SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

HOUSING RIGHTS INITIATIVE,

Plaintiff,

v.

CORCORAN GROUP LLC; M.E.I.T. ASSOCIATES, L.L.C.; PARTNERSHIP 92 WEST, L.P.; VORO LLC; LIVING REAL ESTATE GROUP, LLC; 88-36 ELMHURST AVENUE, LLC; THE REALTY DEPOT LLC; 111-20 76TH REALTY LLC; 125 REALTY PROPERTY OWNER LLC; BROOKLYN NYC MANAGEMENT LLC; 1961 MADISON REALTY LLC; NOLITA GROUP INC.; ORCHARD REALTY, LLC; PROPER REAL ESTATE, LLC; 86-31 57TH AVE LLC; TRIUMPH PROPERTY GROUP LTD.; 56-11 94TH STREET CO., LLC; MANHATTAN BEST REALTY INC.; 454 WEST 45TH STREET LLC; BOND NEW YORK PROPERTIES BROKERAGE LLC; R.S.F. REALTY, LLC; PI CAPITAL PARTNERS, LLC; 85-15 QUEENS BLVD. REALTY, LLC; BESA REALTY CORP.; KHAMIN ASSOCIATES, LLC; ALPHA PROPERTIES, LLC; CHANWAY REALTY CO. INC.; METROPOLITAN EQUITIES, LLC; 1ST STREET EV REALTY, LLC,

Defendants.

Index No.

Date Purchased: _____

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

CORCORAN GROUP LLC
c/o CORPORATE CREATIONS NETWORK INC.
600 MAMARONECK AVENUE, SUITE 400

HARRISON, NY 10528

M.E.I.T. ASSOCIATES, L.L.C.
c/o HARRIET B. ROTHSCHILD
205 WEST 89TH STREET, APT. 11S
NEW YORK, NY 10024

PARTNERSHIP 92 WEST, L.P.
c/o DONALD OLENICK
417 FIFTH AVENUE, 4TH FLOOR
NEW YORK, NY 10016

VORO LLC
24 GREATNECK ROAD
GREAT NECK, NY 11021

LIVING REAL ESTATE GROUP, LLC
22 OLD FARM ROAD
GREAT NECK, NY 11020

88-36 ELMHURST AVENUE, LLC
c/o CORPORATION SERVICE COMPANY
80 STATE STREET
ALBANY, NY 12207-2543

THE REALTY DEPOT LLC
c/o GREGORY YADGAROFF
97-45 QUEENS BOULEVARD, SUITE 1108
REGO PARK, NY 11374

111-20 76TH REALTY LLC
c/o DITMAS MANAGEMENT CORP
3333 NEW HYDE PARK ROAD, SUITE 411
NEW HYDE PARK, NY 11042

125 REALTY PROPERTY OWNER LLC
c/o UNITED CORPORATE SERVICES, INC.
10 BANK STREET, SUITE 560
WHITE PLAINS, NY, 10606

BROOKLYN NYC MANAGEMENT LLC
144-42 JEWEL AVENUE
FLUSHING, NY 11367

1961 MADISON REALTY LLC
c/o SPIEGEL & UTRERA, P.A., P.C.

45 JOHN STREET, STE. 711
NEW YORK, NY 10038

NOLITA GROUP INC.
122 ELIZABETH STREET, SUITE 7D
NEW YORK, NY 10013

ORCHARD REALTY, LLC
c/o MARTHA KANE
3005 AVENUE N
MEMBER, NY 11210

PROPER REAL ESTATE, LLC
100 NASSAU AVENUE
BROOKLYN, NY 11222

86-31 57TH AVE LLC
215 NORMAN AVENUE
BROOKLYN, NY 11222

TRIUMPH PROPERTY GROUP LTD.
c/o CRAIG F. MELZER
36 WEST 44TH STREET, SUITE 1111
NEW YORK, NY 10036

56-11 94TH STREET CO., LLC
c/o ALGIN MANAGEMENT CO., LLC
183 MADISON AVENUE, SUITE 1602
NEW YORK, NY 10016

MANHATTAN BEST REALTY INC.
346 EAST 62ND STREET, SUITE 1
NEW YORK, NY 10065

454 WEST 45TH STREET LLC
643 TENTH AVENUE
NEW YORK, NY 10036

BOND NEW YORK PROPERTIES BROKERAGE LLC
1776 BROADWAY, 19TH FLOOR
NEW YORK, NY 10019

R.S.F. REALTY, LLC
35 REMSEN ROAD
GREAT NECK, NY 11024

PI CAPITAL PARTNERS, LLC
c/o JERRY PI
136-18 39TH AVENUE, 12TH FLOOR
FLUSHING, NY 11354

85-15 QUEENS BLVD. REALTY, LLC
136-18 39TH AVENUE, 12TH FLOOR
FLUSHING, NY 11354

BESA REALTY CORP.
19-A MELISSA STREET
STATEN ISLAND, NY 10314

KHAMIN ASSOCIATES, LLC
c/o ZUMO MANAGEMENT
149 WEST 28TH STREET
NEW YORK, NY 10001

ALPHA PROPERTIES, LLC
9 PADDOCK DRIVE
HENRIETTA, NY 14467

CHANWAY REALTY CO. INC.
207 CANAL STREET
NEW YORK, NY 10013

METROPOLITAN EQUITIES, LLC
c/o HELLER REALTY
745 FIFTH AVENUE
NEW YORK, NY 10151

1ST STREET EV REALTY, LLC
c/o HELLER REALTY
745 FIFTH AVENUE
NEW YORK, NY 10151

YOU ARE HEREBY SUMMONED to answer the accompanying Complaint in this action and to serve a copy of your answer on Plaintiff's undersigned attorneys within twenty (20) days after the service of this Summons and Complaint, exclusive of the date of service (or within (30) days after the service is complete if this summons is not personally served delivered to you

within the State of New York). In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in this complaint.

The basis of the venue designated is the residence of Plaintiff, who resides in New York County, and the residence of one or more of the Defendants, who reside in New York County.

Dated: May 10, 2022

/s/ Matthew K. Handley
Matthew K. Handley
Rachel Nadas, *pro hac vice* forthcoming
HANDLEY FARAH & ANDERSON PLLC
200 Massachusetts Avenue, NW – 7th Floor
Washington, DC 20001
Phone: (202) 559-2411
Email: mhandley@hfajustice.com
rnadas@hfajustice.com

/s/ Martha E. Guarnieri
Martha E. Guarnieri, *pro hac vice* forthcoming
HANDLEY FARAH & ANDERSON PLLC
1727 Snyder Avenue
Philadelphia, PA 19145
Phone: (215) 422-3478
Email: mguarnieri@hfajustice.com

Robert Desir
Judith Goldiner
Lilia Toson
Samuel Frizell
Caryn Schreiber
LEGAL AID SOCIETY
199 Water Street
3rd Floor
New York, NY 10038
Phone: (646) 581-7506
Email: rrdesir@legal-aid.org

Counsel for Plaintiff

SUPREME COURT OF NEW YORK
COUNTY OF NEW YORK

HOUSING RIGHTS INITIATIVE,

Plaintiff,

v.

CORCORAN GROUP LLC; M.E.I.T. ASSOCIATES, L.L.C.; PARTNERSHIP 92 WEST, L.P.; VORO LLC; LIVING REAL ESTATE GROUP, LLC; 88-36 ELMHURST AVENUE, LLC; THE REALTY DEPOT LLC; 111-20 76TH REALTY LLC; BROOKLYN NYC MANAGEMENT LLC; 1961 MADISON REALTY LLC; NOLITA GROUP INC.; ORCHARD REALTY, LLC; PROPER REAL ESTATE, LLC; 86-31 57TH AVE LLC; TRIUMPH PROPERTY GROUP LTD.; 56-11 94TH STREET CO., LLC; MANHATTAN BEST REALTY INC.; 454 WEST 45TH STREET LLC; BOND NEW YORK PROPERTIES BROKERAGE LLC; R.S.F. REALTY, LLC; PI CAPITAL PARTNERS, LLC; 85-15 QUEENS BLVD. REALTY, LLC; BESA REALTY CORP.; KHAMIN ASSOCIATES, LLC; ALPHA PROPERTIES, LLC; CHANWAY REALTY CO. INC.; METROPOLITAN EQUITIES, LLC; 1ST STREET EV REALTY, LLC,

Defendants.

Index No.

COMPLAINT

COMPLAINT

In order to address chronic housing insecurity among its residents, New York offers government-subsidized housing vouchers that allow low-income families to secure housing in the private rental market. It is illegal in New York City for landlords and brokers to reject rental applicants for using such a housing voucher, but discrimination against these voucher-holders is rampant. As a result, thousands of New Yorkers with vouchers are unable to leave overcrowded homeless shelters, substandard housing, and high-poverty neighborhoods, even though their housing vouchers provide them the financial means, and the legal right, to do so.

Defendants in this action are landlords and brokers who refused to rent apartments to New Yorkers with vouchers by applying artificial and unnecessary minimum income requirements that bar nearly all households with a voucher from securing housing in Defendants' properties. They did so in violation of local and state law, even as New York City faces a housing crisis and the ravages of a global pandemic. Indeed, at around the time this civil action was commenced, more than 47,000 people slept each night in New York City's homeless shelter system, and the City is facing a wave of evictions as state and local eviction protections end. Defendants' use of minimum income qualifications, which require prospective tenants to earn an annual income of 35 to 40 times the monthly rent, serves as a de facto bar against all Housing Choice Voucher holders who, by definition, are too low-income to qualify.

