

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
BOWLING GREEN DIVISION**

Filed Electronically

UNITED STATES OF AMERICA,

Plaintiff,

v.

**CHESTER GORDON WHITESCARVER
and BETSY WHITESCARVER,**

Defendants.

CASE NO.: 1:20-CV-54-GNS

CONSENT DECREE

I. INTRODUCTION

1. This action was filed by the United States of America to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, [42 U.S.C. §§ 3601-3631](#) (“Fair Housing Act” or “FHA”).

2. In its Complaint, the United States alleges that Defendants Chester Gordon Whitescarver and Betsy Whitescarver violated the FHA by discriminating against tenants on the basis of sex in the rental of dwellings that they co-owned and managed, located in and around Russellville, Kentucky. Specifically, the United States alleges that since at least 2012, and as recently as 2018, Mr. Whitescarver subjected female tenants to discrimination on the basis of sex, including severe, pervasive, and unwelcome sexual harassment, on multiple occasions. Such conduct included, but was not limited to:

- a. Making unwelcome sexual comments and sexual advances to female tenants;
- b. Entering the homes of female tenants without their consent;

- c. Touching female tenants on their breasts, buttocks, and vaginas without their consent;
- d. Kissing female tenants without their consent;
- e. Offering to grant tangible housing benefits – such as reducing the rent and overlooking or excusing late or unpaid rent – to female tenants in exchange for sexual favors; and
- f. Taking adverse housing actions – such as filing eviction actions, or threatening to do so – against female tenants who objected to and/or refused his sexual advances.

3. In its Complaint, the United States also alleges that Mrs. Whitescarver was on notice that female tenants were alleging that her husband was sexually harassing them by at least 2012 and she took no action to stop or curtail her husband’s sexually harassing behavior. The United States further alleges that on at least two occasions, in approximately 2012 and 2018, Mrs. Whitescarver threatened and/or retaliated against female tenants who alleged that her husband was sexually harassing them.

4. 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.

5. The United States and Defendants (collectively, the “Parties”) agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).

6. The Parties have agreed to resolve the United States' claims against Defendants without the necessity of further litigation. Therefore, the Parties consent to the entry of this Consent Decree ("Decree"), as shown by the signatures below.

Therefore, it is ORDERED, ADJUDGED and DECREED THAT:

II. INJUNCTIVE RELIEF

A. Prohibition Against Discrimination and Retaliation Under the FHA

7. Defendants, their officers, agents, employees, transferees, successors, heirs and assigns, and all other persons or entities in active concert or participation with them, are enjoined, with respect to the rental of dwellings,¹ from:

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of sex;
- b. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex;
- c. Making any statement, oral or written, in connection with the rental of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, on the basis of sex; and
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any

¹ The term "dwellings" has the meaning set out in the Fair Housing Act, [42 U.S.C. § 3602\(b\)](#).

right granted or protected by the Fair Housing Act, including by retaliating against any persons exercising their rights under this Decree.

B. Prohibition Against Management of Residential Rental Properties and Contact with Aggrieved Persons

8. Defendants are permanently enjoined from directly or indirectly performing any property management responsibilities at any residential rental property. “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.

9. Defendants are permanently enjoined from purposefully or knowingly contacting or communicating, 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. In the event that a Defendant inadvertently or unintentionally initiates any contact with any Aggrieved Person, or such person initiates such contact with any Defendant, Defendants will immediately discontinue the contact or communication, and take all reasonable steps to avoid any further contact or communication.

III. RETENTION OF INDEPENDENT PROPERTY MANAGER

10. Within 30 days of the effective date of this Decree, Defendants will retain an Independent Manager, to be approved in advance in writing by the United States, to perform all property management duties as described in Paragraph 8, supra, at any residential rental property that any Defendants own, lease, or control (“Subject Properties”). An “Independent Manager” is an individual or entity experienced in managing rental properties and who has no current or past employment, financial, contractual, personal, or familial relationship with Defendants. A list of the residential rental properties that Defendants own, lease, or control as of the effective date of this Consent Decree is contained at Attachment A. Defendants affirm that the list in Attachment A is a complete list of all such properties as of the entry of this Consent Decree.

11. Within 45 days of the effective date of this Decree, the Parties will file a joint report with the Court confirming that Defendants retained an Independent Manager approved by the United States, or otherwise reporting on the status of Defendants’ identification and hiring of an Independent Manager.

12. If, after retaining an Independent Manager, Defendants wish to change the Independent Manager for any reason, they will submit the name of the prospective manager, in writing, to the United States for written approval at least 10 days prior to retaining the individual or entity.

