

STATE OF INDIANA
IN THE MARION COUNTY SUPERIOR/CIRCUIT COURT

MISCELLANEOUS DOCKET NUMBER _____

IN RE: INDIANAPOLIS HOUSING
AGENCY

Respondent.

ASSURANCE OF VOLUNTARY
COMPLIANCE

The State of Indiana, by Deputy Attorneys General Timothy Weber and Chase M. Haller, and the Respondent, the Indianapolis Housing Agency (“IHA”), enter into an Assurance of Voluntary Compliance (“Assurance”) pursuant to Indiana Code § 24-5-0.5-7. In support thereof, the parties to this Assurance state as follows:

1. The State of Indiana initiated an investigation of certain acts and practices of IHA related to its management of the Richard G. Lugar Tower (the “Lugar Tower Apartments”) as a result of at least forty (40) consumer complaints filed with the Office of the Indiana Attorney General Consumer Protection Division.

2. The State of Indiana alleges that IHA violated the Indiana Home Loan Practices Act, Ind. Code § 24-9, *et. seq.*, and the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5, *et. seq.*, in its transactions with Indiana consumers. Specifically, the State of Indiana alleges that IHA engaged in a pattern of violating Ind. Code 32-31-8, *et. seq.*, and the covenant of quiet enjoyment of the tenants of Lugar Tower Apartments by:

- a. Failing to provide consistent hot water service to tenants for intermittent periods between June 2022 and February 2023;

- b. Failing to provide reliable and consistently working elevators between June 2022 and January 2023;
 - c. Failing to reasonably secure common areas and the front entrance, leading to regular reports of criminal activity and loitering at the complex; and
 - d. Failing to promptly remove human excrement from the stair wells and otherwise maintain adequate cleanliness of common areas.
3. IHA denies the State's allegations.
 4. This Assurance does not constitute, and shall not be considered, an admission by IHA of a deceptive act for any purpose or as to any violation of Indiana's Home Loan Practices Act, Ind. Code § 24-9, *et. seq.*, or Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5, *et. seq.*, nor shall it be construed as an abandonment by the Attorney General of his position that the IHA violated the above referenced statutes.
 5. This Assurance cannot be used against IHA as evidence of or in any proceeding relating to Lugar Tower Apartments except as provided in Paragraphs 22 and 29 of this Assurance.
 6. The State of Indiana and IHA agree to the following additional facts:
 - a. On December 1, 2022, IHA hired Bradley Company ("Bradley")¹ to act as the property management company for Lugar Tower Apartments. Prior to this, IHA had managed Lugar Tower Apartments on its own.

¹ Bradley Company is a licensed property management company holding broker branch license BO92000004 and broker company license LC10300115.

- b. From February 1-3, 2023, IHA, through Bradley, installed two water heaters. Since this date, there has been no significant interruption to hot water service.
- c. On January 23, 2023, IHA, through Bradley, had all elevators fully repaired. Since this date, there has been no significant interruption to elevator service.
- d. By December 15, 2022, IHA, through Bradley, had the front sliding door repaired. Since that date, there has been no significant issue with the front door.
- e. In December of 2022, IHA had Bradley's day-to-day staff clean the common areas. From May 16-18, 2023, Bradley hired RAM-3 to power-wash and deep clean the stairwells. Since this date, IHA, by Bradley, has purchased an electric pressure washer and has its own maintenance staff conducting periodic deep cleaning of the stairwells and other common areas.
- f. In January of 2023, IHA, by Bradley, placed a security guard in the Lugar Tower Apartments lobby for the hours of 8:00 AM to 5:00 PM.
- g. Between January 1 and January 15, 2023, IHA, by Bradley, conducted a full building sweep of Lugar Tower to ensure only tenants were occupying units in the building and to catalog tenant complaints.

