

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND INDIAN OAKS
APARTMENT LTD, RUSSELL MANAGEMENT SERVICES, LLC,
H.J. RUSSELL & COMPANY, AND THE RUSSELL REALTY LLP**

1. On October 23, 2024, the United States commenced this action to enforce provisions of the federal Fair Housing Act (“FHA”), 42 U.S.C. § 3601, *et seq.*, on behalf of Sherthea Jackson and her then-three minor children, Jeremi Jackson, A.L.J., and J.D.J. (collectively, the “Jackson Family”), pursuant to 42 U.S.C. § 3612(o).

2. The United States alleges that J.D.J. is a person with a disability within the meaning of the FHA as, among other things, he has quadriplegia and uses a wheelchair for mobility. *See* 42 U.S.C. § 3602(h).

3. The Jackson Family resided at Indian Oaks Apartments, located at 1103 East Church Street, Fort Valley, Georgia 31030 (the “Subject Property”), beginning on or about October 26, 2018, until at least August 25, 2022, when Defendants sold the Subject Property.

4. Defendant Indian Oaks Apartments LTD owned the Subject Property at all relevant times.

5. Defendant Indian Oaks Apartments LTD is an independent entity.

6. Defendant Russell Management Services, LLC was an affiliate of Defendant H. J. Russell & Company at all relevant times.

7. Defendant Russell Realty LP was also a General Partner in Indian Oaks Apartments LTD at all relevant times.

8. Defendant Russell Management Services, LLC managed the Subject Property at all relevant times and acted as an agent of Defendants Indian Oaks Apartments LTD and The Russell Realty LP.

9. The Complaint alleges that Defendants violated the FHA by denying the Jackson Family a reasonable accommodation related to a request to move to a ground-floor unit.

Defendants deny all allegations of wrongdoing and liability.

10. The United States and Defendants (hereinafter the “Parties”) agree that the claims against Defendants should be resolved without further proceedings or a trial. The Parties agree that the payment and provisions provided for herein do not constitute an admission by Defendants of liability or wrongdoing.

I. RELIEF FOR THE JACKSON FAMILY

10. Defendants shall pay \$750,000 to the Jackson Family via wire transfer in accordance with the schedule set forth below. Defendants have already paid \$500,000 as set forth below and have \$250,000 remaining.

Payment Date	Sum
December 19, 2025	\$25,000 (Satisfied)
January 15, 2026	\$225,000 (Satisfied)
March 31, 2026	\$250,000 (Satisfied)
June 30, 2026	\$250,000

11. Upon completion of all such payments, Sherthea and Jeremi Jackson shall execute releases of all claims they may have against Defendants through the date of this Settlement Agreement in the form of Appendix A and Appendix B. Thereafter, the Parties shall notify the Court that all such payments have been completed, and the Parties shall file a Stipulation of Dismissal of the above-styled action.

II. REASONABLE ACCOMMODATION AND MODIFICATION POLICY

12. Defendants no longer own or operate the subject property, Indian Oaks. Although Defendants continue to own other residential properties, they represent that they currently do not operate any rental properties.

13. Defendants, their agents, employees, successors, and all other persons in active concert or participation with any of them, will comply with the FHA and shall not:

a. Discriminate in the rental, or otherwise make unavailable or deny, a dwelling to a renter on the basis of disability, in violation of 42 U.S.C. § 3604(f)(1);

b. Discriminate against a person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2);

c. Refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, in violation of 42 U.S.C. § 3604(f)(3)(A), except that, in the case of a rental, the landlord may where it is reasonable to do so condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

d. Refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); or

e. Coerce, intimidate, threaten, or interfere with a person in the exercise or enjoyment of, or on account of him or her having exercised or enjoyed, or on account of

him or her having aided or encouraged any other person in the exercise or enjoyment of, a right granted or protected by 42 U.S.C. § 3604, in violation of 42 U.S.C. § 3617.

14. Within thirty (30) days of the effective date of this Settlement Agreement, Defendant H. J. Russell & Company shall modify its nondiscrimination policy to require that all requests for reasonable accommodations and modifications at any residential property owned or operated by Defendants shall be reported for the term of this Settlement Agreement on at least a monthly basis to a specially designated employee of H. J. Russell & Company who works at the company's corporate level on its residential portfolio. The purpose and spirit of this reporting is to ensure that the company remains regularly abreast at the corporate level of all reasonable accommodation and modification requests made by tenants residing at properties owned or operated by Defendants.

15. For each residential property owned or operated by Defendants, Defendants shall keep written records for two years of each reasonable accommodation and modification request. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date the request was received; (c) the nature of the request; (d) whether the request was granted or denied; (e) if the request was denied, the reason for the denial; and (f) the date of the response to the request.

III. MANDATORY EDUCATION AND TRAINING

16. For the purposes of this section, Defendants' employees whose duties involve the showing, renting, or managing, of rental housing or responding to requests for reasonable accommodations or modifications are considered "Covered Employees." At the time of this Settlement Agreement, Defendants have no Covered Employees.

