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

REGINA ALSTON, SANDRA VAUGHN-COOKE, and FAIR HOUSING JUSTICE CENTER,

Plaintiffs,

v.

STARRETT CITY, INC. and GRENADIER REALTY CORP.,

Defendants.

Index No. _____

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to serve upon Plaintiffs' attorneys an answer to the complaint in this action within twenty (20) days after the service of this summons and complaint, exclusive of the day of service, or within thirty (30) days after service is complete if this summons and verified complaint is not personally delivered to you in the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the verified complaint.

Plaintiffs designate New York County as the place of trial. Venue is based on CPLR §§ 503(a) and (d) because Plaintiff Fair Housing Justice Center resides in New York County.

Dated: August 26, 2015

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

REGINA ALSTON, SANDRA VAUGHN-COOKE, and FAIR HOUSING JUSTICE CENTER, Plaintiffs, v. STARRETT CITY, INC. and GRENADIER REALTY CORP., Defendant.	Index No. **VERIFIED COMPLAINT**

Plaintiff Regina Alston ("Ms. Alston"), Plaintiff Sandra Vaughn-Cooke ("Ms. Vaughn-Cooke"), and Plaintiff Fair Housing Justice Center ("FHJC") (hereinafter collectively referred to as "Plaintiffs"), by and through their attorneys Mayer Brown LLP, and The Legal Aid Society ("Legal Aid"), complain of Defendant Starrett City, Inc. and Defendant Grenadier Realty Corp. (hereinafter collectively referred to as "Defendants") as follows:

NATURE OF THE ACTION

1. This is an action brought by Ms. Alston, Ms. Vaughn-Cooke, and FHJC against Defendants pursuant to New York City Administrative Code Section 8-107 *et. seq.*, because of Defendants' unlawful practice of refusing to rent housing to applicants whose source of income to pay the monthly rent is the Living in Communities ("LINC") Rental Assistance Program (the "LINC Program"). The Commissioner of the New York City Human Resources Administration ("HRA") created the LINC Program in a joint effort with the Commissioner of the New York City Department of Homeless Services ("DHS") in order to implement Mayor Bill de Blasio's priority of moving families from shelters into stable housing. There are five versions of the LINC Program designed to meet the varied needs of families and single adults.

2. The positive impact of permanent housing in the lives of these working New York families is well-documented. *See, e.g.*, HUD Family Options Study July 7, 2015 http://www.huduser.org/portal//portal/sites/default/files/pdf/FamilyOptionsStudy_final.pdf. The LINC Program also serves the taxpayers of New York by moving residents of publicly funded shelters into permanent housing, greatly reducing the government's monthly costs.

3. The LINC I Program assists families in shelters who are working full-time, but are unable to afford stable housing on their own to relocate from the New York City shelter system. The LINC I Program gives an invaluable foothold to families who are attempting to move away from the shelter system and an opportunity for these families to establish stable, independent lives in their own apartments.

4. The LINC IV Program provides rental assistance to single adults and adult couples living in shelters who are either senior citizens (over the age of 60) or who have a disability and are unable to afford stable housing on their own to relocate from the City shelter system despite having qualified income. The LINC IV Program gives an invaluable foothold to homeless adults who are attempting to move away from the shelter system and an opportunity for these adults to establish stable, independent lives in their own apartments.

5. Upon information and belief, at all relevant times hereto, Defendants owned, operated, and managed the apartment complex located at and near 1255 Pennsylvania Avenue, Brooklyn, NY 11239, which is now known as Spring Creek Towers and remains incorporated under its former name, Starrett City ("Spring Creek Towers").

6. On or about February 1, 2015, Ms. Alston called Spring Creek Towers to inquire about a two-bedroom apartment that Ms. Alston saw advertised on Spring Creek Towers' website. At the time, Ms. Alston and her family, including her domestic partner

and two children, were homeless and residing in an emergency shelter operated by a contractor of DHS. After mentioning that she would be relying on the LINC Program, a Spring Creek Towers representative told Ms. Alston that Spring Creek Towers does not accept LINC vouchers.

7. On or about July 24, 2015, Ms. Vaughn-Cooke called Spring Creek Towers to inquire about available one-bedroom apartments. After asking whether Spring Creek Towers accepts LINC vouchers, a Spring Creek Towers representative told Ms. Vaughn-Cooke that Spring Creek Towers does not accept LINC vouchers.

