

JUDGE KARAS

PREET BHARARA
United States Attorney for the
Southern District of New York
By: REBECCA S. TINIO
Assistant United States Attorney
86 Chambers Street – 3rd Floor
New York, New York 10007
Tel. No.: (212) 637-2774
Fax No.: (212) 637-2702
rebecca.tinio@usdoj.gov

13 CV 85591

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

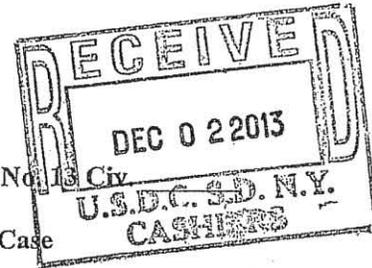
UNITED STATES OF AMERICA,

Plaintiff,

-against-

61 MAIN STREET CORPORATION and
ROSARIO MACRI,

Defendants.



Case No. 13 Civ

ECF Case

Jury Trial Demanded

COMPLAINT

The United States of America alleges as follows:

NATURE OF THE ACTION

1. The United States brings this civil rights action for declaratory relief, injunctive relief, monetary damages and civil penalties under the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (the "Fair Housing Act"), 42 U.S.C. §§ 3601, *et seq.*, to redress discrimination on the basis of race or color.

2. As alleged more fully below, Defendants 61 Main Street Corporation ("61 Main"), the owner of a residential apartment complex located at 123 South Broadway in Irvington, New York (the "Apartment Complex"), and Defendant Rosario Macri (collectively

with 61 Main, "Defendants"), the president of 61 Main and manager of the Apartment Complex, have engaged in a pattern or practice of unlawfully discriminating against African-Americans based on their race and color by (a) failing to inform African-Americans about available apartments, or telling such persons that certain apartments are not available, while telling similarly situated Caucasian persons about the availability of such apartments; (b) failing to show African-Americans available apartments, or negotiate for the rental of such apartments, while at the same time showing similarly situated Caucasian persons available apartments, and negotiating for the rental of such apartments; (c) failing to provide the contact information for pursuing rental applications to African-Americans, while providing such information to similarly situated Caucasian persons; (d) failing to quote the same rent prices and security deposit amounts to African-Americans as those provided to similarly situated Caucasian persons, and failing to inform African-Americans of opportunities to negotiate lower rents and security deposit amounts, while informing similarly situated Caucasians of those opportunities; and (e) otherwise treating African-American prospective renters less favorably than similarly situated Caucasian prospective renters.

3. The conduct of Defendants described above constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601-3619; and a denial to a group of persons of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601-3619, which denial raises an issue of general public importance.

4. Defendants' conduct violates the Fair Housing Act and should be declared unlawful and permanently enjoined, and appropriate money damages should be awarded.

5. The United States requests a trial by jury as to the issues of liability and monetary damages.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3614(a).

7. Venue is proper in this District because the claims alleged in this action arose in Westchester County, New York, in the Southern District of New York, and concern or otherwise relate to real property located in this District.

PARTIES

8. The plaintiff is the United States of America.

9. Upon information and belief, Defendant 61 Main, located at 43 Taxter Road, Irvington, New York, 10533, is the owner of the Apartment Complex. 61 Main is incorporated under the laws of the State of New York.

10. Upon information and belief, Defendant Rosario Macri, residing at 43 Taxter Road, Irvington, New York, 10533, is the president of 61 Main and the manager of the Apartment Complex.

FACTS

11. The Apartment Complex is an approximately 21-unit residential apartment building located in the Village of Irvington, New York. The rental units of the Apartment Complex are "dwellings" within the meaning of 42 U.S.C. § 3602(b). Upon information and belief, Chiara Macri is the rentals manager of the Apartment Complex, as well as the chief executive officer of 61 Main and the wife of Rosario Macri.

