

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

YVONNE McCAIN, EMILY MOSES, STEVEN MOSES,
YVONNE PEREZ, BARBARA DANCY, LILLIE
SULLIVAN, BELINDA RANDOLPH, BARBARA DOWNS,
JERI EVANS, MARY BROWN, PATRICIA RODAK,
WILLIAM SANDERS, CAROLYN SANDERS, VICTORIA
SMITH, CAROLYN KING, on behalf of them-
selves and their children or other dependent
minor relatives in their care and on behalf
of all others similarly situated,

Plaintiffs,

-and-

JEWEL BRYANT, LORETTA LAFRENIER, JANET
MUSILLO, ANITA SHEPARD and CAMIE
SINGLETON, on behalf of themselves and their
children or other dependent minor relatives
in their care and on behalf of all others
similarly situated,

(Plaintiff-Intervenors,)

-against-

EDWARD I. KOCH, in his capacity as Mayor of
The City of New York; THE CITY OF NEW YORK;
CESAR A. PERALES, in his capacity as Commissioner
of The New York State Department of Social
Services; JAMES KRAUSKOPF, as Commissioner of
The Human Resources Administration of The City
of New York and of The New York City Department
of Social Services, MARTIN BURDICK, in his capacity
as Deputy Director of Income Maintenance Operations;
ROBERT JORGEN, Human Resources Administration
Director of Crisis Intervention Services;
ANTHONY GLEIDMAN, as Commissioner of The New York
City Department of Housing Preservation and Develop-
ment; WILFREDO VARGAS, as Assistant Commissioner of
H.P.D. for the Division of Relocation Operations.

Defendants.

NOTICE OF MOTION

Index No. 41023/83

PLEASE TAKE NOTICE, that upon the annexed attorney's
affirmation of STEVEN BANKS, dated May 13, 1983, and upon the

accompanying proposed Class Action Intervenor Complaint of JEWEL BRYANT, LORETTA LAFRENIER, JANET MUSILLO, ANITA SHEPARD and CAMIE SINGLETON, verified on the 13th day of May 1983, and upon all other papers and proceedings in this action, Motions pursuant to Articles 9, 10 and 63 of the Civil Practice Law and Rules will be made at the Special Term, Part I of this Court to be held at the Supreme Court Building, 60 Centre Street, County of New York, City and State of New York, on the 17th day of May 1983 at 9:30 in the forenoon or as soon thereafter as counsel can be heard for an order:

1. Permitting intervention in this action pursuant to C.P.L.R. §1013 by proposed plaintiff intervenors JEWEL BRYANT, LORETTA LAFRENIER, JANET MUSILLO, ANITA SHEPARD and CAMIE SINGLETON;

2. Certifying that this action be maintained as a class action pursuant to C.P.L.R. §902, with the plaintiff class defined as all needy families with children in New York City who have been, are or will become homeless or who otherwise need emergency housing and who have been, are or will be applicants for or recipients of emergency housing, assistance and services from the New York City and New York State Departments of Social Services, including those needy families who have been, are or will become eligible to receive tenant relocation benefits from the New York City Department of Housing Preservation and Development;

3. Granting, pending determination of this action, a preliminary injunction pursuant to Article 63 of the C.P.L.R. requiring the defendant Commissioners to provide the plaintiffs and proposed plaintiff-intervenors and, upon certification of the plaintiff class, with emergency housing, assistance and services by immediately:

- a. issuing written instructions to all workers

coming into contact with or responsible for providing services to families with children who are without permanent homes , who are in danger of becoming homeless or who otherwise need emergency housing, which (i) emphasize that such families are to be provided emergency housing, assistance and services; (ii) specify the circumstances under which emergency housing, assistance and services are to be authorized; (iii) require that a record of the circumstances of each family's case be made; (iv) require that an immediate determination be made regarding the provision of emergency housing, assistance and services to the family; (v) require that notice be provided to a family specifying the emergency housing, assistance or services that will be provided; and (vi) where emergency housing, assistance or services are being denied, require workers to issue a notice specifying the reasons for the denial and explaining the family's right to a review of the denial through emergency conference and hearing systems;

b. establishing procedures to implement paragraphs (3) (a) (iii) through (3) (a) (vi) above;

c. establishing procedures whereby, prior to any decision denying emergency housing, assistance and services, the decision will be reviewed at an immediately scheduled conference by an official reporting directly to the defendant Commissioners with the

power, in the case of an incorrect decision, to take all steps necessary to provide emergency housing, assistance and services to the family;

d. providing the opportunity for a full evidentiary hearing to immediately review the denial of emergency housing, assistance and services;

e. locating and making available additional emergency housing units within New York City so that all families with children in need of emergency housing can immediately obtain such housing in New York City, in an area selected in light of the children's ongoing educational needs;

f. inspecting the emergency housing provided to families with children to ascertain whether the housing is safe, adequate and suitable for families with children and, where the housing is not, either immediately make the housing safe, adequate and suitable for a family with children or make available to the family emergency housing that is safe, suitable and adequate for families with children and in an area selected in light of the children's ongoing educational needs;

g. providing sufficient security guards, properly trained and supervised, at each emergency housing site as necessary to ensure the life, health and safety of the families and children living there;

h. providing families with children in need of permanent housing with lists of at least three specific referrals to apartments that are standard, suitable, adequate, affordable, available and prepared for occupancy, located in, at the family's option, the children's last permanent school district, the children's current school district or, if available, another area acceptable to the family;

i. informing families with children in need of permanent housing that they may immediately obtain brokers' fees and security deposits in the actual amounts required, and moving expenses, storage fees, a first month's rent and other allowances in the appropriate amounts as soon as a family has reached an agreement with a landlord to rent permanent housing;

j. informing families with children who are homeless or about to become homeless that they may immediately obtain moving expenses and storage fees in the appropriate amounts as soon as necessary to prevent the sale or loss of possessions;

k. informing families with children who are homeless or about to become homeless that they may immediately obtain funds for transportation to permit them to conduct a housing search and, when the family is incurring increased school transportation expenses because of the location of their emergency housing, to permit children to attend school;

l. informing families with children who are homeless or about to become homeless that they may obtain child care to permit family members to search for permanent housing;

m. informing families with children who are homeless that they are entitled to uninterrupted food stamp benefits, in the appropriate amount; and where the emergency housing does not contain cooking facilities, that they are entitled to appropriate restaurant allowances in addition;

n. informing families with children who are homeless that they are entitled to uninterrupted receipt of monthly Medicaid authorizations;

o. informing families with children who are or were homeless that they will be or are entitled to furniture allowances or replacement of furniture under appropriate circumstances;

p. informing families with children of the means by which the benefits detailed in paragraphs (3) (i) through (3) (o) above, providing a mechanism by which such benefits may be issued immediately when needed, and providing such benefits immediately when needed;

q. ceasing the reduction or termination of the rights of a family with children to emergency housing, assistance and services without first providing advance, adequate notice, an opportunity for a full and fair hearing and a determination;

r. for the purposes of this preliminary injunction;

(i) "adequate" housing means a self-contained unit including a kitchen equipped with a stove, refrigerator and sink, and a private bathroom. "Adequate" emergency housing means, in addition, a unit in which a family is provided with eating and cooking utensils and all basic furniture needed for daily life.

including, but not limited to, one clean bed and mattress for each family member and sufficient clean sheets and blankets;

(ii). "suitable" housing means a unit with sufficient room for the family members;

(iii) housing is "safe" and "not dangerous to the life, health or safety" of the family and children when it is free of hazardous violations, prostitution and drug traffic, when it is clean, when it provides sufficient ventilation, light, hot water and heat, when it has airtight windows and windowguards and adequate security, and when it otherwise meets the fire, health and safety codes of the City of New York.

4. That, pending the determination of the motions of the plaintiffs and the proposed plaintiff-intervenors on behalf of themselves and the class, defendants:

a. immediately locate and make available safe, adequate and suitable emergency housing for any of the families of plaintiffs and proposed plaintiff-intervenors in need of emergency housing, in an area selected in light of the children's ongoing educational needs;

b. continue the emergency housing of any plaintiff or proposed plaintiff-intervenor unless adequate, advance notice is given and the plaintiff or proposed plaintiff-intervenor has an opportunity for a full and fair pretermination hearing and decision;

c. immediately provide to all plaintiffs and to all proposed plaintiff-intervenors, except plaintiff LOLA

SCOTT, enough clean beds, mattresses, sheets and blankets to afford each family member his or her own bedding; adequate heat and hot water; and window guards;

d. immediately provide all plaintiffs and proposed plaintiff-intervenors who are in emergency housing, and who are eligible for food stamp benefits, with food stamp benefits in the appropriate amount; and, where the emergency housing does not contain cooking facilities, provide such food stamp benefits in addition to appropriate restaurant allowances;

e. immediately provide all plaintiffs and proposed plaintiff-intervenors in emergency housing, who are eligible for Medicaid with current Medicaid authorizations.

5. Granting such other and further relief as to this Court may seem just and proper.

DATED: NEW YORK, NEW YORK

May 13, 1983.

Yours, etc.,

KALMAN FINKEL
Attorney-in-Charge
Civil Division
The Legal Aid Society

ARTHUR FRIED
Administrative Law Unit
The Legal Aid Society
MARCELLA SILVERMAN, of Counsel

JOHN T. McMANUS,
Far Rockaway Neighborhood Office
The Legal Aid Society
FOSTER MAER, of Counsel

MORTON B. DICKER
MARSHALL GREEN, Director of Litigation
Park Place Trial Office
The Legal Aid Society
SHAWN LEARY, of Counsel

JOAN MANGONES
Staten Island Neighborhood Office
The Legal Aid Society
STEVEN BANKS and KATHLEEN A. MASTERS,
of Counsel

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Tel. (212) 406-0745
Attorneys for Plaintiffs

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

x

YVONNE MCCAIN, et al.,

Plaintiffs,

-against-

EDWARD I. KOCH, etc. et al.,

Defendants.

Affirmation

Index No.

x

STEVEN BANKS, an attorney duly admitted to practice law in the courts of the State of New York, affirms under penalties of perjury:

1. I am a staff attorney with the Legal Aid Society, attorney for the plaintiffs and the proposed plaintiff-intervenors herein.

2. I make this affidavit in support of the Motion of proposed plaintiff-intervenors JEWEL BRYANT, LORETTA LAFRENIER, JANET MUSILLO, ANITA SHEPARD and CAMIE SINGLETON for an order pursuant to C.P.L.R. §1013 permitting them to intervene in the above entitled action and join in the plaintiff's motion for an order pursuant to C.P.L.R. §902 certifying this action to be maintained as a class action; a class-wide preliminary injunction pursuant to Article 63 of the C.P.L.R.; and, preliminary injunctive relief on behalf of the named plaintiffs and proposed plaintiff intervenors.

3. These proceedings were brought on by an Order To Show Cause on March 31, 1983, and the underlying motions have been adjourned several times at the defendants' requests pursuant to Stipulations filed with this Court. (These Stipu-

lations are attached to the Affirmation of Ann Moynihan, Esq., dated May 9, 1983, and made a part of Plaintiffs' Notice of Motion, dated May 9, 1983.)

4. The underlying action and other motions for intervention are now scheduled to be heard before this Court on May 17, 1983.

5. As to the requests for intervention made herein by Ms. Bryant, Ms. Lafrenier, Ms. Musillo, Ms Shepard and Ms. Singleton, a review of the proposed intervenor complaint reveals that their claims for injunctive and permanent relief are identical to the claims made by the original named plaintiffs.

6. The questions of law and fact which are raised by their circumstances is common to those raised by the named plaintiffs' in this proceeding.

7. The individual factual circumstances of the proposed plaintiff-intervenors also reveal that the defendants herein are still failing to provide adequate emergency shelter, assistance and services to families in need of emergency housing and services.

8. This litigation is still in a very early stage and the defendants have not yet answered the original complaint. The attorneys for the New York City Department of Social Services have also been aware of the factual circumstances of Ms. Bryant, Ms. Shepard and Ms. Singleton for approximately ten days. Thus, there will be no delay or prejudice to defendants if intervention is granted.

9. Since the motions for class certification, a class-wide preliminary injunction and individual preliminary

injunction relief as well as intervention made by plaintiffs and prior proposed plaintiff-intervenors are scheduled to be heard on Tuesday, May 17, 1983, these proposed plaintiff intervenors made the instant motion returnable on that date. Proposed plaintiff-intervenors are moving by Notice of Motion, within a time period shortened on consent of the City defendant conveyed by Judy Levitt, Esq., attorney for the City defendant. Upon information and belief, attempts are also being made to obtain the consent of the State defendant.

10. A more complete statement in support of the motions for class certification, class-wide preliminary injunction and other preliminary injunctive relief, is fully set forth in the Affirmation of Ann Moynihan, Esq., dated May 9, 1983, attached to Plaintiffs' Notice of Motion, dated May 9, 1983, returnable on May 17, 1983, and proposed plaintiff-intervenors seek to join in support of that motion.

WHEREFORE, it is respectfully requested that this Court grant the relief sought herein.

