



Pelfrey, individually, or while acting as an agent for Defendants from January 2001 through the date of Walter Ray Pelfrey's death on July 15, 2018.

## II. DEFINITIONS

4. "Aggrieved Person" or "Aggrieved Persons" means (an) individual(s) who claims to have been injured by a discriminatory housing practice as defined in 42 U.S.C. § 3602(i). *See also* 42 U.S.C. § 3602(d).

5. "Arms-Length Transaction" means 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.

6. "Bona Fide Third-Party Purchaser" means a buyer with whom Defendants have no current or past financial, contractual, personal, or familial relationship.

7. "Contact or Communication" means physical contact, verbal contact, telephone calls, emails, faxes, written communications, text or instant messages, messages, or postings through social media, or messages relayed through third parties.

8. "Counsel for the United States" for purposes of overnight mail, hand delivery, or other notifications as required in this Consent Order, shall be as follows:

Lauren M. Marks  
Tamica Daniel  
Tanya I. Kirwan  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue NW – 4CON  
Washington, DC 20530

Ronald R. Gallegos  
Emily B. Fagan  
United States Attorney's Office  
Western District of Oklahoma  
210 West Park Avenue, Suite 400  
Oklahoma City, OK 73102

9. “Defense Counsel” for purposes of overnight mail, hand delivery, or other notifications as required in this Consent Order, shall be as follows:

Lindsey Mulinix Ewert  
Mulinix Eddy Ewert & McKenzie,  
PLLC  
210 Park Ave, Suite 3030  
Oklahoma City, OK 73102

Stephanie L. Khoury  
GIVENS LAW FIRM  
136 NW 10th St., Suite 100  
Oklahoma City, OK 73103

10. “Forcible Entry and Detainer Action” means a proceeding filed by a property owner for possession of the rental property, recovery of rent, and an award of money for damages to the rented premises brought pursuant to Actions Regarding Real Property, Forcible Entry and Detainer, Okla. Stat. tit. 12 §§ 1148.1 *et seq.*

11. “Rental Property” means any residential rental property owned, operated, managed, or controlled by Defendants.

12. “Rental Records” means the complete contents of tenant files, which may include the following documents: rental applications; any documents provided by applicants during the application process; executed lease agreements; tenant ledgers; work orders requested by tenants; and any 5 Day Notices to Quit.

13. “Written Notice” means written correspondence delivered by either prepaid overnight mail including, but not limited to, Federal Express or United States Postal Service Overnight Mail, or hand delivery.

### **III. PLAINTIFF’S RECITALS**

14. The United States initiated this action on September 27, 2018, alleging various violations of the FHA as set forth in more detail in the Amended Complaint filed on November 21, 2018, and as summarized below. The United States alleges that

Defendants violated the FHA by discriminating against tenants and prospective tenants on the basis of sex in the rental of dwellings owned or managed by Defendants in and around Oklahoma City.<sup>1</sup> Specifically, the United States alleges that Defendants are vicariously liable for the discriminatory and retaliatory actions of Walter Ray Pelfrey, an individual the United States alleges managed residential rental properties owned or otherwise controlled by Defendants and who acted as Defendants' agent at all times relevant to the Amended Complaint.

15. The United States alleges that from at least January 2001, through at least January of 2017, Walter Ray Pelfrey, acting as Defendants' agent, subjected female tenants and prospective tenants to severe, pervasive, and unwelcome sexual harassment and retaliation. Such conduct is alleged to have included, but was not limited to: forced sexual intercourse and oral sex; unwanted sexual comments regarding, and unwelcome touching of, genitals, breasts, and buttocks; exposing genitalia in the presence of female tenants and prospective tenants; entering tenants' residences without notice and permission; granting and denying tangible housing benefits based on sex; and taking adverse actions against female tenants, including evicting them and disposing of their property and possessions when they refused his sexual advances, all in violation of 42 U.S.C. §§ 3604(a)-(c) and 3617.

16. 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

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<sup>1</sup> A complete list of the properties owned or managed by Defendants, current as of the date of the filing of this Consent Order, has been provided to Plaintiff by Defense Counsel.

denial to a group of persons of rights granted by the FHA, which denial raises an issue of general public importance. 42 U.S.C. § 3614(a).

17. The United States alleges that Defendants' discriminatory conduct injured female tenants and prospective tenants. Such persons are Aggrieved Persons and have suffered damages as a result of Defendants' conduct.

