

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

UNITED STATES OF AMERICA,)	CASE NO. 3:19-cv-02953
)	
Plaintiff,)	JUDGE JAMES R. KNEPP II
)	
v.)	
)	
ANTHONY HUBBARD, ANN HUBBARD,)	
JEFFERY HUBBARD, NO JOKE)	
PROPERTIES, INC., AND PAY UP, LLC.,)	
)	
Defendants.)	

CONSENT ORDER

I. INTRODUCTION

1. This action was filed by Plaintiff United States of America to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3631 (“Fair Housing Act” or “FHA”). In its First Amended Complaint, the United States alleges that Defendants Anthony Hubbard, Ann Hubbard, Jeffery Hubbard, No Joke Properties, Inc., and Pay Up, LLC (collectively “Defendants”) engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, and denied to a group of persons rights granted by the Fair Housing Act, and such denial raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).

2. The United States alleges that Defendants engaged in discrimination on the basis of sex in the rental of dwellings that they owned and/or managed in or around the Toledo, OH

area. Specifically, the United States alleges that, from at least 2007 through the present, Defendant Anthony Hubbard subjected female tenants and prospective tenants to discrimination on the basis of sex, including severe, pervasive, and unwelcome sexual harassment and retaliation, including, but not limited to, the following:

- a. Making sexually explicit comments to female tenants;
- b. Texting sexually explicit text messages, pictures, and video content to female tenants, including pictures of his genitals;
- c. Requesting pictures of female tenants' genitals and breasts;
- d. Making unwelcome sexual advances to female tenants;
- e. Demanding that female tenants exchange sex and sexual acts for reduced rent, security deposit, utilities, and repairs;
- f. Touching female tenants without their consent;
- g. Making unannounced visits to female tenants' homes to conduct and further his sexual advances;
- h. Entering the home of female tenants without their consent;
- i. Menacing female tenants by repeatedly driving or parking near their homes when he had no legitimate reason to do so; and
- j. Retaliating against female tenants for refusing his advances, by taking adverse housing actions, such as evicting female tenants, failing to make repairs, or threatening to take such actions.

3. The United States further alleges that Defendants Jeffery Hubbard, Ann Hubbard, No Joke Properties, Inc., and Pay Up, LLC, are liable for the discriminatory conduct of Anthony

Hubbard, who was acting as their agent. By the actions and statements described above, the United States alleges that the Defendants:

- a. Denied housing or otherwise made housing unavailable because of sex in violation of 42 U.S.C. § 3604(a);
- b. Discriminated in the terms, conditions, or privileges of the rental of dwellings, or in the provision of services or facilities in connection therewith, because of sex, in violation of 42 U.S.C. § 3604(b);
- c. Made statements with respect to the rental of dwellings that indicate a preference, limitation, or discrimination based on sex, in violation of 42 U.S.C. § 3604(c); and
- d. Coerced, intimidated, threatened, or interfered with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights under Section 804 of the Fair Housing Act, in violation of 42 U.S.C. § 3617.

4. The United States alleges that female tenants and persons associated with them have been injured by the Defendants' discriminatory conduct. Such persons are aggrieved persons as defined in 42 U.S.C. § 3602(i) and have suffered damages.

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

6. Plaintiff United States and Defendants (collectively, "the Parties") have agreed that the claims against Defendants should be resolved without further litigation. Therefore, the Parties consent to the entry of this Consent Order (the "Order"), as shown by the signatures below.

7. This Order is effective immediately upon its entry by the Court. For purposes of this Order, the phrase "effective date" shall refer to the date on which the Court enters the Order.

II. INJUNCTIVE RELIEF

A. Prohibition Against Discrimination and Retaliation Under the FHA

8. Defendants, their officers, agents, employees, transferees, successors, heirs and assigns, and all other persons or entities in active concert or participation with them, are enjoined, with respect to the rental of dwellings,¹ from, directly or indirectly:

- a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale 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 rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex;
- c. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, on the basis of sex; and
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, or on account of her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, including by retaliating against any person exercising his or his rights under this Consent Order.

