

**CV 13-4821**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

ERASE RACISM; FAIR HOUSING JUSTICE  
CENTER, INC.; LISA DARDEN; L.B.  
WILLIAMS; and INGA BALLARD,

Plaintiffs,

v.

LLR REALTY, LLC; and JORGE AGUDELO,

Defendants.

Civ. \_\_\_\_\_

**COMPLAINT**

**SPATT, J.**

**BROWN, M. J.**

FILED  
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U.S. DISTRICT COURT  
EASTERN DISTRICT  
OF NEW YORK

Plaintiffs ERASE Racism, Fair Housing Justice Center, Inc. (“FHJC”); Lisa Darden; L.B. Williams; and Inga Ballard (collectively, “Plaintiffs”), by their attorneys Emery Celli Brinckerhoff & Abady LLP, for their Complaint against Defendants LLR Realty, LLC and Jorge Agudelo (collectively, “Defendants”) allege as follows:

**INTRODUCTION**

1. The “Apartment For Rent” sign posted at the front door of Town House Apartments, one of the largest rental buildings in Mineola, New York, does not disclose that if you are an African American renter, you will not be shown an apartment, will be quoted a higher monthly rent, will not be shown newly remodeled apartments for rent, and/or will be told to call back a month or more later because there are people waiting ahead of you for the next available apartment.

2. Defendants, the owner and manager of Town House Apartments, are denying African American renters the opportunity to live in a Nassau County community with good public schools, close proximity to a Long Island Railroad station, and access to private and

public employers, government services, retail stores, and health care, including Winthrop University Hospital.

3. In 2012, ERASE Racism and FHJC conducted an investigation by, among other things, sending white and African American testers to Town House Apartments to inquire about apartments for rent. These two civil rights organizations, along with three African American testers who were treated less favorably than their white counterparts, file this action to halt and reform Defendants' discriminatory practices.

#### **JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1343, 28 U.S.C. § 2201 and 42 U.S.C. § 3613. This Court has supplemental jurisdiction over the Nassau County law claims pursuant to 28 U.S.C. § 1367.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant LLR Realty, LLC is located and conducts business in the District; Defendant Agudelo resides in the District. In addition, venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rising to the claims occurred in this District.

#### **THE PARTIES**

6. ERASE Racism is a non-profit organization based in the District with an office in Nassau County, New York. ERASE Racism is dedicated to exposing and eliminating racial disparities, particularly in the areas of housing, community development, public education, and health. To address institutional and structural racism, ERASE Racism uses research, education, policy advocacy, and civic engagement. ERASE Racism expended staff time and resources to investigate Defendants' conduct. This diverted resources away from other activities.

Additionally, Defendants' discriminatory rental practices frustrated ERASE Racism's mission to eradicate racial disparities and inequalities in housing by, among other things, making apartments for rent unavailable to African Americans because of race and color.

7. The FHJC is a non-profit New York City-based organization dedicated to ensuring that all people have equal access to housing opportunities in the New York City region<sup>1</sup> by eliminating housing discrimination and creating open, accessible, and inclusive communities. FHJC expended staff time and other resources to investigate and respond to the discriminatory rental practices at the building owned and managed by Defendants. This investigation diverted resources away from other FHJC activities. Furthermore, Defendants' discriminatory rental practices frustrated FHJC's mission to ensure that all people have equal access to housing opportunities in the New York City region by, among other things, making apartments for rent unavailable to African Americans because of race and color.

8. Lisa Darden is an African American woman who resides in New York, New York and during all relevant times was employed as a tester by FHJC. On September 11, 2012, Ms. Darden met with Defendant Agudelo, an employee and/or agent of Defendant LLR Realty, LLC, to inquire about the availability of rental units at Town House Apartments in Mineola, New York.

9. L.B. Williams is an African American man who resides in New York, New York and during all relevant times was employed as a tester by FHJC. On September 10, 2012, Mr. Williams met with Defendant Agudelo to inquire about the availability of rental units at Town House Apartments in Mineola, New York.

