

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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LONG ISLAND HOUSING SERVICES, INC.,	:
LISA WILLIAMS, MAURICE WILLIAMS, DIANE	:
SAUNDERS, CRATINA CLARK, LAQUAN	:
CLARK, ANDREA MILANO, SARINA RIEHL,	:
AND CHARLES GROSS,	:
	:
Plaintiffs,	:
	:
v.	:
	:
VILLAGE OF MASTIC BEACH and TIMOTHY	:
BROJER, in his individual and official capacities,	:
	:
Defendants.	:
----- X	

Case No. \_\_\_\_\_

**COMPLAINT AND DEMAND  
FOR JURY TRIAL**

Plaintiffs Long Island Housing Services, Inc., Lisa Williams, Maurice Williams, Diane Saunders, Cratina Clark, LaQuan Clark, Andrea Milano, Sarina Riehl, and Charles Gross, by and through their undersigned attorneys, as and for their Complaint allege as follows:

### I. NATURE OF ACTION

1. By this action for violations of the Fair Housing Act, the Due Process and Equal Protection Clauses of the U.S. Constitution, and the Suffolk County Human Rights Law, Plaintiffs seek redress for the ongoing unlawful housing practices of Defendant Village of Mastic Beach (the "Village" or "Mastic Beach"), Defendant Timothy Brojer, and others acting with, or on behalf of, the Village. This action challenges Defendants' discriminatory acts and practices designed to prevent African American renters from residing in Mastic Beach. Specifically, Defendants have engaged in a pattern of using their authority over the housing code enforcement and rental permit processes to unlawfully evict low-income African American individuals and their families from their homes, without cause, without notice, and without due process. Defendants harassed and intimidated these tenants, and the landlords who rented to them, all in a

concerted and coordinated effort to drive low-income African American individuals and their families out of the area.

2. By these and other discriminatory and illegal acts, Defendants have violated Plaintiffs' rights under the Fair Housing Act, 42 U.S.C. §§ 3604(a), 3604(b), 3604(c) and 3617; the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982; the Civil Rights Act of 1871, 42 U.S.C. § 1983; the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the United States Constitution; and Suffolk County Code, § 528-9.

## II. INTRODUCTION

3. This action is brought by six tenants and two landlords, who either lived in Mastic Beach, New York at the time of the unlawful actions by Defendants or did business in Mastic Beach, New York, and by one fair housing organization. The Plaintiff tenants are all African American and have received housing assistance through the Section 8 Housing Choice Voucher Program, commonly referred to as "Section 8," and/or a New York state-funded housing voucher program.

4. Mastic Beach is located in the southeast part of the Town of Brookhaven in Suffolk County, New York and became an incorporated village in 2010. Support for incorporating as a village was based primarily on the desire to turn Mastic Beach into a more upscale summer (rather than year-round) rental community. To do this, according to one Village Trustee, the Village would need to "get rid of undesirables," which included residents who received government housing assistance, most of whom were minorities, including African Americans. Through incorporation, Mastic Beach gained control over housing code enforcement and the issuance of rental permits, which previously had been administered by the Town of Brookhaven.

5. Since incorporating, the Village has abused its newfound powers over the rental permit and code enforcement processes by waging an aggressive campaign against low-income African American tenants and their landlords intended to drive these tenants out of the Village. Defendants have condemned homes or found them unfit for human habitation without sufficient grounds, and then wrongfully evicted the tenants and their families in violation of procedural safeguards for such evictions. Defendants then continuously pressured and intimidated these residents and their landlords in an effort to drive them out of Mastic Beach. Because of these callous and illegal discriminatory policies and practices, Plaintiffs have been and will continue to be deprived of basic due process protections and the opportunity to live peacefully in Mastic Beach free from discrimination, harassment, and intimidation.

6. Plaintiffs bring this case to enjoin Mastic Beach's racially motivated and discriminatory housing policies and practices and its denial of due process of the law. These policies and practices unlawfully deny equal access to housing and discriminate on the basis of race and color in violation of the United States Constitution and federal and local civil rights laws. Plaintiffs seek a declaratory judgment, injunctive and equitable relief, compensatory and punitive damages, and attorneys' fees and costs.

### **III. JURISDICTION AND VENUE**

7. Jurisdiction is conferred on this Court by: 28 U.S.C. § 1331, because this action arises under the Constitution and laws of the United States; 28 U.S.C. § 1343, which grants jurisdiction over cases brought under 42 U.S.C. § 1983 and any Act of Congress providing for the protection of civil rights; and 42 U.S.C. § 3613, because Defendants' actions violated Plaintiffs' federal statutory rights to fair housing. This Court has supplemental jurisdiction over Plaintiffs' claim for housing discrimination brought under Suffolk County Human Rights Law,

Suffolk County Code, § 528-13(R)(1). Plaintiffs' claim for declaratory, monetary and injunctive relief is authorized by 42 U.S.C. § 3613(c), 28 U.S.C. §§ 2201 and 2202, and Rules 57 and 65 of the Federal Rules of Civil Procedure.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and (c). Defendants all reside in this judicial district, the events or omissions giving rise to the claims herein occurred in this judicial district, and the property at issue is situated in this judicial district.

