

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY

UNITED STATES OF AMERICA,

Plaintiff,

v.

DKCD, INC. d/b/a RENAISSANCE )  
DEVELOPMENT d/b/a RENAISSANCE )  
HOMES and d/b/a RENAISSANCE REALTY )  
INVESTMENTS; WILLIAM M. )  
CARROLL, JR.; ERIC CLAYPOOL; )  
DONALD J. COOK; COOPER CREEK )  
VILLAGE, LLC; DEERING ROAD, LLC; )  
ERNEST EGGERS; WILLIAM O. FISCHER; )  
GLENMARY VILLAGE, LLC; HAWK )  
DESIGN, INC.; HERITAGE ENGINEERING, )  
LLC; LAND DESIGN & DEVELOPMENT, INC.; )  
MINDEL, SCOTT & ASSOCIATES, INC.; )  
RENAISSANCE/AUDUBON WOODS II, LLC; )  
RENAISSANCE/DEERING ROAD, LLC d/b/a )  
WOODRIDGE LAKE; RENAISSANCE- )  
GLENMARY VILLAGE APARTMENTS, LLC; )  
RENAISSANCE HOMES, LLC; )  
RENAISSANCE/LS, LLC d/b/a )  
SPRINGS OF GLENMARY VILLAGE; )  
RENAISSANCE REALTY INVESTMENTS I, )  
LLC; RENAISSANCE/ST. ANDREWS, )  
LLC; RENAISSANCE/VALLEY FARMS, LLC; )  
RENAISSANCE/VFA, LLC; )  
TUCKER & BOOKER, INC.; )  
WOODRIDGE LAKE BUILDERS, LLC; )  
WOODS OF ST. ANDREWS, LLC; )  
COUNCIL OF CO-OWNERS OF THE )  
GARDENS OF GLENMARY VILLAGE, INC.; )  
COUNCIL OF CO-OWNERS OF SPRINGS OF )  
GLENMARY VILLAGE, INC.; )  
COUNCIL OF CO-OWNERS OF )  
WOODRIDGE LAKE PATIO HOMES, INC.; )  
COUNCIL OF CO-OWNERS OF WOODS OF )  
ST. ANDREWS, INC.; GLENMARY )

Civil Case No. 3:07-cv-00506-CRS

**ELECTRONICALLY FILED**

VILLAGE RECREATIONAL ASSOCIATION, )  
 INC.; GLENMARY VILLAGE RESIDENTS )  
 ASSOCIATION, INC.; RENAISSANCE ST. )  
 ANDREWS CONDOMINIUMS, INC.; )  
 WOODRIDGE LAKE HOMEOWNERS )  
 ASSOCIATION, INC.; and )  
 WOODS OF ST. ANDREWS HOMEOWNERS )  
 ASSOCIATION, INC., )  
 )  
 )  
 Defendants. )  
 \_\_\_\_\_)

**COMPLAINT**

The United States of America alleges:

1. This action is brought by the United States to enforce the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (the “Fair Housing Act”), 42 U.S.C. §§ 3601 – 3619, and Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181 – 12189.

**JURISDICTION AND VENUE**

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

3. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the United States’ allegations occurred in the Western District of Kentucky, many of the subject properties are located in this District, and Defendants either reside or do business in this District.

## **SUBJECT PROPERTIES**

4. Audubon Woods Condominiums is a condominium property that is under construction and located at 1300 Cardinal Drive in Louisville, KY.

5. Cooper Creek Village Apartments is an apartment and rental townhome property that is located at 4807 Cooper Village Terrace in Louisville, KY.

6. Gardens of Glenmary Village Condominiums is a condominium property that is under construction and located at 10201 Deer Vista Drive in Louisville, KY.

7. Glenmary Village Apartments is an apartment property that is under construction and located at 9606 Clubview Drive in Louisville, KY.

8. Glenmary Village Overlook Condominiums is a condominium and townhome property that is under construction and located at 9606 Clubview Drive in Louisville, KY.

9. Renaissance St. Andrews Apartments is an apartment property that is located at 3311 Renwood Boulevard in Louisville, KY.

10. Renaissance St. Andrews Condominiums is a condominium property that is located at 3311 Renwood Boulevard in Louisville, KY.

11. Springs of Glenmary Village Condominiums is a condominium property that is under construction and located at 9901 Whitney Springs Way in Louisville, KY.

12. Valley Farms Apartments is an apartment property that is under construction and located at 10200 Renaissance Valley Way in Louisville, KY.

13. Valley Farms Condominiums is a condominium property that is under construction and located at 10200 Renaissance Valley Way in Louisville, KY.