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<sup>1</sup> FHJC serves the New York counties of Nassau, Suffolk, Westchester, Dutchess, Orange, Putnam, and Rockland, as well as the five boroughs of New York City.

10. Inga Ballard is an African American woman who resides in New York, New York and during all relevant times was employed as a tester by FHJC. On October 12, 2012, Ms. Ballard met with Defendant Agudelo to inquire about the availability of rental units at Town House Apartments in Mineola, New York.

11. Upon information and belief, LLR Realty, LLC is a New York corporation with its principal place of business located in Port Washington, New York. Upon information and belief, Defendant LLR Realty, LLC is the owner and lessor of Town House Apartments, a multi-family rental building located at 225 First Street, Mineola, New York (“Town House”).

12. During all relevant times, Defendant Jorge Agudelo worked as the building superintendent for Town House. As part of his responsibilities, Mr. Agudelo provides information about units for rent to prospective applicants, shows apartments, and quotes rental amounts. Upon information and belief, Mr. Agudelo was at all times acting as the employee, agent, and/or representative of Defendant LLR Realty, LLC, the owner of Town House.

### **FACTUAL BACKGROUND**

13. Town House is a 74-unit rental building located in Mineola, New York in Nassau County. It is one of the largest rental buildings in Mineola, a community where approximately 60% of the housing units are single-family detached homes.

14. According to the American Community Survey 2006-2010 (US Census), less than 2% of Mineola’s population is African American compared to 11% and 9% of Nassau County’s and Long Island’s population, respectively.<sup>2</sup> While there are more than 2000 rental units in Mineola, only 4% of them are occupied by African American households. In contrast,

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<sup>2</sup> For purposes of this Complaint, “Long Island” is defined as Nassau and Suffolk Counties.

18% of rental units in Nassau County and 15% of rental units on Long Island are occupied by African Americans.

15. Town House is located two blocks from a Long Island Railroad station, across the street from Winthrop University Hospital, a major local employer, and within walking distance to many Nassau County government offices, including civil and criminal courts. Town House is close to public bus service and enjoys easy freeway access to other locations in Nassau County, including the Roosevelt Field Mall, a major retail center with employment opportunities. Town House is located within blocks of the Hampton Street Elementary School and a short bus ride from the Mineola Middle School and Mineola High School. Mineola is also home to Chaminade High School, a private Catholic high school.

16. Mineola's public school district has a high school graduation rate of 98%. Of its 2011-2012 graduates, almost 90% planned to attend college. Based on fourth grade and eighth grade test scores, Mineola's public school students score above New York statewide scores. The school district is considered by the New York State Department of Education to be a "low-needs" school district.

17. After researching housing patterns and educational opportunities in Mineola, ERASE Racism asked FHJC to conduct a testing investigation at Town House. The investigation was conducted from August to October 2012 to determine whether comparably qualified African American and white prospective renters received the same information, service, treatment, and access to available rental housing.

18. Throughout the entire testing investigation an "Apartment for Rent" sign was posted at the front door of Town House.

## ERASE Racism

19. Among other things, ERASE Racism researches and documents the extent to which access to housing and racially segregated housing negatively influences access to other opportunities, including quality education.

20. Since ERASE Racism began working on housing issues in 2001, it has identified noncompliance with existing fair housing laws across Long Island as among the primary factors contributing to the continuation of residential segregation in the region. In response to high levels of segregation and noncompliance with fair housing laws, ERASE Racism began to engage in multiple activities to improve fair housing compliance, through: (1) research and education; (2) advocacy to enact new local fair housing laws; (3) participation in regional economic councils responsible for allocating funds for economic and community development; and (4) discussions with state, county, and local officials to emphasize the need for fair housing enforcement.

21. At its first conference, held in 2002, ERASE Racism released maps showing that, as a result of housing segregation, the vast majority of African American and Hispanic children living on Long Island are funneled into fourteen school districts, almost all of which were low-performing and classified by the New York State Department of Education as “high-need.” This finding led ERASE Racism to research residential housing patterns and in 2005, to publish *Long Island Fair Housing: A State of Inequity*, which detailed the evidence of segregation and how it is maintained. This publication enabled ERASE Racism to press for adoption of local fair housing legislation in Nassau County.