#### IV. PARTIES

##### Plaintiffs

9. Plaintiffs **Lisa Williams** and **Maurice Williams** are a low-income African American couple and reside in Mastic Beach with their children. In April 2008, they moved into a Mastic Beach rental house in a neighborhood that was predominantly white and owner-occupied. The family had a Section 8 voucher administered by the Community Development Corporation of Long Island ("CDC").

10. Plaintiff **Diane Saunders**, who is also African American, was the Williams's landlord and is the owner of the house they rented. Saunders is a resident of Freeport, New York.

11. As a result of Defendants' discriminatory and hostile building code enforcement and rental permit practices, the Williams were unlawfully forced to leave their home without cause and without due process of the law. Defendants continued to unlawfully harass the Williams family and any potential new landlords in an effort to prevent the family from living in the area. Defendants also unlawfully harassed and intimidated Saunders as part of their efforts to

prevent her from renting to the Williams. Both the Williams and Saunders have been injured by, and are victims of, Defendants' discriminatory code enforcement and rental permit practices.

12. Plaintiffs **Cratina Clark** and **LaQuan Clark** are a low-income African American couple and live in Mastic Beach with their young children. In or about late 2012, they moved into a Mastic Beach rental house. The family has a New York State rental subsidy administered by the Suffolk County Department of Social Services ("DSS").

13. Plaintiff **Andrea Milano** is the Clarks's landlord and owner of the house they rent. Milano is a resident of Eastport, New York.

14. As a result of Defendants' discriminatory and hostile building code enforcement and rental permit practices, the Clarks and their young children were unlawfully evicted from their home without cause and without due process of the law. The Clarks and Milano were then constantly coerced and harassed in an effort to prevent the Clark family from moving back into Milano's rental property. Both the Clarks and Milano have been injured by, and are victims of, Defendants' discriminatory code enforcement and rental permit practices.

15. Plaintiffs **Sarina Riehl** and **Charles Gross** are a low-income African American couple who, since the unlawful eviction described herein, have been moving between several homeless shelters within Suffolk County, New York. They initially moved into a rental home in Mastic Beach in 2007 and received a Section 8 voucher administered by the Nassau County Office of Housing and Community Development.

16. As a result of Defendants' discriminatory and hostile building code enforcement and rental permit practices, Riehl and Gross and their children were unlawfully evicted from their home without cause and without due process of the law. Since that time, Riehl and Gross have been forced to live in homeless shelters with their children, and have been subject to

continued harassment by Defendants in an effort to drive them out of Mastic Beach. Riehl and Gross have been injured by, and are victims of, Defendants' discriminatory code enforcement and rental permit practices.

17. Plaintiff **Long Island Housing Services, Inc. ("LIHS")** is a non-profit fair housing organization serving Long Island, New York and is organized under the laws of New York. Its principal place of business is in Bohemia, New York.

18. LIHS's mission is to (a) promote equal housing opportunity and racial and economic integration, and (b) reduce and eliminate housing discrimination. This mission includes ensuring that people of all races and ages, as well as those with disabilities, have equal access to housing in Long Island. LIHS pursues these goals by providing counseling services to individuals and families about fair housing, fair lending, and landlord/tenant rights, homelessness prevention, mortgage default, mortgage rescue scams, pre-purchase and rental strategies, and government assisted housing programs. LIHS also provides foreclosure prevention counseling and legal services.

19. LIHS promotes compliance with fair housing laws by (a) conducting fair housing investigations, including testing, gathering evidence, and assessing claims; (b) assisting victims of discrimination to file administrative complaints or judicial complaints and making referrals for legal representation; (c) providing education and outreach for both housing consumers and industry-related providers; and (d) serving as a clearinghouse for housing-related information.

20. LIHS has expended time and resources to monitor and counteract the effects of Defendants' discriminatory conduct, including seeking information from the Village on its policies and practices regarding rental permits and condemning homes or declaring them unfit for human habitation, identifying Mastic Beach residents affected by the Village's discriminatory

conduct, and investigating the circumstances under which such residents were forced from their homes. As a result of these efforts, which LIHS has taken specifically in response to Defendants' conduct, LIHS has had to divert its resources away from other planned activities and campaigns to eradicate other forms of housing discrimination.

21. Defendants' actions have frustrated LIHS's mission by interfering with the right of people in Mastic Beach to equal housing opportunity and racially integrated housing. LIHS's mission has been directly harmed by Mastic Beach's continued efforts to unlawfully evict low-income African American tenants from their homes without cause and without due process of the law and to harass and intimidate these tenants and their landlords in order to drive low-income and African American individuals and families out of Mastic Beach.

#### **Defendants**

22. Defendant **Village of Mastic Beach** is a municipal corporation organized under the laws of the State of New York in 2010, having its principal offices located at 369 Neighborhood Road, Mastic Beach, NY 11951. All references to the Village include any individual or entity acting on behalf of, or under authority derived from, the Village.

23. Defendant **Timothy Brojer**, a resident of Mastic Beach, was the Village Administrator for Mastic Beach from in or about November 2011 through August 2014. In this full-time position, Brojer oversaw both the Building Department and the Code Enforcement Department of the Village. In April 2012, Brojer was also appointed Village Code Enforcement Official.

