

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

HOUSING RIGHTS INITIATIVE, INC.

Plaintiff,

-against-

CENTURY 21 DAWN'S REALTY; LILIANA MARQUEZ; KELLER WILLIAMS REALTY; DANIELLE DEMATTEO; 819 TUCKAHOE ROAD CORP; PARK STERLING REALTY; THOMAS BIMONTE; 1 BRONXVILLE OWNERS CORP; LIBRETT REAL ESTATE GROUP; KATIA URRICO; EASTCHESTER ESTATES CORPORATION; EXIT REALTY GROUP; KORAB KRASNIQI; ISA MUSA; DRITA MUSA; KRESHNIK MUSA; ARA 1 REALTY GROUP, LLC; AMIR KALAIR; RAJAZMIR ASGHAR; JGERENA REAL ESTATE GROUP, LLC; LUIS ARIAS; LUCILLE ESPOSITO REALTY, LLC; JOE PAVONE; ALL WESTCHESTER REALTY, INC; MARIA MILIO; CHRISTIE REALTY, LLC; MICHAEL MORLEY; RNS REALTY CORP; MATHEW ATHIMATTAHIL; GENNARO SANTELLA; 21 PORTLAND PLACE LLC; ROGER GUEVARA; RAQUEL SOTO; PETER KHAMASHTA; NAJWA KHAMASHTA; SHAHIDUL HOSSAIN,

Defendants.

Date Filed: \_\_\_\_\_

Index No. \_\_\_\_\_  
(NYSCEF Case)

**SUMMONS**

**Plaintiff designates New York County as the place for trial: the basis of venue is the residence of the Plaintiff.**

TO THE ABOVE NAMED DEFENDANT(S):

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with this summons, to serve a notice of appearance on Plaintiff's attorneys within twenty (20) days after service of this summons, exclusive of the day of service (or, within thirty (30) days after completion of service when the service is made in any other matter than by personal delivery within the State of New York); and,

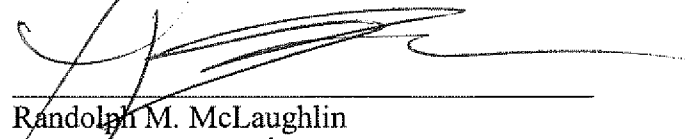
in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
June 30, 2021

Yours, etc.,

NEWMAN FERRARA LLP  
*Attorneys for Plaintiff*

By:

  
Randolph M. McLaughlin  
1250 Broadway, 27<sup>th</sup> Floor  
New York, New York 10001  
(212) 619-5400

**Defendant(s) Address(es):**

CENTURY 21 Dawn's Realty  
646 Tuckahoe Road  
Yonkers, NY 10710

Liliana Marquez  
646 Tuckahoe Road  
Yonkers, NY 10710

Keller Williams Realty  
120 Bloomingdale Road, Suite 101  
White Plains, NY 10605

Danielle DeMatteo  
120 Bloomingdale Road, Suite 101  
White Plains, NY 10605

819 Tuckahoe Road Corp  
14 Smart Avenue  
Yonkers, NY 10704

Park Sterling Realty  
17 1/2 Park Place  
Bronxville, NY 10708

Thomas Bimonte  
17 1/2 Park Place

Bronxville, NY 10708

1 Bronxville Owners Corp.  
c/o Beck Liebman Petrone, PC  
399 Knollwood Road, Suite 213  
White Plains, NY 10603

Librett Real Estate Group  
72 E Main Street  
New Rochelle, NY 10801

Katia Urrico  
72 E Main Street  
New Rochelle, NY 10801

Eastchester Estates Corporation  
Gramatan Management Inc.  
2 Hamilton Avenue, Rm 217330  
New Rochelle, NY 10801

