

IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY

PHILIP AMOR, et al.,	CVCV75753
Plaintiffs,	CONSENT DECREE
vs.	
BRADFORD HOUSER, et al.,	
Defendants	

I. INTRODUCTION

This consent decree is made and entered into by the Plaintiffs and Defendants in the above captioned matter in order to fully and finally resolving this case. Plaintiffs are, or were, tenants of Defendants Bradford J. Houser; Houser Enterprises, Inc.; River Ridge Place, LLC; Oakcrest Condominium Cooperative; or Oakcrest Investments, LLC. On August 2, 2013 Plaintiffs filed their petition and motions for partial summary & declaratory judgment and class certification. Only April 4, 2014 the Court granted class certification with Christopher Warnock and Christine Boyer as Class Counsel.¹ On September 30, 2015, this Court found provisions of Landlord's standard lease violated the Iowa Uniform Landlord Tenant Act ("IURLTA") codified at Iowa Code 562.

II. JURISDICTION

The Iowa District Court for Johnson County ("Court") has jurisdiction over the parties and subject matter of the instant action. The claims asserted in the petition, if proved, would authorize the Court to grant the equitable and legal relief set forth in this Decree. Venue is proper in the Court. The Court shall maintain jurisdiction of this action for the duration of the Decree in order to enter all orders and judgments authorized under this Decree which may be necessary to implement the relief provided by this Decree. This

Court shall resolve all disputes arising under this Decree. This decree resolves all individual claims by the Plaintiffs alleged in the petition. This Decree resolves all of Plaintiffs' claims for the inclusion, use and enforcement of lease provisions prohibited under the IURLTA, including actual and punitive damages and attorney fees.

III. DEFINITIONS

"Counsel" is the Tenants' Project.

"Court" means the Iowa District Court for Johnson County.

"Tenants' Project" is The Tenants' Project, PLLC and affiliated attorneys and their designated successors.

"IURLTA" is the Iowa Uniform Residential Landlord Tenant Act, codified at Iowa Code §562A

"Landlord" means Defendants Houser Enterprises, Inc.; River Ridge Place, LLC; Oakcrest Condominium Cooperative; and Oakcrest Investments, LLC and their agents, successors, heirs and assigns.

"Plaintiffs" means Philip Amor, Brittany Amor, Adam W. Nardini, and James E. Lewis, Jr.

"Standard Lease" are Landlord's 2012-2013 and 2013-2014 and current standard leases.

IV. RELEASE OF CLAIMS

A. Plaintiffs' Release

Upon entry of the Decree, Bradford Houser, and his heirs, successors, and assigns, and Landlord, its owner, manager, employees, agents, attorneys, insurers, as well as the owners of properties it manages, and their respective heirs, successors and assigns, shall

¹Christine Boyer moved for and was granted leave to withdraw as counsel on July 26, 2017.

be fully and forever discharged by Plaintiffs, their heirs, assigns and successors from any and all of their individual claims, demands, charges, complaints, rights and causes of action of any kind, known or unknown, arising from their tenancy with Landlord and Landlord's use of its Standard Lease under the IURLTA, whether seeking legal, including monetary or equitable relief. The Plaintiffs fully and forever discharge all claims arising from Landlord's inclusion or enforcement in its Standard Lease of provisions prohibited under the IURLTA. This Release is final and shall survive the expiration of the Term of this Decree. This release does not affect the rights or interests of the class.

B. Landlord's Release

Upon entry of the Decree, Plaintiffs, their heirs, assigns and successors, shall be fully and forever discharged by Bradford Houser, his heirs, successors, and assigns, and Landlord, its owner, manager, employees, agents, attorneys, insurers, as well as the owners of properties it manages, and their respective heirs, successors and assigns, from any and all claims, demands, charges, complaints, rights and causes of action of any kind, known or unknown, arising during their tenancies, including late fees, court costs, etc., in the instant case. Bradford Houser and Landlord fully and forever discharge any claims against Plaintiffs with regard to the instant action and the enforcement and inclusion of provisions prohibited under the IURLTA. This Release is final and shall survive the expiration of the Term of this Decree.

C. No Bar to Claims

Nothing in this Decree shall be construed to bar any claims of Plaintiffs, Bradford Houser, or Landlord based on or arising out of events after the entry of this Decree nor shall it bar any claims of class members.

V. CLASS CERTIFICATION & NOTIFICATION

The Parties agree to seek a modification of the class certification order, certifying a class of all of Landlord's current tenants for purposes of the court's order granting declaratory judgment and injunctive relief as set forth in sections IX and X. below.

Landlord will pay the costs of notification of the class.