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

B. Injunction as to Defendant Anthony Hubbard

i. Prohibition Against Management of Residential Rental Properties

9. Defendant Anthony Hubbard is permanently enjoined from directly or indirectly performing any “property management responsibilities” as defined herein at any of the subject properties² or at any residential rental property, other than through the retention of an Independent Property Manager as set forth in paragraph 12. “Property management responsibilities” include the following: showing or renting housing units; processing rental applications; performing or supervising repairs or maintenance; determining tenant eligibility for subsidies or waivers of fees and rents; inspecting dwelling units; collecting rent and fees; entering any part of the current or future rental properties that any Defendant owns or otherwise controls; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, personal contact with tenants or prospective tenants.

ii. Prohibition of Contact with Aggrieved Persons, Corroborating Witnesses and Current or Prospective Tenants

10. Defendant Anthony Hubbard is enjoined from contacting or communicating, either directly or indirectly, with any person identified by the United States as an aggrieved person in this action, a corroborating witness identified by the United States, or with any current or prospective tenants of Defendants’ rental properties. “Contact or communications” includes, but is not limited to, physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made through third parties.

² A complete and current list of the Subject Properties, provided by Defendants, is incorporated by reference herein and attached to this Order as Attachment A.

11. In the event that Defendant Anthony Hubbard inadvertently or unintentionally initiates any contact with any individual within the categories identified above, or another person initiates such contact between Defendant Anthony Hubbard and any such individual, Defendant Anthony Hubbard will immediately discontinue the contact or communication and take all reasonable steps to avoid any further contact or communication.

III. RETENTION OF INDEPENDENT PROPERTY MANAGER

12. Within fifteen (15) days of the effective date of this Order, Defendant Anthony Hubbard will retain an Independent Property Manager (herein after “Independent Manager”), to be approved in writing by the United States, to perform all property management responsibilities as described in Paragraph 9 at any residential rental property that Defendant Anthony Hubbard owns, leases, or controls, either directly or indirectly, including subsequently-acquired properties as set forth in Section IV (“current or future rental properties”). An “Independent Manager” is an individual or entity experienced in managing rental properties and who has no current or past employment, financial, contractual, personal, or familial relationship with Defendants. A list of the properties Defendant Anthony Hubbard owns, leases, or controls as of the entry of this Order is contained in Attachment A. Defendants affirm that the list in Attachment A is a complete list of all such properties as of the entry of this Order.

13. If, after retaining an Independent Manager, Anthony Hubbard wishes to change the Independent Manager for any reason, he shall submit the name of the prospective manager, in writing, to the United States for written approval at least ten (10) days prior to retaining the individual or entity.

14. Property management responsibilities set out in paragraph 9 for any current or future rental properties owned by Defendant Anthony Hubbard shall be carried out by the

Independent Manager. In addition, Defendants shall do the following for any current or future rental properties:

- a. Implement, subject to the United States' approval, a written policy against sexual harassment, including a formal complaint procedure. A copy of this policy and procedure shall be provided to counsel for the United States within thirty (30) days of the effective date of this Order for properties in Attachment A and within thirty (30) days of the purchase, lease, or assumption of control of any residential rental properties that any Defendant later acquires as described in Section IV. This policy and procedure will be implemented within five days of notification from the United States to Defendants that the policy and procedure are satisfactory to the United States. At that time, Defendants will direct the Independent Manager to notify all new and current tenants of the policy and procedure. Within ten (10) days of this direction, the Independent Manager shall certify in writing to the United States that the policy and procedure have been implemented and shall provide a list of all tenants notified in accordance with this paragraph.
- b. Ensure that any persons who will be performing any duties with respect to current or future rental properties are familiar with the requirements of the FHA, particularly as they pertain to sexual harassment and other forms of sex discrimination (including through the training required by Section V), and this Consent Order.
- c. Post an "Equal Housing Opportunity" sign in any rental office or location through which dwellings at current or future properties are rented, which

indicates that all dwellings 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 poster 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 conducted for any of the current or future properties in newspapers, telephone directories, radio, television, Internet websites, social media, other media, and all billboards, signs (including at the properties), pamphlets, brochures, and other promotional literature, include either a fair housing logo, the words “equal housing opportunity provider,” and/or the following sentence: “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. Within thirty (30) days of the effective date of this Order, and every six months thereafter for the term of the Order, send the United States a list of all tenants at current or future properties and their addresses.
- f. Maintain all rental records kept in relation to rental of current and future rental properties and allow the United States to inspect and copy such records upon reasonable notice.
- g. Provide any information reasonably related to compliance with this Order that is requested by the United States.

