

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

GILEAD COMMUNITY SERVICES, INC.,	:	Case No.:	3:17-cv-627
RAINBOW HOUSING CORP. and THE	:		
CONNECTICUT FAIR HOUSING CENTER, INC.:	:		
	:		
PLAINTIFFS,	:		
	:		
v.	:		
	:		
TOWN OF CROMWELL, ENZO FAIENZA,	:		
individually and in his official capacity as Mayor	:		
of the Town of Cromwell,	:		
ANTHONY SALVATORE, individually and in his	:		
official capacity as Town Manager of the Town of	:		
Cromwell, and JILLIAN MASSEY, in her official	:		
capacity as the Zoning Enforcement Officer of the	:		
Town of Cromwell	:		
	:		
DEFENDANTS.	:	April 17, 2017	

COMPLAINT

I. INTRODUCTION

1. Plaintiffs Gilead Community Services, Inc. and Rainbow Housing Corp. (hereinafter collectively “Gilead”) and the Connecticut Fair Housing Center (“CFHC” and, collectively with Gilead, “Plaintiffs”) bring this civil rights action, pursuant to the federal Fair Housing Act, the Americans with Disabilities Act, and the Rehabilitation Act of 1973, to remedy discriminatory actions by the Defendants that resulted in the denial of housing to Gilead’s clients, who are people with disabilities, injured Gilead’s reputation, finances and ability to assist its clients in moving out of segregated institutional settings and into housing in the community, caused CFHC to divert scarce resources to address this discrimination and frustrated CFHC’s mission of ensuring equal access to housing for all. Plaintiffs seeks declaratory, injunctive and monetary relief.

2. Between April and September 2015, the Town of Cromwell (“the Town” or “Cromwell”), its Mayor, its Town Manager and its Zoning Enforcement Officer (all of whom are named as Defendants) and others engaged in a concerted effort to prevent Gilead from operating a community residence for six men with mental health diagnoses in an existing single family residence at 5 Reiman Drive in Cromwell (“the house on Reiman Drive”), established pursuant to § 8-3e(a)(3) of the Connecticut General Statutes (“Conn. Gen. Stat.”).

3. Notwithstanding the clear state statutory mandate that “[n]o zoning regulation shall treat [such a community residence] in a manner different from any single family residence,” Conn. Gen. Stat. § 8-3e, Defendants engaged in a number of overt and discriminatory acts, because of the disabilities of the actual and prospective residents of the house on Reiman Drive, with the purpose and effect of preventing the operation of the house on Reiman Drive and denying such residents the chance to live in housing of their choice in the community.

4. Defendants were not mere passive municipal participants refereeing a dispute between Gilead and Town residents who did not want the house on Reiman Drive. Rather, the Defendants took a leading role in fanning the flames of community opposition, providing community forums for amplifying the opposition’s voice, and knowingly and intentionally invoking the full weight of municipal authority to prevent Gilead from operating the house on Reiman Drive.

5. As outlined in greater detail below, Defendants took or approved the following actions because of the disabilities of actual and prospective residents of the house on Reiman Drive:

- a. Contrary to established municipal practice, and knowing that the house on Reiman Drive was exempt from local zoning and associated public hearing requirements

pursuant to Conn. Gen. Stat. § 8-3e(a)(3), Defendants departed from long-standing, established Town practice, and called a special Town forum and encouraged Town residents to attend and oppose Gilead's operation of the house;

b. Defendants issued an official Town press release requesting that Gilead relocate the house;

c. Defendants petitioned the Connecticut Department of Public Health ("DPH") to deny Gilead the ability to operate the house on Reiman Drive;

d. Defendants issued a "Cease & Desist Order," wrongly alleging that Gilead was operating the house "without first obtaining proper zoning permits," in violation of Town zoning regulations; and

e. Defendants denied Gilead a property tax exemption for which it was clearly eligible.

