

PREET BHARARA
United States Attorney for the
Southern District of New York
By: ELIZABETH TULIS
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Telephone: (212) 637-2725
Facsimile: (212) 637-2702
E-mail: elizabeth.tulis@usdoj.gov

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

EAST RIVER HOUSING CORP.,

Defendant.

AMENDED COMPLAINT

13 Civ. 8650 (ER)

Jury Trial Demanded

Plaintiff, the United States of America, by its attorney, Preet Bharara, United States Attorney for the Southern District of New York, alleges for its complaint as follows:

PRELIMINARY STATEMENT

1. This is a civil action for declaratory relief, injunctive relief, and monetary damages under the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.*, brought by the United States of America on behalf of Stephanie Aaron, Amy Eisenberg, and Steven Gilbert (collectively, "Complainants"), and pursuant to 42 U.S.C. § 3614(a), to redress discrimination on the basis of disability.

2. As alleged more fully below, defendant East River Housing Corp. ("East River"), the owner-operator of a 1,672-unit housing cooperative with its management office located at 530

Grand Street, New York, New York, 10002, unlawfully discriminated against Complainants based on their disabilities.

3. East River's conduct violates the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* (the "Act"), and should be declared unlawful and enjoined, and appropriate monetary damages should be awarded.

JURISDICTION AND VENUE

4. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3612(o) and 3614(a).

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and 42 U.S.C. § 3612(o) because East River is situated in this district and the events giving rise to the Complaint occurred in this district.

THE PARTIES

6. Plaintiff is the United States of America (the "United States").

7. Defendant East River is a private 1,672-unit housing cooperative with a management office at 530 Grand Street, New York, New York 10002, and buildings at 453, 455, 457, 473, 475 and 477 FDR Drive, New York, New York 10002, and at 568, 570, 572, 573, 575 and 577 Grand Street, New York, New York, 10002.

8. Complainant Stephanie Aaron ("Aaron") is the proprietary lessee of an apartment at East River and is subject to a proprietary lease dated November 24, 2003, by and between East River and Aaron.

9. Aaron's apartment constitutes a "dwelling" within the meaning of the Act, 42 U.S.C. § 3602(b).

10. Aaron is an “aggrieved person” as that term is defined in the Act, 42 U.S.C. § 3602(i), and has suffered damages as a result of defendant’s conduct.

11. Complainant Amy Eisenberg (“Eisenberg”) is a proprietary lessee of an apartment at East River and is subject to a proprietary lease dated June 15, 1998, by and between East River and Eisenberg.

12. Eisenberg’s apartment constitutes a “dwelling” within the meaning of the Act, 42 U.S.C. § 3602(b).

13. Eisenberg is an “aggrieved person” as that term is defined in the Act, 42 U.S.C. § 3602(i), and has suffered damages as a result of defendant’s conduct.

14. Complainant Steven Gilbert (“Gilbert”) is a proprietary lessee of an apartment at East River and is subject to a proprietary lease dated September 8, 2004, by and between East River and Gilbert.

15. Gilbert’s apartment constitutes a “dwelling” within the meaning of the Act, 42 U.S.C. § 3602(b).

16. Gilbert is an “aggrieved person” as that term is defined in the Act, 42 U.S.C. § 3602(i), and has suffered damages as a result of defendant’s conduct.

PROCEDURAL BACKGROUND

Complainant Stephanie Aaron

17. On December 11, 2012, Complainant Stephanie Aaron filed a verified Housing Discrimination Complaint with the U.S. Department of Housing and Urban Development (“HUD”) alleging discrimination on the basis of disability.

18. Pursuant to the requirements of 42 U.S.C. § 3610(a) and (b), the Secretary of HUD (the “Secretary”) conducted and completed an investigation of Aaron’s administrative complaint.

19. Based on the information gathered in the HUD investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that East River discriminated against Aaron and violated the Act.

20. On October 23, 2013, the Secretary issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), charging East River with engaging in discriminatory housing practices against Aaron in violation of the Act.

21. On November 8, 2013, East River timely elected to have the charge resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a). Following this election, the Secretary authorized the Attorney General to file this action on Aaron's behalf, pursuant to 42 U.S.C. § 3612(o)(1).

