

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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LORRAINE CASINO; LOTUS DIX; INGRID  
HOWELL; JOSEPH JONES; HOWARD KELLY;  
JOHN SADLER; ANITA WALKER; and  
OLLIE WILLIAMS, JR., on behalf of  
themselves and all others similarly  
situated; and the OPEN HOUSING CENTER,  
INC.,

Plaintiffs,

-against-

KRAHAM LEASING CORP.; RICHARD DIX;  
STUART DIX; ARNIE STEINER; SAM MILLER;  
LOUISE KOSCHEVA; 4 KEW GARDENS HOLDING  
CORP.; COMMODORE HOLDING CORP.;  
BRIARWOOD OAKES INC.; TALEFF REALTY  
CORP.; CORONET HALL INC.; HAROLD J.  
KALIKOW; and FRED C. TRUMP,

Defendants.  
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CV : 82-1131 No.

SIFTON, J.

COMPLAINT  
CLASS ACTION

FILED  
IN CLERK'S OFFICE  
J. S. DISTRICT COURT E.D. N.Y.  
APR 26 1982  
4 52 PM '82  
CLERK'S OFFICE  
EASTERN DISTRICT  
NEW YORK  
FILED

NATURE OF ACTION

1. This is an action for a declaratory judgment, damages and injunctive relief to redress the deprivation of civil rights of the individual plaintiffs and all other members of the classes they represent, and to compensate the Open Housing Center for the injuries it has sustained, from the acts, patterns, practices, and policies of the defendants that restrain, limit, classify, segregate and otherwise discriminate on the basis of race or color in the provision

of rental housing in certain neighborhoods in Queens County, New York. This action involves the patterns and practices of defendants of steering black persons away from predominantly white apartment buildings and into predominantly black or racially mixed apartment buildings, denying housing or making housing unavailable on the basis of race, discriminating in the provision of brokerage services and representing to persons that dwellings are not available for inspection, sale or rental when such dwellings are in fact so available, based on the race of those persons. The above conduct violates the Fair Housing Act of 1968, 42 U.S.C. § 3601, et seq., the Civil Rights Act of 1870, 42 U.S.C. § 1981, the Civil Rights Act of 1866, 42 U.S.C. § 1982 and the Thirteenth Amendment to the United States Constitution.

COUNT I

JURISDICTION

2. Jurisdiction is conferred on the Court by Title 28 U.S.C. §§ 1331, 1343(4), 2201, 2202, and Title 42 U.S.C. §§ 1981, 1982 and 3612.

COUNT I CLASS ACTION ALLEGATIONS

3(a). Plaintiffs bring the present action on behalf of the class hereinafter described, pursuant to Rules 23(a) and 23(b)(2)-(3) of the Federal Rules of Civil Procedure.

(b). The class consists of all black persons who (1) were steered away from buildings with predominantly white tenants and into buildings with racially mixed or predominantly black tenants; (2) were told by defendants, because of their race or color, that a dwelling or dwellings were not available for inspection, sale or rental when such dwelling or dwellings were in fact so available; (3) were otherwise denied by defendants' practices information concerning or the opportunity to inspect available apartments; or (4) were otherwise discriminated against on the basis of race or color in the provision of rental housing or brokerage services or facilities by defendants.

(c). The number of persons in the class is so numerous that joinder of all members is impracticable.

(d). Questions of law and fact common to the class predominate over issues affecting only individual members and include: (1) whether or not the practices engaged in by defendants deprive the members of the class of civil rights secured to them by the Fair Housing Act of 1968 and the Civil Rights Acts of 1866 and 1870; and (2) the method by which the defendants violate these statutes and engage in the practice of racial discrimination in providing brokerage services or in otherwise making rental housing unavailable on the basis of race.

(e). The claims of the representative plaintiffs are typical of the claims of the plaintiff class. The representative plaintiffs will fairly and adequately protect the interests of the Count I class because their interests and those of the class are coextensive. Plaintiffs' interest is to obtain relief for themselves and for the class for the violations of law set forth herein. Counsel for the representative plaintiffs are experienced and capable of conducting the litigation commenced by the filing of this complaint.

(f). Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive and corresponding declaratory relief with respect to the class as a whole.

(g). A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since the class is so numerous that joinder of all members is impracticable. In addition, the practice by defendants of this form of racial discrimination, by its nature secretive and difficult to prove for an individual acting alone, means that many class members discriminated against are not even aware that their rights have been violated by the defendants. Furthermore, because the money damages suffered by many individual class members may be relatively small, the expense and burden of non-class

litigation may well render it impossible for many members to redress their wrongs.

