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15 *Attorneys for Plaintiff United States of America*

16 **UNITED STATES DISTRICT COURT**
17 **DISTRICT OF NEVADA**

18 UNITED STATES OF AMERICA

19 Plaintiff,

20 v.

21 C. NICHOLAS PEREOS,
22 NINA PROPERTIES II, INC.,
23 PEREOS 1980 TRUST,
24 WILLIS E. POWELL, NICHOLE
25 TRUAX,
26 IRIS NORTON,
27 BROWNSTONE APARTMENTS, LLC,
28 and TERI MORRISON

Defendants.

Case No.

COMPLAINT

JURY DEMAND

1 The United States of America (“United States”) alleges as follows:

2 **NATURE OF THE ACTION**

3 1. This action is brought by the United States to enforce Title VIII of the Civil
4 Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“Fair
5 Housing Act”), 42 U.S.C. §§ 3601-3631. It is brought on behalf of Complainants Janet
6 Williams, Brienna Sandusky, Janet Williams’ minor child, and Brienna Sandusky’s two
7 minor children and Complainants Cornelia Barmettler, Joe Ford and Micah Dirden
8 (“Complainants”), pursuant to 42 U.S.C. § 3612(o).

9 **JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1345, and
11 42 U.S.C. § 3612(o).

12 3. Venue is proper in this District under 28 U.S.C. § 1391(b) because the events
13 or omissions giving rise to the United States’ claims occurred there.

14 **RELEVANT PARTIES AND THE SUBJECT PROPERTIES**

15 4. Plaintiff is the United States of America.

16 5. There are two residential rental properties at issue in this action (“Subject
17 Properties”). One is a duplex house consisting of two three-bedroom units, located at
18 1425 Watt Street, Reno, Nevada (“1425 Watt Street”). The other is a multi-family
19 apartment building containing twenty rental units, located at 300 W. Pueblo Street,
20 Reno, Nevada (“300 W. Pueblo Street”). The two Subject Properties are “dwellings”
21 within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b).

22 6. Defendant Pereos 1980 Trust owns the Subject Property located at 1425 Watt
23 Street.

24 7. Defendant Nina Properties II, Inc. is a domestic corporation organized under
25 the laws of the state of Nevada. At all times relevant to the Complaint, Defendant Nina
26 Properties II, Inc. was the management company for the two Subject Properties, 1425
27 Watt Street and 300 W. Pueblo Street. At all times relevant to the Complaint, Defendant
28 C. Nicholas Pereos was the owner and director of Defendant Nina Properties II, Inc.

1 8. Defendant Brownstone Apartments owned the Subject Property located at
2 300 W. Pueblo Street. Defendant Brownstone Apartments is a domestic limited liability
3 company organized under the laws of the state of Nevada. At all times relevant to the
4 Complaint, Defendant C. Nicholas Pereos was the president of Brownstone Apartments.

5 9. Defendant C. Nicholas Pereos is a Trustee of the Defendant Pereos 1980
6 Trust, and, at all times relevant to the Complaint, had an ownership interest in the Subject
7 Property located at 1425 Watt Street. As President of Brownstone Apartments, he also
8 had an ownership interest in the Subject Property located at 300 W. Pueblo Street. At all
9 times relevant to the Complaint, in his role as owner of Defendant Nina Properties II,
10 Inc., Defendant Pereos served as manager of the two Subject Properties.

11 10. Defendant Willis Powell is a Trustee of the Defendant Pereos 1980 Trust. At
12 all times relevant to the Complaint, he had an ownership interest in the Subject Property
13 located at 1425 Watt Street.

14 11. Defendant Nichole Truax is a Trustee of the Defendant Pereos 1980 Trust.
15 At all times relevant to the Complaint, she had an ownership interest in the Subject
16 Property located at 1425 Watt Street.

17 12. Defendant Iris Norton is a resident of Nevada. At all times relevant to the
18 Complaint, Defendant Norton was an employee of Defendant Pereos' law firm, C.
19 Nicholas Pereos, Limited. Defendant Norton works as a legal assistant to Defendant
20 Pereos. In her role as legal assistant, Defendant Norton responded to telephone inquiries
21 about rental properties from persons inquiring about rentals at the Subject Properties.