17. Should Defendants return to operating rental housing during the term of this Settlement Agreement, their Covered Employees shall attend, at Defendants' expense, a fair housing training program that includes the provisions of the FHA against disability discrimination. The training shall be conducted by a qualified third party, approved in advance by the United States, and unconnected to Defendants, their employees, agents, or counsel. The training may be in-person or virtual. Within sixty (60) days of returning to the operation of rental housing, the Defendants shall propose a fair housing training provider to the United States via email to Elizabeth Singer at elizabeth.singer@usdoj.gov and Danyelle White at danyelle.white@usdoj.gov. The United States shall not reasonably withhold approval. Failure by the United States to respond within fourteen (14) days of notification of the identification of a third party who will be providing the training shall be deemed as non-objection.

18. Any new Covered Employees hired to work for Defendants at their properties shall attend fair housing training consistent with the requirements of Paragraph 17 within ninety (90) days of the start of their employment.

19. To the extent Defendants continue to outsource the showing, renting, managing, and marketing of rental housing or responding to requests for reasonable accommodations or modifications to a third-party entity, such as a real estate management company, Defendants shall ensure that the third party conducts annual training on its policies to all its Covered Employees.

20. All persons required to attend fair housing training shall, within thirty (30) days of completing the training, sign an acknowledgement that they have participated in the training and that they have had all of their questions concerning the Fair Housing Act answered to their satisfaction. This shall take the form of Appendix C to this Settlement Agreement and shall be

given to the employee's supervisor. At the end of each reporting period, for the term of this Settlement Agreement, those acknowledgements shall be sent via email to Elizabeth Singer at elizabeth.singer@usdoj.gov and Danyelle White at danyelle.white@usdoj.gov.

IV. REPORTING AND RECORDKEEPING

21. During the term of this Settlement Agreement, Defendants shall notify and provide documentation to the United States of the following events within sixty (60) days of their occurrence:

a. Material Modification of Defendants' or Defendants' third-party management agency's Reasonable Accommodation and Modification Policy;

b. Completion of the initial training for existing employees required under Section III of this Settlement Agreement;

c. Denial of a reasonable accommodation or modification request made to Defendants or their contractors (such as a third-party real estate management company), including (a) the name, address, and telephone number of the person making the request; (b) the date the request was received; (c) the nature of the request; (d) the date of the response to the request; and (e) the reason for the denial.

d. Any written complaint against Defendants regarding discrimination based on disability under the FHA. Defendants shall provide a copy of the written complaint itself, and the name, address, telephone number, and email address of the complainant, and, if applicable, information concerning the resolution of the complaint.

22. Defendants shall preserve all records related to their obligations under this Settlement Agreement. The United States shall be permitted, upon providing reasonable notice

to Defendants, and protecting confidential information, to inspect and copy at reasonable times any and all records related to the Defendants' obligations under this Settlement Agreement.

V. DURATION AND SCOPE

23. This Settlement Agreement is effective upon the application of signatures by all Parties, and it shall remain in effect for two (2) years thereafter.

24. Any time limits for performance imposed by this Settlement Agreement may be extended by mutual written agreement of the Parties.

25. Defendants will cooperate fully with the United States' efforts to monitor compliance with this Settlement Agreement by making policies and records of reasonable accommodations and modifications available to the United States.

26. If the United States believes that Defendants have failed to comply timely with any requirement of this Settlement Agreement, or that any requirement has been violated, the United States will notify Defendants in writing and the Parties will try in good faith to resolve the issue. The Parties will negotiate in good faith to resolve informally any differences regarding interpretation or compliance with this Settlement Agreement prior to initiating court action. If the United States believes that Defendants have failed to perform in a timely manner any act or term required by this Settlement Agreement, the United States will notify Defendants in writing of its concerns. Defendants will have fourteen (14) days from receiving the notification to cure the alleged breach.

27. If the Parties are unable to reach a resolution within thirty (30) days, the United States may sue for breach of this Settlement Agreement, or any provision of it, in the United States District Court for the Middle District of Georgia. In any action filed under this Paragraph,

Defendants agree not to contest the exercise of personal jurisdiction over it by this Court and not to raise any challenge on the basis of venue.

28. If the United States sues for breach of this Settlement Agreement as contemplated by Paragraph 27 above, the United States may seek, and the Court may grant, any relief that is authorized by law or equity.

29. Failure by the United States to enforce any provision of this Settlement Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Settlement Agreement.

30. All documents and communications required to be sent to the United States under this Settlement Agreement will be sent via email to Elizabeth Singer at elizabeth.singer@usdoj.gov and Danyelle White via email at danyelle.white@usdoj.gov.

31. The provisions of this Settlement Agreement shall apply to Defendants and their officers, agents, employees, successors, and assigns.

32. Unless otherwise stated in this Settlement Agreement, Defendants' obligations under this Settlement Agreement shall extend to all rental housing they own or manage, in whole or in part.

