

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION  
No. 5:21-CV-395

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	COMPLAINT AND DEMAND FOR
	)	JURY TRIAL
MILLS CONSTRUCTION COMPANY, INC.,	)	
MILBURNIE APARTMENTS LIMITED	)	Injunctive Relief Sought
PARTNERSHIP, PINE KNOLL LIMITED	)	
PARTNERSHIP, ROLLINWOOD MANOR, LLC,	)	
KITTRELL PLACE, LLC, HODGES CREEK	)	
APARTMENTS, LLC, and ENFIELD POINTE,	)	
LLC,	)	
	)	
Defendants.	)	
_____	)	

**COMPLAINT**

The United States alleges:

**INTRODUCTION AND NATURE OF ACTION**

1. The United States brings this action to enforce the Fair Housing Act, as amended (“FHA” or “the Act”), 42 U.S.C. §§ 3601-3619, and the FHA’s implementing regulations, 24 C.F.R. §§ 100.202 and 100.205; Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181-12213; and the ADA Standards for Accessible Design, *see* 28 C.F.R. Pt. 36 Appendices A & D (“ADA Standards”). As set forth below, the United States alleges that the Defendants, Mills Construction Company, Inc., Milburnie Apartments Limited Partnership, Pine Knoll Limited Partnership, Rollinwood Manor, LLC, Kittrell Place, LLC, Hodges Creek Apartments, LLC, and Enfield Pointe, LLC, discriminated against persons with

disabilities by failing to design and construct North Carolina multifamily apartment complexes that are accessible to persons with disabilities.

### **JURISDICTION AND VENUE**

2. This Court has jurisdiction over this action under 28 U.S.C. § 1331, 28 U.S.C. § 1345, 42 U.S.C. § 3614(a), and 42 U.S.C. § 12188(b)(1)(B).

3. Venue is proper under 28 U.S.C. § 1391(b) because the Defendants are headquartered and conduct business in the Eastern District of North Carolina, and the events or omissions giving rise to this action occurred in this District.

### **SUBJECT PROPERTIES**

4. Milburnie Road Apartments (“Milburnie Road”) is a multifamily residential apartment complex, located at 901 Sawpit Drive in Raleigh, NC, that was built using Low Income Housing Tax Credits (“LIHTCs”). It consists of six two-story, non-elevator buildings, and one one-story, non-elevator building. Milburnie Road has a total of 50 dwelling units, of which 26 are ground-floor dwelling units covered under the FHA’s accessibility requirements. It contains public and common-use areas, including a leasing office, a meeting room, a laundry facility, two restrooms, a kitchen, and parking.

5. Marsh Creek Apartments (“Marsh Creek”) is a multifamily residential apartment complex, located at 2400 Brentwood Road in Raleigh, NC, that was built using LIHTCs. It consists of a single three-story, non-elevator apartment building, and a one-story, non-elevator building. Marsh Creek has a total of 24 dwelling units, of which eight are ground-floor units covered under the FHA’s accessibility requirements. It contains public and common-use areas, including a leasing office, a laundry facility, a mail area, and parking.

6. Hodges Creek Apartments (“Hodges Creek”) is a multifamily residential apartment complex, located at 2020 Hodges Creek Drive in Raleigh, NC, that was built using LIHTCs. It consists of three three-story, non-elevator buildings. Hodges Creek has a total of 50 dwelling units, of which 18 are ground-floor dwelling units covered under the FHA’s accessibility requirements. It contains public and common-use areas, including a leasing office, a community room, two restrooms, and parking.

7. Kittrell Place Apartments (“Kittrell Place”) is a multifamily residential apartment complex, located at 4117 Kittrell Farms Drive in Greenville, NC, that was built using LIHTCs. It consists of six three-story, non-elevator buildings, and one one-story building. Kittrell Place has a total of 64 dwelling units, of which 24 are ground-floor units covered under the FHA’s accessibility requirements. It contains public and common-use areas, including a leasing office, a laundry facility, a computer center, restrooms, playgrounds, pavilions, trash facilities, and parking.

