

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUDGE STEIN

ADELE FRIEDMAN,

Plaintiff,

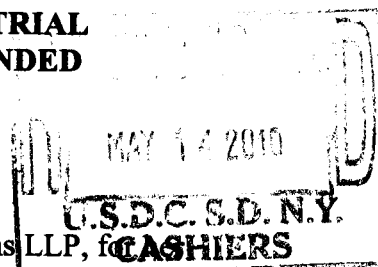
v.

GOODMAN MANAGEMENT CO., INC. and  
HIGHPOINT-ON-THE-HUDSON OWNERS, INC.,  
Defendants.

10 Civ. 4024 (SHS)  
ECF CASE

COMPLAINT

JURY TRIAL  
DEMANDED



Plaintiff Adele Friedman, by her attorneys, Latham & Watkins LLP,

Complaint against Defendants Goodman Management Co., Inc. ("Goodman") and Highpoint-on-the-Hudson Owners, Inc. ("Highpoint") alleges as follows:

**NATURE OF THE ACTION AND PRELIMINARY STATEMENT**

1. This is a civil action by Adele Friedman to enforce the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.* (the "FHA"), the New York State Human Rights Law, Executive Law § 290 *et seq.*, and the New York City Human Rights Law, Title 8 of the New York City Administrative Code § 8-101 *et seq.*, and redress discrimination on the basis of disability.

2. In 2007, Ms. Friedman, who has Multiple Sclerosis ("MS") and relies on the use of a motorized wheelchair, began looking to purchase an apartment in the Riverdale section of Bronx, New York. On several occasions during 2007 and 2008, Ms. Friedman became interested in purchasing apartments managed by Goodman and made it known that she

would need to make physical modifications to each apartment in order to have access and full use and enjoyment of the apartments. In each instance, she was denied the opportunity to purchase the apartment.

3. Upon information and belief, Goodman provides management services to co-ops, condominiums, and rental properties throughout New York City, including properties in or around Riverdale.

4. In the summer of 2008, Ms. Friedman entered into a contract to purchase, for cash, apartment 10F in a building called Highpoint-on-the-Hudson, a property managed by Goodman and overseen by Defendant Highpoint, the building's board of directors. She contacted Goodman regarding necessary modifications to the apartment and, at Goodman's request, submitted sketches and a full set of architectural plans for the modifications along with her application to purchase the apartment. On August 14, 2008, without ever having been interviewed, Ms. Friedman was told that her application had been denied by Highpoint's board. A written rejection followed on August 19, 2008. No reason has ever been given for this rejection.

5. Highpoint and Goodman intentionally discriminated against Ms. Friedman on account of her disability by denying her the opportunity to purchase apartment 10F at Highpoint-on-the-Hudson. By refusing to allow Ms. Friedman to make reasonable modifications to apartment 10F, which would have allowed her full use and enjoyment of the premises, Highpoint and Goodman violated the FHA, the New York State Human Rights Law, and the New York City Human Rights Law.

#### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331,

28 U.S.C. § 1343, 28 U.S.C. § 2201 and 42 U.S.C. § 3613. This Court has supplemental jurisdiction over the New York state law and New York City law claims pursuant to 28 U.S.C. § 1367.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendants Highpoint and Goodman reside in this District, the property that is the subject of the action is situated in this District, and the events giving rise to this complaint occurred in this District.

8. Apartment 10F at Highpoint-on-the-Hudson is a dwelling as defined by 42 U.S.C. § 3602(b) because the building was designed and intended for occupancy, as a residence by one or more families, and apartment 10F is a portion thereof. Built in 1954, Highpoint-on-the-Hudson is located at 2727 Palisade Avenue, Bronx, New York 10463. Upon information and belief, Highpoint contains 125 single-family apartments, provides residents with the service of a 24-hour doorman, and has a wheelchair-accessible underground parking garage, laundry room, and swimming pool and garden area for use by the residents.

