SETTLEMENT AGREEMENT

Fair Housing Center of Central Indiana, Fair Housing Center of Metropolitan Detroit, Miami Valley Fair Housing Center, Inc. v. The Barrington Group, Inc. and other entities

HUD Complaint Nos. 05-25-1139-8, 05-25-1140-8, 05-25-1141-8

This Agreement is entered into this ____ day of June, 2025 ("Effective Date"), between the Fair Housing Center of Central Indiana, Fair Housing Center of Metropolitan Detroit, Miami Valley Fair Housing Center, Inc. (collectively "Fair Housing Organizations") and the Barrington Group Inc. and the owners and operators of Auburn Heights Apartments, Barrington Square Apartments, Carnaby Village Townhomes, Four Winds Apartments, Horizon Apartments, Raccoon Creek Apartments, Somerford Square Apartments, Sussex Square Apartments, Wind Song Apartments (collectively the "Barrington Managed Properties") and is approved by HUD. This Agreement sets out the terms of settlement that the Fair Housing Organizations and Barrington Group (collectively "Parties") have agreed to in resolution of all claims that the Fair Housing Organizations have asserted or may assert with respect to claims of discrimination based on race and color involving the Barrington Managed Properties' criminal history screening policies in exchange for the dismissal with prejudice of HUD Complaint Nos. 05-25-1139-8, 05-25-1140-8, 05-25-1141-8.

These terms are meant to obligate the Parties to undertake the actions described below.

Terms of Settlement Agreed to by the Parties

The Parties acknowledge that in executing this Agreement (i) the Respondents do not admit liability, (ii) it is entered into by both parties with an understanding that the change in policies and avoiding costs of litigation are shared goals of all parties, and (iii) this Agreement implements a legally enforceable obligation and represents a full and final resolution of all allegations raised in these complaints.

Specific Commitments to Address and Resolve Potential Claims Against Barrington

Revision of Barrington's Criminal History Policy:
Within thirty days from the approval of this Agreement, Barrington shall adopt the criminal history policy attached at Attachment A at each of the Barrington Managed Properties. The policy shall be posted prominently on the websites for each property and be displayed prominently in the rental office of each property. A summary of the policy shall be included in all applications.

The revised policy shall be provided to any third-party screening company used by Barrington, and any such company shall be required to provide reports to Barrington agents and employees that are consistent with the policy.

Barrington will not rescreen tenants for criminal history after admission but will offer notice and an interactive process to any tenant where adverse actions directed toward the tenant are based on criminal history or pending charges.

Training:
All Barrington employees and agents, including personnel of any property management company used by Barrington, whose positions require them to have contact with applicants or tenants, and all mid-level and executive managers, who supervise such persons and all persons who establish policies for Barrington tenants and applicants shall complete a two-hour course on housing discrimination under the Fair Housing Act and shall also review the contents and implementation process for the revised criminal history policy. The training shall be conducted by a representative of the Fair Housing Organizations or by a well-recognized, industry-standard trainer mutually agreeable to the Parties within 60 days from the date HUD approves the Effective Date.

Reporting:
Through December 31, 2026, Barrington will provide a report to the Fair Housing Organizations every six months from the date of the Execution of the Agreement (it being the intention of the communication to improve future screenings and not to facilitate retrospective enforcement actions) sharing information concerning each applicant or tenant who is/are being evaluated under the criminal history policy at Attachment A and who appear subject to denial, providing:

1. The applicant's unique prospect code.
2. Documentation of the criminal history that caused concern, with all PII redacted.
3. The name of the person who conducted the interactive process, if one was conducted.
4. The outcome of the interactive process, if one was conducted.

All required certifications and documentation of compliance must be submitted to:
The Fair Housing Center of Central Indiana, attention Amy Nelson, anelson@fhcci.org
The Fair Housing Center of Metropolitan Detroit, attention Steve Tomkowiak, stomkowiak@fairhousingdetroit.org; and Miami Valley Fair Housing Center, attention Jim McCarthy, jim.mvvsrthy@mvfairhousing.org .

Posting:
Barrington will post the HUD-approved Fair Housing Poster in a conspicuous location in all locations where rental transactions occur.

Monitoring:
HUD shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, upon commercially reasonable notice and during normal business hours, HUD may review and copy reasonably pertinent records of Respondent at the Barrington Managed Properties.

Monetary Compensation:
Respondents agree to make a payment to Complainants in the amount of $120,000.00. Respondents shall pay the sum of $90,000 within ten (10) calendar days from the dismissal of

HUD Complaint Nos. 05-25-1139-8, 05-25-1140-8, 05-25-1141-8, and shall pay the remaining sum of $30,000.00 on or before April 1, 2026. The payment shall be made via check and sent to the attention of Gloria Franklin, Relman Colfax LLC, 1225 19th Street NW, Suite 600, Washington, D.C. 20036. A copy of proof of payment shall be sent to R5FHEOConciliation@hud.gov .

Mutual Releases

The Fair Housing Organizations hereby forever waive, release, and covenant not to sue the Barrington Managed Properties, their heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter addressed in HUD Case Numbers 05-25-1139-8, 05-25-1140-8, and 5-25-1141-8 or which could have been filed in any action or suit arising from said subject matter.

