

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. _____

VALERIE GONZALES, and
TRACI EATON,

Plaintiffs,

v.

KATCHEN AND COMPANY,
GEORGE TURK, and
HELEN TURK,

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiffs, Valerie Gonzales and Traci Eaton, by and through undersigned counsel, file their Complaint and Jury Demand and respectfully allege as follows:

I. INTRODUCTION

1. This is an action under the Fair Housing Act (“FHA”), 42 U.S.C. § 3601 *et seq.*, as amended. In response to a history of national discrimination against individuals with disabilities, Congress enacted the amendments to the FHA in 1988. The purpose of the amendments was to prohibit discrimination in the national housing market for individuals with disabilities.¹

¹ The FHA uses the term “handicap,” *see, e.g.*, 42 U.S.C. § 3602(h), which has the same meaning as disability. Plaintiffs shall use the term disabled where possible.

2. “The Fair Housing Amendments Act . . . is a clear pronouncement of a national commitment to end the unnecessary exclusion of persons with handicaps from the American mainstream. It repudiates the use of stereotypes and ignorance, and mandates that persons with handicaps be considered as individuals. Generalized perceptions about disabilities and unfounded speculations about threats to safety are specifically rejected as grounds to justify exclusion.” H.R. REP. NO. 100-711, at 18 (1988), reprinted in 1988 U.S.C.C.A.N. 2173, 2179.

3. Expanding on the previously enacted FHA, which prohibited discrimination in housing based on race, color, religion, and national origin, the FHA, as amended, responded to a recognized prejudice against those with disabilities and illness.

4. Plaintiffs Valerie Gonzales and Traci Eaton here are exactly the types of individuals Congress sought to protect by expanding the FHA. Each is an individual with a disability who uses a service dog, on her doctor’s advice, to assist with disability-related needs.

5. Defendants are also the type of Defendant that Congress had squarely within its mark in expanding the FHA. Defendants are the individual owners and the property manager of Plaintiffs’ apartment building (each lives in a separate apartment). And, acting on the basis of stereotypes, ignorance, generalized perceptions, and unfounded speculations, all while refusing to engage in any type of interactive process with either Plaintiff, Defendants have sought to evict Plaintiffs from their apartments – commencing eviction actions perhaps as soon as today – explicitly, and solely, because of their use of service dogs.

6. Plaintiffs hereby bring this action, asking that this Court enforce Congress’ clear pronouncement prohibiting the exact type of disability discrimination that Defendants are perpetrating against them here.

II. JURISDICTION AND VENUE

7. Plaintiffs' claims arise under the Fair Housing Act ("FHA"), 42 U.S.C. 3601, *et seq.*, as amended.

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1343 and 42 U.S.C. § 3613. This Court has jurisdiction over Plaintiffs' claims for declaratory and injunctive relief pursuant to 28 U.S.C. §§ 2201 and 2202.

9. Venue is proper within this District pursuant to 28 U.S.C. § 1391.

III. PARTIES

10. Plaintiffs Valerie Gonzales and Traci Eaton are and have been at all relevant times citizens of the United States and residents of the State of Colorado. At all relevant times, both Plaintiff Valerie Gonzales and Plaintiff Traci Eaton are and have been (1) individuals with a handicap within the meaning of the FHA, and (2) individuals who use service dogs to assist with disability-related needs. At all relevant times, both Plaintiffs have been tenants (in separate apartments) of Defendants' Country Club Plaza Apartments at 1852 S. Wadsworth Boulevard, Lakewood, Colorado 80232 ("Country Club Plaza Apartments").

11. Defendant Katchen and Company, which also does business under the trade name "Katchen Company" (together, "Katchen"), is a property management, property maintenance, and real estate services company incorporated in the State of Colorado, with its principal place of business at 7111 W. Alameda Avenue, Lakewood, Colorado 80226. Defendant Katchen currently manages, and at all relevant times has managed, the Country Club Plaza Apartments at 1852 S. Wadsworth Boulevard, Lakewood, Colorado 80232. Defendant Katchen acts, and at all relevant times has acted as Defendants George and Helen Turk's agent. Defendant Katchen

currently manages approximately four apartment properties in Colorado, in addition to other retail, office, and industrial properties. At all times relevant, Defendant Katchen has been engaged in the rental of housing within the meaning of the FHA.

