

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
TARA SALGADO,

Plaintiff,

v.

TOP HILL REALTY, EZEKIEL KING,
JS REAL ESTATE SERVICES LLC, THE SMP
REALTY GROUP CORP., TRYAX REALTY
MANAGEMENT INC., and WAP REALTY
GROUP INC.,

Defendants.
-----X

Case No. 306789/2011

VERIFIED
COMPLAINT

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BRONX COUNTY

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Plaintiff Tara Salgado, by her attorneys, Giskan Solotaroff Anderson & Stewart LLP, for her Complaint against the Defendants Top Hill Realty, Ezekiel King, JS Real Estate Services LLC, The SMP Realty Group Corp., TRYAX Realty Management, Inc., and WAP Realty Group Inc. alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff Tara Salgado is a 28 year old mother of a child with disabilities, and is the recipient of a Section 8 voucher administered by the New York City Housing Authority ("NYCHA"). She has been searching for an apartment by contacting real estate professionals who have placed advertisements online via Craigslist.org. She has pursued apartments which are priced within the range allowed by her Section 8 voucher. Defendants are brokers, managers, and owners who have refused to rent or lease, refused to negotiate for the renting or leasing, or otherwise denied housing accommodations to Plaintiff because she is a recipient of a Section 8 voucher. These refusals constitute discrimination in violation of New York City Human Rights

Law, Section 8-107(5) of the Administrative Code of the City of New York, which prohibits discrimination based on lawful source of income.

2. Plaintiff seeks compensatory damages for each civil rights violation and injunctive relief: (1) Ordering Defendants to cease discriminating against Plaintiff – and others similarly situated – based on their lawful source of income, (2) Ordering each of the Defendants to develop and implement policies of non-discrimination in accordance with the New York City Human Rights Law (NYCHRL), and to instruct and train all employees and agents on the NYCHRL anti-discrimination laws. Because Defendants' conduct was willful, intentional, and in reckless disregard of her civil rights, Plaintiff seeks punitive damages. Plaintiff also seeks attorneys' fees and costs, pre-judgment interest, and such other and further relief as this court deems just and proper.

JURISDICTION

3. This Court has jurisdiction pursuant to New York C.P.L.R. §§ 301 & 3001.

VENUE

4. Venue is proper pursuant to New York C.P.L.R. § 503(a) because Plaintiff resides in Bronx County.

PARTIES

5. Plaintiff resides at 2137 Vyse Avenue, apartment 2C, Bronx, New York 10460.

6. Plaintiff is the recipient of a Section 8 voucher administered by the New York City Housing Authority ("NYCHA").

7. Plaintiff receives unemployment insurance benefits and her son, a person with disabilities, receives Social Security benefits (SSI).

8. Defendant Top Hill Realty is a real estate agency with a principal place of business at 231 East Gun Hill Road, Bronx, New York 10467. Upon information and belief, the business previously operated as a corporation organized under the laws of New York; however, the corporation was dissolved in or about 2001. Upon information and belief, Defendant Hill Top Realty is, and was at all times relevant to the complaint, a sole proprietorship.

9. At all relevant times, Defendant Top Hill Realty was in the real estate business, and, among other things, was brokering the rental of apartments in New York City.

10. Defendant Ezekiel King is a licensed real estate salesperson, with New York Department of State license number 40KI0813428. His principal place of business is 386 Fort Washington Avenue, #5B, New York, New York 10033.

11. At all relevant times, Defendant Ezekiel King was in the real estate business, and, among other things, was brokering the rental of apartments in New York City.

12. Defendant JS Real Estate Services LLC is a real estate agency with a principal place of business at 57 East 181st Street, Bronx, New York 10453. Defendant JS Real Estate Services LLC is a Limited Liability Company.

13. At all relevant times, Defendant JS Real Estate Services LLC was in the real estate business, and, among other things, was brokering the rental of apartments in New York City.

14. Defendant The SMP Realty Group Corp. is a real estate agency with a principal place of business at 3605 Sedgwick Avenue Bronx, New York, 10463. Defendant The SMP Realty Group Corp. is a corporation organized under the laws of New York.