8. Upon first learning about Defendants' illicit practices, in or around March 2015 FHJC had assigned "testers" to call Spring Creek Towers and inquire about the availability of rental units. A tester is an individual who works for FHJC and contacts housing providers to express interest in renting an apartment to gather information about whether discriminatory factors are relied upon by the realtor or landlord in rental decisions. FHJC assigned testers to contact Spring Creek Towers' representatives, determine if apartments were available, and ascertain whether such apartments could be rented using the LINC Program. The results were telling.

9. Spring Creek Towers' agents informed all FHJC testers that the pertinent apartments were indeed available, but explicitly and openly announced to the testers that Spring Creek Towers does not accept the LINC Program.

10. The statements made by Spring Creek Towers' representatives are unambiguous. One agent of Spring Creek Towers declared, "We don't take the LINC Program" and explained that "LINC is a new program that just came out last year; we do not

take that program." In response to a tester's inquiry if Spring Creek Towers accepted LINC I vouchers, another agent of Spring Creek Towers plainly answered, "No, we don't."

11. Each of these examples is an overt expression of discrimination on the basis of a lawful source of income—the LINC Program—of the sort that the New York City Human Rights Law expressly prohibits. Defendants' discriminatory conduct directly prevented Ms. Alston and Ms. Vaughn-Cooke from renting suitable apartments.

12. As a result of this discrimination, Ms. Alston was forced to remain with her family in a crowded, unsanitary shelter at government expense. Thereafter, Ms. Alston moved her family to public housing because it would allow her family to leave the shelter as soon as possible even though Ms. Alston would have preferred to live at Spring Creek Towers. Ms. Alston was not given a choice of public housing units, and she and her family presently reside in the one unit they were offered.

13. As a result of this discrimination, Ms. Vaughn-Cooke has been forced to remain in a crowded, unsanitary shelter at government expense.

14. This action seeks to remedy Ms. Alston's and Ms. Vaughn-Cooke's unlawful treatment and compensate them for the mental and physical suffering they have endured because Defendants openly violate the law.

PARTIES

15. Plaintiff Ms. Alston is 42-year-old mother of two. For the past eight years, Ms. Alston has worked for the New York City Department of Education as a Bus Attendant for children with special needs. Her domestic partner works as a car attendant. They are raising a seven-year old daughter and her household also includes her twenty-year old, high-

school-educated son. Presently, Ms. Alston's daughter is enrolled in a charter school in Brooklyn, New York. Prior to raising and supporting a family, Ms. Alston earned her high school diploma and completed significant coursework in pursuit of an undergraduate degree.

16. At all relevant times hereto, Ms. Alston had a lawful source of income through the LINC I Program to assist her with rent for her family.

17. Plaintiff Ms. Vaughn-Cooke is a 64-year-old single woman. She received her undergraduate degree in accounting from the University of the District of Columbia in 1993 and graduated from Howard University Law School in 1999. She has worked as a financial accountant and as an actor.

18. At all relevant times hereto, Ms. Vaughn-Cooke had a lawful source of income through the LINC IV Program to assist her with rent.

19. Plaintiff FHJC is a non-profit organization based in Manhattan dedicated to ensuring that all people have equal access to housing opportunities in the New York City region by eliminating housing discrimination and creating open and inclusive communities.

20. Defendant Starrett City, Inc. is a New York Corporation located at 1255 Pennsylvania Avenue, Brooklyn, NY 11239. Upon information and belief, at all relevant times hereto, Starrett City, Inc. owned and operated Spring Creek Towers.

21. Defendant Grenadier Realty Corp. is a New York Corporation located at 1230 Pennsylvania Avenue, Brooklyn, NY 11239. Upon information and belief, at all relevant times hereto, Grenadier Realty Corp. provided real estate management services to Spring Creek Towers.

22. Spring Creek Towers is located in Brooklyn, New York at and near 1255 Pennsylvania Avenue, 11239, with its management office located at 1279 Delmar Loop (on Pennsylvania Avenue), Brooklyn, New York 11239. Upon information and belief, at all relevant times hereto, Spring Creek Towers was a 5,881-unit, 46-tower building apartment complex in the Spring Creek section of Brooklyn. Spring Creek Towers is situated on 153 acres of lawns, playgrounds, fields, and tree-lined streets.

