

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-16-68955  
HUD# 07-16-4297-8

## **PARTIES TO THE SETTLEMENT AGREEMENT**

### **RESPONDENTS**

#### **GLENVIEW PLACE COOPERATIVE**

220 North Main Street Suite 600  
Davenport, Iowa 52801

#### **KEITH CRAIG**

PO Box 961  
Clinton, Iowa 52733

### **COMPLAINANT**

#### **KENDRA FOWLER**

and

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14th Street  
Des Moines, Iowa 50319

#### Description of the Parties:

Complainant alleges discrimination in the area of housing on the basis of race (African American). She claims Respondent Keith Craig accessed her apartment to make repairs while she was out of town and he left windows open while the heat was on, which resulted in an unusually high utility bill. She claims, due to her race, Respondents refused her request to pay a portion of the bill. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a 14-unit apartment complex, known as Glenview Place Cooperative, located at 420 Glenwood Place, Clinton, Iowa 52733.

#### Terms of Settlement:

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereinafter referred to as 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 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); 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, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge the 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, national origin, religion, disability, or familial status. 42 U.S.C. 3604(b).

## **Voluntary and Full Settlement**

3. The parties acknowledge this 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.
4. 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 her complaint are not fully meritorious.
5. 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.
6. The parties agree the Commission may review compliance with this Agreement. And as part of such review, the parties agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.
7. The parties acknowledge, if the Commission or the U.S. Department of Housing and Urban Development (HUD) has reasonable cause to believe that Respondents have breached this Agreement, the Commission may refer the matter to the Iowa Department of Justice - Office of the Attorney General, and HUD may refer the matter to the U.S. Department of Justice.

## **Disclosure**

8. 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**

9. 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 including the Dubuque Human Rights Commission, 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 Poster**

10. Within thirty (30) of the execution of this Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) in their property management office in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPPosterGeneralSpanish.pdf>

Respondents also agree to send documentation to the Commission, verifying the Fair Housing Poster has been posted within ten (10) days of its placement in the management office.

## **Relief for Complainant**

11. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant's \$345.85 utility bill for Account Number 718 254 1000 at Interstate Power and Light, an Alliant Energy Company. Within seven days of receiving a Closing Letter from the Commission, Respondents also agree to send proof of the payment to Natalie Burnham at the Commission, at the address listed on page one of this Agreement. Ms. Burnham will forward proof of the payment to Complainant.

**Reporting and Record-Keeping**

- 12. Respondents also agree to send documentation to the Commission, verifying the Fair Housing Poster has been posted within ten (10) days of its placement in the management office, as evidence of compliance with Term 10 of this Agreement.
  
- 13. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send Natalie Burnham proof that Complainant’s \$345.85 utility bill for Account Number 718 254 1000 has been paid in full, as evidence of compliance with Term 11 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove  
 Iowa Civil Rights Commission  
 Grimes State Office Building  
 400 East 14th Street  
 Des Moines, Iowa 50319  
 don.grove@iowa.gov

Glenview Place Cooperative, RESPONDENT	Date
Keith Craig, RESPONDENT	Date
Kendra Fowler, COMPLAINANT	Date
Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date