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17 UNITED STATES DISTRICT COURT
18 EASTERN DISTRICT OF WASHINGTON

19 UNITED STATES OF AMERICA,)
20)
21 Plaintiff,) Civil Action No. _____

22 v.)
23)

24 CARL TORKELSON, CANDI) **COMPLAINT**
25 TORKELSON, TINA BRYANT, and)
26 TORKELSON CONSTRUCTION INC.)
27 d/b/a Torkelson Rental Properties,)
28 Defendants.)

1 The United States of America alleges as follows:
2

3 NATURE OF THE ACTION

- 4 1. The United States brings this action against Carl Torkelson, Candi
5 Torkelson, Tina Bryant, and Torkelson Construction Inc., doing business
6 as Torkelson Rental Properties (“Defendants”) to enforce the Fair Housing
7 Act, Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C.
8 §§ 3601 *et seq.* (“Fair Housing Act”). The United States brings this action
9 pursuant to 42 U.S.C. § 3612(o) on behalf of Matthew McCoy.
10
11

12 JURISDICTION AND VENUE

- 13
14 2. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331, 1345,
15 and 42 U.S.C. § 3612(o).
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17 3. Venue is proper under 28 U.S.C. § 1391(b) because the actions or
18 omissions giving rise to the United States’ claims occurred in this District
19 and because the Defendants reside in this District.
20

21 PARTIES AND PROPERTY

- 22
23 4. Matthew McCoy resided in a townhome located at 605 Southern Avenue,
24 Unit 3-I, Selah, WA 98942 (“Subject Property”), a “dwelling” under the
25 Fair Housing Act, 42 U.S.C. § 3602(b), at times relevant to this Complaint.
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1 Mr. McCoy has been a person with a disability¹ as defined by the Fair
2 Housing Act, 42 U.S.C. § 3602(h), at all times relevant to this Complaint.

- 3
4 5. Defendants Candi Torkelson and Carl Torkelson were the owners of the
5 Subject Property at all times relevant to this Complaint.
- 6
7 6. Defendant Torkelson Construction, Inc., which does business as Torkelson
8 Rental Properties, is owned by Defendants Candi Torkelson and Carl
9 Torkelson. At all times relevant to this Complaint, Torkelson Rental
10 Properties operated and managed the Subject Property on behalf of Carl
11 and Candi Torkelson.
- 12
13 7. Defendant Tina Bryant served as the property manager of the Subject
14 Property at all times relevant to this Complaint.

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16 FACTUAL ALLEGATIONS

- 17
18 8. Matthew McCoy worked for Benton County Fire District No. 1 as a
19 resident firefighter and emergency medical technician from 2014 to 2017,
20 and also as a volunteer firefighter from 2002 to 2004. Through this work
21 as a first responder, he provided emergency care to individuals who had
22 suffered injuries during car crashes, criminal attacks, and other traumatic
23 incidents.
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27 ¹ The Fair Housing Act uses the term “handicap,” *see* 42 U.S.C. § 3602(h),
28 but consistent with modern usage the United States uses the term “disability” in
this Complaint.

1 9. In mid-2018, Mr. McCoy was diagnosed with post-traumatic stress
2 disorder (“PTSD”), caused by his experiences as a first responder. Since
3 then, he has received treatment from his primary care physician and other
4 medical professionals.
5

6 10. Due to his PTSD, Mr. McCoy experiences flashbacks, panic attacks,
7 anxiety, depression, tachycardia, and other debilitating symptoms. His
8 condition substantially limits his major life activities, including his ability
9 to work, sleep, care for himself, and interact socially. For example,
10 sometimes when he hears certain triggering sounds at work or another
11 public place, he has a panic attack, requiring him to go home immediately.
12 Furthermore, his depression is sometimes so severe that he cannot leave
13 the house to work, buy groceries, or attend family functions.
14
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16 11. On November 8, 2018, Mr. McCoy and his then-girlfriend entered into a
17 written lease agreement with Defendants Candi Torkelson, Carl Torkelson,
18 and Torkelson Rental Properties. The lease provided that Mr. McCoy and
19 his girlfriend would occupy the Subject Property for a one-year term,
20 starting that day. Mr. McCoy and his girlfriend also signed a document
21 titled “Addendum to Residential Lease Agreement,” which stated, in
22 provision 20, “No animals/pets to occupy the premises.”
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1 12. Later that month, Mr. McCoy's primary care physician told him that an
2 emotional support dog could help with his PTSD symptoms.