8. Enfield Pointe Apartments (“Enfield Pointe”) is a multifamily residential apartment complex, located at 191 Daniels Bridge Road in Enfield, NC, that was built using LIHTCs. It consists of five two-story, non-elevator buildings, and one one-story building. Enfield Pointe has a total of 48 dwelling units, of which 24 are ground-floor units covered under the FHA’s accessibility requirements. It contains public and common-use areas, including a leasing office, a clubhouse, restrooms, pavilions, grills, a playground, and parking.

9. Rollinwood Manor Apartments (“Rollinwood Manor”) is a multifamily residential apartment complex, located at 144 Rollinwood Drive in Rocky Mount, NC, that was built using LIHTCs. It consists of a single, three-story apartment building with an elevator. Rollinwood Manor has a total of 64 units, all of which are covered under the FHA’s accessibility

requirements. It contains public and common-use areas, including a leasing office, a community room, a mail center, a library, restrooms, and parking.

10. Lovett Square Apartments (“Lovett Square”) is a multifamily residential apartment complex, located at 211 Stokes Street in Durham, NC, that was built using LIHTCs. It consists of four three-story, non-elevator apartment buildings. Lovett Square has ground floor units covered under the FHA’s Accessible Design Requirements. It contains public and common-use areas, including a leasing office, restrooms, and parking.

11. Sherwood Park Apartments (“Sherwood Park”) is a multifamily residential apartment complex, located at 500 McCallie Avenue in Durham, NC, that was built using LIHTCs. It consists of five two-story, non-elevator apartment buildings, and one three-story, non-elevator building. Sherwood Park has ground floor dwelling units covered under the FHA’s Accessible Design Requirements. It contains public and common-use areas, including a leasing office, a community room, restrooms, and parking.

12. West Oaks Apartments (“West Oaks”) is a multifamily residential apartment complex, located at 705 Flavion Drive in Raleigh, NC, that was built using LIHTCs. It consists of five two-story, non-elevator buildings. West Oaks has ground floor units covered under the FHA’s Accessible Design Requirements. It contains public and common-use areas, including a leasing office, laundry facility, picnic area, playground, and parking.

### **DEFENDANTS**

13. Defendant Mills Construction Company, Inc. is a North Carolina corporation with a principal place of business at 5608 Spring Court in Raleigh. Defendant Mills Construction Company, Inc. was the general contractor and/or builder of Milburnie Road, Marsh Creek, and

Hodges Creek, and was otherwise involved in the design and/or construction of Kittrell Place, Rollinwood Manor, Enfield Pointe, Lovett Square, Sherwood Park and West Oaks.

14. Defendant Milburnie Apartments Limited Partnership is a North Carolina limited partnership with a principal place of business at 5608 Spring Court in Raleigh. Defendant Milburnie Apartments Limited Partnership was the owner of Milburnie Road during its design and construction, and is the current owner of Milburnie Road. Defendant Milburnie Apartments Limited Partnership was involved in the design and construction of Milburnie Road.

15. Defendant Pine Knoll Limited Partnership is a North Carolina limited partnership with a principal place of business at 5608 Spring Court in Raleigh. Defendant Pine Knoll Limited Partnership was the owner of Marsh Creek during its design and construction, and is the current owner of Marsh Creek. Defendant Pine Knoll Limited Partnership was involved in the design and construction of Marsh Creek.

16. Defendant Hodges Creek Apartments, LLC is a North Carolina limited liability company with a principal place of business at 5608 Spring Court in Raleigh. Defendant Hodges Creek Apartments, LLC was the owner of Hodges Creek during its design and construction, and is the current owner of Hodges Creek. Defendant Hodges Creek Apartments, LLC was involved in the design and construction of Hodges Creek.

17. Defendant Kittrell Place, LLC is a North Carolina limited liability company with a principal place of business at 5608 Spring Court in Raleigh. Defendant Kittrell Place, LLC was the owner of Kittrell Place during its design and construction, and is the current owner of Kittrell Place. Defendant Kittrell Place, LLC was involved in the design and construction of Kittrell Place.

