

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

United States of America,

Plaintiff,

Case No.

v.

JURY TRIAL DEMANDED

Tammy Estrada and Ramiro Estrada,

Defendants.

COMPLAINT

The United States of America alleges as follows:

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 (“Fair Housing Act” or “FHA”), 42 U.S.C. §§ 3601-3631. It is brought on behalf of Complainants Ashlee Crosno and Michael Crosno pursuant to 42 U.S.C. § 3612(o).

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o)(1).

3. Venue is proper under 28 U.S.C. § 1391(b) because the events giving rise to the claims alleged in this complaint occurred in the Eastern District of Wisconsin, and because the defendants and property at issue in this action are located in this district.

4. The Attorney General is authorized by 42 U.S.C. § 3612(o) to commence this civil action to enforce the Fair Housing Act.

THE PARTIES AND SUBJECT PROPERTY

5. Plaintiff is the United States of America.

6. The residential property at issue in this action is a duplex located at 413 N. Bennett Street, Appleton, Wisconsin, 54914 (the “Subject Property”).

7. The Subject Property is a “dwelling” within the meaning of 42 U.S.C. § 3602(b).

8. At all relevant times, Tammy Estrada and Ramiro Estrada (together, “Defendants” or “the Estradas”) co-owned and managed the Subject Property.

9. Ms. Estrada and Mr. Estrada are residents of the state of Wisconsin.

FACTUAL ALLEGATIONS

10. The Complainants are Ashlee Crosno and her husband, Michael Crosno (together, “Complainants” or “the Crosnos”).

11. The Crosnos and their three minor children resided at the Subject Property from 2015 until September 2023.

12. Ms. Crosno has been diagnosed with multiple mental health conditions and is an individual with disabilities as defined by the Fair Housing Act, 42 U.S.C. § 3602(h).¹

13. As a result of her impairments, Ms. Crosno has difficulty getting out of bed and doing normal activities, falling asleep at night, showering or bathing herself, leaving her home, and feeding herself, among other things.

14. Her impairments substantially limit one or more of her major life activities, including caring for herself, sleeping, and working, and she has a record of having such impairments.

¹ The Fair Housing Act uses the term “handicap,” *see* 42 U.S.C. § 3602(h), but consistent with modern nomenclature, the United States instead uses the term “disability” or “disabled.” *See A.B. ex rel. Kehoe v. Hous. Auth. of S. Bend, Indiana*, 498 F. App'x 620, 623 n.1 (7th Cir. 2012) (explaining that the terms “disability” and “handicap” are used “interchangeably”).

15. In the spring of 2022, Ms. Crosno was experiencing a particularly difficult mental health episode.

16. In early April 2022, Ms. Crosno met with her psychiatrist, Dr. Noah Horowitz, to discuss treatment options.

17. Ms. Crosno has received treatment from Dr. Horowitz since at least 2020.

18. On April 4, 2022, Dr. Horowitz authored a letter that recommended that Ms. Crosno use an emotional support animal to help treat her mental health conditions. The letter further explained that Ms. Crosno had a mental health condition that affects one or more major life activities.

19. After Dr. Horowitz made this recommendation, the Crosnos acquired emotional support animals to help treat Ms. Crosno's mental health conditions: two cats—a calico and white cat named Chloe, and a black cat named Ruthless—and three rats named Christopher, Pebbles, and Butters.

20. Each of the animals provided therapeutic benefits that ameliorated symptoms of Ms. Crosno's disabilities.

- a. The cats helped Ms. Crosno to fall asleep at night. They would sit on her and purr, and their weight would soothe her anxiety. They would sleep on top of her to help her from tossing and turning at night. Their presence also helped her to feel less lonely. Chloe, the calico and white cat, would lie on Ms. Crosno's chest right before she went to sleep at night, which helped her to fall asleep.
- b. The other cat, Ruthless, liked to go outside, which encouraged Ms. Crosno to get out of the house and be active by taking Ruthless outside on a leash.
- c. The rats motivated Ms. Crosno to get out of bed and "do things," like play with them, clean their cage, and create new cardboard structures for them.