Exit Realty Group, LLC  
985 Allerton Avenue  
Bronx, NY 10469

Korab Krasniqi  
985 Allerton Avenue  
Bronx, NY 10469

Isa Musa  
3525 Bainbridge Ave  
Bronx, NY 10467

Drita Musa  
3525 Bainbridge Ave  
Bronx, NY 10467

Kreshnik Musa  
3525 Bainbridge Ave  
Bronx, NY 10467

ARA 1 Realty Group, LLC  
1024 Yonkers Avenue  
Yonkers, NY 10704

Amir Kalair  
1024 Yonkers Avenue

Yonkers, NY 10704

Rajazmir Asghar  
1024 Yonkers Avenue  
Yonkers, NY 10704

Jgerena Real Estate Group, LLC  
1142 Castle Hill Avenue  
Bronx, NY 10462

Luis Arias  
1142 Castle Hill Avenue  
Bronx, NY 10462

Lucille Esposito Realty, LLC  
495 Odell Avenue  
Yonkers, NY 10703

Joe Pavone  
495 Odell Avenue  
Yonkers, NY 10703

All Westchester Realty, Inc.  
303 Saw Mill River Road  
Yonkers, NY 10701

Maria Milio  
303 Saw Mill River Road  
Yonkers, NY 10701

Christie Realty, LLC  
64 Pinecrest Parkway  
Hastings On Hudson, NY 10706

Michael Morley  
64 Pinecrest Parkway  
Hastings On Hudson, NY 10706

RNS Realty Corp.  
9 W Prospect Ave, Suite 210  
Mount Vernon, NY 10550

Mathew Athimattahil  
9 W Prospect Ave, Suite 210  
Mount Vernon, NY 10550

Gennaro Santella  
110 Park Lane  
West Harrison, NY 10604

21 Portland Place, LLC  
The LLC  
38 Columbus Avenue  
West Harrison, NY 10604

Roger Guevara  
51 Colin Street  
Yonkers, NY 10701

Raquel Soto  
199 Main Street  
White Plains, NY 10601

Najwa Khamashta  
226 Cook Avenue  
Yonkers, NY 10701

Peter Khamashta  
c/o Najwa Khamashta  
226 Cook Avenue  
Yonkers, NY 10701

Shahidul Hossain  
3560 Rochambeau Avenue, Unit 3F  
Bronx, NY 10467

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

HOUSING RIGHTS INITIATIVE, INC.,

Plaintiff,

-against-

CENTURY 21 DAWN'S REALTY; LILIANA MARQUEZ; KELLER WILLIAMS REALTY; DANIELLE DEMATTEO; 819 TUCKAHOE ROAD CORP; PARK STERLING REALTY; THOMAS BIMONTE; 1 BRONXVILLE OWNERS CORP; LIBRETT REAL ESTATE GROUP; KATIA URRICO; EASTCHESTER ESTATES CORPORATION; EXIT REALTY GROUP; KORAB KRASNIQI; ISA MUSA; DRITA MUSA; KRESHNIK MUSA; ARA 1 REALTY GROUP, LLC; AMIR KALAIR; RAJAZMIR ASGHAR; JGERENA REAL ESTATE GROUP, LLC; LUIS ARIAS; LUCILLE ESPOSITO REALTY, LLC; JOE PAVONE; ALL WESTCHESTER REALTY, INC; MARIA MILIO; CHRISTIE REALTY, LLC; MICHAEL MORLEY; RNS REALTY CORP; MATHEW ATHIMATTAHIL; GENNARO SANTELLA; 21 PORTLAND PLACE LLC; ROGER GUEVARA; RAQUEL SOTO; PETER KHAMASHTA; NAJWA KHAMASHTA; SHAHIDUL HOSSAIN,

Defendants.

**VERIFIED COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff the Housing Rights Initiative, Inc. ("HRI"), by and through its attorneys, NEWMAN FERRARA LLP, alleges upon personal knowledge as to itself and upon information and belief as to all other matters:

### **NATURE OF THE ACTION**

1. HRI brings this action against the above named Defendants (collectively, "Defendants") for Defendants' pattern and practice of unlawfully discriminating against persons in the rental or lease of housing accommodations based on lawful source of income.
2. The New York State Human Rights Law ("HRL"), codified at New York Executive Law Article 15 ("N.Y. Exec. Law"), prohibits owners, real estate brokers, and others from discriminating against tenants and prospective tenants based on their "lawful source of income." N.Y. Exec. Law §296(5)(a), §296(5)(c). "Lawful source of income" includes "any form of federal, state, or local public assistance or housing assistance including, but not limited to, section 8 vouchers . . ." N.Y. Exec. Law §292(32).
3. In violation of the HRL, Defendants have explicitly and systematically refused to rent apartments to tenants who intend to pay their rent with government-provided rental assistance.
4. As a result, individuals and families with rental assistance vouchers have not been able to rent apartments, causing great harm to the affected voucher-holders.
5. HRI brings this civil action against the Defendants for declaratory and injunctive relief, damages, attorneys' fees, costs, and such other remedies as may be appropriate under the HRL.

### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over Defendants pursuant to CPLR §301 *et seq.*
7. Venue in New York County is proper pursuant to CPLR §503(a) and (c).

## PARTIES

8. Plaintiff HRI is a national nonprofit housing watchdog group with its principal office located in New York County. HRI is dedicated to promoting fair and lawful housing practices. A key aspect of HRI's mission to ensure that all individuals have equal access to housing in New York. HRI expended staff time and other resources to investigate and respond to Defendants' discriminatory rental practices, which diverted resources away from other HRI activities. Additionally, Defendants' discriminatory rental practices frustrated HRI's mission to ensure all individuals have equal access to housing by making apartments unavailable to renters using Housing Choice Vouchers.
9. HRI investigates housing discrimination in various ways, including civil rights testing. Civil rights testers are persons who contact housing providers to test their compliance with applicable fair housing laws.
10. During its investigations, HRI conducted tests to inquire about the practices and policies of brokers and landlords in Westchester County. HRI's testing and investigations revealed discrimination and policies or practices of refusing to accept vouchers throughout the County, ultimately prompting HRI to take steps to address such violations of the law.
11. Defendants are residential real estate brokers and/or own, operate, control, supervise and/or manage, either directly or indirectly, the properties, all of which are located in Westchester County.
12. Defendant CENTURY 21 Dawn's Gold Realty is a corporation registered to do business in New York. At all relevant times, Defendant Century 21 Dawns Gold Realty, and its employee Defendant Liliana Marquez were in the real estate business and, among other things, brokering rental apartments in Yonkers, New York.