12. Defendants George and Helen Turk are the owners of the Country Club Plaza Apartments at 1852 S. Wadsworth Boulevard, Lakewood, Colorado 80232. Defendant George Turk is also registered with the State of Colorado to do business as “Country Club Plaza Apartments.” Upon information and belief, at all relevant times, Defendants George and Helen Turk were citizens of the United States and residents of Highlands Ranch, Colorado. At all times relevant, Defendants George and Helen Turk have been engaged in the rental of housing within the meaning of the FHA.

IV. FACTUAL ALLEGATIONS

13. The Country Club Plaza Apartments in Lakewood, Colorado consist of 18 one-bedroom units and 36 two-bedroom units.

Plaintiff Gonzales

14. In September 2014, Plaintiff Valerie Gonzales moved into a second-story, one-bedroom apartment in the Country Club Plaza Apartments and made a request for a reasonable accommodation request to have her two service dogs in her unit.

15. Plaintiff Gonzales has a history of severe and uncontrollable diabetes, vascular disease, chronic neuropathy, chronic back pain, and depression, among other medical conditions.

16. Plaintiff Gonzales’ medical conditions substantially limit her ability to care for herself, perform manual tasks, eat, sleep, walk, stand, lift, bend, and breathe, and substantially limit the operation of major bodily functions, including her circulatory and endocrine functions.

Because of her medical conditions, Plaintiff Gonzales, for example, has no feeling on the bottoms of her feet, had a toe amputated in August 2014, and experiences daily, chronic pain and depression.

17. Plaintiff Gonzales has a record of such impairments and on information and belief is regarded by Defendant Katchen as having such impairments.

18. Plaintiff Gonzales has two service dogs, Smoky and Chiquita, both four-pound Chihuahuas, each of whom assists Plaintiff Gonzales with different disability-related needs.

19. Chiquita assists with diabetes and assists Ms. Gonzales with her disabilities. For example, in January 2015, Chiquita alerted Plaintiff Gonzales when she had stepped on a shard of glass that lodged in her foot, which she did not know because she has no feeling in her feet. Chiquita barked and hugged Plaintiff Gonzales' feet until she interpreted Chiquita's barking to indicate that something was wrong and went to the doctor, who found and dislodged the shard of glass.

20. Plaintiff Gonzales made her September 2014 request for a reasonable accommodation to Katchen leasing agent Priscilla Rodriguez, who works on-site at the Country Club Plaza Apartments.

21. Ms. Rodriguez informed Plaintiff Gonzales that Katchen would require paperwork before granting her request for a reasonable accommodation, namely, shot and vaccination records, pictures of the service dogs, and a letter from her doctor.

22. Plaintiff Gonzales provided the requested paperwork, including a note from her medical provider, Dr. Kurt Cook at Denver Health's Westwood Clinic in Denver, Colorado,

indicating that Ms. Gonzales required service animals in her home because of her medical conditions.

23. In November 2014, Plaintiff Gonzales became very ill as a result of her vascular disease and breathing conditions, requiring three hospital visits. After and because of her illness, her medical provider Dr. Cook informed Plaintiff Gonzales that she was not to climb stairs. Dr. Cook also informed Plaintiff Gonzales that she should move from her second-story apartment to a ground-floor apartment, because there was no way to access her second-story apartment other than the stairs.

24. In approximately late November 2014, Plaintiff Gonzales again approached Katchen leasing agent Priscilla Rodriguez to request a reasonable accommodation of a move from her second-floor apartment to a ground-floor apartment.

25. Ms. Rodriguez responded that a ground-floor unit, Unit #1, would be available around the first week of January 2015 and that Plaintiff Gonzales could end her lease early and move into the unit around the second week of January.

26. Ms. Rodriguez later informed Plaintiff Gonzales that Defendant Katchen did not have her earlier paperwork and that Plaintiff Gonzales would have to resubmit her paperwork and include additional paperwork for Defendant Katchen to consider her requests for a reasonable accommodation.

