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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

UNITED STATES OF AMERICA,

Plaintiff,

v.

JOY NOURSE, DANIELLE NOURSE,  
ZIDEC LLC, AND DECOY RV PARK LLC,

Defendants.

Case No. \_\_\_\_\_

**COMPLAINT  
AND DEMAND FOR JURY TRIAL**

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

**I.**

**NATURE OF THE ACTION**

1. This action is brought by the United States 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. §§ 3601-3619 (“FHA”). It is brought under 42 U.S.C. § 3612(o) on behalf of Katrina Chase, an individual with mental and psychiatric disabilities, and against Danielle Nourse, Joy Nourse, Zidec LLC, and Decoy RV Park LLC (collectively, “Defendants”).

**II.**

**JURISDICTION AND VENUE**

2. This Court has jurisdiction over this action under 28 U.S.C. § 1345 and 42 U.S.C. § 3612(o).

3. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the United States’ claims occurred in this District, the subject property is located in this District, and Defendants reside in this District.

**III.**

**DEFENDANTS AND THE SUBJECT PROPERTY**

4. Decoy RV Park is located at 15702 Riverside Road in Caldwell, Idaho. Decoy RV Park rents spaces for use by owners of mobile homes, including residential trailers.

5. At all times relevant to this action, Defendant Danielle Nourse was a manager of Decoy RV Park. Danielle Nourse is also a member of Decoy RV Park LLC, which currently owns Decoy RV Park. Danielle Nourse acted on behalf of Decoy RV Park in interactions with Ms. Chase concerning her tenancy, including her request for a reasonable accommodation to keep an assistance dog.

6. At all times relevant to this action, Defendant Joy Nourse was a manager of Decoy RV Park and a co-owner of Zidec LLC, which owned Decoy RV Park until approximately July 6, 2020. Joy Nourse developed and implemented the pet restrictions that gave rise to this action and, along with Danielle Nourse, made the decision to deny a reasonable accommodation to Ms. Chase. Joy Nourse was also a party to and signed the rental agreement with Ms. Chase.

7. Defendant Zidec LLC is an Idaho limited liability corporation that owned Decoy RV Park from approximately February 18, 2011, to July 6, 2020. George W. Nourse and Joy Nourse are the corporate officers of Zidec LLC.

8. Defendant Decoy RV Park LLC is an Idaho limited liability corporation that acquired Decoy RV Park from Zidec LLC in or about July 6, 2020, and has continued to operate Decoy RV Park. George D. Nourse, who is George W. Nourse's son, and Danielle Nourse are Decoy RV Park LLC's corporate officers. Decoy RV Park LLC is a successor to Zidec LLC.

9. At all times relevant to this action, Danielle Nourse and Joy Nourse acted with actual or apparent agency authority on behalf of Decoy RV Park and its owners.

#### IV.

#### **FACTUAL ALLEGATIONS**

##### *A. Katrina Chase and Her Need for an Assistance Dog*

10. Katrina Chase is an individual with significant mental and psychiatric disabilities, including depression, anxiety, and Post-Traumatic Stress Disorder. She has been the victim of domestic abuse. These conditions substantially limit Ms. Chase in various major life activities, including work, developing personal relationships, and living independently in her home. Ms. Chase has received treatment for these conditions since at least 2014 from Access Behavioral Health Services in Nampa, Idaho, including counseling, medication, and case management. Ms.

Chase also qualified for and received Supplemental Security Income while living at Decoy RV Park. *See* 42 U.S.C. § 1382. She works as a counselor with Idaho Crisis and Suicide Hotline.

11. Ms. Chase’s mental disabilities significantly impact her ability to live in her home on equal terms as individuals without disabilities. According to her treating therapist, Ms. Chase has struggled with anxiety, depression, and self-isolation, and has had “continual difficulty working through her stressors at her apartment which has increased anxiety and depressive thinking.”

12. Because of the limitations caused by her mental disabilities, Ms. Chase’s treating therapist has determined that she should be permitted to live with an assistance dog and has documented this need since at least 2017. Ms. Chase previously lived with an assistance dog named Blue, who passed away. Ms. Chase has had her current assistance dog, a Huskie, for over four years. Ms. Chase’s employer has permitted her to bring her assistance dog with her to work, where, among other things, the dog assists Ms. Chase by providing a buffer between her and other people when she feels anxious or overwhelmed.

13. Ms. Chase’s assistance dog has not caused injury to the health or safety of others, nor substantial physical damage to the property of others.

*B. Ms. Chase’s Tenancy at Decoy RV Park and Her Request to Keep an Assistance Dog*

14. On December 1, 2019, Ms. Chase signed a rental agreement to rent a lot for use as her residence at Decoy RV Park. The parties to this agreement were Ms. Chase, George Nourse, Joy Nourse, and Zidec LLC. Joy Nourse signed the agreement as Decoy RV Park’s “manager.” Although the agreement did not specify the rental term or amount of the rent, Ms. Chase paid approximately \$375 per month, plus utilities.

