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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA,

Plaintiff,

v.

JULIET PAYSEUR AND 20-22  
MCGREGOR AVENUE, LLC

Defendants.

Civil Action No.

**COMPLAINT**

The United States of America alleges as follows:

**NATURE OF THE ACTION**

1. The United States brings this action to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601-3619, 3631 (the “Fair Housing Act”). It is brought on behalf of Complainant Brittany Doyle (“Ms. Doyle” or “Complainant”), pursuant to 42 U.S.C. § 3612(o).

2. The United States alleges that the defendants discriminated against Ms. Doyle, a mother who lived in subsidized housing with her children, based on

race by demanding a significant rent increase and by requiring burdensome lease terms for Ms. Doyle, a Black woman, while treating a white tenant more favorably in both respects. Defendants then engaged in a campaign to terminate Ms. Doyle's housing voucher. After Ms. Doyle asserted her Fair Housing Act rights by filing a complaint with the U.S. Department of Housing and Urban Development (HUD), the defendants retaliated against her by lobbying for the termination of Ms. Doyle's housing voucher, contacting government agencies to disparage Ms. Doyle, and otherwise targeting and harassing Ms. Doyle and her children.

### **JURISDICTION AND VENUE**

3. This Court has subject-matter jurisdiction over this action under 28 U.S.C. §§ 1331, 1345, and 42 U.S.C. § 3612(o).

4. Venue is proper under 28 U.S.C. § 1391(b) because the actions and omissions giving rise to the United States' claims occurred in the District of New Jersey, and the defendants reside in the District of New Jersey.

### **RELEVANT PARTIES AND THE PROPERTY**

5. The plaintiff is the United States of America.

6. Defendant Juliet Payseur (hereinafter "Defendant" or "Payseur") resides in Morris County, New Jersey.

7. During part or all of the period of time relevant to this action, Payseur owned and/or operated several residential rental properties in and around Morris County, New Jersey.

8. One of those properties (“the property”) is located at 20-22 McGregor Avenue, Mount Arlington, New Jersey.

9. Defendant 20-22 McGregor Avenue LLC is a limited liability company with a principal address in Morris County, New Jersey. It was formed in New Jersey in February 2021 for the purpose of real estate investment.

10. 20-22 McGregor Avenue LLC owned the property from May 2021 to, upon information and belief, January 2025.

11. 20-22 McGregor Avenue LLC has two principals: Payseur and Karla Galarza-Payseur.

12. Payseur personally managed and/or supervised management of the property at all times relevant to this action.

13. Defendant Payseur at all relevant times acted as an agent of Defendant 20-22 McGregor Avenue LLC. Because the actions described below occurred within the scope of Payseur’s agency relationship with the company, Defendant 20-22 McGregor Avenue LLC is vicariously liable for Payseur’s conduct.

14. The property has five units: a main house divided into three units, and two units unattached from the main house, referred to as “cottages.”

15. During part of the period of time relevant to this action, Ms. Doyle and her minor children were tenants at the property.

16. The property is a “[d]welling” within the meaning of 42 U.S.C. § 3602(b).

17. At all times relevant to this action, Defendants participated in the Housing Choice Voucher Program, a federally funded, locally administered rental assistance program that subsidizes the rent of lower-income families, the elderly, and people with disabilities.

18. Payseur is also a licensed real estate agent who does business in New Jersey.

### **FACTUAL ALLEGATIONS**

#### **Ms. Doyle's Background**

19. Ms. Doyle grew up in Morris County, New Jersey. She continues to reside in Morris County.

20. Starting in 2014, Ms. Doyle experienced housing insecurity. She began residing at the property with her children in 2016 through a program that provided transitional housing assistance for mothers and their children. A non-profit owned the property at that time and oversaw the housing program.

21. Ms. Doyle received a Housing Choice Voucher provided by the Morris County Housing Authority ("MCHA"). Under the Housing Choice Voucher program, MCHA pays a rental subsidy directly to the landlord.

22. Ms. Doyle remained housed with her children from 2016 until Defendants evicted her from the property in 2022.

23. She and her minor children lived in Unit D, one of the two unattached cottages at the property. Unit D is a two-bedroom dwelling.

