

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LURIE TERRACE TENANTS ASSOCIA-
TION, CLARK COOPER, by his next friend,
JANE COOPER, and GARTHA
PARRISH,

Plaintiffs,

vs.

SENIOR CITIZENS HOUSING OF ANN
ARBOR, INC., ROBERT BLACKBURN,
and MARY JEAN RAAB,

Defendants.

Case No.

Hon.

Mag. J.

Demand for Jury Trial

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PLAINTIFFS' COMPLAINT

Plaintiffs Clark Cooper, Gartha Parrish, and the Lurie Terrace Tenants Association, by their attorneys, Legal Services of South Central Michigan and the Michigan Clinical Law Program for their complaint against defendants Senior Citizens Housing of Ann Arbor, Inc., Robert Blackburn, and Mary Jean Raab, allege as follows:

Introduction

1. Defendant Senior Citizens Housing of Ann Arbor, Inc. (“SCHAA”) is a non-profit owner and manager of Lurie Terrace, an apartment complex in downtown Ann Arbor that provides senior housing (age 62 and older) at below-market rates.

2. Defendant Mary Jean Raab is the president of SCHAA’s board of directors, and defendant Robert Blackburn is SCHAA’s director of administration.

3. The plaintiffs in this case are Clark Cooper, a disabled former resident of Lurie Terrace, Gartha Parrish, a disabled current resident of Lurie Terrace, and the Lurie Terrace Tenants Association, an organization of current residents dedicated to ensuring, among other things, that the defendants respect the rights of disabled Lurie Terrace residents.

4. The plaintiffs challenge the defendants’ policy and practice of forcing residents to move out and give up their affordable apartments if SCHAA unilaterally determines a resident is “unable to live independently,” even if the resident has otherwise complied with all of the terms of his or her lease.

5. SCHAA requires residents to sign leases that give it the ability to evict a resident if the board of directors determines the resident is unable to live independently. The leases also require residents to designate an agent who must relocate the resident if the board makes such a determination, and allows the board itself to

arrange for the relocation of the resident and removal of his or her belongings if no such agent is named.

6. In practice, if SCHAA determines that a resident is unable to live independently, it harasses and coerces the resident into moving by telling the resident and his or her family that the resident is unable to live independently, by threatening eviction, and by repeatedly calling and emailing family members demanding that the resident move.

7. In Mr. Cooper's case, this harassment included revoking modest accommodations of his disabilities, which had been in place for 12 years and had ensured he had an equal opportunity to use and enjoy his housing.

8. Through these actions, the defendants have discriminated against the plaintiffs by denying them housing, threatening them with eviction, imposing drastically different terms and conditions on them compared to other residents, and harassing them, all on the basis of their disabilities.

9. The plaintiffs seek to enforce their rights as individuals with disabilities who are able to meet the requirements of their senior housing and to live and remain in rental housing of their choosing.

10. In doing so, they seek to make real a central feature of the federal Fair Housing Amendments Act (FHAA), which amended the federal Fair Housing Act in 1988, to cover people with disabilities, and recognized that "the right to be free

from housing discrimination is essential to the goal of independent living.” H.R. Rep. No. 100-711, at 18.

11. The defendants, in contrast, have turned the disability-empowering notion of “independent” living from a benefit to an impediment to equal housing opportunities, thus discriminating on the basis of disability in violation of the FHA and other federal and state laws.

Jurisdiction and Venue

12. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1343, and 2201, as well as 42 U.S.C. § 3613. Because the plaintiffs also bring state law claims, the Court has supplemental jurisdiction under 28 U.S.C. § 1367.

13. Declaratory relief is authorized by 28 U.S.C. § 2201, Rule 57 of the Federal Rules of Civil Procedure, MCL 445.922, and Michigan Court Rule (MCR) 2.605. Injunctive relief is authorized by 28 U.S.C. § 2201, 42 U.S. C. § 12188(a), Fed. R. Civ. P. Rule 65, and MCL 445.911.

14. Venue in the Eastern District of Michigan is proper pursuant to 28 U.S.C. § 1391(b)(1) and (2) because the plaintiffs and the defendants reside within the district and because the events or omissions giving rise to the claims occurred here.

The Parties

Clark Cooper

15. Plaintiff Clark Cooper is a 74-year-old autistic man with a hearing impairment. He was a resident of Lurie Terrace from 2004 to October 20, 2017.

16. Pursuant to Rule 17(c)(2) of the Federal Rules of Civil Procedure, Mr. Cooper is bringing suit by a next friend, his sister Jane Cooper.

17. Mr. Cooper currently lives in an independent living apartment at American House Senior Living in Ypsilanti, Michigan, but would return to Lurie Terrace if the defendants stopped discriminating against individuals with disabilities.

