

EXHIBIT A

United States v. Adnan Shalash, et al., No. 5:24-cv-00338- (E.D. Ky.)

**SETTLEMENT AGREEMENT
between
THE UNITED STATES OF AMERICA
and**

**ADNAN SHALASH, ABLA SHALASH, FOX DEN PROPERTIES, LLC, GRIFFITH
MARKET, INC., EITAF ALIA SHALASH, GHASSAN SHALASH, HAPPY TENANTS,
LLC, AMNA SHALASH, ELHAM SHALASH, HANEEN SHALASH, SAMIA ABDEL
JABER, ISSA SHALASH, ALIA PROPERTIES, LLC, K & H ENTERPRISES OF
LEXINGTON, LLC, MOHAMMED SHALASH, MARIAM SHALASH, IBRAHIM
SULEIMAN, MOHAMAD MOUCHLI, & MAZIN HAWAZLI.**

I. INTRODUCTION

1. This action was filed on November 18, 2024, by Plaintiff 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,” “FHA,” or “the Act”). On June 27, 2025, the United States filed its First Amended Complaint.

2. In its First Amended Complaint, the United States alleges that Defendants Adnan and Mohammed Shalash violated the FHA by discriminating against tenants on the basis of sex in the rental of dwellings that they own or manage in Lexington, Kentucky. Specifically, the United States alleges that for at least the last two decades, Defendants Adnan and Mohammed Shalash, in their capacity as owners or managers of these properties, engaged in unwelcome and severe or pervasive sexual harassment of and retaliation against numerous female tenants.

3. The United States alleges that Defendant Adnan and Mohammed Shalash’s acts of sexual harassment included, but were not limited to:

- Making sexually explicit comments to female tenants;
- Making unwelcome sexual advances to female tenants;
- Suggesting that female tenants exchange sexual favors for a reduction in rent;

- Asking or attempting to touch female tenants, or touching female tenants, without their consent;
- Making unannounced visits to female tenants' homes and entering the homes of female tenants without their consent; and
- Retaliating against female tenants for refusing their advances or for complaining about their conduct by taking adverse housing actions, such as terminating the tenancies of female tenants.

4. Defendant Adnan and Mohammed Shalash dispute the allegations and deny the allegations occurred.

5. 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 a denial to a group of persons rights granted by the FHA, which denial raises an issue of general public importance.

6. The United States further alleges that Defendants Abla Shalash, Fox Den Properties, LLC, Griffith Market, Inc., Happy Tenants, LLC, Eitaf Alia Shalash, Alia Properties, LLC, Ghassan Shalash, Amna Shalash, Elham Shalash, Haneen Shalash, Samia Abdel Jabar, Issa Shalash, K & H Enterprises of Lexington, LLC, Mariam Shalash, Ibrahim Suleiman, Mohamad Mouchli, and Mazin Hawasli (collectively, "Owner Defendants") are liable for the discriminatory actions and conduct of Defendants Adnan Shalash and/or Mohammed Shalash because the discriminatory incidents occurred while Defendants Adnan Shalash and/or Mohammed Shalash were exercising their authority as agents of the Owner Defendants. Each of these Owner Defendants deny any knowledge or liability associated with these allegations.

7. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).

8. The Parties have agreed that the claims against Defendants should be resolved without further litigation. Therefore, the Parties consent to this Settlement Agreement (the "Agreement"), as shown by the signatures below.

9. In consideration of, and consistent with, the terms of this Agreement and the promises made by the Parties, the Parties will move jointly for dismissal of the civil action with prejudice, consistent with the terms set forth in Paragraph 56. The Parties agree that this consideration is adequate and sufficient. THEREFORE, the Parties, through their authorized representatives, stipulate and agree as follows:

II. PROHIBITION AGAINST DISCRIMINATION AND RETALIATION UNDER THE FHA

10. All Defendants—which includes their officers, agents, employees, transferees, successors, heirs and assigns, and all other persons or entities acting for or with them—are prohibited from directly or indirectly:

- a. Refusing to sell or rent a dwelling,¹ refusing to negotiate for the sale or rental 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 sale or rental of a dwelling, or in the provision of services or facilities in connection with a dwelling, because of sex;
- c. Making any statement, oral or written, in connection with the sale or rental of a dwelling that indicates any preference, limitation, or discrimination, or an intent to prefer, limit, or discriminate, on the basis of sex; and

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

d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or because they have exercised or enjoyed—or aided or encouraged any other person in exercising or enjoying—any right granted or protected by the Fair Housing Act, including by retaliating against any person exercising their rights under this Agreement.

