

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
) Civil Action No. _____
 DOMINIC CARCHEDI, DOMINIC)
 PROPERTIES, LLC, and LAKE CITY)
 PROPERTIES DC, LLC)
)
 Defendants.)

COMPLAINT

The United States of America, by and through its attorney, Andrew M. Luger, United States Attorney for the District of Minnesota, brings this suit against Defendants Dominic Carchedi, Dominic Properties, LLC, and Lake City Properties DC, LLC (collectively, "Defendants") for violation of the Fair Housing Act based on familial status. Defendants discriminated against residents with children by treating children less favorably than adults in their ability to use common areas. Defendants prohibited children from being in common areas such as the hallway or yard except when entering or exiting the building. Finally, Defendants made, printed and published discriminatory statements that indicated a preference or limitation against families with children having full access to and enjoyment of the amenities and privileges available to all residents. In support of this Complaint, the United States of America alleges as follows:

NATURE OF ACTION

1. This is a civil action brought by the United States to enforce the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.* (the “Act”). It is brought on behalf of ZamZam Yasin Nur and her five minor children (collectively, “Complainants”).

2. The United States alleges that Defendants discriminated on the basis of familial status in violation of the Fair Housing Act, 42 U.S.C. § 3604(b) and 3604(c).

3. On about March 5, 2014, Nur filed a complaint of discrimination on behalf of herself and her five minor children with the United States Department of Housing and Urban Development (“HUD”). After an investigation, HUD charged Defendants with familial status discrimination, in violation of the Fair Housing Act.

4. Under the Fair Housing Act, Nur elected to have the claims asserted in the charge be decided in this civil action under 42 U.S.C. § 3612(a).

5. The United States, therefore, brings this action for injunctive relief and damages on behalf of the Complainants pursuant to the Fair Housing Act, 42 U.S.C. § 3612(o).

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter of this action pursuant to 42 U.S.C. § 3612(o) of the Fair Housing Act and 28 U.S.C. §§ 1331 and 1345.

7. Venue is proper in this judicial district under 28 U.S.C. § 1391 because the alleged discrimination and discriminatory statements occurred in this district, the housing property at issue is located in this district, and defendants reside in this district.

PARTIES

8. Plaintiff is the United States of America. The United States brings this action on behalf of ZamZam Yasin Nur and her five minor children, who resided at 3322 Chicago Ave. S., Unit 1, Minneapolis, Minnesota 55407 (“subject property”), between approximately June 30, 2012 and April 27, 2013.

9. Defendant Dominic Properties, LLC (“Defendant Dominic Properties”), owns the subject property, a two-story multi-family complex consisting of five apartments.

10. Defendant Lake City Properties DC, LLC (“Defendant Lake City Properties”), is the property management company for the subject property. Both Complainant Nur’s lease and various violation notices issued to Complainant Nur were drafted and prepared on Defendant Lake City Properties DC, LLC letterhead.

11. Defendant Dominic Carchedi is the registered agent for Defendant Dominic Properties and Defendant Lake City Properties, and managed the day-to-day affairs of the subject property. Nur’s lease identifies Carchedi as the landlord.

12. The units of the subject property are dwellings within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b).

13. Defendants Carchedi and Lake City Properties are responsible for the enactment and enforcement of the rules and regulations that govern and restrict activities permitted in the common areas of the subject property.

FACTUAL ALLEGATIONS

14. On or about June 29, 2012, Nur and Carchedi signed a one-year lease agreement for the subject property beginning July 15, 2012 and expiring July 14, 2013. At that time, Nur had four children, who were also listed as occupants on the lease.

15. At all times relevant, Nur obtained rent assistance through the Housing Choice Voucher program administered by the Minneapolis Public Housing Authority. Defendant Dominic Properties accepted voucher payments at the subject property. As a condition to participation in the program, Defendant Dominic Properties, through its agent, Defendant Carchedi, signed a Housing Assistance Payments Contract (“HAP Contract”), which, among other things, prohibited Defendants from discriminating against “any persons because of race, color, religion, sex, national origin, age, familial status or disability” in connection with either the HAP Contract or the lease.

16. The lease agreement signed by Complainant Nur and Defendant Carchedi contained the following provision (hereinafter “Children Rule”):

OUTSIDE THE BUILDING

11. There is no place to “play” in the common areas or around the building. Children are not permitted to be in the hallways or yard unless arriving or leaving the building. There will be a fine of \$50.00 assessed for any child in the common areas or front yard.

17. While Complainant Nur and her four children were moving into the subject property, Defendant Carchedi told Complainant Nur that he needed her children “behaved,” that he had “strict rules” regarding children in the building, and that he had had “trouble with kids before.”

18. Defendant Carchedi does not allow “kids” to play in the hallway at the subject property.

19. On or about September 10, 2012, Defendants issued Complainant Nur a notice of violation of her lease agreement (“the September notice”) and levied a \$50.00 fine for violating, in part, the Children Rule. The September notice directed Complainant Nur to pay the fine within 30 days or face legal action. The September notice was prepared on Lake City Properties DC, LLC letterhead and was signed by Defendant Carchedi.

20. During the course of Complainants’ tenancy at the subject property, Defendant Carchedi took pictures of Nur’s children when they walked around the lawn and played outside. Defendant Carchedi also told the children to go inside their unit when he saw them in the hallway or common areas of the subject property.

21. During the course of Complainants’ tenancy at the subject property, Carchedi struck Nur’s four-year-old son twice on the buttocks because Carchedi believed he was running in the hallways.

22. As a result of Carchedi’s actions, Nur’s children stayed inside the unit at all times when they were at the subject property and did not feel comfortable going outside.

23. In or about March 2013, Complainant Nur petitioned MPHA for permission to break her lease and MPHA granted this petition on or about March 14, 2013. MPHA notified Defendant Carchedi that the HAP Contract relating to Complainant Nur and the subject property would be terminated effective April 30, 2013.

24. Complainant Nur gave birth to her daughter on April 16, 2013.

25. Complainant Nur and her five children vacated the subject property on April 27, 2013.

FAIR HOUSING ACT VIOLATIONS

26. Defendants, through the above-referenced actions, discriminated against ZamZam Yasin Nur and her minor children in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of familial status, in violation of 42 U.S.C. § 3604(b).

27. Defendants, through the above-referenced actions, discriminated against ZamZam Yasin Nur and her minor children when they made statements indicating a preference, limitation or discrimination based on familial status, in violation of 42 U.S.C. § 3604(c).

28. As a result of Defendants' conduct, ZamZam Yasin Nur and her minor children are aggrieved persons as defined in 42 U.S.C. § 3602(i) and have suffered injuries as a result of Defendants' actions.

29. Defendants' actions and statements were intentional, willful, and taken in disregard for the rights of Complainants.

PRAYER FOR RELIEF

WHEREFORE, the United States prays that the Court enter an order that:

A. Declares that the discriminatory housing practices of Defendants as set forth above 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 familial status, in violation of the Act;
- C. Orders Defendants to take such affirmative steps as may be necessary to restore, as nearly as practicable, the Complainants to the position they would have been in but for the discriminatory conduct;
- D. Orders Defendants to take such actions 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 their unlawful conduct, including implementing policies and procedures to ensure that no applicants or residents are discriminated against because of familial status; and
- E. Awards monetary damages to ZamZam Yasin Nur and her minor children, pursuant to 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1).

Dated: June 23, 2016

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