3
4 13. His physician wrote a letter, dated November 16, 2018, stating:

5 Matt McCoy is a patient of mine at the Benton City Medical
6 Clinic. He currently has a medical condition which is
7 causing him to have a lot of anxiety. He would benefit from
8 an emotional support animal. I believe he is thinking about
9 having a dog as his emotional support animal. Please allow
him to keep this animal with him.

10 14. On November 17, 2018, Mr. McCoy posted the following message on a
11 local Facebook group page:

12
13 I am wondering if anyone in and around town has border
14 collie, heeler, Australian shepherd or Labrador puppies for
15 sale or looking to rehome. I have been recently given a
16 letter from my Dr for an emotional support animal due to
past experiences.

17 15. That same day, Defendant Tina Bryant sent Mr. McCoy a private
18 Facebook message stating that she had seen his post, that the Subject
19 Property was a "no animal rental," and that Mr. McCoy needed to contact
20 her to begin an unspecified approval process. In a subsequent message,
21 she wrote, "There is paperwork your doctor will have to complete for us.
22 Please do not get an animal before the owners are made aware of this."
23
24

25 16. Mr. McCoy replied to Defendant Bryant through a Facebook message,
26 explaining that his physician had recommended an emotional support
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1 animal after the lease had been signed. He further stated, “[H]ad I known
2 [the physician] was going to [recommend an emotional support animal], I
3 would have shared it before we signed [the lease].”
4

5 17. In response, Defendant Bryant wrote, “I will be honest with you the
6 owners are going to be upset about this. They have had a very bad
7 experience with a service/support animal request. I will get paperwork
8 together next week and mail it to you.”
9

10 18. On November 28, 2018, Defendant Bryant sent an email to Mr. McCoy’s
11 girlfriend stating, in part:
12

13 Please have [Mr. McCoy] contact the owners before getting
14 an animal. . . . [P]lease give the attached Guidance for
15 Professionals to Verify Reasonable Accommodations to his
16 provider. We will wait for the Letter of Need from the
17 Provider. The letter will need to be the original and on their
18 business letterhead as we will be verifying the letters [sic]
authenticity.

19 19. At some point between November 28 and December 9, 2018, Defendant
20 Bryant also gave Defendants’ “Request for Reasonable Accommodation
21 Service/Companion Animal” form to Mr. McCoy.
22

23 20. In early December 2018, Mr. McCoy found an individual on Craigslist.org
24 who was selling black Labrador puppies. Mr. McCoy gave the seller a
25 deposit for a puppy, and she agreed to hold on to the puppy until Mr.
26 McCoy’s landlord approved his reasonable accommodation request.
27
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1 21. On December 3, 2018, in an attempt to comply with the process described
2 by Defendant Bryant in her November 28, 2018 email, Mr. McCoy
3 provided a copy of the letter from his primary care physician described in
4 paragraph 13 to Defendants.
5

6 22. On December 3, 2018, after receiving Mr. McCoy's letter, Defendant
7 Bryant emailed Mr. McCoy:
8

9 I received the letter from Prosser Memorial Health Benton
10 City Clinic This appears to be a copy and I need an
11 original letter sent directly to us from them. . . . It needs to
12 state in the letter on their letterhead that you have a
13 disability-related need that falls under the fair housing
14 laws. . . . Also a reminder to discuss the size of the animal
15 with the owners before obtaining one as the townhouse is
16 not set up to accommodate animals. I know this is a lot but
17 because of previous abuses of service animal requests we
18 will need all required documentation before we call [sic]
19 give you a response to your request.

20 23. That afternoon, Defendants received a fax from Mr. McCoy's physician
21 with an updated letter, on the physician's letterhead, stating:
22

23 Matt McCoy is a patient of mine at the Benton City Medical
24 Clinic. He currently has a medical condition which is
25 causing him to have a lot of anxiety. He would benefit from
26 an emotional support animal to help him reduce his anxiety
27 and stress. He would meet the criteria sent [sic] forth in the
28 Fair Housing Act. I believe he is thinking about having a
dog as his emotional support animal. Please allow him to
keep this animal with him.