24. Ms. Doyle and her children are Black.

25. In 2020, Ms. Doyle was diagnosed with thyroid cancer. Thereafter, Ms. Doyle's boyfriend stayed with her for periods of time to assist her with taking care of the children as she struggled with her health.

### **Defendants Purchase the Property**

26. Payseur and Galarza-Payseur purchased the property on May 21, 2021, through their company, 20-22 McGregor Avenue LLC.

27. Complainant's rent at the time Defendants purchased the property was \$1,309 per month. Of the \$1,309 monthly rent, \$850 was subsidized by her Housing Choice Voucher.

28. At all times relevant to this action, another woman ("S.S.") lived at the property with her minor children. S.S. moved to the property through the same transitional housing program in which Ms. Doyle participated and used a housing voucher.

29. Upon information and belief, S.S. is white.

30. S.S. and her children lived in Unit B. According to MCHA records, Unit B was a three-bedroom unit while S.S. lived there, and Unit D, where Ms. Doyle and her children lived, is a two-bedroom unit.

31. S.S.'s rent at the time Defendants purchased the property was \$1,500 per month. S.S.'s rent was also subsidized by a Housing Choice Voucher provided by the MCHA.

32. Upon information and belief, the \$1,500 rental amount for Unit B (S.S.'s unit) was higher than the \$1,309 rental amount for Unit D (Ms. Doyle's unit) because of the difference in sizes between the two units.

**Payseur Demands a Major Rent Increase for Complainant's Unit While  
Accepting a Modest Increase for S.S.'s Unit**

33. On May 26, 2021, the day Defendants took control of the property, Payseur informed MCHA in writing, "I am raising all rent to MARKET VALUE. If you or the tenants do not agree to this, I will immediately file eviction paperwork." (emphasis in original). Payseur wrote that she intended to raise Ms. Doyle's rent to \$2,000 per month and S.S.'s rent to \$2,400 per month.

34. MCHA rejected Payseur's proposed rental increase for both Ms. Doyle and S.S. MCHA informed Payseur that it would not renegotiate rental subsidy terms prior to tenants' lease renewal. Ms. Doyle's lease did not expire until January 1, 2022.

35. In July 2021, Payseur entered into a new lease with S.S. at the end of S.S.'s lease term. Payseur agreed to accept an increase in S.S.'s rent of `just \$40 a month, for a total rental amount of \$1,540 per month. This new lease raised S.S.'s rent by just 2.7%.

36. That same month, by contrast, Payseur informed Ms. Doyle that she would not renew her lease unless MCHA agreed to increase the rent payment to \$1,800 per month—an increase of 37.5%. MCHA informed Payseur that the requested 37.5% rental increase was not reasonable.

37. When Ms. Doyle asked Payseur why she had agreed to renew S.S.'s lease, Payseur told Ms. Doyle it was because MCHA had agreed to increase S.S.'s monthly rental subsidy "significantly."

38. The representation Payseur made to Ms. Doyle referenced in Paragraph 37 was false.

39. MCHA had agreed to a 2.7% monthly rental increase for S.S.'s unit—just \$40 per month.

40. During an August 2, 2021, phone call with MCHA, Ms. Doyle learned that Payseur had accepted the \$40 per month (2.7%) rental increase for S.S.'s unit.

41. Yet, for the duration of 2021, Payseur continued to demand much higher rental increases for Ms. Doyle's unit. For example, on November 19, 2021, Payseur demanded \$1,750 per month. This would have represented a 33.7% increase in Ms. Doyle's rent. Less than a month later, Payseur demanded \$1,700 per month—a 30% increase in rent.

42. On November 22, 2021, MCHA sent Payseur a proposed lease renewal for Ms. Doyle. MCHA's proposal included the same \$40 monthly rent increase it had approved for S.S. In doing so, MCHA was agreeing to a 3% increase in rent for Ms. Doyle's unit—slightly *higher* than the 2.7% increase Payseur *had already accepted* for S.S.'s unit, which had one more bedroom than Ms. Doyle's unit.