6. As a consequence of the Defendants' discriminatory actions recited herein, and the hostile environment resulting from these actions, Gilead had to limit occupancy at the house to just two residents for several months, and eventually was forced to cease its operations on August 31, 2015.

7. Defendants' discriminatory actions, described herein, deprived Gilead of the opportunity to fulfill its mission and the mandate of federal disability rights laws to serve its clients with mental health diagnoses in the most integrated settings in the community, consistent with their individual needs.

8. Each client that Gilead proposed to move—or actually did move—into the house on Reiman Drive was determined, by clinical professionals, to be capable of living in more integrated community settings like those available in the house on Reiman Drive.

9. Defendants' discriminatory actions denied Gilead clients access to community-based housing and forced them to remain in settings more restrictive and institutional than clinically indicated to be in their best interests.

10. The Town's actions described herein amount to disability discrimination in violation of the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.* ("FHA") and its implementing regulations at 24 C.F.R. § Part 100. In passing the FHA, Congress clearly pronounced "a national commitment to end the unnecessary exclusion of persons with handicaps from the American mainstream." H.R. Rep. No. 711, 100th Cong., 2d Sess. 18 (1988), *reprinted at* 1988 U.S. Code Cong. & Admin. News 2173, 2179.

11. The Town's actions similarly violate the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.* ("ADA"), and its implementing regulations at 28 C.F.R. § Part 35, which require the Town to administer all of its programs and activities—including its legislative, executive, zoning and code enforcement functions—in a manner that does not discriminate on the basis of disability, and further require the Town to "administer [its] services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities." 28 C.F.R. § 35.130(d).

12. Finally, as a recipient of federal financial assistance—including Community Development Block Grants and other funding from the U.S. Department of Housing and Urban Development ("HUD")—the Town is obligated to comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 ("Section 504") and its implementing regulations at 24 C.F.R. § Part 8, which prohibit discrimination on the basis of disability by entities receiving federal financial assistance.

13. As a result of Defendants' discriminatory actions, Gilead has been unable to offer housing and support services to its clients in the most integrated setting appropriate to their needs and capabilities. The residents who lived in or planned to live in the house on Reiman Drive instead had to live in more restrictive settings.

14. Because of its inability to continue operations at the Reiman Drive house, since August 31, 2015, Gilead has been unable to provide community-based housing and supports for at least six potential clients who are instead forced to reside in more restrictive institutional settings.

15. Beyond their impact on Gilead and its clients, Defendants' discriminatory actions convey a deep hostility to community living for people with disabilities and prevent Gilead and similarly situated providers of housing and services for people with disabilities from carrying out their own programs of community support.

16. Defendants' open expression of hostility to the house on Reiman Drive and reintroduction to the housing market of discriminatory animus toward and stereotypes about people with disabilities frustrate the CFHC's mission to eliminate housing discrimination and ensure that all people have equal access to housing of their choice. To counteract this frustration of its mission, the CFHC has had to divert its scarce resources to confront Defendants' discriminatory actions.

17. As a direct result of Defendants' actions, CFHC diverted resources from other activities in order to monitor Defendants' efforts to prevent the operation of the house on Reiman Drive, provide advice to Gilead, and chronicle Defendants' actions. CFHC has also diverted resources to conduct outreach to housing providers and modified its fair housing trainings to highlight the illegality of discriminating against people with disabilities. In the absence of the

Defendants' discriminatory conduct, CFHC would have devoted its scarce time and resources to other activities such as education and outreach targeted to individual victims of discrimination, including those belonging to other protected classes, and training for housing providers on their fair housing obligations.

II. JURISDICTION

18. This Court has subject matter jurisdiction of the federal claim asserted in this action under 28 U.S.C. § 1331.

19. Plaintiffs' claims for declaratory and injunctive relief are authorized by 28 U.S.C. §§ 2201, 2202 and 1343, and by Rules 57 and 65 of the Federal Rules of Civil Procedure.

20. This action for declaratory and injunctive relief arises in part under the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12132, *et seq.*, and under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794.