Complainant Amy Eisenberg

22. On May 29, 2013, Complainant Amy Eisenberg filed a complaint with HUD alleging discrimination on the basis of disability.

23. Pursuant to the requirements of 42 U.S.C. § 3610(a) and (b), the Secretary conducted and completed an investigation of Eisenberg's administrative complaint.

24. Based on the information gathered in the HUD investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that East River discriminated against Eisenberg and violated the Act.

25. On December 10, 2013, the Secretary issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), charging East River with engaging in discriminatory housing practices against Eisenberg in violation of the Act.

26. On December 18, 2013, East River timely elected to have the charge resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a). Following this election, the Secretary

authorized the Attorney General to file this action on Eisenberg's behalf, pursuant to 42 U.S.C. § 3612(o)(1).

Complainant Steven Gilbert

27. On May 30, 2013, Complainant Steven Gilbert filed a verified complaint with HUD alleging discrimination on the basis of disability. Gilbert also alleged that East River interfered with his exercise of rights protected by the Fair Housing Act by, among other things, insisting that he produce unnecessary, excessive, and intrusive information to support his claim for a reasonable accommodation of his disability.

28. Pursuant to the requirements of 42 U.S.C. § 3610(a) and (b), the Secretary conducted and completed an investigation of Gilbert's administrative complaint.

29. Based on the information gathered in the HUD investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that East River discriminated against Gilbert and violated the Act.

30. On December 19, 2013, the Secretary issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), charging East River with engaging in discriminatory housing practices against Gilbert in violation of the Act.

31. On January 2, 2014, East River timely elected to have the charge resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a). Following this election, the Secretary authorized the Attorney General to file this action on Gilbert's behalf, pursuant to 42 U.S.C. § 3612(o)(1).

FACTS

32. East River has no written or established policy or procedures for making reasonable accommodations for individuals who require service or emotional support animals because of a

disability. Neither the Proprietary Lease nor the House Rules contain a reasonable accommodation policy.

Complainant Stephanie Aaron

33. Complainant Stephanie Aaron has chronic major depression, anxiety, and post-traumatic stress disorder. Historically, Aaron's mental illness has impacted her ability to socialize, maintain relationships, sleep, and concentrate. It also exacerbates her asthma. Aaron is a person with a disability as defined by the Act, 42 U.S.C. § 3602(h).

34. Article 3, paragraph 5(f) of the Proprietary Lease entered into by and between East River and Aaron states that all House Rules are to be considered "substantial obligations" of tenancy. Article 14 of the Proprietary Lease and House Rule 27 specifically prohibit dogs and other animals in East River's buildings without East River's "prior written consent."

35. In August 2012, Aaron was experiencing a resurgence of her depression and anxiety symptoms. She was often physically ill, unable to socialize, and overwhelmed by her circumstances, which included working in a stressful work environment with an uncertain future with her employer.

36. On or about August 22, 2012, Aaron took in a stray dog and named her "Rosie." Within a few days, Aaron began to notice an improvement in the symptoms of her mental illness, and she decided to keep Rosie.

37. On September 14, 2012, East River sent Aaron a "10 Day Notice to Cure," which alleged that Aaron had violated a "substantial obligation of [her] tenancy" by keeping Rosie and demanded that Aaron remove Rosie by October 2, 2012.

38. Shortly after Aaron received the Notice to Cure, the symptoms of Aaron's mental illness worsened, and she returned to Dr. Lori Plutchik, a psychiatrist whom she had previously seen for treatment in 2008-2011.

39. On September 20, 2012, Aaron responded to the Notice to Cure by submitting a request for reasonable accommodation ("Aaron's First Reasonable Accommodation Request"), explaining her psychiatric disability. The request was accompanied by a handwritten letter from Dr. Plutchik, dated September 19, 2012, that stated that Rosie was a "primary source of healing and emotional support" for Aaron and requested that East River allow Rosie to remain with Aaron as a "service dog and emotional support animal." The letter included Dr. Plutchik's address and telephone number and invited East River to contact Dr. Plutchik to discuss the situation further, if necessary.

40. East River did not respond to Aaron's First Reasonable Accommodation Request and did not contact Dr. Plutchik for any information.