24. In or about July 2014, Brojer became the Village Administrator for the Village of Northport, New York; however, Brojer continued working for Mastic Beach on a part-time basis.

On or about August 7, 2014, the title of Brojer's position with Mastic Beach was changed to Senior Code Enforcement Officer.

25. On or about February 4, 2015, Brojer's employment with the Village was terminated, effective December 30, 2014. Upon information and belief, Brojer was terminated for misconduct.

26. At all times relevant hereto, Brojer was acting with the consent of, under the control and supervision of, and/or within his authority as an employee, agent, and/or representative of, the Village.

## **V. FACTS**

### **A. The Village of Mastic Beach**

27. Mastic Beach is located in the southeast part of the Town of Brookhaven in Suffolk County, New York. The population of Mastic Beach was 12,930 at the 2010 census, at which time Mastic Beach was an unincorporated census-designated place (CDP).

28. After a vote of approval on August 31, 2010, the Village of Mastic Beach was incorporated in September 2010. The Village's demographic make-up is approximately 75.5% white, 9.9% African American, and 12.4% Latino. It is a middle class community, with a median household income of \$69,162, and with 15.5% of the population living below the poverty line.

29. A major catalyst behind the incorporation of Mastic Beach was the nature of many of the rental units in the Village, and particularly the race of the rental property tenants and the government assistance they received.

30. Upon information and belief, during the lead up to Mastic Beach's incorporation vote, statements were commonly made at town hall meetings and elsewhere that incorporation



was intended to eliminate (1) year-round rentals, (2) African American or other minority tenants, and (3) government subsidized tenants (most of whom are minorities).

31. Upon information and belief, Village officials stated privately that incorporation would help get rid of low-income and minority renters.

**B. Mastic Beach's Unduly Aggressive and Discriminatory Code Enforcement and Rental Permit Practices**

32. Prior to Mastic Beach's incorporation in 2010, the Town of Brookhaven administered the issuance of rental permits and oversaw the code enforcement work related to those permits. Mastic Beach took over the rental permit process on June 1, 2011, and created a Building Department and a Code Enforcement Department.

33. At one of the first meetings of the Village Board of Trustees after the incorporation of Mastic Beach in 2010, Defendant and Village resident Timothy Brojer indicated that he wanted to volunteer with Mastic Beach's Code Enforcement Department on June 1st, as soon as Mastic Beach took over that function from Brookhaven.

34. Brojer began working for Mastic Beach as a part-time building inspector in June 2011. In or about November 2011, Brojer was appointed to the newly-created position of "Village Administrator," which oversaw both the Building Department and the Code Enforcement Department. These departments essentially functioned as one department under Brojer's authority. As Village Administrator, Brojer also held the title of Building Inspector, and in or about April 2012, Brojer was also appointed Village Code Enforcement Official.

35. As Village Administrator, Building Inspector, and Code Enforcement Official, Brojer used his authority to inspect homes as part of the rental permit process and to condemn homes or deem them "unfit for human habitation" in a discriminatory manner.

36. Upon information and belief, Brojer made racist and derogatory remarks in the Village's offices when discussing code enforcement of government-assisted rental properties and the tenants residing in those rental properties. In addition, upon information and belief, Brojer has called renters on public assistance "Section 8 dirt bags," has said he will "strong arm" these tenants and their landlords to prevent Section 8 recipients from living in the area, and, when speaking with other employees about Village activities, made derogatory racial hand gestures in reference to African Americans and referred to "the blacks" as "the wrong types of people."

37. Brojer pulled employees from the code enforcement night shift onto the day shift for what was called "the Swarm" – a tactic used to identify landlords who did not have rental permits. Pursuant to this tactic, enforcement officers went door-to-door and asked the occupants whether they were the owners or tenants. If the person was a tenant, officers would call Mastic Beach's rental permit application office to determine if there was a rental permit on the property.

38. Brojer would consistently find a home "unfit for human habitation" and order the tenants to leave within a few hours or less if the tenants were a minority, even if there were no serious housing code violations. Upon information and belief, at the same time, Brojer would generally allow white tenants to remain in a home, even if there were serious health and safety concerns. For example, Brojer inspected a home in which the family was white with an overflowing septic system and feces covering the floor. Yet he allowed the family, including an infant, to stay in the home indefinitely. As described in detail below, Brojer did not treat minority tenants so favorably.

39. Upon information and belief, Brojer would also typically return from code enforcement inspections with no pictures or other documentation to support his conclusion that a house was "unfit for human habitation" and needed to be condemned. In order to shield these

improper practices from scrutiny, when LIHS made formal information requests to Mastic Beach for information about condemnations, Brojer limited Mastic Beach employees' access to a software system that housed Village building and code enforcement records and disabled a mechanism that allowed employees to identify whether a dwelling had been condemned. In or about September 2012, LIHS received a written reply to its requests that falsely stated that Mastic Beach "has not condemned any home located in the Village."

40. Since that time, Mastic Beach has failed to provide any substantive response to LIHS's further formal requests for information about condemnations and rental permits, instead continuing to conceal its discriminatory and unconstitutional conduct.

