

**SETTLEMENT AGREEMENT BETWEEN
PLAINTIFF UNITED STATES OF AMERICA AND
DEFENDANTS JACOB BUSH, EMILY BUSH, JOIE CARR, AND JEREMY CARR IN
United States v. Lucas et al., Case No. 2:23-cv-2813 (S.D. Ohio)**

I. BACKGROUND

1. This Settlement Agreement (“Agreement”) is entered into by and among the United States of America (“the United States”); Jacob Bush and Emily Bush (“the Bushes”); and Joie Carr and Jeremy Carr (“the Carrs”).

2. On August 31, 2023, Plaintiff United States filed civil action No. 2:23-cv-2813 in the United States District Court for the Southern District of Ohio (hereinafter “the Lawsuit”). This action was filed 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 “the FHA”). The United States alleges that Defendants engaged in a pattern or practice of violating the FHA. *See generally* 2d Am. Compl., ECF No. 45.

3. Specifically, the United States alleges that Defendant Joseph Earl Lucas (“Defendant Lucas”) subjected actual and prospective female tenants of residential rental properties that he owned or managed to discrimination on the basis of sex, including unwelcome and severe or pervasive sexual harassment. The Lawsuit also named as Defendants the Bushes and the Carrs, each of whom owned residential rental properties that the United States alleges were managed, in whole or in part, by Defendant Lucas. The United States alleges that the Bushes and the Carrs are vicariously liable for Defendant Lucas’s discriminatory conduct that occurred at properties the Bushes and the Carrs owned.

4. The United States, the Bushes, and the Carrs (collectively “the Settling Parties”) agree that the claims against the Bushes and the Carrs should be resolved without further litigation. This Agreement shall not be construed as an admission of liability by the Bushes or the Carrs.

II. DEFINITIONS

5. “Aggrieved Person” or “Aggrieved Persons” means (an) individual(s) who claims to have been injured by a discriminatory housing practice as defined in 42 U.S.C. § 3602(i).

6. “Dwelling” has the meaning defined in the FHA, 42 U.S.C. § 3602(b).

7. “Property Management Responsibilities” means showing or renting housing units; advertising; processing rental applications; choosing contractors to make repairs; receiving maintenance requests; supervising repairs or maintenance; determining tenant eligibility for subsidies or waivers of fees and rents; determining whom to rent to, whom to evict, and/or whose lease to renew or not renew; inspecting dwelling units; collecting rent and fees;; overseeing any aspects of the rental process; handling mail; engaging in any other property-related management activities that involve, or may involve, personal contact with tenants or prospective tenants, including contact by telephone call, video call, email, fax, text or instant message, contacts

through social media or other electronic applications, or other communications made through third parties.

8. “Subject Property” or “Subject Properties” means any residential rental property that the Bushes or the Carrs own—including indirect ownership through legal entities in which the Bushes or the Carrs have an ownership interest—or for which the Bushes or the Carrs perform Property Management Responsibilities themselves or through their officers, agents, employees, transferees, successors, heirs and assigns, or any other persons or entities in active concert or participation with them.

III. MONETARY DAMAGES

9. Settlement Fund. The Bushes and the Carrs shall pay a total sum of **FOUR HUNDRED AND SEVENTY THOUSAND DOLLARS (\$470,000)** for the sole purpose of paying monetary damages to the Aggrieved Persons identified by the United States as follows:

- a. Within seven (7) days of the Effective Date of this Agreement, the Bushes and the Carrs shall jointly establish an interest-bearing escrow account (“Escrow Account”) for the purpose of making the payments to Aggrieved Persons required by this Agreement, and shall send the United States verification via electronic mail that the account has been created.
- b. Within seven (7) days of the Effective Date of this Agreement, the Bushes shall deposit **ONE HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$145,000.00)** into the Escrow Account. Within five (5) business days of making this deposit, the Bushes shall notify counsel for the United States via electronic mail of the deposit.
- c. Within seven (7) days of the Effective Date of this Agreement, the Carrs shall deposit **FIFTY THOUSAND DOLLARS (\$50,000.00)** into the Escrow Account. Within five (5) business days of making this deposit, the Carrs shall notify counsel for the United States via electronic mail of the deposit.
- d. By December 31, 2025 or within fourteen (14) days of the Effective Date of this Agreement, whichever occurs later, the Bushes shall deposit **TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00)** into the Escrow Account. Within five (5) business days of making this deposit, the Bushes shall notify counsel for the United States via electronic mail of the deposit.
- e. The Bushes and the Carrs agree that the United States retains sole discretion to determine which persons are Aggrieved Persons and an appropriate amount of damages that should be paid to each from the Settlement Fund. The Bushes and the Carrs hereby waive the right to contest the United States’ determinations in this or any or other proceeding.

