

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, Inc.,  
JUSTIN CARTER, and LISA DARDEN,

Plaintiffs,

v.

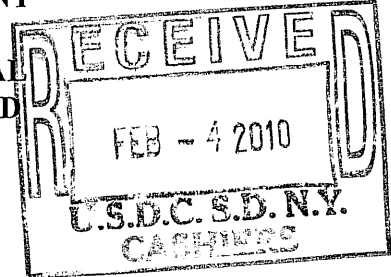
SILVER BEACH GARDENS CORPORATION,  
EDGEWATER PARK OWNERS  
COOPERATIVE, Inc., and AMELIA LEWIS  
d/b/a AMELIA LEWIS REAL ESTATE,

Defendants.

10 CV (ECF) 912  
Civ. \_\_\_\_\_

COMPLAINT

JURY TRIAL  
DEMANDED



Plaintiffs, Fair Housing Justice Center, Inc., Justin Carter, and Lisa Darden (“the Plaintiffs”), by their attorneys, Emery Celli Brinckerhoff & Abady LLP, for their Complaint against Defendants Silver Beach Gardens Corporation, Edgewater Park Owners Cooperative, Inc., Silver Beach Gardens Corporation, and Amelia Lewis d/b/a Amelia Lewis Real Estate allege as follows:

**INTRODUCTION**

1. Silver Beach Gardens and Edgewater Park (the Co-ops) are a throwback of the very worst kind – two racially segregated enclaves with over 1100 single-family homes occupied almost exclusively by white residents who evidently wish to keep it that way.

2. The Co-Ops, in conjunction with a real estate broker who has worked on their behalf for nearly half a century, together ensure that their communities stay white by effectively barring people of color through a policy that is “strictly enforced” only for minorities, while it is effectively waived for white applicants. In particular, an investigation by Plaintiff Fair Housing Justice Center, Inc. found that although the Co-Ops purport to “require” three

references from existing Co-Op shareholders for applying purchasers, this “requirement” is not truly applied to whites, who are told that a seller or the seller’s friends – whom the applicants do not otherwise know – can provide the “references.”

3. In stark contrast, African-American testers – Plaintiffs Justin Carter, and Lisa Darden – were told of the strict reference policy, never even offered the opportunity to view available properties, and steered away from the communities because there are very few people of “any kind of...ethnic color” living at the Co-ops. Indeed, the real estate broker representing the Co-Ops openly reported that the current residents are “kind of prejudiced,” the Co-ops are like “Archie Bunker territory,” and that most of the people living in the Co-ops are “related or friends.”

4. Such an exclusive, invidious environment cannot be permitted in New York City in 2010. The Fair Housing Justice Center, Ms. Darden, and Mr. Carter seek damages and injunctive relief for defendants’ blatant violations of their rights under federal, state and City law, and an end to this discriminatory behavior.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1343, 28 U.S.C. § 2201 and 42 U.S.C. § 3613. This Court has supplemental jurisdiction over the New York state law and New York city law claims pursuant to 28 U.S.C. § 1367.

6. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because each Defendant maintains an office and conducts business in the district. In addition, Defendant Lewis resides within the district in Westchester County.

### **THE PARTIES**

7. FHJC is a non-profit organization incorporated in the State of New York and based in New York City. FHJC is dedicated to ensuring that all people have equal access to

housing opportunities in the New York City region by eliminating housing discrimination and creating open and inclusive communities. FHJC expended staff time and other resources to investigate and respond to the Defendants' discriminatory housing policies and practices which diverted resources away from other FHJC activities. Furthermore, the Defendants' discriminatory housing policies and practices frustrated the FHJC's mission to ensure that all people have equal access to housing opportunities in the New York City region by, among other things, making housing unavailable because of race and color.

8. Justin Carter is an African American man who is a citizen of the United States and resides in New York, New York. During all relevant times, Mr. Carter was employed as a tester by the FHJC. During September 2009, Mr. Carter met with Defendant Amelia Lewis to inquire about the availability of homes to purchase at the Co-ops.