18. Defendant Enfield Pointe, LLC is a North Carolina limited liability company with a principal place of business at 5608 Spring Court in Raleigh. Defendant Enfield Pointe, LLC was the owner of Enfield Pointe during its design and construction, and is the current owner of Enfield Pointe. Defendant Enfield Pointe, LLC was involved in the design and construction of Enfield Pointe.

19. Defendant Rollinwood Manor, LLC is a North Carolina limited liability company with a principal place of business at 5608 Spring Court in Raleigh. Defendant Rollinwood Manor, LLC was the owner of Rollinwood Manor at the time of construction, and is the current owner of Rollinwood Manor. Defendant Rollinwood Manor, LLC was involved in the design and construction of Rollinwood Manor.

#### **FACTUAL ALLEGATIONS**

20. The properties described above were designed and constructed for first occupancy after March 13, 1991.

21. The properties described above are “dwellings” as defined by 42 U.S.C. § 3602(b).

22. The properties described above contain “covered multifamily dwellings” within the meaning of 42 U.S.C. § 3604(f)(7)(B).

23. The covered multifamily dwellings at the properties described above are subject to the accessibility requirements of 42 U.S.C. § 3604(f).

24. The covered multifamily dwellings at the properties described above have inaccessible features that do not meet the requirements of 42 U.S.C. § 3604(f)(3)(C), including the following:

- a. the public use and common use portions of the dwellings therein are not readily accessible to and usable by persons with disabilities;<sup>1</sup> and/or
- b. not all doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons who use wheelchairs; and/or
- c. not all premises within such dwellings contain the following features of adaptive design:
  - i. accessible routes into and through the dwellings;
  - ii. light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; and/or
  - iii. usable kitchens and bathrooms such that an individual who uses a wheelchair can maneuver about the space.

25. The leasing offices, public bathrooms, and other public spaces at the properties described above are places of public accommodation within the meaning of the ADA, 42 U.S.C. § 12181(7)(E) and 28 C.F.R. § 36.104.

26. The leasing offices, public bathrooms, and other public spaces at the properties described above were designed and constructed for first occupancy after January 26, 1993.

27. The leasing offices, public bathrooms, and other public spaces at the properties described above are required to meet the accessibility requirements of the ADA Standards.

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<sup>1</sup> Throughout this Complaint, the United States uses the term “disability” instead of “handicap.” For purposes of the FHA, the terms have the same meaning. *See Bragdon v. Abbott*, 524 U.S. 624, 631 (1998) (definition of “disability” under Americans with Disabilities Act taken almost verbatim from definition of “handicap” under the FHA).

28. The leasing offices, public bathrooms, and other public spaces at the properties described above are not designed and constructed so that they are readily accessible to and usable by individuals with disabilities, as required by the ADA, 42 U.S.C. § 12183(a)(1). These spaces fail to comply with the ADA Standards.

29. The following is an illustrative, but not exhaustive, list of inaccessible features created and caused by the Defendants in designing and constructing the above properties.

**Milburnie Road**

30. The inaccessible features at Milburnie Road include, but are not limited to:
- a. barriers at entrance doors to covered units because the door thresholds are too high and are not angled in such a way as to allow passage to persons who use wheelchairs;
  - b. barriers in the sidewalk routes leading to covered units including severe cross slopes that are too steep to be negotiated by persons who use wheelchairs;
  - c. a lack of accessible routes from covered units to the common areas, such as the leasing office and the laundry area, that serve these units because there are wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments. For example, the light fixtures at the doors to the leasing office and the laundry room protrude more than 4" into the circulation path;
  - d. internal doors, including patio and storage doors, with clear openings that are too narrow for persons who use wheelchairs;



- e. a lack of accessible routes into and through covered units because interior door thresholds are too high and are not angled in such a way as to allow passage to persons who use wheelchairs;
- f. electrical outlets that are located too low for persons who use wheelchairs to reach;
- g. inaccessible bathrooms, including master bathrooms, with insufficient clear floor space to allow persons who use wheelchairs to maneuver; and
- h. barriers on the pedestrian routes to the leasing office, including slopes on the walkway to the leasing office that are too steep for persons using wheelchairs or other persons with disabilities to traverse safely; slopes in the parking spaces designated as “accessible” that are too steep for certain persons with mobility impairments to navigate safely; and steep slopes in the leasing office entry way itself, rather than a level and clear floor area.