22 13. Defendant Teri Morrison is a resident of Nevada. At all times relevant to the
23 Complaint, Defendant Morrison was an employee of Defendant Nina Properties and
24 Defendant Pereos and managed the Subject Property located at 300 W. Pueblo Street.

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FACTUAL ALLEGATIONS

HUD Complainants

1
2
3 14. Complainants include Janet Williams, her adult daughter Brienna Sandusky,
4 Ms. Williams' minor child, and Ms. Sandusky's two minor children. All are residents of
5 Nevada.

6 15. Ms. Sandusky's minor son ("CL"), who at all times relevant to the Complaint
7 was three years old, is an individual with a disability as defined by the Fair Housing Act,
8 42 U.S.C. § 3602(h). CL is medically diagnosed with Type I Diabetes. CL's Type I
9 Diabetes substantially limits his major life activities of eating, playing, caring for himself,
10 and interacting with other children.

11 16. At all relevant times, CL has utilized a service animal, a labradoodle dog
12 named "Ellie," which monitors his diabetes and notifies Ms. Williams and Ms. Sandusky
13 of substantial fluctuations in CL's blood sugar levels.

14 17. Complainants also include Cornelia Barmettler, her husband Joe Ford, and
15 her then minor daughter, Micah Dirden. Complainants are residents of Nevada and
16 resided in Unit #4 of the Brownstone Apartments located at 300 W. Pueblo Street at the
17 times relevant to this case.

18 18. Cornelia Barmettler is an individual with a disability as defined by the Fair
19 Housing Act, 42 U.S.C. § 3602(h). Ms. Barmettler has been diagnosed with several
20 mental health disorders. Ms. Barmettler's disabilities substantially limit one or more
21 major life activities including, but not limited to, eating, sleeping, working, caring for
22 herself and engaging in social interactions.

23 19. Ms. Barmettler used her assistance animal, a Rhodesian Ridgeback mixed
24 breed dog named "Gracie," to help alleviate symptoms of her mental health disabilities,
25 including calming her and making her less anxious and fearful.

26 **Ms. Williams and Ms. Sandusky Request a Reasonable Accommodation**
27 **from Defendants to Rent an Apartment at 1425 Watt Street**

28 20. On or about March 23, 2017, Ms. Williams called Defendant C. Nicholas

1 Pereos Limited to inquire about renting a unit at 1425 Watt Street. Defendant Norton
2 answered the phone and spoke with Ms. Williams about the possibility of renting the
3 unit. Defendant Norton told Ms. Williams that there was a vacancy; that the proposed
4 number of five prospective tenants and her income level were fine for the rental; and that
5 she should visit the property and complete an application. Ms. Williams informed
6 Defendant Norton that her grandson, CL, has a disability and a service animal.
7 Defendant Norton told Ms. Williams that pets are not allowed at the Subject Property.
8 Ms. Williams told Defendant Norton that there were fair housing laws that allow service
9 animals. Defendant Norton informed Ms. Williams that the owner had a no pet policy
10 at his discretion and hung up the phone.

11 21. On or about March 23, 2017, shortly after Ms. Williams' phone call with
12 Defendant Norton, Ms. Sandusky followed up with a call to Defendant C. Nicholas
13 Pereos Limited. Defendant Norton answered the phone and spoke with Ms. Sandusky
14 about the rental unit. Ms. Sandusky informed Defendant Norton that she was interested
15 in renting the vacant unit and that her son has a service animal. Defendant Norton replied
16 "[n]o pet, absolutely no pets." Defendant Norton told Ms. Sandusky that she did not
17 care if the animal was a service animal and stated that if the owner does allow a pet, a
18 deposit is required. Ms. Sandusky advised Defendant Norton that she could not charge
19 a pet deposit for a service animal. Defendant Norton then ended the call with Ms.
20 Sandusky.

21 22. Both Ms. Williams and Ms. Sandusky understood Defendant Norton's
22 statements that there could be no pets in the apartment as a denial of their request to rent
23 the unit and have CL's service animal live with them.

24 **Ms. Barmettler Requests a Reasonable Accommodation**
25 **at 300 W. Pueblo Street from Defendants**

26 23. In or about 2012, symptoms relating to Ms. Barmettler's disabilities became
27 so severe that Ms. Barmettler was unable to care for her then minor child, Micah Dirden,
28 or her dog, Gracie. Ms. Dirden went to live with other family members, and it was

1 arranged that Gracie would stay with Ms. Barmettler's adult daughter, Sandra Clark.