9. Lisa Darden is an African American woman who is a citizen of the United States and resides in New York, New York. During all relevant times, Ms. Darden was employed as a tester by the FHJC. During September 2009, Ms. Darden met with Defendant Lewis to inquire about the availability of homes to purchase at the Co-ops.

10. Upon information and belief, Defendant Silver Beach Gardens Corporation ("Silver Beach Gardens") is located at 1 Plaza Place, Bronx, New York; is incorporated in the State of New York; and is a cooperative that owns the land upon which the dwellings at issue in this action are located. Upon information and belief, Defendant Silver Beach Gardens is responsible for establishing and enforcing the rules of ownership, tenancy, and occupancy for Silver Beach Gardens' shareholders.

11. Upon information and belief, Defendant Edgewater Park Owners Cooperative, Inc. ("Edgewater Park") is located at 1 Centre Edgewater Park, Bronx, New York; is incorporated in the State of New York; and is a cooperative that owns the land upon which the

dwellings at issue in this action are located. Upon information and belief, Defendant Edgewater Park is responsible for establishing and enforcing the rules of ownership, tenancy, and occupancy for Edgewater Park's shareholders.

12. Upon information and belief, Amelia Lewis is a white woman who is a real estate broker licensed by the State of New York and conducting business as Amelia Lewis Real Estate at 3699 East Tremont Avenue, Bronx, New York. Upon information and belief, Defendant Lewis is a resident of Westchester County. Upon information and belief, Defendant Lewis has been selling homes located at the Co-ops as her primary real estate business for approximately forty-five years and has previously resided at different times in each of the Co-ops.

13. Upon information and belief, at all times relevant hereto, Defendants acted in concert and with knowledge, approval, and awareness of each other's actions.

### **BACKGROUND**

#### **Demographic Data**

14. According to the 2000 Census, approximately 20% of the housing units in the Bronx are owner-occupied, including cooperative units, and approximately 80% of the housing units are renter occupied. Approximately 35% of the owner-occupied housing units in the Bronx are occupied by African American households, according to the 2000 Census.

15. Upon information and belief, less than 1% of the owner-occupied households in the Co-ops were occupied by African Americans as of 2000.

16. Upon information and belief, the present racial occupancy by household at the Co-ops is not materially different from 2000.

**Fair Housing Justice Center, Inc.**

17. Among other things, FHJC: a) provides information to the public and other nonprofit organizations in the New York City regional area about fair housing laws; b) provides intake counseling to individuals and organizations with allegations of housing discrimination; c) conducts testing and other investigations of allegations of housing discrimination; d) makes legal referrals to cooperating attorneys; e) assists with the preparation and filing of administrative housing discrimination complaints; and f) provides post-referral litigation support services. FHJC provides these services free of charge and without regard to income.

18. FHJC also conducts testing investigations for government law enforcement agencies, provides technical assistance to nonprofit organizations engaging in fair housing enforcement activities, and engages in policy initiatives that further FHJC's mission, including the publication and dissemination of reports and educational materials.

19. FHJC employs individuals as “testers”— persons who pose as renters or homebuyers for the purpose of obtaining information about the conduct of landlords, real estate brokers, cooperative and condominium boards, lenders, sellers, and others to determine whether illegal housing discrimination is taking place. During all times relevant to this Complaint, Plaintiffs Carter and Darden, as well as the white testers who inquired about homes for sale at the Co-ops were employed as testers by FHJC.

20. Prior to participating in the testing investigation regarding the Co-ops, Plaintiffs Carter and Darden, as well as the white testers, received training from FHJC, which included instructions on conducting a test, preparing tester report forms, and using concealed digital audio recorders during tests.

21. FHJC, through two of its African American employees, was provided untruthful information by Defendant Lewis about homes available for sale and for inspection at the Co-ops based on race or color in violation of local, state, and federal fair housing laws.

**FHJC TESTING INVESTIGATION: August – October 2009**

22. A news article published on August 2, 2009 about the Co-ops stated that “Neither place is open to just anyone, either. Potential homeowners are required to submit letters of recommendation from three current residents.” The article also reported that the Co-ops each have one main entrance and have closed off other streets into the surrounding communities.