**C. Victims of Defendants' Discriminatory and Unconstitutional Practices**

41. Plaintiff LIHS has received a number of complaints from Mastic Beach renters and landlords regarding the Village's discriminatory and hostile building code enforcement and rental permit practices. Individual Plaintiffs described below are eight of those complainants who have suffered injury and are victims of these practices.

**The Williams Family and Landlord Diane Saunders**

42. Plaintiffs Lisa and Maurice Williams are a low-income African American couple who moved into a Mastic Beach rental house in April 2008 along with their children. The neighborhood was predominantly white and owner-occupied.

43. The house rented by the Williams was under an approved rental permit issued by the Town of Brookhaven before Mastic Beach was incorporated and began management of its permit process in 2011. The Brookhaven rental permit, which was in effect until October 2012, approved the house as a 5-bedroom rental.

44. The Williams family had a Section 8 voucher that was administered by CDC. In February 2012, the home passed its annual CDC housing inspection.

45. In May 2012, despite the house having a valid Brookhaven rental permit, and having passed its CDC annual housing inspection, Brojer – without having inspected the Williams house at all – falsely notified DSS that the Village had conducted an inspection and found “health and safety violations.” Brojer further requested that DSS “initiate 143-B rent withholding in accordance with New York Social Welfare Law,” and also reported that the house was “unfit for human occupancy.”

46. The Williams did not receive a DSS subsidy. However, upon information and belief, Brojer also sent a similar letter to CDC and/or DSS forwarded Brojer’s letter to CDC.

47. On or about June 10, 2012, a CDC housing inspector came to inspect the Williams’s home, despite the house having just passed its annual inspection in February. On information and belief, the CDC housing inspector came to inspect the house at the request of the Village. The CDC housing inspector did not find any issues with the house.

48. Nonetheless, on June 11, 2012, in flagrant violation of the Williams’s due process rights and without any prior notice, Brojer placed an “Unfit for Human Habitation” notice on the door of the Williams’s home, and ordered the Williams family to vacate the premises in 30 minutes. At this time, neither Brojer nor any other Village building inspector or code enforcement officer had ever stepped inside the Williams’s home to conduct an inspection.

49. Later that day, the CDC housing inspector, who had just inspected the house the prior day, returned to the house for another inspection. Upon information and belief, the CDC housing inspector returned to the house at the behest of the Village and Brojer, and failed the house due to the “Unfit for Human Habitation” notice on the door of the home.

50. Just two days later, on June 13, 2012, CDC's Executive Vice President sent a letter to the Williams's landlord, Plaintiff Diane Saunders, stating that CDC was terminating payments for the unit "immediately effective June 30, 2012" because "the unit was recently condemned."

51. As part of its concerted effort to drive the Williams from their home, the Village worked with Suffolk County Legislator Kate Browning to conduct a campaign of harassment and intimidation designed to coerce Saunders into evicting the Williams and preventing her from renting her property until she did so.

52. On June 15, 2012, Browning sent a letter to Saunders stating that the Village had contacted her office "in reference to an eviction which they are working on" at her property. Browning's letter stated that there were reports from the Suffolk County Police Department of numerous arrests of her tenants; however, upon information and belief, this claim was false and made without any factual basis. Browning further stated that she had also been in touch with CDC to let them know about the "problem tenants," and that "all payments from CDC will be stopped."

53. Saunders made repeated efforts to ascertain from Brojer what steps needed to be taken to remove the "Unfit for Human Habitation" notice from her property, but was never provided sufficient information regarding the process. Saunders diligently provided the previous inspection reports and architectural drawings for the property, but Brojer still refused to remove the "Unfit for Human Habitation" notice.

54. On August 9, 2012, Brojer finally conducted an inspection of the Williams's home, and identified six minor deficiencies. Saunders remedied those deficiencies immediately, but was still unable to get approval from the Village. During this time, Brojer falsely told

Saunders that the Williams were selling drugs out of the home. Brojer made clear that in order to get a rental permit, she would need to evict the Williams.

55. Just a few days later, on August 13, 2012, Browning again wrote to Saunders offering her assistance with the eviction of the Williams.

56. Because CDC had cut off Section 8 assistance due to the "Unfit for Human Habitation" sign Brojer had placed on the door, Saunders did not receive the full rental payment due each month but only the portion of the rent payable by the Williams. In response to her query regarding CDC's continued non-payment, on August 24, 2012, CDC advised Ms. Williams that "CDC cannot pay on a residence that has been condemned by the Village."

57. Although Saunders believed the Williams were good tenants and had maintained the property, she was forced to evict them due to the absence of the rental payments for many months. Brojer refused to conduct a re-inspection or respond to Saunders's inquiries until the eviction process was well underway, even cancelling an inspection that had been scheduled in September.

58. On October 25, 2012, Legislator Browning again wrote to Saunders to inform her that according to the Suffolk County Sheriff's Department, the Williams had still not received eviction papers, and admonishing her that "it is imperative that all procedures are followed."

59. On November 19, 2012, Brojer finally conducted a re-inspection and did not find any deficiencies. However, Brojer stated that he would be changing the house from a 5-bedroom rental to a 4-bedroom rental.