Defendants' use of minimum income requirements for individuals who have Housing Choice Vouchers, and Defendants' statements in connection with such requirements, constitute unlawful source of income discrimination under the New York City Human Rights Law ("NYCHRL"), New York City Administrative Code § 8-107 *et. seq.*, and the New York State Human Rights Law ("NYSHRL"), New York Consolidated Laws Service, Executive Law § 290

et. seq. Defendants' unlawful policies and practices against renting to New Yorkers with housing vouchers prevent poor New Yorkers from effectively using their housing vouchers, worsening housing segregation and exacerbating burdens on low-income and disabled New Yorkers.

The resulting impact of Defendants' refusal to accept Housing Choice Vouchers and Defendants' statements in connection with such refusals, is a staggering reduction in the available inventory of safe and affordable housing available to some of the most vulnerable residents of New York City.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to CPLR 301 *et seq*. because Defendants are domiciled and regularly transact business in the State of New York, and because the wrongful conduct alleged in the Complaint took place in the State of New York.

2. Venue is proper pursuant to CPLR 503(a) and 503(d) because Plaintiff resides in New York County and one or more of the Defendants resides in New York County.

PARTIES

3. Housing Rights Initiative. HRI is a national nonprofit housing group headquartered in New York, NY. HRI is dedicated to promoting fair and lawful housing practices. Since its founding, a core part of HRI's mission has been preserving affordable housing in New York City and assisting tenants in securing and maintaining access to affordably priced housing. It has historically done this by counseling and organizing tenants in New York City about their rights to affordable housing and transparency by landlords, such as rights guaranteed by rent-stabilization laws, tax reporting requirements and other laws. HRI further assists these tenants by referring them to legal counsel who advise and assist tenants in bringing

legal actions against landlords who seek to evade these affordable housing laws and reporting requirements. Through HRI's counseling, organizing and referral efforts, it has successfully and substantially increased the inventory of affordably-priced housing in New York City. However, in 2017, HRI began hearing from community partners that source of income discrimination was impacting voucher holders' ability to obtain access to many affordable units that HRI had been working to preserve, which led them to investigate such discrimination throughout New York City. HRI discovered that its gains had been jeopardized and offset by the epidemic of source of income discrimination, which has effectively placed thousands of affordable units effectively off limits to voucher-holding tenants. HRI expended staff time and other resources to investigate and respond to Defendants' discriminatory rental practices, which has led to an increased demand and need for its organizing, counseling and referral services, while simultaneously diverting resources away from these activities in order to address the rampant source of income discrimination that is pervasive throughout New York City. Additionally, Defendants' discriminatory rental practices frustrated HRI's mission to preserve and maintain affordable housing in New York City by making apartments unavailable to renters using Housing Choice Vouchers.

4. Defendant Corcoran Group LLC, sometimes doing business as Citi Habitats, is a corporation registered to do business in New York. At all relevant times, Defendant Corcoran was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

5. Defendant M.E.I.T. Associates, L.L.C. is a corporation registered to do business in New York. Upon information and belief, Defendant M.E.I.T. Associates, L.L.C. was the

owner of the unit at 612 W 137th Street #1, New York, New York and utilized the real estate brokering services of Defendant Corcoran at all relevant times.

6. Defendant Partnership 92 West, L.P. is a corporation registered to do business in New York. Upon information and belief, Defendant Partnership 92 West, L.P. was the owner of the unit at 46 West 73rd Street #1A and utilized the real estate brokering services of Defendant Corcoran at all relevant times.

7. Defendant Voro LLC is a corporation registered to do business in New York. At all relevant times, Defendant Voro LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

8. Defendant Living Real Estate Group, LLC is a corporation registered to do business in New York. At all relevant times, Defendant Living Real Estate Group, LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

9. Defendant 88-36 Elmhurst Avenue, LLC is a corporation registered to do business in New York. Upon information and belief, Defendant 88-36 Elmhurst Avenue, LLC was the owner of the unit at 88-36 Elmhurst Avenue #1B, Elmhurst, NY 11373 and utilized the real estate brokering services of Defendant Living Real Estate Group, LLC at all relevant times.

10. Defendant The Realty Depot LLC is a corporation registered to do business in New York. At all relevant times, Defendant The Realty Depot LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

11. Defendant 111-20 76th Realty LLC is a corporation registered to do business in New York. Upon information and belief, Defendant 111-20 76th Realty LLC was the owner of

the unit at 111-20 76 Road #6 Flushing, NY 11375 and utilized the real estate brokering services of Defendant The Realty Depot LLC at all relevant times.

12. Defendant Brooklyn NYC Management LLC is a corporation registered to do business in New York. At all relevant times, Defendant Brooklyn NYC Management LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

13. Defendant 1961 Madison Realty LLC is a corporation registered to do business in New York. Upon information and belief, Defendant 1961 Madison Realty LLC was the owner of the unit at 1961 Madison Avenue, New York, New York 10035 and utilized the real estate brokering services of Defendant Brooklyn NYC Management LLC at all relevant times.

14. Defendant Nolita Group Inc. is a corporation registered to do business in New York. At all relevant times, Defendant Nolita Group Inc. was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

15. Defendant Orchard Realty, LLC is a corporation registered to do business in New York. Upon information and belief, Defendant Orchard Realty LLC was the owner of the unit at 160 Allen Street #19, New York, New York 10002 and utilized the real estate brokering services of Defendant Nolita Group Inc. at all relevant times.

16. Defendant Proper Real Estate, LLC is a corporation registered to do business in New York. At all relevant times, Defendant Proper Real Estate, LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

17. Defendant 86-31 57th Ave LLC is a corporation registered to do business in New York. Upon information and belief, Defendant 86-31 57th Ave LLC was the owner of the unit at

86-31 57th Avenue, Elmhurst New York 11373 and utilized the real estate brokering services of Defendant Proper Real Estate, LLC at all relevant times.

18. Defendant Triumph Property Group Ltd. is a corporation registered to do business in New York. At all relevant times, Defendant Triumph Property Group Ltd. was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

19. Defendant 56-11 94th Street Co., LLC is a corporation registered to do business in New York. Upon information and belief, Defendant 56-11 94th Street Co., LLC was the owner of the unit at 56-11 94th Street #3J, Queens, New York 11374 and utilized the real estate brokering services of Defendant Triumph Property Group Ltd. at all relevant times.

20. Defendant Manhattan Best Realty Inc. is a corporation registered to do business in New York. At all relevant times, Defendant Manhattan Best Realty Inc. was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

21. Defendant 454 West 45th Street LLC is a corporation registered to do business in New York. Upon information and belief, Defendant 454 West 45th Street LLC was the owner of the unit at 454 West 45th Street #3RW, New York, New York 10036 and utilized the real estate brokering services of Defendant Manhattan Best Realty Inc. at all relevant times.

22. Defendant Bond New York Properties Brokerage LLC is a corporation registered to do business in New York. At all relevant times, Defendant Bond New York Properties Brokerage LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

23. Defendant R.S.F. Realty, LLC is a corporation registered to do business in New York. Upon information and belief, Defendant R.S.F. Realty, LLC was the owner of the unit at

1596 Third Avenue #2DD, New York, New York 10128 and utilized the real estate brokering services of Defendant Bond New York Properties Brokerage LLC at all relevant times.

24. Defendant Pi Capital Partners, LLC is a corporation registered to do business in New York. At all relevant times, Defendant Pi Capital Partners, LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

25. Defendant 85-15 Queens Blvd. Realty, LLC is a corporation registered to do business in New York. Upon information and belief, Defendant 85-15 Queens Blvd. Realty, LLC was the owner of the unit at 51-36 Reeder Street #326, Elmhurst, New York 11373 and utilized the real estate brokering services of Defendant Pi Capital Partners, LLC at all relevant times.

26. Defendant Besa Realty Corp. is a corporation registered to do business in New York. At all relevant times, Defendant Besa Realty Corp was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

27. Defendant Khamin Associates, LLC is a corporation registered to do business in New York. Upon information and belief, Defendant Khamin Associates, LLC was the owner of the unit at 352 East 76th Street #2RW, New York, New York 10021 and utilized the real estate brokering services of Defendant Besa Realty Corp. at all relevant times.

28. Defendant Alpha Properties, LLC is a corporation registered to do business in New York. At all relevant times, Defendant Alpha Properties, LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

29. Defendant Chanway Realty Co. Inc. is a corporation registered to do business in New York. Upon information and belief, Defendant Chanway Realty Co. Inc. was the owner of

the unit at 199 Henry Street, New York 10002 and utilized the real estate brokering services of Defendant Alpha Properties, LLC at all relevant times.

30. Defendant Metropolitan Equities, LLC is a corporation registered to do business in New York. At all relevant times, Defendant Metropolitan Equities, LLC was in the real estate business, and among other things, was brokering the rental of apartments in New York City.

31. Defendant 1st Street EV Realty, LLC is a corporation registered to do business in New York. Upon information and belief, Defendant 1st Street EV Realty, LLC was the owner of the unit at 48 East 1st Street New York, New York 10003 and utilized the real estate brokering services of Defendant Metropolitan Equities, LLC at all relevant times.

