

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. 13-00530-KD-M

GULF SHORES APARTMENTS, LTD.;
ARD, INC.; SOUTHEASTERN PARTNERS,
INC.; MITCHELL MANAGEMENT, INC.;
MULTIFAMILY MANAGEMENT, INC.;
THE MITCHELL COMPANY, INC.;
JO ANN DOUGLAS; ROBIN PRENTICE;
and MICHAEL GRINSTEAD,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

The United States of America alleges as follows:

NATURE OF ACTION

1. This is a civil action brought by the United States to enforce the Fair Housing Act, 42 U.S.C. § 3601, *et seq.* (“the Act”), on behalf of Cynthia Boyd.

JURISDICTION AND VENUE

2. This court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3612(o).

3. Venue is proper under 28 U.S.C. § 1391(b) and 42 U.S.C. § 3612(o), in that the events or omissions giving rise to this action occurred in this judicial district.

PARTIES

4. Defendant Gulf Shores Apartments, Ltd., an Alabama limited partnership, owned Morgan Trace Apartments at times relevant to the allegations described in this Complaint. Morgan Trace Apartments is a multi-family apartment complex located off of Fort Morgan Road at 18401 State Highway 180, Gulf Shores, Baldwin County, Alabama.

5. Defendant Southeastern Partners, Incorporated (“Southeastern” or “Southeastern Partners”), a Delaware corporation, was the General Partner of Gulf Shores Apartments, Ltd., during the time Ms. Cynthia Boyd, the aggrieved victim of housing discrimination in this civil action, lived at Morgan Trace Apartments. Records filed with the Alabama Secretary of State confirm that “The Mitchell Company, Inc.” was the limited partner for Defendant Gulf Shores Apartment, Ltd., when the partnership was formed in 1988.

6. Defendant The Mitchell Company, Inc., an Alabama corporation, was Gulf Shores Apartments, Ltd., and Southeastern’s on-site management company for the subject property at times relevant to this Complaint. The Mitchell Company, Inc., was the official United States Department of Agriculture (“USDA”) approved management agent at the subject property, and acted in that capacity for Defendants

Gulf Shores Apartments, Ltd., and Southeastern Partners during Ms. Boyd's tenancy. The arrangement with the federal government agency, USDA, included a subsidized interest rate program on the \$1,500,000 mortgage on this apartment complex. The property was included in a Rental Assistance Program which ensured that the owners and operators of the apartment complex would receive subsidies, resulting in the full receipt of fair market value rental income even if the tenants paid very little based upon their income.

7. Defendant The Mitchell Company's property management division was known as Mitchell Management, Inc. In August 2006, Patrick J. Coffey purchased Defendant Mitchell Management, Inc., and with the acquisition he brought the entire management staff of that company with him. Mitchell Management, Inc., provided management of the Morgan Trace Apartments for Gulf Shores Apartments, Ltd.

8. In May 2009, Defendant Mitchell Management, Inc., over the signature of Patrick J. Coffey, changed its name to Multifamily Management, Inc., keeping the same federal tax identification number as the previous Mitchell Management, Inc. Defendant Multifamily Management, Inc., an Alabama domestic corporation, provided on-site and off-site management at the subject property and also acted in that capacity for Defendant Gulf Shores Apartment, Ltd., and Defendant Southeastern during Ms. Boyd's tenancy.

9. Defendants The Mitchell Company, Inc., Mitchell Management, Inc., and/or Multifamily Management, Inc., managed the daily operations of the subject property at times relevant to this Complaint.

10. In the years relevant to this Complaint, the companies providing management to the Morgan Trace Apartments were deemed to be poorly performing by USDA. Deficiencies cited included improper management, allowing the property to degrade in financial and physical conditions, maintaining an unacceptably low operating balance in their checking accounts, failing to pay their accounts payable, failing to follow USDA instructions, and failing to act responsibly when making vacant apartments available for rent.