1 24. Over the following week, from approximately December 3 through
2 December 9, 2018, Mr. McCoy and Defendant Bryant had multiple
3 discussions via phone regarding his request for a reasonable
4 accommodation. In one or more of those conversations, Defendant Bryant
5 told Mr. McCoy he would not be permitted to ever leave the dog at home
6 alone.
7

8
9 25. Mr. McCoy attempted to make arrangements to comply with Defendant
10 Bryant's condition that the dog would not be permitted to be at home
11 alone. At the time, he was working as a heavy equipment operator at a
12 construction site. He requested permission from his employer to bring an
13 emotional support animal to work, but his employer denied the request.
14
15 Mr. McCoy conveyed this information to Defendant Bryant.
16

17
18 26. Having been denied permission to bring a dog to work, Mr. McCoy then
19 proposed to Defendant Bryant that he put a dog run in his townhome's
20 garage and leave the dog there while at work. Mr. McCoy did not receive
21 an immediate response to this proposal.
22

23 27. On December 10, 2018, Mr. McCoy signed and returned Defendants'
24 "Request for Reasonable Accommodation Service/Companion Animal"
25 form. The prewritten part of the form contained the following language, to
26 which Mr. McCoy assented by signing: "I have a disability as defined by
27
28

1 the Fair Housing Laws. I use a service/companion animal to assist me
2 with the functional limitations related to my disability.” Mr. McCoy
3 checked boxes indicating that, as a reasonable accommodation, he
4 requested waivers of the no-pet policy and of any fees and deposits relating
5 to pets. He indicated on the form that he was going to adopt an eight-week
6 black Labrador puppy.
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9 28. Mr. McCoy believed he could successfully raise and train his emotional
10 support animal while complying with any reasonable conditions
11 Defendants imposed. He planned to walk the dog in the common grassy
12 area that was available for the use of all residents of the townhome
13 community. If Defendants prohibited him from leaving the dog in the
14 townhome, he intended to use a dog run in his townhome’s garage, as he
15 had communicated to Defendant Bryant. Lastly, although his girlfriend
16 moved out of the townhome in mid-December, he planned to enlist the
17 help of friends and family to care for the dog when necessary.
18
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22 29. On December 14, 2018, in an email to Mr. McCoy, Defendant Bryant
23 stated:
24

25 Your request has been approved as [Candi and Carl
26 Torkelson’s] hands are tied concerning the
27 service/companion animal matter even though they are the
28 property owners and should have the ultimate say on what
goes on there. . . . The owners are extremely unhappy about

1 this, especially an 8 week old puppy that is going to be a
2 very large dog. . . . Here are some items the owners
discussed that you need to be aware of:

3 *The letter from your provider states “Please allow
4 him to keep the dog with him” that means you will
5 have the dog with you or other arrangements made so
6 that it is never left home alone. [sic]

7 *The garage is not heated or air conditioned and is not
8 a safe place for the puppy to be left. You had
mentioned using a small dog run down there and they
want you to know that will not work.

9 *The animal cannot use the common grass area for the
10 complex as that is for the children that live there to
11 play. The owners do not want children playing where
12 an animal has defecated, one of the reasons they have
a no pet/animal policy. Use your back patio only for
the dog to defecate

13 30. Defendant Bryant attached to her email a letter signed by Defendant Candi
14 Torkelson stating, “We agree to your request for your service/companion a
15 [sic] animal to live with you at the unit listed above. We will waive our
16 ‘no-pet’ policy and waive any pet security deposit, nonrefundable pet fee,
17 and will not charge a monthly pet rent.”
18
19

20 31. Soon after, Mr. McCoy brought the puppy home and named her Medic.
21
22 After getting Medic, Mr. McCoy’s PTSD symptoms improved. He had a
23 newfound sense of purpose, and he no longer felt overwhelmed by anxious
24 thoughts. Instead of staying at home due to debilitating depression, he left
25 the townhome frequently to walk Medic and do other activities.
26
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1 32. In an attempt to comply with the restriction against leaving Medic
2 unattended, Mr. McCoy enlisted friends to check on her or keep her at their
3 homes while he was at work. Outside of work, Mr. McCoy started to
4 avoid going places where he could not bring the dog. For example, instead
5 of shopping in person, he began ordering groceries to be delivered so that
6 he did not have to leave Medic at home unattended. He also declined
7 opportunities to spend time with friends when he could not bring the dog
8 with him, because he wanted to follow Defendants' restriction.
9

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11
12 33. Despite the benefits he received from Medic's companionship,
13 Defendants' prohibition against leaving Medic unattended increased Mr.
14 McCoy's anxiety because he often worried that he would not be able to
15 find friends to watch her. The restriction also contributed to his depression
16 because he felt confined to his home.
17
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19 34. On January 21, 2019, Defendant Bryant told Mr. McCoy in an email that
20 Defendant Carl Torkelson had stopped by the townhome on three recent
21 occasions. She further stated:
22

23 [W]e need to discuss the fact that the dog was left in the
24 townhouse alone. Your doctor's letter states that you need
25 the animal with you, so leaving the dog unattended is not
26 going to work. You did mention to me a dog sitter, did that
27 not work out? The owners will not be ok with leaving the
28 dog alone.