PARTIES

4. Plaintiff Lorraine Casino is a black person residing at 525 Hudson Street, New York, New York.

5. Plaintiff Howard Kelly is a black person residing at 725 Riverside Drive, New York, New York.

6. Plaintiff John Sadler is a black person residing at 1952 First Avenue, New York, New York.

7. Plaintiff Ollie Williams, Jr. is a black person residing at 1952 First Avenue, New York, New York.

8. Plaintiff Anita Walker is a black person residing at 97 Arden Street, New York, New York.

9. On information and belief, Defendant Kraham Leasing Corp. ("Kraham") is a New York corporation licensed to practice real estate in New York with its office at 120-60 Queens Boulevard, Kew Gardens, New York.

10. On information and belief, defendant Richard Dix is an employee or agent of Kraham.

11. On information and belief defendant Stuart Dix is an employee or agent of Kraham.

12. On information and belief, defendant Arnie Steiner is an employee or agent of Kraham.

13. On information and belief, defendant Sam Miller is an agent or employee of Kraham.

14. On information and belief, defendant Louise

Koscheva is an agent or employee of Kraham.

15. On information and belief, defendant 4 Kew Gardens Holding Corp. was, at all times relevant to this action, the owner of the Canterbury building located at 135-20 Hoover Avenue and the Manchester Building located at 82-41 135th Street in Queens County.

16. On information and belief, defendant Commodore Holding Corp. was, at all times relevant to this action, the owner of the Commodore Building located at 135-09/15 83rd Avenue in Queens County.

17. On information and belief, defendant Briarwood Oakes Inc. was, at all times relevant to this action, the owner of the Sherry Plaza building located at 142-20 84th Drive in Queens County, New York.

18. On information and belief, defendant Taleff Realty Corp. was, at all times relevant to this action, the owner of the Shellball building located at 8300 Talbot Street in Queens County, New York.

19. On information and belief, defendant Coronet Hall, Inc. was at all times relevant to this action, the owner of the Coronet building located at 172-70 Highland Avenue, in Queens County, New York.

20. On information and belief, defendant Harold J. Kalikow was, at all times relevant to the action, the owner of the Claridge building located at 141-60 84th Road in Queens County, New York.

21. On information and belief, defendant Fred C. Trump was, at all times relevant to this action, the owner of the Wilshire building located at 182-30 Wexford Terrace in Queens County, New York.

CLAIMS FOR RELIEF

22. This action is brought after an extensive study of whether housing discrimination on the basis of race is practiced by real estate brokers and property owners in the Queens' neighborhoods of Forest Hills, Kew Gardens, and Rego Park. In 1980, the Open Housing Center, Inc., a not-for-profit New York corporation and a plaintiff named in Count III of this complaint, received a grant from the federal government to ascertain the existence of practices of racial discrimination in housing by real estate brokers and property owners in the New York metropolitan area. With the help of paid volunteers (herein referred to as "testers"), some of whom are named as plaintiffs herein, the Open Housing Center initiated a testing program designed to discover whether housing discrimination was being practiced in the above-mentioned neighborhoods, and if such discrimination was being practiced, which real estate brokers and property owners were responsible. The tests were designed to show with the maximum certainty possible whether blacks were being given treatment unequal to that received by whites. A typical test was conducted in the following way: a black tester visited the

office of a real estate broker and requested a certain type of apartment in a specified rent range in Forest Hills, Kew Gardens, or Rego Park, Queens. Shortly after the black tester left the broker's office, a white tester of similar age, representing himself as having a similar income and family situation, visited the same broker and requested an apartment of substantially the same description, location and rent range as that requested by the black tester or apartment seeker to determine if the treatment given the black person was different than the treatment given the white person.

23. The results of the tests conducted with respect to Kraham and its agents, as well as several other brokers, revealed that the black testers, unlike the treatment received by white testers, were told falsely that apartments were not available for rental or inspection and otherwise received service inferior to that received by the white testers. Some of the black testers were steered away from the predominantly white apartment buildings in Forest Hills, Kew Gardens and Rego Park and into predominantly black or racially mixed buildings in that area.

24. The Count I plaintiffs, and all others similarly situated, have been discriminated against on the basis of race by Kraham and the individual defendants, who have engaged and continue to engage in the practice of racial steering,



misrepresenting to blacks that apartments are not available for rental or inspection, and otherwise making rental housing unavailable to black persons or otherwise discriminating on the basis of race in connection with the provision of rental housing or brokerage services, in the manner set forth below.

