

SETTLEMENT AGREEMENT
between
THE UNITED STATES OF AMERICA
and
HEZEKIAH WEBB and JAMESEVA WEBB

I. INTRODUCTION

1. This Settlement Agreement (hereinafter “Agreement”) is made and entered into by and between the United States of America, through the United States Department of Justice (“United States”), and Hezekiah and Jameseva Webb (“Defendants”) (collectively, “the Parties”), through their authorized representatives.

II. RECITALS

2. This Agreement resolves a lawsuit filed by the United States on August 31, 2016, entitled United States v. Hezekiah Webb and Jameseva Webb, No. 4:16-cv-01400-SNLJ (E.D. Mo.), to enforce the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601–3631 (hereinafter “Lawsuit”). In this action, the United States alleges that Hezekiah Webb violated the Fair Housing Act by discriminating against tenants and prospective tenants on the basis of sex in the rental of dwellings he owned and managed in and around St. Louis, Missouri. Specifically, the United States alleges that from at least 1994 through at least 2014, Hezekiah Webb subjected multiple female tenants and prospective tenants to unwelcome sexual harassment and retaliation, including but not limited to the following:

- a. Making unwelcome sexual comments and advances to female tenants and prospective tenants;
- b. Groping, touching, or attempting to touch female tenants on their breasts and bodies without their consent;
- c. Offering to grant tangible housing benefits – such as reducing rent, overlooking or excusing late or unpaid rent, and forestalling or terminating eviction proceedings – in exchange for sex or sexual favors; and
- d. Taking adverse housing actions, or threatening to take such actions, against female tenants or prospective tenants who objected to, refused, or would not continue to grant sexual favors.

3. The United States alleges that the conduct described above constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the FHA and denial to a group of persons of rights granted by the FHA, which denial raises an issue of general public importance.

4. The United States further alleges that Jameseva Webb is liable for discriminatory actions and conduct committed by Hezekiah Webb because she co-owns and co-leases these rental dwellings with Hezekiah Webb.

5. Defendants deny any and all allegations brought by the United States in the Lawsuit. The Lawsuit and the claims asserted therein by the United States of America and the allegations of the aggrieved persons are disputed by Defendants. This Settlement Agreement shall not be construed to be as an admission of wrongdoing or an admission of liability by Defendants.

III. STATEMENT OF CONSIDERATION

6. The Parties have agreed that this Lawsuit and the claims set forth in the Recitals, Paragraphs 2 and 3, supra, should be resolved amicably in order to avoid protracted and costly litigation. Accordingly, in consideration of, and consistent with, the terms and conditions of this Agreement described below, the Parties agree to move to jointly dismiss the United States' Lawsuit with prejudice subject to reinstatement pursuant to Paragraph 25, infra, after the monetary payments required under Section IV.E, infra, have been made. The Department of Justice through the United States Attorney General releases and discharges Defendants from the allegations contained in the Recitals, Paragraphs 2-4, supra, and all potential liability for FHA claims that have been or could have been asserted by the United States Attorney General based on the pattern or practice and conduct described in the United States' Complaint in the Lawsuit that occurred in connection with rental properties located at the addresses of: 4515-4517 Margaretta Avenue, St. Louis, Missouri; 4514 Margaretta Avenue, St. Louis, Missouri; 2409 Cleveland Avenue, East St. Louis, Illinois; 118 Dogwood Drive, O'Fallon, Illinois; 4819 Anderson Avenue, St. Louis, Missouri; 10201 Earl Drive, St. Louis, Missouri; 10133 Duke Drive, St. Louis, Missouri; and 16721 Newbury Crossing, Florissant, Missouri, to the extent such pattern or practice and conduct occurred prior to the Effective Date. Notwithstanding the foregoing, the United States Attorney General does not forego the right to recover a civil penalty for subsequent violations per 42 U.S.C. §3614(d)(1)(C)(ii). This release shall not preclude or affect any right of the Department of Justice to determine and ensure compliance with the terms and provisions of this Settlement Agreement, or to seek penalties for any violations thereof. The Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS

A. Prohibition Against Discrimination and Retaliation Under the FHA

7. Defendants, and all other persons and entities in active concert or participation with them, will comply with the Fair Housing Act, including not to discriminate on the basis of sex as provided in 42 U.S.C. § 3604(a).