14. Woodridge Lake Patio Homes is a patio home property that is under construction and located at 5110 Woodridge Lake Boulevard in Louisville, KY.

15. Woods of St. Andrews Condominiums is a condominium property that is under construction and located at 7314 St. Andrews Woods Circle in Louisville, KY.

### **DEFENDANTS**

16. Defendant DKCD, Inc. is an active, for-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance Development is an assumed name of DKCD, Inc., and it is an active Kentucky Assumed Name Corporation with its principal place of business at 407 Lake Pointe Trace, Louisville, KY 40245. Renaissance Homes is also an assumed name of DKCD, Inc., and it is an inactive Kentucky Assumed Name Corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance Realty Investments is also an assumed name of DKCD, Inc., and it is an active Assumed Name Corporation with its principal place of business at 407 Lake Pointe Trace, Louisville, KY 40245. DKCD, Inc. d/b/a Renaissance Development, Renaissance Homes, and Renaissance Realty Investments is the owner of the properties described above in Paragraphs 4 – 15 (the “Subject Properties”), and it was or is involved in the design and construction of the Subject Properties.

17. Defendant William M. Carroll, Jr. is an architect registered with the State of Kentucky Board of Architects, with his principal place of business at 12146 Belmont Park Circle, Louisville, KY 40243. He was or is involved in the design and construction of Gardens of Glenmary Village Condominiums and Valley Farms Apartments.

18. Defendant Eric Claypool is an architect registered with the State of Kentucky Board of Architects, with his principal place of business at 8801 Hermitage Court, Louisville, KY 40242. He was or is involved in the design and construction of Springs of Glenmary Village Condominiums.

19. Defendant Donald J. Cook has his principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. He is an owner of Cooper Creek Village Apartments, and he was involved in the design and construction of that property.

20. Defendant Cooper Creek Village, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Cooper Creek Village, LLC is an owner of Cooper Creek Village Apartments, and it was involved in the design and construction of that property.

21. Defendant Deering Road, LLC is an active Kentucky limited liability company with its principal place of business at 1213 Outer Loop, Louisville, KY 40219. Deering Road, LLC is a developer of Woodridge Lake Patio Homes, and it was or is involved in the design and construction of that property.

22. Defendant Ernest Eggers has his principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. He is an owner of Cooper Creek Village Apartments, and he was involved in the design and construction of that property.

23. Defendant William O. Fischer has his principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. He is an owner of Gardens of Glenmary Village Condominiums, Glenmary Village Apartments, Glenmary Village Overlook Condominiums,

Springs of Glenmary Condominiums, Valley Farms Apartments, Woods of St. Andrews Condominiums, and he was or is involved in the design and construction of those properties.

24. Defendant Glenmary Village, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Glenmary Village, LLC is an owner of Gardens of Glenmary Village Condominiums, Glenmary Village Apartments, and Glenmary Village Overlook Condominium, and it was or is involved in the design and construction of those properties.

25. Defendant Hawk Design, Inc. is an active, for-profit Kentucky corporation with its principal place of business at P.O. Box 99, Pendleton, KY 40055. Hawk Design, Inc. was or is involved in the design and construction of Gardens of Glenmary Village Condominiums, Springs of Glenmary Condominiums, Valley Farms Apartments, and Woods of St. Andrews Condominiums.

26. Defendant Heritage Engineering, LLC is an active Kentucky limited liability company with its principal place of business at 17011 Ashburton Drive, Louisville, KY 40245. Heritage Engineering, LLC was or is involved in the design and construction of Audubon Woods Condominiums, Springs of Glenmary Village Condominiums, Valley Farms Apartments, and Valley Farms Condominiums.

27. Defendant Land Design & Development, Inc. is an active, for-profit Kentucky corporation with its principal place of business at 8014 Vine Crest Avenue, Suite 8, Louisville, KY 40222. Land Design & Development, Inc. was or is involved in the design and construction of Glenmary Village Apartments, Glenmary Village Overlook Condominiums, and the clubhouse for Woodridge Lake Patio Homes.

28. Defendant Mindel, Scott & Associates, Inc. is an active, for-profit Kentucky corporation with its principal place of business at 4545 Bishop Lane, Suite 200, Louisville, KY 40218. Mindel Scott & Associates, Inc. was or is involved in the design and construction of Cooper Creek Village Apartments, Renaissance St. Andrews Apartments, Renaissance St. Andrews Condominiums, Woodridge Lake Patio Homes, and Woods of St. Andrews Condominiums.

29. Defendant Renaissance/Audubon Woods II, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance/Audubon Woods II, LLC is an owner of the Audubon Woods Condominiums, and it was or is involved in the design and construction of that property.