III. PROHIBITION AGAINST CONTACT WITH HARMED INDIVIDUALS, WITNESSES, AND THEIR FAMILY MEMBERS

11. All Defendants are permanently prohibited from initiating any contact or communications, either directly or indirectly, with: (1) any person the United States has identified as harmed by Defendants' conduct; (2) any person the United States has identified as a potential witness to the unlawful conduct alleged in this lawsuit (excluding co-Defendants); and (3) any person whom Defendants know or believe to be a family member or close relation of any of the individuals the United States has identified as harmed by Defendants' actions or witnesses to Defendants' unlawful conduct.

12. In the event that Defendants inadvertently or unintentionally make any contact with any individual within the categories identified above, or that any individual within the categories identified above initiate contact with Defendants, Defendants will immediately discontinue the contact or communication and take all reasonable steps to avoid any further contact or communication, and will notify counsel for the United States of such contact within 48 hours of the contact and detail the circumstances.

13. All Defendants are permanently prohibited from disclosing the names of any person the United States has identified as harmed by Defendants' conduct, except as necessary to comply with the provisions of this Agreement.

14. All Defendants are prohibited from coercing, intimidating, threatening, or interfering with any person as a result of their deposition testimony in this matter, including Usama Saleh.

IV. REQUIREMENT TO RETAIN INDEPENDENT PROPERTY MANAGER

15. Within 15 days of the effective date of this Order, Defendants Fox Den Properties, LLC, Adnan Shalash, and Mohammad Shalash² will retain Independent Manager(s), subject to non-objection by the United States, to perform property management responsibilities as further described in Section V and Appendix A, at all Subject Properties³ or any other residential rental property. If the United States objects to the proposed Independent Manager(s), Defendants will have 15 days from such notification to identify alternate Independent Manager(s). This process will continue until the Independent Manager(s) is or are approved by the United States and, immediately thereafter, hired by Defendants. If the United States and Defendants cannot reach agreement on the Independent Manager after a good faith effort, any Party may seek the Court's assistance. The United States will not unreasonably object to each Defendant's proposed Independent Manager(s), if each proposed individual satisfies the requirements of Paragraph 16.

² The Parties acknowledge that, prior to the filing of this Action, Defendant Mohammed Shalash ceased engaging in residential rental property management, and that he may comply with all applicable injunctive provisions of this Agreement by maintaining the status quo of not engaging, directly or indirectly, in residential rental property management, provided that he exercises no management authority, control, presence at properties, or contact with tenants or prospective tenants. However, if Defendant Mohammed Shalash acquires any property per Section VI, he will be subject to the applicable injunctive provisions.

³ "Subject Property" or "Subject Properties" means any residential rental property Defendants Fox Den Properties LLC, Adnan Shalash, or Mohammad Shalash own or manage, or come to own or manage, in full or in part. This includes any properties that Defendants Fox Den Properties LLC, Adnan Shalash, or Mohammad Shalash manage as part of a "Lease Contract" with the owner of the property.

16. 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 Adnan Shalash or Mohammed Shalash.

17. If, after retaining an Independent Manager, Defendants Fox Den Properties LLC, Adnan Shalash, or Mohammad Shalash wish to change the Independent Manager(s) for any reason, they will submit the name(s) of the prospective new manager(s), in writing, to the United States for non-objection at least 15 days prior to retaining the individual or entity.

18. The United States may communicate directly with the Independent Manager(s) as needed to ensure Defendants’ compliance with the terms of this Agreement.

19. Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash will ensure that each Independent Manager is aware of this Agreement and of the requirements it sets for each Independent Manager. Within 10 days of retaining each Independent Manager, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash will provide the United States an acknowledgement signed by the Independent Manager(s), confirming that each Independent Manager is aware of the requirements set forth in the Agreement for the Independent Manager(s).

20. Defendants Fox Den Properties LLC, Adnan Shalash, or Mohammad Shalash will do the following through each Independent Manager for any current or future residential rental properties Defendants own, lease, manage, or control:

- a. Implement the policy against sexual harassment and discrimination as described in Section VII.
- b. Ensure that each Independent Manager’s employees, agents, and representatives who will be performing duties at the properties, including each

Independent Manager, attend and provide proof of completion of a live training on the Fair Housing Act pursuant to the procedure outlined in Section VIII below and are familiar with the requirements of this Agreement.

