

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: IAS PART

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HARVEY LINDO, GINA MARTI, YIRALDY  
RODRIGUEZ, MALIK SCOTT, MALLERY  
MORRISON, ROSHANA HARPER, BARBARA  
JACKSON, and SHANIECE FIGGS,  
Plaintiffs,

Index No. \_\_\_\_\_

SUMMONS

- against -

CHESTNUT HOLDINGS OF NEW YORK,  
INC., BEN RIEDER, JONATHAN WIENER,  
1231 LLC, RYER 2180 LLC, 3175 G C LLC,  
2264 G LLC, 1001 LLC, MORRIS 1 LLC, 1230  
LLC, 1425 U LLC, 1520 LLC, 167 LLC, 2095  
GC LLC, C.PERDOMO & ASSOCIATES LLC,  
CHRISTOPHER PERDOMO, BEATRICE LNU,  
KELLER WILLIAMS REAL ESTATE LLC,  
KELLER WILLIAMS NYC, HELVIN RYMER,  
HAVEN REALTY GROUP LLC, ALEXES  
LOWE, "ANNE DOE" FROM HAVEN RE-  
ALTY GROUP LLC, PREMIER ONE REALTY  
LLC, JUAN E. DUARTE, NORD EAST RE-  
ALTY GROUP LLC, G2 REALTY GROUP,  
LLC, MARIA GABRIEL FALQUEZ, LIFE-  
STYLE REALTY LLC, MINUKHA FISHMAN,  
ANDREA TINDAL, and CLOVE REALTY LLC,  
Defendants.

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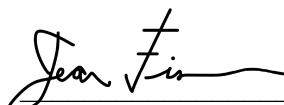
TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to  
serve a copy of your answer, or if the Complaint is not served with this Summons, to

serve a notice of appearance, on the plaintiffs' attorney within twenty (20) days after service of this Summons, exclusive of the day of service (or within 30 days after the 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.

Plaintiffs designate New York County as the place of trial pursuant to CPLR § 505 and § 509.

Dated: September 22, 2021



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*Attorneys for Plaintiffs*

SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY, IAS PART

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HARVEY LINDO, GINA MARTI, YIRALDY : Index No. \_\_\_\_\_  
RODRIGUEZ, MALIK SCOTT, MALLERY :  
MORRISON, ROSHANA HARPER, BARBARA : COMPLAINT  
JACKSON, and SHANIECE FIGGS :  
: JURY TRIAL DEMANDED  
:

Plaintiffs, :

- against - :

CHESTNUT HOLDINGS OF NEW YORK, :  
INC., BEN RIEDER, JONATHAN WIENER, :  
1231 LLC, RYER 2180 LLC, 3175 G C LLC, :  
2264 G LLC, 1001 LLC, MORRIS 1 LLC, 1230 :  
LLC, 1425 U LLC, 1520 LLC, 167 LLC, 2095 :  
GC LLC,. C.PERDOMO & ASSOCIATES LLC, :  
CHRISTOPHER PERDOMO, BEATRICE LNU, :  
KELLER WILLIAMS REAL ESTATE LLC, :  
KELLER WILLIAMS NYC, HELVIN RYMER, :  
HAVEN REALTY GROUP LLC, ALEXES :  
LOWE, INDIVIDUAL IDENTIFIED AS "ANNE :  
DOE" FROM HAVEN REALTY GROUP LLC, :  
PREMIER ONE REALTY LLC, JUAN E. DU- :  
ARTE, NORD EAST REALTY GROUP LLC, :  
G2 REALTY GROUP, LLC, MARIA GABRIEL :  
FALQUEZ, LIFESTYLE REALTY LLC, :  
MINUKHA FISHMAN, ANDREA TINDAL, and :  
CLOVE REALTY LLC, :

Defendants. :

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**PRELIMINARY STATEMENT**

1. Plaintiffs bring this action against the above-named Defendants based on their illegal refusal to accept Plaintiffs' housing subsidies issued by the New York City Human Resources Administration ("HRA"), in violation of Sections 8-107(5)(a)(1), 8-107(5)(a)(2), and 8-107(5)(c)(1) of the Administrative Code (NYC HRL) and N.Y. Exec. Law §296(5)(a), §296(5)(c) (NYS Human Rights Law).
2. The Defendants in this action include Chestnut Holdings of New York, Inc. ("Chestnut Holdings"), a large property management company that operates over 6,000 residential apartments across 134 buildings in the Bronx, Brooklyn and Manhattan. Chestnut Holdings' systematic refusal to rent to tenants with housing subsidies is documented not only in this matter, but also in prior proceedings, including a matter commenced in 2018 against Chestnut Holdings by a prospective tenant with a Section 8 voucher.<sup>1</sup>
3. Defendants also include brokers who worked for Chestnut Holdings and were instrumental in perpetuating Chestnut Holdings' policy and practice of refusing to rent apartments to tenants with housing subsidies.
4. As a result of the Defendants' discrimination, the Plaintiffs suffered harms, including prolonged stays in the shelter system, continued homelessness or housing insecurity, the loss of opportunity to reside in rent-stabilized apartments in neighborhoods where they had close community ties, humiliation and embarrassment, and other emotional distress.
5. Plaintiffs seek injunctive relief to prevent the Defendants from continuing to perpetuate source of income discrimination, declaratory relief, damages, attorneys' fees, costs and

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<sup>1</sup> Elizabeth Rodriguez v. 308 Hull LLC, et al., N.Y. County Supreme Court, Index No. 451200/2018.

any other remedies available under the New York City and New York State Human Rights Laws.

### **JURISDICTION**

6. This court has jurisdiction pursuant to §§ 3001 and 6001 of the New York Civil Practice Laws and Rules (“CPLR”), § 8-502 of the Administrative Code of the City of New York (“N.Y.C. Admin. Code”), and § 140-b of the Judiciary Law.

### **VENUE**

7. Plaintiff has designated New York as the place of trial of this action pursuant to CPLR § 503 and § 509.

### **PARTIES**

#### **PLAINTIFFS**

8. Plaintiff Roshana Harper resides at 1752 E 9th Street, Apartment B8, Brooklyn, NY 11223, with her seven-year-old and four-year-old children.
9. Plaintiff Barbara Jackson resides at 31 Lincoln Road, Apartment 4E, Brooklyn, NY 11225.
10. Plaintiff Harvey Lindo resides at 28-14 Brookhaven Avenue, Far Rockaway, NY 11691.
11. Plaintiff Gina Marti resides at 2022 Benedict Avenue, Apartment 6A, Bronx, NY 10462, with her two three-year-old sons.
12. Plaintiff Yiraldy Rodriguez resides at 2764 Creston Avenue, Bronx, NY 10468, with her one-year-old and five-year-old daughters.
13. Plaintiff Malik Scott resides with his grandmother at 55 West 100<sup>th</sup> Street, Apartment 4E, New York, NY 10025. He is temporarily housed in a dormitory at Niagara County Community College, but receives mail at his grandmother’s residence.

14. Plaintiff Mallery Morrison resides at 213 Dorothy Street, Apartment E, High Point, North Carolina, 27262 with her husband, four-year-old daughter, and her 18-month-old son.
15. Plaintiff Shaniece Figgs resides at 821 E 228th Street, 1st Floor, Bronx, NY 10466, with her husband, four-year-old daughter, and two-year-old daughter.

