

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK  
ALBANY DIVISION**

UMH PROPERTIES, INC. and  
UMH OF COXSACKIE, LLC,

Plaintiffs,

v.

VILLAGE OF COXSACKIE;  
VILLAGE OF COXSACKIE MAYOR  
MARK EVANS, in his official capacity; and  
VILLAGE OF COXSACKIE BOARD OF  
TRUSTEES,

Defendants.

Case No. 1:18-CV-1182 [GLS/ATB]

**COMPLAINT**

**JURY TRIAL DEMANDED**

**INTRODUCTION**

1. Plaintiffs bring this action against Defendants Village of Coxsackie (“the Village”); Village of Coxsackie Mayor Mark Evans, in his official capacity; and the Village of Coxsackie Board of Trustees (collectively, “Defendants”), for the discriminatory and otherwise unlawful actions that have delayed, prevented, and otherwise interfered with attempts by Plaintiffs UMH Properties, Inc. and UMH of Coxsackie, LLC (collectively, “UMH” or “Plaintiffs”) to construct an affordable manufactured housing development in the Village of Coxsackie.

2. UMH began plans to develop a manufactured home community called Mountainview Estates in 2004. Although Village officials initially supported the development, soon after UMH purchased the property in 2005, residents of the Village of Coxsackie mounted a full-scale campaign in opposition to the development. Village officials bowed to that

discriminatory opposition and have subsequently prevented the development through a variety of actions over the last 13 years.

3. The Village has a dearth of affordable housing and Mountainview Estates, if built, would help alleviate the need for affordable housing, particularly among families with children in the vicinity of the Village. Mountainview Estates would provide up to 330 homes with most available for sale at a price of \$100,000 or below and with a significant portion available to rent at affordable rates.

4. Given the demographics of the surrounding housing market, these affordable homes would be disproportionately occupied by African Americans, Latinos, and families with children, who are over-represented among area households with incomes likely to purchase or rent homes at these price points. The diverse population that would purchase and rent homes in Mountainview Estates would alleviate the extreme segregation of the Village of Coxsackie, which is over 96% white. In contrast, the town of Hudson, New York, which is just 15 minutes away, is just 55% white.

5. Commencing in 2005, UMH has submitted several complete applications for the Mountainview Estates project that met all applicable zoning requirements. But the Village has used the full weight of its municipal authority to prevent UMH from ever beginning development. Ultimately, the Village adopted, in January 2018, a highly restrictive zoning ordinance for manufactured home communities that was directed exclusively at UMH and its parcel and that makes the development of any manufactured home community in the Village economically infeasible. The zoning ordinance effectively bans manufactured housing developments, which provide much-needed affordable housing, from the Village.

6. Defendants' actions in opposition to Mountainview Estates have unlawfully discriminated against potential residents on the basis of race, national origin, and familial status; have a disparate impact on the basis of race, national origin, and familial status; and perpetuate segregation in violation of the Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601 *et seq.*

7. Defendants' adoption of the 2018 manufactured home zoning ordinance is an unreasonable, arbitrary, and discriminatory restriction on the use of Plaintiffs' property in violation of state law, and Plaintiffs are entitled to relief under N.Y. CPLR § 3001. In addition, Defendants' refusal to act upon, and constructive denial of, Plaintiffs' multiple applications to develop Mountainview Estates is arbitrary, capricious, and an abuse of discretion in violation of state law and Plaintiffs are entitled to relief under N.Y. CPLR §§ 7801-7806.

#### **JURISDICTION AND VENUE**

8. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1343, 1367; and 42 U.S.C. § 3613.

9. Venue is proper in this District and Division under 28 U.S.C. § 1391(b) because the claims arose in this District and Division, Defendant is incorporated in this District, Plaintiffs do business in this District, and a substantial part of the events and omissions giving rise to the claims occurred in the District and in Greene County.

#### **PARTIES**

10. Plaintiff UMH Properties, Inc. is a corporation organized under the laws of Maryland, with its principal place of business in New Jersey. UMH Properties, Inc. is a real estate investment trust authorized to do business in the State of New York. UMH Properties, Inc. is engaged in the business of acquiring, developing, and operating manufactured home land lease communities. The president of UMH Properties, Inc., is Samuel A. Landy.

11. Plaintiff UMH of Coxsackie, LLC is a limited liability company organized under the laws of New York with its principal place of business in Greene County, New York. UMH of Coxsackie, LLC was incorporated in or around 2005 for the purpose of developing Mountainview Estates in Coxsackie, New York. The president of UMH of Coxsackie, LLC is Samuel A. Landy.

12. Defendant Village of Coxsackie is a municipal corporation located in Greene County, New York. The Village is organized under and operates by virtue of the rules of the State of New York. The Village is governed by a Mayor and an elected Board of Trustees. The Village Planning Board is comprised of the Chairperson, four members, and one alternate member.

13. Defendant Mark Evans is the Mayor of the Village of Coxsackie. The Mayor of the Village of Coxsackie is the presiding member of the Village Board of Trustees, and serves as the Village's chief executive officer. Defendant Evans is sued in his official capacity as Mayor of the Village of Coxsackie.

14. Defendant Village of Coxsackie Board of Trustees is elected by the residents of the Village of Coxsackie. The Village Board of Trustees is the legislative body responsible for managing Village operations.

