

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JUSTIN WILLIAMS,

Plaintiff,

-against-

JOHN B. RHEA, as Chairman of the
New York City Housing Authority,
and the NEW YORK CITY HOUSING
AUTHORITY,

Defendants.

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CV10 - 5440

COMPLAINT

PRELIMINARY STATEMENT

1. Plaintiff, Justin Williams, is a blind, 46-year-old man whose Section 8 rental subsidy was recently terminated. Defendants New York City Housing Authority (“NYCHA”) and John B. Rhea, as Chairman of NYCHA, failed to notify Mr. Williams when they terminated his subsidy. If NYCHA attempted to notify Mr. Williams, it failed to do so in an effective manner given that he is blind. As a result of defendants’ failure to notify him, Mr. Williams was unable to challenge the termination. Mr. Williams is at risk of eviction, because NYCHA is no longer paying any of his rent. Furthermore, because his landlord has failed to pay the gas bill, basic services such as hot water and heat are in jeopardy, and Mr. Williams also faces imminent constructive eviction.

2. In failing to provide Mr. Williams with actual notice that his housing subsidy was being terminated, defendants: violated their duty to, *inter alia*, make reasonable accommodations for persons with disabilities as mandated by the Americans with Disabilities Act, Rehabilitation

Act, Fair Housing Act, and the New York City Human Rights Law; denied Mr. Williams due process of law as guaranteed by the Fourteenth Amendment of the United States Constitution; and violated Department of Housing and Urban Development (“HUD”) regulations and the provisions of the First Partial Consent Judgment in *Williams v. New York City Housing Authority*, 81 Civ. 1801 (S.D.N.Y. Oct. 4, 1984) (hereinafter, “First *Williams* Consent Decree”). In this lawsuit, Mr. Williams seeks: a declaration that defendants violated his rights under federal law, city law, and the U.S. Constitution by failing to provide him with reasonable accommodations, failing to ensure adequate communication procedures and to provide auxiliary aids and services, and failing to send notices in formats that are accessible to Mr. Williams; a declaration that defendants have a duty to provide all program information, including notices, in formats that are accessible to Mr. Williams; a declaration that defendants have violated the First *Williams* Consent Decree, HUD regulations, and their own policies and procedures; a permanent injunction requiring defendants to restore Mr. Williams’ rental subsidy retroactive to the date of termination, and to provide all program information, including notices, in formats that are accessible to Mr. Williams; compensatory damages; punitive damages; and costs, disbursements, and attorney fees.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 for civil actions arising under the laws of the United States; 28 U.S.C. § 1343 for actions arising under laws providing for the protection of civil rights; 42 U.S.C. § 1983; 29 U.S.C. § 794a as an action pursuant to § 504 of the Rehabilitation Act of 1973; and 42 U.S.C. § 12133 as an action pursuant to the Americans with Disabilities Act of 1990.

4. Justin Williams seeks declaratory relief pursuant to 28 U.S.C. §§ 2201 and 2202 and Rule 57 of the Federal Rules of Civil Procedure, and injunctive relief pursuant to Rule 65 of the Federal Rules of Civil Procedure.

5. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b) because that is the district in which a substantial part of the events or omissions giving rise to the claim occurred.

PARTIES

6. Plaintiff JUSTIN WILLIAMS is blind. He has resided at 7 Targee Street, 1st Floor, Staten Island, New York 10304 since 1999. He has received a rental subsidy through the Section 8 Existing Housing Program since 1994. Mr. Williams' rental subsidy is administered by NYCHA.

7. Defendant NYCHA, a public housing agency in the City of New York, administers a substantial portion of the Section 8 Existing Housing subsidy ("Section 8 Program") in the City of New York, including the Section 8 rental subsidy received by Justin Williams. The Section 8 Program is a federally-funded program which provides rental subsidies to low-income tenants.