**September 18, 2009**

23. On September 18, 2009, at noon, a white female tester posing as a married woman with no children, who did not know any of the current shareholders at the Co-ops, met with Defendant Lewis at her office on Tremont Avenue to inquire about homes for sale at the Co-ops.

24. When the white tester arrived at Defendant Lewis’ office, she was told that Defendant Lewis’ husband would show the tester five houses in Edgewater Park and one house in Silver Beach, all at prices below \$300,000. Defendant Lewis explained the minimum down payment, common fees, and taxes, as well as the availability of a first-time homebuyer rebate to the white tester. Defendant Lewis also stated that she could recommend several lawyers who were familiar with handling purchases in the Co-ops to help move things along faster. Then Defendant Lewis asked the white tester if she knew anyone in the Co-ops. The tester said she did not. Defendant Lewis replied by saying that the tester did not need to know anyone, and that Defendant Lewis was sure she could get references for the tester. Defendant Lewis also explained that the seller was allowed to recommend people to provide references to a prospective buyer.

25. On September 18, 2009, Defendant Lewis told the white tester that she raised all three of her children in Edgewater Park and that the Co-ops were “very nice...mostly ethnic Irish, German, Italian...there’s some Puerto Rican, not many.” Defendant Lewis also said that there were many families with several generations living in the Co-ops and stated to the white tester “they would love you, I can tell.”

26. On September 18, 2009, Defendant Lewis’ husband showed the white tester eight homes in Edgewater Park, and one home in Silver Beach Gardens, available for sale. In addition, Defendant Lewis’ husband showed the white tester various amenities at the Co-ops including, but not limited to, a meeting house, recreational park, beach front, guarded entrance, deli, diner, and parking lot.

27. When the white tester returned to Defendant Lewis’ office after seeing homes in the Co-ops, she asked if she needed references with any offer she and her husband might make. Defendant Lewis said that she did not, and that once things were further along, Defendant Lewis would then “ask the owner of the house to please help you” with the references. Defendant Lewis stated that usually sellers at the Co-ops will do this because they want to leave and that the Co-ops know this is what happens.

#### **September 29, 2009**

28. On September 29, 2009, Plaintiffs Carter and Darden went to the office of Defendant Lewis posing as a married couple with no children who did not know any of the current shareholders at the Co-ops. In phone calls prior to the visit, Plaintiff Darden told Defendant Lewis that she and her husband were looking for a co-op in Silver Beach Gardens for up to \$300,000. Defendant Lewis told Plaintiff Darden during a phone call that she had one home available for \$250,000 in Silver Beach Gardens.

29. Upon meeting Plaintiffs Carter and Darden on September 29, 2009.

Defendant Lewis told them nearly immediately that they “have to know three people who live there.” Plaintiff Darden said that she and Plaintiff Carter did not know anyone who lived at Silver Beach Gardens. In reply, Defendant Lewis stated that “there’s no way you’re going to get in there.” Defendant Lewis said she didn’t know “how you’re going to get in” because Defendant Lewis could not help them to get references. Defendant Lewis then restated to Plaintiffs Carter and Darden, “you really can’t do it if you don’t have three references” from people who currently live there.

30. Defendant Lewis also stated to Plaintiffs Carter and Darden that she had been selling at the Co-ops for 45 years and had lived at Edgewater Park. When Plaintiff Carter mentioned that he and Plaintiff Darden had read about the Co-ops in the newspaper article, and that they seemed like wonderful communities, Defendant Lewis stated “but it’s not wonderful for everybody.” Defendant Lewis went on to say that “it’s just...it’s mostly Irish...and mostly Italian...very few people of any kind of, you know, ethnic color.” Defendant also stated that “they’re very...kind of prejudice” and that Plaintiff Carter and Darden “wouldn’t be happy there.” Defendant Lewis noted that “it’s like Archie Bunker territory.”

31. Defendant Lewis also told Plaintiffs Carter and Darden that 15-20 years ago when “people of color” bought a house just outside of Edgewater Park, a cross was burned on their lawn. Defendant Lewis told Plaintiffs Carter and Darden that most of the people living in the Co-ops are related or friends and that “that’s the way it’s been since it started.” Defendant Lewis also stated that she had once “gotten some Spanish in, but they were kinda light, you know” and they had references.