60. On the very next day, November 20, 2012, CDC sent a letter to Ms. Williams stating that, while it was "in receipt of the inspection report from the Village of Mastic which indicated the inspection was completed," it could not reinstate the Section 8 portion of her rent

because “per the inspector, Tim Brojer, the certificate of occupancy is not completed. Additionally, the new rental permit will change the number of occupants allowed to reside at that address and that number is less than the number of people in your household.”

61. On November 20, 2012, the Suffolk County Sheriff’s Department delivered a notice to the Williams that they had to vacate the house within 72 hours or face forcible eviction.

62. The Williams and their children were forced to leave their home on or about December 5, 2012. They stayed in temporary housing, including at least two weeks in a homeless shelter.

63. After the Williams were evicted, the Village finally issued Saunders a certificate of occupancy on February 9, 2013, and a rental permit on March 6, 2013. The rental permit designated the house a 5-bedroom rental, just as it had been when the Williams lived there.

64. Defendants’ discriminatory and improper activities did not end there. In an effort to return to more permanent housing, the Williams began negotiating for a new rental property in Mastic Beach in 2013. After the Williams signed all of the rental documents, the landlord coordinated with the CDC to finalize the rental. Upon information and belief, a CDC employee told the landlord to call Brojer. After that, the landlord informed the Williams that she was no longer renting the house, even though the Williams previously had signed all of the necessary paperwork. Several other efforts by the Williams to rent suitable housing also mysteriously fell through.

65. During this time, Mr. Williams suffered a heart attack and was admitted to the hospital for congestive heart failure. Mr. Williams was advised by his doctor that a stable housing situation was necessary for his recovery and he should find one before he could be discharged from the hospital.

66. After hearing about Brojer's treatment of the Williams, Village Trustee Bruce Summa tried to formally remove Brojer from his position. In or about June 2014, Trustee Summa read a statement about the Williams's experience during an Executive Session of a Village meeting, which included, in part, the following: "Mr. Brojer, either by design or incompetence, wrongfully condemned a house. . . . Then he proceeded to find minor deficiencies for a rental permit in a house that he was ready to condemn just two months prior. His actions caused devastating hardships for a family that didn't deserve it."

67. In response to Trustee Summa's statements about the treatment of the Williams family, the Village took no official action against Brojer. Instead, the Village allowed Brojer to remain a code enforcement officer until on or about February 4, 2015, when Brojer was eventually terminated, upon information and belief, for misconduct.

**The Clark Family and Landlord Andrea Milano**

68. Plaintiffs Cratina and LaQuan Clark are a low-income African American couple who moved into a rental home in Mastic Beach with their young children in late 2012. Their landlord is Plaintiff Andrea Milano.

69. Plaintiff Milano applied for and paid for a Mastic Beach rental permit for her Mastic Beach property in August 2012. As Brojer and the other Village code enforcement officer were aware, DSS could not approve the Clarks's rental subsidy until the home had been approved by the Village. A DSS housing inspector visited the home in 2012 and did not find any issues.

70. However, Mastic Beach delayed approving Plaintiff Milano's permit for months. Brojer and another Village code enforcement officer made repeated visits to the property, each time finding minor items for Plaintiff Milano to address. Each of these items existed as of



August 2012 but was intentionally not addressed at one time by the Village. During this period of delay, a Mastic Beach code enforcement officer specifically questioned Ms. Milano about whether the Clarks would be the people renting her house.

71. Plaintiff Milano promptly took care of each item requested by the Village, and the Village finally approved the property in or about January 2013. DSS then approved the Clarks's rental subsidy, which began in or about February 2013.

72. However, on or about May 16, 2013, without any prior notice, a Village code enforcement officer came onto the property and posted a red "Unfit for Human Habitation" notice on the door of the Clarks's home. The Village code enforcement officer had not conducted an inspection of the home prior to posting this notice. Yet the Clarks were told that they had to leave immediately with their young children because the side roof over one room of the house was purportedly "caving in."

73. The Village code enforcement officer summoned Child Protective Services ("CPS") and DSS, and told Ms. Clark that she should call her caseworker at DSS and have DSS cut off her housing subsidy. On information and belief, the Village wrote to DSS and requested that it initiate 143-B rent withholding.

74. CPS came to the house and told Ms. Clark that the family would have to leave, but could come back the next day. Ms. Clark and the children were forced to stay with a friend that night.

75. The next morning, Ms. Clark returned to the house and a DSS housing inspector came to the property. He did not find any significant issue with the roof, but told Ms. Clark that he would have to abide by the Village's classification of the property.

76. The Village code enforcement officer from the previous day then arrived at the house with Brojer, CPS, and at least seven police cars. The police told the Clarks that if they went back into the house, they would be arrested. The police also searched the Clarks's home even though they did not have a warrant. CPS told Ms. Clark that if she did not take the children to a shelter, her children would be taken from her.

77. Plaintiff Milano was called to the house, and the Village code enforcement officers showed her what the Village deemed to be the problem with the side roof of the house. Milano told them she would have the roof repaired right away. When the Village officers told her that a building permit would be required, Milano immediately went to the Village offices the same day to pay for and obtain a building permit.

