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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,)
)
 Plaintiff)
)
 v.)
)
 WESTFIELD PARTNERS, GALMAN)
 GROUP, LTD, and JEFFREY LEBRON)
)
 Defendants.)
 _____)

CIVIL ACTION NO. 14 6651

COMPLAINT and JURY DEMAND

FILED

NOV 20 2014

MICHAEL E. KUNZ, Clerk
By [Signature] Dep. Clerk

The United States of America alleges as follows:

NATURE OF ACTION

1. The United States brings this action to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 *et seq.* ("Fair Housing Act"). This action is brought on behalf of Stephen Roache, pursuant to 42 U.S.C. § 3612(o).

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3612(o) and § 3614(a).
3. Venue is proper in this District under 28 U.S.C. § 1391(b) because the events or omissions giving rise to the United States' claims occurred there, and the property that is the subject of this suit is located there.

PARTIES AND PROPERTY

4. Westfield Apartments is located at located at 2237 Bryn Mawr Avenue in Philadelphia, Pennsylvania. Westfield Apartments has 105 units on three floors which are served by one elevator.

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5. Defendant Westfield Partners is based in Jenkintown, Pennsylvania, and owns Westfield Apartments.
6. Defendant Galman Group, LTD (“Galman”) is based in Jenkintown, Pennsylvania, and is the property management company for Westfield Apartments.
7. Defendant Galman employed Defendant Lebron as a property manager at Westfield Apartments from approximately 2011 until April 2013. Defendant Lebron resides in Bloomfield, New Jersey.
8. The units at Westfield Apartments are “dwelling[s]” within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b).
9. At all relevant times, Stephen Roache is and has been a person with a disability as defined by the Fair Housing Act, 42 U.S.C. § 3206(h). He has a physical medical condition that restricts his mobility and requires that he use an oxygen device and an electric scooter or manual wheelchair.

FACTUAL ALLEGATIONS

10. On or about December 1, 2010, Mr. Roache leased unit #209 at Westfield Apartments from Defendant Galman. Unit #209 was located on the second floor of the building.
11. To access his apartment, Mr. Roache relied on the building’s single elevator.
12. In late May 2012, Defendants notified the tenants of Westfield Apartments that a new elevator would be installed in the building and once the installation began, tenants would be without an elevator for approximately three months.
13. On June 12, Galman’s Director of Property Management sent a letter to tenants reminding them of the upcoming installation, this time stating that it would take six to eight weeks to complete. The letter noted that “[s]hould you require special assistance

during this time, please do not hesitate to contact Jeffrey Lebron We will do our best to accommodate you.”

14. Without a functioning elevator, Mr. Roache would be unable to access or leave his second-floor unit.
15. Upon receiving notice of the elevator project, Mr. Roache contacted the Westfield Apartments office and verbally requested as a reasonable accommodation that Defendants transfer him to a first-floor unit.
16. Mr. Roache contacted the office by phone numerous times in June 2012 regarding his request, and spoke with Mr. Lebron. Mr. Lebron informed Mr. Roache that no first-floor units were available.
17. In late June or early July 2012, Mr. Roache sent Mr. Lebron a written request for a transfer to a first-floor unit as a reasonable accommodation.
18. By letter dated July 3, 2012, Mr. Lebron informed Mr. Roache that “[u]nfortunately, we do not have availability for a one or two bedroom apartment on the 1st floor that will help accommodate you.” The letter also stated, “With much thought and consideration, we would like to extend the offer to end your Lease Agreement anytime from now until September 30, 2012 without any penalties.”
19. After receiving the July 3 letter, Mr. Roache called Mr. Lebron and others in the Westfield Apartments office to follow up about his reasonable accommodation request, and to ask whether there were available apartments in Defendants’ other apartment buildings. Defendants failed to return his calls and did not provide any information about available units in other buildings.