III. VENUE

21. Venue is proper under 28 U.S.C. § 1391(b) because the incidents giving rise to this action occurred within this judicial district.

IV. PARTIES

22. Gilead is a nonstock corporation which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Its mission is to provide housing and community-based services to individuals with mental illnesses and has, since 1968, offered such services in Middlesex County, Connecticut as an alternative to living in institutional or clinical settings, consistent with the obligations of the above-referenced federal disability rights laws. Rainbow Housing Corporation is a separate corporate entity affiliated with and controlled by Gilead.

23. Plaintiff CFHC is a nonprofit corporation incorporated in Connecticut. CFHC's office is located at 221 Main Street, Hartford, Connecticut 06106.

24. Defendant Town of Cromwell is a Connecticut municipality.

25. Defendant Mayor Enzo Faienza was at all times relevant the Mayor of the Town of Cromwell.

26. Defendant Anthony Salvatore was at all times relevant the Police Chief and the acting Town Manager of the Town of Cromwell.

27. Defendant Jillian Massey was at all times relevant the Zoning Enforcement Officer ("ZEO") for the Town of Cromwell.

V. FACTS

28. In early 2015, pursuant to a contract from the State of Connecticut Department of Mental Health and Addiction Services ("DMHAS"), Gilead sought to open and operate a small community residence in Middlesex County to provide housing and support for six men with disabilities.

29. To that end, Gilead, through its affiliate, Rainbow Housing, Inc., sought and purchased a more than 3,000 square foot single family house at 5 Reiman Drive.

30. From its inception, Gilead organized and established the house on Reiman Drive to serve six or fewer men who would receive mental health services from Gilead staff, which services were paid for by DMHAS, a use which qualified it as a community residence for persons receiving mental health services, pursuant to Conn. Gen. Stat. § 8-3e(a)(3). That provision of state law forbids the Town from treating it "in a manner different from any single family residence." Conn. Gen. Stat. § 8-3a.

31. After closing on the purchase of the house, Gilead undertook renovations to prepare the home for occupancy by six of its clients, with initial occupancy to begin in May 2015.

A Vocal Group of Neighbors Opposes the Community Residence

32. Within days of Gilead's acquisition, members of the community formed a Facebook group whose stated purpose was to prevent Gilead from operating the house on Reiman Drive.

33. While the Facebook page acknowledged that it was Gilead's right to use the house on Reiman Drive in the intended fashion, its moderator encouraged readers to contact the Town's mayor and other local elected officials.

34. Shortly thereafter, Gilead began receiving calls from community members regarding the home. These callers declared their firm opposition to Gilead's plan to house clients with mental health diagnoses in terms reflecting stereotypes and anti-disability animus.

Town Officials Acquiesce in and Adopt Discriminatory Views of Opponents

35. Responding to community pressure, elected officials began to express opposition to the house on Reiman Drive in early April 2015, and pressured Gilead to cancel its plans to open it.

36. While Defendants were forbidden, by Conn. Gen. Stat. § 8-3e, from treating the house on Reiman Drive in a manner different from any single family residence, they took the provocative step of convening a Town forum on April 21, 2015 to discuss Gilead's plans and encouraging Town residents to attend and call into question the location of the home.

37. On or about April 19, 2015, Mayor Faienza issued a press statement, personally encouraging Town residents to come to the hearing to oppose Gilead's operation of the house on

Reiman Drive, using the following language: “It’s important that all concerned residents come to the forum with their questions and concerns for Gilead and DMHAS. The goal of Monday night’s forum is for Gilead to answer all the concerns of our residents.”

38. More than 150 community members attended the April 21st meeting, overwhelmingly opposed the operation of the house on Reiman Drive, and called on Gilead to find another location. *See* Exhibit 1 (also available at <http://www.middletonpress.com/article/MI/20150422/NEWS/150429877>).