BACKGROUND

32. The Housing Choice Voucher Program (the "Voucher Program"), a successor to the Section 8 Rental Voucher or Rental Certificate Program, is a federally funded housing subsidy program designed to allow low-income families to obtain safe, decent, and affordable housing. Currently assisting more than two-million American families, including over 127,500 households in New York City, the Voucher Program is the largest rental-assistance program administered by the U.S. Department of Housing and Urban Development ("HUD").

33. Housing Choice Vouchers are tenant-based subsidies that are not linked to any particular housing complex, building, or unit, but rather enable families with a Housing Choice Voucher to rent housing in the private market, at market rates, provided the rent does not exceed the Program's payment standards (i.e. limits on the monthly rent that are set by the agencies that administer the voucher program).

34. In order to ensure voucher holders are able to use their vouchers as intended—in a variety of private housing options in neighborhoods throughout the City—both New York State and New York City have enacted laws that prohibit discrimination based on source of income.

35. The Voucher Program thus removes some of the barriers that would otherwise restrict low-income families from the opportunity to obtain rental housing outside of areas of concentrated poverty, allowing families to move to neighborhoods with rich access to public transportation, grocery stores, green spaces, well-performing schools, and cultural enrichment. Obtaining a voucher can provide a homeless or low-income New Yorker with a direct path to housing and enable integration in mixed-income neighborhoods. The success of the voucher program depends in large part on the ability of renters to obtain housing in integrated neighborhoods, as well as the participation of landlords on the private housing market.

36. In New York City, the designated agencies administering the Voucher Program are the New York City Housing Authority ("NYCHA"), the New York City Housing Preservation and Development ("HPD"), and New York State Division of Homes and Community Renewal ("NYSHCR").

37. Housing Choice Vouchers are designed, among other things, to allow very low-income families to rent safe, decent, and affordable privately-owned housing. Vouchers are especially important in high-cost jurisdictions like New York City, where rent burdens on low-income families are particularly severe.

38. The voucher issued to each family subsidizes rent in a privately owned rental housing unit of the voucher holder's choice, subject to minimum standards of health and safety.

39. Households with vouchers are permitted to rent apartments at a monthly rent at or below their voucher's payment standard, which varies depending on the size of the household,

the number of bedrooms, and the agency administering the program, and is based on a formula that considers the fair market rent in the New York City metropolitan area.

40. Each agency sets its own voucher payment standard between 90% and 110% of the applicable HUD Fair Market Rent. In addition, HPD allows voucher holders in certain neighborhoods where rents are particularly high to rent apartments at so-called "Exception Payment Standards," which are well above the usual payment standard. HPD's exception payment standard values are set at the zip code level and use HUD's small area fair market rents for certain zip codes in New York City where HPD may set payment standards at up to 120% of the fair market rent.

41. The Voucher Program administered by NYCHA permits households to rent studio apartments up to $1900 and one-bedroom apartments up to $1945.

42. The Voucher Program administered by HPD has the same general voucher payments standards for studios and one-bedrooms as NYCHA, but in "Exception Payment Standard" zip codes, HPD permits households using vouchers in certain ZIP codes to rent apartments at much higher rentals; for example, in zip code 10023 in midtown Manhattan, households with an HPD-administered Housing Choice Voucher can rent studio apartments up to $3,272 and one-bedroom apartments up to $3,326.

43. Voucher programs limit the household contribution to monthly rent to an affordable amount by supplementing the monthly rent with public funding. The amount that the household pays is determined by the household's income and is designed to ensure that the household's rent is affordable based on their income.

44. Households participating in voucher programs generally pay the highest of the following amount in rent: 30% of the household's monthly adjusted income; 10% of the

household's monthly income; or $50 (the "minimum rent").[1] Thus, households with no employment income are still required to pay some portion of their rent.

45. Although households in a voucher program generally contribute 30% of their income to the rent, under certain circumstances voucher households are permitted by their program to contribute up to 40% of their adjusted monthly income to the rent.

46. For example, a household earning $42,000 per year, or $3,500 per month, would generally contribute 30% of its monthly income, or about $1,050 per month for an apartment leasing for $2,000 per month. The voucher from the administering housing agency would cover the remaining $950 per month of rent.

47. However, if the household's income were $24,000 per year, or $2,000 per month, the household would pay around $600 per month of the $2000 rent, and the voucher from the housing agency would cover the remaining $1400.

48. By adjusting the household's contribution to the rent based on the household income, voucher programs are specifically designed to ensure that no matter the household income and the rent for any individual housing unit, the tenant household will be able to pay the rent.

49. HUD defines rent-burdened families as those that pay more than 30% of their income for housing.

50. Many landlords and brokers in New York have "minimum income requirements" for prospective tenants, requiring applicants for housing units to earn an annual income that is generally forty-times the monthly rent (some landlords and brokers use different standards, but

[1] "Monthly income" refers to the voucher household's total monthly income including wages, salary, Social Security payments, worker's compensation and other forms of income; "monthly adjusted income" is the voucher holders' income minus eligible deductions, including allowances for dependents or disabled family members, childcare expenses. Voucher households typically pay 30% of their monthly adjusted income in rent.

forty-times the monthly rent is by far the most common minimum income requirement in New York City). Brokers typically ask prospective tenants for their household income in the initial phone, text message, or email contact, and prospective applicants whose income does not meet the requirement are generally informed that they will not qualify to lease the unit.

51. These income requirements are generally in place to ensure that a prospective tenant can afford the monthly rent. Indeed, a household earning an annual income of forty-times the monthly rent would mean the household would pay 30% of their income in rent. Thus, a minimum income requirement of forty-times the rent would ensure that a household would not be rent-burdened.

52. However, if these minimum income requirements are imposed on households participating in a voucher program, it is almost always a de facto bar to them obtaining housing.

53. This is because it is essentially impossible to financially qualify for a voucher and simultaneously have an income that is at or exceeds forty-times the rent of nearly all units in New York City.

54. A voucher holder's income at the time of voucher eligibility generally cannot exceed 50% of Area Median Income. In New York City, 50% of AMI is $41,800 for a one-person household, $47,750 for a two-person household, and $53,700 for a three-person household.

55. There are few apartments, if any, on the New York City housing market that would be available to voucher holders if landlords applied a forty-times the rent minimum-income requirement. For example, a $1,500-per-month apartment with an income requirement of 40 times the rent would have a minimum income requirement of $60,000, and any $2,000-per-

month apartment would have a minimum income requirement of $80,000. These required incomes far exceed the maximum income of New York City voucher holders.

56. Most voucher households earn an income much lower than 50% of AMI. The average housing choice voucher household income in New York City was $19,077 in 2019, according to the most recent complete data compiled by HUD. If the average voucher household had to meet a 40-times-the-rent minimum income requirement, the household would need to find an apartment for less than $480 per month. There are zero apartments listed at $480 or below in New York City on StreetEasy, Trulia, Apartments.com, or Craigslist, the commonly used apartment listing portals.

57. Voucher holders are low-income and can usually only afford to pay rent with the help of a voucher. As a result, a landlord or broker that requires voucher holders to meet the same minimum income requirements that non-voucher holding tenants must meet results in voucher holders being categorically excluded from all apartments with such requirements.

58. Accordingly, although a broker or landlord with a minimum income requirement may not explicitly say that voucher holders are not allowed to rent at their property, the minimum income requirement nonetheless excludes voucher holders from the property in violation of New York State and New York City laws prohibiting source of income discrimination.

59. Moreover, when applied to voucher holders, minimum income requirements are unnecessary because the Voucher Program already ensures that tenant households pay an affordable amount of their income in rent.

60. The New York City Commission on Human Rights ("NYCCHR") and the New York State Division of Human Rights ("NYSDHR") have each issued guidance providing that it

is illegal to require voucher holders to meet minimum income requirements that landlords or brokers may legally apply to other prospective tenants.

61. The New York City Commission on Human Rights ("NYCCHR") provides, in its guidance to landlords on the application of the New York City prohibition on source of income discrimination, that "[w]here the tenants' rental portion is calculated based on the tenants' income, it is a violation of the Law to impose any additional income requirements on applicants for housing." This is because "when a voucher program calculates the tenant(s)' rent based on their income, the government has already determined that they can afford to pay their required portion."[2] Similarly, NYCCHR's guidance to brokers on the application of New York City human rights law provides that "requiring a specific income" is an "unnecessary and a discriminatory practice" because "[v]oucher programs calculate the tenants' rent to ensure that tenants are able to pay their required portion."[3] NYCCHR's guidance also provides that a guarantor cannot be required for individuals seeking to use a voucher "when the program calculates the tenants' rental portion based on the tenants' income" because "[t]hese programs already calculate the tenants' portion to ensure affordability."[4]

62. Similarly, the NYSDHR provides that "[a]ny income or wealth requirements for vouchered tenants cannot be used as a subterfuge to avoid the law, or have the effect of frustrating the purpose of the Law. A housing provider cannot have a facially neutral income or

[2] *Best Practices for Housing Providers to Avoid Source of Income Discrimination*, New York City Commission on Human Rights. Available at https://www1.nyc.gov/assets/cchr/downloads/pdf/materials/FairHouse_FAQs-Landlord-English.pdf.
[3] *Best Practices for Licensed Salespersons an Brokers to Avoid Source of Income Discrimination*, New York City Commission on Human Rights. Available at https://www1.nyc.gov/assets/cchr/downloads/pdf/materials/FairHouse_FAQBroker-2021Eng.pdf
[4] *Id.*

wealth requirement that is equally applied but has the effect of excluding populations with rental subsidies."[5]

63. These practices are unlawful under the New York City and New York State human rights laws. Nonetheless, brokers and landlords frequently violate New York City and New York State laws prohibiting source of income discrimination by requiring tenants using vouchers to meet the same minimum income requirements as tenants without vouchers.

