

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

**ABIGAIL SAVAGE and FAIR
HOUSING CENTER OF CENTRAL
INDIANA, INC.,**

 Plaintiffs,

 vs.

HENRY LONG,

 Defendants.

Case No. 1:20-cv-2035

**COMPLAINT FOR MONETARY,
DECLARATORY, AND EQUITABLE
RELIEF; DEMAND FOR JURY TRIAL**

**COMPLAINT FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF;
DEMAND FOR JURY TRIAL**

1. Plaintiffs bring this action against Henry Long, the owner of several rental dwellings in Indianapolis, and the manager the dwelling where plaintiff Abigail Savage lived, for discrimination and harassment on the basis of sex in violation of the federal Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, and related state laws.

I. JURISDICTION AND VENUE

2. Jurisdiction is conferred on this Court by 42 U.S.C. § 3613 and by 28 U.S.C. § 1331 in that the claims alleged herein arise under the laws of the United States.

3. Venue is proper under 28 U.S.C. § 1391 in that the claims alleged herein include claims which arose within the County of Marion, Indiana, and concern or otherwise relate to real properties located there.

II. SUBJECT DWELLING

4. The subject dwelling where plaintiff Abigail Savage used to live is a duplex located at 5136 English Avenue in Indianapolis. It is a dwelling within the meaning of the Fair Housing Act, 42 U.S.C. § 3602 (b).

III. PARTIES

5. Plaintiff Abigail Savage, a single woman with one minor child, resides in Indianapolis, Indiana. Between approximately April 19, 2019 and May 1, 2020, Ms. Savage rented from, and occupied a dwelling managed by, defendant Henry Long at 5136 English Avenue in Indianapolis ("subject dwelling"). She is an aggrieved person within the Fair Housing Act, 42 U.S.C. § 3602(l).

6. Plaintiff Fair Housing Center of Central Indiana, Inc., ("FHCCI") is a private, nonprofit corporation organized under the laws of Indiana with its principal place of business located in Indianapolis. FHCCI works to ensure equal housing opportunities by eliminating housing discrimination through advocacy, enforcement, education, and outreach. It is the only private, nonprofit fair housing agency in the State of Indiana.

7. Defendant Henry Long is the owner of at least four residential rental properties in Marion County. Although he is not the owner of record of the subject dwelling, the rental agreement that he provided to Abigail Savage identifies Henry Long as the owner, and Long held himself out as the owner in all communications with Ms. Savage.

8. Public records indicate that the owner of the subject dwelling is Crystal Kostal.

IV. FACTS

A. INTRODUCTION

9. Defendant has engaged in discrimination and harassment against plaintiff

Abigail Savage based on her gender in the operation of a rental dwelling. Defendant has also injured plaintiff FHCCI in the commission of these discriminatory housing practices.

Defendant's discriminatory housing practices include, but are not limited to:

- a. Creating a hostile living environment for female tenants because of sex;
- b. Imposing different terms, conditions, or privileges, or denying or limiting services or facilities in connection with the rental of a dwelling, because of sex;
- c. Making statements indicating a limitation, preference or discrimination, or the intent to discriminate, based on sex;
- d. Threatening, intimidating, or interfering with female tenants in their enjoyment of dwellings because of sex;
- e. Engaging in unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature such that submission to the conduct, either explicitly or implicitly, was made a term or condition relating to the rental of a dwelling or the provision of benefits or services in connection therewith;
- f. Engaging in unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature such that the conduct had the effect of creating an environment which a reasonable person in the same position would consider intimidating, hostile, offensive or otherwise making the tenancy

significantly less desirable, in connection with the rental of a dwelling or the provision of benefits or services in connection therewith;

- g. Threatening, intimidating, harassing, or interfering with persons in the their enjoyment of a dwelling because of sex.

B. ABIGAIL SAVAGE'S TENANCY

10. In or around March 2019, Abigail Savage was looking for a dwelling to rent with her young son. She saw a post in a private Facebook group for the local area of Irvington, advertising a unit for rent in a duplex located on English Avenue. The post was made by Henry Long. Ms. Savage contacted Mr. Long and set up a date and time to visit the unit and meet Mr. Long.

11. On March 20, 2019, Ms. Savage visited the subject dwelling, located at 5136 English Avenue, met with Mr. Long, and decided to rent it.

