

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

FAIR HOUSING JUSTICE CENTER, INC.,

Plaintiff,

-against-

BEAUDOIN REALTY GROUP, INC.,
WESTLEIGH CO. LLC, STEPHANIE BEAUDOIN,
and MICHELE BEAUDOIN,

Defendants.

Index No. _____

**COMPLAINT AND
JURY DEMAND**

Plaintiff Fair Housing Justice Center, Inc., by and through its attorneys, Kaufman Lieb Lebowitz & Frick LLP, alleges as follows:

INTRODUCTION

1. In the shadows of its skyscrapers and seven-figure penthouses, New York City has a long and sordid history of systemic housing discrimination. For too long, discriminatory policies and practices have segregated our neighborhoods and boroughs and left low-income New Yorkers behind.

2. It is against this backdrop that the New York City Housing Authority (“NYCHA”) established the Housing Choice Voucher (“HCV”) Program, which provides rent subsidies—commonly called “Section 8 vouchers”—to over 80,000 low-income New Yorkers.

3. The HCV program was created to ensure New Yorkers could obtain safe and sanitary housing. But for decades after its inception, the program was incapable of living up to this promise: As the New York City Council recognized in 2008, “landlords

discriminate against holders of section 8 vouchers because of prejudices they hold about voucher holders.”¹

4. The City Council consequently amended the City Human Rights Law to specifically prohibit housing discrimination based on a renter’s lawful source of income, including Section 8 vouchers. N.Y. C. Admin. Code § 8-107(5). In 2019, the State legislature followed in its footsteps, also barring source of income discrimination. N.Y. Exec. L. § 296(5).

5. In furtherance of its mission to ensure New Yorkers have equal access to housing opportunities, in the fall of 2021 Plaintiff Fair Housing Justice Center (“FHJC”) instructed undercover testers, posing as ordinary renters, to assess the availability of apartments in Jackson Heights, Queens, to renters with subsidies. They investigated a unit in a building owned and managed by Westleigh Co. LLC (“Westleigh”) and listed by Beaudoin Realty Group (“Beaudoin Realty”).

6. Beaudoin Realty, on Westleigh’s behalf, actively encouraged FHJC’s testers who said their income came solely from employment, scheduling viewings, responding to emails and texts, and pushing them to submit applications for the unit.

7. In contrast, Beaudoin Realty repeatedly rebuffed FHJC’s testers who said they would use Section 8 rental assistance, refusing to schedule viewings and repeatedly insisting that it had no idea whether Westleigh would accept Section 8 assistance.

8. These actions are squarely prohibited by state and local law.

¹ Local Laws of the City of New York for the Year 2008, Local Law 10, available at: <https://www1.nyc.gov/assets/cchr/downloads/pdf/amendments/ammend2008.pdf>.

9. On behalf of the organization itself—and the millions of New Yorkers it advocates for—FHJC now seeks accountability.

JURISDICTION AND VENUE

10. This Court has personal jurisdiction over Defendants pursuant to CPLR 301 *et seq.* because Defendants are domiciled, and regularly transact business, in the State of New York, and because the wrongful conduct alleged in this Complaint took place in the State of New York.

11. Venue is proper in this County pursuant to CPLR 503(a) and CPLR 507 because Beaudoin Realty maintains its principal place of business in Queens and the property that is the subject of this action is located in Queens and is owned and managed by Westleigh.

PARTIES

12. Plaintiff Fair Housing Justice Center, Inc. (“FHJC”) is a non-profit, New York City-based organization dedicated to ensuring that all people have equal access to housing opportunities in the New York City region by eliminating housing discrimination and creating open and inclusive communities.

13. Defendant Westleigh Co, LLC (“Westleigh”) is a New York corporation located in Brooklyn, New York. At all relevant times, Westleigh was in the real estate business, including by owning, managing, and renting apartments at 84-09 35th Avenue in Queens, New York, a/k/a the Westleigh House. On information and belief, Westleigh receives benefits under the J-51 Law. N.Y.C. Admin Code § 11-243.