8. Defendant JOHN B. RHEA is the Chairman of NYCHA. Defendant Rhea is being sued in his official capacity.

STATEMENT OF FACTS

9. A rental subsidy from NYCHA helped Mr. Williams avoid homelessness for approximately fifteen years. However, defendants recently terminated Mr. Williams' rental

subsidy without notice. This was the culmination of a series of failures by defendants to notify Mr. Williams, who is blind, of important information, including two changes in the location of his NYCHA service center. As a result of these failures, Mr. Williams is now living in deplorable conditions and facing imminent constructive or actual eviction.

10. Mr. Williams has been blind from an early age. He receives Supplemental Security Income (“SSI”) and Social Security Disability benefits (“SSD”), because he is blind. Mr. Williams’ blindness substantially limits his ability to, see, read, walk, and work, among other things.

11. Mr. Williams began receiving a rental subsidy from the Section 8 Program in 1994.

12. Because he is on a limited, fixed income, Mr. Williams is not able to afford housing without his Section 8 subsidy.

13. Defendants are and have been aware of Mr. Williams’ disability. When he initially applied for the housing subsidy, Mr. Williams provided information to defendants regarding his disability and his receipt of SSI. Later, when Mr. Williams began to receive SSD he provided NYCHA staff with proof of this determination. Mr. Williams also used a walking cane for the blind during visits to NYCHA offices.

14. Upon information and belief, NYCHA staff, never informed Mr. Williams about his right to request and receive reasonable accommodations.

15. Defendants are and have been aware of Mr. Williams’ need for assistance. For several years up to and including 2008, staff at NYCHA’s Staten Island office, which was located at 120 Stuyvesant Place (“Staten Island office”) helped Mr. Williams recertify for his rental subsidy.

16. Upon information and belief, in approximately October 2008, NYCHA closed its Staten Island office and transferred Mr. Williams' file to an office in Brooklyn that is located at 350 Livingston Street ("Livingston Street office").

17. Upon information and belief, NYCHA failed to notify Mr. Williams regarding the relocation.

18. In approximately September 2009, Mr. Williams called the Staten Island office to schedule an appointment for his annual recertification, but he heard a recording stating that the office was closed and that he should contact the Livingston Street office.

19. On approximately October 19, 2009, Mr. Williams, with the help of a friend, traveled to the Livingston Street office in person. During the visit he inquired about completing his annual recertification, but NYCHA staff informed him that they were unable to assist him with this matter.

20. Instead, upon information and belief, he was told that he could apply for a transfer as a result of housing code violations in his apartment.

21. Mr. Williams submitted a transfer application and was told that it would be processed in six to eight weeks.

22. Upon information and belief, NYCHA staff failed to inform Mr. Williams that he was still required to complete an annual recertification.

23. Between November 2009 and January 2010, Mr. Williams regularly called the Livingston Street office to request an update on the status of his transfer request. No one provided him with information regarding the status of this application or discussed Mr. Williams' annual recertification during any of these conversations.

24. Upon information and belief, in or around January 2010, NYCHA closed its Livingston Street office and moved to a new location in Brooklyn at 787 Atlantic Avenue (“Atlantic Avenue office”).

25. Upon information and belief, NYCHA did not notify Mr. Williams about this change in location.

26. In or around February 2010, a friend told Mr. Williams that the Livingston Street office closed.

27. Because NYCHA had not provided him with an answer regarding the status of his transfer request, Mr. Williams went to the Atlantic Avenue office in person. During that visit, he was told that his Section 8 subsidy had been terminated as of December 31, 2009. NYCHA staff did not tell Mr. Williams the reason for the termination.

28. Mr. Williams was shocked and devastated by the news, and felt a great deal of stress and anxiety due to the likelihood he would become homeless. Prior to this conversation, he had not received any notices, written or otherwise, informing him about the termination of his Section 8 subsidy, his right to a hearing on the matter, or the status of his transfer application.