25. On or about October 29, 1981, Gerry Bogacz, a 23-year-old white tester, visited Kraham to inquire about the availability of apartments. Bogacz told Richard Dix, a salesperson for Kraham, that he was interested in renting a one bedroom or studio apartment for himself in Forest Hills, Rego Park, or Kew Gardens for \$350 - \$365 per month. Dix told Bogacz that a studio apartment in Jamaica Estates renting for \$355 was available, which Dix immediately arranged for him to inspect.

26. The next morning, Bogacz received a telephone call from Louise Koscheva, the salesperson with whom Bogacz had inspected the Jamaica Estates apartment, during which she informed him of the availability of a studio apartment in Kew Gardens that met his specifications.

27. Shortly after Gerry Bogacz left the Kraham offices, on or about October 29, 1981, Howard Kelly, a 25-year-old black tester, visited Kraham to inquire about the availability of apartments. Kelly informed Richard Dix

that he was interested in an apartment of substantially the same description, area and rent range as that requested by Gerry Bogacz. Kelly received service inferior to that given Bogacz. Kelly was able to inspect an available apartment, on information and belief the same apartment that Bogacz inspected, only after repeated requests that he be allowed to do so. Although the income figure Kelly gave Dix was about the same as the figure that Bogacz gave, Kelly was constantly reminded that he would have to pay a 15% commission in order to obtain an apartment.

28. No one from Kraham contacted Kelly the next morning to inform him of the availability of apartments. When Kelly learned that Bogacz had received a telephone call from Kraham concerning available apartments, he called Kraham. He was told of an available apartment but was also told, unlike Bogacz, that he would have to bring a cosigner with him if he wished to inspect an apartment.

29. Shortly after Howard Kelly left the Kraham offices, Paul Herther, a 26-year-old white tester, visited Kraham and inquired about the availability of apartments. Herther told Louise Koscheva, a salesperson for Kraham, that he was interested in an apartment for himself of substantially the same description, area and rent range as that requested by Bogacz and Kelly. Herther, unlike Kelly, was

not constantly reminded of the brokerage commission and was not required to ask several times before he could inspect an apartment.

30. The next morning Herther, like Bogacz but unlike Kelly, received a telephone call from Kraham advising him of the availability of an apartment in Kew Gardens renting for \$418. Herther was not told, as was Kelly, that he must bring a cosigner with him if he wished to inspect the apartment. The following day Herther called Kraham and was told of a studio apartment in Kew Gardens for \$246.

31. In response to virtually identical inquiries, Kelly received markedly different treatment from Kraham and its agents than was given to Bogacz and Herther. Because of Kelly's race, he received inferior service and was denied information concerning available apartments that was given Bogacz and Herther.

32. On or about November 12, 1981, Anne Orton, a 61-year-old white tester, visited the Kraham offices to inquire about the availability of apartments. Orton told Len Smith and Richard Dix, salespersons for Kraham, that she was interested in renting a one bedroom or studio apartment for herself renting for around \$400 per month in Forest Hills, Kew Gardens or Rego Park. Orton was told that five

apartments that met her specifications were available, four of which she inspected that day. Smith offered Orton a discount from the listed rent on one of the apartments she inspected.

33. Shortly after Orton left the Kraham offices, John Sadler, a 39-year-old black tester, visited Kraham to inquire about the availability of apartments. Sadler told Arnie Steiner, a salesperson for Kraham, that he was interested in renting an apartment for himself of substantially the same description, area and rent range as that requested by Orton. Sadler was also served by, on information and belief, either Richard Dix, or Stuart Dix, a salesperson for Kraham. Unlike the treatment given Orton, Steiner immediately attempted to refer Sadler to a Kraham agent who handles no fee apartments. Sadler was required to convince Steiner that he could pay the commission before Steiner agreed to serve him.

34. Unlike the treatment given Orton, Sadler was repeatedly reminded both by Steiner and either Richard or Stuart Dix that a commission would have to be paid, and was questioned thoroughly about his income and work experience. Whereupon Sadler, unlike Orton, was told of only one available apartment, other than the no fee apartment, that met his specifications, which he inspected. Unlike Orton, Sadler

was not offered a rent discount on any apartment. Steiner stated he would call Sadler if any other apartments became available. However, Steiner never contacted Sadler.

35. Shortly after Sadler left the Kraham offices, Win Swenson, a 29-year-old white tester, visited Kraham to inquire about the availability of apartments. Swenson told Len Smith that he was interested in an apartment for himself of substantially the same description, area and rent range as that requested by Sadler and Orton. Contrary to the information given Sadler, Swenson was told by Len Smith, Richard Dix, and Sam Miller that three apartments were available that met his specifications, all of which Swenson inspected that day. Unlike Steiner and either Richard or Stuart Dix's treatment of Sadler, Swenson was not referred to no fee apartments, he was not repeatedly reminded of the required commission fee, and he was not questioned extensively about his income and work experience. Swenson was encouraged to take an apartment above the rent range he asked for because in the opinion of Richard Dix, Swenson's income could support it. Sadler was not given a similar suggestion although he gave Kraham only a slightly lower income figure than Swenson gave. Swenson, but not Sadler, was offered a reduced commission if he rented one of the apartments mentioned.

