

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-16-69488
HUD# 07-17-5076-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

HEATHER HUBKA

Highland Terrace Apartments
2105 Clark Street Apartment 20
Charles City, Iowa 50616

PERRY REID PROPERTIES

9200 Andermatt Drive Suite A
Lincoln, Nebraska 68526

COMPLAINANT

PAIGE HAGARTY

208½ 4th Avenue
Charles City, Iowa 50616

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant states she is a person with a disability and alleges discrimination in the area of housing on the basis of disability. Complainant claims she and her mother submitted applications to rent an apartment from Respondents. She claims Respondents refused to rent to them due to her disability. Respondents own or manage the subject property, a 96-unit apartment complex, known as Highland Terrace Apartments, located at 2105 Clark Street, Charles City, Iowa 50616.

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).

3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability. 42 U.S.C. 3604(f)(1); Iowa Code § 216.8A(3)(a)(1).

Voluntary and Full Settlement

4. 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.
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. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his 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 Commission may review compliance with this Agreement. And as part of such review, Respondents 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.

8. 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

9. 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

10. 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 Poster

11. Within thirty (30) days of the execution of this Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) in their office, in a conspicuous location, easily viewable to applicants and visitors. 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 Posters have been posted within ten (10) days of their placement in the office.

Relief for Complainant

12. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant the sum of \$250.00 without any deductions. Respondents agree the Settlement Check will be made out to Complainant and mailed to her at the address listed on page one of this Agreement.

Respondents also agree to send a copy of the Settlement Check to the Commission within ten (10) days of receiving a Closing Letter from the Commission.

Reporting and Record-Keeping

- 13. Respondents agree to send documentation to the Commission, verifying the Fair Housing Posters have been displayed, within ten (10) days of their placement in the management offices, as evidence of compliance with Term 10 of this Agreement.
- 14. Respondents shall forward to the Commission a copy of the Settlement Check within ten (10) days of receiving a Closing Letter from the Commission, as evidence of compliance with Term 12 of this Agreement.

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

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

Heather Hubka, RESPONDENT Date

Perry Reid Properties, RESPONDENT Date

Paige Hagarty, COMPLAINANT Date

Kristin H. Johnson, DIRECTOR Date
IOWA CIVIL RIGHTS COMMISSION