

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civ. No. 2:20-cv-1949
)	
LRG CORPORATION d/b/a LRG RENTALS)	Jury Trial Demanded
and LEWIS R. GAINFORT,)	
)	
Defendants.)	
_____)	

COMPLAINT

The United States of America alleges as follows:

I. INTRODUCTION

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. §§ 3601-3619 (“Fair Housing Act” or “FHA”). This action is brought on behalf of Monica Samulski and her son, S.S.

II. JURISDICTION AND VENUE

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

3. Venue is proper in this District under 28 U.S.C. § 1391(b) because the events or omissions giving rise to the United States’ claims occurred in the Western District of Pennsylvania and because the Defendants and property at issue in this action are located there.

III. THE PARTIES AND THE SUBJECT PROPERTY

4. Holly Avenue Apartments (“the Subject Property”) is a multi-family apartment complex consisting of approximately ten units. The property is located on the corner of Ligonier Street and Fairmont Street in Latrobe, Pennsylvania.

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

6. At all relevant times, Defendant Lewis R. Gainfort was the owner of the Subject Property.

7. Defendant LRG Corporation is a domestic corporation incorporated under Pennsylvania law and owned by Lewis R. Gainfort. LRG Rentals has been registered in Pennsylvania as a fictitious name for LRG Corporation. LRG Corporation’s principal office address is 210 Magee Avenue, Jeanette, Pennsylvania 15644.

8. At relevant times, LRG Rentals managed the Subject Property on behalf of Defendant Lewis R. Gainfort.

9. At relevant times, LRG Rentals employed Tina Aiken as the property manager of the Subject Property. Ms. Aiken was acting within the scope of her employment with respect to her actions described herein.

IV. FACTUAL ALLEGATIONS

A. Ms. Samulski’s Request for a Reasonable Accommodation

10. On August 8, 2018, Ms. Samulski signed a lease for a two-bedroom unit at the Subject Property. On August 11-12, 2018, she and her 16-year-old son, S.S., moved into Apartment 2 at 1407 Ligonier Street.

11. On August 18, 2018, Ms. Samulski sent a handwritten letter to Defendants asking for a reasonable accommodation to the “no pets” policy to allow her son to have an assistance animal. S.S.’s assistance animal is a black Labrador retriever mix, named Onyx.

12. Ms. Samulski included a letter from Bindu Gutti, MD, S.S.’s treating physician at Latrobe Hospital’s Behavioral Health Services, which described S.S.’s need for an assistance animal.

13. According to Dr. Gutti’s letter, an assistance animal was necessary for S.S.’s mental health and would mitigate symptoms of his disability.

14. S.S. has multiple conditions that affect his mental health. Because his disabilities substantially limit one or more major life activities, S.S. is considered a person with a disability under the Act. 42 U.S.C. § 3602.

15. On September 4, 2018, Defendants sent a letter to Ms. Samulski requesting the following information: a current, written certification from a health care provider confirming “the nexus of the companion [sic] and confirmation that the presence of the emotional support animal (ESA) or companion will ease the disability;” documentation describing the tasks and duties the assistance animals is trained to perform; a copy of the legal certification and identification of the assistance animal; and the assistance animal’s vaccination records.

16. Approximately ten days later, Ms. Samulski sent the Defendants a second copy of the letter from Dr. Gutti describing S.S.’s need for an assistance animal, the dog’s vaccination records, and an explanation that proof of training is not required for an assistance animal used for emotional support.

B. Defendants' Rejection of Ms. Samulski's Request for a Reasonable Accommodation

17. On October 16, 2018, Defendants issued a Demand Notice informing Ms. Samulski of their intent to terminate her lease for the following reasons:

Animals- Failure of TENANT to obtain written consent of LANDLORD shall be a breach of terms and conditions, and a forfeiture, of this lease agreement. LANDLORD, at LANDLORD'S option, may end this lease agreement, by notice, in writing to TENANT. TENANT may have no further right of possession to rental unit. By which, failure of TENANT to provide requested verification.

DISTURBANCE- Not to cause, or permit to be caused the peaceful disturbance of others residing in the building in which the rental unit is located, or upon the property upon which the building is situated, and unable to provide a reasonable accommodation.

18. Ms. Samulski called property manager Tina Aiken to discuss the Demand Notice. Ms. Aiken informed Ms. Samulski that she had not received the information she had requested in her September 4, 2018 letter to Ms. Samulski, and that there had been four complaints regarding the assistance animal's barking. This was the first time Ms. Samulski learned that there had been any complaints about the assistance animal's alleged barking.

19. Ms. Samulski stated that she would resend the information and would purchase a muzzle and bark deterrent system.

20. Ms. Samulski immediately purchased a muzzle, which the dog wore when neither Ms. Samulski nor her son were at home. She also purchased a bark deterrent system which emits a high-frequency sound when the dog begins to bark. She implemented the bark deterrent system right away and tested it to confirm its effectiveness.

