

IN THE CIRCUIT COURT FOR WICOMICO COUNTY

THE STATE OF MARYLAND,
200 St. Paul Place
Baltimore, Maryland 21202

Plaintiff

v.

ERIC R. SESSOMS,
3 W. Elizabeth Street
Delmar, Maryland 21875

and

MT VERNON GROUP, LLC,
3 W. Elizabeth Street
Delmar, Maryland 21875

Serve On: Resident Agent
Eric R. Sessoms
3 W. Elizabeth Street
Delmar, Maryland 21875

Defendants

CASE NO:

COMPLAINT

The State of Maryland alleges as follows:

1. The State of Maryland brings this action to enforce the provisions of Md. Code Ann., State Gov't § 20-705, Md. Code Ann., State Gov't § 20-1042 (a), and provisions of Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601-3619 ("Fair Housing Act").

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action under State Gov't § 20-1042(b).
3. Venue is proper in this Circuit Court and under State Gov't § 20-1042(b)(1) and Cts. & Jud. Pro. § 6-201(a) because Defendant Eric Sessoms resides in Wicomico County, Maryland and Defendant Mt Vernon Group, LLC's principal place of business is in Wicomico County, Maryland.

PARTIES

4. Defendant Eric Sessoms resides in Wicomico County, Maryland. From at least 2018 to the present, Defendant Sessoms operated and managed rental properties in Maryland.
5. Defendant Mt Vernon Group, LLC is an active, Maryland-based limited liability company with a principal business address of 3 W. Elizabeth St., Delmar, MD 21875. Defendant Eric Sessoms serves as the resident agent for Defendant Mt Vernon Group, LLC. Defendant Mt Vernon Group, LLC owns or owned at least 23 residential rental properties operated and managed by Defendant Sessoms.

FACTUAL ALLEGATIONS

6. From at least 2018 to the present, Defendant Sessoms operated and managed residential rental properties located in Maryland, including at least 23 properties owned by Mt Vernon Group, LLC. Subject Properties include, but are not limited to, the following properties: 12471 Chestnut Circle, Princess Anne, MD; 326 Pine Street, Crisfield, MD; 417 Walnut Street, Pocomoke, MD; 322 Pine Street,

Crisfield, MD; 30721 Division Street, Princess Anne, MD; and 26732 Johnson Creek Road, Crisfield, MD (“Subject Properties”).

7. Each of the Subject Properties is a single-family home and a “dwelling” within the meaning of State Gov't § 20-701(d)(1) and 42 U.S.C. § 3602(b).
8. From at least 2018 to the present, Defendant Sessoms has been actively involved in the operation of the Subject Properties, including, but not limited to:
advertising properties; showing the properties to prospective tenants; selecting tenants; negotiating the terms of oral and written leases; communicating with tenants regarding repair and rent, including late or missed rental payments; participating in court proceedings related to tenancies; and evicting tenants.
9. Defendant Mt Vernon Group, LLC, as the current owner of the Subject Properties, has expressly granted Defendant Sessoms the authority to carry out the duties described in paragraph 8 and to act as its agent from at least 2018 to the present.
10. From at least 2019 to the present, Defendant Sessoms, in his capacity as an agent for Mt Vernon Group, LLC engaged in a persistent course of conduct that subjected women tenants and prospective tenants of the Subject Properties to discrimination based on gender, including unwelcome and severe or pervasive sexual harassment. This conduct has included, but is not limited to:
 - a. Making unwelcome sexual advances and unwelcome sexual contact;
 - b. Offering and granting tangible housing benefits, including reduced rent payments, in exchange for engaging in sexual acts with Defendant Sessoms;

- c. Making unwelcome sexual comments and statements about tenants' physical appearance;
- d. Physically assaulting a prospective tenant;
- e. Asking tenants to be in a romantic relationship with him;
- f. Taking adverse housing actions, such as pursuing eviction, against tenants who objected to his demands for sexual favors; and
- g. Suggesting that tenants engage in sexual acts with him in order not to be evicted.

11. Defendant Sessoms targets women who are unhoused or at risk of imminent homelessness. Defendant Sessoms employs manipulative tactics by requiring prospective tenants to disclose personal stories of their struggles with homelessness or housing instability as part of their housing interview. He exploits this knowledge to identify women he believes to be vulnerable.

