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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,	)	Case No
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
LAS VEGAS JAYCEES	)	<b><u>COMPLAINT</u></b>
SENIOR CITIZENS	)	
MOBILE HOME COMMUNITY,	)	<b>JURY DEMAND</b>
NEWPORT PACIFIC FAMILY OF	)	
COMPANIES, and	)	
SHERRY POLLEY-TOMPKINS	)	
	)	
Defendants.	)	
	)	

The United States of America ("United States") alleges as follows:

**NATURE OF THE ACTION**

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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 Complainants Patricia  
5 Ambrouso and Cheryl Rheamount (“Complainants”), pursuant to 42 U.S.C. § 3612(o).  
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**JURISDICTION AND VENUE**

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

**RELEVANT PARTIES AND THE SUBJECT PROPERTY**

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14           4. Plaintiff is the United States of America.

15           5. At the times relevant to this Complaint, Patricia Ambrouso was the owner and  
16 occupant of a mobile home located at 5805 West Harmon Avenue, # 126, Las Vegas, Nevada  
17 89103 (“subject property”), which was located at the Las Vegas Jaycees Senior Citizens  
18 Mobile Home Community (“Mobile Home Community”).  
19

20           6. Cheryl Rheamount, Ms. Ambrouso’s adult daughter, is and has been at all times  
21 relevant to this Complaint, an individual with a disability as defined by the Fair Housing Act,  
22 42 U.S.C. § 3602(h). In 2011, Ms. Rheamount was the victim of a violent crime. Ms.  
23 Rheamount was subsequently medically diagnosed with Post-Traumatic Stress Disorder  
24 (“PTSD”) and Major Depressive Disorder, which substantially impair her ability to work and  
25 interact with others. At all times relevant to the Complaint, Ms. Rheamount’s disability  
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1 caused her great anxiety and fear of leaving her home. She therefore used an assistance  
2 animal, a pit bull dog named Lil, which she brought with her when she left her home.

3 7. Defendant Las Vegas Jaycees Senior Citizens Mobile Community (“Jaycees”) is  
4 the owner of the Mobile Home Community. The Mobile Home Community represents itself  
5 as a low income, 55-and-older community, as defined by the Housing for Older Persons Act  
6 of 1995, and consists of 467 spaces for privately owned mobile homes and public and  
7 common use facilities, including a clubhouse, pool, and park.

8 8. Defendant Newport Pacific Family of Companies (“Newport”) manages mobile  
9 home and RV parks throughout the United States. Defendant Jaycees contracted with  
10 Defendant Newport to manage the Mobile Home Community.

11 9. At all times relevant to this Complaint, Defendant Polley-Tompkins was an  
12 employee of Defendant Newport and was the on-site Community Manager at the Mobile  
13 Home Community. Defendant Polley-Tompkins was responsible for the management of the  
14 Mobile Home Community, including managing its day-to-day operations, the review of  
15 reasonable accommodation requests, and the issuance of Notices to Quit and evictions.

16 10. According to the Rules and Regulations of the Mobile Home Community, which  
17 are incorporated by reference into its lease agreements, residents are allowed to have guests—  
18 including guests below the Mobile Home Community’s age requirements for residents—for  
19 overnight stays for up to 60 days per year.

20 11. The Mobile Home Community allows pets but has a breed-restriction policy, that  
21 prohibits, among other things, pit bull dogs.

22 12. The Mobile Home Community is a “dwelling” as defined by 42 U.S.C. §  
23 3602(b).

**FACTUAL ALLEGATIONS****Complainant Rheamount's Disability and Need for An Assistance Animal**

13. Beginning in 2011, shortly after falling victim to a violent crime, Ms. Rheamount began experiencing severe anxiety, fear, and depression, which caused her to stay at home for extended periods of time. Later that year, she obtained a pit bull dog named Lil, which helped ease her symptoms. She took Lil with her wherever she went. In December 2014, while living in Massachusetts, Ms. Rheamount began seeing a clinical nurse specialist/nurse practitioner specializing in mental health. The mental health professional diagnosed Ms. Rheamount with PTSD and advised her that she should continue to be accompanied by her assistance animal, which she noted helped alleviate her PTSD symptoms. From December 2014 through July 2015, Ms. Rheamount received treatment for her PTSD, including one-on-one sessions, group sessions, medication, and her assistance animal.

