

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

UNITED STATES OF AMERICA,

Plaintiff,

v.

VERNON C. MORGAN, JR.,

Defendant.

COMPLAINT

The United States of America brings this action to enforce Title VIII of the Civil Rights Act of 1968, as amended (“the Fair Housing Act” or “FHA”), 42 U.S.C. §§ 3601-3619, on behalf of Yvette Plumey, pursuant to 42 U.S.C. § 3612(o), and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3612(o).

2. Venue is proper under 28 U.S.C. § 1391(b) because the defendant resides in Colorado, the subject property is located in Colorado, and the events and omissions giving rise to the claims alleged in this Complaint occurred within the District of Colorado.

PARTIES AND SUBJECT PROPERTY

3. Plaintiff is the United States of America.

4. At all relevant times, Defendant Vernon C. Morgan was a resident of Colorado and was the owner of 1415 83rd Avenue, Greeley, Colorado (the “Subject Property”).

5. At all relevant times, the Subject Property has been a two-story house with five bedrooms each of which Defendant has leased to families¹ as separate dwelling units. Some tenants had their own bathroom, and some tenants shared bathrooms with other tenants depending on the room(s) being rented. Tenants shared the kitchen and certain other common areas of the Subject Property.

6. At all relevant times, Defendant managed the rental of the Subject Property’s rooms. Defendant was involved in the rental of multiple “dwellings” as defined by the Fair Housing Act (“FHA”), 42 U.S.C. § 3602(b).

7. Yvette Plumey was a tenant at the Subject Property from June 1, 2020, through December 31, 2020. Ms. Plumey is a female and an “aggrieved person” within the meaning of the FHA, 42 U.S.C. § 3602(i).

ALLEGATIONS REGARDING DEFENDANT’S DISCRIMINATORY HOUSING PRACTICES

8. In May 2020, Ms. Plumey contacted Defendant about renting a room at the Subject Property in response to an advertisement on the website Roomies.com.

¹ Under the FHA, the term “family” “includes a single individual.” 42 U.S.C. § 3602(c).

9. Ms. Plumey signed a month-to-month lease to rent a ground floor bedroom at the Subject Property effective June 1, 2020.

10. The lease required guests to be “disclosed prior to stay.”

11. Shortly after she moved into the Subject Property, Ms. Plumey began renting a second, adjacent room for an additional monthly fee after it was vacated by the previous tenant.

12. During the first week that Ms. Plumey lived at the Subject Property, Defendant asked her to be the house manager. Ms. Plumey agreed to be the house manager with the understanding that she would oversee the other tenants’ use of the kitchen and common spaces.

A. Defendant Subjects Ms. Plumey to Unwelcome Harassment Because of Her Sex

13. After Ms. Plumey agreed to be the house manager, Defendant immediately began asking her to lunch and dinner under the pretense of discussing business related to the Subject Property. Ms. Plumey initially agreed to go to lunch and/or dinner with Defendant on a few occasions because she felt obligated to do so because of her role as house manager.

14. Subsequently, however, Ms. Plumey realized that Defendant likely had ulterior motives in inviting her to dinner, and she largely began ignoring or rejecting Defendant’s invitations.

15. In addition to verbally inviting Ms. Plumey to dinner on multiple occasions, Defendant invited Ms. Plumey to dinner by text message on June 7, 2020, July 7, 2020, July 25, 2020, August 11, 2020, and September 12, 2020. Ms. Plumey either did not respond to or refused all of these requests. As early as June 15, 2020, Ms. Plumey sent Defendant a text message that stated, among other things, “Let’s keep this respectable and honorable. And always

business. I am a tenant with a signed lease.” Nevertheless, Defendant continued to regularly invite Ms. Plumey to lunch and dinner.

16. Defendant began spending more time at the Subject Property in July and August 2020, and around that time, he began asking Ms. Plumey to go on trips with him. For example, Defendant asked Ms. Plumey to accompany him on a trip to Ireland. In response, Ms. Plumey told Defendant that the invitation was inappropriate.