29. Mr. Williams is currently living in appalling conditions. His landlord has failed to pay the gas bill. As a result, Mr. Williams was without cooking facilities and hot water for three weeks until the New York City Department of Housing Preservation & Development intervened on a temporary basis. Mr. Williams faces the termination of his heat and hot water service at any time. Furthermore, due to the termination of his Section 8 subsidy and defendants’ failure to notify him, Mr. Williams lives under the constant threat of being evicted and thus rendered homeless.

CLAIMS FOR RELIEF

First Claim: Violations of the ADA's Mandate to Provide Reasonable Modifications

30. Plaintiff repeats and realleges the above paragraphs.

31. Congress passed the Americans with Disabilities Act (ADA) “to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities” and “to provide clear, strong, consistent, enforceable standards addressing discrimination against individuals with disabilities ...” 42 U.S.C.A. § 12101(b). This mandate was reiterated when Congress unanimously passed the ADA Amendments Act of 2008. ADA Amendments Act of 2008, Pub. L. No. 110–325, 122 Stat. 3553 (codified as amended at 42 U.S.C. § 12102 (2010)).

32. Mr. Williams has a “disability.” 42 U.S.C. § 12102(1). Mr. Williams has been blind from an early age, and this impairment substantially limits his ability to conduct major life activities such as seeing, reading, walking, and working. 42 U.S.C. § 12102(2).

33. Mr. Williams is a “qualified individual with a disability,” because he is an individual with a disability who, “with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities” provided by defendants. 42 U.S.C. § 12131(2).

34. Defendant NYCHA and defendant John B. Rhea in his official capacity as the chairman of NYCHA, are both public entities. 42 U.S.C. § 12131(1)(B).

35. The ADA prohibits defendants from discriminating against individuals with disabilities. 42 U.S.C. § 12132.

36. The ADA requires defendants to make reasonable modifications in policies, practices, or procedures when modifications are necessary to avoid discrimination on the basis of disability. 42 U.S.C. §§ 12131(2) & 12132; 28 C.F.R. § 35.130(b)(7).

37. Defendants discriminated and continue to discriminate against Mr. Williams because of his disability by failing to make reasonable modifications to their policies, practices, or procedures that are necessary for him to participate in and enjoy the benefits of the Section 8 program.

38. Defendants have also violated the ADA by failing to provide adequate notice to Mr. Williams of his rights under the ADA and the procedures for requesting reasonable modifications and appealing denials of such requests.

39. Mr. Williams has suffered damages because defendants failed to inform him of his right to request reasonable modifications and to provide him with reasonable modifications.

40. Mr. Williams is therefore entitled to compensatory damages, injunctive relief, and a reasonable attorney's fee, including litigation expenses and costs. 42 U.S.C. § 12133; 28 C.F.R. § 35.175.

**Second Claim: Violation of the ADA's Mandate
to Ensure Effective Communication and to Provide Auxiliary Aids and Services**

41. Plaintiff repeats and realleges the above paragraphs.

42. In order to prohibit discrimination against individuals with disabilities, the ADA requires that “[a] public entity shall take appropriate steps to ensure that communications with

applicants, participants, and members of the public with disabilities are as effective as communications with others.” 28 C.F.R. § 35.160(a); *see* 42 U.S.C. §§ 12132 & 12134.

43. The ADA requires a public entity to provide auxiliary aids and services such as qualified readers, taped texts, audio recordings, Braille materials, large print materials, “or other effective methods of making visually delivered materials available to individuals with visual impairments” where such aids and services are necessary to provide qualified individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity. 42 U.S.C.A. § 12103(1); 28 C.F.R. §§ 35.104 & 35.160.

44. Defendants are obligated under the ADA to ensure that individuals with disabilities receive effective and adequate communications regarding the Section 8 program, including notices about certification, recertification, termination, reinstatement, rights to formal hearings, and rights to request reasonable accommodations.