15. At all relevant times, Defendant The SMP Realty Group Corp. was in the real estate business, and, among other things, was brokering the rental of apartments in New York.

16. Defendant TRYAX Realty Management, Inc. is a licensed real estate company with a principal place of business at 60 Cutter Mill Road Suite #208 Great Neck, New York 11021. Defendant TRYAX Realty Management, Inc. is a corporation organized under the laws of New York. Defendant TRYAX Realty Management, Inc. operates under New York Department of State license number 109909299.

17. At all relevant times, Defendant TRYAX Realty Management, Inc. was in the real estate business, and, among other things, was brokering the rental of apartments in New York.

18. At all relevant times, Defendant TRYAX Realty Management Inc. owned, operated, and managed a number of apartment buildings in New York City, including the apartment building in which Plaintiff sought an apartment for rent.

19. Defendant WAP Realty Group Inc. is a real estate agency with a principal place of business at 5643 Moshulu Avenue, Bronx, New York 10471. Defendant WAP Realty Group Inc. is a corporation organized under the laws of New York.

20. At all relevant times, Defendant WAP Realty Group Inc. was in the real estate business, and, among other things, was brokering the rental of apartments in New York

FACTS COMMON TO ALL DEFENDANTS

STATUTORY AND REGULATORY FRAMEWORK SECTION 8 VOUCHER PROGRAM

21. The Housing Act of 1937, 42 U.S.C. § 1437 *et seq.*, authorized a nationwide program commonly known as the Section 8 Voucher Program (“Section 8”), “[f]or the purpose of aiding low-income families in obtaining a decent place to live.” 42 U.S.C. § 1437f(a). Participation is restricted to individuals and families that are determined to be of lower income. *Id.* § 1437f(o)(4). The program provides rent subsidies to such lower-income individuals and families to enable them to obtain safe and decent housing.

22. The Department of Housing and Urban Development (“HUD”) contracts with local housing authorities to operate the program. *Id.* § 1437f(b)(1). In New York City, the New York City Housing Authority (“NYCHA”) is one of the two local authorities that operate a Section 8 voucher program. NYCHA was created pursuant to Public Housing Law § 401 of the State of New York.

23. Once a tenant identifies an apartment whose rent is within the fair market rent level established by HUD, the owner of that apartment enters into a Housing Assistance Payment (“HAP”) contract with NYCHA. *See generally*, 24 C.F.R. §§ 982.1(a)(2), 982.515. NYCHA then pays the landlord a portion of the monthly rent directly.

PROHIBITION OF DISCRIMINATION AGAINST LAWFUL SOURCES OF INCOME

24. New York City Local Law 10, which amended the New York City Human Rights Law, Section 8-101 *et seq.*, of the Administrative Code of the City of New York on March 26, 2008, prohibits discrimination against any person based on their lawful source of income, which includes income derived from housing assistance vouchers.

25. Under Local Law 10, it is an unlawful discriminatory practice “[t]o refuse to . . . rent, lease, approve the . . . rental or lease or otherwise deny to or withhold from any person or group of persons such a housing accommodation or an interest therein *because of the actual or perceived . . . lawful source of income of such person or persons.*” N.Y.C. Admin Code § 8-107(5)(a)(1)(emphasis added).

26. Under Local Law 10, it is unlawful to discriminate “against any person . . . because of any lawful source of income of such person . . . in the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation or an interest therein or in the furnishing of facilities or services in connection therewith.” *Id.* § 8-107(5)(a)(2).

27. Section 8-102(25) of Local Law 10 unambiguously defines “lawful source of income” as “income derived from ... any form of federal, state or local public assistance or housing assistance including section 8 vouchers.” *Id.* § 8-1 02(25).

28. Section 8 vouchers are a form of federal housing assistance constituting a “lawful source of income” under the Administrative Code.