41. On October 18, 2012, East River sent Aaron a "10 Day Notice of Termination." The Notice of Termination indicated that Aaron would have to vacate her apartment by November 6, 2012.

42. On October 24, 2012, Aaron submitted another request for reasonable accommodation ("Aaron's Second Reasonable Accommodation Request"). Aaron's Second Reasonable Accommodation Request again attached Dr. Plutchik's September 19, 2012, letter.

43. By letter dated November 5, 2012, East River denied the Second Reasonable Accommodation Request on the ground that Dr. Plutchik's letter did not use the word "disabled."

44. On November 11, 2012, Aaron received a "Notice of Petition Holdover" notifying her that a Summary Holdover Proceeding regarding her eviction would be held in Manhattan Housing Court with a return date of November 29, 2012.

45. On November 15, 2012, Aaron's attorney, Karen Copeland, sent another reasonable accommodation request on Aaron's behalf ("Aaron's Third Reasonable Accommodation Request"), attaching Dr. Plutchik's September 19, 2012, letter for a third time. Aaron's Third Reasonable Accommodation Request stated that Aaron is disabled and "is entitled to a reasonable accommodation to facilitate her dealing with the limitations of her disabling conditions." The request sought non-enforcement of East River's "no pet" clause as a reasonable accommodation.

46. In December 2012, Aaron began treatment with Miriam Benhaim, Ph.D., a clinical psychologist.

47. On December 11, 2012, Aaron filed a verified complaint with HUD.

48. In January 2013, Dr. Benhaim and Dr. Plutchik noted in separate letters that the prospect of losing Rosie had worsened Aaron's depression. Dr. Plutchik explained that, if Aaron were allowed to keep her dog, "it would be a tremendous support for her and help her to recover from this depression." Dr. Benhaim stated that it would be in Aaron's "best psychological interest" for East River to allow Aaron to keep Rosie.

49. In March 2013, East River moved for summary judgment against Aaron in Housing Court and for entry of a judgment of possession and issuance of a warrant of eviction.

50. By letter dated April 29, 2013, Dr. Plutchik noted Aaron's "precipitous emotional decline" due to the continued prospect of losing Rosie.

51. On April 30, 2013, the Housing Court judge granted summary judgment in favor of East River and awarded East River a final judgment of possession. The Housing Court judge initially stayed the warrant of eviction through May 31, 2013, to afford Aaron an opportunity to cure by removing Rosie from her apartment. The stay was later extended to September 30, 2013. On October 17, 2013, the Housing Court issued a Decision and Order that lifted the stay and gave Aaron ten days to cure the breach by permanently removing Rosie from her apartment.

52. On October 24, 2013, the day after the Secretary issued its Charge of Discrimination, the Housing Court, upon Aaron's motion, issued an order to show cause why "an Order of this Court should not be made . . . to reargue and renew the Order of October 17, 2013 and to stay the Order of Eviction dated April 30, 2013 and any efforts to execute the provisions of that Order."

53. On November 25, 2013, East River cross-moved in the Housing Court for attorney's fees and denial of Aaron's motion "in its entirety." A hearing with respect to the Housing Court's order to show cause and East River's cross-motion was held on December 5, 2013. On December 6, 2013, the Housing Court stayed the eviction proceeding against Aaron pending resolution of the instant litigation.

Complainant Amy Eisenberg

54. Complainant Amy Eisenberg has post-traumatic stress disorder ("PTSD"). The symptoms of Eisenberg's PTSD include depression, anxiety, panic attacks, and insomnia.

55. Article 3, paragraph 5(f) of the Proprietary Lease entered into by and between East River and Eisenberg states that all House Rules are to be considered "substantial obligations" of tenancy. Article 14 of the Proprietary Lease and House Rule 27 specifically prohibit dogs and other animals in East River's buildings without East River's "prior written consent."

56. On February 15, 2012, Eisenberg brought her dog, Ruby, home to her apartment.

57. Ruby has helped to alleviate the symptoms of Eisenberg's PTSD.

58. Ruby has been trained, and is registered, as a service dog. In addition to providing emotional support to Eisenberg, Ruby has been taught to complete tasks such as retrieving Eisenberg's medication when Eisenberg is incapacitated.