64. Brokers and landlords who do not wish to accept vouchers frequently impose minimum income requirements in order to reject voucher holders without conveying to the voucher holder that they are engaging in discrimination.

65. Vouchers are also time-limited, and can generally only be used for a short period after they are issued. Applicants for Section 8 vouchers are placed on years-long waiting lists but only have 120 days to find an apartment once they finally receive a voucher unless they are able to obtain an extension of their voucher expiration date.

66. As a result of widespread voucher discrimination, including minimum income requirements applied to voucher holders, voucher holders must frequently accept subpar housing in segregated neighborhoods, or risk losing their voucher altogether.

67. Because of discrimination against voucher holders, renters in New York City frequently spend months or years living in homeless shelters or on the street as they search for a landlord who will accept their voucher, even though they have the ability to cover the cost of an apartment. At least 10,000 New Yorkers are living in shelters despite having housing vouchers

[5] *Guidance on Protections from Source of Income Discrimination in housing Under the New York State Human Rights Law*, New York State Division of Human Rights. Available at https://dhr.ny.gov/sites/default/files/pdf/postings/nysdhr-SOI-guidance-2020.pdf

because they are unable to secure an apartment. Many more are relegated to high-poverty and segregated neighborhoods.

68. As described above, a two-person household must earn less than $47,750 to qualify for a voucher. It is essentially impossible for a household to both qualify for a voucher and meet the income necessary to rent any of Defendants' apartments described in paragraphs 80 to 94.

FACTUAL ALLEGATIONS

A. Defendants' Rental Operations

69. Defendants are residential real estate brokers and/or own, operate, control, supervise and/or manage, either directly or indirectly through their parent-subsidiary or other business affiliations, the Subject Properties, all of which are located in New York City.

70. The Subject Properties are residential real estate properties that are offered for rent in New York City. The Subject Properties offer studio and one-bedroom apartments with various amenities.

71. The Subject Properties are located in various boroughs and neighborhoods in New York City. In Manhattan, the Subject Properties are located in the neighborhoods of Astoria, Elmhurst, Hamilton Heights, Forest Hills and Harlem.

72. At all times relevant to this Complaint, the monthly rent charged by Defendants at each of the Subject Properties did not exceed the Voucher Program's maximum allowable rents.

73. As real estate brokers and/or owners or operators of residential real estate, Defendants are required to comply with anti-discrimination laws under the NYSHRL and the NYCHRL.

74. Defendants, their employees and/or their agents stated to HRI's civil rights testers that Defendants had policies regarding voucher holders that effectively blocked voucher holders from using their voucher as a source of payment for rent at the Subject Properties. Defendants' acts, policies, and practices constitute impermissible discrimination based on source of income.

B. Defendants' Discriminatory Policies and Practices

75. In 2017, HRI began hearing from community partners and attorneys at legal services organizations about the struggles that many individuals and families face in being unable to locate rental properties that would accept their vouchers, and that this problem had become an insurmountable barrier to safe and affordable housing for many members of the New York City community. As a result of this information, HRI began an investigation of New York City rental housing to determine the scope of discrimination against Housing Choice Voucher holders in New York City.

76. HRI investigates housing discrimination through a variety of means, including civil rights testing. Civil rights testers are persons who query housing providers to test the housing providers' compliance with applicable fair housing laws.

77. During these investigations, HRI conducted tests to inquire about the practices and policies of brokers and landlords throughout New York City. Through these tests, HRI discovered rampant source of income discrimination by brokers and landlords throughout New York City. Indeed, in many instances, their investigation revealed a policy or practice of effectively refusing to accept vouchers, which prompted HRI to take steps to address such violations of the law.

78. When a real estate broker posts a listing for an apartment unit, New York law generally requires the broker to obtain authorization from the owner of the property. According

to the New York Comp. Codes Rules & Regulations, "[n]o property shall be advertised unless the real estate broker has obtained authorization for such advertisement from the owner of the property." tit. 19 § 175.25(b)(2)(i). Until November 2020, brokers who did not obtain authorization from the property owner to advertise the unit were required to receive permission from the listing broker and "prominently display" a disclaimer stating, "This advertisement does not suggest that the broker has a listing in this property or properties or that any property is currently available." New York Comp. Codes Rules & Regulations tit. 19 § 175.25(d)(6).

79. None of the listings described in the allegations below contained a disclaimer with the language in New York Comp. Codes Rules & Regulations tit. 19 § 175.25(d)(6).

80. On January 14, 2021, an HRI civil rights tester, calling as a prospective renter, called Corcoran at (347) 528-5256 regarding an available apartment at 46 West 73rd Street #1A in the Upper West Side. At all times relevant to this suit, 46 West 73rd Street #1A, New York, New York was owned by Partnership 92 West, L.P. The listing on StreetEasy advertised an "Extra-Large studio seconds from Central Park!" for $2,100 and no broker's fee, and stated it was listed by Corcoran. The representative from Corcoran did not identify himself but confirmed the apartment was available. When the tester inquired about using a voucher, the Corcoran representative stated, "So the way that it works is that you would still have to qualify . . . you would have to make 40 times the rent and credit qualify." The tester inquired how much 40 times the rent would be and the representative explained it would be around $80,000. The tester explained that she only made $40,000 and asked if it was a "hard requirement." The representative stated "Um, it is. I mean, if you, I would say, right now, even if you were at 35 times the rent . . . you probably would get qualified by the landlord. But at $40,000 . . . you would definitely need to make more than that." Corcoran performed the complained-of actions

on behalf of Partnership 92 West, L.P, was authorized to act on behalf of Partnership 92 West, L.P, and was acting as an agent of Partnership 92 West, L.P at the time of the tester's inquiry.

81. On October 17, 2019, an HRI civil rights tester, calling as a prospective renter, called Corcoran, doing business as Citi Habitats, at (857) 600-5310 regarding an available apartment at 612 W 137th Street #1 in Hamilton Heights. At all times relevant to this suit, 612 W 137th Street #1, New York, New York was owned by M.E.I.T. Associates, L.L.C. Upon information and belief, 612 W 137th Street contains at least six residential units. The StreetEasy listing advertised a one-bedroom apartment for $1,750 per month with no broker's fee, and stated it was listed by Citi Habitats. The representative of Corcoran identified herself as "Lyla" and confirmed the apartment was available. When the tester inquired if he could use his Section 8 voucher, Lyla replied "Sure. . . do you qualify forty times the rent with good credit?" The tester explained that his income was $42,000 but the voucher would allow him to pay the full rent, and that he had a good credit score. Lyla explained that "to qualify for this apartment, you would need $70,000 for your income. If not, then you would need a guarantor, which is 80 times the rent with good credit." The tester asked if he would need to have forty times the rent even if he's able to cover the rent with the voucher, and Lyla replied "Yeah. That's just to qualify for the apartment. The landlord . . . also accepts guarantors." Corcoran performed the complained of actions on behalf of M.E.I.T. Associates, L.L.C., was authorized to act as an agent of M.E.I.T. Associates, L.L.C., and was acting as an agent of M.E.I.T. Associates, L.L.C. at the time of the tester's inquiry.

82. On October 8, 2019, an HRI civil rights tester, calling as a prospective renter, called Voro LLC ("Voro") at (917) 603-0180 regarding an available apartment at 21-16 24th Street #3 in Astoria. At all times relevant to this suit, 21-16 24th Street #3, Astoria, NY, 11105

was owned by Shilpan Patel and Rutuma Gandhi. Upon information and belief, 21-16 24th Street contains three residential units. The StreetEasy listing advertised a one-bedroom apartment for $2,000 per month and stated it was listed by Voro. The representative of Voro identified herself as "Jennifer" and confirmed the apartment was available. When the tester inquired as to whether she could use her voucher at this property, Jennifer stated: "Yeah, as long as you make 40 times the rent and have a 700 credit they would accept it." When the tester explained she made $42,000, Jennifer stated "You would need to make $80,000 a year." The tester inquired "even with the voucher?" and Jennifer responded "yeah, because they have to make sure you make enough to support yourself in the apartment." The tester asked, "So I wouldn't be able to use it?" and Jennifer said, "I don't think so." Voro performed the complained of actions on behalf of Shilpan Patel and Rutuma Gandhi, was authorized to act as an agent of Shilpan Patel and Rutuma Gandhi, and was acting as an agent of Shilpan Patel and Rutuma Gandhi at the time of the tester's inquiry.