36. The next morning Smith left a telephone message for Swenson. When Swenson returned the call, Richard Dix told him of the availability of another apartment that met his specifications. No one at Kraham contacted Sadler to inform him of the availability of other apartments.

37. In response to virtually identical inquiries, Sadler received markedly different treatment from Kraham and its agents than was given to Orton and Swenson. Because of Sadler's race, he received inferior service and was denied information concerning available apartments and the opportunity to inspect available apartments that were given to Orton and Swenson.

38. One of the apartments that Anne Orton inspected is located in the Manchester building, 82-41 135th Street, Kew Gardens, which was, on information and belief, then owned by defendant 4 Kew Gardens Holding Corp. On information and belief, John Sadler was not told of or shown this apartment because 4 Kew Gardens Holding Corp. and Kraham follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Manchester building.

39. Another of the apartments that Anne Orton inspected is located in the Commodore building, 135-09/15

83rd Avenue, Kew Gardens, which was, on information and belief, then owned by defendant Commodore Holding Corp. On information and belief, Sadler was not told of or shown this apartment because Commodore Holding Corp. and Kraham follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Commodore building.

40. On or about November 21, 1981, Mimi Rosenberg, a 34-year-old white tester, visited the Kraham offices to inquire about the availability of apartments. Rosenberg told Louise Koscheva, a salesperson for Kraham, that she was interested in renting a one bedroom apartment for herself for between \$450 - \$475 per month in Forest Hills, Kew Gardens or Rego Park. Koscheva and Sam Miller told Rosenberg that five apartments were available that fit her request, three of which she inspected. Miller told Rosenberg that if she took one of the apartments Miller would reduce Kraham's commission by 3%. When asked by Rosenberg about credit checks, Miller indicated that "We'll work it out".

41. Shortly after Rosenberg left the Kraham offices, Lorraine Casino, a 29-year-old black tester, visited Kraham to inquire about the availability of apartments. Casino told Stuart Dix that she was interested in an

apartment for herself of substantially the same description, area and rent range that Rosenberg gave Louise Koscheva. Contrary to the information given Rosenberg, Casino was told only two apartments that met her specifications were available, both of which she inspected. Unlike what Rosenberg was told by Miller regarding a credit check, Casino was told by Miller that the apartments she inspected would not be available for 10 days to 3 1/2 weeks until such time as a credit check had been completed. Moreover, unlike Rosenberg, Casino was not offered an apartment for a reduced commission.

42. Shortly after Lorraine Casino left the Kraham offices, Anne Olesen, a 26-year-old white tester, visited Kraham to inquire about the availability of apartments. Olesen told Len Smith that she was interested in renting an apartment for herself of substantially the same description, area and rent range as that requested by Rosenberg and Casino. Contrary to the information provided by Stuart Dix to Lorraine Casino, Miller told Olesen, in the presence of Smith, that four apartments that met her specifications were available, all of which she inspected. Two of the apartments were in the Wilshire building, the other two were in the Sherry Plaza and the Court Plaza buildings. Casino was only told of available apartments in the Court Plaza.



Moreover, unlike the treatment given by Steiner to Casino, Olesen was not told that any apartments she inspected would not be available until after a credit check had been completed.

43. In response to virtually identical inquiries, Lorraine Casino received markedly different treatment from Kraham and its agents than was given to Rosenberg and Olesen. Because of Casino's race, she received inferior service and was denied information concerning available apartments and the opportunity to inspect available apartments that were given to Rosenberg and Olesen.

44. Two of the apartments which Mimi Rosenberg and Anne Olesen inspected are located in the Wilshire building, 182-30 Wexford Terrace, which were, on information and belief, then owned by defendant Fred C. Trump. On information and belief, Casino was not told of or shown these apartments because Kraham and Trump follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Wilshire building.

45. Another of the apartments that Rosenberg inspected is located in the Canterbury building, 135-20 Hoover Avenue, which was, on information and belief, then owned by defendant 4 Kew Gardens Holding Corp. On information and belief, Casino was not told of or shown this

apartment because Kraham and 4 Kew Gardens Holding Corp. follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Canterbury building.

