

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

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FAIR HOUSING JUSTICE CENTER, INC.,

Index No. _____/2023

Plaintiff,

Date Purchased: January 12, 2023

-against-

SUMMONS

FINDERS.NYC LLC; MELANIE LONG;
OLIVIA CHESNEAU; and
AVRAHAM ROSENBERG,

Basis for Venue:
CPLR § 503(a)

Defendants.

_____ x

TO THE ABOVE-NAMED DEFENDANTS:

Finders.NYC LLC
136 West 129th Street
New York, New York 10027

Melanie Long
136 West 129th Street
New York, New York 10027

Olivia Chesnau
136 West 129th Street
New York, New York 10027

Avraham Rosenberg
136 West 129th Street
New York, New York 10027


YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer on Plaintiff’s counsel within twenty (20) days of the service of this Summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiff hereby designates New York County as the place of trial pursuant to C.P.L.R. § 503(a) based on the principal place of business of Finders.NYC LLC.

DATED: New York, New York
January 12, 2023

Respectfully submitted,

CUTI HECKER WANG LLP

By: 

Mariann Meier Wang
Alexander Goldenberg
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New York, New York 10007
(212) 620-2600

*Attorneys for Plaintiff Fair
Housing Justice Center, Inc.*

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

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FAIR HOUSING JUSTICE CENTER, INC.,

Index No. _____/2023

Plaintiff,

VERIFIED COMPLAINT

-against-

FINDERS.NYC LLC; MELANIE LONG;
OLIVIA CHESNEAU; and
AVRAHAM ROSENBERG,

Defendants.

_____ X

Plaintiff Fair Housing Justice Center, Inc. (“FHJC”), by and through its attorneys, Cuti Hecker Wang LLP, for its Verified Complaint alleges as follows:

NATURE OF THE ACTION

1. The New York City Human Rights Law and the New York State Executive Law have for years expressly prohibited real estate agents from discriminating against potential tenants on the basis of lawful source of income. This action seeks to enjoin, and to obtain monetary damages for, Defendants’ policy and practice of flagrantly violating these laws, as reported to FHJC by multiple individuals who experienced discrimination and as further confirmed by FHJC’s extensive investigation into Defendants’ practices.

2. Over and over – and over again – Defendants have simply refused to engage with prospective tenants who inform them that they receive government rental assistance or vouchers. State and local laws flatly prohibit this behavior: regardless of how prospective tenants pay their rent and whether they receive a subsidy to do so, they must be given a fair opportunity to learn about, view, and ultimately apply for available apartments.

3. Defendants routinely violate fair housing laws by asking prospective tenants about their income and then unlawfully screening out potential tenants who disclose their use of a housing voucher. Defendants execute this scheme by sending form responses to prospective tenants that misleadingly suggest compliance with legal requirements and then “ghosting” and failing entirely to respond to potential tenants with vouchers. Defendants’ methods not only mask their unlawful conduct, but they cruelly trick renters with vouchers into (falsely) believing that the renters might stand a chance of obtaining an apartment.

4. Defendants’ communications to prospective tenants make clear that Defendants are familiar with legal requirements but willing to disregard them entirely. Defendants’ conduct is reprehensible, and it has led to numerous complaints from prospective tenants to FHJC and other fair housing advocates, including several complaints to Unlock NYC. Defendants have distinguished themselves as especially bad actors in denying housing to tenants with vouchers.

5. The federal and city voucher programs at issue were created to ensure that the most vulnerable individuals and families have access to safe and stable housing. These programs are more important than ever: In recent months, New York City has faced an increasingly severe housing shortage as pandemic-era safety nets have ended and rents have risen.

6. The Housing Choice Voucher Program, often referred to as “Section 8,” is a federal program administered by the New York City Housing Authority and other agencies that seeks to enable low-income households to rent decent, safe, and affordable housing in the private market by providing direct rental assistance to those who qualify. CityFHEPS is a New York City rental assistance supplement program administered by the New York City Department of Social Services that similarly seeks to help individuals and families who are living in shelters, or at high risk of entering shelters, to find safe and stable housing.

7. The whole point of the Housing Choice Voucher Program and CityFHEPS program is to provide landlords, management companies, and real estate agents with assurance that program participants will be able to pay their rent by providing vouchers that guarantee most if not all of the rent. When landlords, management companies, and/or real estate agents refuse to rent to voucher recipients anyway, they puncture the critical safety net that the voucher programs are designed to provide for New York City's most vulnerable residents.

8. Plaintiff FHJC is a non-profit civil rights organization whose mission is to eliminate housing discrimination, to promote policies that foster open, accessible, and inclusive communities, and to strengthen enforcement of fair housing laws.

9. FHJC received information from multiple unconnected complainants that Defendants – a real estate agency and three individual agents employed by the agency who broker rental housing in Manhattan and the Bronx – were discriminating against tenants with vouchers and investigated to determine whether that was true. The investigation revealed definitively that Defendants have a policy and practice of refusing to rent available housing and otherwise withholding or denying available housing based on a potential applicant's lawful source of income.

10. During FHJC's thorough investigation, conducted over more than six months, FHJC deployed sixteen testers to confirm Defendants' wrongdoing. When you combine the FHJC testers who posed as prospective renters with vouchers with the complainants who have reported discrimination to FHJC, the organization has documented a total of fifteen people subjected to blatant and unlawful discrimination by Defendants. By contrast, nine FHJC testers who posed as prospective renters relying solely on income from employment received substantive responses from Defendants and were afforded the opportunity to view apartments.

11. Defendants' actions fundamentally prevent those New Yorkers with the most dire need for housing from obtaining safe and secure homes for themselves and their families.