**Marsh Creek**

- 31. The inaccessible features at Marsh Creek include, but are not limited to:
  - a. barriers in the sidewalk routes leading to covered units including severe cross slopes that are too steep to be negotiated by persons who use wheelchairs;
  - b. a lack of accessible routes from covered units to the common areas that serve these units, including the leasing office, laundry facility, and mail facility;
  - c. internal doors, including patio screen doors and walk-in closet doors, with clear openings that are too narrow for persons who use wheelchairs;

- d. a lack of accessible routes into and through covered units because primary entry door thresholds are too high and are not angled in such a way as to allow passage by persons who use wheelchairs;
- e. electrical outlets over countertops that are located too high for persons who use wheelchairs to reach using a side approach;
- f. inaccessible bathrooms, including hall and master bathrooms, with insufficient clear floor space to allow persons who use wheelchairs to maneuver, and bathrooms where the shape of the bathtub precludes the installation of grab bars, which severely limits the ability of persons who use wheelchairs to use the bathtubs safely; and
- g. barriers on the pedestrian routes to the leasing office, including slopes on the walkway from the site arrival points to the leasing office that are too steep for persons using wheelchairs or other persons with disabilities to traverse safely; wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments; and slopes in the parking spaces designated as “accessible” that are too steep for certain persons with mobility impairments to navigate safely.

### **Hodges Creek**

- 32. The inaccessible features at Hodges Creek include, but are not limited to:
  - a. barriers in the sidewalk routes leading to covered units including severe cross slopes that are too steep to be negotiated by persons who use wheelchairs;

- b. a lack of accessible common-use areas, such as the community room, because there are wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments. For example, the community room drinking fountain protrudes more than 4" into the circulation path;
- c. barriers at common-use doors, including knob handles, which are difficult to grasp, twist, and open, rather than lever handles;
- d. a lack of accessible routes into and through covered units because interior door thresholds are too high and are not angled in such a way as to allow passage by persons who use wheelchairs;
- e. thermostats that are mounted too high for persons who use wheelchairs to reach;
- f. inaccessible bathrooms where the shape of the bathtub precludes the installation of grab bars, which severely limits the ability of persons who use wheelchairs to use the bathtubs safely, and where sinks are not located a sufficient distance from the side wall to be usable by persons who use wheelchairs. For example, in the hall and master bathrooms, the sink centerlines are less than 24" to the side wall and knee space is not provided; and
- g. barriers on the pedestrian routes to the leasing office, including slopes on the walkway to the leasing office that are too steep for persons using wheelchairs or other persons with disabilities to traverse safely; and wall-

mounted objects that protrude too far into the circulation space and could injure persons with visual impairments.

**Kittrell Place**

33. The inaccessible features at Kittrell Place include, but are not limited to:
- a. barriers in the sidewalk routes leading to covered units including severe cross slopes that are too steep to be negotiated by persons who use wheelchairs;
  - b. a lack of accessible routes from covered units to the common areas that serve these units because there are wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments. For example, the light fixtures at the doors to the covered units and the rent drop box protrude more than 4" into the circulation path;
  - c. internal doors, including closet and utility closet doors, with clear openings that are too narrow for persons who use wheelchairs;
  - d. a lack of accessible routes into and through covered units because entry door thresholds are too high and are not angled in such a way as to allow passage by persons who use wheelchairs;
  - e. electrical outlets over countertops that are located too high for persons who use wheelchairs to reach using a side approach;
  - f. inaccessible bathrooms that are configured so that persons who use wheelchairs cannot maneuver about the space and use the fixtures; and
  - g. barriers on the pedestrian routes to the leasing office, including a lack of sidewalks, which would require persons using a wheelchair or persons

with other physical disabilities to use the road alongside cars and other vehicles as the only means of access; and wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments.

