

MMB

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

20-1396

|                               |   |
|-------------------------------|---|
| THE UNITED STATES OF AMERICA, | : |
|                               | : |
| Plaintiff,                    | : |
|                               | : |
| v.                            | : |
|                               | : |
| THE DORCHESTER OWNERS         | : |
| ASSOCIATION,                  | : |
|                               | : |
| Defendant.                    | : |

CIVIL ACTION NO.

COMPLAINT

The United States of America alleges as follows:

NATURE OF THE ACTION

1. The United States brings this action to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 *et seq.* (“Fair Housing Act”). This action is brought on behalf of Louise Hamburg, pursuant to 42 U.S.C. § 3612(o), and pursuant to the Attorney General’s authority under 42 U.S.C. § 3614(a).

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o) and 3614(a).

3. Venue is proper under 28 U.S.C. § 1391(b) and 42 U.S.C. § 3612(o) because the events giving rise to this action occurred in the Eastern District of Pennsylvania.

PARTIES AND PROPERTY

4. The Dorchester on Rittenhouse Square (“the Dorchester”) is a thirty-two-story condominium complex, containing roughly 450 units, located at 226 W. Rittenhouse Square, Philadelphia, Pennsylvania.

A TRUE COPY CERTIFIED FROM THE RECORD

DATED: 3-17-20

ATTEST:

DEPUTY CLERK, UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

5. The condominiums at the Dorchester are “dwellings” within the meaning of 42 U.S.C. § 3602(b).

6. Defendant, the Dorchester Owners Association (“DOA”), is the condominium association governing the Dorchester. The Dorchester Council, the governing body of DOA, is made up of at least seven members, including a council president and vice-president. DOA employs approximately forty people, including a general manager, a 24-hour front desk staff, doormen, valet service, and an in-house maintenance team.

7. Complainant Louise Hamburg is a person with a disability as defined by the Fair Housing Act, 42 U.S.C. § 3602(h). Complainant has Generalized Anxiety Disorder, a “mental or psychological disorder,” which substantially impairs her ability to care for herself, leave her home, work, travel, and interact with people.

8. Complainant Louise Hamburg has been a condominium unit owner at the Dorchester since 1999. Prior to January 2018, Ms. Hamburg had maintained primary residences elsewhere. Since January 2018, she has lived at her residence in Chicago.

### FACTUAL ALLEGATIONS

#### The DOA’s 2009 Assistance Animal Policy

9. The Dorchester has had a “no pet” policy since at least 1980.

10. In approximately February 2009, in response to reasonable accommodation requirements mandated by the Fair Housing Act and state and local fair housing laws, DOA amended its Community Rules & Regulations to include a policy for residents to request a reasonable accommodation for an “assistance animal” (“2009 Policy”). That policy remained in effect until at least late December 2017.

11. Reasonable accommodations under the Fair Housing Act can include allowing a

person with a disability to live with an assistance animal. Assistance animals under the Fair Housing Act include, but are not limited to, “service animals,” as that term is used under the Americans with Disabilities Act (“ADA”). Under the Fair Housing Act, an assistance animal can also include “emotional support animals.” The ADA defines “service animal,” almost always a dog, as an animal “individually trained to do work or perform tasks for the benefit of an individual with a disability”; conversely, emotional support animals need not be specifically trained to do work or perform tasks. 28 C.F.R. § 36.104.

12. The 2009 Policy did not distinguish between “service animals” under the ADA and emotional support animals; instead, the 2009 Policy included both under the term “assistance animals.”

13. Under the 2009 Policy, a resident with a disability was required to (1) inform DOA of his or her need for an assistance animal, (2) request a reasonable accommodation in writing using the required “Form to Request an Assistance Animal,” (“Form”) and (3) provide all documentation DOA may request.