The Barrington Managed Properties hereby forever waive, release, and covenant not to sue the Fair Housing Organizations, or their successors, assigns, agents, officers, board members, employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 05-25-1139-8, 05-25-1140-8, and 05-25-1141-8 or which could have been filed in any action or suit arising from said subject matter.

Time is of the Essence:

The Parties agree that time is of the essence in implementing the terms of this Agreement and further agree to use good faith efforts to comply fully with the letter and spirit of the provisions herein.

Term of the Agreement:

The term of this Agreement shall be two years from the Effective Date.

[Signature Page Follows]

By affixing their signatures hereunder, the parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

Complainants:

Complainant, Fair Housing Center of Central Indiana, Inc.	Date
Complainant, Fair Housing Center of Metropolitan Detroit, Inc.	June 11, 2025 Date
Complainant, Miami Valley Fair Housing Center, Inc.	June 11, 2025 Date

Respondents:

By: Larry P. Lieberman, President, for Respondents, The Barrington Group, Inc., for, and on behalf of, all Respondents	June, 10, 2025 Date

By affixing their signatures hereunder, the parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

Complainants:

Complainant, Fair Housing Center of Central Indiana, Inc.	6/10/2025 Date
Complainant, Fair Housing Center of Metropolitan Detroit, Inc.	Date
Complainant, Miami Valley Fair Housing Center, Inc.	Date

Respondents:

By: Larry P. Lieberman, President, for Respondents, The Barrington Group, Inc., for, and on behalf of, all Respondents	June, 10, 2025 Date

ATTACHMENT A

Criminal History Policy

The health, safety, security, and wellbeing of residents is of utmost importance in assessing an applicant's eligibility for admission.

_____(name of property) is committed to following the letter and the spirit of the Fair Housing Act. We use a criminal history policy for applicants that requires us to carefully consider, on a case-by-case basis, the nature and severity of any crime resulting in a conviction of an applicant. If we decide to reject an applicant because of a criminal history, we may provide an interactive process to consider whether the applicant should be accepted, as explained below.

Regardless of the nature of the conviction, if a member of an applicant household has been released from incarceration, management:

- Will deny admission based solely on this criteria if the exit from incarceration occurred within 7 years of application, and may deny admission based solely on this criteria if the exit from incarceration occurred more than 7 years from application.

If a member of an applicant household, whether adult or juvenile, is subject to a lifetime registration requirement under any State sex offender registration program, management:

- Will deny admission based solely on this criteria if the household is unwilling to remove the ineligible household member from the applicant household.

If a member of an applicant household has been convicted of a felony offense involving the sale or manufacture of a controlled substance, management:

- Will deny admission based solely on this criteria if the conviction occurred within 5 years of application, and may deny admission based solely on this criteria if the conviction occurred more than 7 years from application.

If a member of an applicant household has been convicted of a felony offense not described above or a violent misdemeanor, management:

- Will deny admission based solely on this criteria if the conviction occurred within 5 years of application, and may deny admission based solely on this criteria if the conviction occurred more than 5 years from application;

If a member of an applicant household has been convicted of a nonviolent misdemeanor offense, management:

- May deny admission based solely on this criteria if the conviction occurred within 3 years of application.

Management will not consider an arrest or charge that was resolved without conviction. In addition, management will not consider expunged or sealed convictions. Management may deny admission if an applicant has pending charges at the time of application only if its decision to deny is based on Management's good faith belief that the conduct presented a direct threat to the health or safety of others to the property of others based on review of the charges asserted and any information the applicant chose to provide at the time of application.

When an applicant is otherwise qualified but management “intends to deny” admission based on release from incarceration, a criminal conviction, or pending criminal charge(s), management will conduct an individualized assessment of the criminal record and its impact on the household’s suitability for admission, within the context of the entirety of application information including consideration of any relevant mitigating information provided, before making a determination.

Management will notify any household that it intends to deny under this policy of their opportunity for an individualized assessment and offer them the opportunity for such an assessment before the denial is made. Management shall provide notice to what it will consider in an individualized assessment.

This individualized assessment may include consideration of one or more of the following mitigating factors: (1) the seriousness of the criminal offense; (2) the relationship between the criminal offense and the safety and security of residents, staff, or property; (3) the length of time since the offense, with particular weight being given to significant periods of determinable good behavior; (4) the number and nature of any other criminal convictions; and (5) evidence of rehabilitation, including multiple confirmatory factors such as consistent, ongoing employment, current participation in job training program(s) or confirmable completion of same, current enrollment in an education or rehabilitation program or confirmable evidence of completion of same, ongoing participation in a drug or alcohol treatment program or a demonstrable, material period of sobriety, and written recommendations from multiple sources such as from a parole or probation officer, employer, teacher, social worker, or community leader.

“Violent” as used here means a crime that has as an element the use, attempted use, or threatened use of physical force against the person or property of another to cause physical or psychological harm, or any other offense that by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense. Examples, which are illustrative and not exhaustive, include: homicide, rape, sexual assault, robbery, assault, domestic violence, and stalking. Any crime that does not fall within the definition of “Violent” is, for purposes of this policy, “Nonviolent.”