

GISKAN SOLOTAROFF ANDERSON & STEWART LLP
11 Broadway, Suite 2150
New York, New York 10004
(646)708-9004
Jason Solotaroff (JS 5739)
Amanda Masters (AM 6721)
Attorneys for Plaintiff

4677

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.

★ SEP 27 2011 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

-----X
DAWN WHITE,

Plaintiff,

Civ. No.:

-against-

COMPLAINT

JURY TRIAL DEMANDED

ARTICLE 7TH TRUST U/W/O HENRY PORRETTA,
d/b/a FRANCES PORRETTA FAMILY LIMITED
PARTNERSHIP; CYNTHIA PORRETTA; and
DOUGLAS ELLIMAN LLC d/b/a PRUDENTIAL
DOUGLAS ELLIMAN,

WEINSTEIN, J.

Defendants.
-----X

REYES, W.

Plaintiff Dawn White, by her attorneys Giskan, Solotaroff Anderson & Stewart LLP, for her complaint against Defendants Article 7th Trust U/W/O Henry Poretta d/b/a Frances Porretta Family Limited Partnership; Cynthia Porretta; and Douglas Elliman LLC d/b/a Prudential Douglas Elliman, alleges as follows:

Nature of the Action and Preliminary Statement

1. This is a civil rights action to address discrimination in violation of 42 U.S.C. § 1982, the Federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, (FHA), and Title 8 of the New York City Administrative Code § 8-101 *et seq.*, the New York City Human Rights Law, (NYCHRL).

2. As set forth more fully below, Plaintiff is an African-American woman and a mother who was discriminated against based on her race and familial status when she sought to rent an apartment. Defendant Article 7th Trust U/W/O Henry Porretta, D/B/A Frances Porretta Family Limited Partnership (“Poretta Trust”) is a family trust which is the owner of the apartment Plaintiff sought to rent. Defendant Cynthia Porretta was the Porretta Trust’s representative in renting the apartment and is a licensed real estate broker employed by Defendant Douglas Elliman. Defendants Cynthia Porretta and Douglas Elliman publicly advertised the apartment by placing the advertisement to rent the apartment on the Multiple Listing Service, the Prudential Douglas Elliman website, Craigslist.org, and other real estate listing services; showed the apartment; screened potential tenants; and made discriminatory statements. All Defendants denied housing to Plaintiff based on her race and familial status.

3. Defendants’ conduct in violation of Federal and City civil rights laws should be declared unlawful and permanently enjoined, and appropriate monetary damages and attorneys’ fees should be awarded.

Jurisdiction and Venue

4. This Court has subject matter jurisdiction under 28 U.S.C. § 1331, 28 U.S.C. § 3613, and 42 U.S.C. § 3613. This Court has supplemental jurisdiction over the New York City law claims pursuant to 28 U.S.C. § 1367.

5. Venue is properly before this Court pursuant to 28 U.S.C. §1391(a) as a substantial part of the events giving rise to the claim occurred in this district.

Parties

6. Plaintiff, Dawn White, is a 37 year-old African-American woman, with a minor daughter. She resides at 51 Spooner Street, Floral Park, New York 11001.

7. Defendant Article 7TH Trust U/W/O Henry Porretta, d/b/a Frances Porretta Family Limited Partnership is a trust organized under the laws of New York, with an address of 218 Hollywood Avenue, Douglaston, New York, 11363. At all times relevant to the complaint, Defendant Article 7TH Trust U/W/O Henry Porretta was owner of the premises at 86-35 260th Street, Queens, New York.

8. Defendant Frances Porretta Family Limited Partnership, is a domestic limited partnership organized under the laws of New York, with an address at 218 Hollywood Avenue, Douglaston, New York, 11363. At all times relevant to the complaint, Defendant Article 7TH Trust U/W/O Henry Porretta d/b/a Frances Porretta Family Limited Partnership (collectively Porretta Trust") was owner of the premises at 86-35 260th Street, Queens, New York.

9. Defendant Cynthia Porretta was the Porretta Trust's representative in renting the apartment. She is also is a licensed real estate broker, employed by Douglas Elliman LLC d/b/a Prudential Douglas Elliman, with a place of business at the office of Prudential Douglas Elliman Real Estate, 192 Hillside Ave, Williston Park, New York, 11596. At all relevant times, Defendant Cynthia Porretta was in the real estate business, and, among other things, was brokering the rental of apartments in New York City.

