

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION AT LEXINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

JOSEPH E. JOHNSON,

Defendant.

Civil Action No. 5:24-cv-00353-DCR

CONSENT ORDER

I. INTRODUCTION

1. This action was brought by the United States on December 3, 2024, to enforce the Fair Housing Act ("FHA"), 42 U.S.C. §§ 3601 *et seq.*

2. In its Complaint, the United States alleges that Defendant Joseph Johnson violated the FHA by discriminating against tenants on the basis of sex in the rental of dwellings that he owns or manages in and around Lexington, Kentucky. Specifically, the United States alleges that for over three decades, Joseph Johnson, in his capacity as owner and manager of these rental properties, engaged in unwelcome and severe or pervasive sexual harassment of and retaliation against numerous female tenants. The Complaint alleges that Defendant's acts of sexual harassment included, but were not limited to:

- Making unwelcome sexual comments and sexual advances to female tenants;
- Touching or attempting to touch female tenants without their consent;
- Offering to grant tangible housing benefits – such as making repairs and/or overlooking or excusing late or unpaid rent in exchange for sex or sexual acts; and
- Retaliating against female tenants by taking adverse housing actions, such as initiating eviction actions or failing to make repairs, who objected to and/or refused sexual demands.

3. The United States further alleges that several of Defendant's employees engaged in similar unwelcome and severe or pervasive sexual harassment of and retaliation against numerous female tenants while acting as Defendant's agent, and therefore, Defendant is liable for his employees' discriminatory actions and conduct.

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

5. Defendant denies the United States' allegations.

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

7. The Parties have agreed that the claims against Defendant should be resolved without further litigation. Therefore, the Parties request the entry of this Consent Order, as shown by the signatures below.

8. This Consent Order constitutes a full resolution of all claims asserted against the Defendant by the United States in this action, and those claims the United States could have asserted under the FHA in this action, as a result of any actions or inactions of Defendant.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED, and DECREED:

II. PROHIBITION AGAINST DISCRIMINATION AND RETALIATION

12. Defendant, his officers, agents, employees, transferees, successors, heirs, and assigns, and all others acting for or with him, 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
- 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 FHA, including by retaliating against any person exercising their rights under this Consent Order.

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

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

13. Defendant is permanently prohibited from initiating any contact or communications, either directly or indirectly, with: (1) any person the United States has identified as harmed by Defendant's conduct; (2) any person the United States has identified as a potential witness to the unlawful conduct alleged in this lawsuit; and (3) any person whom Defendant knows or believes to be a family member or close relation of any of the individuals the United States has identified as harmed by Defendant's actions or witnesses to Defendant's unlawful conduct.

14. In the event that Defendant inadvertently or unintentionally makes any contact with any individual within the categories identified above, or that any individual within the categories identified above initiate contact with Defendant, Defendant 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.

IV. REQUIREMENT TO RETAIN INDEPENDENT PROPERTY MANAGER

15. Within 15 days of the effective date of this Order, Defendant² will retain an Independent Manager, subject to review 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, Defendant will have 15 days from such notification to identify alternate Independent Manager. This process will continue until the Independent Manager is approved by the United States and, immediately thereafter, hired by Defendant. If the United States and Defendant 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 Defendant's proposed Independent Manager, if the proposed individual satisfies the requirements of Paragraph 16.

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 Defendant. The United States agrees that Patrick Johnson, Zachary Johnson, and/or Patricia Taulbee will qualify as Independent Manager as an exception to these requirements.

² Defendant represents that, prior to the filing of this Consent Order, Defendant Joseph Johnson ceased engaging in residential rental property management. The Parties agree 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 the rental office, or contact with tenants or prospective tenants.

³ "Subject Property" or "Subject Properties" means any residential rental property Defendant owns or manages, or comes to own or manage, in full or in part.

17. If, after retaining an Independent Manager, Defendant wishes to change the Independent Manager for any reason, he will submit the name of the prospective new manager, in writing, to the United States for review at least 15 days prior to retaining the individual or entity.

18. The United States may communicate directly with the Independent Manager as needed to ensure Defendant's compliance with the terms of this Consent Order.

19. Defendant will ensure that the Independent Manager is aware of this Consent Order and of the requirements it sets for the Independent Manager. Within 10 days of retaining the Independent Manager, Defendant will provide the United States an acknowledgement signed by the Independent Manager, confirming that the Independent Manager is aware of the requirements set forth in the Consent Order for the Independent Manager.