JURISDICTION

23. This Court has personal jurisdiction over Defendants 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 this Complaint took place in the state of New York.

24. Venue is proper pursuant to CPLR 503(a) and 503(d) because Plaintiff FHJC resides in New York County.

JURY DEMAND

25. Plaintiffs hereby demand a trial by jury pursuant to CPLR 4102(a).

FACTUAL ALLEGATIONS

Plaintiff Regina Alston

26. From on or about September 2013 to March 2015, Ms. Alston lived in the SCO Family of Services Flushing Avenue Family Shelter located at 1226 Flushing Avenue in Brooklyn, New York. By its nature, the shelter offered accommodations that could not rise beyond temporary, and did not offer Ms. Alston or her family a stable, permanent home

from which to better their lives. The shelter was infested with vermin, and resulted in a high level of overall living stress for Ms. Alston and her family.

27. Around the end of January 2015, HRA determined that Ms. Alston was eligible for the LINC I Program. At that time, Ms. Alston was desperately trying to find suitable housing for her family.

28. On or about February 1, 2015, after learning about suitable, and, critically, potentially affordable (using LINC Program assistance) apartments advertised on the Spring Creek Towers website, Ms. Alston called Spring Creek Towers in Brooklyn, New York. She spoke with a Spring Creek Towers representative and inquired about the availability of apartments in the Spring Creek Towers apartment complex.

29. In particular, Ms. Alston had a telephone conversation with a Spring Creek Towers representative, named Barbara, regarding a listed two-bedroom apartment. In their first telephone conversation, Barbara confirmed the availability of the apartment and relayed to Ms. Alston that the rental price of the two-bedroom apartment was $1,390 per month.

30. Ms. Alston informed Barbara that she was interested in this apartment, and that she would be using the LINC I Program to pay for the rental unit. Upon learning that Ms. Alston would be using the LINC I Program, Barbara informed Ms. Alston that Spring Creek Towers does not accept the LINC Program pursuant to a management decision.

31. Ms. Alston had two subsequent telephone conversations with the same representative from Spring Creek Towers. During both telephone conversations, Barbara repeated that Spring Creek Towers does not accept the LINC I Program, and did not offer

any further explanations or alternatives as to Spring Creek Towers' practices regarding the LINC I Program.

32. On or around March 3, 2015, Ms. Alston and her family relocated to the New York City Housing Authority run public housing complex Lafayette Gardens in Brooklyn, New York. Ms. Alston and her children regularly hear gunshots (in or around their housing complex) and are restricted to sharing one bathroom that lacks windows, an operating ventilation system, and reliable plumbing. Ms. Alston and her family still reside in this public housing apartment.

33. Ms. Alston suffers from hypertension and is prescribed a number of medications to manage the condition. Due in part to the stress related to her inability to find safe housing for her family, Ms. Alston was hospitalized in April 2014.

34. After being denied housing by the Defendants, Ms. Alston was referred to FHJC by another legal services organization. Ms. Alston informed FHJC about Defendants' discrimination against her proposed use of the LINC Program to secure housing with the Defendants.

Plaintiff Sandra Vaughn-Cooke

35. From on or about February 2015 to the present day, Ms. Vaughn-Cooke lives in the Broadway House Shelter in Brooklyn, New York. By its nature, the shelter offers accommodations that cannot rise beyond temporary, and does not offer Ms. Vaughn-Cooke a stable, permanent home from which to better her life.

36. On or about April 4, 2015, HRA determined that Ms. Vaughn-Cooke was eligible for the LINC IV Program. She called many landlords and brokers but was unable to find one who would accept her LINC voucher.

37. Ms. Vaughn-Cooke currently works as an actor. In that capacity, she sought work as a tester with FHJC and first met with the FHJC on July 14, 2015.

38. In the course of meeting with FHJC about potential employment, Ms. Vaughn-Cooke realized that she may have faced unlawful discrimination in her housing search.