83. On October 30, 2019, an HRI civil rights tester, calling as a prospective renter, called Living Real Estate Group, LLC at (914) 343-3817 regarding an available apartment at 88-36 Elmhurst Avenue #1B in Elmhurst. At all times relevant to this suit, 88-36 Elmhurst Avenue #1B, Elmhurst, NY 11373 was owned by 88-36 Elmhurst Avenue, LLC. Upon information and belief, 88-36 Elmhurst Avenue contains at least three residential units. The StreetEasy listing advertised a one-bedroom apartment for $2,000 a month with no broker's fee and stated it was listed by Living Real Estate Group, LLC. The representative of Living Real Estate Group, LLC identified herself as "Romina" and confirmed the apartment was available. When the tester inquired about using his Section 8 voucher, Romina replied, "You can apply for the apartment, so the landlord makes the decision. Like they see, is the income 35 times the gross rent? The

credit should be 700 and above. They see these type of things and they decide if you get approved or not." The tester explained he had good credit and asked if the income limit applied to voucher holders. Romina explained "I think so, the requirements are the same for every applicant. Like you have to be 35 times gross rent. Or if you have a guarantor it has to be 70 times the gross rent." The tester inquired "So if I'm not making 35 times the rent, I wouldn't be able to use my voucher . . . because I only make $42,000, plus my voucher" to which Romina replied, "They would count more like on your income, then with the voucher." Living Real Estate Group, LLC performed the complained of actions on behalf of 88-36 Elmhurst Avenue, LLC, was authorized by 88-36 Elmhurst Avenue, LLC to act as an agent of 88-36 Elmhurst Avenue, LLC, and was acting as an agent of 88-36 Elmhurst Avenue, LLC at the time of the tester's inquiry.

84. On November 5, 2019, an HRI civil rights tester, calling as a prospective renter, called The Realty Depot LLC ("The Realty Depot") at (347) 219-2037 regarding an available apartment at 111-20 76th Road #6 in Forest Hills. At all times relevant to this suit, 111-20 76th Road #6 Forest Hills, NY 11375 was owned by 111-20 76th Realty LLC. Upon information and belief, 111-20 76th Road contains at least three residential units. The StreetEasy listing advertised an "incredible" one bedroom apartment for $2,000 per month and stated it was listed by The Realty Depot. The representative of The Realty Depot identified himself as "Gregory" and confirmed the apartment was available. Gregory asked the tester for her credit score and income. The tester explained she had an income of $42,000 and also had a Section 8 voucher, which would assist her in paying the rent. Gregory replied "That's the co-op building I believe. They only take someone with the 40 times the rent income. No vouchers. Co-ops don't take vouchers, you need a rental building." He later reiterated "Your income has to be 40 times the

rent." The tester inquired "So even with the voucher I wouldn't be able to?" and Gregory replied "No." The Realty Depot performed the complained of actions on behalf of 111-20 76th Realty LLC, was authorized to act as an agent of 111-20 76th Realty LLC, and was acting as an agent of 111-20 76th Realty LLC at the time of the tester's inquiry.

85. On December 17, 2019, an HRI civil rights tester, calling as a prospective renter, called Brooklyn NYC Management LLC at (646) 244-9461 regarding an available apartment at 1961 Madison Avenue #D1 in Harlem. At all times relevant to this suit, 1961 Madison Avenue, New York, New York 10035 was owned by 1961 Madison Realty LLC. Upon information and belief, 1961 Madison Avenue contains at least three residential units. The StreetEasy listing advertised an "Incredible brand new renovated 1 bedroom" for $1,970 with no broker's fee, and stated it was listed by Brooklyn NYC Management LLC. The representative from Brooklyn NYC Management LLC identified herself as "Rose" and said the apartment might be available. When the tester explained that her income was $42,000 but that she had a Section 8 voucher, Rose said "Voucher is the payment method so we can discuss about that afterwards but the landlord requirement is 40 times the rent income." The tester clarified "So even with the voucher you have to meet that?" and Rose replied "Yes." Brooklyn NYC Management LLC performed the complained of actions on behalf of 1961 Madison Realty LLC, was authorized by 1961 Madison Realty LLC to act as an agent of 1961 Madison Realty LLC, and was acting as an agent of 1961 Madison Realty LLC at the time of the tester's inquiry.

86. On February 4, 2020, an HRI civil rights tester, calling as a prospective renter, called Nolita Group Inc. ("Nolita") at (603) 998-8879 regarding an available apartment at 160 Allen Street # 19 in the Lower East Side. At all times relevant to this suit, 160 Allen Street # 19, New York, New York 10002 was owned by Orchard Realty, LLC. Upon information and belief,

160 Allen Street contains at least three residential units. The StreetEasy listing advertised a "Super Sunny Junior 1br/2room studio" for $2,000 per month and stated the apartment was listed by Nolita. The representative of Nolita did not identify himself but confirmed the apartment was available. The representative asked the tester if she made forty-times the rent, and she replied that she did not, but had a Section 8 voucher. The representative of Nolita replied "Yeah, I mean you have to qualify on your own." The tester asked if that applied even with her voucher. The representative replied, "They don't take guarantors . . . you gotta make $80,000 at least." The tester asked, "So I won't be able to use the voucher?" to which the representative responded "It's not necessarily that you can or can't use it, they look at your income. With your income at $42,000, you don't qualify. . . I understand you get a stipend, but . . . you have to qualify, you have to make forty times the rent." Nolita performed the complained of actions on behalf of Orchard Realty, LLC, was authorized by Orchard Realty, LLC to act as an agent of Orchard Realty, LLC, and was acting as an agent of Orchard Realty, LLC at the time of the tester's inquiry.

87. On February 18, 2020, an HRI civil rights tester, calling as a prospective renter, called Proper Real Estate, LLC ("Proper") at (917) 578-2442 regarding an available apartment at 86-31 57th Avenue #2 in Elmhurst. At all times relevant to this suit, 86-31 57th Avenue #2, Elmhurst, New York 11373 was owned by 86-31 57th Ave LLC. Upon information and belief, 86-31 57th Avenue contains at least three residential units. The StreetEasy listing advertised an "Amazing one bedroom apartment" for $1,800 per month and stated it was listed by Proper. The representative from Proper did not identify himself but confirmed the apartment was available. When the tester inquired about using her Section 8 voucher, the broker explained that the management company would want to see close to $80,000 in income. The tester explained that

she makes $42,000, so not she was not close to the income requirement. The broker stated "Most of the time with vouchers I've had a little bit more luck with private homeowners. This goes through like a larger management company so they're a little bit more strict with the requirements." The broker said he would contact the management company to ask if they would consider someone who made less than forty-times the rent. The tester called back the next day, and the broker explained that he spoke to the landlord and, "as long as both people have close to forty-times, savings, good credit, they would consider it." Proper performed the complained of actions on behalf of 86-31 57th Ave LLC, was authorized by 86-31 57th Ave LLC to act as an agent of 86-31 57th Ave LLC, and was acting as an agent of 86-31 57th Ave LLC at the time of the tester's inquiry.

88. On March 3, 2020, a civil rights tester from HRI, calling as a prospective renter, called Triumph Property Group Ltd. ("Triumph") at (917) 655-9180 regarding an available apartment at 56-11 94th Street #3J in Elmhurst. At all times relevant to this suit, 56-11 94th Street #3J, Queens, New York, 11373 was owned by 56-11 94th Street Co., LLC. Upon information and belief, 56-11 94th Street contains at least three residential units. The StreetEasy listing advertised a "sunny fully renovated apartment" for $1,950 per month and stated it was listed by Triumph. The representative from Triumph did not identify himself but confirmed the apartment was available. When the tester asked if she would be able to use her voucher, the representative stated "Possibly, but the landlord requires you to have supplemental income equaling . . . fifty times the monthly rent and good credit." When the tester asked how much that would be, the representative explained it would be around $90,000. The tester explained she made $42,000 and had good credit and hoped to use the voucher to help her pay the rent. The representative responded "No, that wouldn't work." Triumph performed the complained of

actions on behalf of 56-11 94th Street Co., LLC, was authorized by 56-11 94th Street Co., LLC to act as an agent of 56-11 94th Street Co., LLC, and was acting as an agent of 56-11 94th Street Co., LLC at the time of the tester's inquiry.

89. On April 16, 2020, an HRI civil rights tester, calling as a prospective renter, called Manhattan Best Realty Inc. ("Manhattan Best") at (917) 693-0043 regarding an available apartment at 454 West 45th Street #3RW in Hell's Kitchen. At all times relevant to this suit, 454 West 45th Street #3RW New York, New York 10036 was owned by 454 West 45th Street LLC. Upon information and belief, 454 West 45th Street contains at least three residential units. The StreetEasy listing advertised a "Large Jr. One Bedroom" for $2,025 and no broker's fee and stated it was listed by Manhattan Best. The representative of Manhattan Best did not identify herself but confirmed the apartment was available. The representative asked the tester if the combined household income would be forty times the rent, and the tester explained that her income was $42,000 but that she also had a voucher and inquired whether she would be able to use it. The representative replied, "I don't know too much about the vouchers, I would have to find out from the landlord." The tester explained that her voucher would pay a portion of the rent and she would pay the rest using her income. The representative said "the standard requirement they are looking for is forty times the rent. So I believe this comes to something like $85,000 with what you have to show as income or combined income . . . The other option is if you have a New York State guarantor that makes 80 times the rent . . ." Manhattan Best was performed the complained of actions on behalf of 454 West 45th Street LLC, was authorized to act as an agent of 454 West 45th Street LLC, and was acting as an agent of 454 West 45th Street LLC at the time of the tester's inquiry.