- d. The rats also helped to boost Ms. Crosno's mood, decrease feelings of loneliness, and remind her that she was needed and loved.
- e. Because rats are social, it is recommended that they be kept in pairs or small groups. Also, each of the rats had a different personality and would help Ms. Crosno in different ways.
- f. Butters was more intelligent and interested in the games Ms. Crosno would play with him, which motivated Ms. Crosno to get up and be active.
- g. Pebbles was the "cuddler" and would keep Ms. Crosno company and helped her to not feel lonely.
- h. Christopher was more playful and would boost Ms. Crosno's mood and decrease feelings of depression.

21. Ms. Crosno was also interested in adopting a dog and training it to provide her specialized treatment—specifically, deep pressure therapy (lying on top of her like a weighted blanket to soothe her anxiety), interruption alert (to prevent her from picking at her skin), and barrier control (to assist her in crowded places and prevent people from getting too close to her, which causes her anxiety).

22. On June 29, 2022, Ms. Crosno wrote an email to Ms. Estrada requesting a "reasonable accommodation for [her] support animals," referencing the Fair Housing Act.

23. She explained that she has a disability, and attached the April 4, 2022, letter from Dr. Horowitz.

24. Ms. Crosno stated that "[t]he animals in question are 2 fixed female cats, 3 pet rats, and I am looking for a dog to adopt."

25. Ms. Estrada responded via email, stating that: (1) only one emotional support animal was permitted, (2) breed restrictions would apply, and (3) a pet agreement would be required.

26. The Crosnos' lease with the Estradas—which had been renewed in May of 2022—required that the tenant sign a “Pet Agreement” prior to obtaining any “pets” and imposed certain breed restrictions on dogs. The “Pet Agreement” imposed a non-refundable monthly “Pet Rent.”

27. The lease imposed a \$25 per month fee for “non-compliance” with the pet rules.

28. The lease did not impose a limit on the number of animals that a tenant could have, nor did it distinguish between “pets” and “emotional support animals” or other types of assistance animals.

29. On June 30, 2022, Dr. Horowitz authored a second letter explaining that as part of the treatment for her mental health condition, Ms. Crosno has “2 cats which help relieve anxiety, insomnia, depressed mood” and “3 rats, which help encourage playfulness, reduce loneliness, and boost her mood.”

30. Ms. Crosno sent this second treatment letter from Dr. Horowitz to Ms. Estrada in an email on July 5, 2022, and explained that the letter showed “the relationship between my disability and the need for the requested accommodation of multiple emotional support animals.”

31. In that email, Ms. Crosno requested exceptions to the pet agreement and any animal security deposit and rent.

32. Nine minutes later, Ms. Estrada responded to Ms. Crosno denying the request.

33. Ms. Estrada (1) erroneously claimed that the City of Appleton only permits three animals, (2) reiterated that the pet agreement was required, (3) stated that no further animals would be permitted, (4) threatened to charge Ms. Crosno \$25 per month for not signing the pet agreement, and (5) threatened to call the city on Ms. Crosno.

34. Ten minutes after her last email, Ms. Estrada emailed Ms. Crosno once again, threatening not to renew the Crosnos' lease or convert the family to a month-to-month tenancy and wrote "it's a home not a farm nor a zoo."

35. Ms. Crosno responded to Ms. Estrada later on July 5, 2022. She wrote that "I promise I am not treating our rental as a farm" and that she was "committed to following our signed lease." Nevertheless, she reiterated that she was requesting a reasonable accommodation under the law.