Dated: Richmond, New York
May 13, 1983

15/
STEVEN BANKS

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

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YVONNE McCAIN, EMILY MOSES, STEVEN MOSES,
YVONNE PEREZ, BARBARA DANCY, LILLIE
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Plaintiffs,

-and-

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(Plaintiff-Intervenors,)

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Commissioner of The Human Resources Adminis-
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MARTIN BURDICK, in his capacity as Deputy
Director of Income Maintenance Operations;
ROBERT JORGEN, Human Resources Administration
Director of Crisis Intervention Services;
ANTHONY GLEIDMAN, as Commissioner of The
New York City Department of Housing Preserva-
tion and Development; WILFREDO VARGAS, as
Assistant Commissioner of H.P.D. for the
Division of Relocation Operations.

Defendants.

CLASS ACTION
INTERVENOR
COMPLAINT

Index No. 41023/83

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PRELIMINARY STATEMENT

1. Plaintiff-intervenors join the original named plaintiffs in this class action, brought pursuant to Article 9 of the CPLR, in seeking declaratory and injunctive relief against the defendants for their failure to provide to homeless families with children safe and adequate emergency housing, for their failure to promptly assist homeless families to locate safe and adequate permanent housing and for their failure to provide procedural protections to families whose request for emergency housing, assistance and services are denied or whose benefits are to be terminated. Injunctive relief is sought because plaintiff-intervenors are being irreparably harmed and there is no other adequate remedy at law. The individual named plaintiff-intervenors (hereinafter "plaintiffs") also seek damages against the defendants.

VENUE

2. Venue is proper under §504(3) because the causes of action arose in New York County.

CLASS ACTION ALLEGATIONS

3. Pursuant to Article 9 of the C.P.L.R. plaintiffs bring this action as representatives of a class consisting of all needy families with children in New York City who have been, are or will become homeless or who otherwise need emergency housing and who have been, are, or will be applicants for or recipients of emergency housing, assistance and services from the New York City Department of Social Services, including those needy families who have been, are or will become eligible to receive tenant relocation benefits and services from The New York City Department of Housing Preservation and Development.

4. The plaintiff class is so numerous that joinder of all members is impracticable. There are thousands of families with children in the City of New York who are without permanent housing.

5. The questions of law and fact common to the plaintiff class predominate over any question affecting only individual members. The central questions raised by this action are whether the defendants are violating the constitutional and statutory rights of plaintiff class members by failing to provide safe and adequate emergency housing to homeless families with children; by failing to give such families the opportunity to have their eligibility for such benefits and services evaluated, by failing to establish proper and uniform standards regarding initial and continuing eligibility for such benefits and services, by failing to provide adequate relocation services including assistance in finding adequate, suitable and affordable permanent housing, day care, transportation expenses to aid in finding adequate permanent housing and other support services provided by law; by failing to provide such families with adequate notice of the action taken on their entitlement to benefits and of their right to a hearing to contest action taken affecting their initial and continuing entitlement, and by failing to provide the opportunity for a hearing on the initial denial of emergency housing, assistance and services and prior to any proposed termination of such housing, assistance and services.

6. The claims of the plaintiffs are typical of the claims of the plaintiff class, namely that defendants violate plaintiffs' constitutional and statutory rights by failing to provide them with adequate emergency housing, assistance and services and by failing to provide them with the procedural protections that surround the provision and termination

of emergency housing, assistance and services.

7. The representative parties will fairly and adequately protect the interests of the plaintiff class. Plaintiffs' attorneys have the legal resources and experience necessary to protect all members of the plaintiff class.

8. No other litigation concerning the controversy has been commenced by the plaintiff class.

9. This action should proceed as a class action because:

- a. the plaintiff class is narrowly defined and limited, making class adjudication the superior method of resolving the common claims;
- b. the failure to afford class relief will result in a plethora of cases being brought for the identical relief, with the consequent delay and added expense associated with multiple actions; and
- c. there is a danger of confusion arising from inconsistent adjudications if members of the plaintiff class are required to bring individual actions.

THE DEFENDANTS

10. Defendant Edward I. Koch is the Mayor of the City of New York and is responsible for City agencies' compliance with the law. He has an office at City Hall, New York, New York.

11. Defendant Cesar A. Perales is the Commissioner of The New York State Department of Social Services and is responsible, throughout the State, for the supervision of emergency services to families in need of emergency housing. He has an office at Two World Trade Center, New York, New York.

12. Defendant Anthony Gleidman is the Commissioner of The New York City Department of Housing Preservation and Development and is charged with

providing emergency housing and relocation benefits to eligible displaced tenants in the City of New York. He has an office on Gold Street, New York, New York.

13. Defendant Wilfredo Vargas is Assistant Commissioner of the New York City Department of Housing Preservation and Development and is in charge of the operations of the Division of Relocation Operations and the Bureau of Emergency Housing Services. His office is located at 75 Maiden Lane, New York, New York.

14. Defendant James Krauskopf is Commissioner of the Human Resources Administration of The City of New York and of The New York City Department of Social Services and is charged with providing emergency assistance to needy homeless families in the City of New York. His office is located at 220 Church Street, New York, New York.

15. Defendant Martin Burdick is Deputy Director of Income Maintenance, New York City Department of Social Services and is responsible for the operation of that Department's emergency assistance program. His office is located at Church Street, New York, New York.

16. Defendant Robert Jorgen is the Director of Crisis Intervention Services of the Human Resources Administration and is responsible for the provision of services to families in emergency situations. His office is located at Church Street, New York, New York.

THE DEFENDANTS' RESPONSIBILITIES TO
HOMELESS FAMILIES WITH CHILDREN

17. The provision of emergency housing and relocation services to needy homeless families with children in New York City is handled by both the New York City Department of Social Services (D.S.S.) and by the New York City Department of Housing Preservation and Development (H.P.D.). Needy families with children who are receiving public assistance or eligible for Emergency Assistance to Families and who are homeless for any reason are the responsibility of D.S.S. Some of those families--those made homeless because of fire or vacate orders--are also eligible for relocation services through H.P.D. Irrespective of the services provided by H.P.D., needy families, at all times, remain eligible for services available from D.S.S. If and when H.P.D. benefits stop, the family's emergency shelter and relocation needs are to be met by D.S.S.

18. Families with children made homeless by fires or governmentally placed vacate orders are initially the responsibility of the Division of Relocation Operations within H.P.D. Within the Division, the Bureau of Emergency Housing Services is responsible for housing the families. The Bureau's function is to provide emergency housing and to assist such families to locate permanent housing.

19. To provide emergency housing, the Bureau of Emergency Housing relies primarily on three shelters which have been specifically designed to house families with children and which are run by not-for-profit agencies, as well as on some eleven privately owned and managed hotels. The shelters used are the Amboy Street (Brooklyn), Fox Street (Bronx) and

Lavenberg (Manhattan) shelters. The hotels most used in Manhattan are The Martinique, The Regent, The Regina and Harlem Teams. In other boroughs the main hotels used are The Granada (Brooklyn), The Colonial (Queens), The Beachview and The Cross Bay (Queens), The Riviera (Queens), and the Lawrence (Queens). The Bureau also now relies on out-of-state hotels.

20. In addition to providing emergency housing, H.P.D. is responsible for assisting a family with children to obtain suitable permanent housing. A family is entitled to at least three referrals to adequate, suitable and affordable housing in the area of their choice and H.P.D. is required to make appropriate relocation payments as well as payment of moving and brokers' expenses.

21. Those families still without permanent housing when H.P.D. terminates benefits are referred to D.S.S. Approximately thirty percent of H.P.D.'s caseload is eventually transferred to D.S.S.

22. Those families with children who are not initially covered by H.P.D.'s relocation program or who are transferred from it are to be provided with emergency housing, assistance and services by D.S.S. Workers at a family's local income maintenance center are responsible for providing emergency housing, assistance and services, except that, after normal working hours, this responsibility rests with D.S.S.'s Emergency Assistance Unit at 241 Church Street in Manhattan.

23. D.S.S. places families with children in many of the same shelters and hotels used by H.P.D. A family already placed in a hotel or shelter under H.P.D.'s program may or may not remain in the same

shelter when its case is transferred to D.S.S.

24. In addition to emergency housing, the assistance and services to be provided to homeless families with children by D.S.S. workers include services to secure family shelter, security deposits, moving expenses, brokers' fees, legal services, counselling, information referral, storage fees, furniture allowances, restaurant allowances, transportation expenses and other assistance and services necessary to meet needs attributable to an emergency situation.

25. Both H.P.D. and D.S.S. are responsible for providing to homeless families with children adequate notice of any action taken by the defendants affecting their right to emergency housing, assistance and services and an opportunity for a hearing to challenge such actions.

to eligible families with children on the ground that space is available in neighbors' or friends' apartments, even though such neighbors or friends do not agree to house the family or where placement in such apartments leads to serious overcrowding. The defendants often deny eligible families with children the emergency housing to which they are entitled for no stated reason.

26c. The defendants often effectuate complete denial of emergency housing by making the filing of a request for such housing difficult or impossible. The defendants require their workers to discourage families with children who are in need of emergency housing from applying for it. Defendants' workers routinely advise families of the "dangerous conditions" in the "welfare hotels" and of the "unsuitability" of such hotels for children, as they encourage or coerce families to return to their own dangerous or condemned housing or to the apartments of relatives and friends -- even where such arrangements result in exposing children to crowded and dangerous conditions that violate health and safety laws or result in children being split from their families and sent off to different friends, neighbors or relatives.

26d. The defendants have put into place procedures that encourage workers to deny emergency housing and discourage

the approval of emergency housing. The defendants do not require or ensure that their workers keep written records of each family having need for temporary shelter or that they document the denial of emergency shelter. Yet workers must go through complex and time-consuming paperwork and chains-of-command before they are permitted to authorize emergency housing.

26e. The defendants knowingly permit workers to bounce destitute homeless families with children back and forth between income maintenance centers, H.P.D. offices and the Emergency Assistance Unit, with workers at each location refusing to take responsibility for providing emergency housing. Exhausted children, forced to accompany their parents, must often sit in income maintenance centers from nine in the morning until five in the evening waiting for an approval of and referral to emergency housing, only to be told, as five o'clock nears, that the center cannot place them in emergency housing that day. They are then referred to the Emergency Assistance Unit, where they must again wait, often until well into the early morning hours, to get a one-night referral to a remote hotel or where they learn that no referrals are available and that the only "beds" they will get that night are the chairs and desks in the Emergency Assistance Unit. They must then get up in time to travel back to their income maintenance centers by nine a.m., taking with them referral slips from the Emergency Assistance Unit warning the center not

to refer the family back to the Emergency Assistance Unit the next day. Nevertheless, the cycle is again repeated and, day after day, the family continues to be subjected to erratic, one-night referrals to hotels in the early morning hours. Only those families desperate enough and strong enough to endure the defendants' bureaucratic gauntlet have any chance of eventually obtaining more than erratic, serial, one-night referrals to emergency housing for their children.

26f. The defendants do not require their workers to advise, and their workers do not advise, families with children who are homeless or are in danger of becoming homeless of the emergency housing, assistance and services available to them and of the means by which they may obtain such assistance. On the contrary, workers often advise destitute families that no emergency housing, assistance or services are available.

26g. The defendants routinely and improperly deny to families with children who are homeless, or are about to become homeless, the emergency assistance and services to which they are entitled. The defendants fail to provide to eligible families referrals to safe, suitable, adequate and affordable housing, moving expenses, security deposits in the actual amount of the deposit required, brokers' fees in the actual amount of the fees required, storage fees, furniture allowances, child care to permit apartment searches,

THE DEFENDANTS' POLICIES AND PRACTICES

The Application Process

26a. The defendants have failed to secure sufficient emergency housing for destitute families with children who are homeless or are in immediate danger of becoming homeless in New York City. The defendants routinely deny emergency housing to those families eligible for such housing on the stated ground that no temporary emergency housing is available.

26b. The defendants also routinely deny for other arbitrary and impermissible reasons emergency housing to eligible families with children who are homeless. The defendant deny emergency housing because a family cannot produce current medicaid cards, budget sheets or other documentation unnecessary or irrelevant to any determination of eligibility and often unavailable to families recently burned out, evacuated from or evicted from their permanent housing. The defendants deny emergency housing to families with children because the children are not present in defendants' offices when application is made, even though there is no question of the childrens' existence and of their need for emergency housing, and even though the children may be temporarily cared for by neighbors or friends because they are too ill or too exhausted to spend sleepless hours in the defendants offices. The defendants deny emergency housing

counselling services, legal services, or transportation money for apartment searches, trips to income maintenance centers and to schools located in distant boroughs, and in some cases other states.

26h. The defendants do not provide written notice to a family when a determination is made regarding eligibility for emergency housing, assistance or services. Where emergency housing, assistance or services are denied, the defendants provide no written notice of the action taken, the reasons for the action or of the family's right to a hearing to challenge the denial.

26i. The defendants do not provide the opportunity for an immediate conference where a homeless family, or a family in immediate danger of becoming homeless, may seek immediate review of unfavorable action taken regarding their entitlement to emergency housing, assistance or services.

26j. The defendants do not provide the opportunity for an immediate hearing at which a homeless family with children, or a family in danger of becoming homeless, may challenge a denial of emergency housing, assistance or services. The only opportunity for a hearing to review a denial of emergency housing, assistance or services is the New York State Department of Social Services' hearing system which reviews determinations by the New York City Department of Social Services. However, those hearings presently take weeks to schedule, followed by more weeks

of waiting before a decision is issued. The New York City Department of Housing Preservation and Development provides no hearings to correct improper determinations on applications Under the New York State Department of Social Services' system, errors cannot be corrected in time to prevent homeless families with children from having to endure weeks or even months of deprivation and destitution.