90. On June 23, 2020, an HRI civil rights tester, calling as a prospective renter, texted with Bond New York Properties Brokerage LLC ("Bond New York") at (347) 277-9628 regarding an apartment at 1596 Third Avenue #2DD in Carnegie Hill. At all times relevant to this suit, 1596 Third Avenue #2DD, New York, New York 10128 was owned by R.S.F. Realty, LLC. Upon information and belief, 1596 Third Avenue contains at least three residential units. The StreetEasy Listing advertised a studio apartment for $1,950 per month and stated it was listed by Bond New York. The representative of Bond New York confirmed the apartment was available and sent the tester a video of the unit. When the tester inquired if she could use her voucher at the property, she was informed that she could but that she would need to make forty times the rent if she was responsible for paying a portion of the rent. Bond New York performed the complained of actions on behalf of R.S.F. Realty, LLC, was authorized to act as an agent of R.S.F. Realty, LLC, and was acting as an agent of R.S.F. Realty, LLC at the time of the tester's inquiry.

91. On August 5, 2020, an HRI civil rights tester, calling as a prospective renter, called Pi Capital Partners, LLC ("Pi Capital Partners") at (718) 779-4395 regarding an available apartment at 51-35 Reeder Street #326 in Elmhurst. Upon information and belief, 51-35 Reeder Street contains at least three residential units. The StreetEasy listing advertised a "brand new spacious Studio" for $1,650 per month with no broker's fee, and stated it was listed by Pi Capital Partners. At all times relevant to this suit, 51-35 Reeder Street #326, Elmhurst NY 11373 was owned by 85-15 Queens Blvd. Realty, LLC. The representative of Pi Capital Partners did not identify herself but confirmed the apartment was available. When the tester inquired if she could use her Section 8 voucher, the representative replied, "Well if you qualify, you know, we have our requirements, so, forty-times the rent, good credit . . . we really check everything, landlord's

reference letter, all the paperwork must be required." When the tester informed the representative that her income was $42,000, the representative said, "the cheapest studio we have, I think it's $1800, so that's $72,000." The tester inquired "so I wouldn't be able to then?" and the representative replied "Yeah, I'm sorry, we're really strict . . . the income, it's not enough." Pi Capital Partners performed the complained of actions on behalf of 85-15 Queens Blvd. Realty, LLC, was authorized by 85-15 Queens Blvd. Realty, LLC to act as an agent of 85-15 Queens Blvd. Realty, LLC, and was acting as an agent of 85-15 Queens Blvd. Realty, LLC at the time of the tester's inquiry.

92. On August 12, 2020, an HRI civil rights tester, calling as a prospective renter, called Besa Realty Corp., at (718) 207-5644 regarding an available apartment at 352 East 76th Street #2RW in Lenox Hill. At all times relevant to this suit, 352 East 76th Street #2RW, New York, New York NY 10021 was owned by Khamin Associates, LLC. Upon information and belief, 352 East 76th Street contains at least three residential units. The StreetEasy listing advertised a studio apartment for $1,850 and stated it was listed by Besa. The representative from Besa identified himself as "Eric" and confirmed the apartment was available. When the tester inquired about using her voucher, Eric responded "No, I don't think these are Section 8 apartments . . . let me double check, they require forty-times income." When the tester again asked about using her voucher, said he would double check and get back to her. When the tester called back the next day, Eric stated "they require income and credit." Eric further explained that the income requirement is "forty-times the rent roll . . . about $70,000." Besa performed the complained of actions on behalf of Khamin Associates, LLC, was authorized by Khamin Associates, LLC to act as an agent of Khamin Associates, LLC, and was acting as an agent of Khamin Associates, LLC at the time of the tester's inquiry.

93. On January 21, 2021, an HRI civil rights tester, calling as a prospective renter, called Alpha Properties LLC ("Alpha") at (347) 227-5167 regarding an available apartment at 199 Henry Street #2 in Two Bridges. At all times relevant to this suit, 199 Henry Street, New York, New York 10002 was owned by Chanway Realty Co. Inc. Upon information and belief, 199 Hery Street contains at least three residential units. The listing on StreetEasy advertised a "RENOVATED amazing 1BR Apartment" for $1,745 per month with no broker's fee and stated it was listed by Alpha. The representative from Alpha did not identify himself but confirmed the apartment was available. The representative asked the tester about her income and she said: "I make around $40,000 and then I also have a Section 8 Voucher to help me pay for the rent." The representative said "$40,000 is less than the requirements . . . the management is very strict, they want 40 times the rent and they want about 700 credit score. However, however, potentially I have a different management that they are more easygoing." The tester asked the representative if he could ask because even though her income was low, the voucher would help pay the rent. The representative replied "The thing is that, what's going to happen in a year and a half for example, say you don't have it anymore. They don't really mind taking it, it's just that they want to see that whoever is going to be there is qualified. That said, maybe I have a different management that they are more easygoing, and I'll try to find you something similar for the same price point." The Alpha Properties representative discussed a few other apartments in other neighborhoods with a "more easygoing" landlord, and the tester said: "So this one is definitely a no, though, right?" to which the representative replied "I mean yeah, I don't want to waste your time honestly. They are very strict." Alpha performed the complained of actions on behalf of Chanway Realty Co. Inc., was authorized to act as an agent of Chanway Realty Co. Inc., and was acting as an agent of Chanway Realty Co. Inc. at the time of the tester's inquiry.

94. On May 14, 2021, an HRI civil rights tester, calling as a prospective renter, called Metropolitan Equities, LLC ("Metropolitan") at (212) 217-6187 regarding an available apartment at 48 E 1st Street in New York, New York. At all times relevant to this suit, 48 E 1st Street New York, New York 10003 was owned by 1st Street EV Realty, LLC. Upon information and belief, 48 E 1st Street contains at least three residential units. The listing on Trulia advertised a studio apartment for $1,795 per month and listed Metropolitan as the contact for the property. The representative of Metropolitan did not identify herself but confirmed the apartment was available. When the tester inquired whether he could use his Section 8 voucher, the representative replied "Yeah pretty sure as long as you qualify, you still have to meet the requirements, like you know, you have to show . . . 40 times the rent in income and six months' worth of liquid assets in banking accounts." The tester explained that he did not think he met those requirements and asked if those requirements were still in place even if he used his voucher, to which the representative replied "Yeah, those are the landlord's requirement . . . He's pretty strict about those too." Metropolitan performed the complained of actions on behalf of 1st Street EV Realty, LLC, was authorized to act as an agent of 1st Street EV Realty, LLC, and was acting as an agent of 1st Street EV Realty, LLC at the time of the tester's inquiry.

95. Upon information and belief, and based on the statements Defendants and their representatives made to HRI civil rights testers during the calls described above, Defendants have policies or practices of refusing to accept Housing Choice Vouchers at the Subject Properties, which Defendants are the brokers for, own, or manage.

96. By their acts, policies, and practices, Defendants refuse to rent to individuals who intend to use Housing Choice Vouchers at their rental properties. In doing so, Defendants unlawfully discriminate against renters in New York City based on their source of income.

97. Upon information and belief, Defendants and/or their owners, subsidiaries, and affiliates designed, participated in, supervised, controlled, and/or approved the discriminatory policy or practice the representative or representatives expressed on the phone calls and/or in the text messages described above. As a result, each of the Defendants is liable for the unlawful conduct described herein.

98. Defendants' unlawful acts as described above were, and are, intentional and willful, and have been, and are, implemented with callous and reckless disregard for the statutorily protected rights of renters who intend to use Housing Choice Vouchers as a source of income to help pay the rent.

C. Effect of Defendants' Discriminatory Policies

99. Because of policies that are effectively voucher bans, like those enforced by Defendants, it is extremely difficult for families with Housing Choice Vouchers to obtain housing. As New Yorkers with vouchers are well aware, according to HUD, "[i]t takes a lot of work to find housing with a voucher. The search requires sifting through numerous advertisements, making numerous calls, and facing frequent rejection."[6] Low-income New Yorkers with vouchers are frequently forced to stay in homeless shelters for years,[7] despite possessing the means to pay for integrated housing on the open market. The challenges are more acute in New York City than nearly any other jurisdiction.[8]

[6] U.S. Department of Housing and Urban Development, Office of Policy Development and Research, *A Pilot Study of Landlord Acceptance of Housing Choice Vouchers* (2018).
[7] See, e.g., VOCAL-NY and TakeRoot Justice, *Vouchers to Nowhere: How Source of Income Discrimination Happens and the Policies That Can Fix It* (2020).
[8] U.S. Dep't of Housing and Urban Development, *Study on Section 8 Voucher Success Rates* (2001) (last HUD study of voucher success rates in New York, finding that only 57% of voucher-holders in New York City in the year 2000 succeeded in obtaining an apartment).

100. All of the apartment units listed by Defendants were priced at $1,595 or higher, meaning that even the highest-income voucher holders would fall well below Defendants' minimum income requirements by several hundred dollars per month and would be unable to rent in Defendants' properties.

101. Defendants' discriminatory policies contribute to racial and socioeconomic segregation in New York City.

102. Defendants' discriminatory policies result in a substantial decrease in the inventory of safe and affordable housing available to low-income tenants.