45. Defendants discriminated and continue to discriminate against Mr. Williams because of his disability by failing to introduce and implement policies and procedures that would provide Mr. Williams and other individuals with visual impairments with effective and adequate communication regarding the Section 8 program.

46. Defendants also discriminated and continue to discriminate against Mr. Williams because of his disability by failing to provide him with auxiliary aids and services that are necessary for him to participate in and enjoy the benefits of the Section 8 program. By refusing to communicate in a format that is accessible to people with visual impairments, defendants have created and continue to create a significant and unnecessary obstacle to their participation in defendants’ programs.

47. Mr. Williams has suffered damages because defendants failed to ensure effective communication and to provide auxiliary aids and services.

48. Mr. Williams is therefore entitled to compensatory damages, injunctive relief, and a reasonable attorney's fee, including litigation expenses and costs. 42 U.S.C. § 12133; 28 C.F.R. § 35.175.

**Third Claim: Violation of the ADA's Prohibition
on Using Methods of Administration that Discriminate
Against Individuals with Disabilities**

49. Plaintiff repeats and realleges the above paragraphs.

50. Title II of the ADA prohibits defendants from discriminating against individuals with disabilities and states that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity.” 42 U.S.C. § 12132.

51. The ADA specifically prohibits a public entity from “utiliz[ing] criteria or methods of administration: (i) That have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; [or] (ii) That have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the public entity’s program with respect to individuals with disabilities” 28 C.F.R. § 35.130(b)(3).

52. Defendants’ policy and procedure of mailing only written notices to Section 8 tenants or voucher holders discriminates against beneficiaries who have visual impairments.

53. Mr. Williams has suffered damages because defendants administer the Section 8 program in a manner that discriminates against people with disabilities.

54. Mr. Williams is therefore entitled to compensatory damages, injunctive relief, and a reasonable attorney's fee, including litigation expenses and costs. 42 U.S.C. § 12133; 28 C.F.R. § 35.175.

Fourth Claim: Violations of Section 504 of the Rehabilitation Act

55. Plaintiff repeats and realleges the above paragraphs.

56. Section 504 of the Rehabilitation Act of 1973 (as amended) (“Rehabilitation Act”) provides that:

No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or activity conducted by any Executive agency[.]”

29 U.S.C. § 794a (as amended).

57. Mr. Williams is a qualified individual with a disability, because blindness substantially limits his ability to conduct major life activities such as seeing, reading, walking, and working, and he meets the essential eligibility requirements of defendants’ Section 8 program. 29 U.S.C. § 705(20); 24 C.F.R. § 8.3.

58. The Rehabilitation Act applies to the defendants’ programs and activities, because defendants receive federal financial assistance.

59. Like the ADA, the Rehabilitation Act requires, *inter alia*, that defendants: (1) make reasonable accommodations; (2) ensure effective communication and provide auxiliary aids and services; and (3) administer their programs in a manner that does not discriminate against people with disabilities.

60. Defendants are required to make reasonable accommodations in policies, practices, or procedures when accommodations are necessary to avoid discrimination on the basis of disability. 29 U.S.C. § 794; 24 C.F.R. §§ 8.3, 8.4, and 8.20.

61. Defendants discriminated and continue to discriminate against Mr. Williams because of his disability by failing to make reasonable accommodations to their policies, practices, or procedures that are necessary for him to participate in and enjoy the benefits of the Section 8 program. Defendants also failed to inform Mr. Williams of his right to request reasonable accommodations, thus rendering Mr. Williams vulnerable to discriminatory treatment due to his disability.

62. The Rehabilitation Act also requires defendants to “take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public.” 24 C.F.R. § 8.6(a). This includes a duty to provide “appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of [the relevant program].” *Id.*

63. Defendants discriminated and continue to discriminate against Mr. Williams because of his disability by failing to introduce and implement policies and procedures that would provide Mr. Williams and other individuals with visual impairments with effective and adequate communication regarding the Section 8 program. Defendants also discriminated and continue to discriminate against Mr. Williams because of his disability by failing to provide him with auxiliary aids and services that are necessary for him to participate in and enjoy the benefits of the Section 8 program.