The Emergency Housing Provided

27a. The defendants fail to provide safe, adequate, suitable emergency housing to those homeless families with children who manage to obtain an authorization for emergency housing. The defendants do not supervise the provision of emergency housing to families with young children. There are presently only three shelters designed for families with children that are run under City control by not-for-profit agencies. They provide space for only a small fraction of the thousands of children and members of their families who are homeless in the City of New York at any given time. The families not housed in the City shelters are referred to privately owned hotels or to apartments owned by The New York City Department of Housing Preservation and Development.

27b. Families referred to hotels for emergency housing are placed in buildings that have been found to be in violation of City health and safety codes, that are dangerous and that not have minimal safety devices required

by law for the protection of children. The hotels are unsuitable for children.

27c. The defendants refer families with children to these hotels while freely admitting that the hotels are not fit places for children. The hotels do not provide a sufficient number of beds to families. The hotels do not provide sanitary mattresses. They do not provide sufficient sheets and blankets. They do not provide adequate security. They are the stalking ground of pimps, prostitutes, muggers, burglars and drug sellers. They are dirty and littered with garbage. They are infested with mice, rats, bugs and other vermin. They are often located in isolated and dangerous parts of the City, with no play areas either in or around the hotels. They do not provide a kitchen and appliances with which a family can prepare meals.

27d. The defendants place families with children into such hotels even though they know a family may be in such housing for as long as six months to a year or more.

27e. The defendants do not make any effort to provide safe, suitable and adequate emergency or permanent housing to families before referring a family with children to a hotel.

27f. The defendants do not make any effort to provide emergency or permanent housing with kitchen facilities prior to referring a family with children to hotels or apartments that do not have such facilities.

27g. The defendants refer some homeless families to apartment buildings for housing on a temporary basis. These apartments are in buildings owned and run by the New York City Department of Housing Preservation and Development. The defendants do not provide sheets or sufficient blankets to the families and the apartments are bereft of all furniture except for bare vinyl cots. No tables, chairs, bureaus, stoves or refrigerators are provided. The buildings are often without adequate heat and hot water, contain broken open windows and are otherwise in violation of City health and safety codes. These apartments are not safe, suitable or adequate apartments under the defendants' own criteria, and the defendants refuse to provide the repairs necessary to render them suitable unless and until a family agrees to take the apartment as permanent housing.

27h. The defendants have no city-run shelters on Staten Island or in Queens and do not have sufficient numbers of shelter units in those boroughs and in each of the other boroughs. As a result, families are routinely referred for emergency housing to boroughs other than the borough in which they last lived. The defendants send many families to out-of state hotels. Thus families lose connection with known community support services; children have to travel for long periods of time and far distances to attend school, and families have to spend part of their food money for transportation costs to schools or to welfare centers in their old communities. They are often unable to search for apartments in their old neighborhoods because they are without funds for transportation for the long trip back to their familiar neighborhoods. The defendants do not meet the additional expenses incurred because of out-of-borough and out-of-state placements, thus further depleting already inadequate public assistance grants.

27i. The defendants make no effort to provide to a homeless family emergency housing close to childrens' schools; children are therefore withdrawn from a school with which they are familiar and whose staff is familiar with their special needs. They must be placed, on a temporary basis, in new schools they do not know while they are in the emergency shelter system, to be transferred again when permanent housing is located. The majority of the children presently in temporary housing do not attend school at all or have their schooling interrupted because of the distance and expenses involved in travelling from emergency housing to old schools. Many cannot be promoted to the next grade because they have lost so many days from school or because they are placed in classes designated for "hotel children," where the curriculum is below grade level.

27j. The defendants do not provide assistance to families to help them to locate safe, adequate, and suitable housing. The New York City Department of Social Services provides no referral lists of available permanent housing. It is the policy of D.S.S. not to assist families in obtaining housing. The New York City Department of Housing Preservation and Development provides "lists" of "available" apartments to families but the lists are out-of-date, contain apartments with hazardous conditions, apartments that have long been rented, apartments renting at well

above the shelter maximum permitted by The New York City Department of Social Services, or apartments in buildings that will not accept children or public assistance families.

27k. The defendants do not provide assistance of any kind to families living in emergency housing to help them find adequate permanent housing and to minimize the amount of time they must spend in the emergency housing system. Rather than assist families to make a prompt and safe transition from homelessness to adequate permanent housing, the defendants frustrate the efforts of such families to secure permanent housing by failing to provide relocation services and by arbitrarily withholding referral services or allowances to obtain such services, and by withholding security deposits, furniture grants, storage fees, brokers' fees and other allowances that would assist the family to obtain permanent housing.

27l. The defendants do not ensure that public assistance, food stamps and medical benefits continue to a family placed in emergency housing. Delivery of such benefits are often interrupted or terminated because of the family's lack of permanent housing.

The Termination of Emergency Housing, Assistance
Housing Assistance and Services

28a. In the rare instances when referrals to specific apartments are provided by the defendants to

Preservation and Development indicated no willingness to change the policies and practices complained of.

30. Notices of Claim have been filed on behalf of each named plaintiff and their families.

Plaintiff-Intervenor Jewel Bryant

31. Jewel Bryant and her four school age children, Parisha, age 13½, David, age 12, Craig, age 9, and Dwayne, age 6½, are homeless and have been without permanent housing since in or about the beginning of February, 1983.

32. The only source of income for Ms. Bryant and her children is a grant of Aid to Families with Dependent Children (AFDC) in the amount of \$139.00 every two weeks and a restaurant allowance in the amount of \$160.00 every two weeks. At present, the Bryant family is completely without food stamp benefits.

33. Since May 3, 1983, Ms. Bryant and her children have been staying in emergency shelter provided by the defendant New York City Department of Social Services (DSS) at the Hotel Carter, 250 West 43rd Street, New York, New York. The Bryant family's shelter allowance in the amount of \$686.00 for two weeks has been paid by DSS to the Carter Hotel by two-party checks.

34. Until January, 1983, Ms. Bryant and her children had lived in a two-family house in Brooklyn, New York.

35. In or about the end of January, 1983, the building was purchased by a new landlord who told Ms. Bryant that she and her family had to leave by the end of January 1982. Upon information and belief, the new landlord asked Ms. Bryant to move out because even though her rent was current, the new landlord did not want welfare recipients as tenants. Since Ms. Bryant did not have a lease and had no knowledge as to her legal rights, if any, with respect to the termination of her tenancy, she and her children moved out of the

apartment and into her sister's apartment in Brooklyn, New York, in or about the beginning of February, 1983.

36. Since Ms. Bryant's sister's apartment was small and her sister agreed to provide shelter to the Bryant family only on a temporary basis, in or about the middle of February, 1983, Ms. Bryant telephoned her worker, Mr. Bell, at the New York City Department of Social Services' Linden Income Maintenance Center, and told him that she and her children had no place to live and that she had not received her public assistance check for the second half of February, 1983.

37. Mr. Bell told Ms. Bryant that her case had been closed because she had not responded to a recertification request.

38. Despite the fact that Ms. Bryant advised Mr. Bell that she had not received such a recertification request and that she had no shelter for her family, Mr. Bell told her that she would have to reapply for public assistance and that it would be thirty days before she could be assisted.

39. In or about the first week of March, 1983, Ms. Bryant went to the Linden Center and requested assistance. She told the receptionist that her sister wanted her to move out immediately. The receptionist told her that she would have to reapply before she could be helped.

40. Several days later, after learning of the existence of the New York Department of Social Services' Emergency Assistance Unit (EAU), located at 241 Church Street, New York, New York, Ms. Bryant went there with her children and a shopping cart filled with

her possessions. A worker there told her that there was no available shelter in which to place her and he called her sister who reluctantly agreed to let her stay for another night.

41. On or about the next day, Ms. Bryant went to the Linden Center and a new worker, Ms. Watson, reopened her case and referred her for placement on the following day at the Grenada Hotel, Brooklyn, New York. Ms. Watson provided Ms. Bryant with approximately \$270.00 in emergency food stamp benefits and told her to give some food stamp coupons to her sister so that she would allow Ms. Bryant and her family to stay with her for another night.

42. On the following day, Ms. Bryant went to the Grenada Hotel and was prepared to accept temporary shelter there. However, the room to which she was assigned had dirty mattresses without linen, was infested with roaches and debris and the door to the room would not stay locked. Ms. Bryant also observed drug addicts loitering in and about the hallways and lobby area of the Grenada.

43. Since she feared for her children's as well as her own safety if she stayed at the Grenada, she did not stay there and instead was forced to find a friend who agreed to temporarily house her and her children.

44. In or about the end of March, 1983, Ms. Bryant went back to the Linden Center and told Ms. Watson that she had not stayed in the Grenada because of the unsafe conditions. Ms. Watson then referred her to the Prospect Hotel in Brooklyn, New York.

45. Ms. Bryant then went to the Prospect Hotel with her children and observed drug addicts using hypodermic needles in the

hallways of the hotel and in the area outside of the hotel. There were also a number of prostitutes both inside and outside of the hotel. The room which Ms. Bryant was given was also filthy and smelled of urine, and was infested with roaches.

46. Without staying for the night, Ms. Bryant immediately went to the Emergency Assistance Unit and was placed in the Plaza North Hotel, Brooklyn, New York. Conditions in the Plaza North were better than in the Grenada or the Prospect, but there was still a regular presence of prostitutes in and around the hotel.

47. On or about March 31, 1983, after staying in the Plaza North for approximately one week, Ms. Bryant reported to the Linden Center in order to have her emergency shelter placement reauthorized and she was transferred to the Conca D'Oro Motel in Staten Island, New York without any explanation.

48. Ms. Bryant and her four children stayed at the Conca D'Oro until May 2, 1983.

49. While they were at the Conca D'Oro, Ms. Bryant and her four children shared a room barely 9 x 12 . The bedding in the room consisted of a double bed and a folding cot which Ms. Bryant, her adolescent daughter and her three boys had to share.

50. At the Conca D'Oro, there was no refrigerator in which to store food or cooking facilities.

51. As of April, 1983, the defendant New York City Department of Social Services also terminated the Bryant family's food stamp allotment.

52. Other conditions at the Conca D'Oro which concerned

Ms. Bryant included the fact that there was a substantially sized pool which was not completely fenced in and to which her children could easily gain access. Rooms in the hotel were also available on an hourly rental basis and, upon information and belief, they were used for prostitution.

53. While she was at the Conca D'Oro, Ms. Bryant continued to send her daughter Parisha to P.S. 258 in Brooklyn, New York and her sons, David and Craig continued to attend P.S. 44 in Brooklyn, New York. The children continued to attend school in Brooklyn because they felt comfortable at their regular schools and Ms. Bryant was afraid to transfer them to schools in Staten Island because she did not know if the defendant New York City Department of Social Services would unexpectedly transfer her to another hotel in a different school district of New York City.

54. In order to continue to attend their schools in Brooklyn, the children had to leave the Conca D'Oro at six a.m. and take the bus, the Staten Island Ferry and two different subway lines to arrive in time for class. They did not arrive back at the Conca D'Oro until five p.m. every day.

55. Ms. Bryant's 6½ year old son did not attend school at all because he had been ill and Ms. Bryant was afraid to subject him to the exhausting and possibly dangerous public transportation trip to school each day.

56. While she was at the Conca D'Oro, Ms. Bryant had to go to the Linden Center in Brooklyn each week to have her hotel placement reauthorized and on some occasions to pick up her restaurant allowance and her regular public assistance checks. The defendant New York City

Social Service did not provide Ms. Bryant with any transportation money to pay for the weekly trip.

57. In or about the end of April, 1983, Ms. Bryant and another welfare recipient at the Conca D'Oro, proposed plaintiff-intervenor Anita Shepard, began to complain about the conditions in the hotel in discussions with other welfare recipients in the hotel and with some of the leaders of the Southgate Homeowners Association which is a community group in the area adjacent to Conca D'Oro.

58. Ms. Bryant and Ms. Shepard also attended meetings with members of the Southgate Homeowners Association, and the Staten Island Advance began to focus on the conditions in the Conca D'Oro and Ms. Bryant's and Ms. Shepard's names were mentioned in the newspaper.

59. On or about April 27, 1983, Ms. Bryant and Ms. Shepard went door to door within the Conca D'Oro and spoke with various welfare recipients who were receiving emergency housing from DSS in the hotel. Ms. Bryant and Ms. Shepard spoke to these individual hotel residents about the conditions in the hotel and about whether they were receiving the proper amount of cash public assistance and food stamps.

60. Upon information and belief, the hotel manager, Sam Guadagnino, went to each room after Ms. Bryant and Ms. Shepard had been there and told the individual residents that "two bad apples spoil it for everybody" and everyone would be thrown out of the hotel as a result of Ms. Bryant's and Ms. Shepard's actions.

61. Later on that same day, Ms. Bryant was involved in an altercation with a Betty "Doe" who was receiving emergency shelter at the Conca D'Oro, upon information and belief, because Betty "Doe" believed that her own family would be evicted from the Conca D'Oro as

a result of Ms. Bryant's organizing activities.

62. On the evening of April 27, 1983, the manager of the hotel also cancelled a meeting which was scheduled to take place in the hotel lobby between members of the Southgate Homeowners Association and residents of the hotel.

