

**SETTLEMENT AGREEMENT BETWEEN
PLAINTIFF UNITED STATES OF AMERICA AND
DEFENDANT JOSEPH EARL LUCAS 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”) and Defendant Joseph Earl Lucas (“Defendant Lucas”).
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’ Complaint alleges that Defendant Lucas 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 Lucas subjected actual and prospective female tenants of residential rental properties that he owned and/or managed to discrimination because of sex, including unwelcome and severe or pervasive sexual harassment.
4. The Lawsuit also named as Defendants Jacob Bush and Emily Bush (“the Bushes”) and Defendants Joie Carr and Jeremy Carr (“the Carrs”), each of whom owned residential rental properties that were managed, in whole or in part, by Defendant Lucas. Defendants Jacob Bush and Joie Carr are Defendant Lucas’s grandchildren.
5. On December 18, 2025, the United States, the Bushes, and the Carrs entered into a separate Settlement Agreement (“the Bush and Carr Settlement”) to resolve claims against the Bushes and the Carrs. At the time the Parties negotiated that Agreement, Defendant Lucas had petitioned for an appointment of a *guardian ad litem* to represent his interests in this litigation, and therefore did not participate in those negotiations. The Bush and Carr Settlement provided, however, that the Agreement would also satisfy the United States’ claims for monetary relief, provided that Defendant Lucas and the United States reached an Agreement on preventive relief. *See the Bush & Carr Settlement Agreement at Section III.9.(j.)*
6. On December 5, 2025, the Court conditionally granted Defendant Lucas’s motion for a *guardian ad litem*. *See Order & Opinion*, ECF No. 76. Dr. Jennifer Bush, Defendant Lucas’s granddaughter, was appointed as the *guardian ad litem* for Defendant Lucas on January 12, 2026. *See Order*, ECF No. 80.
7. Defendant Lucas, through counsel, has represented that he is retired and is no longer engaged in Property Management Responsibilities at residential properties.
8. Through this Agreement the United States and Defendant Lucas (collectively “the Parties”) agree that the claims against the Defendant Lucas should be resolved without further litigation.

II. DEFINITIONS

9. “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). Aggrieved Persons include, but are not limited to, those individuals who the United States determines to be Aggrieved Persons and identifies as such pursuant to this Agreement, and the Bush and Carr Settlement.

10. “Contact or Communication” means physical contact, verbal contact, telephone calls, video calls, emails, faxes, written communications, text or instant messages, contacts through social media or electronic applications, or other communications made through third parties.

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

12. “Independent Manager” is an individual or entity, approved by the United States in advance of performing services, and is experienced in managing rental properties and who has no current or past employment, financial, contractual, personal, or familial relationship with Defendant Lucas, the Bushes, or the Carrs.

13. “Property Management Responsibilities” means showing or renting housing units; advertising; processing rental applications; choosing contractors to make repairs; receiving maintenance requests; performing or 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; entering rental units; overseeing any aspects of the rental process; handling mail; engaging in any other property-related 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.

14. “Subject Property” or “Subject Properties” means any residential rental property owned in whole or in part by Defendant Lucas, the Bushes, or the Carrs—including indirect ownership through legal entities in which the Bushes or the Carrs have an ownership interest—or for which Defendant Lucas, 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. RELIEF

15. Prohibition Against Property Management. Defendant Lucas is permanently prohibited from owning, operating, or performing any Property Management Responsibilities at any residential rental property other than through an Independent Manager.

16. Prohibition Against Contact with Aggrieved Persons and Their Families. Defendant Lucas is permanently prohibited from purposefully or knowingly engaging in Contact or Communications, either directly or indirectly, with: (1) any Aggrieved Person, and (2) any person whom Defendant Lucas knows or believes to be a family member or close relation to an

Aggrieved Person. If Defendant Lucas inadvertently or unintentionally has any Contact or Communications with such an individual, he will immediately discontinue the Contact or Communication and take all reasonable steps to avoid any further Contact or Communication.

17. Prohibition Against Contact with Current Tenants of Subject Properties. Defendant Lucas is permanently prohibited from having Contact or Communications with any current tenants of any Subject Property.

18. Prohibition Against Entering Any Subject Properties. Defendant Lucas is permanently prohibited from entering any part of a Subject Property. This includes all areas of a dwelling, the property on which it sits, and facilities that are provided in connection with a Subject Property, including basements, communal spaces, yards, parking areas, and garages. This prohibition shall not apply to any part of a Subject Property used as the primary residence of Defendant Lucas, the Bushes, or the Carrs.

IV. DISMISSAL AND RELEASE

19. Dismissal. Once Defendant Lucas, the Bushes, and the Carrs have all fulfilled their obligations under this Agreement and the Bush and Carr Settlement, respectively, then, in consideration for Defendant Lucas's fulfillment of his obligations under this Agreement, the United States' claims against Defendant Lucas in the Lawsuit shall be dismissed with prejudice.

20. Release of Prospective Claims for Fraudulent Transfer. Once Defendant Lucas, the Bushes, and the Carrs have all fulfilled their obligations under this Agreement and the Bush and Carr Settlements, respectively, then, in consideration for the Defendant Lucas's fulfillment of his obligations under this Agreement, the United States shall release Defendant Lucas 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

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

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

23. Parties To Bear Their Own Costs. The United States and Defendant Lucas will each bear their own costs and attorneys' fees associated with this litigation.

24. Termination of Litigation Hold. The 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 Party has previously implemented a litigation hold to preserve documents, electronically-stored information ("ESI"),

or thing related to the matters described above, that Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations under this Settlement Agreement.

25. 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 Parties, the Parties shall engage in good faith negotiations to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the initially agreed upon relative rights and obligations.

26. 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.

27. 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.

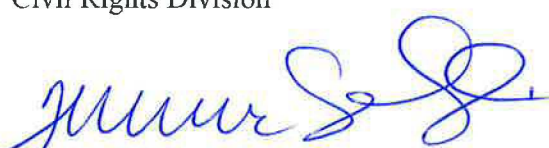
FOR THE UNITED STATES OF AMERICA:

DATED: March 19, 2026

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First Assistant United States Attorney
Attorney for the United States, Acting under
Authority Conferred by 28 U.S.C. § 515

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

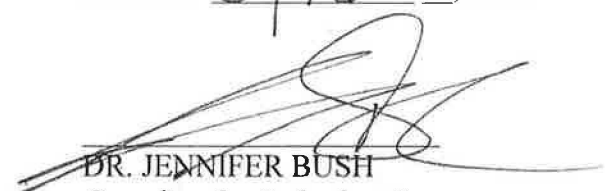

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DATED: 3/16, 2026



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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 Joseph Earl Lucas 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 him 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