PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-25-84065
HUD# 07-25-3874-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

Hawkeye Capital Investments, LLC
999 44th Street
Apt. 1000
Marion, IA 52302

Josh Makedonski, Property Manager
Kinsale Condominiums/Mirage Properties
999 44th Street
Apt. 1000
Marion, IA 52302

COMPLAINANTS

Baylee Esquivel Frisch
526 Kirkwood Ave.
Waterloo, IA 50701

Wilson Esquivel
526 Kirkwood Ave.
Waterloo, IA 50701

and

IOWA OFFICE OF CIVIL RIGHTS (IOCR)
6200 Park Avenue, Suite 100
Des Moines, Iowa 50321

Description of the Parties: Complainant Baylee Esquivel Frisch identifies herself as an individual with a disability. Complainants allege they were subjected to discriminatory terms and conditions due to Ms. Esquivel Frisch's disability. Respondents Hawkeye Capital Investments, LLC, and Josh Makedonski of Kinsale Condominiums/Mirage Properties are owner and property manager respectively of the subject property. The subject property is a single-family dwelling located at 215 Tunis Circle in Waterloo, Iowa.

Terms of Settlement: A complaint having been filed by Complainants against Respondents with the IOCR under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree to settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of the person's race, color, religion, sex, disability, familial status, national origin, or disability. 42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law by any party. The parties agree that this Agreement is executed as a compromised settlement, liability for which is expressly denied by Respondents, and that performance under this Agreement does not constitute an admission of liability or wrongdoing on the part of any person or entity. The parties further agree that the execution of this Agreement does not constitute an admission by Complainants that any claims asserted in their complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the IOCR may review compliance with this Agreement. As part of such review, Respondents agree the IOCR may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the IOCR.

Disclosure

8. Because, pursuant to Iowa Code § 216.15A(2)(d), the IOCR has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public

disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

9. Complainants hereby waive, release, acquit, forever discharge, and covenant not to sue Respondents, their heirs, executors, assigns, agents, employees, and attorneys with respect to any and all liability, claims, causes of action, damages, injuries, attorneys fees, costs, expenses, or demands of whatever nature, in law or equity, whether presently known or unknown, arising out of or relating to charges which were or could have been filed with the Iowa Office of Civil Rights, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents shall require training on the requirements of State and Federal Fair Housing Laws for Josh Mackedonski and Ashlynn Grams within ninety (90) days of their receipt of a Closing Letter from the IOCR. The training shall be conducted by a qualified person, approved by the IOCR or the U.S. Department of Housing and Urban Development, and cover the basic tenets of fair housing law, including protected bases and prohibited practices. Training which will satisfy the terms of this Agreement is offered by the IOCR on a quarterly basis, at no cost to the participants.

Relief for Complainants

11. Respondents shall pay directly to Complainants the sum of $1500, less no deductions. Performance under this term of the Agreement shall be rendered within seven (7) days of receipt of a Closing Letter from the IOCR. Respondents shall provide the IOCR with objective evidence of performance under this term within seven (7) days of that performance.

Policy Review

12. Respondents shall submit their policy and procedure governing requests for accommodation for disability related to assistance animals to the IOCR within seven (7) days of receipt of a Closing Letter from the IOCR, and agree to incorporate any revisions the IOCR determines are necessary to comply with Iowa Code Chapter 216.

    Alternatively, Respondents shall develop and implement a policy to govern requests for accommodation for disability related to assistance animals. The IOCR offers to provide assistance and support to Respondents to develop this policy, at no cost to Respondents. If Respondents develop their own policy, either independently or in conjunction with any third party, that policy shall be subject to review and approval by the IOCR prior to implementation.

Reporting and Record-Keeping

13. Respondents shall forward to the IOCR objective evidence of the successful completion of fair housing training in the form of a certificate or a letter from the entity conducting the training, or sworn statement signed by the trainee stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 10 of this Agreement. Such documentation shall be submitted within ten (10) days of the completion of the training or receipt of a Closing Letter from the IOCR, whichever occurs later. Respondents will not need to provide such documentation if they elect to participate in training provided by the IOCR described in Term 10.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Mathew Gore
Iowa Office of Civil Rights
6200 Park Avenue, Suite 100
Des Moines, Iowa 50321
mathew.gore@iowa.gov
Telephone: 515-725-4101

_____ _____

Hawkeye Capital Investments, LLC — Date
RESPONDENT

_____ _____

Josh Makedonski, Property Manager — Date
Kinsale Condominiums/Mirage Properties
RESPONDENT

_____ _____

Baylee Esquivel Frisch — Date
COMPLAINANT

_____ _____

Wilson Esquivel — Date
COMPLAINANT

_____ _____

Kristen Stiffler, EXECUTIVE DIRECTOR — Date
IOWA OFFICE OF CIVIL RIGHTS