14. Defendant Beaudoin Realty Group, Inc. (“Beaudoin Realty”) is a New York corporation located in Queens, New York. At all relevant times, Beaudoin Realty was in the real estate business and brokered the rental of apartments in New York City,

including the rental of Westleigh House Apartment 2P on behalf of Westleigh. At all relevant times, Beaudoin Realty was acting on behalf of and as agent for Westleigh.

15. Defendant Stephanie Beaudoin is licensed by the state of New York as a real estate salesperson with Beaudoin Realty. At all relevant times, Stephanie Beaudoin was acting as an employee or agent of Beaudoin Realty.

16. Defendant Michele Beaudoin is licensed by the state of New York as a real estate broker with Beaudoin Realty. At all relevant times, Michele Beaudoin was acting as an employee or agent of Beaudoin Realty.

FACTS

The Fair Housing Justice Center

17. FHJC is a nonprofit organization dedicated to ensuring New Yorkers have equal access to housing opportunities.

18. Among other programs, FHJC initiates fair housing testing investigations by instructing undercover “testers” to pose as ordinary home seekers and apply for apartments to determine whether landlords and real estate brokers are complying with fair housing laws.

19. FHJC employs testers with variations of a particular protected characteristic. For example, if FHJC is testing for source of income discrimination, some testers will represent that they receive rental assistance from a voucher or subsidy, while others will represent that they draw their income solely from employment. The two sets of testers are functionally equivalent in all other pertinent respects.

20. FHJC also provides information to the public and other nonprofit organizations in the New York City area about fair housing laws; provides intake counseling to individuals and organizations with allegations of housing discrimination;

assists with the preparation and filing of administrative housing discrimination complaints; makes legal referrals to cooperating attorneys; provides post-referral litigation support services; and engages in policy initiatives that further FHJC's mission, including the publication and dissemination of fair housing reports and education materials. FHJC provides these services free of charge and without regard to income.

21. FHJC expended significant staff time and other resources to investigate and respond to Defendants' discriminatory practices, which diverted resources away from other FHJC activities. Furthermore, Defendants' discriminatory rental practices frustrates FHJC's mission to ensure that all New Yorkers have equal access to housing opportunities.

Section 8 Vouchers

22. The Housing Act of 1937, 42 U.S.C.A. § 1437 *et seq.*, authorized a program to establish local housing authorities to develop, own, and operate low-rent public housing projects with the assistance of federal loans. 42 U.S.C.A. § 1437f(b)(1). The program provides rent subsidies to lower income families and is commonly known as the Section 8 Existing Housing Program. The Department of Housing and Urban Development contracts with local public housing authorities to operate the program.

23. In furtherance of this program, the State of New York authorized the establishment of local housing authorities, including NYCHA. New York Public Housing Law §§ 30, 41. NYCHA in turn established the HCV program to provide rent subsidies for lower income families, in order "to enable them to obtain decent, safe and sanitary housing in the private sector." *Matter of Fair v. Finkle*, 284 A.D.2d 126, 127 (1st Dep't 2001) (internal citation omitted).

24. Under the HCV program, NYCHA issues vouchers, commonly called “Section 8 vouchers,” to eligible low-income households, senior citizens, and persons with disabilities.

25. A tenant with a Section 8 voucher must present it to their prospective landlord, and the landlord in turn executes a separate Housing Assistance Payment (“HAP”) contract with NYCHA, under which NYCHA will pay the landlord portion of the voucher recipient’s rent.

26. Generally, the voucher recipient is responsible for paying 30 to 40 percent of her household income towards the monthly rent, and NYCHA covers the balance through the HAP contract. In many cases, the voucher will also cover security deposits and brokers’ fees.

Westleigh House Apartment 2P

27. The Westleigh House, located at 84-09 35th Avenue in Queens, New York, is a six-story building owned and managed by Westleigh that contains approximately 84 units.

28. The Westleigh House receives J-51 abatements.

29. Apartment 2P (“the Apartment”) is a 500 square-foot studio located in the Westleigh House.

30. On information and belief, Westleigh employed Beaudoin Realty in Fall 2021 to list and facilitate the rental of the Apartment.