Gartha Parrish

18. Plaintiff Gartha Parrish is a 75-year-old woman with severe arthritis. She has lived at Lurie Terrace since March 2017.

19. She is a member of the Lurie Terrace Tenants Association.

Lurie Terrace Tenants Association

20. The Lurie Terrace Tenants Associations (LTTA) is a voluntary association composed of 66 residents of Lurie Terrace and Parkview Apartments (an adjacent property also owned and managed by SCHAA).

21. The LTTA's mission is to ensure (1) that Lurie Terrace is a place where all individuals are treated with respect and dignity and no individual faces abuse or discrimination based on his or her race, color, religion, sex, sexual orientation,

national origin, handicap, or disability; and (2) that the rights of all residents are respected by Lurie Terrace's management and board of directors.

22. The LTTA formed in December 2017 in response to residents' concerns about how the defendants were treating residents, and also in response to the defendants' demand that all residents sign new (less tenant-protective) leases or face eviction.

23. Members of the LTTA, including plaintiff Gartha Parrish, have been injured by, and fear imminent future injury because of, the defendants' unlawful practices.

24. The LTTA has expended time and other resources to investigate and respond to the defendants' discriminatory practices, which have frustrated the LTTA's efforts to carry out its mission.

25. Because the LTTA has had to spend its time and resources investigating and responding to the defendants' discriminatory practices, it has not had the time and resources to take other steps to protect residents' rights and ensure that all residents are treated with respect and dignity through other activities like educational events, direct advocacy with management and the board of directors, or other legal action.

26. For example, though residents have raised concerns about plumbing problems in their apartments, the LTTA has not had the time to investigate or attempt to address these concerns because their limited resources have been spent investigating and responding to the defendants' discriminatory practices. For the same

reason, LTTA has also had limited time to address the problem of overly soft water in the building.

Senior Citizens Housing of Ann Arbor, Inc.

27. SCHAA is a nonprofit organization that owns and manages Lurie Terrace and Parkview Apartments. For purposes of this action, together the two buildings are referred to as “Lurie Terrace.”

28. SCHAA’s nonprofit mission includes providing elderly housing “at rates as economical as the adequacy of facilities might permit” and promoting a “humane, educational and religious approach to the needs of elder citizens.” Restated Articles of Incorporation of Senior Citizens Housing of Ann Arbor, Inc., March 7, 2018.

Robert Blackburn

29. Robert Blackburn is the director of administration at Lurie Terrace and an employee of SCHAA. He has held this position since January 2017.

Mary Jean Raab

30. Mary Jean Raab is the president of SCHAA’s board of directors.

Factual Allegations

Lurie Terrace Background

31. SCHAA owns and manages Lurie Terrace, which has around 130 apartment units, and Parkview Apartments, which has four apartment units.

32. Although there are no formal affordability restrictions on the property, the buildings' rents remain relatively affordable. Rents range from around \$550 for a small efficiency apartment, \$800 for a regular one-bedroom apartment, and \$1,159 for a two-bedroom apartment; those rates include 15 meals per month in the on-site dining room.

33. In contrast, market rates near Lurie Terrace without any meals included are around \$1,250 for a one-bedroom and \$1,500 for a two-bedroom apartment.

34. The buildings are in a desirable location within easy walking distance of downtown Ann Arbor. They are also across the street from a YMCA, next to a large park, and on major bus routes to downtown, shopping, and the University of Michigan Hospital.

35. While there is no paid activities organizer, the buildings' residents organize regular social activities, including weekly movie nights, bingo, and sing-alongs.

36. The residents do not receive medical, personal care, or case management services from SCHAA under their leases.

37. SCHAA's leases require residents to pay their rent and, among other things, to keep their apartments in good condition, keep noise to a minimum during quiet hours, and not to engage in criminal activities. *See* Parrish Lease, attached as Exh. 1; New Lease, attached as Exh. 2.

Discriminatory “Unable to Live Independently” Policies and Practices

38. In addition to these standard lease requirements, SCHAA, through its policies and practices, subjects residents to an additional residency criterion: that a resident be able to “live independently.” This criterion both intentionally discriminates against residents based on their disabilities and has a disparate impact on residents with disabilities.

39. Specifically, SCHAA’s leases allow it to terminate the tenancies of residents whom SCHAA’s board of directors, in its sole discretion, determines to be “unable to live independently.” Parrish Lease, ¶ 1, Exh. 1; New Lease, ¶ 46, Exh. 2.

40. SCHAA also requires residents to designate a local agent to be responsible for relocating them if SCHAA’s board determines they are unable to live independently. Parrish Lease, ¶ 17, Exh. 1.