12. On the same date, Mr. Long provided a rental agreement with a one-year term from April 2019 through April 2020, which listed "Henry Long" as the "Landlord/Lessor/Agent." Ms. Savage and Mr. Long signed that rental agreement on March 20, 2019.

13. Ms. Savage and her minor son moved into the subject dwelling on or around April 20, 2020. Ms. Savage typically paid the monthly rent by depositing the rent money into Mr. Long's bank account at Harvester Financial, as set forth in the lease agreement. Ms. Savage was informed and believes the bank account was in Mr. Long's name.

14. On or around March 16, 2020, Marion County issued a Public Health Order restricting the operation of all food and beverage businesses and "indoor entertainment

establishments.” The Public Health Order restricted food and beverage sales to carry-out and delivery only, and closed all indoor entertainment establishments to the public through April 6, 2020. Marion County Public Health Order 4-2020 subsequently extended these closures and restrictions through May 1, 2020.

15. On or around March 16, 2020, Ms. Savage learned that her employer, a food and beverage establishment located in Marion County, would be furloughing her due to the COVID-19 pandemic and related business closures mandated by the Public Health Order. As a result, Ms. Savage would temporarily lose nearly all of her income. She immediately became concerned that she would be unable to pay her rent for the month of April 2020.

16. On or around March 16, 2020, Ms. Savage sent a text message to Henry Long to advise him that she had been furloughed by her employer. She stated that she may not have enough income to make her April rent payment on time, but that she hoped to be back to work by May.

17. On or around the same date, March 16, 2020, Mr. Long replied to Ms. Savage’s message, texting “I love your honesty...and I don’t want to put you in a situation..but I’m in a situation..got mortgage payment due and property taxes due...let’s figure this out together.”

18. Shortly after receiving this text message from Mr. Long, Ms. Savage replied, “Ok, what do you suggest [?] I’m not sure what to do [.] I can’t work legally unfortunately [while being furloughed.]” She offered to give Mr. Long her government stimulus check when it arrived.

19. Shortly thereafter, Ms. Savage received a text message from Mr. Long asking, “you got a ride...?”

20. Ms. Savage assumed that Mr. Long was asking whether she had a mode of transportation to bring him rent money when she had it. She replied that she could ask a friend for a ride or contact Uber.

21. Shortly thereafter, in his next text message to Ms. Savage, Mr. Long wrote, “U feel me?” Mr. Long and Ms. Savage then had the following exchange, all by text messages, within a period of several minutes:

Ms. Savage: “I do of course”

Mr. Long: “So...you gonna stay all night?”

Ms. Savage: “What do you mean? I don’t know if you meant to send that to me”

Mr. Long: “I did”

Ms. Savage: “I don’t understand what you mean[.] Stay where?”

Mr. Long: “Stay wit[h] me tonight...get a shot of that”

Ms. Savage: “I don’t think I understand what you are asking. What do you mean?”

Mr. Long: “U don’t [sic] want to...I understand...”

Ms. Savage: “I don’t understand. Are you asking in a sexual way?”

Mr. Long: “Absolutely”

Ms. Savage: “That’s so inappropriate. I did not think you were that kind of person. I will be leaving soon. Don’t worry”

Mr. Long: “Ok...call me”

Ms. Savage: “This has to be a prank right?”

Mr. Long: “Yeah it’s a prank....”

Ms. Savage: “It’s obviously not and I’m sick and I’m leaving”

Mr. Long: “Ok..let me know when you out”

Ms. Savage: "I can't believe you would ask me something like that during a pandemic when I'm already scared. Shame on you"

Mr. Long: "Gotcha[.] So that a yes or a no[?]"

Ms. Savage: "Is what a yes or no?"

Mr. Long: "You coming out..??"

Ms. Savage: "Absolutely not"

Mr. Long: "Ok"

Ms. Savage: "I don't know what you even mean by coming out"

Mr. Long: "U kidding me right.....?"

22. Ms. Savage was shocked at Mr. Long's sexual advances, which were particularly outrageous during a pandemic and while Ms. Savage was financially vulnerable. As a result, Ms. Savage quickly started a housing search so that she could move out of the subject dwelling as soon as possible.