Test One

12. On August 9, 2012, Rosario Macri showed a Caucasian tester a one-bedroom apartment and a two-bedroom apartment in the Apartment Complex and quoted rents of

\$1700/month for the one-bedroom and \$2400/month for the two-bedroom. Rosario Macri also indicated that the required security deposit would be one month's rent, and requested one month's rent paid in advance. Rosario Macri told the Caucasian tester that he was the manager of the property and that his wife managed rentals. Rosario Macri advised the Caucasian tester to call Macri's wife to continue the rental application process and provided contact information, and also told the Caucasian tester that the rent for the two-bedroom apartment might be negotiable.

13. The next day, on August 10, 2012, when an African-American tester inquired about two-bedroom apartments, Rosario Macri told the African-American tester that he did not know when rental applications would be available; did not show or offer to show the tester any apartments; and did not provide any other information about the apartments to the African-American tester. Rosario Macri never informed the African-American tester that he was the manager of the Apartment Complex, although he had readily provided that information to a Caucasian tester the previous day, on August 9, 2012. Rosario Macri did not inform the African-American tester that his wife handled rentals or provide his wife's contact information.

14. Five days later, on August 15, 2012, Chiara Macri quoted rents of \$1750/month for a one-bedroom apartment and \$2500/month for a two-bedroom apartment to an African-American tester. Chiara Macri told the African-American tester that the security deposit would be one month's rent, and requested first and last months' rent in advance. Chiara Macri did not indicate that any of these rental terms might be negotiable.

15. Later that same day, on August 15, 2012, Chiara Macri quoted a rent of \$1700/month for a one-bedroom apartment and \$2500/month for a two-bedroom apartment to a Caucasian tester. Chiara Macri told the Caucasian tester that the rent on the two-bedroom

apartment, as well as the requirement to provide the last month's rent in advance, might be negotiable. Chiara Macri showed the Caucasian tester an additional two-bedroom apartment that she had identified as unavailable to the African-American tester.

Test Two

16. On August 24, 2012, a tester (who is African-American) inquired by phone about the availability of two-bedroom apartments at the Apartment Complex. Chiara Macri quoted a rent of \$2600/month and stated that the required security deposit was one month's rent, plus the first and last months' rent in advance. Chiara Macri stated that only one apartment was available, but that there was already an application on it.

17. Later that same day, on August 24, 2012, Rosario Macri showed a Caucasian tester a two-bedroom apartment, quoted a rent of \$2400/month, and indicated that the rent might be flexible. Rosario Macri indicated that the apartment would be available by September 1, and that another two-bedroom apartment might be available around September 15. Rosario Macri stated that the required security deposit was one month's rent plus the first month's rent in advance.

18. Three days later, on August 27, 2012, the same Caucasian tester who had visited the Apartment Complex on August 24, 2012 returned. The Caucasian tester again encountered Rosario Macri and asked him if the tester's wife could see the same two-bedroom apartment that Rosario Macri had showed to the Caucasian tester on August 24, 2012. After Rosario Macri agreed to show the Caucasian tester that apartment, the Caucasian tester told him that the tester's wife had found another apartment and terminated the visit.

19. As the Caucasian tester was leaving the Apartment Complex on August 27, 2012, an African-American tester arrived and inquired about available apartments. Rosario Macri gave

his name as "Ross." Rosario Macri acted as though he were only a worker at the Complex, saying that "we only work here," and implied that someone else was in charge of rentals. When the African-American tester asked Rosario Macri about the same two-bedroom apartment that Rosario Macri had shown to the Caucasian tester on August 24, 2012, and agreed to show to the Caucasian tester's wife earlier the same day on August 27, 2012, Rosario Macri stated that he thought the apartment had already been rented. When the African-American tester asked if any more apartments would become available by September 15, Rosario Macri said that he did not think any would be available. Rosario Macri provided no further information.

Test Three

20. On September 13, 2012, a Caucasian tester inquired about available apartments at the Apartment Complex. Rosario Macri stated that a one-bedroom apartment was available immediately and showed the Caucasian tester the apartment. Rosario Macri quoted a rent of \$1650/month and stated that the security deposit was one month's rent and the first month's rent in advance. Rosario Macri also showed the Caucasian tester an available two-bedroom apartment and quoted a rent of \$2200, and stated that the apartment would be ready on October 1. Rosario Macri provided the Caucasian tester with the phone number to call for further rental information, identified himself as the property manager and superintendent, and identified his wife as the rental manager.