33. If Defendants acquire a direct or indirect ownership or management interest in any residential rental property, that property shall become subject to the applicable provisions of this Settlement Agreement. Within sixty (60) days of acquiring that interest, Defendants shall notify counsel for the United States of the nature of their interest in the dwelling or property, address of the property, and number of individual dwelling units at the property. Defendants shall further provide a copy of the documents memorializing the transfer in interest.

34. If Defendants sell or otherwise relinquish their interest in any property subject to this Settlement Agreement to a bona fide, independent, third-party in an arms-length transaction, that property shall cease to be subject to this Settlement Agreement. For purposes of this Paragraph, a “bona fide, independent, third-party” is one in which neither Defendants nor their officers, members, executives, managers, partners, employees, subsidiaries, affiliates, or agents have any current or past financial, contractual, personal, or familial relationship.

35. If Defendants maintain that their obligations under this Settlement Agreement have terminated or changed because they have sold or transferred their interest in any property subject to this Settlement Agreement to a bona-fide third party in an arms-length transaction, they shall inform the United States within sixty (60) days of the transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the transferee.

36. If any transfer of interest in any property subject to this Settlement Agreement is not an arms-length transaction, Defendants shall remain jointly and severally liable, along with the transferee, for any violations of this Settlement Agreement.

VI. EXECUTION

37. Each Party and signatory to this Settlement Agreement represents that it freely and voluntarily enters into this Settlement Agreement without any degree of duress or compulsion.

38. This Settlement Agreement, including Appendices A, B, and C, constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

39. This Settlement Agreement is governed by and shall be interpreted under the laws of the United States.

40. The undersigned represent and warrant that they are fully authorized to execute this Settlement Agreement on behalf of the persons indicated below.

41. Except where this Settlement Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another Party, the performance of one Party's duties or obligations under this Settlement Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another Party.

42. This Settlement Agreement is a public document. All Parties consent to the United States' disclosure of this Settlement Agreement and information about this Settlement Agreement, to the public.

43. Should any provision of this Settlement Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

44. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Settlement Agreement is illegal or invalid.

45. The Parties agree that they will defend this Settlement Agreement against any challenge by any third party. In the event that this Settlement Agreement or any of its terms are challenged by a third party in a court other than the United States District Court for the Middle

District of Georgia, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Middle District of Georgia.

46. This Settlement Agreement may be modified only with the written consent of the Parties. Any modifications must be in writing and be signed by the Parties through their authorized representatives.

47. All Parties shall be responsible for their own attorney's fees and costs associated with this action.

[Signatures on following page]

For the United States of America:

Date April 30, 2026

WILLIAM R. KEYES
UNITED STATES ATTORNEY

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief
Housing and Civil Enforcement Section

BY: *s/ W. Taylor McNeill*
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Assistant United States Attorney
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ELIZABETH A. SINGER, Director
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Elizabeth.Singer@usdoj.gov

On behalf of all Defendants

Date: 4/28/26


MICHAEL RUSSELL
Chief Executive Officer
H. J. Russell & Company
171 17th Street, NW Suite 1600
Atlanta, GA 30363
Phone: (404) 330-1000
Email: mrussell@hjrussell.com

APPENDIX A

Release

In consideration of the Settlement Agreement in *United States v. Indian Oaks Apartments LTD, et al.*, No. 5:24-cv-379-MTT (M.D. Ga.) (the “action”) and of the payment of the total sum of \$525,000 to me pursuant to that Settlement Agreement, I, Sherthea Jackson, hereby release Indian Oaks Apartments LTD, H.J. Russell & Company, Russell Management Services, LLC, and Russell Realty LP, and their subsidiaries, affiliates, officers, directors, shareholders, members, agents, employees, successors, and assigns (the “Released Parties”) from any and all liability for any claims, legal or equitable, I may have against the Released Parties arising out of the Fair Housing Act claims alleged in the action. I hereby acknowledge that I have read and understand this release and have executed it freely and voluntarily and with full knowledge of its legal consequences.

Dated:

Sherthea Jackson

APPENDIX B

Release

In consideration of the Settlement Agreement in *United States v. Indian Oaks Apartments LTD, et al.*, No. 5:24-cv-379-MTT (M.D. Ga.) (the “action”) and of the payment of the total sum of \$225,000 to me pursuant to that Settlement Agreement, I, Jeremi Jackson, hereby release Indian Oaks Apartments LTD, H.J. Russell & Company, Russell Management Services, LLC, and Russell Realty LP, and their subsidiaries, affiliates, officers, directors, shareholders, members, agents, employees, successors and assigns (the “Released Parties”) from any and all liability for any claims, legal or equitable, I may have against the Released Parties arising out of the Fair Housing Act claims alleged in the action. I hereby acknowledge that I have read and understand this release and have executed it freely and voluntarily and with full knowledge of its legal consequences.

Dated:

Jeremi Jackson

APPENDIX C

Certification of Fair Housing Act Training

On _____, I attended training on the federal Fair Housing Act, including its requirements concerning reasonable accommodations for people with disabilities. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

Signature

Print Name

Date