#### **IV. DEFENDANTS' RECITALS**

18. Defendants generally and specifically deny any and all allegations as set forth by the United States in its Complaint, Amended Complaint, and this Consent Order, and make no admissions of liability, vicarious liability, or other wrongdoing in connection with the allegations and claims made by the United States. Defendants further generally and specifically deny that they have violated the FHA by discriminating against tenants and prospective tenants on the basis of sex in the rental of dwellings owned or managed by Defendants. The only individual the United States alleged directly violated the FHA is Walter Ray Pelfrey. Walter Ray Pelfrey passed away on July 15, 2018. Finally, Defendants generally and specifically deny that the private individuals identified by the United States as Aggrieved Persons in this lawsuit have been injured or suffered damage as claimed by the United States.

19. On January 4, 2018, Defendants adopted a written Anti-Harassment and Anti-Discrimination Policy which strictly prohibits Defendants, their employees or other workers and representatives from unlawfully harassing and/or discriminating against employees, tenants, prospective tenants, purchasers of residential properties and/or prospective purchasers of residential properties because of race, religion, creed, national

origin, ancestry, sex, gender, age, physical or mental disability, citizenship, genetic information, past, current or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law.

20. Starting approximately on or before January 4, 2018, Defendants provided to each existing household occupying a residential dwelling owned, operated, managed, or controlled by Defendants, a copy of the HUD Fair Housing pamphlet (HUD Form 903.1 or 1686-1-FHEO).

21. No later than January 4, 2018, Defendants posted, and have since that time consistently maintained, a copy of the HUD Fair Housing Poster (HUD Form 928.1) at the Defendants' rental offices in a conspicuous location where it can be seen by members of the public.

22. Starting on approximately January 4, 2018, Defendants posted, and have since that time consistently maintained, a copy of the HUD Fair Housing Poster (HUD Form 928.1) inside each vacant dwelling owned, operated, managed, or controlled by Defendants and/or provided a copy of the HUD Fair Housing pamphlet (HUD Form 903.1 or 1686-1-FHEO) to all prospective tenants upon inspection or application to rent of any residential dwelling owned, operated, managed, or controlled by any Defendant.

23. Starting approximately on or before January 4, 2018, Defendants commenced providing, at the start of tenancy or residency, and have since that time consistently provided at the start of tenancy or residency, a copy of the HUD Fair Housing pamphlet (HUD Form 903.1 or 1686-1-FHEO) to each household newly occupying a dwelling owned, operated, managed, or controlled by any Defendant.

24. Starting approximately on April 6, 2018, all employees, officers, officials, or contractors involved in the management or operation of any rental dwelling owned, operated, managed, or controlled by any Defendant, have attended annual fair housing training.

25. Starting on April 6, 2018, every new employee or agent of Defendants involved in the management or operation of any Rental Property has attended fair housing training within one hundred twenty (120) days of the start of his or her employment or agency.

26. Records demonstrating compliance in accordance with the affirmative acts outlined in paragraphs 19 through 25 of this Section, including certificates of attendance at fair housing training, have been maintained since January 4, 2018, and will continue to be maintained until at least December 7, 2022.<sup>2</sup>

**ACCORDINGLY, it is hereby ORDERED, ADJUDGED, and DECREED as follows:**

**V. AGREED GENERAL INJUNCTION AND NONDISCRIMINATION PROVISION**

27. Defendants, their officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation agree to not:

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<sup>2</sup> The FHA efforts documented in this Section were made, in part, pursuant to a settlement agreement reached in other prior litigation.

- a. Discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any buyer or renter because they are a member of a protected class under the FHA;
- b. Discriminate against any person in the terms, conditions, or privileges of renting a dwelling unit, or in the provision of services or facilities in connection therewith, because they are a member of a protected class under the FHA;
- c. Make, print, publish, or cause to be made any notice, statement, or advertisement with respect to the rental of a dwelling that states any preference, limitation, or discrimination based on a protected class under the FHA; or
- d. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided and encouraged any other person in the exercise or enjoyment of, any right granted by the FHA.

## **VI. AGREED SPECIFIC INJUNCTIVE RELIEF**

### **A. Provisions Regarding Management of Residential Properties**

28. Defendants and their officers, employees, and agents agree to continue to follow their policy of non-discrimination and anti-harassment in the sale and/or rental of any Rental Property, in accordance with the provisions of the FHA, and as set forth in the written Anti-Harassment and Anti-Discrimination Policy adopted by Defendants on January 4, 2018. This policy was updated by Defendants in February 2021 and has been



approved by the United States. *See* Appendix 1. Any changes to this written policy during the term of this Consent Order will be sent to the United States within fifteen (15) days of its creation for approval by the United States prior to implementation. If the United States objects to any part of the Defendants' proposed changes, the Parties shall confer to resolve their differences. If the Parties cannot resolve their differences after good faith efforts to do so, either party may bring the dispute to this Court for resolution.