14. On September 3, 2015, after Ms. Rheamount advised her that she was moving to Las Vegas, her mental health professional provided a letter to Ms. Rheamount to help ensure that she would continue to be accompanied by her assistance animal in Las Vegas. The letter stated that Ms. Rheamount had been under her care, had been diagnosed with PTSD, and that Lil was an essential part of treating her PTSD.

**Complainants Rheamount and Ambrouso Request a Reasonable Accommodation from Defendants**

15. In or about April 2015, Ms. Ambrouso's mother passed away, and she inherited the subject property. At that time, Ms. Ambrouso's uncle, Frank Abbate, lived at the subject property.

1           16. After she moved to Las Vegas from Massachusetts, Ms. Rheamount and her  
2 assistance animal stayed at the subject property from July 22, 2015 through July 28, 2015.  
3 From July 28, 2015 through September 17, 2015, Ms. Rheamount and her assistance animal  
4 stayed at an extended stay hotel and a room she found through a roommate website. Ms.  
5 Rheamount did not feel comfortable with a roommate, and on September 17, 2015, she  
6 returned to the subject property, where she stayed until October 6, 2015.  
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8           17. On September 27, 2015, Mr. Abbate moved out of the subject property. Shortly  
9 thereafter, he informed Defendant Polley-Tompkins that Ms. Ambrouso was allowing her  
10 daughter to stay at the subject property with a pit bull dog.  
11

12           18. On September 27, 2015, Defendant Polley-Tompkins called Ms. Rheamount and  
13 informed her that she knew that she was staying with a pit bull, which violated the Mobile  
14 Home Community's breed-restriction policy, and that she would have to leave the premises  
15 immediately or would be served with an eviction notice. Ms. Rheamount replied that she was  
16 just visiting, that her dog was an emotional support animal and offered to show Defendant  
17 Polley-Tompkins her medical paperwork confirming that she had a disability and needed the  
18 dog as an assistance animal. Defendant Polley-Tompkins refused the documentation and  
19 repeated that Ms. Rheamount would need to leave the premises with her pit bull.  
20

21           19. The next day, on September 28, 2015, Ms. Ambrouso went to the leasing office  
22 and advised Defendant Polley-Tompkins that Ms. Rheamount was only staying at the subject  
23 property temporarily until she could find her own place, that Ms. Rheamount had a disability,  
24 and that her dog was an "ESA," (emotional support animal). Ms. Ambrouso offered to  
25 provide Defendant Polley-Tompkins documentation confirming her daughter's disability and  
26 need for the assistance animal. Defendant Polley-Tompkins refused the documentation and  
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1 stated that Ms. Rheamount and her dog would have to leave because pit bulls were not  
2 allowed. During this meeting, Defendant Polley-Tompkins also informed Ms. Ambrouso that  
3 she (Ambrouso) would need to fill out an application to live at the subject property as her  
4 name was not currently on the lease.

5 20. On or about September 30, 2015, while staying at the subject property, Ms.  
6 Rheamount was served with a Five-Day Notice to Quit, which stated that she had to vacate  
7 the premises within five days because she was underage and had a pit bull.

8 21. After receiving the notice, Ms. Rheamount called Defendant Polley-Tompkins  
9 and told her that she was a guest of Ms. Ambrouso's, that she had the right to be at her  
10 mother's home and that she was in the process of looking for an apartment. She reiterated  
11 that she had a medical letter confirming her disability and that her dog was an emotional  
12 support animal. Defendant Polley-Tompkins refused the documentation and stated that the pit  
13 bull was not allowed at the Mobile Home Community.

14 22. On or about October 2, 2015, Ms. Ambrouso returned to the rental office and  
15 submitted a rental application. Ms. Ambrouso told Defendant Polley-Tompkins that her  
16 daughter had PTSD, that her dog was an emotional support animal, and again offered to  
17 provide medical documentation of Ms. Rheamount's disability and need for her dog.  
18 Defendant Polley-Tompkins again refused to accept the medical documentation and repeated  
19 that Ms. Rheamount and her pit bull had to leave.