30. Defendant Renaissance/Deering Road, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Woodridge Lake is an assumed name of Renaissance/Deering Road, LLC, and it is an active Kentucky Assumed Name for LLC with its principal place of business at 101 North Seventh Street, Louisville, KY 40202. Renaissance/Deering Road, LLC d/b/a Woodridge Lake is an owner of Woodridge Lake Patio Homes, and it was or is involved in the design and construction of that property.

31. Defendant Renaissance-Glenmary Village Apartments, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance-Glenmary Village Apartments, LLC is an owner of the Glenmary Village Apartments, and it was or is involved in the design and construction of that property.

32. Defendant Renaissance Homes, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299.

Renaissance Homes, LLC is an owner of Woods of St. Andrews Condominiums, Woodridge Lake Patio Homes, Glenmary Village Apartments, Audubon Woods Condominiums, and Valley Farms Apartments, and it was or is involved in the design and construction of those properties.

33. Defendant Renaissance/LS, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299.

Springs of Glenmary Village is an assumed name of Renaissance/LS, LLC, and it is an active Kentucky Assumed Name for LLC with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance/LS, LLC d/b/a Springs of Glenmary Village is an owner of Springs of Glenmary Village Condominiums, and it was involved in the design and construction of that property.

34. Defendant Renaissance Realty Investments I, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance Realty Investments I, LLC is an owner of Woodridge Lake Patio Homes, and it was or is involved in the design and construction of that property.

35. Defendant Renaissance/St. Andrews, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance/St. Andrews, LLC is an owner of Renaissance St. Andrew Apartments and Renaissance St. Andrews Condominiums, and it was involved in the design and construction of those properties.

36. Defendant Renaissance/Valley Farms, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance/Valley Farms, LLC is an owner of Valley Farm Apartments, and it was or is involved in the design and construction of that property.

37. Defendant Renaissance/VFA, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance/VFA, LLC is an owner of Valley Farms Apartments, and it was or is involved in the design and construction of that property.

38. Defendant Tucker & Booker, Inc. is an active, for-profit Kentucky corporation, with its principal place of business at 10172 Linn Station Road, Suite 300, Louisville, KY 40223. Tucker & Booker, Inc. was or is involved in the design and construction of Audubon Woods Condominiums, Cooper Creek Village Apartments, Glenmary Village Apartments, Glenmary Village Overlook Condominiums, Renaissance St. Andrews Apartments, Renaissance St. Andrews Condominiums, and Woodridge Lake Patio Homes.

39. Defendant Woodridge Lake Builders, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Woodridge Lake Builders, LLC is an owner of Woods of St. Andrews Condominiums and Woodridge Lake Patio Homes, and it was or is involved in the design and construction of those properties.

40. Defendant Woods of St. Andrews, LLC is an active Kentucky limited liability company with its principal place of business at 11620 Commonwealth Drive, Louisville, KY

40299. Woods of St. Andrews, LLC is an owner of Woods of St. Andrews Condominiums, and it was or is involved in the design and construction of that property.

41. Defendant Council of Co-Owners of the Gardens of Glenmary Village, Inc. is an active, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Council of Co-Owners of the Gardens of Glenmary Village, Inc. is a homeowners' association for Gardens of Glenmary Condominiums and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

42. Defendant Council of Co-Owners of Springs of Glenmary Village, Inc. is an inactive, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Council of Co-Owners of Springs of Glenmary Village is a homeowners' association for the Springs of Glenmary Condominiums and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

43. Defendant Council of Co-Owners of Woodridge Lake Patio Homes, Inc. is an active, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Council of Co-Owners of Woodridge Lake Patio Homes, Inc. is a homeowners' association for Woodridge Lake Patio Homes and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

44. Defendant Council of Co-Owners of Woods of St. Andrews, Inc., is an active, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive,

Louisville, KY 40299. Council of Co-Owners of Woods of St. Andrews, Inc. is a homeowners' association for Woods of St. Andrews Condominiums and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

45. Defendant Glenmary Village Recreational Association, Inc. is an active, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40229. Glenmary Village Recreational Association, Inc. is a homeowners' association for Gardens of Glenmary Village Condominiums and Glenmary Village Apartments properties and has an ownership and management interest those properties. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

46. Defendant Glenmary Village Residents Association, Inc. is an active, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40229. Glenmary Village Residents Association, Inc. is the homeowners' association for Gardens of Glenmary Village Condominiums and Glenmary Village Apartments and has an ownership and management interest in those properties. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