**DEFENDANT MANAGING AGENT AND OFFICERS**

16. Defendant Chestnut Holdings of New York Inc. (hereafter “Chestnut Holdings”) is listed on the NYC Department of Housing Preservation and Development (“HPD”) website as the Managing Agent for Defendant corporate owners 3175 G C LLC, 1231 LLC, RYER, 2180 LLC, 2264 G LLC, 1001 LLC, Morris 1 LLC, 1230 LLC, 1425 LLC, 1520 LLC, and 167 LLC, and 2095 GC LLC. Chestnut Holdings has the right to sell, rent or lease or approve the sale, rental or lease of housing units in over 130 buildings in the Bronx, Brooklyn and Manhattan, including those buildings subject to this complaint. Upon information and belief, Chestnut Holdings is responsible for handling the rentals in all the buildings they manage and sends listings for those buildings via “broker blast” emails to brokers. Chestnut Holdings’ address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.
17. Defendant Jonathan Wiener (“Wiener”) is listed on the NYC Department of Housing Preservation and Development (“HPD”) website as the head officer of Defendants 3175 G C LLC, 1231 LLC, RYER 2180 LLC, 2264 G LLC, 1001 LLC, Morris 1 LLC, 1230 LLC, 1425 LLC, 1520 LLC, 167 LLC, and 2095 GC LLC. Wiener has the right to sell, rent or lease or approve the sale, rental or lease of housing units at over 130 buildings in the Bronx, Brooklyn and Manhattan, including those buildings subject to this complaint.

Wiener's address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.

18. Defendant Ben Reider ("Reider") is listed on the HPD website as the officer of Defendants 3175 G C LLC, 1231 LLC, RYER 2180 LLC, 2264 G LLC, 1001 LLC, Morris 1 LLC, 1230 LLC, 1425 LLC, 1520 LLC, 167 LLC, and 2097 GC LLC. Reider has the right to sell, rent, or lease or approve the sale, rental or lease of housing units at over 130 buildings in the Bronx, Brooklyn, and Manhattan, including those buildings subject to this complaint. Reider's address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.

#### **DEFENDANT OWNERS**

19. Defendant 3175 G C LLC ("3175 LLC") is an owner and/or lessor of the housing accommodation located in New York City that contains six (6) or more housing units as defined by § 8-102 of the New York City Administrative Code ("Code"). 3175 LLC has the right to sell, rent, or lease, or approve the sale, rental, or lease of, housing units at 3175 Grand Concourse, Bronx, New York 10468 (hereafter "1375 Grand Concourse"), as defined by § 8-102 of the Code. 3175 LLC's address for the purposes of service of process is 5676 Riverdale Avenue, Suite 307, Bronx, New York 10471.
20. Defendant 1231 LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the New York City Administrative Code ("Code"). 1231 LLC has the right to sell, rent, or lease, or approve the sale, rental or lease of, housing accommodations at 1231 Fulton Avenue, Bronx, NY 10460 (hereafter "1231 Fulton Avenue"), as defined by § 8-102 of the Code. 1231

LLC's address for the purposes of service of process is 5676 Riverdale Avenue, Apt. 307, Bronx, New York 10471.

21. Defendant Ryer 2180 LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the New York City Administrative Code ("Code"). Ryer 2180 LLC has the right to sell, rent, or lease, or approve the sale, rental or lease of, housing accommodations at 2180 Ryer Avenue, Fulton Avenue, Bronx, NY 10467 (hereafter "2180 Ryer Avenue"), as defined by § 8-102 of the Code. Ryer 2180 LLC's address for the purposes of service of process is 5676 Riverdale Avenue, Apt. 307, Bronx, New York 10471.
22. Defendant 2264 G LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the New York City Human Rights Law ("NYCHRL"). 2264 G LLC has the right to sell, rent or lease or approve the sale, rental or lease of housing units at 2264 Grand Avenue, Bronx, NY 10453 ("hereafter "2265 Grand Avenue") as defined by § 8-102 of the NYCHRL. 2254 G LLC's address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.
23. Defendant 1001 LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the New York City Human Rights Law ("NYCHRL"). 1001 LLC has the right to sell, rent or lease or approve the sale, rental or lease of housing units at 1001-1005 Walton Avenue, Bronx, NY 10452 ("Walton Building"), as defined by § 8-102 of the NYCHRL. 1001 LLC's address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.



24. Defendant Morris 1 LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the NY-CHRL. Morris 1 LLC has the right to sell, rent or lease or approve the sale, rental or lease of housing units at 1175 Morris Avenue, Bronx, NY 10456 (“Morris Building”), as defined by § 8-102 of the NYCHRL. Morris 1 LLC’s address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.
25. Defendant 1230 LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the NY-CHRL. 1230 LLC has the right to sell, rent or lease or approve the sale, rental or lease of housing units at 1230 Sheridan Avenue, Bronx, NY 10456 (“1230 Sheridan Building”), as defined by § 8-102 of the NYCHRL. 1230 LLC’s address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.
26. Defendant 1425 U LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the NY-CHRL. 1425 U LLC has the right to sell, rent or lease or approve the sale, rental or lease of housing units at 1425 University Avenue, Bronx, NY 10452 (also known as 1425 Dr. Martin Luther King Jr. Boulevard, Bronx, NY 10452) (“1425 University Building”), as defined by § 8-102 of the NYCHRL. 1425 U LLC’s address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.
27. Defendant 1520 LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the NY-CHRL. 1520 LLC has the right to sell, rent or lease or approve the sale, rental or lease of housing units at 1520 Sheridan Avenue, Bronx, NY 10457 (“1520 Sheridan Building”),

as defined by § 8-102 of the NYCHRL. 1520 LLC's address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.

28. Defendant 167 LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of the NYCHRL. 167 LLC has the right to sell, rent or lease or approve the sale, rental or lease of housing units at 2 East 167<sup>th</sup> Street, Bronx, NY 10452 ("167<sup>th</sup> Street Building"), as defined by § 8-102 of the NYCHRL. 167 LLC's address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.
29. Defendant 2095 GC LLC is an owner and/or lessor of a housing accommodation in New York City that contains six (6) or more housing units as defined by § 8-102 of New York City Human Rights Law ("NYCHRL"). 2095 GC LLC has the right to sell, rent or lease or approve the sale, rental or lease of housing units at the 2095 Grand Concourse, Bronx, NY 10453 ("Grand Concourse Building"), as defined by § 8-102 of the NYCHRL. 2095 GC LLC's address for service of process is 5676 Riverdale Avenue, Suite 307, Bronx, NY 10471.

### **DEFENDANT BROKERS**

30. Defendant Christopher Perdomo ("Perdomo") is an agent of C. Perdomo & Associates ("Perdomo LLC") and a real estate broker and/or real estate salesperson. Perdomo has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Perdomo's address for service of process are 475 West 145<sup>th</sup> Street, Suite 5C, New York, New York, 10031 and/or 540-542 East 180<sup>th</sup> Street, Suite 101, Bronx, New York, 10457.