17. Towards the end of August 2020, Defendant once again invited Ms. Plumey to dinner while he was standing at the door to one of the rooms that she rented. When Ms. Plumey declined, Defendant stated “No is not an option.”

18. In addition to the regular unwelcome lunch, dinner, and vacation invitations, Defendant subjected Ms. Plumey to other forms of unwelcome sexual harassment and/or sex-based comments, including but not limited to:

- a. Making unwelcome comments about Ms. Plumey’s appearance such as “you look cute today,” and telling her she looked good when she walked from the bathroom to her bedroom wearing a towel after a shower;
- b. Making unwelcome comments about what kinds of clothing Ms. Plumey should wear to “look better”;
- c. Sending unwelcome text messages to Ms. Plumey that included kissing or blushing-face emojis;
- d. Looking into the room Ms. Plumey used as a bedroom through the windows on multiple occasions;

- e. Making unwelcome offers to rub Ms. Plumey's shoulders on multiple occasions;
- f. Stating, when Ms. Plumey asked Defendant if he knew someone selling a used car, that "I know someone, but you better get your lashes on";
- g. Looking through Ms. Plumey's mail and making sexual and inappropriate sounds while suggestively sniffing her Victoria's Secret bill;
- h. Making unwelcome suggestive comments when Ms. Plumey came home from work such as "You're home late. Your problem is that you do not have anyone to care for you, but I'll care for you"; and
- i. Making unwelcome comments that he would not be okay with it if another man came over to the house to see Ms. Plumey and that it would "get his testosterone going."

B. Ms. Plumey Asks Defendant to Stop Harassing Her.

19. Ms. Plumey consistently and unambiguously informed Defendant that his conduct was inappropriate and unwelcome. Ms. Plumey repeatedly reminded Defendant that he was the landlord and she was the tenant, told Defendant that his behavior and/or comments were inappropriate, and asked him to stop engaging in the conduct described above.

20. On or about October 6, 2020, Ms. Plumey confronted Defendant once again about his inappropriate comments and behavior. Ms. Plumey and another tenant each recorded portions of the conversation.

22. During the October 6, 2020 conversation, Ms. Plumey told Defendant that she was upset about his inappropriate behavior. Defendant responded, “I’m disappointed that you didn’t read my texts.”

23. Ms. Plumey also reminded Defendant about the incident where Defendant commented on how she looked when she came out of the shower in a towel, saying, “It’s inappropriate for you to tell me that.”

24. Ms. Plumey also referenced the incident where Defendant sniffed Ms. Plumey’s Victoria’s Secret bill, stating “It’s inappropriate. I don’t like that. And I think there’s a boundary between you and I that you need to respect.”

25. In response, Defendant made additional sex-based comments, at one point saying, “Baby you need to get all your stuff. Your menopausal thing is taking you” Ms. Plumey replied “Oh, now you’re patronizing me.” Defendant replied, “No, it’s sexual harassment . . . I’m sexually harassing you right now.”

26. Defendant also refused to stop his inappropriate behavior during the October 6, 2020 conversation. At one point, Ms. Plumey stated, “You have the right to not harass me,” and Defendant responded, “No, I don’t. I have the right to harass you all day long.”

C. Defendant Refuses to Stop Harassing Ms. Plumey and Orders Her to Leave.

27. After Ms. Plumey objected to Defendant’s sexual harassment during the October 6, 2020 conversation, Defendant retaliated by telling her she needed to leave. Specifically, when Ms. Plumey used the phrase “sexual harassment,” Defendant replied, “you take your leave to the courthouse.” And when Ms. Plumey stated, “Inappropriate behavior is inappropriate

behavior. Period,” Defendant replied, “Get a lawyer. I challenge you this week to get a lawyer because you’re out.” He also stated, “You better recognize who you’re talking to.” At another point in the conversation, Defendant asked Ms. Plumey, “You’re challenging me with sexual harassment?” Ms. Plumey replied, “Yeah, because of what you did.” Defendant replied, “Oh, you loved it,” and “sue me.”

28. On multiple other occasions when Ms. Plumey attempted to address or confront Defendant about his harassment, he told her to pack her belongings and leave and reminded her that her lease was month-to-month.