8. Defendants will not retaliate against, or coerce in any way, any person who exercises his or her rights under the FHA or this Agreement.

B. Provisions Regarding Management of Residential Rental Properties

9. Hezekiah Webb is prohibited from entering any of Defendants' rental properties and prohibited from directly or indirectly performing any property management responsibilities at any residential rental property. For purposes of this Agreement, "property management responsibilities" include the following: showing or renting housing units; processing rental applications; performing or supervising repairs or maintenance; determining tenant eligibility for subsidies or waivers of fees and rents; inspecting dwelling units; collecting rent and fees; entering rental units; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, personal contact with tenants or prospective tenants.

10. Hezekiah Webb is prohibited from purposefully or knowingly initiating contact or communications, either directly or indirectly, with any current or former tenant, including any person identified by the United States as an aggrieved person in this action, except to the extent that a former or current tenant has a familial relationship with Defendants. Jameseva Webb is prohibited from purposefully or knowingly initiating contact or communications, either directly or indirectly, with any person identified by the United States as an aggrieved person in this action. "Contact or communications" includes, but is not limited to, physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made through third parties.

11. In the event that Defendants inadvertently or unintentionally initiate any contact with any current or former tenant not excepted by Paragraph 10, supra, they will immediately discontinue the contact or communication and take all reasonable steps to avoid any further contact or communication.

12. Within 180 days of the Effective Date of this Agreement, Defendants will sell or transfer all of their residential rental properties. A list of the rental properties that Defendants currently own is contained in Attachment A. Rental properties located at 4515 Margareta Avenue, St. Louis, Missouri, 63115, and 4517 Margareta Avenue, St. Louis, Missouri, 63115, shall only be sold or transferred to bona fide, third-party purchaser(s) in an arms-length transaction(s). Rental properties located at 118 Dogwood Drive, O'Fallon, Illinois, 63369, shall be sold or transferred to Defendants' son and the rental property located at 2409 Cleveland Avenue, East St. Louis, Illinois, 62205, shall be donated to Defendants' church, Truelight Baptist Church, 1535 Tudor Avenue, East St. Louis, Illinois, 62207. Defendants will have no interest in the properties following the transfer and play no role in the properties, pursuant to Paragraph 9, supra. If either 118 Dogwood Drive or 2409 Cleveland Avenue are not so transferred within 30 days of the Effective Date of this Agreement, Defendants shall sell or transfer said residential rental properties to a bona fide, third-party purchaser(s) in an arms-length transaction(s). For purposes of this Agreement, a "bona fide, independent third-party purchaser" is one with whom Defendants have no current or past financial, contractual, personal, or familial relationship. An "arms-length transaction" is one that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. A corporation or entity of which either Defendant is an officer, partner, employee, or agent, or in which either Defendant has an ownership, financial or

controlling interest, is not a “bona fide, independent third-party purchaser,” and any transaction involving such a purchaser will not qualify as an “arms-length transaction.”

13. Upon sale or transfer of Defendants’ rental properties, as set forth in Paragraph 12, supra, Defendants will provide the United States with the date of the sale or transfer within 10 days of such transaction and provide copies of the documents memorializing the sale or transfer, and contact information for the subsequent purchaser.

14. Between the Effective Date of this Agreement and the date of sale or transfer of the properties, a third party will perform all property management duties as described in Paragraph 9, supra, at any residential rental property currently owned, managed, or controlled by Defendants. The parties have agreed that Kevin Green, attorney for Hezekiah Webb and Jameseva Webb, may perform these functions.

15. Should Defendants wish to change managers for any reason, they will first provide the name, address, and job title, if any, of the prospective manager, in writing, to the United States for written approval at least 10 days prior to retaining the individual or entity. Approval from the United States will not unreasonably be withheld.

