

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
SOUTHERN DIVISION
(at London)

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Civil Action No. 6:23-CV-00058-CHB-
	)	HAI
v.	)	
	)	
DANNY T. BELL,	)	CONSENT ORDER
	)	
Defendant.	)	

*** **

I. INTRODUCTION

1. This action was brought by the United States on April 17, 2023, to enforce the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 *et seq.*

2. In its Complaint, the United States alleges that Defendant Danny T. Bell 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 Somerset, Kentucky. Specifically, the United States alleges that since at least 2010, Defendant, 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;
- Subjecting tenants to unwelcome sexual touching;
- Offering to grant tangible housing benefits – such as reducing rent or excusing late or unpaid rent – to tenants in exchange for sexual favors; and
- Retaliating against female tenants by taking adverse housing actions, such as initiating eviction actions or threatening to do so, against tenants who objected to and/or refused his sexual advances.

3. 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.

4. Defendant Danny T. Bell denies the United States’ allegations in their entirety. Mr. Bell categorically denies ever making unwelcome sexual advances to female tenants,

subjecting tenants to unwelcome sexual touching, offering to grant tangible housing benefits in exchange for sexual favors, or ever retaliating against female tenants for refusing offers of sex. Defendant Bell is settling this action solely to avoid the cost and expense of ongoing litigation, not because he agrees that he has committed any act made unlawful by the federal Fair Housing Act or other law.

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

6. 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.

7. This Consent Order resolves the United States' claims against Defendant in this action.

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

II. PROHIBITION AGAINST DISCRIMINATION AND RETALIATION

8. 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 ALLEGED AGGRIEVED PERSONS AND THEIR FAMILY MEMBERS

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

9. Defendant is permanently prohibited from contacting or communicating with, either directly or indirectly: (1) any person the United States has alleged was harmed by Defendant's conduct (the "Aggrieved Persons") and (2) any person whom Defendant knows or believes to be a family member or close relation of any Aggrieved Person.

10. In the event that Defendant inadvertently or unintentionally makes any contact or communication with any individual within the categories identified above, or that any individual within the categories identified above initiates contact or communication 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 or communication and detail the circumstances.

IV. DISPOSITION OF DEFENDANT'S EXISTING SUBJECT PROPERTIES

11. As used in this Consent Order:

- a. The terms "Subject Property" or "Subject Properties" generally refer to all residential rental properties that Defendant owns, leases, manages, or controls at any point during the term of this Consent Order and are meant to include both Existing Subject Properties and Acquired Subject Properties.
- b. The terms "Existing Subject Property" or "Existing Subject Properties" specifically refer to the Subject Properties that Defendant owns, leases, manages, or controls on the Effective Date of this Consent Order.
- c. The terms "Acquired Subject Property" or "Acquired Subject Properties" specifically refer to (1) Any Subject Property in which Defendant acquires an interest as described in Paragraph 27 during the term of this Consent Order and (2) as described in Paragraph 16, any Existing Subject Property that Defendant fails to sell consistent with the requirements of this Section.

12. Within twelve (12) months of the Effective Date of this Consent Order, Defendant will sell through an arms-length transaction to a third-party purchaser² the following Existing Subject Properties:

- a. 416 and 418 S. Main Street (Somerset Place Apartments),
- b. 420 S. Main Street (Eagle's Landing Apartments), and
- c. 81 Buncombe Church Road.

² 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 Defendant has no current or past financial, contractual, personal, or familial relationship.

13. Based on Defendant's representation that the Existing Subject Properties located at 705 and 620 Buncombe Wheeldon Road (the "Buncombe Wheeldon properties") are each currently occupied by an "elderly gentleman" (the "current tenants"), Defendant will maintain ownership of the Buncombe Wheeldon properties during the current tenants' occupancy. Defendant will sell each Buncombe Wheeldon property through an arms-length transaction to a third-party purchaser within twelve (12) months of when its current tenant vacates. When a current tenant vacates a Buncombe Wheeldon property, Defendant will provide the United States with written notice within seven (7) days. Defendant will provide the United States notice of the sale of each Buncombe Wheeldon property consistent with Paragraph 28.