31. Stephanie Beaudoin and Michele Beaudoin of Beaudoin Realty listed the Apartment on StreetEasy.com on September 23, 2021.² The StreetEasy.com post identified the listing as by the Beaudoin Realty Group and “listed by Stephanie Beaudoin, Licensed Real Estate Salesperson, Beaudoin Realty Group [and] Michele Beaudoin, Licensed Real Estate Broker, Beaudoin Realty Group.”

32. The monthly rent for the Apartment was listed as \$1700 and the security deposit and broker’s fee were each one month’s rent. On its face, the listing did not specify any other requirements.

33. The Apartment was taken off the market on November 26, 2021.

FHJC’s First Test Reveals Source of Income Discrimination

34. From October 28 to November 4, 2021, FHJC conducted its first test of Defendants’ rental practices, using two testers posing as ordinary renters to inquire about the Apartment.

35. One tester, C.V., using the pseudonym “Sophia Sanchez,” represented that she drew her income solely from employment.³

36. The other tester, K.H., using the pseudonym “Kate Cotter,” represented that she used a Section 8 voucher to pay rent.

37. By design, FHJC’s test eliminated potential confounders and the two testers were functionally equivalent in all apposite respects other than the source of their income (i.e., employment income vs. voucher income).

² All references to “Ms. Beaudoin” denote Defendant Stephanie Beaudoin; all references to “Ms. M. Beaudoin” denote Defendant Michele Beaudoin.

³ FHJC assigns its testers pseudonyms to maintain confidentiality. All testers are referred to by their pseudonyms herein.

38. Notwithstanding the substantial equivalence between the two testers, Westleigh and Beaudoin Realty treated the Section 8 tester (“Kate”) worse than the employment-only income tester (“Sophia”).

39. Ms. Beaudoin eagerly responded to “Sophia’s” inquiries, showed “Sophia” the Apartment, and encouraged “Sophia” to submit an application—all the while simultaneously rebuffing “Kate’s” repeated inquiries about the unit under the guise that she (Ms. Beaudoin) had “no idea” whether Westleigh would accept “Kate’s” voucher.

Beaudoin Actively Courts FHJC’s Employment Income Tester, “Sophia”

40. On Thursday, October 28, 2021, “Sophia” called Ms. Beaudoin to inquire about renting the Apartment.

41. In that call, Ms. Beaudoin confirmed the Apartment was available and asked “Sophia” her credit score and whether she made 40 times the monthly rent.

42. “Sophia” responded that her credit was “great . . . 700s,” and that she made “about \$69,000 a year.”

43. In response, Ms. Beaudoin responded “That’s okay—I think that’s close.”

44. “Sophia” then asked Ms. Beaudoin whether good credit and making 40 times the monthly rent were necessary requirements, to which Ms. Beaudoin responded, “You have to, you know, qualify within a close range of it.”

45. Ms. Beaudoin did not ask “Sophia” for her specific credit score.

46. “Sophia” and Ms. Beaudoin then discussed the Apartment’s amenities and agreed that “Sophia” would reach out to Ms. Beaudoin to set up a time to view the Apartment the next week.

47. The next Monday, November 1, “Sophia” called Ms. Beaudoin to schedule a viewing.

48. By text on Monday and Tuesday, the two scheduled a viewing for 1:00 p.m. on Wednesday, November 4.

49. On November 4, Ms. Beaudoin showed “Sophia” the Apartment.

50. Throughout their phone conversation, text messages, and in-person meeting, Ms. Beaudoin was enthusiastic and encouraged “Sophia” to apply to rent the Apartment.

Beaudoin Rebuffs FHJC’s Section 8 Tester, “Kate”

51. On Friday, October 29, 2021, “Kate” called Ms. Beaudoin to inquire about renting the Apartment.

52. In that call, Ms. Beaudoin confirmed the rent and security deposit amounts and said that the Apartment was still available.

53. “Kate” then asked if she could view the Apartment soon. She and Ms. Beaudoin made a tentative plan to view the unit the following Monday.

54. “Kate” then told Ms. Beaudoin that she would use a Section 8 voucher to pay the Apartment’s rent.