11. On January 1, 2013, pursuant to an Amendment to Defendant Gulf Shores Apartments, Ltd.'s Articles of Partnership, the Defendant ARD, Inc., ("ARD") acquired general partnership interest from Defendant Southeastern, which transferred its general partnership interests in Gulf Shores Apartments, Ltd., to ARD. ARD is a property management corporation registered in the State of Alabama. On information and belief, the transaction included the acquisition of the business entity and not an acquisition of assets only. As such, ARD assumed all liabilities of the acquired entity.

12. Defendant Jo Ann Douglas ("Douglas") was employed by Defendants The Mitchell Company, Mitchell Management, Inc., and/or Multifamily

Management, Inc. She was the resident property manager for Morgan Trace Apartments at the time of Ms. Boyd's application in 2007 through Douglas' departure in November 2010. Defendant Douglas' duties included, but were not limited to: processing applications, maintaining a wait list, updating tenant files, responding to tenant inquiries, receiving and responding to reasonable accommodation requests, completing tenant re-certifications, handling USDA requirements and reports and assigning maintenance work. Before her departure, Defendant Douglas trained Defendant Robin Prentice for the resident manager position.

13. Defendant Robin Prentice ("Prentice") was employed by Defendants Mitchell Management, Inc., and Multifamily Management, Inc., working at Morgan Trace Apartments. He replaced Douglas in the position of property manager at the subject property and assumed all other property management duties. Prior to becoming property manager, Prentice served as a maintenance technician at Morgan Trace Apartments from March 2009 to July 2010. Defendant Prentice's duties as a maintenance technician included, but were not limited to: making repairs and performing other maintenance related duties based on tenant requests and maintenance needs at the subject property.

14. Defendant Michael Grinstead ("Grinstead") was employed by Defendants Mitchell Management, Inc., Multifamily Management, Inc., and/or The

Mitchell Company. He was the resident maintenance technician for Morgan Trace Apartments during Ms. Boyd's tenancy. He left the property in late summer 2009. Defendant Grinstead was rehired and returned to the subject property in August 2010 as the maintenance technician. Following his return, Defendant Douglas left Morgan Trace Apartments and Defendant Prentice moved into her position as property manager. Defendant Grinstead's duties as a maintenance technician included, but were not limited to: making repairs and performing other maintenance related duties based on tenant requests and maintenance needs at the subject property.

15. Defendants Douglas, Prentice, and Grinstead were agents or employees of Defendants Gulf Shores Apartments, Ltd., ARD, Southeastern, Mitchell Management, Inc., Multifamily Management, Inc., and/or The Mitchell Company, Inc., at the times relevant to this Complaint.

ADMINISTRATIVE HISTORY

16. On or about September 27, 2010, Cynthia Body filed a complaint with the United States Department of Housing and Urban Development ("HUD"), alleging that Defendants Gulf Shores Apartments, Ltd., Southeastern Partners, Incorporated, Multifamily Management, Inc., The Mitchell Company, Inc., Jo Ann Douglas, Robin Prentice, and Michael Grinstead discriminated against her based on her disability and sex and retaliated against her, in violation of the Fair Housing Act, as

amended (“Act”). 42 U.S.C. § 3601, *et seq.*

17. The HUD complaint was amended on several occasions, including adding allegations under Section 818, to add discrimination based on sexual harassment and to add The Mitchell Company, Inc., and ARD, Inc., as respondents.

18. Pursuant to 42 U.S.C. §§ 3610(a) and (b), the Secretary of HUD conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. On September 26, 2013, based on the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1) and (2), determined that reasonable cause existed to believe that illegal discriminatory housing practices based on disability and sex and acts of retaliation had occurred. On September 26, 2013, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2), charging the Defendants with engaging in discriminatory practices against Cynthia Boyd on the basis of disability and sex and acts of retaliation in violation of the Fair Housing Act, 42 U.S.C. §§ 3604 (f)(1)(A), (f)(2)(A), (f)(3)(B), (b) and (c) and 3617.

19. The principals of Mitchell Management, Inc., were involved in the HUD administrative process.

20. On or about September 30, 2013, Ms. Boyd elected to have the claims asserted in HUD’s Charge of Discrimination resolved in a civil action, pursuant to 42 U.S.C. § 3612(a). On the same date, the Chief Administrative Law Judge issued a

Notice of Election and Judicial Determination and terminated the administrative proceeding on the complaint.

