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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,) Case No.
)
Plaintiff,)
)
v.)
)
ROSEWOOD PARK, LLC, BUFF) **COMPLAINT**
MANAGEMENT, INC.,)
CHAIM FREEMAN,)
JANET NOWACK, and MAGGIE CUEVAS)
)
Defendants.)
_____)

The United States of America (“United States”) alleges as follows:

NATURE OF THE ACTION

1
2 1. This action is brought by the United States to enforce Title VIII of the Civil
3 Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“Fair
4 Housing Act”), 42 U.S.C. §§ 3601-3631. It is brought on behalf of Silver State Fair Housing
5 Council, Inc. (“SSFHC”), Joyce E. Ruano, Greg Ruano and Josh Ruano, pursuant to 42
6 U.S.C. § 3612(o), as well as 42 U.S.C. § 3614(a).
7

8 **JURISDICTION AND VENUE**

9 2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1345, 42
10 U.S.C. § 3612(o), and 42 U.S.C. § 3614(a).

11 3. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial
12 part of the events or omissions giving rise to the United States’ claims occurred there.
13

14 **DEFENDANTS AND THE SUBJECT PROPERTY**

15 4. The Rosewood Park Apartments (“Rosewood” or “Rosewood Apartments”), is a
16 902-unit residential apartment complex located at 4500 Mira Loma Drive; 4650 Sierra Madre
17 Drive; and 4650 Foxfire Drive in Reno, Nevada 89502. These units are “dwellings” within
18 the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b).
19

20 5. Defendant Rosewood Park, LLC is a Nevada limited-liability company, and an
21 owner and operator of Rosewood Apartments.

22 6. Defendant Buff Management, Inc. is a California corporation that is authorized to
23 do business in Nevada. Buff Management, Inc. manages Rosewood Apartments.
24

25 7. Defendant Chaim Freeman is a partner in Rosewood Park, LLC, is the owner of
26 Buff Management, Inc., and sets the rules and policies for Rosewood Apartments, including
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1 the policies for assistance animals. He sets these policies in coordination with the general
2 manager.

3 8. Defendant Janet Nowack is employed as the general manager of Rosewood
4 Apartments and sets the policies for Rosewood Apartments in coordination with Defendant
5 Freeman.

6 9. Defendant Maggie Cuevas is employed as a leasing manager of Rosewood
7 Apartments.
8

9 **FACTUAL ALLEGATIONS**

10 10. At least from approximately March 2010 until approximately February 2011,
11 Rosewood Apartments allowed dogs to be kept as pets in the complex, but tenants who owned
12 dogs were required to pay a \$400 deposit and \$40 per month pet fee. Dog owners were also
13 required to live in a certain section of the complex. After approximately February 2011,
14 Rosewood Apartments no longer allowed dogs at the property.
15

16 11. Since at least March 30, 2010, Defendants have instituted or enforced
17 discriminatory policies with respect to assistance animals used by persons with disabilities.
18 These policies include but are not limited to: limiting individuals with assistance animals to a
19 particular section of Rosewood Apartments; subjecting such individuals to pet fees; and
20 barring uncertified service animals altogether.
21

22 12. Silver State Fair Housing Council, Inc. (“SSFHC”), Joyce E. Ruano, Greg Ruano,
23 and Josh Ruano were victims of Defendants’ discriminatory policies or practices.
24

25 **A. Silver State Fair Housing Council**

26 13. SSFHC is a non-profit corporation organized under the laws of Nevada. SSFHC
27 works to eliminate housing discrimination and to ensure equal housing opportunities for all
28

1 residents of Nevada by providing a variety of services directed toward education and
2 enforcement. Its activities include: 1) investigating allegations of discrimination; 2)
3 conducting investigations of housing facilities to determine whether equal opportunity in
4 housing is provided; 3) taking such steps as it deems necessary to assure such equal
5 opportunity and to counteract and eliminate discriminatory housing practices; 4) providing
6 outreach and education to the Nevada community, including housing providers and
7 consumers, regarding fair housing; and 5) monitoring and training housing providers that have
8 previously engaged in discriminatory housing practices.
9

10 14. Between March 30, 2010 and November 5, 2011, SSFHC investigated
11 Defendants' rental practices pertaining to the use of assistance animals by persons with
12 disabilities to assess whether discriminatory conduct was occurring at the property.
13

14 15. On March 30, 2010, an SSFHC tester visited Rosewood Apartments. The tester
15 told the Rosewood employee that she was looking for an apartment to rent and revealed that
16 her husband had a service dog for his disability. The Rosewood employee explained that
17 there was a \$400 deposit and \$40 per month fee for dogs. The tester asked whether these fees
18 would be waived for her husband's service dog, and the Rosewood employee told the tester
19 that the pet deposit would be waived only if the dog was trained and certified.
20

21 16. This tester called Rosewood Apartments again on June 18, 2010. She spoke to a
22 different Rosewood employee than in the first test. She informed the employee that her
23 husband had a service dog and asked what she needed to do to certify the dog so that any fees
24 or deposit would be waived. The Rosewood employee suggested that she conduct an online
25 search of the term "dog certification." The employee also told her that if the dog was
26 certified, she could live at any available unit at the property. The employee explained that if
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1 the dog was not certified, she would have to live in a certain section of the complex. The
2 employee did not know under what circumstances the fees would be waived and suggested
3 that she speak to the manager.