20 23. During that same October 2, 2015 conversation, Ms. Ambrouso informed  
21 Defendant Polley-Tompkins that she was going to have surgery on her right shoulder and was  
22 considering having Ms. Rheamount be her caregiver after the surgery. Defendant Polley-  
23 Tompkins replied that Ms. Rheamount could not be her caregiver because she had an  
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1 emotional support animal, questioning “How can your daughter be a caregiver for you if she  
2 has to have a service dog?”

3 24. On or about October 6, 2015, Ms. Ambrouso moved into her mobile home. When  
4 she went to the rental office that day to sign her lease, Defendant Polley-Tompkins again told  
5 Ms. Ambrouso that her daughter and the pit bull had to leave. Ms. Ambrouso replied that her  
6 daughter’s dog was an emotional support animal, and that, in any event, her daughter was no  
7 longer staying at the subject property.  
8

9 25. Ms. Rheamount left the subject property on October 6, 2015. On October 13,  
10 2015, she signed a lease and moved into her own apartment with her assistance animal.  
11

12 26. On or about October 14, 2015, Ms. Ambrouso found a Five-Day Notice to Quit  
13 taped to her door, which claimed that she was in violation of her lease agreement. This notice  
14 advised Ms. Ambrouso that her daughter and the pit bull must vacate the premises within five  
15 days or that Ms. Ambrouso would be evicted. Ms. Ambrouso called Defendant Polley-  
16 Tompkins the next day to inform her that her daughter and her assistance animal were not on  
17 the premises and had already leased an apartment elsewhere.  
18

19 27. On or about November 11, 2015, Ms. Rheamount and her assistance animal  
20 visited Ms. Ambrouso’s house. As she was leaving the Mobile Home Community after the  
21 visit, Ms. Rheamount stopped by the rental office and told Defendant Polley-Tompkins that  
22 her dog was an emotional support animal and that he was well behaved. Ms. Rheamount  
23 again offered to provide her medical documentation and the registration showing that the dog  
24 was an emotional support animal. Defendant Polley-Tompkins refused the documentation,  
25 and shouted at Ms. Rheamount that she and her dog could not be at the Mobile Home  
26 Community.  
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1           28. On the night of November 11, 2015, Ms. Ambrouso was served with a Complaint  
2 for Unlawful Detainer, which asserted that she had violated her lease by allowing her  
3 daughter and the pit bull to live at the homesite, and that she must immediately and  
4 permanently remove Ms. Rheamount and the dog. Ms. Ambrouso called Defendant Polley-  
5 Tompkins the following day and repeated that Ms. Rheamount and the dog were not staying  
6 on the premises. Defendant Polley-Tompkins directed Ms. Ambrouso to speak with the  
7 attorney who represented the Mobile Home Community.  
8

9           29. On November 23, 2015, Ms. Ambrouso's attorney emailed the Mobile Home  
10 Community's attorney. The email explained that Ms. Rheamount had been temporarily  
11 staying with Ms. Ambrouso with her assistance animal, but was no longer there. The email  
12 requested that Defendants allow Ms. Rheamount to visit her mother with her assistance  
13 animal and not interfere with Ms. Ambrouso's use and enjoyment of her property. The email  
14 included a copy of Ms. Rheamount's "ESA" badge and a copy of her then-current apartment  
15 lease, demonstrating that she did not live at the subject property, and offered to provide  
16 further documentation if so requested.  
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19           30. On November 25, 2015, the attorney for the Mobile Home Community sent a  
20 letter to Ms. Ambrouso's attorney, acknowledging receipt of the email, but stating that the  
21 Defendants intended to move forward with the eviction. The letter offered that Ms.  
22 Ambrouso could stay at her home only if she agreed that Ms. Rheamount "does not come  
23 back" and paid Defendants \$750. Defendants' letter did not respond to Ms. Ambrouso's  
24 email request that Ms. Rheamount be allowed to visit the property with her assistance animal.  
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26           31. Defendants proceeded with eviction proceedings against Ms. Ambrouso. On  
27 December 16, 2015, the Las Vegas Township Court issued an eviction judgment against Ms.  
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1 Ambrouso, finding that, although Ms. Ambrouso did not violate the 60-day guest rule, Ms.  
2 Rheamount was on the premises with a pit bull, which was a violation of the breed restriction  
3 rule.