Defendants' unlawful behavior must stop.

PARTIES

12. Plaintiff Fair Housing Justice Center, Inc. is a non-profit organization incorporated in the State of New York and based in Long Island City. FHJC is dedicated to ensuring that all people have equal access to housing opportunities in the New York region by eliminating housing discrimination and creating open and inclusive communities. FHJC expended significant staff time, expenses, and other resources to investigate and respond to Defendants' discriminatory housing policies and practices, which diverted resources away from other FHJC activities. Defendants' discriminatory housing policies and practices also frustrated FHJC's mission to ensure that all people have equal access to housing opportunities in the New York region, including by undermining its efforts to ensure that all New Yorkers understand their rights to non-discriminatory treatment and equal opportunity when seeking housing.

13. Defendant Finders.NYC LLC ("Finders") is a domestic corporation with its principal place of business at 136 West 129th Street, New York, New York 10027. Upon information and belief, Finders and its principals are responsible for establishing, supervising, and enforcing the policies and practices through which prospective tenants are informed about and shown available apartments by its real estate agents.

14. Defendant Melanie Long is a natural person who, upon information and belief, resides in New York. Defendant Long is a New York State licensed real estate broker. Upon information and belief, Defendant Long was at all relevant times an employee and/or principal of Defendant Finders acting within the scope of her employment.

15. Defendant Avraham Rosenberg is a natural person who, upon information and belief, resides in New York. Defendant Rosenberg is a New York State licensed real estate broker. Upon information and belief, Defendant Rosenberg was at all relevant times an employee and/or principal of Defendant Finders acting within the scope of his employment.

16. Defendant Olivia Chesneau is a natural person who, upon information and belief, resides in New York. Defendant Chesneau is a New York State licensed real estate broker. Upon information and belief, Defendant Chesneau was at all relevant times an employee of Defendant Finders acting within the scope of her employment.

JURISDICTION AND VENUE

17. This Court has personal jurisdiction over Defendants pursuant to CPLR § 301 *et seq.* because Defendants are domiciled and/or regularly transact business in the State of New York, and because the wrongful conduct alleged in this Complaint took place in the State of New York.

18. Venue is proper in this County pursuant to CPLR § 503(a).

JURY DEMAND

19. Plaintiff demands a trial by jury.

FACTS

FHJC Receives Multiple Reports that Defendants Engaged in Lawful Source of Income Housing Discrimination

20. On or about April 20, 2022, FHJC received its first complaint about Defendants Finders and Melanie Long.

21. The complaint was lodged by an employee of a different non-profit organization, which assists victims of domestic violence and their children with finding housing.

22. The employee complained to FHJC that one of her clients had found a listing for an apartment at 59 Cooper Street in Manhattan, which was posted by Defendant Long. The client contacted Defendant Long, who confirmed the apartment was still available. But when the client informed Defendant Long that she planned to use a voucher, Defendant Long stopped responding.

23. The non-profit employee reached out to Defendant Long directly to check whether the apartment was still available. Defendant Long and/or another Finders agent asked the employee for her move-in date, credit score, and income.

24. The employee explained that she was writing on behalf of a client who would be using a voucher. After the employee shared this information, she received no further response from Finders. The employee sent multiple texts that were ignored.

25. Over the next five months, FHJC continued to receive complaints about Finders. By September 7, 2022, FHJC had received eight complaints from prospective renters alleging discrimination on the basis of their lawful source of income.

26. Each of the complaints followed a similar pattern. In every case, the prospective renter had found an apartment listed by Defendant Long, on behalf of Finders, usually on the StreetEasy website. The prospective renter had contacted Finders, by telephone or by text, and been asked to provide information about the renter's move-in date, credit score, and income.

27. In every instance, once the renter disclosed to Finders that he or she would be using a voucher, the renter received no further information or assistance.

28. In at least *six* of the cases, the prospective renter received a text message that seemed encouraging on its face: "To our knowledge, all of our landlords work with vouchers & programs. Let us confirm and get back to you. Have a great day!"

29. It appears that this automatic message is cynically meant to deter prospective tenants and the public from believing that Finders might actually be discriminating, given the uniformity of its follow up behavior.

30. Specifically, after receiving that form message, no prospective renter received *any further response* from Finders or Defendant Long.

31. In most cases, the prospective renter followed up multiple times, pleading for updates and information and the “confirm[ation]” that Finders had promised. Each prospective renter was ghosted and ignored.

32. What none of these complainants could know at the time was that Finders, apparently fully aware of its legal obligations, routinely sent this message to prospective renters to mislead them while creating a false veneer of compliance.

33. Finders’s cynical use of the automatic reply plainly evidences its familiarity with the law and its willingness nonetheless to flout that law.

34. At least one prospective renter, suspicious about Finders’s failure to respond, took further steps to determine whether she was a victim of discrimination. She sent a text message from a different number in which she responded to the requests for information about income by stating that she earned \$65,000 per year. By the following day, the prospective renter heard back from Finders about arrangements to view the desired apartment.

35. Defendant Olivia Chesneau also texted the prospective renter directly stating that she would be the person to show the apartment.

36. While those conversations took place, Finders continued to ignore the text messages from this renter from the number where she had disclosed her voucher.

37. In each of these cases, the prospective renter sought an apartment within the limit of his or her voucher (in most cases, a CityFHEPS voucher). In many cases, the voucher would have covered 100% of the rent.

FHJC's Investigation Confirms Discrimination: Finders and Its Agents Repeatedly Deny Information and Opportunities to Potential Applicants Who Present with Housing Vouchers or Assistance

A. *April 2022 Test*

38. After receiving the initial complaint of lawful source of income discrimination, FHJC opened an investigation that same day into Finders's practices regarding prospective tenants' use of rent subsidy vouchers.