29. Defendants agree to continue to post an "Equal Housing Opportunity" sign or copy of the HUD Fair Housing Poster (HUD Form 928.1) in compliance with 24 C.F.R. Part 110, at Defendants' rental offices in a conspicuous, prominent, well-lit location where it is easily readable by members of the public. A copy of HUD Form 928.1 can be found at <https://www.hud.gov/sites/documents/928.1.PDF>.

30. Defendants agree to continue to provide to each household newly occupying a dwelling owned, operated, managed, or controlled by any Defendant, a copy of a HUD Fair Housing pamphlet (HUD Form 903.1 or 1686-1-FHEO) at the start of the residential tenancy or residency. Copies of these pamphlets can be found at the following:

- a. [http://www.hud.gov/sites/documents/FHEO\\_BOOKLET\\_ENG.PDF](http://www.hud.gov/sites/documents/FHEO_BOOKLET_ENG.PDF); and
- b. [http://www.hud.gov/sites/documents/DOC\\_12150.PDF](http://www.hud.gov/sites/documents/DOC_12150.PDF).

31. Defendants agree to provide information regarding Defendants' Complaint Procedure to each Rental Property existing as of the date of this Consent Order; and with each new lease agreement executed for any Rental Property. A copy of the Complaint Procedure language is attached as Appendix 2.

32. Defendants agree to include either a Fair Housing logo, the words “equal housing opportunity provider” 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” on all advertising for any current or future properties in newspapers, telephone directories, radio, television or other media, and all billboards, signs, pamphlets, brochures, and other promotional literature.

33. Defendants agree to maintain for the duration of this Consent Order, Rental Records for all current and future tenants. For purposes of ensuring compliance with this Consent Order and/or the FHA, Defendants agree to allow the United States to inspect and copy, at the United States’ expense, all such Rental Records, upon ten (10) days’ Written Notice to Defense Counsel.<sup>3</sup>

34. Defendants agree to notify the United States, via Defense Counsel, within twenty (20) days of the receipt of any written or oral complaint of discrimination in violation of the FHA at any Rental Property, and to provide the United States, via Defense Counsel, with all Rental Records related to the complaint, including the complainant’s name and contact information, as well as the status of the complaint or a description of the complaint’s resolution.

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<sup>3</sup> Should Defendants change Defense Counsel during the term of this Consent Order, Defendants and/or their new counsel, if any, shall notify the United States within ten (10) days.

35. Defendants agree to provide to the United States, records related to Defendants' conformity with the terms of this settlement upon a ten (10) day Written Notice to Defense Counsel of the specific documents requested by the United States.

**B. No Raising of Rents or Fees to Offset Costs of this Litigation**

36. Defendants, their agents, and affiliated companies agree to not raise the rent or fees of any Rental Property or dwelling unit or demand a deposit or other fee for a Rental Property for the purpose of offsetting any of the costs incurred as a result of this litigation or their compliance with their obligations under this Consent Order.

37. Nothing herein shall be interpreted to prevent Defendants from raising rents or fees at any Rental Property in the ordinary course of business.

**C. Educational Program**

38. Defendants agree to have all employees or agents involved in the management or operation of any Rental Property, who have not attended either in-person or on-line FHA training within twelve (12) months of the date of this Consent Order, attend an on-line training on the FHA, including the FHA's provisions related to sexual harassment, other forms of sex discrimination, and discriminatory statements. Such training is to be conducted within one hundred twenty (120) days of the date of this Consent Order. Defendants agree to obtain Certifications of Attendance, through the form attached as Appendix 3, and to provide copies of the same to Counsel for the United

States through either overnight mail or hand delivery within ten (10) days of the date of training. Any costs associated with this training shall be borne by Defendants.<sup>4</sup>

39. Defendants agree to continue to require all new employees or agents involved in the management or operation of any Rental Property to attend FHA training, as set forth in Paragraph 38, within ninety (90) days of the commencement of their employment or agency. Defendants agree to obtain Certifications of Attendance, through the form attached as Appendix 3, and to provide copies of the same to Counsel for the United States within ten (10) days of the training.

## **VII. ACQUISITION OR TRANSFER OF INTEREST IN RENTAL PROPERTY**

40. If, during the effective period of this Consent Order, Defendants acquire a direct or indirect management, ownership, leasehold, financial, or controlling interest in any other Rental Property, such property will be subject to the applicable provisions of this Consent Order. Within thirty (30) days of acquiring such an interest, Defendants agree to notify Counsel for the United States, via Defense Counsel, of the nature of their interest in the dwelling or property; the address of the property; and the number of individual dwelling units at the property.