20. Defendant will do the following through the Independent Manager for any current or future residential rental properties Defendant owns, leases, manages, or controls:

- a. Implement the policy against Nondiscrimination and the Complaint Procedure as described in Section VII.
- b. Ensure that the Independent Manager's employees, agents, and representatives who will be performing duties at the properties, including the 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 Consent Order.
- c. Post an "Equal Housing Opportunity" sign in the rental office, 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 Consent Order. 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 Consent Order that is requested by the United States.

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

21. Defendant is permanently prohibited from managing residential rental properties, as set forth herein. He is 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 the Independent Manager.

22. Defendant is permanently prohibited from initiating Contact and Communications with tenants or prospective tenants. "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. All Contact and Communications with tenants or prospective tenants must be done through the Independent Manager. In the event that a tenant or prospective tenant initiates Contact and Communication with Defendant, Defendant will immediately discontinue the Contact and Communication and take all reasonable steps to avoid any further Contact and Communication.

23. Defendant is prohibited from entering the premises, or being within 50 feet, of any residential rental property owned, leased, managed, or controlled by Defendant which is occupied with tenants during the timeframe of this Consent Order. "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.

VI. ACQUISITION OR TRANSFER OF INTEREST IN SUBJECT PROPERTIES

24. If Defendant acquires 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 Consent Order. During the term of this Consent Order, within 7 days of acquiring such an interest, Defendant 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.

25. If Defendant sells or transfers any management, ownership, financial, controlling, or other interest in a Subject Property through an arms-length transaction to a third-party purchaser,⁴ or otherwise loses such an interest through a legal proceeding (for example, by foreclosure), such property will cease to be a Subject Property. Defendant must notify the United

⁴ 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 "third-party purchaser" is one with whom the Defendant and/or his Power of Attorney have no current or past financial, contractual, personal, or familial relationship.

States within seven days of selling, transferring, or losing such an interest, identifying the property and the nature of the interest sold, transferred, or lost, and provide copies of documents memorializing the sale, transfer, or loss of the interest in the property if requested, within seven days of any such request by the United States.

26. If any property is sold or transferred in a non-arms-length transaction, or to a non-third-party purchaser, or to a trust, LLC, or other entity controlled by or established for the benefit of Defendant or his family, that property will remain a Subject Property under this Consent Order and Defendant will remain liable for any violations of this Consent Order for its duration. During the term of this Consent Order, Defendant 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.

27. Defendant will remain liable for his obligations under this Consent Order, regardless of any property sale or transfer.

VII. NONDISCRIMINATION POLICY AND COMPLAINT PROCEDURE

28. Within 15 days of the United States' approval of Defendant's selection of the Independent Manager, Defendant 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, Defendant shall 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.

29. Defendant will implement the Nondiscrimination Policy and Complaint Procedure and ensure that 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.

30. Defendant 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 Paragraphs.

VIII. EDUCATION AND TRAINING

31. Within 60 days of the effective date of this Consent Order, the Defendant and any employees shall attend a live training on the FHA, including the FHA's prohibition of sexual harassment and other sex discrimination. Attendees will be provided a copy of this Consent Order at the training. Training may be provided in-person or by video service (e.g., Zoom). Any associated expenses will be borne by Defendant.

32. Within 30 days of the effective date of this Consent Order, Defendant shall provide the United States the name and qualifications of their proposed trainer and a description of the proposed training, subject to the United States' approval. The trainer must be qualified and independent of Defendant and counsel for Defendant.

33. Within seven days of completing the training described in Paragraph 31, Defendant shall provide the United States with a certification of attendance, in the form of Appendix C, from every attendee.

IX. MONETARY DAMAGES FOR AGGRIEVED PERSONS

34. Defendant will pay damages in the total amount of \$500,000 for the sole purpose of compensating Aggrieved Persons.

35. By April 10, 2026, Defendant shall make an initial deposit of at least \$20,000 into a dedicated, interest-bearing escrow account. The remainder of the \$500,000 must be deposited into that account no later than July 24, 2026, at which time Defendant must show proof of deposit to the United States.

36. After Defendants have fully funded the settlement account, the United States will inform Defendant of the total amount of damages that it determines should be paid to each Aggrieved Person. Defendant will not contest these determinations by the United States in this or any other proceeding.

37. Within 7 days of receiving the damages determinations from the United States, Defendant will deliver to the United States separate checks payable to each Aggrieved Person for the designated amount, pursuant to delivery instructions from the United States.

38. When the United States has received a check from Defendant for an Aggrieved Person and received a signed release in the form of Appendix D from the Aggrieved Person, counsel for the United States will deliver the check to the Aggrieved Person and a copy of the

signed release to counsel for Defendant. No Aggrieved Person will receive a check until she has executed and delivered the release at Appendix D.

