



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 Plaintiff alleged in the Petition. This Decree resolves all class claims for the inclusion, use and enforcement of lease provisions prohibited under the IURLTA, including actual and punitive damages and attorney fees.

### III. DEFINITIONS

"Class" or "Class of tenants" or "Settlement Class" means all past and current tenants of Landlords who signed the Previous Standard Lease.

"Class Counsel" is Christopher Warnock of the Tenants' Project.

"Class Representatives" are Courtney Anderson and Megan Astell.

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

"Tenants' Project" is the Tenants' Project PLLC and Christopher Warnock.

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

"Landlords" means Defendant Latitude at River Landing Property Owner LLC and Intervenor Rise at Riverfront Crossing Owner LLC, jointly and severally, as well as their agents, successors, heirs and assigns.

"Plaintiffs" means Courtney Anderson and Megan Astell.

"Previous Standard Lease" is Landlords' standard lease, lease, rules and addenda as exemplified by Courtney Anderson's lease, which is Attachment One of Plaintiffs' First Motion for Partial Summary and Declaratory Judgment and Class Certification.

"Approved Standard Lease" is Landlords' new standard lease, lease, rules and addenda as approved by the Tenants' Project, attached hereto as Attachment 2.

"Effective Date" means the day after the Court enters a final Order certifying the Class and approving of this Consent Decree, and the appeal deadline has passed without any appeal being filed or the case has been remanded on appeal without any modifications to the final Order.

IV. RELEASE OF CLAIMS

A. Plaintiffs' Release

Upon the Effective Date Landlords, their owners, managers, employees, agents, attorneys, insurers, as well as the owners of properties they manage, and their respective heirs, successors and assigns, shall 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 Landlords and Landlords' use of the Previous Standard Lease under the IURLTA, whether seeking legal damages, including monetary, or equitable relief. The Class Representative fully and forever discharge the class claims for punitive damages arising from Landlords' inclusion or enforcement in the Previous Standard Lease of provisions prohibited under the IURLTA. This release does not include individual claims for actual damages due to the enforcement of provisions prohibited under the IURLTA. This Release is final

and shall survive the expiration of the Term of this Decree.

B. Landlords' Release

Upon the Effective Date , Plaintiffs, their heirs, assigns and successors, shall be fully and forever discharged by Landlords, their owners, managers, 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, that arose before entry of the Decree and were known or should have been reasonably known to Landlords, including late fees, court costs, etc,. Plaintiffs are not discharged from claims arising after the entry of this Decree including late or non-payment of rent, charges or damages due under their leases. Landlord fully and forever discharges only those claims against members of the Class that arise solely from their membership in the Class. 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, the Class or Landlords based on or arising out of events after the entry of this Decree.

V. 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. Landlords deny that the Previous

Standard Lease violates the IURLTA . Landlords' 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 Landlords, their owners, managers, employees or owners whose property they manage have on any occasion violated the IURLTA. Plaintiffs and Landlords have voluntarily entered into this Decree.

B. Duty to Defend and Support the Decree

Plaintiffs, The Tenants' Project and Landlords, 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

Landlords, their owners, managers, 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 for the purpose of evading this Decree. Landlords may freely sell, assign or transfer properties or interests in managed properties so long as this Decree continues to apply or have effect for the sold, assigned or transferred properties and their tenants.

D. Modification & Enforcement

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

E. Term of the Decree

The Decree will be in effect for four years from the Effective Date.

F. Additional Terms.

Submitted herewith is a proposed Order Granting Motion to Intervene,

Conditional Class Certification and Preliminary Approval of Settlement, which is incorporated by reference as additional terms of the agreement herein.

VI. ATTORNEY FEES, CLASS REPRESENTATIVE PAYMENT & COURT COSTS

Landlords and Plaintiff agree that Class 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 no more than \$15,000 to Christopher Warnock to be paid by Landlords no later than 10 days after the Effective Date.

Landlords and Plaintiff agree that Class Representatives Courtney Anderson and Megan Astell each will receive \$699 (six hundred and ninety nine dollars), as an enhancement payment for their time and effort, to be paid by Latitude through checks transmitted to Class Counsel no later than 10 days after the Effective Date. Landlords will pay all court costs due and owing, as well as the costs of class notification.

VII. RELIEF AND GENERAL INJUNCTIVE PROVISION

Settlement in the instant case is for injunctive relief only. For the term of the Decree, Landlords will not violate this Decree. Landlords' material violation of the Approved Standard Lease is a violation of this Decree. Landlords' material violation of the IURLTA or other Iowa law applicable to landlords or tenants shall be a violation of this Decree, but a violation of federal law or Iowa law with regard to discrimination or assistance animals shall not be a violation of this Decree. The Tenants' Project may enforce this Decree and may seek further injunctive relief if the Decree is violated. Willful violations of this Decree constitute contempt of court. The Tenants' Project will initially seek informal resolution of any problems or complaints arising under this Decree,

but the Tenants' Project may seek attorney fees if it prevails in any litigation under this Decree.

VIII. CLASS NOTIFICATION

Landlords will notify the Class of this case and the proposed settlement by posting a copy of Notice set forth on Attachment 3 on the door of each rental Unit at the Landlords' properties. Tenants' Project will also provide settlement information to the class via the Tenants' Project website. Notification will be done under the supervisions of the Tenants' Project. The cost of notification, including publication, will be paid by Landlord. The Notice and procedure provide for herein satisfy the requirements of Iowa Rules of Civil Procedure 1.266 and 1.271.

IX. LEASE

The Tenants' Project has reviewed Landlord's Previous Standard Lease and identified any provisions the Tenants' Project believes to be illegal, prohibited or unconscionable. Current tenants will be notified by Landlords that these provisions will not be enforced in the Notice at Attachment 3. These provisions will not be included in future leases. Landlords have created a new Approved Standard Lease which has been approved by Tenants' Project (Attachment 2). During the term of the Decree, Landlords will use the Approved Standard Lease as approved by the Tenants' Project and will not change or amend their standard form lease, lease rules or addenda without the approval of Tenants' Project.

If, after consultation, the Tenants' Project believes that a proposed change or amendment to the Approved Standard Lease is illegal, prohibited or unconscionable, but Landlord believes that the change or amendment is legal or conscionable, then

Landlord on motion may request that this Court resolve the legality or conscionability of the change or amendment under this Decree.

Agreed as to form and substance on January 9, 2020.



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