39. Community members opposed to the house on Reiman Drive invoked coarse stereotypes of people with mental health diagnoses and suggested that Gilead not be permitted to locate anywhere in the Town of Cromwell. *See* Exhibit 2 (also available at <http://www.middletonpress.com/article/MI/20150421/NEWS/150429931>).

40. Endorsing the stereotype that Gilead’s home was a harmful influence to be avoided, Mayor Faienza suggested that group homes for people with disabilities ought to be limited, “the way package [liquor] stores are limited in a town.” *Id.*

41. Relying on discriminatory stereotypes about people with mental health diagnoses, Defendant Salvatore, speaking in his official capacity as acting Town Manager and Police Chief, told the audience at the public hearing that Reiman Drive was “not the right location” for Gilead’s community residence. *Id.*

42. Speaking in their official capacities at the public hearing, other Town officials, including Fire Chief Stephen Pendl and Superintendent of Schools Paula Talty, criticized and opposed the Gilead house on Reiman Drive based on stereotypes about who would live there and where people with disabilities should live. *Id.*

43. Following the public hearing, Mayor Faienza issued a press release “officially and publically requesting, on behalf of the citizens of the Town of Cromwell, that Gilead consider relocating to a more suitable location.” *See* Exhibit 3.

44. Defendant Salvatore indicated that he “‘wholeheartedly agreed’ with Faienza’s statement” and that it was the result of a meeting between him and the Mayor to discuss what options might be available to the Town. *See* Exhibit 1.

45. Gilead moved forward with plans to move its clients into the house on Reiman Drive because it was permitted to do so under state law and because there is a significant need for such community-based housing to permit clients with mental health diagnoses to move out of more institutional and restrictive settings.

Town Officials File Petition with Connecticut Department of Public Health

46. Town Planner Stuart Popper opined, in mid-April 2015, that, the Town’s Planning and Zoning Commission had “no jurisdiction over” the house on Reiman Drive, because state law permitted its operation by right and without Town approvals. *See* Exhibit 4 (also available at <http://www.middletownpress.com/article/MI/20150419/NEWS/150419544>).

47. Notwithstanding that opinion, the Town attempted to invoke an inapplicable provision of state law—Conn. Gen. Stat. § 19a-507b(a)—to insist, via a “Petition” submitted on May 6, 2015, to the Department of Public Health (“DPH”), that Gilead was not authorized to operate the house on Reiman Drive. *See* Exhibit 5.

48. Announcing the decision to file this “Petition,” Mayor Faienza stated “What we are against is the idea of having this group home in this particular neighborhood.” *See* Exhibit 6 (also available at <http://www.middletownpress.com/article/MI/20150514/NEWS/150519762>).

49. In response to the Town's Petition, DPH consulted with Gilead's chief executive officer and determined that, because residents would be receiving psychosocial rehabilitation services at another location, no DPH license would be required for the operation of house on Reiman Drive.

50. DPH formally notified Gilead of its determination by letter of May 29, 2015. *See* Exhibit 7.

51. Relying on that letter, Gilead continued to make preparations to move clients into the home on or about July 1, 2015.

52. By letter of June 15, 2015, DPH notified Town Attorney Kari Olson that no DPH license was required for the establishment or operation of Gilead House. *See* Exhibit 8.

53. Because it required no DPH license and provided no on-site psychosocial rehabilitation services, the house on Reiman Drive could not be classified as a "community residence for mentally ill adults" as that term is defined in Conn. Gen. Stat. §§ 8-3g and 19a-507a.

54. Notwithstanding a clear declaration that Gilead did not require a DPH license to operate the house on Reiman Drive, and the prohibition, in Conn. Gen. Stat. § 8-3e, against treating it differently than any other single family residence, the Town continued improperly to assert that it could prevent Gilead from operating the house on Reiman Drive.

Town ZEO Issues Cease & Desist Order

55. Gilead moved the first resident into the house on Reiman Drive on July 1, 2015, providing him an alternative to the restrictive, institutional setting where he had been living because of the dearth of community-based opportunities like those in the house on Reiman Drive.