VI. MISCELLANEOUS PROVISIONS

A. No Admission of Liability

This Decree does not constitute and shall not be deemed a finding or determination by the Court, nor an admission by any party, regarding the merits, validity or accuracy or any of the allegations, claims or defenses in the Petition. This Decree represents the compromise of disputed claims that the parties recognize would require protracted and costly litigation to determine. Landlord's entry into this Decree is not and may not be used by any person or entity in any proceeding as an admission or evidence that Landlord, its owner, manager, employees or owners whose property it manages have on any occasion violated the IURLTA. Plaintiffs and Bradford Houser and Landlord have voluntarily entered into this Decree.

B. Duty to Defend and Support the Decree

Plaintiffs, The Tenants' Project, Bradford Houser and Landlord, each agree to abide by the terms of the Decree in good faith and to support it fully and to use their best efforts to defend the Decree from any legal challenge by appeal or collateral attack.

C. Duty not to Evade Decree

Bradford Houser, Landlord, its owner, manager, members and employees, agents, heirs and assigns agree not to seek bankruptcy or a change in corporate structure, transfer

or assignment of managed properties or take any other steps in order to evade the Decree. Landlord may freely sell, assign or transfer properties or interests in managed properties and the Decree will cease to apply or have effect for the sold, assigned or transferred properties, if the sale, assignment or transfer is to a bona fide third party and so long as Landlord does not have a financial or ownership interest in the third party or retain a financial or ownership interest in the sold, assigned or transferred properties, and do not exercise any control, including managerial or financial authority, in the third party or over the previously managed properties once sold, transferred or assigned.

D. Modification & Enforcement

Only the Tenants' Project or Landlord may request that this Court modify, apply or enforce this Decree.

E. Term of the Decree

The Decree will be in effect for three years from the Court's final approval of the Decree.

VII. ATTORNEY FEES, PLAINTIFFS' SECURITY DEPOSITS & COURT COSTS

Landlord and Plaintiffs agree that Counsel is entitled to fees and costs incurred in the prosecution of the instant action, subject to approval by the Court, in the amount of \$15,500 (fifteen thousand five hundred dollars) to be paid by Landlord within 30 days after the Court's final approval of this Consent Decree.

Landlord and Plaintiffs agree that Landlord will pay the following sums (collectively, the "Plaintiffs' Funds") to the following Plaintiffs through Counsel within 30 days after the Court's final approval of this Consent Decree:

A. Philip and Brittany Amor: \$1,000.00

B. Adam Nardini: \$1,603.72.
C. James Lewis: \$780.00.

The Plaintiffs' Fund represents the amount of the security deposit, subleasing fees, rent and other payments which were made by individual Plaintiffs to Landlord and that the individual Plaintiffs claim should be refunded to them. Counsel shall disburse the individual Plaintiffs' Funds to the individual Plaintiffs in the amounts of their individual claims identified above. No amounts shall be paid to the individual Plaintiffs as incentive payments or in excess of the amounts that individual Plaintiffs originally paid to Landlord. In the event any portion of the Plaintiffs' Fund is not claimed by the individual Plaintiffs within 120 days after the Court's final approval of this Consent Decree, Counsel shall refund any such sums to Defendant Houser Enterprises, Inc.

Landlord will pay all court costs, including late settlement fees, if applicable.

VIII. GENERAL INJUNCTIVE PROVISION

For the term of the Decree Landlord will not violate the IURLTA, its leases or this Decree.

IX. ENFORCEMENT

A. Contempt

During the term of this Decree any violation of the IURLTA, the standard lease or this Decree by Landlord shall constitute contempt. The resolution fee provisions of IX.B apply to any contempt proceedings.

B. Resolution Fee

During the term of this Decree if the Tenants' Project prevails against Landlord in litigation for violating the IURLTA, the standard lease or this Decree or in contempt

proceedings, Landlord will pay the Tenants' Project attorney fees at a rate of \$150 (one hundred and fifty dollars) per hour with a cap of six month's rent. Landlord agrees to pay the time billed by the Tenants' Project, but has the right to have the hours reviewed and reduced by the Court if they are grossly excessive or fraudulent.

C. Lease

The Tenants Project will review Landlord's current standard lease and identify any provisions the Tenants' Project believes to be illegal, prohibited, unconscionable or constitute penalty clauses. The class of current tenants will be notified by Landlord that provisions which are prohibited under the IURLTA or constitute penalty clauses will not be enforced. These provisions will not be included in future leases. During the term of the Decree, Landlord may change or modify its leases with notice to the Tenants' Project, but the approval of the Tenants' Project is not necessary for lease changes or modification.

D. Informal Settlement

During the term of this Decree, before proceeding to litigation the Tenants' Project will attempt to informally resolve any difficulties with Landlord. The Tenants' Project may contact Landlord directly, without the participation of Landlord's Counsel, in order to informally resolve difficulties before the instigation of litigation, unless Landlord's Counsel revokes this consent in writing for specific matters. Landlord may agree to pay attorney fees to Tenants' Project as part of an informal settlement.

Agreed as to form and substance, this 19th day of September, 2017,

COUNSEL FOR PLAINTIFFS



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