22. In 2006, Nassau County adopted a fair housing ordinance, effective 2007, which gave the government expanded authority to eliminate discrimination and reduce racial

segregation in the County. The ordinance provided authority to the County Human Rights Commission to initiate its own discrimination complaints and to seek injunctive relief in court. The Nassau County Attorney was granted authority to file administrative complaints with the Commission and lawsuits in court.

23. Despite the passage of the Nassau County fair housing ordinance, the County and its Human Rights Commission have done little to effect change in housing patterns to afford African American families access to high opportunity communities, like Mineola, with quality public schools, transportation, and jobs. Specifically, the County Human Rights Commission has not initiated any of its own complaints and has not sought any injunctive relief in court. The County Attorney's office also has not filed any administrative complaints with the Commission or filed any lawsuits in court alleging housing discrimination.

24. ERASE Racism continued to document the failure of fair housing enforcement with its 2009 publication of *The Racial Equity Report Card: Fair Housing on Long Island*. ERASE Racism also reviewed Nassau County's 2011 Analysis of Impediments ("AI"), a report by the County of its efforts to identify and ameliorate segregation in communities, which is a condition of receipt of federal funds. Although Nassau County has a duty to "affirmatively further fair housing," the County's AI lacks specific plans to prevent and eliminate future housing discrimination and is devoid of any strategy to tackle current residential segregation.

25. In light of the conditions described in Paragraphs 20 through 24 of this Complaint, ERASE Racism concluded that fair housing enforcement was not a Nassau County priority and began to look for other means to eliminate housing discrimination and ameliorate the pattern of housing segregation that has kept African American residents concentrated into just a

few localities and out of high opportunity communities with access to high performing public schools, such as Mineola.

26. In 2012, ERASE Racism diverted funds from its education and public policy work to contract with FHJC to conduct a fair housing testing investigation at Town House Apartments in the County seat of Nassau County: Mineola, New York.

**Fair Housing Justice Center, Inc.**

27. Among other activities, FHJC (a) provides information to the public and other nonprofit organizations in the New York City regional area about fair housing laws, (b) provides intake counseling to individuals and organizations with allegations of housing discrimination, (c) conducts testing and other investigations of allegations of housing discrimination, (d) makes legal referrals to cooperating attorneys, (e) assists with the preparation and filing of administrative housing discrimination complaints, and (f) provides post-referral litigation support services. FHJC provides these services free of charge and without regard to income.

28. FHJC also conducts testing investigations for government law enforcement agencies, provides technical assistance to nonprofit organizations engaging in fair housing enforcement activities, and engages in policy initiatives that further FHJC's mission, including the publication and dissemination of reports and educational materials.

29. 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 companies, agents, and others to determine whether illegal housing discrimination is taking place.

30. During all times relevant to this Complaint, Plaintiffs Darden, Williams and Ballard, as well as all the white testers sent to Town House, were employed as testers by FHJC. Prior to conducting the tests at Town House, Plaintiffs Darden, Williams, and Ballard, as well as all the white testers sent to Town House, received training from FHJC, which included instructions on conducting tests, preparing tester report forms, and using concealed digital audio recorders during tests.

31. FHJC, through three of its African American employees, was provided untruthful information by Defendants about apartments available for inspection or rent based on race or color in violation of local and federal fair housing laws.

**Test 1: August 30 - September 10, 2012**

32. FHJC sent a white tester to Town House on August 30, 2012 to inquire whether apartments were available to rent. The white tester spoke with Defendant Agudelo, who upon information and belief was the building superintendent at Town House. Defendant Agudelo told the white tester that there was a one-bedroom apartment available on September 1 and the monthly rent was \$1,675. Defendant Agudelo showed a vacant one-bedroom apartment, Unit #2G, to the white tester. Defendant Agudelo told the white tester that although Town House was managed by a company in Port Washington, New York, the tester should “just deal with [Defendant Agudelo].”