78. Milano also immediately called a roofer, who examined the roof and determined that there was no possibility of the roof caving in. Milano and the roofer informed Brojer and the other Village code enforcement officer that the roof was not in need of immediate repair, but they still insisted that the house was "unfit for human habitation," and that the roof work had to be completed before anyone could be in the house. Mastic Beach refused to allow the Clark family to stay in their home while the work was being done, even though the work was only on the side roof over one room of the house.

79. Facing threats from Mastic Beach, the police and CPS, the Clarks left their home that day. That night, their home was burglarized and their valuables were stolen.

80. CPS also initiated a proceeding against Ms. Clark in Suffolk County Family Court alleging neglect and seeking an order of protection for the children based on the house being condemned by Mastic Beach. Ms. Clark had to appear in Court and submit to a year-long supervision, facing the threat of her children being taken away.

81. After the burglary, Mr. Clark was allowed to stay in the home to protect the family's property, but the two young children (one and two years old) were not allowed to return to the home. Ms. Clark therefore stayed with the children at a friend's house. Because of the Village's actions, the family was forced to live in separate locations for two-and-a-half months, while all the work the Village required was completed.

82. The repairs took so long to complete because the Village continually made new demands throughout the process. In addition, the Village did not allow the roof repairs to begin right away, instead insisting that architectural drawings first had to be submitted before the work could proceed.

83. Milano promptly hired an architect and obtained the expensive architectural drawings required by the Village. When Milano submitted them to the Village, Brojer further delayed the start of the repair work by insisting on speaking personally to the architect before he allowed the work to begin.

84. Consistent with the assessment of Milano's roofer, the architect told Milano that the side roof could be repaired easily, and also said that the roof was not going to cave in or collapse. However, after the work on the side roof was completed, Brojer then demanded, without explanation, that repairs be made to the front of the roof before he would declare the house fit for habitation. Milano promptly made all the repairs the Village required.

85. Throughout this process, Brojer and the other Village code enforcement officer intimidated and harassed Milano and the Clarks. While the roof work was being done, Brojer took Milano aside and asked her, "With all the problems you are having, are you going to let these kind of people stay here?" The Village code enforcement officer also questioned Milano as to whether she was really going to allow "these people" to continue to rent her property.

86. Finally, on August 30, 2013, Brojer approved the roof repairs, and stated that it was “ok for kids to come home.” However, Brojer did not write to DSS to request that 143-B rent withholding be removed. As a result, the Clarks’s housing subsidy was not reinstated until two full months later, on October 30, 2013.

87. Even after the home was approved, Defendants continued to intimidate the Clarks. The Village code enforcement officer who had placed the “Unfit for Human Habitation” notice on the Clarks’s door repeatedly rode past the Clarks’s home without any legitimate reason. In or about May 2014, Brojer went to the Clarks’s home and asked Mr. Clark if he would move if Brojer got him a job in another Township.

**The Riehl-Gross Family**

88. Plaintiffs Sarina Riehl and Charles Gross are an African American couple who moved into a Mastic Beach rental home with their children in September 2007. The family received a Section 8 voucher from Nassau County’s Office of Housing and Community Development to assist with their monthly rent. The house was subject to an annual Section 8 inspection and was approved every year through July 2013.

89. On or about June 23, 2014, a CPS worker visited the Riehl-Gross’s home in response to reports of a cockroach problem. The family had dealt with cockroaches in the past, as this was a common issue for many houses in the area located in close proximity to the beach. CPS gave the family four days to remedy the situation, and Riehl and Gross arranged for an exterminator to fumigate the house the next day.

90. Several days later, on or about June 27, 2014, the CPS worker returned to the family’s home, this time accompanied by Brojer and another code enforcement officer. Riehl presented the documentation of the exterminator’s fumigation work, and the CPS worker

indicated that she was satisfied. She nonetheless explained that the final determination rested with the Village.

91. Despite the fumigation, and without inspecting the house, Brojer told Riehl that the home had to be condemned. Brojer did not provide any reason for the condemnation, nor did he tell the family what needed to be fixed to remedy the situation. Instead, Brojer simply gave the family two hours to vacate the premises and left, without even posting any notice on the house.

92. Afraid that CPS would take their children if they did not comply with the Village's orders, the Riehl-Gross family had no choice but to leave their home. They left within the two-hour time period Brojer demanded and went to a homeless shelter. They have not found permanent housing since.

93. At the time Brojer condemned the home, the family was forced to leave behind all of their possessions, including their two dogs and a cat, which Brojer told them they could keep in the house. Unable to find housing where they could bring their pets, the family returned to their home each day to care for them.

94. After a few weeks, however, neighbors reported that the animals had been abandoned, prompting an investigation by the Suffolk County Society for Prevention of Cruelty to Animals ("SPCA") and a visit from Trustee Bruce Summa. Summa took the family's small dog to a local adoption agency without their permission. After the family explained their situation, and the SPCA investigator confirmed that the animals were fine, Summa indicated that it did not appear that the Village had followed proper procedures for an "eviction" or "condemnation" of their home. He then returned their small dog to the home.

