

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

**METROPOLITAN FAIR  
HOUSING COUNCIL OF  
OKLAHOMA, INC., et al.,**

**Case 5:15-cv-01331-HE  
(Consolidated Number)**

**Plaintiffs,**

**vs.**

**WALTER RAY PELFREY, etc.,  
et al.,**

**Defendants.**

**Case No. 5:17-cv-00393-HE**

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**ANDRIA COLLINS, et el.,**

**Plaintiffs,**

**vs.**

**WALTER RAY PELFREY, etc.,  
et al.,**

**Defendants.**

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**CONSENT DECREE**

These consolidated actions were brought by plaintiffs Metropolitan Fair Housing Council of Oklahoma, Inc., Raquel Hall-Hubbard, Darnell Jackson, Myeisha Jones, Sereeta Walter, Sharita Wiley, Andria Collins and Maeisha Pennon against defendants Walter Ray Pelfrey, individually, as Trustee of the W. Ray

Pelfrey Revocable Trust dated March 1, 2002, and dba Pelfrey Rentals; Omega Enterprises, LLC; Pelfrey Investments Company, LLC, and Rosemarie Pelfrey, individually, and as trustee of the Rosemarie Pelfrey Revocable Trust dated March 1, 2002, alleging that defendants and their agents violated the federal Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, and related Oklahoma laws by engaging in a pattern or practice of sexual harassment of female residents of residential dwellings owned and/or managed by defendants in Oklahoma City and the surrounding area. (ECF 1; Case CIV-17-0393-HE, ECF 1.) Defendants have denied all material allegations in the complaints.

The parties have agreed that in order to avoid protracted and costly litigation, the controversy should be resolved without a trial, and therefore have consented to entry of this consent decree. By entering into this consent decree, defendants make no admission of liability or wrongdoing in connection with the allegations and claims made by plaintiffs.

It is hereby ordered, adjudged and decreed that:

***A. Monetary Payments***

1. Defendants shall pay the sum of eight hundred thousand dollars (\$800,000.00) in full and final payment of all claims by plaintiffs for damages and attorneys' fees and costs in these actions pursuant to the following payment schedule, subject to the provisions of paragraph 3 herein:

- a. A payment of twenty-five thousand dollars (\$25,000.00) by December 1, 2017, or within 24 hours of [1] delivery to defendants' attorneys of plaintiffs' signatures upon the mutual release and [2] execution by counsel of this consent decree and the joint motion for entry of this consent decree authorizing their filing with the district court, whichever date is later;
- b. No later than February 1, 2018, a payment of twenty-five thousand dollars (\$25,000.00);
- c. No later than November 1, 2018, a payment of three hundred fifty thousand dollars (\$350,000.00); and,
- d. No later than May 1, 2019, a payment of four hundred thousand dollars (\$400,000.00).

2. Each payment shall be delivered to Brancart & Brancart, 8205 Pescadero Road, Loma Mar, CA 94021 in the form of checks made payable to the Attorney-Client Trust Account of Brancart & Brancart. In the alternative, arrangements may be made for the wiring of those payments to that trust account.

3. To the extent that any defendant sells or seeks to sell commercial real property in connection with the payment of these sums, that defendant shall –

- a. Retain a licensed real estate professional to facilitate the sale;

- b. Notify plaintiffs' counsel in writing of the retention and identity of that licensed real estate professional retained for that purpose;
- c. Notify plaintiffs' counsel in writing of acceptance of an offer to purchase or the opening of escrow to consummate the purchase of that property, whichever occurs first;
- d. Notify plaintiffs' counsel in writing of the escrow company, if any, employed to facilitate the sale and purchase of commercial real property; and,
- e. Pay to plaintiffs -- in a sum not to exceed the sum then owing under the terms of this consent decree -- the proceeds obtained from the sale of that commercial real estate within 28 (twenty-eight) days of the receipt of those proceeds by any defendant or that defendant's agents, deducting from those proceeds:
  - reasonable and customary transaction costs;
  - the actual cost of property taxes and insurance premiums related to all of defendants' real properties, including any interest or penalties, that may be due and owing; and,
  - debt secured by the sold property, such as a mortgage payoff.

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***B. Mutual Release & Dismissal***

4. Plaintiffs and defendants shall execute a mutual release indicating that this decree constitutes a full and final settlement of any and all claims that each has related to these actions, including complaints filed with any governmental agency, such as the Attorney General of the State of Oklahoma and the United States Department of Housing and Urban Development. Each mutual release shall include all known and unknown claims. These actions may be closed during the duration of this decree, subject to the terms herein and reserving jurisdiction for purposes of enforcement or modification of this consent decree. These actions shall be dismissed with prejudice upon expiration of the term of this consent decree.

***C. Equitable Terms***

5. Defendants, their owners, officers, managers, agents and employees shall comply with the following terms:
- a. Effective immediately upon entry of this consent decree, defendant Walter Ray Pelfrey shall cease and desist from any contact or communication with any person occupying or seeking to occupy a rental dwelling managed or operated by any defendant, including any control or authority over any person's tenancy, or any conduct or responsibility that may cause him to have contact with any person

who occupies or seeks to occupy a rental dwelling owned, managed, operated or controlled by any defendant.

b. Each defendant, individually or acting through that defendant's agents, shall:

(1) Within twenty-eight (28) days of entry of this consent decree, adopt a written policy prohibiting discrimination, including sexual harassment. That policy shall state that conduct in violation of the policy will be grounds for immediate termination;

(2) Within twenty-eight (28) days of entry of this consent decree, post a copy of the HUD fair housing poster (HUD form 928) inside each vacant dwelling owned, operated, managed or controlled by any defendant, such as inside a closet door or cabinet door or within such dwelling place a copy of that poster in a conspicuous location, such as on the kitchen table; or in connection with the inspection or application to rent any such dwelling, provide each prospective tenant with a copy of the HUD fair housing pamphlet (HUD form 903.1 or 1686-1-FHEO); and shall continue to post a copy of that poster at defendants' rental office in a conspicuous location where it may

be seen by members of the public, as required by 24 C.F.R. Part 110;

(3) Within twenty-eight (28) days of entry of this consent decree, provide each existing household occupying a dwelling owned, operated, managed or controlled by defendants with a copy of the HUD fair housing pamphlet (HUD form 903.1 or 1686-1-FHEO);

(4) Within twenty-eight (28) days of entry of this consent decree, commence providing , at the start of tenancy or residency, each household newly occupying a dwelling owned, operated, managed or controlled by any defendant with a copy of the HUD fair housing pamphlet (HUD form 903.1 or 1686-1-FHEO);