32. On September 29, 2009, Defendant Lewis refused to show Plaintiffs Carter and Darden any homes in the Co-ops. Instead Defendant Lewis instructed her husband

to show them a home on Calhoun Avenue in a racially mixed area of the Bronx, which according to Defendant Lewis was “two blocks from the projects.” Defendant also told Plaintiffs Carter and Darden that the home “needs some work” and was priced at \$324,000 - above the price Plaintiffs Carter and Darden had told Defendant Lewis they were interested in paying. Defendant Lewis told Plaintiffs Carter and Darden that a previous offer of \$285,000, within the testers’ price range, had been rejected by the Calhoun Avenue owners.

33. At the end of their meeting on September 29, 2009, Plaintiffs Darden and Carter told Defendant Lewis that they wanted to see the co-op they had first inquired about. Defendant Lewis effectively refused, telling them to look at the Calhoun Avenue house outside the Co-ops, and if they didn’t like it, they could go to other brokers, because she did not deal much with homes outside the Co-ops.

**October 2, 2009**

34. On October 2, 2009, the same white female tester who had spoken with Defendant Lewis on September 18 and had been shown houses in the Co-ops, returned with a white male tester posing as her husband. They met with Defendant Lewis at her office to discuss making an offer to purchase a home in Silver Beach Gardens. When they arrived, the testers met Defendant Lewis’ adult son who said he lived in Silver Beach Gardens. He told the testers that they would like living there and explained that

you own the land together so there’s a lot of discretion over the people that come in which is negative and positive, the negative is it gets a little hard to get in, but once you’re in, they watch, they do financial searches on people, criminal searches on people, so once you’re in, they make sure that really undesirable people that are nightmares don’t come in.

35. On October 2, 2009, at the direction of Defendant Lewis, Lewis’s husband showed the white testers the same home for sale on Poplar Place in Silver Beach Gardens that the white female tester had previously been shown on September 18, 2009. Three

days earlier, on September 29, 2009, Plaintiffs Carter and Darden inquired about a home for sale in Silver Beach Gardens, but were not shown any by Defendant Lewis or her husband.

36. As they were leaving the house on Poplar, the white testers met a white man named George who said he was a neighbor and asked if they were thinking about moving in. He told them he had lived in Silver Beach Gardens for eighteen years. The man named George also told the white testers that Silver Beach Gardens was a nice place to live and that the owners “like to keep to ourselves about it.”

37. The white testers then returned to Defendant Lewis’ office and met with her to discuss purchasing the house on Poplar. The white male tester asked Defendant Lewis about obtaining three reference letters, and Defendant Lewis stated that she would ask the owner of the house if he had any friends that would do it. Defendant Lewis explained that the owner had grown up in the house and no longer lived in Silver Beach Gardens, but Defendant Lewis was “sure he [the owner] can recommend some people.” After further discussion of the process for making an offer and obtaining a mortgage, the white female tester said she was concerned about obtaining the three references. Defendant Lewis stated that she would help the white testers get the references by talking to the owner and reiterated that the owner knew people at Silver Beach Gardens because he had grown up there. Defendant Lewis further explained that the owner did not have to personally meet the testers in order to be one of their references. Defendant Lewis restated that the asking price for the house on Poplar was \$250,000.

38. Even though Defendant Lewis knew the white testers did not know any current shareholders at Silver Beach Gardens, she encouraged them to make an offer when she met with them on October 2, 2009. In contrast, three days earlier, Defendant Lewis discouraged Plaintiffs Carter and Darden from making an offer and refused to show them any houses in the Co-ops, citing the reference requirement as an immediate barrier.