15. The rental agreement contained Decoy RV Park’s community rules, including the following paragraph governing “pets”:

Tenants **‘MUST’** immediately notify Manager of the DeCoy RV Park of **“ALL PETS.”** There is a (\$14.00) dollar a month fee for **“EACH PET”** per month that is allowed and rules on pets will be strict. **DOGS ARE NOT ALLOWED OFF THEIR LEASH = UNLESS = THEY ARE IN TENANTS YARD THAT HAS THE LATTICE WORK AROUND THE YARD. (Wire fence is not allowed, do not use it around your yard.)** **“ALL FECES”** from any pet (and that means cats to) must be picked up on a **EVERY DAY BASES** WHETHER IN THE YARD OF ANY OTHER PLACE THE ANIMAL MAY GO. Take care and be responsible for your pet. Keep in mind that **THE URINE AND FECES KILL THE LAWNS.** There is stuff you can buy to give your pet to help kill the acid in their system, (get it). If the lawn has to be replaced because of your pet, **YOU WILL PAY FOR IT TO BE REDONE.** Dogs **“MUST NOT”** be left at home alone to bark and bark, it will not be tolerated. If there are problems with your pet then the pet will have to go. Pets that are a disturbance to other Tenants must not be allowed in the DeCoy RV Park. **DO NOT ALLOW YOUR DOG TO BARK AND BARK.** Cats need to be kept in your own yard. People do not like to have them going to the bathroom in their yard. **DON’T TAKE YOUR DOG INTO “ANY” AND I MEAN “ANY” ONE ELSE YARD. PLEASE TENANTS MANAGE YOUR PETS “OR” WE WILL NOT BE ABLE TO HAVE THEM HERE. “NO” GUEST ARE ALLOWED TO BRING THEIR PET INTO THE DECOY RV PARK.**<sup>1</sup>

16. Notwithstanding these rules, the rental agreement did not include any limitations or restrictions on the type of animal allowed as a pet, including the animal’s weight, size, or breed.

17. When Ms. Chase moved into Decoy RV Park, Defendants did not provide her with any policies, rules, or procedures concerning service or assistance animals, nor on requesting a reasonable accommodation.

18. In or about April 2020, while living at Decoy RV Park, Ms. Chase obtained her current assistance dog, who was then only a few months old.

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<sup>1</sup> Emphases, quotation marks, capitalization, and spelling and grammatical errors are copied verbatim from the rental agreement.

19. On April 5, 2020, Ms. Chase texted Danielle Nourse to let her know, as required by the rental agreement, that she had obtained a “service dog.” She told Ms. Nourse that she previously had an assistance dog, who passed away, and felt she needed to have one again. She also told Ms. Nourse that she had been “approved for Medicaid” and had “scheduled an appointment with the counselor I used to see here, before I moved away,” which was scheduled for April 21, 2020. At that time, Ms. Chase wrote, she would have “documentation” for her assistance dog that she could provide to Danielle Nourse.

20. Danielle Nourse responded that Ms. Chase could keep the dog if it was “within the weight limits in the rental agreement” and if Ms. Chase paid the \$14 monthly pet fee.

21. Ms. Chase responded that she was not aware of any weight limit for pets in the rental agreement. Danielle Nourse responded, “15 lbs. Joy is pretty strict about that. I know she doesn’t allow bigger dogs in the park, service dogs or not, they don’t want that liability of someone getting bit.”

22. Although only a puppy at the time, Ms. Chase knew that, at the very least, her dog would soon exceed fifteen pounds. Thus, on April 21, 2020, Ms. Chase’s treating therapist issued her a letter recommending that she have an assistance animal “to help her manage her psychiatric symptoms” and to assist with her “ability to interact appropriately in the community.” The letter contained the therapist’s phone number and invited recipients to call him if they had any questions. On April 26, 2020, Ms. Chase cut and pasted the body of this letter into a text that she sent to Danielle Nourse. Ms. Chase also asked for Danielle’s Nourse’s email address so that she could send her the letter as an attached document.

23. Danielle Nourse did not provide Ms. Chase with her email address, nor did she request any additional information about Ms. Chase’s disability or need for an assistance dog.

Instead, she again responded that the dog needed to be fifteen pounds or less and that “if your dog is bigger it is not allowed, service dog or not. I talked with Joy and that is the policy.”

24. On May 12, 2020, Ms. Chase texted Danielle Nourse that her dog exceeded fifteen pounds. She said that the dog “has been prescribed to me due to my disability, and I have provided a copy of that letter of accommodation from my provider,” referencing her April 26, 2020 text. Ms. Chase also referred to the FHA and stated that she should not have to pay a “pet” fee because her dog was a necessary assistance animal and not a “pet.”