2 24. In or around September 2013, Ms. Barmettler entered into a six-month Lease
3 Agreement and moved into Unit #4 of the Subject Property at 300 W. Pueblo Street. The
4 lease listed Ms. Barmettler's then minor daughter, Ms. Dirden, as an occupant, although
5 she did not immediately move in to the unit. The lease did not list Mr. Ford as an
6 occupant. Mr. Ford moved into 300 W. Pueblo Street a few weeks after Ms. Barmettler
7 moved in and the two subsequently were married. An undated Lease Extension
8 Agreement, executed by Ms. Barmettler did not mention Mr. Ford.

9 25. Nowhere in Ms. Barmettler's Lease Agreement, nor in her Lease Extension,
10 nor in the written Rules and Regulations document that she received when she moved
11 into 300 W. Pueblo Street, does it state that the property had a "no pet" policy or that
12 dogs were not allowed.

13 26. In or around January 2014, Ms. Barmettler's adult daughter, Ms. Clark, and
14 her husband, Nicholas Clark, moved into a rental property neighboring 300 W. Pueblo
15 Street.

16 27. This move allowed Ms. Barmettler to continue interacting with her assistance
17 dog, Gracie, on a regular basis. While Gracie resided with Ms. Barmettler's daughter,
18 Ms. Barmettler had Gracie at her residence every day. Ms. Barmettler would take Gracie
19 for walks and she paid for her food and medical care. Ms. Barmettler's daughter described
20 Gracie as always being Ms. Barmettler's dog, and that she was just caring for Gracie
21 because her mom could not. During the time that Gracie stayed with her daughter,
22 Gracie functioned as Ms. Barmettler's assistance animal. When Ms. Clark left Gracie
23 during the days with Ms. Barmettler, Gracie calmed Ms. Barmettler and made her less
24 anxious and fearful about being alone in her apartment.

25 28. In or around July 2016, Ms. Barmettler's daughter, Ms. Clark, unexpectedly
26 moved and she left Gracie behind with her husband, Mr. Clark. During this time, Mr.
27 Clark would leave Gracie outside so that Ms. Barmettler could access the animal.

28 29. In or around the winter of 2016, Ms. Barmettler stopped seeing Gracie outside

1 of Mr. Clark's rental unit. She was distraught and tried to find Mr. Clark and Gracie. She
2 believed that Mr. Clark had moved and taken Gracie with him. In or around December
3 2016 or January 2017, however, Ms. Barmettler received a call from the maintenance
4 person for 300 W. Pueblo Street, stating that he heard dogs barking inside Mr. Clark's
5 unit. Two dogs, including Gracie, and two cats were found abandoned in Mr. Clark's
6 rental unit. The animals had been left without adequate food or water or the ability to
7 relieve themselves in a sanitary manner for what appeared to be a significant amount of
8 time based on the damage that had been done to the unit.

9 30. Upon recovering Gracie, Ms. Barmettler kept Gracie with her in her
10 apartment for approximately the next ten months.

11 31. On July 28, 2017, in *Nina Properties II, Inc. and C. Nicholas Pereos v. Nicholas*
12 *Clark and Sandra Clark*, Justice Court of Reno Township, County of Washoe, State of
13 Nevada, Case Number RJC 2017-097217, the Court ordered "Nicholas Clark only" to
14 pay Nina Properties and Pereos monetary damages, attorneys fees, and punitive and
15 exemplary damages for costs incurred in repairing damage caused to the property rented
16 by Nicholas and Sandra Clark upon their eviction from the property.

17 32. In or around the end of August or beginning of September 2017, Defendant
18 Morrison, the property manager, observed Gracie at 300 W. Pueblo Street. After
19 observing Gracie, Defendant Morrison told Ms. Barmettler that she had to get rid of the
20 dog. Ms. Barmettler advised Defendant Morrison that Gracie was her assistance animal
21 and helped her with her disability. Ms. Barmettler told Defendant Morrison that she had
22 a prescription for the dog. Defendant Morrison told Ms. Barmettler to provide proof that
23 she needed the dog.