(5) Within one hundred twenty (120) days of entry of this consent decree, require, and pay for, every employee, officer, official or contractor involved in the management or operation of any rental dwelling owned, operated, managed or controlled by any defendant to attend annual fair housing training. Any new agent or employee involved in the management or operation of any residential rental property owned, operated,

managed or controlled by defendants must attend fair housing training within one hundred twenty (120) days of the start of his or her employment or agency;

(6) Maintain records demonstrating compliance with each of these provisions under paragraphs (5)(b)(1) - (5)(b)(5), including certificates of attendance of fair housing training prescribed in paragraph (5)(b)(5), and make those records available for inspection upon reasonable written request made through counsel by Metropolitan Fair Housing Council of Oklahoma or a governmental agency. Each defendant shall be deemed in compliance with this provision if any defendant maintains, as kept in the ordinary course of business, copies of records customarily generated in the course of their business in connection with the rental of dwellings and the paragraph 5(b)(5) training attendance certificates; and,

(7) To the extent that any defendant – as of November 14, 2017 – has in that defendant’s possession, custody or control any personal property of any plaintiff, that defendant shall cooperate with plaintiffs – through counsel – in establishment and execution of a reasonable procedure for the identification,



retrieval, and return of that personal property, as is, to plaintiffs.

By this provision, no defendant warrants that it retains any such property, or the condition of that property.

- d. Each defendant shall certify that defendant's compliance with the terms of this consent decree in the form of a letter sent on each anniversary date of the entry of this consent decree to Metropolitan Fair Housing Council of Oklahoma, 312 Northeast 28th Street, Suite 112, Oklahoma City, OK 73105; Fax: (405) 232-5119, with the first certificate sent ninety (90) days after entry of this consent decree, stating:

I, \_\_\_\_\_, [individually or on behalf of \_\_\_\_\_ ] hereby certify compliance with the provisions of the consent decree entered in *Metropolitan Fair Housing Council of Oklahoma, Inc., et al. v. Walter Ray Pelfrey, etc., et al.*, Consolidated Case Nos. CIV-15-1331-HE and CIV-17-393-HE, during the period between [date] and [date].

***D. No Contact***

6. With the exception of Metropolitan Fair Housing Council of Oklahoma, the parties to these actions, and each of them, agree to not seek to

contact any other party, including businesses owned or operated by any other party.

***E. Enforcement***

7. The district court shall retain jurisdiction over these actions and its parties for the duration of this consent decree for the purpose of enforcing and modifying its terms. This consent decree shall be in effect for a period of five (5) years from its date of entry, after which these actions shall be deemed dismissed with prejudice without any further action by the parties or the district court

**IT IS SO ORDERED.**

Dated this 7th day of December, 2017.

  
\_\_\_\_\_  
JOE HEATON  
CHIEF U.S. DISTRICT JUDGE

Approved as to content and form,

*/s/ Christopher Brancart*

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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF OKLAHOMA**

**METROPOLITAN FAIR )  
HOUSING COUNCIL OF )  
OKLAHOMA, INC., RAQUEL )  
HALL-HUBBARD, DARNELL )  
JACKSON, MYEISHA JONES, )  
SADA RAILBACK, DESTINY )  
SMITH, SEREETA WALTER, )  
TAMIEKA WALTER, and )  
SHARITA WILEY, )**

**Plaintiffs,**

**vs.**

**WALTER RAY PELFREY, )  
individually, as trustee of W. Ray )  
Pelfrey and Rosemarie Pelfrey )  
Revocable Trust, W. Ray Pelfrey )  
Revocable Trust dated March 1, )  
2002, and dba Pelfrey Rentals; )  
OMEGA ENTERPRISES, LLC; )  
PELFREY INVESTMENTS )  
COMPANY, LLC, and )  
ROSEMARIE PELFREY, )  
individually, and as trustee of the )  
Rosemarie Pelfrey Revocable )  
Trust dated March 1, 2002, )**

**Defendants.**

**Case No.** CIV-15-1331-HE

**JURY TRIAL DEMANDED**

**COMPLAINT**

**I. INTRODUCTION**

1. Plaintiffs – former tenants and a local fair housing agency – sue landlords Walter Ray and Rosemarie Pelfrey, husband and wife, and their various

business entities for discrimination, harassment and retaliation in violation of the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, and related state statutes.

## **II. JURISDICTION AND VENUE**

2. Jurisdiction is conferred on this Court by 28 U.S.C. § 1331 and 42 U.S.C. § 3613 in that the claims alleged herein arise under the Fair Housing Act. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 to hear and determine plaintiffs' state law claims because those claims are related to plaintiffs' federal law claim and arise out of a common nucleus of related facts, forming part of the same case or controversy under Article III of the United States Constitution.

3. Venue is proper under 28 U.S.C. § 1391 in that the claims alleged herein arose within the Western District of Oklahoma.

## **III. PARTIES**

4. Plaintiff Metropolitan Fair Housing Council of Oklahoma, Inc. (Fair Housing Council) is a nonprofit corporation organized under the laws of the State of Oklahoma with its principal place of business located at 1500 Northeast 4th Street, Suite 204, in Oklahoma City. The Fair Housing Council's mission is to encourage equal access to housing opportunities throughout Oklahoma for all people without regard to age, race, sex, income, religion, national origin, disability or sexual orientation. Pursuant to that mission, the Fair Housing Council seeks

the elimination of all forms of illegal housing discrimination, including sexual harassment. To advance that goal and promote its mission, the Fair Housing Council (1) investigates allegations of discrimination or harassment, (2) counsels victims of discrimination about their fair housing rights, (3) takes steps to counteract the effects of discrimination or harassment, and (4) provides education and outreach to the community regarding fair housing.

5. Each of the individual plaintiffs – Raquel Hall-Hubbard, Darnell Jackson, Myeisha Jones, Sada Railback, Destiny Smith, Sereeta Walter, Tamieka Walter, and Sharita Wiley – is a former tenant of defendants.

6. Defendant Walter Ray Pelfrey (Pelfrey), commonly known as Ray Pelfrey, owns and operates dozens of rental dwellings throughout the Western District of Oklahoma. Pelfrey serves as trustee of the W. Ray Pelfrey and Rosemarie Pelfrey Revocable Trust and of the W. Ray Pelfrey Revocable Trust dated March 1, 2002. These trusts hold title to Pelfrey's rental dwellings, though he remains the beneficial owner and controls the dwellings in his capacity as trustee.

7. Pelfrey operates his rental dwellings through one of two entities, defendant Pelfrey Investments Company, LLC, or defendant Omega Enterprises, LLC. Pelfrey is the managing member of Pelfrey Investments and Omega

Enterprises. Accordingly, Pelfrey is sued by plaintiffs in his capacities as an individual, a managing member and a trustee.