64. The Rehabilitation Act also prohibits defendants from “utiliz[ing] criteria or methods of administration the purpose or effect of which would ... [d]efeate or substantially

impair the accomplishment of the objectives of the recipient's federally assisted program or activity for qualified individuals with a particular handicap” 24 C.F.R. § 8.4(b)(4).

65. Defendants' policy and procedure of mailing only written notices to all Section 8 tenants or voucher holders discriminates against beneficiaries like Mr. Williams who have visual impairments.

66. Mr. Williams has suffered damages because defendants failed to inform him of his right to request reasonable accommodations and to provide him with reasonable accommodations.

67. Mr. Williams is therefore entitled to compensatory damages, injunctive relief, and a reasonable attorney's fee, including litigation expenses and costs. 29 U.S.C.A. § 794a

Fifth Claim: Violations of the Fair Housing Act

68. Plaintiff repeats and realleges the above paragraphs.

69. The Fair Housing Act (FHA) makes it illegal to “discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of ... that buyer or renter” The FHA also prohibits “discriminat[ing] 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 with such dwelling, because of a handicap of ... that person” 42 U.S.C. § 3604(f)(1) & (2).

70. The FHA defines discrimination to include “a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling” 42 U.S.C. §

3604(f)(3)(B).

71. Mr. Williams is a person with a “handicap,” because blindness substantially limits his ability to conduct major life activities such as seeing, reading, walking, and working. 42 U.S.C. § 3602(h); 24 C.F.R. § 100.201.

72. Defendants discriminated and continue to discriminate against Mr. Williams because of his disability by failing to make reasonable accommodations to their policies, practices, or procedures that are necessary for him to participate in and enjoy the benefits of the Section 8 program.

73. Defendants’ conduct was willful, intentional, and in reckless disregard of Mr. Williams’ civil rights.

74. Mr. Williams is an “aggrieved person” who has suffered damages because defendants failed to provide him with a reasonable accommodation. 42 U.S.C. § 3602(i).

75. Mr. Williams is therefore entitled to actual damages, punitive damages, injunctive relief, costs, and a reasonable attorney's fee. 42 U.S.C. § 3613(a).

Sixth Claim: Violations of New York City Human Rights Law

76. Plaintiff repeats and realleges the above paragraphs.

77. The New York City Council passed the New York City Human Rights Law (NYCHRL) “to eliminate and prevent discrimination from playing any role in actions relating to employment, public accommodations and housing and other real estate” N.Y. Admin. Code § 8-102(16).

78. Because he is blind, Mr. Williams has a “disability.” N.Y. Admin. Code § 8-102(16).

79. Defendants are both “person[s]” as that term is defined by the NYCHRL. N.Y. Admin. Code § 8-102(1).

80. Defendants are covered by the provisions of the NYCHRL that prohibit housing discrimination, because, *inter alia*, they have the “hav[e] the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation” N.Y. Admin. Code § 8-107(5)(a).

81. The NYCHRL prohibits defendants from discriminating against individuals with disabilities. N.Y. Admin. Code § 8-107(5)(a).

82. The NYCHRL requires defendants to make reasonable accommodations “to enable a person with a disability to ... enjoy the right or rights in question provided that the disability is known or should have been known by the covered entity.” N.Y. Admin. Code §§ 8-102(18) & 8-107(15)(a).

83. Defendants discriminated and continue to discriminate against Mr. Williams because of his disability by failing to make reasonable accommodations to their policies, practices, or procedures that are necessary for him to participate in and enjoy the benefits of the Section 8 program.

84. Defendants have also violated the NYCHRL by failing to provide adequate notice to Mr. Williams of his rights under the NYCHRL and the procedures for requesting reasonable accommodations and appealing denials of such requests.