29. Plaintiff sought apartments advertised for rent by the Defendants that were within the price range that her Section 8 voucher allows, yet when Plaintiff informed Defendants that she was the recipient of a Section 8 voucher, Defendants refused to work with her, provide services to her, or accept her voucher.

30. During the relevant time period, each of the apartments Plaintiff applied for were within the price parameters allowed by her Section 8 voucher, and covered by NYCHRL Section 8- 107.

FAIR HOUSING JUSTICE CENTER (“FHJC”) INVESTIGATIONS

31. After experiencing discrimination, Plaintiff contacted the Fair Housing Justice Center (“FHJC”).

32. FHJC is a non-profit which conducts testing investigations for government law enforcement agencies and for private parties seeking to enforce their fair housing rights.

33. FHJC commenced an investigation of each of the Defendants.

34. FHJC employs individuals as “Testers” – persons who pose as renters or homebuyers for the purpose of obtaining information about the conduct of landlords, real estate agencies, agents, and others to determine whether illegal housing discrimination is taking place.

35. During all times relevant to this complaint, the individuals who at the direction of FHJC asked about apartments advertised by Defendants were employed as Testers by FHJC.

36. Prior to participating in testing, FHJC Testers receive training from FHJC, which includes instruction on conducting and recording a test.

37. In response to Plaintiff's complaints as she sought housing, FHJC conducted investigations of Defendants, as described more fully below.

**DEFENDANTS' KNOWLEDGE OF, AND
INTENTIONAL DISREGARD FOR, THE NYCHRL**

38. Defendants were aware of the New York City Human Rights Law (NYCHRL) prohibition of discrimination based on lawful source of income.

39. Defendants violated the law knowingly and intentionally, and with reckless disregard for the violation of Plaintiff's rights and the harm caused to her.

40. The 2008 law prohibiting discrimination based on lawful source of income was a well-publicized local law, widely discussed within the real estate broker and owner industries.

41. The website that was used by Defendants to market the apartments, Craigslist.org, contains warnings about the NYCHRL prohibition on source of income discrimination.

42. The Craigslist website states "New York - Prohibits discrimination on the basis of race, color, national origin, marital status, creed, sex, age, disability, familial status, sexual orientation, and military status. Discrimination on the basis of source of income is prohibited in NYC and other municipalities. (NY Human Rights Law)."

43. The Craigslist warning regarding housing discrimination may be found at http://www.craigslist.org/about/state_fair_housing_laws#N.

44. An additional warning regarding the prohibition of source of income discrimination appears to every person who attempts to post an advertisement via Craigslist for an apartment for rent.

45. The additional fair housing law warning appears on multiple screens before any advertisement to rent an apartment may be placed. It may be viewed here:

<https://post.craigslist.org/k/dPNaryGy4BGNe9yzOabBhQ/0qJuZ?s=account>

46. Each of the Defendants explicitly stated to Plaintiff that they would not serve her because of her lawful source of income, the Section 8 voucher.

DEFENDANT TOP HILL REALTY

47. On or about March 25, 2011, Plaintiff placed a call to Defendant Top Hill Realty in response to an advertisement she saw on Craigslist .org for an apartment.

48. The apartment was located at East Moshulo Parkway and Kossuth Avenue in the Bronx.

49. Plaintiff was advised by Defendant Top Hill Realty that the apartment was still available, and Plaintiff expressed that she would like to see the apartment.

50. When Plaintiff disclosed that she was the recipient of a Section 8 voucher, Defendant Top Hill Realty refused to work with Plaintiff, refused to show her the apartment, and stated that the landlord of the building would not take Section 8 tenants.

51. FHJC Testers investigated the Defendant Top Hill Realty.

52. Tester "A" posed as a female Hispanic woman with income from SSI, unemployment insurance, and a Section 8 voucher.

53. Tester "B" posed as a female Hispanic woman with income from employment.

54. On or about April 6, 2011, Tester "A" called Defendant Top Hill Realty to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

55. Defendant Top Hill Realty advised Tester "A" that she could not view the apartment because the landlord did not accept Section 8. No agent from Defendant Top Hill Realty ever called Tester "A" back.