24 33. On September 11, 2017, Defendants served Ms. Barmettler with two notices:
25 1) a Notice of Increase of Rent; and 2) a Notice of Lease Violation. The Notice of Lease
26 Violation stated, among other things, that:

27 [n]otice is hereby given that your [sic] are in violation of the following
28 provisions of the Lease: Paragraph 9: USE OF PREMISES, unauthorized
dog, and Paragraph 12: Rules & Regulations . . . [t]hese actions constitute

1 a direct violation of the lease agreement and provide for a means to cause
2 an eviction by reason of your failure to comply with the terms of the lease .
3 . . [i]f these actions are not corrected, we will move for an early eviction.

4 34. On or about September 13, 2017, Defendant Morrison left Ms. Barmettler a
5 voicemail message telling her to get rid of Gracie by the end of the day or she would be
6 evicted.

7 35. Later that day on September 13, 2017, Ms. Barmettler telephoned Defendant
8 Morrison to inform her that she would provide a doctor's note to show that she needed
9 her dog Gracie to assist her with symptoms related to her disabilities. Defendant
10 Morrison said that she did not care if a doctor's note was presented, and that Ms.
11 Barmettler should get rid of her dog or it would be "a bad and serious problem for her."

12 36. On September 14, 2017, a series of communications took place between Ms.
13 Barmettler, her advocates at the Silver State Fair Housing Center ("SSFHC"), and
14 Defendants. Ms. Barmettler made another verbal request for an accommodation directly
15 to Defendant Morrison. Ms. Barmettler told Defendant Morrison that she was requesting
16 an accommodation based on her disability to allow Gracie to reside with her in her unit.

17 37. On September 14, 2017, Ms. Barmettler hand-delivered a letter to Defendant
18 Morrison from Dr. Jeffrey Corpuel, signed and dated September 14, 2017, which
19 indicated that Dr. Corpuel was treating Ms. Barmettler for her mental health problems
20 and stated: "I believe it is in her best interest to have a companion animal in her home
21 since having a companion animal is very helpful to her in dealing with the kind of mental
22 health problems she is facing."

23 38. Also on September 14, 2017, after receiving the reasonable accommodation
24 letter from Dr. Corpuel, Defendants served Ms. Barmettler with two separate Notices.
25 The first Notice, titled a "Notice of Termination for Violation of Lease Agreement" stated,
26 in relevant part:

27 "you have violated your lease...for the following reasons: Lease Paragraph
28 9 – unauthorized man living in unit for months ...[y]ou must vacate and
leave the rental unit no later than five (5) days after you receive service of

1 this Notice, or in the alternative, you must correct all the above listed
2 violations.”

3 39. The additional Notice received that day by Ms. Barmettler from the
4 Defendants was titled “No Cause Notice to Vacate,” and was signed by Defendant
5 Morrison and stated, in relevant part: “you must surrender and vacate the rental
6 unit...Thirty (30) calendar days after service of this notice to vacate and leave the rental
7 unit.”

8 40. Also on September 14, 2017, SSFHC mailed a written request to Defendant
9 Nina Properties and Defendant Morrison to allow Ms. Barmettler to have her assistance
10 animal live with her as a reasonable accommodation for her disabilities. The letter stated,
11 in relevant part, that Cornelia Barmettler has informed Brownstone Apartments and
12 Nina Properties that she has a disability and that she: “has requested that the ‘no pets’
13 policy and any ‘pet’ fees be waived to allow her to have a companion animal, a dog.”

14 41. On September 14, 2017, SSFHC also provided Defendants with
15 accompanying guidance on assistance animals and housing providers’ obligations under
16 the Fair Housing Act to provide reasonable accommodations involving assistance
17 animals.

18 42. Also on September 14, 2017, Defendant Pereos sent Ms. Barmettler a letter
19 stating:

20 “[i]n response to our request that you remove an unauthorized dog from your
21 apartment, you stated that you would secure a doctors [sic] certificate for the
22 dog. However, any certificate will not excuse your deceitful conduct. . .You
23 failed to notify us about the dog before we learned the same. You failed to
complete a pet application. All of this conduct is indicative of deceit. The
deceit alone is unacceptable and most disturbing.”

24 43. On September 21, 2017, Defendant Pereos issued Ms. Barmettler a letter
25 informing her that there was to be no further verbal communication between herself and
26 Defendants.

