

**CEDAR RAPIDS CIVIL RIGHTS COMMISSION**

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**SETTLEMENT AND GENERAL RELEASE AGREEMENT**

CRCRC CASE: #3457  
HUD CASE: # 07-15-0020-8

BETWEEN

ANDREA JASSO  
115 SUMMER CIRCLE NE  
CEDAR RAPIDS, IA 52402

AND

CR FIVE SEASONS LLC  
3421 BLAIRS FERRY ROAD NE  
CEDAR RAPIDS, IA 52402

AND

CEDAR RAPIDS CIVIL RIGHTS COMMISSION  
425 SECOND STREET, SUITE 960  
CEDAR RAPIDS, IOWA 52401

## COMPLAINANT'S ALLEGATIONS

1. Section: 804(b)  
Issue: Terms and Conditions  
Basis: National Origin (Mexico), Sex (Female)  
Allegation: Attempted Termination of Tenancy and Failure to Provide Current Rules/Regulations

The Complainant, Andrea Jasso is a tenant residing in a mobile home park located in Cedar Rapids, Iowa, and owned by CR Five Seasons, LLC. The Complainant stated that on August 6, 2014 the Respondent, white male manager, discriminated against her by threatening eviction and demanding payment of rent. The Respondent, again on August 11, 2014 came to her door demanding payment of rent after she had made arrangements with the office. On August 12, 2014, her car was attempted to be towed due to parking in an unauthorized space. Ms. Jasso states she was not given any paperwork on change of parking rules or change/addition of managers. The Complainant believes these actions are because of her national origin and sex.

2. Section: 818  
Issue: Harassment, Intimidation  
Basis: National Origin (Mexico), Sex (Female)  
Allegation: Forcing Entrance to Residence, Ordering to Speaking in English and Scaring Children

The Complainant alleges the Respondent, white male manager, during these visits yelled at her to speak English. He tried to force his way into the door resulting into scaring her children and making them cry. She has requested that the Respondent come when her husband, who speaks English, is home. The manager continues to come when she is alone with her children. She has rent payment arrangements made with other female manager at the office but the male manager is coming to her door demanding and threatening her and her children. The Complainant believes these actions are because of her national origin and sex.

## SECTION I - STANDARD PROVISIONS

1. It is understood that the signing of this Agreement does not constitute an admission by Respondent of any violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa, and that this Agreement is entered into by the parties in a good-faith effort to amicably resolve existing disputes.
2. The terms of this Agreement were arrived at voluntarily through mediation involving Andrea Jasso (Complainant) and CR Five Seasons LLC (Respondent) represented by Property Manager, Lisa Sanborn and Regional Manager, Justin Pounder conducted on December 2, 2014.
3. The terms of this Agreement are in effect as agreed upon and this agreement will be executed upon the date of signature of all parties and will remain in effect thereafter.
4. Respondent agrees that all housing and all terms and conditions of housing, shall be maintained and conducted in a manner which does not discriminate on the basis of race, creed, color, sex, age, religion, gender identity, marital status, familial status, national origin, sexual orientation, physical or mental disability in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
5. Respondent agrees that there shall be no discrimination, harassment, or retaliation of any kind against the Complainant, or any other person, for filing a charge under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under Chapter 69 of the Municipal Code of

Cedar Rapids, Iowa; or because of lawful opposition to any practice forbidden under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

6. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were or may have been alleged as charges filed with the Cedar Rapids Civil Rights Commission, The United States Department of Housing and Urban Development or any other anti-discrimination agency, subject to the performance by Respondent of the promises and representations contained herein.
7. Complainant agrees that any complaint filed with any other agency, including The United States Department of Housing and Urban Development, or any other anti-discrimination agency, which involves the issues of this complaint, shall be withdrawn upon execution of this Agreement and receipt of the settlement proceeds.
8. Respondent and Complainant agree not to disclose the filing of this complaint or the terms of this Agreement to any other persons, and/or public or private news media outlet, including but not limited to newspaper, radio, and television news. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.