### **THE PARTIES**

9. Ms. Friedman is a physically disabled<sup>1</sup> individual who currently resides in Bronx, New York. In 2008, Ms. Friedman attempted to purchase apartment 10F at Highpoint-on-the-Hudson, which was managed by Goodman for Highpoint.

10. Defendant Goodman is a business corporation registered with the New York State Department of State. Upon information and belief, Goodman maintains offices at 2736 Independence Avenue, Suite A, Bronx, New York 10463. In 2008, Goodman provided

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<sup>1</sup> The Fair Housing Act, in 42 U.S.C. § 3602(h), defines the term “handicap.” Use of the terms “disabled” and “disability” throughout this Complaint are intended to mean the same as “handicap,” as set out in 42 U.S.C. §3601 *et seq.* of the Fair Housing Act.

management services to Highpoint, which included but were not limited to evaluating applications to purchase apartments, processing requests for physical modifications to apartments, managing renovations and physical modifications made to the apartments and common areas, and coordinating shareholder meetings for owners at Highpoint-on-the-Hudson.

11. Defendant Highpoint is a business corporation registered with the New York State Department of State. Upon information and belief, Highpoint receives correspondence care of Goodman Management, 2736 Independence Avenue, Suite A, Bronx, New York 10463. In 2008, Highpoint was responsible for the overall operation of the apartments and common areas at the Highpoint-on-the-Hudson building, which included but was not limited to establishing rules and procedures for the purchase of apartments, setting occupancy standards, and determining whether to accept or reject applications from prospective purchasers at Highpoint-on-the-Hudson.

### **FACTS**

#### **Ms. Friedman's Disability and Her Search for Housing**

12. Ms. Friedman was diagnosed with MS in 1990, and since 1994 has relied on the use of a motorized wheelchair because of her disabilities.

13. Ms. Friedman works full-time at Selfhelp Community Services, Inc. ("Selfhelp"), a non-profit, 501(c)(3) organization, where she has worked for 33 years. Ms. Friedman is the Director of the Queens and Nassau County offices of Selfhelp's Nazi Victim Programs. These programs provide services to Holocaust survivors so they may live independently in their own homes. In her role as Director, Ms. Friedman supervises a team of social workers, assists clients with financial aid and counseling, coordinates home care, and advocates for clients with respect to their public benefits.

14. In early 2007, in anticipation of selling the house she owned and shared with a roommate in Queens, New York, Ms. Friedman began looking to purchase an apartment in which she could live independently. She needed an apartment that would provide on-site parking, an accessible entrance staffed by a doorman, suitable elevators, and accessible grounds, and chose to look in the Riverdale section of the Bronx where she had family and friends who could serve as a support system for her.

15. In the spring of 2007, Ms. Friedman found an apartment that suited her needs in a Goodman-managed building called The Georgian. After agreeing on a purchase price with the apartment's owner, Ms. Friedman contacted Goodman to discuss physical modifications that were necessary to make the apartment wheelchair-accessible. Goodman representatives told Ms. Friedman that her proposed modifications would not be accepted. After repeated unsuccessful attempts to reach an agreement with Goodman regarding these modifications, Ms. Friedman recognized that submitting a formal application to purchase the apartment would be fruitless.

16. Despite her unsuccessful attempt to purchase an apartment at The Georgian, Ms. Friedman continued to look for an apartment through late 2007 and into 2008. In June 2008, during her negotiation to purchase apartment 10F at the Highpoint-on-the-Hudson building, Ms. Friedman sold the house she owned in Queens.

In the Spring of 2008, Ms. Friedman Pursued an Apartment at Highpoint-on-the-Hudson

17. In the spring of 2008, Ms. Friedman saw an ad in the Riverdale Press for apartment 4F in Highpoint-on-the-Hudson, a Goodman-managed property. She contacted the owner's broker, Vivian Oleen of Sopher Realty, and made an appointment to see the apartment.

After visiting apartment 4F, Ms. Friedman decided she was interested in purchasing the apartment. She retained Susan Dunn, a real estate attorney, who prepared a contract. Ms. Friedman also retained Gil Rosa, an architect, who surveyed the apartment and prepared plans for physical modifications that would make apartment 4F fully accessible to Ms. Friedman. Ms. Oleen suggested that the sale should be contingent on the board's approval of those modification plans, so that was included in the contract.