13. Defendant Keller Williams Realty is a corporation registered to do business in New York.

At all relevant times, Defendant Keller Williams Realty and its employee Defendant Danielle Dematteo were in the real estate business and, among other things, were brokering rental apartments in Yonkers, New York.

14. Defendant 819 Tuckahoe Road Corp is a corporation registered to do business in New York. Upon information and belief, 819 Tuckahoe Road Corp was the owner of the unit at 819 Tuckahoe Road, Yonkers, New York 10710 and utilized the real estate services of Defendant Danielle Dematteo, an employee of Defendant Keller Williams Realty.

15. Defendant Park Sterling Realty is a corporation registered to do business in New York. At all relevant times, Defendant Park Sterling Realty and its employee Defendant Thomas Bimonte were in the real estate business and, among other things, were brokering rental apartments in Bronxville, New York.

16. Defendant 1 Bronxville Owners Corp. is a property owner in Bronxville. Upon information and belief, 1 Bronxville Owners Corp. was the owner of the unit at 1 Bronxville Road #2G, Bronxville, New York 10708 and utilized the real estate brokering services of Defendant Thomas Bimonte, an employee of Defendant Park Sterling Realty.

17. Defendant Librett Real Estate Group is a corporation registered to do business in New York. At all relevant times, Defendant Librett Real Estate Group, and its employee Defendant Katia Urrico were in the real estate business and, among other things, were brokering rental apartments in Bronxville, New York.

18. Defendant Eastchester Estates Corporation is a corporation registered to do business in New York. Upon information and belief, Defendant Eastchester Estates Corporation was the owner of the unit at 2 Lockwood Avenue #4E, Bronxville, New York 10708 and

utilized the real estate services of Defendant Katia Urrico, an employee of Defendant Librett Real Estate Group.

19. Defendant EXIT Realty Group is a corporation registered to do business in New York. At all relevant times, Defendant EXIT Realty Group and its employee Defendant Korab Krasniqi were in the real estate business and, among other things, were brokering rental apartments in Yonkers, New York.

20. Defendant Isa Musa, Defendant Drita Musa, and Defendant Kreshnik Musa are property owners in Yonkers, New York. Upon information and belief, Defendant Isa Musa, Defendant Drita Musa, and Defendant Kreshnik Musa owned the rental property at 40 Winnebago Road #1, Yonkers, New York 10710 and utilized the real estate services of Defendant Korab Krasniqi, an employee of Defendant EXIT Realty Group.

21. Defendant ARA 1 Realty Group, LLC is a corporation registered to do business in New York. At all relevant times, Defendant ARA 1 Realty Group, LLC, and its employees Defendant Amir Kalair and Defendant Rajazmir Asghar were in the real estate business and, among other things, were brokering rental apartments in Yonkers, New York.

22. Defendant Jgerena Real Estate Group, LLC, is a corporation registered to do business in New York. At all relevant times, Defendant Jgerena Real Estate Group, LLC and its employee Defendant Luis Arias were in the real estate business and, among other things, were brokering rental apartments in Yonkers, New York.

23. Defendant Lucille Esposito Realty, LLC is a corporation registered to do business in New York. At all relevant times, Defendant Lucille Esposito Realty, LLC and its employee Defendant Joe Pavone were in the real estate business and, among other things, were brokering rental apartments in Yonkers, New York.

24. Defendant All Westchester Realty, Inc. is a corporation registered to do business in New York. At all relevant times, Defendant All Westchester Realty, Inc. and its employee Defendant Maria Milio, were in the real estate business and, among other things, were brokering rental apartments in Yonkers, New York.
25. Defendant Christie Realty, LLC is a corporation registered to do business in New York. At all relevant times, Defendant Christie Realty, LLC, and its employee Defendant Michael Morley, were in the real estate business and, among other things, were brokering rental apartments in Yonkers, New York.
26. Defendant RNS Realty Corp is a corporation registered to do business in New York. Upon information and belief, Defendant RNS Realty Corp was the owner of the unit at 5 Monroe Street #B5, Mount Vernon, New York 10550. At all relevant times, Defendant RNS Realty Corp and its CEO Mathew Athimattahil were in the real estate business and, among other things, were brokering the rental of the apartment at 5 Monroe Street.
27. Defendant Gennaro Santella is involved in the renting and leasing of apartments in New York. At all relevant times, Defendant Gennaro Santella was in the real estate business and, among other things, was brokering rental apartments in Yonkers, New York.
28. Defendant 21 Portland Place LLC is a corporation registered to do business in New York. Upon information and belief, 21 Portland Place LLC was the owner of the unit at 21 Portland Place #1, Yonkers, NY 10703 and utilized the real estate services of Defendant Gennaro Santella.
29. Defendant Roger Guevara is involved in the rental and leasing of properties in New York. At all relevant times, Defendant Roger Guevara was in the real estate business, and among other things, was brokering the rental of apartments in Yonkers, New York.