29. As Defendant’s conduct continued despite Ms. Plumey’s attempts to stop his advances, it impacted Ms. Plumey’s use and enjoyment of the Subject Property. Ms. Plumey minimized her use of the kitchen because Defendant would always come into the kitchen when she was there. Ms. Plumey also moved her bed from the larger bedroom that she rented into the smaller, second room that she rented to prevent Defendant from being able to look into her bedroom. Although she was paying for a larger room, Ms. Plumey did not feel comfortable using it as her bedroom because Defendant could, and would, look into the windows of that room.

30. On or about October 8, 2020, Defendant again made inappropriate comments to Ms. Plumey while she was getting ready to leave for work. Ms. Plumey again asked Defendant to stop making those types of comments. As Ms. Plumey drove away from the Subject Property to go to work, Defendant ran after her car, yelling and cursing at her that she was driving too

fast, even though she was not driving fast. When Ms. Plumey stopped the car in the driveway to wait for traffic, Defendant caught up to her, yelling into the window and calling her a “bitch.”

D. Ms. Plumey Obtains a Civil Protection Order Against Defendant.

31. On October 9, 2020, Ms. Plumey filed for a civil protection order against Defendant in Weld County Court. Ms. Plumey stated in the filing that she “felt violated by his sexual gestures,” described how he was “constantly” inviting her to dinner and on trips, and described the incident that occurred on October 8, 2020, among other things.

32. The court issued a Citation and Temporary Civil Protection Order (“Civil Protection Order”) that same day, ordering Defendant to stay three yards away from Ms. Plumey and not to have any contact with her other than written communication regarding landlord/tenant issues. The Civil Protection Order prohibited Defendant from returning to the Subject Property or Ms. Plumey’s place of employment unless he was accompanied by a law enforcement officer. The court ordered Defendant to appear for a hearing on October 16, 2020.

33. Defendant was served with a copy of the Civil Protection Order on October 10, 2020.

34. Sometime between October 10, 2020, and October 12, 2020, Defendant served Ms. Plumey with a Notice to Quit, writing on the Notice that one of his reasons for issuing it was “sexual harassment accusations.”

35. At a hearing on October 16, 2020, the court extended the Civil Protection Order through April 19, 2021, and modified it to clarify that Defendant was not excluded from entering the Subject Property but that he could not live there. The Civil Protection Order also stated that

Defendant must abide by the three-yard distance requirement and could communicate with Ms. Plumey only in writing and only about landlord/tenant issues.

36. Ms. Plumey and Defendant reached an agreement on October 16, 2020, pursuant to which Ms. Plumey could reside at the property until April 2021 and Defendant would not violate the terms of the Civil Protection Order.

37. On October 17, 2020, one day after the hearing and the agreement, Defendant walked into the Subject Property and made taunting statements to Ms. Plumey such as “Am I far enough away? Is this okay?” Ms. Plumey was frightened and asked Defendant to leave. After he left, she called the Greeley Police Department, which issued Defendant a citation and summons for violating the Civil Protection Order.

E. Defendant Forces Ms. Plumey to Leave the Property.

38. Notwithstanding the agreement that Ms. Plumey and Defendant had reached allowing her to stay at the Subject Property until April 2021, Defendant sent Ms. Plumey a text message on November 5, 2020, stating “your monthly lease agreement expired in September 2020. Furthermore you have received a Colorado Notice to Quit . . . I have obtained legal council [sic] to take charge of any future litigation if it should be necessary.”

39. On November 10, 2020, Defendant sent Ms. Plumey another text message stating “Your notice to quit remains in force as of now. Your rent payment has not been applied as a credit as there is no valid/current lease agreement to apply it to.” That same day, Defendant filed a Complaint in Forcible Entry and Detainer in Weld County Court alleging that Ms. Plumey had violated the terms and conditions of her lease by, among other things, making “sexual

harassment accusations.” Defendant acknowledged in interviews with the U.S. Department of Housing and Urban Development that this statement referred to the sexual harassment accusations that Ms. Plumey had made against him.