63. On April 29, 1983, Ms. Bryant and Ms. Shepard requested that Kathleen Masters and Steven Banks, staff attorneys with The Legal Aid Society, come to the hotel and discuss the situation at the hotel with them and several other residents, including proposed plaintiff-intervenor Camie Singleton. When the attorneys came to meet with Ms. Bryant and Ms. Shepard, the hotel owner's son, Vincent Macaluso, initially attempted to stop Mr. Banks and Ms. Masters from meeting with Ms. Bryant and Ms. Shepard in their hotel rooms.

64. On or about the evening of May 1, 1983, the hotel manager, Mr. Guadagnino, in the presence of the owner, Joseph Macaluso, told Ms. Bryant and Ms. Shepard that they would have to leave the hotel allegedly for their own safety. Mr. Guadagnino claimed that he had overheard threats that Ms. Bryant and Ms. Shepard and their children would be stabbed.

65. After hearing about these alleged threats, Ms. Bryant and Ms. Shepard called the police department and several officers came to investigate the situation. In the presence of Ms. Bryant and Ms. Shepard, the police officers interviewed Betty "Doe" who had allegedly made certain threats and Ms. "Doe" stated that she had forgotten all about the incident with Ms. Bryant and that there was no problem between them.

66. On the morning of May 2, 1983, the hotel manager, Mr. Guadagnino, told Ms. Bryant that she had to leave the hotel that day. Ms. Bryant was forced to move all of her possessions into Ms. Shepard's room because she had nowhere else to store these items.

67. On the morning of May 2, 1983, Steven Banks of The Legal Aid Society called Mr. Guadagnino in an effort to prevent Ms. Bryant's eviction from the hotel. Mr. Guadagnino advised Mr. Banks that the Conca D'Oro was a "powder keg waiting to explode". He also said that Ms. Bryant and Ms. Shepard had been quoted in the newspapers and that "they were making me look bad".

68. Mr. Banks also called Carol Majett of the defendant Human Resources Administration's Office of Legal Affairs to try to prevent the disruptive eviction of Ms. Bryant and her family. Ms. Majett advised Mr. Banks that the hotel had asked that Ms. Bryant, Ms. Shepard and Ms. Singleton leave the hotel for safety reasons and that in any case no one could be placed in the Conca D'Oro because there was no Certificate of Occupancy.

69. During the afternoon of May 2, 1983, Kathleen Masters called Ms. Bryant's new worker, Ms. Massa, at the Linden Center to find out where the Bryant family would be placed for the evening. Ms. Massa advised Ms. Masters that the Conca D'Oro had been contacted and that there still was an available room for her there.

70. When she arrived at the Linden Center that afternoon, Ms. Bryant received a \$420.00 check for another week's stay at the Conca D'Oro, and she was referred back to the hotel. However, since she was still unsure about whether she would be permitted to return

to the Conca D'Oro, Ms. Bryant arranged for her children to stay with a friend in Brooklyn, New York.

71. At 10:15 p.m., Ms. Bryant arrived back at the Conca D'Oro and, accompanied by her attorneys, Mr. Banks and Ms. Masters, she tried to pay for her room. However, the night manager, James Thompson, refused to accept Ms. Bryant's two-party shelter allowance check. When questioned by Mr. Banks as to the reason, Mr. Thompson read from a newspaper article which stated that Ms. Bryant had been threatened because of her actions in complaining about conditions in the hotel.

72. After waiting more than an hour for Mr. Thompson to contact the owner, Mr. Macaluso, to try to resolve the situation, Ms. Bryant left the Conca D'Oro at 11:30 p.m. and Mr. Banks and Ms. Masters drove her to Brooklyn where she stayed with a friend.

73. On May 3, 1983, Ms. Masters called Ms. Massa at the Linden Center to arrange for a new emergency shelter placement and to arrange for a grant for Ms. Bryant to move her possessions from Staten Island to another hotel. Ms. Massa stated that Ms. Bryant would have to find a way to move her things by herself.

74. Mr. Banks was subsequently able to arrange for the temporary storage of Ms. Bryant's possessions in the Southgate Homeowners Association Community House.

75. On the evening of May 3, 1983, Ms. Bryant and her children went to the Emergency Assistance Unit with Mr. Banks and Ms. Masters. Ms. Bryant agreed to be placed in the Carter Hotel, New York, New York after she was given a choice between a placement there or one in Newark, New Jersey. After a prolonged discussion

between Ms. Bryant's attorneys and Mr. Astasio at the Emergency Assistance Unit, Ms. Bryant was eventually given moving money sufficient to move her possessions from Staten Island to the Times Square area of New York.

76. Upon arrival at the Carter Hotel, Ms. Bryant's adolescent daughter, Parisha, was verbally harassed by an intoxicated man in the hotel lobby. Ms. Bryant and her children also observed prostitutes, transvestites and drug addicts in and around the hotel area.

77. When she arrived in her hotel room, Ms. Bryant discovered that there was no toilet paper or towels and despite repeated requests, hotel personnel did not provide her with these items. Eventually, she had to obtain toilet paper and towels from a recently vacated room adjacent to her room.

78. The size of her room is even smaller than her room in the Conca D'Oro and her adolescent daughter and three boys must share two double beds. There is also no dresser or cabinet to store her family's clothing, and there is no available refrigerator or cooking facilities.

79. On May 4, 1983, Ms. Bryant also discovered that there was little or no hot water during the daytime.

80. Because of the Carter Hotel's location in the Times Square area, Ms. Bryant is afraid to let her children go in and out of the hotel without her accompanying them. There is no place for them to play, and except to go to and from school, the Bryants do not go out of their hotel room.

81. As a result of the disruption of having to relocate last week, Ms. Bryant's children had to miss school on May 2, May 4 and May 5, 1983.

82. Since she first sought emergency shelter in February, 1983 through the present, Ms. Bryant has never been given written notice or an opportunity for a hearing in connection with her requests and claims for emergency housing and services.

83. Upon information and belief, while Ms. Bryant and her family have been staying in emergency shelter provided by the defendant New York City Department of Social Services (DSS), neither DSS nor the defendant New York City Department of Housing Preservation and Development have inspected the various hotels in which she has been placed while she was in those shelters.

84. Ms. Bryant and her children have lived and are continuing to live under conditions which are dangerous to their life, health and safety, and she is subject to the arbitrary transfer to other hotels with similar or worse living conditions. She is also suffering as a result of the New York City Department of Social Services' continued failure to provide her with food stamp benefits. Accordingly, Ms. Bryant and her four children will continue to suffer irreparable harm unless they are granted the relief sought through this motion and complaint.

85. Ms. Bryant and her four minor children have suffered great physical and emotional distress as a consequence of defendants' failure to provide them with adequate emergency housing, assistance and services, and they have been damaged in an amount of not less than \$50,000.00 each.

Plaintiff-Intervenor Loretta Lafrenier

86. Loretta Lafrenier resides at 371 Pulaski Avenue, Staten Island, New York with her three children John, age 15, Christopher, age 11 and Robert age 5.

87. Christopher Lafrenier suffers from Cerebral Palsy. He is wheelchair bound, has no use of his arms and legs and no control over his bodily functions. He must be fed, clothed and diapered as though an infant. He attends a day program affiliated with the South Beach Psychiatric Center and is transported there by the school system five days a week.

88. The only source of income for Ms. Lafrenier and her three children is a grant of Aid to Families with Dependent Children (AFDC) in the amount of \$135.00 which she receives to meet her semi-monthly needs and those of her sons John and Robert. Based on his disability Christopher receives monthly Supplemental Security Income benefits in the amount of \$288.00. The household also receives \$166.00 in monthly food stamps.

89. In January, 1982 the mortgage on Ms. Lafrenier's home was foreclosed and transferred to the Veterans Administration which has advised Ms. Lafrenier that they will not accept her as a tenant in the building.

90. Ms. Lafrenier fell behind in her mortgage payments in 1981 after her husband abandoned her and stopped making payments on the mortgage.

91. On November 1, 1983 the mortgagee bank, New York Guardian Mortgagee Corp., moved in Supreme Court, Richmond County for an order authorizing Ms. Lafrenier's eviction pursuant to the foreclosure action. Upon information and belief, this Order was granted on December 3, 1982.

92. In late October, 1982 knowing her eviction was imminent and having no funds, Ms. Lafrenier applied for public assistance at the Richmond Income Maintenance Center.

93. Ms. Lafrenier's application was accepted on November 4, 1982. She was given an allotment for needs exclusive of shelter. At the time of her application Ms. Lafrenier was advised that she should look for new housing which cost less than \$218.00 per month. She was not given any referrals to permanent housing nor was she offered a broker's fee. She was told that in the event she was evicted the department would be unable to place her son Christopher in emergency housing because of his special needs.

94. On or about April 10, 1983 Sheriff Anthony L. Dibrizzi came to Ms. Lafrenier's home and served her with a copy of the order permitting her eviction. He advised her that a 72 hour notice of eviction would be forthcoming.

95. On or about April 18, 1983 Ms. Lafrenier went to the Richmond Income Maintenance Center for a "face to face" recertification interview. She told her caseworker, Mr. Norton, that the sheriff had been to her home and that her eviction was imminent. Mr. Norton again stated that Christopher could not

be placed in a hotel and that Ms. Lafrenier should continue looking for an apartment within the shelter maximum. He did not offer Ms. Lafrenier any assistance and denied her request for a broker's fee.

96. Ms. Lafrenier has been actively searching for an apartment but has been unable to find a wheelchair accessible home on Staten Island for \$218.00. She has applied for entrance into the New York City Housing Authority, but has been told that she owes \$200.00 from a prior tenancy and will not be given an interview until this money is paid.

97. Ms. Lafrenier fears that if she and her family are evicted she will have to place Christopher in an institutional placement in order to receive emergency housing for her other children. She has cared for Christopher all his life and fears the detrimental impact such an institutionalization would have upon him. She wishes to avoid such disruption but will be able to do so only if she is given assistance in locating a new apartment.

98. Accordingly, given the immediate threat of eviction, Ms. Lafrenier and her family will suffer the irreparable harm of homelessness and separation from her disabled son Christopher unless the defendant New York City Department of Social Services acts now to assist her in locating emergency or permanent housing.

99. As a result of the defendant New York City Department of Social Services failure to provide these services and the statements of defendant's workers that in any case the Department

will be unable to place her with her son, she and her children have suffered emotional harm and distress and they have been damaged in the amount of not less than \$50,000 each.

Plaintiff-Intervenor Camie Singleton

100. Camie Singleton is currently staying in the Lincoln Motel in East Orange, New Jersey with her four children: James age 7, Monique age 5, Tyrone age 4 and Marcus age nine months.

101. Ms. Singleton has been at the Lincoln Motel since the early morning hours of May 5, 1983, after having been referred to New Jersey by the Emergency Aid Unit of the New York City Department of Social Services.

102. The only source of income for Ms. Singleton and her four children is a grant of Aid to Families with Dependent Children in the amount of \$149.00 every two weeks and a restaurant allowance in the amount of \$146.00 every two weeks. Since February, 1983, the Singleton family has been completely without food stamp benefits.

103. Ms. Singleton first sought emergency housing from the New York City Department of Social Services in August, 1982. At that time she was forced to vacate her apartment at 1030 Woodycrest Avenue Bronx, New York due to the conditions in the building, including lack of heat and hot water and serious plumbing defects.

104. After leaving her apartment, Ms. Singleton was referred by the New York City Department of Social Services to the Martinique Hotel in New York, New York. She and her children were placed in one room. There were rats and roaches in the

Hotel and it was a dangerous place for children. Nevertheless, she stayed there for approximately seven months as she was pregnant and unable to find a new apartment.

105. During the months that Ms. Singleton was placed at the Martinique, she enrolled her son in school at P.S. 116. Because the family were residents of the hotel James was placed in a class known as "the Martinique kids." This class consisted of other children of hotel residents of various ages and grade levels and was totally segregated from the rest of the school.

106. In or about January, 1983 when Ms. Singleton went to her local income maintenance center to pick up her check she was told that she had stayed too long at the Martinique and could not return there. Her worker at the center, Center 51 in Queens, advised her to go to the Emergency Aid Unit for referral to another hotel.

107. Ms. Singleton went to the EAU and for the next month was placed, on a two to three day basis, in a number of hotels in New York City. These hotels included the Granada Hotel, the Stadium Hotel and the Amboy Shelter. During this period of time she was unable to send her son and daughter to school regularly as they were constantly forced to move.

108. In February, 1983, Ms. Singleton was referred to the Conca D'oro Motel in Staten Island, New York. She and her four children were given one room with a double bed. The room had no refridgerator or other place to store food.

109. From the time she arrived at the Conca D'oro until early April, 1983, Ms. Singleton was required to travel into her Center in Queens at least once a week to receive her public assistance grant. She was given no carfare for this purpose. In addition, she has not received food stamps since February, 1983 despite the fact that she was never notified in writing that her food stamps would be terminated.

110. Ms. Singleton attempted to register her older children in school in Staten Island but was unable to do so as her personal belongings, including her children's birth certificates, inoculation records and other documents had been left behind at the Martinique. She did not get these papers back until mid-April.

111. On or about April 27, 1983 Ms. Singleton along with plaintiff-intervenors Bryant and Shephard attended several meetings with residents of the community in which the Conca D'oro is located. The conditions in the Conca D'oro and the plight of the homeless families residing there were the topics discussed at the meeting.

112. On April 29, 1983 Ms. Singleton met with two attorneys from The Legal Aid Society, Steven Banks and Kathleen A. Masters who had been invited to the Conca D'oro by Ms. Shephard and Ms. Bryant.