16. Hezekiah Webb will not enter any residential property listed in Attachment A, including any dwelling unit at such property.

17. If Defendants fail to sell or transfer any of their rental properties or any portion thereof as set forth in Paragraph 12, supra, Defendants will remain jointly and severally liable for any violation of this Agreement, including for transfers to any non-bona fide purchaser or transferee, except for those transfers set forth in Paragraph 12, supra. Additionally, the following provisions will apply with respect to any property not sold or fully transferred to a bona fide, independent, third-party purchaser, with the exception of the transfers set forth in Paragraph 12, supra:

- a. Implement, subject to the United States’ approval, a written policy against sexual harassment, including a formal complaint procedure. A copy of this policy and procedure shall be provided to counsel for the United States within 30 days of the Effective Date of this Agreement for properties listed in Attachment A and within 30 days of the purchase, lease, or assumption of control of any other residential rental properties. This policy and procedure will be implemented within five days of notification from the United States to Defendants that the policy and procedure are satisfactory to the United States. At that time, Defendants will direct the Independent Manager to notify all new and current tenants of the policy and procedure.
- b. Ensure that any employees who will be performing any duties with respect to current or future residential rental properties are familiar with the requirements of the FHA, particularly as they pertain to discrimination on the basis of sex and sexual harassment.

- c. Post an “Equal Housing Opportunity” sign in any rental office through which dwellings at current or future properties are rented, which indicates that all dwellings are available for rent on a nondiscriminatory basis. An 11-inch by 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster will be placed in a prominent, well-lit location where it is easily readable. Defendants may use HUD Form 928, available at: <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>.
- d. Require that all advertising conducted for any of the current or future properties in newspapers, telephone directories, radio, television, Internet websites, social media, or other media, and all billboards, signs (including at the properties), pamphlets, brochures, and other promotional literature, include either a fair housing logo, the words “equal housing opportunity provider,” and/or the following sentence: “We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability.” The words or logo will be legible and prominently placed.
- e. Send to the United States within 30 days after the Effective Date of this Agreement, and every six months thereafter for the duration of this Agreement, a list of all tenants at current or future properties and their addresses.
- f. Maintain all rental records kept in relation to rental of current and future residential rental properties and allow the United States to inspect and copy such records upon reasonable notice.
- g. Provide any information reasonably related to compliance with this Agreement that is requested by the United States.
- h. Defendants will be required to attend an in-person training on the Fair Housing Act, including the Act’s provisions related to sex and sexual harassment discrimination and discriminatory statements within 240 days of the Effective Date of this Agreement. The trainer or training entity must be qualified to perform such training, must be independent of Defendants, and must be approved in advance by the United States. Defendants will bear the cost of any expenses associated with this training. Defendants will obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificates shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed. Defendants will send a copy of these certificates to counsel for the United States within 10 days of the training.

C. Acquisition or Transfer of Interest in Residential Rental Properties

18. If, at any time during the effective period of this Agreement, either or both Defendants acquire a direct or indirect management, ownership, financial, or controlling interest in any other residential rental property, such property will be subject to the provisions outlined in

Paragraphs 9, 14, 15, and 17, supra, of this Agreement. Within 10 days of acquiring such an interest, Defendants will notify counsel for the United States of the nature of their interest in the dwelling or property; the address of the property; the number of individual dwelling units at the property; and any other information required under this Agreement. Defendants will further provide the United States with copies of any documents memorializing the transfer in interest of the property.

D. Compensation of Aggrieved Persons

19. Within twenty (20) days of the Effective Date of this Agreement, Defendants will pay a total of \$600,000 to the aggrieved persons identified by the United States and listed in Attachment B, by Defendants delivering to counsel for the United States, by overnight mail, checks payable to each aggrieved person in the amount specified in Attachment B.

20. When counsel for the United States has received checks from Defendants payable to aggrieved persons in Attachment B and a signed release in the form of Attachment C from each such aggrieved person, counsel for the United States shall deliver each check to each aggrieved person and the original, signed releases to counsel for Defendants. The United States shall deliver the fully executed release by overnight mail to counsel for Defendants. No aggrieved person will be paid until he or she has signed and delivered to counsel for the United States the release at Attachment C.