8. Defendant Rosemarie Pelfrey is the trustee of the Rosemarie Pelfrey Revocable Trust Dated March 1, 2002, which holds title to certain dwellings rented, purchased or occupied by one or more persons whom Walter Ray Pelfrey sexually harassed. Rosemarie Pelfrey also owns an interest in the real estate trusts established for the benefit of Walter Ray Pelfrey and Rosemarie Pelfrey. She participates in the operation of defendants' rental dwelling business. Accordingly, Rosemarie Pelfrey is sued in her capacities as an individual and trustee.

9. Walter Ray Pelfrey and Rosemarie Pelfrey, husband and wife, jointly own, manage and operate the rental dwellings at the center of this action. Each participates in the management or operation of their rental dwellings. Each shares a beneficial interest in their joint real estate trusts or limited liability companies. Each acts as the agent and principal of the other. Accordingly, they are each jointly and severally liable for the unlawful conduct alleged in this complaint.

## **IV. FACTS**

### **A. Introduction**

10. Since at least 2008, Walter Ray Pelfrey has discriminated against his female tenants on the basis of sex, subjecting them to severe, pervasive, and

unwelcome sexual harassment, including:

- a. Making unwelcome sexual comments and unwelcome sexual advances to female tenants, including plaintiffs;
- b. Subjecting female tenants, including plaintiffs, to unwanted sexual touching;
- c. Conditioning or offering tangible housing benefits – such as rent forgiveness, late fee withdrawal, dismissal of evictions, payment of utilities or access to housing – in exchange for sexual acts by female tenants, including plaintiffs;
- d. Entering the dwellings of female tenants, including plaintiffs, without notice or permission;
- e. Taking adverse housing actions, or threatening to take such actions, against female tenants including plaintiffs who have not granted or would not continue to grant sexual favors; and,
- f. Seizing the personal property of female tenants and their children, including plaintiffs, in retaliation for their failure or refusal to provide sexual favors.

11. Since at least 2008, Pelfrey has engaged in a pattern or practice of discrimination, targeting younger, mostly poor, African American, single women



and mothers with children for sexual harassment. He targets this group of tenants, exploiting their vulnerability, to demand or extract sexual favor from them.

12. Since at least 2008, Pelfrey has used his position as a trustee of various real estate trusts and as the managing member of Pelfrey Investments and Omega Enterprises to advance his pattern or practice of discrimination, harassment and retaliation against his female tenants, including plaintiffs. Pelfrey exploits the legal protection afforded his trusts and limited liability companies to leverage his authority over his victims and shield himself from personal responsibility for his unlawful conduct. During this same time period, each defendant knew that Pelfrey engaged in unlawful conduct and abused his authority as a landlord, trustee, or managing member, but each other defendant failed or refused to stop Pelfrey.

### **B. Individual Plaintiffs**

13. Plaintiff Raquel Hall-Hubbard, 29, an African American woman, rented a house from Pelfrey in 2015, which she occupied with her three minor children, ages 7, 9, and 10. During her tenancy, Pelfrey sexually harassed Hall-Hubbard. He stalked Hall-Hubbard at her work, made explicit, unwelcome and demeaning sexual remarks to Hall-Hubbard, offered and demanded to exchange rent for sexual favors, and sued to evict Hall-Hubbard after she rebuffed his advances. Hall-Hubbard petitioned in October 2015 for a victim protective order

to restrain Pelfrey.

14. Plaintiff Darnell Jackson, 41, an African American woman, was employed by Pelfrey as a residential property manager in 2013 and 2014. During that same period, Jackson also rented a house from Pelfrey. During her tenancy, Pelfrey sexually harassed Jackson. He repeatedly contacted Jackson outside of work and at her home, making unwelcome, demeaning sexual remarks to Jackson and demanding sexual favors. Jackson quit, vacated her home and, in 2014, filed a complaint against Pelfrey with the Oklahoma Office of the Attorney General.

15. Plaintiff Myeisha Jones, 35, an African American woman, rented houses from Pelfrey between 2011 and 2015, which she occupied, at various times, with her then minor children, today ages 10 and 18. During those tenancies, Pelfrey sexually harassed Jones. He made unwelcome sexual remarks to Jones and offered and demanded to exchange rent for sexual favors. He also made derogatory and demeaning statements to Jones in the presence of other persons, including racial and sexual references. As recently as 2015, Pelfrey entered Jones' bedroom at night without notice or permission; shocked and frightened, Jones ordered him to leave. In retaliation, Pelfrey sued to evict Jones and then seized her personal property, including her children's possessions. Pelfrey failed to follow proper procedure or provide proper notice to Jones regarding the seizure

and disposition of her property. Jones filed a complaint against Pelfrey with the Fair Housing Council in 2015.

16. Plaintiff Sada Railback, 25, an African American woman, rented houses and apartments from Pelfrey between at least 2010 and 2013, which she occupied at various times with her minor children. During those tenancies, Pelfrey sexually harassed Railback. Pelfrey demanded sexual favors from Railback and attempted to enter her home without proper notice or permission. He also made derogatory and demeaning statements to Railback in the presence of other persons, including racial and sexual references. He offered to exchange rent for sex and access to housing in exchange for sex. After Railback rejected Pelfrey's demands and offers, Pelfrey ousted her from her home by seizing her personal property. Pelfrey failed to follow proper procedure or provide proper notice to Railback regarding the seizure and disposition of her property. Railback filed a complaint against Pelfrey with the Fair Housing Council in 2015.

17. Plaintiff Destiny Smith, 37, an African American woman, rented a house from Pelfrey in 2014, which she occupied with her minor daughter, age 10. During her tenancy, Pelfrey sexually harassed Smith. Pelfrey made unwelcome, sexual remarks to Smith, including an offer to exchange sex for rent. He also implied that the return of her security deposit depended on Smith's willingness to

grant sexual favors to Pelfrey. Smith filed a complaint against Pelfrey with the Oklahoma Office of the Attorney General in 2015.

18. Plaintiff Sereeta Walter, 31, an African American woman, rented a house from Pelfrey between 2012 and 2014, which she occupied with her six minor children. During her tenancy, Pelfrey sexually harassed Walter. Pelfrey grabbed her breast, made unwelcome, sexual remarks and demands to Walter, and offered to accept sexual favors in lieu of rent. He also made derogatory and demeaning statements to Walter in the presence of other persons, including racial and sexual references. Walter filed a complaint against Pelfrey with the Fair Housing Council in 2015.

19. Plaintiff Tamiaka Walter, 29, an African American woman, sought to rent a dwelling from Pelfrey in 2014. During the course of her inspection of a vacant dwelling, Pelfrey sexually harassed Walter. He made unwelcome, sexual remarks to Walter and engaged in unwanted sexual touching. Walter filed a complaint with the police in 2014.