21. Following this Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action, pursuant to 42 U.S.C. § 3612(o).

FACTUAL ALLEGATIONS

22. At all times relevant to the allegations contained herein, Ms. Cynthia Boyd, an adult resident citizen of Baldwin County, Alabama, was an individual with physical and mental disabilities which substantially limit one or more of her major life activities. Ms. Boyd has a seizure disorder, limited mobility and mental disabilities. Ms. Boyd receives Social Security benefits based on her disabilities. She has a “handicap” as defined by the Fair Housing Act. 42 U.S.C. § 3602(h).

23. Ms. Boyd is an “aggrieved person” as defined by the Fair Housing Act. 42 U.S.C. § 3602(i)(1).

Reasonable Accommodations

24. On May 18, 2007, Ms. Boyd visited the subject property with her service dog and completed a rental application. She identified herself on the application as a person with a disability. Defendant Douglas accepted and signed the application on or about that date.

25. During the rental application process, on May 18, 2007, Ms. Boyd told Defendant Douglas that she had a disability and needed a first floor unit due to the

possibility of having a seizure while navigating the stairs.

26. Ms. Boyd also informed Douglas that she had an assistance animal, and provided him with a letter, dated May 14, 2007, from her doctor stating that Ms. Boyd needed her dog for “emotional stability.”

27. On August 27, 2007, a Lease Agreement at Morgan Trace Apartments was entered into by Ms. Boyd and Morgan Trace Apartments/The Mitchell Company. The lease was signed by Ms. Boyd and Defendant Douglas. On September 1, 2007, Ms. Boyd moved into Unit 26 at Morgan Trace Apartments, along with her dog. Unit 26 is a second floor, two bedroom apartment.

28. Following her move into the Morgan Trace Apartments, lease agreements were entered into by the parties as follows: on September 1, 2008, a Lease Agreement was entered into by Ms. Boyd and Morgan Trace Apartments/The Mitchell Company. The lease was executed by Ms. Boyd and Defendant Douglas. On August 31, 2009, a Lease Agreement between Ms. Boyd and Morgan Trace Apartments/Gulf Shores Apartments, Ltd., was executed by Ms. Boyd and Defendant Douglas. On September 1, 2010, a Lease Agreement between Ms. Boyd and Gulf Shores Apartments, Ltd./Multifamily Management, Inc., was executed by Ms. Boyd and an agent for the Owner.

29. In a letter dated November 16, 2007, Ms. Boyd wrote to Defendant Douglas reminding her that when she applied for an apartment at Morgan Trace, she

had discussed with Douglas her need for a first floor unit. In her letter, she renewed her request for a first floor unit because of her disability. Ms. Boyd also informed Douglas that she had an emotional support/service animal, and that the animal was trained to protect her and warn others if Ms. Boyd was in distress.

30. On January 4, 2008, and on February 8, 2008, Ms. Boyd wrote to Defendant Douglas making requests for a first floor apartment. In the February 8, 2008 request, she wrote, "It is required by my disability and HUD that I live in one and I know that you will help me acquire one as soon [as] one comes open."

31. In August 2008, Defendant Douglas circulated the subject property's "pet" rules and regulations, dated January 7, 2008, to the tenants. An accompanying confirmation form required tenants to submit a doctor's prescription and a letter from a veterinarian confirming that their animals' immunizations were up-to-date and that their animals were in good health.

32. On August 21, 2008, Defendant Douglas sent a note to the Social Security Administration which stated:

Ms. Boyd has given me a SS Letter she received in January 2008. Ms. Boyd believes that this letter proves that she is disabled. I see where it states that she is entitled to monthly disability benefits. The letter states that her regular monthly Social Security amount is \$1564: Is Regular Social Security the same as disability benefits?

33. On August 22, 2008, the Social Security Administration responded to Defendant Douglas' August 21, 2008 note by faxing it back to Douglas after writing at the bottom of the page, "The letter is correct when it states regular benefits each month in this case are disability benefits."