41. If residents do not have a person to serve as a local agent, or do not designate anyone, then under the lease the resident appoints SCHAA’s board of directors or designee “to arrange the relocation and the removal” of the residents and their property.¹ *Id.*

¹ SCHAA rewrote the old lease and required new residents to sign the new lease starting in mid-2017. The new lease still allows SCHAA to terminate a resident’s tenancy if the board of directors decides the resident is “unable to live independently.” It also allows SCHAA to contact the resident’s emergency contact “to arrange for relocation if it is determined by the [Board] that the Resident is unable to live independently,” but no longer permits SCHAA to arrange for the resident’s relocation and removal if an agent is not designated. Exh. 2, ¶¶ 37-38.

42. These lease provisions impose different, less favorable terms and conditions on residents with actual or perceived disabilities.

43. In addition to imposing these disparate requirements on residents with disabilities, SCHAA expresses a preference for residents without disabilities.

44. For example, in addition to the discriminatory language in its leases, its tagline is “Live Active,” and its website repeatedly describes the property as a community for seniors with “active lives” and “active lifestyles.” *See e.g.*, Lurie Terrace website, www.lurieterrace.org, accessed August 8, 2018.

45. In practice, if the SHCAA board of directors unilaterally determines that a resident is unable to live independently, SCHAA asks the resident to voluntarily move out and give up his or her affordable apartment.

46. If the resident refuses to move, SCHAA repeatedly contacts the resident and/or the resident’s family members, insists that the resident move out, and threatens to file a formal eviction action against the resident.

47. If a resident continues to refuse to move, SCHAA’s board of directors votes to authorize its director of administration to start an eviction action against the resident based solely on his or her alleged inability to live independently, not based on any other material breach of the lease.

48. As a result, when residents see that a fellow resident is having health issues or needs extra help, they try to keep the information from SCHAA because they

know SCHAA's response is to take steps up to and including forcing the resident to move.

49. SCHAA has recently stepped up its discriminatory efforts to force out residents it determines are unable to live independently.

50. SCHAA and defendant Mary Jean Raab hired defendant Robert Blackburn as Lurie Terrace's director of administration in January 2017.

51. They specifically directed him to try to force out residents they deemed unable to live independently.

52. SCHAA also started using a new lease that would make it dramatically easier to evict residents who the board decides are unable to live independently.

53. The new lease also removes the existing lease's "for cause" requirement for eviction or non-renewal, allowing SCHAA to refuse to renew the lease and to force residents to move at the end of the initial lease term, at SCHAA's sole discretion.

54. Residents worry that SCHAA will use the new lease to force out residents with disabilities by refusing to renew their leases and then evicting them.

55. SCHAA started offering the new lease to residents moving into the building in mid-2017 and then tried to force existing residents, who had unexpired leases, to sign the new lease (and to relinquish their existing leases) in December 2017.

56. SCHAA told residents that if they refused to sign the new lease, they would be evicted, even though refusing to sign a new lease is not grounds for eviction under their existing leases.

57. This threat of eviction terrified residents, many of whom live month-to-month off their social security checks and have little, if any, savings.

58. Residents worried that they would lose their affordable apartments, have nowhere to live in the middle of winter, and would be unable to find new housing because they would have an eviction on their record.

59. Moreover, on at least one occasion, when SCHAA explained the new lease to a resident, it failed to mention that the new lease lacks the existing leases' clause that limits eviction to only "for cause" reasons (and also eliminates the existing leases' provision that allows only the *residents* – but not the management – to terminate the lease on 30 days written notice), even after the resident specifically asked whether SCHAA had explained all of the changes in the new lease.

60. Under this threat of eviction and without an understanding of the rights they were giving up, some existing residents, who are LTTA members, signed the new lease and in doing so gave up significant tenant protections in their old leases and agreed to pay a number of new fees.

61. Upon information and belief, at least 50 residents, however, have refused to sign the new lease and remain tenants under their old/existing leases.

The Defendants' Discrimination Against Plaintiff Clark Cooper

62. Plaintiff Clark Cooper is a victim of the defendants' discriminatory campaign to force out individuals it alleges are unable to live independently.

63. Mr. Cooper is a person with a disability as defined by the Fair Housing Act and other civil rights laws. He is autistic and has a hearing impairment. These impairments substantially limit his major life activities, including his ability to hear, learn, think, communicate, and work.

64. Mr. Cooper moved into an apartment at Lurie Terrace in June 2004.

65. Mr. Cooper and his family chose Lurie Terrace because of its sense of community, and proximity to downtown Ann Arbor and to his sister's house.