27. The paperwork requirements this time were vaccination and shots records, pictures of the service dogs, a description of what services the dogs provides and for what conditions, and, a new requirement, of providing an insurance policy for \$100,000 to insure

against any damage Plaintiff Gonzales two four-pound Chihuahuas might cause to her one-bedroom apartment.

28. On or about December 12, 2014, Plaintiff Gonzales again provided the requested paperwork, including two new notes from Dr. Cook, but she did not provide proof of an insurance policy.

29. Dr. Cook's two notes, dated December 12, 2014, explain that Plaintiff Gonzales requires service animals and a first-floor apartment due to her medical conditions.

30. Plaintiff Gonzales is a Section 8 Voucher holder and has completed all leasing paperwork via her housing specialist, Misty Herrera at Metro West Housing Solutions.

31. On or about January 21, 2015, Defendant Katchen provided Ms. Herrera with a document it had titled "Agreement for Mutual Rescission of Lease." Plaintiff Gonzales understood the document to be for the purpose of, and required to effect, ending her lease on Unit #48 and transferring to Unit #1 on the ground floor.

32. The document stated that Plaintiff Gonzales' lease was rescinded, that Plaintiff Gonzales would vacate her apartment on January 23, and that Defendant Katchen would "transfer" her security deposit of \$330. "Transfer" is a handwritten note on the document, replacing the typed word "refund."

33. The document lists the Owner as Country Club Plaza c/o Katchen Company and appears to be signed by an "Agent for Owner." The signature appears to be leasing agent Priscilla Rodriguez's.

34. Believing it was the purpose of, and required to effect, ending her lease on Unit #48 and transferring to Unit #1 on the ground floor, Plaintiff Gonzales signed the document.

35. Defendants never approached Plaintiff Gonzales (by, for example, giving her keys to the new apartment) to complete her move on January 23, 2015, nor did any of their agents.

36. Plaintiff Gonzales remained in Unit #48 and remains there today.

37. After January 23, 2015 came and passed, Plaintiff Gonzales began asking leasing agent Ms. Rodriguez about the status of her move.

38. Ms. Rodriguez informed Plaintiff Gonzales that the move was “on hold” because Katchen was not going to allow Plaintiff Gonzales to move with her “dogs.”

39. Plaintiff Gonzales began to attempt to contact Defendant Katchen. She made multiple phone calls to Defendant Katchen’s office. She spoke multiple times with receptionist Tammy (last name unknown), who never helped her and eventually began to hang up on her.

40. Seeking to diplomatically resolve the situation in person, on or about January 30, 2015, Plaintiff Gonzales and her partner, Rosemary Santos, went to Defendant Katchen’s office.

41. At Defendant Katchen’s office, Tammy (last name unknown) and another Katchen employee, Katelyn Stone, again told Plaintiff Gonzales that she could not move units unless she got rid of her “dogs” and that she would be evicted unless she got rid of her “dogs.”

42. Ms. Stone also stated to Plaintiff Gonzales that she would refer to Plaintiff Gonzales’ service animals as “dogs” because she did not know that they were service animals.

43. Upset and in fear of losing her apartment after this encounter, on February 3, 2015, Plaintiff Gonzales provided a third letter from her medical provider Dr. Cook’s letter to leasing agent Ms. Rodriguez. Ms. Rodriguez confirmed by signing that she had received it and faxed it to Katchen on that date.

44. Dr. Cook's letter, which is dated January 30, 2015, states, in relevant part, that he was aware Plaintiff Gonzales' housing provider "requires an addition to" his previous letters and explained "[h]er service dogs are recommended for her depression, chronic pain due to neuropathy and severe diabetes."

45. About a week after her visit to the Katchen office, during approximately the first week of February, Ms. Rodriguez gave Plaintiff Gonzales a copy of a notice of demand to quit that she asserted she had attached to Plaintiff Gonzales' door on January 29, 2015.

46. The notice was titled "Demand for Compliance or Possession." The demand orders that, within three days of the time of service, Plaintiff Gonzales either comply with an allegedly violated section of her lease or vacate the apartment. The demand further stated (emphasis in original):

Covenant of the lease being violated: page two, section 10(f)

10. RESIDENT PROMISES
(F) **NOT TO KEEP ANY ANIMAL IN THE APARTMENT.
(PETS ARE NOT ALLOWED TO VISIT OR BE ON THE
PROPERTY)"**

The on-site manage, Priscilla Rodriguez, has noticed a dog entering and leaving your apartment at the Country Club Apartments [# redacted]. Per your lease, animals are not allowed. This warning is in affect [sic] as of January 29, 2015. Please remove the animal from the premises immediately.