- c. Post an “Equal Housing Opportunity” sign in any rental office or location through which the properties are rented, which indicates that all properties are available for rent on a nondiscriminatory basis. The signs will be posted within 10 days of the effective date of this Agreement. An 11-inch by 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such sign will be placed in a prominent, well-lit location where it is easily readable. Defendant may use HUD Form 928, available at:
<https://www.hud.gov/sites/documents/928.1.pdf>.
- d. Require that all advertising in newspapers, telephone directories, radio, television, Internet websites, social media, or other media, and all billboards, signs, pamphlets, brochures, and other promotional literature, include a fair housing logo, the words “equal opportunity housing provider,” and/or the following sentences: “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. Provide any information reasonably related to compliance with this Agreement that is requested by the United States.

V. PROHIBITION AGAINST PROPERTY MANAGEMENT, PRESENCE AT SUBJECT PROPERTIES, AND CONTACT WITH TENANTS

21. Defendants Adnan and Mohammed Shalash are permanently prohibited from managing residential rental properties, as set forth herein. They are permanently prohibited from directly or indirectly performing, at any residential rental property, those property management responsibilities set forth in Appendix A as designated responsibilities of each Independent Manager. Defendants Adnan and Mohammed Shalash may perform those property management responsibilities set forth in Appendix A as designated responsibilities of the Owner.

22. Defendants Adnan and Mohammed Shalash are permanently prohibited from initiating Contact and Communications with tenants or prospective tenants. All Contact and Communications with tenants or prospective tenants must be done through the Independent Manager(s). In the event that a tenant or prospective tenant initiates Contact and Communication with Adnan or Mohammed Shalash, Adnan and Mohammed Shalash will immediately discontinue the Contact and Communication and take all reasonable steps to avoid any further Contact and Communication “Contact and Communications” includes physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contact through social media, or other communications made directly or through third parties.

23. Defendants Adnan and Mohammed Shalash are prohibited from entering the premises, or being within 50 feet, of any residential rental property owned, leased, managed, or controlled by Defendants which are occupied with tenants during the timeframe of this Agreement. “Any residential property” includes, but is not limited to, the dwelling units, communal spaces, yards, parking areas, garages, and leasing offices. “Occupied with tenants” refers to a property where an individual is residing, regardless of whether there is an oral or

written lease agreement and regardless of whether there are any eviction proceedings against the individual.

24. Owner Defendants will not purposefully or knowingly direct or permit Defendants Adnan and Mohammed Shalash to engage in any of the conduct described in Paragraphs 21, 22, and 23 above.

VI. ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL RENTAL PROPERTIES

25. If Defendants Fox Den Properties LLC, Adnan Shalash, or Mohammed Shalash acquire any management, ownership, financial, controlling, or other interest in any residential rental property, the property is a Subject Property and will be subject to the provisions of this Agreement. During the term of this Agreement, within 7 days of acquiring such an interest, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash must provide written notification to the United States, identifying the property and the nature of the interest acquired, and provide the United States with copies of any documents memorializing the transfer or creation of the interest in the property.

26. If Defendants Fox Den Properties LLC, Adnan Shalash, or Mohammed Shalash sells or transfers a Subject Property to an independent, third-party purchaser in an arms-length transaction, the property will cease to be a Subject Property under this Agreement. An independent, third-party purchaser is a person or entity with whom no Defendant, nor any corporation or entity of which any Defendant is an officer, partner, employee, or agent, has had a financial, contractual, personal, or familial relationship. During the term of this Agreement, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash will inform the United States within 7 days of any such transaction and provide documentation sufficient to confirm the sale or transfer. In the event the third-party purchaser has a familiar relationship, the

United States shall confirm the sale or transfer upon reasonable assurance of this being an arms-length transaction and a confirmation from the purchaser that Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash will not manage the property.

27. Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash will remain liable for their obligations under this Agreement, regardless of any property sale or transfer.

28. If any property is sold or transferred in a non-arms-length transaction, or to a non-third-party purchaser, that property will remain a Subject Property under this Agreement and Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash will remain liable for any violations of this Agreement for its duration. During the term of this Agreement, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash will inform the United States within 7 days of any such transaction and provide documentation sufficient to confirm the sale or transfer, including contact information for the purchaser or transferee.