20. Plaintiff Sharita Wiley, 23, an African American woman, rented a house from Pelfrey in 2014, which she occupied with her family, including her two minor children, ages four and six. During her tenancy, Pelfrey sexually harassed Wiley. He grabbed her buttocks, made unwelcome, sexual remarks to

Wiley, offered and demand that Wiley exchange sex for rent, and threatened to enter Wiley's bedroom without permission. He also made derogatory and demeaning statements to Wiley in the presence of other persons, including racial and sexual references. After Wiley rebuffed his advances, Pelfrey sued to evict Wiley. While the eviction was pending, Pelfrey accepted rent from Wiley but demanded sexual favors too. When Wiley refused to provide sexual favors, Pelfrey evicted her and her family and seized their personal property, including her children's possessions. Pelfrey failed to follow proper procedure or provide proper notice to Wiley regarding the disposition of her property. Wiley filed a complaint with the Fair Housing Council in 2015.

### **C. Other Victims**

21. The Fair Housing Council and its counsel have conducted an extensive investigation of defendants' rental practices. That investigation revealed that Pelfrey engages in a pattern or practice of sexual harassment, targeting poor, female tenants and exploiting their economic vulnerability to demand or extract sexual favors from them. Among the witnesses corroborating plaintiffs' allegations are the following victims:

- a. A female former tenant who rented a dwelling from defendants in 2011. During her tenancy, Pelfrey invited her to swim naked

in his pool and grabbed her buttocks while she paid her rent.

- b. A female former tenant who rented a dwelling from defendants in 2012. During her tenancy, Pelfrey made derogatory and demeaning statements regarding female tenants, including sexual references.
- c. A female former tenant who started renting a dwelling from defendants in 2012. During her tenancy, Pelfrey made derogatory and demeaning statements regarding female tenants, including sexual references, and demanded oral sex in lieu of rent.
- d. A female former tenant who rented a dwelling from defendants in 2014. During her tenancy, Pelfrey demanded oral sex, made derogatory and demeaning sexual references, and put his hands up her shorts and down her shirt.
- e. A female former tenant who rented a dwelling from defendants between 2005 and 2009. During her tenancy, Pelfrey made derogatory and demeaning statements, including sexual reference to her.

- f. A female former tenant who occupied a dwelling owned by defendants between 2009 and 2015. During her residence, Pelfrey threatened to have this tenant jailed unless she repaid a loan to Pelfrey in cash and sexual favors, forcing this tenant to acquiesce in order to save her home.
- g. A female former tenant who rented a dwelling from defendants in 2014. During her tenancy, Pelfrey made demands that she exchange sex for rent. When she refused, Pelfrey evicted her.
- h. A female former tenant who rented a dwelling from defendants between 2012 and 2014. During her tenancy, Pelfrey entered her dwelling without notice or permission, made derogatory and demeaning statements, including racial and sexual references, and demanded that she exchange sexual favors. When she refused, Pelfrey evicted her.

#### **D. Fair Housing Council**

22. The Fair Housing Council initiated its investigation of Pelfrey's rental practices in response to a tenant complaint in November 2014. Since then, the Fair Housing Council has expended significant resources in an effort to counteract defendants' unlawful practices, including counseling defendants' victims,

providing victims with information to educate them about their fair housing rights, and distributing fair housing literature to households occupying dwellings owned or operated by defendants.

**E. Prior Complaints Accusing Pelfrey of Sexually Harassing His Female Tenants.**

23. Defendants have known since at least 2009 that Pelfrey's conduct violates the Fair Housing Act. In 2009, Kellie Richey filed a complaint of housing discrimination against Pelfrey with the Oklahoma Human Rights Commission, alleging that Pelfrey sexually harassed Richey in violation of the Fair Housing Act during the period that she had rented a dwelling from Pelfrey. One year later, in 2010, Ashley Lambert filed a complaint of housing discrimination against Pelfrey with the Commission, alleging that Pelfrey discriminated against Lambert in violation of the Fair Housing Act based on sex and race (African American) during the period that she had rented a dwelling from Pelfrey.

24. In 2015, the Oklahoma Office of the Attorney General sued Walter Ray Pelfrey in the state district court in *State of Oklahoma, ex rel., E. Scott Pruitt, Attorney General Of Oklahoma v. Walter Ray Pelfrey, Omega Enterprises, L.L.C., and W. Ray Pelfrey and Rosemarie Pelfrey Revocable Trust*, case CJ-2015-1074, alleging that Pelfrey, individually and through his various business entities,



sexually harassed his African American female tenants in violation of the Oklahoma Anti-Discrimination Act, 25 O.S. §§ 1101 *et seq.*

### **F. Injuries**

25. As a result of defendants' unlawful acts or practices, each individual plaintiff suffered emotional distress, including humiliation, mental anguish, and attendant bodily injury, violation of their civil rights, loss of dignity, embarrassment and other personal or bodily injuries. Each individual plaintiff also suffered an invasion of their private right of occupancy, depriving each of them of the full use and enjoyment of their dwellings, loss of important housing opportunities and, for some, the conversion of their personal property. Accordingly, each individual plaintiff is entitled to compensatory damages under the Fair Housing Act, 42 U.S.C. § 3613(c) and their supplemental state law claims.

26. Defendants' unlawful acts and practices also injured the Fair Housing Council by frustrating its mission to ensure that decent rental housing is made available to all persons without discrimination, harassment or retaliation, and caused the Fair Housing Council to divert its scarce resources to counteract defendants' discriminatory and unlawful practices. Accordingly, the Fair Housing Council is entitled to compensatory damages under the Fair Housing Act, 42 U.S.C. § 3613(c).

27. Defendants committed the discriminatory housing practices alleged in this complaint with oppression, fraud and malice, and with wanton and conscious or reckless disregard for the federally protected rights of each plaintiff. Accordingly, each plaintiff is entitled to punitive damages under the Fair Housing Act, 42 U.S.C. § 3613(c).

28. There now exists an actual controversy between the parties regarding their rights and duties under the Fair Housing Act. Accordingly, each plaintiff is entitled to declaratory relief under the Fair Housing Act, 42 U.S.C. § 3613(c) and Rule 57 of the Federal Rules of Civil Procedure.

29. Unless enjoined, defendants will continue to engage in the pattern or practice of discrimination, harassment, and retaliation described in this complaint. Plaintiffs have no adequate remedy at law. They are now suffering and will continue to suffer irreparable injury as a result of defendants' pattern or practice of discrimination, harassment, and retaliation unless relief is provided by this Court. Accordingly, each plaintiff is entitled to injunctive relief under the Fair Housing Act, 42 U.S.C. § 3613(c), and Rule 65 of the Federal Rules of Civil Procedure.