56. On or about April 7, 2011, Tester "B" called Defendant Top Hill Realty to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

57. Defendant Top Hill Realty advised Tester "B" that she could view the apartment and encouraged her to call back. Later, a follow up call was placed by Defendant Hill Top Realty to Tester "B."

58. The telephone calls in which Defendant Top Hill Realty treated the comparably qualified testers -- one with income from employment and one with income from a Section 8 subsidy -- differently, were recorded. This evidence of discriminatory policies and practices corroborates the discrimination that Plaintiff experienced.

59. As a direct and proximate result of Defendant Top Hill Realty's unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of her civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

DEFENDANT EZEKIEL KING

60. On or about March 31, 2011, Plaintiff contacted Defendant Ezekiel King in response to an advertisement she saw on Craigslist.org for an apartment.

61. The apartment was located in Kingsbridge Heights in the Bronx.

62. Defendant Ezekiel King advised Plaintiff that the apartment was still available, and Plaintiff told Defendant Ezekiel King that she would like to see the apartment.

63. When Plaintiff disclosed that she was the recipient of a Section 8 voucher, Defendant Ezekiel King refused to work with Plaintiff, refused to show her the apartment, and stated that the landlord of the building would not take Section 8 tenants.

64. Defendant Ezekiel King further stated that none of the landlords he works with will take Section 8 tenants and he had nothing to show Plaintiff.

65. FHJC Testers investigated the Defendant Ezekiel King.

66. Tester "A" posed as a female Hispanic woman with income from SSI, unemployment insurance, and a Section 8 voucher.

67. Tester "B" posed as a female Hispanic woman with income from employment.

68. On or about April 6, 2011, Tester "A" called Defendant Ezekiel King's phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

69. Defendant Ezekiel King's agent advised Tester "A" that she could not view the apartment because the landlord did not accept Section 8 tenants.

70. Upon learning Tester "A" had a Section 8 voucher, Defendant Ezekiel King's agent stated "I wish you had told me that ... The landlord won't take any vouchers."

71. On or about April 7, 2011, Tester "B" called Defendant Ezekiel King's phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

72. Defendant Ezekiel King's agent advised Tester "B" that she could view the apartment that evening or the next day.

73. The telephone calls in which Defendant Ezekiel King, via his agent, treated the comparably qualified testers -- one with income from employment and one with income from a

Section 8 subsidy – differently, were recorded. This evidence of discriminatory policies and practices corroborates the discrimination that Plaintiff experienced directly from Defendant Ezekiel King.

74. As a direct and proximate result of Defendant Ezekiel King s’ unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of her civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

DEFENDANT JS REAL ESTATE SERVICES LLC

75. On or about April 1, 2011, Plaintiff placed a call to Defendant JS Real Estate Services LLC in response to an advertisement she saw on Craigslist .org for an apartment.

76. The apartment was located in on or near Allerton Avenue in the Bronx.

77. Defendant JS Real Estate Services LLC advised Plaintiff that the apartment was still available, and Plaintiff told Defendant JS Real Estate Services LLC that she would like to see the apartment.

78. When Plaintiff disclosed that she was the recipient of a Section 8 voucher, Defendant JS Real Estate Services LLC refused to work with Plaintiff, refused to show her the apartment, and stated that the landlord of the building would not take Section 8 tenants.

79. FHJC Testers investigated the Defendant JS Real Estate Services LLC.

80. Tester “A” posed as a female Hispanic woman with income from SSI, unemployment insurance, and a Section 8 voucher.

81. Tester “B” posed as a female Hispanic woman with income from employment.

82. On or about April 6, 2011, Tester "A" called Defendant JS Real Estate Services LLC's phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

83. Defendant JS Real Estate Services LLC's agent advised Tester "A" that she could not view the apartment because the landlord did not accept Section 8 tenants. The agent stated, "For this apartment, the owner no take Section 8."

