

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-16-68948  
HUD# 07-16-4340-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

**REBECCA MAIER**  
AHEPA 192 Apartments, Inc.  
6190 NW59th Court  
Johnston, Iowa 50131-1507

**AHEPA 192, INC.**  
6190 NW 59th Court  
Johnston, Iowa 50131-1507

**COMPLAINANT**

**JOHN KAMARA**  
3350 E. 25<sup>th</sup> Street, Apt. 224  
Des Moines, Iowa 50317-3662

and

**IOWA CIVIL RIGHTS COMMISSION**

400 East 14th Street  
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged discrimination on the basis of race in the area of housing through different treatment in the terms and conditions of his tenancy. Respondents own or manage the subject property, an apartment complex located at 6190 NW 59th Court, Johnston, Iowa 50131.

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 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 against any person because of the person’s race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).
3. Respondents acknowledge the federal Fair Housing Act (FHA) makes 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 such dwelling because of race, color, religion, sex, familial status, national origin, or disability. 42 U.S.C. 3604(b) and 3604(f)(2).

## **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 her 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 Training**

11. Respondents agree Rebecca Maier and each of their current employees or agents who are involved in the management or operation of Respondents' residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize prevention of discrimination in housing on the basis of race. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

### **Relief for Complainant**

12. Respondents agree to pay Complainant the sum of One Thousand Dollars (\$1,000.00), less no deductions. Respondents agree to send the check to Complainant at the above address within twenty (20) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, within twenty (20) days of Respondents' receipt of a Closing Letter from the Commission.

### **Reporting and Record-Keeping**

13. Respondents 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 within ten (10) days of the completion of the training, as evidence of compliance with Term 10 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

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Rebecca Maier, RESPONDENT

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Date

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On behalf of AHEPA 192, Inc., RESPONDENT

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Date

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John Kamara, COMPLAINANT

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Date

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Kristin H. Johnson, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date