36. In the email, Ms. Crosno included relevant portions of a guidance document published by the U.S. Department of Housing and Urban Development ("HUD") that explained, inter alia, that:

- a. "Assistance animals are not pets. . . . A housing provider may exclude or charge a fee or deposit for pets in its discretion and subject to local law but not for service animals or other assistance animals."
- b. "Pet rules do not apply to service animals and support animals. Thus, housing providers may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed. . . ."
- c. "A housing provider may not charge a deposit, fee, or surcharge for an assistance animal."
- d. "A resident may request a reasonable accommodation either before or after acquiring the assistance animal."

37. Ms. Crosno also linked to the City of Appleton's animal ordinance, which permits six animals in a dwelling.

38. In response, on July 5, 2022, Ms. Estrada sent three emails in succession to Ms. Crosno.

39. In the first email, Ms. Estrada: (1) repeated her statement that "[t]his is not a zoo nor a farm," (2) stated that she was giving Ms. Crosno a "12 hour notice to come into the home and see

if you are keeping it sanitary and clean for all the children and living humans and animals you have there,” and (3) denied permission to acquire a dog.

40. In the second email, Ms. Estrada again directed Ms. Crosno to fill out the pet agreement and stated, “no aggressive breed and only a dog medium size of less then [sic] 50 pounds.”

41. In the third email, Ms. Estrada explained that after speaking with her attorney, she was withdrawing her request that Ms. Crosno complete the pet agreement, but she would still send an emotional support animal form.

42. Ms. Estrada sent an “Emotional Support/Service Animal Agreement” (the “ESA Agreement”) to the Crosnos later in the evening on July 5, 2022.

43. The ESA Agreement was lengthy and included the following provisions:

- a. “Anytime a tenant wants a new emotional support animal/Service Animal, this form must be filled out FIRST and approved FIRST before a new animal is to be authorized, due to landowners needing to know animal information per lease agreement.”
- b. “DOG RESTRICTIONS: Restricting [ESAs] from community rooms and other common areas.”
- c. “ANIMAL NON-COMPLIANCE FINE: per our lease agreement, expensive.”
- d. “EVICTON PROCESS: Notice of permanent tenant eviction 14 day notice which also is in our lease agreement for not following City and State Laws for animals.”

44. The Crosnos did not sign the ESA Agreement because it imposed unreasonable conditions on their ability to possess emotional support animals.

45. Also on July 5, 2022, Ms. Estrada contacted the office of Dr. Horowitz, Ms. Crosno's treating psychiatrist. During the call, Ms. Estrada threatened to report Dr. Horowitz to the Better Business Bureau for allowing a "zoo" in the City of Appleton.

46. Meanwhile, Ms. Crosno sought to acquire a dog, also to assist with her disabilities.

47. In July 2022, Ms. Crosno submitted an application to the Neenah Animal Shelter for a dog. However, on July 6, 2022, Ms. Crosno was notified that her application had been denied because Ms. Estrada had told the shelter that she did not want a dog at the property.

48. In the three days following Ms. Crosno's July 5, 2022, reasonable accommodation request, the Estradas issued three separate "Breach of Contract Notices" to the Crosnos.

49. In these notices, the Estradas accused the Crosnos of violating their lease and "State and Local Animal Laws."

50. The notices warned that "[i]f you fail to correct or vacate within 5 days, legal proceedings will be initiated against you to recover possession, rent owed per year lease, damages, court costs and attorney fees" and that "[y]ou will also be subject to forfeit any security deposit given by you to recover any costs you are still liable for, and the landowner reserves the right to pursue collection of any future rental losses."

51. The first notice stated that they owed "\$25 for no [sic] compliance for following State and Local Animal Law."

52. The second and third notices claimed that they owed "pet rent" in the amount of \$2,100 and further charged a \$300 "pet fine."

53. In response to the "Breach of Contract" notices, Ms. Crosno sent two emails to Ms. Estrada on July 7 and 8, 2022, attaching the following:

- a. A third treatment letter from Dr. Horowitz dated July 7, 2022, in which he stated that Ms. Crosno's "treatment has been amended to also include a service dog, which will be trained in deep pressure therapy, interruption alerts, and anxiety alerts."
- b. The animals' licenses and rabies certificates.
- c. "HUD Notice FHEO-2020-1: Assessing a Request to Have an Animal as a Reasonable Accommodation," published by HUD.
- d. A "FACT SHEET ON HUD'S ASSISTANCE ANIMALS NOTICE," published by HUD.
- e. A link to a HUD webpage that set forth statutes, regulations, and executive orders regarding fair housing.