39. On April 20, 2022, at approximately 12:20 pm, a female FHJC tester ("Tester A") called the phone number for Defendant Long, the real estate broker identified on www.streeteasy.com, to inquire about the availability of apartment #2A at 59 Cooper Street in Inwood, Manhattan.

40. Defendant Long did not answer and the call went to her voicemail. The message stated that "to elicit a prompt response" the caller should send a text message to Defendant Long's number, and for "immediate reply," the caller should contact Finders's messaging service.

41. Approximately six minutes later, Tester A called Finders's general phone number to speak with somebody else at the agency. The call again went to voicemail. The message stated that for "quickest response," the caller should send a text message with their name and the apartment they are interested in.

42. After placing this call, Tester A received a text message from Finders stating the agency would "love to assist" her through its messaging service.

43. Tester A responded that she was interested in apartment #2A at 59 Cooper Street and asked whether it was still available.

44. Finders responded to Tester A by asking her to send her “name, move date, annual income and credit score.”

45. Tester A stated that she would prefer to speak with someone. Finders responded that she should continue to respond in the thread.

46. Approximately ten minutes later, Tester A called Defendant Long again. This time, Defendant Long answered.

47. Tester A told Defendant Long about her interest in 59 Cooper Street, Apt #2A. Defendant Long provided Tester A with information about the unit, which Defendant Long explained was actually at 61 Cooper Street, not 59 Cooper Street.

48. Defendant Long informed Tester A that the income requirement for the rental was 40x the renter’s monthly salary.

49. Tester A informed Defendant Long that she did not meet that requirement, but that she had a CityFHEPS voucher. Defendant Long told Tester A to text information about her voucher to Finders, and that Finders would then schedule a viewing appointment.

50. Defendant Long told Tester A that the initial recipient of her text messages would be the qualifying team. From there, she would be passed along to Prima, the scheduler. From there, the tester would view the apartment through one of Finders’s brokers.

51. Tester A promptly texted Finders like Defendant Long had instructed her to do. She provided information in the text about her CityFHEPS voucher.

52. Tester A received a response within minutes. On April 20, 2022, at 1:25 pm, Finders wrote: “Thank you! I’ll pass this on to the scheduling team, please wait for them and they will be in touch with you. All best in the search!”

53. Tester A never heard back from Finders after that text message. She followed up two days later, on April 22, to note that she had not heard from the scheduling team. Nobody from Finders acknowledged that message, and nobody from the scheduling team ever contacted Tester A.

54. On April 21, 2022, at 11:49 am, a male FHJC tester (“Tester B”), responded to a Finders advertisement on www.streeteasy.com for apartment #2A at 59 Cooper Street.

55. Tester B received a text message from Finders at approximately noon that same day. The message asked Tester B whether he would like to arrange a viewing. A few minutes later, Finders asked Tester B to provide his move date, annual income, and credit score.

56. Tester B posed as a prospective renter paying only with his income. He stated that he and his wife had a combined income of \$80,000 and that his credit score was slightly over 700 the last time he checked.

57. At 1:23 pm, Tester B was told that his information would be passed along to the scheduling team. Fourteen minutes later, at 1:37 pm, Tester B received a text message with a proposed time to view the apartment two days later.

58. Tester B informed Finders that his wife was available to view the apartment at the proposed time.

59. Tester B followed up with Finders the next day and was informed that the agent showing him the apartment would reach out by 10:00 am the following morning.

60. The following day – April 23, 2022 – Tester B received a text message at 10:58 am with Defendant Long’s name and contact information. Finders also informed Tester B that Defendant Long was available earlier in the day if Tester B wanted to move up his appointment.

61. At 11:42 am on April 23, a female FHJC tester (“Tester C”) texted Defendant Long to inform her that she would be viewing the apartment at 59 Cooper Street that her husband had arranged for her to see. Tester C and Defendant Long exchanged text messages regarding logistics.

62. Tester C met Defendant Long at approximately 5:00 pm on April 23, 2022. Defendant Long showed Tester C a two-bedroom apartment at 61 Cooper Street.

63. During the visit, Defendant Long provided Tester C with information about the apartment and answered Tester C’s questions about the space, rent, and application process.

B. *May 2022 Test*

64. FHJC continued its investigation of Finders approximately one month after conducting its initial tests.

65. On May 25, 2022, at approximately 1:00 pm, a male FHJC tester (“Tester D”) texted Finders to express his interest in apartment #3A at 156 East 116th in East Harlem. The apartment had been listed on the website renthop.com.

66. Finders asked Tester D to provide his move date, annual income, and credit score. Tester D replied that he was looking to move ASAP, earned \$56,000 per year, and had a credit score of 680.

67. Finders responded that it would pass along the information and that a member of the scheduling team would be in touch.

68. Tester D did not hear back from Finders that day, so he followed up at 2:38 pm the next day, May 26, 2022. At 9:41 am the following morning, May 27, 2022, Finders informed Tester D that the apartment had left the market quickly and that it had already been rented.

69. Tester D asked Finders three minutes later whether it had any other available studio apartments. Two hours later, Finders recommended a potential apartment at 3033 Wallace Avenue in the Bronx. The apartment was advertised on www.streeteasy.com, and Defendant Long was listed as the agent.

70. Tester D expressed interest in the apartment on Wallace Avenue and scheduled a visit for 2:00 pm the following Tuesday. Over the next few days, Tester D continued to exchange text messages with Finders. At one point, Finders informed Tester D that there was a pending application on the apartment and that his viewing therefore needed to be canceled. He was then informed two days later that the apartment was back on the market.