46. Another of the apartments that Olesen inspected is located in the Sherry Plaza building, 142-20 84th Drive, Kew Gardens, which was, on information and belief, then owned by defendant Briarwood Oakes Inc. On information and belief, Casino was not told of or shown this apartment because Kraham and Briarwood Oakes Inc. follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Sherry Plaza building.

47. On or about December 5, 1981, Ollie Williams, a 37-year-old black tester, and Anita Walker, a 32-year-old black tester (representing themselves as husband and wife) visited the Kraham offices to inquire about the availability of apartments. They told Richard Dix that they were interested in renting for themselves a one bedroom apartment for a maximum of \$600 per month in Forest Hills, Kew Gardens or Rego Park. Richard Dix and Louise Koscheva told Williams and Walker that an apartment was available that met their specifications in both the Court Plaza building and the Texas House building. Only the apartment in the Texas House

The Coronet building was available for inspection. Louise Koscheva showed Williams and Walker the apartment. After they returned to Kraham, Williams and Walker were told by Richard Dix that another apartment would be available for inspection in the Court Plaza and that he would contact them to make arrangements to see the apartment, Dix then said that no other apartments were available. He never contacted Williams and Walker.

48. Shortly after Williams and Walker left the Kraham offices, Robert Dean, a 27-year-old white tester, and Kate Adams, a 29 year old white tester (representing themselves as husband and wife) visited the Kraham offices to inquire about the availability of apartments. Dean and Adams told Richard Dix that they were interested in renting for themselves an apartment of substantially the same description, area and rent range as that requested by Williams and Walker. Dix told Dean and Adams that apartments which met their specifications were available. Steiner escorted them to inspect two apartments, one in the Wilshire building and another in the Shellball building, neither of which has been mentioned to Williams and Walker. Dean and Adams were also taken by Steiner to inspect an apartment in the Coronet building, although it had already been rented. Richard Dix and Louise Koscheva had not mentioned

the Coronet apartment to Williams and Walker. Moreover, unlike Richard Dix's and Koscheva's treatment of Williams and Walker, Richard Dix told Dean and Adams that if they rented in certain buildings the broker's commission would be reduced by 3% and they would not have to pay rent for the first month.

49. In response to virtually identical inquiries, Williams and Walker received markedly different treatment from Kraham and its agents than was given to Dean and Adams. Because of Williams' and Walker's race, they received inferior service and were denied information concerning available apartments and the opportunity to inspect available apartments that were given to Dean and Adams.

50. One of the apartments that Dean and Adams inspected is located in the Shellball building, 8300 Talbot Street, Queens County, which was, on information and belief, then owned by defendant Taleff Realty Corp. On information and belief, Williams and Walker were not told of or shown that apartment because Kraham and Taleff Realty Corp. follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Shellball building.

51. Another apartment that Dean and Adams inspected is located in the Wilshire building, 182-30 Wexford Terrace, Queens County, which was, on information

and belief, then owned by defendant Fred C. Trump. On information and belief, Williams and Walker were not told of or shown that apartment because Kraham and Trump follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Wilshire building.

52. A third apartment inspected by Dean and Adams is located in the Coronet building, 172-70 Highland Avenue, Queens County, which was, on information and belief, then owned by Coronet Hall Inc. On information and belief, Williams and Walker were not told of or shown the above apartments because Kraham and Coronet Hall Inc. follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Coronet building.

53. On or about December 12, 1981, Lorraine Casino again visited the Kraham offices to inquire about the availability of apartments of the same description as that she had given in her prior test. Compl. ¶ 41. She identified herself as the person who had been to Kraham earlier and said she was interested in a one bedroom or studio apartment renting for around \$500 in Forest Hills, Kew Gardens or Rego Park. She was told by Richard Dix, in the presence of Arnie Steiner, that nothing was available.

Approximately three hours after Casino left Kraham, she called the Kraham office and asked about the availability of apartments, specifically referring to Court Plaza. She was told by a man who identified himself as Joey that only one apartment was available, which apartment was a two-bedroom for \$250 per month above her rent range.

54. Shortly after Casino left the Kraham offices, Christina Sluberski visited the Kraham offices to inquire about the availability of apartments. She told Louise Koscheva and Stuart Dix that she was interested in an apartment for herself of substantially the same description, area and rent range that Casino requested. Contrary to the information that Richard Dix and Joey gave Casino, Stuart Dix told Sluberski that several apartments that met her specifications were available. Accompanied by Koscheva, Sluberski inspected four apartments and declined to inspect a fifth. Two of the apartments were in the Court Plaza building, the third was in the Coronet building, the fourth was in the Claridge building and the fifth was described as located in Forest Hills. After this visit, Koscheva called Sluberski twice, once on January 5th to say that she had an apartment for Sluberski, and again on January 25th.