13. Defendants will refrain from entering the premises of any of the Subject Properties except that they may do so, when accompanied by the Independent Manager, if it is necessary to inspect the property or show it to a prospective buyer and that function cannot be reasonably delegated to an agent.

14. Defendants will do the following through the Independent Manager for any current or future rental properties:

- 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 will be provided to counsel for the United States within 30 days of the of the appointment of the Independent Manager under this Decree. This policy and procedure will be implemented within 5 days of notification from the United States to Defendants that the policy and procedure are satisfactory to the United States. Within 15 days of the United States' approval, the Independent Manager will distribute a written copy of the policy and procedure to all tenants. The Independent Manager will provide the United States with documentation confirming that the Independent Manager distributed the policy and procedure to all tenants in accordance with this Paragraph.
- b. Post an "Equal Housing Opportunity" sign in any rental office or location through which Subject Properties are rented, which indicates that all Subject Properties 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>.
- c. Require that all advertising conducted for any of the Subject 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.

- d. Provide any information reasonably related to compliance with this Decree that is requested by the United States.

IV. ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL RENTAL PROPERTIES

15. If 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 applicable provisions of this Decree. Within 30 days of acquiring such an interest, Defendant(s) 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 Decree. Defendant(s) will further provide the United States with copies of any documents memorializing the transfer in interest of the property.

16. If either or both Defendants sell or transfer a property listed in Attachment A, or any property acquired under Paragraph 15, to a bona fide, third-party purchaser in an arms-length transaction, such property will cease to be subject to this Decree. For purposes of this Decree, a “bona fide, independent third-party purchaser” is one with whom Defendants have no current or past financial, contractual, personal, or familial relationship, or a current tenant with whom Defendants are in a rent-to-own arrangement and the tenant has an executed promissory note. 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 any Defendant is an officer, partner, employee, or agent, or in which any 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.”

17. If Defendant(s) claim that their obligations under this Decree have terminated or changed because they have sold or transferred one or more residential rental properties to a bona fide, third-party purchaser in an arms-length transaction as defined in Paragraph 16, Defendant(s) will inform the United States within 30 days of such transaction and provide the date of the sale or transfer, copies of the documents memorializing the sale or transfer, and contact information for the subsequent purchaser. Subject Properties that Defendants sell or transfer in a manner consistent with this Consent Decree will cease to be subject to this Consent Decree in any manner.

18. If any transfer of interest in all or a portion of any residential rental property by Defendant(s) is not an arms-length transaction as defined in Paragraph 16, Defendant(s) will remain jointly and severally liable, along with the purchaser or transferee, for any violation of this Decree.

V. EDUCATION AND TRAINING

19. Within 60 days of the effective date of this Decree, if Defendants still own any Subject Properties, Defendants, any person involved in performing Property Management Responsibilities at properties related to this Decree, and any employees or agents who supervise such persons, including the Independent Manager, will attend live training on the Fair Housing Act, with specific emphasis on sexual harassment and other types of discrimination on the basis

of sex. The attendees will be provided a copy of this Consent Decree at the training. The trainer or training entity must be independent of the Defendants, of Defendants' counsel, and of any Independent Manager retained under this Decree, qualified to conduct such training, and approved in advance in writing by the United States. Any expenses associated with this training will be borne by the Defendants. At a minimum, the training will consist of instruction on the requirements of the Fair Housing Act, with an emphasis on sexual harassment and other types of discrimination on the basis of sex, and a question-and-answer session for the purpose of reviewing the foregoing areas.

20. Defendants will obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their attendance. The certification, included at Attachment B, will include the name of the course, the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed. Copies of the certification will be provided to counsel for the United States within 10 days of completion of the training.

21. All new agents or employees of Defendants, including any new or replaced Independent Manager, or agents or employees of the Independent Manager, who are involved in showing, renting, managing or maintaining any residential rental properties owned, managed, or operated by Defendants, and all employees or agents who supervise such persons, will, within 30 days of commencing an employment or agency relationship with Defendants or the Independent Manager, be provided the training described in Paragraph 19, supra, or participate in an online training on the Fair Housing Act, including the Act's provisions related to sexual harassment and other forms of sex discrimination. The online training program must be approved in advance by the United States. New employees who are provided online training will participate in a live

training as described in Paragraph 19, supra, within one year of commencing an employment or agency relationship with a Defendant. Defendants will send a copy of the certifications of any training conducted under this paragraph to counsel for the United States within 10 days of the training.