18. After Ms. Friedman contacted Ms. Oleen to discuss her proposed modifications for apartment 4F, but before Mr. Rosa's plans had been submitted, Arthur Meltzer, vice-president of Goodman, told Ms. Oleen that the heat riser in the apartment could not be moved. That message was passed by Ms. Oleen along to Ms. Friedman. However, neither Ms. Friedman nor Mr. Rosa had proposed moving the heat riser in apartment 4F; rather, the moving of the heat riser was proposed when Ms. Friedman made her unsuccessful attempt to purchase the apartment at The Georgian in 2007.

19. The night before Ms. Friedman was to sign the contract for apartment 4F at Highpoint-on-the-Hudson, she heard that apartment 10F in the same building was available, an apartment with a similar layout but also a large terrace. She contacted the broker for apartment 10F, Daniel Wright of Halstead Realty, who also lived in Highpoint-on-the-Hudson. Ms. Friedman viewed apartment 10F with Mr. Wright, decided she preferred it, and thus chose not to enter into the as-yet-unsigned contract for apartment 4F.

20. Ms. Friedman then arranged for Mr. Rosa to survey apartment 10F to suggest any necessary physical modifications. He identified an issue with the terrace step, which was not wheelchair-accessible. Mr. Rosa proposed several viable alterations, such as removing the step entirely or installing a roll-out ramp. Mr. Rosa also proposed several necessary

modifications to the kitchen and bathroom. At one point, Mr. Wright suggested that the board of the building, Defendant Highpoint, would not approve changes to the terrace step, but Mr. Rosa indicated that he could develop a mutually-acceptable alteration.

21. Ms. Friedman then spoke to Angie Chin, a representative of Goodman, about the proposed modifications to apartment 10F. At Ms. Chin's instruction, Ms. Friedman submitted a preliminary sketch and a \$230.00 fee to Goodman in May 2008. On June 30, 2008, the contract for sale between Ms Friedman and the owner of apartment 10F was executed.

22. On July 22, 2008, Ms. Friedman submitted her completed application to purchase apartment 10F, for cash, and full plans for the physical modifications to Goodman along with a required \$400.00 application fee. The contract was contingent upon approval of the plans.

23. On August 14, 2008, without having been interviewed, Ms. Chin informed Ms. Friedman that Highpoint's board of directors had rejected her application. Later that same day, Ms. Dunn called Mr. Meltser to ask why Ms. Friedman's application had been rejected; Mr. Meltser claimed that he did not know the reason for the rejection. Ms. Friedman also called Mr. Wright that day to ask why her application to purchase apartment 10F had been rejected. He said that it was up to the board of directors (*i.e.*, Defendant Highpoint) and they were not required to give her a reason, but he also suggested that it might be easier for Ms. Friedman to purchase an apartment in another building. Ms. Friedman received a formal rejection letter in the mail from Goodman on August 19, 2008. No reason for her rejection has ever been provided.

**As a Result of Defendants' Unlawful Discrimination, Ms. Friedman Was Displaced for Fourteen Months**

24. As a result of the Defendants' unlawful discrimination in 2008, Ms. Friedman was forced to live for approximately fourteen (14) months in a one-bedroom apartment leased by her father in Bronx, New York. During that time, the toilet, sink and doorway in her father's bathroom had to be modified in order to provide Ms. Friedman access from her wheelchair. Ms. Friedman undertook the additional monthly expenses associated with maintaining her father's apartment, the cost of which increased as a result of her moving in.

25. Her father's apartment was small and located in a neighborhood where Ms. Friedman felt unsafe. For example, the front door to the building could only be accessed by climbing numerous steps and, as a result, she had to enter and exit the building from the basement entrance. That basement entrance, in turn, could only be accessed by opening a separate door and gate, neither of which was equipped to open automatically for the disabled. The building had no doorman, so Ms. Friedman had to wait outside the basement door, at the back of the building for assistance, no matter what time of day.