71. Eventually, Tester D was scheduled to see the apartment on Wallace Avenue at 12:30 pm on June 6, 2022. Defendant Long was the agent who showed him the apartment.

72. During the viewing, Defendant Long engaged in discussion with Tester D and provided information about the apartment, including the move-in date, rent, and application process.

73. Defendant Long informed Tester D that she knew that the superintended managed a handful of buildings in the area. She also informed Tester D that twelve people had already applied for the apartment and been rejected, and she offered examples for why that was the case.

74. Defendant Long provided Tester D with another address where she had three available units, and offered him advice on which applications were taken most seriously and how Tester D could apply successfully for an apartment.

75. During the time-period that Tester D was in regular contact with Finders, a female FHJC tester (“Tester E”) contacted FHJC about apartment #3A at 156 East 116th Street in East Harlem. Tester E submitted her inquiry on May 26, 2022, at 12:17 pm.

76. Finders responded promptly to Tester E asking for her move date, annual income, and credit score. Tester E provided the requested information – including an annual of \$26,500 and a credit score of 690. Tester E also disclosed that she had a CityFHEPS voucher for \$1,945. The apartment she was seeking had a monthly rent of \$1,400.

77. Two minutes after sending this information, Tester E received Finders’s stock response to prospective renters with vouchers: “To our knowledge, all of our landlords work with vouchers & programs. Let us confirm and get back to you. Have a great day!”

78. After receiving this response, Tester E followed up by text multiple times in an effort to see the apartment. She wrote twice on the same day as the initial text exchange; once the following day, May 27, 2022; twice on June 1, 2022; and once on June 7, 2022, asking in the last inquiry whether Finders had any apartments in her voucher range.

79. At one point, Tester E followed up with Finders about the apartment within 30 minutes of the time that Finders informed Tester D that the apartment had been rented and recommended an alternative apartment to Tester D.

80. Nobody from Finders ever responded to Tester E about the apartment or provided her with any information about that apartment or any other unit after she disclosed her voucher.

81. Approximately one hour after Tester E initially contacted Finders, a female FHJC tester (“Tester F”) sent Finders a text message expressing interest in apartment #3A at 156 East 116th Street. Finders sent Tester F its usual response seeking additional information.

82. Tester F informed Finders that she wanted to move ASAP, earned \$60,000 per year, and had a credit score of 655. Tester F was told that her information would be sent to the Finders scheduling team.

83. Tester F did not hear back from Finders initially, so she followed up on May 27 at 9:57 am. Finders informed Tester F at 10:38 am that the apartment had been rented quickly. Approximately three hours later, Finders informed Tester F of the one-bedroom unit at 3033 Wallace Avenue in the Bronx.

84. Finders sent this information to Tester F but did not send the same information to Tester E, who texted Finders to check in about her interest in an apartment two minutes before Tester F did the same.

85. Tester F did not respond to Finders, and she and Finders had no further communication.

C. *May-June 2022 Test*

86. On May 26, 2022, at 11:30, a male FHJC tester (“Tester G”) submitted a request via www.streeteasy.com to view apartment #C31 at 141 West 139th in Manhattan.

87. At 11:33 am, Tester G received an email response from Finders. The email suggested that Tester G text Finders right away with his name and the address of the vacancy that he was interested in.

88. Also at 11:33 am, Tester G received a text message from Finders asking whether he wished to arrange a viewing at 141 West 139th Street. Tester G confirmed his interest.

89. Finders responded and asked Tester G to provide his name, move date, annual income, and credit score. The message stated that once Tester G was prequalified, an agent would set up the viewing.

90. Tester G replied that he wished to move by the end of June at the latest, that his annual income was \$75,000, and that his credit was 720 last time he checked.

91. Finders responded six minutes later, at 12:07 pm, stating that it would pass along the information, and that Tester G should wait to hear from the scheduling team.

92. At 1:11 pm, Finders sent Tester G a text message asking whether he was free at noon the following day. Tester G responded that time would be perfect. Finders informed Tester G that an agent would be in touch with him.

93. At 2:02 pm, Finders sent Tester G a text message stating that the unit was no longer available. Finders informed Tester G that it would let him know when it had another unit available in the building.

94. On June 3, 2022, at 11:50 am, Tester G followed up to ask whether any one-bedroom apartments were available at 141 West 139th Street. At 12:19 pm, Finders responded that it had no units in that building, but suggested instead a one-bedroom apartment at 3033 Wallace. Finders also suggested a two-bedroom apartment at 133 West 145th Street, and sent Tester G a link to the www.streeteasy.com listing.

95. On June 6, 2022, at 11:11 am, Tester G expressed interest in the two-bedroom unit and asked whether he could view it. Finders responded at 11:45 am to offer a viewing the following day.

96. Tester G and Finders arranged a viewing for 12:45 pm on June 7, 2022.

97. On June 7, 2022, at 8:53 am, Defendant Chesneau sent Tester G a text message confirming his viewing for 1:30 pm that day. Tester G confirmed the time.

98. Tester G and Defendant Chesneau exchanged text messages when they arrived at the building, shortly before 1:00 pm.

99. During the viewing, Defendant Chesneau informed Tester G that units in the building were renting very quickly and that the “market is crazy.” She showed Tester G unit #62 – not unit #61, which he had expected to see – because unit #61 had already been rented.

100. Defendant Chesneau informed Tester G that heat and hot water were included and provided information about how to apply. She told Tester G to direct any questions about a broker’s fee to Defendant Long.

101. On June 8, 2022, at 1:05 pm, a female FHJC tester (“Tester H”) submitted a request through www.streeteasy.com to view apartment #61 at 133 West 145th Street.