41. If, at any time during the term of this Consent Order Defendants sell or transfer a Rental Property to a Bona Fide Third-Party Purchaser in an Arms-Length Transaction, such property will cease to be subject to this Consent Order. A corporation or entity of which any Defendant is an officer, partner, employee, or agent, or in which

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<sup>4</sup> The Parties have agreed in advance of filing this Consent Order to a list of approved in-person and online training courses that Defendants can use to satisfy the agreed-to training.

any Defendant has an ownership, financial, or controlling interest, is not a Bona Fide Third-Party Purchaser and any transaction involving such a purchaser will not qualify as an Arms-Length Transaction.

42. The requirements set forth in Paragraph 41 specifically do not apply to the following circumstances: (1) where a tenant executes or has executed a lease containing a special provision allowing for the purchase of the leased property pursuant to a separately executed instrument; and (2) where an otherwise Bona Fide Third-Party Purchaser purchases a property through an Arms-Length Transaction, but the purchase is financed in whole or in part by any Defendant and a mortgage interest on the property is retained.

#### **VIII. MONETARY SETTLEMENT ON BEHALF OF AGGRIEVED PERSONS**

43. Defendants shall cause to be paid a total sum of ONE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) for the purpose of compensating the Aggrieved Persons identified by the United States.

44. This money is currently held by Farmers Insurance Company, Inc. and within twenty-one (21) days of the entry of this Consent Order shall be transferred to Atticus Administration, LLC, a Third-Party Administrator, where it shall continue to be held in Trust until such time as the United States provides Check Drafting Instructions as outlined in Paragraph 46. This money shall be referred to as the "Settlement Fund." Defendants shall be responsible for all costs and expenses associated with work performed by Atticus Administration, LLC, and any such costs and expenses shall be separate from the Settlement Fund.

45. Within sixty days (60) after the entry of this Consent Order, the United States shall provide Written Notice to Defense Counsel informing Defendants of its determination regarding which persons the United States alleges are aggrieved, and what portion of the Settlement Fund, if any, is to be paid to each (“Settlement Distribution”). Defendants agree that the determinations of the United States shall be final, and Defendants hereby waive the right to contest the United States’ determination in this proceeding, except in such case as the person receiving any portion of the Settlement Fund has previously released Defendants from liability.

46. Within sixty (60) days after entry of this Consent Order, the United States shall provide Defense Counsel with written instructions on how each check for the Settlement Distribution is to be drafted, and shall provide Defense Counsel with all information necessary for tax reporting purposes (“Check Drafting Instructions”). Check Drafting Instructions shall include: (1) the full legal name of the person or entity to whom the check is to be drafted; (2) the amount for each check; and (3) the Tax Identification Number (“TIN”) for each entity or Social Security Number (“SSN”) for each individual to be included on the check. No TIN or SSN will be written, typed, or in any way appear on any check. Upon receipt of the Check Drafting Instructions, Defense Counsel shall, within fourteen (14) days, cause to be delivered to Counsel for the United States, by hand delivery, checks drafted according to the Check Drafting Instructions provided by the United States and corresponding IRS 1099-MISC Forms.

47. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund.

48. Counsel for the United States shall not provide or cause any check(s) to be received by any Aggrieved Person until a signed release, in the form of Appendix 4, has first been obtained by Counsel for the United States. Counsel for the United States agrees to deliver, by hand delivery or overnight mail, to Defense Counsel, within ten (10) days of the date of execution, the original, signed release executed by each Aggrieved Person who elects to receive money as set forth in this Consent Order. Counsel for United States also agrees to provide Defense Counsel with an electronic courtesy copy of all executed releases within ten (10) days of the date of execution. In no case shall an Aggrieved Person modify, mark-through, or in any way revise any of the language in the release set forth in Appendix 4.

49. Counsel for the United States will notify Defense Counsel, via Written Notice, of the full legal name of any Aggrieved Person who declines, rejects, refuses, waives, or in any way, elects to not receive money from the Settlement Fund in exchange for the release set forth in Appendix 4.

50. If any checks disbursing any portion of the Settlement Fund are not cashed, deposited, or otherwise negotiated within one-hundred eighty (180) days of the date of issuance, the checks will become stale dated. If any checks disbursing any portion of the Settlement Fund are not cashed, deposited, or otherwise negotiated within one (1) year of the date of issuance, any such amounts will automatically escheat. Checks that are stale dated but have not yet escheated may be reissued upon a ten (10) day Written Notice by Counsel for the United States. Such notice shall include Check Drafting Instructions. Upon receipt of a Written Notice to reissue a check and Check Drafting Instructions,

Defense Counsel shall, within fourteen (14) days, cause to be delivered to Counsel for the United States, reissued checks drafted according to the Check Drafting Instructions provided and corresponding reissued IRS 1099-MISC Forms.