33. L.B. Williams, sent by FHJC to Town House on September 10, 2012 at approximately 11:04 a.m., met with Defendant Agudelo and inquired whether there was a one-bedroom apartment available to rent at Town House. Defendant Agudelo told Mr. Williams that there was no apartment currently available, but there might be one next month on the third floor. Mr. Williams asked how much the rent would be for the third floor apartment, to which

Defendant Agudelo responded that it was \$1,725 per month. Mr. Williams asked if he could look at the apartment that might be available the next month and Defendant Agudelo said no. When Mr. Williams asked if there was a waiting list for the apartment, Defendant Agudelo answered that he “had people waiting,” and told Mr. Williams to call him later about the apartment.

34. A white tester sent by FHJC to Town House on the same day, September 10, 2012, approximately four hours after Mr. Williams, met with Defendant Agudelo and inquired whether a one-bedroom apartment was available to rent. Defendant Agudelo said there was and showed the white tester a vacant one-bedroom apartment, Unit #3J. Defendant Agudelo told the white tester that the apartment was immediately available to rent and volunteered that the rent was \$1,675 per month.

35. In summary, Defendant Agudelo lied to Mr. Williams when he told him that there were no one-bedroom apartments currently available to rent at Town House, that the monthly rent for a potentially available one-bedroom apartment would be \$1,725, and that there were people already waiting for the apartment. In sharp contrast, later the same day, Defendant Agudelo told a white tester that a vacant one-bedroom apartment was available to rent immediately and showed it to him. Defendant Agudelo told the white tester that the monthly rent was \$1,675, \$50 less per month than the rent quoted to Mr. Williams and did not mention any waiting list. Defendant Agudelo also told a white tester who visited approximately ten days earlier than Mr. Williams that an apartment was available to rent, showed the tester a vacant one-bedroom apartment, and told the tester that the rent was \$1,675 per month, again \$50 less per month than the rent quoted to Mr. Williams.

**Test 2: September 11, 2012**

36. Lisa Darden, sent by FHJC to Town House on September 11, 2012 at approximately 12:10 p.m., met with Defendant Agudelo and inquired in the presence of a woman who was not African American and who appeared to be a Town House resident, whether a one-bedroom apartment was available to rent. Defendant Agudelo said that there was a one-bedroom apartment available for \$1,750 per month. When Ms. Darden responded that her maximum budget was \$1,700, Defendant Agudelo said that the price was firm. Ms. Darden asked if there was another apartment available for less rent and was told by Defendant Agudelo that there might be an apartment available the next month and that “everything is through me.” Ms. Darden asked if there was a waiting list and Defendant Agudelo replied that there were three people waiting for the apartment. Defendant Agudelo told Ms. Darden that she should call or come back in a month.

37. A white tester sent by FHJC to Town House on the same day as Ms. Darden met with Defendant Agudelo approximately two hours later and inquired whether there was a one-bedroom apartment available for rent for October 1. Defendant Agudelo said that there were two one-bedroom apartments available. Without being asked, Defendant Agudelo offered to show the white tester both apartments. Defendant Agudelo then showed the white tester Unit #2G, and told her the monthly rent was \$1,675. Defendant Agudelo also showed the white tester Unit #3J and told her the monthly rent was \$1,700. While showing her the second apartment, Defendant Agudelo indicated to the white tester that the rent was negotiable and did not mention any waiting list. Defendant Agudelo told the white tester that Unit #2G was available for October 1 and Unit #3J for October 15, after he painted the apartment.

38. In summary, Defendant Agudelo immediately showed the white tester two available vacant apartments, one for \$1,675 per month and the other for \$1,700 per month. In contrast, Defendant Agudelo lied to Ms. Darden and told her that he only had one apartment available to rent, did not offer to show her any apartment, and quoted her a higher rent for the apartment at \$1,750 per month, \$50 to \$75 more than the rents he quoted to the white tester on the same day. Defendant Agudelo offered to negotiate the rent with the white tester, but told Ms. Darden the amount of rent he quoted was firm. Defendant Agudelo did not mention a waiting list to the white tester, but told Ms. Darden that there were three people waiting for the apartment.