21. Between October 16, 2018 and January 8, 2019, Defendants did not notify Ms. Samulski of any decision to approve or deny her request for a reasonable accommodation, ask

her for further information or documentation regarding the assistance animal, or contact her about any additional complaints regarding alleged barking by the assistance animal.

22. On January 8, 2019, Defendants issued a second Demand Notice to Ms. Samulski for alleged lease violations. Defendants again threatened to terminate Ms. Samulski's lease for failing to obtain written consent of the landlord to have a "pet" in her apartment, and for noise violations.

23. The Demand Notice directed Ms. Samulski to vacate the unit within 30 days or Defendants would commence an eviction action.

24. On February 5, 2019, Defendants filed a complaint in the County of Westmoreland Court in the Commonwealth of Pennsylvania alleging that Ms. Samulski breached the terms of her lease for keeping a "pet" without the written consent of her landlord.

25. On February 19, 2019, the magisterial district judge found that Ms. Samulski violated the terms of her lease by keeping a pet because she could not provide certification of the assistance animal's training. The judge awarded Defendants possession of the Subject Property and fees of \$161.20.

26. Defendants' claim that the eviction was due to barking dog complaints is pretext for evicting the Samulskis for simply having an assistance animal.

27. According to Defendants, they allegedly received nine complaints regarding the assistance animal's barking between August 18, 2018 and January 4, 2019. Six of the nine complaints that Defendants claim to have received were made by Defendants' staff, and two of those six complaints were made on the same date by the same employee at different times.

28. Defendants did not give Ms. Samulski any verbal or written warnings regarding noise complaints/violations, or offer to allow her to resolve the problem, prior to issuing the intent to terminate lease notices.

29. Defendants did not provide Ms. Samulski a copy of any policy regarding requests for reasonable accommodations or service and emotional support animals either before or during her tenancy, nor did they ever tell her that one existed.

30. As a result of Defendants' discriminatory conduct, Ms. Samulski and S.S. suffered actual damages, including economic loss, emotional distress, and lost housing opportunity.

V. HUD COMPLAINT AND CHARGE OF DISCRIMINATION

31. On March 25, 2019, Ms. Samulski filed a timely complaint of discrimination with the U.S. Department of Housing and Urban Development ("HUD").

32. In accordance with 42 U.S.C. § 3610, the Secretary of HUD completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. Based upon the information gathered in the investigation, the Secretary, in accordance with 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe the Defendants violated the Fair Housing Act.

33. On August 17, 2020, the Secretary issued a Charge of Discrimination, in accordance with 42 U.S.C. § 3610(g)(2)(A), charging the Defendants with engaging in discriminatory housing practices on the basis of disability. Specifically, HUD's Charge of Discrimination charged the above-named Defendants with violating 42 U.S.C. §§ 3604(f)(1), 3604(f)(2), 3604(f)(3)(B), 3604(c), and 3617 for refusing to grant Ms. Samulski's reasonable

accommodation request and its discriminatory policy regarding service and emotional support animals.

34. On August 25, 2020, Ms. Samulski elected to have the claims asserted in the HUD Charge resolved in a civil action filed in federal district court in accordance with 42 U.S.C. § 3612(a). On the same date, the HUD Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District Court.

35. Following the Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action in accordance with 42 U.S.C. § 3612(o). The Defendants and the United States entered into written tolling agreements extending the deadline for the United States to commence a civil action to December 3, 2020.

VI. FAIR HOUSING ACT VIOLATIONS

36. The allegations described above are hereby incorporated by reference.

37. By the actions set forth above, the Defendants have:

- a. Discriminated in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability, in violation of 42 U.S.C. § 3604(f)(2)(A) and (B);
- b. Refused to make reasonable accommodations in rules, policies, practices, or services, when such an accommodation was necessary to afford a person with a disability equal opportunity to use and enjoy her dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and
- c. Interfered with any person in the exercise or enjoyment of a right protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

38. As a result of the Defendants' conduct, Ms. Samulski and S.S. have been injured and are "aggrieved person[s]" as defined by 42 U.S.C. § 3602(i).

39. The discriminatory actions of the Defendants were intentional, willful, and taken in reckless disregard of the rights of others.

VII. PRAYER FOR RELIEF

WHEREFORE, the United States requests that the Court enter an Order that:

1. Declares that the Defendants' discriminatory conduct violates the Fair Housing Act;
2. Enjoins the Defendants, their agents, employees, successors, and all other persons in active concert or participation with any of them from:
 - a. Discriminating on the basis of disability, in violation of the Fair Housing Act;
 - b. Failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, Ms. Samulski and S.S. to the position they would have been in but for the discriminatory conduct;
 - 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
 - d. Interfering with any person in the exercise or enjoyment of a right protected by the Fair Housing Act.
3. Awards monetary damages to Ms. Samulski individually and in her representative capacity on behalf of S.S., in accordance with 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1); and
4. Awards such additional relief as the interests of justice may require.

Dated: December 15, 2020

Respectfully submitted,

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