

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
GREGORY ESTATES LLC and)	
PARKER GREGORY,)	
)	
Defendants.)	

COMPLAINT

The United States of America (“United States”), for its complaint against Defendants Gregory Estates LLC and Parker Gregory (together “Defendants”), alleges as follows:

NATURE OF ACTION

1. This is an 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 “Fair Housing Act” or “Act”).
2. The United States brings this action for injunctive relief and monetary damages on behalf of Patrick R. Vinzant (“Mr. Vinzant”), pursuant to 42 U.S.C. § 3612(o).
3. The United States alleges that Defendants discriminated in the terms and conditions of the rental of a dwelling because of Mr. Vinzant’s disability¹ by refusing to make a reasonable accommodation in rules, policies, practices or services, when such accommodation

¹ The Fair Housing Act uses the term “handicap,” see 42 U.S.C. § 3602(h), but consistent with modern usage, the government uses the term “disability” in this Complaint, and such usage is intended to cover the term “handicap” as used in the Act.

was necessary to afford him equal opportunity to use and enjoy a dwelling, and by making housing unavailable, in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(1)(A), (f)(2)(A) and (f)(3)(B).

JURISDICTION AND VENUE

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

5. Venue is proper in the Western District of Missouri pursuant to 28 U.S.C. § 1391 and 42 U.S.C. § 3612(o), and in the St. Joseph Division thereof, because the alleged discrimination occurred there, this claim for relief arose there, and the dwelling at issue is located there.

PARTIES

6. Plaintiff is the United States.

7. Defendant Gregory Estates LLC is, and at all times relevant herein has been, a Missouri Corporation and the owner of Gregory Estates, a multifamily residential building consisting of four one-bedroom units, located at 201-207 E. Peery Street, Albany, Missouri (“the subject property”). The subject property is a dwelling as defined by the Act. 42 U.S.C. § 3602(b).

8. Defendant Parker Gregory managed the subject property at all relevant times and acted as an agent of Defendant Gregory Estates LLC. Because the actions described below occurred within the scope of Defendant Parker Gregory’s agency relationship, Defendant Gregory Estates LLC is vicariously liable for Defendant Parker Gregory’s conduct.

FACTS AND PROCEDURAL BACKGROUND

9. Mr. Vinzant has, and at all times relevant herein has had, mental health impairments that substantially limit one or more of his major life activities. Mr. Vinzant is, and has been at all times relevant herein, a person with a disability as defined by the Act. 42 U.S.C. § 3602(h)(1).

10. On or around February 3, 2020, Mr. Vinzant moved into unit 207 at the subject property.

11. Mr. Vinzant's lease for the subject property provided that no pets are permitted on the property.

12. In or around April 2020, to assist with his disability, Mr. Vinzant acquired a Siberian Husky to serve as his emotional support animal ("ESA"). Mr. Vinzant was a truck driver at the time, and he took the dog with him on the road during weekdays, when he was away from the subject property. The dog stayed with his ex-wife at her residence on the weekends when he was back in town.

13. Mr. Vinzant was extremely upset after being involved in a serious truck accident on June 24, 2020, and for emotional support had the dog stay with him at his unit in the subject property on or about the night of June 26, 2020. After the accident, Mr. Vinzant was not medically cleared to drive for several months and was unable to work as a truck driver.

14. Parker Gregory discovered that Mr. Vinzant had a dog at the property and texted him on June 27, 2020, directing him to remove the dog from the property.

15. Mr. Vinzant complied with Parker Gregory's June 27, 2020 directive and gave the dog to his ex-wife temporarily and then found a permanent home for the dog with his ex-wife's nephew.

16. On July 7, 2020, Mr. Vinzant's primary care provider, Stacey Karns, a certified Physician Assistant, gave Mr. Vinzant a signed letter on the medical practice letterhead, stating: "Patrick Vinzant is a patient of Stacey Karns, PA-C. She is aware of his medical history and emotional restrictions brought on by his mental condition. Patrick has certain limitations related to anxiety and bipolar. In order to better assist in alleviating these difficulties, and to improve his ability to lead a better life while living in the unit you own and/or manage, please allow Patrick to keep an emotional support animal that will help him in dealing with his disability better."