59. On April 25, 2012, East River issued a "10 Day Notice to Cure" alleging that Eisenberg had violated a "substantial obligation of [her] tenancy" by keeping Ruby in her apartment. The Notice to Cure required that Eisenberg remove Ruby from her apartment by May 11, 2012.

60. On May 17, 2012, East River sent Eisenberg a "10 Day Notice of Termination." The Notice of Termination demanded that Eisenberg vacate her apartment by June 1, 2012.

61. On June 4, 2012, Eisenberg received a "Notice of Petition Holdover" notifying her that a Summary Holdover Proceeding regarding her eviction would be held in Manhattan Housing Court with a return date of June 18, 2012. The case was later adjourned, and the Housing Court set a trial date of February 19, 2013.

62. By letter dated November 6, 2012, to East River, Eisenberg's internist, Dr. Raymond Keller, informed East River that Eisenberg has a disability. Dr. Keller explained that Eisenberg had limitations in dealing with stress and anxiety and that "to help alleviate those difficulties, and to enhance [Eisenberg's] ability to live independently and to fully use and enjoy" her apartment, he had prescribed that she "obtain a dog as an emotional support animal." Dr. Keller stated that "[t]he presence of the dog is necessary for [Eisenberg's] emotional health."

63. Despite Dr. Keller's letter, East River did not agree that Eisenberg could keep Ruby as a reasonable accommodation of her disability and did not contact Dr. Keller or Eisenberg to discuss Dr. Keller's letter. Instead, East River continued the eviction proceeding.

64. During the parties' appearance in Housing Court on February 19, 2013, Eisenberg, appearing *pro se*, stated that Ruby is a service animal that she is entitled to keep in her apartment based on a documented medical need. The case was adjourned in order for East River to evaluate this claim and to either settle or proceed with a trial. Following the adjournment, East River did not grant Eisenberg's request for an accommodation of her disability and did not contact Eisenberg to discuss her disability-related need for a dog.

65. On or about March 22, 2013, Eisenberg retained counsel to appear in the Housing Court proceeding. On April 3, 2013, Eisenberg, through counsel, filed an amended answer that asserted additional defenses, including an affirmative defense under the Fair Housing Act.

66. On April 9, 2013, Eisenberg moved for various forms of relief in the Housing Court and attached to her motion, among other documents, a copy of Dr. Keller's letter of November 6, 2012; a copy of a letter dated December 20, 2012 from Kimberly M. Freeman of Professional Dog Behaviorism and Training addressed to the New York City Department of Health and Mental Hygiene in support of Eisenberg's application to have Ruby registered as a service dog, and a copy of a letter dated January 14, 2013, from the New York City Department of Health and Mental Hygiene verifying that Ruby is registered as a service dog.

67. The case in the Housing Court was adjourned for trial to December 11, 2013; it was then further adjourned to January 30, 2014.

68. East River never responded to Dr. Keller's letter of November 6, 2012, and has not granted Eisenberg's request for a reasonable accommodation. Instead, East River has continued the eviction proceeding against Eisenberg.

Complainant Steven Gilbert

69. Complainant Steven Gilbert has chronic psychiatric conditions, which limit his ability to engage in social interactions and to cope with stress and anxiety.

70. Article 3, paragraph 5(f) of the Proprietary Lease entered into by and between East River and Gilbert states that all House Rules are to be considered "substantial obligations" of tenancy. Article 14 of the Proprietary Lease and House Rule 27 specifically prohibit dogs and other animals in East River's buildings without East River's "prior written consent."

71. In November 2011, Gilbert had a guest stay with him in his apartment with her dog, named Olive Oil. With the presence of Olive Oil in his home, Gilbert experienced an improvement in the symptoms of his psychiatric disability.

72. On or about November 23, 2011, East River sent Gilbert a "10 Day Notice to Cure," which required that Gilbert remove Olive Oil from his home by December 8, 2011.

73. On or about December 9, 2011, East River sent Gilbert a "10 Day Notice of Termination," which indicated that Gilbert would have to vacate his apartment by December 26, 2011.