14. Among other requirements and restrictions, the 2009 Policy imposed a number of overly burdensome restrictions on individuals seeking assistance animals that far exceed what is necessary for a landlord to evaluate a reasonable accommodation request under the Fair Housing Act. Those restrictions included, but were not limited to:

- a. An exclusion of all assistance animals—including service animals, which may be needed for persons with disabilities to access public and common areas, such as in the case of a blind individual with a guide dog—from all common areas, including, but not limited to: the lobby, passenger elevator, front entrance, management office, mail room, storage lockers, and any floor other than the one on which the

resident resides. Individuals with assistance animals, including service animals, were required to use the freight elevator and defer to anyone who objected to the close proximity of the animal for any reason by waiting for the next freight elevator—even if the individual with the assistance animal was there first;

- b. A blanket ban on visitors' assistance animals, including service animals, from coming onto the Dorchester property;
- c. A requirement that residents granted reasonable accommodations for assistance animals obtain a \$1 million insurance policy naming DOA as an additional named insured;
- d. A requirement that the requesting individual provide a certificate from a licensed animal trainer certifying that his or her assistance animal had been specifically trained to do work or perform tasks or could do work or perform tasks despite the lack of individual training, without making a distinction between service animals and other types of assistance animals that do not do work or perform tasks;
- e. A requirement that only a "treating medical doctor," and not other medical or health professionals, must verify the diagnosis of the requesting tenant;
- f. A requirement that residents provide information irrelevant to DOA's determination of the presence of their disability and disability-related need for an assistance animal, such as confidential and privileged medical or psychological information;
- g. A requirement that assistance animals meet weight, height, and breed restrictions;
- h. A requirement that residents with assistance animals provide DOA with DNA profile mapping of their animal, which may cost as much as \$200;

- i. A requirement that all assistance animals that are dogs wear a “No Bark Control Collar” or other bark-suppressant device;
- j. A requirement that residents with assistance animals pay any “reasonable fee, deposit, or other charge” DOA may establish for keeping the animal; and
- k. A requirement that residents with assistance animals agree to pay all attorney’s fees and costs that DOA “may incur in defending against any allegations that the Assistant Animal causes any damage or personal injury of any kind.”

15. In addition to imposing an unreasonable burden on residents with assistance animals, these restrictions could deter some people with disabilities from requesting a reasonable accommodation involving an assistance animal.

16. The 2009 Policy provided that violations of any of its provisions would result in increasingly costly fines, with the fourth violation resulting in the termination of the reasonable accommodation and removal of the assistance animal. The 2009 Policy also limited the remedies that could be sought if a resident were denied a request for a reasonable accommodation, including first requiring conciliation with DOA, and then, if not satisfied, requiring the resident to arbitrate any dispute with DOA exclusively through the JAMS Philadelphia Resolution Center, whose decision would be binding and non-appealable.

DOA’s Revised Assistance Animal Policy from 2018 to 2019

17. At some point between December 26, 2017, and May 25, 2018, DOA revised its Policy (“2018 Policy”), including its Form to Request an Assistance Animal (“2018 Form”).

18. The 2018 Policy included the following changes:

- a. DOA stated that it would “not require that the resident pay any fee, deposit or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal”;
- b. assistance animals still had to use the freight elevators, but the deferral to other persons who objected to the close proximity of the assistance animal “due to health reasons” (not any reason) only applied when the person objecting was already in the elevator or was first in line waiting to use the elevator;
- c. assistance animals were not allowed to bark continuously or incessantly for 10 minutes or intermittently for 30 minutes, but were no longer required to wear a bark-suppressant device; and
- d. visitors’ “qualified ADA service animals” were permitted in the common areas.

19. In the 2018 policy, DOA removed the requirement that a requesting tenant provide a certification of training from a licensed animal trainer, and the 2018 Form provided the option for individuals to self-describe their assistance animal’s work or performance of tasks that alleviates one or more symptoms or effects of their disability.

DOA’s 2019 Revised Assistance Animal Policy

20. DOA again revised its Assistance Animal Policy on April 3, 2019 (“2019 Policy”). The 2019 Policy reinstates some of the restrictive requirements of the 2009 Policy and reverts to its earlier 2009 Form, including:

- a. reincorporation of the \$1 million insurance policy requirement;
- b. reincorporation of a ban on all assistance animals (including service animals) from Dorchester common areas, including: the lobby, passenger elevators, front entrance, management office, mail room, social functions, pool, gym, storage

lockers, and any other floor than the one on which the resident with the assistance animal resides;

- c. reincorporation of weight and height restrictions for all assistance animals; and
- d. readoption of the requirement that a person with a disability agree to pay all attorneys' fees that DOA might incur in defending against any allegations that the assistance animal caused damage or personal injury.