27 44. On October 5, 2017, Ms. Barmettler provided another doctor’s note to
28 Defendant Nina Properties from her psychiatrist Alex Brook. Dr. Brook’s letter stated

1 that due to Ms. Barmettler's emotional and mental disabilities, he prescribed an
2 emotional support animal to help alleviate some of the stress and anxiety she experiences
3 with social interactions and in order to help her to live more independently.

4 45. Ms. Barmettler paid her October 2017 rent on time and additionally provided
5 postdated checks to the Defendants to ensure that she would not be late with the rent in
6 future months. On October 5, 2017, Defendant Pereos sent Ms. Barmettler a letter
7 returning her postdated rent checks that had been delivered to his office, which he refused
8 to accept.

9 46. On October 16, 2017, fearing that they would be evicted, Ms. Barmettler and
10 her family moved out of their rental unit at 310 W. Pueblo Street.

11 **HUD ADMINISTRATIVE PROCESS**

12 47. On or about April 25, 2017, Ms. Williams and Ms. Sandusky filed a timely
13 complaint of housing discrimination with the United States Department of Housing and
14 Urban Development ("HUD"), pursuant to 42 U.S.C. § 3610(a), naming Defendant Nina
15 Properties II, Inc. and the Pereos 1980 Trust as respondents. The complaint was
16 subsequently amended to include Ms. Williams' minor child and Ms. Sandusky's two
17 minor children as complainants and Defendants Willis E. Powell, Nichole Truax, C.
18 Nicholas Pereos and Iris Norton as respondents.

19 48. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and
20 completed an investigation of the complaint, attempted conciliation without success, and
21 prepared a final investigative report. Based on the information gathered in the
22 investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that
23 reasonable cause existed to believe that Defendants violated the Fair Housing Act.
24 Accordingly, on September 30, 2020, the Secretary issued a Charge of Discrimination,
25 pursuant to 42 U.S.C. § 3610(g)(2)(A).

26 49. On or about October 25, 2017, Ms. Barmettler and Mr. Ford filed a timely
27 complaint of housing discrimination with the United States Department of Housing and
28 Urban Development ("HUD"), pursuant to 42 U.S.C. § 3610(a), naming Defendants

1 Brownstone Apartments, LLC, Nina Properties II, Inc., C. Nicholas Pereos, and Teri
2 Morrison as Respondents. The Complaint was subsequently amended to include Micah
3 Dirden as a complainant.

4 50. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and
5 completed an investigation of the complaint, attempted conciliation without success, and
6 prepared a final investigative report. Based on the information gathered in the
7 investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that
8 reasonable cause existed to believe that Defendants violated the Fair Housing Act.
9 Accordingly, on September 30, 2020, the Secretary issued a Charge of Discrimination,
10 pursuant to 42 U.S.C. § 3610(g)(2)(A).

11 51. On October 13, 2020, Defendants to both Charges of Discrimination elected
12 to have these charges resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a).

13 52. The Secretary of HUD subsequently authorized the Attorney General to file
14 this action on behalf of Ms. Williams and Ms. Sandusky pursuant to 42 U.S.C. § 3612(o).

15 53. The Secretary of HUD subsequently authorized the Attorney General to file
16 this action on behalf of Ms. Barmettler, Mr. Ford and Ms. Dirden pursuant to 42 U.S.C.
17 § 3612(o).

18 54. The United States and Defendants entered into a written tolling agreement
19 extending the deadline for the United States to file a civil action in this matter until
20 January 14, 2021.

21 **FIRST CLAIM FOR RELIEF**

22 55. Plaintiff re-alleges and incorporates by reference the allegations set forth in
23 paragraphs 1 through 54, above.

24 56. By the actions and statements referred to in the foregoing paragraphs, all
25 Defendants have:

- 26 a. Discriminated in the rental, or otherwise made unavailable or denied, a
27 dwelling to a renter on the basis of the disability of a person associated
28 with a buyer or renter, in violation of 42 U.S.C. § 3604(f)(1);

- 1 b. Discriminated in the terms, conditions or privileges of the rental of a
2 dwelling, or in the provision of services or facilities in connection
3 therewith, on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2);
4 and
5 c. Refused to make reasonable accommodations in rules, policies, practices
6 or services, when such accommodations may be necessary to afford such
7 person equal opportunity to use and enjoy a dwelling, in violation of 42
8 U.S.C. § 3604(f)(3)(B).