#### **IX. ADDITIONAL RELIEF FOR AGGRIEVED PERSONS**

51. Within sixty (60) days of the entry of this Consent Order, the United States shall provide to Defense Counsel a list of the Forcible Entry and Detainer Actions that: 1) were initiated by or on behalf of any of the Defendants between January 1, 2001, and July 15, 2018; 2) were initiated against an Aggrieved Person; and 3) the United States asserts were initiated in violation of the FHA (“FED List”). The FED List shall include, for each allegedly unlawful filing: 1) the Aggrieved Person’s name; 2) the property address associated with the filing; 3) the date of the eviction filing; 4) the county in which the action was commenced; and 5) the court case number associated with the action.

52. Defendants generally and specifically deny that any Forcible Entry and Detainer Actions initiated during the time-period set forth in Paragraph 51 were retaliatory or otherwise made in violation of the FHA. However, as a condition of this settlement, Defendants agree to not contest the United States’ determination.

53. Within forty-five (45) days of receipt of the FED List, for each Aggrieved Person included on the FED List for whom Defendants have also received an executed release in the form of Appendix 4, Defendants agree to take the following actions:

- a. Cause to be filed in each Forcible Entry and Detainer Action, a Release and Satisfaction of Judgment in the form of Appendix 5; and



- b. Deliver to Counsel for the United States, via overnight mail, a file stamped copy of each Release and Satisfaction of Judgment together with a letter in the form of Appendix 6.

54. Defendants agree to provide to the United States other documents or information, where available, that the United States believes are necessary to expunge the records of the Aggrieved Persons, upon a fifteen (15) day Written Notice to Defense Counsel of the specific documents or information requested.

#### **X. PAYMENT TO THE UNITED STATES**

55. After entry of this Consent Order and within twenty-one (21) days of the receipt by Defense Counsel of the EIN for the United States, Defendants shall cause to be paid a total of FIFTY THOUSAND DOLLARS (\$50,000) to the United States Treasury pursuant to 42 U.S.C. § 3614(d)(1)(C) and 28 C.F.R. 85.5. Payment shall be in the form of a check made payable to The United States Treasury, and shall be sent via FedEx using the United States' FedEx account to the following recipient:

Civil Rights Division  
U.S. Department of Justice  
C/O Lauren Marks  
DJ Number 175-60-179  
4 Constitution Square  
150 M Street, Northeast, Suite 8.1005  
Washington, DC 20002

#### **XI. PROBATE OF THE ESTATE OF W. RAY PELFREY**

56. The United States agrees to take the necessary steps to dismiss the Probate Petition filed in the matter *In the Estate of W. Ray Pelfrey, deceased*, Case No. PB-2020-330, filed in Cleveland County, OK, on November 30, 2020, within ten (10) days of entry

of this Consent Order and that any prior agreements made by Rosemarie Pelfrey related to the probate, including, but not limited to, the agreement to not contest the Petition for Probate are null and void as of the date of this Consent Order. Defense Counsel agree to sign this Consent Order on behalf of Defendant Rosemarie Pelfrey, as the Personal Representative of the Estate of Walter Ray Pelfrey.

## **XII. ENFORCEMENT OF THE CONSENT ORDER**

57. The Parties, through Counsel, shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event a Party has failed to perform in a timely manner any act required by this Consent Order or has otherwise not acted in conformance with any provision thereof, whether intentionally or not, any Party may move this Court to impose any remedy authorized by law or equity for violation of this Consent Order.

## **XIII. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION**

58. This Consent Order shall remain in effect until August 1, 2023.

59. The Court shall retain jurisdiction over this action for the duration of the Consent Order for the purpose of enforcing its provisions and terms until August 1, 2023.

60. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties, which shall not be unreasonably withheld.

61. All other provisions of this Consent Order may be modified only by motion to the Court.

#### **XIV. COSTS OF LITIGATION**

62. Each Party shall bear its own legal or other costs incurred in connection with this matter, including without limitation, any costs incurred in connection with the preparation, negotiation, and performance of this Consent Order, with this litigation, or with the United States' investigation that gave rise to this litigation.

