

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by the United States of America, and the Estate of Vernon C. Morgan, Jr. and the Personal Representative of the Estate, Wayne Howard (“Defendant”).

BACKGROUND

1. On December 7, 2022, the United States Department of Housing and Urban Development (“HUD”) issued a Charge of Discrimination that alleged violations of Sections 804(a)-(c), and 818 of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3604(b)-(c), 3617. The Charge, the subject property of which is 1415 83rd Avenue, Greeley, Colorado (“Subject Property”), alleged that Vernon C. Morgan, Jr. made statements discriminating on the basis of sex and subjected the complainant to unwelcome harassment because of sex. The Charge also alleged that Morgan interfered with the complainant’s fair housing rights when he forced the complainant to vacate the Subject Property.

2. The complainant made a timely election to have the claims asserted in the Charge decided in federal court. Accordingly, the matter was referred to the Department of Justice and a Complaint was filed in federal district court for the District of Colorado on January 23, 2023. *United States v. Estate of Vernon C. Morgan, Jr.*, Civil Action No. 23-cv-00199-CNS-MEH (D. Colo.).

3. Morgan passed away on March 5, 2023, and is now represented by his estate. The parties agree that, to conserve time and expense, this case should be resolved without further litigation. Therefore, without a trial or adjudication on the merits, the parties have consented to this Settlement Agreement, as indicated by the signatures appearing below. The signing of this Settlement Agreement by Defendant does not constitute an admission of any violation of the Fair Housing Act by Morgan, Defendant, or any of Defendant’s agents.

TERMS OF SETTLEMENT

4. Defendant shall pay the complainant thirty-eight thousand dollars (\$38,000) in compensation for the damages the complainant asserts she suffered. This payment shall be made within thirty (30) days of the effective date of this Settlement Agreement by electronic funds transfer. The complainant shall provide instructions for the electronic fund transfer to Defendant within seven (7) days of the effective date of this Settlement Agreement.

5. In consideration of this Settlement Agreement, the complainant hereby releases all FHA claims that she may have against Defendant based on all facts relating to the complainant's tenancy at the Subject Property, and the complainant agrees to forego proceeding with this matter in federal court as set forth in 42 U.S.C. § 3612(o).

6. In consideration of this Settlement Agreement, the United States agrees to dismiss *United States v. Estate of Vernon C. Morgan, Jr.*, Civil Action No. 23-cv-00199-CNS-MEH (D. Colo.), with prejudice.

7. This Settlement Agreement is a voluntary and full settlement of the Charge. The parties affirm that they have read and fully understand the terms of this Settlement Agreement.

8. This Settlement Agreement shall be binding upon all parties to this Settlement Agreement and their respective employees, heirs, representatives, successors, and assigns and all others acting in concert with them.

9. The United States and Defendant shall each bear their own costs and attorneys' fees.

10. The effective date of this Settlement Agreement shall be the date upon which the last party listed below has signed.

11. This Settlement Agreement constitutes the entire agreement between the parties on the matters addressed herein.

12. This Settlement Agreement may be modified only by a writing signed by the parties hereto.

13. This Settlement Agreement may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.


14. Each signatory warrants that he or she is competent and possesses the full and complete authority to covenant to this Settlement Agreement on behalf of the party that he or she represents.

FOR THE UNITED STATES:

COLE FINEGAN
United States Attorney

JENNIFER LAKE Digitally signed by
JENNIFER LAKE
Date: 2023.08.18
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 Digitally signed
by ZEYEN WU
Date: 2023.08.17
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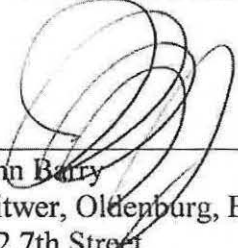
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PERSONAL REPRESENTATIVE FOR THE ESTATE OF VERNON MORGAN, JR.:

Wayne A Howard
Wayne Howard

Date: 8/16/2023

APPROVED BY COUNSEL FOR PERSONAL REPRESENTATIVE:



John Barry
Witwer, Oldenburg, Barry & Groom LLP
822 7th Street
Suite 760
Greeley, Colorado 80631

Date: 8-16-2023

RELEASE

In exchange for the relief the United States of America has obtained in its claim on my behalf in the lawsuit captioned *United States of America v. Estate of Vernon C. Morgan, Jr.*, Civil Action No. 23-cv-00199-CNS-MEH (D. Colo.), including compensation in the amount of \$38,000, Yvette Plumey hereby releases the Estate of Vernon C. Morgan, Jr., and Personal Representative of the Estate, Wayne Howard, from all related claims arising on or before the date of my signature below under federal, state, and local civil rights law, including but not limited to claims under the Fair Housing Act, relating to Vernon C. Morgan, Jr.'s alleged harassment based on sex of Ms. Plumey, occurring on or before the date signed below.

Date

Yvette Plumey