25. On May 13, 2020, Danielle Nourse responded that “you are not allowed any kind of dog over 15 lbs in our RV park.” She added that Ms. Chase “will have to be gone by June 1st if you decide to keep the dog. I’m sorry about that, but we have rules in place for a reason.”

*C. Defendants Terminate Ms. Chase’s Tenancy*

26. On May 13, 2020, Ms. Chase filed a complaint against Defendants with the U.S. Department of Housing and Urban Development (“HUD”) alleging violations of the FHA, including the refusal to make a reasonable accommodation to rules, policies, practices, and services. *See* 42 U.S.C. § 3604(f)(3)(B).

27. On May 14, 2020, HUD notified Defendants, including Danielle Nourse, of Ms. Chase’s fair housing complaint against them.

28. On or about May 27, 2020, Ms. Chase received the following notice from Defendants:

Dear Katrina Chase (space #11)

This letter is to inform you that Decoy RV park will no longer be accepting rent from you. Your last day to leave the property will be May 31<sup>st</sup> 2020.

~Decoy RV park

29. Because of this notice, Ms. Chase moved out of Decoy RV Park on or about June 1, 2020. She was unable to locate another place to park her trailer, was forced to place it in storage, and was homeless for approximately the next eleven months. For part of this time, she lived in her car.

V.

**HUD ADMINISTRATIVE PROCESS**

30. As stated above, Ms. Chase timely filed a complaint of discrimination with HUD on May 13, 2020, and an amended complaint on March 16, 2021.

31. In accordance with 42 U.S.C. § 3610(a) and (b), the Secretary of HUD investigated the complaint, attempted conciliation without success, and prepared final investigative reports. Based on the information gathered in the course of this investigation, the Secretary determined, under 42 U.S.C. § 3610(g), that reasonable cause existed to believe that Defendants violated the FHA. Accordingly, on August 21, 2024, under 42 U.S.C. § 3610(g)(2)(A), the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination against Defendants.

32. On September 10, 2024, Defendants timely elected to have these charges resolved in a civil action under 42 U.S.C. § 3612(a).

33. The Secretary of HUD subsequently authorized the Attorney General to file this action on behalf of the HUD complainant under 42 U.S.C. § 3612(o).

VI.

**CLAIM FOR RELIEF: FAIR HOUSING ACT**

34. The United States incorporates the allegations as set forth above.

35. The spaces or lots rented at Decoy RV Park are “dwellings” within the meaning



of 42 U.S.C. § 3602(b).

36. Katrina Chase is a person with a disability within the meaning of 42 U.S.C. § 3602(h).<sup>2</sup>

37. Defendants' actions as described above constitute:

- a. discrimination in the rental of, or otherwise making unavailable or denying, a dwelling because of disability, in violation of 42 U.S.C. § 3604(f)(1);
- b. discrimination in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
- c. a refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B);
- d. making statements with respect to the rental of a dwelling that indicated a preference, a limitation, or discrimination based on disability, in violation of 42 U.S.C. § 3604(c); and
- e. coercion, intimidation, threats, or interference with any person in the exercise or enjoyment of, or on account of their having exercised or enjoyed, any right granted or protected by Sections 3603-3606 of the FHA, in violation of 42 U.S.C. § 3617.

38. Defendants' actions and statements, as set forth above, were intentional, willful,

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<sup>2</sup> Throughout this Complaint, the United States uses the term "disability" instead of "handicap." See *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."). The two terms have the same legal meaning. See *Bragdon v. Abbott*, 524 U.S. 624, 631 (1998).

and taken in reckless disregard of the rights of others.

39. Katrina Chase has suffered damages as a result of Defendants' discriminatory conduct and is an "aggrieved person" under 42 U.S.C. § 3602(i).

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

- a. Declaring that Defendants' actions violate the FHA;
- b. Ordering Defendants to take all affirmative steps to ensure their compliance with the FHA, including steps necessary to prevent the recurrence of any discriminatory conduct in the future and to eliminate to the extent practicable the effects of their unlawful housing practices as described herein;
- c. Ordering Defendants to take all affirmative steps to restore, as nearly as practicable, the victims of Defendants' unlawful practices to the position they would have been in but for Defendants' discriminatory conduct;
- d. Awarding monetary damages to Katrina Chase as authorized by 42 U.S.C. §§ 3612(o) and 3613(c)(1); and
- e. Awarding such additional relief as the interests of justice may require.

## VII.

### **JURY DEMAND**

The United States hereby respectfully demands a trial by jury of all issues so triable in accordance with Federal Rule of Civil Procedure 38.

Dated: October 9, 2024

JOSHUA D. HURWIT  
UNITED STATES ATTORNEY

By:

s/ Jacqueline K. Sahlberg  
JACQUELINE K. SAHLBERG  
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Respectfully submitted,

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