#### **XV. TERMINATION OF LITIGATION HOLD**

63. The Parties agree that, as of the date of the execution of this Consent Order by the parties, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Amended Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information ("ESI"), or things related to the matters described in the Amended Complaint, the party is no longer required to maintain such a hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Consent Order.

64. In accordance with paragraph 12 of the Agreed Protective Order entered in this matter on July 15, 2019 [Doc. No. 46], the Parties agree that they have requested written certification that both Parties destroy all documents designated as containing Confidential Information, including copies as defined in paragraph 4 of the Agreed Protective Order, in a manner that eliminates the possibility of retrieval of such documents, except for documents that have been offered into evidence or filed without

restriction as to disclosure. Per the Agreed Protective Order, such written certification shall be made by the Parties within sixty (60) days of the conclusion of this litigation.

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**The undersigned apply for and consent to the entry of this Consent Order:**

Dated: March 16, 2021

**For Plaintiff United States of America:**

ROBERT J. TROESTER  
Acting United States Attorney  
Western District Oklahoma

PAMELA S. KARLAN  
Principal Deputy Assistant  
Attorney General  
Civil Rights Division

/s/ Ronald R. Gallegos  
RONALD R. GALLEGOS  
Assistant United States Attorney  
AZ Bar Number: 013227  
EMILY B. FAGAN  
OK Bar Number: 22427  
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/s/ Lauren M. Marks  
(Signed by Filing Attorney with  
permission of Attorney)  
SAMEENA SHINA MAJEED  
Chief  
TIMOTHY J. MORAN  
Deputy Chief  
LAUREN M. MARKS  
MI Bar Number: P77691  
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Tanya.Kriwan@usdoj.gov

**For Defendants, Rosemarie Pelfrey, as trustee of the Rosemarie Pelfrey Revocable Trust, dated March 1, 2002, d/b/a Pelfrey Rentals, the Walter Pelfrey Revocable Trust, dated March 1, 2002, d/b/a Pelfrey Rentals, and as Personal Representative of the Estate of Walter Pelfrey; Omega Enterprises, LLC; and Pelfrey Investment Company, LLC:**

*s/ Lindsey W. Mulinix-Ewert*

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(Signed by Filing Attorney with permission of Attorney)  
Rand Eddy, OBA No. 11822  
Lindsey W. Mulinix-Ewert, OBA No. 30655  
MULINIX EDDY EWERT AND  
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*s/ Stephanie L. Khoury*

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(Signed by Filing Attorney with permission of Attorney)  
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Stephanie L. Khoury, OBA No. 22661  
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[ggivens@givenslaw.net](mailto:ggivens@givenslaw.net)

IT IS SO ORDERED this 3rd day of August 2021.

A handwritten signature in black ink, appearing to read "Jodi W. Dishman", written over a horizontal line.

JODI W. DISHMAN  
UNITED STATES DISTRICT JUDGE

**Appendix 1**

**ANTI-HARASSMENT AND ANTI-DISCRIMINATION  
POLICY**



## **All Unlawful Harassment and Discrimination Prohibited**

Omega Enterprises, LLC, Pelfrey Investments Company, LLC, the Walter Ray Pelfrey Revocable Trust, dated March 1, 2002, the Rosemarie Pelfrey Revocable Trust dated March 1, 2002, Rosemarie Pelfrey and any other residential rental property companies owned or managed by Rosemarie Pelfrey in the future (“Employers”), strictly prohibit and do not tolerate unlawful harassment and/or discrimination against employees, tenants, prospective tenants, or residents because of race, color, religion, sex, creed, gender, familial status (i.e., the presence of a child under 18), national origin, age, disability/handicap, or genetic information, or any other characteristic protected under applicable federal, state or local law.

### **Sex Harassment**

All employees, officers, and agents of Employers are prohibited from harassing employees, tenants, prospective tenants, residents, and other covered persons based on an individual’s sex or gender (including pregnancy and status as transgender), regardless of the harasser’s sex or gender.

Sex harassment means any harassment based on someone’s sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual’s sex or gender), as well as sexual harassment. Sexual harassment is any unwelcome conduct of a sexual nature (for example, sexual advances or requests for sexual favors) when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment or tenancy.
- Submission to or rejection of the advance, request or conduct is used as a basis for employment or tenancy decisions.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an employee’s work performance or with a tenant’s right to enjoy their home by creating an intimidating, hostile or offensive environment.

Employers **will not tolerate** any form of sex harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually related comments or jokes, unwelcome sexual advances, or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of sex harassment will be tolerated.

Harassment is prohibited both at the workplace and at employer-sponsored events, as well as at any of the residential properties owned by Employers.