74. On or about December 21, 2011, Gilbert submitted a reasonable accommodation request to East River in which he asked to be allowed to keep Olive Oil to ease the symptoms of his disability ("Gilbert's First Reasonable Accommodation Request"). Gilbert included with his First Reasonable Accommodation Request a letter from Dr. Laurie Gordon, his treating psychiatrist at the time, supporting Gilbert's request and stating that "[t]he presence of this animal is necessary for [Gilbert's] mental health."

75. East River did not respond to Gilbert's First Reasonable Accommodation Request. Instead, East River sent Gilbert a "Notice of Petition Holdover," which stated that a hearing

regarding Gilbert's eviction would be held in the Housing Court on February 7, 2012. Gilbert received the Notice of Petition Holdover on or about January 23, 2012.

76. One week after receiving the Notice of Petition Holdover, Gilbert sent a letter to East River in which he expressed surprise that East River did not find "a letter from a board-certified psychiatrist sufficient to terminate" the eviction action and reiterated that Gilbert is a disabled person under the Act. Nonetheless, Gilbert informed East River that "in order to satisfy [East River's] request to cure the situation" he was "planning to remove the dog" from his apartment. Gilbert requested that he be given until the end of February 2012 to remove the dog.

77. On February 16, 2012, Gilbert filed his first fair housing complaint with HUD, alleging that East River had refused to provide him with a reasonable accommodation. HUD referred the complaint to the New York State Division of Human Rights ("NYSDHR"), which began an investigation. Thereafter, Dr. Gordon submitted a letter to NYSDHR in which she stated that "[n]o drugs or medical procedures can adequately replace the psychological and health benefits provided by a dog" and that "[Gilbert's] dog would be an irreplaceable adjunct to medicinal and talk therapy."

78. By the end of February 2012, Gilbert no longer had Olive Oil in his home.

79. After Olive Oil left Gilbert's apartment, East River informed Gilbert that it was willing to discontinue the eviction proceeding but would nonetheless seek attorney's fees in the Housing Court case unless Gilbert withdrew his NYSDHR complaint. Therefore, on July 11, 2012, Gilbert moved the Housing Court for summary judgment dismissing the Holdover Petition, which was granted based on the fact that Olive Oil had been removed from Gilbert's apartment. However, the order of dismissal provided that the dismissal was "without prejudice to either side's claim for legal fees."

80. On July 26, 2012, the NYSDHR issued a determination finding probable cause to believe that East River had violated Gilbert's rights to a reasonable accommodation and referring the matter for a public hearing scheduled for November 26 and 27, 2012.

81. On or about November 13, 2012, East River subpoenaed Dr. Gordon to testify at the hearing on November 26, 2012, and to produce documents related to Gilbert and his need for an emotional support animal. Dr. Gordon then withdrew as Gilbert's treating psychiatrist and from any involvement with his complaint before the NYSDHR. Thereupon, Gilbert withdrew his NYSDHR complaint.

82. On or about January 23, 2013, Gilbert submitted a second reasonable accommodation request to East River, asking that East River allow him to obtain a dog as an emotional support animal based on his disability ("Gilbert's Second Reasonable Accommodation Request"). In support of Gilbert's Second Reasonable Accommodation Request, Gilbert provided East River with two reports, one from psychologists Lauren Barnett, Ph.D., and Frederick Wooverton, Ph.D., and one from psychotherapist Ruth Helfrich, L.C.S.W.

83. On January 25, 2013, East River moved to restore the eviction proceeding to the Housing Court's calendar for an award of attorney's fees. On or about February 14, 2013, East River moved for an order deeming it to be the prevailing party in the Housing Court proceeding and for an award of legal fees. On April 25, 2013, the Housing Court granted East River's motion for attorney's fees, finding that East River was the prevailing party. After a hearing, by order dated December 30, 2013, the Housing Court awarded East River \$30,087.29 in legal fees.

84. By letter dated February 12, 2013, East River acknowledged receipt of Gilbert's Second Reasonable Accommodation Request but stated that it could not make a determination as to the request unless Gilbert provided extensive additional information and documentation,

including, *inter alia*, information about the credentials of Gilbert's doctors, a list of Gilbert's disability-related medications, sworn affidavits from mental health professionals providing detailed information about their treatment of Gilbert; and HIPAA authorizations for the release of Gilbert's mental health records.