84. On or about April 7, 2011, Tester "B" called Defendant JS Real Estate Services LLC's phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

85. Defendant JS Real Estate Services LLC's agent advised Tester "B" that she could view the apartment.

86. On or about April 14, 2011, Defendant JS Real Estate Services LLC's agent called tester "B" again to offer to continue to help her.

87. The telephone calls in which Defendant JS Real Estate Services LLC, via employees and agents, treated the comparably qualified testers -- one with income from employment and one with income from a Section 8 subsidy -- differently, were recorded. This evidence of discriminatory policies and practices corroborates the discrimination that Plaintiff experienced directly from Defendant JS Real Estate Services LLC.

88. As a direct and proximate result of Defendant JS Real Estate Services LLC's unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of her civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

THE SMP REALTY GROUP CORPORATION

89. On or about April 1, 2011, Plaintiff placed a call to Defendant The SMP Realty Group Corp. in response to an advertisement she saw on Craigslist .org for an apartment.

90. The apartment was described as located in a gated community near the Riverdale border in the Bronx.

91. Defendant The SMP Realty Group Corp advised Plaintiff that the apartment was still available, and Plaintiff told Defendant The SMP Realty Group Corp that she would like to see the apartment.

92. When Plaintiff disclosed that she was the recipient of a Section 8 voucher, Defendant The SMP Realty Group Corp refused to work with Plaintiff, refused to show her the apartment, and stated that the landlord of the building would never consider Section 8 tenants.

93. FHJC Testers investigated the Defendant The SMP Realty Group Corp.

94. Tester "A" posed as a female Hispanic woman with income from SSI, unemployment insurance, and a Section 8 voucher.

95. Tester "B" posed as a female Hispanic woman with income from employment.

96. On or about April 6, 2011, Tester "A" called Defendant The SMP Realty Group Corp's phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

97. Defendant The SMP Realty Group Corp's agent advised Tester "A" at first that she did not know if the landlord would accept Section 8 tenants. She initially tried to illegally steer Tester "A" to other apartments in neighborhoods where she believed Section 8 might be accepted. Defendant The SMP Realty Group Corp's agent then checked with her office to see if

the owner would accept Section 8, and afterwards told the Tester that the landlord would not accept Section 8, and “we don’t have anything available for Section 8.”

98. Thereafter, Defendant The SMP Realty Group Corp did not serve Tester “A.”

99. On or about April 7, 2011, Tester “B” called Defendant The SMP Realty Group Corp’s phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

100. Defendant The SMP Realty Group Corp’s agent advised Tester “B” that she could view the apartment that day, and tester “B” was not steered to other apartments.

101. The telephone calls in which Defendant The SMP Realty Group Corp., via employees and agents, treated comparably qualified testers -- one with income from employment and one with income from a Section 8 subsidy – differently, were recorded. This evidence of discriminatory policies and practices corroborates the discrimination that Plaintiff experienced directly from Defendant The SMP Realty Group Corp.

102. As a direct and proximate result of Defendant The SMP Realty Group Corp’s unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of her civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

DEFENDANT TRYAX REALTY MANAGEMENT INC.

103. On or about April 1, 2011, Plaintiff placed a call to Defendant TRYAX Realty Management Inc. in response to an advertisement she saw on Craigslist .org for an apartment.

104. The apartment was described as located at Undercliff Avenue and West 174th Street in the Bronx.

105. Defendant TRYAX Realty Management Inc. advised Plaintiff that the apartment was still available, and Plaintiff told Defendant TRYAX Realty Management Inc. that she would like to see the apartment.

106. When Plaintiff disclosed that she was the recipient of a Section 8 voucher, Defendant TRYAX Realty Management Inc. refused to work with Plaintiff, refused to show her the apartment, and stated “We don’t accept Section 8 for our apartments” and hung up on her.