113. On May 1, 1983 Ms. Singleton was informed by the manager of the Conca D'oro, Sam Guadanino, that the motel

would no longer accept checks from the New York City Department of Social Services on her behalf and that she would have to leave the Motel on Monday, the day her current authorization expired. Upon information and belief this determination was directly related to Ms. Singleton's participation in meetings with community residents and attorneys from The Legal Aid Society.

114. On Monday, May 2, Ms. Singleton vacated her room at the Conca D'oro. She contacted her caseworker, Ms. Gines, who advised her that checks would be issued to extend her stay at the Conca D'oro even though she told Ms. Gines that she would not be permitted to return there. Because one of her children was ill, Ms. Singleton did not go to the Center on Monday, but spent Monday night with a friend in Queens.

115. On Tuesday, May 3 Ms. Singleton went to the Income Maintenance Center where checks were issued on her behalf payable to the Conca D'oro. After leaving the center Ms. Singleton called Mr. Guadanino at the Conca D'oro to tell him that her stay there had been re-authorized. He advised her that he would not accept the checks. Ms. Singleton and her children slept at her sister-in-law's home on that Tuesday night.

116. On Tuesday, May 3, Kathleen Masters, an attorney at The Legal Aid Society, contacted Carol Majett an attorney with defendant HRA's Legal Department to advise her that Ms. Singleton was a potential intervenor in this matter. Ms. Majett advised Ms. Masters that Ms. Singleton should go to the EAU for referral to another hotel. Ms. Singleton was unable to do so on May

3, because her child was ill with a fever.

117. On Wednesday, May 4 Ms. Singleton went to the EAU at approximately 7:30 p.m. A worker there referred her to the Carter Hotel in New York and arranged to have her and her children driven to the Carter. The worker also contacted the Conca D'oro in an attempt to locate Ms. Singleton's clothing and personal property and upon information and belief, was told that such property was gone.

118. When Ms. Singleton, her children and the EAU worker arrived at the Hotel Carter they were advised that there were no rooms available. The worker then returned the Singleton family to the EAU.

119. Back at the EAU, Ms. Singleton and her family were referred to the Lincoln Hotel in Newark, New Jersey, Ms. Singleton was given four dollars and instructed to take public transportation to the Lincoln.

120. Ms. Singleton and her children arrived at the Lincoln in Newark at approximately midnight. She was told that there were no rooms available in Newark and was taken by hotel personnel to another Lincoln Motel in East Orange, New Jersey where she was given a room.

121. By May 10, 1983 Ms. Singleton had exhausted her public assistance grant and restaurant allowance. This money had been spent on such additional items as replacement clothing and additional food since many items purchased while at the Conca D'oro were left behind there.

122. Ms. Singleton visited a church in the neighborhood of the Lincoln Hotel, the Faith Temple Church in East Orange. The pastor there, Rev. Sorbes, after hearing her story, gave her \$5.00 and some non-perishable food items.

123. On May 11, 1983 Ms. Singleton visited the Salvation Army in East Orange. She was advised that they could not help her because she was from out-of-state, but she was permitted to use the telephone to contact her attorneys at The Legal Aid Society.

124. Pursuant to discussions between the attorney, Ms. Masters and assistant Corporation Counsel Antonia Lavine, Ms. Singleton was advised to go to the EAU on Friday morning May 13 for reevaluation of her situation.

125. Ms. Singleton has suffered and continues to suffer from irreparable harm in that she is separated from her community and her children are unable to attend school. She believes that James has fallen behind substantially in school because of the instability of her hotel placements. She has also lost all of her personal property.

126. Since she first sought emergency shelter in August 1982, through the present, Ms. Singleton has never been given written notice or an opportunity for a hearing in connection with her requests for emergency housing and services.

127. Upon information and belief, while Ms. Singleton and her family have been staying in emergency shelter provided by the defendant New York City Department of Social Services (DSS), neither DSS nor the defendant New York City Department

of Housing Preservation and Development has inspected the various hotels in which she has been placed while she was in those hotels.

128. Ms. Singleton and her children have lived and are continuing to live under conditions which are dangerous to their life, health and safety and are subject to the arbitrary transfer to other hotels with similar or worse living conditions. The family is also suffering from the DSS' continued failure to provide her with food stamp benefits. Accordingly, Ms. Singleton and her four children will continue to suffer irreparable harm unless they are granted the relief sought through this motion and complaint.

129. Ms. Singleton and her four minor children have suffered great physical and emotional harm and distress due to defendants acts and omissions and they have been damaged in the amount of not less than \$50,000 each.

Plaintiff-Intervenor Anita Shepard

130. Anita Shepard and her three school age children, Tyeshia, age 9½, Darrelle, age 8, and Roy, age 5, are homeless and have been without permanent housing since the end of December, 1981.

131. The only source of income for Ms. Shepard and her three children is a grant of Aid to Families with Dependent Children (AFDC) in the amount of \$148.00 every two weeks and a restaurant allowance in the amount of \$116.00 every two weeks. As of May, 1983, the Shepard family's monthly food stamp benefits were reduced from \$201.00 to \$123.00 without any written notification by the defendant, New York City Department of Social Services.

132. Since May 3, 1983, Ms. Shepard and her children have been staying in emergency shelter provided by the defendant, New York City Department of Social Services (DSS) at the Hotel Carter, 250 West 43rd Street, New York, New York. The Shepard family's shelter allowance for two weeks has been paid by DSS to the Carter Hotel by two party checks.

133. Until in or about December, 1981, Ms. Shepard and her family lived in a building on West Tremont Avenue, Bronx, New York, owned by the New York City Department of Housing Preservation and Development and managed by the 1700 Development Corporation. During the fall of 1981, Ms. Shepard's apartment had been burglarized and almost all of her possessions had been stolen.

134. On or about December, 1981, the management company advised her that her rent would be increased from \$218.00 per month to \$325.00 per month. Since the defendant New York City Department of Social Services' maximum monthly shelter allowance for a family of four, such as Ms. Shepard, is \$218.00 and thereby Ms. Shepard could not afford to pay \$325.00 per month in rent, she was forced to move out of the apartment at the end of December, 1981. She also moved out because all of her apartment furniture had been stolen in the robbery, and she could no longer provide suitable accommodations for her children.

135. After spending the month of January, 1982 staying with her cousin in her cousin's New York City Housing Authority apartment on Webster Avenue, Bronx, New York, in February, 1982, Ms. Shepard and her children began to stay with her Aunt in her Aunt's New York City Housing Authority apartment in the Taft Houses in Harlem, New York.

136. Ms. Shepard and her children stayed in her Aunt's apartment until mid-December, 1982 when her Aunt told Ms. Shepard that she could no longer stay in the apartment.

137. On or about the middle of December, 1982, Ms. Shepard called her worker, Ms. Walker, at the New York City Department of Social Services, East Harlem Income Maintenance Center and told her that she would imminently be without shelter. Ms. Walker advised Ms. Shepard that her family could not be placed in a hotel because her case was not an emergency situation such as a burnout. Ms. Walker also told her that DSS could not provide her with a security deposit if she was able to locate an apartment for her family to move into on a permanent basis.

138. At or about Christmastime, 1982, Ms. Shepard and her three children were forced to leave her Aunt's apartment and throughout January, 1983 they had to sleep in the subways, and in hallways and empty apartments in dilapidated buildings in Harlem.

139. As a result of the disruption in their normal living, Ms. Shepard's children missed school for the entire month of January, 1983.

140. During this time the New York City Department of Social Services continued to send Ms. Shepard's public assistance check to her Aunt's address.

141. On or about the beginning of February, 1983, Ms. Shepard went into the East Harlem Center to seek emergency shelter. Initially her worker and the receptionist told her that nothing could be done to help her. However, Ms. Shepard waited in the Center until 5:00PM and another worker called Ms. Shepard's Aunt and told her that the Department would pay her if she agreed to let Ms. Shepard and her children stay

for another night. Ms. Shepard's Aunt agreed to do so, but the Department has never reimbursed her for this.

142. While she was at the Center, Ms. Shepard was also given a referral to a realty agent in East Harlem who allegedly had an apartment for Ms. Shepard. However, when she went to the realty agent the next day, she was informed that no apartments were available for her.

143. Later that next day, Ms. Shepard again went to the East Harlem Center seeking assistance. This time she was referred to the Travelers Quality Inn, Queens, New York where she stayed until the end of March, 1983.

144. The room in the Travelers Quality Inn was very small for Ms. Shepard and her three children and there were only two double beds for the whole family.

145. On or about March 22, 1983, when Ms. Shepard went to the East Harlem Center in order to have her hotel placement reauthorized, without explanation, her worker, Ms. Walker, referred her to the Conca D'Oro Motel on Staten Island, New York. When Ms. Shepard complained about being placed so far away from her community and her children's school district in East Harlem, Ms. Walker told her that Ms. Shepard would have to accept the Staten Island placement or find other shelter on her own.

146. Ms. Shepard and her three children stayed at the Conca D'Oro Motel until May 3, 1983.

147. While they were at the Conca D'Oro, Ms. Shepard and her children had to share a room barely 9 x 12. The bedding in the room consisted of a double bed and a folding cot which Ms. Shepard and her three children had to share.

148. The sleeping arrangements were especially difficult in that Ms. Shepard's eight year old child Darrelle is epileptic and has a bed wetting problem.

149. At the Conca D'oro, there was no refrigerator to store food and there were no cooking facilities.

150. Other conditions at the Conca D'oro which concerned Ms. Shepard included the fact that there was a substantially sized pool which was not completely fenced in and to which her children could easily gain access. Rooms in the hotel were also available on an hourly rental basis and, upon information and belief they were used for prostitution.

151. While she was at the Conca D'oro, Ms. Shepard's daughter Tyeshia continued to attend P.S. 76 in West Harlem. Her daughter continued to attend school in West Harlem because she felt compatible at her regular school and Ms. Shepard was afraid to transfer them to schools in Staten Island because she did not know of the defendant New York City Department of Social Services would unexpectedly transfer her to another hotel in a different school district of New York.

152. In order to attend her school in West Harlem, 9½ year old Tyeshia had to leave the hotel at six a.m. and take a bus, the Staten Island Ferry and a long subway ride to arrive in time for class. She did not arrive back at the Conca D'oro until five p.m. every day.

153. While the Shepard's were at the Conca D'oro, Ms. Shepard was afraid to send her daughter Darrelle to her special placement at CGS 30, Bronx, New York. Since Darrelle suffers from epilepsy, Ms. Shepard did not want her to travel between

Staten Island and the Bronx by himself. Her son Roy has also been out of his day care program since January, 1983.

154. While at the Conca D'oro, Ms. Shepard had to go to the East Harlem Center each week to have her hotel placement reauthorized and to receive her two party shelter payments for the hotel. The defendant New York City Social Services did not provide Ms. Shepard with any transportation money to pay for the weekly trip.

155. On or about the end of April, 1983, Ms. Shepard and another welfare recipient at the Conca D'oro, proposed plaintiff-intervenor Anita Shepard, began to complain about the conditions in the hotel in discussions with other welfare recipients in the hotel and with some of the leaders of the Southgate Homeowners Association which is a community group in the area adjacent to Conca D'oro.

156. Ms. Shepard and Ms. Bryant also attended meetings with members of the Southgate Homeowners Association, and the Staten Island Advance began to focus on the conditions in the Conca D'oro and Ms. Shepard's and Ms. Bryant's names were mentioned in the newspaper.

157. On or about April 27, 1983, Ms. Shepard and Ms. Bryant went door to door within the Conca D'oro and spoke with various welfare recipients who were receiving emergency housing from DSS in the hotel. Ms. Shepard and Ms. Bryant spoke to these individual hotel residents about the conditions in the hotel and about whether they were receiving the proper amount of cash

public assistance and food stamps.

158. Upon information and belief, the hotel manager, Sam Guadagnino, went to each room after Ms. Shepard and Ms. Bryant had been there and told the individual residents that "the bad apples spoil it for everybody" and everyone would be thrown out of the hotel as a result of Ms. Shepard's and Ms. Bryant's actions.

159. Later on that same day, Ms. Bryant was involved in an altercation with a Betty "Doe" who was receiving emergency shelter at the Conca D'oro, upon information and belief, because Betty "Doe" believed that her own family would be evicted from the Conca D'oro as a result of Ms. Shepard's and Ms. Bryant's organizing activities.

160. On the evening of April 27, 1983, the manager of the hotel also cancelled a meeting which was scheduled to take place in the hotel lobby between members of the Southgate Home-owners Association and residents of the hotel.

161. On April 29, 1983, Ms. Shepard and Ms. Bryant requested that Kathleen Masters and Steven Banks, staff attorneys with The Legal Aid Society, come to the hotel and discuss situations at the hotel with them and several other residents, including purposed plaintiff-intervenor Camie Singleton. When the attorneys came to meet with Ms. Shepard and Ms. Bryant, the hotel owner's son, Vincent Macaluso, initially attempted to stop Mr. Banks and Ms. Masters from meeting with Ms. Shepard and Ms. Bryant in their hotel rooms.

162. On or about an evening of May 1, 1983, the hotel

manager, Mr. Guadagnino, in the presence of the owner, Mr. Joseph Macaluso, told Ms. Shepard and Ms. Bryant that they would have to leave the hotel, allegedly for their own safety. Mr. Guadagnino claimed that he had overheard threats that Ms. Shepard and Ms. Bryant and their children would be stabbed.