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## V. CLAIMS

### A. First Claim: Fair Housing Act

30. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

31. Defendants, individually and through their agents, injured each plaintiff by committing one or more of the following discriminatory housing practices in violation of the Fair Housing Act:

- a. Making unavailable or denying a dwelling to any person because of sex or race or both, in violation of 42 U.S.C. § 3604(a);
- b. Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex or race or both, in violation of 42 U.S.C. § 3604(b);
- c. Making or causing to be made any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sex or race or both, in violation of 42 U.S.C. § 3604(c);

- d. Representing to any person because of sex or race that any dwelling is not available for inspection or rental when such dwelling is in fact so available, in violation of 42 U.S.C. § 3604(d);
- e. Engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of sex or race, in violation of 42 U.S.C. § 3605; or,
- f. 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 his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected under the Fair Housing Act, in violation of 42 U.S.C. § 3617.

32. Each plaintiff is an aggrieved person under the Fair Housing Act, 42 U.S.C. § 3602; therefore, each plaintiff is entitled to monetary, declaratory and injunctive relief under the Fair Housing Act, 42 U.S.C. § 3613.

**B. Second Claim: Unlawful Entry**

- 33. Plaintiffs reallege and incorporate by reference each paragraph

previously alleged in this complaint.

34. Defendants, individually or through their agents, injured Myeisha Jones, Sada Railback, and Sharita Wiley by unlawful entry, lawful entry in an unreasonable manner, or repeated unreasonable demands for entry of plaintiffs' dwellings in violation of 41 O.S. § 124; therefore Jones, Railback, and Wiley are entitled to damages pursuant to 41 O.S. § 124 and 23 O.S. §§ 3-5 and 61.

**C. Third Claim: Wrongful Removal or Exclusion**

35. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

36. Defendants, individually or through their agents, injured Myeisha Jones, Sada Railback, and Sharita Wiley by wrongfully removing or excluding them from their dwellings in violation of 41 O.S. § 123; therefore Jones, Railback, and Wiley are entitled to damages pursuant to 41 O.S. § 123 and 23 O.S. § 71.

**D. Fourth Claim: Invasion of Private Right of Occupancy**

37. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

38. Defendants, individually or through their agents, injured each individual plaintiff by invading her private right of occupancy, including her personal and familial privacy, and breaching the covenant of quiet enjoyment in

violation of 41 O.S. § 118 and 23 O.S. § 25; therefore each individual plaintiff is entitled to damages pursuant to 23 Okl Stat. Ann. §§ 3-5 and 61.

**E. Fifth Claim: Invasion of Privacy**

39. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

40. Defendants, individually or through their agents, injured each individual plaintiff by invading her privacy in violation of 21 O.S. § 839.2, 76 O.S. §§ 1, 6; therefore each individual plaintiff is entitled to damages pursuant to 23 Okl Stat. Ann. §§ 3-5 and 61.

**F. Sixth Claim: Defamation**

41. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

42. Defendants, individually or through their agents, injured Myeisha Jones, Sada Railback, Sereeta Walter, and Sharita Wiley by defaming them in violation of 76 O.S. § 7; therefore, Jones, Railback, Walter, and Wiley are entitled to damages pursuant to 23 Okl Stat. Ann. §§ 3-5, and 61.

**F. Seventh Claim: Conversion**

43. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

44. Defendants, individually or through their agents, injured Myeisha Jones, Sada Railback, and Sharita Wiley by converting their personal property in violation of 41 O.S. §§ 133, 134 and 42 O.S. § 91; therefore, Jones, Railback, and Wiley are entitled to damages pursuant to 23 O.S. § 64.

#### **G. Ninth Claim: Negligence**

45. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

46. Defendant Rosemarie Pelfrey injured each individual plaintiffs by her want of ordinary care or skill in the management of her property or her agents in violation of 76 O.S. § 5; therefore, each individual plaintiff is entitled to damages pursuant to 23 Okl Stat. Ann. §§ 3-5, 61 and 94.

#### **VI. RELIEF**

WHEREFORE, each plaintiff prays for entry of a judgment against defendants and each of them that:

1. Awards compensatory damages pursuant to plaintiffs' federal and state law claims;
2. Awards punitive damages pursuant to plaintiffs' federal law claim;
3. Declares that each defendant has violated the Fair Housing Act and related state statutes;

4. Enjoins all unlawful practices alleged in this complaint and imposes affirmative injunctive relief requiring defendants, their contractors, agents, employees, assignees, and any other person acting in concert or participating with them to take affirmative action to provide equal housing opportunities to all tenants and prospective tenants without regard to sex or race;

5. Awards costs of suit, including reasonable attorneys' fees; and,

6. Awards all such other relief as the Court deems just.

### VII. JURY DEMAND

Plaintiffs demand trial by jury.

\* \* \*

Dated: December 4, 2015.

Respectfully submitted,

BRANCART & BRANCART

GREEN, JOHNSON, MUMINA &  
D'ANTONIO

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Attorneys for Plaintiffs



**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF OKLAHOMA**

**ANDRIA COLLINS and )  
MAEISHA PENNON, )**

**Plaintiffs, )**

**vs. )**

**Case No. CIV-17-393-M**

**WALTER RAY PELFREY, )  
individually, as trustee of W. Ray )  
Pelfrey and Rosemarie Pelfrey )  
Revocable Trust, W. Ray Pelfrey )  
Revocable Trust dated March 1, )  
2002, Rosemarie Pelfrey )  
Revocable Trust dated March 1, )  
2002, and dba Pelfrey Rentals; )  
OMEGA ENTERPRISES, LLC; )  
PELFREY INVESTMENTS )  
COMPANY, LLC, and )  
ROSEMARIE PELFREY, )  
individually, and as trustee of the )  
Rosemarie Pelfrey Revocable )  
Trust dated March 1, 2002, )**

**Defendants. )**

\_\_\_\_\_ )

**COMPLAINT; DEMAND FOR JURY TRIAL**

**I. INTRODUCTION**

1. Plaintiffs – former tenants – sue landlords Walter Ray Pelfrey and Rosemarie Pelfrey, husband and wife, and their various business entities for discrimination, harassment and retaliation in violation of the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, and related state statutes.

## **II. JURISDICTION AND VENUE**

2. Jurisdiction is conferred on this Court by 28 U.S.C. § 1331 and 42 U.S.C. § 3613 in that the claims alleged herein arise under the Fair Housing Act. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 to hear and determine plaintiffs' state law claims because those claims are related to plaintiffs' federal law claim and arise out of a common nucleus of related facts, forming part of the same case or controversy under Article III of the United States Constitution.

3. Venue is proper under 28 U.S.C. § 1391 in that the claims alleged herein arose within the Western District of Oklahoma.