55. Ms. Beaudoin’s demeanor abruptly changed.

56. Ms. Beaudoin professed to have “no idea” whether Westleigh would accept the voucher.

57. Ms. Beaudoin said, “I don’t make those decisions, so I couldn’t tell you. I could try to find out, but I don’t know . . . I don’t get involved in any of that, cause that’s like the landlord’s thing. So, I could do my best to find out for you.”

58. Ms. Beaudoin then claimed to not have much familiarity with Section 8 vouchers: “I don’t really know too much about it, because it doesn’t involve the realtor . . . I don’t really know about it.”

59. On information and belief, Ms. Beaudoin has been a licensed real estate professional in New York City for nearly fourteen years.

60. Continuing to suggest that she was merely confused and “curious” about the program, Ms. Beaudoin then told “Kate” that “usually when people are applying for an apartment, they have to have 40 times the rent and good credit.”

61. “Kate” responded that she had “very good” credit. She also explained that while her income without the voucher wouldn’t meet the income floor, she would pay roughly 30 percent of her income to the landlord directly and the voucher would cover the entirety of the remainder of the rent amount.

62. Ms. Beaudoin then said that she would try to find out if the landlord took Section 8 and get back to “Kate”.

63. Ms. Beaudoin did not get back to “Kate”.

64. “Kate” texted Ms. Beaudoin on Sunday asking if she had “hear[d] anything back from the landlord about the use of my Section 8 voucher? Still available to meet at 1:30PM tomorrow to view. Thanks!”

65. Ms. Beaudoin did not respond.

66. On Monday morning, “Kate” called Ms. Beaudoin again.

67. In that call, Ms. Beaudoin told “Kate” that she had “sent a message” to “building management” earlier that morning but that she had not heard back.

68. “Kate” then asked whether she expected to hear back before the 1:30 p.m. viewing that the two had originally scheduled for later than afternoon.

69. In response, Ms. Beaudoin refused to show “Kate” the Apartment:

I don't want you to come here. Plus, I can't show you at 1:30 anyway because I already have other appointments . . . Why would I show you if they don't accept [the voucher]?

70. “Kate” reiterated her enthusiasm for the Apartment and Ms. Beaudoin told her she would let her know when she heard back from the landlord.

71. Despite her promise, Ms. Beaudoin never got back to “Kate”.

72. Ms. Beaudoin also did not return “Kate’s” subsequent calls, even after “Kate” left two voicemail messages on November 4 asking Ms. Beaudoin to call her back and stating that she (“Kate”) remained interested in renting the Apartment.

73. Ms. Beaudoin never contacted “Kate” again.

74. The Apartment remained listed on StreetEasy until November 26—over three weeks after “Kate” left Ms. Beaudoin her last voicemail messages on November 4.

FHJC's Second Test Confirms Source of Income Discrimination

75. From November 9 to 17, 2021, FHJC conducted its second test of Defendants’ rental practices, this time using three testers posing as ordinary renters to inquire about renting the Apartment.

76. Two testers, C.G. and C.B., using the pseudonyms “Charlotte Wilson” and “Candice Williams” respectively, represented that they drew their income solely from employment.

77. The other tester, S.B., using the pseudonym “Ann Burns,” represented that she used a Section 8 voucher to pay her rent.

78. Again, FHJC’s test eliminated potential confounders and the three testers were functionally equivalent in all apposite respects.

79. Notwithstanding the substantial equivalence between the three testers, Westleigh and Beaudoin Realty treated the Section 8 tester (“Ann”) far worse than the employment-only income testers (“Charlotte” and “Candice”).

80. Ms. Beaudoin arranged for “Candice” to view the Apartment and invited “Charlotte” to view it even as she—yet again—rejected the voucher tester, “Ann,” under the pretense that she (Ms. Beaudoin) had “never done Section 8” and “would have to make sure the building accepts Section 8”—just as she had done for “Kate”.

Beaudoin Courts FHJC’s First Employment Income Tester, “Charlotte”

81. On Thursday, November 9, 2021, “Charlotte” called Ms. Beaudoin to inquire about renting the Apartment.

82. In that call, Ms. Beaudoin confirmed the Apartment was available and asked “Charlotte” her credit score and income.

83. “Charlotte” responded that her credit was “excellent” and said that she made \$68,000 per year.