56. That same day, despite the fact that only one resident was living in the house on Reiman Drive and despite the fact that Gilead had informed the Town that it would be operating a community residence at that address under Conn. Gen. Stat. § 8-3e, the Town's ZEO, Defendant Massey, issued a Cease & Desist Order ("Order"), alleging that Gilead was "operating or allowing the operation of a rooming house/halfway house or similar venture at 5 Reiman Drive without first obtaining proper zoning permits." *See* Exhibit 9.

57. That Order advised Gilead that it must "immediately cease and desist from continuing to use or allowing the use of the Property for such purposes without first obtaining all necessary zoning permits," and that the Town was prepared to take "further enforcement proceedings" and to subject Gilead to fines of \$150 per day. *Id.*

58. The Order does not identify any Town of Cromwell Zoning Regulation that Gilead had purportedly violated, and does not identify any "necessary zoning permits" Gilead was required to obtain.

59. Through its attorney, Gilead wrote to the Town on July 2, 2015, asking that the citation be lifted, and explaining in detail how, pursuant to Conn. Gen. Stat. § 8-3e, Gilead could operate the house with up to six individuals by right and without any Town zoning approval. *See* Exhibit 10.

60. However, in order to avoid daily fines of \$150 per day and other enforcement action, and to preserve the possibility of housing at least some of its clients in the house on Reiman Drive, Gilead agreed to limit occupancy to two residents until the Town responded to Gilead's letter.

61. The Town never agreed to allow more than two residents to occupy the property so no more than two ever did.

62. As a result, the Town deprived Gilead of the opportunity to move a number of its other clients into the house on Reiman Drive, and those clients therefore remained unnecessarily in more restrictive, institutional settings notwithstanding the opinion of clinicians that they were ready for, and could benefit from, integrated living in the community on Reiman Drive.

Other Town Efforts to Undermine Gilead

63. Defendants took additional steps in July and August of 2015 to undermine Gilead's ability to operate the house on Reiman Drive, including repeated comments in the media casting aspersions on Gilead because of the mental health diagnoses of its clients.

64. By letter of July 16, 2015, Town Assessor Shawna Baron informed Gilead that the house on Reiman Drive property may not be exempt from real estate property taxes, pursuant to Conn. Gen. Stat. § 12-81(7), as generally available to "[p]roperty used for scientific, educational, literary, historical [or] charitable . . . purposes." Ms. Baron requested that Gilead provide additional information. *See* Exhibit 11.

65. After Gilead submitted additional information, Ms. Baron informed Gilead by letter of August 7, 2015, that she had denied its application for an exemption, but provided no explanation for that decision. *See* Exhibit 12.

66. Although Gilead subsequently sought reconsideration of Ms. Baron's decision and provided additional information about the two clients who had lived at the house on Reiman Drive, and the tenure of each, she informed Gilead on September 20, 2015, that she would not be reconsidering the denial. *See* Exhibit 13.

67. Throughout the time it owned and attempted to operate the house on Reiman Drive, Gilead was fully eligible for the exemption from real estate property taxation available under Conn. Gen. Stat. § 12-81(7).

68. As a consequence of Ms. Baron's denial, Gilead was improperly subjected to real estate taxes exceeding \$8,000 annually.

69. Upon information, one or more of the Defendants contacted DMHAS, or asked others to do so, with the purpose and effect of influencing DMHAS to reduce or cancel its funding for Gilead.

70. As a consequence of those contacts, Gilead was subjected to heightened scrutiny by DMHAS and suffered reputational harm that injured its relationship with DMHAS.

71. Because of operational concerns arising from the heightened scrutiny from DMHAS and in the face of the unrelenting pressure from the Town of Cromwell, including from its elected officials and the Zoning Enforcement Officer, that inhibited Gilead from housing clients at the house on Reiman Drive and fostered an unwelcoming environment for its clients, Gilead ultimately abandoned operation of the house on Reiman Drive on or about September 1, 2015.