**Test 3: October 9-13, 2012**

39. A white tester sent by FHJC to Town House on October 9, 2012 at approximately 6:00 p.m. met with Defendant Agudelo and inquired whether apartments were available to rent for November 1 or sooner. Defendant Agudelo responded in the affirmative and showed the white tester Unit #2G, a vacant one-bedroom apartment. Defendant Agudelo told the white tester that the rent was \$1,650 per month for Unit #2G. The white tester asked if there was any other apartment available and Defendant Agudelo said that there was and offered to show her Unit #3J. Defendant Agudelo told the white tester that the rent for Unit #3J was \$1,700 and showed her the vacant apartment. Defendant Agudelo told the white tester that he had just painted and remodeled Unit #3J, and that it was a “little better” and had a “better kitchen” than Unit #2G. Defendant Agudelo asked when the white tester would get back to him and told her that he was around throughout the day for her to come back. Defendant Agudelo told the white tester to write down Agudelo’s phone number and reiterated his name. When the white tester

asked if there had been a lot of interest in the apartments, Defendant Agudelo responded that there was some, but did not say there were any people waiting ahead of the white tester.

40. Inga Ballard, sent by FHJC to Town House the next day, on October 10, 2012, to inquire whether apartments were available for rent, spoke to a man named Guillermo. Upon information and belief, Guillermo works as a maintenance person at the building. Guillermo told Ms. Ballard that the building superintendent, Defendant Agudelo, was not there and that Ms. Ballard needed to speak to Defendant Agudelo to obtain information about apartments.

41. Ms. Ballard returned to Town House two days later, on October 12, 2012 at approximately 12:58 p.m. After being buzzed into the building, Ms. Ballard saw Guillermo in the lobby and reminded him that they met the other day. Guillermo waited in the lobby with Ms. Ballard until Defendant Agudelo arrived.

42. In front of Guillermo, Ms. Ballard asked Defendant Agudelo whether any one-bedroom apartments were available to rent at Town House. Defendant Agudelo told Ms. Ballard that he had one apartment available. Ms. Ballard asked Defendant Agudelo if she could see the apartment and he showed her Unit #2G. Defendant Agudelo did not tell Ms. Ballard about or show her Unit #3J. Defendant Agudelo told Ms. Ballard that “everything is through” him, that even though there was a realty company, she should go to him directly and not deal with the realty company, and that he was “the one who controls” the rentals.

43. The same white tester who met with Defendant Agudelo on October 9, 2012 returned to Town House on October 12, 2012, approximately four hours after Ms. Ballard’s visit. The white tester met with Defendant Agudelo and asked if Unit #3J, the apartment Ms. Ballard was not told about, was still available for rent. Defendant Agudelo said that it was and

told the white tester to come back the next day to fill out an application and to bring two checks for \$1,700 if she was interested in renting the apartment.

44. In summary, Defendant Agudelo lied to Ms. Ballard about the number of one-bedroom apartments available to rent at Townhouse: he told her only Unit #2G was available to rent, when in fact Unit #3J was also available to rent. Defendant Agudelo showed the white tester two apartments while he only showed one apartment to Ms. Ballard. By his own description, Defendant Agudelo showed Ms. Ballard the inferior apartment of the two he had available, i.e., the one that had not been recently remodeled.

### INJURY TO PLAINTIFFS

45. As a result of the illegal and discriminatory actions described above, Defendants have directly and substantially injured Plaintiffs ERASE Racism and FHJC by frustrating their missions of creating communities free of segregation and unequal housing opportunities for African Americans.

46. ERASE Racism and FHJC have also been injured by diverting scarce resources to identify and counteract Defendants' unlawful housing practices. Those resources could have been used to provide services, conduct educational activities, research, and policy advocacy instead of countering Defendants' discriminatory conduct.