**October 5, 2009**

39. On October 5, 2009, the same white female tester and white male tester posing as her husband went to the business office of Defendant Silver Beach Gardens at 1 Plaza Place. They first met with a white man named Jack and then with a white woman named Marilyn. The testers asked both Jack and Marilyn about the process for buying a home at Silver Beach Gardens. During this conversation, the white female tester told Jack that she and her tester husband had a question about needing three letters of recommendation, because they were new to the area and did not know anyone. The white female tester said that she had been told by Defendant Lewis that this would not be a problem and that the seller could be one of the references. Jack replied by stating “don’t tell me that...I don’t want to know that.” Jack then asked Marilyn to talk to the testers. The white female tester told the woman named Marilyn that she and her tester husband were new to the area, but that Amelia Lewis had told them it shouldn’t be a problem that they did not know anyone. At this point in the conversation, Marilyn shook her head and said “don’t tell me... you have to have three references; that is our rule.” Marilyn then indicated that it was up to Defendant Lewis if she wanted to do anything. When the white female tester said that Defendant Lewis had offered to help with the references, both Jack and Marilyn shook their heads no and Marilyn stated “we shouldn’t...you need the three letters, but what I don’t know, can’t hurt me.”

40. After learning that the white testers did not know any Silver Beach Gardens shareholders, Jack and Marilyn continued to provide the white testers with information about how to purchase a home -- including how to obtain an application package, setting up a meeting with the Community Affairs Committee of Defendant Silver Beach Gardens for an interview, submitting required documents regarding taxes and income, and joining the Silver Beach Gardens Association, which they explained hosts social events throughout the year. At no

point after learning that the white testers did not know any current Silver Beach Gardens shareholder, did either Jack or Marilyn discourage them from buying a home at Silver Beach Gardens.

41. The allegations set forth above show that Defendants intentionally seek to exclude minorities from the Co-ops and thus are intentionally discriminating on the basis of race and color.

42. Upon information and belief, the Co-ops' policy of requiring prospective shareholders to obtain three letters of recommendation from current shareholders as a condition to purchase a dwelling at the Co-ops is not applied similarly to white prospective buyers as it is to African American prospective buyers. For example, prospective white purchasers may use the seller as one personal reference even if the purchaser and seller have not previously known each other. In addition, other cooperative shareholders may serve as references at the request of the seller or real estate agent, even if the white purchaser has not previously personally known any of them. Upon information and belief, the Defendants do not make this exception to the policy for prospective African American buyers or shareholders.

43. Upon information and belief, the Co-ops' policy of requiring prospective shareholders to obtain three letters of recommendation from current shareholders as a condition to purchase a dwelling at the Co-ops has a disparate impact on African Americans because of race or color. Upon information and belief, this policy has resulted in virtually no African American shareholders or residents at either of the Co-ops.

44. By reason of the foregoing, Plaintiff Fair Housing Justice Center has suffered injury in the form of a diversion of its resources and frustration of its mission, including staff time expended to respond to the Defendants' discriminatory conduct.

45. By reason of the foregoing, Plaintiffs Carter and Darden have suffered a loss of civil rights and other damages including emotional distress, humiliation, and embarrassment.

**CLAIMS AGAINST DEFENDANT LEWIS**

**Civil Rights Act of 1866**  
(42 U.S.C. § 1982)

46. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

47. The Civil Rights Act of 1866, Section 1982, provides in relevant part, “[a]ll citizens of the United States shall have the same right...as is enjoyed by white citizens thereof to...purchase, lease, sell, hold and convey real...property.” By engaging in the foregoing discriminatory conduct, Defendant Lewis has violated the Civil Rights Act of 1866, Section 1982.

48. Plaintiffs have been injured by Defendant Lewis’ discriminatory conduct and have suffered damages as a result.

49. Defendant Lewis’ conduct was intentional, willful, and made in disregard for the rights of others.

**Fair Housing Act**  
(42 U.S.C. § 3601 *et seq.*)

50. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

51. Defendant Lewis’ conduct, as described above, constitutes representations made because of race or color that a dwelling is not available for inspection or sale when such dwelling was in fact so available, in violation of Section 804(d) of the Fair Housing Act, 42 U.S.C. § 3604(d).

52. Defendant Lewis' conduct, as described above, constitutes discrimination against any person in the terms, conditions, or privileges of sale of a dwelling because of race or color, in violation of Section 804(b) of the Fair Housing Act, 42 U.S.C. § 3604(b).

53. Defendant Lewis' conduct, as described above, constitutes making statements with respect to the sale of a dwelling that indicate a preference, limitation or discrimination based on race or color or an intention to make such preference, limitation or discrimination in violation of Section 3604(c) of the Fair Housing Act, 42 U.S.C. §3604(c).