21. The next day, on September 14, 2012, an African-American tester inquired about available apartments in the Apartment Complex. Rosario Macri did not identify himself as the property manager or the superintendent, as he had done during the Caucasian tester's visit the previous day, on September 13, 2012. Rather, Rosario Macri acted as though he were only a worker at the Complex, stated there was no superintendent on the grounds, and claimed that an

agency handled rentals for the Apartment Complex. Rosario Macri told the African-American tester that all of the apartments were rented and that a renovated two-bedroom apartment would rent for more than \$2600.

22. Approximately one hour after the African-American tester left the Apartment Complex on September 14, 2012, a Caucasian tester inquired about the availability of apartments. Although Rosario Macri initially acted as though he were just a worker, he then agreed to show two two-bedroom apartments to the Caucasian tester. Rosario Macri said that the apartments would be available on October 1 and quoted a rent of \$2300. Rosario Macri stated that the required security deposit would be one month's rent plus the first month's rent in advance. Rosario Macri suggested that he and the Caucasian tester exchange phone numbers, and advised the Caucasian tester to contact his wife in order to arrange the rental.

CLAIM FOR RELIEF

FOR VIOLATIONS OF THE FAIR HOUSING ACT

23. Plaintiff repeats the allegations set forth in paragraphs 1 through 22 of this Complaint as if fully set forth herein.

24. Defendants violated the Fair Housing Act by (a) refusing to negotiate for the rental of, or otherwise making unavailable or denying, dwellings to persons because of race or color, in violation of 42 U.S.C. § 3604(a); (b) discriminating against persons in the terms, conditions or privileges of rental, or in the provision of services or facilities in connection therewith, because of race or color, in violation of 42 U.S.C. § 3604(b); and (c) representing to persons because of race or color that dwellings are not available for rental when such dwellings are in fact so available, in violation of 42 U.S.C. § 3604(d).

25. Defendants' conduct constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601-3619; and a denial to a group of persons of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601-3619, which denial raises an issue of general public importance.

26. Upon information and belief, there are persons who have been the victims of discriminatory housing practices by Defendants. Such persons are aggrieved persons as defined in 42 U.S.C. § 3602(i), and have suffered injuries as a result of Defendants' conduct described above.

27. The discriminatory actions of Defendants were intentional, willful, and taken in disregard for the rights of the victims of this discrimination.

RELIEF REQUESTED

WHEREFORE, the United States requests that the Court enter judgment that:

a. Declares that Defendants' discriminatory practices violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.*;

b. Enjoins Defendants, their agents, employees and successors, and all other persons in active concert or participation with them, from discriminating on the basis of race or color against any person in any aspect of the rental of a dwelling, pursuant to 42 U.S.C. § 3614(d)(1)(A);

c. Enjoins Defendants, their agents, employees and successors, and all other persons in active concert or participation with them, from 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' discriminatory practices;

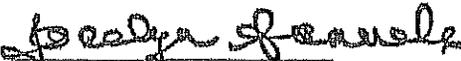
- d. Awards monetary damages, pursuant to 42 U.S.C. §§ 3613(c)(1) and 3614(d)(1)(B), to all persons harmed by Defendants' discriminatory practices;
- e. Assesses a civil penalty against Defendants in the maximum amount authorized by 42 U.S.C. § 3614(d)(1)(C), to vindicate the public interest; and
- f. Grants such further relief as the interests of justice may require.

Dated: New York, New York

August 2, 2013
December 2

ERIC H. HOLDER, JR.
Attorney General

By:



JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for the United States of America

By:



REBECCA S. TINIO
Assistant United States Attorney
86 Chambers Street -- 3rd Floor
New York, New York 10007
Tel. No.: (212) 637-2774
Fax No.: (212) 637-2702
rebecca.tinio@usdoj.gov