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12 **UNITED STATES DISTRICT COURT**
 13 **DISTRICT OF NEVADA**

14 UNITED STATES OF AMERICA,
 15 Plaintiff,
 16 v.

17 PREMIERE HOLDINGS, INC.,
 PREMIERE HOLDINGS RESIDENTIAL
 18 DIVISION, LLC, PREMIERE
 HOLDINGS RESIDENTIAL DIVISION,
 19 LLC, SERIES LV, LAURI VILLAFANE,
 and FELICIA ABDO

20 Defendants.

Case No.

COMPLAINT

JURY DEMAND

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

22 **NATURE OF THE ACTION**

23 1. This action is brought by the United States to enforce Title VIII of the Civil
 24 Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“Fair
 25 Housing Act”), 42 U.S.C. §§ 3601-3631. It is brought on behalf of Complainants Jessica
 26 Jones and Derald Williams, Jr. (“Complainants”), pursuant to 42 U.S.C. § 3612(o).
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1 **JURISDICTION AND VENUE**

2 2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and
3 1345, and 42 U.S.C. § 3612(o).

4 3. Venue is proper in this District under 28 U.S.C. § 1391(b) because the events
5 or omissions giving rise to the United States’ claims occurred there.

6 **RELEVANT PARTIES AND THE SUBJECT PROPERTY**

7 4. Plaintiff is the United States of America.

8 5. The residential property at issue in this action is an apartment building
9 located at 2201 Sunrise Avenue, Las Vegas, Nevada, 89101 (the “Subject Property”).

10 6. At the relevant times, Defendants Premiere Holdings Residential Division,
11 LLC and Premiere Holdings Residential Division, LLC, Series LV owned the Subject
12 Property.

13 7. Defendant Premiere Holdings, Inc. is a domestic corporation organized under
14 the laws of the state of Nevada. At the relevant times, Defendant Premiere Holdings, Inc.
15 was the management company for the Subject Property.

16 8. Defendant Lauri Villafane was, at the relevant times, the property manager of
17 the Subject Property.

18 9. Defendant Felicia Abdo is an officer of Defendants Premiere Holdings
19 Residential Division, LLC and Premiere Holdings Residential Division, LLC, Series LV,
20 and a manager and the Chief Financial Officer of Defendant Premiere Holdings Inc.

21 **FACTUAL ALLEGATIONS**

22 **HUD Complainants**

23 10. The Complainants are Jessica Jones and her adult son, Derald Williams, Jr.
24 Both are residents of Nevada.

25 11. Ms. Jones is an individual with a disability as defined by the Fair Housing
26 Act, 42 U.S.C. § 3602(h).¹ Ms. Jones has been diagnosed with several mental health

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28 ¹ Throughout this Complaint, the United States uses the term “disability” instead of
“handicap.” For purposes of the Fair Housing Act, the terms have the same meaning. *See*

1 disorders, as well as HIV. Ms. Jones' disabilities substantially limit one or more major life
2 activities including, but not limited to, concentrating, sleeping, thinking, communicating,
3 and maintaining interpersonal relationships.

4 12. In 2017, Ms. Jones adopted a gray and white pit bull named Lady. Ms. Jones
5 used Lady as an assistance animal. Lady helped to alleviate symptoms of Ms. Jones' mental
6 health disabilities, including by helping her feel less anxious and lonely.

7 13. Mr. Williams was a minor when his mother adopted Lady. He quickly
8 bonded with the dog and felt very close to her. He also saw that Lady helped his mother
9 manage her mental health conditions.

10
11 **Ms. Jones Requests a Reasonable Accommodation
from Defendants**

12 14. On December 6, 2018, Ms. Jones signed a rental lease agreement for an
13 apartment at the Subject Property. Defendant Villafane also signed the lease, on behalf of
14 the "landlord/owner" of the property, Defendant Premiere Holdings Residential Division,
15 LLC, Series LV. The rental agreement permitted pets, but only if tenants: completed an
16 application for pet approval, received written permission from the landlord, paid an
17 additional security deposit, and obtained additional liability insurance

18 15. On or about December 6, 2018, Ms. Jones and Mr. Williams moved into the
19 Subject Property.