31. Defendant Beatrice LNU (“LNU”) is an agent, employee, or independent contractor of C. Perdomo & Associates (“Perdomo LLC”) and a real estate broker and/or real estate salesperson. LNU has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. LNU’s address for service of process are 475 West 145<sup>th</sup> Street, Suite 5C, New York, New York, 10031 and/or 540-542 East 180<sup>th</sup> Street, Suite 101, Bronx, New York, 10457.
32. Defendant C. Perdomo & Associates, LLC (“Perdomo LLC”) is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Perdomo LLC’s address for service of process is 475 West 145<sup>th</sup> Street, Suite 5C, New York, New York, 10031.
33. Defendant Maria Gabriel Falquez (“Falquez”) is an agent of Defendant G2 Realty and a real estate broker and/or real estate salesperson. Falquez has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Falquez’s address for service of process are 489 3rd Avenue, Brooklyn, New York 11215 and 89 Cornelia Street, Ground Floor, Brooklyn, New York 11221.
34. Defendant G2 Realty Group, LLC (“G2 Realty”) is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or

- more housing units, as defined by § 8-102 of the Code. G2 Realty's address for service of process is 89 Cornelia Street, Ground Floor, Brooklyn, New York 11221.
35. Defendants Keller Williams Real Estate LLC and Keller Williams NYC (collectively "Keller Williams") are real estate brokers and/or real estate salespersons, and have the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Keller Williams' addresses for service of process are C/o Mindy Rubinstein, 1274 49 street suite 212, Brooklyn, NY, United States, 11219 and 99 Park Avenue, New York, NY 10016.
36. Defendant Helvin Rymer ("Rymer") is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Rymer's address for service of process is 1155 Avenue of the Americas, 6<sup>th</sup> Floor, New York, NY 10036.
37. Defendant Haven Realty Group LLC ("Haven Group") is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Haven Group's address for service of process is 1736 Fillmore Street, #2F, Bronx, NY 10460.
38. Defendant Alexes Lowe ("Lowe") is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing

- units, as defined by § 8-102 of the Code. Lowe's address for service of process is 260 East 138th Street, Bronx, NY 10451.
39. Defendant "Anne Doe" from Haven Group is real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Anne Doe's address for service of process is 260 E 138th Street, Bronx, NY 10451.
40. Defendant Premier One Realty LLC ("Premier One") is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Premier One's address for service of process is 207 Rockaway Turnpike, Lawrence, NY 11559 and/or 525 Chestnut St #207, Cedarhurst, NY 11516.
41. Defendant Juan E. Duarte ("Duarte") is an agent, employee, or independent contractor of Premier One Realty and a real estate broker and/or real estate salesperson. Duarte has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Duarte's address for service of process is 525 Chestnut St #207, Cedarhurst, NY 11516.
42. Defendant Nord East Realty Group LLC ("Nord East") is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six

- (6) or more housing units, as defined by § 8-102 of the Code. Nord East's address for service of process is 1601 Gravesend Neck Road, Suite 12, Brooklyn, NY 11229.
43. Defendant Lifestyle Realty LLC ("Lifestyle") is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Lifestyle's address for service of process is 846 Franklin Avenue, Brooklyn, NY 11225.
44. Defendant Minukha Fishman ("Fishman") is an agent, employee, or independent contractor of Nord East Realty Group LLC and a real estate broker and/or real estate salesperson. Defendant Fishman has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Fishman's addresses for service of process are 2765 West 5<sup>th</sup> Street, Apartment 18F, Brooklyn, NY 11224 and/or 2915 West 5<sup>th</sup> Street, Suite 48, Brooklyn, NY 11224.
45. Defendant Andrea Tindal ("Tindal") is an agent, employee, or independent contractor of Lifestyle Realty LLC and a real estate broker and/or real estate salesperson. Tindal has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Tindal's addresses for service of process are 1505 Ocean Avenue, Apartment D9, Brooklyn, NY 11230 and/or 390 Franklin Avenue, Franklin Square, NY 11010.
46. Defendant Clove Realty LLC is a real estate broker and/or real estate salesperson, and has the right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one (1) housing

accommodation within New York City that contains six (6) or more housing units, as defined by § 8-102 of the Code. Clove Realty LLCC's address for service of process is 5308 13<sup>th</sup> Avenue, Suite 252, Brooklyn, NY 11219.

### **STATUTORY AND REGULATORY FRAMEWORK**

#### **I. NEW YORK CITY HUMAN RIGHTS LAW**

38. Local Law 10 of 2008 was passed on March 26, 2008 by the New York City Council amending Sections 8-101, 8-102, and 8-107 of Chapter One of Title Eight of the Administrative Code of the City of New York.
39. The law makes it illegal for landlords to refuse to accept housing vouchers from prospective and current tenants. The New York City Council in considering the amendment of the law found:

The council hereby finds that some landlords refuse to offer available units because of the source of income tenants, including current tenants, plan to use to pay the rent. In particular, studies have shown that landlords discriminate ... because of prejudices they hold about voucher holders. *This bill would make it illegal to discriminate on that basis.*

Int. No. 61-A § 1 (emphasis added).

42. Local Law 10 of 2008 amends subdivision 5 of Section 8-107 of the Administrative Code by adding an additional category of persons protected from discrimination in securing housing accommodations. Section 8-107 of the Administrative Code prohibits landlords from "refus[ing] to sell, rent, lease ... or otherwise deny ... housing accommodation ... 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 ... or because of any lawful source of income" of a person. N.Y.C. Admin Code § 8-107(1)(5)(a)(1).

43. Section 8-107(5)(c)(1) prohibits a real estate broker or agent thereof from “refusing to... rent, lease, approve the sale, rental or lease or to otherwise deny to or withhold from any person or group of persons such a housing accommodation or an interest therein ... because of any lawful source of income of such person or persons.”
44. The Administrative Code defines the term “lawful source of income” as inclusive of “income derived from social security, or any form of federal, state or local public assistance or housing assistance including section 8 vouchers.” N.Y.C. Admin. Code § 8-102(25).
45. Section 8-502 of the Administrative Code provides: “[An]y person claiming to be aggrieved by an unlawful discriminatory practice as defined in chapter one of this title ... shall have a cause of action in any court of competent jurisdiction for damages, including punitive damages, and for injunctive relief and such other remedies as may be appropriate...”.
39. Under 8-107(5)(o), the prohibition on discrimination generally applies to apartments located in buildings that contain at least six units. All properties at issue in this case contain more than six units.

## ***II. NEW YORK STATE HUMAN RIGHTS LAW***

45. Executive Law § 296(a)(1), effective April 12, 2019, prohibits an “owner, lessee, sublessee, assignee, or managing agent of, or other person having the right to sell, rent or lease a housing accommodation, constructed or to be constructed, or any agent or employee thereof,” from refusing to “sell, rent, lease or otherwise to deny to or withhold from any person or group of persons such a housing accommodation because of ... lawful



source of income ... of such person or persons, or to represent that any housing accommodation or land is not available for inspection, sale, rental or lease when in fact it is so available.” N.Y. Exec. Law § 296(a)(1).

47. Lawful source of income includes, but is not limited to “child support, alimony, foster care subsidies, income derived from Social Security, or any form of federal, state, or local public assistance or housing assistance including, but not limited to, 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.” N.Y. Exec. Law § 292.
48. Under the NYS Human Rights Law, "Any person claiming to be aggrieved by an unlawful discriminatory practice shall have a cause of action in any court of appropriate jurisdiction for damages, including, in cases of employment discrimination related to private employers and housing discrimination only, punitive damages, and such other remedies as may be appropriate...”. N.Y. Exec. Law § 297(9).

### **III. HOUSING SUBSIDIES ADMINISTERED BY THE HUMAN RESOURCES ADMINISTRATION**

48. The Family Homelessness & Eviction Prevention Supplement (“FHEPS”) is a rental assistance supplement for families with minor children who are moving from homeless shelters to stable housing, or who are in danger of losing their current housing, and who are eligible for rental assistance from the New York City Human Resources Administration (“HRA”). The program, which is administered by HRA, functions as a supplement to shelter payments that HRA already pays in order to prevent families with a minor from remaining in or entering the shelter system.

