

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

**GREENBRIAR PARTNERS, LLC,
JACKSON PROPERTIES AND
FINANCIAL SERVICES, LLC, and
ERWIN D. JACKSON,**

Defendants.

Case No. _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, 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 on behalf of Sarah Williams, an individual with mental and psychiatric disabilities, and against Greenbriar Partners, LLC, Jackson Properties and Financial Services, LLC, and Erwin D. Jackson (collectively, “Defendants”).

II.

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).

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 and Defendants reside in this District.

III.

DEFENDANTS AND THE SUBJECT PROPERTY

4. Greenbriar Garden Homes (“Subject Property” or “Greenbriar”) is a multi-family property with approximately 50 units located at 2110 Jackson Bluff Road, Tallahassee, Florida 32304.

5. Defendant Greenbriar Partners, LLC (“Greenbriar Partners”) is a Florida limited liability company with its principal place of business located at 1341 Jackson Bluff Road, Tallahassee, Florida 32304. At all times relevant to this action, Greenbriar Partners owned the Subject Property.

6. Defendant Jackson Properties and Financial Services, LLC (“Jackson Properties”) is a Florida limited liability company with its principal place of business located at 1341 Jackson Bluff Road, Tallahassee, Florida 32304. At all

times relevant to this action, Jackson Properties managed and operated the Subject Property, along with other residential rental properties in Tallahassee.

7. At all times relevant to this action, Defendant Erwin D. Jackson (“Jackson”) was the Managing Member of Greenbriar Partners, a Managing Member and General Manager of Jackson Properties, and the property manager for the Subject Property. Jackson was an agent of, and had actual or apparent authority to act on behalf of, Greenbriar Garden Homes, Greenbriar Partners, and Jackson Properties, including in interactions with Ms. Williams concerning her tenancy and her request for a reasonable accommodation to obtain an assistance animal.

IV.

FACTUAL ALLEGATIONS

A. Sarah Williams and Her Need for an Assistance Dog

8. Sarah Williams, age 27, is a graduate student in molecular biophysics at Florida State University. Ms. Williams moved to Tallahassee in or about August 2022 after graduating from Grove City College in Grove City, Pennsylvania.

9. Ms. Williams has, and has a record of, significant mental disabilities, including Depression, Anxiety, Post-Traumatic Stress Disorder (“PTSD”), and Complex Post-Traumatic Stress Disorder. These conditions substantially limit Ms. Williams in various major life activities, including developing personal relationships, caring for herself, and living independently in her home. Ms.

Williams has received treatment for these disabilities since approximately age thirteen, including counseling and individual therapy. She has been prescribed medication and has been hospitalized in inpatient psychiatric facilities or wards.

10. Ms. Williams' mental disabilities significantly affect her ability to live in her home on equal terms as individuals without disabilities. Ms. Williams experiences anxiety, depression, and loneliness; has difficulties managing coping skills and relationships; and has feelings of vulnerability along with a heightened concern for her own safety.

11. Despite these disabilities, Ms. Williams has had a successful academic career. She graduated college and was admitted to Florida State University's graduate program in molecular biophysics, where she is pursuing a doctoral degree.

B. Ms. Williams' Tenancy at Greenbriar and Her Request for an Assistance Animal

12. In or about the spring of 2022, after being admitted to Florida State's graduate program, Ms. Williams began looking for housing in Tallahassee, a city with which she was not familiar and where she did not have any close friends or family. On May 16, 2022, she applied to live at Greenbriar, which primarily housed students and was located near the university's campus. After Greenbriar approved her application, she signed the lease agreement, with an effective date of August 20, 2022.

13. The lease contained a “no pets” policy. The document specified that violations of that policy would result in fines and immediate eviction.

14. The lease did not contain any exemption for service or assistance animals. Nor was Ms. Williams provided any written policy concerning reasonable accommodations, including with respect to Defendants’ “no-pets” policy.

15. In or about August 2022, Ms. Williams moved from Pennsylvania to Tallahassee, and into her Greenbriar unit. Soon after settling into the apartment, her mental health deteriorated significantly. Ms. Williams had difficulties adjusting to the pressures of graduate school and a new city where she had no established support network. She also had not yet established a long-term relationship with a mental health professional, therapist, or counselor. As a result, Ms. Williams experienced extreme loneliness, anxiety, and depression.