95. The family continued to go to the house each day to care for their animals, but in August 2014 a different SPCA investigator became involved, and threatened to remove the dogs because no one was living at the home. Riehl and Gross tried to find somewhere else to keep the dogs until they were able to move out of the homeless shelter, but were unable to do so. The next month, the investigator threatened to arrest Riehl, and the family had no choice but to surrender their dogs, who were about seven years old and had been with the family since they were puppies. On information and belief, the SPCA released one of the dogs to the Brookhaven animal shelter to be euthanized. The family does not know what happened to their other dog or cat.

96. In addition to the loss of their pets, upon information and belief, the Village towed the family's car from the house in or about October 2014. When the car was taken, it contained several valuables, including a computer, which the family has also been unable to recover. Upon information and belief, Village officials tossed other items, such as holiday decorations, out of the car before towing it. Despite multiple calls, the Village has failed to provide Riehl and Gross with any information regarding their car or the missing contents. The family does not know where the car is or how to get it back.

97. Riehl and Gross continue to check on their possessions at the house as often as possible, but are often threatened with arrest or otherwise intimidated by Village officials when they do so. For example, Public Safety Officer Pat Mancuso told Riehl that while she has every right to be angry, if she goes to the house she could get "locked up for trespassing."

98. The Riehl-Gross's eviction also has caused significant harm and disruption to the family, particularly the children. All of the school-aged children now have to endure a three-hour commute to and from school each day, and the Riehl-Gross's oldest son was unable to

graduate from high school on time, due to the family's unstable housing situation. When the family moved to the first homeless shelter, two of their daughters were violently attacked. The family was transferred, but when transferred back to the original shelter due to space issues at the second shelter, the same daughters were attacked once again.

99. Following their eviction, the family contacted the Village numerous times to find out the basis for the condemnation, and to see what they could do to resolve the issue and move back into their home. They have repeatedly been denied any clear answers or documentation. LIHS also contacted the Village on the family's behalf, and a code enforcement officer would only say that the house was condemned because of cockroach infestation and because the house did not have an updated rental permit. The officer could not explain why either of these warranted condemnation and immediate eviction. Upon information and belief, there has never been and there is still no notice on the door specifying the reason for condemnation.

## **VI. CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

**(Violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*)**

100. Plaintiffs repeat and reallege the allegations in the paragraphs above as if fully set forth herein.

101. Defendants' conduct as set forth above constitutes a refusal to rent, or the refusal to negotiate the rental of, or a denial of housing on the basis of race or color in violation of the Fair Housing Act, 42 U.S.C. § 3604(a).

102. Defendants' conduct as set forth above constitutes a deprivation of the terms, conditions, and privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of race or color in violation of the Fair Housing Act, 42 U.S.C. § 3604(b).

103. Defendants' conduct as set forth above constitutes the making of statements with respect to rental of a dwelling that indicates a preference, limitation, or discrimination based on race or color or an intention to make such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c).

104. Defendants' conduct as set forth above constitutes a deprivation of the right to live free from coercion, intimidation, threats, or interference in the enjoyment of a dwelling because of race or color in violation of the Fair Housing Act, 42 U.S.C. § 3617.

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

106. Defendants' unlawful conduct was intentional, willful, and made in disregard for the rights of others.

**SECOND CAUSE OF ACTION  
(Violation of 42 U.S.C. § 1981)**

107. Plaintiffs repeat and reallege the allegations in the paragraphs above as if fully set forth herein.

108. Defendants' conduct as set forth above has denied Plaintiffs the same rights enjoyed by white citizens to make and enforce contracts in violation of 42 U.S.C. § 1981.

109. Plaintiffs have been injured by Defendants' discriminatory and unconstitutional conduct and have suffered damages as a result.

110. Defendants' conduct was intentional, willful, and made in disregard for the rights of others.



**THIRD CAUSE OF ACTION  
(Violation of 42 U.S.C. § 1982)**

111. Plaintiffs repeat and reallege the allegations in the paragraphs above as if fully set forth herein.

112. Defendants' conduct as set forth above has denied Plaintiffs the same rights enjoyed by white citizens to lease, hold, and otherwise enjoy real property in violation of 42 U.S.C. § 1982.

113. Plaintiffs have been injured by Defendants' discriminatory and unconstitutional conduct and have suffered damages as a result.

114. Defendants' conduct was intentional, willful, and made in disregard for the rights of others.

**FOURTH CAUSE OF ACTION  
(Violation of 42 U.S.C. § 1983 and the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution)**

115. Plaintiffs repeat and reallege the allegations in the paragraphs above as if fully set forth herein.

116. Defendants' conduct as set forth above has deprived Plaintiffs equal protection of the law by discriminating on the basis of race and national origin in the leasing of real property in violation of 42 U.S.C. § 1983 and the Equal Protection Clause of the United States Constitution.

117. Plaintiffs have been injured by Defendants' discriminatory and unconstitutional conduct and have suffered damages as a result.

118. Defendants' conduct was intentional, willful, and made in disregard for the rights of others.

**FIFTH CAUSE OF ACTION**  
**(Violation of 42 U.S.C. § 1983 and the Due Process Clause of the Fourteenth Amendment of the United States Constitution)**

119. Plaintiffs repeat and reallege the allegations in the paragraphs above as if fully set forth herein.

120. Defendants' conduct as set forth above has deprived Plaintiffs of their right to property without notice in violation of 42 U.S.C. § 1983 and the Due Process Clause of the United States Constitution.