21. The 2019 Policy also added a requirement that the resident ensure "the Assistance Animal is wearing a muzzle whenever it is in any common area," regardless of whether that specific assistance animal had been shown to constitute a direct threat.

22. On March 4, 2020, the DOA again amended its reasonable accommodation policy ("2020 Policy"). The 2020 Policy retains some of the same restrictive requirements as the previous policies.

23. DOA applied its "assistance animal" policies in such a way as to deny Louise Hamburg and other persons an equal opportunity to use and enjoy their dwelling on the basis of disability.

#### Complainant Louise Hamburg's Reasonable Accommodation Request

24. Complainant Louise Hamburg has experienced severe anxiety dating from childhood, for which she began receiving treatment in 2013 while living in Miami, Florida. Ms. Hamburg got her emotional support animal, a 32-pound Australian labradoodle named Mila, in 2014 and would often bring the dog to her sessions with her life coach, Vanessa Scotto. Ms. Scotto has a master's degree in clinical psychology and helps her patients manage their wellbeing and psychological health through one-on-one life coaching sessions. Ms. Scotto observed how the dog decreased Ms. Hamburg's anxiety and improved her ability to function.

25. When Ms. Hamburg wished to obtain documentation that would allow her to request a reasonable accommodation at her home and for air travel, she sought out whom she thought to be a reputable therapist who could provide such documentation through a website.

26. On December 25, 2017, Ms. Hamburg sent an email to Patricia Yonekawa, the Dorchester's general manager at the time, informing Ms. Yonekawa that Ms. Hamburg would be bringing her emotional support animal to the Dorchester and requesting that Ms. Yonekawa ensure that the staff was informed that they were allowed in the building. Attached to her email was a May 17, 2017 letter from Carla Black, a clinical psychotherapist, which Ms. Hamburg obtained through Ms. Black's website.

27. The May 17, 2017 letter states that Ms. Black is "a licensed mental health professional who is helping Louise Hamburg with her emotional/mental health condition" and that she is "familiar with the functional limitations that are imposed by this illness." The letter states that Ms. Hamburg "has a disorder for which an emotional support animal (ESA) will help provide her with the relief that traditional medication cannot. Due to these complications, I strongly believe that having an ESA is the most effective treatment to help keep her calm and to avoid any escalating situations that could cause further complications to her well-being." The letter also asserts that Ms. Hamburg's assistance animal "is necessary for her emotional/mental health, because its presence will help mitigate the symptoms she experiences." The letter states that Ms. Black is helping to treat Ms. Hamburg "for a mental and emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM V)."

28. On December 26, 2017, Ms. Hamburg sent a second email to Ms. Yonekawa stating that the letter from Ms. Black "meets the requirements of the law," adding that she had provided the same letter to gain a reasonable accommodation at her other residence and to fly



with her assistance animal. Ms. Hamburg requested that Ms. Yonekawa send “any additional Dorchester requirements” at her earliest convenience.

29. Ms. Yonekawa replied on the same day, stating that she had “sent [Ms. Hamburg’s email] to all of Council so they can begin reviewing the request.” She also attached the DOA’s 2009 Assistance Animal Policy and its four addendums, which consist of (1) the request form, (2) instructions for the treating medical doctor to certify the resident’s disability and need for an assistance animal, (3) instructions for a licensed animal trainer to certify the animal’s training, and (4) instructions for the licensed veterinarian to certify that the animal has received all necessary vaccinations.

30. Later that day, Ms. Yonekawa wrote a second email to Ms. Hamburg, providing the name and email of the attorney who worked with the Dorchester in creating the assistance animal policy, Gary Krimstock, Esq., who was also copied on the email. Ms. Yonekawa’s email included further instructions pertaining to Ms. Hamburg’s request:

. . . I’m sure Council will want to get a letter from your physician identifying your exact problem and need in addition to your therapist’s letter. They will require the veterinarian certifications to ensure the dog is healthy and up to date on vaccinations etc. and if you are staying here, the dog will have to be licensed in Philadelphia County in addition to Fl.