## **FACTUAL BACKGROUND**

### **Village of Coxsackie Demographics and Housing Stock**

15. The Village of Coxsackie is significantly less diverse than the surrounding area. The Village is 96.1% white and just 2.3% African American and 0.8% Latino. In contrast, Greene County—where the Village is located—is 6.2% African American and 5.4% Latino. Greene County and all adjacent counties are a total of 80.6% white, 7.4% African American, and

5.9% Latino. Any housing development, and particularly an affordable housing development drawing its residents from the surrounding housing market, would be disproportionately occupied by African Americans and Latinos as compared to the existing Village population, and would reduce the existing extreme level of segregation of the Village.

16. The Village of Coxsackie lacks affordable home ownership options and, in particular, offers few affordable options for families with children. There are very few move-in ready homes for sale with three or more bedrooms that are listed below \$200,000. Many of those options are foreclosed homes to be sold at auction that are not move-in ready, or homes in need of gutting or total rehabilitation.

17. There are only three apartment complexes that offer low-income housing in Coxsackie. The largest of those complexes, Bethany Village, serves only low-income seniors ages 62 and older and therefore is entirely unavailable for families with children.

18. The second largest of the three low-income housing complexes in Coxsackie, Peppertree I, offers 96 one- and two-bedroom units. There is no current availability at this apartment complex and the small bedroom sizes make the units infeasible for many families with children. The remaining low-income apartment complex in Coxsackie offers only 24 units.

19. The affordable housing options in Coxsackie do not meet the needs of families with children, as the housing stock is overwhelmingly comprised of one- and two-bedroom apartments. And even these apartments are generally not vacant.

20. The median home value in the Village of Coxsackie is around \$175,000, and the vacancy rate of the Village's housing is extremely low, at 10.2%. The low vacancy rate and minimal availability of low-income housing, including for families with children, make it

impossible for low-income people and/or families with children to access housing in the Village of Coxsackie.

21. UMH's proposed Mountainview Estates community would provide a large inventory of move-in ready, affordable, large homes that would be ideal for families with children and people with lower incomes.

**Background on Manufactured Housing in the United States**

22. Manufactured homes are factory-built to construction standards established by the United States Department of Housing and Urban Development ("HUD"). Modular homes are factory-built to the local, applicable building codes. Mobile homes are factory-built homes constructed before the implementation of the HUD code in 1976 or not constructed to any uniform building code.

23. Manufactured housing is significantly less expensive per square foot than new or existing site-built housing. As a result, manufactured homes are more affordable and give lower-income individuals an opportunity to live in communities that are otherwise financially inaccessible.

24. It is undeniable that there is an affordable housing crisis in America. Over the last 50 years, rents have risen 12 times faster than household incomes. As a result, the percentage of renters who spend more than thirty percent of their income on housing (i.e., are overburdened by their housing costs) continues to rise. The Village of Coxsackie is no exception to this trend and, as described above, has a particular shortage of affordable housing options.

25. Manufactured homes could meaningfully alleviate the country's current affordable housing crisis, but the number of produced manufactured homes remains low. One of

the largest contributing factors to the low volume of manufactured home production in America is restrictive zoning.

26. Manufactured homes are affordable as well as aesthetically pleasing and safe. The average monthly housing cost of a manufactured home is \$564, which is about half of the average housing cost for a site-built home or apartment. Because costs are lower, an estimated 71.1% of manufactured homes are owned (rather than rented) by their occupants, which is a significantly higher percentage than owned site-built homes.

27. Today's manufactured home is now more energy-efficient and higher-quality than previous manufactured homes or mobile homes, in part because of changes to the HUD Code in 1994 and the passage of the Manufactured Housing Improvement Act of 2000, which both require more stringent standards for production of quality and energy-efficient homes.

28. All New York manufactured home lessors are afforded the statutory protections of Section 233 of New York's Real Property Law, which ensures that residents of manufactured homes have their rights adequately protected.

### **Background of UMH**

29. UMH owns and operates manufactured homes communities throughout eight states, including New York, New Jersey, Indiana, Maryland, Michigan, Ohio, Pennsylvania, and Tennessee. Generally, when UMH develops a community, it creates a wholly owned subsidiary to own and operate it, such as UMH of Cossackie, LLC for the Cossackie development.

30. UMH has been in the manufactured homes business since 1968 and currently operates 115 communities comprising over 20,000 homesites. Seven of the communities are in New York State. UMH owns approximately 6,000 homes that it rents to residents. The rentals account for approximately 29% of all UMH homesites.

**UMH's Attempt to Develop Mountainview Estates in the Village of Coxsackie**

31. In June 2005, UMH purchased 180 acres of land, approximately 110 of which are located in the Village of Coxsackie, and 70 additional acres in the Town of Coxsackie for the purpose of developing Mountainview Estates. The property is located on Lawrence Street and Van Dyke Street in the Village of Coxsackie. At the time of purchase, the Village Zoning Code allowed for a development of a 330-unit manufactured home community on the acreage located in the Village. UMH did not plan on developing the portion of the property located in the Town.

32. Before purchasing the property, UMH's President and CEO and other UMH representatives met with the Village Mayor and Village Trustees to explain their proposed plan for the site. The Trustees expressed support for UMH's acquisition of the property and the development of UMH's planned manufactured home community.

33. UMH also hired an engineering firm, to inspect and review the physical condition of the property, including the availability of city water and sewer. The firm's report demonstrated that adequate city water and sewer was available.

34. UMH planned to develop the majority of Mountainview Estates units to be affordable, like the other communities it owns and operates. In the last year, most homes in UMH communities have sold for between approximately \$50,000 and approximately \$125,000.