121. Plaintiffs have been injured by Defendants' unconstitutional conduct and have suffered damages as a result.

122. Defendants' conduct was intentional, willful, and made in disregard for the rights of others.

**SIXTH CAUSE OF ACTION**  
**(Violation of Suffolk County Human Rights Law, Suffolk County Code § 528 *et seq.*)**

123. Plaintiffs repeat and reallege the allegations in the paragraphs above as if fully set forth herein.

124. Defendants' conduct as set forth above constitutes a denial to or withholding from any individual or group of individuals any housing accommodation because of race or color in violation of § 528-9(A)(1) of the Suffolk County Code (adopted January 21, 2015, by L.L. 25-2014, replacing § 528-7(B)(1)(a)).

125. Defendants' conduct as set forth above constitutes discrimination in the terms, conditions or privileges of the rental or lease of a housing accommodation and in the furnishing of facilities or services in connection therewith because of race or color in violation of § 528-9(A)(2) of the Suffolk County Code (adopted January 21, 2015, by L.L. 25-2014, replacing § 528-7(B)(1)(b)).

126. Defendants' conduct as set forth above constitutes the making of statements which express, directly or indirectly, a limitation, specification, or discrimination based on race or color in violation of § 528-9(A)(7) of the Suffolk County Code (adopted January 21, 2015, by L.L. 25-2014, replacing § 528-7(B)(1)(d)).

127. Defendants' conduct as set forth above threatens, intimidates, and interferes with individuals in their enjoyment of a housing accommodation on the basis of race or color in violation of § 528-9(A)(9) of the Suffolk County Code (adopted January 21, 2015, by L.L. 25-2014, replacing § 528-7(B)(5)).

128. Defendants' unlawful conduct was intentional, willful, and made in disregard for the rights of others.

#### **VII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that this Court:

(a) Enter an order and judgment declaring that Defendants' acts, practices, and policies complained of herein violated Plaintiffs' rights as secured by the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*; the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982; the Civil Rights Act of 1871, 42 U.S.C. § 1983; the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution; the Due Process Clause of the Fourteenth Amendment to the United States Constitution; and Suffolk County Human Rights Law.

(b) Enter an order and judgment enjoining Defendants, their agents, employees, successors, assigns, and those acting in active concert, combination or participation with them, from engaging in any policies or practices that deprive Plaintiffs of their rights secured by any and all of the statutes cited in sub-paragraph (a) above, including the following:

(i) enjoining Defendants from enforcing or attempting to enforce building codes in a manner that discriminates against or excludes minorities in violation of federal statutory and/or constitutional law and Suffolk County Human Rights Law, Suffolk County Code § 528 *et seq.*;

(ii) ordering Defendants to make all necessary modifications to Village policies, practices, and procedures concerning the issuance of rental permits and the enforcement of building codes in a manner consistent with federal statutory and/or constitutional law and Suffolk County Human Rights Law, Suffolk County Code § 528 *et seq.*;

(iii) ordering Defendants to develop written procedures on the Village's rental permit and code enforcement policies and practices, to be distributed to all Village staff, all landlords applying for rental permit renewals, and all rental applicants;

(iv) enjoining Defendants from evicting tenants from their residences without following the due process requirements of federal statutory and/or constitutional law;

(v) enjoining Defendants from using coercion, threats, and intimidation, and otherwise interfering with the rights of minority tenants and the landlords who rent to these tenants, in violation of federal statutory and/or constitutional law and Suffolk County Human Rights Law, Suffolk County Code § 528 *et seq.*;

(vi) enjoining Defendants from taking any unlawful and/or discriminatory action to prevent Plaintiffs from finding and acquiring suitable housing;

(vii) ordering Defendants to retain all pertinent records concerning rental permit and code enforcement policies, practices and procedures to allow for appropriate monitoring of this order;

(viii) ordering Defendants to train all Village employees on fair housing laws;

(c) Enter an order and judgment awarding such equitable relief so as to place Plaintiffs in the position in which they would have been but for Defendants' impermissible conduct;

(d) Enter an order and judgment awarding monetary damages to compensate Plaintiffs fully for any economic losses, diversion of resources, interference with mission fulfillment, and the humiliation, degradation, embarrassment and emotional distress suffered due to Defendants' discriminatory and unconstitutional conduct;

(e) Enter an order and judgment awarding punitive damages;

(f) Enter an order and judgment awarding Plaintiffs reasonable attorneys' fees, costs, expenses and interest incurred in prosecuting this action, as provided by 28 U.S.C. § 2412, 42 U.S.C. § 1988, 42 U.S.C. § 3613(c) and § 528-13(R)(5) of the Suffolk County Code; and

(g) Grant Plaintiffs such additional relief as justice may require.

**JURY DEMAND**

Plaintiffs hereby demand a trial on the merits by jury pursuant to Federal Rule of Civil Procedure 38.

Dated: February 9, 2015

Respectfully submitted,

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By: \_\_\_\_\_

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