54. In the body of the July 7 and 8, 2022, emails, Ms. Crosno explained that: (1) she was contesting the Breach of Contract Notices, (2) she had not violated any pet/animal laws, (3) she was making a reasonable accommodation request under the law, (4) she was not required to complete the "Emotional Support Animal Form" because she had already provided the information legally required of her, (5) Ms. Estrada could not deny her request because she did not follow certain formal procedures Ms. Estrada had imposed, and (6) Ms. Estrada could not deny based on "the size or breed" of dog.

55. Over the following days, Ms. Estrada continued to send numerous messages via email, text, and Facebook Messenger to Ms. Crosno.

56. In one email sent at 10:07 PM on July 10, 2022, Ms. Estrada attached pictures of Ms. Crosno's young children and husband that she had gotten from Facebook, claiming that they showed evidence of breaches of the lease.

57. As a result of the Estradas' behavior, Ms. Crosno retained Kyla Karcz, a legal aid attorney.

58. In an email sent to Ms. Estrada on July 18, 2022, Attorney Karcz explained that the Crosnos had followed the law, and that she would represent them if an eviction were filed in court.

59. In response, Ms. Estrada asked for Attorney Karcz's state bar number and said that she had previously filed a complaint against another attorney that resulted in discipline.

60. Ms. Estrada also called Attorney Karcz's office, threatened a secretary, and again said she would report Attorney Karcz to the state bar if she misrepresented the law.

61. Ms. Estrada emailed Attorney Karcz again on July 20, 2022, in which she: (1) repeated that she would "file with the State Bar Office of Lawyer Regulations" if Attorney Karcz did not follow the law, (2) made numerous "discovery" requests, and (3) presented the Crosnos with two options—comply with the "discovery" requests, fill out the ESA Agreement, and pay \$300, or Ms. Estrada would file an eviction case against them.

62. Ms. Estrada sent yet another email to Attorney Karcz on July 24, 2022, in which she stated that "Ashlee and Michael don't deserve 2nd chances" and that "[b]asically they are criminals."

63. On July 30, 2022, Ms. Crosno submitted another application to a shelter for a dog named Freya. In response to a "landlord check" by the shelter, Ms. Estrada told the shelter that she would only permit a "medium to small non aggressive dog" and complained that Ms. Crosno "says because she is allowed ESI [sic] that nothing applies to her." Because of Ms. Estrada's statement, the shelter denied Ms. Crosno's application for Freya.

64. On August 19, 2022, Ms. Crosno filed a fair housing complaint with HUD.

65. HUD notified the Estradas of the HUD complaint via a letter dated August 19, 2022.

66. Because Ms. Estrada had interfered with the Crosnos' attempts to secure a dog through shelters, they turned to Facebook to try to find a dog.

67. Eventually, Ms. Crosno was able to locate a Golden Retriever/German Shepherd mix dog named Reuben using Facebook and adopted him on November 22, 2022.

68. Reuben provided significant therapeutic benefit to Ms. Crosno. Specifically:

- a. Reuben would help Ms. Crosno with panic attacks and would help her to shower.
- b. Ms. Crosno had trauma related to showering, and would not shower for long periods of time, and when she did shower, she would have to lock herself in the bathroom for several hours to recover.
- c. Reuben helped Ms. Crosno to shower by lying next to the tub, redirecting Ms. Crosno by licking her hand or leg during intervals to keep her present, and reducing the sense of dread she would feel regarding showering.
- d. Because of Reuben, Ms. Crosno would shower more regularly and her recovery time after showering was shortened.