49. The amount of a household's FHEPS rent subsidy depends on household income, the number of people in the household, and the current FHEPS program maximum rent and maximum FHEPS supplement amounts, which are indexed to the annual rent adjustments of the NYC Rent Guidelines Board.
50. CityFHEPS, like FHEPS, is a rental assistance supplement to help individuals and families find and keep housing. The CityFHEPS subsidy functions similarly to FHEPS, and like the FHEPS subsidy, the amount of a household's CityFHEPS rent subsidy will depend on household income, the number of people in the household, and the current CityFHEPS program maximum rent and maximum CityFHEPS supplement amounts, which are indexed to the annual rent adjustments of the NYC Rent Guidelines Board. Unlike FHEPS, households of one adult may be eligible for the subsidy, not just households with minor children. Chapter 68, Title 10, RCNY.
51. Effective October 2018, under the FHEPS and CityFHEPS programs, the maximum monthly rent for an apartment towards which supplemental rental assistance could be applied during the first year of the rental agreement could not exceed certain rent levels based on household size. For a household of 1, the rent could not exceed, \$1,246, while for households of 2 and 3, the rents could not exceed \$1,303 and \$1,557 respectively. § 10-05, Title 10, Chapter 68 RCNY.
52. As of September 18, 2019, the maximum rental amounts for the FHEPS subsidy were:
- a. \$1,265.00 for a household of 1;
  - b. \$1,323.00 for a household of 2;
  - c. \$1,580.00 for a household of 3;
  - d. \$1,580.00 for a household of 4;

- e. \$2,040.00 for a household of 5;
  - f. \$2,040.00 for a household of 6.
53. In June 2021, the New York City Council passed Intro 146, a local law to amend the administrative code of the city of New York, in relation to rental assistance vouchers to raise the payment levels to those of the Section 8 program.<sup>2</sup>
54. Under both the FHEPS and the CityFHEPS rental subsidies, where a household has no income other than from public assistance, their entire rent is generally paid to the landlord by HRA.
55. For a landlord to receive payments from HRA under both the FHEPS and the CityFHEPS rental subsidies, the tenant must have a lease agreement within the rent level specified for their household size in § 10-05, Title 10, Chapter 68 RCNY. Further, pursuant to § 10-14, Title 10, Chapter 68 RCNY, the landlord is also required to submit to HRA additional information, including providing a copy of a signed lease and paperwork designating the appropriate payee to receive payments issued by HRA.
56. In addition to the FHEPS and CityFHEPS programs, HRA also administers other housing subsidies, including those for individuals and families living with disabilities. Under these programs the tenant pays no more than 30 percent of their monthly earned and/or unearned income towards rent. The remainder of the rent is paid by HRA directly to the landlord.

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<sup>2</sup> available at: <https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=3331786&GUID=2888B24C-E4CF-420E-96B9-2A5DF9B1995B&Options=Advanced&Search=>

**FACTS****PLAINTIFF ROSHANA HARPER**

57. Plaintiff Roshana Harper resides at 1752 E 9th Street, Apartment B8, Brooklyn, NY 11223, with her seven-year-old and four-year old children.
58. In or around 2019, Ms. Harper was approved for a CityFHEPS housing subsidy administered by HRA. With this subsidy, Ms. Harper was eligible to rent an apartment with a rent not to exceed \$1,557.00.
59. In or around April 2019, Ms. Harper saw an advertisement for Apartment C7 at 2234 Ocean Avenue, Brooklyn, NY 11230, renting for \$1,499.00 and listed by Defendant Minukha Fishman (“Fishman”).
60. At the time this listing was published, 2234 Ocean Avenue was managed by Defendant Chestnut Holdings.
61. Ms. Harper contacted Fishman to view the apartment and on April 18 or April 19, 2019, Ms. Harper met with Fishman in person to view the apartment. At that time, Fishman told Ms. Harper that the apartment was owned and/or controlled by the management company, Chestnut Holdings, and that there were no applications pending. Ms. Harper was also told that the apartment had been on the market for a long time.
62. During the apartment viewing, Ms. Harper expressed her interest in applying for the apartment and informed Fishman that she qualified for CityFHEPS. Fishman told Ms. Harper, “You wasted my time. I would have told you that this company does not take voucher holders. I have been working with them for thirty (30) years and they do not take voucher holders.”

63. Within a day of this experience, Ms. Harper reported her experience to the New York City Human Resources Administration. Ms. Harper then contacted Defendant Andrea Tindal (“Tindal”) of Lifestyle, who was also listing the unit at 2234 Ocean Avenue.
64. On or about April 22, 2019, Ms. Harper again viewed Apartment C7 at 2234 Ocean Avenue, this time with Tindal. Ms. Harper filled out an application from Chestnut Holdings and submitted a \$60.00 application fee. At the time of her application, Tindal stated there were no applications pending for the unit.
65. Shortly after submitting her application, Ms. Harper contacted Tindal for an update on her application. Tindal stated that the employee of Chestnut Holdings who reviews applications had been out of the office.
66. On April 23, 2019, a friend of Ms. Harper’s named Tiffany James, posing as a prospective tenant, contacted Tindal via an online portal to inquire about Apartment C7 at 2234 Ocean Avenue. Tindal emailed Ms. James asking for her intended move in date, annual income and credit score and best availability to see the apartment. James replied to Tindal that she had employment income in the amount of \$60,000.00 per year and a credit score of 720.
67. Upon information and belief, as of April 23, 2019, apartment C7 at 2234 Ocean Avenue remained available to rent. In an email from the address [applications@chestnutholdings.com](mailto:applications@chestnutholdings.com), which contained the subject line “Chestnut Holdings Vacancy List 4/23/2019,” 18 apartments were listed as ready to be shown, or soon to be available. In this email, Apartment C7 at 2234 Ocean Avenue, Brooklyn, NY 11230 was listed as “ready” and renting for \$1,500.00. Upon information and belief, the email was sent by blind carbon copy (bcc), but one recipient was [lifestylerealtyny@gmail.com](mailto:lifestylerealtyny@gmail.com).

68. On April 23, 2019, Ms. James reached out to Tindal by email to ask when she could see the apartment and if there were any pending applications. Tindal replied later the same day that she was not aware of any pending applications and offered to show the apartment the following day, April 24, 2019, at 9:30 a.m.
69. On or about April 29, 2019, Tindal contacted Ms. Harper and stated that the management company – Chestnut Holdings – had chosen a different applicant for the apartment.
70. On or about April 30, 2019, Ms. Harper contacted Chestnut Holdings via their online inquiry portal, writing “I submitted an application for 2234 Ocean Ave apt C7 on 04/22/19. Can you please give me a call.” Ms. Harper received a response within the hour stating: “Roshana, we review applications in the order received. The application approved was submitted over 10 days ago on 4/19, which is before yours was submitted.”
71. On or about May 9, 2019, Ms. Harper contacted Tindal by text message requesting that Chestnut Holding provide her with a denial letter and the return of her application fee. Tindal responded, “I’m sick of you. You are being a bitch. Leave me the fuck alone.”
72. Ms. Harper has suffered emotional distress stemming from her fear that she would not find a suitable apartment for herself and two minor children in time before her City FHEPS voucher expired. The distress of being denied another apartment took an emotional toll on Ms. Harper because she did not want to go back to the shelter system with her children. She had been looking for an apartment with vouchers since 2015, and this particular denial caused her to break down on the train feeling very defeated upon receiving the terrible news.
73. After being denied the apartment, Ms. Harper suffered significant stress and stayed up late everyday looking for apartments while also taking care of her two minor children.

She consequently had to live and share living space in an environment where there was constant smoking, which posed great danger to her family, and particularly to her asthmatic child.

