PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-25-83903
HUD# 07-25-3940-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

Regency Heights Iowa City I, LLC
9200 Andermatt Dr
Lincoln, NE 68526-9639

Perry Reid Properties-Management, LLC
d/b/a Perry Reid Properties
9200 Andermatt Dr
Lincoln, NE 68526-9639

Erika Vonntor
1010 Scott Park Dr Ofc 100
Iowa City, IA 52245-3937

COMPLAINANT

Kim Cooney

and

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

Description of the Parties: Complainant identifies herself as an individual with a disability. Complainant alleges she was subjected to discriminatory terms and conditions due to disability. Respondents Regency Heights Iowa City I, LLC; Perry Reid Properties-Management, LLC; and Erika Vonnlor are owner, property management company, and property manager respectively of the subject property. The subject property is a multi-family residential structure located at 1010 Scott Park Drive in Iowa City, Iowa.

Terms of Settlement: A complaint having been filed by Complainant 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 Complainant 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 Complainant 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. Complainant hereby waives, releases, acquits, forever discharges, and covenants 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. Complainant agrees 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.

Relief for Complainant

10. Respondents shall waive Complainant's outstanding ledger balance in the amount of $283.00 within seven (7) days of receipt of a Closing Letter from the IOCR, and this agreement provides Complainant with written notice of the waiver. Respondents shall provide the IOCR with objective evidence of performance under this term within seven (7) days of that performance.

11. Respondents shall install a fold-down shower bench in unit 204 at the subject property 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 or receipt of the closing letter.

Policy Review

12. Respondents shall submit their policy and procedures governing requests for accommodation for disability 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. 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

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

for Regency Heights Iowa City I, LLC RESPONDENT	Date
for Perry Reid Properties-Management, LLC RESPONDENT	Date
Erika Vonntor, Property Manager RESPONDENT	Date
Kim Cooney COMPLAINANT	Date
Kristen Stiffler, EXECUTIVE DIRECTOR IOWA OFFICE OF CIVIL RIGHTS	Date