

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-21-76442
HUD# 07-21-7127-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

CARROLLTON, LTD. d/b/a CARROLLTON, L.P.
29 S Main Street
P.O. Box 989
Council Bluffs, IA 51502-0989

KNUDSON MANAGEMENT COMPANY, INC.
29 S Main Street
P.O. Box 989
Council Bluffs, IA 51502-0989

MALLORY HACKFORT
29 S Main Street
P.O. Box 989
Council Bluffs, IA 51502-0989

COMPLAINANT

TROY MURPHY
LEGAL GUARDIAN FOR STEPHANIE WINTER
2805 Meadow Lane
West Des Moines, IA 50265-4135

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant states Ms. Winter is a person with a disability who requires the use of an assistance animal. He alleges Respondents subjected her to different terms and conditions based on her disability status. The subject property is a multi-unit apartment complex located at 807 E 8th St, Carroll, IA 51401.

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

Acknowledgment of Fair Housing Laws

1. Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort 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 Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort acknowledge the ICRA and the Federal Fair Housing Act (FHA) 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, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1) (b), 42 U.S.C. 3604(b), 3604(f) (2) (§ 804 of the Fair Housing Act).
3. Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort acknowledge the FHA and ICRA make it unlawful to discriminate against another person 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 a disability. 42 U.S.C. 3604(f)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
5. Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort acknowledge their obligation under the ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. See Iowa Code §§ 216.8B (2).

Voluntary and Full Settlement

6. 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.
7. 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. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in their complaint are not fully meritorious.

8. 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.
9. Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort agree the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

10. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission 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

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, 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.

Fair Housing Training

12. Respondents Carrollton, Ltd. and Knudson Management Company, Inc., will require training on the requirements of State and Federal Fair Housing Laws within 30 days of their receipt of a Closing Letter from the Commission for those persons in charge of management or operation of Carrollton Apartments and those who handle requests for reasonable accommodations or modifications at Carrollton Apartments. Respondents Carrollton, Ltd. and Knudson Management Company, Inc., agree new employees or agents who are involved in the management or operation and those who handle requests for reasonable accommodations or modifications of Carrollton Apartments hired within one year of the date of the Commission's Closing Letter will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire or elected appointment. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a HUD produced video titled "The Basics of the Fair Housing Act" which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc>.

Relief for Complainant

13. Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort acknowledge that Ms. Winter requires some in-home assistance with cleaning and laundry tasks. Whomever assists Ms. Winter with those tasks may use the laundry facilities for Ms. Winter's needs only.

Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort acknowledge that other tenants or non-resident individuals have been known to let their pets relieve themselves in Ms. Winter's yard. Ms. Winter agrees to continue to pick up after her dog and to notify the property manager if she witnesses other tenants or individuals not pick up their pet's waste in her yard.

Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort agree to enforce the leash length policy and the policy regarding the amount of time a pet is allowed to be outside unattended equally among tenants. Complainant will notify the property manager if she is aware of violations of these policies by other tenants so appropriate steps may be taken.

Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort agree to inquire with Ms. Winter and/or Complainant to obtain verification from Ms. Winter about the circumstances of the alleged violation before issuing lease violation notices. Any lease violation notices issued be done pursuant to the lease agreement in place, including the time provided to the tenant to cure the alleged lease violation.

Reporting and Record-Keeping

14. Respondents Carrollton, Ltd., Knudson Management Company, Inc., and Mallory Hackfort shall forward to the Commission 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 signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 12 of this Agreement within ten (10) days of the completion of the training.

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

Amy Quail
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
Amy.quail@iowa.gov
Telephone: 515-725-1082

CARROLLTON, LTD. d/b/a CARROLLTON, L.P.,

Date

RESPONDENT

KNUDSON MANAGEMENT COMPANY, INC.,
RESPONDENT

Date

MALLORY HACKFORT, RESPONDENT

Date

TROY MURPHY, LEGAL GUARDIAN FOR
STEPHANIE WINTER, COMPLAINANT

Date

CHARLES A.D. HILL, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date