54. Plaintiffs FHJC, Carter, and Darden are aggrieved persons as defined in 42 U.S.C. § 3602(i), have been injured by the Defendants' discriminatory conduct, and have suffered damages as a result.

55. Defendant Lewis' conduct was intentional, willful, and made in disregard for the rights of others.

56. Accordingly, under 42 U.S.C. § 3613(c), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

**New York State Human Rights Law**  
(New York Executive Law § 290 et seq.)

57. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

58. Defendant Lewis' conduct as described above constitutes a refusal to sell a housing accommodation, the denial of a housing accommodation, the withholding of a housing accommodation, and the representation that a housing accommodation is not available for inspection or sale when in fact it is so available, because of race or color, in violation of Article 15 of the New York Executive Law § 296(5)(c)(1).

59. Defendant Lewis' conduct as described above constitutes discrimination in the terms, condition, or privileges of the sale of a housing accommodation because of race or color, in violation of Article 15 of the New York Executive Law, § 296(5)(c)(2).

60. Defendant Lewis' conduct as described above constitutes the making of an inquiry in connection with the prospective purchase of a housing accommodation which expresses, directly or indirectly, a limitation, specification, or discrimination as to race or color in violation of Article 15 of the New York Executive Law §295(5)(c)(3).

61. Defendant Lewis' conduct as set forth above constitutes aiding or abetting the doing of any of the acts forbidden by New York Executive Law § 296(5), in violation of Article 15 of the New York Executive Law § 296(6).

62. Plaintiffs have been injured by Defendant Lewis' discriminatory conduct and have suffered damages as a result.

63. Defendant Lewis' conduct was intentional, willful, and made in disregard for the rights of others.

64. Accordingly, under Article 15 of the New York Executive Law § 297, Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

**New York State Civil Rights Law**  
(New York Executive Law § 40-c)

65. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

66. New York Civil Rights Law § 40-c provides in relevant part, "No person shall because of . . . race . . . be subjected to any discrimination in his or her civil rights, . . .by any other person or by any firm, corporation or institution."

67. By engaging in the foregoing discriminatory conduct, Defendant Lewis has violated New York Civil Rights Law § 40-c.

68. Plaintiffs have been injured by Defendant Lewis' discriminatory conduct and have suffered damages as a result.

69. Defendant Lewis' conduct was intentional, willful, and made in disregard for the rights of others.

70. At or before the commencement of this action, Plaintiffs provided notice of this action to the Attorney General of the State of New York per New York Civil Rights Law § 40-d.

**New York City Human Rights Law**  
(New York Admin. Code, § 8-107 *et seq*).

71. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

72. Defendant Lewis' conduct as described above constitutes an unlawful discriminatory practice to refuse to sell, refuse to approve the sale, or otherwise withhold a housing accommodation because of race or color, in violation of New York Administrative Code, § 8-107(5)(c)(1).

73. Defendant Lewis' conduct as described above constitutes declaring a statement, and making an inquiry in connection with the prospective purchase of a housing accommodation, that expresses, directly or indirectly, a limitation, specification, or discrimination as to race or color in violation of New York Administrative Code, §8-107(5)(c)(2).

74. Defendant Lewis' conduct as set forth above constitutes aiding and abetting the doing of any of the acts forbidden by New York Administrative Code § 8-107, in violation of the New York Administrative Code § 8-107(6).

75. Plaintiffs have been injured by Defendant Lewis' discriminatory conduct and have suffered damages as a result.

76. Defendant Lewis' conduct was intentional, willful, and made in disregard for the rights of others.

77. Accordingly, under the New York Administrative Code §8-502(a) and (f), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

78. Plaintiffs have served a copy of the complaint upon the City Commission on Human Rights and Corporation Counsel, pursuant to the New York City Administrative Code § 8-502(c).