10. Defendant Douglas Elliman LLC, is a Delaware corporation authorized to do business in New York State, doing business as Prudential Douglas Elliman, at 575 Madison Avenue New York City, NY 10022. At all relevant times, Defendant Prudential Douglas Elliman was in the real estate business, and, among other things, was brokering the rental of apartments in New York City.

11. At all relevant times, Defendant Cynthia Porretta acted as an agent for the owner, Defendant Article 7TH Trust U/W/O Henry Porretta, d/b/a Frances Porretta Family Limited

Partnership, and also as an employee and agent of Defendant Douglas Elliman LLC d/b/a Prudential Douglas Elliman.

THE FACTS

12. Plaintiff is an African-American woman with a 13 year-old daughter. In the Spring of 2011, she was seeking to rent an apartment for herself and her daughter.

13. In or about May and June of 2011, Defendants advertised for rent on the Multiple Listing Service Long Island, Inc. (MLS), the Prudential Douglas Elliman website, Criagslist.org, Realtor.com, and other public real estate listings, a dwelling at 86-35 260th Street, in the Floral Park neighborhood of Queens, New York.

14. The public advertisements for this dwelling posted on Criagslist.org by Defendants contained discriminatory statements such as "suitable for Couple or 2 Singles," indicating a preference for people without children.

15. The Craigslist.org website warns advertisers that such statements are illegal and discriminatory before the advertisements are posted.

16. The Craigslist website states, *inter alia*, that race and familial discrimination are illegal under federal law and local laws, and that "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."

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

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

19. 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/dPNaryGy4BGNe9yzOabBhO/0qJuZ?s=account>.

20. Defendants knowingly and intentionally violated the laws.

21. On or about the week of June 6, 2011, Plaintiff used the services of a real estate agent named Marcel Fremder, who is Caucasian.

22. Marcel Fremder obtained information from MLS and/or other public advertisements concerning the dwelling at 86-35 260th Street.

23. Marcel Fremder obtained information that the broker for the apartment was Defendant Cynthia Porretta, of Prudential Douglas Elliman, and that she lived in the first floor apartment at 86-35 260th Street.

24. Marcel Fremder called Defendant Cynthia Porretta and made an arrangement for Plaintiff to view the apartment.

25. Marcel Fremder advised Defendant Cynthia Porretta that Plaintiff had a child before making the appointment for viewing.

26. When Plaintiff and Marcel Fremder arrived at the apartment, upon seeing Plaintiff, Defendant Cynthia Porretta was rude to Plaintiff, and did not offer to show her the apartment. Instead, Defendant Cynthia Porretta opened the door for Plaintiff and Marcel Fremder, and left them to view the apartment on their own.

27. Plaintiff walked through the apartment, decided that she liked the apartment very much and wanted to rent it.

28. Plaintiff returned to the ground floor, told Defendant Cynthia Porretta that she liked the apartment and wanted to rent it, and asked Defendant Cynthia Porretta what she should do to apply.

29. Defendant Cynthia Porretta then began to ask a number of questions about Plaintiff's daughter, and then abruptly told Plaintiff that the apartment was no longer for rent because someone else had already submitted a deposit for the apartment.

30. Marcel Fremder asked Defendant Cynthia Porretta, in sum and substance, how this was possible, given that she had not told him the apartment was unavailable when they spoke, and she had just let them see the apartment moments ago.

31. Defendant Cynthia Porretta said that it did not matter, she would not rent the apartment to Plaintiff.

32. Plaintiff and Marcel Fremder left the apartment, and stood outside talking.

33. Plaintiff asked Marcel Fremder to submit her application anyway, in the hope that Defendant Cynthia Porretta would see what a good tenant she would make.

34. Marcel Fremder tried to call Defendant Cynthia Porretta while they stood outside the apartment, and although Plaintiff could see Defendant Cynthia Porretta watching them out of a window, Defendant Cynthia Porretta refused to answer her phone.

35. Plaintiff felt that Defendant Cynthia Porretta's explanation of why she would not rent to her was a pretext and did not make sense, because Defendant had just allowed her to view the apartment. This, coupled with her rude behavior upon seeing Plaintiff, gave Plaintiff the feeling she was being rejected based on her race.