26. Furthermore, it was very difficult for Ms. Friedman to maneuver inside the apartment using her wheelchair. Ms. Friedman suffered from an exacerbation of her MS beginning in July 2008 and, following Goodman's and Highpoint's rejection of her application to purchase apartment 10F at Highpoint-on-the-Hudson, Ms. Friedman lost control and fell while attempting to take a shower at her father's apartment (which was not fully accessible and lacked adequate grab bars) and injured her knee. The injury took nearly eight weeks to heal. From that point forward, she could not use the shower or sink in the bathroom at her father's apartment and had to wash her hair and her body in the kitchen sink.

27. During the fourteen (14) months she lived in her father's one-bedroom

apartment, Ms. Friedman required a home healthcare worker to assist her overnight. Her father was displaced and Ms. Friedman's home health aide was forced to sleep on a couch in the living room. Ms. Friedman's housing situation, itself a consequence of the Defendants' unlawful discrimination, significantly raised Ms. Friedman's stress levels and impaired her health.

In 2009, Ms. Friedman Purchased an Apartment in Manor Towers

28. Upon information and belief, after Ms. Friedman's qualified application was rejected, apartment 10F remained available.

29. In January 2009, Ms. Friedman purchased an apartment at the Manor Towers building in Riverdale. After making necessary modifications to that apartment, she has been residing there since October 2009.

COUNT I

Violation of Federal Fair Housing Act, 42 U.S.C. § 3601(f)(1): Refusal to Sell

30. Ms. Friedman repeats and realleges paragraphs 1 through 29 of this complaint as though fully set forth herein.

31. Ms. Friedman is person with a handicap as that term is defined in the Fair Housing Act, 42 U.S.C. § 3602(h).

32. The Defendants' conduct constitutes discrimination in the sale of a dwelling, or a denial of a dwelling to a buyer because of a handicap of that buyer or renter, in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(1)(A).

33. The Defendants' conduct was intentional, willful, and made in disregard for the rights of others.

34. Ms. Friedman is an aggrieved person as defined in 42 U.S.C. § 3602(i),

has been injured by the Defendants' discriminatory conduct, and has suffered damages as a result.

35. Accordingly, under 42 U.S.C. § 3613(c), Ms. Friedman is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

## **COUNT II**

### **Violation of Federal Fair Housing Act, 42 U.S.C. § 3604(f)(3): Failure to Allow for Reasonable Modification**

36. Ms. Friedman repeats and realleges paragraphs 1 through 35 of this complaint as though fully set forth herein.

37. Ms. Friedman is person with a handicap as that term is defined in the Fair Housing Act, 42 U.S.C. § 3602(h).

38. Ms. Friedman made clear to Defendants that she was seeking to make modifications to apartment 10F at Highpoint-on-the-Hudson in order to make it accessible to her given her disability. The Defendants refused to permit her to make those reasonable modifications.

39. The modifications requested were reasonable and necessary to afford Ms. Friedman full enjoyment of the premises.

40. The proposed modifications would not have imposed an undue financial or administrative burden on the Defendants and did not require a fundamental alteration in the nature of the Defendants' operations.

41. The Defendants' conduct constituted refusals to permit, at the expense of a person with a handicap, reasonable modifications of existing premises occupied or to be occupied by such person when such modifications were necessary to afford such person full enjoyment of the premises, in violation of 42 U.S.C. § 3604(f)(3)(A).

42. Ms. Friedman is an aggrieved person as defined in 42 U.S.C. § 3602(i), has been injured by the Defendants' discriminatory conduct, and has suffered damages as a result.

43. Accordingly, under 42 U.S.C. § 3613(c), Ms. Friedman is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

### **COUNT III**

#### **New York State Human Rights Law** **(N.Y. Executive Law § 290 et seq.)**

44. Ms. Friedman repeats and realleges paragraphs 1 through 43 of this complaint as though fully set forth herein.

45. Ms. Friedman is a person with a disability as that term is defined in Article 15 of the New York Executive Law § 292(21).