17. In mid to late July 2020, Mr. Vinzant spoke with Parker Gregory and requested an exception to Defendants' "No pets" policy so that he could have an ESA dog in his unit as an accommodation to his disability. He showed Parker Gregory the note from his health care provider. Several times in mid to late July 2020, Mr. Vinzant requested permission from Parker Gregory to have an ESA in his unit.

18. In a text message to Mr. Vinzant on July 31, 2020, Parker Gregory stated: "Since you are getting a pet, you're gonna have to sign a new contract that will include my policy around pets and a pet deposit and pet rent. \$150 deposit with \$50 for rent every month. I will write up a new contract over the weekend and I will need that money when we sign the new contract. . . . And I will need the doctors note, and documentation for the animal when we sign everything."

19. On August 3, 2020, Parker Gregory texted Mr. Vinzant, stating: "I'm gonna need you to get me the ada document for your disability and the documents for the support the dog has been trained for." Mr. Vinzant immediately texted back to Respondent "O ok."

20. On August 4, 2020, Parker Gregory texted Mr. Vinzant, asking, “Do you have those documents?” Mr. Vinzant texted back, “I don’t have any kind of documentation that your wanting, ive got a letter from the doctor that I showed you and I havent gotten an ESA service dog yet. I went and looked at them the other day.”

21. In response to Mr. Vinzant’s August 4, 2020 text message, Parker Gregory texted back to Mr. Vinzant: “Then you can’t get a dog without breaking the contract. A doctors note doesn’t stand up in court. If you get those documents I will have my attorney go over them and if they are legitimate. Then you can get a service dog trained for your disability.”

22. Later, on August 4, 2020, Mr. Vinzant texted Parker Gregory an internet screenshot of information from Nolo.com concerning Missouri Laws on Service Dogs and Emotional Support Animals. The information provided that in Missouri your landlord “may not charge you extra for having a service animal (although you may have to pay for damage your animal causes), and you and your service animal must be allowed full and equal access to all housing facilities.”

23. On August 4, 2020, Parker Gregory then texted Mr. Vinzant “The ada document is a legal document stating you have a legitimate disability. Once you get that to me then I can have you sign a new adjusted contract to accommodate your situation. But until you get that the current contract is legally binding. The doctors note may help in getting the ada document.”

24. The same day, Mr. Vinzant texted back to Parker Gregory: “The doctors note is ada documentation. It states that I have a mental illness with severe anxiety and depression. Its the same thing my psychiatrist sent me. Either way im not getting an animal anytime soon. Most likely get one after my lease is up.”

25. On August 4, 2020, Parker Gregory texted Mr. Vinzant, stating that if Mr. Vinzant decided that he needed a dog, he would need to provide an “ada document.”

26. On August 13, 2020, Mr. Vinzant texted Parker Gregory and inquired: “What all am I needing to provide in order to allow me to have a Service Animal (not a pet).”

27. Parker Gregory texted Mr. Vinzant back the same day: “The ada document, ill give that to my attorney to look over then you may get a service animal trained for your disability which i will need the paperwork for that animal and you will have to sign a new contract for the remainder of your lease.”

28. As stated in paragraphs 14 and 15, on June 27, 2020, Parker Gregory directed Mr. Vinzant to remove his dog from the property, and, as a result, Mr. Vinzant transferred possession of the dog to his ex-wife, and then gave the dog to her nephew. Mr. Vinzant did not get a new dog until after he moved out of the subject property.

29. On August 24, 2020, Parker Gregory sent Mr. Vinzant a text stating, “You have broke the terms on the lease that you signed. If you’re not moved out before the end of the month you will be billed for next month’s rent and you will still need to leave.” Defendants terminated Mr. Vinzant’s tenancy because he had attempted to avail himself of his right to have an emotional assistance dog.

30. Minutes after receiving this message, Mr. Vinzant texted Parker Gregory a photograph of the signed letter from his primary medical provider, quoted above, that established that Mr. Vinzant had a disability and a disability-related need for an emotional support animal.

31. At the same time, Mr. Vinzant also texted to Parker Gregory a screen shot of his Emotional Support Animal registration, and texted, “You couldn’t have stopped by and told me

that when you were there? I haven't broken any terms trying to get an ESA animal because it isn't a pet it's a service dog. Plus I've got my ESA letter and Federal Registration".