14. Based on Defendant's representation that the Existing Subject Property located at 111 Murphy Avenue (the "Murphy Avenue property") is subject to a pending foreclosure action, the Murphy Avenue property will be disposed of in a manner and timeframe imposed by the Court in that action. If the Court in the pending foreclosure action dismisses the action or determines that Defendant owns the Murphy Avenue property, that property would be considered an Acquired Subject Property for purposes of this Consent Order. Consistent with the requirements in Paragraph 28, Defendant will provide the United States with written notice of the result of that foreclosure action within seven (7) days.

15. Any request pursuant to Paragraph 52 for a reasonable extension of time to comply with Paragraphs 12–14 should include evidence of Defendant's efforts to sell or otherwise dispose of the properties, including all real estate listings and sale advertisements placed, any offers received by Defendant, and the disposition of those offers.

16. Unless otherwise agreed to by the Parties pursuant to Paragraphs 15 and 52, if Defendant does not sell or otherwise dispose of any Existing Subject Property consistent with the requirements of this Section, such property will be treated as an Acquired Subject Property governed by Paragraph 27 for the duration of this Consent Order.

V. RESTRICTIONS ON CONTACT WITH TENANTS AND DEFENDANT'S REPORTING REQUIREMENTS

17. During the term of this Consent Order the following restrictions apply to Defendant's initiation of contact and communications with tenants or prospective tenants of Subject Properties:

- a. Defendant is prohibited from initiating in-person, physical, oral, telephonic, and video contact and communications with tenants or prospective tenants of all Subject Properties.
- b. Between the Effective Date of this Consent order and Defendant's sale of an Existing Subject Property pursuant to Section IV, Defendant may communicate with tenants or prospective tenants of that Existing Subject Property only through written communications, including emails, faxes, text or instant messages, or via online payment platforms like Venmo, PayPal or

Cash App.

- c. Defendant is prohibited from initiating written communications, including emails, faxes, text or instant messages, or via online payment platforms like Venmo or PayPal, with tenants or prospective tenants of any Acquired Subject Property. All contact and communication with tenants or prospective tenants of Acquired Subject Properties must be done through the Independent Manager retained pursuant to Section IX.
- d. In the event that a tenant or prospective tenant initiates contact or communication with Defendant other than in writing with respect to an Existing Subject Property, Defendant will immediately discontinue the contact or communication, take all reasonable steps to avoid any further contact and communication, and will refer Acquired Subject Property tenants or prospective tenants to the Independent Manager.

18. Except as otherwise indicated in subparagraphs b–c of this Paragraph regarding Existing Subject Properties, Defendant is prohibited from entering the premises of any Subject Property which is occupied with tenants during the term of this Consent Order.

- a. “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.
- b. Between the Effective Date of this Consent Order and Defendant’s sale of an Existing Subject Property pursuant to Section IV, Defendant is permitted to enter the premises of that Subject Property to complete the following limited repairs after providing prior written notice to the tenants and receiving tenant consent: HVAC, water heater, and bathroom faucet repairs. Defendant will use an independent third party to complete all other repairs.
- c. Consistent with the requirements of Paragraph 19(a), Defendant will report to the United States after any in-person property maintenance or repairs permitted by the preceding subparagraph b are completed. This report will include the full name(s) and contact information of the tenant(s) of the Existing Subject Property where the repairs were performed.

19. Defendant will provide to the United States³ written notification and documentation of the following events no later than ten (10) days after they occur:

³ All documents or other communications required by the Agreement will be sent by email to Assistant U.S. Attorney Carrie Pond at carrie.pond@usdoj.gov along with

a. Any information concerning Defendant's in-person residential maintenance or repairs at Existing Subject Properties, pursuant to Paragraph 18;

b. 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

c. 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, as follows:

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

ii. If the complaint is written, Defendant additionally will provide a copy of it with the notification.

iii. Defendant will inform the United States of any resolution of the complaint within ten (10) days of resolution.

iv. Defendant will provide the United States all information it may request concerning any complaints or their resolution within ten (10) days of the United States' request.