66. During his tenancy, Mr. Cooper paid his rent and complied with all other requirements of his lease.

67. As a resident, Mr. Cooper enjoyed being a member of the Lurie Terrace and downtown Ann Arbor communities.

68. He would regularly walk and take the bus to coffee shops and stores on Main Street.

69. In the building, he did volunteer tasks for management and other residents. For example, he helped management by posting and removing notices from bulletin boards, and he recycled advertising flyers left in the mailroom.

70. He carried fellow residents' recycling from their rooms to the recycling bins. Early each morning, he sorted the newspapers that were delivered to the building's basement and then delivered the newspapers to the door of each resident with a subscription.

71. Mr. Cooper also frequently chatted with the office and maintenance staff.

72. In January 2017, defendant Blackburn, SCHAA's newly appointed director of administration, contacted Mr. Cooper's sister, Jane Cooper, and asked to meet with her because "Clark was snooping in the office." He said that Mr. Cooper was trying to see what staff were doing on their computers.

73. During her meeting with the new director, Jane Cooper explained that Mr. Cooper had autism, and did not hear well. She informed him that as a result of his disabilities Mr. Cooper had difficulty communicating and with social interactions, and was also intensely curious. She explained that Mr. Cooper most likely was trying to look at the computers simply because he was curious, not for any nefarious purpose.

74. Ms. Cooper explained the accommodations previous managers made for Mr. Cooper and asked Mr. Blackburn to continue to make these accommodations going forward.

75. She explained that because Mr. Cooper had difficulty hearing, and understanding non-verbal communications, previous managers would make sure they

had Mr. Cooper's full attention before talking to him and then speak to him loudly and clearly. In addition, they would sometimes need to repeat their instructions or requests. As an example, she told them that the previous managers reported that they had worked out with Mr. Cooper a way to clearly and directly tell him that a conversation had ended and it was time for him to move on to his next activity.

76. In her conversation with defendant Blackburn, she also explained the importance of the volunteer work Mr. Cooper did for management and residents in the building. It helped his relationships with staff and other residents in particular by allowing practice and reinforcement of communication and social skills between Mr. Cooper and others. It also helped him feel like part of the community.

77. At that point, Mr. Cooper's accommodations had been in place for 12 years, beginning when he moved into the building in 2004.

78. The accommodations were necessary to ensure Mr. Cooper had an equal opportunity use and enjoy his housing, by fostering relationships with staff and other residents, and by helping him to meet his residency obligations.

79. During the meeting, defendant Blackburn told Ms. Cooper that he was not even interested in hearing about the previous accommodations that had been made for Mr. Cooper's disabilities.

80. On June 5, 2017, defendant Blackburn sent Mr. Cooper a letter requesting that he cease all volunteer activities in the building.

81. Around the same time, defendant Blackburn asked Mr. Cooper to stop talking to the maintenance workers and kitchen staff. He said that the property was paying the staff for their time, and Mr. Cooper was wasting their time.

82. Mr. Cooper was very upset by the letter and instructions. He was confused and unhappy that he was suddenly being told to stop doing the things he had been doing for over ten years. He was especially sad that he would no longer be able to help out his neighbors.

83. Rather than accommodating Mr. Cooper's disabilities as requested, defendant Blackburn repeatedly complained to Mr. Cooper and his sister that Mr. Cooper was bothering staff and vendors.

84. Defendant Blackburn said that these behaviors were evidence that Mr. Cooper was unable to live independently and that if the behaviors continued Mr. Cooper would have to move out.

85. Mr. Cooper did not at any time fail to fulfill any of the obligations of tenancy under his lease.

86. In July, defendant Blackburn attended a meeting of the SCHAA board of directors to present a request to evict Mr. Cooper solely on the grounds that he was unable to live independently.

87. The SCHAA board voted to authorize defendant Blackburn to send Mr. Cooper a 30-day notice to quit on the grounds that SCHAA unilaterally determined

that Mr. Cooper was unable to live independently – not on the grounds that he had committed some other material breach of his lease.

88. Shortly thereafter, defendant Blackburn told Ms. Cooper that the SCHAA board had voted to authorize Mr. Cooper’s eviction. He threatened to move forward with the judicial eviction process unless she enrolled Mr. Cooper in an all-day adult day care program, which would effectively remove him from the premises from 8:00 a.m. to 5:00 p.m. daily.

89. On August 3, 2018, Mr. Cooper’s brother, David Cooper, met with defendant Blackburn to discuss his brother’s tenancy.

90. In emails following up on the meeting, David Cooper explained that the family was willing to look into a program for Mr. Cooper after getting an “assessment of Clark’s current functioning, both regarding his capacity for independent living and suitability for various programs in Ann Arbor.”