84. Ms. Beaudoin responded, “That’s good, because it’s usually 40 times the rent or close to it.”

85. Ms. Beaudoin did not ask “Charlotte” for her specific credit score.

86. “Charlotte” then asked if she could come view the Apartment and Ms. Beaudoin said that she could. The two then agreed that “Charlotte” would reach out to set up a time to view the Apartment.

87. “Charlotte” did not reach out again.

Beaudoin Rebuffs FHJC's Section 8 Tester, "Ann"

88. The following day, November 10, 2021, FHJC's second Section 8 tester, "Ann", called Ms. Beaudoin to inquire about renting the Apartment.

89. Ms. Beaudoin confirmed the Apartment remained available and asked "Ann" her credit score and income.

90. "Ann" said that her credit was "between 710 and 712" said that she made \$38,700 per year.

91. Ms. Beaudoin was noncommittal as to "Ann's" credit score but responded, "Well, you have to make 40 times the rent."

92. "Ann" explained that she had a Section 8 voucher that would enable her to pay a rent up to \$1900—well over the Apartment's \$1700 price. She also explained that Section 8 would cover the security deposit and broker's fee.

93. As she had done with FHJC's other Section 8 tester, "Kate", Ms. Beaudoin effectively turned "Ann" away.

94. Ms. Beaudoin told "Ann" the same lie she had told "Kate" two weeks earlier: "I would also have to make sure the building accepts Section 8. Because I have no idea. I don't know, I've never done Section 8, so I'd have to ask."

95. "Ann" offered to call Ms. Beaudoin back after she (Ms. Beaudoin) had found out whether the building accepted Section 8.

96. In response, Ms. Beaudoin dismissively said that "Ann" could try to call her on Friday.

97. Seemingly grasping for additional reasons to turn "Ann" away, Ms. Beaudoin said, "If your credit's not good I don't even bother."

98. In response, “Ann” reiterated that her credit was “like 712, which is pretty good I think.”

99. Ms. Beaudoin then derisively stated that “the best credit is like 820” and that “Ann’s” score was “okay, it’s fair.”

100. She then said “Ann” could call her back on Friday.

101. On Friday, November 12, “Ann” attempted to reach Ms. Beaudoin as instructed, calling her three times.

102. Ms. Beaudoin never answered.

103. On the third call, “Ann” left a voicemail message asking Ms. Beaudoin to call her back and stating that she (“Ann”) was calling to ask whether Ms. Beaudoin had learned whether the landlord would accept Section 8.

104. “Ann” also sent Ms. Beaudoin a text message to the same effect, noting that she had tried calling to follow up.

105. By Monday, November 15, “Ann” still had not heard back from Ms. Beaudoin.

106. She called Ms. Beaudoin two more times that Monday, receiving no answer.

107. On the second call, “Ann” left a second voicemail message reiterating her interest in the Apartment and asking to schedule a viewing.

108. Again, “Ann” sent Ms. Beaudoin a text message to the same effect.

109. These calls, voicemails, and text messages all went unanswered.

110. Like “Kate”, “Ann” never heard back from Ms. Beaudoin.

111. The Apartment remained listed on StreetEasy for another eleven days, during which time Ms. Beaudoin actively solicited other prospective tenants, including FHJC's second employment-only income tester, "Candice".

Beaudoin Actively Courts FHJC's Second Employment Income Tester, "Candice"

112. On Monday, November 15, 2021—the same day that "Ann" called Ms. Beaudoin twice, left her a voicemail, and sent her a text message—"Candice" called Ms. Beaudoin to inquire about renting the Apartment.

113. In that call, Ms. Beaudoin confirmed the Apartment remained available and asked "Candice" her credit score and income.

114. "Candice" responded that her credit was "around 720" and said that she made \$70,000 per year.

115. Ms. Beaudoin agreed to show "Candice" the unit.

116. Ms. Beaudoin did not comment that the "best" credit score is "like 820."

117. The two scheduled a viewing for 12:00 p.m. on Wednesday, November 17.

118. On Wednesday, Ms. Beaudoin showed "Candice" the Apartment and encouraged her to apply, even offering to waive the application fee.