72. Community opponents celebrated the closing of the home on Reiman Drive and attributed the decision to the efforts of their elected officials to respond to their concerns. *See* Exhibit 14 (also available at <http://www.middletownpress.com/article/MI/20150914/NEWS/150919787>).

Defendants' Acts and CFHC's Mission

73. The conduct and actions of Defendants have frustrated and continue to frustrate CFHC's mission of ensuring that all people have equal access to housing opportunities in Connecticut, regardless of disability or other protected class.

74. Confronted by such municipal practices obstructing or prohibiting housing providers from offering housing opportunities in desirable residential areas to people with disabilities, CFHC has been compelled to divert its scarce resources and staff away from other activities and direct them towards investigating and counteracting such practices because they constitute unlawful discrimination on the basis of disability, and injure members of statutorily-defined protected classes.

INJURIES TO PLAINTIFFS

75. Defendants, acting individually, directly, and/or through their agents, have engaged in discrimination against Gilead on the basis of the disabilities of Gilead's clients.

76. Each Defendant was the actual or apparent agent, employee, manager or representative of each of the other Defendants. Each Defendant, in doing the acts as alleged in this Complaint, was acting in the course and scope of his, her or its actual or apparent authority pursuant to such agencies; or the alleged acts or omissions of each Defendant as agent were subsequently ratified and adopted by each agent as principal.

77. As a result of Defendants' unlawful actions, Gilead has suffered, continues to suffer, and will in the future suffer, great and irreparable loss and injury, including, but not limited to economic losses, injury to reputation, interference with its ability to carry out its mission to serve people with mental health diagnoses in integrated, community-

based settings, and deprivation of its ability to serve its clients in high-opportunity neighborhoods.

78. Gilead has experienced significant hardship due to Defendants' public hostility to its operations. It fears that an existing community residence in Cromwell will lose its tax exempt status or be pressured to close. It reasonably believes that Defendants will block its ability to consider other community residences in Cromwell, notwithstanding the strong demand for such settings in central Connecticut.

79. Defendants or their agents knew that Gilead's clients had disabilities, and acted intentionally and willfully, with callous and reckless disregard for the statutorily protected rights of Gilead and its clients, entitling Plaintiffs to punitive damages.

80. Unless enjoined, Defendants or their agents will continue to engage in unlawful discrimination, with the purpose and effect of preventing Gilead from serving clients in Cromwell. Gilead has no adequate remedy at law and is now suffering, and will continue to suffer, irreparable injury from Defendants' discriminatory acts unless relief is provided by this Court.

81. Gilead purchased the house of Reiman Drive for \$350,000. Gilead spent almost \$150,000 preparing the house for occupancy. After ceasing operations in September 2015, Gilead was unable to sell the house on Reiman Drive until September 2016, when it sold at a substantial loss, at \$280,000. During this time, Gilead had to pay for insurance, upkeep, utilities and other carrying costs as well as more than \$15,000 in property taxes as a result of the Town's improper denial of its tax exemption.

82. Gilead's contract with DMHAS was terminated as a result of the closure of the house on Reiman Drive. As a consequence, Gilead lost more than \$900,000 in annual revenue under that grant.

83. As a result of losing the DMHAS contract, and the consequent effect on its revenues, Gilead had to forego filling a number of managerial positions, harming its ongoing operations and its efforts to expand integrated, community-based services to more people in Connecticut with mental health diagnoses. Gilead also experienced administrative costs associated with the Town's opposition to the house on Reiman Drive and reassignment of staff resulting from its closing.

84. The Town's opposition to the house of Reiman Drive and its efforts to undermine Gilead caused significant reputational harm to Gilead, putting it at a disadvantage with respect to future service contracts and charitable contributions.

85. Defendants' actions have thwarted Gilead's efforts to fulfill DMHAS's objective to provide community-based supportive housing in compliance with Connecticut's obligations under Title II of the Americans with Disabilities Act as set forth in *Olmstead v. L.C.*, 527 U.S. 581 (1999).

