

# **CEDAR RAPIDS CIVIL RIGHTS COMMISSION**

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## **SETTLEMENT AND GENERAL RELEASE AGREEMENT**

CRCRC Case: #3460  
IUD Case: #07-15-0163-8

BETWEEN

TIFFANY A. PLEDGE (COMPLAINANT)

AND

THE POINTE AT CEDAR RAPIDS LLC (RESPONDENT)  
DBA THE POINTE AT CEDAR RAPIDS  
PHILIP A. BURIAN (RESPONDENT REPRESENTATIVE)

AND

CEDAR RAPIDS CIVIL RIGHTS COMMISSION  
50 2<sup>ND</sup> AVENUE BRIDGE, 7<sup>TH</sup> FLOOR  
CEDAR RAPIDS, IOWA 52401

Fax: 319 286-5136

Attn: Janet A. Abejo

HISTORY OF COMPLAINANT'S ALLEGATIONS TO DATE

Section: 804 (b)

Issue: Terms and Conditions

Basis: Race (African American)

Allegation: Failure to Make Repairs

The Complainant, Tiffany Pledge (African-American), alleges Respondent Erica Merck, Leasing Agent, and Respondent Sarah Neary, Leasing Agent, of The Point Apartments LLC, discriminated against her by refusing to make necessary repairs to her front door. Ms. Pledge maintains that between June 2014 and September 2014, she made multiple requests to the maintenance staff, and Respondents Merck and Neary for repairs with no result. She alleges that the requests for repairs from tenants who are not of her race were completed in a timely fashion. The Complainant, therefore, believes the Respondents failed to make repairs based upon her race and color.

Subject Property: 1638 Park Towne LN NE, #3, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on race and familial status and are in violation of 804(b) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

Section: 804 (b)

Issue: Terms and Conditions

Basis: Race (African American) and Familial Status

Allegation: Restrictions Not Enforced for Other Tenants

The Complainant, Tiffany Pledge (African-American), alleges Respondent Erica Merck, Leasing Agent, and Respondent Sarah Neary, Leasing Agent, of The Point Apartments LLC, discriminated against her by enforcing unjust restrictions. The Complainant alleges that her children's bicycles were thrown in the garbage by one of the Respondents on or about September 2014. She states that she was informed by phone (Complainant not sure which Respondent called) that the bicycles were not to be parked outside her door. Conversely, tenants without children and not of her race were allowed to have bicycles outside of their door and their bicycles were not put in the trash. The Complainant alleges the Respondents allow residents without children and not of her race to own barbeque grills; however, she was restricted from having a barbeque grill. Ms. Pledge also maintains that her children were not allowed to play unattended outside; to the contrary, children of tenants not of her race were allowed to play outside unattended. The Complainant, therefore, believes the Respondents discriminated against her by enforcing unjust restrictions based upon her race and familial status.

Subject Property: 1638 Park Towne LN NE, #3, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on race and familial status and are in violation of 804(b) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

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## 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. Respondent agrees 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, and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
3. Respondent agrees 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.
4. Complainant and Respondent hereby waives, releases, and covenants not to sue or bring forth any legal action against the opposing party with respect to any matters which were or might 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.
5. Complainant agrees 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 permanently withdrawn upon execution of this Agreement and receipt of the settlement proceeds.
6. 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, except as may be necessary for any court proceeding in the future. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.

## SECTION II - RELIEF

1. The parties understand the terms of this Agreement and enter into it voluntarily.
2. The terms of this Agreement were arrived at through conciliation conducted from Wednesday, January 14, 2015 through Monday, February 2, 2015, involving Tiffany Pledge (Complainant), Philip A. Burian (Respondent Representative), and Janet A.H. Abejo (Mediator). The terms of this Agreement are in effect once all parties have provided their signature will remain in effect thereafter.
3. The Parties have agreed The Pointe at Cedar Rapids will forgive Complainant's outstanding balance of \$1,563.08 USD (one-thousand, five-hundred, sixty-three dollars and eight cents) and terminate all collection efforts on said debt. A final tenant ledger statement will be submitted, showing a \$0.00 USD (zero dollars and zero cents) balance, upon finalization of

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this Agreement to the Cedar Rapids Civil Rights Commission by 12:00 p.m. CST on Friday, February 27, 2015.