- h. On May 9, 2023, IHA, by Bradley, changed the security company's hours in the Lugar Tower Apartments lobby to 4:00 PM to 4:00 AM.
- i. On May 25, 2023, IHA, by Bradley, changed the security company's hours to 24-hour coverage on a temporary basis.
- j. In June 2023, IHA inquired with the Mayor's office regarding Flock Safety camera access for Bradley, and IHA and Bradley are continuing to investigate whether Flock's systems will be sufficient and reasonable for the property.

7. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

8. Matters addressed in this Assurance may be reopened in the future for further proceedings in the public interest, at the Attorney General's discretion and otherwise in accordance with Ind. Code § 24-5-0.5-7(b)

I. PARTIES

9. The Attorney General is authorized to enter into and file this Assurance with the Marion County Superior Court pursuant to Indiana Code § 24-5-0.5-7.

10. The Respondent, IHA, is a federally-funded government housing agency that provides low-income families, seniors and families with disabilities access to affordable housing.

11. The Lugar Tower Apartments is a seventeen (17) story apartment complex containing 250 one-bedroom apartments. It is located at 901 Fort Wayne Avenue in Indianapolis, Indiana 46202.

II. AGREEMENT

12. The terms of this Assurance apply to and are binding upon IHA, its employees, agents, representatives, successors, and assigns.

A. RESOLUTION OF CONSUMER COMPLAINTS

13. Provided that IHA fully complies with the Compliance Monitoring in this Assurance, the Attorney General shall close all pending investigations known to the Attorney General against IHA as of the date that this Assurance is fully executed by both parties and shall release any and all civil claims for which it may be otherwise entitled to bring against IHA in connection with the investigation of the Lugar Tower Apartments. This release shall not be construed to limit the ability of the Attorney General to investigate or prosecute claims that accrue after the date of this Assurance, nor shall it limit the ability of the Attorney General to investigate complaints related to other IHA properties.

14. Any subsequent consumer complaints filed against IHA or its successors and assigns shall be subject to the requirements of Section B. below related to ongoing Compliance Monitoring.

B. COMPLIANCE MONITORING

15. **Jurisdiction and Compliance Period.** IHA explicitly agrees to subject itself to the jurisdiction of this Court for a period of two years from the date

of this Assurance (the "Compliance Period") in order to ensure compliance with the terms of the Assurance.

16. **Cooperation.** IHA shall fully cooperate with the Office of the Attorney General in attempting to resolve any future written consumer complaints against IHA relating to the Lugar Tower Apartments received by the Office of the Attorney General during the Compliance Period. IHA appoints its Chief Operating Officer, Greg Stocking, as its single point of contact during the compliance period. IHA may change this single point of contact from time to time by written notice to counsel for the Office of the Indiana Attorney General.

17. **Responses to Consumer Complaints.** Following the full execution of this Assurance, each consumer complaint that is opened regarding the Lugar Tower Apartments, in the discretion of the Attorney General, shall require a formal written response by IHA within twenty (20) calendar days of their receipt of the associated consumer complaint. This response may be delivered by electronic mail to counsel for the Office of the Attorney General. For good cause shown, IHA shall be entitled to request in writing an extension to respond to the consumer complaint of an additional (15) calendar days. The Attorney General will not unreasonably withhold its consent to an extension provided the matter at issue is not an emergency wherein a delay could adversely affect the health and well-being of a complainant tenant.

18. **Access to Property.** IHA agrees to allow reasonable access to the Lugar Tower property upon at least 72 (seventy-two) hour written notice from staff

of the INOAG for the purpose of conducting follow-up inspections or interviews of Lugar Tower residents to ensure that conditions at the property have reasonably improved as a result of this Assurance.