23. Sometime before Ms. Savage moved out, in or about April 2020, Mr. Long texted Ms. Savage and asked, "So are you planning to pay any rents owed to me?" Ms. Savage replied by text that she was not working now, and that he could use the security deposit she paid. She added, "If there is any remaining rent owed then I intend to pay you but I do not have it currently. My employer has submitted my unemployment. I will be out by May 1[.]"

24. Mr. Long replied by text and stated that the security deposit was for "damages and cleanup" and that she might be "opting out of the lease..[sic]"

25. Ms. Savage replied by text and stated that the term of her rental agreement had ended. She added, "And you suggested I sleep with you for the rent. I am leaving and

that's all there is too [sic] it. I am uncomfortable here. You made me uncomfortable. I will have it for you by the time I move. I already have a new place lined up[.] I will be gone by the end of the month and you will have your money[.]”

26. Mr. Long replied by text, “You aren’t my type...plus I cant [sic] survive trading sex for rent..been a big misu understanding [sic]...but ...is what it is... just pay what you should be paying me...”

27. On April 14, 2020, Ms. Savage texted Mr. Long and stated that she would be moving out on or before May 1, 2020. Mr. Long responded that he was “Sorry to hear that...I hoped you would have excepted [sic] my apology..[sic]” In fact, Mr. Long had never apologized. Ms. Savage responded that she would leave the key by May 1, and would let Mr. Long know if she moved out before that date.

28. On May 1, 2020, Ms. Savage moved out of the subject dwelling. She left the keys in the mailbox for Mr. Long to retrieve.

C. FAIR HOUSING CENTER OF CENTRAL INDIANA

29. Shortly after receiving text messages from Mr. Long offering to exchange sex for rent, Ms. Savage called the Fair Housing Center of Central Indiana to ask about her rights. Closures due to COVID-19 caused a brief delay in reaching Ms. Savage, but staff members at FHCCI conducted an intake interview with Ms. Savage on or about April 17, 2020.

30. Based on Ms. Savage’s report, FHCCI conducted an investigation. FHCCI researched Mr. Long, counseled Ms. Savage about her fair housing rights, and collected important documents from Ms. Savage that were relevant to her allegations. To counteract the effects of defendant’s discriminatory housing practices, FHCCI mailed letters to

residents of housing believed to be owned by Henry Long and housing on the same block as the subject dwelling in an effort to educate residents about the fair housing laws and the mission of FHCCI.

F. INJURIES

31. By reason of defendant's unlawful acts or practices, Ms. Savage has suffered emotional distress, including humiliation, mental anguish, and attendant bodily injury, violation of her civil rights, loss of housing, loss of dignity, embarrassment and otherwise sustained injury. She has also suffered invasion of her private right of occupancy as a result of defendant's unlawful conduct, depriving her of the full use and enjoyment of her tenancy. Accordingly, plaintiff Abigail Savage is entitled to compensatory damages.

32. In doing the acts of which plaintiffs complain, defendant acted with conscious or reckless disregard of the federally protected rights of plaintiffs. Accordingly, plaintiffs are entitled to punitive damages.

33. Plaintiff FHCCI has diverted resources as a result of defendant's discriminatory conduct: (1) to counsel Ms. Savage; (2) to investigate defendant's discriminatory housing practices; and, (3) to educate residents of the area to inform them of their fair housing rights.

34. As a result of defendant's unlawful acts and practices, FHCCI has suffered injury to its ability to carry out its purpose and to serve the public in its efforts to eliminate housing discrimination, to resolve fair housing disputes, to make available decent housing for persons regardless of gender or sex and to assure rights to the important social, professional, business, economic and political benefits of associations that arise from living in a community in which all persons reside. Defendant's unlawful acts and practices also

have caused FHCCI to suffer economic losses and out-of-pocket expenditures, incurring costs in efforts to counteract and eliminate discriminatory housing practices and to provide outreach and education to tenants regarding the requirements of the fair housing laws. As a result of defendant's unlawful acts and practices, the ability of FHCCI to perform its customary counseling, referral, outreach and education activities has been impaired, and it has suffered a decrease in its ability to undertake other efforts to end unlawful housing practices. Accordingly, FHCCI is entitled to compensatory damages.

35. In doing the acts of which plaintiffs complain, defendant recklessly violated plaintiffs' federally protected rights. Accordingly, plaintiffs are entitled to punitive damages.

36. There now exists an actual controversy between the parties regarding defendant's duties under federal fair housing laws. Accordingly, plaintiffs are entitled to declaratory relief.