4 32. The Clark County District Court upheld the eviction, and on January 2, 2017, Ms.  
5 Ambrouso was forced to move out of her home. Defendants refused to allow Ms. Ambrouso  
6 back onto the premises to prepare the subject property for sale, and she was forced to sell it a  
7 few weeks later for less than it was worth.  
8

9 **HUD ADMINISTRATIVE PROCESS**

10 33. On or about November 30, 2015, Ms. Ambrouso filed a timely complaint of  
11 housing discrimination with the United States Department of Housing and Urban  
12 Development (“HUD”), pursuant to 42 U.S.C. § 3610(a), naming Defendant Sherry Polley-  
13 Tompkins as a respondent. The Complaint was subsequently amended to include Ms.  
14 Rheamount as a complainant and Defendants Jaycees and Newport as respondents.  
15

16 34. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an  
17 investigation of the complaint, attempted conciliation without success, and prepared a final  
18 investigative report. Based on the information gathered in the investigation, the Secretary,  
19 pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that  
20 Defendants violated the Fair Housing Act. Accordingly, on August 26, 2019, the Secretary  
21 issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A).  
22

23 35. On September 16, 2019, Defendants elected to have these charges resolved in a  
24 federal civil action, pursuant to 42 U.S.C. § 3612(a). That same day, an Administrative Law  
25 Judge dismissed the administrative proceeding from the docket pursuant to Defendants’  
26 timely election.  
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1           36. The Secretary of HUD subsequently authorized the Attorney General to file this  
2 action on behalf of Ms. Ambrouso and Ms. Rheamount, pursuant to 42 U.S.C. § 3612(o).

3           37. Beginning on October 4, 2019, the United States and the Defendants have agreed  
4 to toll the expiration of any statute of limitations in this action up to and including September  
5 30, 2020.  
6

7                                   **FIRST CLAIM FOR RELIEF**

8           38. Plaintiff re-alleges and incorporates by reference the allegations set forth in  
9 paragraphs 1 through 37, above.

10          39. By the actions and statements referred to in the foregoing paragraphs, Defendants  
11 have:  
12

- 13           a. Discriminated in the rental, or otherwise made unavailable or denied, a  
14 dwelling to a renter on the basis of the disability of a person associated with a  
15 buyer or renter, in violation of 42 U.S.C. § 3604(f)(1);
- 16           b. Discriminated in the terms, conditions or privileges of the rental of a dwelling,  
17 or in the provision of services or facilities in connection therewith, on the  
18 basis of disability or the disability of a person associated with Ms. Ambrouso,  
19 in violation of 42 U.S.C. § 3604(f)(2); and
- 20           c. Refused to make reasonable accommodations in rules, policies, practices or  
21 services, when such accommodations may be necessary to afford such person  
22 equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. §  
23 3604(f)(3)(B).
- 24           d. Coerced, intimidated, threatened, or interfered with a person in the exercise or  
25 enjoyment of, or on account of her having exercised or enjoyed, or on account  
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1 of her having aided or encouraged any other person in the exercise or  
2 enjoyment of, a right granted or protected by 42 U.S.C. § 3604, in violation of  
3 42 U.S.C. § 3617.

4 40. As a result of Defendants' conduct, Ms. Ambrouso and Ms. Rheamount have  
5 been injured, suffered damages, and are "aggrieved persons" within the meaning of 42 U.S.C.  
6 § 3602(i).

7  
8 41. The discriminatory actions of the Defendants were intentional, willful, and taken  
9 in reckless disregard of the rights of Ms. Ambrouso and Ms. Rheamount.

10 PRAYER FOR RELIEF

11 WHEREFORE, the United States requests relief as follows:

12  
13 1. A declaration that the Defendants' actions, policies and practices, as alleged  
14 herein, violate the Fair Housing Act;

15 2. A declaration that the discriminatory conduct of Defendants as set forth above  
16 violates the Fair Housing Act;

17 3. An injunction against Defendants, their agents, employees, successors, and all  
18 other persons in active concert or participation with any of them from:

19  
20 a. Discriminating on the basis of disability, in violation of the Fair Housing Act;

21 b. Failing or refusing to take such affirmative steps as may be necessary to restore,  
22 as nearly as practicable, Ms. Ambrouso and Ms. Rheamount to the position they  
23 would have been in but for the discriminatory conduct; and

24  
25 c. Failing or refusing to take such affirmative steps as may be necessary to prevent  
26 the recurrence of any discriminatory conduct in the future.