20. Also in July 2012, Mr. Roache saw an eviction notice pertaining to one of the first-floor apartments in his building. When Mr. Roache asked Mr. Lebron about the apartment, Mr. Lebron denied any knowledge about the pending eviction and told Mr. Roache again that there were no units available.
21. During the time period of Mr. Roache's reasonable accommodation request, one or more first-floor units became available at Westfield Apartments. Defendants failed to offer the available unit(s) to Mr. Roache.
22. During the time period of Mr. Roache's reasonable accommodation request, Defendants offered and rented the available first-floor units to other individuals who did not have physical disabilities.
23. On September 14, 2012, Mr. Lebron sent Mr. Roache a lease renewal notice informing him that his rent would increase by \$25.00 per month to \$755/month beginning in January 2013, and if he wanted to terminate his lease, he would have to notify management in writing by October 1, 2012.
24. On September 27, 2012, Mr. Lebron sent a letter to tenants at Westfield Apartments reminding them that the elevator replacement would commence on or around November 1, and that the installation would take six to eight weeks to complete.
25. On September 28, 2012, Mr. Roache sent Mr. Lebron a letter stating that because Defendants did not provide a first-floor unit, he would vacate his apartment.
26. Mr. Roache moved out on October 1, 2012, as a result of Defendants' failure to grant him a reasonable accommodation.
27. Defendants' actions caused Mr. Roache considerable emotional distress. As his repeated requests for a reasonable accommodation failed to secure him a first-floor apartment, he

grew increasingly upset and anxious that he would become homeless if he did not find alternate housing. This stress made it difficult for him to eat and sleep.

28. Defendants' conduct has imposed significant direct economic costs on Mr. Roache. Relocating caused Mr. Roache to incur out-of-pocket expenses, including moving costs and the fees and deposits necessary to move into his new apartment. In addition, Mr. Roache's new apartment is more expensive than his apartment at Westfield Apartments.
29. Mr. Roache's new apartment is less accessible and less conveniently located than Westfield Apartments. There are steps up to the building entrance, and Mr. Roache must rely on assistance from others to help him navigate the steps with a cane and/or walker. Mr. Roache cannot use his electric scooter at the new apartment because there is no entrance ramp, and may use only his manual wheelchair. In addition, after moving, Mr. Roache was forced to find a new pulmonary doctor closer to his new apartment because he could no longer reach the doctor's office by public transportation.

HUD ADMINISTRATIVE PROCESS

30. On or around June 13, 2013, Mr. Roache filed a timely Fair Housing Complaint against Westfield Partners, Galman Group, LTD, and Jeffrey Lebron with the United States Department of Housing and Urban Development ("HUD").
31. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. Based upon the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined, among other things, that reasonable cause existed to believe that Defendants violated the Fair Housing Act. Therefore, on September 30, 2014, the Secretary issued a Charge of Discrimination,

pursuant to 42 U.S.C. § 3610(g)(2)(A), charging the above-named Defendants with engaging in discriminatory housing practices on the basis of disability.

32. On October 21, 2014, Defendants elected to have the claims asserted in the HUD Charge resolved in a civil action pursuant to 42 U.S.C. § 3612(a). On October 22, the Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District Court and terminated the administrative proceeding on Mr. Roache's complaint.
33. Following this Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action, pursuant to 42 U.S.C. § 3612(o).

COUNT I

33. Plaintiff re-alleges and incorporates by reference the allegations set forth above.
34. By the actions set forth above, Defendants have:
 - a. Discriminated in the rental, or otherwise made unavailable or denied dwellings because of disability, in violation of 42 U.S.C. § 3604(f)(1);
 - b. Discriminated in the terms, conditions or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2);
 - c. Refused to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and
 - d. Represented that any dwelling is not available for rental when such a dwelling is in fact available, because of disability, in violation of 42 U.S.C. § 3604(d).

35. As a result of Defendants' conduct, Mr. Roache has been injured and is an "aggrieved person" as defined by 42 U.S.C. § 3602(i).
36. The discriminatory actions of the Defendants were intentional, willful, and taken in reckless disregard of the rights of Mr. Roache.

PRAAYER FOR RELIEF

WHEREFORE, the United States of America prays for relief as follows:

1. A declaration that the discriminatory conduct of Defendants as set forth above violates the Fair Housing Act;
2. An injunction against Defendants, their agents, employees, successors, and all other persons in active concert or participation with any of them from:
 - a. Discriminating on the basis of disability, in violation of the Fair Housing Act;
 - b. Failing or refusing to take such affirmative steps as may be necessary to restore Mr. Roache, as nearly as practicable, to the position he would have been in but for the discriminatory conduct;
 - c. Failing or refusing to take such affirmative 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 practices; and
3. An award of monetary damages to Mr. Roache pursuant to 42 U.S.C.

§§ 3612(o)(3) and 3613(c)(1).

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

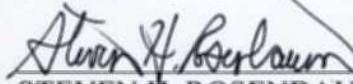
Dated: November 20, 2014

Respectfully submitted,

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