107. FHJC Testers investigated Defendant TRYAX Realty Management Inc.

108. Tester “A” posed as a female Hispanic woman with income from SSI, unemployment insurance, and a Section 8 voucher.

109. Tester “B” posed as a female Hispanic woman with income from employment.

110. On or about April 6, 2011, Tester “A” called Defendant TRYAX Realty Management Inc.’s phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

111. Defendant TRYAX Realty Management Inc.’s agent advised Tester “A” that TRYAX is “not currently taking any vouchers right now.” Defendant TRYAX Realty Management Inc. refused to assist Tester “A” or show her apartments for rent.

112. On or about April 7, 2011, Tester “B” called Defendant TRYAX Realty Management Inc.’s phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

113. Defendant TRYAX Realty Management Inc.’s agent advised Tester “B” that her income was not quite high enough for the advertised apartment. Tester “B” then explained that she had a brother with a higher income from work who was also seeking an apartment. Defendant TRYAX Realty Management Inc. offered to show the apartment to the brother.

114. The telephone calls in which Defendant TRYAX Realty Management Inc., via employees and agents, treated comparably qualified testers -- one describing a potential tenant with income from employment and one with income from a Section 8 subsidy -- differently, were recorded. This evidence of discriminatory policies and practices corroborates the discrimination that Plaintiff experienced directly from Defendant TRYAX Realty Management Inc.

115. As a direct and proximate result of Defendant TRYAX Realty Management Inc.'s unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of her civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

WAP REALTY GROUP INC.

116. On or about April 4, 2011, Plaintiff placed a call to Defendant WAP Realty Group Inc. in response to an advertisement she found via Craigslist.org and/or the WAP Realty Group Inc. website for an apartment.

117. The apartment was described as located at East 162nd Street and Woodcrest Avenue in the Bronx.

118. Defendant WAP Realty Group Inc. advised Plaintiff that the apartment was still available, and Plaintiff told Defendant WAP Realty Group Inc. that she would like to see the apartment.

119. When Plaintiff disclosed that she was the recipient of a Section 8 voucher, Defendant WAP Realty Group Inc. refused show Plaintiff the apartment, stated that the landlord of the building would accept Section 8 tenants, and attempted to illegally steer her to other neighborhoods.

120. FHJC Testers investigated the Defendant WAP Realty Group Inc.

121. A tester posed as a female Hispanic woman with income from SSI, unemployment insurance, and a Section 8 voucher.

122. On or about April 8, 2011, the tester called Defendant WAP Realty Group Inc.'s phone number to inquire about the same apartment advertisement that Plaintiff had expressed interest in.

123. Defendant WAP Realty Group Inc.'s agent advised the tester that she did not have any "non-working Section 8 apartments" and that she could only work with people who derived their income for a combination of paid employment and Section 8 vouchers, which she described as "working Section 8" people.

124. The telephone call on which Defendant WAP Realty Group Inc., via employees and agents, admitted acts of discrimination based on source of income was recorded. This evidence of discriminatory policies and practices corroborates the discrimination that Plaintiff experienced directly from Defendant WAP Realty Group Inc.

125. As a direct and proximate result of Defendant WAP Realty Group Inc.'s unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of her civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

FIRST CAUSE OF ACTION
NYCHRL Sections 8-107(5)(a)(1) and 8-107(5)(a)(2)

126. Plaintiff incorporates paragraphs 1 through 125 of this complaint as if fully set forth herein.

127. Defendants' refusal to provide services to Plaintiff upon learning of her source of income violates Sections 8-107(5)(a)(1) and 8-107(5)(a)(2) of the Administrative Code of the City of New York, which prohibit "the owner, lessor, lessee, sublessee, assignee, or managing

agent of, or other person having the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation ... or any agency or employee thereof” from either withholding a housing accommodation, or discriminating in the “in the terms, conditions or privileges” of the “furnishing of facilities or services in connection” with the rental of housing.

128. Defendants acted directly, in concert with, and via their agents and employees to discriminate against Plaintiff.

129. Defendants’ conduct was willful, intentional and in reckless disregard of Plaintiff’s civil rights.

130. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of his civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

131. Accordingly, Plaintiff is entitled to injunctive relief, a declaratory judgment, compensatory damages, punitive damages, and reasonable attorneys’ fees and costs.