4. The Parties have agreed The Pointe at Cedar Rapids will remunerate the Complainant \$390.00 USD (three-hundred, ninety dollars and zero cents). A check will be made out to Tiffany Pledge for said amount and will be submitted to the Cedar Rapids Civil Rights Commission by 12:00 p.m. CST on Friday, February 27, 2015.
5. Complainant party agrees to withdraw this complaint with The United States Department of Housing and Urban Development and with the Cedar Rapids Civil Rights Commission 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 by Complainant, Respondent and/or any representative party or organization to seek or justify similar terms in any civil action or subsequent case.
7. Complainant and Respondent party agree that this Agreement constitutes the entire Agreement and there are no other terms to the Agreement except those specified herein. Furthermore, the parties understand 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. All parties agree The Pointe at Cedar Rapids will provide proof of training on the Fair Housing Act within the last 180 days by 12:00 p.m. CST on Friday, February 27, 2015. The Respondent is encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever Equal Housing Opportunity questions arise.
2. 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, sexual orientation, and/or association of a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
3. 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, sexual orientation, and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. 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, sexual orientation and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
5. Respondent agrees there shall be no discrimination, harassment or retaliation of any kind against Complainant, those related to or associated with 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.

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Handwritten: *Janet A. Abejo*

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

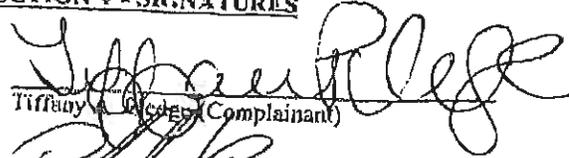
**SECTION IV - COMPLIANCE PROVISIONS**

1. This Agreement constitutes the complete understanding between Complainant party, Respondent party and the Cedar Rapids Civil Rights Commission, who are all 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 parties understand this Agreement shall be made public, unless the Complainant and Respondent otherwise agree and the agency determines that disclosure is not required to further the purpose of the law.
4. The parties further agree not to disclose to any person, including public news media, owners, developers, any other housing agency, tenants, neighbors, friends, family, etc., the filing of this complaint or the terms of this Agreement.
5. The parties hereto understand 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.
6. Respondent acknowledges that they have been notified of requirements in the Federal Fair Housing Act Title VIII:
  - a. Section 804(b) 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, religion, sex, familial status, or national origin.
  - b. 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 for demonstration of compliance with the case specific terms of this Agreement.
8. All parties 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.
9. It is understood by all parties that "Respondent" throughout this Agreement refers to both or either The Pointe at Cedar Rapids and Sarah Neary individually and the Respondent Representative, Philip A. Burian, signs this Agreement representing both parties. Accordingly, it is understood that "Complainant" throughout this Agreement refers to Tiffany Pledge individually and she signs this Agreement representing herself.

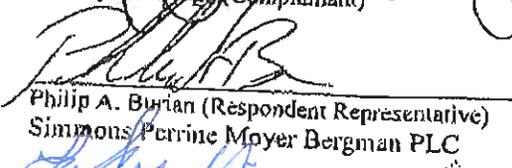
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SECTION V - SIGNATURES

DATE: 2/17/15

  
Tiffany A. Giesey (Complainant)

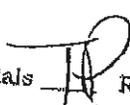
DATE: 2/12/15

  
Philip A. Bryan (Respondent Representative)  
Simmons Perrine Moyer Bergman PLC

DATE: 2/17/2015

  
LaSheila Yates, Executive Director  
Cedar Rapids Civil Rights Commission

CONFIDENTIAL

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