

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

United States of America,

Plaintiff,

Case No.

v.

JURY TRIAL DEMANDED

David Jones & D Jones Properties LLC,

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 Complainant Zsatavia Vales pursuant to 42 U.S.C. § 3612(o).

2. During her tenancy at the Defendants’ property, Defendants subjected Ms. Vales to one or more discriminatory housing practices in violation of the FHA, including severe, pervasive, and unwelcome sexual harassment.

JURISDICTION AND VENUE

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

4. 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.

5. 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

6. Plaintiff is the United States of America.

7. The residential property at issue in this action is an apartment building located at 409 N. Ashland Ave. Apt. A, Green Bay, Wisconsin (the “Subject Property”).

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

9. At all relevant times, the Subject Property was owned by Defendant D Jones Properties LLC and managed by Defendant David Jones.

10. Mr. Jones is a resident of the state of Wisconsin.

FACTUAL ALLEGATIONS

11. In early September of 2021, Complainant Zsavia Vales was in desperate need of housing.

12. After a period of homelessness, she made the decision to relocate from Milwaukee to Green Bay to move in with her grandmother.

13. Ms. Vales was twenty-four years old at the time and had a two-year-old son.

14. Although Ms. Vales was grateful for her grandmother’s assistance, she considered the situation temporary as she wanted to be independent.

15. Ms. Vales’ grandmother lived in a property managed by Mr. Jones.

16. Based on her grandmother’s referral, Ms. Vales reached out to Mr. Jones to see if he had an apartment available for her to rent.

17. Mr. Jones informed her that he might have an opening, and they agreed to meet in person to complete a rental application.

18. During that meeting, Mr. Jones asked her questions about her personal life, such as “Where’s the boyfriend?” He also made statements like “Don’t be having no little boys over,” and “I know how you young girls be.”

19. These comments and Mr. Jones’ behavior made Ms. Vales uncomfortable, but she needed a home so she tried to ignore them.

20. Mr. Jones understood that Ms. Vales planned to use rental assistance to pay for her rent and agreed to work with her to submit an application.

21. Mr. Jones approved Ms. Vales’ application that same day, and they signed a month-to-month rental agreement for the Subject Property.

22. Ms. Vales and her son moved into the property on September 15, 2021.

23. After they moved in, Mr. Jones started coming by Ms. Vales’ home multiple times per week and behaved in ways that made her uncomfortable, anxious, and fearful.

24. Mr. Jones did not give Ms. Vales advance notice as to what time he would be coming over, and he often used his own set of keys to enter her home without knocking.

25. Because Mr. Jones frequently said things that made Ms. Vales uncomfortable, she purchased a voice recorder and began to record some of their conversations.

26. Approximately two weeks after she moved in, Mr. Jones came to the property to work on the furnace. Ms. Vales and her son tried to walk past Mr. Jones, but he grabbed Ms. Vales by the hips and pulled her to him. She pushed him to the ground, grabbed her son, and ran up the stairs.

27. Ms. Vales later confronted Mr. Jones about this interaction in a recorded conversation, asking “you’re not going to try to hug me as you—again,” to which Mr. Jones responded, “You know what? I ain’t going to mess with you no more. You don’t like it, no.”

28. Later in that same conversation Mr. Jones said, “I’m a man, though” and that he had “to be strong.” When Ms. Vales asked him what he meant by that, he said something about “temptation.”

29. Another time, Ms. Vales was taking a nap in her home and she awoke to Mr. Jones standing over her. He then asked to use her bathroom.

30. She later told him that this scared her, stating in a recorded conversation, “It just startled me when you came up there the other time. I’m like, whoa. It scared me. I’m not used to men—”

31. Mr. Jones then cut in: “Yeah, you not used to looking up and seeing no man there now.”

32. Additionally, during various conversations, Mr. Jones would regularly make comments that made Ms. Vales uncomfortable and were unwelcome, such as speculating that she was a “dancer,” asking her if she liked wine, telling her that he had a Corvette and a nice house, and asking her if she was into older men.

33. In one recorded conversation with Ms. Vales, Mr. Jones said, “If I wasn’t a landlord, shit, I could say all kinds of things[.]” When Ms. Vales asked him what he meant, Mr. Jones explained, “I’m saying say if you—if you’re just a regular guy, you can say anything you want to say to girls.”

34. Later on in that conversation, Mr. Jones commented that he had “managed to . . . behave myself.”

35. Another tenant who lived in the same building as Ms. Vales noticed Mr. Jones’ unusual behavior towards Ms. Vales.

36. The tenant told the U.S. Department of Housing and Urban Development (“HUD”) that she thought it was strange that he was coming over to the property so frequently and believed that he had a crush on Ms. Vales.

37. The tenant also said that Mr. Jones had questioned her about Ms. Vales’ personal life, asking if Ms. Vales had people over to the property.

38. Meanwhile, it became apparent to Ms. Vales that her unit was in need of various repairs.

39. In October of 2021, Ms. Vales told Mr. Jones that she believed there was a gas leak.

40. She texted Mr. Jones multiple times explaining that she smelled gas and that her heat didn’t work.

41. In early November of 2021, Mr. Jones turned off the gas at the meter, leaving Ms. Vales without a functioning stove, without hot water, and with no central heat. Although he brought a space heater, it was not enough to keep the unit warm.

42. On November 5, 2021, Ms. Vales texted Mr. Jones yet again asking when the gas would be turned back on, stating “I can’t live daily with no water and without cooking. I have a child.”