- f. The United States shall inform the Bushes and the Carrs in writing of its determinations as to which persons are Aggrieved Persons and the appropriate amount of damages that should be paid to each. The United States retains sole discretion to make the determinations described above, and the Bushes and the Carrs hereby waive the right to contest the United States' determinations in this or any or other proceeding.
- g. Within ten (10) days of the United States sending the determinations described above, or by December 22, 2025, whichever occurs later, the Bushes and the Carrs shall cause the Escrow Account to deliver to counsel for the United States, by overnight delivery, checks payable to each Aggrieved Person in the amounts specified by the United States.
- h. Once the United States has received the checks payable to the Aggrieved Persons, the United States shall deliver those checks to each Aggrieved Person after obtaining their signed release, provided that no Aggrieved Person will receive a check until she has executed and delivered to counsel for the United States a signed release in the form of Attachment A.
- i. The monetary damages to the Aggrieved Persons are a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, the Bushes and the Carrs will not seek to discharge any part of this debt in bankruptcy.
- j. The Settling Parties intend the monetary damages paid pursuant to this Agreement to be the full and final monetary damages paid in the Lawsuit, with the understanding that Defendant Lucas has retired from and will no longer perform Property Management Responsibilities. Accordingly, the United States shall not seek any monetary damages from Defendant Lucas in the Lawsuit provided that Defendant Lucas continues to refrain from any Property Management Responsibilities.

10. Civil Penalty. The Bushes and the Carrs shall pay a total sum of **TEN THOUSAND DOLLARS (\$10,000.00)** to the United States Treasury as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest as follows:

- a. Within seven (7) days of the Effective Date of this Agreement, the Bushes shall pay **FIVE THOUSAND DOLLARS (\$5,000.00)** of this civil penalty by electronic funds transfer in accordance with written instructions to be provided by the United States.
- b. Within seven (7) days of the Effective Date of this Agreement, the Carrs shall pay **FIVE THOUSAND DOLLARS (\$5,000.00)** of this civil penalty by electronic funds transfer in accordance with written instructions to be provided by the United States.
- c. The civil penalty 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.

Accordingly, the Bushes and the Carrs shall not seek to discharge any part of this debt in bankruptcy.

IV. OTHER RELIEF

11. Prohibition on Defendant Joseph E. Lucas Managing Residential Rental Properties for the Bushes or the Carrs. The Bushes and the Carrs shall not permit Defendant Lucas to, directly or indirectly, perform any Property Management Responsibilities at any Subject Property.

12. Nondiscrimination Policy and Complaint Procedure. The Bushes and the Carrs shall implement a written policy against housing discrimination, and specifically sexual harassment, and a formal complaint procedure (“Nondiscrimination Policy and Complaint Procedure”), subject to review and non-objection by the United States, as follows:

- a. Within fourteen (14) days of the Effective Date of this Agreement, the Bushes and the Carrs will each provide to the United States, for review and non-objection, their proposed Nondiscrimination Policy and Complaint Procedure(s).
- b. The United States shall not unreasonably withhold its non-objection to the Bushes’ or the Carrs’ proposed Nondiscrimination Policy and Complaint Procedure(s).
- c. Within fourteen (14) days of the United States’ non-objection of the Nondiscrimination Policy and Complaint Procedure(s), the Bushes and the Carrs shall adopt and implement their Nondiscrimination Policy and Complaint Procedure(s) and ensure a copy is provided to all tenants, and to all employees, agents, and any other persons involved in the rental or management of residential rental properties the Bushes or the Carrs own, lease, manage, or control, including through legal entities in which the Bushes and the Carrs have a controlling ownership interest. The Bushes and the Carrs and all their employees and agents will execute a certification of receipt of the Nondiscrimination Policy and Complaint Procedure(s), in the form of Attachment B. Any expenses associated with the Nondiscrimination Policy and Complaint Procedure(s) will be borne by the Bushes and the Carrs, respectively.
- d. The Bushes and the Carrs shall provide copies of every executed Attachment B to counsel for the United States within fourteen (14) days of their execution. The Bushes and the Carrs shall notify counsel for the United States within fourteen (14) days of the date that their Nondiscrimination Policy and Complaint Procedure(s) has been distributed to all tenants in accordance with this Agreement. Thereafter, the Bushes and the Carrs shall ensure that a copy of their Nondiscrimination Policy and Complaint Procedure(s) is attached to the lease of every new tenant.