119. As the viewing ended, "Candice" said that the Apartment was not quite big enough for her and she planned to view two other apartments.

120. "Candice" then said that her sister was also looking for an apartment and asked Ms. Beaudoin whether she could put her sister in touch.

121. Ms. Beaudoin initially responded enthusiastically.

122. "Candice" mentioned that her sister used a Section 8 voucher to pay her rent and asked whether the landlord would accept it.

123. Ms. Beaudoin's demeanor changed.

124. For the third time in as many weeks, Ms. Beaudoin repeated the same lie she had told FHJC's two Section 8 testers: that she did not know whether the building would accept vouchers because she had "never dealt with them."

125. Ms. Beaudoin said she would have to "ask" whether the building accepted vouchers.

126. "Candice" asked whom Ms. Beaudoin would have to ask and Ms. Beaudoin said, "Westleigh."

CAUSES OF ACTION

FIRST CLAIM

New York City Human Rights Law, N.Y.C. Admin. Code §§ 8-107(5)(a) and (c), and (6)
Source of Income Discrimination
Against All Defendants

127. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

128. Section 8-107(5)(a) of the New York City Administrative Code provides that it shall be "an unlawful discriminatory practice for the owner, lessor, lessee, sublessee, assignee, or managing agent of, or other person having the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation . . . or any agent or employee thereof . . . (1) because of any lawful source of income of [any] person or persons . . . (a) To refuse to . . . rent, lease, approve the . . . rental or lease or otherwise deny to or withhold from any such person or group of persons such a housing accommodation or an interest therein; (b) To discriminate against any such person or persons in the terms, conditions or privileges of the . . . rental or lease of any such housing accommodation or an interest therein or in the furnishing of facilities or

services in connection therewith; or (c) To represent to such person or persons that any housing accommodation or an interest therein is not available for inspection, . . . rental or lease when in fact it is available to such person, [or] (2) To declare . . . or cause to be declared . . . any statement, . . . or to make any record or inquiry in conjunction with the prospective . . . rental or lease of such a housing accommodation or an interest therein which expresses, directly or indirectly, any limitation, specification or discrimination as to . . . any lawful source of income.”

129. Section 8-107(5)(c) of the New York City Administrative Code provides that it shall be “an unlawful discriminatory practice for any real estate broker, real estate salesperson or employee or agent thereof (1) To refuse to . . . rent or lease any housing accommodation . . . to any person . . . or to refuse to negotiate for the . . . rental or lease, of any housing accommodation . . . because of . . . any lawful source of income of such person . . . or to represent that any housing accommodation . . . is not available for inspection, . . . rental or lease when it in fact it is so available, or otherwise to deny or withhold any housing accommodation . . . because of any lawful source of income of such person . . . [or] (2) To declare . . . or cause to be declared . . . any statement, . . . or to make any record or inquiry in connection with the prospective . . . rental or lease of any housing accommodation . . . which expresses, directly or indirectly, any limitation, specification or discrimination as to . . . any lawful source of income.”

130. Section 8-107(6) of the New York City Administrative Code provides that it shall be “an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden [by Section 8-107(5)], or to attempt to do so.”

131. At all relevant times, Defendant Westleigh was an owner, lessor, and/or managing agent of the Westleigh House, as well as a “person” and “covered entity” under Section 8-107. N.Y.C. Admin. Code § 8-102.

132. At all relevant times, Defendant Beaudoin Realty was a “real estate broker” as defined by the New York City Human Rights Law, an agent of Westleigh, and a “person” and “covered entity” under Section 8-107. N.Y.C. Admin. Code § 8-102.

133. At all relevant times, Defendants Stephanie and Michele Beaudoin were “real estate brokers” or “real estate salespersons” as defined by the New York City Human Rights Law, employees and/or agents of Beaudoin Realty, agents of Westleigh, and “persons” and “covered entities” under Section 8-107. N.Y.C. Admin. Code § 8-102.

134. At all relevant times, the Apartment was a “housing accommodation” as defined by the New York City Human Rights Law under Section 8-107. N.Y.C. Admin. Code § 8-102.