### **Other Types of Harassment and Discrimination**

This Anti-Harassment and Anti-Discrimination Policy applies equally to harassment based on an employee's, tenant's, prospective tenant's, or resident's race, color, religion, sex, creed, gender, familial status, national origin, age, disability/handicap, or genetic information, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sex harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. **No form of harassment will be tolerated.** Harassment is prohibited both at the workplace and at employer-sponsored events, as well as at any of the residential rental properties owned by Employers.

### **Complaint Procedure**

If you are subjected to any conduct that you believe violates this policy, or if you witness any such conduct, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, then the Asset Manager, Jesse Pelfrey, ideally within ten (10) days of the offending conduct. If you have not received a satisfactory response within ten (10) days after reporting any incident of what you perceive to be harassment, please immediately contact Rand Eddy or Lindsey Mulnix Ewert of the law firm Mulnix Eddy Ewert & McKenzie, PLLC at 405-232-3800.

Your complaint should be as detailed as possible including, the date of the incident, the circumstances of the incident, the names of all individuals involved, and the names of any witnesses. Employers and/or the Asset Manager, Jesse Pelfrey, will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes harassing conduct must report the conduct to the Asset Manager, Jesse Pelfrey, and/or Rand Eddy or Lindsey Mulnix Ewert of the

law firm Mulinix Eddy Ewert & McKenzie, PLLC at 405-232-3800 so that an investigation can be made, and corrective action taken, if appropriate.

### **No Retaliation**

No one will be subject to, and Employers prohibit, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations.

**Employers are committed to enforcing this policy against all forms of harassment.** However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report harassing conduct, Employers may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

### **Violations of This Policy**

Any employee, regardless of position or title, whom the Asset Manager, Jesse Pelfrey, determines has subjected an individual to harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

### **Conduct Not Prohibited by this Policy**

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment, forming, joining or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF  
ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY**

I, \_\_\_\_\_ (employee name), acknowledge that I received a copy of foregoing **Anti-Harassment and Anti-Discrimination Policy** and that I read it, understood it, and agree to comply with it.

I understand that Employers have the maximum discretion permitted by law to interpret, administer, change, modify or delete this policy at any time.

I understand that no statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this policy. Changes can only be made if approved in writing.

I also understand that any delay or failure Employers to enforce any work policy or rule will not constitute a waiver of their right to do so in the future.

I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment.

I understand that, unless I have a written employment agreement signed by an authorized representative of Omega Enterprises, LLC, Pelfrey Investments Company, LLC, the Rosemarie Pelfrey Revocable Trust dated March 1, 2002, the W. Ray Pelfrey Revocable Trust dated March 1, 2002, or Rosemarie Pelfrey, **I am employed at will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized representative of Employers and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

Signature		Printed Name		Date
-----------	--	--------------	--	------

**Appendix 2**

**COMPLAINT PROCEDURE LANGUAGE**

If you believe you have been discriminated against or harassed by your landlord or anyone associated with your landlord, or you believe you have witnessed any such conduct, you must promptly speak to, write, or otherwise contact Jesse Pelfrey, or the Asset Manager, by calling 405-641-5252, ideally within ten (10) days of the offending conduct.

Your complaint should be as detailed as possible, including, the date of the incident, the circumstances of the incident, the names of all individuals involved, and any witnesses. Your landlord will directly and thoroughly investigate the facts and circumstances of all claims of perceived discrimination or harassment and will take prompt corrective action, if appropriate.

If you have not received a satisfactory response within ten (10) days after reporting any incident of what you perceive to be discrimination or harassment, please immediately contact Rand Eddy or Lindsey Mulinix Ewert of the law firm Mulinix Eddy Ewert & McKenzie, PLLC at 405-232-3800. At any time, you may also file a complaint with the U.S. Department of Housing and Urban Development (“HUD”) by calling 1-800-669-9777 or 1-800-877-8339, or by filing a complaint online at:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)

**Appendix 3**

**CERTIFICATION OF FAIR HOUSING TRAINING**

**CERTIFICATION OF FAIR HOUSING TRAINING**

On \_\_\_\_\_, I attended the  
\_\_\_\_\_ training on the federal Fair Housing Act, including its  
requirements concerning discrimination based on sex, taught  
by\_\_\_\_\_. I have  
had all of my questions concerning the Fair Housing Act answered to my satisfaction.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)