30. Defendant Raquel Soto is involved in the renting and leasing of apartments in New York.

At all relevant times, Defendant Raquel Soto was in the real estate business, and among other things, was brokering the rental apartment at 781 Palmer Road #3A, Bronxville, New York 10708.

31. Defendant Peter Khamashta and Defendant Najwa Khamashta are property owners in Bronxville, New York. Upon information and belief, Peter Khamashta and Najwa Khamashta were owners of the unit and were brokering the rental of the apartment at 24 Tunis Avenue #1, Bronxville, New York 10708.

32. Defendant Shahidul Hossain is a property owner in Yonkers, New York. Upon information and belief, Defendant Shahidul Hossain owned the rental property at 117 Wakefield Avenue #1, Yonkers, New York 10704.

### **FACTS**

#### **A. The Housing Choice Voucher Program**

33. The Section 8 Housing Choice Voucher Program is a federally funded housing subsidy program designed to allow low-income families to obtain safe, decent, and affordable housing.

34. The Housing Choice Vouchers, also called "Section 8 vouchers," are tenant-based subsidies that are not linked to any particular housing complex, building, or unit, but rather enable families with a Housing Choice Voucher to rent housing on the private market, at market rates, provided the rent does not exceed certain standards set by the Program.

#### **B. Defendants' Rental Operations**

35. As real estate brokers and/or owners or operators of residential real estate, Defendants are required to comply with anti-discrimination laws under the HRL.
36. At all times relevant to this Complaint, the monthly rent charged by Defendants at each of the properties did not exceed the Housing Choice Voucher Program's maximum allowable rent.
37. Defendants, their employees and/or their agents, stated to HRI's testers that Defendants would not accept Section 8 vouchers as a source of payment for rent at the subject properties.
38. Defendants' acts, policies, and practices constitute impermissible discrimination based on source of income.

**C. Defendants' Discriminatory Policies and Practices**

39. On December 7, 2020, an HRI tester posing as a prospective tenant contacted Liliana Marquez, an employee of Century 21 Dawn's Gold Realty, at (917) 724-6320, regarding an available apartment at 338 Walnut Street #2, Yonkers, New York 10701. The Trulia listing advertised a three bedroom, one bathroom apartment for \$1,900 per month. The representative who answered the phone identified herself as "Liliana" and confirmed the apartment was available. When the tester asked if she would be able to use a Section 8 voucher, the representative said "no because it's the first time that she's renting and she don't know how to work with the programs yet." Upon information and belief, Century 21 Dawns Gold Realty and its employee Liliana Marquez, performed the complained-of actions on behalf of the property owner and were acting as agents of the property owner.
40. On December 14, 2020, an HRI tester posing as a prospective tenant contacted Danielle Dematteo, an employee of Keller Williams Realty, at (845) 803-3142, regarding an

available apartment at 819 Tuckahoe Road, Yonkers, New York 10710. At all times relevant to this suit and upon information and belief, 819 Tuckahoe Road was owned by 819 Tuckahoe Road Corp. The Trulia listing advertised a three bedroom, two bathroom apartment for \$2,600 per month. The representative who answered the phone identified herself as “Danielle” and confirmed the apartment was available. When the tester asked “does he accept Section 8 vouchers?” the representative responded saying “uh, no, he does not.” Upon information and belief, Keller Williams Realty and its employee Danielle Dematteo performed the complained-of actions on behalf of 819 Tuckahoe Road Corp. and were acting as agents of 819 Tuckahoe Road Corp. at the time of the tester’s inquiry.

41. On December 1, 2020, an HRI tester posing as a prospective tenant, called Thomas Bimonte, an employee of Park Sterling Realty, at (914) 403-8537, regarding an available apartment at 1 Bronxville Road #2G, Bronxville, New York 10708. At all times relevant to this suit, 1 Bronxville Road #2G, was owned by 1 Bronxville Owners Corp. The Trulia listing advertised a one bedroom, one bathroom apartment for \$1,800 per month. The representative on the phone identified himself as “Tom” and indicated the apartment was available. When the tester inquired about Section 8, the representative said he would have to speak with the owner. Thereafter, in a text message thread, Mr. Bimonte wrote, “owner will not take Section 8.” Upon information and belief, Park Sterling Realty and its employee Thomas Bimonte performed the complained-of actions on behalf of 1 Bronxville Owners Corp. and were acting as agents of 1 Bronxville Owners Corp. at the time of the tester’s inquiry.