31. Ms. Hamburg was unable to complete the forms sent to her by the DOA because the forms required her to provide information about the training or work performed by the assistance animal, which is not applicable to emotional support animals. On December 26, 2017, Ms. Hamburg attempted to contact Mr. Krimstock by phone and by email. In her email, Ms. Hamburg reiterated that her assistance animal is an emotional support animal, not a service animal, and therefore does not need to be specially trained to perform work or do tasks. She also reiterated that the letter she had previously provided, which was attached to the email, met the

requirements of the Fair Housing Act.

32. On December 28, 2017, DOA's legal counsel, Fineman Krekstein & Harris, sent an email to Ms. Hamburg with an attached letter from attorney Joshua Horvitz stating that the DOA Council had denied her request. In the letter, Mr. Horvitz advised Ms. Hamburg that she could submit additional information for DOA to reconsider her request, but that any additional submission "must include a completed *Form to Request an Assistance Animal*." Ms. Hamburg then sent an email to Mr. Horvitz stating that she had been unable to get in touch with Mr. Krimstock and asking Mr. Horvitz to contact her to discuss her request and her inability to complete the form because the form asked her to state the special training and tasks her animal performs. Ms. Hamburg's dog did not need to be specially trained or perform specific tasks because it is a support animal, and not a service animal.

33. On January 8, 2018, Ms. Hamburg emailed Mr. Horvitz, Mr. Krimstock, and Ms. Yonekawa stating that she had not received any response to her messages. The email provided additional information about the legal requirement to allow emotional support animals and renewed her request for a reasonable accommodation under the Fair Housing Act.

34. On January 10, 2018, Mr. Horvitz acknowledged receipt of Ms. Hamburg's email and stated, "We will confer with the Executive Board and get back to you as soon as possible with a response."

35. On January 22, 2018, Ms. Hamburg called Ms. Yonekawa, who again asked Ms. Hamburg to complete the DOA's forms. That same day, Ms. Hamburg emailed a partially-completed form to Ms. Yonekawa. In the email and in annotations on the form, Ms. Hamburg again explained that she could not fully complete the DOA's forms because the questions about specialized training and tasks do not apply to emotional support animals.

36. On January 30, 2018, the DOA Council President, Edward Kurland, emailed Ms. Hamburg and advised her that he was aware of the previous correspondence, and the Council would not reconsider her request until she submitted a completed set of the DOA's required forms. Ms. Hamburg replied the same day, again explaining why she could not complete the entire form and including additional information about the requirements of the Fair Housing Act.

37. On February 7, 2018, Ms. Yonekawa emailed Ms. Hamburg to inform her that the DOA Council had met the previous evening, and the Council requested that she respond to the following questions:

1. When did you meet Carla Black for the first time in person?
2. How many times have you treated [sic] in person with Ms. Black?
3. Where were you and Ms. Black physically located when you treated with her [sic] in person?
4. How often have you met in person with Ms. Black?
5. How many times did you treat in person with [sic] Ms. Black?
6. With what regularity (weekly, monthly, quarterly, etc.) have you treated in person with [sic] Ms. Black?
7. How long did you meet with MS [sic] Black on each occasion that you treated [sic] in person with her?
8. How much have you paid Ms. Black in professional fees to date?
9. Have you ever taken your assistance dog on airplanes in the cabin?
  - a. How many times?
  - b. Which airline(s)?

38. Ms. Hamburg did not respond to Ms. Yonekawa's February 7, 2018 email because she believed she had already answered all necessary questions required by the Fair Housing Act in regards to her accommodation request.

39. On April 30, 2018, Ms. Hamburg filed a fair housing complaint with HUD.

40. On July 20, 2018, Ms. Hamburg emailed Ms. Yonekawa to renew her reasonable accommodation request to allow her emotional support animal at the Dorchester. She attached a new letter from Dr. James McClymonds, a clinical psychologist whom Ms. Hamburg had seen in person, in support of her request. In the letter, dated July 19, 2018, Dr. McClymonds stated that

he is a licensed mental health professional and that Ms. Hamburg is his patient. He stated that he has evaluated Ms. Hamburg through psychological testing, and as a result:

I am very familiar with her history and with the functional impairments imposed by her emotional/mental related illness, as defined in the Diagnostic and Statistical Manual of Mental Disorders – Fifth Edition (DSM-V). She meets the definition of disability under the Americans with Disabilities Act, the Fair Housing Act, and the Rehabilitation Act of 1973.