35. The precise pricing of UMH homes in Mountainview Estates would depend on what types of homes prospective residents would seek. Purchasers can buy homes already located on a homesite, but can also order a customized home to be placed on a homesite.

36. Typically, UMH owns the homesites in its communities. The majority of sites have homes that are owned by the resident individuals or families. For approximately 30% of



UMH homesites (25% in its New York communities), UMH owns the home and rents it to an individual or family.

37. UMH planned to develop the Mountainview Estates community in phases of approximately 50 homes per phase. Residents could choose from homes that are single-section, multi-section, or multi-section with an attached garage. The homes would typically range from approximately 1000 to 2000 square feet. The number of different sizes and types of the homes would adjust based on demand, economic conditions, and owner customization.

38. Recent UMH home sales have averaged around \$75,000 per home. In New York, recent UMH home sales have averaged around \$100,000 and UMH homes in Mountainview Estates would have had similar price points.

39. UMH also anticipates that approximately 25% of the homes in Mountainview Estates would be maintained for some period as rentals. The percentage of rentals in a UMH community is typically higher when the community is first being developed. In all of its communities, the average rental amount for a UMH home is \$737 and in New York communities, the average rental amount is \$869. Mountainview Estates homes would have rented at similar prices.

40. UMH planned to include significant recreational space at Mountainview Estates, including a clubhouse, swimming pool, tennis courts, and walking trails. These recreational facilities would have been similar to the facilities in many of its other communities.

41. After purchasing the property in 2005, UMH built a model home on the parcel. UMH held open houses and specifically invited Village of Coxsackie government officials to

visit the model home. None of the officials came to the open house. The model home in Cossackie is pictured here:



42. Shortly after UMH purchased the property, UMH’s acquisition of the property was reported in the local newspaper. This press attention alerted residents of the Village of Cossackie to UMH’s plans, and residents began to oppose the development. The statements and comments against the project were framed with coded language based on stereotypes about residents of manufactured home parks.

43. Almost immediately after the first article about UMH’s acquisition of the property was published in October 2005, Village Trustee Joseph Zanchelli wrote a letter to the editor and in a sharp departure from initial support for the project, he explained that the residents UMH would attract were undesirable. Zanchelli stated that: “[i]f you need help to better visualize what I am talking about, just watch virtually any episode of ‘Cops’ and that should be enough to show you what one of UMH’s developments are actually like, in my opinion.”

44. Many community members expressing opposition to Mountainview Estates employed stereotypes and language intended to invoke images of African Americans and Latinos

and what they perceive to be low-income families with children who would be the residents of the UMH development. These statements include references to fears of increases in crime, concerns about declining property values, and fears that children who would reside in the development would take over the schools.

45. Community opposition based on school capacity and class sizes is plainly pretextual. Enrollment in the Coxsackie-Athens school district has been declining for the past 25 years and is projected to continue to decline into the future. By 2020, enrollment in the district is projected to have decreased by 14% from the district's peak enrollment.

46. Former Village Trustee and Mayor Henry Rausch advised UMH that the community and Village Officials were not going to approve a project that offered affordable housing for families, based on stereotypes and negative conceptions about people who lived in affordable manufactured homes. Mr. Rausch advised UMH that it would need to re-think certain aspects of the project and to emphasize the higher-end component of the project when communicating with community members and Village officials.

47. In response to the community opposition, in August 2005, two months after UMH acquired the property, the Village of Coxsackie placed a moratorium on any development in the Village. The Village asserted that the moratorium was to allow the Village to review its zoning regulations and/or address issues related to water quality. In reality, however, the moratorium was adopted for the purpose of forestalling UMH's efforts to develop Mountainview Estates. Upon information and belief, the only significant vacant land within the Village is UMH's property that it purchased for Mountainview Estates. The moratorium primarily, if not exclusively, affected UMH and its ability to develop land within the Village.

48. UMH submitted an application for a variance from the moratorium on December 7, 2006. The application proposed a community of 280 manufactured homes.

49. A review of the project pursuant to the State Environmental Quality Review Act (“SEQR process”) was undertaken pursuant to this application.

50. Following the SEQR process, state officials only identified two issues related to the proposed project had to be resolved: the possible habitat of an endangered species of owl on or near the project and the capacity and the availability of the Village’s wastewater and disposal systems.

51. As described in more detail below, UMH provided solutions to both issues, but the Village never acted on UMH’s application for the variance. The refusal to act is a theme that would continue throughout UMH’s subsequent dealings with the Village over the following decade, as UMH repeatedly tried to engage the Village in considering various applications, without success.

52. After expiration of the temporary moratorium, UMH submitted another application on September 21, 2007 to build a Planned Unit Development (“PUD”). The Village never acted on UMH’s September 21, 2007 application. The moratorium was later reinstated and was in place, without justification, for the unreasonable time of approximately three years.

53. In June 2008, the Village enacted Local Law No. 4 of 2008 which was included in the Coxsackie Village Code as Chapter 87, Article III (the “Code”), setting forth standards for manufactured home parks as well as a process by which proposed manufactured home parks were subject to an application review and licensing process by the Village Board.

54. At all times relevant to this Complaint, UMH has been the owner of the only parcel of real property within the Village that could be developed as a manufactured home park.

Absent a variance, manufactured home parks are limited to the MDR-3 zone and to parcels greater than 20 acres. UMH owns the sole parcel that meets those requirements.