19. **Compliance Reports.** During the Compliance Period and on or before September 1, 2023, IHA shall submit by electronic mail a quarterly written report (hereafter "Compliance Report") to counsel for the Office of the Indiana Attorney General containing at least the following information:

- a. a list of all open consumer complaints filed with the Indiana Attorney General and against IHA as a Respondent relating to the Lugar Tower Apartments containing, at a minimum: the investigation number, complainant(s) property address, whether the property is currently occupied, the status of IHA's response to the complaint, and any direct actions taken by IHA to resolve the consumer's complaint. An initial list of consumer complaints will be provided to counsel for IHA within five (5) days of the filing of this Assurance;
- b. a list of all open Department of Health complaints filed related to the Lugar Tower Apartments containing, at a minimum, the complaint number, complainant(s) property address, the status of IHA's response to the complaint, and any direct actions taken by IHA to resolve the department of health complaint;
- c. a list of all maintenance requests received for the Lugar Tower Apartments by IHA or its property management company containing,

the request number or identifier, requester(s) property address, and the status of IHA's response to the request; and

- d. a narrative description of any and all capital improvements or repairs made to the Lugar Tower Apartments during the reporting period which would be reasonably construed to have an impact on the tenants' quiet enjoyment of their leased property.

20. The Compliance Reports submitted to counsel for the Office of the Indiana Attorney General are not confidential investigative records and may be freely shared with the public.

21. **Reporting Schedule.** The Compliance Reports shall be due on the following schedule and will be subject to a ten (10) day grace period for delivery to counsel listed in ¶17:

Report Trigger Date:	Report Delivery Due:
September 1, 2023	September 11, 2023
December 1, 2023	December 11, 2023
March 1, 2024	March 11, 2024
June 1, 2024	June 11, 2024
September 1, 2024	September 11, 2024
December 1, 2024	December 11, 2024
March 1, 2025	March 11, 2025
June 1, 2025	June 11, 2025

22. **Disputes Related to this Assurance.** Should a dispute arise between the Office of the Indiana Attorney General and IHA following the execution of this Assurance related to IHA's resolution of any subsequently filed consumer complaints, the Office of the Attorney General may either: a.) file an independent action in Marion County pursuant to its authority under Ind. Code Title 24, *et. al.* and *may* seek to consolidate that Cause to this same Court for the disposition of those claims.

C. ADDITIONAL PROVISIONS

23. IHA agrees that, through Bradley, it must manage the Lugar Tower Apartments in a manner that complies with Ind. Code § 32-31-8-5, *et. seq.* and that also complies with Ch. 10 of the Marion County Health and Housing code, including but not limited to, the following:

- a) Continuous operation of the building's heating and cooling systems, pursuant to Section 10-504 of the Marion County Health and Housing Code;
- b) Treatment and prevention related to any noticed pest and/or rodent infestations, pursuant to Section 10-303(c) of the Marion County Health and Housing Code;
- c) Ensuring that each apartment unit is equipped with a functioning and secure locking mechanism pursuant to Section 10-408 of the Marion County Health and Housing Code.

24. IHA agrees that, through Bradley, it must manage the Lugar Tower Apartments in a manner that complies with all relevant state and federal statutes and regulations.

25. IHA agrees it will continue to use a licensed property management company to service the Lugar Tower Apartments during the Compliance Period.

26. IHA agrees it will continue to ensure there is reasonable security presence at the Lugar Tower Apartments during the Compliance Period.

27. Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act.

28. IHA shall not represent that the Office of the Attorney General approves or endorses IHA's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

29. The Office of the Attorney General shall file this Assurance with the Marion County Superior Court and petition the Court to approve this Assurance, as required by Ind. Code § 24-5-0.5-7(a).


30. The Court's approval of this Assurance shall not act as a bar to any private right of action to any person by and against IHA and likewise the Assurance shall not in any way bar IHA from seeking its own private rights and remedies for which it may be entitled under the law.

DATED this 8th day of August, 2023.

[SIGNATURES FOLLOW]

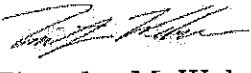
STATE OF INDIANA

THE OFFICE OF THE INDIANA
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RESPONDENT

INDIANAPOLIS HOUSING AGENCY

By: 

Name: Marcia F Lewis

Title: Chief Executive Officer