42. On December 1, 2020, an HRI tester posing as a prospective tenant contacted Katia Urrico, an employee of Librett Real Estate Group, at (914) 574-9278, regarding an available



apartment at 2 Lockwood Avenue #4E, Bronxville, New York 10708. At all times relevant to this suit and upon information and belief, 2 Lockwood Ave #4E, was owned by Eastchester Estates Corporation. The Trulia listing advertised a one bedroom, one bathroom apartment for \$1,750 per month. The representative who answered the text-message indicated the apartment was available. When the tester inquired about Section 8 in a text message, the representative responded saying “I don’t think the building allows it I will double check.” The tester was then told the following day that “unfortunately the building does not accept vouchers.” Upon information and belief, Librett Real Estate Group and its employee Katia Urrico performed the complained-of actions on behalf of Eastchester Estates Corporation and were acting as agents of Eastchester Estates Corporation at the time of the tester’s inquiry.

43. On February 10, 2021, an HRI tester posing as a prospective tenant contacted Korab Krasniqi, an employee of EXIT Realty Group, at (917) 809-5859, regarding an available apartment at 40 Winnebago Road #1, Yonkers, New York 10710. At all times relevant to this suit, 40 Winnebago Road #1 was owned by Isa Musa, Drita Musa, and Kreshnik Musa. The Trulia listing advertised a one bedroom, one bathroom apartment for \$1,700 per month. The representative who answered the phone identified himself as “Korab” and indicated the apartment was available. When the tester inquired about using a Section 8 voucher, the representative replied “no, they’re not allowing any voucher programs in the unit, miss.” Upon information and belief, EXIT Realty Group and its employee Korab Krasniqi, performed the complained-of actions on behalf of Isa Musa, Drita Musa, and Kreshnik Musa and were acting as agents of Isa Musa, Drita Musa, Kreshnik Musa.

44. On December 14, 2020, an HRI tester posing as a prospective tenant contacted Amir Kalair, an employee of ARA 1 Realty Group, LLC, at (914) 482-7935, regarding an available apartment at 2 Royal Street #1, Yonkers, New York 10704. The Trulia listing advertised a two bedroom, one bathroom apartment for \$2,000 per month. The representative who answered the phone identified himself as "Amir" and confirmed the availability of the apartment. When the tester inquired about using a Section 8 voucher, the representative said he would have to ask the landlord. When the tester followed up about using a voucher, the representative said "yeah I spoke to him but he's not taking." When the tester confirmed that the landlord would not accept the voucher, the representative said "yeah he said no." Upon information and belief, ARA 1 Realty Group, LLC and its employee Amir Kalair performed the complained-of actions on behalf of the property owner and were acting as agents of the property owner at the time of the tester's inquiry.
45. On December 3, 2020, an HRI tester posing as a prospective tenant contacted Rajazamir Asghar, an employee of ARA 1 Realty Group, LLC, at (914) 494-5657, regarding an available apartment at 234 Cook Avenue, Yonkers, New York 10701. The Trulia listing advertised a three bedroom, two bathroom apartment for \$2,900 per month. The representative who answered the phone was identified as "Rajazamir" and confirmed the apartment was available. When the tester inquired about using a Section 8 voucher, the representative said "uh, they're not taking Section 8 there." Upon information and belief, ARA 1 Realty Group, LLC and its employee Rajazamir Asghar performed the complained-of actions on behalf of the property owner and were acting as agents of the property owner.
46. On December 1, 2020, an HRI tester posing as a prospective tenant, contacted a property manager at (347) 335-8090, regarding an available apartment in Yonkers, New York



10704. Upon information and belief, the property manager was Luis Arias, an employee of Jgerena Real Estate Group, LLC. The Trulia listing advertised a one bedroom, one bathroom apartment for \$1,600 per month. An HRI tester text-messed the phone number on the Trulia listing, but never received a response. However, the description of the apartment on Trulia stated “no programs.” Upon information and belief, Jgerena Real Estate Group, LLC and its employee Luis Arias performed the complained-of actions on behalf of the property owner and were acting as agents of the property owner at the time of the tester’s inquiry.

47. On December 15, 2020, an HRI tester posing as a prospective tenant contacted Joe Pavone, an employee of Lucille Esposito Realty, LLC at (914) 357-7843, regarding an available apartment at 236 Mary Lou Avenue, Yonkers, New York 10703. The Trulia listing advertised a three bedroom, two bathroom apartment for \$2,850 per month. The representative who answered the phone confirmed the apartment was available. When the tester inquired about using a Section 8 voucher, the representative said he would have to check with the owner. When the tester followed up, the representative said “no he’s not accepting Section 8 programs, does not accept any programs really.” Upon information and belief, Lucille Esposito Realty, LLC and its employee Joe Pavone performed the complained-of actions on behalf of the property owner and were acting as agents of the property owner.