37. Unless enjoined, defendant will continue to engage in the unlawful acts and the pattern or practice of discrimination described above. Plaintiffs Abigail Savage and FHCCI have no adequate remedy at law. Plaintiffs are now suffering and will continue to suffer irreparable injury from defendant's acts and the pattern or practice of discrimination against women based on sex or gender unless relief is provided by this Court. Accordingly, plaintiffs are entitled to injunctive relief.

V. CLAIMS

A. FIRST CLAIM

[FAIR HOUSING ACT, 42 U.S.C. § 3601 ET SEQ.]

38. Plaintiffs reallege and incorporate by reference each and every allegation contained in all previous paragraphs as though set forth in full herein.

39. Defendant has injured plaintiffs in violation of the federal Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, by committing discriminatory housing practices against female tenants based on sex or gender, including:

A. Making housing unavailable by constructively evicting Ms. Savage based on her gender or sex, in violation of 42 U.S.C. § 3604(a);

B. Creating different terms or conditions of tenancy based on gender or sex, in violation of 42 U.S.C. § 3604(b);

C. Making oral or written statements that indicate discrimination or a preference based on gender or sex, in violation of 42 U.S.C. § 3604(c);

D. Coercing or interfering with any person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617;

E. Engaging in quid pro quo harassment based on sex in connection with a dwelling in violation of 42 U.S.C. § 3604(b) and 24 C.F.R. §100.600 (a)(1);

F. Engaging in hostile environment harassment based on sex in connection with a dwelling in violation of 42 U.S.C. § 3604 (b) and 24 C.F.R. §100.600 (a)(2).

B. SECOND CLAIM

[INDIANA FAIR HOUSING ACT, INDIANA CODE § 22-9.5-5.1]

40. Plaintiffs reallege and incorporate by reference each and every allegation contained in all previous paragraphs as though set forth in full herein.

41. Defendant has injured plaintiffs in violation of the Indiana Fair Housing Act, Indiana Code § 22-9.5-5.1, by discriminating in the terms, conditions, or privileges of rental of a dwelling, or in providing services or facilities in connection with the rental of a dwelling,

because of sex.

C. THIRD CLAIM

[CONSTRUCTIVE EVICTION]

[Plaintiff Abigail Savage only vs. Defendant]

42. Plaintiffs reallege and incorporate by reference each and every allegation contained in all previous paragraphs as though set forth in full herein.

43. Defendant engaged in harassment that resulted in the subject dwelling becoming unfit for Plaintiff Abigail Savage to reside in. The harassment led to the constructive eviction of Plaintiff Abigail Savage.

44. Plaintiff Abigail Savage suffered mental distress, emotional distress, discomfort, annoyance, anxiety, pain and suffering, lost use of the premises, incidental and other economic damages and other amounts according to proof due to being constructively evicted.

D. FOURTH CLAIM

[NEGLIGENCE]

Plaintiff Abigail Savage Only vs. Defendant]

45. Plaintiffs reallege and incorporate by reference all previous paragraphs of the complaint herein.

46. Defendant injured plaintiff Abigail Savage by want of ordinary care or skill in the operation and management of the subject dwelling.

47. Defendant's negligence includes the failure to educate himself about the fair housing laws and comply with the federal Fair Housing Act and the Indiana Fair Housing Act.

48. Accordingly, plaintiff Abigail Savage is entitled to an award of damages pursuant to Indiana Code § 34-51-2 *et seq.*

VI. RELIEF

WHEREFORE, plaintiffs pray for entry of a judgment against defendant that:

1. Awards compensatory and punitive damages according to proof;
2. Declares that defendant has violated the provisions of the applicable federal fair housing laws;
3. Enjoins all unlawful practices complained about herein and imposes affirmative injunctive relief requiring defendant, his partners, agents, employees, assignees and all persons acting in concert with or participating with him, to take affirmative action to provide equal housing opportunities to all tenants and residents without regard to sex;
4. Awards costs of suit to plaintiffs, including reasonable attorneys' fees, costs and expenses; and,
5. Awards all such other relief as the Court deems just.

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VII. JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiffs hereby request a jury trial.

Dated: August 3, 2020

Respectfully submitted,

BRANCART & BRANCART

/s/ Liza Cristol-Deman

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