39. If any check is not cashed, deposited, or otherwise negotiated within a reasonable time after its issue, as determined by the United States, the Defendant agrees to take steps the United States deems appropriate after the Parties confer in good faith. This may include canceling the check and issuing one or more new checks in the amount of that check as directed by the United States, either for the benefit of the same individual or of other Aggrieved Persons. The total monetary amount paid to Aggrieved Persons will remain \$500,000.

40. The compensation required to be paid to Aggrieved Persons under this Consent Order is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendant will not seek to discharge any part of this debt in bankruptcy.

X. ADDITIONAL RELIEF FOR AGGRIEVED PERSONS

41. If Defendant initiated any proceedings 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 Defendant relevant to such proceedings. Defendant will provide the requested documents and information to the United States within 15 days of the request.

42. If the United States determines any such proceedings were retaliatory or otherwise unlawful under the Fair Housing Act, it will inform Defendant. Defendant will not contest the United States' determination. Within 10 days of receiving the United States' determination, Defendant will:

- a. Request that all three major credit bureaus (Equifax, Experian, and TransUnion) delete any information attributable to the proceedings regarding the Aggrieved Persons and any co-tenant, and provide the credit bureaus with the information necessary for them to do so;
- b. Move the appropriate courts to dismiss any pending proceedings or vacate any judgment obtained; and
- c. Deliver to counsel for the United States, via email, a letter in the form of Appendix E for each relevant Aggrieved Person.

43. Defendant will maintain all records relating to the actions taken in accordance with Section X.

XI. CIVIL PENALTY

44. By July 24, 2026, Defendant 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. The payment will

be in the form of an electronic fund transfer in accordance with written instructions to be provided by the United States.

45. 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, Defendant will not seek to discharge any part of this debt in bankruptcy.

XII. DEFENDANT'S REPORTING REQUIREMENTS

46. Defendant, individually or through the Independent Manager, will provide to the United States⁵ notification and documentation of the following events no later than 10 days after they occur:

a. Any information indicating that Defendant, or any of his agents or employees, may be in violation of this Consent Order or the Fair Housing Act; and

b. Any written or oral complaint against Defendant, or any of Defendant's agents or employees, regarding discrimination, harassment, retaliation, or other violation of this Consent Order.

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

ii. If the complaint is made orally, Defendant will require that the 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 Defendant's agent or employee who received the complaint; the name of Defendant's 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, Defendant will provide a copy of it with the notification.

iv. Defendant will also provide the United States all information it may request concerning any complaints, and, within 15 days of

⁵ All documents or other communications required by the Agreement will be sent by email to Beth Frank at beth.frank@usdoj.gov along with hce.compliance@usdoj.gov, or as otherwise directed by the United States. Defendant will confirm with the United States that the required documents and communications have been received.

receiving the complaint, will inform the United States of any resolution.

47. Within 90 days of the entry of this Consent Order and every twelve months thereafter, Defendant, through the Independent Manager, will deliver to the United States a compliance report containing information about his compliance with the terms of this Consent Order 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;
- 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 Defendant or any of his agents or employees have been reported to the United States as required by Paragraph 46;
- i. Written and sworn verification by Defendant that the 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 Defendant that he has 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 29(b); and
- m. Copies of all fair housing training certifications, pursuant to Paragraph 33.

48. 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 Consent Order.

XIII. DOCUMENT PRESERVATION, PRODUCTION, AND RECORD KEEPING

49. Defendant will preserve, and will require the 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 Consent Order. 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 the Independent Manager to provide copies of such documents.

50. Upon reasonable notice, Defendant 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 Defendant, that Defendant has not previously provided and that the United States believes will be useful in identifying persons who may be entitled to relief under this Consent Order.

XIV. DURATION, MODIFICATION, AND ENFORCEMENT

51. Unless otherwise specified or extended pursuant to Paragraph 52, the provisions of this Consent Order will be in effect for a period of five (5) years from the effective date. The Court will retain jurisdiction for the purpose of enforcing or interpreting the provisions of this Consent Order. The United States may move the Court to extend the terms of this Consent Order in the event of noncompliance with any of its terms, or if the interests of justice so require.

52. The Parties may mutually agree, in writing, to reasonable extensions of time to carry out any provisions of the Consent Order. Any other modifications to the provisions of this Consent Order must be approved by the Court.

53. If Defendant violates any of the provisions of this Consent Order, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, civil contempt proceedings, an order requiring performance or non-performance of certain acts, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

54. Except as otherwise provided in Paragraph 53, the United States and Defendants will bear their own costs and attorneys' fees associated with this litigation.