74. Ms. Harper also spent her financial resources, time and energy to apply and view the apartment. In addition to paying the application fee with the last of her very limited budget, Ms. Harper also spent her money and time traveling around to apply and view other apartments for months after the denial.
75. As a result of Defendants' discriminatory actions, Ms. Harper has suffered a loss of her civil rights, and economic and emotional harm. This action seeks to remedy her unlawful treatment and compensate her for the humiliation and suffering she has had to endure because Defendant brokers, managing agents, and landlords' open violation of the law.

**PLAINTIFF BARBARA JACKSON**

76. Plaintiff Barbara Jackson resides at 31 Lincoln Road, Apartment 4E, Brooklyn, NY 11225. She moved into this apartment in September 1, 2020. Prior to living in this apartment, Ms. Jackson entered shelter with her two children, currently ages 14 and 6, in May 10, 2018, after she was evicted from her apartment and had nowhere else to stay.
77. While residing in shelter, Ms. Jackson was approved for a FHEPS housing subsidy administered by HRA. With this subsidy, Ms. Jackson was eligible to rent an apartment with a rent not to exceed \$1,466.00.
78. On or about June 12, 2019, Ms. Jackson saw an advertisement on Finders.nyc regarding an available apartment at 2095 Grand Concourse, Apartment 12A, Bronx, NY 10453 ("Grand Concourse Apartment"). The apartment was renting for \$1,400.00.

79. At the time this listing was published, Chestnut Holdings managed 2095 Grand Concourse Avenue.
80. On or about June 12, 2019, Ms. Jackson reached out to the number provided by Finders.nyc at 917-997-4679. Ms. Jackson asked about the Grand Concourse Apartment and an agent of Defendant Clove Realty LLC confirmed it was available. The agent offered a viewing for around noon the following day. Before confirming the viewing, the agent asked Ms. Jackson about her housing income and Ms. Jackson said that she had a voucher that “covers the amount.” The agent responded that Ms. Jackson could not view the apartment and offered to call Ms. Jackson back later that day. The agent identified herself at the end of the call only as “Zoo” and provided no last name.
81. On or about June 13, 2019, having not heard back from “Zoo,” Ms. Jackson called the same number again. A secretary picked up the call and stated that there is no “Zoo,” but indicated that the broker’s name was “Tanisha.” The secretary then transferred the call to Tanisha. Ms. Jackson stated she spoke to someone named “Zoo” yesterday and that she wanted to see the Grand Concourse apartment. She also mentioned that she had seen the rent drop for that listing from \$1,400.00 to \$1,350.00 online. Tanisha stated that there was nobody at the company named Zoo, that Ms. Jackson would have to come to the office and that no viewings are set up over the phone. Tanisha stated that their company did not make call backs to potential applicants. Tanisha told Ms. Jackson that the Grand Concourse apartment was not available and that there were no other rental apartments in Ms. Jackson’s price range available.
82. Upon information and belief, “Tanisha”, who Ms. Jackson spoke with on or about June 13, 2019, is the same agent who identified herself as “Zoo” on June 12, 2019.



83. On or about June 17, 2019, a Housing Specialist at Neighbors Together conducted comparator testing and texted Defendant Clove Realty LLC at 917-997-4679. The Housing Specialist posed as a potential renter with employment income of \$100,000 per year and asked to see the Grand Concourse apartment. Within two (2) minutes, an agent of Defendant Clove Realty LLC offered the Housing Specialist an immediate viewing of the apartment located at 2095 Grand Concourse, Apartment 12A, Bronx, NY 10453.
84. On or about June 23, 2019, the Housing Specialist received a follow up text asking her if she was still interested in viewing the apartment.
85. After Ms. Jackson was denied the opportunity to view the apartment, Ms. Jackson suffered emotional harm. She experienced depression as she continue living in the shelter, searching for apartments, looking throughout the city for apartments anywhere she could find listings. In March 2020, the COVID-19 pandemic hit. Ms. Jackson lived in constant fear of contracting the virus because of living in a congregate setting. A few people from the shelter where Ms. Jackson lived, Icon Houses, died from COVID-19, and Ms. Jackson worried that she or her children would be next.
86. As a result of Defendants' discriminatory actions, Ms. Jackson has suffered a loss of her civil rights, and economic and emotional harm. This action seeks to remedy her unlawful treatment and compensate her for the humiliation and suffering she has had to endure because Defendant brokers, managing agents, and landlords' open violation of the law.

**PLAINTIFF HARVEY LINDO**

87. Plaintiff Harvey Lindo resides at 1191 Boston Road, Apartment 1205 Bronx, NY, 10456. He has resided there since August 23, 2019.

88. Mr. Lindo is disabled and has received Supplemental Security Income (SSI) since around January 2010.
89. Mr. Lindo resided with his mother in the Bronx prior to 2016. In or around early July 2016, Mr. Lindo's mother had an accident and required round the clock care. Accordingly, Mr. Lindo moved out of his mother's apartment, so that his mother could have a full-time healthcare aide. He had no place to go, so he entered shelter. Mr. Lindo resided in shelters from July 2016 to February 2018.
90. In or around January 2017, Mr. Lindo was approved for a LINC IV housing subsidy administered HRA. With this subsidy, Mr. Lindo was eligible to rent an apartment with a rent not to exceed \$1,300.00. In or around August of 2017, Ms. Lindo's LINC IV voucher was converted to a CityFHEPS voucher.
91. In February 2018, Mr. Lindo moved into 2814 Brookhaven Avenue with two roommates. When his lease expired in January 2019, Mr. Lindo received a letter from his landlord stating she would not renew his lease. Mr. Lindo received a CityFHEPS move voucher, and began looking for an apartment in February 2019. Mr. Lindo began working with Neighbors Together, a community group that assists low-income individuals in locating housing.
49. On or about February 4, 2019, Plaintiff called the offices of Defendant Perdomo LLC regarding two online listings posted on Trulia.com for one-bedroom apartments advertised at \$1,300.00 per month at 1231 Fulton Avenue, Bronx, New York 10456, and 2180 Ryer Avenue, Bronx NY 10457. Both of these buildings are presently, and were at the time the listings were published, managed by Chestnut Holdings.

50. The advertisement posted on trulio.com for the apartment at 1231 Fulton Avenue, Bronx, New York 10456 stated: "Applicants must have GOOD credit and CLEAN tenant history!! Household income must be at least \$52,000 a year!!"
51. The advertisement posted on trulia.com for the apartment at 2180 Ryer Avenue, Bronx NY 10457 stated: "Applicants must have GOOD credit and CLEAN tenant history!! Household income must be at least \$53,000 a year!!"
52. In a recorded conversation, Mr. Lindo spoke to Defendant Beatrice LNU ("LNU") on the phone about the available apartments in the Fulton Avenue and Ryer Avenue buildings. When LNU asked Mr. Lindo about his income, he revealed that he had a housing voucher that would pay all of his monthly rent. LNU then stated that the Mr. Lindo would receive a call back the same day. Mr. Lindo never received a response.
53. On or about February 5, 2019, a Tenant Advocate with the New York City Commission on Human Rights Lawful Source of Income Discrimination Unit called Defendant Perdomo LLC's office regarding the listings at 1231 Fulton Avenue, Apt. 1, Bronx, New York 10456, and 2180 Ryer Avenue, Apt. 1, Bronx NY 10457.
54. In a recorded conversation, the Tenant Advocate, posing as a potential renter, spoke to LNU. When LNU asked about the Tenant Advocate's income, the Tenant Advocate stated she had employment income. LNU stated that she would send the Tenant Advocate a list of documents to bring to the office in order to apply. LNU texted the Tenant Advocate the information immediately.
55. On February 8, 2019, Plaintiff Lindo submitted a verified complaint to the CCHR, number M-H-DG-19-68926, against C.PERDOMO & ASSOCIATES LLC, CHRISTOPHER

PERDOMO, BEATRICE LNU, 123 I LLC, RYER 2180 LLC, CHESTNUT HOLDINGS OF NEW YORK, INC., BEN RIEDER, and JONATHAN WIENER.