55. According to the terms of that amended zoning code, the property could no longer accommodate the 280 units proposed in the September 2007 application that the Village had never acted on. UMH submitted a plan for 253 units that complied with the terms of the new zoning code. Despite submitting an application that fully complied with the new, amended code, the Village still refused to act on UMH's application.

56. UMH submitted yet another application on February 28, 2013, for development of 253 units. This application was ultimately deemed by the Village as complete and sent to the Village Planning Board, which issued a recommendation that the Board deny UMH's application. As had always happened previously, the Village Board did not issue a decision either to approve or deny UMH's application.

57. The Village Planning Board's recommendation to deny the application was based on the fact that the Planned Development District ("PDD") zoning could only accommodate a project of 248 units, as well as issues relating to owl habitat and sewer issues.

58. But the Planning Board's recommendation was erroneous and pretextual. UMH had already agreed to limit the development to 248 units. UMH was prepared to enter into a "take" permit with the Department of Environmental Conservation ("DEC") to set aside the required owl habitat and had offered several possible solutions to the sewer issue.

59. On September 11, 2017, UMH submitted yet another application that proposed development of 161 manufactured units on 68.3 acres. The application sought conditional approval for Mountainview Estates, contingent upon final resolution of the sewer issue. UMH filed this application immediately prior to the Village's amendment to its manufactured home

zoning ordinance which would effectively prohibit development of the parcel as a manufactured home community. The Village refused to act on this application, citing the Village's sewer capacity issues and the Village's position that the application should be processed under the zoning ordinance passed after the submission of UMH's application.

60. UMH has proposed satisfactory resolutions to the two *potentially* legitimate issues that have been raised in regard to the proposed Mountainview Estates development.

#### **Owl Issue and Resolution**

61. UMH filed an application with DEC for an incidental take permit with respect to the alleged presence of grassland bird habitat occupied by threatened and endangered birds (short-eared owl and northern harrier) on the UMH property; the application included a "Habitat Conservation and Management Plan" ("HCMP").

62. In 2012, UMH met with DEC and negotiated the terms upon which DEC would issue the incidental take permit; DEC's approval of the incidental take permit included the requirement that UMH execute an irrevocable restrictive covenant barring development of that portion of UMH's land to be set aside as bird habitat.

63. UMH purchased additional acreage that it could set aside as owl habitat. UMH and DEC reached agreement on the terms of a DEC take permit where UMH would set aside 57.2 acres of grassland habitat for the short-eared owl when Mountainview Estates was developed.

64. UMH remains ready and willing to meet the terms of the take permit with the DEC when it is permitted to develop Mountainview Estates.

**Village Sewer Issues and Proposed Resolutions**

65. The Village of Coxsackie has been under an Order on Consent issued by the DEC since 2009 as a result of the Village's insufficient disposal of sewage. The Order on Consent requires the Village to submit a work plan to DEC for review and approval containing a schedule to investigate and address inflow and infiltration ("I/I") in its sewer system.

66. In August 2010, DEC cited the Village for violation of the Order due to the Village's failure to complete the work plan required under the Order and due to the Village's continuing practice of violating various provisions of state and federal law and regulations due to the Village's discharge of raw untreated sewage to the Hudson River. As a result, a modified DEC Order on Consent was executed in 2010.

67. In July 2012, the DEC cited the Village with violating the Order, for failure to complete the work plan, and found that the Village was in violation due to discharge of sewage from overflow locations. As a result, a second Modified Order on Consent was entered into in 2012.

68. The Village repeatedly asserts that its failure to act on, or failure to approve, UMH's applications to build a manufactured home park is due to the sewer-related moratorium as imposed by the Order on Consent, and has represented to UMH that its unable to take any action until the Order is lifted. The Village has made several representations regarding when it anticipates full remediation of its insufficient disposal of sewer. Currently, the Village is representing that remediation will occur in 2020.

69. The Village's suggestion that Mountainview Estates cannot be built due to the sewer moratorium is pretextual. The Village itself has requested permission, and been approved for, sewer hook-ups for other projects, including new non-affordable housing developments.

70. Notwithstanding the Order on Consent, several other developers have been able to obtain sewer connections despite the moratorium. In fact, one of the projects that the Village obtained connections for was a different housing developer, Aaron Flach, who proposed the development of 75 units of senior housing. Mr. Flach's planned development was not designed as affordable housing, nor was it designed to house families with children.

71. In addition, UMH has proposed a detailed plan for building its own private sewage plant and/or septic system for Mountainview Estates, which it would cease using once the Village is no longer subject to the Order on Consent. The Village has denied UMH's proposal for a private plant without explanation as to why it would not solve the sewer issue until the Order on Consent is lifted.

72. UMH has also offered to pay the village \$10,000 per sewer hook-up to allow the Village the funding necessary to mitigate its sewer issues.

73. In a letter dated August 12, 2016, Attorney Jason Shaw wrote to UMH and asserted that he felt that UMH's proposed resolution to the sewer issue was insufficient. Attorney Shaw represented that UMH could either wait the "several years" required for the Village to comply with its obligations to resolve sewer issues with the DEC, or for UMH itself to identify remedial mitigation measures.

74. Attorney Shaw's letter does not state why he rejects UMH's proposal to synchronize the development of Mountainview Estates to the availability of sewer and wastewater treatment capacity that was expected to become available as early as 2018.