55. In response to virtually identical inquiries, Lorraine Casino received treatment markedly different from

Kraham and its agents than was given to Sluberski.

Because of Casino's race, she received inferior service and was denied information concerning available apartments and the opportunity to inspect apartments that were given to Sluberski.

56. One of the apartments that Sluberski inspected is located in the Coronet building, 172-70 Highland Avenue, which was, on information and belief, then owned by defendant Coronet Hall Inc. On information and belief, Casino was not shown this apartment because Kraham and Coronet Hall Inc. follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Coronet building.

57. Another of the apartments that Sluberski inspected is located in the Claridge building, 141-60 84th Road, Queens County, which was, on information and belief, then owned by defendant Harold J. Kalikow. On information and belief, Lorraine Casino was not shown this apartment because Kraham and Kalikow follow a practice of not telling blacks of the availability for rent or inspection of apartments in the Claridge building.

58. On or about December 12, 1981, Lorraine Casino visited the Kraham offices for the third time to inquire about the availability of apartments. After

identifying herself and indicating that she was still interested in a one bedroom or studio apartment for around \$500 in Forest Hills, Kew Gardens, or Rego Park, Richard Dix told her that a studio she had inspected on November 21 in the Court Plaza building was still available but that there were no other available apartments which met her specifications.

59. Shortly thereafter, Christina Sluberski again visited Kraham to inquire about the availability of apartments. Sluberski identified herself and indicated that she was still interested in an apartment of substantially the same description that Casino requested. Contrary to what Dix had told Casino, Richard Dix and Louise Koscheva told her that apartments were available in the Parc Chateau building and the Carlton Plaza building, which she inspected that day.

60. Once again, in response to virtually identical inquiries, Lorraine Casino received markedly different treatment from Kraham and its agents than was given to Sluberski. Because of Casino's race, she received inferior service and was denied information concerning available apartments and the opportunity to inspect available apartments that were given to Sluberski.

61. By reason of the foregoing, defendants Kraham



by and through its agents, Richard Dix, Stuart Dix, Arnie Steiner, Sam Miller and Louise Koscheva have evidenced a pattern, practice and policy of (1) steering blacks away from predominantly white apartment buildings and into predominantly black or racially mixed apartment buildings, (2) denying housing or making housing unavailable on the basis of race, (3) representing to blacks that apartments are not available for inspection when in fact such apartments were so available, (4) denying blacks the right to lease real property, and (5) otherwise discriminating on the basis of race in connection with the provision of brokerage services in violation of the Fair Housing Act, 42 U.S.C. § 3601 et seq., the Civil Rights Act of 1866, 42 U.S.C. § 1982, and the Civil Rights Act of 1870, 42 U.S.C. § 1981.

62. By reason of the foregoing, defendants 4 Kew Gardens Holding Corp.; Commodore Holding Corp.; Briarwood Oakes Inc.; Coronet Hall Inc., Harold Kalikow, and Fred Trump have evidenced a pattern, practice and policy of (1) steering blacks away from their buildings which are located in predominantly white neighborhoods, (2) denying housing or making housing unavailable on the basis of race, and (3) denying blacks the right to lease real property all in violation of the Fair Housing Act, 42 U.S.C.

§ 3601 et seq., the Civil Rights Act of 1866, 42 U.S.C.

§ 1982, and the Civil Rights Act of 1870, 42 U.S.C. § 1981.

63. By reason of the foregoing, the black tester plaintiffs Lorraine Casino, Howard Kelly, John Sadler, Anita Walker and Ollie Williams, and all others similarly situated, have been denied available apartments in the Forest Hills, Kew Gardens, and Rego Park community, and have suffered embarrassment, humiliation and mental distress because of the unlawful treatment, racial discrimination, and inferior service that they received from defendants.

64. The plaintiffs have no adequate remedy at law. The individual plaintiffs and the class they represent are now suffering and will continue to suffer irreparable harm and injury by the unlawful policies and discriminatory practices of the defendants. The infringement upon the rights of the plaintiffs and the class they represent is grave, immediate and continuing.

#### COUNT II

65. Jurisdiction is conferred on this court by Title 28 U.S.C. §§ 1331, 1343(4), 2201, 2202 and Title 42 U.S.C. § 3612.

#### COUNT II CLASS ACTION ALLEGATIONS

66(a). Plaintiffs Ingrid Howell, Lotus Dix and

Joseph Jones bring the present action on behalf of the class hereinafter described pursuant to Rule 23(a) and 23(b)(2)-(3) of the Federal Rules of Civil Procedure.