22. Within 10 days of the effective date of this Decree, all employees and agents of Defendants who are involved in any way in the operation of Defendants' rental business will be given a copy of this Decree and will be provided an opportunity to have any related questions answered.

23. Within 10 days of the commencement date of any new employee or agent who becomes involved in any way in the operation of Defendants' rental business, the new employee or agent will be given a copy of this Decree and will be provided an opportunity to have any related questions answered.

VI. COMPLIANCE TESTING

24. The United States may take steps to monitor Defendants' compliance with this Consent Decree, including, but not limited to, conducting fair housing tests at any of the Subject Properties.

VII. MONETARY DAMAGES FOR AGGRIEVED PERSONS

25. Within 20 days of the entry of this Consent Decree, Defendants will pay a total of \$220,000 to the Aggrieved Persons identified by the United States and listed by their initials in Attachment C, by delivering to counsel for the United States, by overnight mail, checks payable to each Aggrieved Person in the amounts specified in Attachment C.

26. When counsel for the United States has received a check from Defendants payable to an Aggrieved Person in the amount specified in Attachment C, and a signed release in the form of Attachment D from the Aggrieved Person, counsel for the United States will deliver the check to the Aggrieved Person and the original, signed release to counsel for the Defendants. No Aggrieved Person will be paid until she has executed and delivered to counsel for the United States the release at Attachment D.

27. In the event that any of the checks sent to the United States are not cashed, deposited, or otherwise negotiated within 6 months of the date on which they were sent to the United States, Defendants agree to cancel any such checks and issue new checks as requested by the United States to distribute any money remaining in the settlement fund on a pro rata basis to the other Aggrieved Persons identified in Attachment C.

28. The damages required to be paid under this Section are a debt within the meaning of [11 U.S.C. § 523\(a\)\(6\)](#). Accordingly, Defendants will not seek to discharge any part of this debt in bankruptcy.

VIII. ADDITIONAL RELIEF FOR AGGRIEVED PERSONS

29. Within 21 days of effective date of this Decree, Defendants will execute and cooperate fully in the completion and filing of any and all necessary documents to seek dismissal of any pending forcible detainer actions that any Defendant initiated or maintained in the Logan County Court of Justice against any and all Aggrieved Persons listed in Attachment C to this Consent Decree. The Defendants will execute and cooperate fully in the filing of any and all motions, affidavits, petitions, notices of dismissal, or other documents that may be required to seek dismissal of any such pending proceedings.

30. Within 21 days of the effective date of this Decree, Defendants will execute and file any and all necessary documents with the Logan County Court of Justice requesting that the court vacate any adverse judgments obtained by Defendants against any Aggrieved Person, listed in Attachment C to this Consent Decree.

31. Within 21 days of the effective date of this Decree, Defendants will deliver to Counsel for the United States, via overnight mail, a letter in the form of Attachment E for each Aggrieved Person against whom any Defendant has filed a forcible detainer action in the Logan County Court of Justice.

32. Within 21 days of the effective date of this Decree, Defendants will take any and all actions necessary to expunge from credit histories any detrimental information they have reported to any of the three major credit bureaus with respect to the Aggrieved Persons listed in Attachment C to this Consent Decree.²

33. Defendants will inform the United States within 5 days after taking any of the actions described in Paragraphs 29, 30, 31, or 32.

34. Defendants will maintain all records relating to the actions taken in accordance with Paragraphs 29, 30, 31, or 32, and will, within 30 days of taking such actions, send to the United States copies of the documents demonstrating compliance with the requirements of those Paragraphs.

35. Defendants, their agents, and affiliated companies will not raise the rent or fees of any property at issue in this Decree, or demand a deposit or other fee for the purpose of offsetting any of the costs incurred as a result of this litigation or their compliance with their obligations under this Consent Decree.

² Those bureaus are Equifax, Experian, and TransUnion.

IX. CIVIL PENALTIES

36. Within 10 days of the effective date of this Consent Decree, Defendants will pay \$10,000 to the United States Treasury as a civil penalty under 42 U.S.C. §3614(d)(1)(C) to vindicate the public interest. This payment will be in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.

37. The civil penalty payment obligation specified in Paragraph 28 is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7), and is not compensation for actual pecuniary loss. Defendants will not seek to discharge any part of this debt in bankruptcy.