34. On August 27, 2008, Ms. Boyd acknowledged receipt of the "pet" rules and regulations and submitted to Defendant Douglas a letter from her physician and immunization records for her dog. Ms. Boyd also provided a May 5, 2006, certificate signed by her doctor that indicated her dog had completed training to become a service dog to assist people with epilepsy, along with a copy of the photo tag that identifies the dog as a service animal and Ms. Boyd as the dog's owner.

35. On September 5, 2008, Ms. Boyd provided Defendant Douglas a physician's letter dated September 3, 2008. The letter confirmed that Ms. Boyd's dog was a "service animal" that was required because of Ms. Boyd's disability.

36. On September 9, 2008, Defendant Douglas faxed a letter to Ms. Boyd's physician and asked the physician to verify the contents and authenticity of her September 3, 2008, letter about Ms. Boyd's assistance animal. The physician verified the letter's authenticity.

37. On September 13, 2008, Joaquin Luaces, Area Manager for Defendant The Mitchell Company (and/or Miramar Miami, Inc.), and Defendant Douglas' supervisor, wrote the USDA stating that Ms. Boyd had not provided any verifiable

documentation that her dog was a service animal. He also stated that her service animal was nothing more than an untrained pet and that the prescribing physician and/or Ms. Boyd were not being truthful.

38. On October 16, 2008, Defendant Douglas sent Ms. Boyd a letter stating that the request for her “dog” was denied because of a discrepancy between Ms. Boyd’s physician’s May 14, 2007 letter, which stated the dog was needed for “emotional stability” and her September 3, 2008 letter, which stated the dog was a “service dog.” Douglas’ letter stated that additional verifiable third party documentation was needed, identifying when, where and who trained the dog.

39. On November 13, 2008, Defendant Douglas issued Ms. Boyd a notice of violation which stated, “No pets will be kept on the premises unless agreed to first in writing by Lessor or unless the same shall be trained and certified Seeing Eye or Service Animal (No Puppies).”

40. On or about August 8, 2009, Defendant Grinstead threatened Ms. Boyd and her dog. On August 8, 2009, Ms. Boyd filed an offense report with the Baldwin County Sheriff’s Office regarding this incident stating that Grinstead threatened to “get her and kill her dog.” Because of this wrongful conduct, Ms. Boyd feared Grinstead. As a result, Ms. Boyd changed her daily routine and began walking her dog before dawn rather than her usual early morning walks and late in the evenings after Grinstead left work for the day.

41. In a letter dated November 14, 2009, Ms. Boyd asked Defendant Douglas for an estimate on when she could get the downstairs unit that she believed was vacant at that time. Douglas did not respond.

42. Beginning in January 2010, Defendant Douglas instructed Ms. Boyd that she would have to pay a cash deposit to hold and/or be transferred to a first floor unit.

43. On February 12, 2010, Ms. Boyd wrote to Defendant Douglas and again asked for a transfer to a first floor unit as soon as a first floor, two-bedroom unit was available. In this letter Ms. Boyd also requested a reasonable accommodation to affix a decal, sticker, or sign on her upstairs window to alert fire or police personnel that she was a person with a disability in the event of an emergency. Douglas did not respond.

44. On February 12, 2010, Ms. Boyd provided Defendant Douglas with another letter that detailed that her dog was a service animal. Ms. Boyd once again provided Douglas with a copy of her dog's tag and certification documents detailing that her dog was trained to assist persons with epilepsy.

45. In April 2010, in the leasing office, Defendant Douglas told Ms. Boyd to make a cash deposit for Douglas to hold a first floor unit. Ms. Boyd wrote a \$641 check which included her regular monthly rent of \$341 and a \$300 deposit. Douglas instructed Ms. Boyd to tear up this check and pay the deposit portion in

cash. Ms. Boyd left the office to get the cash and returned with the \$300 in cash for the deposit as requested by Douglas. At that time, Douglas told Ms. Boyd that she was “stupid,” “could not count money,” and was too “handicapped” and that Douglas wanted to watch Ms. Boyd count the money and write the check for her rent. In May, June, and July 2010, Ms. Boyd paid Defendant Douglas two \$300 cash payments and one \$200 cash payment to secure a first floor unit.

46. On July 10, 2010, Ms. Boyd wrote to Defendant Douglas stating that, “I have given you almost over \$800.00 extra for a downstairs apt- have not received one.” Douglas did not respond.