- h. Notify the United States in the event the Independent Manager obtains any information indicating that Defendants may be in violation of this Consent Decree or the Fair Housing Act, including by entering the premises of any property.
- i. Require the Independent Manager to assist Defendants in preparing the reports required in Section VI of this Order and separately report any inconsistencies between the reports in Section VI and the Independent Manager's understanding of the events being reported to the United States.

IV. ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL RENTAL PROPERTIES BY DEFENDANT ANTHONY HUBBARD

15. If, at any time during the effective period of this Order, Defendant Anthony Hubbard acquires a direct or indirect management, ownership, financial, or controlling interest in any other residential rental property, such property will be subject to the applicable provisions of this Order. Within thirty (30) days of acquiring such an interest, Defendant Anthony Hubbard will notify counsel for the United States of the nature of his interest in the dwelling or property; the address of the property; the number of individual dwelling units at the property; and any other information required under this Order. Defendant Anthony Hubbard will further provide the United States with copies of any documents memorializing the transfer in interest of the property.

16. If, prior to the effective date or at any time during the effective period of this Order, Defendant Anthony Hubbard sells or transfers any of the subject properties, or any property acquired under Paragraph 15, to a bona fide, third-party purchaser in an arms-length transaction, such property will cease to be subject to this Order. For purposes of this Order, a "bona fide, independent third-party purchaser" is one with whom Defendant Anthony Hubbard has no current or past financial, contractual, personal, or familial relationship. 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 corporation or entity of which Defendant Anthony Hubbard is an officer, partner, employee, or agent, or in which Defendant Anthony Hubbard has an ownership, financial or controlling interest, is not a “bona fide, independent third-party purchaser,” and any transaction involving such a purchaser will not qualify as an “arms-length transaction.”

17. If, at any time during the effective period of this Order, Defendants claim that their obligations under this Order have been terminated or changed because they sold or transferred one or more residential rental properties to a bona fide, third-party purchaser in an arms-length transaction as defined in Paragraph 16, Defendants will inform the United States within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of the documents memorializing the sale or transfer, and contact information for the subsequent purchaser.

18. If any transfer of interest in all or a portion of any residential rental property by Defendants is not an arms-length transaction as defined in Paragraph 16, Defendants will remain liable for any violation of this Order.

V. EDUCATION AND TRAINING

19. Within ninety (90) days of the effective date of this Order, Defendants, any person involved in performing Property Management Responsibilities at properties related to this Order, and any employees or agents who supervise such persons, including the Independent Manager will attend an in-person training on the Fair Housing Act, with specific emphasis on provisions related to sexual harassment, other forms of sex discrimination, and discriminatory statements. The trainer or training entity must be approved, in advance and in writing by the United States, must be qualified to perform such training, and must be unconnected to Defendants, the Independent Manager, or Defendants’ employees, agents or counsel. Defendants will bear the cost of any

expenses associated with this training. At a minimum, the training shall consist of instruction on the requirements of all applicable federal and state housing discrimination laws, with an emphasis on sex discrimination and sexual harassment, and a question-and-answer session for the purpose of reviewing the foregoing areas.

20. Defendants shall obtain from the trainer or training entity certifications of attendance signed by each individual who attended the training, confirming their attendance. The certification, included at Attachment D, shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed. Defendants will send a copy of these certifications to counsel for the United States within ten (10) days of completion of the training.