85. Subsequently, Plaintiff Lindo withdrew his complaint M-H-DG-19-68926 with the CCHR, so that he could pursue remedies in this court.
86. As a result of Defendants' discriminatory actions, Mr. Lindo has suffered a loss of his civil rights, and economic and emotional harm. Mr. Lindo remained under threat of eviction and re-entry to the shelter for approximately seven months after he was refused the opportunity to view the apartments at 1231 Fulton Avenue, Apt. 1, Bronx, New York 10456, and 2180 Ryer Avenue, Apt. 1, Bronx NY 10457.
87. Mr. Lindo only moved out of shelter after he received a call from Breaking Ground, a permanent supportive housing provider, to move into his present residence in August 2019.

**PLAINTIFF GINA MARTI**

88. Plaintiff Gina Marti resides at 2022 Benedict Avenue, Apartment 6A, Bronx, NY 10462, with her two three-year-old sons.
89. Prior to moving into her current residence, Ms. Marti was staying temporarily with family in a crowded apartment while she looked for a place to move.
90. In or around 2019, Ms. Marti was approved for a CityFHEPS housing subsidy administered by HRA. With this subsidy, Ms. Marti was eligible to rent an apartment with a rent not to exceed \$1,557.00.
91. In or around May 17, 2019, Ms. Marti contacted Defendant Helvin Rymer ("Rymer") of Defendant Keller Williams NYC, a real estate brokerage firm in New York City, regarding an advertisement posted on Zillow.com for an apartment on "Grand Concourse,

- Bronx, NY 10458.” Keller Williams Real Estate LLC is also a real estate brokerage firm based in New York City and is therefore also named as a co-Defendant.
92. On May 17, 2019, in response to Ms. Marti’s request to view the apartment, Rymer sent Ms. Marti an email listing both “elevator and walk-ups.” The listings were all for apartments under \$1,550.00 per month, the amount of Ms. Marti’s rental subsidy. Rymer added, “if these work for you, are you available to view today? Minimum income is \$61,000. Credit should be around 650.”
93. The list of buildings in Rymer’s email included the following addresses:
- a. 1001 Walton Avenue -1 bed, 2nd floor, \$1,550
  - b. 1175 Morris Avenue, 5th Floor, 1 bed \$1,550
  - c. 1230 Sheridan Avenue (Elevator), 4th Floor, 1 bed, \$1,525
  - d. 1425 University (Elevator) 6A, \$1,550
  - e. 1520 Sheridan Avenue (Elevator) 5D, \$1,550
  - f. 2 E 167th Street, 3rd Floor 1 bed, \$1,550
  - g. Grand Concourse, Bronx, NY 10458, referenced in the subject line of Rymer’s email.
49. At the time Rymer emailed Ms. Marti, all of the above buildings were managed by Chestnut Holdings. In addition, Chestnut Holdings managed several properties located within the zip code 10458 on Grand Concourse, which may have been the building referenced in the listing.
95. Ms. Marti responded less than an hour later on May 17, 2019, “I can view 2 on sheridan and university today. I have a 667 credit score and citfeps voucher for \$1,557 in full.”
96. On May 17, 2019, Rymer wrote back, “honestly, city Feps applications never get through with this building or management company. Too many people without programs applying, they choose them always.”

97. After she was refused the opportunity to view the apartments at 1001 Walton Avenue, 1175 Morris Avenue, 1230 Sheridan Avenue, 1425 University Avenue, 1520 Sheridan Avenue, 2 E 167th Street, and on Grand Concourse, Ms. Marti continued her search for over four months until she moved into her current residence.
98. Ms. Marti spent the period where she searched for an apartment after having been told by Rymer that her voucher would not be accepted scared and worried that she would not be able to find a home for herself and her children and faced increase stress throughout her search process. The interaction with Rymer made Ms. Marti fearful that because she had a voucher to assist in paying her rent, no landlord would accept her, and that she would continue to live in an overcrowded apartment. Ms. Marti also feared retaliation for asserting her right to file a complaint for the discrimination she faced.

**PLAINTIFF YIRALDY RODRIGUEZ**

99. Plaintiff Yiraldy Rodriguez resides at 2764 Creston Avenue, Apt 11B, Bronx, New York 10468 with her five-year-old and one-year old daughters.
100. Ms. Rodriguez's landlord revoked her preferential rent, which caused her rent to increase and become unaffordable. In August 2019, Ms. Rodriguez's landlord commenced an eviction case in Bronx Housing Court. Ms. Rodriguez subsequently agreed to move out of her apartment by June 15, 2020.
101. In or around 2019, Ms. Rodriguez was approved for a CityFHEPS housing subsidy administered by HRA. With this subsidy, Ms. Rodriguez was eligible to rent an apartment with a rent not to exceed \$1,300.00.
102. On Sunday, March 17, 2019, Plaintiff Yiraldy Rodriguez responded to an advertisement posted on Zillow.com by Alexes Lowe ("Lowe") of Defendant Haven Realty Group LLC

- (“Haven Group”), a real estate brokerage firm in New York City. The advertisement was for a studio apartment located at “189 E Mosholu Parkway N APT C Bronx NY 10467,” and the rent was listed as \$1,100.00 per month.
103. At the time this advertisement was published, 189 E Mosholu Parkway was managed by Chestnut Holdings.
104. Thereafter, Ms. Rodriguez received a text message from 1-(646) 854-4297 reading in part: “My name is Anne from Haven Group Re. I am texting in response to the apartment you emailed about 189 E Mosholu Parkway. Please let me know if you have any questions and when you available to view the apt.” Ms. Rodriguez responded that she was free Monday at 11:46 AM. Anne asked when Ms. Rodriguez was looking to move and how many people would reside in the apartment. At 11:47AM, Ms. Rodriguez replied that she and her daughter, at the time age 3, would reside in the apartment. At 11:48AM, Ms. Rodriguez replied at she wanted to move the following month.
105. At 12:12 PM, Anne inquired about Ms. Rodriguez’s income and credit score. At 12:14 PM, Ms. Rodriguez replied: “I have the program city feps, i have a voucher 1300, and my annual income is 12,000 and credit score is 640.” Three minutes later, at 12:17 PM Anne responded “Unfortunately you don’t meet the income requirement for this apartment.”
106. Ms. Rodriguez thereafter responded: “Ok, but you take the program feps?” She received no further reply.
107. Ms. Rodriguez has suffered emotional distress stemming from the fear that she would not find a suitable apartment for herself and two minor children before June 15, 2020, the date she agreed to vacate her previous apartment. She experienced this great stress and

anxiety all while being pregnant with her now one-year old daughter in the midst of the COVID-19 pandemic.