## **SECTION II – RELIEF AND PROVISIONS**

1. CR Five Seasons LLC (Respondent) will provide written notice of any upcoming change in rules, policies, or procedures to Andrea Jasso (Complainant) at least 60 days prior to any change in rule, policy, or procedure.
2. Andrea Jasso (Complainant) agrees that she will notify CR Five Seasons LLC of possible late rent payments.
3. CR Five Seasons LLC (Respondent) will sign Agreement and return it to the office of the Cedar Rapids Civil Rights Commission.
4. Andrea Jasso (Complainant) will execute her signature on said mediation agreement and return it to the office of the Cedar Rapids Civil Rights Commission.
5. Andrea Jasso (Complainant) agrees to waive and release all subject complaints with the Cedar Rapids Civil Rights Commission and The United States Department of Housing and Urban Development upon execution of this agreement.
6. The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis that Andrea Jasso (Complainant) and CR Five Seasons LLC (Respondent) and/or any representative organization to seek or justify similar terms in any civil action or subsequent case.
7. Andrea Jasso (Complainant) and CR Five Seasons LLC (Respondent) agree that this Agreement constitutes the entire Agreement and there are no other terms to the Agreement except those specified herein. They further agree that this Agreement may not be modified except by a writing executed by all of the parties to this Agreement.

## **SECTION III - RELIEF FOR PUBLIC INTEREST**

1. Parties agree that all staff members of CR Five Seasons LLC will receive Fair Housing Training within 90 days of the execution of the Settlement Agreement. The Cedar Rapids Civil Rights

Commission will provide this training to CR Five Seasons LLC at no cost. The Respondent is also encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever questions arise.

2. Parties agree that all staff members of CR Five Seasons LLC will be culturally competent and respectful of the culture of their tenants and their children. Current and new staff members will demonstrate behaviors, attitudes, policies, and structures that enable them to work effectively cross-culturally.
3. Respondent agrees to refrain from interfering with any person in the exercise or enjoyment of the right to purchase, sell, rent, or occupy a dwelling in any manner that might result in, or be interpreted as an act of discrimination on the basis of race, color, creed, sex, age, religion, national origin, gender identity, marital status, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. Respondent agrees to accept and process the applications of all persons for occupancy of any dwelling which the Respondent owns or manages, in a reasonable and prompt manner, without regard to race, color, creed, sex, gender identity, marital status, age, religion, national origin, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
5. Respondent agrees to conduct all interactions with occupants of any dwelling which Respondent owns or manages in a reasonable and prompt manner, without regard to race, color, creed, sex, age, religion, gender identity, marital status, national origin, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
6. Respondent agrees that there shall be no discrimination, harassment or retaliation of any kind against Complainant, or any other person, for filing a charge under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of lawful opposition to any practice forbidden under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

#### **SECTION IV - COMPLIANCE PROVISIONS**

1. This Agreement constitutes the complete understanding between Complainant, Respondent, and the Cedar Rapids Civil Rights Commission who are parties to this Agreement. This action does not reflect any judgment by the Cedar Rapids Civil Rights Commission as to the merits of the charge or the terms of the settlement.
2. The Cedar Rapids Civil Rights Commission does not waive its right to investigate any other charge, including a charge filed by a member of the Commission to institute a direct investigation of a complaint against Respondent.
3. Respondent and Complainant understand that this Agreement shall be made public unless the Complainant and Respondent otherwise agree, and the authorized representative of the Cedar Rapids Civil Rights Commission determines that disclosure is not required to further the purposes of the FHAP agency. The parties further agree, not to disclose to any person, including public news media, owners, developers, tenants, neighbors, etc., or to any other employee or employer or housing agency, the filing of this complaint or the terms of this Agreement unless it is deemed to be in the public interest.

4. The parties hereto agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which either of the parties alleges a breach of this Agreement.
5. The terms of this agreement are effective upon execution by signature of all involved parties. Additionally, Respondent agrees to continued compliance of applicable Fair Housing Laws.
6. Respondent acknowledges that they have been notified of requirements in the Federal Fair Housing Act Title VIII:
  - a. **Section 804(b): Discrimination in sale or rental of housing and other prohibited practices**  
To discriminate against any person 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 race, color, gender, religion, sex, familial status, or national origin.
  - b. **Section 818: Interference, coercion, or intimidation; enforcement by civil action**  
It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806 of this title.
  - c. The Fair Housing Act Title VIII as amended can be found at [www.HUD.gov](http://www.HUD.gov).
7. Respondent agrees that the Commission may review compliance with this Agreement. As part of such review the Commission may require written documents concerning compliance, interview witnesses, and examine and copy documents.
8. Respondent and Complainant agree to close this case as being satisfactorily adjusted and to take no further action relating to the investigation of this matter, subject to the performance by Respondent of the promises and representations contained herein.

**SECTION V - SIGNATURES**

Andrea V. Jasso  
Andrea Jasso, Complainant

12-08-14  
Date

Just & Pounds  
C.R. Five Seasons LLC by: Justin Pounder  
CR Five Seasons LLC Representative Regional Manager

12-8-14  
Date

LaSheila Yates  
LaSheila Yates  
Executive Director, Cedar Rapids Civil Rights Commission

12/19/14  
Date