Due to this emotional/mental disability, Ms. Hamburg has certain limitations related to coping with stress and anxiety. In order to help alleviate these difficulties, and to enhance her ability to live independently and to fully use and enjoy the dwelling unit you own and/or administer, I have prescribed Ms. Hamburg to have an emotional support animal. The presence of this animal is necessary for the emotional/mental health of Ms. Hamburg because its presence will mitigate the symptoms she is currently experiencing.

41. On August 14, 2018, Ms. Yonekawa emailed Ms. Hamburg to inform her that the DOA council had met to consider her request, and it was requesting answers to thirteen additional questions relating to her reasonable accommodation request:

1. What is the mental impairment that substantially limits one or more major life activities? What is the DSM diagnosis?
2. What are the identified symptoms/impairments that an ESA will alleviate?
3. How will the ESA alleviate the identified symptoms?
4. What type of ESA is being prescribed? What is the projected duration of the prescription?
5. If a dog is being prescribed, please identify the breed/type and size/weight of the dog.
6. If the ESA is a dog, how do you propose addressing whether the specific dog poses any threat to the health or safety of others in the building?
7. If the ESA is a dog, how do you propose addressing whether the specific dog would cause substantial physical damage to the property of others and/or the common property within and around the building?
8. How do you propose addressing any dog ownership requirements of the City of Philadelphia? Can you provide the appropriate veterinary certifications and DNA information?
9. How do you propose addressing potential liability issues should the dog cause injury or damage to a person or property?
10. How do you propose traversing the building and elevators and common areas with the dog to avoid any conflict with persons who are allergic to or have a fear of dogs?

11. Do you understand that no Dorchester employees can provide any assistance, care, or other services with respect to the dog?
12. How do you propose addressing whether the ESA is alleviating the identified symptoms or effects of your claimed impairment? How often will that be addressed?
13. Will you and the dog be here permanently, occasionally, seasonally, or something else, which can impact the nature and extent of accommodation required?

42. Ms. Hamburg responded to these questions on the same day via email, noting which questions she believed were “beyond the scope of FHA requirements” or previously addressed in her partially-completed form or letters. Specifically, she flagged some of the questions as unnecessary for her to answer because they asked for information “beyond the scope of FHA requirements.” For some others, she referred the DOA back to previously provided information in her initial request. For the remaining questions, she provided supplemental information. Ms. Hamburg received no response to this email.

43. On April 1, 2019, almost eight months later, Ms. Hamburg received a letter from Ms. Yonekawa stating that the DOA Council “continues to consider your request for an emotional support dog” and was requesting the following additional information:

1. What is your current home address?
2. When did you first meet James R. McClymonds, Clinical Psychologist?
3. How did you first come to know James R. McClymonds?
4. How often have you met in person with James McClymonds?
5. Where were you physically located and where was James McClymonds physically located during your July 18, 2018 evaluation?
6. How many times have you treated [sic] in person with James McClymonds?

44. On April 8, 2019, Ms. Hamburg sent an email to Ms. Yonekawa stating that, given the long delay, she did not believe that DOA was acting in good faith. On April 9, 2019, Ms. Yonekawa replied that she was “sorry to learn” that Ms. Hamburg did not plan to reply to the additional questions about Dr. McClymonds, and it would prevent the DOA from making a

fully-informed determination regarding her request.

45. As of today, DOA has not granted Ms. Hamburg's reasonable accommodation request. As a result, Ms. Hamburg is prohibited from entering the Dorchester with her emotional support animal and has been unable to use or occupy her unit at the Dorchester since her original reasonable accommodation request on December 25, 2017.

#### A Second Reasonable Accommodation Request

46. Two other owners of a unit at the Dorchester filed a request for a reasonable accommodation for an assistance animal on August 14, 2018. They provided the information that DOA requested: documentation from a medical professional of a disability based on a physical health condition and the need for an assistance dog, and documentation from a veterinarian of the dog's health and vaccination. However, without explanation from DOA, their request has not been granted and they have been forced to live elsewhere in the meantime.