36. Marcel Fremder advised Plaintiff he was not able to advance her application because Defendant Cynthia Porretta never returned his call.

37. On or about June 11, 2011, Plaintiff used the services of a real estate agent named Rafael Otero, who is Caucasian. She asked Rafael Otero whether the apartment at 86-35 260th Street was still available.

38. Rafael Otero found out from public listings and from the Prudential agent Defendant Cynthia Porretta that the apartment was indeed still available.

39. Defendant Cynthia Porretta had misrepresented the availability of the apartment to Plaintiff at her first visit.

40. Rafael Otero then made an arrangement for the apartment to be shown to Plaintiff.

41. Rafael Otero advised Defendant Cynthia Porretta that he had a prospective tenant with a child who wanted to see the apartment. Defendant Cynthia Porretta was willing to show the apartment to a woman with a child, but stated that the owner preferred not to rent to a person with a child.

42. When Plaintiff arrived at the apartment with Rafael Otero, they came in separate cars. Rafael Otero went to the door first, while Plaintiff initially stayed behind in her car.

43. Defendant Cynthia Porretta expressed a desire to meet the prospective tenant, but when she saw Plaintiff, her attitude changed.

44. After Plaintiff emerged from her car and walked toward the apartments, Defendant Cynthia Porretta stated, in sum and substance, that she did not want to rent to her and "the owner really doesn't want children."

45. Defendant Cynthia Porretta then abruptly went inside without speaking to Plaintiff.

46. Afterwards, Plaintiff continued to see the apartment listed as available on multiple public listings.

47. On or about June 13, 2011, Plaintiff contacted the Fair Housing Justice Center (FHJC).

48. FHJC is a 501(c)(3) nonprofit organized under the laws of the state of New York dedicated to ensuring that all people have equal access to housing opportunities in the New York City region by eliminating housing discrimination and creating open and inclusive communities.

49. FHJC conducts fair housing testing investigations for government law enforcement agencies and for private parties seeking to enforce their fair housing rights.

50. After learning of Plaintiff's experience, FHJC commenced an investigation of the Defendants.

51. 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.

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

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

54. FHJC utilized three Testers.

55. First, a white female tester posing as a single parent with one child was assigned to inquire about the apartment. Second, an African-American female tester posing as a single parent with no children was assigned to inquire about the apartment. Third, a white female tester posing as a single woman with no children was assigned to inquire about the apartment.

56. On or about June 20, 2011 at approximately 11:04 a.m., Defendant Cynthia Porretta met the white female tester posing as a single parent with one child in person.

57. Defendant Cynthia Porretta was somewhat talkative and encouraging with the white tester with a child. She asked a number of questions about who would be caring for the child. This tester was not offered the apartment.

58. On or about June 20, 2011, at approximately 12:08 p.m., Defendant Cynthia Porretta met the African-American female tester posing as a single parent with no children in person.

59. Defendant Cynthia Porretta was more reserved, not as talkative, and not encouraging when speaking with the childless African-American tester. This tester was not offered the apartment.

60. On or about June 20, 2011, at approximately 1:50 p.m., Defendant Cynthia Porretta met the white tester posing as a woman with no children.

61. Defendant Cynthia Porretta was warm, talkative and encouraging with the white tester, and expressed no concern about her residing in the apartment.

62. Defendant Cynthia Porretta told the white childless tester "I want a certain type of people here."

63. Defendant Cynthia Porretta also told the white childless tester, "You're Irish."

64. Defendant Cynthia Porretta also asked the white childless tester where she was from, learned that she was from Boston, and commented that she had an accent, saying "That's nice."

65. The childless white tester was offered the apartment.

66. Defendant Cynthia Porretta did not engage in warm banter about the ethnicity, national origin, accent, or other characteristics of the African-American tester, nor did she do so with Plaintiff.

67. Defendant Cynthia Porretta did not tell the African-American tester, or Plaintiff, that she only wanted “a certain type of people here.”

68. Defendant Cynthia Porretta made discriminatory statements in her advertisements for the property which directly or indirectly indicated a discriminatory preference for people without children.