39. On or about July 24, 2015, Ms. Vaughn-Cooke returned to FHJC. While she was there FHJC told her about various suitable, and, critically, potentially affordable (using LINC Program assistance) apartments at various locations, including Spring Creek Towers. Ms. Vaughn-Cooke called Spring Creek Towers in Brooklyn, New York to inquire about vacancies. Ms. Vaughn-Cooke was not calling as a "tester" but on her own behalf. This call was recorded with her consent.

40. In that call, Ms. Vaughn-Cooke spoke to a Spring Creek Towers representative, named Dolly. Ms. Vaughn-Cooke asked Dolly about the availability of one-bedroom apartments in the Spring Creek Towers apartment complex. In their telephone conversation, Dolly confirmed the availability of one-bedroom apartments and relayed to Ms. Vaughn-Cooke that the rental price of a one-bedroom apartment was $1,191 per month.

41. After Ms. Vaughn-Cooke gave Dolly her mailing address and phone number, Dolly informed Ms. Vaughn-Cooke that an application would be mailed to her.

42. Ms. Vaughn-Cooke informed Dolly that she was interested in an apartment and inquired whether Spring Creek Towers accepts LINC vouchers. Dolly informed Ms. Vaughn-Cooke that Spring Creek Towers does not accept the LINC Program. When Ms. Vaughn-Cooke asked Dolly why, Dolly informed her that "we just don't accept it here."

43. After being denied housing by the Defendants, Ms. Vaughn-Cooke informed FHJC about Defendants' discrimination against her proposed use of the LINC Program to secure housing with Defendants.

44. On or about August 3, 2015, Ms. Vaughn-Cooke received an application in the mail from Spring Creek Towers. On August 20, 2015, Ms. Vaughn-Cooke submitted the completed application to Spring Creek Towers. As of the date of filing this Complaint, Spring Creek Towers has not confirmed the processing of Ms. Vaughn-Cooke's application nor contacted Ms. Vaughn-Cooke regarding the status of her application.

Plaintiff Fair Housing Justice Center

45. Among other activities, FHJC (a) provides information to the public and other nonprofit organizations in the New York City region about fair housing laws; (b) provides intake counseling to individuals and organizations with allegations of housing discrimination; (c) conducts testing and other investigations of allegations of housing discrimination; (d) makes legal referrals to cooperating attorneys; (e) assists with the preparation and filing of administrative housing discrimination complaints; and (f) provides post-referral litigation support services. FHJC provides these services free of charge and without regard to income.

46. FHJC also conducts testing investigations for government law enforcement agencies, provides technical assistance to nonprofit organizations, and engages in policy

initiatives that further FHJC's mission, including the publication and dissemination of reports and educational materials.

47. FHJC employs "testers," individuals who pose as renters or homebuyers for the purpose of obtaining information about the conduct of landlords, real estate companies, rental agents, and others to determine whether illegal housing discrimination is taking place.

48. FHJC has expended significant staff time and other resources to investigate and respond to the Defendants' discriminatory rental practices, which diverted resources away from other FHJC activities. Furthermore, Defendants' discriminatory rental practices frustrated FHJC's mission to ensure that all people have equal access to housing opportunities in the New York City region by, among other things, making apartments unavailable because of the prospective tenant's source of income.

FIRST FHJC CONTACT WITH DEFENDANTS

49. On or about March 2, 2015, FHJC assigned a tester to telephone Spring Creek Towers and inquire about the availability of two bedroom rental units in the apartment complex it managed.

50. On or about March 2, 2015 at 11:21 A.M., the tester spoke to a Spring Creek Towers agent named Dolly. During this telephone call, the tester inquired about the availability of apartments that he said he would rent for himself.

51. Dolly informed the tester that Spring Creek Towers had two bedroom units available, renting at $1,460 per month.

52. Dolly informed the tester that he would need to "fill out an application and go through the process." Dolly continued, "We would have to mail you the application. You

would have to fill the application out and mail it back to us. Once you mail the application back to us, you get a response within thirty days."

53. Dolly informed the tester that, "If your income qualifies with the income guidelines that we have, then you will come in for an interview where they do a credit check, a background check, a home visit; they send out verification of employment, verification of your landlord . . . ." Dolly confirmed that the tester must do all of this before he would be allowed to see and inspect an apartment. Further, Dolly confirmed that "someone comes to your home and they do a home visit." At the conclusion of the call, Dolly asked the tester if he would like to receive an application in the mail.