VII. NONDISCRIMINATION POLICY AND COMPLAINT PROCEDURE

29. Within 15 days of the United States' approval of Defendants' selection of Independent Manager(s), Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash will provide the United States a proposed Nondiscrimination Policy and Complaint Procedure. If the United States does not approve the proposed Nondiscrimination Policy and Complaint Procedure, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash will have 15 days from such notification to submit a revised proposed Nondiscrimination Policy and Complaint Procedure. This process will continue until a Nondiscrimination Policy and Complaint Procedure is approved by the United States.

30. Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash, through their Independent Manager(s), will implement the Nondiscrimination Policy and Complaint Procedure and ensure that it is followed, by:

- a. Distributing the Nondiscrimination Policy and Complaint Procedure to all agents or employees who have responsibility for showing, renting, managing, or maintaining any and all of the Subject Properties within five days of the United States' approval of the Nondiscrimination Policy and Complaint Procedure or within 10 days of the commencement of their employment or agency relationship;
- b. Securing a signed statement from each such agent or employee acknowledging that the agent or employee has received and read the Nondiscrimination Policy and Complaint Procedure, has had the opportunity to have questions about the Nondiscrimination Policy and Complaint Procedure answered, and agrees to abide by the relevant provisions of the Nondiscrimination Policy and Complaint Procedure. This Employee Acknowledgement Statement will be in the form of Appendix B; and
- c. Distributing the Nondiscrimination Policy and Complaint Procedure to every tenant of each Subject Property within 15 days of the United States' approval of the Nondiscrimination Policy and Complaint Procedure and ensuring that a copy of the Nondiscrimination Policy and Complaint Procedure is attached to the lease of every new tenant at every Subject Property.

31. Defendants may change the Nondiscrimination Policy and Complaint Procedure, provided that any change is approved by the United States prior to implementation, per the process outlined in the preceding Paragraph.

VIII. EDUCATION AND TRAINING

32. Within 30 days of the United States' approval of Defendants' selection of Independent Manager(s), each Independent Manager, and any employees or agents working with or for Defendants or each Independent Manager with involvement in showing, renting, managing, or maintaining any dwelling unit at any Subject Property will undergo live training on the Fair Housing Act. Live training may include training provided by streaming or video service. The attendees will be provided a copy of this Agreement before or at the training. The training will be conducted by a qualified third party, independent of Defendants or their counsel, approved at least seven days in advance by the United States. Any expenses associated with this training will be borne by 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 because of sex, and a question-and-answer session for the purpose of reviewing this topic.

33. Each individual who receives training will execute a Certificate of Training, attached to this Agreement as Appendix C, and Defendants will provide these certificates to the United States within 10 days of completion of the training.

34. During the effective period of this Agreement, any new Independent Managers and any new employees or agents working with or for each Independent Manager with involvement in showing, renting or managing any dwelling unit at any Subject Property will, within 30 days of the commencement of their employment or agency relationship with Owner

Defendants or the Independent Manager(s), be provided the training described in the preceding Paragraph or participate in an online training on the Fair Housing Act. The online training program must include instruction on the Act's provisions related to sexual harassment and other forms of sex discrimination and must be approved in advance by the United States. During or before this training, new employees will be provided a copy of this Agreement. New employees who are provided online training will participate in a live training as described in the preceding Paragraph within one year of commencing an employment or agency relationship with Owner Defendants or the Independent Manager(s).

IX. MONETARY DAMAGES FOR AGGRIEVED PERSONS

35. Within 90 days of the effective date of this Agreement, Defendants will pay a total sum of \$845,000, for the sole purpose of compensating Aggrieved Persons. This money will be referred to as "the Settlement Fund."

36. The United States will investigate the claims of any potential Aggrieved Persons and determine if they are Aggrieved Persons harmed in violation of the Fair Housing Act. The United States has obtained or will obtain sworn statements from each person it determines to be an Aggrieved Person setting forth the factual basis of their claim. Within 75 days from the effective date of this Agreement, the United States will inform the Defendants in writing of its determinations as to which individuals are Aggrieved Persons and an appropriate amount of damages that should be paid to each.

37. Nothing in this Agreement precludes the United States from making efforts to locate and provide notice to individuals who may be entitled to relief under this Agreement.

38. The United States' determinations with respect to Aggrieved Persons will be final. Defendants will not contest the United States' determinations in this or any other proceeding.

39. The entire Settlement Fund will be distributed to Aggrieved Persons identified by the United States. The Parties expect that there will be no monies remaining in the Settlement Fund after such distribution.

40. Counsel for the United States will receive a signed release from each Aggrieved Person (including the one attached as Appendix D) and deliver a copy of the signed releases to counsel for Defendants.