20 16. At the time they moved in, Ms. Jones did not bring Lady and did not request
21 that Lady be allowed to live with her. Ms. Jones was concerned her new landlord would
22 disapprove of Lady and did not want to jeopardize her family's chance to obtain housing.
23 Ms. Jones planned to ask Defendants for permission to have Lady in her home as a
24 reasonable accommodation after moving into the Subject Property.

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28 *Helen L. v. DiDario*, 46 F.3d 325, 330 n.8 (3d Cir. 1995) ("The change in nomenclature from
'handicap' to 'disability' reflects Congress' awareness that individuals with disabilities find
the term 'handicapped' objectionable.").

1 17. On or shortly before moving into the property, Ms. Jones surrendered Lady to
2 The Animal Foundation (TAF), a local animal shelter, through its “Keeping Every Person
3 and Pet Together,” or “KEPPT,” program. The KEPPT program allowed Lady to stay
4 temporarily at the shelter while Ms. Jones sought a reasonable accommodation from
5 Defendants.

6 18. On December 16, 2018, Ms. Jones submitted a request for a reasonable
7 accommodation to have Lady live with her by sending a text message to Defendant
8 Villafane. During the text message exchange that day, Ms. Jones made it clear she was
9 seeking a reasonable accommodation and stated she “believe[d] she [could] ask for [a]
10 reasonable accommodation at anytime [sic].”

11 19. Between December 16, 2018, and December 19, 2018, Ms. Jones and
12 Defendant Villafane exchanged messages about the request.

13 20. On December 19, 2018, Defendant Villafane informed Ms. Jones that “[t]here
14 are some size and breed restrictions that are not allowed on any of the properties that
15 Premiere Holdings [m]anages,” and that “a pit b[u]ll is one of those breed restriction[s].”
16 She added, “Corporate has advised me that if the pit bull is on [the] property, they will have
17 me move forward with enforcement of the lease.” Ms. Jones responded stating that she
18 would email Defendant Villafane a note from her doctor and that she interpreted Defendant
19 Villafane’s message to be a threat.

20 21. That same day, December 19, 2018, Ms. Jones sent Defendant Villafane a
21 note signed by Dr. Daniel Park, M.D. The note stated that, “[d]ue to . . . disability, Ms.
22 Jones has certain limitations coping with . . . day-to-day situations,” and that Dr. Park
23 recommended she “obtain an emotional support animal.” The note also stated Dr. Park
24 believed the “presence of this animal will mitigate the symptoms Ms. Jones is currently
25 experiencing.” Defendant Villafane responded that she had “forwarded all this to
26 corporate.”

1 22. On December 20, 2018, Ms. Jones received a letter on Premiere Holdings,
2 Inc. letterhead, signed by Defendant Abdo, denying her reasonable accommodation request.
3 The letter stated, in pertinent part:

4
5 Premiere Holdings, Inc. has denied your request to add a “PITBULL” [sic] as
6 an “Emotional Support” dog (as indicated via text) to your lease. This breed
7 is not only on our “Breed Restriction” list due to the fact they are considered
8 a “dangerous” breed but RESTRICTED from our Insurance policy and is in a
9 direct violation of the policies that stand forth. Please ensure you abide by our
10 policy and ensure your Pitbull [sic] is not on premise. Should your Pitbull
11 [sic] be present on our property you will be in direct violation of your
12 Residential Lease Agreement at which Premiere Holdings shall enforce the
13 terms of the lease to ensure the safety of all tenants that occupy the above
14 property.

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17 23. In fact, the Defendants’ insurance policy did not restrict or prohibit pit bulls
18 as a breed.

19 24. The same day, December 20, 2018, Ms. Jones reached out to TAF, the shelter
20 where Lady was staying. She asked for an extension for Lady’s boarding there. TAF gave
21 Ms. Jones until the end of the day on December 22, 2018, to reclaim Lady. Ms. Jones was
22 unable to do so.

23 25. On December 23, 2018, Lady was moved into the general shelter. On January
24 5, 2019, Lady was euthanized.

25 26. After the Defendants denied Ms. Jones’ reasonable accommodation request
26 and she lost Lady, Ms. Jones experienced intense anxiety, depression, and guilt. Mr.
27 Williams, who was still a minor and very attached to Lady, also felt very upset.