**CLAIMS AGAINST SILVER BEACH GARDENS CORPORATION and  
EDGEWATER PARK OWNERS COOPERATIVE, INC.**

**Civil Rights Act of 1866**  
(42 U.S.C. § 1982)

79. Plaintiff FHJC repeats and realleges the foregoing paragraphs of its complaint as though fully set forth herein.

80. The Civil Rights Act of 1866, Section 1982, provides in relevant part, “[a]ll citizens of the United States shall have the same right...as is enjoyed by white citizens thereof to...purchase, lease, sell, hold and convey real...property.” By engaging in the foregoing discriminatory conduct, Defendants Silver Beach Gardens and Edgewater Park have violated the Civil Rights Act of 1866, Section 1982.

81. Plaintiff FHJC has been injured by Defendants Silver Beach Gardens and Edgewater Park's discriminatory conduct and has suffered damages as a result.

82. Defendants Silver Beach Gardens and Edgewater Park's conduct was intentional, willful, and made in disregard for the rights of others.

**Fair Housing Act**  
(42 U.S.C. § 3601 *et seq.*)

83. Plaintiff FHJC repeats and realleges the foregoing paragraphs of its complaint as though fully set forth herein.

84. Defendants Silver Beach Gardens and Edgewater Park's conduct, as described above, constitutes otherwise making unavailable or denying a dwelling to any person because of race or color in violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a).

85. Defendants Silver Beach Gardens and Edgewater Park's conduct, as described above, constitutes discrimination against any person in the terms, conditions, or privileges of sale or lease of a dwelling because of race or color, in violation of Section 804(b) of the Fair Housing Act, 42 U.S.C. § 3604(b).

86. Plaintiff FHJC is an aggrieved person as defined in 42 U.S.C. § 3602(i), has been injured by Defendants Silver Beach Gardens and Edgewater Park's discriminatory conduct, and has suffered damages as a result.

87. Defendants Silver Beach Gardens and Edgewater Park's conduct was intentional, willful, and made in disregard for the rights of others.

88. Accordingly, under 42 U.S.C. § 3613(c), Plaintiff FHJC is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

**New York State Human Rights Law**  
(New York Executive Law § 290 et seq.)

89. Plaintiff FHJC repeats and realleges the foregoing paragraphs of its complaint as though fully set forth herein.

90. Defendant Silver Beach Gardens and Edgewater Park's conduct as described above constitutes a refusal to lease or sell a housing accommodation, the denial of a housing accommodation, and the withholding of a housing accommodation because of race or color, in violation of Article 15 of the New York Executive Law § 296(5)(a)(1).

91. Defendants Silver Beach Gardens and Edgewater Park's conduct as described above constitutes discrimination in the terms, conditions, or privileges of the sale or lease of a housing accommodation because of race or color, in violation of Article 15 of the New York Executive Law, § 296(5)(a)(2).

92. Defendants Silver Beach Gardens and Edgewater Park's conduct as described above constitutes the circulation of or the causing to be printed or circulated a statement or publication that expresses, directly or indirectly, a limitation, specification or discrimination as to race or color in violation of Article 15 of the New York Executive Law, § 296(5)(a)(3)

93. Plaintiff FHJC has been injured by Defendants Silver Beach Gardens and Edgewater Park's discriminatory conduct and has suffered damages as a result.

94. Defendants Silver Beach Gardens and Edgewater Park's conduct was intentional, willful, and made in disregard for the rights of others.

95. Accordingly, under Article 15 of the New York Executive Law § 297, Plaintiff FHJC is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

**New York State Civil Rights Law**  
(New York Executive Law § 40-c)

96. Plaintiff FHJC repeats and realleges the foregoing paragraphs of its complaint as though fully set forth herein.

97. New York Civil Rights Law § 40-c provides in relevant part, “No person shall because of . . . race . . . be subjected to any discrimination in his or her civil rights, . . . by any other person or by any firm, corporation or institution.”

98. By engaging in the foregoing discriminatory conduct, Defendants Silver Beach Gardens and Edgewater Park have violated New York Civil Rights Law § 40-c.

99. Plaintiff FHJC has been injured by Defendants Silver Beach Gardens and Edgewater Park’s discriminatory conduct and has suffered damages as a result.

100. Defendants Silver Beach Gardens and Edgewater Park’s conduct was intentional, willful, and made in disregard for the rights of others.