41. Within 15 days of receiving the United States' determinations, Defendants will deliver to counsel for the United States separate checks payable to each Aggrieved Person for the designated amount by overnight delivery to:

Chief
c/o Orly May
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
150 M St. NE, 8th Floor
Washington, D.C. 20002
Re: DJ No. 175-30-91

42. When counsel for the United States has received a check from Defendants for an Aggrieved Person, counsel for the United States will deliver the check to the Aggrieved Person. No Aggrieved Person will receive a check until they have executed and delivered the agreed upon releases at Appendix D.

43. If any check sent to the United States is not cashed, deposited, or otherwise negotiated within six months of its issue, Defendants agree to cancel any such check and issue one or more new checks as directed by the United States, either for the benefit of the same individual or of other Aggrieved Persons.

44. The compensation required to be paid to the Aggrieved Persons under Paragraph 35 is 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.

45. Defendants will not raise the rent or fees associated with any Subject Property, or demand a deposit or other fee from any tenant or prospective tenant, for the purpose of offsetting any of the costs incurred as a result of this litigation or compliance with the obligations under this Agreement.

X. ADDITIONAL RELIEF FOR AGGRIEVED PERSONS

46. If Defendants initiated any proceeding related to the tenancy of any Aggrieved Person, including any proceeding to evict, otherwise terminate tenancy, or seek damages, the United States will determine whether such action was retaliatory or otherwise in violation of the Fair Housing Act. To make this determination, the United States may request documents and information from Defendants relevant to such proceedings. Defendants will provide the requested documents and information to the United States within 15 days of the request.

47. If the United States determines any such proceedings were retaliatory or otherwise unlawful under the Fair Housing Act, it will inform Defendants. Defendants will not contest the United States' determination. Within 10 days of receiving the United States' determination, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammed Shalash will deliver to counsel for the United States, via email, a letter in the form of Appendix E for each relevant Aggrieved Person.

48. Defendants will maintain all records relating to the actions taken in accordance with Section X.

XI. CIVIL PENALTY

49. Within 90 days of the effective date of this Agreement, Defendants will pay \$5,000 to the United States Treasury as a civil penalty under 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 in accordance with written instructions to be provided by the United States.

50. The civil penalty required to be paid to the United States Treasury under the preceding Paragraph 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, Defendants will not seek to discharge any part of this debt in bankruptcy.

XII. DEFENDANTS' REPORTING REQUIREMENTS

51. Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash, individually or through the Independent Manager(s), will provide to the United States⁴ notification and documentation of the following events no later than 10 days after they occur:

- a. Any information indicating that any Defendant, or any of their agents or employees, may be in violation of this Agreement or the Fair Housing Act; and
- b. Any written or oral complaint against any Defendant, or any of Defendants' agents or employees, regarding discrimination, harassment, retaliation, or other violation of this Agreement.

- i. Notification will include the full details of the complaint, including the complainant's name, address, and telephone number.

⁴ All documents or other communications required by the Agreement will be sent by email to Orly May at orly.may@usdoj.gov along with hce.compliance@usdoj.gov, or as otherwise directed by the United States. Defendants will confirm with the United States that the required documents and communications have been received.

- ii. If the complaint is made orally, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash will require that each Independent Manager maintain a log in which the Independent Manager records the name of the complainant; the address and telephone number of the complainant; the date the complaint was received; the name of Defendants' agent or employee who received the complaint; the name of Defendants' agent or employee who is the subject of the complaint; identification of the property involved in the complaint; and a general description of the complaint.
- iii. If the complaint is written, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash will provide a copy of it with the notification.
- iv. Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash will also provide the United States all information it may request concerning any complaints, and, within 15 days of receiving the complaint, will inform the United States of any resolution.

52. Within 90 days of the entry of this Agreement and every six months thereafter, Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash, through each Independent Manager, will deliver to the United States a compliance report containing information about their compliance with the terms of this Agreement during the preceding reporting period, including but not limited to:

- a. A list of the Subject Properties, including each street address, the number of rental units at each property, and a description of Defendant Fox Den

Properties LLC, Adnan Shalash, and Mohammad Shalash's interest in each property;