4 17. This tester called Rosewood Apartments a final time on June 21, 2010, to speak to
5 the manager about waiving fees for her husband's service animal. The Rosewood manager
6 said that the dog needed to be licensed, and suggested that she search online for a test that
7 would certify the dog as a service animal. The manager stated that, as a courtesy, she would
8 waive pet fees and cut the pet deposit in half if the dog was certified.
9

10 18. On May 13, 2010, an SSFHC tester contacted Rosewood Apartments by
11 telephone. He spoke to Defendant Maggie Cuevas. He informed her that he had a service
12 animal and asked whether pet fees, including the \$400 deposit and \$40 per month fee, would
13 be waived. Defendant Cuevas said that Rosewood would cut the deposit in half, but if he
14 wanted the pet rent waived, he would need to arrange that with the manager, who was not in
15 at the time.
16

17 19. On October 8, 2010, an SSFHC tester contacted Rosewood Apartments by
18 telephone, and she spoke to Defendant Cuevas. During the conversation, the tester mentioned
19 that she had an emotional support dog and asked whether she had to pay fees for the dog.
20 Defendant Cuevas stated that Rosewood only waives pet fees and deposit for "seeing eye
21 dogs" and not for people who "have a choice." The tester explained that the dog supports her
22 disability-related needs. Defendant Cuevas responded that the tester would need to talk to the
23 manager about waiving fees and certification for her assistance animal.
24
25

26 20. This tester called Rosewood Apartments again on November 12, 2010, to speak to
27 the manager. She spoke to Defendant Cuevas who said that the manager was in a meeting.
28

1 The tester explained that she had called previously and was wondering what she needed to do
2 to have the fees waived for her service dog. Defendant Cuevas asked a co-worker, “do you
3 know what our policy on service dogs is? I know a doctor’s note won’t do.” Defendant
4 Cuevas then told the tester that she should “google red coat or red code” or “google dog
5 certification.” Defendant Cuevas told her that a county dog license was insufficient and that
6 her assistance animal needed a “special service animal license.”
7

8 21. On June 21, 2011, an SSFHC tester contacted Rosewood Apartments by phone.
9 The tester spoke to Defendant Cuevas and explained to her that he was looking for a unit for
10 his mother who had a cocker spaniel service dog. He asked her what would be required for a
11 reasonable accommodation to waive pet fees. Defendant Cuevas told him that the dog needed
12 to be certified for fees to be waived and suggested that he “check with a place like Petco to
13 get the dog certified as a service animal.” She explained that a doctor’s note alone was
14 insufficient for Rosewood to waive the full pet fees and deposit.
15

16 22. On November 5, 2011, an SSFHC tester contacted Rosewood Apartments by
17 phone. The tester disclosed to the Rosewood employee that she had an assistance dog for her
18 disability. The employee asked whether the dog was “red coat certified,” which she explained
19 signified that the dog was trained. The tester explained that the dog was not certified but
20 trained for her disability-related needs. The employee responded that Rosewood does not
21 allow companion dogs or dogs with only doctors’ notes. The employee explained that even if
22 the dog was “red coat certified”, she still must pay pet fees and deposit.
23

24 23. In response to the discriminatory conduct uncovered through testing, SSFHC
25 mailed approximately 900 brochures and educational literature about reasonable
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1 accommodations and modifications to Rosewood Apartment tenants, to educate them about
2 the fair housing rights of people with disabilities.

3 **B. Joyce Ruano, Greg Ruano, and Josh Ruano**

4 24. Joyce E. Ruano has been diagnosed with various physical and mental
5 impairments, including depression and anxiety, which substantially impair her major life
6 activities. Her mental illness limits her ability to interact with others and engage in everyday
7 tasks, such as cleaning her home, among other things. Ms. Ruano receives benefits from the
8 Social Security Administration because of her disabilities.
9

10 25. Ms. Ruano's psychiatrist advised her to obtain a dog to assist with her anxiety and
11 depression. Ms. Ruano obtained a dog in approximately 2008, and she relies on her dog to
12 help her cope with anxiety and depression. The dog comforts her before and during panic
13 attacks, and reduces her anxiety overall, making it easier for her to interact with others and
14 engage in everyday tasks.
15