SECOND CAUSE OF ACTION
NYCHRL Sections 8-107(5)(c)

132. Plaintiff incorporates paragraphs 1 through 131 of this complaint as if fully set forth herein.

133. Defendants’ refusal to negotiate for the rental of an apartment for Plaintiff and their denial of housing accommodations to Plaintiff because of her Section 8 voucher subsidy violated Sections 8-107(5)(c) of the Administrative Code of the City of New York, which provides that it shall be “an unlawful discriminatory practice for any real estate broker, real estate salesperson or employee or agent thereof: (1) ... To refuse to negotiate for the sale, rental or lease, of any housing accommodation ...because of ... any lawful source of income of such

person... or otherwise to deny or withhold any housing accommodation... or an interest therein ... because of any lawful source of income of such person... (2) ... to use any form of application for the purchase, rental or lease of any housing accommodation, land or commercial space or an interest therein or to make any record or inquiry in connection with the prospective purchase, rental or lease of any housing accommodation, land or commercial space or an interest therein which expresses, directly or indirectly, any limitation, specification or discrimination as to ... any lawful source of income..."

134. Defendants' conduct was willful, intentional and in reckless disregard of Plaintiff's civil rights.

135. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of his civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

136. Accordingly, Plaintiff is entitled to injunctive relief, a declaratory judgment, compensatory damages, punitive damages, and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
NYCHRL Section 8-107(6)

137. Plaintiff incorporates paragraphs 1 through 136 of this complaint as if fully set forth herein.

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

139. Defendants' use of discriminatory criteria for the marketing, screening, and renting of apartments violated §§8-107(5)(a)(1), 8-107(5)(a)(2), 8-107(5)(c), and 8-107(6) of the Administrative Code of the City of New York.

140. Defendants' conduct aided and abetted the illegal discrimination by the owners of the properties that Defendants marketed.

141. Defendants' conduct was willful, intentional and in reckless disregard of Plaintiff's civil rights.

142. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of her civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, and the loss of housing opportunity.

143. Accordingly, Plaintiff is entitled to injunctive relief, a declaratory judgment, compensatory damages, punitive damages, and reasonable attorneys' fees and costs.

SERVICE ON NYCCHR and CORPORATION COUNSEL

144. Plaintiff has served a copy of this complaint upon representatives authorized by the New York City Commission on Human Rights and the Corporation Counsel to receive copies of complaints in actions commenced pursuant to the New York City Human Rights Law.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

1. That the Court issue preliminary and permanent injunctive relief:
 - a. Ordering all Defendants to cease discriminating against Plaintiff and to accept her application for the apartment she sought or a comparably priced and located apartment, and accept her Section 8 voucher when such an apartment is located;

b. Ordering each of the Defendants to develop and implement policies of non-discrimination in accordance with the New York City Human Rights Law (NYCHRL), and to instruct and train all employees and agents on the NYCHRL anti-discrimination laws;

2. That the Court declare that Defendants have violated Section 8-107(5)(a)(1) and (2) of the Administrative Code of the City of New York by discriminating against Plaintiff based on her lawful source of income and refusing her tenancy or denying her housing opportunity based on her Section 8 voucher;

3. That the Court declare that Defendants have violated Section 8-107(5)(c) of the Administrative Code of the City of New York by discriminating against Plaintiff based on her lawful source of income;

4. That the Court award Plaintiff compensatory damages against each and every Defendant, in an amount to be determined by the jury;

5. That the Court award Plaintiff punitive damages against each and every Defendant, in an amount to be determined by the jury;

6. That the Court award Plaintiff reasonable attorneys' fees and disbursements;

7. That the Court award Plaintiff pre-judgment interest pursuant to C.P.L.R. sections 5001 and 5004; and

8. That the Court awards such other and further relief as this Court deems just and proper to the Plaintiff.

Dated: July 28, 2011
New York, New York

GISKAN SOLOTAROFF ANDERSON
& STEWART LLP

By:



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