## **III. PARTIES**

4. Each of the individual plaintiffs – Andria Collins and Maeisha Pennon – is a former tenant of defendants.

5. Defendant Walter Ray Pelfrey (Pelfrey), commonly known as Ray Pelfrey, owns and operates dozens of rental dwellings throughout the Western District of Oklahoma. Pelfrey serves as trustee of the W. Ray Pelfrey and Rosemarie Pelfrey Revocable Trust, the W. Ray Pelfrey Revocable Trust dated March 1, 2002, and the Rosemarie Pelfrey Revocable Trust, dated March 1, 2002. These trusts hold title to Pelfrey's rental dwellings, though he remains the beneficial owner and controls the dwellings in his capacity as trustee.

6. Pelfrey operates his rental dwellings through one of two entities, defendant Pelfrey Investments Company, LLC, or defendant Omega Enterprises, LLC. Pelfrey is the managing member of Pelfrey Investments and Omega Enterprises. Accordingly, Pelfrey is sued by plaintiffs in his capacities as an individual, a managing member and a trustee.

7. Defendant Rosemarie Pelfrey is the trustee of the Rosemarie Pelfrey Revocable Trust Dated March 1, 2002, which holds title to certain dwellings rented, purchased or occupied by one or more persons whom Walter Ray Pelfrey sexually harassed. Rosemarie Pelfrey also owns an interest in the real estate trusts established for the benefit of Walter Ray Pelfrey and Rosemarie Pelfrey. She participates in the operation of defendants' rental dwelling business. Accordingly, Rosemarie Pelfrey is sued in her capacities as an individual and trustee.

8. Walter Ray Pelfrey and Rosemarie Pelfrey, husband and wife, jointly own, manage and operate the rental dwellings at the center of this action. Each participates in the management or operation of their rental dwellings. Each shares a beneficial interest in their joint real estate trusts or limited liability companies. Each acts as the agent and principal of the other. Accordingly, they are each jointly and severally liable for the unlawful conduct alleged in this complaint.

## IV. FACTS

### A. Introduction

9. Since at least 2008, Walter Ray Pelfrey has discriminated against his female tenants on the basis of sex, subjecting them to severe, pervasive, and unwelcome sexual harassment, including:

- a. Making unwelcome sexual comments and unwelcome sexual advances to female tenants, including plaintiffs;
- b. Subjecting female tenants, including plaintiffs, to unwanted sexual touching;
- c. Conditioning or offering tangible housing benefits – such as rent forgiveness, late fee withdrawal, dismissal of evictions, payment of utilities or access to housing – in exchange for sexual acts by female tenants, including plaintiffs;
- d. Entering the dwellings of female tenants, including plaintiffs, without notice or permission;
- e. Taking adverse housing actions, or threatening to take such actions, against female tenants including plaintiffs who have not granted or would not continue to grant sexual favors; and,
- f. Seizing the personal property of female tenants and their

children, including plaintiffs, in retaliation for their failure or refusal to provide sexual favors.

10. Since at least 2008, Pelfrey has engaged in a pattern or practice of discrimination, targeting younger, mostly poor, African American, single women and mothers with children for sexual harassment. He targets this group of tenants, exploiting their vulnerability, to demand or extract sexual favor from them.

11. Since at least 2008, Pelfrey has used his position as a trustee of various real estate trusts and as the managing member of Pelfrey Investments and Omega Enterprises to advance his pattern or practice of discrimination, harassment and retaliation against his female tenants, including plaintiffs. Pelfrey exploits the legal protection afforded his trusts and limited liability companies to leverage his authority over his victims and shield himself from personal responsibility for his unlawful conduct. During this same time period, each defendant knew that Pelfrey engaged in unlawful conduct and abused his authority as a landlord, trustee, or managing member, but each other defendant failed or refused to stop Pelfrey.

### **B. Collins' Tenancy**

12. Between December 2015 and June 2016, Andria Collins, 35, an African American woman, rented a house on Northwest 86th Street in Oklahoma City, which she occupied with her seven children, ages ranging from 4 to 14 years

old. Collins rented the house in 2015 from the homeowner. In February 2016, Walter Ray Pelfrey appeared at the house and claimed that he was the new homeowner and landlord.

13. Starting shortly after their first meeting, Pelfrey repeatedly appeared at Collin's home without notice, invitation, or reason. His harassment escalated until, in July 2016, he assaulted Collins.

14. One early morning in July 2016, Pelfrey appeared at Collins' house without notice, insisting that Collins accompany Pelfrey to see a new home that she could rent. Pelfrey drove Collins past houses that he claimed to own for rent. He stopped outside one house and invited Collins inside to inspect the interior. Collins entered the house, moving from room to room, with Pelfrey walking behind her. Pelfrey steered Collins toward the last room. Collins saw only a mattress on the floor as she entered the last room. She turned to exit the room, but Pelfrey blocked the door. "I can't get you out of my mind," Pelfrey said, adding two explicit sexual remarks. Pelfrey stepped toward Collins, grabbed her arm, pinched her and said, "I want you." Collins retreated into the room, looking for something to grab to defend herself with. When she turned back toward the doorway, Pelfrey had dropped his shorts, exposing himself. With his short around his ankles, Collins pushed past Pelfrey and ran out of the room.

15. As Collins ran, Pelfrey followed, saying, “You know you want it.” Then Pelfrey stopped, pulled up his shorts, and apologized.

16. Collins reported Pelfrey to the police. Pelfrey retaliated, evicting Collins and her children from their house a week later. Without notice, a sheriff’s deputy appeared at Collin’s home and ordered the family out, while a workman changed the locks. Collins called Pelfrey asking for permission to enter the house to collect her children’s clothing and a few toys. Pelfrey refused.

### **C. Pennon’s Tenancy**

17. Maeisha Pennon, 36, an African American woman, rented a house from Pelfrey from June to December 2015, with her three minor children. Pennon also leased a car from Pelfrey. Three months into Pennon’s tenancy, Pelfrey began to sexually harass Pennon. Pelfrey appeared on several occasions at Pennon’s home without notice, permission or reason.

18. When Pennon fell behind in making payments, Pelfrey’s harassment escalated. He threatened to evict Pennon and her children from their home unless Pennon acquiesced to providing Pelfrey with sexual favors. In December, Pennon asked her boyfriend to join her household. When Pelfrey found out, he increased Pennon’s rent.

19. Pennon had had enough: She told Pelfrey that she would not longer

accept Pelfrey's misconduct, and Pelfrey retaliated. On December 21, 2015, Pelfrey filed an eviction action against Pennon for possession only. Two days later, on December 23, 2015, Pelfrey locked Pennon and her children out of their home and confiscated their possessions. Among the possessions confiscated by Pelfrey were family heirlooms, stored in the family garage, which Pennon's deceased mother had past down to Pennon.

