

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 07-21-76893  
HUD# 07-21-7765-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

FINKBINE-ABER RENTALS, LLC  
1637 Aber Ave, Apt 3  
Iowa City, IA 52246-4728

TERRY VARGASON  
1637 Aber Ave, Apt 3  
Iowa City, IA 52246-4728

TIM KERNS  
TK Maintenance, LLC  
1637 Aber Ave, Apt 3  
Iowa City, IA 52246-4728

**COMPLAINANT**

JEFFREY SERUM  
1427 Aber Ave, Apt 1  
Iowa City, IA 52246-4730

and

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

**Description of the Parties:** Complainant has a disability that necessitates the use of an accessible parking spot. Complainant alleges he requested an accessible parking spot sign be installed, but his request was denied; that harassing comments were made regarding his disability but no action was taken, resulting in a hostile environment; and that Complainant was retaliated against for exercising his right to oppose a discriminatory practice. The subject property is a multi-unit apartment complex located at 1427 Aber Ave, Iowa City, IA 52246. Finkbine-Aber Rentals LLC is the owner of the subject property. Terry Vargason is the owner of Finkbine-Aber Rentals, LLC. Tim Kerns is the owner and operator of TK Maintenance, LLC, an independent contractor that does maintenance on the subject property.

**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. Respondent Finkbine-Aber Rentals, LLC and its employees 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. Respondent Finkbine-Aber Rentals, LLC and its employees 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).

Respondent Finkbine-Aber Rentals, LLC and its employees 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).

3. Respondent Finkbine-Aber Rentals, LLC and its employees 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. Respondent Finkbine-Aber Rentals, LLC and its employees 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).

**Voluntary and Full Settlement**

5. 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.

6. 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. In fact, Respondent Finkbine-Aber Rentals, LLC and its employees expressly deny discriminating against the Complainant or violating the DHA or ICRA in any way. The execution of this Agreement is also not an admission by Complainant that any claims asserted in his complaint are not fully meritorious.
7. 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.
8. Respondents 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**

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 Training**

11. Respondent Finkbine-Aber Rentals, LLC will require training on the requirements of State and Federal Fair Housing Laws for their property managers, including Terry Vargason and those that handle requests for reasonable accommodations, within 30 days of their receipt of a Closing Letter from the Commission. In the future, Respondent Tim Kerns will direct any requests for accommodations or inquires about accommodations to Terry Vargason or another property manager. Respondent Finkbine-Aber Rentals, LLC also agrees new employees or agents who are involved in the management or operation of residential properties and those that handle requests for reasonable accommodations 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**

- 12. Respondent Finkbine-Aber Rentals, LLC agrees to waive Complainant’s past due rental balance in the amount of \$2,142.00.

**Reporting and Record-Keeping**

- 13. Respondent Finkbine-Aber Rentals, LLC 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 11 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

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FINKBINE ABER RENTALS, LLC, RESPONDENT \_\_\_\_\_  
Date

\_\_\_\_\_  
TERRY VARGASON, RESPONDENT \_\_\_\_\_  
Date

\_\_\_\_\_  
TIM KERNS, RESPONDENT \_\_\_\_\_  
Date

\_\_\_\_\_  
JEFFREY SERUM, COMPLAINANT \_\_\_\_\_  
Date

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

Date