91. Defendant Blackburn replied, “No, we don’t have to wait for your independent medical assessment,” and again threatened to send the formal eviction notice unless Mr. Cooper was immediately enrolled, against his wishes, in an all-day adult day care program.

92. At the same time, defendant Blackburn continued to make life at Lurie Terrace difficult and unpleasant for Mr. Cooper.

93. For example, defendant Blackburn continued to prohibit Mr. Cooper from delivering newspapers, even after no other residents volunteered to take on the task.

94. Many residents individually asked Mr. Cooper to continue to deliver their newspapers and take down their recycling, but defendant Blackburn told Mr. Cooper that he could not help these residents despite their specific, individual requests for his assistance.

95. Mr. Cooper was hurt and upset because he felt like he was letting down his neighbors who wanted his help.

96. Around this time, plaintiff Gartha Parrish saw office manager Elsie Casiano yelling at Mr. Cooper in the lobby. Mr. Cooper was pushing a recycling cart and Ms. Casiano was yelling for him to stop and put the cart back because that was no longer his job.

97. As a result of the defendants' threats to evict him, their harassment, and their failure to make reasonable accommodations of his disabilities, Mr. Cooper became withdrawn and depressed.

98. Even though Mr. Cooper's family thought the threatened eviction was unfair and discriminatory, they decided to have Mr. Cooper move out rather than to contest the eviction if formal proceedings were initiated.

99. The Cooper family worried about how Mr. Cooper would be treated on a day-to-day basis at Lurie Terrace if they continued to resist the eviction. They also worried that even if they won, having an eviction filing on his record would make it more difficult to find housing in the future and that SCHAA's management would continue to treat Mr. Cooper poorly.

100. Mr. Cooper moved from Lurie Terrace to an apartment at American Housing in Ypsilanti on or about October 20, 2017. American House classifies and markets its building as "independent living."

101. Mr. Cooper's rent at American House is \$2,900 a month. It includes 21 meals a week and a weekly cleaning service.

102. His rent at Lurie Terrace was \$700 a month. It included 15 dinners a month.

103. Neither American House nor any third parties provide any additional services to Mr. Cooper. Other than the difference in the number of meals provided and the weekly housekeeping, American House is similar to Lurie Terrace in that it is rental housing for seniors that provides some helpful amenities, but does not provide individual services or personal care.

104. Mr. Cooper now lives farther from his sister and in a less desirable location. American House is located outside of Ann Arbor on a busy road and near big box stores and strip malls. He can no longer get to downtown Ann Arbor, where he

used to enjoy walking around and visiting coffee shops and the city's off-beat stores.

105. Neither Mr. Cooper nor his family has received any complaints about his behavior at American House.

106. Living at Lurie Terrace after the defendants accused him of being unable to live independently, harassed him about his disability, revoked the modest accommodations he had been granted for years, and otherwise discriminated against him based on his disability, was extremely difficult for Mr. Cooper and caused him emotional distress and harm.

107. Being forced to give up his affordable apartment and leave the communities he had been a part of for 12 years also caused Mr. Cooper financial and emotional distress and harm.

108. If the defendants stopped discriminating against individuals with disabilities, Mr. Cooper would move back to Lurie Terrace, where he took part in a supportive community, resided in a better location, and rented at a lower cost.

The Defendants' Discrimination Against Plaintiff Gartha Parrish

109. Plaintiff Gartha Parrish is a current resident of Lurie Terrace. She has severe arthritis in both shoulders and knees, and she uses a walker. These impairments substantially limit her in the major life activity of movement, including walking.

110. She has witnessed SCHAA employees treating residents with disabilities poorly and has talked to residents who feel like they are being pressured to move out because of their disabilities.

111. Given the defendants' past practices, she worries that if her health declines, the defendants will pressure her to move and/or threaten her with eviction.

112. She was not willing to sign the new lease offered to residents because she worried that doing so would make it easier for SCHAA to evict her if it unilaterally determines she is unable to live independently.

113. Ms. Parrish fears SCHAA will force her to move and that she will be unable to do so because of her limited income and resources.

114. She lives month-to-month off her social security check and has no savings. She has very little left over to pay bills and buy groceries each month. She knows the waitlists for other affordable senior housing are very long, and she cannot move in with her family.

115. The threat of eviction is very stressful for Ms. Parrish. She has had trouble sleeping and has more pain in her knees and shoulders, which has made it harder for her to get around. She has also had less energy and finds it more difficult to concentrate.

116. In January and February 2018, despite the fact that Ms. Parrish did not sign the new lease, SCHAA charged her (and other residents with pets who did not sign the new lease) a \$10 a month pet fee not authorized by the old lease.