47. The notice indicates that it came from "Country Club Plaza Apartments, Landlord." Katchen leasing agent Ms. Rodriguez signed the notice, indicating that she was agent as the "Agent for Owner."

48. On February 26, 2015, Plaintiff Gonzales found attached to her external apartment door a "Notice to Quit for Substantial Violation." The notice purports to terminate

Plaintiff Gonzales' lease "three days after service of this notice to quit" and states that if Plaintiff Gonzales does not quit the premises by that time, her landlord will initiate an eviction action.

The notice states that the reason for termination is violation of her lease as follows (emphasis in original):

"10. RESIDENT PROMISES
(F) **NOT TO KEEP ANY ANIMAL IN THE APARTMENT. (PETS ARE NOT ALLOWED TO VISIT OR BE ON THE PROPERTY)"**

49. The notice refers to the previous notice dated January 29, 2015, which Plaintiff Gonzales did not receive until approximately a week later.

50. The notice indicates that it was signed by, and states that it came from, the "Landlord/Agent for Landlord." On information and belief, Katchen leasing agent Ms. Rodriguez signed the notice, acting as agent for Defendants Katchen and George and Helen Turk.

51. Plaintiff Gonzales calculates that her three days expires today, Monday, March 2, 2015.

52. Plaintiff Gonzales gravely fears that eviction proceedings will be initiated against her, perhaps even this very day.

53. Defendants' actions have caused, and continue to risk causing, Plaintiff Gonzales immediate and irreparable harm. Plaintiff Gonzales is a Section 8 Voucher holder and fears an eviction on her rental history will bring undue hardship to her, and that she may not be able to find another rental unit that will accept her Section 8 Voucher and that will overlook a potential eviction on her rental history. Further, Plaintiff Gonzales fears the costs associated with a rental search and moving. Defendants have also caused Plaintiff Gonzales physical harm, as she

experiences physical pain and challenges when leaving and returning to her unit due to the presence of stairs – indeed, on February 28, 2015, she fell climbing the stairs to her second-floor apartment after her legs gave out on her. Defendants’ actions have also caused Plaintiff Gonzales great anxiety, humiliation, and emotional distress.

54. Plaintiff Gonzales’ dogs are not disruptive or unsanitary, and she has never received any complaints about their behavior.

55. At no point did Defendant Katchen engage in any type of interactive process with Plaintiff Gonzales, including during the face-to-face meeting in the Katchen office. Instead, Defendant Katchen has steadfastly and repeatedly refused to permit Plaintiff Gonzales to have her dogs in her home without discussion.

56. Defendant Katchen has never indicated that Plaintiff Gonzales’ documentation for her need for her service dog is insufficient or requested additional information from her.

57. Plaintiff Gonzales is paying and intends to continue paying the rent on her apartment.

Plaintiff Eaton

58. In September 2014, Plaintiff Traci Eaton moved into a second-story one-bedroom apartment in the Country Club Plaza Apartments and made a request for a reasonable accommodation request to have her service dog in her unit.

59. Plaintiff Eaton has a history of post-traumatic stress disorder (PTSD), anxiety, panic, bipolar disorder, rheumatoid arthritis, fibromyalgia, degenerative discs in her back, and carpal tunnel syndrome. Plaintiff Eaton also has a respiratory condition for which she sometimes uses oxygen.

60. Plaintiff Eaton's medical conditions substantially limit her ability to care for herself, perform manual tasks, eat, sleep, walk, stand, lift, bend, breathe, learn, read, concentrate, think, communicate, and work. These medical conditions also substantially limit the operation of major bodily functions, including Plaintiff Eaton's neurological and respiratory functions.

61. Plaintiff Eaton has a record of such impairments and on information and belief is regarding by Defendant Katchen as having such impairments.