16. Ms. Williams’ mental disabilities substantially limited her ability to live independently in her new apartment. Because of her disabilities, she often felt overly anxious, unsafe, and fearful of unknown individuals, noises, and other situations that commonly arise in urban environments and multifamily housing. These included police and emergency sirens as well as the noise or activities of other tenants. Unlike Ms. Williams, individuals without mental disabilities can typically handle these circumstances without special assistance.

17. As a result of her disabilities, Ms. Williams sought to adopt a dog to provide her with emotional assistance and help mitigate the symptoms of her psychiatric disabilities, including the feelings of loneliness, isolation, anxiety, danger, and depression she felt while at home. Ms. Williams believed that a dog would assist her in dealing with her emotions in her home because she previously lived with animals at her childhood home in Montana. In addition, shortly before moving to Tallahassee, Ms. Williams discussed obtaining an emotional support animal with her therapist in Pennsylvania, who supported this idea. Finally, Ms. Williams believed that having an animal in her home for emotional assistance would be more effective than medication, which she felt did not adequately help her manage and regulate her emotions and caused detrimental side effects.

18. Accordingly, in or about October 2022, Ms. Williams contacted a local animal shelter in Tallahassee to inquire about the possibility of adopting a dog. The shelter contacted Defendants, who informed the shelter that they did not allow their tenants to have pets or animals, or words to that effect. As a result, the shelter would not allow Ms. Williams to proceed with adopting a dog absent a letter from the property saying otherwise.

19. Ms. Williams then proceeded to request that Defendants allow her to keep a dog in her apartment for emotional assistance, notwithstanding their “no pets” policy. At this point, however, Ms. Williams had lived in Tallahassee for

only about two months and had not identified a permanent treating therapist or counselor. Although her previous therapist in Pennsylvania supported Ms. Williams having an emotional assistance animal, and would have written a letter to Ms. Williams making this recommendation had she been asked, the therapist was not licensed to practice in Florida. Ms. Williams believed—mistakenly—that verification of her disabilities and need for an assistance animal needed to come from a mental health professional who was licensed in Florida.

20. Ms. Williams turned to the internet to find more information about assistance animals and documentation requirements. She found a website addressing these topics and filled out information on the site. Shortly thereafter, Ms. Williams received a call from Horace Bailey, III, who identified himself as a mental health professional and counselor. Mr. Bailey is a licensed mental health practitioner in Florida. Mr. Bailey lives and works in Arkansas, where he is also licensed.

21. After discussing Ms. Williams' mental diagnoses, conditions, and treatment history, Mr. Bailey told Ms. Williams that he would write her a letter recommending that she be allowed to keep a dog in her apartment for emotional assistance.

22. Ms. Williams, who believed that Mr. Bailey's letter provided an accurate description of her mental disabilities, submitted this letter by email to

Defendants on October 11, 2022, as a good-faith effort to verify her disabilities and need for a reasonable accommodation, namely, a dog to provide her with emotional assistance in her home. She did not represent to Defendants that Mr. Bailey was her treating therapist.

C. Defendants' Denial of Ms. Williams' Reasonable Accommodation Request

23. On October 13, 2022, Jackson denied Ms. Williams' request for a reasonable accommodation, as follows:

We are in receipt of your letter dated August 10, 2022 [sic] for your dog.

Your request to have an ESA has been denied.

Under the Fair Housing Act landlords must make reasonable accommodations for a person with a disability unless the assistance animal would impose an undue financial or administrative burden or would fundamentally alter the nature of the housing program or services. The request can also be denied if the animal poses a threat to the health and safety of others or if the animal would cause physical damage to the property.

Allowing your dog would constitute an undue financial burden and completely alter our business practices, operating procedures, and distinction in the market causing a significant loss of revenue. It would completely alter how we provide services to our current and prospective residents. Furthermore, It [sic] would force our company to lay off employees who have been diligently and loyally working for over 10 years and lose contractors who have been with us for over 20 years.

In addition, per your lease agreement, the tenant will not do or permit anything to be done in or about the premises which will increase the landlord liability insurance rate.

Events in the past and medical conditions inhibit my team's ability to perform their tasks while in the presence of other animals and possesses a direct threat to their safety and their health. The physical, emotional, medical, and professional well-being of not only my immediate team but of supervisors would be jeopardized causing not only a financial loss for my company but for my employee's personal life.