X. RECORD KEEPING REQUIREMENTS

38. Defendants will make good faith efforts to ensure that the Independent Manager preserves and maintains all records that are the source of, contain, or relate to any information pertinent to their obligations under the Consent Decree, including, but not limited to, the following:

- a. A list of all tenants, the units in which they live, and their telephone numbers;
- b. Rental records, including leases, maintenance orders, notices of non-renewal or eviction or wrongful occupation, tenant complaints, and correspondence with tenants;
- c. Rental policies and procedures, including the sexual harassment policy referred to in Paragraph 14(a);
- d. Tenant rules and regulations;
- e. Rental ledgers;

- f. Any documents related to notifications or complaints of contact or interference by Defendants or anyone on their behalf, or discrimination, harassment, unfair treatment, or violation of this Decree by either Defendant; and
- g. Rental payments, including any abatements in rent, or other financial records.

39. Defendants and the Independent Manager will provide copies of the documents described in this Section and will permit the United States to inspect and copy these documents upon reasonable notice.

VIII. REPORTING REQUIREMENTS

40. Defendants will, through the Independent Manager, provide to the United States notification and documentation of the following events, no later than 15 days after their occurrence:

- a. Any change in the rules or practices regarding the sexual harassment policy discussed in Paragraph 14(a), above;
- b. Any change in the list of Subject Properties;
- c. Any information indicating that any person or entity is or may be in violation of this Consent Decree; and
- d. Any complaint in the possession of the Independent Manager, whether written, oral, or in any other form, against Defendants or their agents or employees, regarding contact or interference by either Defendant, or discrimination, harassment, unfair treatment, retaliation, or violation of this Decree by either Defendant. The Independent Manager will promptly provide the United States all information it may request concerning any such complaint. The Independent

Manager will also inform the United States, in writing, about the substance of any resolution of the complaint within 15 days of such resolution.

41. Within 90 days of the effective date of this Decree, and every 6 months thereafter, Defendants will, through the Independent Manager, deliver to the United States a report containing the following information, except that the final report will be submitted 60 days prior to the expiration of this Decree:

- a. A list of current tenants living at the Subject Properties with a contact telephone number for each tenant;
- b. Any documents required by any provision of this Consent Decree to the extent that these documents have not been previously provided; and
- c. Written verification by the Independent Manager that the Independent Manager has managed the Subject Properties in accordance with the terms of this Decree during the reporting period.

XI. SCOPE, DURATION, AND ENFORCEMENT OF CONSENT DECREE

42. This Decree is effective immediately upon its entry by the Court. For purposes of this Decree, “effective date” will refer to the date on which the Court enters the Decree.

43. This Decree will be in effect for a period of 5 years from the date of its entry. The Court will retain jurisdiction for the duration of this Decree to enforce its terms, after which time the case will be dismissed with prejudice. The United States may move the Court to extend the duration of this Decree in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

44. The United States and Defendants agree that in the event either Defendant engages in any future violation of the Fair Housing Act, such violation will constitute a

“subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.

45. The Parties will endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by either Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed and an award of any damages, costs, and reasonable attorneys’ fees that may have been occasioned by the violation or failure to perform.

46. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the Parties. Any other modifications to the provisions of this Decree must be approved by the Court. Any party may move the Court to extend the term of this Decree for good cause.

XII. COSTS OF LITIGATION

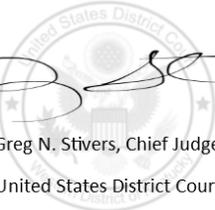
47. Except as otherwise provided in Paragraph 45, above, the United States and Defendants will bear their own costs and attorneys’ fees associated with this litigation.

XIII. TERMINATION OF LITIGATION HOLD

48. The Parties agree that, as of the effective date of this Decree, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents,

electronically stored information, or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Decree.

DONE and ORDERED this: December 13, 2021

Greg N. Stivers, Chief Judge
United States District Court

The undersigned apply for and consent to the entry of this Consent Decree:

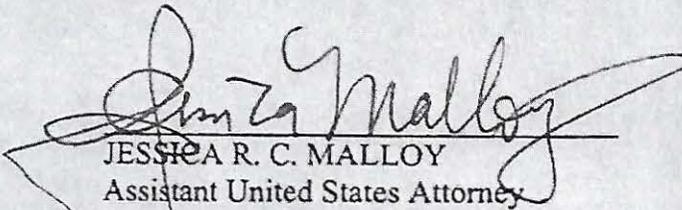
Dated: December 10, 2021

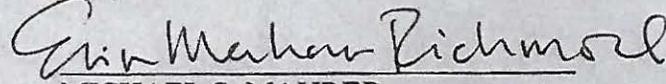
For Plaintiff United States of America:

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Western District of Kentucky

