

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63576

HUD# 07-13-0208-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COCONINO ROAD 1405, LC

c/o Brent Haverkamp

4720 Mortensen RD Suite 105

Ames, Iowa 50014

KIRKWOOD APARTMENTS ACQUISITION ONE, LC

c/o Brent Haverkamp

4720 Mortensen RD Suite 105

Ames, Iowa 50014

AARON HIL

Haverkamp Property Management

205 Kirkwood Court SW

Cedar Rapids, Iowa 52404

HAVERKAMP PROPERTY MANAGEMENT

205 Kirkwood Court SW

Cedar Rapids, Iowa 52404

COMPLAINANT

JOSHUA J. MORGAN

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against him because they offered him a sub-standard rental unit, required his grandmother to co-sign his lease, and issued him a three-day eviction notice resulting in different terms and conditions of rental based on race (African American). Complainant further alleged that after Respondents evicted him they did not attempt to rent out his unit, but instead

issued him a bill demanding \$4,371 for future rent, cleaning and damage fees. Respondents own or manage the subject property located at 311 Kirkwood CT SW Apartment 5, Cedar Rapids, Iowa 52404.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter 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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, 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.

42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person 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).

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 his 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. 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.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. 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, and with regard to any and all other matters, 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

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

Relief for Complainant

10. Respondents agree to release Complainant and his grandmother, Catherine Simon, from the terms of their rental agreement effective August 24, 2012. Respondents agree not to seek any monies from Complainant or Ms. Simon for terminating the rental agreement before its July 31, 2013 expiration date.

Respondents also agree not to seek any monies from Complainant or Ms. Simon for any rent owed under that agreement or seek any monies for any property damage sustained, cleaning, or removal

costs as a result of Complainant's tenancy at Respondents' rental property in small claims court or in any other process or proceeding.

11. Respondents agree to waive the \$4,371 owed by Complainant and Ms. Simon per the October 22, 2012 Final Account Statement. Specifically Respondents will waive \$3,335 owed for rent, late fees and interest, and \$330 owed for cleaning and damage charges less \$310 credited for Complainant and Ms. Simon's deposit.

Respondents agree they will not pursue recovery of rent owed , damages, cleaning charges, late fees, any interest, fees and unpaid utilities in small claims court or in any other process or proceeding. Complainant and Ms. Simon agree they will not file a claim in small claims court or in any other process or proceeding to seek the return of their security deposit.

Signatures on the following page (Page 5)

_____	_____
Coconino Road 1405, LC, RESPONDENT	Date
_____	_____