163. After hearing about these alleged threats, Ms. Shepard and Ms. Bryant called the police department and several officers came to investigate the situation. In the presence of Ms. Bryant and Ms. Shepard the police officers interviewed Betty "Doe" who had allegedly made certain threats and Ms. "Doe" stated that she had forgotten all about the incident with Ms. Bryant and that there was no problem between her and Ms. Shepard or Ms. Bryant.

164. On the morning of May 2, 1983, the hotel manager, Mr. Guadagnino, told Ms. Bryant that she had to leave the hotel that day and Ms. Bryant was forced to move all of her possessions into Ms. Shepard's room because she had nowhere else to store her items.

165. At that time, Mr. Guadagnino also told Ms. Shepard that she would have to leave the hotel on the next day when her weekly hotel authorization expired.

166. After Mr. Guadagnino told her this, Ms. Shepard called her worker and her worker, Ms. Walker, told her that she would have to find a new place to stay on her own.

167. On the morning of May 2, 1983, Steven Banks of The Legal Aid Society called Mr. Guadagnino, in an effort to prevent

Ms. Shepard's and Ms. Bryant's eviction from the hotel. Mr. Guadagnino's advised Mr. Banks that the Conca D'oro was a "powder key waiting to explode." He also said Ms. Shepard and Ms. Bryant had been quoted in the newspapers and that "they were making everyone look bad."

168. Mr. Banks also called Carol Majett of the defendant Human Resources Administration's office of Legal Affairs to try to prevent the disruptive eviction of Mr. Shepard and Ms. Bryant and their families. Ms. Majett advised Mr. Banks that the hotel had asked that Ms. Shepard, Ms. Bryant, Ms. Singleton leave the hotel for personal safety reasons and that in any case no one could be placed in the Conca D'oro because there was no Certificate of Occupancy.

169. On the morning of May 3, 1983, Ms. Shepard again called her worker who told her that she would not be permitted to stay at the Conca D'oro and that she would be placed in a hotel in Newark, New Jersey. Ms. Walker also told Ms. Shepard that the Department would not help her store or move her possessions from Staten Island.

170. Subsequently, Mr. Banks was able to arrange for the temporary storage of Ms. Shepard's possessions in the Southgate Homeowner's Association Community House.

171. On the evening of May 3, 1983, Ms. Shepard and her children went to the Emergency Assistance Unit with Mr. Banks and Ms. Masters. Ms. Shepard agreed to be placed in the Carter Hotel, New York, New York after she was given a choice between a placement there or one in Newark, New Jersey.

After a prolonged discussion between Ms. Shepard's attorneys and Mr. Astasio at the Emergency Assistance Unit, Ms. Shepard was eventually given moving money sufficient to move her possessions from Staten Island to the Times Square area of New York.

172. Ms. Shepard and her children travelled to the Carter Hotel alone in the evening of May 3, 1983. When they entered the hotel, Ms. Shepard's children witnessed an intoxicated man verbally harassing Ms. Bryant's adolescent daughter.

173. When they arrived at the hotel, they also observed prostitutes, transvestites and drug addicts in an around the hotel area.

174. The bathroom in the Shepard's room was also dirty and the bed covers were soiled and stained.

175. The size of the room is also smaller than the Shepard's room in the Conca D'oro, and she and her three children must share two double beds. Once again, these sleeping arrangements are made more difficult by Darrelle's bed wetting problem.

176. There is also no dresser or cabinet to store the family's clothing, and there is neither a refrigerator to store food nor cooking facilities.

177. On May 4, 1983, Ms. Shepard also discovered that there was little or no hot water during the day time.

178. In addition, Ms. Shepard's five year old son Roy had a bad nose bleed which stained the bed linen, and the hotel would not supply clean linen from May 4, 1983 until May 9, 1983.

179. Because of the Carter Hotel's location in the Times Square area, Ms. Shepard is afraid to let her children go in

and out of the hotel without her accompanying them. There is no place for them to play, and except to go to and from school and to eat and keep appointments, the Shepards do not go out of the hotel room.

180. As a result of the continued disruption of having to relocate Ms. Shepard's children Darrelle and Roy have still not been able to resume school programs.

181. Since she first sought emergency shelter in December, 1982 through the present, Ms. Shepard has never been given written notice or an opportunity for a hearing in connection with her requests and claims for emergency housing and services.

182. Upon information and belief, while Ms. Shepard and her family have been staying in emergency shelter provided by the defendant New York City Department of Social Services (DSS), neither DSS nor the defendant New York City Department of Housing Preservation and Development have inspected the various hotels in which she has been placed while she was in those shelters.

183a. Ms. Shepard and her children have lived and are continuing to live under conditions which are dangerous to their life, health and safety, and she is subject to the arbitrary transfer to other hotels with similar or worse living conditions. She is also suffering as a result of the New York City Department of Social Services recent reduction of her family's food stamps by nearly one-half without notice.

Accordingly, Ms. Shepard and her three children will continue to suffer irreparable harm unless they are granted the relief sought through this motion and complaint.

183b. Ms. Shepard and her three minor children have suffered great physical and emotional distress as a consequence of defendants' failure to provide them with adequate emergency housing, assistance and services, and they have been damaged in an amount of not less than \$50,000.00 each.

Plaintiff-Intervenor Janet Musillo

184a. Plaintiff-Intervenor Janet Musillo is currently staying at the Lincoln Motel in Newark, N. J. with her husband and three children, Jennifer 14, Frank 8 and Jeffrey 2.

184b. Mr. Musillo is a psychiatric outpatient at the Clearview Mental Health Center in Flushing, N. Y. He has attended this clinic for over seven years and has a lengthy psychiatric history including approximately ten inpatient admissions to Creedmore over the past fourteen years. When living in Queens, Mr. Musillo went to the mental health center for regular day treatment. Since the family has been moved from Queens, he has travelled to the mental health center once a week to receive his medication. This round trip costs ten dollars, an expense for which he has received no reimbursement from the defendant New York City Department of Social Services.

184c. The Musillo family became homeless on February 8, 1983 when they were evicted from their apartment in Queens. This eviction was due to alleged non-payment of rent for the month of July, 1982. Although Ms. Musillo claimed payment of this money, she was unrepresented in court and was unable to produce competent proof of payment. As a result, judgment was entered against her and she was ultimately evicted.

184d. The Musillo's stayed with friends for approximately one week after which they were asked to leave.

184e. Ms. Musillo then went to her Income Maintenance Center, Center 53, where she was told to go to the EAU if she wanted to be placed in a hotel.

184f. On or about February 15, 1983 the Musillo family went to the EAU. They were referred to the Marden Hotel for one night and told to return the next evening. The following evening they were referred to the North Plaza Hotel in Brooklyn for one night.

184g. On or about February 17, the Musillo family was referred to the Traveller's Motor Inn in Queens where they remained for twelve days. During this entire period, the Musillo children were unable to attend school because they were being moved about frequently.

184h. On or about March 1, 1983, the Musillo's were referred to the Conca D'Oro Motel in Staten Island. Ms. Musillo, after a short time, enrolled her children in school in Staten Island.

184i After six weeks at the Conca D'Oro, the Musillo's were referred to the Lincoln Motel. They were given no reason why they were being moved out of the Conca D'Oro.

184j. Currently, the children are not in school as Ms. Musillo does not wish to enroll them in New Jersey since she wants to leave there.

184k. The Musillo family has suffered and continues to suffer irreparable harm. Mr. Musillo's fragile mental condition is further undermined by the severe strain and disruption of being placed in New Jersey far from the source of his treatment. The children have missed two months of school since February. The entire family has suffered by the diversion of funds from their food grants to pay the extraordinary transportation costs involved in travelling from Newark to Queens.

184l. Since she first sought emergency shelter in February, 1983

through the present, Ms. Musillo has never been given written notice or an opportunity for a hearing in connection with her requests for emergency housing and services.

184m. Upon information and belief, while Ms. Musillo and her family have been staying in emergency shelter provided by the defendant New York City Department of Social Services (DSS), neither DSS nor the defendant New York City Department of Housing Preservation and Development has inspected the various hotels in which she has been placed while she was in those shelters.

184n. Ms. Musillo and her family have lived and are continuing to live under conditions which are dangerous to their life, health and safety. They are subject to the arbitrary transfer to other hotels with similar or worse living conditions. She is also suffering from the DSS' continued failure to provide her with food stamp benefits. Accordingly, Ms. Musillo, her husband and their three children will continue to suffer irreparable harm unless they are granted the relief sought through this motion and complaint.

184o. Ms. Musillo and her family have suffered great physical and emotional distress as a consequence of defendants' failure to provide them with adequate emergency housing, assistance and services, and they have been damaged in an amount of not less than \$50,000.00 each.

STATEMENT OF CLAIMS

FIRST CLAIM FOR RELIEF

THE DEFENDANTS HAVE FAILED TO PROVIDE
SUFFICIENT EMERGENCY HOUSING FOR FAMILIES
WITH CHILDREN IN NEED OF EMERGENCY HOUSING

185. The defendants, as a matter of policy and practice, have failed to provide for sufficient emergency housing so that all families in need of emergency housing are provided with it. Because of this failure, families with children are denied emergency housing, are actively and improperly discouraged from requesting emergency housing or are provided with emergency housing only after impermissably long delays.

186. The defendants have violated the rights of plaintiffs and plaintiff class members to the immediate provision of temporary emergency housing as guaranteed by Article XVII of the New York State Constitution, 42 U.S.C. §1983; 42 U.S.C. §602(a)(10); 42 U.S.C. §606(e)(1)(A) and (B); 45 C.F.R. Section 233.120; New York Social Services Law §34, subdivisions 3(c), (d), (e), (h) and 6; §131, subdivisions 1 and 3; §350, subdivisions 1 and 5; §350-j; §397, subdivision 1(b) and 4(a)(1) and 6(a); 18 N.Y.C.R.R. 355.3(a)(iv) and (6)(1); 18 N.Y.C.R.R. 355.5; and other state, federal, and local laws.

SECOND CLAIM FOR RELIEF

THE DEFENDANTS PROVIDE EMERGENCY HOUSING THAT
JEOPARDIZES THE LIFE, HEALTH, AND SAFETY OF
FAMILIES WITH CHILDREN.

187. The defendants, as a matter of policy and practice, place homeless families with children into emergency housing that is

dangerous to the health, life and safety of both the adults and children and that is unsuitable and inadequate to house children.

188. The defendants exercise no supervision or control over the manner in which emergency housing is provided to families with children by the private hotels in which families are routinely placed by the defendants. The defendants place families with children into such hotels with knowledge of the dangerous conditions in them and with knowledge that they are inadequate and unsuitable for children.

189. The defendants own and control some of the emergency housing to which families with children are referred. They know of, yet fail to correct, conditions dangerous to the life, health and safety of families with children who are forced to live in such housing.

190. The defendants have failed to provide to plaintiffs and plaintiff class members safe, adequate and suitable emergency housing as required by Article XVII of the New York State Constitution; 42 U.S.C. §606; 42 U.S.C. §1983; New York Social Services Law §131, 134, 131-a(1), 350.1(a), 350.4, 350-j, 395, 397.1 and 4, 398.6(a); 18 N.Y.C.R.R. 370.2, 373.2(2), 372.2(3); The New York City Administrative Code and the Health, Housing and Building Codes of The City of New York; the Relocation Regulations of the New York City Department of Social Services; and other state, local and federal law."

THIRD CLAIM FOR RELIEF

THE DEFENDANTS HAVE FAILED TO AFFORD FAMILIES WITH CHILDREN IN NEED OF EMERGENCY HOUSING PROTECTIONS AFFORDED HOMELESS MEN AND WOMEN

191. The defendants have a duty to provide shelter to all needy homeless people in New York City.

192. The defendants, as a matter of policy and practice, have failed to provide for sufficient emergency housing for eligible homeless families in the City of New York while undertaking to provide sufficient shelter space to house all homeless men and women in the City of New York.

193. The defendants have undertaken to provide shelter to homeless men and women that meets specified standards and that is sanitary and not dangerous life and safety. Yet, the defendants, as a matter of policy and practice, have failed to supervise and control the conditions under which homeless families with children must live in emergency housing.

194. The defendants have violated the rights of plaintiffs and plaintiff class members to the equal protection of the laws as guaranteed by the Fourteenth Amendment to the United States Constitution, 42 U.S.C. §1983,4 and by Article I, Section 11 of the New York State Constitution.

FOURTH CLAIM FOR RELIEF

THE DEFENDANTS IMPROPERLY REFER FAMILIES WITH CHILDREN TO HOTELS AND TO EMERGENCY HOUSING WITHOUT COOKING FACILITIES.

195. The defendants improperly refer families with children to hotels without first determining the availability of suitable emergency or permanent housing and without first determining whether placement in emergency housing with cooking facilities is possible.

196. The defendants have thus denied to plaintiffs and plaintiff class members suitable emergency housing in violation of Article

XVII of the New York State Constitution; 42 U.S.C. §606; 42 U.S.C. §1983; New York Social Services Law §§131, 350-j, 395, 397.1 and 4, 398.6(a); 18 N.Y.C.R.R. §§352.3(e), 370.2, 373.2(2), 372.2(3); The New York City Administrative Code; and other federal, state and local laws.