Claims

COUNT I: FAIR HOUSING ACT Disability Discrimination against Clark Cooper

117. All of the facts alleged above are re-alleged and incorporated by reference for all of the claims set forth below.

118. SCHAA owns and leases “dwellings,” which Section 802(b) of the Fair Housing Act, 42 U.S.C. § 3602(b), defines to include “any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families.” Defendant Blackburn manages these dwellings, and defendant Raab is the president of the board of directors of SCHAA.

119. The defendants’ conduct, as described above, constitutes making, printing, or publishing, or causing to be made, printed, or published a notice, statement, or advertisement, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination based on disability, in violation of Section 804(c) of the Fair Housing Act, 42 U.S.C. § 3604(c).

120. The defendants’ conduct, as described above, constitutes discrimination in the rental of, or to otherwise make unavailable or deny, a dwelling to a renter

because of a disability, in violation of Section 804(f)(1) of the Fair Housing Act, 42 U.S.C. § 3604(f)(2).

121. The defendants' conduct, as described above, constitutes discrimination against persons with disabilities by refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling, in violation of Section 804(f)(3)(B) of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B).

122. Plaintiff Clark Cooper is an aggrieved person as defined in 42 U.S.C. § 3602(i). Mr. Cooper has been injured by the defendants' discriminatory conduct and has suffered damage as result.

123. The defendants' conduct was intentional, willful, and made in disregard for the rights of others.

124. Accordingly, under 42 U.S.C. § 3613(c), Mr. Cooper is entitled to actual damages, punitive damages, declaratory and injunctive relief, and reasonable attorneys' fees and costs.

COUNT II: FAIR HOUSING ACT
Disability Discrimination Against Gartha Parrish and the LTTA

125. SCHAA owns and leases "dwellings," which Section 802(b) of the Fair Housing Act, 42 U.S.C. § 3602(b), defines to include "any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a

residence by one or more families.” Defendant Blackburn manages these dwellings, and defendant Raab is the president of the board of directors of SCHAA.

126. The defendants’ conduct, as described above, constitutes making, printing, or publishing, or causing to be made, printed, or published a notice, statement, or advertisement, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination based on disability, in violation of Section 804(c) of the Fair Housing Act, 42 U.S.C. § 3604(c).

127. The defendants’ conduct, as described above, constitutes discrimination in the rental of, or to otherwise make unavailable or deny, a dwelling to a renter because of disability, in violation of Section 804(f)(1) of the Fair Housing Act, 42 U.S.C. § 3604(f)(2).

128. Plaintiff Gartha Parrish is an aggrieved person as defined in 42 U.S.C. § 3602(i). She has been injured by the defendants’ discriminatory conduct and has suffered damage as a result. She also fears imminent future injury from the defendants’ discriminatory policies and practices.

129. Plaintiff Lurie Terrace Tenants Association is an aggrieved person as defined in 42 U.S.C. § 3602(i).

130. Members of the plaintiff Lurie Terrace Tenants Association have been injured by the defendants’ discriminatory conduct and have suffered damage as

result. Members of the Lurie Terrace Tenants Association fear imminent future injury from the defendants' discriminatory practices.

131. The defendants' conduct was intentional, willful, and made in disregard for the rights of others.

132. Under 42 U.S.C. § 3613(c), plaintiffs Gartha Parrish and Lurie Terrace Tenants Association are entitled to actual damages, declaratory and injunctive relief, and reasonable attorneys' fees and costs.

**COUNT III: PERSONS WITH DISABILITIES CIVIL RIGHTS ACT (PWDCRA)
Disability Discrimination against Clark Cooper**

133. SCHAA owns and leases real property, as defined by Section 501 of the PWDCRA, MCL 37.1501. Defendant Blackburn manages these dwellings, and defendant Raab is the president of the board of directors of SCHAA.

134. The defendants' conduct, as described above, constitutes making, printing, circulating, posting, or mailing or causing to be made or published a statement, advertisement, or sign, which indicates, directly or indirectly, an intent to make a limitation, specification, or discrimination with respect to a real estate transaction based on disability, in violation of § 502 of the PWDCRA, MCL 37.1502(1)(f).

135. The defendants' conduct, as described above, constitutes discrimination in the rental of, or to otherwise make unavailable or deny, real property to a renter because of disability, in violation of Section 502 of the PWDCRA, MCL 37.1502 (1)(e).

136. The defendants' conduct, as described above, constitutes discrimination against persons with disabilities by refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy residential real property, in violation of Section 506a of the PWDCRA, MCL 37.1506a(b).

137. Plaintiff Clark Cooper has been injured by the defendants' discriminatory conduct and has suffered damage as result.