54. The telephone conversation with Dolly was recorded and FHJC has preserved the recording.

SECOND FHJC CONTACT WITH DEFENDANTS

55. On or about March 2, 2015, FHJC assigned a tester to telephone Spring Creek Towers and inquire about the availability of two bedroom rental units in the apartment complex it managed.

56. On or about March 2, 2015 at 2:45 P.M., the tester spoke to a Spring Creek Towers agent named Vanessa. During this telephone call, the tester inquired about the availability of apartments that she said she would rent for herself.

57. Vanessa informed the tester that Spring Creek Towers did have two bedroom units available, renting at $1,460 per month.

58. The tester informed Vanessa that she was staying with her cousin and in a shelter. The tester informed Vanessa that she "just qualified for LINC I rental subsidy."

59. Vanessa responded, "We don't take the LINC Program." Vanessa continued, "LINC is a new program that just came out last year; we do not take that program, but we do take Section 8." Vanessa clarified that the tester could not use the LINC Program for any of the apartments. Further, Vanessa stated, "I couldn't tell you who does take [the LINC Program]." Vanessa did not offer to send the tester an application in the mail at the conclusion of the call.

60. The telephone conversation with Vanessa was recorded and FHJC has preserved the recording.

THIRD FHJC CONTACT WITH DEFENDANTS

61. On or about March 5, 2015, FHJC assigned a tester to visit and telephone Spring Creek Towers and inquire about the availability of rental units in the apartment complex it managed.

62. On or about March 5, 2015 at 1:26 P.M., the tester visited the Spring Creek Towers Management Office at 1279 Delmar Loop (on Pennsylvania Avenue) in Brooklyn. The tester indicated that she was interested in seeing an apartment.

63. An unidentified agent of Spring Creek Towers informed the tester that she had to call the Rental Office to have an application mailed to her. The agent further instructed that the tester would need to complete the application and send it back to Spring Creek Towers in order to find out what units were available. The agent confirmed that the Management Office does not "give [out] applications here."

64. On or about March 5, 2015 at 1:36 P.M., the tester spoke to a Spring Creek Towers agent named Dolly. During this telephone call, the tester inquired about the availability of apartments that she said she would rent for herself.

65. Dolly informed the tester that Spring Creek Towers would mail the tester an application in the mail and that she would need to go through "the process" before finding out if Spring Creek Towers had any availability.

66. Dolly informed the tester, "Once you have the application back to us, you get a response in the mail within thirty days; they let you know if you qualify or not." Dolly continued, "If you qualify, then you come in for an interview where they do a credit check, a background check, a home visit; they send out verification of employment, verification of your landlord . . . ." Further, Dolly noted that, "You have to qualify with the income guidelines that we have."

67. The tester inquired, "If I need an application, then you have to send it to me?" Dolly confirmed "Yes, applications only get mailed out."

68. The visit to the Spring Creek Towers Management Office and telephone conversation with Dolly were recorded and FHJC has preserved the recording.

FOURTH FHJC CONTACT WITH DEFENDANTS

69. On or about March 19, 2015, FHJC assigned a tester to telephone Spring Creek Towers and inquire about the availability of two bedroom rental units in the apartment complex it managed.

70. On or about March 19, 2015 at 1:25 P.M., the tester spoke to a Spring Creek Towers agent named Dolly. During this telephone call, the tester inquired about the availability of apartments that she would rent for herself.

71. The tester disclosed, "Before I start giving out personal information, I just wanted to know if you guys took LINC I." Dolly responded, "No, we don't." Dolly offered to mail the tester an application. Further, Dolly clarified that the application "can only be mailed out because it has to be mailed back" and that, "we don't email applications; we only mail them out."

72. The telephone conversation with Dolly was recorded and FHJC has preserved the recording.

FIFTH FHJC CONTACT WITH DEFENDANTS

73. On or about July 17, 2015, FHJC assigned a tester to telephone Spring Creek Towers and inquire about the availability of one-bedroom rental units in the apartment complex it managed.

74. On or about July 17, 2015 at 9:47 A.M., the tester spoke to a Spring Creek Towers agent named Dolly. During this telephone call, the tester inquired about the availability of apartments that she would rent for herself.