47. Defendant Renaissance St. Andrews Condominiums, Inc. is an active, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance St. Andrews Condominiums, Inc. is the homeowners' association for Renaissance St. Andrews Condominiums and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

48. Defendant Woodridge Lake Homeowners Association, Inc. is an active, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Woodridge Lake Homeowners Association, Inc. is a homeowners' association for Woodridge Lake Patio Homes and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

49. Defendant Woods of St. Andrews Homeowners Association, Inc. is an active, non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40229. Woods of St. Andrews Homeowners Association, Inc. is the homeowners' association for Woods of St. Andrews and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

### **FACTUAL ALLEGATIONS**

50. The Subject Properties described above were designed and constructed for first occupancy after March 13, 1991.

51. Each of the Subject Properties contains "dwellings" as defined by 42 U.S.C. § 3602(b).

52. Each of the Subject Properties contains "covered multifamily dwellings" within the meaning of 42 U.S.C. § 3604(f)(7).

53. The covered multifamily dwellings at the Subject Properties are subject to the requirements of 42 U.S.C. § 3604(f).

54. The covered multifamily dwellings at the Subject Properties are not designed and constructed in a manner that–

- a. the public use and common use portions of the dwellings therein are readily accessible to and usable by handicapped persons;
- b. all doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by handicapped persons in wheelchairs;
- c. 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;
  - (III) reinforcements in bathroom walls to allow later installation of grab bars; and
  - (IV) usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

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

55. The allegations of Paragraphs 1 – 54 are hereby incorporated by reference.

56. The Defendants described above in Paragraphs 16 – 40 (the “Design & Construct Defendants”) have failed to design and construct covered multifamily dwellings in the manner set forth in 42 U.S.C. §§ 3604(f)(3)(C)(i) – (iii).

57. The Design & Construct Defendants may have designed and constructed other multifamily housing complexes for first occupancy after March 13, 1991, which are also subject to the Fair Housing Act's accessibility requirements.

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

59. The Design & Construct Defendants' conduct constitutes:

- a. a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601 – 3619; or
- b. a denial to a group of persons of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601 – 3619, which raises an issue of general public importance.

60. Persons who may have been the victims of the Design & Construct Defendants' discriminatory housing practices are aggrieved persons as defined in 42 U.S.C. § 3602(i), and may have suffered injuries as a result of the conduct described above.

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

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

62. The allegations of Paragraphs 1 – 54 are hereby re-incorporated by reference.

63. Defendants DKCD, Inc., Cooper Creek Village, LLC, Donald J. Cook, and Ernest Eggers have failed to design and construct the rental offices and other public use areas at Cooper Creek Village Apartments in a manner required by 42 U.S.C. § 12183(a)(1) and the Department

of Justice's regulations implementing Title III of the ADA, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

64. Defendants DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and William Fischer have failed to design and construct the sales offices and other public use areas at Gardens of Glenmary Village Condominiums in a manner required by 42 U.S.C. § 12183(a)(1) and the Department of Justice's regulations implementing Title III of the ADA, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

65. Defendants DKCD, Inc., Renaissance Homes, LLC, Glenmary Village, LLC, Renaissance-Glenmary Village Apartments, LLC, and William Fischer have failed to design and construct the rental offices and other public use areas at Glenmary Village Apartments in a manner required by 42 U.S.C. § 12183(a)(1) and the Department of Justice's regulations implementing Title III of the ADA, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

66. Defendants DKCD, Inc. and Renaissance/St. Andrews, LLC have failed to design and construct the rental and sales offices and other public use areas at Renaissance St. Andrews Apartments and Renaissance St. Andrews Condominiums in a manner required by 42 U.S.C. § 12183(a)(1) and the Department of Justice's regulations implementing Title III of the ADA, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

67. Defendants DKCD, Inc., Renaissance/LS, LLC, and William Fischer have failed to design and construct the sales offices and other public use areas at Springs of Glenmary Village Condominiums in a manner required by 42 U.S.C. § 12183(a)(1) and the Department of Justice's

regulations implementing Title III of the ADA, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

68. Defendants DKCD, Inc., Renaissance/VFA, LLC, Renaissance/Valley Farms, LLC, Renaissance Homes, LLC, and William Fischer have failed to design and construct the rental offices and other public use areas at Valley Farms Apartments in a manner required by 42 U.S.C. § 12183(a)(1) and the Department of Justice’s regulations implementing Title III of the ADA, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

69. Defendants DKCD, Inc., Renaissance Homes, LLC, Woodridge Lake Builders, LLC, Renaissance/Deering Road, LLC, Deering Road, LLC, and Renaissance Realty Investments I, LLC have failed to design and construct the sales offices and other public use areas at Woodridge Lake Patio Homes in a manner required by 42 U.S.C. § 12183(a)(1) and the Department of Justice’s regulations implementing Title III of the ADA, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

70. Defendants DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, Renaissance Homes, LLC, and William Fischer have failed to design and construct the sales offices and other public use areas at Woods of St. Andrews Condominiums in a manner required by 42 U.S.C. § 12183(a)(1) and the Department of Justice’s regulations implementing Title III of the ADA, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

71. The Defendants described in Paragraphs 63 – 70 (the “ADA Defendants”) may have failed to design and construct the rental and sales offices and other public use areas at other

multifamily housing complexes that are subject to the Americans with Disabilities Act's accessibility requirements.