108. The stress of not having a place to live escalated during Ms. Rodriguez's pregnancy and caused her to develop headaches and heart palpitations. She was extremely concerned for herself and for the well-being of her unborn child. Consequently, she went to the hospital frequently for diagnosis and treatment.
109. After her application was denied, it took Ms. Rodriguez about two years to find her current apartment which is located at 2764 Creston Avenue, Bronx New York. Throughout the majority of this time period, Ms. Rodriguez continued to experience headaches and palpitations until she found this new apartment in June 2021. The doctors conducted medical several tests but could not attribute these symptoms to a particular disease. Ms. Rodriguez knows that the headaches and palpitations are due to the emotional distress from the fear that her family would become homeless, because all of the symptoms Ms. Rodriguez previously experienced disappeared once she found this new apartment.
110. Ms. Rodriguez spent her time, energy and financial resources to look and apply for the apartment. She also spent her time, energy and financial resources to look and apply for other apartments for about two years after the denial.
111. As a result of Defendants' discriminatory actions, Ms. Rodriguez has suffered a loss of her civil rights, and economic and emotional harm. This action seeks to remedy her unlawful treatment and compensate her for the humiliation and suffering she has had to endure because of Defendant brokers, managing agents, and landlords' open violation of the law.



**PLAINTIFF MALIK SCOTT**

112. Plaintiff Malik Scott is enrolled at Niagara Community College, where he has been studying for a Culinary Arts degree since January 2021. While he lives in the dormitory, he receives mail at his grandmother's residence located at 55 West 100<sup>th</sup> Street, Apt. 4E, New York, NY 10025.
113. Mr. Scott has been without his own apartment since becoming an adult.
114. In 2015, Mr. Scott began receiving an HRA housing subsidy that qualified him to rent an apartment for up to \$1,558.00 per month.
115. On or about October 23, 2019, Mr. Scott saw an advertisement on streeteasy.com for apartment #GLVL at the building located at 2264 Grand Avenue, Bronx, NY 10453 ("2264 Grand Avenue") for \$1,500.00 per month. At the time of this advertisement, this building was managed by Chestnut Holdings.
116. The advertisement for the apartment stated, in relevant part:
- a. "NO BROKER FEE
  - b. Gorgeous 1br Unit
  - c. 650 Credit+
  - d. 60k Income
  - e. Ground flr
  - f. easy approval process
  - g. just \$3,000 to move in"
111. On October 23, 2019, Mr. Scott submitted an online request to view the apartment through Streeteasy.com.
112. On October 23, 2019, Juan E. Duarte ("Duarte"), who identified himself as the listing agent for the apartment, contacted Mr. Scott by text message asking him his credit score and annual income. Mr. Scott responded by stating that his annual income was \$48,000.00 annually. Duarte then asked Mr. Scott if he had a guarantor because the

owner required income of at least \$60,000.00 a year. Mr. Scott responded that he had an HRA Subsidy that would assist him in paying the rent.

113. Upon learning that Mr. Scott had an HRA subsidy, Duarte responded by suggesting that Mr. Scott reach out to other real estate companies and/or landlords that work with tenants receiving vouchers. Mr. Scott responded that he wanted to view the apartment and did not wish to contact other brokers or landlords. Despite his requests to view the apartment, Duarte did not respond to Mr. Scott once he learned of his housing subsidy and Mr. Scott was never offered the opportunity to view the apartment located at 2264 Grand Avenue.
114. Although Mr. Scott attempted to rent at least 20 other apartments since October 23, 2019, he remained without stable housing until he decided to move to Niagara Falls, NY to attend college.
115. As a result of Defendants' discriminatory conduct, Mr. Scott has suffered a loss of his civil rights, economic and emotional harm. Moreover, he remains without stable housing and relies on his grandmother's home as his permanent residence.

**PLAINTIFF MALLERY MORRISON**

116. Plaintiff Mallery Morrison resides at 213 Dorothy Street, Apartment E, High Point, North Carolina, 27262. She works as a mobile notary and resides with her disabled husband, four-year-old daughter, and 18-month-old son.
117. In 2018, Plaintiff's landlord commenced an expiration of lease term holdover proceeding in Brooklyn Civil Court, Housing Part seeking possession of the apartment, which was located in a two-family home. Upon information and belief, the Notice of Petition and Petition were filed on or around August 2, 2018.

118. Shortly thereafter, Ms. Morrison appeared in court and the matter was adjourned for Ms. Morrison to seek counsel.
119. On September 13, 2018, Ms. Morrison appeared in court and agreed to move out of her apartment by December 16, 2018. The stipulation provided that if Ms. Morrison did not vacate by December 16, 2018, a warrant of eviction could execute after service of a marshal's notice.
120. In 2018, Ms. Morrison was approved for a CityFHEPS housing subsidy administered by HRA. With this subsidy, Ms. Morrison is eligible to rent an apartment with a rent not to exceed \$1,534.00 per month.
62. After she was approved for a housing subsidy, Ms. Morrison began working with Neighbors Together, a community-based organization, to assist her in locating housing.
63. On or around September 29, 2018, Ms. Morrison saw an advertisement for an apartment located at 3175 Grand Concourse, Apartment 1C, Bronx, New York 10468 on Hotpads.com. The advertisement was for a one-bedroom apartment renting for \$1,395.00 per month. The advertisement stated, "\*\*\*\*\*Note requirements are 40x's the rent and 700 and above credit for further details call the broker\*\*\*\*\*." The advertisement also indicated that the apartment was listed by, "Maria Gabriela Falquez, G2 Realty Group LLC, (347) 863-4243" and noted that there would be an open house for the apartment on September 29 from 11:00 am to 12:00 pm.
64. At the time this advertisement was published 3175 Grand Concourse was managed by Defendant Chestnut Holdings.
65. On September 29, 2018, Ms. Morrison called Defendant G2 Realty Group LLC, who had listed the apartment at 3195 Grand Concourse, and spoke with Maria Gabriela Falquez ("

- Falquez”). During the course of this recorded conversation, Falquez made discriminatory remarks regarding an unwillingness to take tenants with housing subsidies, stating that “at this time I'm not taking programs because I don't know what programs management are taking and I won't know until next week.” Ms. Morrison was not offered an opportunity to view the apartment or attend the open house scheduled for that day.
66. Ms. Morrison thereafter reported this conversation to Neighbors Together, which referred the incident to the New York City Commission on Human Rights (“CCHR”), the municipal agency tasked with enforcing violations of the New York City Human Rights Law.
67. Upon information and belief, an employee from the Law Enforcement Bureau (“LEB”) of the CCHR called Falquez to inquire about the conversation with Ms. Morrison. Upon information and belief, Falquez confirmed that she was an agent listing the apartment in question and stated that “I just started working with this management company.” Upon information and belief, Falquez was referring to the Managing Agent for the building located at 3175 Grand Concourse, Defendant Chestnut Holdings of New York, Inc.
68. When the LEB employee asked whether management accepted rental subsidies, Falquez stated “Every building has regulations. Every building has programs that they work with solely. Legally they are only entitled to take one. I don't know what they prefer sometimes they take Section 8, sometimes they like to take working Section 8, sometimes they want to take LINC, so I don't know.”
121. After Ms. Morrison was refused the opportunity to view the apartment at 3175 Grand Concourse, Ms. Morrison applied for approximately 30-40 apartments until she was finally approved for an apartment at 7-11 Seagirt Avenue, Apt. 5E, Far Rockaway, NY on November 14, 2018.

122. Ms. Morrison suffered from emotional distress stemming from her fear that she would not find a suitable apartment for herself and her family before December 16, 2018, the date she agreed to vacate her apartment.
123. Ultimately, Ms. Morrison felt she had no choice but to rent the apartment located at 7-11 Seagirt Avenue, Apartment 5E, Far Rockaway, NY, which was a junior-1 bedroom and only 400 square feet.
124. This apartment was also located in a less desirable area because it was far from public transportation. Depending on where she needed to go, Ms. Morrison needed to walk over a mile to the bus stop.
125. Moreover, after moving into the apartment on Seagirt Avenue, Ms. Morrison contended with numerous housing conditions, including water leaks, roaches and vermin.
126. Following the birth of her son and the COVID-19 pandemic, Ms. Morrison and her family decided to begin the search for a new, larger apartment around July of 2020. Despite searching online and looking at multiple apartments, Ms. Morrison and her family, made the difficult decision to move to North Carolina because they could not find an affordable apartment whose landlord would rent to them in New York City.
127. As a result of Defendants' discriminatory actions, Ms. Morrison has suffered a loss of her civil rights, and economic and emotional harm. This action seeks to remedy her unlawful treatment and compensate her for the humiliation and suffering she has had to endure because of Defendant brokers, managing agents, and landlords' open violation of the law.