102. At 1:18 pm, Tester H received an email response from Finders. The email suggested that Tester H text Finders right away with her name and the address of the vacancy she was interested in.

103. On June 8, 2022, at 1:17 pm, Tester H received a text message from Finders asking whether she wished to arrange a viewing of 133 West 145th Street, #61. Tester H confirmed her interest.

104. Finders responded and asked Tester H to provide her name, move date, annual income, and credit score. The message stated that once she was prequalified, an agent would set up the viewing.

105. Tester H replied at 1:49 pm that she wished to move as soon as possible, that her annual income was \$28,360, and that her credit was 708. Tester H stated that she planned to use a Section 8 voucher to pay the rent.

106. Finders responded at 2:04 pm with the following message: “Our agent’s schedules are quite tight today, but we will be back in touch here asap today with viewing availability. Thank you!”

107. Tester H followed up the next day, June 9, 2022, at 10:21 am. She noted that she had not heard back and asked about availability. Tester H followed up again at 2:20 pm and 4:44 pm that same day.

108. On June 9, 2022, at 1:53 pm, a female FHJC tester (“Tester I”) submitted a request through www.streeteasy.com to view apartment #61 at 133 West 145th Street.

109. At 3:59 pm, Tester I received an email response from Finders. The email suggested that Tester I text Finders right away with her name and the address of the vacancy she was interested in.

110. Also at 3:59 pm on June 9, 2022, Tester I received a text message from Finders asking whether she wished to arrange a viewing of 133 West 145th Street, #61. Tester I confirmed that she would like to arrange a viewing.

111. Finders responded and asked Tester I to provide her name, move date, annual income, and credit score. The message stated that once she was prequalified, an agent would set up the viewing.

112. Tester I replied at 4:32 pm that she preferred to move on July 1, that her income was \$77,000, and that her credit score was “around 650” last time she checked.

113. Finders thanked Tester I, and informed her at 4:38 pm that the scheduling team would return at 8:00 am the following morning.

114. One June 10, 2022, at 10:27 am, Tester I followed up about viewing the unit at 133 West 145th Street.

115. At 10:33 am, Finders asked Tester I whether she was available between 12-1 pm the following day. Tester I did not respond to the offer.

116. Despite offering Tester I a time to view the apartment, nobody from Finders responded to Tester H, who had texted Finders three times the preceding day to request the same opportunity.

D. June 2022 Tests

117. On June 3, 2022, at 11:09 am, a male FHJC tester (“Tester J”) attempted to call Defendant Long to inquire about an apartment she listed at 480 Concord Avenue in the Bronx.

118. Defendant Long did not answer the phone. Her voicemail recommended that the caller send her a text message or call the Finders phone number for a faster response.

119. At 11:17 am, Tester J called Finders and again received voicemail. The message directed Tester J to send a text message to the number with his name and the apartment he was interested in.

120. Within minutes of placing the call to Finders, Tester J received a text message stating that Finders would love to assist him through its messaging service and asking how Finders could help.

121. Tester J replied that he would like to schedule a time to view apartment #3G at 480 Concord in the Bronx.

122. Finders asked Tester J to provide his name, move date, annual income, and credit score. Tester J told Finders that his name was Scott, he wanted to move as soon as possible, his household income was \$97,000 per year, and his credit was 675.

123. Tester J received a response twelve minutes later that his information would be passed along to the scheduling team, which would be in touch with him.

124. A scheduler from Finders texted Tester J on June 5, 2022, at 11:41 am, offering to show the apartment the following day.

125. Tester J replied at 6:34 am the following morning, June 6, 2022, to say that he could not do that day but could do the following day.

126. Tester J received an automated reply that “The Listings Team @Finders.NYC” was offline, but that service would resume “at 8am sharp.” At 8:40 am that morning, Finders offered to schedule a viewing for 11:00 am the following day, June 7, 2022. Tester J agreed to that time, and Finders responded that he was all set.

127. At 8:33 am on June 8, 2022, Tester J received a text message from Defendant Chesneau informing him that she would show the apartment and confirming the appointment.

128. Tester J confirmed, and he and Defendant Chesneau exchanged text messages once he arrived.

129. During Tester J’s tour of the property at 480 Concord Avenue, Defendant Chesneau answered Tester J’s questions and provided Tester J information about, *inter alia*, rent, when the apartment would be available, amenities, and the application process for apartments.

130. Defendant Chesneau showed Tester J not only the apartment that Finders had advertised, apartment #3G, but also a second apartment in the building, apartment #3A, which had not yet been listed. Defendant Chesneau offered both apartments to Tester J as a prospective tenant.

131. Shortly after Tester J viewed the apartments, Defendant Chesneau texted him a link with the application.

132. At 9:10 am on June 8, 2022, a male FHJC tester (“Tester K”) sent Defendant Long a text message regarding the listing for apartment #3G at 480 Concord Avenue in the Bronx. Tester K stated that his name was Evan and that he was trying to reach Defendant Long.

133. At 9:29 am, Tester K received a text message from the Finders number. The message thanked Tester K for his inquiry about the two-bedroom unit at 480 Concord and asked whether he would like to schedule an appointment.

134. Tester K responded in the affirmative, and thanked Finders for the help.

135. Finders responded and asked Tester K to provide his name, move date, annual income, and credit score. The message stated that once he was prequalified, an agent would set up the viewing.

136. Tester K responded that he would like to move ASAP, earned \$52,000 per year, had a credit score of 730, and had a Section 8 voucher for \$2,527. The Section 8 voucher amount was more than the advertised rent for the unit, which was \$2,425.