13. Education and Training. The Bushes and the Carrs shall attend a live training on the Fair Housing Act, including the Fair Housing Act's prohibition of sex discrimination and sexual harassment and other forms of sex discrimination, including discriminatory statements prohibited by the Act ("FHA Training"), subject to review and non-objection by the United States, as follows:

- a. Within thirty (30) days of the Effective Date of this Agreement, the Bushes and the Carrs shall each provide to the United States, for review and non-objection, their proposal(s) to attend a live FHA Training. The trainer or training entity must be (1) independent of Defendant Lucas, the Bushes, the Carrs, or counsel for any Defendant in the Lawsuit; (2) qualified to conduct such training; and (3) approved in advance by the United States. At a minimum, the training will consist of instruction on the requirements of the Fair Housing Act, with an emphasis on sexual harassment, and a question-and-answer session for the purpose of reviewing this topic.
- b. The United States shall not unreasonably withhold its non-objection to the Bushes' and the Carrs' proposed FHA Training(s).
- c. Within thirty (30) days of the United States' non-objection to the Bushes' and the Carrs' proposed FHA Training(s), the Bushes, the Carrs, any person involved in performing Property Management Responsibilities at any of the Subject Properties, and any employees or agents who supervise such persons, will attend the live FHA Training. Live training may include training provided by streaming or video service (*e.g.*, Zoom). The attendees will be provided a copy of this Agreement at the training.
- d. Any expenses associated with these FHA Training(s) will be borne by the Bushes and the Carrs, respectively.
- e. Within seven (7) days of completing the FHA Training(s), the Bushes and the Carrs shall send counsel for the United States, in the form of Attachment C, certification of their attendance, and the attendance of any person involved in performing Property Management Responsibilities at any of the Subject Properties and any employees or agents who supervise such persons.

14. Dismissal. Once the Bushes and the Carrs have all fulfilled their obligations under this Agreement, then, in consideration for their fulfillment of those obligations, the United States' claims against the Bushes and the Carrs in the Lawsuit shall be dismissed with prejudice.

15. Release of Prospective Claims for Fraudulent Transfer. Once the Bushes and the Carrs have fulfilled their obligations under this Agreement, then, in consideration for their fulfillment of those obligations, the United States shall release the Bushes and the Carrs from any claims it could have brought under the Federal Debt Collection Procedure Act, 28 U.S. Code Chapter 176 ("FDCPA"), or the common law theories of fraudulent transfer, unjust enrichment,

or fraud arising from Defendant Lucas's transfer of real properties to family members—including the Bushes and the Carrs—between October 1, 2022 and the Effective Date of this Agreement.

V. OTHER PROVISIONS

16. Effective Date. The Effective Date of this Agreement is the date of the last signature below.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the Settling Parties. No other statement or promise, written or oral, made by any Settling Party or agents of any Settling Party, that is not contained in this written Agreement shall be enforceable.

18. Settling Parties To Bear Their Own Costs. The United States, the Bushes, and the Carrs will each bear their own costs and attorneys' fees associated with this litigation.

19. Termination of Litigation Hold. The Settling Parties agree that, as of the Effective Date of this Settlement Agreement, litigation is not "reasonably foreseeable" concerning the matters described in this Settlement Agreement. To the extent that any Settling Party has previously implemented a litigation hold to preserve documents, electronically-stored information ("ESI"), or thing related to the matters described above, that Settling Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Settling Party of any other obligations under this Settlement Agreement.

20. Severability. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the Settling Parties, the Settling Parties shall engage in good faith negotiations to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Settling Parties as closely as possible to the initially agreed upon relative rights and obligations.

21. Authority. The individuals signing this Agreement represent that they are authorized to do so on behalf of the respective individual or entity for which they have signed.