47. On July 12, 2010, Defendant Douglas received a letter from Ms. Boyd which stated, “I asked for a downstairs apt. because I have a seizure disorder. 5 times you have ignored me and in my unit alone there have been 3 units available and I was not able to have one of those (but one of your friends has one).” Douglas acknowledged receipt of the letter on July 12, 2010. Douglas responded on July 13, 2010, and stated, “I have also searched my records and do not find a previous request for a ground floor unit but as soon as one becomes available I will notify you.”

48. On July 14, 2010, Ms. Boyd emailed Defendant Douglas about the cash payments she had made to secure a first floor unit. In the email she told Douglas that she would report Douglas for discriminating against her because of her disability. Defendant Douglas replied in an email but did not address the cash

payments or the discrimination claim.

49. In late July 2010, Ms. Boyd sent a second email to Defendant Douglas about the cash payments. Douglas did not respond. Thereafter, Ms. Boyd ceased making cash payments as a deposit for a first floor unit because Douglas had not given her a first floor unit.

50. In September 2010, Defendant Prentice told Ms. Boyd that there was nothing in her file regarding her service dog and she would have to pay a pet deposit for her dog. On or about October 7, 2010, Ms. Boyd's physician responded on her behalf in a letter stating that, "She has a service dog trained to assist her and to summon help if the patient has a seizure. It is recommended that she be allowed to have this dog with her at all times and, in fact it is a necessity."

51. On September 15, 2010, Ms. Boyd wrote a letter to Morgan Trace, again requesting to post a decal, sticker or sign on the window of her unit to alert emergency personnel that she was a person with a disability. Defendants Douglas and Prentice told her the rules did not permit what she was requesting, and denied her request.

52. On September 15, 2010, Ms. Boyd wrote a letter to Morgan Trace Apartments and made yet another request to transfer to a first floor apartment. Again, neither Defendant Douglas nor Defendant Prentice replied to her request.

53. On July 29, 2011, Ms. Boyd's doctor once again verified her disability-related need for the accommodation of a first floor unit by letter. Moreover, HUD sent Nathan Friedlander ("Defendants' Attorney") this documentation. Ms. Boyd was not transferred to a first floor unit.

Discriminatory Statements and Sexual Harassment Allegations

54. Early in her tenancy, Ms. Boyd was subjected to numerous demeaning and derogatory statements because of her disability. As early as December 5, 2008, Ms. Boyd asked Defendant Douglas to ensure that Defendant Grinstead refrain from referring to her as "crazy" and a "screwhead."

55. In 2008, Ms. Boyd made several complaints to Defendants Douglas and Prentice that Defendant Grinstead was requesting sex for maintenance repairs and then ripping up her work orders when she did not accede to his requests. In one letter to Defendant Douglas, Ms. Boyd stated that Defendant Grinstead had told her that the only way he would fix anything else in her apartment would be if he "F**ked" her at least three times. In this letter, Ms. Boyd asked that Defendant Grinstead be accompanied by another staff member any time he entered her apartment.

56. On April 10, 2010, Defendant Douglas told Ms. Boyd she was "stupid." Douglas also told Ms. Boyd she wanted to watch her count the cash because Ms. Boyd "could not count money."

57. In September 2010, Ms. Boyd heard Defendant Grinstead tell another tenant that Ms. Boyd had “screws” in her head. Defendants Douglas and Grinstead referred to Ms. Boyd as “crazy” in the presence of other tenants. Because of these remarks, other tenants also referred to Ms. Boyd as “crazy” and “screwhead.”

58. In August 2010, after Defendant Grinstead returned as the maintenance technician at the subject property, Ms. Boyd went to the leasing office and complained to Defendants Douglas and Prentice that during his prior tenure of employment as a maintenance technician at the subject property, Grinstead had demanded that she have sex with him if she wanted repairs made in her apartment. Douglas and Prentice told Ms. Boyd she was “crazy.” Douglas also told Ms. Boyd she was “too crazy” for Grinstead to have sex with her.