**PLAINTIFF SHANIECE FIGGS**

128. Plaintiff Shaniece Figgs resides at 821 E 228th Street, 1st Floor, Bronx, NY 10466, with her husband, four-year-old daughter, and two-year-old daughter.

129. In 2020, Ms. Figgs was approved for a FHEPS housing subsidy administered by HRA. With this subsidy, Ms. Figgs was eligible to rent an apartment with a rent not to exceed \$1,580.00. Ms. Figgs was attempting to move because her current apartment has no heat in the wintertime, leaks under the sink, and mice infestation, and in spite of her complaints, her landlord has not made repairs.
130. On October 30, 2020, Ms. Figgs requested information about a one-bedroom apartment listed for \$1,500.00 per month, located at 975 Sherman Avenue, Apt. #S44, Bronx NY 10456, through Zillow. She received a response through email from Defendant Bart Bartfield (“Bartfield”) of Defendant Premier One Realty LLC inquiring about her preferred move in date, annual income, credit score, and if anyone would be moving in with her.
131. Ms. Figgs responded to Bartfield’s email, stating that she would like to move in November 15th, that her annual income is \$50,000, that she had a \$1580 voucher, that she would move in with her two babies, and that she had not checked her credit in some time.
132. Bartfield did not respond to Ms. Figgs.
133. On or about the morning of November 2, 2020, a Housing Specialist at Neighbors Together conducted testing and posing as a potential renter, contacted Bartfield via Zillow about the apartment located at 975 Sherman Avenue, Apt. #S44, Bronx NY 10456.
134. Bartfield asked about her qualifications and the Housing Specialist responded that she would want to move in November 15, 2020, that she makes \$75,000, that she has a 750 credit score and would be living with her child. Bartfield responded within minutes and asked the Housing Specialist when she was available to view the unit.

135. Since she was denied the opportunity to view 975 Sherman Avenue, Apt. #S44, Bronx NY 10456, Ms. Figgs has continued to live in her apartment that has dangerous conditions for her small children because she cannot find another apartment to move into.
136. About ten months have elapsed since Ms. Figgs was denied the opportunity to view 975 Sherman Avenue, Apt. #S44, Bronx NY 10456, but in spite of her best efforts, Ms. Figgs has been unable to move out.
137. In the interim, the conditions in her current apartment have grown worse. The mice infestation in Ms. Figgs' current apartment is now so severe that mice chew on and damage her and her children's clothes, and the mice come into the children's beds even during the daytime if Ms. Figgs is not there to scare them away. She wakes up daily to clean mouse droppings from her kitchen so she will be able to prepare meals for her children. Ms. Figgs fears for her children's health, but believes her current apartment is better than living in the street while she continues to look for a place to move. Ms. Figgs is under increased stress and fear for her children's health.
138. As a result of Defendants' discriminatory actions, Ms. Figgs has suffered a loss of her civil rights, and economic and emotional harm. This action seeks to remedy her unlawful treatment and compensate her for the humiliation and suffering she has had to endure because Defendant brokers, managing agents, and landlords' open violation of the law.

**FIRST CAUSE OF ACTION**

**(New York City Human Rights Law)**

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

140. Plaintiffs are all aggrieved persons, as defined in the New York City Administrative Code § 8-502(a).
141. Defendants' conduct as described above constitutes an unlawful discriminatory practice to refuse to rent or lease, refuse to negotiate for the rental or lease, represent that any 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, namely FHEPS, CityFHEPS and other HRA subsidies, in violation of the New York City Administrative Code §§ 8-107(5)(a)(1), (2) and (c)(1).
142. Defendants' oral and written statements to Plaintiffs, 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 the New York City Administrative Code § 8-107(5)(a)(3) and (c)(2).
143. Defendants' conduct as set forth above constitutes aiding or abetting the doing of acts forbidden by the New York City Human Rights Law in violation of the New York City Administrative Code § 8-107(6).
144. Defendants' conduct was willful, intentional, and made in disregard for the rights of others.
145. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have sustained damages alleged herein.



146. Accordingly, under the New York City Administrative Code §§ 8-502(a) and (f), Plaintiffs are entitled to actual damages, punitive damages, compensatory damages, injunctive relief, and reasonable attorneys' fees and costs.

**SECOND CAUSE OF ACTION**

**(New York State Human Rights Law)**

147. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.
148. Defendants' actions towards Plaintiffs Gina Marti, Roshana Harper, Barbara Jackson, Malik Scott, and Shaniece Figgs, as described above, constitutes an unlawful discriminatory practice to refuse to rent or lease, refuse to negotiate for the rental or lease, represent that any 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, namely FHEPS, CityFHEPS and other HRA subsidies, in violation of N.Y. Exec. Law §296(5)(a)(1).
149. Defendants' oral and written statements to Plaintiffs Gina Marti, Roshana Harper, Barbara Jackson, Malik Scott, and Shaniece Figgs, 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 the N.Y. Exec. Law §296(5)(a)(3).
150. Defendants' conduct was willful, intentional, and made in disregard for the rights of others.

151. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs Gina Marti, Roshana Harper, Barbara Jackson, Malik Scott, and Shaniece Figgs, have sustained damages alleged herein.
69. Under the NYS Human Rights Law, Plaintiffs Gina Marti, Roshana Harper, Barbara Jackson, Malik Scott, and Shaniece Figgs, are entitled to actual damages, punitive damages, compensatory damages, and reasonable attorneys' fees and costs.


**REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs demand judgment be entered as follows:

1. That the Court declare that Defendants' refusal to accept all Plaintiffs' housing subsidies violates Sections 8-107(5)(a)(1), 8-107(5)(a)(2), and 8-107(5)(c)(1) of the Administrative Code;
2. That the Court declare that Defendants' refusal to accept the housing subsidies of Plaintiffs Gina Marti, Roshana Harper, Barbara Jackson, Malik Scott, and Shaniece Figgs, violates Sections §296(5)(a)(3), §296(5)(a)(1) of the N.Y. Executive Law;
3. That the Court enjoin the Defendants, their agents, employees and successors, and all other persons in active concert or participation from:
  - a. Denying or withholding housing accommodation, or otherwise making a housing accommodation unavailable on the basis of any lawful source of income;
  - b. Representing to any person that a housing accommodation is not available for inspection, rental, or lease because of lawful source of income when such housing accommodation is in fact so available;

- c. Declaring, printing, or circulating, or causing to be declared, circulated or printed, any statement with respect to the rental or lease of a housing accommodation which expressed, directly or indirectly, any limitation, specification or discrimination on the basis of source of income;
- d. Aiding, abetting, inciting, compelling, or coercing of any acts forbidden by the New York City or State Human Rights Law;
- 4. That the Court award the Plaintiffs actual damages;
- 5. That the Court award the Plaintiffs punitive damages;
- 6. That the Court award the Plaintiffs reasonable attorney's fees and costs; and
- 7. That the Court award such other and further relief as this Court deems just and proper.

Dated: Bronx, New York  
September 22, 21

By:   
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