75. The tester stated that she saw an advertisement for a one-bedroom apartment for rent for $1,191 per month, and asked if that apartment was still available. Dolly replied that such apartments were available and advised the tester that she would have to fill out an application and "go through the process." When asked how long the process would take, Dolly answered that varies by person and could take up to a year. Dolly further stated that

the tester would not be able to obtain an application by coming into the office; rather, applications are "only mailed out."

76. The telephone conversation with Dolly was recorded and FHJC has preserved the recording.

SIXTH CONTACT WITH DEFENDANTS

77. On or about July 20, 2015, FHJC assigned a tester to telephone Spring Creek Towers and inquire about the availability of one-bedroom rental units in the apartment complex it managed.

78. On or about July 20, 2015 at 12:37 P.M., the tester spoke to a Spring Creek Towers agent named Nina. During this telephone call, the tester inquired about the availability of apartments for rent on behalf of her mother.

79. Nina confirmed that Spring Creek Towers had one-bedroom apartments available, and asked the tester if she would you like to receive an application; Nina insisted that she would have to send the tester the application via postage mail, rather than electronic mail.

80. When the tester told Nina that she was doing the legwork for her mother and wanted to make sure that Spring Creek Towers accepted LINC vouchers, Nina responded, "No, we don't."

81. Nina reiterated that Spring Creek Towers had one-bedroom apartments available for $1,191 per month.

82. At the end of the call, Nina repeated that Spring Creek Towers does not accept LINC vouchers.

83. The telephone conversation with Nina was recorded and FHJC has preserved the recording.

INJURY TO PLAINTIFFS

84. As a result of the illegal and discriminatory actions described above, Defendants have directly and substantially injured Ms. Alston and Ms. Vaughn-Cooke by denying them the opportunity to have access to affordable, safe housing that would substantially improve the quality of their lives.

85. Defendants have also injured FHJC by frustrating its mission of creating open and inclusive communities free of discrimination. FHJC has also been injured by diverting its scarce resources toward identifying and counteracting Defendants' unlawful housing practices. Those resources could have been used to provide services, and conduct educational activities, research, and policy advocacy instead of countering Defendants' discriminatory conduct.

86. Until these violations are remedied, Defendants' illegal and discriminatory actions will continue to injure FHJC by frustrating the organization's mission and goal of promoting the equal availability of housing to all persons without regard to source of income.

FIRST CAUSE OF ACTION

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

87. Plaintiffs restate and incorporate by reference paragraphs 1 through 86 as if fully set forth herein.

88. Section 8-107(5)(a)(1) of the New York City Administrative Code prohibits any owner or managing agent or other person "having the right to sell rent or lease or approve the sale, rental or lease of a housing accommodation" from discriminating against anyone seeking to rent or purchase real estate based on the individual's lawful source of income.

89. Defendants violated Section 8-107(5)(a)(1) of the New York City Administrative Code by discriminating against Ms. Alston and Ms. Vaughn-Cooke by refusing to rent apartments to Ms. Alston and Ms. Vaughn-Cooke based upon their source of lawful income.

90. Defendants' conduct was willful, intentional, and in reckless disregard for the Plaintiffs' rights.

91. Plaintiffs are "aggrieved persons," as defined in the New York City Administrative Code, Section 8-502(a), and have suffered damages as a direct and proximate result of Defendants' discriminatory conduct.

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

SECOND CAUSE OF ACTION

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

93. Plaintiffs restate and incorporate by reference paragraphs 1 through 92 as if fully set forth herein.

94. Section 8-107(5)(a)(3) of the New York City Administrative Code prohibits any owner or managing agent or other person "having the right to sell rent or lease or approve the sale, rental or lease of a housing accommodation" from declaring or causing to be declared, either directly or indirectly discriminatory statements against anyone seeking to rent or purchase real estate based on the individual's lawful source of income.

95. Defendants violated Section 8-107(5)(a)(3) of the New York City Administrative Code by making or causing to be made discriminatory statements against Plaintiffs in that Defendants stated that they refused to rent apartments to Ms. Alston and Ms. Vaughn-Cooke based upon their lawful source of income.