16 26. In November 2011, Ms. Ruano called Rosewood Apartments to inquire about
17 renting an apartment for her, her husband Greg Ruano, and her son Josh Ruano. Ms. Ruano
18 spoke to a Rosewood employee and told him that she was looking to rent an apartment, that
19 she has a disability, and that she had a service dog. The Rosewood employee informed her
20 that no dogs were allowed at Rosewood Apartments.
21

22 27. On December 9, 2011, Ms Ruano visited the Rosewood Apartments rental office
23 to apply for an apartment in person. Ms. Ruano told the leasing manager, Defendant Cuevas,
24 that she was looking for such an apartment. Defendant Cuevas informed Ms. Ruano that
25 apartments were available.
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- 1 b. Discriminated in the terms, conditions or privileges of the rental of a dwelling, or
2 in the provision of services or facilities in connection with such dwelling, on the
3 basis of disability, in violation of 42 U.S.C. § 3604(f)(2);
- 4 c. Refused to make reasonable accommodations in the rules, policies, practices, or
5 services, when such accommodations may be necessary to afford equal
6 opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. §
7 3604(f)(3)(B);
- 8 d. Made or caused to be made statements with respect to a dwelling that indicate a
9 preference, limitation, or discrimination based on disability or an intention to
10 make any such preference, limitation, or discrimination, in violation of 42 U.S.C.
11 § 3604(c); and
- 12 e. Represented, based on disability, that a dwelling is not available for rental when
13 such dwelling is in fact so available, in violation of 42 U.S.C. § 3604(d).

14 39. As a result of Defendants' conduct, Joyce E. Ruano, Greg Ruano, Josh Ruano,
15 and Silver State Fair Housing Council have suffered damages and are aggrieved persons
16 within the meaning of 42 U.S.C. § 3602(i).

17 40. Defendants' conduct described herein was intentional, willful, and taken in
18 reckless disregard for the rights of Joyce E. Ruano, Greg Ruano, Josh Ruano, and Silver State
19 Fair Housing Council.

20 **SECOND CLAIM FOR RELIEF**

21 41. Plaintiff re-alleges and incorporates by reference the allegations set forth in
22 paragraphs 1 through 35 above.

1 42. Defendants' actions, conduct, policies, and statements, as described above,
2 constitute:

- 3 a. A pattern or practice of resistance to the full enjoyment of rights granted by the
4 Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, in violation of 42 U.S.C. § 3614(a);
5 or
6
7 b. A denial to a group of persons of rights granted by the Fair Housing Act, 42
8 U.S.C. § 3601 *et seq.*, which raises an issue of general public importance, in
9 violation of 42 U.S.C. § 3614(a).

10 43. In addition to Joyce E. Ruano, Greg Ruano, Josh Ruano, and Silver State Fair
11 Housing Council, there may be other persons who have been injured by Defendants'
12 discriminatory actions and practices as described above. Such individuals are also aggrieved
13 persons within the meaning of 42 U.S.C. § 3602(i).
14

15 44. Defendants actions, as set forth above, were intentional, willful and/or taken in
16 reckless disregard for the rights of others.
17

18 WHEREFORE, the United States prays for relief as follows:

- 19 1. A declaration that the Defendants' actions, policies and practices, as alleged herein,
20 violate the Fair Housing Act;
- 21 2. An injunction against Defendants, their agents, employees, and successors, and all other
22 persons in active concert or participation with any of them, prohibiting them from:
- 23 a. discriminating on the basis of disability in any aspect of the sale or rental of a
24 dwelling;
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- b. discriminating in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, on the basis of disability;
- c. refusing to make reasonable accommodations in the rules, policies, practices, or services, when such accommodations may be necessary to afford equal opportunity to use and enjoy a dwelling;
- d. stating any preference, limitation or discrimination on the basis of disability;
- e. representing, based on disability, that a dwelling is not available for rental when such dwelling is in fact so available,
- f. failing or refusing to take such steps as may be necessary to restore, as nearly as practicable, Joyce E. Ruano, Greg Ruano, Josh Ruano, and Silver State Fair Housing Council, and any other aggrieved persons to the position they would have been in but for the discriminatory conduct; and
- g. failing or refusing to take such steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future and to eliminate, to the extent practicable, the effects of Defendants' unlawful housing practices.

3. An award of monetary damages to Joyce E. Ruano, Greg Ruano, Josh Ruano, and Silver State Fair Housing Council and each other person injured by the Defendants' discriminatory practices, pursuant to 42 U.S.C. §§ 3612(o), 3613(c)(1) and 3614(d)(1)(B).

4. An assessment of a civil penalty against the Defendants in an amount authorized by 42 U.S.C. § 3614(d)(1)(C), to vindicate the public interest.

1 5. The United States further prays for such additional relief as the interests of justice may
2 require.

3
4 Dated: November 15, 2012

5 Respectfully submitted,

6 ERIC HOLDER
7 Attorney General

8 /s/ Thomas E. Perez

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