69. In early December 2022, Ms. Estrada created another conflict with Ms. Crosno, this time over a money order the Crosnos had given her for December rent.

70. Ms. Estrada questioned why Ms. Crosno did not fill out the “purchaser” line on the money order, asking “[i]s there a unlawful reason why you didn’t sign the rent check?” and stating that she would impose fees because of it.

71. Ms. Crosno had never previously filled out the “purchaser” line and Ms. Estrada had been able to deposit the Crosnos’ previous money orders without issue.

72. Ms. Crosno wrote to Ms. Estrada on December 1, 2022, regarding the issue with the money order: “I absolutely will not be paying those fees. This is just further harassment from you because of the HUD case against you.”

73. Nevertheless, Ms. Estrada accused Ms. Crosno of “Crosno Intentional Criminal Activity against us,” and said that she would “call police if needed.”

74. During the course of HUD’s investigation into Ms. Crosno’s complaint, Ms. Estrada also directed threats at the Investigator assigned to the case.

75. In a telephone interview with the HUD Investigator on December 2, 2022, Ms. Estrada threatened to call the police on the Investigator and said she wanted to take HUD to court.

76. Three days later, the HUD Enforcement Branch Chief addressed the threats against the Investigator in an email to Ms. Estrada and requested that Ms. Estrada cease from making such threats moving forward.

77. In response, Ms. Estrada wrote, among other things: “Is it ok by law for FHA to call anytime without advanced notice? If not ok, is that Harassment? Doesn’t the police handle Harassment?”

78. On May 17, 2023, Ms. Estrada filed a police report with the City of Appleton against the HUD Investigator, because she was upset that HUD had cancelled an interview with her husband, Mr. Estrada.

79. On June 3, 2023, Ms. Estrada went to the Subject Property and saw Reuben, the Crosnos’ dog.

80. Ms. Estrada emailed Ms. Crosno, asking if it was her dog.

81. Ms. Crosno emailed back approximately one hour later, confirming that it was their dog, and again writing out a formal reasonable accommodation request.

82. She specified that “[t]he accommodations I am requesting are exclusions from additional forms asking for more information than required of me by law, animal security deposit, animal rent, dog breed restrictions, and animal size restrictions.”

83. The next day, June 4, 2023, Ms. Estrada continued to email Ms. Crosno regarding Reuben.

84. On June 4, 2023, Ms. Crosno asked Ms. Estrada to “[p]lease stop emailing me. You are badgering me for more information about my dog than you are legally allowed. I have sent you all pertinent information, so stop asking for more. You are violating my peaceful enjoyment while living here.”

85. On July 3, 2023, the Estradas sent a “Notice of Nonrenewal of Lease” to the Crosnos.

86. This notice contained approximately ten pages of alleged “Breaches of Contract” by the Crosnos, including various allegations related to Ms. Crosno’s requests for emotional support animals and reasonable accommodations related to those animals.

87. The notice concluded by claiming that the Crosnos owed \$2,400 in various pet fines and stating that their lease would expire at noon on September 30, 2023.

88. After receiving a copy of this notice, the HUD Enforcement Branch Chief emailed Ms. Estrada on July 7, 2023, explaining that “HUD does not provide legal advice to parties” but noting that “an act of retaliation in violation of Section 818 of the Fair Housing Act will be prosecuted.”

89. Ms. Estrada then threatened to “have the court judge” name the HUD Investigator and Enforcement Branch Chief “as a defendant.”

90. Nevertheless, following HUD’s email, the Estradas offered to renew the Crosnos’ tenancy on August 29, 2023, but this renewal contained terms that had never been included in any previous lease offered by the Estradas, including payment of an extra \$660 security deposit and a \$300 fine for not getting pre-approval for the emotional support animals.

91. The renewal also converted the rental term to a month-to-month tenancy; all previous leases offered by the Estradas had been for at least a one-year term.