43. Payseur did not accept MCHA's proposed lease terms for a \$40 increase for Ms. Doyle's unit.

44. Payseur never explained to MCHA, nor to Ms. Doyle, why she accepted a 2.7% increase for S.S.'s unit but, throughout 2021, required at least a 30% increase in rent for Ms. Doyle's unit.

45. Payseur responded to MCHA's proposed 3% rental increase by sending Ms. Doyle a Notice of Non-Renewal on November 30, 2021. Payseur then informed Ms. Doyle that she would not renew her lease because MCHA would only agree to a \$40 rent increase. Payseur told Ms. Doyle she had to vacate the property by the end of the year.

46. Upon information and belief, Defendants never issued a Notice of Non-Renewal to S.S. during the time that Ms. Doyle resided at the property.

47. In 2022, eight months after she first sought to raise Ms. Doyle's rent to \$2,000, Payseur proposed a monthly rent of \$1,500 for Ms. Doyle's unit, which constituted a 14.6% increase in Ms. Doyle's monthly rent.

#### **Payseur Issues Discriminatory Lease Terms to Ms. Doyle**

48. In addition to demanding a major rental increase for Ms. Doyle, yet accepting a modest increase for S.S., Payseur also sought to impose on Ms. Doyle other burdensome lease terms that were not in S.S.'s lease.

49. For example, Payseur proposed a lease to Ms. Doyle that included a \$100 late fee *per day* that would be triggered if Ms. Doyle did not pay rent by the second day of the month.

50. By contrast, S.S.'s lease had a far more favorable term: a \$50 late fee, triggered on the fifth day of the month. In fact, a second white tenant at the



property had this same, more favorable late fee term. Meanwhile, like Ms. Doyle, another Black tenant's lease had a higher late fee of \$100 per day, triggered on the fifth day of the month.

51. The lease also gave Payseur the right to install and monitor cameras on the premises—without any restrictions on the cameras' locations. Ms. Doyle understood that this term would allow Payseur to surveil her family on a daily basis. This term was not in S.S.'s lease.

52. The lease also would allow contractors to enter the unit with 24-hour notice to complete repairs, without restriction. This term was not in S.S.'s lease.

53. Payseur also crossed out a provision included in the New Jersey standard lease form that would require the landlord to offer a renewal of the lease to the tenant, unless the landlord had good cause not to renew under applicable law.<sup>1</sup> By contrast, this term remained in S.S.'s lease.

54. In another lease proposal, Payseur added additional restrictive provisions. Payseur added a term that said that "absolutely no overnight guests" would be permitted in Ms. Doyle's unit "without the written consent of the landlord." This term was not in S.S.'s lease.

55. In addition, this lease proposal prohibited consumption of "all drugs"—without exception—on the property. This term was not in S.S.'s lease.

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<sup>1</sup> Payseur struck a lease provision that reflects a mandatory protection for tenants that is codified in New Jersey Law. *See* N.J. Stat. Ann. § 2A:18-61.3(a). As such, Payseur did not have the authority to withhold this protection from Ms. Doyle.

56. This lease proposal included more burdensome provisions requiring Ms. Doyle to be responsible for snow removal, maintaining the unit's oil tank through an independent service contract with an oil company, and paying for the first \$100 of the cost of any repairs to the unit—without restriction. These terms were not in S.S.'s lease.

57. In that lease proposal, Payseur reiterated explicitly that there would be “no automatic lease renewals.” She further proposed that at the end of the lease term, if a new lease was not agreed to and signed by all parties, the lease would revert to a month-to-month lease with the same terms as this lease proposal, but with a rent of \$2,000 per month—over a 50% increase in Ms. Doyle's rent. This term was not in S.S.'s lease.

58. Even when Payseur renewed S.S.'s lease in 2022 and added terms to S.S.'s lease, those terms were not nearly as burdensome as those offered to Ms. Doyle. For example, unlike the lease proposals offered to Ms. Doyle, S.S.'s renewed lease prohibited additional residents without permission, but did not require S.S. to obtain Payseur's written permission for overnight guests. S.S.'s renewed lease did not highlight in an addendum Payseur's right to install and monitor cameras on the premises. S.S.'s renewed lease also provided that Payseur could enter the unit up to two times per year with 24-hour notice, but specified that Payseur would coordinate entry with S.S. and would be “as accommodating as possible.” And Payseur gave S.S. the option to renew the lease, and did not include a term stating, “no automatic lease renewals.”