137. Tester K asked Finders whether he could see the apartment on Thursday or Friday of that week.

138. At 6:12 pm, approximately seven hours after the initial text exchange, Finders asked Tester K for his name. Tester K responded at 9:37 am the next morning – on June 9, 2022 – that his name was Evan.

139. Tester K sent additional text messages at 9:40 am and 9:42 am, reminding Finders about his information, including that his credit score was 730 and that he had a Section 8 voucher for \$2,527.

140. Finders responded at 10:41 am with the following message: “Our agent’s schedules are quite tight today, but we will be back in touch here asap today with viewing availability. Thank you!”

141. Finders never communicated with Tester K again after sending the message in which it stated that it would be back in touch.

142. Tester K followed up about viewing the apartment on four occasions: on June 13, 2022 at 7:55 am; June 14, 2022 at 9:51 am; June 15, 2022 at 1:08 pm; and June 23, 2022 at 9:43 am. Other than one auto-reply stating that Finders was offline – and would be back online in five minutes – Finders ignored Tester K, and afforded no opportunity for him to view an apartment.

143. On June 14, 2022 at 8:30 am, a female FHJC tester (“Tester L”) sent Defendant Long a text message inquiring about apartment #3G at 480 Concord Avenue. Tester L asked Defendant Long whether the apartment was still available.

144. Fourteen minutes, at 8:44 am, Tester L received a text message from Finders following up on her inquiry to Defendant Long and asking whether she would like to view 480 Concord Avenue, apartment #3G.

145. Tester L responded immediately that she would like to see the apartment.

146. Finders asked Tester L to provide her name, move date, annual income, and credit score. Finders stated that Tester L would be scheduled once she was prequalified.

147. Tester L responded that she would like to move as soon as possible, that her household income was \$98,940, and that her credit score was 710.

148. Finders sent Tester L a text message at 1:00 pm that day offering to show the apartment the following day.

149. Notably, Finders sent Tester L this message approximately two hours after Tester K sent a follow-up text message to the same phone number requesting to view the apartment.

150. Tester L responded at 8:41 am on June 15, 2022, to say that she could not do a viewing that day but could the following day. Finders responded fifteen minutes later to schedule a viewing for 5:00 pm on the requested date. Tester L confirmed that time.

151. Finders scheduled this appointment for Tester L on the same date that it ignored another inquiry from Tester K.

152. On June 16, 2022, at 10:08 am, Defendant Chesneau sent Tester L a text message stating that she would be meeting Tester L and confirming their appointment. Tester L confirmed.

153. At 2:14 pm that same day, Defendant Chesneau texted Tester L to inform her that the apartment at 480 Concord had been rented to somebody else. Defendant Chesneau recommended three other listings in the area to Tester L and apologized for the inconvenience. Defendant Chesneau stated that the broker's fee for each suggested apartment was one month's rent.

154. Tester L responded "no Thank you" to the other listings, but stated that she would be in touch if she decided that she were interested.

155. FHJC also conducted a second test in June 2022.

156. On June 14, 2022, at 10:53 am, a male FHJC tester ("Tester M") sent a text message to Defendant Long expressing interest in apartment #2b at 1326 Chisholm Street in the Bronx, which was listed for \$1,900. The apartment was listed at www.streeteasy.com and identified Defendant Long and Defendant Avraham "Abe" Rosenberg as brokers.

157. Tester M asked Defendant Long whether he could visit the apartment that week. When Tester M did not hear back that day, he texted Defendant Long the following day to confirm that he had the right number and ask whether he could see the apartment.

158. On June 15, 2022, at 12:56 pm, Tester M sent a text message to Defendant Avraham Rosenberg asking about the same apartment.

159. Tester M received a form response, thanking him for contacting “Wings Management,” and suggesting that he text his name, unit number, and issue for the fastest response.

160. Tester M responded that he was trying to reach Defendant Rosenberg or Defendant Long about an apartment for rent at 1326 Chisholm Street.

161. On June 17, 2022, at 7:49 am, Tester M requested a tour of the apartment at 1326 Chisolm Street via www.streeteasy.com. He received a response via email from “listings@finders.nyc” at 8:13 am suggesting that he text right away to schedule a viewing.

162. On June 17, 2022, at 8:06 am, Tester M received a text message from Finders asking whether he would like to view the vacancy at 1326 Chisolm Street, #2B.

163. Tester M confirmed his interest, and Finders asked that he provide his name, move date, annual income, and credit score. Finders stated that Tester M would be scheduled with an agent once he was prequalified.

164. Tester M responded that he earns \$76,000 per year, would like to move ASAP, and had a credit score of 660 the last time he checked. Tester M received a response that Finders would pass along his information and that he would hear from the scheduling team.

165. On June 21, 2022, at 1:48 pm, Finders sent Tester M a text apologizing for the delay and asking whether he was available to view the apartment the following day.

166. On June 22, 2022, at 10:17 am, Tester M responded that he was not free that day, and asked about availability the following day.

167. On June 23, 2022, at 9:29 am, Finders asked whether Tester M could view the apartment on Monday (four days later) at 5:00 pm. Tester M confirmed that time worked.

168. On June 27, 2022, at 12:39 pm, Finders sent Tester M a text message to confirm his viewing for 5:00 pm that day. Tester M confirmed.

169. Finders instructed Tester M as follows: “Please text 718 427 1841 to let our director Abe know you have arrived.”

170. Tester M had a conflict at 5:00 pm on June 27, so a different male FHJC tester (“Tester N”) identified himself with the same name and viewed the apartment in place of Tester M.

171. Tester N sent Defendant Rosenberg a text message at 4:51 pm on June 27, stating that he was running late. When Tester N eventually texted Defendant Rosenberg to say that he was outside, Defendant Rosenberg told Tester N to call him.