55. Failure of the United States to insist on strict performance of any provision of this Consent Order does not waive the United States' rights or remedies in the event of noncompliance by Defendant with this Consent Order.

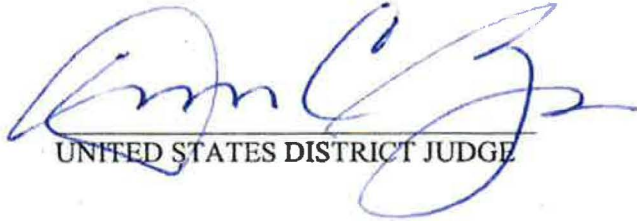
56. This Consent Order is binding on the Parties and their transferees, successors, heirs, and assigns.

57. The United States may monitor Defendant's compliance with this Consent Order, including through conducting fair housing testing of Defendant and his properties. Defendant will cooperate with the United States' monitoring of compliance.

58. If 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).

59. The Parties agree that, as of the effective date of this Consent Order, litigation is not reasonably foreseeable concerning the matters described in the United States' Complaint. If any party has implemented a litigation hold to preserve documents, electronically-stored information, or things related to this action, that party is no longer required to maintain it. Nothing in this Paragraph relieves any party of any other obligations under this Consent Order, including Defendant's obligation to preserve documents under this Consent Order.

IT IS SO ORDERED this 27th day of April, 2026


UNITED STATES DISTRICT JUDGE

For the United States:

JASON D. PARMAN
First Assistant United States Attorney
Eastern District of Kentucky

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

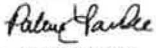
CARRIE PAGNUCCO
Chief

CARRIE B. POND
Assistant U.S. Attorney
260 West Vine Street
Suite 300
Lexington, KY 40507-1612
Phone: (859) 685-4869
Fax: (859) 233-2747
Email: carrie.pond@usdoj.gov

/s/ Anna Purinton
TIMOTHY J. MORAN
Deputy Chief
BETH FRANK
ANNA PURINTON
Trial Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue NW – 4CON
Washington, DC 20530
Phone: (202) 598-7768
Fax: (202) 514-1116
E-mail: beth.frank@usdoj.gov
anna.purinton@usdoj.gov
Attorneys for Plaintiff
United States of America

Dated: April 27, 2026

For Defendant:

Signed by:

56AAEF4A0CD4C5

Patricia Taulbee, as Power of Attorney for Defendant Joseph Johnson

/s/ Kyle A. Girouard
KYLE A. GIROUARD
Dickinson Wright PLLC
300 West Vine Street, Suite 1700
Lexington, Kentucky 40507
E-mail: kgirouard@dickinsonwright.com
Phone: (859) 899-8700
Fax: (844) 670-6009

Dated: April 23, 2026

APPENDIX A

Independent Manager 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 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.

Signature

Print Name

Job Title/Position

Date

APPENDIX C

CERTIFICATION OF TRAINING

I certify that I have received a copy of the Consent Order executed by the Parties in *United States v. Johnson*, Case No. 5:24-cv-00353-DCR (E.D. Ky.).

On _____, 202__, I attended a training on the requirements of the Fair Housing Act, including a particular focus on the prohibition of sexual harassment in housing.

I further certify that I have read and understand my responsibilities as set forth in the Consent Order and under the Fair Housing Act, and shall comply with those responsibilities.

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: _____

Title or role: _____

Date: _____

APPENDIX D

Full and Final Release of Claims

In consideration for the parties' agreement to the terms of the Consent Order entered in the case of *United States v. Johnson*, Case No. 5:24-cv-00353-DCR (E.D. Ky.), and in consideration for the payment of \$_____, once I have received this full amount, I, _____ [name], fully release and forever discharge the Defendant 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 Defendant for any of their actions or statements related to those claims through the effective date of the Consent Order.

Executed this _____ day of _____, 20__.

Signature

Name (print)

Address

APPENDIX E

Letter Regarding Landlord/Tenant Actions

[DATE]

Re: [Aggrieved Person's name]

To Whom it May Concern:

[Aggrieved Person] was a tenant of my client, Joseph Johnson, at [address] from approximately [dates of tenancy].

[If applicable] On [date], Joseph Johnson, or someone acting on his behalf, filed a landlord/tenant complaint against [Aggrieved Person's name] in [court name] [case number].

On December 3, 2024, the United States of America filed a lawsuit against Joseph E. Johnson, 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 retaliation or otherwise in violation of the Fair Housing Act. Accordingly, as part of the resolution, the Defendant is required to make a good faith effort to seek dismissal of the landlord/tenant complaint referenced above and move to raise the case security of that case so it is removed from public view.

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]