46. The Defendants' conduct constitutes a refusal to sell, a denial of a housing accommodation, or the withholding of a housing accommodation, because of disability in violation of Article 15 of the New York Executive Law § 296(5)(a)(1).

47. The Defendants' conduct constitutes a refusal to permit, at the expense of a person with a disability, reasonable modifications of existing premises occupied or to be occupied by the said person, if the modifications may be necessary to afford the said person full enjoyment of the premises, in conformity with the provisions of the New York State uniform fire prevention and building code, in violation of Article 15 of the New York Executive Law § 296(18)(1).

48. Ms. Friedman has been injured by the Defendants' discriminatory conduct and has suffered damages as a result.

49. The Defendants' conduct was intentional, willful, and made in disregard for the rights of others.

50. Accordingly, Ms. Friedman is entitled to actual damages, punitive damages, and injunctive relief pursuant to Article 15 of the New York Executive Law § 297(9).

#### **COUNT IV**

##### **New York City Human Rights Law** **(New York City Administrative Code § 8-101 et seq.)**

51. Ms. Friedman repeats and realleges paragraphs 1 through 50 of this complaint as though fully set forth herein.

52. Ms. Friedman is a person with a disability as that term is defined in the New York City Administrative Code §8-102(16).

53. The Defendants' conduct constitutes a refusal to sell or otherwise deny to or withhold from Ms. Friedman a housing accommodation or an interest therein because of disability, in violation of the New York City Administrative Code §8-107(5)(a)(1).

54. The Defendants' conduct constitutes a refusal to make a reasonable accommodation to enable a person with a disability to enjoy the equal right to a housing accommodation, in violation of the New York City Administrative Code § 8-107(15)(a).

55. Ms. Friedman is an aggrieved person, as defined in the New York City Administrative Code §8-502(a), and has suffered damages as a result of the Defendants' discriminatory conduct.

56. The Defendants' conduct was intentional, willful, and made in disregard for the rights of others.

57. Accordingly, pursuant to the New York City Administrative Code §8-

502, Ms. Friedman is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

**PRAYER FOR RELIEF**

WHEREFORE, Ms. Friedman respectfully requests judgment against the Defendants as follows:

- (a) Declaring that the Defendants' discriminatory practices violate the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.*; the New York State Human Rights Law, New York Executive Law § 290 *et seq.*; and the New York City Human Rights Law, Title 8 of the New York City Administrative Code;
- (b) Enjoining the Defendants, their agents, employees, and successors, and all other persons in active concert or participation with the Defendants from:
  - (i) refusing to sell after the making of a bona fide offer or otherwise making unavailable or denying housing to any person based on disability;
  - (ii) refusing to permit, at the expense of persons with disabilities, reasonable modifications of existing premises occupied or to be occupied by such persons when such modifications are necessary to afford such person full enjoyment of the premises.
- (c) Awarding such damages as will compensate Ms. Friedman fully for her loss of a housing opportunity and economic losses, as well the humiliation, embarrassment, emotional distress, inconvenience, and medical damages she has suffered due to the Defendants' discriminatory conduct, pursuant to 42 U.S.C. § 3613(c), Article 15 of the New York Executive Law § 297(9), and the New York City Administrative Code §8-502;

- (f) Awarding punitive damages to Ms. Friedman pursuant to 42 U.S.C. § 3613(c), Article 15 of the New York Executive Law § 297(9), and the New York City Administrative Code §8-502;
- (e) Awarding Ms. Friedman reasonable attorneys' fees, costs and expenses incurred in prosecuting this action pursuant to 42 U.S.C. § 3613(c), Article 15 of the New York Executive Law § 297(10) and the New York City Administrative Code §8-502; and
- (f) Granting Ms. Friedman such other further relief as may be just and proper.

**JURY DEMAND**

Ms. Friedman hereby demands a trial on the merits by jury pursuant to Fed. R. Civ. P. 38.

Dated: May 14, 2010  
New York, New York

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