103. Voucher holders who are unable to obtain housing in Defendants' neighborhoods as a result of Defendants' discriminatory policies instead obtain housing in poorer, disproportionately minority neighborhoods, if they are able to find housing at all. The effect of Defendants' policies is to worsen racial and socioeconomic segregation by imposing disproportionate burdens on non-white, low-income New Yorkers seeking to move to integrated neighborhoods and cut off opportunities for needy families by relegating families to segregated areas of New York City. The result of voucher rejection is racial segregation and the high concentration of voucher holders in high-poverty neighborhoods in New York City. The high concentration of voucher holders in high-poverty neighborhoods undermines the purpose of the Housing Choice Voucher program: to increase mobility and opportunity, deconcentrate poverty, and diminish racial segregation.

104. Defendants' policies harm the individuals in the communities that HRI serves.

105. Defendants' policies violate statutorily protected rights of renters who intend to use Housing Choice Vouchers as a source of income to help pay for the rent.

106. Defendants' minimum income requirements as applied to voucher holders are clear and direct discrimination against voucher holders and constitute a refusal to rent because of lawful source of income.

107. Moreover, Defendants' minimum income requirements have a disparate impact on voucher holders by effectively preventing all, or nearly all, voucher holders from obtaining housing, because almost no Housing Choice Voucher holder meets the requirements for Defendants' apartments.

108. Defendants knew, or should have known, that their use of minimum income requirements on voucher holder applicants would result in the exclusion of virtually all voucher holders from their properties, and that these requirements violate the New York State Human Rights Law and the New York City Human Rights Law because such requirements discriminate against individuals on the basis of lawful source of income.

HARM TO HRI AND THE COMMUNITIES IT SERVES

109. Defendants' unlawful conduct has harmed and continues to harm HRI and the communities that it serves.

110. Since its founding, a core part of HRI's mission has been preserving affordable housing in New York City and assisting tenants in securing and maintaining access to affordably priced housing. It has historically done this by counseling and organizing tenants in New York City about their rights to affordable housing and transparency by landlords, such as rights guaranteed by rent-stabilization laws, tax reporting requirements and other laws. HRI further assists tenants by referring them to legal counsel who advise them of their legal options and by bringing legal actions against landlords who seek to evade these affordable housing laws and reporting requirements.

111. Through HRI's counseling, organizing and referral efforts, it has successfully and substantially increased the inventory of affordably-priced housing in New York City when the tenants who it counsels and organizes are able to secure agreements with landlords around the City ensuring that units will be affordably priced.

112. These gains, however, have been jeopardized and offset by an epidemic of source of income discrimination around New York City, including the discriminatory policies of the Defendants alleged herein. Beginning in 2017, HRI began hearing from its community partners that widespread source of income discrimination in New York City's housing markets threatened to worsen the affordable housing crisis by placing thousands of otherwise affordable housing units off limits to low-income tenants with vouchers.

113. As a result, HRI was compelled to divert hundreds of hours of time and scarce financial resources to fully investigate and identify the extent of housing providers' unlawful source of income discrimination practices through its civil rights testing program and to determine how to counteract these practices. HRI employed a testing program to monitor compliance with federal, state, and local civil rights laws that prohibit discrimination against members of legally protected classes—including race, disability, religion, national origin, gender, family status, and source of income, among others. When HRI found Defendants were engaged in source of income discrimination, it was required to divert scarce resources to address the problem through education and outreach, advocacy, training, collaboration and, if necessary, enforcement. This diversion and expenditure of resources has come in several forms, as described below.

114. Because it is not only important to remedy past discrimination, but to take steps to prevent similar future discrimination from occurring, the activities used in this effort have also

included outreach and education directed at affected or potentially affected populations, the public at large, enforcement agencies and the owners and employee of the entities engaged in the discriminatory activity.

115. In response to HRI's investigation, HRI was compelled to divert hundreds of hours of resources to an extensive education and outreach campaign to the affected communities in an effort to combat Defendants' discrimination. This included:

- creating and providing know-your-rights material to hundreds of schools, churches, community boards and other local partners informing them of the rights of prospective tenants and the responsibilities of landlords and brokers concerning source of income discrimination;
- creating and publishing website content for HRI's website about source of income discrimination;
- communicating with the New York State Division on Human Rights to discuss HRI's findings and how the State could combat these violations;
- reaching out to the offices of local elected officials and discussing HRI's findings; and
- conducting outreach directly to the Defendants to educate them about their responsibilities as landlords and brokers.

Not including the time spent investigating using testers, HRI's staff expended more than 240 hours on education and outreach.

116. Defendants' discriminatory policies and practices have diverted HRI's resources away from its organizing, counseling and referral services in order to address the rampant source of income discrimination that is pervasive in New York City. For example, during 2020 and 2021, HRI had expected to organize and counsel a sufficient number of tenants such that at least

2,000 housing units across New York City would be returned to affordability as a result of HRI's efforts. Instead, HRI was forced to spend resources combatting Defendants' source of income discrimination, causing HRI to fall approximately 50% short of its goal.

117. If HRI had not been required to divert such resources to address Defendants' discrimination, HRI would have used those resources to further its efforts to preserve and maintain affordable housing, including its counseling, organizing and referral of tenants who have been overcharged and subject to other fraudulent practices by their landlords that have resulted in unaffordable housing. This diversion has reduced the impact of HRI's affordable housing advocacy, as well as adversely impacted HRI's ability to engage in its other programmatic activities.

118. If HRI did not engage in activities to combat Defendants' source of income discrimination policies and practices, HRI's successes in maintaining and preserving affordable housing in New York City would be rolled back, due to the resulting reduced inventory of affordable housing available to low-income residents of New York City caused by Defendants' source of income discrimination.

119. Prior to and at the time of filing this action, Defendants' wrongdoing has injured, and—if left unaddressed—will continue to injure HRI by frustrating its mission to promote fair housing opportunities and preserve and maintain affordable housing in New York City, and will require HRI to continue to divert its efforts and programming to combat practices that deny housing opportunities to voucher holders, preventing HRI from continuing its other counseling, organizing and referral efforts on behalf of tenants.

120. Defendants' discriminatory policies and practices have had the effect of reducing the available inventory of safe and affordable housing around New York City, leading to an increased demand and need for HRI's organizing, counseling and referral services.

121. The New York State Division on Human Rights provides that "housing advocacy organizations can file a complaint about any discriminatory policy or practice of a housing provider, such as may be stated in any advertisement, or which is revealed by responses of a housing provider to inquiries by the agency or its testers, or by other investigative means."[9]

FIRST CLAIM FOR RELIEF

(New York State Human Rights Law)

122. Plaintiff restates and incorporates by reference the preceding paragraphs as if fully set forth herein.

123. Defendants are brokers and/or landlords of housing accommodations and/or have the right to approve the rental accommodations located in New York State as defined by New York Consolidated Laws Service, Executive Law § 292(10) as "any building, structure, or portion thereof which is used or occupied or is intended, arranged or designed to be used or occupied, as the home, residence, or sleeping place of one or more human beings."

124. New York Consolidated Laws Service, Executive Law § 292(36) provides that "lawful source of income" includes "any form of federal, state, or local public assistance or housing assistance including, but not limited to, section 8 vouchers."

125. New York Consolidated Laws Service, Executive Law § 296(5)(a)(1) provides that it shall be "an unlawful discriminatory practice for the owner, lessee, sub-lessee, assignee, or managing agent of, or other person having the right to sell, rent or lease a housing

[9] *Guidance on Protections from Source of Income Discrimination in housing Under the New York State Human Rights Law*, New York State Division of Human Rights. Available at https://dhr.ny.gov/sites/default/files/pdf/postings/nysdhr-SOI-guidance-2020.pdf

accommodation … or any agent or employee thereof … to refuse to sell, rent, lease or otherwise to deny to or withhold from any person or group of persons such a housing accommodation because of . . . lawful source of income."

126. New York Consolidated Laws Service, Executive Law § 296(5)(a)(2) provides that it shall be "an unlawful discriminatory practice for the owner, lessee, sub-lessee, assignee, or managing agent of, or other person having the right to sell, rent or lease a housing accommodation … or any agent or employee thereof … to discriminate against any person because of . . . lawful source of income. . . in the terms, conditions or privileges of the . . . rental or lease of any such housing accommodation or in the furnishing of facilities or services in connection therewith."

127. New York Consolidated Laws Service, Executive Law § 296(5)(a)(3) provides that it shall be "an unlawful discriminatory practice for the owner, lessee, sub-lessee, assignee, or managing agent of, or other person having the right to sell, rent or lease a housing accommodation … or any agent or employee thereof … to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for the purchase, rental or lease of such housing accommodation or to make any record or inquiry in connection with the prospective purchase, rental or lease of such a housing accommodation which expresses, directly or indirectly, any limitation, specification or discrimination as to . . . lawful source of income . . or any intent to make any such limitation, specification or discrimination."

128. New York Consolidated Laws Service, Executive Law § 296(5)(c)(1) provides that it shall be "an unlawful discriminatory practice for any real estate broker, real estate salesperson or employee or agent thereof … to refuse to sell, rent or lease any housing

accommodation … to any person or group of persons or to refuse to negotiate for the . . . rental or lease, of any housing accommodation . . . because of the … lawful source of income . . . of such person or persons . . . or otherwise to deny or withhold any housing accommodation . . . or any facilities of any housing accommodation . . . from any person or group of persons because of the . . . lawful source of income . . . of such person or persons."