48. On December 8, 2020, an HRI tester posing as a prospective tenant contacted a property manager at (914) 906-7722, regarding an available apartment at 181 Park Avenue #2, Yonkers, New York 10703. Upon information and belief, the property manager was Maria Milio, an employee of All Westchester Realty, Inc. The Trulia listing advertised a two

bedroom, one bathroom apartment for \$1,995 per month. The representative who answered the phone confirmed the apartment was available. When the tester inquired about using a Section 8 voucher, the representative said “yeah they don’t do Section 8, that’s the problem.” Upon information and belief, All Westchester Realty and its employee Maria Milio performed the complained-of actions on behalf of the property owner and were acting as agents of the property owner.

49. On December 3, 2020, an HRI tester posing as a prospective tenant contacted Michael Morley, an employee of Christie Realty, LLC, at (914) 882-6606, regarding an available apartment at 47 Gramatan Drive #1, Yonkers, New York 10701. The Trulia listing advertised a two bedroom, one bathroom apartment for \$2,400 per month. The representative who answered the phone confirmed the apartment was available. When the tester inquired about using a Section 8 voucher, the representative asked many questions about how much the voucher was for and how much the tester would be responsible for and then said “yeah, I don’t know. I know they told me earlier they weren’t interested in that but I can run it by them again, see, I don’t know.” When the tester followed up, the representative said “I spoke to them, they said no, won’t want to get vouchers.” Upon information and belief, Christie Realty, LLC and its employee Michael Morley performed the complained-of actions on behalf of the property owner and were acting as agents of the property owner.

50. On December 16, 2020, an HRI tester posing as a prospective tenant called a property manager at (914) 396-8669, regarding an available apartment at 5 Monroe Street #B5, Mount Vernon, New York 10550. Upon information and belief, the property manager was Mathew Athimattathil. At all times relevant to this suit and upon information and belief, 5

Monroe Street #B5, was owned by RNS Realty Corp. The Trulia listing advertised a one bedroom, one bathroom apartment for \$1,450 per month. The representative who answered the phone confirmed the apartment was still available. At the close of the conversation, the representative said “ok we don’t take no programs, ok?” The tester responded saying “oh, no programs? I have a Section 8 voucher, that wouldn’t work?” The representative then said “no.” Upon information and belief, the Mathew Athimattathil performed the complained-of actions on behalf of RNS Realty Corp and was acting as an agent of RNS Realty Corp.

51. On January 7, 2021, an HRI tester posing as a prospective tenant contacted Gennaro Santella, at (914) 261-9734, regarding an available apartment at 21 Portland Place #1, Yonkers, New York 10703. At all times relevant to this suit and upon information and belief, 21 Portland Place #1 was owned by 21 Portland Place LLC. The Trulia listing advertised a two bedroom, one bathroom apartment for \$1,700 per month. The representative who answered the phone identified himself as “Gennaro” and confirmed the apartment was available. When the tester inquired about using a Section 8 voucher, the representative said “yeah no I put on my posting that I’m not accepting any programs,” and when the tester said she did not see that in the description, he said “no worries, I’m not accepting any programs.” Upon information and belief, Gennaro Santella performed the complained-of actions on behalf of 21 Portland Place LLC and was acting as an agent of 21 Portland Place LLC.

52. On January 6, 2021, an HRI tester posing as a prospective tenant contacted Roger Guevara at (914) 755-2260, regarding an available apartment in Yonkers, New York 10701. The Trulia listing advertised a three bedroom, one bathroom apartment for \$2,200 per month.

The representative who answered the phone identified himself as “Roger” and confirmed the apartment was available. When the tester inquired about using a Section 8 voucher, the representative said “I have to check with the owner because he didn’t tell me specifically.” In the tester’s follow-up text-message, the representative wrote “I managed to get a hold of the owners [and] they declined subsidize housing assistance because of the paperwork that must be submitted.” Upon information and belief, Roger Guevara performed the complained-of actions on behalf of the property owner and was acting as an agent of the property owner.

53. On December 1, 2020 an HRI tester posing as a prospective tenant contacted Raquel Soto at (914) 594-5587, regarding an available apartment at 781 Palmer Road #3A, Bronxville, New York 10708. The Trulia listing advertised a one bedroom, one bathroom apartment for \$1,775 per month. The representative who answered the phone identified herself “Raquel” and indicated the apartment was available. When the tester inquired about using a Section 8 voucher, the representative said “but he doesn’t want to take Section 8.” Upon information and belief, Raquel Soto performed the complained-of actions on behalf of the property owner and was acting as an agent of the property owner at the time of the tester’s inquiry.

54. On December 7, 2020, an HRI tester posing as a prospective tenant contacted a property manager at (914) 260-8910, regarding an apartment at 24 Tunis Avenue #1, Bronxville, New York 10708. At all times relevant to this suit and upon information and belief, 24 Tunis Ave #1 is owned by Peter Khamashta and Najwa Khamashta. The Trulia listing advertised a three bedroom, one bathroom apartment for \$2,850 per month. When the tester contacted the phone number on the listing, the person who answered the phone identified

himself as “Peter” and indicated the apartment was available. When the tester inquired about using a Section 8 voucher, the property manager said “no, we don’t accept Section 8, ma’am.” Upon information and belief, the property manager performed the complained-of actions on behalf of the Peter Khamashta and Najwa Khamashta.