86. Defendants' actions have frustrated CFHC's mission by eliminating housing opportunities for people with disabilities. In Connecticut, there is a significant need for supportive housing for persons with disabilities, particularly in higher-opportunity communities like Cromwell.¹ CFHC's mission is frustrated when a municipality like Cromwell and its officials interpose additional impediments to fair

¹ See, e.g., *State of Connecticut Analysis of Impediments to Fair Housing Choice*, at pp. 71-72, 166 available at http://www.ct.gov/doh/lib/doh/analysis_of_impediments_2015.pdf.

housing choice, and make it more difficult and more expensive for housing providers to house people with disabilities in community settings.

87. Defendants' actions have also caused CFHC to divert its scarce resources. To address Defendants' discrimination, CFHC committed resources to monitor the opposition to the house on Reiman Drive, provide advice to Gilead in responding to it, and increase its efforts to identify instances of municipal discrimination against community residences for people with disabilities. CFHC has also conducted outreach to housing providers offering such housing and modified its fair housing trainings to highlight the illegality of discriminating against people with disabilities. In the absence of the Defendants' discriminatory conduct, CFHC would have devoted its scarce time and resources to other activities.

88. Specifically, to address the perception created by the Defendants that discriminatory animus against people with disabilities is legal in the housing market, CFHC has diverted its education efforts from general training on the fair housing laws for housing providers. It has instead undertaken extensive education efforts including but not limited to including information about discrimination against community residences for people with disabilities in courses taught to real estate agents who are renewing their Connecticut real estate licenses.

89. CHFC has also diverted its education resources from training municipal zoning officials and elected officials on their obligations under the fair housing laws in general to focus on the fair housing laws, zoning ordinances and community residences for people with disabilities.

90. CFHC staff have diverted their work from providing education on the fair housing laws to individuals who may be the victims of housing discrimination to providing education on the fair housing laws and the rights of people with disabilities to live in the community of their choice to groups that are trying to open community residences in various locations throughout Connecticut.

91. To counteract the perception that community residences for people with disabilities are a threat to the neighborhoods in which they are located, CFHC spent considerable time writing testimony and informing Connecticut legislators that proposed legislation which would have placed severe burdens on community residences violated the fair housing laws.

92. As a result of diverting its resources, CFHC has been unable to provide the training it believes is necessary on new issues arising under the fair housing laws such as how the fair housing laws may protect people with criminal records, new immigrants, refugees, and people of all religions.

Defendants' Conduct and Civil Rights Laws

93. Defendants' actions eliminated housing opportunities for individuals with disabilities in a high-opportunity area, perpetuating the concentration of supportive housing in Connecticut's urban centers which have higher rates of poverty. In doing so, Defendants have violated 42 U.S.C. §§ 3604(f) and 3617.

94. By making statements indicating that people with disabilities like Gilead's clients should not live in residential neighborhoods like Reiman Drive, Defendants have conveyed to people with disabilities and to the general public that discriminatory animus

against people with disabilities is legal and/or acceptable in the housing market. In doing so, Defendants have violated 42 U.S.C. § 3604(c).

95. By subjecting Gilead and its residents to discrimination as alleged herein, Defendants have violated Title II of the ADA and Section 504 of the Rehabilitation Act.

CAUSES OF ACTION

COUNT ONE

(All Plaintiffs Against All Defendants)

Unlawful Discrimination under the Fair Housing Act, 42 U.S.C. § 3604.

96. Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 95 above.

97. By virtue of its mission, Plaintiffs are associated with individuals who have “handicaps” within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(h).

98. Defendants’ acts, as described herein, violate 42 U.S.C. § 3604(f)(1), in that they otherwise make housing unavailable on the basis of disability. Defendants’ statements, as described herein, violate 42 U.S.C. § 3604(c), in that they indicate a preference, limitation or discrimination on the basis of disability.