138. Accordingly, under MCL 37.1606, Mr. Cooper is entitled to actual damages, exemplary damages, declaratory and injunctive relief, and reasonable attorneys' fees and costs.

**COUNT IV: PERSONS WITH DISABILITIES CIVIL RIGHTS ACT (PWDCRA)
Disability Discrimination Against Gartha Parrish and the LTTA**

139. SCHAA owns and leases real property, as defined by Section 501 of the PWDCRA, MCL 37.1501. Defendant Blackburn manages these dwellings, and defendant Raab is the president of the board of directors of SCHAA.

140. The defendants' conduct, as described above, constitutes making, printing, circulating, posting, or mailing or causing to be made or published a statement, advertisement, or sign, which indicates, directly or indirectly, an intent to make a limitation, specification, or discrimination with respect to a real estate transaction based on disability, in violation of Section 502 of the PWDCRA, MCL 37.1502 (1)(f).

141. The defendants' conduct, as described above, constitutes discrimination in the rental of, or to otherwise make unavailable or deny, real property to a renter because of disability, in violation of Section 502 of the PWDCRA, MCL 37.1502 (1)(e).

142. Plaintiffs Gartha Parrish and the LTTA have been injured by the defendants' discriminatory conduct and have suffered damage as result. Ms. Parrish and LTTA's members fear imminent future injury from the defendants' discriminatory policies and practices.

143. Accordingly, under MCL 37.1606, Ms. Parrish and the LTTA are entitled to actual damages, exemplary damages, declaratory and injunctive relief, and reasonable attorneys' fees and costs.

COUNT V: BREACH OF CONTRACT
Against LTTA Members and Gartha Parrish

144. In its existing lease with residents, SCHAA has agreed that it will only terminate their tenancy when it has "cause." Exh. 1, ¶ 1.

145. LTTA's members, including plaintiff Gartha Parrish, have performed their obligations under the lease contract.

146. SCHAA's repeated and unequivocal statements to residents that it would terminate their tenancies and evict them if they did not sign the new leases constituted an anticipatory breach of the contract.

147. SCHAA also breached the existing leases by charging residents who have not signed the new leases, including plaintiff Gartha Parrish, a monthly pet fee not authorized by their current leases.

148. LTTA's members have suffered damages as a result of SCHAA's breach, which include emotional distress and mileage to travel to meet an attorney to seek legal advice and representation.

149. Accordingly, Ms. Parrish and the LTTA are entitled to actual damages resulting from SCHAA's breach.

COUNT VI: DURESS
Against LTTA Members

150. Some members of the LTTA who had existing leases signed the SCHAA's new lease under duress.

151. Accordingly, the LTTA is entitled to declaratory and injunctive relief establishing that the leases signed by these members are void and unenforceable.

COUNT VII: MISREPRESENTATION
Against LTTA Members and Gartha Parrish

152. SCHAA, through its employees, made misrepresentations of material fact to LTTA members in connection with the new leases.

153. Defendant Blackburn told residents that if they refused to sign the new leases, they would be evicted, even though refusing to sign a new lease is not grounds for eviction under their existing leases.

154. The defendants knew that this representation was false when they made it, or they made it recklessly, without knowing whether it was true or not.

155. In addition, the defendants did not tell residents that the new lease lacked the existing lease's clause limiting eviction only to "for cause" reasons.

156. The defendants knew the new leases lacked this clause and knew that failing to disclose this term would create a false impression that the lease term regarding "cause" had not changed from the old lease to the new lease.

157. The defendants intended residents to rely on this misrepresentation and false impression.

158. This misrepresentation and false impression induced residents to sign the new leases, resulting in loss of the residents' contract rights, as well as emotional distress, increased charges under the new leases, and a lease contract that is less favorable than they understood it to be and less favorable and valuable than their existing leases.

159. The benefit of these losses flowed to the defendants.

160. Accordingly, the LTTA and Ms. Parrish are entitled to actual damages, and declaratory and injunctive relief establishing that the new leases are voidable.

**COUNT VIII: MICHIGAN CONSUMER PROTECTION ACT
Against LTTA Members and Gartha Parrish**

161. The Michigan Consumer Protection Act (MCPA) prohibits unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce. MCL 445.901.

162. The defendants are engaged in trade or commerce as they operate a business that deals with the renting and leasing of real property and are therefore subject to the MCPA. MCL 455.902(d).

163. The defendants knowingly violated the MCPA, MCL 445.903(m), by causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of the residents when it informed residents that management had grounds to evict residents who refused to sign the new leases and by charging them pet fees not authorized by their current leases.

164. The defendants knowingly violated the MCPA, MCL 445.903(t), by entering into new leases with residents, which waived the residents' rights and benefits provided in their prior leases, without a clear statement of the waiver or specific consent by the residents.