75. Attorney Shaw's letter does not explain why it is not feasible for UMH to construct its own sewer system, as UMH had previously represented that it was willing to do. In conversations between UMH and the DEC, the Department was amenable to UMH's



construction of a private wastewater treatment plant that it would cease using once public sewer became available. UMH proposed this alternative to the Village, but the Village rejected this approach out of hand without explanation.

76. Additionally, UMH has indicated that it would be willing to accept conditional approval of its application for Mountainview Estates, pending the availability of additional sewer capacity, in accordance with Section 7-725-A of the N.Y. Village Law which explicitly recognizes that such conditional approvals may be granted. The Village has not explained why it will not issue such conditional approval, and has instead recited the same reasons as a basis for not acting on UMH's application.

77. UMH submitted a written request that its September 2017 application to develop Mountainview Estates be placed on the May 2018 Village Trustee Board agenda and that the application be reviewed under the zoning ordinance in effect when the application was submitted on September 11, 2017. On May 10, 2018, the Village, through its Village counsel, stated that it is unable to act on the Mountainview Estates application until UMH obtains approval from the DEC for a sewer mitigation project or the Village completes its sewer improvement project. Village counsel also asserted on May 10, 2018 that the Mountainview Estates application would be reviewed under the zoning ordinance adopted by the Village after UMH submitted its application.

78. On September 7, 2018, UMH again requested by letter to the Village to have its September 2017 application on a Village Board meeting agenda. As of the filing of this complaint, the Village has not responded to that request.

**Community Opposition to Mountainview Estates**

79. The continuing backdrop to the Village's refusal to consider the various applications submitted by UMH is the Coxsackie community's opposition to the development and the type of people they believe the community would attract.

80. Several residents who spoke out against Mountainview Estates at a public hearing on October 9, 2017, explained that the Village schools could not handle the development. One resident explained that he was opposed because it would "bring a lot more children into our community." Another explained that she was opposed out of a desire "to keep our community like it is," and that this "trailer park" was unwelcome in the Village.

81. The Mayor has even stated that, "The job and responsibility of the planning board and the elected village board is to protect the charm, character, and make-up of the village." It is clear that the priority of the Village's residents and leadership is to preserve existing housing and services to the overwhelmingly white (96%), affluent, and older Village residents, rather than providing needed affordable housing to African-American and Latino households, as well as lower-income families with children, in the surrounding area.

82. The Facebook group "Keep Coxsackie Charming" was created in October 2017, shortly after UMH submitted one of its applications for a manufactured home park license. The Facebook group has been used primarily as a forum for Coxsackie residents and others to express opposition to the UMH development and their discriminatory reasons for doing so. Residents have expressed that the development is unwelcome because the schools "are at the perfect class sizes" and this development would change that dynamic. Another resident similarly expressed opposition specifically because the development could be an all-ages community, and

would “threaten” the school system. Various residents have expressed the opinion that the project is a “glorified trailer park.”

83. A petition entitled “Keep Coxsackie Charming” (also advertised on the “Keep Coxsackie Charming” Facebook group), has the stated purpose of support of the Proposed Local Law No. 6 which would prevent UMH’s development.<sup>1</sup> The petition states “I support this proposed law,” and “I want the village character to remain as is.” Comments on the petition include:

- i. “I’m all for growth, but not from another trailer park.”
- ii. “Putting a glorified Trailer Park in town is not progress.”
- iii. “It is vital to retain this quaint historic hometown feel. . .[t]his village must retain its character.”

84. Posts on the “Keep Coxsackie Charming” Facebook group encouraged residents to attend hearings on October 11, 2017 and January 12, 2018, in order to express opposition to the UMH project and support Local Law No. 6 which would effectively prevent UMH’s proposed development.

85. At these meetings, residents have continued to use coded language that relies on stereotypes about minorities and lower-income families with children. This language often focuses on the development’s impact on crime, safety, property values, and school quality.

*October 9, 2017 Village Board Hearing*

86. Spurred into action by opposition fomented by the Keep Coxsackie Charming group members and others, dozens of community members opposing Mountainview Estates attended the October 9, 2017 Village Board Hearing.

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<sup>1</sup> Local Law No. 6 was subsequently withdrawn, amended, and re-introduced as Local Law No. 6-A on or about November 13, 2017.

87. One audience member speaking out against the development noted her belief that increased crime would result. She stated: “I know for a fact that many more people in that kind of situation is going to call for a full-time police department.”

88. Another audience member stated in opposition, “Everybody’s trying to beautify the community and make it attract – nice homes and – and middle-income families. And to bring in a large mobile home park would completely change the character of this village.”

89. One speaker noted that the town where she grew up, Cohoes, used to be like Coxsackie, but an increase in the population has led them to lose their small-town aesthetic. Cohoes was 94% white as of the 2000 Census. By 2016, Cohoes was 10% less white and had seen increases in its Latino and African-American populations.

*January 11, 2018 Village Board Hearing*

90. The purported subject of the January 11, 2018 Board Hearing was Proposed Local Law No. 6-A, the amended version of Proposed Local Law No. 6. But the attendance and comments revealed that the true subject of the meeting was UMH’s proposed project, and all of the organized opposition to that project.

91. One speaker explained that she was opposed to the development because she wanted to raise her son in a safe community, and was worried about how the project would change that.

92. Several speakers indicated that they thought the project would have a negative impact on the school system.

**Local Law No. 6-A**

93. On September 11, 2017, the same day that UMH filed its most recent application for the Mountainview Estates project, the Village Board introduced Proposed Local Law No. 6

and scheduled a hearing for October 9, 2017. The Village Board later introduced an amended version of the law, Proposed Local Law No. 6-A.