135. By and through the conduct hereinbefore alleged, Defendants violated N.Y.C. Admin Code Section 8-107(5) and (6) by discriminating against persons based on their lawful source of income, including, without limitation, by refusing to rent or approve the rental of the Apartment to such persons and withholding the Apartment from such persons; by discriminating against such persons in the terms, conditions or privileges of the rental of the Apartment or in the furnishing of facilities or services in connection therewith; by representing to such persons that the Apartment was not available for inspection or rental when in fact it was available; by making statements and records or inquiries in conjunction with the rental of the Apartment that expressed limitations, specifications, and discrimination as to source of income; and by aiding, abetting, inciting, compelling or coercing these actions and/or attempting to do so.

136. Defendants' conduct was willful, intentional, and reckless.

137. Plaintiff is an aggrieved person as defined by Sections 8-102 and 8-502(h) of the New York City Administrative Code, has been injured by Defendants' discriminatory conduct, and has suffered damages as a result.

SECOND CLAIM

New York State Human Rights Law, N.Y. Exec. Law §§ 296(5)(a) and (c), and (6)
Source of Income Discrimination
Against All Defendants

138. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

139. Section 296(5)(a) of the New York Executive Law provides that it shall be "an unlawful discriminatory practice for the owner, lessor, lessee, sublessee, assignee, or managing agent of, or other person having the right to . . . rent or lease or a housing accommodation . . . or any agent or employee thereof . . . (1) To refuse to . . . rent, lease or otherwise to deny to or withhold from any person or group of persons such a housing accommodation because of the . . . lawful source of income . . . of such person or persons, or to represent that any housing accommodation or land is not available for inspection, . . . rental or lease when in fact it is so available; (2) To discriminate against any person because of . . . lawful source of income . . . in the terms, conditions or privileges of the . . . rental or lease of any such housing accommodation or in the furnishing of facilities or services in connection therewith; [or] (3) 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 . . . rental or lease of such housing accommodation or to make any record or inquiry in connection with the prospective . . . rental or lease of such a housing accommodation which expresses, directly or indirectly, any limitation,

specification or discrimination as to . . . lawful source of income . . . or any intent to make any such limitation, specification or discrimination.”

140. Section 296(5)(c) of the New York State Executive Law provides that it shall be “an unlawful discriminatory practice for any real estate broker, real estate salesperson or employee or agent thereof: (1) To refuse to . . . rent or lease any housing accommodation . . . to any person or group of persons or to refuse to negotiate for the sale, rental or lease, of any housing accommodation . . . because of the . . . lawful source of income . . . of such person or persons, or to represent that any housing accommodation . . . is not available for inspection, . . . rental or lease when in fact it is so available, or otherwise to deny or withhold any housing accommodation . . . or any facilities of any housing accommodation . . . from any person or group of persons because of the . . . lawful source of income . . . of such person or persons [or] (2) 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 any housing accommodation . . . or to make any record or inquiry in connection with the prospective . . . rental or lease of any housing accommodation . . . which expresses, directly or indirectly, any limitation, specification, or discrimination as to . . . lawful source of income . . . or any intent to make any such limitation, specification or discrimination.”

141. Section 296(6) of the New York State Executive Law provides that it shall be “an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden [by Section 296(5)], or to attempt to do so.”

142. At all relevant times, Defendant Westleigh was an owner, lessor, and/or managing agent of the Westleigh House, as well as a “person” under Section 292(a)(1).

143. At all relevant times, Defendant Beaudoin Realty was real estate broker and/or agent of Westleigh, as well as a “person” under Section 292(a)(1).

144. At all relevant times, Defendants Stephanie and Michele Beaudoin were real estate brokers and/or salespersons, as defined by the Human Rights Law, employees and/or agents of Westleigh, agents of Beaudoin Realty, and “persons” under Section 292(a)(1).

145. At all relevant times, the Apartment was a “housing accommodation” as defined by the Human Rights Law under Section 292(a)(1).