55. On December 1, 2020, an HRI tester posing as a prospective tenant contacted a property manager at (347) 761-6935, regarding an available apartment at 117 Wakefield Ave #1, Yonkers, New York 10704. At all times relevant to this suit, 117 Wakefield Avenue #1 was owned by Shahidul Hossain. The Trulia listing advertised a one bedroom, one bathroom apartment for \$1,150 per month. The representative who answered the phone confirmed the apartment was available. When the tester inquired about using a Section 8 voucher, the representative said “Section 8, no, I don’t take Section 8.” Upon information and belief, the property manager performed the complained-of actions on behalf of Shahidul Hossain and was acting as an agent of Shahidul Hossain.

56. As alleged herein, the refusals to accept vouchers were clear and unambiguous.

57. Upon information and belief, and based on the statements Defendants and their representatives made to HRI testers during the calls described above, Defendants have policies or practices of refusing to accept Housing Choice Vouchers at the subject properties, which Defendants are owners of or persons with permission to rent or lease.

58. By their acts, policies, and practices, Defendants refused to rent to individuals who intend to use Housing Choice Vouchers at their rental properties. In doing so, Defendants unlawfully discriminate against renters based on their source of income.

#### **HARM TO HRI AND THE COMMUNITIES IT SERVES**

59. Defendants’ unlawful conduct has harmed HRI and the communities that it serves.



60. As part of HRI's mission to ensure all New Yorkers have equal access to housing, HRI employed a testing program to monitor compliance with federal, state, and local civil rights laws that prohibit discrimination against members of legally protected classes. If HRI discovers housing discrimination, HRI undertakes broad remedial efforts to eliminate the discrimination in order to further its goals of promoting fair housing and eliminating unfair real estate practices.
61. When HRI finds discrimination, it diverts resources to address the problem through education and outreach, advocacy, training, collaboration and, if necessary, enforcement. Because it is not only important to remedy past discrimination but to take steps to prevent similar future discrimination from occurring, the activities used in this effort have included education and outreach to affected or potentially affected populations, the public at large, enforcement agencies, schools, houses of worship, and the owners and employees of entities engaged in discriminatory activity. HRI also monitors the persons or entities engaged in discriminatory conduct for future compliance with applicable laws. With respect to source of income discrimination, HRI has used all of these measures.
62. When HRI became aware of the widespread source of income discrimination in New York's housing markets, and more specifically in Westchester County, HRI diverted time and financial resources to fully investigate and identify the extent of the unlawful practices through its testing program. In addition to the testing, HRI made the following efforts:
- Creating and providing educational materials to schools, churches, and other local partners informing them of the discrimination HRI discovered, the rights of prospective tenants, and the responsibilities of landlords and brokers concerning source of income discrimination;

- Creating and publishing website content for HRI's website about source of income discrimination in Westchester County;
- Communicating with the Division of Human Rights to discuss HRI's findings;
- Outreach to local elected officials in Westchester County to discuss HRI's findings; and
- Outreach directly to the Defendants to educate them about their responsibilities as landlords and brokers.

63. The diversion of HRI's resources to address Defendants' discrimination has reduced HRI's ability to further its other efforts, including their advocacy in New York State's rent stabilization laws and tax benefit programs, among other matters.

64. Defendants' wrongdoing will continue to injure HRI by frustrating its mission to promote fair housing opportunities in New York State, and will require HRI to continue to divert its resources to combat practices that deny housing opportunities to voucher holders, preventing HRI from continuing its other advocacy work on behalf of tenants.

#### **CLAIM FOR RELIEF**

(New York State Human Rights Law)

65. Plaintiff restates and incorporates by reference the preceding paragraphs as if fully set forth herein.

66. Plaintiff is a "person" within the meaning of the New York State Human Rights Law. The HRL defines a "person" as including "one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers." N.Y. Exec. Law §292(1).

67. Defendants are brokers and/or owners of housing accommodations and/or have the right to approve the rental of housing accommodations located in New York State.

68. The HRL defines a “housing accommodation” broadly to include “any building, structure, or portion thereof which is used or occupied or is intended, arranged or designed to be used or occupied, as the home, residence or sleeping place of one or more human being.” N.Y. Exec. Law §292(10).

69. The HRL provides that it shall be an “unlawful discriminatory practice for the owner, lessee, sub-lessee, assignee, or managing agent of, or other person having the right to sell, rent or lease a housing accommodation,” among others

to refuse to sell, rent, lease or otherwise to deny or withhold from any person or group of persons such a housing accommodation because of the race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, *lawful source of income* or familial status of such person or persons, or to represent that any housing accommodation or land is not available for inspection, sale, rental or lease when in fact it is available to do so.

(Emphasis added). N.Y. Exec. Law §296(5)(a)(1).