E. Civil Penalty

21. Within 10 days of the Effective Date of this Agreement and upon the United States delivering written instructions for the below electronic fund transfer, Defendants will pay \$25,000 to the United States Treasury as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment will be in the form of an electronic fund transfer pursuant to written instructions to be provided by the United States.

22. In the event that either or both Defendants, their agents, or their employees engage in any future violation(s) of the FHA, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

F. Implementation, Enforcement and Dismissal of Underlying Action

23. The United States may review compliance with this Agreement at any time, including through testing of Defendants and their properties. Defendants agree to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, Defendants will permit counsel for the United States at the cost of the United States to inspect and copy all non-privileged records pertinent to this Agreement.

24. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating court action. If the United States believes that any Defendant has failed to perform in a timely manner any act required by this Agreement, or has otherwise not acted in conformance with any provision

thereof, whether intentionally or not, the United States will notify Defendants in writing of their concerns. Defendants will have 15 days from the date of notification to cure the breach.

25. If the Parties are unable to reach a resolution within 15 days, the United States may seek appropriate relief from the Court prior to dismissal of the United States' action, or, if these actions have been dismissed, move the Court to restore this action to the Court's active docket for purposes of any such claim of breach. Defendants consent to and agree not to contest the United States' motion to restore the present action(s) to the Court's active docket. Alternatively, the United States may file a separate action for breach of this Agreement, or any provision thereof, in the United States District Court for the Eastern District of Missouri. In any action filed under this paragraph, Defendants agree not to contest the exercise of personal jurisdiction over them by this Court and not to raise any challenge on the basis of venue.

26. In any action or proceeding brought by United States to enforce this Agreement, the United States may seek, and the Court may grant as relief, any or all of the following: 1) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; and 2) any additional relief that may be authorized by law or equity. In any such action or proceeding, Defendants agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

27. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

G. Termination of Litigation Hold

28. The Parties agree that, as of the Effective Date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in this Agreement. To the extent that any party has previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described above, that Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations under this Agreement, including, *inter alia*, Defendants' obligation to preserve documents under Paragraph 17.f, *supra*.

H. Duration, Execution and other Terms

29. This Agreement is effective on the date of the signature of the last signatory to the Agreement (previously referenced as the "Effective Date"). The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

30. The duration of this Agreement shall be for five years from the Effective Date.

31. Each Party shall bear its own legal or other costs incurred in connection with this matter, including the preparation, negotiation and performance of this Agreement.

32. This Agreement constitutes the complete agreement among the parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

33. Each Party and signatory to this Agreement represents that they freely and voluntarily enter into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

34. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities stated herein and as indicated below.

35. This Agreement is binding on the Parties and their transferees, successors, heirs and assigns, except for those purchasers and transferees set forth in Paragraph 12, supra.

36. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

37. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another Party, the performance of one Party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another Party.

38. This Agreement is a public document. The Parties agree and consent to the United States' disclosure of this Agreement and information concerning this Agreement to the public.

39. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another party or a third party, seek to have any Court declare or determine that any provision of this Agreement is illegal or invalid.

40. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged by a third party in a court other than the United States District Court for the Eastern District of Missouri, the parties agree that they will seek removal and/or transfer to the Eastern District of Missouri.

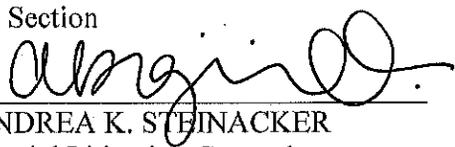
41. This Agreement may be modified only with the written consent of all Parties. Any modification must be in writing and signed by the parties through their authorized representatives.