62. Plaintiff Eaton has a service dog, a Boxer mix named Reason, who assists Plaintiff Eaton with her disability-related needs. Reason calms and quiets Plaintiff Eaton when she awakens in the middle of the night or has other abrupt emotional reactions from her PTSD and/or other medical conditions; Reason pulls Plaintiff Eaton up stairs if Plaintiff Eaton is unable to walk up them because of her fibromyalgia; Reason tries to draw Plaintiff Eaton out of bed when she feels unable to get up because of her bipolar disorder, fibromyalgia, and/or other medical conditions; and Reason stops Plaintiff Eaton from pacing when she is doing so because of her anxiety and/or other medical conditions.

63. When Plaintiff Eaton was searching for an apartment, she asked Katchen leasing agent Priscilla Rodriguez, who works on-site at the apartment complex, if she would be allowed to move in to the Country Club Plaza Apartments with her service dog. Ms. Rodriguez informed Plaintiff Eaton that the service dog would be allowed, subject to Plaintiff Eaton providing a certificate stating that the dog was a service animal, or a letter from a doctor.

64. When Plaintiff Eaton was first informed of the certification requirement, she informed Ms. Rodriguez that such certification is not required under federal law.

65. In September 2014, during the week that Plaintiff Eaton was moving into her new apartment, she provided a letter from her psychiatrist, Dr. Shannon Tyson-Poletti, indicating that her dog was a companion animal.

66. Ms. Rodriguez informed Plaintiff Eaton that Katchen refused to accept this paperwork, and that Katchen needed her to provide certification that the dog was a service animal, or a letter from a doctor stating the same.

67. Ms. Rodriguez informed Plaintiff Eaton that Katchen would also require other documentation before granting her request for a reasonable accommodation, namely, vaccination records, a picture of her service dog, and a \$10,000 insurance policy to cover potential damage to the apartment, in addition to the proof of registration as a certified service animal.

68. Defendant Katchen's onerous requirements caused Plaintiff Eaton such anxiety, depression, and fear that she would lose her apartment, that she boarded her service dog for the first several weeks that she occupied her apartment.

69. Plaintiff Eaton obtained a letter on or about October 22, 2014 from Dr. Tyson-Poletti documenting that Plaintiff Eaton was under Dr. Tyson-Poletti's care and required a service dog. Her letter also informed Defendants that the Americans with Disabilities Act prohibited them from charging a deposit, fee, or surcharge for the service dog.

70. On or about October 22, 2014, Plaintiff Eaton provided the doctor's letter, along with the other requested documentation (including proof of certification as a service dog even though that was unnecessary), except for an insurance policy to Katchen leasing agent Priscilla Rodriguez.

71. At this time, Ms. Rodriguez informed Plaintiff Eaton that Katchen already believed the service dog to be in the building, and that Plaintiff Eaton was allowed to bring her service dog to live with her, even though she had not paid for the insurance policy, which Katchen still maintained was required.

72. Only then did Plaintiff Eaton bring her service dog to live with her in her apartment.

73. On or about January 29, 2015, Plaintiff Eaton found attached to her external apartment door a “Demand for Compliance or Possession.” The demand orders that, within three days of the time of service, she either comply with an allegedly violated section of her lease or vacate the apartment. The demand further stated (emphasis in original):

Covenant of the lease being violated: page two, section 10(f)

10. RESIDENT PROMISES

**(F) NOT TO KEEP ANY ANIMAL IN THE APARTMENT.
(PETS ARE NOT ALLOWED TO VISIT OR BE ON THE
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The on-site manage, Priscilla Rodriguez, has noticed a dog entering and leaving your apartment at the Country Club Apartments [# redacted]. Per your lease, animals are not allowed. This warning is in affect [sic] as of January 29, 2015. Please remove the animal from the premises immediately.

74. The notice indicates that it came from “Country Club Plaza Apartments, Landlord.” Katchen leasing agent Ms. Rodriguez signed the notice, indicating that she was agent as the “Agent for Owner.”