1 35. Defendants’ interpretation of the physician’s letter was unreasonable and
2 unsupported by its plain language. Although the physician’s letter
3 requested that Defendants “allow [Mr. McCoy] to keep [the] animal with
4 him,” it did not state that Mr. McCoy needed to be with the emotional
5 support dog at all times.
6

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8 36. Defendants’ restrictions on Mr. McCoy’s emotional support animal, as
9 described herein, were unreasonable.
10

11 37. Defendants’ prohibitions were not necessary to avoid an undue financial or
12 administrative burden, a fundamental alteration to the nature of
13 Defendants’ operations, or a direct threat to the health and safety of others.
14

15 38. Through their actions described above, Defendants failed to make a
16 reasonable accommodation to allow Mr. McCoy’s emotional support
17 animal to live in his home.
18

19 39. In or about March 2019, Mr. McCoy vacated the Subject Property.
20

21 40. As a result of Defendants’ conduct, Mr. McCoy suffered emotional distress
22 and monetary damages.
23

24 HUD COMPLAINT AND CHARGE OF DISCRIMINATION

25 41. On February 13, 2019, Mr. McCoy filed a complaint of discrimination
26 with the U.S. Department of Housing and Urban Development (“HUD”),
27
28

1 pursuant to 42 U.S.C. § 3610(a). The complaint was amended to add
2 additional allegations on February 22, 2019.

3
4 42. The Secretary of HUD investigated these complaints, unsuccessfully
5 attempted conciliation, prepared a final investigative report, and
6 determined that reasonable cause existed to believe that Defendants
7 violated the Fair Housing Act. Accordingly, on September 27, 2021,
8 pursuant to 42 U.S.C. § 3610(g)(2)(A), the Secretary issued a
9
10 Determination of Reasonable Cause and Charge of Discrimination against
11 Defendants.
12

13
14 43. On October 14, 2021, Defendants elected to have these charges resolved in
15 a federal civil action pursuant to 42 U.S.C. § 3612(a).

16
17 44. On October 15, 2021, a HUD Administrative Law Judge issued a Notice of
18 Election and terminated the administrative proceedings. Following the
19 Notice of Election, the Secretary of HUD authorized the Attorney General
20 to commence a civil action pursuant to 42 U.S.C. § 3612(o).
21

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23 45. The United States and Defendants executed tolling agreements extending
24 the expiration of any statute of limitations in this action until January 28,
25 2022.
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VIOLATIONS OF THE FAIR HOUSING ACT

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2 46. By the actions set forth above, Defendants have:

- 3
4 a. Discriminated in the terms, conditions, or privileges of the rental
5 of a dwelling, or in the provision of services or facilities in
6 connection therewith, on the basis of disability, in violation of 42
7 U.S.C. § 3604(f)(2);
8
9 b. Refused to make reasonable accommodations in rules, policies,
10 practices, or services, when such accommodations may have
11 been necessary to afford such person equal opportunity to use
12 and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B);
13 and
14
15 c. Made statements with respect to the rental of a dwelling that
16 indicated a preference, limitation, or discrimination on the basis
17 of disability or an intention to make any such preference,
18
19 limitation, or discrimination, in violation of 42 U.S.C. § 3604(c).
20
21

22 47. As a result of Defendants' conduct, Mr. McCoy has been injured and is an
23 "aggrieved person" as defined by 42 U.S.C. § 3602(i).
24

25 48. Defendants' discriminatory actions were intentional, willful, and taken in
26 reckless disregard of the rights of Mr. McCoy.
27
28

PRAYER FOR RELIEF

The United States respectfully requests that this Court:

1. Declare that Defendants’ discriminatory housing practices as set forth above violate the Fair Housing Act;
2. Enjoin Defendants, their officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendants from:
 - a. 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;
 - b. 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
 - c. Making statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination on the basis of disability or an intention to make any such preference, limitation, or discrimination;

- 1 3. Order Defendants to take actions necessary to prevent the recurrence of
2 any discriminatory conduct in the future and to eliminate, to the extent
3 practicable, the effects of their unlawful conduct, including implementing
4 policies and procedures to ensure that no applicants or residents are
5 discriminated against because of disability;
6
- 7 4. Award monetary damages to Matthew McCoy pursuant to 42 U.S.C.
8 §§ 3612(o)(3) and 3613(c)(1); and
9
- 10 5. Order additional relief as the interests of justice require.
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12
13 Dated: January 28, 2022
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