172. Tester N called Defendant Rosenberg, and Defendant Rosenberg provided a code for the intercom to gain admission into the building.

173. A couple greeted Tester N inside the building, and Tester N viewed the apartment on his own.

174. On June 17, 2022, at 8:58 am – approximately one hour after Tester M submitted a request to Finders – a male FHJC tester (“Tester O”) submitted a request through www.streeteasy.com to view apartment #2B at 1326 Chisolm Street in the Bronx.

175. Tester O received a response from Finders, via email, at 9:06 am. The email suggested that Tester O text Finders right away with his name and the address of the vacancy that he was interested in.

176. Also at 9:06 am, Tester O received a text message from Finders asking whether he wished to arrange a viewing at 1326 Chisolm Street. Tester O responded that he was interested and liked the way the apartment looks.

177. Finders asked Tester O to provide his name, move date, annual income, and credit score. Finders stated that Tester O would be scheduled with an agent once he was prequalified.

178. Tester O responded that he would like to move “very soon, ideally end of this month or beginning of next.” He stated that he had CityFHEPS voucher that would cover 100% of his rent up to \$2,218, and that his credit was 685.

179. The listed rent for the unit was \$1,900, below the limit of Tester O’s voucher.

180. Tester O received a response twelve minutes later: “To our knowledge, all of our landlords work with vouchers & programs. Let us confirm and get back to you. Have a great day!”

181. Tester O thanked Finders for the response and stated that he looked forward to hearing back.

182. Finders did not communicate again with Tester O despite its representation that it would do so.

183. On June 22, 2022, at 5:21 pm, Tester O followed up about the apartment and noted that he had not heard anything.

184. On June 23, 2022, at 1:28 pm, Tester O followed up again. He noted that his CityFHEPS voucher would cover 100% of his rent. Finders did not reply.

185. On that same date – June 23, 2022 – Finders actively corresponded with Tester M, who sought an apartment based solely on his income, and arranged for Tester M to view the Chisolm Street apartment four days later.

E. *October-November 2022 Test*

186. At some point after the June 2022 tests, FHJC observed that Finders had stopped listing apartments, or linking to listings of apartments, directly on its website. At the same time,

Finders continued to list apartments on third-party websites and it appeared that Finders remained active in the rental market.

187. FHJC conducted a test in October and November of 2022 to confirm that Finders still operated.

188. On October 18, 2022, at 12:50 pm, a female FHJC tester (“Tester P”) called Finders. The call went to voicemail.

189. Two minutes later, Tester P received a text message from Finders stating the agency would “love to assist” her through its messaging service.

190. Tester P responded that she was interested in apartment #1B at 458 Cyrus Place in the Bronx, and asked whether it was still available. The apartment had been listed at www.streeteasy.com, with Defendant Long as the agent.

191. Finders asked Tester P to send her name, move date, annual income, and credit score.

192. Tester P replied that she wished to move as soon as possible, and by mid-November if possible, that her household combined income was \$88,000, and that her credit score was in the 700s.

193. Finders informed Tester P that an agent would be in touch directly to schedule a viewing. Finders confirmed Tester P’s name, and wished her a lovely afternoon.

194. Tester P followed up the next day, and Finders informed her that it had not yet arranged its next block of viewings for the building.

195. Tester P followed up on October 21, 2022, to inform Finders that she wished to view the apartment at 458 Cyrus Place that day or over the weekend.

196. Finders responded to Tester P on November 3, 2022, offering to show the apartment that day. On November 4, 2022, Tester P and Finders exchanged text messages and arranged a viewing for November 5, 2022. That same day, Finders informed Tester P that an agent had canceled that day and the agency therefore could not show the property.

197. Over the next two days, Tester P and Finders arranged a viewing for November 7, 2022, at 4:00 pm. Finders advised Tester P to contact Finders's "building supervisor Ernesto" when Tester P arrived at the building.

198. As instructed, Tester P texted Ernesto on November 7 at 3:58 pm when she arrived at the building.

199. Tester P viewed two apartments at the Cyrus Place address. She was told by Ernesto and a man named Armando that multiple units were available in the building. They also directed Tester P to follow up with Defendant Long with any questions.

200. On November 8, 2022, at 1:28 pm, Tester P exchanged text messages with Defendant Long about apartment #1B at 458 Cyrus Place.

201. Defendant Long sent Tester P an application for the apartment and instructions on what information to provide. She also confirmed the rent, lease length, and application fee.

202. Tester P's experience was consistent with that of the testers before her who posed as prospective tenants seeking to rent based solely on their own income. Like with those testers, Defendant Long and other employees and/or agents of Finders were responsive, encouraging, and helpful in assisting with the apartment search process. Finders routinely scheduled viewings for the earliest available date and suggested new apartments and options when the original apartment was no longer available.

203. In stark contrast, tenants who have rental subsidies are given the cold shoulder, not told about available apartments that meet their criteria, and brushed aside dismissively.

204. Defendants appear routinely to engage in behavior that obstructs, discourages, or otherwise denies those who have housing subsidies or vouchers from obtaining housing. Such discriminatory behavior is not only unlawful, but causes widespread barriers to those who receive such assistance and are in desperate need of housing.

205. Defendants' behavior also specifically caused harm to FHJC by causing it to divert significant and specific resources in terms of staff time and expenses towards investigating. Defendants caused FHJC to conduct the aforementioned tests in lieu of doing other affirmative work and frustrated FHJC's mission by undermining its efforts to educate the public at large about their rights and ensure a non-discriminatory housing market.