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

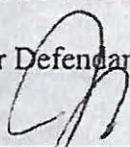
SAMEENA SHINA MAJEED
Chief

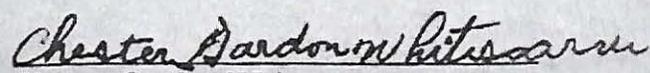

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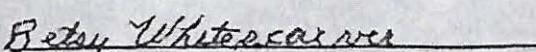

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Chester Gordon Whitescarver


Betsy Whitescarver

Attachment A

List of Residential Rental Properties

1. 678 E. 4th Street, Russellville, KY 42276
2. 1416 Nashville Road, Russellville, KY 42276
3. 625 N. Morgan Street, Russellville, KY 42276
4. 619 Clara Drive, Russellville, KY 42276
5. 621 Clara Drive, Russellville, KY 42276
6. 638 Bonnie Drive, Russellville, KY 42276
7. 633 N. Morgan Street, Russellville, KY 42276
8. 611 Conner Street, Russellville, KY 42276
9. 104 Hillside Drive, Russellville, KY 42276
10. 5554 Lewisburg Road, Russellville, KY 42276
11. 625 N. Spring Street, Russellville, KY 42276
12. 115 Tyler Street, Russellville, KY 42276

Attachment B

Employee/Agent Training Acknowledgment

I hereby acknowledge that on _____, 202_, I completed training conducted by _____ on the requirements of the federal Fair Housing Act and the Consent Decree entered by the United States District Court for the Western District of Kentucky in *United States v. Chester Gordon Whitescarver and Betsy Whitescarver*, 1:20-CV-54-GNS (W.D. Ky.). I have also received and read a copy of that Consent Decree.

I understand my obligation to not discriminate against any person in any aspect of the rental of a residential dwelling because of sex, race, color, religion, national origin, disability, or familial status (having children under age 18).

I also understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

Signature/Printed Name

Job Title/Position

Date

Attachment C

	<u>Aggrieved Persons' Initials</u>	<u>Amount</u>
1.	C. A.	\$20,000
2.	S. B.	\$20,000
3.	N. B.	\$20,000
4.	C. C.	\$20,000
5.	A. E.	\$20,000
6.	D. J.	\$20,000
7.	J. L.	\$20,000
8.	A. M.	\$20,000
9.	J. M.	\$20,000
10.	A. S.	\$20,000
11.	C. S.	\$20,000

Attachment D

Release of Claims

In consideration for the Parties' agreement to the terms of the Consent Decree they entered into in the case of *United States v. Chester Gordon Whitescarver and Betsy Whitescarver*, 1:20-CV-54-GNS (W.D. Ky.), as approved by the United States District Court for the Western District of Kentucky, and in consideration and contingent upon the payment to me of \$20,000, I hereby release and forever discharge Chester Gordon Whitescarver and Betsy Whitescarver from any and all fair housing sexual discrimination claims set forth, or which could have been set forth, in the Complaint in the action named above that I may have had against any of them as of the date of entry of the Consent Decree. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this _____ day of _____, 2021.

Signature

Print Name

Attachment E

Letter Regarding Forcible Entry and Detainer Actions

[Month] [day], 202[]

Re: [Aggrieved Person's name]

To Whom it May Concern:

On [date of forcible detainer action filing], my client[s], [name(s) of client(s)], filed a Forcible Detainer action against [Aggrieved Person's name] in the Logan County Court of Justice in the Commonwealth of Kentucky. My client[s] [was/were] the owner(s) of the property in [year of rental] and at the time the Forcible Detainer action was commenced.

On April 1, 2020, the United States of America filed a lawsuit against [name(s) of client(s) listed above] in the United States District Court for the Western District of Kentucky alleging violations of the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.* As part of the resolution reached in that case, my client[s] [was/were] required to take any and all necessary steps to seek dismissal of the Forcible Detainer action referenced above, and, if necessary, take any and all necessary steps to vacate any adverse judgement obtained in the Forcible Detainer action referenced above.

To the extent that negative information exists regarding Ms. [Aggrieved Person's last name]'s rental of [property street address] in [property city or town], Kentucky, please disregard it. Such negative information may include, but is not limited to: any judgment obtained in connection with the action referenced above, any information relating to late or missing rent payments, payments with non-sufficient funds, write-offs, collections actions, unpaid or late-paid utility bills; negative statements relating to the condition of the property during or at the end of Ms. [Aggrieved Person's last name]'s tenancy; and any information related to alleged lease violations or damages to the property located at [property street address] during Ms. [Aggrieved Person's last name]'s tenancy.

Sincerely,

[DEFENSE COUNSEL]