99. Defendants’ acts in violation of the Fair Housing Act caused Plaintiffs’ injuries as detailed above.

100. Defendants’ actions were willful and/or taken in reckless disregard of the civil rights of Plaintiffs and Gilead’s clients.

COUNT TWO
(Gilead Against All Defendants)

Interference, Coercion, or Intimidation in Violation of 42 U.S.C. § 3617

101. Gilead realleges and incorporates by reference each and every allegation contained in Paragraphs 1 through 100 above.

102. Through their actions and those of their employees and agents, as described herein, Defendants attempted to coerce, intimidate, threaten, or interfere with Gilead's operation of the home on Reiman Drive.

103. Defendants' acts in violation of 42 U.S.C. § 3617 caused Gilead's injuries as detailed above.

COUNT THREE
(All Plaintiffs Against All Defendants)

Americans with Disabilities Act, 42 U.S.C. § 12131, et seq.

104. Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 103.

105. Defendants discriminated and continue to discriminate on the basis of disability in violation of Title II of the ADA by acting in a manner that, among other things:

- a. Denies meaningful access to community-based housing for people with mental health diagnoses in the Town of Cromwell.
- b. Aids or perpetuates discrimination against people with mental health diagnoses.
- c. Uses methods of administration that discriminate against people with mental health diagnoses, by failing to ensure that such people have meaningful access to housing in the Town of Cromwell.

- d. Otherwise limits people with mental health diagnoses from enjoying housing or the opportunity to obtain such housing in the Town of Cromwell by engaging in the policies, practices, acts, and omissions described above.

106. As a result of the discrimination alleged in the previous paragraph, Plaintiffs have sustained the injuries described herein.

COUNT FOUR
(All Plaintiffs Against All Defendants)

Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, et seq.

107. Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 106.

108. Defendants discriminated and continue to discriminate on the basis of disability in violation of Section 504 of the Rehabilitation Act by acting in a manner that, among other things:

- a. Denies meaningful access to community-based housing for people with mental health diagnoses in the Town of Cromwell.
- b. Aids or perpetuates discrimination against people with mental health diagnoses.
- c. Uses methods of administration that discriminate against people with mental health diagnoses, by failing to ensure that such people have meaningful access to housing in the Town of Cromwell.
- d. Otherwise limits people with mental health diagnoses from enjoying housing or the opportunity to obtain such housing in the Town of Cromwell by engaging in the policies, practices, acts, and omissions described above.

109. As a result of the discrimination alleged in the previous paragraph, Plaintiffs have sustained the injuries described herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that the Court grant them the following relief:

- (1) Enter a declaratory judgment finding that the foregoing actions of Defendants violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.* and the Rehabilitation Act of 1973, 29 U.S.C. § 794.
- (2) Enter a permanent injunction directing Defendants and their directors, officers, agents and employees to take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;
- (3) Award compensatory damages to Gilead in an amount that would fully compensate it for economic losses, injury to reputation, interference with its ability to carry out its mission to serve people with mental health diagnoses in integrated, community-based settings, and deprivation of its ability to serve its clients in high-opportunity neighborhoods;
- (4) Award compensatory damages to CFHC in an amount that would fully compensate it for the diversion of its resources and the frustration of its mission resulting from Defendants' denial of housing to people with disabilities in a high-opportunity neighborhood and from Defendants' reintroduction of discriminatory animus into the housing market;
- (4) Award Plaintiffs punitive damages in an amount to be determined at trial that would punish Defendants for their intentional, malicious, willful, callous, wanton, and reckless disregard for its rights, and would effectively deter Defendants from engaging in similar conduct in the future;
- (5) Award Plaintiffs reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 3613(c)(2); and
- (6) Order such other relief as this Court deems just and equitable.

Dated: April 17, 2017

/s/ Michael Allen

Michael Allen, *Application for Pro Hac
Vice To Be Filed*

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Vice To Be Filed*

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