VI. NONDISCRIMINATION POLICY, ANTI-DISCRIMINATION POSTING, AND COMPLAINT PROCEDURE

20. Within sixty (60) days of the Effective Date of the Consent Order, Defendant will provide the United States a proposed Nondiscrimination Policy and Complaint Procedure for approval. If the United States does not approve the proposed Nondiscrimination Policy and Complaint Procedure, Defendant shall have fifteen (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.

21. Defendant will implement the approved Nondiscrimination Policy and Complaint Procedure and ensure that is followed by:

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.

- 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 (5) days of the United States' approval of the Nondiscrimination Policy and Complaint Procedure or within ten (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 A; and
- c. Distributing the Nondiscrimination Policy and Complaint Procedure to every tenant of each Subject Property within fifteen (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 or rental agreement of every new tenant at every Subject Property.

22. 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.

23. Within ten (10) days of the Effective Date of this Consent Order and when required under Paragraph 35(b), Defendant will post an "Equal Housing Opportunity" sign in common areas of each Subject Property, which indicates that all properties are available for rent on a nondiscriminatory basis. 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>.

VII. EDUCATION AND TRAINING

24. Within sixty (60) days of the Effective Date of this Consent Order and when required under Paragraph 35(c), Defendant and any of his employees or agents shall attend a live training on the FHA, including a particular focus on 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.

25. Within thirty (30) days of the Effective Date of this Consent Order and when required under Paragraph 35(c), 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. If the United States does not approve the proposed trainer, Defendant shall have fifteen (15) days from such notification to submit a new trainer. This process will continue until a trainer is approved by the United States.

26. Within seven (7) days of completing the training described in Paragraph 0, Defendant shall provide the United States with a certification of attendance, in the form of Appendix B, from every attendee.

VIII. ACQUISITION OR TRANSFER OF INTEREST IN SUBJECT PROPERTIES

27. If Defendant acquires any management, ownership, financial, controlling or other interest in any residential rental property, such Acquired Subject Property is subject to the provisions of this Consent Order, including those outlined in Section IX. During the term of this Consent Order, within seven (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.

28. 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, or otherwise loses such an interest through a foreclosure or other legal proceeding, such property will cease to be a Subject Property. Defendant must notify the United States within seven (7) 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.

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

IX. RETENTION OF AN INDEPENDENT PROPERTY MANAGER FOR SUBJECT PROPERTIES ACQUIRED DURING TERM OF CONSENT DECREE, AND RELATED REQUIREMENTS

30. As used in this Consent Order, 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.

31. Defendant must retain an Independent Manager for all Acquired Subject Properties, subject to approval by the United States, to perform property management responsibilities at those properties as further described in this Section and Appendix C.1. This Independent Manager must be retained prior to engaging in any of the property management responsibilities described in Appendix C.1. Before retaining an Independent Manager, Defendant shall provide the United States the name, contact information, and qualifications of the proposed Independent Manager. If the United States objects to the proposed Independent Manager, Defendant will have fifteen (15) days from such notification to identify an 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 30.

32. 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 fifteen (15) days prior to retaining the individual or entity. The parties will follow the approval process described in Paragraph 31.

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

34. Defendant will ensure that the Independent Manager is aware of this Consent Order and of the requirements it sets for the Independent Manager. Within ten (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.

35. Within fourteen (14) days of retaining the Independent Manager, Defendant will have the Independent Manager complete the following steps for all Acquired Subject Properties:

- a. Implement the Nondiscrimination Policy and Complaint Procedure as described in Section VI.
- b. Post an "Equal Housing Opportunity" sign as described in Section VI.
- c. Ensure that all employees, agents, and representatives who will be performing any property management duties at the Acquired Subject Properties attend and provide proof of completion of a live training on the Fair Housing Act pursuant to the procedure outlined in Section VII and are familiar with the requirements of this Consent Order.
- 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.

36. Defendant is prohibited from managing Acquired Subject Properties and is prohibited from directly or indirectly performing those property management responsibilities set forth in Appendix C.1 as designated responsibilities of the Independent Manager.

37. Within ninety (90) days of first acquiring an Acquired Subject Property and every twelve (12) months thereafter, Defendant 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 consistent with the reporting requirements described in Appendix C.2.