40. In November 2020, the electricity stopped working in the rooms that Ms. Plumey rented at the Subject Property. Ms. Plumey alerted Defendant to the issue by text message. Defendant responded by sending Ms. Plumey text messages that blamed her for the electrical outage and stated, among other things, “As we will all soon learn your lease expired in October.” Defendant did not fix the electricity in Ms. Plumey’s rooms for several days.

41. As a result of Defendant’s discriminatory, sexually harassing, and retaliatory conduct, Ms. Plumey moved out of the subject property on December 31, 2020.

42. Even after Ms. Plumey vacated the Subject Property, Defendant continued to send her text messages accusing her of removing items from the Subject Property that she had not in fact removed.

43. Defendant’s above-described conduct caused Ms. Plumey to suffer economic harm, fear, anxiety, and emotional distress.

HUD Administrative Process

44. On November 23, 2020, Ms. Plumey timely filed a housing discrimination complaint (“Complaint”) with the Secretary of the Department of Housing and Urban Development (“HUD”). The Complaint alleged that Defendant discriminated on the basis of sex in violation of the Fair Housing Act, 42 U.S.C. §§ 3601-3619.

45. Pursuant to 42 U.S.C. § 3610(a) and (b), the Secretary of HUD conducted and

completed an investigation of the Complaint, attempted conciliation without success, and prepared a final investigative report. Based on the information gathered during the investigation, the Secretary determined, pursuant to 42 U.S.C. § 3610(g)(1), that reasonable cause existed to believe that illegal discriminatory housing practices had occurred, including violations of 42 U.S.C. §§ 3604(a), (b), (c), and 3617.

46. On December 7, 2022, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging Defendant with engaging in discriminatory housing practices on the basis of sex in violation of Sections 804(a), (b), (c) and 818 of the Fair Housing Act, 42 U.S.C. §§ 3604(a)-(c), and 3617.

47. On December 23, 2022, Ms. Plumey elected to have the claims asserted in HUD's Charge of Discrimination resolved in a civil action, pursuant to 42 U.S.C. § 3612(a).

48. Following the Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action pursuant to 42 U.S.C. § 3612(o).

CAUSE OF ACTION

49. The United States re-alleges and incorporates by reference the allegations set forth above.

50. By the conduct described above, Defendant:

- 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 a dwelling, 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 a dwelling that indicated 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 a person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, rights granted or protected by 42 U.S.C. § 3604(a), in violation of 42 U.S.C. § 3617.

51. Ms. Plumey is an “aggrieved person” as defined in 42 U.S.C. § 3602(i), and has suffered damages as a result of Defendant’s discriminatory conduct.

52. Defendant’s discriminatory conduct was intentional, willful, and taken in reckless disregard of the rights of Ms. Plumey.

PRAYER FOR RELIEF

WHEREFORE, the United States prays for relief as follows:

- a. Declare that Defendant violated the Fair Housing Act, 42 U.S.C. §§ 3601-3619;
- b. Enjoin Defendant, his agents, employees, and successors, and all other persons in active concert or participation with him, from:
 - i. Engaging in discrimination on the basis of sex in any aspect of the rental or lease of a dwelling;

- ii. Engaging in discrimination on the basis of sex in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith;
 - iii. Stating any preference, limitation, or discrimination on the basis of sex;
 - iv. Coercing, intimidating, threatening, or interfering with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights granted or protected by 42 U.S.C. § 3604(a);
 - v. Failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, Ms. Plumey to the position she would have been in but for the discriminatory conduct; and
 - vi. Failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future;
- c. Award monetary damages to Ms. Plumey, pursuant to 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1); and
- d. Any other legal and equitable relief that the Court finds to be just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated January 23, 2023.

COLE FINEGAN
United States Attorney

s/ Jennifer R. Lake

Jennifer R. Lake

Zeyen J. Wu

Assistant United States Attorneys

1801 California Street, Suite 1600

Denver, CO 80202

Telephone: (303) 454-0100

Fax: (303) 454-0411

jennifer.lake@usdoj.gov

zeyen.wu@usdoj.gov

Attorneys for the United States