69. Defendant Cynthia Porretta made discriminatory statements to other brokers which directly or indirectly indicated a discriminatory preference for people without children.

70. Defendant Cynthia Porretta made discriminatory statements to the testers which directly or indirectly indicated a discriminatory preference for people who are white.

71. As a result of Defendants’ discrimination against Plaintiff, Plaintiff sustained violation of her civil rights, pain and suffering, mental anguish, humiliation, degradation, emotional distress, special and incidental damages, and the loss of housing opportunity.

**FIRST CLAIM FOR RELIEF
AGAINST ALL DEFENDANTS
42 USC § 1982**

72. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71 above as if fully set forth herein.

73. The Civil Rights Act of 1866, 42 USC § 1982, states “All citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property.”

74. Under 42 USC § 1982 race is an impermissible factor in apartment rental decisions.

75. 42 USC § 1982 applies to both Defendants. The duty to comply with 42 USC § 1982 is non-delegable, and the actions of the broker or agent are imputed to the property owner.

76. Defendants, by the actions described in this Complaint, violated 42 USC § 1982.

77. 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, special and incidental damages, and the loss of housing opportunity.

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

79. Accordingly, under 42 USC § 1982, Plaintiff is entitled to actual and compensatory damages, emotional distress damages, punitive damages, injunctive and declaratory relief, and reasonable attorney's fees and costs.

**SECOND CLAIM FOR RELIEF
AGAINST DEFENDANT PORRETTA TRUST
FAIR HOUSING ACT (FHA) CLAIMS**

80. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 79 above as if fully set forth herein.

81. The Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, provides that it shall be unlawful to discriminate based on race or familial status.

82. 42 U.S.C. § 3604(a) provides that it shall be unlawful to refuse to rent or to refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race or familial status.

83. 42 U.S.C. § 3604(b) provides that it shall be unlawful to discriminate in the terms, conditions, or privileges of rental of a dwelling or in the provision of services in connection therewith, because of race or familial status.

84. 42 U.S.C. § 3604 (c) provides that it shall be unlawful to "make print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the

sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race ... familial status ... or an intention to make any such preference, limitation, or discrimination.”

85. 42 U.S.C. § 3604(d) provides that it shall be unlawful to misrepresent the availability of a dwelling to any person based on race or familial status.

86. Each of these Fair Housing Act provisions was violated by Defendant Porretta Trust by the actions described herein.

87. Defendant Porretta Trust discriminated against Plaintiff via its real estate broker, who was its agent.

88. The dwelling described herein was rented with the use of the rental facilities or services of a real estate broker, agent or salesman, or the facilities or services of a person in the business of selling or renting dwellings, or an employee or agent of the same.

89. Defendant Porretta Trust does not actually maintain and occupy one of the living quarters of the dwelling as a residence.

90. Plaintiff is an aggrieved person as defined by the Act.

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

92. Defendant’s conduct was intentional, willful, and made in disregard for the rights of others.

93. Accordingly, under 42 U.S.C. 3613(c), Plaintiff is entitled to actual and compensatory damages, emotional distress damages, punitive damages, injunctive and declaratory relief, and reasonable attorney's fees and costs.

**THIRD CLAIM FOR RELIEF
AGAINST DEFENDANTS CYNTHIA PORRETTA AND DOUGLAS ELLIMAN
FAIR HOUSING ACT (FHA) CLAIMS**

94. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 93 above as if fully set forth herein

95. The Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, provides that it shall be unlawful to discriminate based on race or familial status.

96. 42 U.S.C. § 3604(a) provides that it shall be unlawful to refuse to rent or to refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race or familial status.

97. 42 U.S.C. § 3604(b) provides that it shall be unlawful to discriminate in the terms, conditions, or privileges of rental of a dwelling or in the provision of services in connection therewith, because of race or familial status.

98. 42 U.S.C. § 3604 (c) provides that it shall be unlawful to "make print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race ... familial status ... or an intention to make any such preference, limitation, or discrimination."

99. 42 U.S.C. § 3604(d) provides that it shall be unlawful to misrepresent the availability of a dwelling to any person based on race or familial status.

100. 42 U.S.C. § 3605 provides “ It shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race... familial status...”

101. 42 U.S.C. § 3605(b)(2) defines “residential real estate-related transaction” to include “brokering” of residential property.