21. Within thirty (30) days of commencing an employment or agency relationship with Defendants or the Independent Manager, all new agents or employees, who are involved in showing, renting, managing or maintaining any residential rental properties owned, managed or operated by Defendants, shall be provided the training described in Paragraph 19, or participate in an online training on the Fair Housing Act, including the Act's provisions related to sexual harassment and other forms of sex discrimination. The online training program must be approved in advance by the United States. New employees who are provided online training will complete in-person training, as described in Paragraph 19, within one year of commencing an employment or agency relationship with Defendant. Defendant will send a copy of the certifications of any training conducted under this paragraph to counsel for the United States within 10 days of said training.

22. Within ten (10) days of the effective date of this Consent Decree, all employees and agents of Defendants who are involved in any way in the operation of Defendants' rental business

shall be given a copy of this Order and shall be provided an opportunity to have any questions answered.

23. No later than ten (10) days of any new employee or agent becoming involved in any way in the operation of Defendants' rental business, the new employee or agent shall be given a copy of this Order and shall be provided an opportunity to have any related questions answered.

VI. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

24. Defendants shall provide to the United States notification and documentation of the following events³:

- a. Any change to Defendants' written policy against sexual harassment or formal complaint procedure discussed in Paragraph 14a;
- b. Any change to the Independent Manager, in accordance with Paragraphs 12-14;
- c. The acquisition of a direct or indirect management, ownership, financial, or controlling interest in any dwelling for rent in addition to the subject property, pursuant to Paragraph 15, or transfer of any dwelling, pursuant to Paragraph 16;
- d. Proof of completion of any training in accordance with Section V;
- e. Any information indicating that Defendants or their agents or employees are violating or have violated this Consent Order. Defendants must provide this information within five days of becoming aware of the violation;

³ All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 150 M Street, NE, Washington, D.C., 20002, Attn: DJ 175-72-143, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.

- f. Any written or oral complaint against Defendants or any of their agents or employees regarding discrimination in housing. Defendants must provide this information within ten (10) days of receiving the complaint. If the complaint is made orally, Defendants shall maintain a log in which they record the name of the complainant; the address and telephone number of the complainant; the date the complaint was received; the name of Defendants' employee or agent who received the complaint; the name of Defendants' employee or agent who is the subject of the complaint; the name of the property involved in the complaint; and a general description of the complaint. If the complaint is written, Defendants shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number; and
- g. Within 15 days of resolving any complaint, Defendants shall provide the United States with details of how the complaint was resolved.

25. Within ninety (90) days of the effective date of this Order, and every six (6) months thereafter for the duration of this Order, Defendants shall deliver to counsel for the United States a report containing information about their compliance efforts during the preceding reporting period, including but not limited to:

- a. Certification that the policy against sexual harassment and formal complaint procedure described in Paragraph 14a has been implemented and is in effect;
- b. Photographs of each office or location in which rental activity is conducted showing the "Equal Housing Opportunity" signs required by Paragraph 14c;

- c. A list of all residential rental properties in which Defendants have a direct or indirect management, ownership, financial, or controlling interest;
- d. Any advertisements published in local newspapers, as required by Paragraph 14d; and
- e. Written and sworn verification by Defendants and the Independent Manager that the Independent Manager is performing and has performed all property management responsibilities described in Paragraph 9 at the properties listed in Attachment A.

26. In addition to the reports required above, Defendants shall submit a final report to the United States no later than sixty (60) days before the expiration of this Order.

27. Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Order. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times if the United States requests them.

VII. MONETARY DAMAGES AND OTHER RELIEF FOR AGGRIEVED PERSONS

28. No later than August 10, 2021, Defendants shall pay a total sum of NINETY THOUSAND DOLLARS (\$90,000.00) to the aggrieved persons identified by the United States and listed in Attachment B by delivering to counsel for the United States, by overnight mail to the U.S. Attorney's Office,⁴ checks payable to each aggrieved person in the amounts specified in Attachment B.

29. When counsel for the United States has received a check from the Defendants payable to an aggrieved person in the amount specified in Attachment B, and a signed release in

⁴ Checks shall be mailed to: Attention AUSA Bridges, U.S. Attorney's Office, 433 N. Summit St., Ste. 308, Toledo, Ohio 43604.

the form of Attachment C from the aggrieved person, counsel for the United States shall then deliver the check to the aggrieved person and the original signed release to counsel for the Defendants. No aggrieved person shall be paid until she has executed and delivered to counsel for the United States the release at Attachment C.