85. By letter dated May 22, 2013, East River denied Gilbert's Second Reasonable Accommodation Request and stated that the basis for rejecting the request was that a dog was not needed for Gilbert to "use and enjoy" his apartment. In its denial letter East River made specific reference to the fact that Gilbert had pursued a fair housing complaint before the NYSDHR. The denial letter also stated that "[b]etween the Housing Court Proceeding and the Division of Human Rights case, the coop has incurred approximately \$100,000 in legal fees" and warned Gilbert "that under the terms of the proprietary lease, all of the legal fees incurred by the coop in connection with his [fair housing] complaint are billable, and payable, as 'additional rent.'"

CLAIMS FOR RELIEF

FIRST CLAIM: 42 U.S.C. § 3604(f)(1)(A)

86. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 85 of this Complaint as if fully set forth in this paragraph.

87. East River violated the Fair Housing Act, 42 U.S.C. § 3604(f)(1)(A), by making unavailable or denying dwellings to Complainants because of Complainants' disabilities.

SECOND CLAIM: 42 U.S.C. § 3604(f)(2)

88. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 85 of this Complaint as if fully set forth in this paragraph.

89. East River violated the Fair Housing Act, 42 U.S.C. § 3604(f)(2), by discriminating against Complainants in the terms, conditions, and privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability

THIRD CLAIM: 42 U.S.C. § 3604(f)(3)(B)

90. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 85 of this Complaint as if fully set forth in this paragraph.

91. East River violated the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B), by refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.

FOURTH CLAIM: 42 U.S.C. § 3617

92. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 85 of this Complaint as if fully set forth in this paragraph.

93. With respect to Complainant Steven Gilbert, East River violated the Fair Housing Act, 42 U.S.C. § 3617, by coercing, intimidating, threatening, and interfering with Gilbert in the exercise or enjoyment of, and on account of his having exercised, his rights under the Act.

FIFTH CLAIM: PATTERN AND PRACTICE

94. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 93 of this Complaint as if fully set forth in this paragraph.

95. East River's conduct described above constitutes:

- a. A pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, and/or

- b. A denial to a group of persons of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, which denial raises an issue of general public importance.

96. Other persons may have been injured by East River's discriminatory actions and practices as described above, and such individuals are "aggrieved" persons under the Fair Housing Act, 42 U.S.C. §§ 3602(i) and 3614(d)(1)(B).

97. The discriminatory actions of East River were intentional and taken in disregard of Complainants' rights.

RELIEF REQUESTED

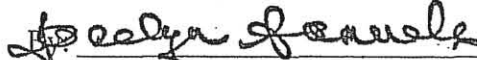
WHEREFORE, Plaintiff the United States of America requests that the Court enter judgment:

1. Declaring that East River's policies and practices as set forth above violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.*;
2. Enjoining East River, its officers, employees, agents, successors, and all other persons in active concert or participation with it, from:
 - a. discriminating in the sale or rental, or otherwise making unavailable or denying a dwelling to any buyer or renter because of a disability of the buyer or renter, in violation of 42 U.S.C. § 3604(f)(1)(A);
 - b. discriminating in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
 - c. failing or refusing to make reasonable accommodations as required by 42 U.S.C. §§ 3604(f)(3)(B);

- d. coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act, in violation of 42 U.S.C. § 3617;
 - e. failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, Complainants, and any other individuals injured by East River's discriminatory conduct, to the position they would have been in but for the discriminatory conduct;
 - f. failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future and to eliminate, to the extent practicable, the effects of East River's discriminatory conduct.
3. Awarding monetary damages to Complainants for injuries caused by East River's discriminatory conduct, pursuant to 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1);
 4. Awarding monetary damages to other individuals injured by East River's discriminatory conduct, pursuant to 42 U.S.C. § 3614(d)(1)(B);
 5. Assessing a civil penalty against East River in the maximum amount authorized by 42 U.S.C. § 3614(d)(1)(C) and 28 C.F.R. § 85.3(b)(3) to vindicate the public interest; and
 6. Granting such further relief as this Court may deem just and proper.

The United States requests trial by jury.

ERIC H. HOLDER, JR.
Attorney General of the United States



JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division

Dated: New York, New York
January 17, 2014

PREET BHARARA
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By: 

ELIZABETH TULIS
Assistant United States Attorney
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