85. Defendants’ conduct was willful, intentional, and in reckless disregard of Mr. Williams’ civil rights.

86. Mr. Williams is an “aggrieved person” who has suffered damages because defendants failed to provide him with a reasonable accommodation. N.Y. Admin. Code § 8-502(a).

87. Mr. Williams is therefore entitled to compensatory damages, punitive damages, injunctive relief, and a reasonable attorney's fee, including costs. N.Y. Admin. Code § 8-502(a) & (f).

Seventh Claim: Violations of Due Process Clause of the Fourteenth Amendment of the United States Constitution

88. Plaintiff repeats and realleges the above paragraphs.

89. The Due Process Clause of the Fourteenth Amendment provides that a state shall not “deprive any person of life, liberty, or property, without due process of law.”

90. Mr. Williams had and still has a protected property interest in the receipt of a Section 8 housing subsidy.

91. At all times relevant herein, defendants were acting under color of state law.

92. Defendants have failed and continue to fail to provide Mr. Williams with notices and other essential information about his Section 8 housing subsidy in accessible formats.

93. As a result of defendants’ actions, Mr. Williams’ Section 8 housing subsidy was terminated without prior notice or an opportunity to be heard. A cause of action for this failure is created by 42 U.S.C. § 1983.

Eighth Claim: Failure to Follow Defendants’ Existing Regulations and Procedures Regarding Termination Notices prior to Termination

94. Plaintiff repeats and realleges the above paragraphs.

95. Prior to terminating a participant's housing assistance, a Public Housing Agency (PHA) must give the participant an opportunity for an informal hearing to determine if the decision to terminate the assistance was in accordance with the law, HUD regulations and PHA policies, and must also provide prompt written notice of the right to such a hearing. 42 U.S.C. § 1437f ; 24 C.F.R. §§ 982.552, 982.555.

96. Defendant NYCHA is a PHA, because it receives funds from HUD to administer the Housing Choice Voucher Program otherwise known as the Section 8 voucher program. As such, NYCHA must comply with HUD regulations when administering the Section 8 Program. 42 U.S.C. § 1437f; 24 C.F.R. § 982.4.

97. Mr. Williams has been a participant in the Section 8 program since 1994. 42 U.S.C. § 1437f; 24 C.F.R. Part 5 and § 982.4.

98. Defendants violated the regulations and policies of HUD, for which a cause of action is created under 42 U.S.C. § 1983, and also violated defendants' own existing procedures and policies by, *inter alia*: failing to give Mr. Williams adequate and timely notice of the termination and failing to advise him about his right to request an informal hearing. 42 U.S.C. § 1437(f); 24 CFR § 982.552.

99. Mr. Williams is therefore entitled to reversal of the termination decision and reinstatement of his subsidy retroactive to the date of termination.

Ninth Claim: Violations of the First *Williams* Consent Decree

100. Plaintiff repeats and realleges the above paragraphs.

101. In administering the Section 8 Program, defendants are also subject to the First *Williams* Consent Decree.

102. Under the First *Williams* Consent Decree, defendants are required to send no fewer than three notices regarding termination of Section 8 subsidies. *Williams v. New York City Housing Authority*, First Partial Consent Judgment, 81 Civ. 1801 (S.D.N.Y. Oct. 4, 1984). Specifically, defendants are required to send the recipient a warning letter, stating the basis for termination and seeking the recipient's compliance. *Id.* If the matter is not remedied, defendants are required to send a second written notice to the recipient, stating the grounds for the termination and informing the recipient that he may request a hearing. *Id.* If there is still no response, defendants must send a Notice of Default, informing the recipient that the rent subsidy was terminated, the basis for the termination, and the recipient's right to a hearing. *Id.* All notices must be sent by regular and certified mail. *Id.*

103. Defendants violated the First *Williams* Consent Decree, because they did not provide Mr. Williams with any of the required notices. As a result of defendants' violation of the First *Williams* Consent Decree, Mr. Williams was denied the opportunity to remedy the basis for the termination in a timely fashion, and he was also denied the right to request a hearing before a Housing Authority hearing officer.