#### **D. Pelfrey's Other Victims**

20. Raquel Hall-Hubbard, 29, an African American woman, rented a house from Pelfrey in 2015, which she occupied with her three minor children, ages 7, 9, and 10. During her tenancy, Pelfrey sexually harassed Hall-Hubbard. He stalked Hall-Hubbard at her work, made explicit, unwelcome and demeaning sexual remarks to Hall-Hubbard, offered and demanded to exchange rent for sexual favors, and sued to evict Hall-Hubbard after she rebuffed his advances. Hall-Hubbard petitioned in October 2015 for a victim protective order to restrain Pelfrey.

21. Darnell Jackson, 41, an African American woman, was employed by Pelfrey as a residential property manager in 2013 and 2014. During that same period, Jackson also rented a house from Pelfrey. During her tenancy, Pelfrey sexually harassed Jackson. He repeatedly contacted Jackson outside of



work and at her home, making unwelcome, demeaning sexual remarks to Jackson and demanding sexual favors. Jackson quit, vacated her home and, in 2014, filed a complaint against Pelfrey with the Oklahoma Office of the Attorney General.

22. Myeisha Jones, 35, an African American woman, rented houses from Pelfrey between 2011 and 2015, which she occupied, at various times, with her then minor children, today ages 10 and 18. During those tenancies, Pelfrey sexually harassed Jones. He made unwelcome sexual remarks to Jones and offered and demanded to exchange rent for sexual favors. He also made derogatory and demeaning statements to Jones in the presence of other persons, including racial and sexual references. As recently as 2015, Pelfrey entered Jones' bedroom at night without notice or permission; shocked and frightened, Jones ordered him to leave. In retaliation, Pelfrey sued to evict Jones and then seized her personal property, including her children's possessions. Pelfrey failed to follow proper procedure or provide proper notice to Jones regarding the seizure and disposition of her property. Jones filed a complaint against Pelfrey with the Fair Housing Council in 2015.

23. Sada Railback, 25, an African American woman, rented houses and apartments from Pelfrey between at least 2010 and 2013, which she occupied at various times with her minor children. During those tenancies, Pelfrey sexually

harassed Railback. Pelfrey demanded sexual favors from Railback and attempted to enter her home without proper notice or permission. He also made derogatory and demeaning statements to Railback in the presence of other persons, including racial and sexual references. He offered to exchange rent for sex and access to housing in exchange for sex. After Railback rejected Pelfrey's demands and offers, Pelfrey ousted her from her home by seizing her personal property. Pelfrey failed to follow proper procedure or provide proper notice to Railback regarding the seizure and disposition of her property. Railback filed a complaint against Pelfrey with the Fair Housing Council in 2015.

24. Destiny Smith, 37, an African American woman, rented a house from Pelfrey in 2014, which she occupied with her minor daughter, age 10. During her tenancy, Pelfrey sexually harassed Smith. Pelfrey made unwelcome, sexual remarks to Smith, including an offer to exchange sex for rent. He also implied that the return of her security deposit depended on Smith's willingness to grant sexual favors to Pelfrey. Smith filed a complaint against Pelfrey with the Oklahoma Office of the Attorney General in 2015.

25. Sereeta Walter, 31, an African American woman, rented a house from Pelfrey between 2012 and 2014, which she occupied with her six minor children. During her tenancy, Pelfrey sexually harassed Walter. Pelfrey

grabbed her breast, made unwelcome, sexual remarks and demands to Walter, and offered to accept sexual favors in lieu of rent. He also made derogatory and demeaning statements to Walter in the presence of other persons, including racial and sexual references. Walter filed a complaint against Pelfrey with the Fair Housing Council in 2015.

26. Tamieka Walter, 29, an African American woman, sought to rent a dwelling from Pelfrey in 2014. During the course of her inspection of a vacant dwelling, Pelfrey sexually harassed Walter. He made unwelcome, sexual remarks to Walter and engaged in unwanted sexual touching. Walter filed a complaint with the police in 2014.

27. Sharita Wiley, 23, an African American woman, rented a house from Pelfrey in 2014, which she occupied with her family, including her two minor children, ages four and six. During her tenancy, Pelfrey sexually harassed Wiley. He grabbed her buttocks, made unwelcome, sexual remarks to Wiley, offered and demand that Wiley exchange sex for rent, and threatened to enter Wiley's bedroom without permission. He also made derogatory and demeaning statements to Wiley in the presence of other persons, including racial and sexual references. After Wiley rebuffed his advances, Pelfrey sued to evict Wiley. While the eviction was pending, Pelfrey accepted rent from Wiley but

demanded sexual favors too. When Wiley refused to provide sexual favors, Pelfrey evicted her and her family and seized their personal property, including her children's possessions. Pelfrey failed to follow proper procedure or provide proper notice to Wiley regarding the disposition of her property. Wiley filed a complaint with the Fair Housing Council in 2015.

28. The Fair Housing Council and its counsel have conducted an extensive investigation of defendants' rental practices. That investigation revealed that Pelfrey engages in a pattern or practice of sexual harassment, targeting poor, female tenants and exploiting their economic vulnerability to demand or extract sexual favors from them. Among the witnesses corroborating plaintiffs' allegations are the following victims:

- a. A female former tenant who rented a dwelling from defendants in 2011. During her tenancy, Pelfrey invited her to swim naked in his pool and grabbed her buttocks while she paid her rent.
- b. A female former tenant who rented a dwelling from defendants in 2012. During her tenancy, Pelfrey made derogatory and demeaning statements regarding female tenants, including sexual references.
- c. A female former tenant who started renting a dwelling

from defendants in 2012. During her tenancy, Pelfrey made derogatory and demeaning statements regarding female tenants, including sexual references, and demanded oral sex in lieu of rent.

- d. A female former tenant who rented a dwelling from defendants in 2014. During her tenancy, Pelfrey demanded oral sex, made derogatory and demeaning sexual references, and put his hands up her shorts and down her shirt.
- e. A female former tenant who rented a dwelling from defendants between 2005 and 2009. During her tenancy, Pelfrey made derogatory and demeaning statements, including sexual reference to her.
- f. A female former tenant who occupied a dwelling owned by defendants between 2009 and 2015. During her residence, Pelfrey threatened to have this tenant jailed unless she repaid a loan to Pelfrey in cash and sexual favors, forcing this tenant to acquiesce in order to save her home.
- g. A female former tenant who rented a dwelling from defendants in

2014. During her tenancy, Pelfrey made demands that she exchange sex for rent. When she refused, Pelfrey evicted her.

- h. A female former tenant who rented a dwelling from defendants between 2012 and 2014. During her tenancy, Pelfrey entered her dwelling without notice or permission, made derogatory and demeaning statements, including racial and sexual references, and demanded that she exchange sexual favors. When she refused, Pelfrey evicted her.