94. The stated purpose for the proposed law was to repeal Local Law No. 4, passed in 2008. The new law would materially amend the provisions of Article III of Chapter 87 of the Village Code setting forth the standards for how manufactured home parks within the village are approved and licensed.

95. Local Law No. 6-A exclusively affects UMH and its proposal to construct Mountainview Estates. During the course of numerous discussions with Village officials in the months and years prior to the introduction of Local Law No. 6-A, Village officials indicated to UMH that their only objection to the project related to sewage capacity. Meanwhile, however, Village officials were drafting and preparing Local Law No. 6-A, which prevented UMH from developing Mountainview Estates and otherwise prevents any developer from constructing an economically viable manufactured home community.

96. Despite the exclusive effect of Local Law No. 6-A on UMH and the property it owns in the Village, UMH was not informed about the proposed law and discovered the legislation just days before it was introduced.

97. The law significantly reduces the number of lots that can be built on UMH's property, because it now requires a minimum lot size of 10,000 square feet per manufactured home lot.

98. The previous law allowed for a minimum lot size of 5,000 square feet and would have allowed UMH to build 161 homes on the property. Local Law No. 6-A reduced the number of buildable homes to 80.

99. The minimum lot size requirement completely deprives UMH of the opportunity to develop a manufactured home park in a financially feasible manner.

100. An additional provision of the new law requires that “a minimum of twenty-five percent (25%) of the total mobile home park area to be reserved for recreational facilities available to all mobile home park residents.” This requirement would apply exclusively to manufactured home parks, and no other form of housing.

101. While UMH had always planned for a substantial investment in recreational and public facilities open to all residents, devoting 25% of the total land to such facilities substantially contributes to UMH’s inability to develop the land in a financially viable manner, particularly when substantial open space is already guaranteed with the oversize lot requirements.

102. The Village has offered no reasonable explanation for these provisions of Local Law No. 6-A, including why the minimum lot size of 10,000 square feet and the 25% set-aside is required. These provisions are arbitrary in that the requirements do not reasonably promote any legitimate interest of the Village.

103. In the MDR-3 zone, conventional subdivision development is subject to a minimum lot size of 10,000 square feet with no requirement of any kind that any percentages or amount of land be set aside for recreational facilities. Accordingly, affordable manufactured home developments are subject to discriminatory treatment as compared to conventional subdivision development due to the imposition of both the 10,000 square feet minimum lot size and the 25% recreational set aside.

104. Local Law No. 6-A imposes unique requirements—which are unrelated to any unique aspect of manufactured home communities—on manufactured home communities that are not imposed on other forms of housing communities.

**Effect of Local Law No. 6-A and the Constructive Denial of the Mountainview Estates Application**

105. As a significant source of affordable housing, particularly in the context of new homeownership, manufactured homes are generally purchased by households with lower average incomes than the households buying single-family, site-built homes. In the Coxsackie housing market, African Americans and Latinos are disproportionately represented among those households with incomes likely to buy or rent homes at the Mountainview Estates community. In Greene County, the median family income for African Americans is approximately \$45,000 and the median family income for Latinos is approximately \$42,500. In contrast, the median family income for whites is over \$65,000. The disparities are even greater for the Albany metropolitan statistical area (MSA), which includes much of the housing market for Coxsackie, where the median family incomes are: African Americans, \$42,000; Latinos, \$52,000; and whites, \$83,500.

106. The likely racial composition of Mountainview Estates (based on the demographics of the housing market area among those with household incomes likely to purchase or rent a manufactured home in the community) would be approximately 8% African American and 4% Latino. This stands in stark contrast to the demographics of the Village of Coxsackie, which is 2.3% African American and 0.8% Latino. In other words, the likely population of Mountainview Estates would have over three times the proportion of African Americans and five times the proportion of Latinos as compared to the population of the Village.

107. Defendants' actions, which disproportionately exclude African Americans and Latinos from the Village of Coxsackie perpetuate and reinforce these patterns of segregation.

The percentage of African American and Latino households in the housing market likely to purchase or rent a unit in Mountainview Estates is greater (to a statistically significant degree) than the percentage of white households in the housing market likely to purchase or rent a unit in Mountainview Estates.

108. The constructive denial of the Mountainview Estates applications and Local Law No. 6's effective preclusion of any manufactured housing community in the Village causes a disparate impact on African Americans and Latinos, who are disproportionately represented among the housing market most likely to purchase or rent a home in Mountainview Estates. Families with children are also disproportionately represented, particularly in light of the lack of availability of affordable homes of a sufficient size to accommodate most families with children.

#### **INJURY TO PLAINTIFFS**

109. Through their actions described above, Defendants have injured and are continuing to injure UMH, as well as the intended residents of Mountainview Estates.

110. The Village's continuing, unwarranted refusal to take action on UMH's applications constitutes a constructive denial of UMH's applications by the Village.

111. Defendants' actions, including, *inter alia*, the Village's constructive denial of UMH's applications and the improper adoption of a new zoning code that would allow the Village to deny UMH's application, constitute unlawful interference with UMH's right to develop an affordable manufactured home park, because that project would benefit African Americans, Latinos, and families with children.

112. Village officials' express and tacit endorsement of the discriminatory sentiments espoused by opponents of UMH and the Mountainview Estates project have the intent and effect



of retaliating against UMH for proposing an affordable manufactured home park in the Village, and in chilling UMH and others from proposing similar developments in the future.