FIRST CAUSE OF ACTION
Violations of the New York City Human Rights Law
(Lawful Source of Income Discrimination)

206. Each of the foregoing paragraphs is hereby repeated and incorporated by reference as if fully set forth herein.

207. New York City Administrative Code § 8-102(25) defines the term "lawful source of income" to include "income derived from social security, or any form of federal, state or local public assistance or housing assistance including, but not limited to, section 8 vouchers."

208. CityFHEPS and Section 8 vouchers are included within the New York City Human Rights Law's ("HRL") definition of "lawful source of income."

209. Defendants' conduct as described above constitutes an unlawful discriminatory practice to refuse to sell, rent, or lease, refuse to negotiate for the rental or lease, represent that a housing accommodation is not available for rental or lease when in fact it is available, or

otherwise withhold a housing accommodation because of lawful source of income, in violation of New York City Administrative Code § 8-107(5)(c)(1).

210. Defendants' written and oral statements to prospective tenants, as described above, constitute the declaring, printing, or causing to be declared or printed a statement or advertisement or the making of an inquiry in connection with the prospective rental or lease of a housing accommodation which expresses, directly or indirectly, a limitation, specification or discrimination as to lawful source of income, in violation of New York City Administrative Code § 8-107(5)(c)(2).

211. Defendants have a policy or practice of discriminating against prospective tenants because of their lawful source of income.

212. Defendants' conduct as set forth above constitutes aiding or abetting the doing of acts forbidden by the HRL in violation of New York City Administrative Code § 8-107(6).

213. Defendants plainly knew that their conduct was unlawful as evidenced by their carefully orchestrated scheme to mislead prospective tenants by suggesting compliance with legal requirements while systematically denying housing opportunities to prospective tenants with vouchers.

214. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages alleged herein.

215. Accordingly, under New York City Administrative Code § 8-502(a) and (g), Plaintiff is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

216. Pursuant to New York City Administrative Code § 8-502(c), Plaintiff will serve a copy of this complaint upon the City Commission on Human Rights and Corporation Counsel within ten days of commencing the action.

SECOND CAUSE OF ACTION
Violations of the New York State Executive Law
(Lawful Source of Income Discrimination)

217. Each of the foregoing paragraphs is hereby repeated and incorporated by reference as if fully set forth herein.

218. New York Executive Law § 292(36) defines the term “lawful source of income” to include “any form of federal, state, or local public assistance or housing assistance including, but not limited to, section 8 vouchers, or any other form of housing assistance payment or credit whether or not such income or credit is paid or attributed directly to a landlord, and any other forms of lawful income.”

219. CityFHEPS and Section 8 vouchers are included within the Executive Law’s definition of “lawful source of income.”

220. Defendants’ conduct as described above constitutes an unlawful discriminatory practice to refuse to sell, rent, or lease, represent that a housing accommodation is not available for rental or lease when in fact it is available, or otherwise withhold a housing accommodation because of lawful source of income, in violation of New York Executive Law § 296(5)(a)(1).

221. Defendants’ written and oral statements to prospective tenants, as described above, constitute the printing or circulating of a statement, advertisement, or publication or the making of an inquiry in connection with the prospective rental or lease of a housing accommodation which expresses, directly or indirectly, a limitation, specification or

discrimination as to lawful source of income, in violation of New York Executive Law § 296(5)(a)(3).

222. Defendants have a policy or practice of discriminating against prospective tenants because of their lawful source of income.

223. Defendants' conduct as set forth above constitutes aiding or abetting the doing of acts forbidden by the New York State Human Rights Law in violation of New York Executive Law § 296(6).

224. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages alleged herein.

225. Accordingly, under New York Executive Law §§ 297(9) and (10), Plaintiff is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief:

- A. Temporarily, preliminarily, and permanently enjoining Defendants from engaging in lawful source of income discrimination;
- B. Ensuring that Defendants undertake to assist past and future prospective tenants who receive income subsidies, including without limitation the complainants who reported discrimination to FHJC or other fair housing advocates;
- C. Awarding compensatory damages to FHJC and past prospective tenants who were subjected to lawful source of income discrimination in an amount to be determined at trial;
- D. Awarding punitive damages pursuant to New York City Administrative Code § 8-502(a) and Executive Law § 297(9);

E. Awarding Plaintiff's attorneys' fees and costs pursuant to New York City Administrative Code § 8-502(g) and Executive Law § 297(10); and

F. Awarding interest and such other and further relief as this Court deems just, proper, and equitable.

DATED: New York, New York
January 12, 2023

Respectfully submitted,

CUTI HECKER WANG LLP

By: 
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New York, New York 10007
(212) 620-2600

*Attorneys for Plaintiff Fair Housing
Justice Center, Inc.*

VERIFICATION

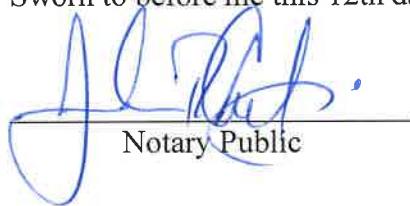
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Alexander Goldenberg, Esq., and attorney admitted to practice in the State of New York, being duly sworn, deposes and says:

I am an attorney for Plaintiff Fair Housing Justice Center, Inc. in the within proceeding; I make this verification pursuant to CPLR 3020(d)(3); I have read the foregoing Complaint and know the contents thereof; and the same is true to the best of my own knowledge, except as to the matters stated to be alleged on information and belief, and as to those matters, I believe them to be true.


Alexander Goldenberg

Sworn to before me this 12th day of January, 2023


Notary Public

JOHN R. CUTI
Notary Public, State of New York
No. 02GU6035446
Qualified in New York County
Commission Expires Feb. 8, 2026