**Enfield Pointe**

34. The inaccessible features at Enfield Pointe include, but are not limited to:
- a. no sidewalk connecting common-use areas including the leasing office, laundry area, and covered pavilions to covered units, and no sidewalk connecting certain covered units to the public street;
  - b. a lack of accessible routes from covered units to the common areas that serve these units because there are wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments. For example, the breezeway light fixtures at unit entries and breezeway fire extinguisher cabinets protrude more than 4" into the circulation path; and
  - c. inaccessible restrooms in the leasing office that are configured so that persons who use wheelchairs cannot maneuver about the space and use the fixtures.

**Rollinwood Manor**

35. The inaccessible features at Rollinwood Manor include, but are not limited to:
- a. barriers in the sidewalk routes leading to covered units including severe cross slopes that are too steep to be negotiated by persons who use wheelchairs;

- b. a lack of accessible common-use areas because there are wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments. For example, multiple common-use drinking fountains protrude more than 4" into the circulation path;
- c. barriers at common-use doors, including knob handles, which are difficult to grasp, twist, and open, rather than lever handles;
- d. internal doors, including closet doors, with clear openings that are too narrow for persons who use wheelchairs;
- e. thermostats that are mounted too high for persons who use wheelchairs to reach;
- f. barriers on the pedestrian routes to the leasing office, including slopes on the walkway to the leasing office that are too steep for persons using wheelchairs or other persons with disabilities to traverse safely; slopes in the parking spaces designated as "accessible" that are too steep for certain persons with mobility impairments to navigate safely; and wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments; and
- g. inaccessible restrooms in the leasing office that are configured so that persons who use wheelchairs cannot maneuver about the space and use the fixtures.

## Lovett Square

36. The inaccessible features at Lovett Square include, but are not limited to:
- a. barriers in the sidewalk routes leading to covered units and the leasing office, including severe cross slopes and/or running slopes that are too steep to be negotiated by persons who use wheelchairs;
  - b. a lack of accessible common-use areas because there are wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments. For example, fire extinguishers and wall scones that protrude more than 4" into the circulation path;
  - c. a lack of accessible parking;
  - d. a lack of accessible mailboxes;
  - e. inaccessible restrooms in the leasing office that are configured so that persons who use wheelchairs cannot maneuver about the space and use the fixtures;
  - f. barriers at common-use and internal doors, including knob handles, which are difficult to grasp, twist, and open, rather than lever handles;
  - g. internal doors, including bedroom and bathrooms doors, with clear openings that are too narrow for persons who use wheelchairs;
  - h. thermostats that are mounted too high for persons who use wheelchairs to reach; and
  - i. electrical outlets above the finished floor are located too low for persons who use wheelchairs to reach.

### **Sherwood Park**

37. The inaccessible features at Sherwood Park include, but are not limited to:
- a. a lack of accessible parking;
  - b. a lack of accessible common-use areas because there are wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments. For example, wall scones in all the breezeways that protrude more than 4" into the circulation path;
  - c. a lack of accessible mailboxes;
  - d. barriers at common-use and internal doors, including knob handles, which are difficult to grasp, twist, and open, rather than lever handles;
  - e. internal doors, including bedroom and bathroom doors, with clear openings that are too narrow for persons who use wheelchairs;
  - f. thermostats that are mounted too high for persons who use wheelchairs to reach; and
  - g. inaccessible features in the clubhouse kitchen, including an inaccessible sink.

### **West Oaks**

38. The inaccessible features at West Oaks include, but are not limited to:
- a. barriers on the pedestrian route to the playground area, including severe running slopes that are too steep to be negotiated by persons who use wheelchairs;
  - b. a lack of accessible parking spaces;



- c. a lack of accessible common-use areas because there are wall-mounted objects that protrude too far into the circulation space and could injure persons with visual impairments. For example, lights at all the breezeways protrude more than 4" into the circulation path;
- d. barriers at covered dwelling doors, including knob handles, which are difficult to grasp, twist, and open, rather than lever handles;
- e. internal doors, including bedrooms and bathrooms, with clear openings that are too narrow for persons who use wheelchairs; and
- f. thermostats that are mounted too high for persons who use wheelchairs to reach.