FIFTH CLAIM FOR RELIEF

THE DEFENDANTS HARM RATHER THAN ASSIST IN
THE EDUCATION OF CHILDREN OF FAMILIES IN
NEED OF EMERGENCY HOUSING

197. The defendants routinely move families with children from one emergency placement to another, permitting them to stay at a given location for only one or two nights or weekly, with the result that children cannot enroll in local schools and sometimes cannot travel back to their original schools because the place they leave in the morning may not be their home that night.

198. The defendants routinely refer families with children to boroughs other than their home boroughs, far from childrens' home schools, making attendance prohibitively expensive and exhausting.

199. The defendants routinely refer families with children to out-of-state emergency housing, increasing travelling time and expenses to childrens' home schools.

200. By these practices the defendants force families to keep children home from school, cause distitute families to pay increased, often prohibitive, fares for their children, and cause children to be moved from one school to another with each move, with the result that children in emergency housing are not promoted or are otherwise

harmred in their schoolwork.

201. The defendants have violated their duty to assist destitute families to adequately meet the needs of their children and their duty to provide all necessaries to permit a child to attend school in violation of Article XVII of the New York State Constitution; 42 U.S.C. §606 and the regulations; promulgated thereunder; 42 U.S.C. §1983; New York Social Services Law §§134, 350.1(a), 350j, 395 397.1 and 4, 398.6(a) and regulations promulgated thereunder and other state, federal and local laws.

SIXTH CLAIM FOR RELIEF

THE DEFENDANTS FAIL TO INFORM FAMILIES IN NEED OF EMERGENCY HOUSING OF THEIR RIGHTS CONCERNING EMERGENCY HOUSING, ASSISTANCE AND SERVICES.

202. The defendants do not inform families with children who are homeless, are in danger of becoming homeless or are otherwise in need of emergency housing of the availability of emergency housing, assistance and services and of the means by which to secure such services. As a result, families entitled to benefits are deprived of them.

203. Defendants have violated plaintiffs and plaintiff class members rights provided by 18 N.Y.C.R.R. 355.1, §§355.2, 355.3 (a)(iv) and (b)(1); 18 N.Y.C.R.R. 355.5; 42 U.S.C. §606; 42 U.S.C. §1983, and other state, federal and local laws.

SEVENTH CLAIM FOR RELIEF

THE DEFENDANTS HAVE DENIED FAMILIES IN NEED OF EMERGENCY HOUSING THE RELOCATION SERVICES TO WHICH THEY ARE ENTITLED.

204. The defendants, as a matter of policy and practice, have failed to provide to families with children in need of emergency housing those benefits and services to which they are entitled to assist them to secure permanent housing.

205. The defendants have deprived plaintiffs of their entitlement to services guaranteed by Article XVII of the New York State Constitution, the Social Security Act, 42 U.S.C. §606, et seq and the regulations promulgated thereunder, 42 U.S.C. §1983, New York Social Services Law, as well as New York State regulations as follows:

- (a) referrals to safe, suitable, adequate and affordable housing in violation of 18 N.Y.C.R.R. 372.4(d) and Relocation Regulations §3.02;
- (b) child care to permit apartment searches in violation of 18 N.Y.C.R.R. 352.1(c); 18 N.Y.C.R.R. 372.4(d)
- (c) counselling services in violation of 18 N.Y.C.R.R. 372.4(d);
- (d) legal services in violation of 18 N.Y.C.R.R. 372.4(d);
- (e) transportation funds for trips to and from potential apartments, to and from income maintenance centers and to and from schools where the family is temporarily housed in another borough or out-of-state in violation of 18 N.Y.C.R.R. 352.1(c). 372,4;
- (f) moving expenses in violation of 18 N.Y.C.R.R. 352.1(c); Relocation Regulations §3.
- (g) security deposits in the actual amount due in violation of 18 N.Y.C.R.R. 352.6;

- (h) broker's fees in the actual amount due in violation of 18 N.Y.C.R.R. 352.1(c), 352.6;
- (i) storage fees in violation of 18 N.Y.C.R.R. 352.6(f);
- (j) furniture allowances in violation of 18 N.Y.C.R.R. 352.7;

and under other state, federal and local laws.

EIGHTH CLAIM FOR RELIEF

FAMILIES WITH CHILDREN IN EMERGENCY HOUSING ARE DEPRIVED OF CONTINUED PUBLIC ASSISTANCE BENEFITS

206. The defendants do not take steps to ensure that families with children who are placed in emergency housing continue to receive the public assistance, food stamps and medicaid to which the defendants have already determined they are entitled. As a result, families with children who are in need of or in receipt of emergency housing, assistance and services are deprived of the essential non-emergency grants and benefits to which they are entitled.

207. The defendants have thus deprived plaintiffs of continued receipt of public assistance, food stamps and Medicaid to which they are entitled in violation of rights guaranteed by the Due Process Clauses of the United States and New York State Constitutions, the Social Security Act, the Food Stamp Act, New York Social Services Law and the regulations promulgated thereunder.

NINTH CLAIM FOR RELIEF

THE DEFENDANTS HAVE DETERMINED THE ELIGIBILITY OF FAMILIES IN NEED OF EMERGENCY HOUSING IN AN ARBITRARY AND STANDARDLESS WAY.

208. The defendants have failed to establish ascertainable and proper standards by which to determine the eligibility of families with children for emergency housing, assistance and services.

209. By this failure, defendants have violated the rights of plaintiff and plaintiff class members guaranteed by the Due Process Clauses of New York State and the United States Constitution and 42 U.S.C. §606, 42 U.S.C. §1983, New York Social Services Law, §131a; §350.j; and other state, federal and local laws.

TENTH CLAIM FOR RELIEF

THE DEFENDANTS HAVE DENIED FAMILIES IN NEED OF EMERGENCY HOUSING THEIR RIGHT TO HAVE THEIR ELIGIBILITY FOR EMERGENCY HOUSING, ASSISTANCE AND BENEFITS DETERMINED

210. The defendants fail to record, investigate and make an immediate determination regarding the provision of emergency housing, assistance and services in the case of a family with children in need of emergency housing when a request is made for, or facts are brought to their attention indicating a need for, such benefits.

211. By this policy and practice, defendants have violated the rights of plaintiffs and plaintiff class members guaranteed by Article XVII of the New York State Constitution, the Due Process Clauses of the New York State and the United States Constitution, 42 U.S.C. §1983, 42 U.S.C. 606; New York Social Services Law Sections 132; 350-j; 18 N.Y.C.R.R. Section 354; and other state, federal and local laws.

ELEVENTH CLAIM FOR RELIEF

THE DEFENDANTS HAVE DENIED FAMILIES IN NEED OF
EMERGENCY HOUSING THEIR RIGHT TO NOTICE OF THE
ACTION TAKEN.

212. The defendants fail, as a matter of policy and practice, to provide notice of any determination made, the reasons for the determination, and of the right to a hearing at which to challenge any determination made, in cases where a request is made by a homeless family for emergency housing, assistance or services or where facts come to the agency's attention indicating a need for such services.

213. By this policy and practice, defendants have violated the rights of plaintiffs and plaintiff class members guaranteed by the Due Process Clauses of the New York State and United States Constitutions, 42 U.S.C. §1983; 42 U.S.C. §602(a)(4); New York Social Services Law §§22.1; 22-3(a); 22-6; 22.11; 353(1)(b); 18 N.Y.C.R.R. §§355.3, 355.5, §§358 et seq.; and other state, federal and local laws.

TWELTH CLAIM FOR RELIEF

THE DEFENDANTS HAVE DENIED FAMILIES IN NEED OF
EMERGENCY HOUSING THEIR HEARING RIGHTS

214. Families with children in need of emergency housing are being improperly denied emergency housing, assistance and services or are suffering from improperly delayed provision of emergency housing, assistance and services by the defendants.

215. The defendants do not provide for immediate meaningful review of such decisions where a homeless family wishes to contest the denial or delay of benefits. Hearings are provided, if at all, weeks or months after the agency's denial.

216. The defendants have violated plaintiffs' and plaintiff

class members' rights to timely review of improper agency action as guaranteed by the Due Process Clauses of the Fourteenth Amendment to the United States Constitution, the Due Process Clauses of the New York State Constitution, 42 U.S.C. §1983; 42 U.S.C. §602 (a)(4); New York Social Services Law §22.6 and §350-j(5); and other state, federal and local law.

THIRTEENTH CLAIM FOR RELIEF

THE DEFENDANTS COERCE FAMILIES IN RECEIPT OF EMERGENCY HOUSING INTO ACCEPTING PERMANENT HOUSING THAT IS UNSAFE, UNSUITABLE AND INADEQUATE

217. It is defendants' policy and practice to coerce families with children in need of emergency housing into accepting permanent housing that is dangerous to life, health and safety by threatening to terminate, and by terminating, emergency housing benefits if referrals to such housing are not accepted.

218. Defendants' violate plaintiffs' and plaintiff class members' rights guaranteed by Article XVII of the New York State Constitution; the Due Process Clauses of the United States and New York State Constitutions; 42 U.S.C. §1983; The Social Security Act; New York Social Services Law and regulations; the City of New York Relocation Regulations, and by other state, local and federal law.

FOURTEENTH CLAIM FOR RELIEF

THE DEFENDANTS TERMINATE THE EMERGENCY HOUSING BENEFITS OF FAMILIES IN AN ARBITRARY MANNER

219. It is defendants' policy and practice to terminate the emergency housing, assistance and services provided to a family with

children in a wholly arbitrary manner. The defendants have failed to establish standards under which the rights of homeless families with children to continued emergency housing, assistance and services may be determined.

220. The defendants' arbitrary and standardless determinations violate the right of plaintiffs and plaintiff class members guaranteed by Article XVII of the New York State Constitution, the Due Process Clauses of the United States and New York State Constitutions, the Social Security Act and regulations, New York Social Services Law and regulations, the New York City Administrative Code and the regulations of the New York City Department of Housing Preservation and Development.

FIFTEENTH CLAIM FOR RELIEF

THE DEFENDANTS DO NOT PROVIDE ADEQUATE NOTICE PRIOR TO TERMINATING THE ENTITLEMENT OF FAMILIES WITH CHILDREN TO EMERGENCY HOUSING, ASSISTANCE AND SERVICES

221. Families with children placed in emergency housing or receiving emergency assistance or services have their continued entitlement to such housing, assistance and services summarily terminated without being provided advance adequate notice specifying the action to be taken, the reasons for the action, the law or regulation supporting the action the right to a hearing to challenge the action and the circumstances under which aid will be continued pending the hearing and determination.

222. The defendants thus violate the right of plaintiffs and plaintiff class members guaranteed by the Due Process Clauses of The

United States and New York State Constitutions, the Social Security Act and regulations, New York Social Services Law and regulations, and other state, federal and local laws.

SIXTEENTH CLAIM FOR RELIEF

THE DEFENDANTS DEPRIVE PLAINTIFFS OF THEIR
RIGHT TO A FAIR HEARING AND OF THEIR RIGHT
TO HAVE EMERGENCY HOUSING, ASSISTANCE AND
SERVICES CONTINUE PENDING THE HEARING.

223. The defendants do not provide plaintiffs and plaintiff class members, with the opportunity for a hearing to challenge a determination to terminate emergency housing, assistance and services, at which the defendants must establish and the recipient may contest the basis for the termination of emergency housing, assistance and services, and do not provide for the continuation of emergency housing, assistance and services pending a hearing and determination on the proposed termination of benefits.

224. The defendants have thus violated rights of plaintiffs guaranteed by the Due Process Clauses of the United States and New York State Constitutions, by the Social Security Act and the regulations promulgated thereunder by the New York Social Services Law and the regulations promulgated thereunder and by other state, local and federal laws.

SEVENTEENTH CLAIM FOR RELIEF

DAMAGES

225. It is defendants' policy and practice to deprive plaintiffs, their own children and the other children for whom they are

enjoy of their constitutional, statutory, and regulatory rights as recited herein. Further, defendants have had personal knowledge of these repeated deprivation of rights inflicted upon the members of the plaintiff class but have failed to protect them from such deprivations. In failing to exercise their supervisory powers over their subordinates, in creating a pervasive and persistent pattern of such deprivation, or in carrying out such deprivations themselves, defendants have acted in deliberate disregard of plaintiffs' rights the rights of their own children and the children for whom they are caring, and have knowingly and intentionally violated those rights.

226. As a direct result of defendants' actions, plaintiffs, their children, and the children for whom they are caring have suffered loss of valuable constitutional, statutory, and regulatory rights; severe physical and mental anguish; and severe financial hardship, damaging the named plaintiffs, their children and the children for whom they are caring in amounts not less than \$50,000 each; and entitling them to damages under 42 U.S.C. §1983 and other state, federal and local law.

RELIEF REQUESTED

WHEREFORE, plaintiffs, on behalf of themselves and on behalf of all others similarly situated, respectfully pray that this Court:

1. Determine pursuant to Rule 9 of the C.P.L.R. that this action be maintained as a class action.
2. Issue a preliminary injunction on behalf of the named plaintiffs requiring the defendants to provide them with safe, suitable and adequate emergency housing and assistance and services to

enable them to locate adequate permanent housing, and such other relief as may be necessary to protect them from irreparable harm.