9 57. As a result of the conduct of Defendants Willis E. Powell, Nichole Truax, C.
10 Nicholas Pereos and Iris Norton, described in paragraphs 20-22, Ms. Williams, Ms.
11 Sandusky, Ms. Williams' minor child and Ms. Sandusky's minor children have been
12 injured, suffered damages, and are "aggrieved persons" within the meaning of 42 U.S.C.
13 § 3602(i).

14 58. As a result of the conduct of Defendants Brownstone Apartments, LLC, Nina
15 Properties II, Inc., C. Nicholas Pereos, and Teri Morrison, described in paragraphs 23-
16 46, Ms. Barmettler, Mr. Ford and Ms. Dirden have been injured, suffered damages, and
17 are "aggrieved persons" within the meaning of 42 U.S.C. § 3602(i).

18 59. The discriminatory actions of the Defendants Willis E. Powell, Nichole
19 Truax, C. Nicholas Pereos and Iris Norton were intentional, willful, and taken in reckless
20 disregard of the rights of Ms. Williams, Ms. Sandusky, Ms. Williams' minor child and
21 Ms. Sandusky's minor children.

22 60. The discriminatory actions of the Defendants Brownstone Apartments, LLC,
23 Nina Properties II, Inc., C. Nicholas Pereos, and Teri Morrison were intentional, willful,
24 and taken in reckless disregard of the rights of Ms. Barmettler, Mr. Ford and Ms. Dirden.

25 **SECOND CLAIM FOR RELIEF**

26 61. Plaintiff re-alleges and incorporates by reference the allegations set forth in
27 paragraphs 1 through 54, above.
28

1 62. By the actions and statements referred to in the foregoing paragraphs,
2 Defendants have:

- 3 a. Coerced, intimidated, threatened, or interfered with a person in the
4 exercise or enjoyment of, or on account of her having exercised or
5 enjoyed, or on account of her having aided or encouraged any other
6 person in the exercise or enjoyment of, a right granted or protected by 42
7 U.S.C. § 3604, in violation of 42 U.S.C. § 3617.

8 63. As a result of the conduct of Defendants Brownstone Apartments, LLC, Nina
9 Properties II, Inc., C. Nicholas Pereos, and Teri Morrison described in paragraphs 23-46,
10 Ms. Barmettler, Mr. Ford and Ms. Dirden have been injured, suffered damages, and are
11 “aggrieved persons” within the meaning of 42 U.S.C. § 3602(i).

12 64. The discriminatory actions of Defendants Brownstone Apartments, LLC,
13 Nina Properties II, Inc., C. Nicholas Pereos, and Teri Morrison were intentional, willful,
14 and taken in reckless disregard of the rights of Ms. Barmettler, Mr. Ford and Ms. Dirden.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, the United States requests relief as follows:

- 17 1. A declaration that the Defendants’ actions, policies and practices, as alleged
18 herein, violate the Fair Housing Act;
- 19 2. A declaration that the discriminatory conduct of Defendants as set forth above
20 violates the Fair Housing Act;
- 21 3. An injunction prohibiting Defendants, their agents, employees, successors,
22 and all other persons in active concert or participation with any of them from:
- 23 a. Discriminating on the basis of disability, in violation of the Fair Housing
24 Act;
- 25 b. Discriminating in the terms, conditions, or privileges of sale or rental of a
26 dwelling, or in the provision of services or facilities in connection therewith,
27 on the basis of disability;
- 28

1 c. Stating any preference, limitation, or discrimination on the basis of
2 disability;

3 d. Failing or refusing to take such affirmative steps as may be necessary to
4 restore, as nearly as practicable, Ms. Williams, Ms. Sandusky, Ms. Williams'
5 minor child and Ms. Sandusky's minor children, and Ms. Barnettler, Mr.
6 Ford and Ms. Dirden to the positions they would have been in but for the
7 discriminatory conduct; and

8 e. Failing or refusing to take such affirmative steps as may be necessary to
9 prevent the recurrence of any discriminatory conduct in the future.

10 4. An award of monetary damages to Ms. Williams, Ms. Sandusky, Ms.
11 Williams' minor child and Ms. Sandusky's minor children, and to Ms. Barnettler, Mr.
12 Ford and Ms. Dirden pursuant to 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1).

13 5. The United States further requests such additional relief as the interests of
14 justice may require.

15 Dated: January 14, 2021

Respectfully submitted,

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19 United States Attorney

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