92. Ms. Estrada set a deadline of September 5, 2023, for the Crosnos to sign the renewal agreement.

93. The Crosnos did not sign the renewal agreement because they were unhappy about the new lease terms and because they felt like the harassment from the Estradas regarding their emotional support animals would never end.

94. On September 22, 2023, the Crosnos and their three young children moved into a new home.

95. The Crosnos' rent at the new property was \$2,100 per month—nearly triple that of their rent at the Subject Property, which was \$740 per month during the 2022-2023 lease term.

96. At some point in late September 2023 or early October 2023, Ms. Estrada contacted the Crosnos' new landlords, Kent and Melyssa Peronto (together, "the Perontos").

97. On information and belief, Ms. Estrada told the Perontos that Mr. Crosno had lied about his military status in the Crosnos' rental application to the Perontos.

98. Mr. Crosno was, and is, in the Army National Guard, and never lied about his military status.

99. On October 5, 2023, after Ms. Estrada had contacted the Perontos, Mr. Crosno received a call from the Perontos' attorney. The attorney advised Mr. Crosno that the information conveyed by Ms. Estrada had caused the Perontos to reconsider the Crosnos' tenancy and the Crosno family to vacate the property by December 1, 2023, or face eviction.

100. On October 14, 2023, Ms. Estrada emailed the Perontos and the Crosnos: "make sure you let your new landowners know in writing that you have 6 ESA (Emotional Support Animals) and send those doctors notes as you sent me and ask for reasonable accommodations in

writing.” Ms. Estrada also made various allegations against the Crosnos and told the Perontos “[i]f you want red flag tenants so be it.”

101. While the Perontos ultimately agreed to let the Crosnos stay in the property beyond December 2023, their relationship never recovered, and as a result the Crosnos moved out of the Perontos’ property in the spring of 2024.

HUD ADMINISTRATIVE PROCESS

102. As noted above, on August 19, 2022, Ms. Crosno filed a timely complaint of housing discrimination with HUD, pursuant to 42 U.S.C. § 3610(a), naming Mr. Estrada and Ms. Estrada as respondents.

103. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report.

104. Based on the information gathered in the investigation, the Secretary of HUD, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that the Estradas violated the Fair Housing Act.

105. On July 2, 2024, the Secretary of HUD issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A).

106. On July 22, 2024, the Crosnos elected to have the charge resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a).

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

108. The United States and Defendants entered into a written tolling agreement extending the deadline for the United States to file a civil action in this matter until November 19, 2024.

VIOLATIONS OF THE FAIR HOUSING ACT

109. The United States realleges and incorporates by reference the allegations set forth above.

110. 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);
- 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);
- 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); and
- d. Coerced, intimidated, threatened, or interfered with a person in the exercise or enjoyment of, or on account of him or her having exercised or enjoyed, or on account of him or 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.

111. As a result of Defendants' conduct, Ashlee Crosno and Michael Crosno have been injured and are "[a]ggrieved person[s]" as defined by 42 U.S.C. § 3602(i).

112. Defendants' discriminatory conduct was intentional, willful, and/or taken in disregard of the rights of the Crosnos.

PRAYER FOR RELIEF

WHEREFORE, the United States requests that this Court enter an order:

1. Declaring that Defendants' actions, policies, and practices, as alleged in this Complaint, violate the Fair Housing Act;
2. Enjoining Defendants, their officers, employees, agents, successors, and all other persons in active concert or participation with them, from:
 - a. Discriminating in the rental, or otherwise making unavailable or denying, a dwelling to a renter on the basis of the disability;
 - 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;
 - 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; and
 - d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by the Fair Housing Act.
3. Ordering 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;

4. Awarding Ashlee Crosno and Michael Crosno monetary damages under 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1) for injuries caused by Defendants' violations of the Act; and
5. Awarding such additional relief as the interests of justice may require.

Respectfully submitted this 19th day of November, 2024.

GREGORY J. HAANSTAD
United States Attorney

By: */s/ Niabi K. Schmaltz*

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