102. 42 U.S.C. § 3606 prohibits discrimination in the provision of brokerage services. Under § 3606 it is “unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race ... familial status ...”

103. Each of these Fair Housing Act provisions was violated by the Defendants Cynthia Porretta and Defendant Douglas Elliman by the actions described herein.

104. Plaintiff is an aggrieved person as defined by the Act.

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

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

107. Accordingly, under 42 U.S.C. 3613(c), Plaintiff is entitled to actual and compensatory damages, emotional distress damages, punitive damages, injunctive and declaratory relief, and reasonable attorney's fees and costs.

**FOURTH CLAIM FOR RELIEF
AGAINST DEFENDANT PORRETTA TRUST
NYCHRL CLAIMS**

108. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 107 above as if fully set forth herein.

109. The apartment sought by Plaintiff was publicly advertised, listed, or otherwise offered to the general public by Defendants.

110. Sections 8-107(5)(a)(1) & (2) of the Administrative Code of the City of New York provides that it "shall be an unlawful discriminatory practice for 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, constructed or to be constructed, or an interest therein, or any agent or employee thereof: (1) To refuse to sell, rent, lease approve the sale, 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 race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, partnership status, or alienage or citizenship status of such person or persons, or because of any lawful source of income of such person, or because children are, may be or would be residing with such person or persons. (2) To discriminate against any person because of such person's actual or perceived race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, partnership status, or alienage or citizenship status, or because of any lawful source of income of such person, or because children are, may be or would be residing with 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.

111. Defendant Porretta Trust discriminated against Plaintiff and violated §§ 8-107(5)(a)(1) & (2) by refusing to rent, lease, to sublease, to let and otherwise to grant for a consideration the right to occupy the apartment she sought because of her race and familial status.

112. Sections 8-107(5)(a)(3) of the Administrative Code of the City of New York provides that it shall be an unlawful discriminatory practice “[t]o declare, print or circulate or cause to be declared printed or circulated any statement ... which expresses, directly or indirectly, any limitation, specification, or discrimination as to race, creed, color, national origin ... or whether children are, may be, or would be residing with a person, or any intent to make such limitation, specification, or discrimination.”

113. Defendant Porretta Trust discriminated against Plaintiff and violated § 8-107(5)(a)(3) by causing to be made the statements described herein which express discriminatory preferences with regard to race and familial status.

114. The Plaintiff is an aggrieved person, as defined in the New York City Administrative Code § 8-502(a), and has suffered damages as a result of Defendant’s discriminatory conduct.

115. Defendant Porretta Trust discriminated against Plaintiff via its real estate broker, who was its agent.

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

117. As a direct and proximate result of Defendant’s unlawful conduct, Plaintiff sustained the damages alleged herein, including violation of her civil rights, pain and suffering,

mental anguish, humiliation, degradation, emotional distress, special and incidental damages, and the loss of housing opportunity.

118. Accordingly, Plaintiff is entitled to actual and compensatory damages, emotional distress damages, punitive damages, injunctive and declaratory relief, and reasonable attorney's fees and costs.

**FIFTH CLAIM FOR RELIEF
AGAINST DEFENDANTS CYNTHIA PORRETTA AND DOUGLAS ELLIMAN
NYCHRL CLAIMS**

119. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 118 above as if fully set forth herein.

120. The apartment sought by Plaintiff has been publicly advertised, listed, or otherwise offered to the general public.

121. Sections 8-107(5)(a)(1) & (2) of the Administrative Code of the City of New York provides that it "shall be an unlawful discriminatory practice for 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, constructed or to be constructed, or an interest therein, or any agent or employee thereof: (1) To refuse to sell, rent, lease approve the sale, 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 race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, partnership status, or alienage or citizenship status of such person or persons, or because of any lawful source of income of such person, or because children are, may be or would be residing with such person or persons. (2) To discriminate against any person because of such person's actual or perceived race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, partnership status,

or alienage or citizenship status, or because of any lawful source of income of such person, or because children are, may be or would be residing with 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.

122. Defendants Cynthia Porretta and Douglas Elliman discriminated against Plaintiff and violated §§8-107(5)(a)(1) & (2) by refusing to rent, lease, to sublease, to let and otherwise to grant for a consideration the right to occupy the apartment she sought because of her race and familial status.