146. By and through the conduct hereinbefore alleged, Defendants violated N.Y. Exec. Law Section 296(5) and (6) by discriminating against persons based on their source of income, including, without limitation, by refusing to rent or approve the rental of the Apartment to such persons and withholding the Apartment from such persons; by discriminating against such persons in the terms, conditions or privileges of the rental of the Apartment or in the furnishing of facilities or services in connection therewith; by representing to such persons that the Apartment was not available for inspection or rental when in fact it was available; by making statements and inquiries in conjunction with the rental of the Apartment that expressed limitations, specifications, and discrimination to source of income; and by aiding, abetting, inciting, compelling or coercing these actions and/or attempting to do so.

147. Defendants’ conduct was willful, intentional, and reckless.

148. Plaintiff is an aggrieved person as defined by Section 297(9) of the Executive Law, has been injured by Defendants’ discriminatory conduct, and has suffered damages as a result.

THIRD CLAIM**J-51 Law, N.Y.C. Admin. Code § 11-243(k)
Source of Income Discrimination
Against All Defendants**

149. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

150. Section 11-243(k) of the New York City Administrative Code provides that “No owner of a dwelling to which the benefits of [the J-51 Law] shall be applied, nor any agent, employee, manager or officer of such owner shall directly or indirectly deny to any person because of . . . the use of, participation in, or [eligibility] for a governmentally funded housing assistance program, including, but not limited to, the section 8 housing voucher program and the section 8 housing certificate program . . . any of the dwelling accommodations in such property or any of the privileges or services incident to occupancy therein.”

151. At all relevant times, Defendant Westleigh was the owner of the Apartment, which was located in the Westleigh House.

152. At all relevant times, Westleigh and the Westleigh House received J-51 abatements and the Westleigh House was a “dwelling” within the meaning of the New York City Administrative Code.

153. At all relevant times, Defendant Beaudoin Realty was an agent of Westleigh.

154. At all relevant times, Defendants Stephanie and Michele Beaudoin were agents of Westleigh and/or Beaudoin Realty.

155. By and through the conduct hereinbefore alleged, Defendants violated Section 11-243(k) by directly or indirectly denying persons the Apartment and the

accommodations, privileges, or services incident to occupancy therein, based on their stated use of, participation in, or eligibility for the Section 8 housing voucher program.

156. Defendants' conduct was willful, intentional, and reckless.

157. As an actual, direct, and proximate result of Defendants' actions, Plaintiff suffered injuries.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment against the Defendants as follows:

- a. Declaring that Defendants' discriminatory practices violate the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107 *et. seq.*, and the New York State Human Rights Law, N.Y. Exec. Law § 296 *et seq.*;
- b. Enjoining Defendants, Defendants' agents, employees, and successors, and all other persons in active concert or participation from:
 1. Denying or withholding housing, or otherwise making housing unavailable on the basis of lawful source of income;
 2. 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;
 3. Making any record or inquiry in connection with the prospective rental or lease of any housing accommodation which expresses, directly or indirectly, any limitation, specification or discrimination as to lawful source of income;
 4. Representing to any person because of lawful source of income that a dwelling is not available for inspection or rental when such dwelling is in fact so available and limiting information, by word

- or conduct, regarding suitably priced dwellings available for inspection or rental because of lawful source of income;
5. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling because of source of income; and
 6. Aiding, abetting, inciting, compelling, or coercing the doing of any of the acts forbidden by the New York City Human Rights Law and/or 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:
1. Make all necessary modifications to their policies, practices, and procedures to comply with fair housing laws;
 2. Train all management, agents, and employees on fair housing laws;
 3. Display an Equal Opportunity logo (or statement to that effect) on all advertisements for rental property and display HUD, state, and local fair housing posters in all offices;
 4. Allow monitoring of their advertising, listings, showings of apartments, application process, and rental decisions;
 5. Retain records to allow for appropriate monitoring;
 6. Develop written procedures on rental process and fair housing policy to be distributed to all staff, tenants, and rental applicants; and
 7. Allow testing of employees and agents for unlawful discriminatory practices.

- d. Awarding such damages to Plaintiff 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 Plaintiff such other and further relief as may be just and proper.

Dated: April 29, 2022
New York, New York

KAUFMAN LIEB LEBOWITZ
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_____/s/_____
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