47. Defendants' discriminatory conduct perpetuates residential segregation in Mineola and frustrates ERASE Racism's and FHJC's missions by preventing African Americans from living at Town House.

48. Until these violations are remedied, Defendants' illegal and discriminatory actions will continue to injure ERASE Racism and FHJC by, *inter alia*,

- a. interfering with efforts and programs intended to bring about equality of opportunity in housing;
- b. requiring the commitment of scarce resources, including significant staff time and funding to investigate and counter the Defendants' illegal conduct, thus diverting those resources from other activities, such as education, outreach, counseling, and policy advocacy; and
- c. frustrating organizational missions and goals of promoting the equal availability of housing to all persons without regard to race or color.

49. By reason of the foregoing, Plaintiffs Darden, Williams, and Ballard have suffered a loss of civil rights and other damages, including emotional distress, humiliation, and embarrassment.

**FIRST CAUSE OF ACTION**  
**Fair Housing Act – § 3604(d)**

50. Plaintiffs repeat and reallege the foregoing paragraphs of their Complaint as though fully set forth herein.

51. Town House and the residential apartments contained within the building are “dwellings” as defined by the Fair Housing Act to include “any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families.” 42 U.S.C. § 3602(b).

52. Defendants' conduct, as described above, constitutes representations made because of race or color that a dwelling is not available for inspection or rent when such dwelling was in fact so available, in violation of the Fair Housing Act, 42 U.S.C. § 3604(d). This

provision includes “limiting information, by word or conduct, regarding suitably priced dwellings available for inspection, sale or rental” because of race or color. 28 C.F.R. Part 100.80(b)(4).

53. Defendants’ conduct, as described above, was intentional, willful, and made in disregard for the rights of others.

54. Plaintiffs are “aggrieved persons” as defined by the Fair Housing Act because they have been injured by Defendants’ discriminatory housing practices. 42 U.S.C. § 3602(i).

55. Pursuant to 42 U.S.C. § 3613(c), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys’ fees and costs.

**SECOND CAUSE OF ACTION**  
**Fair Housing Act – § 3604(b)**

56. Plaintiffs repeat and reallege the foregoing paragraphs of their Complaint as though fully set forth herein.

57. Town House and the residential apartments contained within the building are “dwellings” as defined by the Fair Housing Act to include “any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families.” 42 U.S.C. § 3602(b).

58. Defendants’ conduct, as described above, constitutes discrimination against any person in the terms, conditions, or privileges of rental of a dwelling because of race or color, in violation of the Fair Housing Act, 42 U.S.C. § 3604(b).

59. Defendants’ conduct as described above was intentional, willful, and made in disregard for the rights of others.

60. Plaintiffs are “aggrieved persons” as defined by the Fair Housing Act because they have been injured by Defendants’ discriminatory housing practices. 42 U.S.C. § 3602(i).

61. Pursuant to 42 U.S.C. § 3613(c), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys’ fees and costs.

**THIRD CAUSE OF ACTION**  
**Nassau County Human Rights Law - § 21-9.7(c)(1)**

62. Plaintiffs repeat and reallege the foregoing paragraphs of their Complaint as though fully set forth herein.

63. Defendant LLR Realty, LLC, is the owner and lessor of Town House, a “housing accommodation” as defined by § 21-9.7(b)(5) of the Nassau County Administrative Code to include “a building . . . designed to be used or occupied as the home, residence or sleeping place of one or more human beings . . . .”

64. Defendant Agudelo is LLR Realty, LLC’s “agent” as defined by § 21-9.7(b)(5) of the Nassau County Administrative Code to include “a person with the authority to engage, on behalf of another, in any act associated with the . . . rental, or occupancy of one or more housing accommodations.”

65. Defendants’ conduct as described above constitutes an unlawful discriminatory practice to otherwise withhold a housing accommodation because of race or color, in violation of § 21-9.7(c)(1) of the Nassau County Administrative Code.