165. The defendants knowingly violated the MCPA, MCL 445.903(y), because there were gross discrepancies between the terms of the new lease as written and the defendants' oral representations of these terms.

166. The defendants knowingly violated the MCPA, MCL 445.903(bb), by making a representation of fact or statement of fact material to the transaction such that the residents reasonably believed the state of affairs to be other than it actual is when it informed them that it had grounds to evict residents who refused to sign the new leases.

167. The defendants knowingly violated the MCPA, MCL 445.903(cc), by failing to reveal facts that are material to the transaction in light of representation of fact made in a positive matter.

168. The defendants knowingly violated the MCPA, MCL 445.903(aa), by causing coercion and duress as a result of the time and nature of a sales presentation.

169. As a result of the defendants' violations of the MCPA, Ms. Parrish and other LTTA members have suffered losses, including emotional distress, increased charges under the new leases, and a lease contract that is less favorable than they understood it to be and less favorable and valuable than their existing leases.

170. Accordingly, for each violation of the MCPA, the LTTA and Ms. Parrish are entitled to actual damages, or statutory damages of \$250, whichever is greater, and to declaratory and injunctive relief, plus reasonable attorneys' fees.

Prayer for Relief

Wherefore, the plaintiffs respectfully request the Court to enter a judgment against the defendants as follows:

- A. Declaring that the defendants' discriminatory practices violate the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.*;
- B. Declaring that a resident's failure to sign a new lease does not constitute grounds to terminate his or her tenancy under the existing lease;
- C. Declaring that the defendants' actions violate the Michigan Consumer Protection Act, MCL 445.911(1)(a) *et seq.*;
- D. Declaring that the new lease contracts entered into by existing residents are void or voidable;
- E. Enjoining the defendants' and their agents, employees, and successors, and all other persons in active concert or participation, from discriminating on the basis of disability, including the following:
 - a. Making, printing, publishing, or causing to be made, printed, or published a notice, statement, or advertisement, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination;
 - b. Representing to any person that a dwelling is not available for inspection or rental when such dwelling is in fact so available;
 - c. Denying or withholding housing or otherwise making housing unavailable;
 - d. Discriminating in the terms, conditions, and privileges under the leases at Lurie Terrace;
 - e. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford equal opportunity to use and enjoy a dwelling;
- F. Enjoining the defendants' and their agents, employees, and successors, and all other persons in active concert or participation, to take all affirmative steps necessary to remedy the effects of the illegal discriminatory conduct alleged in this complaint and to prevent repeated occurrences in the future. Such affirmative steps should include, but are not limited to, the following:

- a. Make all necessary modifications to its policies, practices, and procedures to comply with the federal Fair Housing Act;
 - b. Eliminate the “ability to live independently” requirements and related lease provisions;
 - c. Adopt a non-discrimination policy prohibiting discrimination based on disability;
 - d. Refrain from terminating the tenancies of residents, or influencing, suggesting, or pressuring residents, directly or indirectly, to terminate their own tenancies, based on their alleged inability to live independently;
 - e. Train all management, agents, and employees on the Fair Housing Act;
 - f. Advertise apartments available for rent in a non-discriminatory manner, including displaying an Equal Housing Opportunity logo (or statement to that effect) on all print and internet advertisement and displaying in all offices and rental buildings appropriate fair housing law posters;
 - g. Allow monitoring of their application, rental, and eviction process;
 - h. Retain advertising, rental, and eviction records to allow for appropriate monitoring;
 - i. Develop written procedures on rental process and fair housing policy to be distributed to all employees, agents, tenants, and rental applicants; and
 - j. Establish a system for testing agents and employees for unlawful discriminatory practices.
- G. Enjoining the defendants to restore plaintiff Clark Cooper to an apartment at Lurie Terrace;
- H. Enjoining the defendants from terminating existing residents’ tenancies or filing summary proceedings actions for failing to sign the new lease;
- I. Enjoining the defendants from engaging in the actions described in paragraphs 161-170, pursuant to MCL 445.911(1)(b);
- J. Awarding such damages to the plaintiffs as will fully compensate them for their loss of civil rights, and other damages, including personal injury, emotional distress, and humiliation caused by the defendants’ unlawful practices.
- K. Awarding the plaintiffs punitive and exemplary damages;

L. Awarding the plaintiffs reasonable attorneys' fees, costs, and expenses incurred in prosecuting this action; and

M. Granting the plaintiffs such other further relief as may be just and proper.

Demand for Jury Trial

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, the plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,

s/Elizabeth Benton (P78057)

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Dated: August 8, 2018