**E. Prior Complaints Accusing Pelfrey of Sexually Harassment.**

29. Defendants have known since at least 2009 that Pelfrey's conduct violates the Fair Housing Act. In 2009, Kellie Richey filed a complaint of housing discrimination against Pelfrey with the Oklahoma Human Rights Commission, alleging that Pelfrey sexually harassed Richey in violation of the Fair Housing Act during the period that she had rented a dwelling from Pelfrey. One year later, in 2010, Ashley Lambert filed a complaint of housing discrimination against Pelfrey with the Commission, alleging that Pelfrey discriminated against Lambert in violation of the Fair Housing Act based on sex and race (African American) during the period that she had rented a dwelling from Pelfrey.

30. In 2015, the Oklahoma Office of the Attorney General sued Walter

Ray Pelfrey in the state district court in *State of Oklahoma, ex rel., E. Scott Pruitt, Attorney General Of Oklahoma v. Walter Ray Pelfrey, Omega Enterprises, L.L.C., and W. Ray Pelfrey and Rosemarie Pelfrey Revocable Trust*, case CJ-2015-1074, alleging that Pelfrey, individually and through his various business entities, sexually harassed his African American female tenants in violation of the Oklahoma Anti-Discrimination Act, 25 O.S. §§ 1101 *et seq.* In March 2015, the state court entered an agreed order granting temporary injunction enjoining Pelfrey from engaging in discrimination, harassment or retaliation in violation of the Oklahoma Anti-Discrimination Act.

31. On December 4, 2015, several former tenants and the Metropolitan Fair Housing Council sued the same defendants named in this action in *Metropolitan Fair Housing Council of Oklahoma, et. al, v. Walter Ray Pelfrey, et. al, Case No. CIV-15-1331-HE*, alleging that each defendant committed discriminatory housing practices in violation of the Fair Housing Act and related state statutes.

32. Since March 2015, Pelfrey has continued to sexually harass his female tenants, including Collins and Pennon, in violation of federal and state fair housing laws.

## **F. Injuries**

33 As a result of defendants' unlawful acts or practices, each individual plaintiff suffered emotional distress, including humiliation, mental anguish, and attendant bodily injury, violation of their civil rights, loss of dignity, embarrassment and other personal or bodily injuries. Each individual plaintiff also suffered an invasion of their private right of occupancy, depriving each of them of the full use and enjoyment of their dwellings, loss of important housing opportunities and the conversion of their personal property. Accordingly, each individual plaintiff is entitled to compensatory damages under the Fair Housing Act, 42 U.S.C. § 3613(c) and their supplemental state law claims.

34. Defendants committed the discriminatory housing practices alleged in this complaint with oppression, fraud and malice, and with wanton and conscious or reckless disregard for the federally protected rights of each plaintiff. Accordingly, each plaintiff is entitled to punitive damages under the Fair Housing Act, 42 U.S.C. § 3613(c).

35. There now exists an actual controversy between the parties regarding their rights and duties under the Fair Housing Act. Accordingly, each plaintiff is entitled to declaratory relief under the Fair Housing Act, 42 U.S.C. § 3613(c) and Rule 57 of the Federal Rules of Civil Procedure.



36. Unless enjoined, defendants will continue to engage in the pattern or practice of discrimination, harassment, and retaliation described in this complaint. Plaintiffs have no adequate remedy at law. They are now suffering and will continue to suffer irreparable injury as a result of defendants' pattern or practice of discrimination, harassment, and retaliation unless relief is provided by this Court. Accordingly, each plaintiff is entitled to injunctive relief under the Fair Housing Act, 42 U.S.C. § 3613(c), and Rule 65 of the Federal Rules of Civil Procedure.

## **V. CLAIMS**

### **A. First Claim: Fair Housing Act**

37. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

38. Defendants, individually and through their agents, injured each plaintiff by committing one or more of the following discriminatory housing practices in violation of the Fair Housing Act:

- a. Making unavailable or denying a dwelling to any person because of sex or race or both, in violation of 42 U.S.C. § 3604(a);
- b. Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of

services or facilities in connection therewith, because of sex or race or both, in violation of 42 U.S.C. § 3604(b);

- c. Making or causing to be made any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sex or race or both, in violation of 42 U.S.C. § 3604(c);
- d. Representing to any person because of sex or race that any dwelling is not available for inspection or rental when such dwelling is in fact so available, in violation of 42 U.S.C. § 3604(d);
- e. Engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of sex or race, in violation of 42 U.S.C. § 3605; or,
- f. 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 his having aided or encouraged any other person in the exercise or enjoyment of,

any right granted or protected under the Fair Housing Act, in violation of 42 U.S.C. § 3617.

39. Each plaintiff is an aggrieved person under the Fair Housing Act, 42 U.S.C. § 3602; therefore, each plaintiff is entitled to monetary, declaratory and injunctive relief under the Fair Housing Act, 42 U.S.C. § 3613.

**B. Second Claim: Wrongful Removal or Exclusion**

40. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

41. Defendants, individually or through their agents, injured each plaintiff by wrongfully removing or excluding them from their dwellings in violation of 41 O.S. § 123; therefore each plaintiff is entitled to damages pursuant to 41 O.S. § 123 and 23 O.S. § 71.

**C. Third Claim: Invasion of Private Right of Occupancy**

42. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

43. Defendants, individually or through their agents, injured each plaintiff by invading her private right of occupancy, including her personal and familial privacy, and breaching the covenant of quiet enjoyment in violation of 41 O.S. § 118 and 23 O.S. § 25; therefore each plaintiff is entitled to damages

pursuant to 23 Okl Stat. Ann. §§ 3-5 and 61.

**D. Fourth Claim: Invasion of Privacy**

44. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

45. Defendants, individually or through their agents, injured each plaintiff by invading her privacy in violation of 21 O.S. § 839.2, 76 O.S. §§ 1, 6; therefore each plaintiff is entitled to damages pursuant to 23 Okl Stat. Ann. §§ 3-5 and 61.

**E. Fifth Claim: Conversion**

46. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

47. Defendants, individually or through their agents, injured each plaintiff by converting their personal property in violation of 41 O.S. §§ 133, 134 and 42 O.S. § 91; therefore, each plaintiff is entitled to damages pursuant to 23 O.S. § 64.

**F. Sixth Claim: Negligence**

48. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

49. Defendant Rosemarie Pelfrey injured each plaintiff by her want of

ordinary care or skill in the management of her property or her agents in violation of 76 O.S. § 5; therefore, each plaintiff is entitled to damages pursuant to 23 Okl Stat. Ann. §§ 3-5, 61 and 94.

## VI. RELIEF

WHEREFORE, each plaintiff prays for entry of a judgment against defendants and each of them that:

1. Awards compensatory damages pursuant to plaintiffs' federal and state law claims;
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5. Awards costs of suit, including reasonable attorneys' fees; and,

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6. Awards all such other relief as the Court deems just.

**VII. JURY DEMAND**

Plaintiffs demand trial by jury.

\* \* \*

Dated: April 5, 2017.

Respectfully submitted,

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