(b). The class consists of all persons who reside in the community comprised of Forest Hills, Kew Gardens and Rego Park, who have been deprived by defendants' acts and practices, as alleged in Paragraphs 24-62, of the right to the important social, professional, business, economic, political and aesthetic benefits of interracial associations that arise from living in an integrated community free from discriminatory housing practices.

(c). The number of persons in the class are so numerous that the joinder of all of them is unpracticable in that this community is inhabited by approximately 132,000 residents.

(d). Questions of law and fact common to the class predominate over issues affecting only individual members and include: (1) whether the federal civil rights laws were violated by defendants' practice of racial discrimination in the provision of rental housing and brokerage services and (2) whether such pattern or practices of defendants has perpetuated the pattern of racially segregating the community thereby depriving its residents of the benefits of a racially integrated community.

(e). The claims of plaintiffs Howell, Dix and Jones are typical of the claims of the class as both the plaintiffs and all other class members were injured by the defendants' pattern or practice of racial discrimination. Plaintiffs Howell, Dix and Jones will fairly and adequately protect the interests of the Count II class because their interests and the interest of the Count II class are coextensive. The interest of plaintiffs Howell, Dix and Jones is to obtain relief for themselves and for the class for the violations of law set forth herein. Counsel for plaintiffs are experienced and capable of conducting the litigation commenced by the filing of this complaint.

(f). Defendants have acted or refused to act on grounds generally applicable to the class thereby making appropriate final injunctive and corresponding declaratory relief with respect to the class as a whole.

(g). A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since the class is so numerous that joinder of all members is impracticable. In addition, the nature of this form of racial discrimination, being secretive and difficult to prove for an individual acting alone, means that many class members who have been injured are not even

aware that their rights have been violated by the defendants. Furthermore, because many of the individual damages suffered may be relatively small, the expense and burden of non-class litigation may well render it impossible for many members to redress their wrongs.

#### PARTIES

67. Plaintiff Ingrid Howell is a black person residing in Rego Park, New York.

68. Plaintiff Lotus Dix is a black person residing in Forest Hills, New York.

69. Plaintiff Joseph Jones is a black person residing in Forest Hills, New York.

70. Plaintiffs incorporate herein Paragraphs 9 through 21 as if fully pleaded hereat.

#### CLAIM FOR RELIEF

71. Plaintiffs incorporate herein each of the allegations of Paragraphs 22 through 62, as if fully pleaded hereat.

72. Plaintiffs Ingrid Howell, Lotus Dix and Joseph Jones are residents of the community which comprises the neighborhoods of Forest Hills, Kew Gardens and Rego Park in New York. Plaintiffs and all other residents of the aforesaid community whom plaintiffs represent have been

deprived by defendants' acts and practices, as alleged in Paragraphs 24-62, of the right to the important social, professional, business, economic, political and aesthetic benefits of interracial associations that arise from living in an integrated community free from discriminatory housing practices.

73. The plaintiffs have no adequate remedy at law. Plaintiffs and the class they represent have suffered, are now suffering and will continue to suffer irreparable harm and injury as a result of the unlawful policies and discriminatory practices of the defendants. The infringement upon the rights of the plaintiffs and the class they represent is grave, immediate and continuing.

### COUNT III

#### JURISDICTION

74. Jurisdiction is conferred on the Court by Title 28 U.S.C. §§ 1331, 1343(4), 2201, 2202 and Title 42 U.S.C. § 3612.

#### PARTIES

75. Plaintiff Open Housing Center, Inc. is a not-for-profit corporation with its office at 150 Fifth Avenue, New York, New York.

76. Plaintiff incorporates herein Paragraphs 9

through 21 as if fully pleaded hereat.

CLAIM FOR RELIEF

77. Plaintiff incorporates herein Paragraphs 22 through 62 as if fully pleaded hereat.

78. Open Housing Center is a nonprofit corporation organized under the laws of the State of New York. One of its primary purposes is to promote equal opportunity in housing in the New York metropolitan area. Its goals include the elimination of unlawful racially discriminatory housing practices that cause injury to its clients, to all persons who seek to rent apartment units in the metropolitan area and to all persons who reside in the metropolitan area. Open Housing Center seeks to assure to all such persons the housing of their choice and the right to the important social, professional, business, economic and political benefits of interracial associations that arise from living in integrated communities. The activities in which Open Housing Center engages include, but are not limited to, the following:

(a) Seeking to assist and aid individuals of all races in obtaining equal access to housing throughout the New York metropolitan area without discrimination because of race, creed, color, national origin, sex, marital status or physical

disability.

(b) Conducting a special Housing Counseling and Relocation Service for New York companies for the past ten years. Some 36 major corporations arrange with the Open Housing Center to assist their employees, both black and white, in finding housing to meet their needs. This includes new employees relocating to New York City each year from other parts of the country and abroad, as well as employees who already reside in New York City.