**Appendix 4**

**AGGRIEVED PERSON FULL AND  
FINAL RELEASE OF CLAIMS**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the Parties' agreement to the terms of the Consent Order entered by the United States District Court for the Western District of Oklahoma in the case of *United States v. Pelfrey, et al.*, Case No. 5:18-cv-000945-JD (W.D. Okla.), and in consideration for the payment of \$\_\_\_\_\_, I, \_\_\_\_\_, do hereby fully release, acquit, and forever discharge the Estate of Walter Ray Pelfrey, Rosemarie Pelfrey, as trustee of the W. Ray Pelfrey Revocable Trust, dated March 1, 2002; Rosemarie Pelfrey, as trustee of the Rosemarie Pelfrey Revocable Trust, dated March 1, 2002; Omega Enterprises, LLC and Pelfrey Investment Company, LLC, as well as their insurers, including Farmers Insurance Company, Inc., reinsurers, attorneys, affiliates, agents, employees, servants, assigns, former employees, heirs, and executors from any and all known and unknown claims set forth, or which could have been set forth, in the Amended Complaint in this lawsuit, including, but not limited to, fair housing and/or discrimination claims brought under federal and state law, that I may have had against Defendants, including, but not limited to those related to any of Walter Ray Pelfrey's actions, inactions or statements from at least 2001 through the date of the entry of the Consent Order.

I, \_\_\_\_\_, state that I am over the age of eighteen (18); that I have not been influenced to any extent in making this release by any representations or statements; and that I am under no duress or coercion and have not been forced to execute this release, and I fully understand and knowingly enter into this release of my own free will.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Print Full Legal Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Social Security Number

I state under penalty of perjury under the laws of the United States of America, including 28 U.S.C. § 1746, that the foregoing information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

**Appendix 5**

**RELEASE AND SATISFACTION OF JUDGMENT**

IN THE DISTRICT COURT OF \_\_\_\_\_ COUNTY  
STATE OF OKLAHOMA

_____	)	
	)	
Plaintiff(s),	)	
	)	
v.	)	Case No. _____
	)	
_____	)	
	)	
Defendant(s).	)	

**RELEASE AND SATISFACTION OF JUDGMENT**

COME(S) NOW, Plaintiff(s), \_\_\_\_\_, and hereby release(s) Defendant(s), \_\_\_\_\_, of the judgment in this action. Plaintiff(s) and Defendants(s) have reached a settlement and one condition of that settlement is full satisfaction of the judgment in this action. Plaintiff(s) hereby authorize(s) the Clerk of this Court to file this Release and Satisfaction of Judgment, and to release the judgment [in the sum of \$\_\_\_\_\_] that was filed on [Date].

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

s/  
\_\_\_\_\_  
Name

Address  
Phone  
Fax (if applicable)  
Email  
Representative of [Plaintiff(s)]

s/  
\_\_\_\_\_  
Attorney Name, OBA No.

Address  
Phone  
Fax  
Email  
Attorney(s) for Plaintiff(s)

**Appendix 6**

**LETTER REGARDING FORCIBLE ENTRY AND  
DETAINER ACTIONS FOR AGGRIEVED PERSONS  
WHO HAVE EXECUTED A RELEASE**

[Month] [Day], 202[ ]

**Re: [Aggrieved Person's name, last 4 digits of Social Security Number]**

To Whom It May Concern:

On [date of forcible entry and detainer action filing], my client[s], [name(s) of client(s)], filed a Forcible Entry and Detainer Action against [Aggrieved Person's name] in the District Court of [name of county], Oklahoma, Case No. [case number], in connection with the [year] rental of a residential property located at [property street address] in [property city or town], Oklahoma. My client[s] [was/were] the [owner(s)] of this property in [year of rental] and at the time the Forcible Entry and Detainer Action was commenced.

On September 27, 2018, the United States of America filed a lawsuit against [name(s) of client(s) listed above] [*et. al.* if applicable] in the United States District Court for the Western District of Oklahoma alleging violations of the federal Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.* As part of the resolution reached in that case, my client[s] [was/were] required to file a Release and Satisfaction of Judgment in the Forcible Entry and Detainer Action referenced above and did so on [date filed].

To the extent that negative information exists regarding Ms. [Aggrieved Person's last name] rental of [property street address] in [property city or town], Oklahoma, please disregard it. Such negative information may include, but is not limited to: any judgment obtained in connection with Case No. [case number]; any information relating to late or missing rent payments, payments with non-sufficient funds, write-offs, collections actions, unpaid or late-paid utility bills; negative statements relating to the condition of the property during or at the end of Ms. [Aggrieved Person's last name] tenancy; and any information related to alleged lease violations or damages to the property located at [property street address] during Ms. [Aggrieved Person's last name's] tenancy.

Sincerely,

[DEFENSE COUNSEL]

Encl. (Release and Satisfaction of Judgment)