3. Issue a preliminary injunction, pursuant to Rule 6301 of the C.P.L.R. requiring that the Commissioners of the New York City Department of Social Services, The New York State Department of Social Services and the New York City Department of Housing Preservation and Development provide to the plaintiffs and the plaintiff class adequate emergency housing, assistance and services by immediately taking the following steps:

a. issue written instructions to all workers coming into contact with or responsible for providing services to families with children who are without permanent homes, are in danger of becoming homeless, or who otherwise need emergency housing (i) emphasizing that such families are to be provided emergency housing and emergency assistance and services; (ii) specifying the circumstances under which emergency housing assistance and services are to be authorized; (iii) requiring that a record of the circumstances of each family's case be made; (iv) requiring that an immediate determination be made regarding the provision of emergency housing emergency assistance and services to the family; (v) requiring that notice be provided to a family specifying the emergency housing emergency assistance or services that will be provided; and (vi) where emergency housing, emergency assistance or services are being denied requiring workers to issue notice specifying the reasons for the denial and explaining the family's right to a review of the denial through emergency conference and hearing systems;

b. modify or establish procedures to implement paragraphs 3(a)(i) through 3(a)(vi) above;

c. establish procedures whereby, prior to any decision denying emergency housing, assistance or services, the decision will be reviewed at an immediately scheduled conference by an official reporting directly to the Commissioners with the power, in the case of an incorrect decision, to take all steps necessary to implement the provision of emergency housing, assistance and services to the family;

d. provide the opportunity for a full evidentiary hearing to immediately review the denial of emergency housing, assistance and services;

e. locate and make available additional emergency housing units within New York City so that all families in need of emergency housing obtain that housing in New York City immediately, and so that families can, where appropriate, be given emergency housing near their children's schools;

f. inspect each unit in which a family with children has been placed in emergency housing to ascertain whether the unit is safe, adequate and suitable for families with children. Where a unit is not, obtain immediate correction of the improper conditions or relocate the family in another unit that is safe, suitable and adequate;

g. provide sufficient security guards, properly trained and supervised, at each hotel and shelter to ensure the life, health and safety of the families with children living there;

h. provide families with children living in emergency

housing with lists of specific referrals to standard, suitable, adequate, affordable, available and prepared for occupancy apartments in the area of their choice;

i. inform families with children living in emergency housing that they may immediately obtain broker's fees and security deposits in the actual amount needed, moving expenses, and other allowances to assist them in their search for adequate permanent housing, inform them of the means by which such benefits may be obtained, and provide a mechanism by which such benefits may be issued immediately;

j. inform families that they may obtain transportation money to permit a child to attend school when the family has incurred increased transportation expenses because of their emergency housing placements and provide a mechanism by which such funds can be promptly issued;

k. stop reducing or terminating the rights of a family with children to emergency housing, assistance and services without first providing advance, adequate notice and the opportunity for a hearing and decision prior to the proposed reduction or termination;

4. Enter a judgment pursuant to CPLR §3001, declaring the defendants policy and practice of failing to provide safe, suitable and adequate emergency housing to eligible needy families as violative of Article XVII of the New York State Constitution, the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and Article I, Section 11 of the New York State Constitution, 42 U.S.C. 1983, 42 U.S.C. §606 (e)(1)(A) and (B), 42 U.S.C. §602(a)(10), 45 C.F.R. Section 233.120, New York Social

Services Law §34, subdivisions 3(c), (d), (e), (h) and 6; §131, subdivisions 1 and 3; §350, subdivisions 1 and 5; §397, subdivision 1(b) and 4(a)(1) and 6(a); 18 N.Y.C.R.R. 355.3(a)(IV) and (b)(1); 18 N.Y.C.R.R. 355.5.

5. Enter a judgment declaring that the defendants, in failing to record, investigate and make a determination regarding the provision of emergency housing, assistance and benefits in the case of a homeless family with children when a request is made for, or facts are brought to their attention indicating a need for, such benefits, have violated the rights of plaintiff class members guaranteed by Article XVII of the New York State Constitution, the Due Process Clauses of the New York State and United States Constitution, 42 U.S.C. §1983, 42 U.S.C. 606 and New York Social Services Law Sections 132 and 350-j.

6. Enter a judgment declaring that the defendants' in failing to ascertainable and proper standards regarding the provision of emergency shelter, assistance and services, violate the Due Process Clauses of the United States and New York State Constitutions, 42 U.S.C. §1983, 42 U.S.C. §606, New York Social Services Law §131a; 350-j.

7. Enter a judgment declaring that the defendants' failure, when a request is made for, or facts are brought to their attention indicating a need for emergency shelter, assistance and services, to provide notice to the plaintiffs and the plaintiff class members of any determination made, the reasons for the determinations, and of the right to a hearing at which to challenge any determination made,

violates the Due Process Clauses of the New York State and United States Constitutions, 42 U.S.C. §1983; 42 U.S.C. §602(a)(4); New York Social Services Law §§22.1, 22.3(a), 22.6, 22.12, 353(1)(b) and 18 N.Y.C.R.R. §§358 et seq.

8. Enter a judgment declaring that the State defendants' and the City defendants' failure to provide immediate meaningful review of decisions denying emergency housing and emergency relocation assistance and services violates the Due Process Clauses of the New York State and United States Constitution, 42 U.S.C. §1983, 42 U.S.C. §602(a)(4) and New York Social Services Law §22.6.

9. Enter a Judgment declaring that the defendants' policy and practice of placing families with children into hotels over which the defendants exercise no supervision or control and which contain conditions dangerous to the health, life and safety of the family and which are inadequate unsuitable for children violates Article XVII of the New York State Constitution, 42 U.S.C. §606; 42 U.S.C. §1983; New York Social Services Law §§131, 131-a(1), 134, 350.1(a), 350.4, 350-j, 395, 397.1 and .4, 398.6(a); 18 N.Y.C.R.R. 370.2, 372.(2) and 372.2(3), and the Health and Safety Codes of New York City.

9a. Enter a judgment declaring that the defendants as a matter of policy and practice, have failed to provide emergency assistance and services under the Social Security Act and regulations and under New York State Law and the regulations promulgated thereunder as follows:

- (a) referrals to safe, suitable and adequate housing in violation of 18 N.Y.C.R.R. 372.4(d) and Relocation

Regulations §3.02;

- (b) child care to permit apartment searches in violation of 18 N.Y.C.R.R. 352.1(c); 18 N.Y.C.R.R. 372.4(d);
- (c) counselling services in violation of 18 N.Y.C.R.R. 372.4(d);
- (d) legal services in violation of 18 N.Y.C.R.R. 372.4(d);
- (e) transportation funds for trips to and from potential apartments, to and from income maintenance centers and to and from childrens' schools where the family is given emergency housing in another borough in violation of 18 N.Y.C.R.R. 352.1(c), 372.4;
- (f) moving expenses in violation of 18 N.Y.C.R.R. 352.1(c);
- (g) security deposits in the actual amount needed in violation of 18 N.Y.C.R.R. 352.6;
- (h) broker's fees in the actual amount needed in violation of 18 N.Y.C.R.R. 352.1(c), 352.6;
- (i) storage fees in violation of 18 N.Y.C.R.R. 352.6(f);
- (j) furniture allowances in violation of 18 N.Y.C.R.R. §352.7;

10. Enter a judgment declaring that the defendants failure to establish standards governing the termination of emergency housing, assistance and services and their failure to issue advance adequate notice of the proposed action, to provide a hearing regarding the proposed action and to provide continued emergency housing, assistance and services if a request for a hearing is timely made violates the Due Process Clauses of the New York State and United States Constitutions, the Social Security Act, New York State Social Services

Law and the regulations promulgated thereunder, and the Relocation Regulations of the City of New York.

11. Enter a judgment pursuant to CPLR §6301 enjoining defendants from denying emergency housing to needy families with children and requiring defendants to:

- a. locate additional units of emergency housing sufficient to meet the demand for emergency housing by needy families with children;
- b. ensure that all emergency housing for families with children be suitable for young children and contains window guards; contains kitchen and bathroom facilities; provides sufficient space for the number of family members who will occupy the space; is free of hazardous violations; is free of rodents and bugs; has sanitary bedding and sufficient sheets and blankets; and is clean.

12. Enter a judgment requiring defendants to:

- a. establish clear guidelines and standards for workers regarding the circumstances under which emergency housing for families with children is to be provided;
- b. require workers to advise each family who seeks emergency housing or emergency assistance or services of the benefits available and of the means by which benefits may be obtained;

c. require workers to give a notice to each family who requests or appears to need emergency housing, emergency assistance or services, advising the family of the action taken on their case and, where the family will not be provided with emergency housing, emergency assistance of services, advising the family of the regulations supporting the denial, the reasons for the denial and of their right to a conference and hearing if they disagree with the action taken on their case.

13. Enter a permanent injunction enjoining the defendants from denying emergency housing, emergency assistance and services without providing for immediate review of the determination in the form of a conference with the City defendants followed by an immediately scheduled and held hearing to review the determination made.

14. Enter a permanent injunction enjoining the defendants to exercise supervision and control over the emergency housing provided to homeless families with children.

15. Enter a permanent injunction requiring defendants to provide to homeless families with children referrals to permanent housing that is safe, adequate and suitable.

16. Enter a permanent injunction enjoining the defendants from improperly denying relocation assistance and services to homeless families with children and requiring them to immediately issue in each case, where needed:

- (a) referrals to safe, suitable, adequate and affordable housing;
- (b) child care to permit apartment searches;

- (c) counselling services;
- (d) legal services,
- (e) transportation funds for trips to and from potential apartments, to and from income maintenance centers, and to and from children's schools.
where the family is given emergency housing in another borough;
- (f) moving expenses;
- (g) security deposit in the actual amount required and to and from children's schools;
- (h) broker's fees;
- (i) storage fees;
- (j) furniture allowances.

17. Enter a permanent injunction enjoining the defendants from reducing or terminating the rights of a family with children to emergency housing, assistance and services without first providing advance, adequate notice and the opportunity for a hearing and decision prior to the proposed reduction or termination.

18. Enter an injunction requiring the defendants to take the following steps regarding families with children who were homeless or otherwise entitled to emergency housing, assistance and services:

a) For those families with children who requested or otherwise made defendants aware of their need for emergency housing, assistance and services and who were not provided with emergency housing, assistance and services and notice of the denial and of

hearing rights:

(i) evaluate the families present need for emergency housing, assistance and services, and, where the need is still present, provide emergency housing, assistance and services;

(ii) where a family does not presently need emergency housing, assistance or services because they have paid for such housing, assistance and services themselves, reimburse such families for the money so spent;

b) For those families with children who were receiving emergency housing, assistance and services and had benefits terminated or reduced without being provided advance adequate notice and the right to a pretermination hearing:

(i) restore emergency housing, assistance or services to every such family who wants them;

(ii) reimburse such families for all expenditures made for emergency housing, assistance and services;

(iii) continue emergency housing assistance and services to all such families with children until such time as they are afforded adequate, advance notice and the opportunity for a pretermination hearing.

19. Enter an injunction requiring the defendants to identify and notify class members who have been or are being denied emergency housing, assistance and services or who have had or are having emergency housing assistance and services terminated or reduced to advise them of their rights, if any, under the judgment entered herein.

20. Enter a judgment under New York State Law and pursuant to 42 U.S.C. §1983 in favor of each named plaintiff and against the City of New York and each of the defendants in their official

capacities awarding each named plaintiff, their children or other dependent minor relatives in their care compensatory damages in the amount of \$50,000.00 each for the defendants' intentional violation of their constitutional and statutory rights, this amount exceeding the jurisdictional amounts permissible in courts below the Supreme Court.

21. Allow plaintiffs reasonable attorneys' fees and costs and disbursements of this action pursuant to 42 U.S.C. Section 1988, Article 9 of the C.P.L.R. and Articles 81 through 83 of the C.P.L.R.

22. Grant such other and further relief as may seem just, proper and equitable to this Court.

DATED: NEW YORK, NEW YORK

May 13, 1983.

Yours etc.,

KALMAN FINKEL
Attorney-in-Charge
Civil Division
The Legal Aid Society

ARTHUR FRIED
Administrative Law Unit
The Legal Aid Society
MARCELLA SILVERMAN, of Counsel

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VERIFICATION

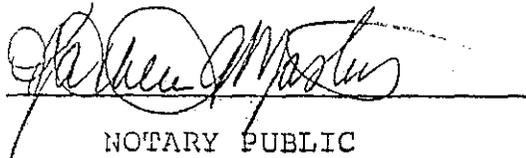
STATE OF NEW YORK)
COUNTY OF RICHMOND) ss.:

LORETTA LAFRENIER, being duly sworn, deposes and says that she is a plaintiff in the within action, that she has read the portion of the verified amended complaint pertaining to the facts of her individual situation and knows the contents thereof, that the same is true to her own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters she believes to be true.



LORETTA LAFRENIER

Sworn to before me this
13th day of May, 1983



NOTARY PUBLIC
KATHLEEN A. MASTERS
Notary Public, State of New York
No. 26-4730276
Qualified in Kings County
Commission Expires March 30, 1984

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

STEVEN BANKS, an attorney-at-law duly admitted to practice in the State of New York, affirms the following statements to be true under the penalties of perjury:

That he is an attorney in the office of the attorney for the plaintiff-intervenors, JEWEL BRYANT, JANET MUSILLO, ANITA SHEPARD and CAMIE SINGLETON, that he has read the foregoing petition and knows the contents thereof; that the same is true to his own knowledge except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true. That this verification is being made by him pursuant to §3020(d) of the C.P.L.R. because the office of plaintiffs' attorney is in a county other than the county of plaintiffs' residence.



STEVEN BANKS

DATED: NEW YORK, NEW YORK
May 13, 1983