(c) Preparation and distribution of information on housing in all boroughs of New York City, including the Forest Hills, Kew Gardens and Rego Park areas of Queens.

(d) Investigating allegations of discrimination and referring complaints to appropriate state and federal agencies.

79. Plaintiff Open Housing Center has been frustrated by defendants' practices of racial discrimination in its efforts to conduct its corporate housing program and to provide its clients a wide choice of housing through counseling, information and other referral services. Open Housing Center has had to devote significant resources to identify and counteract the defendants' racially



discriminatory practices.

80. Plaintiff Open Housing Center has no adequate remedy at law. Plaintiff Open Housing Center has suffered, is now suffering and will continue to suffer irreparable harm and injury as a result of the unlawful policies and discriminatory practices of the defendants. The infringement upon the rights of the plaintiff is grave, immediate and continuing.

WHEREFORE, the plaintiffs named in all three counts of this complaint pray that this Court enter a judgment:

(a) Declaring that defendants' acts, practices and policies complained of herein violate rights secured by the Civil Rights Acts of 1866 and 1870, 42 U.S.C. §§ 1981-82, and Title VIII of the 1968 Civil Rights Act, 42 U.S.C. § 3601, et seq.;

(b) Enjoining the defendants, their agents, employees, successors, assigns, and those acting in active concert, combinations or participation with them, from engaging in policies and practices which deprive plaintiffs and the classes they represent of rights secured by 42 U.S.C. §§ 1981, 1982 and 3601, et seq., including, but not limited to, a judgment;

(i) Enjoining defendants from steering or

or channelling any prospective renter toward or away from any particular rental unit, complex or neighborhood on account of race or color;

(ii) Enjoining defendants from denying apartments to persons on the basis of race or color;

(iii) Enjoining defendants from discriminating against any person in the terms, conditions, or privileges of renting, or in the provision of services in connection therewith;

(iv) Enjoining defendants from representing to any person, because of race or color, that any rental unit is not available for inspection or rental when such unit is in fact so available; and

(v) Enjoining defendants from engaging in discriminatory acts and practices which contribute to the racially segregated character of Queens County, New York.

(c) Ordering defendants to take affirmative action, supervised by this Court, to overcome the effect of their past discriminatory actions, such affirmative action to include but not be limited to:

(i) Announcing through appropriate media

and other methods designed to reach black apartment seekers that the defendants provide equal access to all listings of available housing in the area to all interested persons regardless of race or color, and encouraging them as customers and applicants.

(ii) The soliciting and encouraging of black persons to rent apartments in Forest Hills, Kew Gardens and Rego Park.

(iii) The adequate advertising in appropriate publications and circulation of information concerning apartments available in defendants' files;

(iv) The adoption of a uniform system of rules, regulations, etc., together with enforcement procedures, designed to ensure that defendants' past discriminatory actions are not repeated or continued, including the adoption of a policy of hiring personnel in its real estate office to achieve an inter-racial staff; and

(v) The prompt reporting in written form by defendants of such information as the Court deems necessary to enable the efficient monitoring of the defendants' compliance with other parts of the Court's order and the Fair Housing Laws of the

United States.

(d) Awarding to the Count I class such actual and punitive damages as the Court deems just and reasonable under the circumstances, including awarding to each of the tester plaintiffs the sum of \$2,500 in actual damages and \$1,000 in punitive damages;

(e) Awarding to plaintiffs Howell, Dix and Jones, and to the Count II class such actual and punitive damages as the Court deems just and reasonable under the circumstances;

(f) Awarding to the Open Housing Center its expenses incurred in identifying and attempting to counteract the defendants' practices and its expenses pursuant to this litigation;

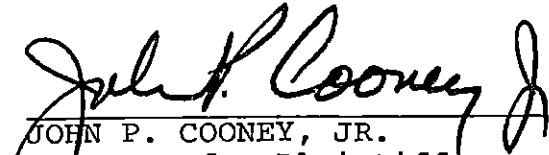
(g) Awarding to the Open Housing Center actual damages for injury it has suffered in its ability to provide counseling services and assistance to corporate clients and others, and \$1,000 in punitive damages;


(h) Awarding to plaintiffs their costs and reasonable attorney fees in this action; and

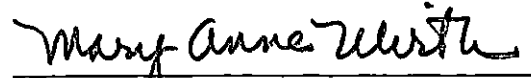
(i) Granting such additional and further relief as the Court deems just and equitable.

Dated: New York, New York  
April 26, 1982

Respectfully submitted,

  
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