96. Defendants' conduct was willful, intentional, and in reckless disregard for the Plaintiffs' rights.

97. Plaintiffs are "aggrieved persons," as defined in the New York City Administrative Code, Section 8-502(a), and have suffered damages as a direct and proximate result of Defendants' discriminatory conduct.

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

99. No prior request has been made for the relief requested herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment against Defendants as follows:

a. Declaring that Defendants' discriminatory practices violate the New York City Administrative Code § 8-107 et seq.;

b. Enjoining Defendants, Defendants' agents, employees, and successors, and all other persons in active concert or participation from:

(a) Denying or withholding housing, or otherwise making housing unavailable, on the basis of lawful source of income;

(b) Making, printing or publishing any statement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination on the basis of lawful source of income;

(c) Making any record or inquiry in connection with the prospective purchase, rental or lease of any housing accommodation which expresses, directly or indirectly, any limitation, specification or discrimination as to lawful source of income;

(d) Representing to any person because of lawful source of income that a dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available and limiting information, by word or conduct, regarding suitably priced dwelling available for inspection, sale or rental because of lawful source of income;

(e) Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling because of source of income;

(f) Aiding, abetting, inciting, compelling, or coercing the doing of any of the acts forbidden by the New York City Human Rights Law; and

(g) Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of or on account of his having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of any rights granted or protected by the New York City Human Rights Law.

c. Ordering Defendants and their agents, employees, and successors, and all other persons in active concert or participation to:

(a) Make all necessary modifications to its policies, practices, and procedures to comply with fair housing laws;

(b) Train all management, agents, and employees on discrimination laws;

(c) Display an Equal Opportunity logo (or statement to that effect) on all advertisements for rental property and display Department of Housing and Urban Development, state, and local fair housing posters in all offices;

(d) Allow monitoring of its advertising, listings, showing of apartments, application process, and rental decisions;

(e) Retain records to allow for appropriate monitoring;

(f) Develop written procedures on rental process and fair housing policy to be distributed to all staff, tenants, and rental applicants;

(g) Establish a system so that its employees and agents can be tested for unlawful discriminatory practices;

d. Ordering Defendants and their agents, employees, and successors, and all other persons in active concert or participation to process and non-discriminatorily evaluate Ms. Vaughn-Cooke's application for an apartment in an expeditious manner;

e. Awarding such damages to Plaintiff Ms. Alston and Plaintiff Ms. Vaughn-Cooke as will fully compensate them for any economic loss, loss of housing opportunity, loss of rights, as well as for the humiliation, embarrassment, and emotional and physical distress suffered due to Defendants' discriminatory conduct;

f. Awarding such damages to Plaintiff FHJC as will fully compensate it for the diversion of resources and frustration of mission caused by Defendants' unlawful practices;

g. Awarding punitive damages to Plaintiffs;

h. Awarding Plaintiffs reasonable attorneys' fees, costs, and expenses incurred in prosecuting this action; and

i. Granting Plaintiffs such other and further relief as may be just and proper.

Dated: August 26, 2015

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Attorneys for Plaintiffs

VERIFICATION

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

FRED FREIBERG, being duly sworn, deposes and says:

As the co-founder and executive director of the Plaintiff Fair Housing Justice Center("FHJC"), pursuant to CPLR §3020(d)(1) I have reviewed the complaint and know the contents to be true to my own knowledge. except to those matters alleged on information and belief, and, as to those matters, I believe them to be true.

Dated: New York, New York
August 21, 2015

FRED FREIBERG

Sworn to and subscribed before me
this 21 day of August, 2015

Notary Public

ANGELA T. BATISTA
Notary Public, State of New York
No. 01BA6233558
Qualified in Nassau County
Commission Expires December 27, 20 18

VERIFICATION

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

Joshua Goldfein, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following under the penalties of perjury:

I am an attorney for the petitioners in this action and that the foregoing complaint is true to my knowledge, except as to the matter therein stated on information and belief and as to those matters, I believe them to be true; that the grounds of my belief as to all matters not stated upon my knowledge are furnished by the petitioners in interviews with them. The reason why the verification is not made by each of the plaintiffs is that plaintiffs Regina Alston and Sandra Vaughn-Cooke reside in another county than the county in which counsel have their offices.

Dated: New York, NY
August 25, 2015

JOSHUA GOLDFEIN