70. The HRL also makes it an “unlawful discriminatory practice for the owner, lessee, sub-lessee, assignee, or managing agent of, or other person having the right to sell, rent or lease a housing accommodation,” among others

to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for the purchase, rental or lease of such housing accommodation or to make any record or inquiry in connection with the prospective purchase, rental or lease of such a housing accommodation which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, *lawful source of income* or familial status, or any intent to make any such limitation, specification or discrimination.

(Emphasis added). N.Y. Exec. Law §296(5)(a)(3).

71. The HRL defines “lawful source of income” to include “child support, alimony, foster care subsidies, income derived from social security, or any form of federal, state, or local public



assistance or housing assistance including, but not limited to, section 8 vouchers . . .” N.Y. Exec. Law §292(36).

72. Defendants as owners, landlords, persons with the right to rent or lease property, or agents or employees thereof, with respect to the subject properties, engaged in a pattern or practice of discriminating against voucher-holders by refusing to rent or lease apartments to them based on lawful source of income, in violation of N.Y. Exec. Law §296.
73. HRI has suffered injury as a result of Defendants’ actions.
74. Under the HRL, a Plaintiff may seek actual damages, punitive damages, injunctive relief, and reasonable attorneys’ fees and costs.
75. By reason of the foregoing, HRI is entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys’ fees and costs.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests judgment against Defendants as follows:

- a. Declaring that Defendants' discriminatory practices violate the New York State Human Rights Law, New York Executive Law §296;
- b. Enjoining Defendants, Defendants' agents, employees, and successors, and all other persons in active concert or participation from:
  - (i) Denying or withholding housing, or otherwise making housing unavailable on the basis of lawful source of income;
  - (ii) Making, printing, or publishing any statement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination on the basis of lawful source of income;
  - (iii) Making any record or inquiry in connection with the prospective purchase, rental, or lease of any housing accommodation which expresses, directly or indirectly, any limitation, specification or discrimination as to lawful source of income;
  - (iv) Representing to any person because of lawful source of income that a dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available and by limiting information, by word or conduct, regarding suitably priced dwellings for inspection, sale, or rental because of lawful source of income;
  - (v) Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling because of source of income;
  - (vi) Aiding, abetting, inciting, compelling, or coercing the doing of any of the acts forbidden by the New York State Human Rights Law; and

- (vii) Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of any rights granted or protected by the New York State Human Rights Law;
- c. Enjoining Defendants and their agents, employees, and successors, and all other persons in active concert or participation to:
  - (i) Make all necessary modifications to their policies, practices, and procedures to comply with fair housing laws;
  - (ii) Train all management, agents, and employees on fair housing laws;
  - (iii) Display an Equal Opportunity logo (or statement to that effect) on all advertisements for rental property and display HUD, state, and local fair housing fosters in all offices;
  - (iv) Allow monitoring of their advertising, listings, showing of apartments, application process, and rental decisions;
  - (v) Retain records to allow for appropriate monitoring;
  - (vi) Develop written procedures on rental process and fair housing policy to be distributed to all staff, tenants, and rental applicants; and
  - (vii) Establish a system so that their employees and agents can be tested for unlawful discriminatory practices;
- d. Awarding such damages to Plaintiff Housing Rights Initiative as will fully compensate it for the diversion of resources and frustration of mission caused by Defendants' unlawful practices;
- e. Awarding punitive damages to Plaintiff;

- f. Awarding Plaintiff reasonable attorneys' fees, costs, and expenses incurred in prosecuting this action; and
- g. Granting Plaintiffs such other and further relief as may be just and proper.

**A JURY TRIAL IS DEMANDED**

DATED: New York, New York  
June 30, 2021

**NEWMAN FERRARA LLP**

By: 

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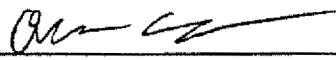
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*Counsel for Plaintiff*

VERIFICATION

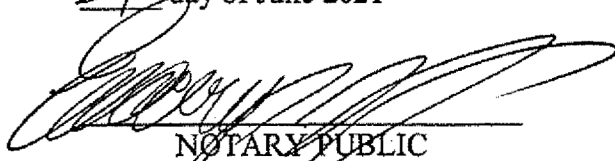
STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF MANHATTAN            )

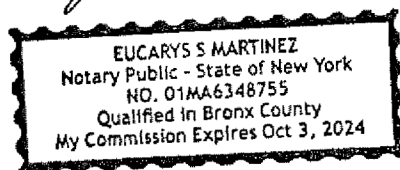
Aaron Carr, being duly sworn, deposes and says that deponent is the founder and Executive Director of the Plaintiff in the within action, that he has read the foregoing Complaint and knows the contents thereof, that the same is true to Deponents own knowledge, except as to the matters stated therein to be alleged on information and belief, and that as to those matters deponent believes to be true.

  
\_\_\_\_\_  
Aaron Carr

Sworn to before me this

29 day of June 2021

  
\_\_\_\_\_  
NOTARY PUBLIC



*cd/20/2021*