38. The final report due under the preceding Paragraph will be delivered to the United States no later than sixty (60) days prior to the expiration of this Consent Order.

X. MONETARY DAMAGES FOR AGGRIEVED PERSONS

39. Defendant will pay damages in the total amount of **\$140,000** for the sole purpose of compensating Aggrieved Persons (the “Monetary Damages Amount”).

40. Within thirty (30) days of the Effective Date of this Consent Order, Defendant shall make an initial deposit of **\$25,000** into a dedicated, interest-bearing escrow account (the “Settlement Account”). The remaining balance of \$115,000 must be deposited into the Settlement Account via monthly payments as outlined below, with Defendant depositing the full Monetary Damages Amount by no later than six (6) months of the Effective Date. Defendant must provide proof of each monthly deposit to the United States within seven (7) days of the date of deposit.

Schedule	Payment Amount
30 days after Effective Date (“Month 1”)	\$25,000
Month After Initial Payment (“Month 2”)	\$25,000
Month 3	\$25,000
Month 4	\$25,000
Month 5	\$25,000
Month 6	\$15,000

41. The Monetary Damages Amount may be prepaid, in whole or in part, without penalty or premium.

42. 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. Any accrued interest in the Settlement Account shall be distributed to the Aggrieved Persons pro rata.

43. Within seven (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 of damages plus pro rata accrued interest, pursuant to delivery instructions from the United States.

44. 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 to the United States the release at Appendix D.

45. If any check is not cashed, deposited, or otherwise negotiated within a reasonable time after its issue, as determined by the United States, 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 \$140,000 plus interest accrued in the Settlement Account.

46. 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.

XI. CIVIL PENALTY

47. Within six (6) months of the Effective Date of the Consent Order, 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.

48. 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. DOCUMENT PRESERVATION, PRODUCTION, AND RECORD KEEPING

49. Defendant will preserve all records that are the source of, contain, or relate to any of the information pertinent to his 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 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.

XIII. 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 three-and-a-half (3.5) 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 material 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. In the event that Defendant fails to pay any of the Monetary Damages as provided in the payment schedule set forth in Paragraph 40 or pay the Civil Penalty required by Paragraph 47, Defendant shall be in Default of his payment obligations ("Default"). The United States will provide written Notice of Default, and Defendant shall have an opportunity to cure such Default within fourteen (14) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule. If Defendant fails to cure the Default within fourteen (14) days of receiving the Notice of Default, and in the absence of an agreement with the United States to a modified payment schedule, the remaining balance of the Monetary Damages Amount shall become immediately due and payable, and the United States is authorized to seek relief as outlined in Paragraph 54 to address Defendant's Default.

54. If Defendant fails to cure a Default of payment after being provided Notice of Default as described in Paragraph 53 or violates any other provision 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.

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

56. 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.

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

58. 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, including by providing any information reasonably related to compliance with this Consent Order that is requested by the United States.

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 consistent with Section XII of this Consent Order.

This the 12th day of August, 2026.



Claria Horn Boom

CLARIA HORN BOOM,
UNITED STATES DISTRICT COURT JUDGE
EASTERN AND WESTERN DISTRICTS OF
KENTUCKY

APPENDIX B

CERTIFICATION OF TRAINING

I certify that I have received a copy of the Consent Order executed by the Parties in *United States v. Bell*, Case No. 6:23-cv-00058-CHB (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 C

1. Independent Manager vs. Owner Responsibilities

Category	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

2. Reporting Requirements for Subject Properties Acquired During Term of Consent Order
 - a. A list of the Subject Properties, including each street address, the number of rental units at each property, and the date of acquisition;
 - 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 for the Subject Properties;
 - 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 19;
 - 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 IX;
 - 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 VIII;
 - k. Photographs of each office or location in which rental activity is conducted showing the “Equal Housing Opportunity” signs required by Paragraph 35; and
 - l. Copies of all signed Employee Acknowledgement Statements, pursuant to Paragraph 21(b).

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. Bell*, Case No. 6:23-cv-00058-CHB (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 his 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 his actions or statements related to those claims through the Effective Date of the Consent Order.

Executed this _____ day of _____, 20__.

Signature

Name (print)

Address