- b. A list of all tenants at the Subject Properties and their addresses and telephone numbers;
- c. Copies of all rental applications and leases for dwellings at the Subject Properties;
- d. Copies of all rental advertisements;
- e. Copies of the Nondiscrimination Policy and Complaint Procedure;
- f. Certification that the Nondiscrimination Policy and Complaint Procedure have been implemented and are in effect;
- g. Certification that the Nondiscrimination Policy and Complaint Procedure have been distributed to every tenant of each Subject Property, including through attachment to the lease of every new tenant;
- h. Confirmation that all complaints, written or oral, against Defendants Fox Den Properties LLC, Adnan Shalash, or Mohammad Shalash or any of their agents or employees have been reported to the United States as required by Paragraph 51b;
- i. Written and sworn verification by Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash that each Independent Manager performs, and has performed during the reporting period, all property management responsibilities at the Subject Properties as required by Section IV.
- j. Written and sworn verification by Defendants Fox Den Properties LLC, Adnan Shalash, and Mohammad Shalash and that they have reported all

acquisitions or transfers of interest in residential rental properties as required by Section VI;

k. Photographs of each office or location in which rental activity is conducted showing the “Equal Housing Opportunity” signs required by Paragraph 20.c

l. Copies of all signed Employee Acknowledgement Statements, pursuant to Paragraph 30.b; and

m. Copies of all fair housing training certifications, pursuant to Paragraph 33.

53. The final report due under the preceding Paragraph will be delivered to the United States no later than 60 days prior to the expiration of this Agreement.

XIII. DOCUMENT PRESERVATION, PRODUCTION, AND RECORD KEEPING

54. Defendants will preserve, and will require each Independent Manager to preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Agreement. Upon reasonable notice, representatives of the United States will be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendant will provide or cause each Independent Manager to provide copies of such documents.

55. Upon reasonable notice, Defendants will produce or permit the United States to make copies of any rental or tenancy records, or any other records in the possession, custody, or control of Defendants, that Defendants have not previously provided and that the United States believes will be useful in identifying persons who may be entitled to relief under this Agreement.

XIV. DURATION OF THE AGREEMENT

56. The Parties agree to file this Agreement as an exhibit to a joint motion to dismiss Defendants, pursuant to Fed. R. Civ. P. 41(a)(2), subject to reinstatement upon the United States' motion for the purpose of resolving a claim that any Defendant materially breached any provision of this Agreement. The motion to dismiss Defendants shall request that the Court retain jurisdiction to resolve any dispute under the Agreement.

57. Should the United States move to restore the Complaint to the active docket of the Court for purposes of resolution of a claim of breach, all Defendants consent to and agree not to contest the United States' motion to restore, and consents to and agrees not to contest the exercise of personal jurisdiction over any Defendant by the Court.

58. If the Action is reinstated, Defendants expressly 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.

59. Before moving to restore the Complaint to the active docket, the United States shall provide the relevant Defendant(s) notice of any asserted breach in writing. The Parties will endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to bringing matters to the Court for resolution. Each Defendant will have up to thirty (30) days from the date of notice to cure the alleged breach.

60. In the event the United States reinstates the Action and the Court finds a material breach of the Agreement, the United States may seek the following: 1) an order mandating specific performance of any term or provision in this Agreement; and 2) any additional relief that may be authorized by law or equity. Such remedies may include an order requiring performance

and/or an award of any damages, costs, and reasonable attorneys' fees that may have been caused by the violation of the Agreement against the Defendants alleged to have violated the agreement and not jointly and severally.

61. The effective date of this Agreement is the date the joint motion to dismiss the Defendants, pursuant to Fed. R. Civ. P. 41(a)(2), as set forth in Paragraph 56, is ordered by the Court.

62. This Agreement will be in effect for five years beginning on the effective date. The Court will retain continuing and exclusive jurisdiction throughout the term of this Agreement to enforce its terms.

63. Failure of the United States to insist on strict performance of any provision of this Agreement is not a waiver of the United States' rights or remedies or of any noncompliance by any Defendant with the terms of this Agreement.

64. This Agreement is binding on the Parties and their transferees, successors, heirs and assigns.

XV. COMPLIANCE WITH THE AGREEMENT AND THE FAIR HOUSING ACT

65. Any time limits for performance imposed by this Agreement may be extended by mutual written agreement of the Parties. Any other modifications to the provisions of this Agreement must be approved by the Court.

66. The United States may monitor Defendants' compliance with this Agreement, including by conducting fair housing tests at any location(s) in which Defendants' employees or agents conduct rental activities. Defendants will cooperate with the United States' monitoring of compliance.

67. Defendants will cooperate fully with the United States' efforts to monitor compliance with this Agreement by making policies, records including complaints, personnel, and any other reasonably requested information available to the United States.