113. The entire sequence of events, including the Village's failure to act on multiple applications that complied with Village zoning, environmental, and other regulatory requirements, and the Village's unlawful adoption of new Local Law No. 6-A for the sole purpose of rendering UMH's proposal infeasible, have made it impossible for UMH to develop any financially viable manufactured home park on its land in the Village of Coxsackie.

114. UMH has expended significant financial resources in planning the Mountainview Estates project and revising its plans to meet the requirements of the different zoning regulations passed by the Village and the findings of the SEQR review, including, but not limited to, project management expenses and costs incurred in developing and revising the site plan, architectural drawings, engineering plans, and other plans.

115. UMH has lost the opportunity to obtain the significant income it would have received if allowed to construct Mountainview Estates. For each home sold in Mountainview Estates, UMH would have made approximately \$30,000 to \$50,000 in sales profit. This amount reflects the difference between the home sale price and the cost of building the home and preparing the lot. UMH would also collect lot rents for the life of the project, which would be a monthly amount of approximately \$500 per lot. Depending on the size of the project—between the 330-unit development UMH seeks to build and the 160-unit development UMH proposed in an effort to meet the Village's discriminatory zoning requirements—UMH would have profited, in the first seven years of the development, between approximately \$13 million and \$40 million.

116. UMH continues to seek to develop Mountainview Estates on the parcel of land that it owns in the Village. Defendants' actions continue to prevent UMH from developing

Mountainview Estates or any project at all that provides affordable, manufactured homes on the site.

117. In addition to the injuries that UMH has suffered and continues to suffer, Defendants' actions have had and continue to have the purpose and effect of limiting housing opportunities for African Americans, Latinos, and families with children who would live at Mountainview Estates.

118. Defendants' actions are disproportionately denying housing opportunities in the Village of Coxsackie to African Americans, Latinos, and families with children.

119. Defendants' actions have the purpose and effect of perpetuating racial segregation in housing in the Village of Coxsackie because those actions will disproportionately preclude low-income African-American and Latino families from the surrounding areas from moving into the nearly all-white Village.

120. Defendants' actions constitute unlawful interference with housing opportunities on the basis of race, national origin, and familial status.

121. As a proximate result of the acts and practices described above, UMH has suffered, continues to suffer, and will suffer in the future, great and irreparable loss and injury, including, but not limited to, economic losses and a deprivation of UMH's right to develop racially integrated affordable housing for individuals and families free from discrimination based on race and familial status.

### **FIRST CAUSE OF ACTION**

#### **Fair Housing Act, 42 U.S.C. § 3604**

122. Plaintiffs reallege and incorporate by reference Paragraphs 1 to 121 of this Complaint.

123. Defendants, through their actions and the actions of their agents described above, are liable for the violation of Plaintiffs' rights under the federal Fair Housing Act, 42 U.S.C. § 3604(a), under which it is unlawful "[t]o sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin."

124. Defendants are further liable under 42 U.S.C. § 3604(b), which makes it unlawful to "[t]o discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin."

125. Defendants are further liable under 42 U.S.C. § 3604(c), which makes it unlawful "[t]o make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination."

126. Defendants' actions to obstruct, delay, and deny Plaintiffs' Application for Manufactured Home Park License in order to develop Mountainview Estates, are and have been based on discriminatory motives related to the race, national origin, and/or familial status of the likely residents of Mountainview Estates, specifically the likelihood that the population of Mountainview Estates will include many African Americans, Latinos, and/or families with children.

127. Defendants' actions have a disparate impact on African Americans, Latinos, and/or families with children by making affordable housing in the Village of Cossackie unavailable to those groups.

128. Defendants' actions perpetuate and reinforce patterns of segregation in the Village of Coxsackie and its housing market.

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

## **SECOND CAUSE OF ACTION**

### **Fair Housing Act, 42 U.S.C. § 3617**

130. Plaintiffs reallege and incorporate by reference Paragraphs 1 to 129 of this Complaint.

131. Defendants, through their actions and the actions of their agents described above, are liable for the violation of Plaintiffs' rights under the federal Fair Housing Act, 42 U.S.C. § 3617, under which "[i]t shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title," as Defendants' actions have interfered with Plaintiffs' efforts to build and operate an affordable housing development that would disproportionately benefit African Americans, Latinos, and families with children, and constitute retaliation against UMH for proposing a project that would serve these groups.

132. Defendants' actions to obstruct, delay, and deny Plaintiffs' application for approval of Mountainview Estates, are and have been based on discriminatory motives related to the race, national origin, and familial status of its likely residents, specifically the likelihood that the population of Mountainview Estates will include many African Americans, Latinos, and families with children.

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

### **THIRD CAUSE OF ACTION**

#### **Declaratory Judgment Action under N.Y. CPLR § 3001**

134. Plaintiffs reallege and incorporate by reference Paragraphs 1 to 133 of this Complaint.

135. The Village of Coxsackie's zoning ordinance, as amended on January 11, 2018, rendered development of manufactured homes on Plaintiffs' parcel or anywhere in the Village infeasible by increasing the minimum lot size for manufactured homes from 5,000 square feet to 10,000 square feet, was enacted with an exclusionary purpose of preventing affordable manufactured home communities from being built in the Village, ignores regional needs for affordable housing, and has an unjustifiably exclusionary effect of preventing development of affordable housing in the Village. The ordinance further discriminates against manufactured housing communities in violation of New York law by imposing arbitrary requirements that are not imposed on other housing forms.