12. Among the instances of conduct that comprise the pattern of gender-based discrimination, in or around March of 2023, Defendant Sessoms contacted a prospective female tenant about signing a lease for one of the Subject Properties. Defendant Sessoms knew that the prospective tenant and her four children were homeless. Defendant Sessoms asked her to meet at a warehouse to sign the lease. When the woman arrived, she saw Defendant Sessoms outside. Defendant Sessoms asked the prospective tenant if her husband was coming. She said that he would not be coming. Defendant Sessoms told her to come inside the warehouse and shut the door behind her. Within a few minutes, Defendant

Sessoms unzipped his pants. He grabbed the woman's hand and put it on his penis. She pulled her hand away and immediately left the warehouse. Money was not exchanged, and the lease was not signed. There was also no lease or paperwork visible during the encounter and Eric Sessoms did not present one to the prospective tenant. The prospective tenant did not move into the property because of this sexual assault and remained unhoused until June of 2024.

13. In or around late 2021, Defendant Sessoms rented a home to another woman who had been unhoused. Defendant Sessoms explicitly requested that she engage in sexual acts in exchange for reduced rent payments. The tenant conceded to Defendant Sessoms' requests for sexual favors in order to keep her home. In exchange, Defendant Sessoms reduced her monthly rent. Defendant Sessoms' requests for sexual favors were made under coercive circumstances, exploiting the tenant's economic vulnerability and her need for housing. In or around the summer of 2022, the tenant informed Defendant Sessoms that she no longer wished to engage in sexual activity with him. Following her refusal, Defendant Sessoms engaged in retaliatory action against her through an illegal eviction.
14. In or around December of 2021, Defendant Sessoms rented one of the Subject Properties to another female tenant. During that tenancy, Defendant Sessoms subjected the tenant to frequent unwelcome comments about her appearance and unwanted sexual advances. For example, Defendant Sessoms told the woman tenant, "You're so beautiful," "I want to take you out," and "I don't care if you have a boyfriend... I'm single." One day, during the tenancy, Defendant Sessoms

called the woman to inform her that he intended to come to her home to talk with her about maintenance issues. Defendant Sessoms knocked on the door and she invited him in. Defendant Sessoms asked where the woman's boyfriend was. When the tenant said her boyfriend wasn't home, Defendant Sessoms initiated an unwelcome conversation about her sexual orientation. Defendant Sessoms stated, "I was wondering if you would like to explore something with me and my girlfriend." She told him she was not interested. Defendant Sessoms left after the tenant's boyfriend came home. She reported Defendant Sessoms' sexual advances to her boyfriend. This tenant later moved out of the property, motivated, at least in part, by the hostile environment created by Defendant Sessoms' conduct. She remained homeless for several months after moving out of the property, staying in hotel rooms through the assistance of a family member.

15. In another instance, in or around late 2020, upon information and belief, Defendant Sessoms learned that a woman tenant living in one of the Subject Properties had ended her relationship with her boyfriend. After learning about the breakup, Defendant Sessoms started to make unwanted advances. On more than one occasion, he asked her to go on dates with him, going as far as to name a specific restaurant in Delaware. Defendant Sessoms also asked her to consider dating an older man, like himself. One day, in or around the winter of 2021, Defendant Sessoms called her and asked if she would ever consider engaging in a particular sexual act with him. The tenant rejected his requests. Defendant

Sessoms' requests were unwelcome and made the woman feel uncomfortable in her own home.

16. As another illustration of Defendant Sessoms' pattern of sexual harassment, in or around late 2023, Defendant Sessoms requested that another prospective woman tenant meet him to provide the remaining amount due for the security deposit, promising to give her the lease and keys for the rental home in return. When the tenant met with Defendant Sessoms, he complimented her appearance, inquired whether she found him attractive, and asked her out on a date. She rejected his request to go on a date. Defendant Sessoms asked her for a kiss and attempted to move closer to kiss her. She declined and began to feel more uncomfortable. She gave him the remaining security deposit, but he did not provide her with the lease to sign or the keys, nor did she observe any paperwork in his possession. After this encounter, she rented from Defendant Mt Vernon Group, LLC because she desperately needed a place to live, but she avoided direct contact with Defendant Sessoms.