68. If any Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) will constitute a "subsequent violation" under 42 U.S.C. § 3614(d)(1)(C)(ii).

XVI. COSTS AND LITIGATION HOLDS

69. Except as provided in Paragraph 60, the United States and Defendants will bear their own costs and attorneys' fees associated with this litigation.

70. The Parties agree that, as of the effective date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in this Agreement. If any party has 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 it. Nothing in this Paragraph relieves any party of any other obligations under this Agreement, including Defendants' obligation to preserve documents under Section XIII.

For the United States:

PAUL C. MCCAFFREY
Acting United States Attorney
Eastern District of Kentucky

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief

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/s/ Orly May
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ORLY MAY
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Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue NW – 4CON
Washington, DC 20530
(202) 598-6585
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Attorneys for Plaintiff
United States of America

For Defendant Adnan Shalash:

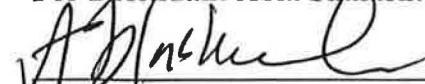
ADNAN SHALASH
1029 Kiawah Drive
Lexington, KY 40515

For Defendant Mohammed Shalash:

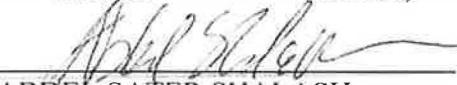
MOHAMMED SHALASH
400 Whitfield Drive
Lexington KY 40515

For Defendant Fox Den Properties, LLC:

ABLA SHALASH
Owner
1029 Kiawah Drive
Lexington, KY 40515

For Defendant Abla Shalash:

ABLA SHALASH
1029 Kiawah Drive
Lexington, KY 40515

For Defendant Griffith Market, Inc.:

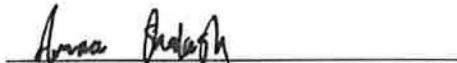
ABDEL SATER SHALASH
President
1400 Mount Drive
Lexington, KY 40502

For Defendant Eitaf Alia Shalash:

EITAF ALIA SHALASH
3036 Charleston Gardens Blvd
Lexington, KY 40515

For Defendant Ghassan Shalash:

GHASSAN SHALASH
3408 Elmendorf Place
Lexington, KY 40517

For Defendant Amna Shalash:

AMNA SHALASH
3408 Elmendorf Place
Lexington, KY 40517

For Defendant Elham Shalash:

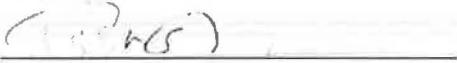
ELHAM SHALASH
400 Whitfield Drive
Lexington, KY 40515

For Defendant Haneen Shalash:

HANEEN SHALASH
205 Red Cedar Drive
Nicholasville, KY 40356

For Defendant Samia Abdel Jaber:

SAMIA ABDEL JABER
460 Southpoint Drive
Lexington, KY 40515

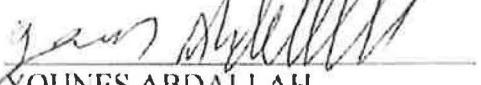
For Defendant Issa Shalash:

ISSA SHALASH
1929 Long Pond Walk
Lexington, KY 40502

For Defendant Alia Properties, LLC:


EITAF ALIA SHALASH
Member
2753 Richmond Road
Lexington, KY 40509

For Defendant K & H Enterprises of Lexington, LLC:


YOUNES ABDALLAH
Member
4817 Waterview Court
Lexington, KY 40513

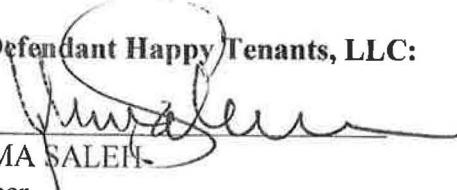
For Defendant Mazin Hawasli


MAZIN HAWASLI
205 Red Cedar Dr.
Nicholasville, KY 40356

For Defendant Mohamad Mouchli


MOHAMAD MOUCHLI
2418 Walter Road
Westlake, OH 44145

For Defendant Happy Tenants, LLC:


USAMA SALEM
Member
3408 Elmendorf Place
Lexington, KY 40517

For Defendant Ibrahim Suleiman:


IBRAHIM SULEIMAN
2472 Woodfield Circle
Lexington, KY 40515

For Defendant Mariam Shalash:


MARIAM SHALASH
1127 Greentree Court
Lexington, KY 40517

APPENDIX A

Independent Manager(s) vs. Owner Responsibilities

	Independent Manager(s) Responsibilities	Owner Responsibilities
Showing and advertising dwelling units	Provide his/her phone number on any rental listing; answer calls, emails, and otherwise respond to inquiries about renting the dwelling unit; meet prospective tenants at dwelling unit to show the property; provide all information to prospective tenants about dwelling unit	Set general rent amount for dwelling units, including security deposit and other fees, which must be set without regard to the identity or characteristics of the tenants or prospective tenants
Processing rental applications	Provide rental applications to prospective tenants; receive rental applications from prospective tenants; review rental applications to determine if prospective tenants meet standards to rent the dwelling unit; process any background or credit check required; review the background check or credit check; accept rental application fee if there is one; make decision about whether or not to accept tenants	Set standards for prospective tenants to qualify to rent dwelling units
Performing or supervising repairs or maintenance	Communicate with tenants regarding all repairs and maintenance requests; notify Owner Defendant(s) of repairs that need to be made at dwelling unit; perform repairs at dwelling unit or supervise employees, staff, or contractors hired to conduct repairs at dwelling unit	As otherwise agreed between manager and defendant
Collecting rent and fees	Collect rent, fees and security deposits from prospective and current tenants; can collect electronically, via mail, or in-person	None

Determining tenant eligibility for subsidies or waivers of fees and rents	Determine eligibility for any subsidies or waivers of fees and rents; determine eligibility for late rent payments	Set standard policy for acceptance of late rent payments or waivers of rent payments
Entering or inspecting dwelling units	Can enter or inspect dwelling units that are currently occupied with advance notice to current tenants; can enter or inspect any vacant dwelling unit as necessary	None
Terminating tenancies	Send notices of lease violations to current tenants; send eviction notices to current tenants; appear in court for eviction proceedings or other legal proceedings that involve tenants; work with local law enforcement to serve eviction papers on current tenants; communicate with tenants regarding move-out policies and procedures	Set general standards for when tenants are subject to eviction; set standard tenant move-out policies and procedures
Post-tenancy	Determine whether and how much to return from a tenant's security deposit upon move-out; provide references for former tenants	As otherwise agreed between manager and defendant

APPENDIX B

Employee Acknowledgement Form

I affirm that I, _____, received a copy of and read the Nondiscrimination Policy and Complaint Procedure. 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.

Print Name

Job Title/Position

APPENDIX C

Employee/Agent Training Acknowledgment

I hereby acknowledge that on _____, I completed training conducted by _____ on the requirements of the federal Fair Housing Act and the Agreement entered by the United States District Court for the District of Kentucky in *United States v. Shalash, et al.*, Case No. 5:24-cv-338. I have also received and read a copy of that Agreement.

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

Print Name

Job Title/Position

Date

APPENDIX D

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. Shalash, et al.*, 5:24-cv-338 (E.D. Ky.), and in consideration for the payment of \$ _____, I, _____, do hereby fully release and forever discharge the Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims based on the facts alleged in the Complaint in this lawsuit that I may have had against the Defendants for any of their actions or statements related to those claims through the date of the entry of the Settlement Agreement.

Executed this _____ day of _____, 20__.

Signature

Print Name

Home Address

Home Address Continued

APPENDIX E

Letter Regarding Landlord/Tenant Actions

[Month] [day], 20[]

Re: [Aggrieved Person's name]

To Whom it May Concern:

On [date of landlord/tenant complaint filing], my client, [Defendants], or someone acting on my client's behalf, filed a landlord/tenant complaint against [Aggrieved Person's name] in [court name] [case number]. My client was the owner of the property in [year of rental] and at the time the landlord/tenant complaint was filed.

On November 18, 2024, the United States of America filed a lawsuit against Adnan and Mohammed Shalash in the United States District Court for the Eastern 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, the United States determined that the landlord/tenant complaint referenced above was made in violation of the Fair Housing Act. Accordingly, as part of the resolution, my client was required to take any and all necessary steps to seek dismissal of the landlord/tenant complaint referenced above, and, if necessary, take any and all steps to vacate any adverse judgement obtained in the landlord/tenant action referenced above.

To the extent that negative information exists regarding [Aggrieved Person]'s rental of [property street address] in [property city or town], [state], please disregard it. Such negative information may include: 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 [Aggrieved Person]'s tenancy; and any information related to alleged lease violations or damages to the property located at [property street address] during [Aggrieved Person]'s tenancy.

Sincerely,

[DEFENSE COUNSEL]