136. The amended zoning ordinance is an unreasonable, arbitrary, and discriminatory restriction on the use of Plaintiffs' property, and Plaintiffs seek a declaratory judgment of same under N.Y. CPLR § 3001.

137. The amended zoning ordinance is unconstitutional and unlawful under New York state law, both on its face and as applied to Plaintiffs, because it constitutes exclusionary zoning and has no relation to the Village's interests in public health, safety, and general welfare, and Plaintiffs seek a declaratory judgment of same under N.Y. CPLR § 3001.

138. Plaintiffs have been injured by Defendants' zoning ordinance, as amended on January 11, 2018, and have suffered damages as a result.

#### **FOURTH CAUSE OF ACTION**

##### **Article 78 Proceeding in the Nature of Certiorari and Mandamus Under N.Y. CPLR §§ 7801-7806**

139. Plaintiffs reallege and incorporate by reference Paragraphs 1 to 138 of this Complaint.

140. Defendants' actions to obstruct, delay, and deny Plaintiffs' applications for zoning approvals to develop a manufactured home community on the subject parcel, as alleged herein, have prevented and continued to prevent Plaintiffs from developing a manufactured home community on the subject parcel.

141. By failing to timely review, consider, or approve Plaintiffs' September 11, 2017 application for zoning board approval of the Mountainview Estates manufactured home development prior to the zoning ordinance amendments adopted on January 11, 2018, Defendants failed to perform their legal duty to act on a properly submitted zoning application.

142. By failing to timely review, consider, or approve Plaintiffs' September 11, 2017 application for zoning board approval of the Mountainview Estates manufactured home development prior to the zoning ordinance amendments adopted on January 11, 2018, Defendants constructively denied Plaintiffs' application, which violated the Village's lawful procedures and was arbitrary, capricious, and an abuse of discretion.

143. Because of Defendants' bad faith and undue delay in refusing to consider Plaintiffs' September 11, 2017 zoning application prior to the zoning code amendments adopted on January 11, 2018, Plaintiffs are entitled under the special facts doctrine to have their pending

September 11, 2017 application considered under the zoning ordinance in effect at the time of that application and not the amended ordinance currently in effect.

144. Defendants, through their attorneys, asserted on May 10, 2018 that Defendants would not consider or take any action on Plaintiffs' September 11, 2017 zoning application under the amended zoning code or the zoning code in effect at the time of Plaintiffs' application.

145. Plaintiffs have been injured by Defendants' amendment of the zoning code of the Village of Coxsackie on January 11, 2018, and have suffered damages as a result.

#### **DEMAND FOR JURY TRIAL**

146. Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs demand a trial by jury on all issues triable as of right.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray that the Court grants it the following relief:

(1) Enter a declaratory judgment that the foregoing acts, policies, and practices of Defendants constitute violations of the Fair Housing Act; that the January 11, 2018 amended zoning ordinance is an unreasonable, arbitrary, and discriminatory restriction on the use of Plaintiffs' property; that the January 11, 2018 amended zoning ordinance is unconstitutional and unlawful exclusionary zoning under New York State law; and that Defendants have failed to perform their legal duty to act on a properly submitted zoning application;

(2) Enter an injunction enjoining Defendants and their officers, agents, employees, successors, and all others in active concert or participation with them from discriminating on the basis of any protected class and to promptly review Plaintiffs' pending application under the zoning ordinance in effect at the time of application;

(3) Award compensatory damages to Plaintiffs in an amount to be determined by a jury that would fully compensate Plaintiffs for its injuries caused by the conduct of Defendants alleged herein;

(4) Award punitive damages to Plaintiffs in an amount to be determined by a jury that would punish Defendants for the willful, wanton, and reckless conduct alleged herein and that would effectively deter similar future conduct;

(5) Award Plaintiffs reasonable attorneys' fees and costs pursuant to 42 U.S.C. 3613(c)(2);

(6) Award prejudgment interest to Plaintiffs; and

(7) Order such other relief as this Court deems just and equitable.

Dated: October 1, 2018

Respectfully submitted,

/s/ Joseph J. Wardenski  
Reed Colfax\*  
Joseph J. Wardenski (N.D.N.Y. Bar #700487)  
Andrea Lowe\*  
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\* Motion for *pro hac vice* admission  
forthcoming



JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 UMH Properties, Inc.; UMH of Coxsackie, LLC

**(b) County of Residence of First Listed Plaintiff** Monmouth County, NJ  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**  
 Relman, Dane & Colfax PLLC, 1225 19th Street, NW, Suite 600,  
 Washington, DC 20036, 202-728-1888

**DEFENDANTS**  
 Village of Coxsackie; Village of Coxsackie Mayor Mark Evans, in his official capacity; Village of Coxsackie Board of Trustees

County of Residence of First Listed Defendant \_\_\_\_\_  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Injury Product <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input checked="" type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation - Transfer     8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Fair Housing Act, 42 U.S.C. § 3601 et seq.

Brief description of cause:  
Discrimination on the basis of race, national origin, and familial status

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    **DEMAND \$** \_\_\_\_\_    CHECK YES only if demanded in complaint:  
**JURY DEMAND:**     Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):    JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE 10/01/2018    SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY    RECEIPT # 4524368    AMOUNT \$400.00    APPLYING IFP \_\_\_\_\_    JUDGE GLS    MAG. JUDGE ATB