43. When Mr. Jones failed to adequately respond, Ms. Vales decided to call the city to report the issue.

44. The city worker noted that the “gas was turned off at the meter, landlord is working on the furnace.” The worker capped the piping at the furnace and turned the gas back on.

45. Even with the gas restored, however, the furnace was still not working properly, and Ms. Vales continued to request that Mr. Jones repair this.

46. Because he made her uncomfortable, Ms. Vales asked that Mr. Jones let her know when he would be coming over so that she could be out of the house.

47. During one recorded conversation, Ms. Vales pressed Mr. Jones to provide a specific time that he would be coming over for repair work, at which point Mr. Jones became irritated, stating “I’m not a German Shepherd. I’m not going to bite you.”

48. Ms. Vales retorted: “Well, you already done grabbed me, so I don’t know what you’re going to do.”

49. In response, Mr. Jones stated: “I’m just saying. I’m just saying why is it that you’re say you can’t be there because I’m there? You know what? I’ll tell you what, if you on a man’s property, and you can’t stand for him to—come on. Come on.”

50. Eventually, Ms. Vales hired her mother’s friend to install a 2x4 in a bracket on the inside of her front door to prevent Mr. Jones from entering Ms. Vales’ property unannounced while she was inside.

51. By February of 2022, the heat still was not working properly, and so on February 10, 2022, Ms. Vales again called the city to report the issue.

52. A city worker inspected the property later that same day and found violations of four city code ordinances, including Green Bay Ordinance § 8-594(c)(1) which requires every dwelling to have functioning heating facilities. The order further provided that the heater must be “repaired or replaced by a licensed contractor.”

53. A few weeks later, Ms. Vales came home and found that Mr. Jones had removed the 2x4 and bracket that she had previously installed.

54. On March 9, 2022, Ms. Vales sent Mr. Jones a text message complaining about him removing the 2x4 and bracket, which stated in relevant part:

Because of your unprofessional behavior . . . you asking for a hug and just grabbing me without permission as well as you walking in my room made me very uncomfortable

So I put the 2x4 up for MY peace of mind you have seen it SEVERAL TIMES AND NEVER SAID A THING

NOW ALL OF A SUDDEN YOU SAY THIS IS YOUR PROPERTY AND THE BOLT ISNT SUPPOSE TO BE THERE.

That's very disturbing and disruptive to my peace.

55. Later that same day Mr. Jones issued a "lease termination notice" stating that Ms. Vales' lease would be terminated on April 14, 2022. Mr. Jones provided no reason for the termination and he took this action in retaliation for Ms. Vales sending the text message described above and otherwise resisting his advances.

56. On April 20, 2022, Mr. Jones filed an eviction suit against Ms. Vales in state court.

57. While the eviction action was pending, Ms. Vales filed a fair housing complaint with HUD on August 1, 2022. A letter notifying Mr. Jones of this complaint was mailed out on August 1, 2022, and Ms. Vales also informed Mr. Jones that she had filed the complaint.

58. A final eviction hearing was held on August 4, 2022.

59. At the time of the hearing, Ms. Vales' rent had been paid through July 2022 by rent assistance and she had been approved for additional payments through September.

60. Nevertheless, Mr. Jones asked the court to issue an order of eviction; the court granted this request on August 4, 2022, with an effective date of August 31, 2022.

61. Mr. Jones evicted Ms. Vales in retaliation for her asserting her right to be free from sex discrimination in housing under the Fair Housing Act.

62. Left with no other choice, Ms. Vales and her son moved out of their home at the end of August 2022.

63. Mr. Jones' conduct caused Ms. Vales to suffer economic damages, a loss of a housing opportunity, and significant fear, anxiety, and emotional distress.

HUD ADMINISTRATIVE PROCESS

64. As noted above, on August 1, 2022, Ms. Vales filed a timely complaint of housing discrimination with HUD, pursuant to 42 U.S.C. § 3610(a), naming Mr. Jones and D Jones Properties LLC as respondents.

65. 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.

66. 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 Defendants violated the Fair Housing Act.

67. On June 5, 2025, the Secretary of HUD issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A).

68. On June 24, 2025, Ms. Vales elected to have the charge resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a).

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

VIOLATIONS OF THE FAIR HOUSING ACT

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

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

- a. Denied dwellings or otherwise made dwellings unavailable because of sex, in violation of 42 U.S.C. § 3604(a);

- b. Discriminated in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex, in violation of 42 U.S.C. § 3604(b);
- c. Made statements with respect to the rental of dwellings that indicate a preference, a limitation, or discrimination based on sex, in violation 42 U.S.C. § 3604(c); 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.

72. As a result of Defendants' conduct, Zsatavia Vales has been injured and is an "[a]ggrieved person" as defined by 42 U.S.C. § 3602(i).

73. Defendants' discriminatory conduct was intentional, willful, and/or taken in disregard of the rights of Ms. Vales.

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 on the basis of sex, including engaging in sexual harassment, in any aspect of the rental of a dwelling;

- b. 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;
 - c. Failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, the victims of the Defendants' past unlawful practices to the position they would have been in but for the discriminatory conduct; and
 - d. 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, as nearly as practicable, the effects of the Defendants' unlawful practices;
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 on the basis of sex;
4. Awarding Zsatavia Vales monetary damages, including actual and punitive 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 24th day of July, 2025.

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By: *s/ Niabi K. Schmaltz*

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