101. At or before the commencement of this action, Plaintiffs provided notice of this action to the Attorney General of the State of New York per New York Civil Rights Law § 40-d.

**New York City Human Rights Law**  
(New York Admin. Code, § 8-107 *et seq.*)

102. Plaintiff FHJC repeats and realleges the foregoing paragraphs of its complaint as though fully set forth herein.

103. Defendants Silver Beach Gardens and Edgewater Park’s conduct as described above constitutes an unlawful discriminatory practice to refuse to sell or lease, refuse to approve the sale or lease, or otherwise withhold a housing accommodation because of race or color, in violation of New York Administrative Code, § 8-107(5)(a)(1).

104. Defendants Silver Beach Gardens and Edgewater Park's conduct as described above constitutes discrimination in the terms, conditions, or privileges of the sale or lease of a housing accommodation because of race or color, in violation of New York Administrative Code, § 8-107(5)(a)(2).

105. Defendants Silver Beach Gardens and Edgewater Park's conduct as described above constitutes declaring, printing, circulating, or causing to be declared, printed or circulated a statement that expresses, directly or indirectly, a limitation, specification, or discrimination as to race or color in violation of New York Administrative Code, §8-107(5)(c)(2).

106. Plaintiff FHJC has been injured by Defendants Silver Beach Gardens and Edgewater Park's discriminatory conduct and has suffered damages as a result.

107. Defendants Silver Beach Gardens and Edgewater Park's conduct was intentional, willful, and made in disregard for the rights of others.

108. Accordingly, under the New York Administrative Code §8-502(a) and (f), Plaintiff FHJC is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

109. Plaintiffs have served a copy of the complaint upon the City Commission on Human Rights and Corporation Counsel, pursuant to the New York City Administrative Code § 8-502(c).

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment against the Defendants as follows:

- (a) Declaring that Defendants' discriminatory practices and policies violate the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.*, the New York State Human Rights Law, New York Executive Law § 290 *et seq.*, and the New York City Human Rights Law, New York Administrative Code § 8-107 *et seq.*;
- (b) Enjoining Defendants, Defendants' agents, employees, and successors, and all other persons in active concert or participation from:
  - (i) Enforcing any requirement that a prospective shareholder must obtain a minimum number of personal reference letters from current shareholders as a precondition to purchasing a home at Silver Beach Gardens and Edgewater Park .
  - (ii) Denying or withholding dwellings or otherwise making dwellings unavailable on the basis of race or color;
  - (iii) Representing to any person that a dwelling is not available for inspection, sale or lease when such dwelling is in fact so available because of race or color;
  - (iv) Discriminating in the terms, conditions, or privileges of sale or lease because of race or color;
  - (v) Making, printing or publishing any statement with respect to the sale or lease of a dwelling that indicates any preference, limitation, or discrimination on the basis of race or color;

- (vi) Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of any right granted or protected by the Fair Housing Act ; and
  - (vii): Aiding, abetting, inciting, compelling or coercing the doing of any of the acts forbidden by the New York State Human Rights Law and New York City Human Rights Law;
- (c) Requiring the Defendants to take affirmative steps to:
- (i) Adopt and publicize a policy of non-discrimination and equal opportunity in housing;
  - (ii) Provide fair housing education and training for Defendants and their officers, employees, and agents; and
  - (iii) Publicize and advertise houses available for sale at the Co-ops in a manner most likely to reach prospective buyers of color;
- (d) Awarding such damages to Plaintiff FHJC as will fully compensate for the diversion of resources and frustration of mission caused by the Defendants' unlawful practices.
- (e) Awarding such damages to Plaintiffs Carter and Darden as will fully compensate for any loss of rights, as well as for the humiliation, embarrassment, and emotional distress suffered due to Defendants' discriminatory conduct;
- (f) Awarding punitive damages to Plaintiffs;
- (g) Awarding Plaintiffs reasonable attorneys' fees, costs and expenses incurred in prosecuting this action; and
- (h) Granting Plaintiffs such other further relief as may be just and proper.

**JURY DEMAND**

Plaintiffs hereby demand a trial on the merits by jury pursuant to Fed. R. Civ. P. 38.

Dated: February 4, 2010  
New York, New York

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