#### The HUD Administrative Process

47. On April 30, 2018, Ms. Hamburg timely filed a complaint with the Secretary of HUD, alleging discrimination in housing on the basis of disability. Pursuant to the requirements of 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an investigation, attempted conciliation without success, and prepared a final investigative report. Based on the information gathered during the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that Defendant violated the Fair Housing Act. Therefore, on July 8, 2019, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging the Defendant with engaging in discriminatory housing practices on the basis of disability.

48. On July 24, 2019, the DOA and Hamburg timely elected to have the charge

resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a). That same day, an Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District Court and terminated the administrative proceeding on Ms. Hamburg's HUD complaint. The Secretary subsequently authorized the Attorney General to file this action on behalf of the Complainant, pursuant to 42 U.S.C. § 3612(o).

49. On August 3, 2019, the United States and the Defendant executed an agreement that tolled the expiration of any statute of limitations in this action until September 30, 2019. Since September 2019, the United States and the Defendant have executed a number of agreements that tolled the expiration of any statute of limitations in this action until March 12, 2020.

#### COUNT I

50. Plaintiff re-alleges and herein incorporates by reference the allegations set forth in paragraphs 1 through 49 above.

51. By the actions and statements set forth above, Defendant has:

- a. otherwise made unavailable or denied dwellings because of disability, in violation of 42 U.S.C. § 3604(f)(1);
- b. discriminated against persons in the terms, conditions or privileges of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2); and
- c. refused to make reasonable accommodations in the rules, policies, practices, or services, when such accommodations may be necessary to afford equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

52. As a result of the conduct or actions of the Defendant, Complainant Hamburg suffered damages and is an aggrieved person within the meaning of 42 U.S.C. § 3602(i).

53. The Defendant's discriminatory actions as set forth above were intentional, willful, and taken in reckless disregard for the rights of Complainant Hamburg.

## COUNT II

53. Plaintiff re-alleges and herein incorporates by reference the allegations set forth in paragraphs 1 through 49 above.

54. There are persons, including condo owners, other than Complainant Hamburg, who have been injured by the Defendant's discriminatory housing practices. Such persons are also aggrieved persons within the meaning of 42 U.S.C. § 3602(i).

55. The conduct of the Defendant described above 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 *et seq.* in violation of § 3614(a);  
and
- b. a denial to a group of persons of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* which denial raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).

56. The Defendant's discriminatory actions as set forth above were intentional, willful, and taken in reckless disregard for the rights of others.

## PRAYER FOR RELIEF

1. WHEREFORE, the United States prays for relief as follows:
2. A declaration that the conduct of Defendant as set forth above violates the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.*



3. An injunction against Defendant, its agents, employees, and successors, and all other persons in active concert or participation with it, from:
  - a. discriminating on the basis of disability in violation of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.*;
  - b. failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, Louise Hamburg to the position she would have been in but for the discriminatory conduct; and
  - c. 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 such conduct.
4. An injunction requiring defendants to adopt a reasonable accommodation policy at the Dorchester that complies with the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.*
5. An award of monetary damages to Louise Hamburg and every other person injured by the Defendant's discriminatory practices, pursuant to 42 U.S.C. §§ 3612(o)(3), 3613(c)(1), and 3614(d)(1)(B).
6. An assessment of a civil penalty against the Defendant in an amount authorized by 42 U.S.C. § 3614(d)(1)(C), to vindicate the public interest.
7. The United States further prays for such additional relief as the interests of justice may require.

Dated: March 12, 2020

Respectfully submitted,

WILLIAM P. BARR  
Attorney General

ERIC S. DREIBAND  
Assistant Attorney General  
Civil Rights Division

SAMEENA SHINA MAJEED  
Chief  
Housing and Civil Enforcement Section



---

ANDREA K. STEINACKER  
Special Litigation Counsel  
MAZEN M. BASRAWI  
Trial Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
4 Constitution Square  
150 M St., NE/ 6.1134  
Washington, DC 20530  
Telephone: (202) 305-1876  
Fax: (202) 514-1116  
[mazen.basrawi@usdoj.gov](mailto:mazen.basrawi@usdoj.gov)