123. Sections 8-107(5)(a)(3) of the Administrative Code of the City of New York provides that it shall be an unlawful discriminatory practice “[t]o declare, print or circulate or cause to be declared printed or circulated any statement ... which expresses, directly or indirectly, any limitation, specification, or discrimination as to race, creed, color, national origin ... or whether children are, may be, or would be residing with a person, or any intent to make such limitation, specification, or discrimination.”

124. Defendants Cynthia Porretta and Douglas Elliman discriminated against Plaintiff and violated § 8-107(5)(a)(3) by making the statements described herein which express discriminatory preferences with regard to race and familial status.

125. Sections 8-107(5)(c) of the Administrative Code of the City of New York 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 sell, rent or lease any housing accommodation, land or commercial space or an interest therein to any person or group of persons or to refuse to negotiate for the sale, rental or lease, of any housing accommodation, land or commercial space or an interest therein to any person or group of persons because of the actual or

perceived race, creed, color, national origin ... or because children are, may be or would be residing with such person or persons, or to represent that any housing accommodation, land or commercial space or an interest therein is not available for inspection, sale, rental or lease when in fact it is so available, or otherwise to deny or withhold any housing accommodation, land or commercial space or an interest therein or any facilities of any housing accommodation, land or commercial space or an interest therein from any person or group of persons because of the actual or perceived race, creed, color ... or because children are, may be or would be residing with such person or persons. (2) To declare, print or circulate or cause to be declared, printed or circulated any statement, advertisement or publication ... which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color ... or to whether children are, may be or would be residing with a person, or any intent to make such limitation, specification or discrimination.”

126. Defendants Cynthia Porretta and Douglas Elliman discriminated against Plaintiff and violated § 8-107(5)(c) by refusing to rent, lease, to sublease, to let and otherwise to grant for a consideration the right to occupy the apartment she sought because of her race and familial status, by misleading statements about the availability of the apartment, and by making the statements described herein which expressed discriminatory preferences with regard to race and familial status.

127. The Plaintiff is an aggrieved person, as defined in the New York City Administrative Code § 8-502(a), and has suffered damages as a result of Defendant's discriminatory conduct.

128. The conduct of Defendants Cynthia Porretta and Douglas Elliman was willful, intentional and in reckless disregard of Plaintiff's civil rights.

129. 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, special and incidental damages, and the loss of housing opportunity.

130. Accordingly, Plaintiff is entitled to actual and compensatory damages, emotional distress damages, punitive damages, injunctive and declaratory relief, and reasonable attorney's fees and costs.

**SIXTH CLAIM FOR RELIEF
AGAINST ALL DEFENDANTS
NYCHRL AIDING AND ABETTING CLAIMS**

131. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 130 above as if fully set forth herein.

132. Section 8-107(6) of the Administrative Code of the City of New York provides that it 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."

133. Defendants violated § 8-107(6) by the acts described herein.

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

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

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

137. Accordingly, Plaintiff is entitled to actual and compensatory damages, emotional distress damages, punitive damages, injunctive and declaratory relief, and reasonable attorney's fees and costs.

JURY DEMAND

138. Plaintiff demands trial by jury of all issues as of right by a jury.

SERVICE ON NYCCHR and CORPORATION COUNSEL

139. 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.

WHEREFORE, Plaintiff demands judgment against each Defendant:

- A. Declaring that Plaintiff's rights were violated, and enjoining the continuation of the discriminatory practices;
- B. Awarding Plaintiff compensatory damages including but not limited to special and consequential damages and damages for emotional distress;
- B. Awarding Plaintiff punitive damages;
- C. Awarding reasonable attorneys' fees, costs and expenses; and
- E. Granting such other legal and equitable relief to the Plaintiff as the Court may deem just and equitable.

Dated: New York, New York
September 26, 2011

GISKAN, SOLOTAROFF, ANDERSON &
STEWART LLP



By: Amanda Masters (AM 6721)
amasters@gslawny.com
Jason L. Solotaroff (JS 5739)
jsolotaroff@gslawny.com
11 Broadway, Suite 2150
New York, New York 10004
646-708-9004
ATTORNEYS FOR PLAINTIFF