59. Ms. Doyle believed the terms Payseur offered her to be wholly unreasonable and refused to sign these lease proposals.

**Payseur's Campaign to Terminate Complainant's Housing Choice Voucher**

60. Meanwhile, in an effort to deprive housing for Ms. Doyle at the property, Payseur sought to terminate Ms. Doyle's Housing Choice Voucher. Upon information and belief, Payseur knew that, without a subsidy, Ms. Doyle would not be able to afford to pay rent, which would effectively end her tenancy at the property.

61. On October 12, 2021, Payseur informed Ms. Doyle that she would no longer accept a voucher if her unit required too many repairs.

62. Despite Payseur's threat, Ms. Doyle's unit passed an MCHA inspection that month.

63. Upon information and belief, Payseur did not make a similar threat to S.S.

64. After Ms. Doyle's unit passed inspection, Payseur continued to try to intimidate Ms. Doyle and threaten the loss of her housing voucher.

65. On December 8, 2021, Payseur texted Ms. Doyle:

When do you intend to leave? I don't want to have any issues or have to file eviction paperwork because then you'll lose your housing voucher . . . . I just talked to [MCHA] and you will in fact lose your housing voucher. Once I file the eviction notice, Section 8 wont [sic] make payments for you. Ill [sic] be able to get a judgement against you for all back rent while this process takes place and I'll be able to garnish your income if you have disability or social security. I'm surprised you would want to risk so much when you can just find another place.

66. Ms. Doyle did not receive disability or social security benefits. Payseur simply assumed that Ms. Doyle received those benefits without any basis.

67. Ms. Doyle wanted Payseur to stop threatening her. She responded to Payseur's text and said that she would not pay more in rent than what MCHA had approved. Ms. Doyle told Payseur, "take me to court and let the judge handle it. All of this texting back and forth is uncalled for."

68. Undeterred, Payseur responded by again threatening Complainant's eligibility for a housing voucher. Payseur texted her, "I've spoken with the police department, and they have a history of coming to your property. I am going to report that to Section 8. You will not continue to have a housing voucher."

69. The same month, Payseur began contacting MCHA and encouraging it to terminate Ms. Doyle's voucher.

70. On December 10, 2021, Payseur alleged to MCHA that Ms. Doyle's boyfriend was living at the property even though he was not on the lease. Payseur later sent MCHA video footage captured by security cameras on the property, alleging that the video showed both that Ms. Doyle's boyfriend lived at the property, and that Ms. Doyle had a fourth child, an infant, who was never added to the lease.

71. Payseur also sent MCHA two police reports and falsely alleged that Ms. Doyle and her boyfriend engaged in drug-related criminal activity on the property. Payseur wrote to MCHA, "[i]f this disqualifies [Ms. Doyle] for section 8 or bears any repercussions, I would greatly appreciate that you communicate that to [Ms. Doyle]."

72. Rather than prove any drug-related criminal activity, the police reports made clear that the police had found no evidence of criminal activity and had taken no action against Ms. Doyle.

73. To the contrary, one police report documented that Ms. Doyle had a valid medical marijuana card and memorialized that officers advised a complaining neighbor that, as a result, Ms. Doyle was entitled to use marijuana at the property.

74. On or about the time the police notified Ms. Doyle's neighbor about Ms. Doyle's permitted use of marijuana, Ms. Doyle was receiving treatment for thyroid cancer and found marijuana helpful for her symptoms.

75. Payseur succeeded in her ongoing efforts to have Ms. Doyle's housing voucher terminated. MCHA terminated Complainant's housing voucher on the grounds that Ms. Doyle had unauthorized tenants at her apartment. Upon information and belief, S.S. also had an unauthorized tenant living in her unit, yet Payseur did not engage in a similar campaign to terminate S.S.'s voucher.