22. Counterparts. This Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be considered one document.

FOR THE UNITED STATES OF AMERICA:

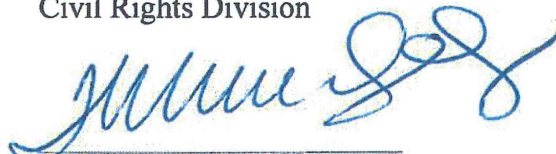
DATED: December 18, 2025

DOMINICK S. GERACE II
United States Attorney
Southern District of Ohio



MICHAEL J.T. DOWNEY
MATTHEW J. HORWITZ
Assistant United States Attorneys
United States Attorney's Office
Southern District of Ohio
303 Marconi Boulevard, Suite 200
Columbus, OH 43215
Phone: (614) 469-5715
Email: michael.downey@usdoj.gov

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division



CARRIE PAGNUCCO
Chief
TIMOTHY J. MORAN
Deputy Chief
WILLISTINE TARSHA HARRIS
Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
150 M Street, NE
Washington, DC 20530
Phone: (202) 305-5585
Fax: (202) 514-1116
Email: willistine.harris@usdoj.gov

*Attorneys for Plaintiff
United States of America*

FOR DEFENDANTS JACOB BUSH AND EMILY BUSH

DATED: December 16, 2025


JACOB BUSH

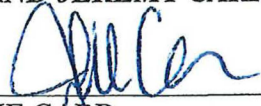

EMILY BUSH

By:


SKY PETTEY (0072041)
ROBERT R. RITTENHOUSE (0079276)
Lavelle and Rittenhouse, LLC
449 E. State Street
Athens, OH 45701
Phone: (740) 593-3348
Fax: (740) 594-3343
rusty@johnplavelle.com
sky@johnplavelle.com
Attorneys for Defendants Jacob Bush and Emily Bush

FOR DEFENDANTS JOIE CARR AND JEREMY CARR:

DATED: Dec 17, 2025


JOIE CARR


JEREMY CARR


BRUCE A. CURRY (0052401)
LISA C. HAASE (0063403)
TRENT M. THACKER (0092058)
Curry Roby, LLC
30 Northwoods Blvd., Suite 300
Columbus, OH 43235
Phone: (614) 430-8887
Fax: (614) 430-8890
Email: bcurry@curryrobby.com
Email: lhaase@curryrobby.com
Email: tthacker@curryrobby.com


JOHN P. LAVELLE
Lavelle and Associates
449 E. State Street
Athens, OH 45701
Phone: (740) 593-3348
Fax: (740) 594-3343
Email: jlavelle@johnplavelle.com

*Attorneys for Defendants Joie Carr and
Jeremy Carr*

ATTACHMENT A
FULL AND FINAL RELEASE OF CLAIMS

In consideration for the Parties' agreement to the terms of the Settlement Agreement entered into in the case of *United States v. Joseph Lucas, et al.*, Civil Action No. 2:23-cv-02813 (S.D. Ohio) and in consideration and contingent upon the payment of \$_____, I, _____, hereby release and forever discharge Jacob Bush, Emily Bush, Joie Carr, and Jeremy Carr from any and all fair housing sexual discrimination claims set forth in the Complaints in the action named above that I may have had against them as of the date of the Settlement Agreement. 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 _____, 202_.

Signature

Print Name

ATTACHMENT B
NONDISCRIMINATION POLICY AND COMPLAINT PROCEDURE
ACKNOWLEDGEMENT STATEMENT

I affirm that I, _____, received a copy of and read the Nondiscrimination Policy and Complaint Procedure adopted pursuant to the Settlement Agreement in *United States v. Joseph Lucas, et al.*, Civil Action No. 2:23-cv-02813 (S.D. Ohio).

I further affirm that I have had the opportunity to ask questions about the Nondiscrimination Policy and Complaint Procedure and agree that any questions have been answered to my satisfaction. I agree to abide by the Nondiscrimination Policy and Complaint Procedure.

Signature

Print Name

Job Title/Position

Date

#

ATTACHMENT C
CERTIFICATION OF TRAINING AND RECEIPT OF SETTLEMENT AGREEMENT

_____ I attended [an in-person training] [watched a video of training] on the federal Fair Housing Act, which included training on the Act's provisions related to sex discrimination, including sexual harassment, and race discrimination, including discriminatory statements prohibited by the Act. I have had all of my questions concerning these topics answered to my satisfaction.

_____ I have received a copy of the Settlement Agreement entered in *United States v. Joseph Lucas, et al.*, Civil Action No. 2:23-cv-02813 (S.D. Ohio). I have read and understand the Settlement Agreement and had an opportunity to have my questions about the Settlement Agreement answered. I understand my legal responsibilities under the Settlement Agreement and will comply with those responsibilities. I further understand that the Court may impose sanctions on the Defendants in the underlying lawsuit if I violate any provision of the Settlement Agreement.

Name of the course: _____

Date the course was taken: _____

Length of the course (time within which the course was completed): _____

Date: _____

Employee/Agent Name (Print name and sign): _____

Employee/Agent Signature: _____