129. New York Consolidated Laws Service, Executive Law § 296(5)(c)(2) provides that it shall be "an unlawful discriminatory practice for any real estate broker, real estate salesperson or employee or agent thereof … to print or circulate or cause to be printed or circulated any statement . . . or to make any record or inquiry in connection with the prospective . . . rental or lease of any housing accommodation . . . which expresses, directly or indirectly, any limitation, specification, or discrimination as to . . . lawful source of income . . . or any intent to make any such limitation, specification or discrimination."

130. New York Consolidated Laws Service, Executive Law § 296(6) provides that it shall be an "unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this article, or to attempt to do so."

131. Defendants violated § 296 by engaging in the behaviors prohibited by New York Consolidated Laws Service, Executive Law § 296, including but not limited to making discriminatory statements and/or adopting policies that deny or withhold apartments for rent because of source of income, and/or by aiding or abetting such discriminatory statements and/or practices or policies.

132. Defendants' minimum income requirements as applied to voucher holders are clear and direct discrimination against voucher holders and constitute a refusal to rent because of lawful source of income.

133. Moreover, Defendants' minimum income requirements have a disparate impact on voucher holders by effectively preventing all, or nearly all, voucher holders from obtaining housing. The New York State Division of Human Rights (NYSDHR) provides in official guidance, *Guidance on Protections From Source of Income Discrimination in Housing Under the New York State Human Rights Law* that a housing provider "cannot have a facially neutral income or wealth requirement that is equally applied but has the effect of excluding populations with rental subsidies."

134. Defendants' conduct was willful and intentional.

135. Plaintiff HRI is a "person" pursuant to New York Consolidated Laws Service, Executive Law § 292(1) and has suffered damages as a direct and proximate result of Defendants' discriminatory conduct.

136. Accordingly, under New York Consolidated Laws Service, Executive Law § 297(9), Plaintiff is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

SECOND CLAIM FOR RELIEF

(New York City Human Rights Law: Source of Income Discrimination)

137. Plaintiff restates and incorporates by reference the preceding paragraphs as if set forth fully herein.

138. Defendants are the brokers and/or landlords of housing accommodations and/or have the right to approve the rental accommodations located in New York City as defined by Section 8-102(10) of the New York City Administrative Code to include "any building . . . which is used or occupied . . . as the home, residence or sleeping place of one or more human beings."

139. Section 8-102(25) of the New York City Administrative Code provides that "lawful source of income" includes income derived from "any form of federal, state or local public assistance or housing assistance including section 8 vouchers."

140. Section 8-107(5)(a)(1) of the New York City Administrative Code provides that it shall be "an unlawful discriminatory practice for the owner, lessor, lessee, sublessee, assignee, or managing agent of, or other person having the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation … or any agent or employee thereof … to refuse to sell, rent, lease, approve the sale, rental or lease or otherwise deny to or withhold from any person or group of persons such a housing accommodation" because of any lawful source of income.

141. Section 8-107(5)(a)(1) of the New York City Administrative Code provides that it shall be "an unlawful discriminatory practice for the owner, lessor, lessee, sublessee, assignee, or managing agent of, or other person having the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation … or any agent or employee thereof … to refuse to . . . lease or otherwise to deny or withhold from any person or group of persons such a housing accommodation" because of any lawful source of income.

142. Section 8-107(5)(a)(3) of the New York City Administrative Code provides that it shall be "an unlawful discriminatory practice for the owner, lessor, lessee, sublessee, assignee, or managing agent of, or other person having the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation … or any agent or employee thereof … to declare, print or circulate or cause to be declared, printed or circulated any statement, advertisement or publication or to use any form of application for the . . . rental or lease of such housing accommodation . . . or to make any record or inquiry in conjunction with the prospective . . .

rental or lease of such a housing accommodation . . . which expresses, directly or indirectly, any limitation, specification, or discrimination as to . . . any lawful source of income . . . or any intent to make such limitation, specification or discrimination."

143. Section 8-107(5)(c)(1) of the New York City Administrative Code provides that it shall be "an unlawful discriminatory practice for any real estate broker, real estate salesperson or employee or agent thereof, to refuse to sell, rent or lease any housing accommodation . . . or to refuse to negotiate for the sale, rental or lease, of any housing accommodation … to any person or group of persons … because of any lawful source of income of such person or persons . . . or otherwise to deny or withhold any housing accommodation . . . because of any lawful source of income of such person or persons."

144. Section 8-107(5)(c)(2) of the New York City Administrative Code provides that it shall be "an unlawful discriminatory practice for any real estate broker, real estate salesperson or employee or agent thereof, to declare, print or circulate or cause to be declared, printed or circulated any statement, advertisement or publication . . . or to make any record or inquiry in connection with the prospective . . . rental or lease of any housing accommodation . . . which expresses, directly or indirectly, any limitation, specification or discrimination as to . . . lawful source of income . . . or any intent to make such limitation, specification or discrimination."

145. Section 8-107(6) of the New York City Administrative Code provides that "it shall be an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this chapter, or to attempt to do so."

146. Defendants violated Sections 8-107(5)(a), 8-107(5)(c), and/or 8-107(6) of the New York City Administrative Code by adopting prohibited policies and practices, including but not limited to making discriminatory statements and/or adopting practices or policies that deny

or withhold apartments for rent because of source of income, and/or by aiding and abetting such discriminatory statements and/or practices or policies.

147. Defendants' minimum income requirements as applied to voucher holders are clear and direct discrimination against voucher holders and constitute a refusal to rent because of lawful source of income. The NYCCHR provides in official guidance, *Best Practices for Housing Providers to Avoid Source of Income Discrimination*, "[w]here the tenants' rental portion is calculated based on the tenants' income, it is a violation of the Law to impose any additional income requirements on applicants for housing."

148. Moreover, Defendants' minimum income requirements have a disparate impact on voucher holders by effectively preventing all, or nearly all, voucher holders from obtaining housing.

149. Defendants' conduct was willful and intentional.

150. Plaintiff HRI is a "person aggrieved" as defined in the New York City Administrative Code § 8-502, and has suffered damages as a direct and proximate result of Defendant's discriminatory conduct.

151. Accordingly, under New York City Administrative Code §§ 8-502(a) and (f), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE Plaintiff HRI respectfully requests that the Court:

(a) Enter judgment declaring that Defendants' acts, policies, practices, and statements of applying minimum income requirements to voucher holders constitutes source of income discrimination in violation of the New York City Human Rights Law ("NYCHRL"), New

York City Administrative Code § 8-102, 107 *et. seq.*, and the New York State Human Rights Law ("NYSHRL"), New York Consolidated Laws Service, Executive Law § 296;

(b) Enter judgment for appropriate permanent injunctive relief, including an order that Defendants abandon their policies or practices of applying minimum income requirements to voucher holders and instead accept tenants without regard to sources of income, and such remedial actions as are necessary to ameliorate Defendants' past illegal discriminatory conduct;

(c) Award HRI monetary damages in an amount to be determined at trial;

(d) Award HRI reasonable attorneys' fees and costs;

(e) Award HRI punitive damages in an amount to be determined at trial; and

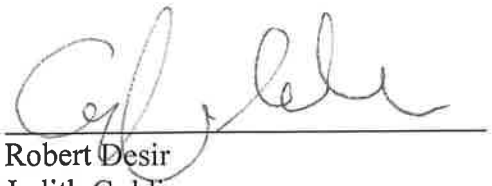
(f) Grant such other relief as the Court may deem just and proper.

Dated: May 10, 2022

Respectfully submitted,

/s/ Matthew K. Handley
Matthew K. Handley
Rachel Nadas, *pro hac vice* forthcoming
HANDLEY FARAH & ANDERSON PLLC
200 Massachusetts Avenue, NW – 7th Floor
Washington, DC 20001
Phone: (202) 559-2411
Email: mhandley@hfajustice.com
rnadas@hfajustice.com

/s/ Martha E. Guarnieri
Martha E. Guarnieri, *pro hac vice* forthcoming
HANDLEY FARAH & ANDERSON PLLC
1727 Snyder Avenue
Philadelphia, PA 19145
Phone: (215) 422-3478
Email: mguarnieri@hfajustice.com



Robert Desir
Judith Goldiner
Lilia Toson
Samuel Frizell
Caryn Schreiber
LEGAL AID SOCIETY
199 Water Street
3rd Floor
New York, NY 10038
Phone: (646) 581-7506
Email: rrdesir@legal-aid.org

Counsel for Plaintiff

VERIFICATION

STATE OF NEW YORK)
: ss.:
COUNTY OF New York)

AARON CARR, being duly sworn, deposes and says:

1. I am the Executive Director of Plaintiff HOUSING RIGHTS INITIATIVE in the above-entitled proceeding.

2. I have read the contents of the foregoing Complaint.

3. The information stated therein is true to my own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe the information to be true.

Dated: May 9, 2022
New York, NY

AARON CARR

Sworn to before me this 9 day of May, 2022.

NOTARY PUBLIC

EUCARYS S MARTINEZ
Notary Public - State of New York
NO. 01MA6348755
Qualified in Bronx County
My Commission Expires Oct 3, 2024