72. The ADA Defendants' conduct 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); or
- 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).

73. Persons who may have been the victims of the ADA 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.

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

#### **PRAYER FOR RELIEF**

WHEREFORE, the United States prays that the Court enters an order that:

- a. Declares that the Design & Construct Defendants' conduct as alleged herein violates the Fair Housing Act and that the ADA Defendants' conduct as alleged herein violates the Americans with Disabilities Act;
- b. Enjoins the Design & Construct 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 bring the living units and public and common use areas in these and other covered multifamily dwellings designed and constructed by the Design & Construct Defendants into compliance with 42 U.S.C. § 3604(f)(3)(C);
  - ii. Failing or refusing to conduct a compliance survey at all covered multifamily dwellings designed and constructed by the Design & Construct Defendants to determine whether the retrofits ordered in paragraph (i), above, were made properly;
  - iii. Failing or refusing to retrofit the living units and public and common use areas in these and other covered multifamily dwellings designed and constructed by the Design & Construct Defendants to bring them into compliance with the requirements of 42 U.S.C. § 3604(f)(3)(C);
  - iv. Failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, the victims of the Design & Construct Defendants' unlawful practices to the position they would have been in but for the discriminatory conduct; and
  - v. Designing and constructing any covered multifamily dwellings in the future that do not comply with 42 U.S.C. § 3604(f)(3)(C);
- c. Enjoins the Defendants described above in Paragraphs 41 – 49 from engaging in conduct that denies access to the common and public use areas and the covered multifamily dwellings under their ownership or management or the taking of any other action appropriate to ensure that any retrofits required to bring the living

units and public use and common use areas into compliance with the accessibility provisions of the Fair Housing Act be done in a prompt and efficient manner.

- d. Enjoins the ADA 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 bring the public accommodations, including the rental and sales offices, for these and other covered multifamily dwellings designed and constructed by the ADA Defendants into compliance with 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;
  - ii. Failing or refusing to conduct a compliance survey at all covered multifamily dwellings designed and constructed by the ADA Defendants to determine whether the retrofits ordered in paragraph (d)(i), above, were made properly;
  - iii. Failing or refusing to retrofit the public accommodations, including rental and sales offices, at these and other covered multifamily dwellings designed and constructed by the ADA Defendants to bring them into compliance with the requirements of 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;
  - iv. Failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, the victims of the ADA Defendants'

unlawful practices to the position they would have been in but for the discriminatory conduct; and

- v. Designing and constructing any public accommodations for any covered multifamily dwelling in the future that do not comply with 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;
- e. Enjoins the Defendants described above in Paragraphs 41 – 49 from engaging in conduct that denies access to the common use and public use areas and the covered multifamily dwellings under their ownership or management or the taking of any other action appropriate to ensure that any retrofits required to bring the living units and public use and common use areas into compliance with the accessibility provisions of the Fair Housing Act and Americans with Disabilities Act be done in a prompt and efficient manner.
- f. Awards monetary damages to all persons harmed by the Design & Construct Defendants' and ADA Defendants' discriminatory practices, pursuant to 42 U.S.C. §§ 3614(d)(1)(B) and 12188(b)(2)(B); and
- g. Assesses a civil penalty against each Design & Construct Defendant, with the exception of Defendant Cooper Creek Village, LLC, and each ADA Defendant, with the exception of Defendant Cooper Creek Village, LLC, to vindicate the public interest pursuant to 42 U.S.C. §§ 3614(d)(1)(C) and 12188(b)(2)(C) and 28 C.F.R. § 85.3(b)(3).

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

Dated September 25, 2007

Respectfully submitted,

PETER D. KEISLER  
Acting Attorney General

DAVID L. HUBER  
United States Attorney  
Western District of Kentucky

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RENA J. COMISAC  
Acting Assistant Attorney General  
Civil Rights Division

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STEVEN H. ROSENBAUM  
Chief  
Housing and Civil Enforcement Section

s/ Ben Schechter  
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