28 27. Guidance issued by the United States Department of Housing and Urban
Development (HUD) that was operative in 2018, when the Defendants denied Ms. Jones’
reasonable accommodation request, states that “[b]reed, size, and weight limitations may
not be applied to an assistance animal.” HUD Office of Fair Housing & Equal Opportunity,
FHEO-2013-01, Notice on Service Animals and Assistance Animals for People With
Disabilities in Housing and HUD-Funded Programs at 3 (April 25, 2013). HUD’s more
recent guidance is the same. *See* HUD Office of Fair Housing & Equal Opportunity, FHEO-

1 2020-01, Notice on Assessing a Person’s Request to Have an Animal as a Reasonable
2 Accommodation Under the Fair Housing Act (Jan. 28, 2020) at 14 (“housing providers may
3 not limit the size of a dog used as a service animal just because of the size or breed” of that
4 animal).

5 **HUD ADMINISTRATIVE PROCESS**

6 28. On or about October 23, 2019, Ms. Jones contacted the HUD with a timely
7 complaint of housing discrimination, pursuant to 42 U.S.C. § 3610(a), naming Defendants
8 Lauri Villafane, Premiere Holdings, Inc., and Premiere Holdings Residential Division,
9 LLC. The complaint was subsequently amended to include Mr. Williams as a complainant
10 after he turned 18, and to add Felicia Abdo and Premiere Holdings Residential Division,
11 LLC, Series LV as respondents.

12 29. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and
13 completed an investigation of the complaint, attempted conciliation without success, and
14 prepared a final investigative report. Based on the information gathered in the investigation,
15 the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed
16 to believe that Defendants violated the Fair Housing Act. Accordingly, on September 6,
17 2022, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C.
18 § 3610(g)(2)(A).

19 30. On the same date, September 6, 2022, Ms. Jones elected to have the charge
20 resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a).

21 31. The Secretary of HUD subsequently authorized the Attorney General to file
22 this action on behalf of Ms. Jones and Mr. Williams pursuant to 42 U.S.C. § 3612(o).

23 32. The United States and Defendants entered into a written tolling agreement
24 extending the deadline for the United States to file a civil action in this matter until
25 December 5, 2022.

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FIRST CLAIM FOR RELIEF

33. Plaintiff re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 30, above.

34. By the actions and statements referred to in the foregoing paragraphs, all Defendants have:

- a. 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);
- b. Refused to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and
- c. Coerced, intimidated, threatened, or interfered with a person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, or on account of her having aided or encouraged any other person in the exercise or enjoyment of, a right granted or protected by 42 U.S.C. § 3604, in violation of 42 U.S.C. § 3617.

35. As a result of the Defendants' conduct, Ms. Jones and Mr. Williams have been injured, suffered damages, and are "aggrieved persons" within the meaning of 42 U.S.C. § 3602(i).

36. The Defendants' discriminatory actions were intentional, willful, and taken in reckless disregard of the rights of Ms. Jones and Mr. Williams.

PRAYER FOR RELIEF

WHEREFORE, the United States requests relief as follows:

- 1. A declaration that the Defendants' actions, policies and practices, as alleged herein, violate the Fair Housing Act;
- 2. A declaration that the discriminatory conduct of Defendants as set forth above violates the Fair Housing Act;

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

- 3 a. Discriminating on the basis of disability, in violation of the Fair Housing
4 Act;
- 5 b. Discriminating in the terms, conditions, or privileges of sale or rental of a
6 dwelling, or in the provision of services or facilities in connection therewith,
7 on the basis of disability;
- 8 c. Stating any preference, limitation, or discrimination on the basis of
9 disability;
- 10 d. Failing or refusing to take such affirmative steps as may be necessary to
11 restore, as nearly as practicable, Ms. Jones and Mr. Williams to the
12 positions they would have been in but for the discriminatory conduct; and
- 13 e. Failing or refusing to take such affirmative steps as may be necessary to
14 prevent the recurrence of any discriminatory conduct in the future.

15 4. An award of monetary damages to Ms. Jones and Mr. Williams pursuant to
16 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1).

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