59. In June 2010, Ms. Boyd complained to Douglas and Prentice that the ceiling in her unit was bubbling. In August 2010, when Ms. Boyd again informed Defendant Prentice in Defendant Douglas’ presence that her ceiling was bubbling, Douglas told her that she was “crazy.” Neither Douglas nor Prentice took action to repair the ceiling. The ceiling in Ms. Boyd’s unit collapsed later in August 2010 from a chronic leak in the roof of the apartment building, which had not been maintained.

60. In the summer or fall of 2010, after Defendant Grinstead had returned to Morgan Trace Apartments, in response to Ms. Boyd’s request for repair of a hole

in her kitchen wall, Defendant Grinstead told her that he would not fix anything in her apartment unless she had sex with him. On August 4, 2010, Ms. Boyd sent an email to Defendant Multifamily Management, Inc.'s, Area Manager Kelley Anderson ("Anderson") regarding Defendant Grinstead's sexual demands. Ms. Boyd also complained to Defendant Prentice about Grinstead's ongoing sexual advances in exchange for unit repairs. On August 11, 2010, Ms. Boyd sent an email to Area Manager Anderson and told him about Defendant Grinstead's sexual demands and her need for a first-floor unit due to her disability. She also informed Anderson about the cash deposits made to Defendant Douglas. She tried to meet with Anderson to discuss her complaints, but he refused to meet with her.

61. On September 22, 2010, Ms. Boyd sent a written complaint to Defendant Prentice in which she alleged that Defendant Grinstead had threatened both her and her service dog. Prentice took no action in response to Ms. Boyd's written complaint about the threat.

62. On October 20, 2010, a female tenant with a disability filed an incident report with Defendant Prentice alleging that Defendant Grinstead "popped" her on the buttocks with a rubber band. In response, Prentice sent her a 14-day notice to vacate. The notice was later rescinded, after the tenant contacted Defendant Multifamily Management, Inc.'s, area office. Prentice completed an incident report regarding what the tenant reported to him.

Retaliation

63. On September 27, 2010, Ms. Boyd filed her fair housing complaint with HUD. Service of the complaint was perfected on Defendants Multifamily Management, Inc., Douglas, Prentice and Grinstead on October 1, 2010.

64. Within hours of receiving notice of the HUD Complaint on October 1, 2010, between 1:00 p.m. and 3:00 p.m., Defendant Prentice hand-delivered a 14-day notice to vacate to Ms. Boyd. The notice stated that Ms. Boyd was in material noncompliance with the terms of her rental agreement for repeated actions and conduct which disrupted the livability of the complex.

65. On October 1, 2010, after receiving the retaliatory notice to vacate, Ms. Boyd asked Defendant Prentice the reason for the notice to vacate. He stated that she had filed too many complaints against the property.

66. On November 30, 2010, Defendants' attorney held a pre-termination meeting with Ms. Boyd. The transcript of the November 30 meeting records Defendants' attorney as stating:

There have been some complaints to the Fair Housing [sic] that are made by you. And to the extent that those are not valid and I'm not saying whether they are or they're not, but to the extent that those are not, that is also adversely affecting the complex, and the complex and the property has to divert assets to defending frivolous accusations to the extent that they are frivolous, that obviously disrupts the ability to manage the complex.

67. In a letter dated January 19, 2011, Defendants' attorney sent a letter to Ms. Boyd indicating that her "pattern of complaints, instigation of frivolous and meritless civil and administrative proceedings, coupled with the matters which were raised in the original notice of your termination," resulted in the decision to terminate her tenancy.

68. Pursuant to requests from HUD, Defendants postponed the eviction proceeding pending HUD's investigation.

69. On March 24, 2011, Defendants' attorney sent a letter to HUD stating that based on statements by Douglas, the reason that Ms. Boyd's prior requests for a unit transfer were not honored "appear[ed]" to be a consequence of "an administrative oversight" by Douglas.

70. In July 2011, Ms. Boyd again reported that the ceiling in her dining room was leaking.

71. On July 17, 2011, when the ceiling in Ms. Boyd's dining room caved in due to water leakage, the water and plaster caused damage to Ms. Boyd's unit and personal property. Ms. Boyd's son asked Prentice about transferring his mother to an available first floor, two bedroom unit. Although a first floor, two-bedroom unit was available, Prentice said that on the advice of counsel he could not discuss it with Ms. Boyd's son. Ms. Boyd was not transferred to the available first floor, two-bedroom unit.