75. Upon receiving this demand, Plaintiff Eaton placed her service dog in boarding for about two weeks.

76. On February 3, 2015, Plaintiff Eaton resubmitted her documentation (except for any insurance policy) to leasing agent Ms. Rodriguez. Ms. Eaton also had Dr. Tyson-Poletti's office re-fax her doctor's note to Ms. Rodriguez. Ms. Rodriguez confirmed receipt of all documents, including the re-faxed doctor's note, by signing that she had received it and faxed it to Katchen on that date.

77. On February 26, 2015, Plaintiff Eaton found attached to her external apartment door a "Notice to Quit for Substantial Violation." The notice purports to terminate Plaintiff Eaton's lease "three days after service of this notice to quit" and states that if Plaintiff Eaton does not quit the premises by that time, her landlord will initiate an eviction action. The notice refers to the previous notice posted on Plaintiff Eaton's door on January 29, 2015 and states that the reason for termination is violation of her lease as follows (emphasis in original):

"10. RESIDENT PROMISES
(F) **NOT TO KEEP ANY ANIMAL IN THE APARTMENT. (PETS ARE NOT ALLOWED TO VISIT OR BE ON THE PROPERTY)"**

78. The notice indicates that it was signed by, and states that it came from, the "Landlord/Agent for Landlord." On information and belief, Katchen leasing agent Ms. Rodriguez signed the notice, acting as agent for Defendants Katchen and George and Helen Turk.

79. Plaintiff Eaton calculates that her three days expires today, Monday, March 2, 2015.

80. Plaintiff Eaton gravely fears that eviction proceedings will be commenced against her, perhaps even this very day.

81. Defendants' actions have caused, and continue to risk causing, Plaintiff Eaton immediate and irreparable harm. Plaintiff Eaton is on a Shelter Care Plus Housing Voucher and has been homeless before due to the barriers of finding housing on such a voucher. An eviction on her rental history will not only cause Plaintiff Eaton the loss of her housing, but will cause her to lose the voucher. Plaintiff Eaton is facing the very real risk of being homeless if evicted. Plaintiff Eaton also suffers from mental health issues and without the presence and use of her service dog – as proximately caused by Defendants – her disability has worsened and caused her significant harm. Further, Plaintiff Eaton fears the costs associated with a rental search and moving. Defendants' actions have also caused Plaintiff Eaton great anxiety, humiliation, and emotional distress.

82. Plaintiff Eaton's dog is not disruptive or unsanitary, and she has never received any complaints about the dog's behavior.

83. At no point did Defendant Katchen engage in any type of interactive process with Plaintiff Eaton, instead steadfastly and repeatedly refusing to permit Plaintiff Eaton to have her service dog in her home without discussion.

84. Defendant Katchen has never indicated that Plaintiff Eaton's documentation for her need for her service dog is insufficient or requested additional information from her.

85. Plaintiff Eaton is paying and intends to continue paying the rent on her apartment.

Defendants' Discrimination

86. These incidents with Plaintiffs Gonzales and Eaton are not the first time Defendants have discriminated against their tenants on the basis of disability, and specifically against tenants who use service animals to assist with disability-related needs. In November

2013, Christina Miranda of the Denver Metro Fair Housing Center (“DMFHC”) intervened with Defendant Katchen on behalf of a different tenant when another Katchen property threatened to require this tenant to obtain a liability policy of \$100,000 that named the property as insured or additional insured. This insurance was to protect the apartment against any future possible damage caused by the tenant’s service cat. Ms. Miranda spoke to Katelyn Stone, a Katchen employee, who put her in contact with an attorney, Mr. James Thompson. Ms. Miranda educated Mr. Thompson regarding fair housing laws, including providing Defendant with federal guidance on fair housing law and reasonable accommodations, including the Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act. Mr. Thompson acknowledged Defendants were not allowed to require pet insurance in granting a reasonable accommodation in that case and did not require the tenant to do so.

V. STATEMENT OF CLAIM FOR RELIEF

CLAIM FOR RELIEF

**Violation of Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, as amended
(Against All Defendants)**

87. Plaintiffs fully incorporate by reference each and every allegation herein.

88. Plaintiffs are “aggrieved person[s]” as defined in 42 U.S.C. § 3602(i), as they have been injured by Defendants’ discriminatory housing practice and believe that they will be injured by a discriminatory housing practice that is about to occur.