#### **Payseur Evicts Complainant**

76. On or about January 14, 2022, Defendants filed a complaint against Ms. Doyle in Morris County Superior Court seeking a judgment of possession of the premises based on the alleged unauthorized tenants in Ms. Doyle's unit. Payseur voluntarily dismissed that complaint on April 21, 2022.

77. Ms. Doyle continued to pay her share of the rent, without interruption, until May 2022, when MCHA terminated her housing voucher.

78. On May 31, 2022, the day MCHA officially terminated Ms. Doyle's voucher, Payseur, via counsel, sent Ms. Doyle a letter indicating she would refuse to accept any additional rental payments from either Ms. Doyle or MCHA.

79. On June 20, 2022, Payseur filed a second complaint against Ms. Doyle for non-payment of rent, alleging that Ms. Doyle failed to pay rent for June 2022.

80. The Morris County Superior Court entered judgment for possession against Ms. Doyle on October 28, 2022.

81. The Morris County Superior Court entered an Order for Orderly Removal on November 15, 2022.

82. Ms. Doyle and her family vacated the property on November 22, 2022, pursuant to the Superior Court's order.

**Ms. Doyle Files Discrimination Complaints and Payseur Retaliates**

83. Around the time Payseur filed her first municipal court complaint seeking Ms. Doyle's eviction from the property, Ms. Doyle filed a timely complaint of housing discrimination with HUD, pursuant to 42 U.S.C. § 3610(a), naming Payseur and 20-22 McGregor Avenue LLC. HUD accepted that complaint on or about January 18, 2022.

84. In an email to MCHA on January 27, 2022, Payseur acknowledged that she was aware of the HUD discrimination complaint.

85. In March 2022, HUD interviewed Payseur as part of its investigation of Ms. Doyle's discrimination complaint.

86. As the HUD investigation continued, Payseur escalated the actions she took against Ms. Doyle.

87. In April 2022, Payseur began to threaten Ms. Doyle's interests in ways that extended well beyond her voucher eligibility. For example, in her email communications with MCHA regarding Ms. Doyle's voucher, Payseur took pains to disparage Ms. Doyle's parenting in an effort to influence MCHA's termination decision.

88. In July 2022, HUD requested additional information from Payseur as part of the investigation of Ms. Doyle's discrimination complaint. Payseur continued her efforts to disparage Complainant—even when communicating with the HUD investigator.

89. For example, in a July 2022 email to HUD, Payseur accused Ms. Doyle of having her "baby daddy" live with her, invoking a racist stereotype commonly used against Black women.

90. The same day, Payseur indicated she no longer wished to cooperate with the HUD investigation. She wrote to the HUD investigator, "[p]lease do not ask me to send anything further."

91. Payseur pursued additional measures to target Ms. Doyle's ability to remain housed at the property while HUD was investigating Ms. Doyle's complaint. In September 2022, Ms. Doyle had reached out to the Morris County Office of Temporary Assistance (OTA) for help with locating affordable housing options. On October 4, 2022, the day after Payseur filed her second municipal court complaint

seeking Ms. Doyle's eviction from the property, a social worker from OTA informed Ms. Doyle, "[y]our current landlord keeps on calling." Upon information and belief, Payseur had no valid reason for contacting this agency about Ms. Doyle, other than to interfere with her efforts to seek alternative housing.

92. On November 30, 2022, after Ms. Doyle had been evicted and had vacated the property, the parties attended a mediation session in a civil municipal court case Payseur filed against Ms. Doyle.

93. During that mediation Payseur indicated that she wanted Ms. Doyle to dismiss the discrimination complaint filed against her. To that end, Payseur offered to dismiss the municipal complaint, *if* Ms. Doyle agreed to dismiss her HUD complaint against Payseur. Ms. Doyle rejected that offer.

94. During the mediation, the parties reached an agreement in principle to have no verbal, phone, or social media contact, but Payseur withdrew her agreement shortly after mediation ended.

95. Thereafter, Payseur continued to escalate her conduct targeting Ms. Doyle, and even Ms. Doyle's children—well after Payseur had achieved her goal of getting Ms. Doyle's voucher cancelled and obtaining an order of eviction against Ms. Doyle.