32. Because Defendants had terminated his lease, Mr. Vinzant moved out of the subject property on or before August 31, 2020. Mr. Vinzant did not have a place to move into, and ended up staying with friends and his grandmother for over a year.

33. Despite Mr. Vinzant's multiple requests that he be allowed to keep an assistance animal at the subject property, Defendants refused to grant a reasonable accommodation.

34. As a result of Defendants' discriminatory conduct, Mr. Vinzant has been injured and is an aggrieved person as defined by the Act. 42 U.S.C. § 3602(i)(1). In addition to being forced to look for alternative housing, Mr. Vinzant had to give up what he has described as his best and only friend, his emotional support dog.

HUD ADMINISTRATIVE PROCESS

35. On or about October 8, 2020, Mr. Vinzant filed a fair housing complaint against Defendants with the United States Department of Housing and Urban Development ("HUD"). On or about February 2, 2021, HUD notified Defendants of the complaint. On or about November 7, 2023, the complaint was amended. On or about November 16, 2023, HUD notified the Defendants of the amended complaint.

36. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the Secretary of HUD conducted an investigation of Mr. Vinzant's complaint, attempted conciliation without success, and prepared a final investigative report.

37. Based on the information gathered in the investigation, the Secretary of HUD, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause existed to believe that illegal discriminatory housing practices by Defendants occurred.

38. On September 30, 2024, the Secretary of HUD, through HUD's Office of General Counsel, issued a Determination of Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g), charging Defendants with discrimination under the Fair Housing Act.

39. The Fair Housing Act provides that after a charge of discrimination is issued, a complainant, a respondent or an aggrieved person on whose behalf the complaint was filed may elect to have the claims asserted in the charge decided in a civil action. 42 U.S.C. § 3612(a). Once such election is made, HUD's General Counsel must authorize the Attorney General to commence and maintain a civil action seeking relief under the Act. 42 U.S.C. § 3612(o); 24 C.F.R. § 103.410(d).

40. On October 21, 2024, Defendants elected to have the claims asserted in HUD's Charge of Discrimination resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a).

41. On October 22, 2024, a HUD Administrative Law Judge issued a Notice of Election and terminated the administrative proceedings on the HUD complaint filed by Mr. Vinzant. Following the Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action pursuant to 42 U.S.C. § 3612(o).

FAIR HOUSING ACT VIOLATIONS

42. The United States incorporates the allegations set forth above.

43. By the actions and statements describe above, Defendants have:

- a. Discriminated in the rental, or otherwise made unavailable or denied, a dwelling to a renter on the basis of disability, in violation of 42 U.S.C. § 3604(f)(1)(A);
- b. Discriminated against a person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in

connection with such dwelling, on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2)(A); and

- c. 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).

45. Defendants' discriminatory actions were intentional, willful, and taken in disregard of the rights of Mr. Vinzant.

REQUEST FOR RELIEF

WHEREFORE, the United States requests that this Court:

1. Declare that Defendants' discriminatory housing practices as set forth above violate the Fair Housing Act;
2. Enjoin and restrain Defendants, their officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendants, from:
 - A. Discriminating in the rental, or otherwise making unavailable or denying, a dwelling to any renter because of a disability of that renter in violation of 42 U.S.C. § 3604(f)(1)(A);
 - B. Discriminating against any person in the terms, conditions, or privileges of sale or 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)(A); and
 - C. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a

disability equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

3. Order Defendants to take such affirmative steps as may be necessary to restore, as nearly as practicable, Mr. Vinzant to the position he would have been in but for the discriminatory conduct;

4. Order 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 disability;

5. Award monetary damages to Mr. Vinzant pursuant to 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1); and

6. Order such additional relief as the interests of justice require.

Respectfully submitted,

Teresa A. Moore
United States Attorney

By /s/ Charles M. Thomas
Charles Thomas, MO #28522 Assistant
United States Attorney
Charles Evans Whittaker Courthouse
400 East Ninth Street, Room 5510
Kansas City, Missouri 64106
Telephone: (816) 426-3130
Facsimile: (816) 426-3165
E-mail: charles.thomas@usdoj.gov
ATTORNEY FOR PLAINTIFF
UNITED STATES OF AMERICA