66. Defendants’ conduct as described above was intentional, willful, and made in disregard for the rights of others.

67. Plaintiffs have suffered damages as a result of Defendants’ conduct described above.

68. Pursuant to § 21-9.7(d)(3) of the Nassau County Administrative Code, Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

69. Plaintiffs have served a copy of this Complaint upon the County Attorney, pursuant to § 21-9.7(d)(3) of the Nassau County Administrative Code.

**FOURTH CAUSE OF ACTION**  
**Nassau County Human Rights Law - § 21-9.7(c)(1)**

70. Plaintiffs repeat and reallege the foregoing paragraphs of their Complaint as though fully set forth herein.

71. Defendant LLR, Realty LLC, is the owner and lessor of Town House, a "housing accommodation" as defined by § 21-9.7(b)(5) of the Nassau County Administrative Code to include "a building . . . designed to be used or occupied as the home, residence or sleeping place of one or more human beings . . . ."

72. Defendant Agudelo is LLR Realty, LLC's "agent" as defined by § 21-9.7(b)(5) of the Nassau County Administrative Code to include "a person with the authority to engage, on behalf of another, in any act associated with the . . . rental, or occupancy of one or more housing accommodations."

73. Defendants' conduct as described above constitutes discrimination in the terms, conditions, or privileges of the rental of a housing accommodation because of race or color, in violation of § 21-9.7(c)(1) of the Nassau County Administrative Code.

74. Defendants' conduct as described above was intentional, willful, and made in disregard for the rights of others.

75. Plaintiffs have suffered damages as a result of Defendants' conduct described above.

76. Pursuant to § 21-9.7(d)(3) of the Nassau County Administrative Code, Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

77. Plaintiffs have served a copy of this Complaint upon the County Attorney, pursuant to § 21-9.7(d)(3) of the Nassau County Administrative Code.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request judgment against Defendants as follows:

- (a) Declaring that Defendants' discriminatory practices violate the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.*, and the Nassau County Human Rights Law, Nassau County Administrative Code § 21-9.7 *et seq.*;
- (b) Enjoining Defendants, Defendants' agents, employees, and successors, and all other persons in active concert or participation from
  - (i) withholding housing, or otherwise making housing unavailable on the basis of race or color;
  - (ii) representing to any person that a dwelling is not available for inspection or rental when such dwelling is in fact so available because of race or color;
  - (iii) discriminating in the terms, conditions, or privileges of rental housing because of race or color;
  - (iv) coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of any right granted or protected by the Fair Housing Act; and

- (v) aiding, abetting, inciting, compelling, or coercing the doing of any of the acts forbidden by the Nassau County Human Rights Law;
- (c) Enjoining Defendants and their agents, employees, and successors, and all other persons in active concert or participation to
  - (i) make all necessary modifications to their policies, practices, and procedures to comply with fair housing laws;
  - (ii) train all management, agents, and employees on fair housing laws;
  - (iii) advertise apartments available for rent in a non-discriminatory manner, including displaying an Equal Housing Opportunity logo (or statement to that effect) on all print and internet advertisements and displaying in all offices and rental buildings appropriate fair housing law posters;
  - (iv) allow monitoring of their application and rental process;
  - (v) retain advertising and rental records to allow for appropriate monitoring;
  - (vi) develop written procedures on rental process and fair housing policy to be distributed to all employees, agents, tenants, and rental applicants; and
  - (vii) establish a system for testing agents and employees for unlawful discriminatory practices;
- (d) Awarding such damages to Plaintiffs ERASE Racism and FHJC as will fully compensate for the diversion of resources and frustration of mission caused by Defendants' unlawful practices;
- (e) Awarding such damages to Plaintiffs Darden, Williams, and Ballard as will fully compensate for any loss of rights, as well as for the humiliation, embarrassment, and emotional distress suffered due to Defendants' discriminatory conduct;

- (f) Awarding punitive damages to Plaintiffs;
- (g) Awarding Plaintiffs reasonable attorneys' fees, costs, and expenses incurred in prosecuting this action; and
- (h) Granting Plaintiffs such other further relief as may be just and proper.

Dated: August 28, 2013  
New York, New York

EMERY CELLI BRINCKERHOFF & ABADY LLP

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