39. The Defendants' pattern or practice of failing to design and/or construct dwellings and public and common-use areas in compliance with the FHA and ADA, as alleged herein, may extend to other multifamily properties that they designed and/or constructed.

#### **FAIR HOUSING ACT CLAIMS**

40. The United States re-alleges and incorporates the allegations set forth above.

41. The Defendants' conduct described above violates 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(C).

42. To the extent a State or unit of general local government has incorporated into its laws the requirements set forth in 42 U.S.C. § 3604(f)(3)(C), the above properties have deficiencies that did not comply with such requirements at the time they were designed and constructed.

43. The Defendants' conduct described above constitutes:
- a. a pattern or practice of resistance to the full enjoyment of rights granted by the FHA, under 42 U.S.C. § 3614(a); and
  - b. a denial to a group of persons of rights granted by the FHA that raises an issue of general public importance, under 42 U.S.C. § 3614(a).

44. Persons who may have been the victims of the Defendants' discriminatory housing practices are aggrieved persons under 42 U.S.C. § 3602(i), and may have suffered harm because of the conduct described above.

45. The Defendants' conduct described above was intentional, willful, and taken in disregard of the rights of others.

#### **AMERICANS WITH DISABILITIES ACT CLAIMS**

46. The United States re-alleges and incorporates the allegations set forth above.

47. The Defendants have failed to design and construct the leasing offices and/or other places of public accommodation at the properties above in a manner required by 42 U.S.C. §12183(a)(1), 28 C.F.R. §§ 36.401 and 36.406, and 28 C.F.R. Part 36, Appendix A.

48. The Defendants' conduct described above constitutes:
- a. a pattern or practice of discrimination within the meaning of 42 U.S.C. § 12188(b)(1)(B)(i) and 28 C.F.R. § 36.503(a); and
  - b. unlawful discrimination that raises an issue of general public importance within the meaning of 42 U.S.C. § 12188(b)(1)(B)(ii) and 28 C.F.R. § 36.503(b).

49. Persons who have been the victims of the Defendants' discriminatory conduct are aggrieved persons as defined in 42 U.S.C. § 12188(b)(2)(B), and may have suffered injuries as a result of the conduct described above.

50. The Defendants' conduct described above was intentional, willful, and taken in disregard for the rights of others.

### **PRAYER FOR RELIEF**

WHEREFORE, the United prays that the Court enter an order that:

- a. Declares that the Defendants' conduct as alleged herein violates the FHA and ADA;
- b. Enjoins the Defendants, their officers, employees, agents, successors, and all other persons in active concert or participation with any of them, from:
  - i. failing or refusing to conduct a survey of the dwelling units and public and common-use areas at the above properties and other covered multifamily properties designed and/or constructed by the Defendants to determine all inaccessible features that exist in violation of the FHA and ADA;
  - ii. failing or refusing to bring the dwelling units and public and common-use areas at the above properties and other covered multifamily properties designed and/or constructed by the Defendants into compliance with the FHA and ADA;
  - iii. failing or refusing to conduct compliance surveys at all covered multifamily properties designed and/or constructed by the

- Defendants to determine whether the retrofits ordered in paragraph (b)(ii), above, were made properly;
- iv. designing and/or constructing any covered multifamily properties in the future that do not comply with the FHA and ADA; and
  - v. failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, the victims of the Defendants' unlawful practices to the position they would have been in but for the discriminatory conduct;
- c. Awards monetary damages under 42 U.S.C. § 3614(d)(1)(B) and 12188(b)(2) to all persons harmed by the Defendants' discriminatory housing practices; and
  - d. Assesses a civil penalty against each Defendant who participated in the design and construction of a covered multifamily property within the past five years, in an amount authorized by 42 U.S.C. § 3614(d)(1)(C), 12188(b)(2)(C), and 28 C.F.R. § 85.3(b)(3), to vindicate the public interest.

The United States further prays for such additional relief as the interest of justice may require.

**JURY DEMAND**

The United States hereby demands a trial by jury of all issues so triable in accordance with Rule 38.

Dated: September 28, 2021

Respectfully submitted,

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