30. In the event that any of the checks sent to the United States are not cashed, deposited, or otherwise negotiated within six months of the date on which they were sent to the United States, Defendants agree to cancel any such checks and issue new checks as requested by the United States to distribute any money remaining in the settlement fund on a pro rata basis to the other Aggrieved Persons identified in Attachment B.

31. The requirement to pay damages under this Section is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants shall not seek to discharge any part of this debt in bankruptcy.

32. If Defendants initiated any proceedings to evict or otherwise terminate the tenancy of any aggrieved person, the United States will determine whether such actions were retaliatory or otherwise taken in violation of the Fair Housing Act. To make this determination, the United States may request documents and information from Defendants relevant to such proceedings. Defendants shall provide the requested documents and information to the United States within fifteen (15) days of the request. Defendants agree not to contest the United States' determination that the proceedings were retaliatory or otherwise unlawful under the Fair Housing Act.

33. If the United States determines that any such proceedings were retaliatory or otherwise unlawful under the Fair Housing Act, it will inform Defendants. If requested by the United States, Defendants will take the following actions with ten (10) days to expunge the records of such proceedings so that they do not adversely affect the relevant aggrieved person:

- a. Request that all three major credit bureaus⁵ delete any information regarding the aggrieved person and any co-tenant attributable to the proceedings;
- b. Move the appropriate courts to vacate any judgment obtained through the proceeding; and
- c. Release any lien related to any judgment obtained through the proceeding.

34. Defendants shall maintain all records relating to the actions taken to comply with Paragraph 32 and shall promptly send to the United States copies of the credit bureau requests and court filings indicated in Paragraph 33. If requested by the United States, Defendants shall also provide within ten (10) days any other documents or information necessary to expunge the records of the aggrieved person(s).

VIII. CIVIL PENALTY

35. No later than August 10, 2021, Defendants will pay TEN THOUSAND DOLLARS (\$10,000.00) 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.

36. In the event that Defendants, their agents or their employees engage in any future violation of the FHA, such violation(s) shall constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii).

IX. ENFORCEMENT OF CONSENT ORDER

37. This case shall be dismissed with prejudice except that the Court shall retain jurisdiction to enforce the terms of this Order. Except for the permanent prohibitions in Paragraph 9, this Order shall be in effect for a period of five (5) years from the date of its entry. The United

⁵ Those bureaus are Equifax, Experian, and TransUnion.

States may move the Court to extend the duration of the Order in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

38. The United States may review compliance with this Order at any time, including through testing of Defendants and their properties. Defendants agree to cooperate with the United States in any review of compliance. Upon reasonable notice, Defendants will permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Order.

39. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Order, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an award of damages, costs, and reasonable attorneys' fees.

X. TIME FOR PERFORMANCE AND MODIFICATIONS TO ORDER

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

XI. COSTS OF LITIGATION

41. The United States and Defendants will bear their own costs and attorneys' fees associated with this litigation.

XII. TERMINATION OF LITIGATION HOLD

42. The Parties agree that, as of the effective date of this Order, litigation is not "reasonably foreseeable" concerning the matters described in this Order. To the extent that any party has previously implemented a litigation hold to preserve documents, electronically stored information ("ESI"), or things related to the matters described above, that party is no longer

required to maintain such litigation hold. Nothing in this paragraph relieves any party of any other obligations under this Order, including, inter alia, Defendants' obligation to preserve documents under Section VI.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:

IT IS SO ORDERED this _____ day of _____, 2021.