FOR THE UNITED STATES OF AMERICA:

Dated: March 19, 2018

JOHN M. GORE
Acting Assistant Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Chief, Housing and Civil Enforcement
Section


ANDREA K. STEINACKER
Special Litigation Counsel

ABIGAIL A. NURSE
KINARA A. FLAGG
MAX LAPERTOSA

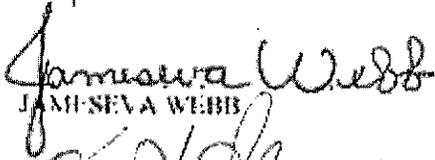
Attorneys
United States Department of Justice
Housing and Civil Enforcement Section
Civil Rights Division
950 Pennsylvania Ave. NW – G St.
Washington, DC 20530
Tel: (202) 353-9732
Fax: (202) 514-1116

FOR DEFENDANTS HEZEKIAH AND JAMI SEVA WEBB

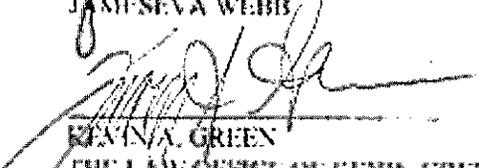
Dated: *March 16* .2018



HEZEKIAH WEBB



JAMI SEVA WEBB



KEVIN A. GREEN

THE LAW OFFICE OF KEVIN GREEN, LLC

4387 Laclede Avenue

St. Louis, MO 63108

Attachment A
List of Residential Rental Properties

1. 4514 Margareta Avenue, St. Louis, MO 63115
2. 4515 Margareta Avenue, St. Louis, MO 63115
3. 4517 Margareta Avenue, St. Louis, MO 63115
4. 118 Dogwood Drive, O'Fallon, IL 62269
5. 2409 Cleveland Avenue, East St. Louis, IL 62205

Attachment B
List of Aggrieved Persons and Damages Awards

1.	[REDACTED]	\$35,000
2.	[REDACTED]	\$20,000
3.	[REDACTED]	\$50,000
4.	[REDACTED]	\$50,000
5.	[REDACTED]	\$20,000
6.	[REDACTED]	\$20,000
7.	[REDACTED]	\$60,000
8.	[REDACTED]	\$60,000
9.	[REDACTED]	\$50,000
10.	[REDACTED]	\$35,000
11.	[REDACTED]	\$55,000
12.	[REDACTED]	\$55,000
13.	[REDACTED]	\$20,000
14.	[REDACTED]	\$35,000
15.	[REDACTED]	\$35,000

Attachment C
Release of Claims

FOR THE SOLE CONSIDERATION OF _____ DOLLARS AND ZERO CENTS (\$ _____), the receipt and sufficiency whereof is hereby acknowledged, _____ (hereinafter the "Undersigned"), hereby releases and forever discharges Hezekiah Webb, Jameseva Webb, their owners, partners, managers, employees, agents, insurers, heirs, assigns, executors, and all other persons, firms or corporations liable or who might be claimed to be liable, (hereinafter referred to as "Released Parties"), none of whom admit any liability to the Undersigned, but all expressly deny any liability, from any and all losses, damages, claims, demands, actions, causes of action or suits of any kind or nature whatsoever, including but not limited to all injuries, known and unknown, both to person and real and personal property, which have been incurred or which may develop, arising out the allegations set forth in the lawsuit pending in the United States District Court for the Eastern District of Missouri, Eastern Division, Case No. 4:16-cv-01400-SNLJ (the "Lawsuit"). This is a settlement of a disputed matter, whereas the Released Parties have denied that they in anyway committed wrongdoing and/or are liable for any injury or damages, and continue to deny the same. This Release and Settlement Agreement shall not be construed in any manner to be an admission of liability by the Released Parties.

I agree that I am not obligated to discuss this payment.

The Undersigned hereby declares that the Undersigned has read and fully understands the terms of this settlement and voluntarily accepts these terms for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned for the express purpose of precluding forever any claims which were made or could have been made in the Lawsuit, *United States v. Hezekiah Webb and Jameseva Webb*, Case No. 4:16-cv-01400-SNLJ (E.D. Mo.).

The Undersigned hereby accepts a draft or drafts as final payment of the consideration set forth above.

Executed this _____ day of _____, 2018.

Signature

Print Name