104. Mr. Williams is therefore entitled to an annulment of the decision terminating his subsidy and a reinstatement of his subsidy retroactively.

RELIEF REQUESTED

WHEREFORE, plaintiff requests that this Court issue an order and judgment as follows:

1. Declaring that defendants' failure to notify plaintiff of his right to a reasonable accommodation and/or to provide plaintiff with a reasonable accommodation violates:
 - (a) Title II of the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. and its implementing regulations;
 - (b) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulations;
 - (c) The Fair Housing Act, as amended, 42 U.S.C. § 3601 et seq., and its implementing regulations;
 - (d) The New York City Human Rights Law, N.Y. Admin. code tit. 8, ch. 1, § 8-107 et seq., and its implementing regulations; and
 - (e) The Due Process Clause of the United States Constitution;

2. Declaring that defendants' failure to ensure adequate communication procedures and to provide plaintiff with auxiliary aids and services violates:
 - (a) Title II of the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. and its implementing regulations;
 - (b) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulations;
 - (c) The Fair Housing Act, as amended, 42 U.S.C. § 3601 et seq., and its implementing regulations;
 - (d) The New York City Human Rights Law, N.Y. Admin. code tit. 8, ch. 1, § 8-107 et seq., and its implementing regulations; and
 - (e) The Due Process Clause of the United States Constitution;

3. Declaring that defendants' failure to send or offer Section 8 benefits information and notices in formats that are accessible to plaintiff violates:

- (a) Title II of the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. and its implementing regulations;
- (b) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulations;
- (c) The Fair Housing Act, as amended, 42 U.S.C. § 3601 et seq., and its implementing regulations;
- (d) The New York City Human Rights Law, N.Y. Admin. code tit. 8, ch. 1, § 8-107 et seq., and its implementing regulations; and
- (e) The Due Process Clause of the United States Constitution;

4. Declaring that defendants have a duty to provide equal and meaningful access to all Section 8 benefits information (including notices, information about individual benefits, and NYCHA publications about its programs and rules) in formats that are accessible to plaintiff and other people who are blind or visually impaired, including, but not limited to, Braille, large print, electronic mail, computer disks, and digital recordings;

5. Declaring that defendants' actions during the course of the recertification process and the termination of plaintiff's Section 8 subsidy violated the First *Williams* Consent Decree; the regulations and policies of the Department of Housing and Urban Development, 24 C.F.R. Part 982; and defendants' own existing procedures and policies;

6. Issuing a permanent injunction requiring defendants to restore plaintiff's Section 8 subsidy retroactive to the termination date and to pay all Section 8 subsidy arrears from that date forward, or, in the alternative, to process plaintiff's request for a transfer to another housing unit and reinstate plaintiff's subsidy;

7. Issuing a permanent injunction, requiring defendants, their successors in office, agents, assigns, representatives, employees and all persons acting in concert therewith, to provide equal and meaningful access to all Section 8 benefits information (including notices, information

about individual benefits, and NYCHA publications about its programs and rules) and notices regarding certification, recertification, termination, and reinstatement in appropriately secure formats that are accessible to plaintiff and other people who are blind or visually impaired, including, but not limited to, Braille, large print, electronic mail, computer disks, and digital recordings;

8. Awarding plaintiff damages for the injuries and expenses incurred as a result of the preceding violations;
9. Awarding plaintiff punitive damages;
10. Awarding plaintiff prevailing party costs, disbursements, and attorney fees; and
11. Granting such further and other relief as this Court deems just and proper.

Dated: Staten Island, New York
November 23, 2010

Respectfully Submitted,

STATEN ISLAND LEGAL SERVICES

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