89. As alleged herein, Plaintiffs are individuals with a “handicap” as defined in the FHA, 42 U.S.C. § 3602(h), and this statutory term as used in this Complaint has the same meaning as “disabled.”

90. With respect to Plaintiff Gonzales, the violations of the FHA by Defendants, directly or through their agents, include without limitation to:

- a. making or causing to be made a statement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on handicap, and or an intention to make any such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c);
- b. discriminating in the rental, or otherwise making unavailable or denying, a dwelling to Plaintiff Gonzales because of her handicap, in violation of 42 U.S.C. § 3604(f)(1)(A);
- c. discriminating in the terms, conditions, or privileges of rental of a dwelling to Plaintiff Gonzales because of her handicap, in violation of 42 U.S.C. § 3604(f)(2)(A); and
- d. discriminating against Plaintiff Gonzales by refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations were necessary to afford Plaintiff Gonzales equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

91. With respect to Plaintiff Eaton, the violations of the FHA by Defendants, directly or through their agents, include without limitation to:

- a. discriminating in the terms, conditions, or privileges of rental of a dwelling to Plaintiff Eaton because of her handicap, in violation of 42 U.S.C. § 3604(f)(2)(A); and

- b. discriminating against Plaintiff Eaton by refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations were necessary to afford Plaintiff Gonzales equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

92. Defendants unlawfully coerced, intimidated, threatened, or interfered with Plaintiff Gonzales in the exercise or enjoyment of, or on account of her having exercised or enjoyed, her rights granted or protected by the FHA, in violation of 42 U.S.C. § 3617.

93. Defendants unlawfully coerced, intimidated, threatened, or interfered with Plaintiff Eaton in the exercise or enjoyment of, or on account of her having exercised or enjoyed, her rights granted or protected by the FHA, in violation of 42 U.S.C. § 3617.

94. Specifically, Defendants have discriminated and retaliated on the basis of handicap by without limitation (1) initially refusing to grant either Plaintiff's request for a reasonable accommodation for their respective service dogs without an onerous and unsubstantiated insurance policy in a ridiculously absurd amount, and ultimately refusing their requests altogether, and (2) threatening to evict Plaintiffs because of their respective service dogs.

95. Defendants' conclusory denials of each Plaintiff's requests for a reasonable accommodation for their respective service dogs had no verifiable, legitimate and/or necessary factual or legal bases.

96. At all relevant times, Defendants were aware of each Plaintiff's disability, each Plaintiff's record of disability, and regarded each Plaintiff as disabled.

97. Defendants have acted intentionally, willfully, wantonly and in reckless disregard for Plaintiffs' civil rights.

98. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiffs have suffered immediate and irreparable harm and significant injuries, damages, and losses, and continue to do so.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants, and award them all relief as allowed by law, including, but not limited to, the following:

- a. A declaration that Defendants have violated the FHA;
- b. Issuance of a temporary restraining order and preliminary injunction prohibiting Defendants and their officers, directors, agents, employees, and successors, and all other persons in active concert or participation with them, from initiating eviction proceedings against the Plaintiffs;
- c. Issuance of appropriate equitable relief, including but not limited to a permanent injunction, ordering Defendants and their officers, directors, agents, employees, and successors, and all other persons in active concert or participation with them, to take all affirmative steps necessary to remedy the effects of the illegal, discriminatory, and retaliatory conduct described herein and to prevent similar occurrences in the future;
- d. Actual and compensatory damages, including, but not limited to, those for past and future pecuniary and non-pecuniary losses, such as loss or violation of civil rights, emotional

distress, loss of reputation, humiliation, inconvenience, loss of enjoyment of life, and other nonpecuniary losses, in an amount to be determined at trial;

e. Punitive and/or liquidated damages for all claims allowed by law in an amount to be determined at trial;

f. Pre-judgment and post-judgment interest at the highest lawful rate;

g. Award of Plaintiffs' reasonable attorneys' fees and costs, as provided by law; and

h. Such other additional or alternative relief as the Court finds just and proper.

PLAINTIFFS DEMAND A JURY TRIAL ON ALL ISSUES SO TRIABLE.

Dated this 2nd day of March, 2015.

Respectfully Submitted,

/s/ Sarah M. Morris

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