17. Upon Information and belief, the experiences of the women described above are not the only instances of Defendant Sessoms' sexual harassment of women tenants and prospective tenants. Rather, they are part of his longstanding pattern or practice of illegal sexual harassment of multiple women tenants from at least 2019 through the present.

18. The discriminatory incidents described above occurred while Defendant Sessoms was exercising his authority as agent of Defendant Mt Vernon Group, LLC.

19. Defendant Mt Vernon Group, LLC is vicariously liable for the actions of its agent, Defendant Sessoms.

CAUSE OF ACTION

20. By the actions and statements described above, Defendants have:

- a. Made unavailable or denied a dwelling to persons because of sex, in violation of State Gov't § 20-705(1) and 42 U.S.C. § 3604(a);
- b. Discriminated in the terms, conditions, or privileges of the rental of dwellings, or in the provision of services or facilities in connection therewith, because of sex, in violation of State Gov't § 20-705(2) and 42 U.S.C. § 3604(b);
- c. Made a statement with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination based on sex, in violation of State Gov't § 20-705(3) and 42 U.S.C. § 3604(c);
- d. Coerced, intimidated, threatened, or interfered with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617 and Maryland's anti-discrimination laws State Gov't § 20-708.

21. Women tenants have been injured by the Defendants' discriminatory conduct.

These individuals are "aggrieved persons" as defined in State Government, § 20-1020 and have suffered damages as a result of the Defendants' conduct.

22. Defendants' conduct was intentional, willful, and taken in reckless disregard of the rights of others.

PRAYER FOR RELIEF

WHEREFORE, the State of Maryland requests that the Court enter an Order that:

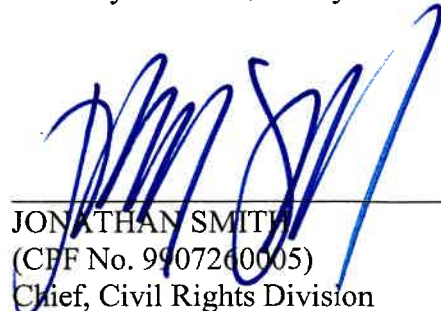
- a. Declares that the Defendants' discriminatory practices violate State Gov't § 20-705 and 42 U.S.C. §§ 3601-3619;
- b. Enjoins the Defendants, their agents, employees, members, and successors, and all other persons in the active concert or participation with them from:
 - i. Discriminating on the basis of sex, including engaging in sexual harassment, in any aspect of the rental of a dwelling;
 - ii. Interfering with or threatening to take any action against any person engaged in the exercise or enjoyment of rights granted or protected by State Gov't § 20-705 and 42 U.S.C. §§ 3601-3619;
 - iii. Failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, women harmed by the Defendants' past unlawful practices to the position they would have been in but for the discriminatory conduct; and
 - iv. Failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future and to eliminate, as nearly as practicable, the effects of the Defendants' unlawful practices.

- c. Requires all owners, agents, members, and employees of Defendant Mt Vernon Group, LLC to participate in a training on gender-based discrimination and sexual harassment in housing, to be paid for by Defendant Mt Vernon Group, LLC;
- d. Prohibits Defendant Sessoms from working in the residential rental industry in any capacity, including, but not limited to, landlord, manager, or agent;
- e. Prohibits Defendant Sessoms from having contact with any current, former, or prospective women tenants of Mt Vernon Group, LLC;
- f. Awards monetary damages to each person aggrieved by Defendants' discriminatory conduct, pursuant to State Gov't § 20-1046(c), with total monetary awards sought exceeding \$75,000;
- g. Assesses civil penalties against the Defendants in order to vindicate the public interest, pursuant to State Gov't § 20-1046(b), with total monetary awards sought exceeding \$75,000;
- h. Awards the Attorney General the costs of investigation and litigation of this action pursuant to State Gov't § 20-1046(c)(1);
- i. Awards such additional relief as the interests of justice may require.


Date: July 19, 2024

Respectfully submitted,

ANTHONY G. BROWN
Attorney General of Maryland



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