96. In early December 2022, Ms. Doyle learned from the state Division of Child Protection and Permanency (DCP&P) that Payseur had made a child welfare complaint against her. Payseur had alleged to DCP&P that Ms. Doyle had been evicted and left her children's bedroom furniture at the property. Upon information



and belief, Payseur made the allegation on November 30, 2022—the day Ms. Doyle told her she would not dismiss her discrimination complaints.

97. Shortly thereafter, Payseur targeted Ms. Doyle’s children. On December 12, 2022, the Superintendent of the Mount Arlington school district wrote to Ms. Doyle via email that Payseur had contacted the school district administration to report that Ms. Doyle’s children no longer lived in Mount Arlington, yet were still “being picked up and dropped off at the bus stop despite the fact that [Ms. Doyle] no longer live[d] in town,” which Payseur observed through video surveillance.

98. Upon information and belief, Payseur placed this call to the school district administration on December 5, 2022. By that point, Payseur had not been Ms. Doyle’s landlord for almost two weeks.

#### **HUD Administrative Process**

99. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an investigation of Complainant’s HUD complaint, attempted conciliation without success, and prepared a final investigative report. Based on the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that Defendant Payseur violated the Fair Housing Act. Accordingly, on September 9, 2024, the Secretary issued a Charge of Discrimination under 42 U.S.C. § 3610(g)(2)(A).

100. On September 16, 2024, Complainant elected to have the charge resolved in a federal civil action under 42 U.S.C. § 3612(a). On September 17, 2024,

an Administrative Law Judge dismissed the administrative proceeding from the docket pursuant to the Complainant's timely election.

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

102. On September 27, 2024, and again on December 13, 2024, the United States and Defendants agreed to toll the expiration of the statute of limitations in this action, up to and including January 15, 2025.

### **CAUSE OF ACTION**

103. By the conduct described above, the Defendants have:

- a. Denied dwellings or otherwise made dwellings unavailable because of race and/or color, in violation of 42 U.S.C. § 3604(a);
- b. Discriminated in the terms, conditions, or privileges of the rental of dwellings, or in the provision of services or facilities in connection therewith, because of race and/or color, in violation of 42 U.S.C. § 3604(b);
- c. Coerced, intimidated, threatened, or interfered with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

104. Defendants' conduct caused Complainant to be injured and suffer damages, including, but not limited to, emotional distress, pain and suffering, lost

housing opportunity, rental fees, and out-of-pocket expenses, and interfered with her ability to secure and maintain rental housing for herself and her family.

105. Complainant is an “aggrieved person” within the meaning of 42 U.S.C. § 3602(i).

106. Defendants’ conduct was intentional, willful, and taken in reckless disregard of the rights of Complainant.

### **PRAYER FOR RELIEF**

WHEREFORE, the United States requests that the Court enter judgment against the Defendants and enter an order that:

1. Declares that the Defendants’ actions, policies, and practices as alleged in this Complaint violate the Fair Housing Act;

2. Enjoins the Defendants, their agents, employees, and successors, and all other persons in active concert or participation with them, from:

- a. Refusing to sell or rent after the making of a bona fide offer, or refusing to negotiate for the sale or rental of, or otherwise making unavailable or denying, a dwelling to any person based on race or color, in violation of 42 U.S.C. § 3604(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 therewith, based on race or color, in violation of 42 U.S.C. § 3604(b);

- c. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of that person's having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617;
  - d. Failing or refusing to take such affirmative steps as may be necessary to restore Complainant, as nearly as practicable, to the position she would have been in but for the discriminatory conduct; and
  - e. Failing or refusing to take such affirmative steps 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 the Defendants' discriminatory or otherwise unlawful conduct;
- 3. Awards monetary damages to Complainant for the Defendants' discriminatory conduct, as authorized by 42 U.S.C. § 3612(o)(3) and 3613(c)(1); and
  - 4. Awards such additional relief as the interests of justice may require.

Dated: January 15, 2025

Respectfully submitted,

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