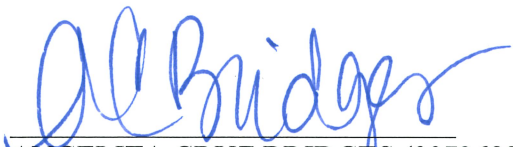
United States District Judge James R. Knepp II

FOR THE UNITED STATES OF AMERICA:

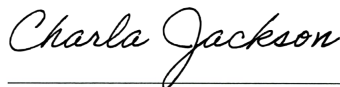
Dated: July 22, 2021

BRIDGET M. BRENNAN
Acting United States Attorney
Northern District of Ohio

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division



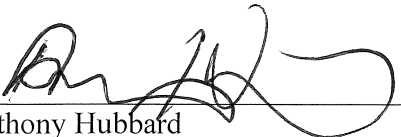
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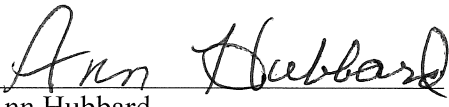
Attorneys for Plaintiff
United States of America

FOR DEFENDANTS ANTHONY HUBBARD, ANN HUBBARD, AND JEFFERY HUBBARD:



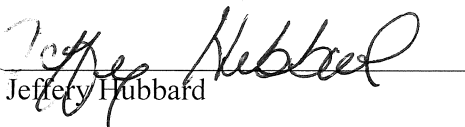
Anthony Hubbard

7/20/21, 2021
Dated



Ann Hubbard

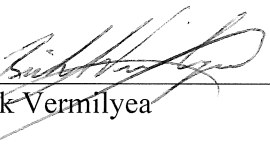
7/20/21, 2021
Dated



Jeffery Hubbard


7/20/21, 2021
Dated

FOR DEFENDANTS NO JOKE PROPERTIES, INC. AND PAYUP, LLC:



Rick Vermilyea

July 19, 2021
Dated



STEPHEN D. HARTMAN
Spengler Nathanson, P.L.L.
900 Adams Street
Toledo, OH 43605
Attorney for All Defendants

7/19, 2021
Dated

Attachment A
List of Residential Rental Properties

<u>PROPERTY</u> ⁶	<u>OWNER(S)</u>
1626 Macomber	Anthony & Ann Hubbard
1614 Macomber	Anthony Hubbard
1347 Grand ⁷	Anthony Hubbard
2154 Maplewood	Ann Hubbard
2144 Maplewood	Anthony, Jeff and Ann Hubbard
2249 Avondale	No Joke Properties, Inc.
735 Bronson	No Joke Properties, Inc.
629 Oakland	No Joke Properties, Inc.
1775 Macomber	No Joke Properties, Inc.
1765 Macomber	No Joke Properties, Inc.
1712 Macomber	No Joke Properties, Inc.
1632 Macomber	No Joke Properties, Inc.
1618 Macomber	No Joke Properties, Inc.
1819 Macomber	Pay Up, LLC
2314 Chase	Pay Up, LLC
2033 Chase	Pay Up, LLC
2033 ½ Chase	Pay Up, LLC
1121 Gordon	Pay Up, LLC
3234 Cottage	Pay Up, LLC
1423 Palmetto	Pay Up, LLC
1805 Macomber	Pay Up, LLC
407 Troy	Pay Up, LLC

⁶ Some of these properties will be sold to pay the settlement amount.

⁷ This property is in the process of being transferred to the land bank.

Attachment B

Aggrieved Persons

M.S.: \$55,000.00

P.C.: \$25,000.00

T.M.: \$10,000.00

Attachment C
Release of Claims

In consideration for and contingent upon the payment to me of \$_____, under the Consent Order entered in *United States v. Anthony Hubbard, et al.*, No. _____ (N.D. Ohio), I hereby release and forever discharge all Defendants, from any and all Fair Housing Act claims that I have or may have had against them, arising out of the facts and circumstances of the action named above, as of the effective date of the Consent Order. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this _____ day of _____, 2021.

Signature

Print Name

Attachment D
Employee/Agent training Acknowledgement

I hereby acknowledge that on _____, 202_, I completed training conducted by _____ on the requirements of the federal Fair Housing Act and the Consent Decree entered by the United States District Court for the Northern District of Ohio in *United States v. Hubbard, et al*, Case No. 3:19-cv-02953. I have also received and read a copy of that Consent Decree. My attendance at the training occurred during the following time frame: [insert starting and ending times]

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

Job Title/Position

Date