In addition and in accordance with the federal Fair Housing Act and s. 504 of the rehabilitation Act of 1973 Jackson Properties is not a federally assisted program or activity.

Furthermore, your lease can and will be terminated at our discretion as you falsified information in your rental application indicating you had no pets or ESA.

The animal must be removed from the premises by no later than 7 days or a formal eviction notice will be issued.

Please do not hesitate to contact us if you have any questions or need additional information.

24. In response to Ms. Williams' request, Defendants did not question or request any additional information concerning Ms. Williams' disability or her need for an emotional assistance animal.

25. Defendants have also denied requests by other tenants, both at Greenbriar and other rental properties they own and/or manage, for service or assistance animals—including requests for cats—with the same or substantially similar language to Jackson's email denying Ms. Williams' reasonable accommodation request, *i.e.*, that these animals, regardless of their individual traits

or circumstances, would “constitute an undue financial burden and completely alter our business practices[.]”

26. Fearing the threat to evict her, Ms. Williams responded to the email the same day to clarify that she did not currently have an animal in her apartment and was only seeking approval for a future assistance animal. Defendants did not respond to this email.

27. Ms. Williams was devastated when Defendants denied her assistance animal request. Not only did she fear that they would evict her, given the statement in Jackson’s email, but, given her circumstances, she considered an assistance animal her “last hope” for navigating her mental health conditions.

28. Although her lease with Defendants did not expire until August 2023, Ms. Williams started to look for new housing after Defendants denied her reasonable accommodation request.

29. In the meantime, Ms. Williams did all she could to relieve the symptoms of her disability. She spent a significant amount of time away from her apartment and tried to minimize time spent alone. Naturally, however, these options provided only temporary relief and were no substitute for the consistent benefit she would have gained by having an assistance animal in her life.

30. In May 2023, she moved into a new unit with roommates. She did not break her lease and instead continued to pay rent to Defendants for June, July, and August 2023, despite not living there.

31. Her new apartment allowed pets, and one of her new roommates had a dog. This dog effectively functioned as Ms. Williams' emotional assistance animal. She frequently took care of the dog for her roommate, which calmed her and mitigated the effects of her mental disabilities. After she moved into the new unit, her roommates procured a cat and a rabbit. Ms. Williams has also spent time with these animals; and, as with the dog, found comfort in their presence. In part because of her access to emotional assistance animals, Ms. Williams has been able to stay in school and reduce her dependence on medications.

V.

HUD ADMINISTRATIVE PROCESS

32. Ms. Williams timely filed a complaint of discrimination with the United States Department of Housing and Urban Development ("HUD") on January 18, 2023. She later amended the complaint twice to add claims.

33. In accordance with 42 U.S.C. § 3610, the Secretary of HUD ("the Secretary") conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. Based on the information gathered in the investigation, the Secretary determined that

reasonable cause existed to believe that Defendants violated the FHA.

Accordingly, on July 26, 2024, under 42 U.S.C. § 3610(g)(2)(A), the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination against Defendants for engaging in discriminatory housing practices.

34. On August 12, 2024, Jackson elected to have the claims asserted in the Charge of Discrimination resolved in a civil action under 42 U.S.C. § 3612(a).

35. On August 13, 2024, the Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District Court and terminated the administrative proceeding on Ms. Williams' complaint.

36. Following the Notice of Election, the Secretary authorized the Attorney General to commence a civil action under 42 U.S.C. § 3612(o).

37. The United States and Defendants have executed two agreements that tolled the expiration of any statute of limitations in this action until January 11, 2025.

VI.

CLAIM FOR RELIEF: FAIR HOUSING ACT

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

39. Greenbriar Garden Homes and its units are “dwellings” within the meaning of 42 U.S.C. § 3602(b).

40. Sarah Williams is a person with a disability within the meaning of 42

U.S.C. § 3602(h).¹

41. 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); and

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).

42. Defendants' conduct, as set forth above, was intentional, willful, and taken in reckless disregard of the rights of Ms. Williams.

43. Ms. Williams has suffered damages as a result of Defendants'

¹ 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).

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 as set forth above 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 above;
- c. Ordering Defendants to take all affirmative steps to restore, as nearly as practicable, Ms. Williams to the position she would have been in but for Defendants’ discriminatory conduct;
- d. Awarding monetary damages to Ms. Williams 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: January 10, 2025

Respectfully submitted,

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