72. On July 21, 2011, in response to the ceiling collapse, Defendant Prentice told Ms. Boyd she could move out of the complex, move to an upstairs unit in another building, or be moved to another second floor unit across from her current unit at management's expense. Ms. Boyd was given 48 hours to decide. Ms. Boyd was not offered a transfer to a first floor unit.

73. On July 23, 2011, management of the apartment complex on the direction of Defendant Prentice hired a moving company to move Ms. Boyd to another second floor apartment that needed repairs. Ms. Boyd's personal property was damaged by the moving company during the move.

74. Ms. Boyd was not reimbursed by Defendants for her damaged property or her veterinary bills, which resulted from her dog's ingestion of ceiling plaster.

75. On July 28, 2011, Defendants' attorney told the HUD investigator that a downstairs unit had been recently available but it was rented to someone else because Ms. Boyd failed to provide him with documentation of her disability as he had requested. Defendants' attorney also stated that Ms. Boyd appeared to be getting along fine for the past three years in an upstairs apartment.

76. On July 29, 2011, Ms. Boyd's doctor once again verified her disability-related need for the accommodation of a first floor unit by letter. HUD sent Defendants' attorney this documentation; however, Ms. Boyd still was not transferred to a first floor unit.

77. On September 1, 2011, the HUD investigator was informed that Ms. Boyd's prior apartment, Unit 26, had been condemned due to black mold.

78. On September 30, 2011, Ms. Boyd vacated the subject property because of Defendants' discriminatory actions, as described above.

FAIR HOUSING ACT VIOLATIONS

79. The Defendants, through the actions referred to above, have:

a. Discriminated against Ms. Boyd in the rental, or otherwise made unavailable or denied, a dwelling to her because of her disabilities, in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(1);

b. Discriminated against Ms. Boyd in the terms, conditions, or privileges of rental of a dwelling or in the provision of services or facilities in connection with a dwelling, because of her disabilities, in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(2);

c. Refused to make reasonable accommodations in their rules, policies, practices or services, when such accommodations were necessary to afford Ms. Boyd equal opportunity to use and enjoy her dwelling, in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B);

d. Coerced, intimidated, threatened, interfered with and retaliated against Ms. Boyd in violation of 42 U.S.C. § 3617 when they served Ms. Boyd with a notice to vacate within hours of receiving service of her fair housing complaint;

e. Subjected Ms. Boyd to sexual harassment and harassment based on her disabilities, in violation of 42 U.S.C. § 3604(b); and

f. Made discriminatory statements about Ms. Boyd, in violation of 42 U.S.C. § 3604(c).

80. Cynthia Boyd is an aggrieved person, as defined in 42 U.S.C. § 3602(i), and has suffered damages as a result of the Defendants' discriminatory conduct as described above.

81. The discriminatory actions of the Defendants were intentional, willful, and taken in disregard of Ms. Boyd's federally protected rights.

PRAYER FOR RELIEF

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

1. Declares that the discriminatory housing practices of Defendants, as set forth above, violate 42 §§ 3604(b), (c), (f)(1)(A), (f)(2)(A), (f)(3)(B) and § 3617 of the Fair Housing Act.
2. Enjoins Defendants, their agents, employees, and successors, and all other persons in active concert or participation with any of them, from:
 - a. discriminating because of disability or sex in any aspect of the rental of a dwelling;
 - b. failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any discriminatory conduct in

the future and to eliminate, to the extent practicable, the effects of the Defendants' discriminatory conduct; and

c. failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, Ms. Boyd to the position she would have been in but for the discriminatory conduct.

3. Awards monetary damages to Cynthia Boyd pursuant to the Act, 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1).
4. The United States further prays for such other relief as the interests of justice may require.

THE UNITED STATES DEMANDS TRIAL BY JURY.

Respectfully submitted,

KENYEN R. BROWN
UNITED STATES ATTORNEY

Dated: October 30, 2013.

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