

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

**MELIKT MENGISTE,**  
401 N St. N.W., Unit 401-303  
Washington, D.C. 20010,

*Plaintiff,*

v.

**1901-07 15TH STREET, N.W.  
COOPERATIVE ASSOCIATION,**  
1901 15th St., N.W.  
Washington, D.C. 20009  
and

**DELIA THOMPSON,**  
1907 15th St., N.W., Apt. 24  
Washington, D.C. 20009,

*Defendants.*

Civil Action No. \_\_\_\_\_

**COMPLAINT AND JURY DEMAND**

Plaintiff Melikt Mengiste was unlawfully denied housing because of her national origin. She brings this civil rights action for injunctive relief and damages for interference with her right to equal opportunity in housing stemming from the discriminatory actions of the 1901-07 15th Street, N.W., Cooperative Association and Delia Thompson (collectively, "Defendants"). As alleged below, Defendants violated Ms. Mengiste's right to fair housing when they refused to permit her to rent and reside at 1901-07 15 St. N.W., Washington, D.C., and made unlawful statements against her on the basis of her national origin. As a result of Defendants' civil rights violations, Ms. Mengiste endured harassment and months of physical and emotional distress, incurred damages, and was forced to continue to reside in a cramped and unsuitable studio apartment with her husband, sister, young son, and later-born second child.

**THE PARTIES**

1. Plaintiff Melikt Mengiste is a resident of the District of Columbia, residing at 401 N St., N.W., Unit 401-303, Washington, D.C. 20010, and is of Ethiopian national origin. At the time of the events giving rise to this Complaint, Ms. Mengiste resided in the District of Columbia at 1439 T St., N.W., Washington, D.C. 20009.

2. Upon information and belief, Defendant 1901-07 15th Street, N.W. Cooperative Association (the “Cooperative”) is incorporated under the laws of the District of Columbia with its headquarters and principal place of business located at 1901 15th St., N.W., Washington, D.C. 20009.

3. Upon information and belief, from at least June 2015, and at all times relevant to this Complaint, Defendant Cooperative owned and operated an apartment complex consisting of approximately seven apartment buildings, located at 1901-07 15th St., N.W., Washington, D.C. 20009 (the “Property”).

4. Upon information and belief, from at least June 2015, and at all times relevant to this Complaint, Defendant Delia Thompson served as the President of Defendant Cooperative. Upon information and belief, Defendant Thompson resided at 1907 15th St., N.W., Apt. 24, Washington, D.C. 20009, at all relevant times. Defendant Thompson was personally involved in and responsible for the unlawful, discriminatory practices alleged herein.

**JURISDICTION AND VENUE**

5. Jurisdiction is conferred on this Court by 28 U.S.C. §§ 1331, 1343(a)(4), and 2201 as Plaintiff asserts claims under a federal civil rights statute, the Fair Housing Act—42 U.S.C. § 3613.

6. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to hear and determine Plaintiff's state law claims because those claims are so related to Plaintiff's federal law claims, over which this Court has original jurisdiction, that they form part of the same case or controversy under Article III of the United States Constitution.

7. This Court has personal jurisdiction over Defendants because each of them reside in the District of Columbia or are conducting business in the District.

8. Venue is proper in this District under 28 U.S.C. § 1391 because all defendants are residents of the District of Columbia and the events giving rise to the claim occurred in this District.

### **FACTS**

9. On or around June of 2015, Ms. Melikt Mengiste became aware of several vacancies in an apartment building at the Property.

10. Ms. Mengiste subsequently confirmed the apartment vacancies with Oakes Management, the property management company responsible for receiving applications to lease units at the Property and making preliminary approval decisions.

11. As part of Ms. Mengiste's application process, Oakes Management initially required her to provide a criminal background check, her credit history, and her paycheck stubs. Oakes Management typically required this information from all applicants seeking to live at the Property.

12. Ms. Mengiste submitted all of the requested information. Oakes Management's "Application Assessment" showed that Ms. Mengiste had a credit score of 759 and noted that Ms. Mengiste and her husband had no criminal background.

13. After reviewing Ms. Mengiste's application materials, Oakes Management pre-approved her on June 12, 2015 to move into an apartment unit located at the Property. Oakes Management informed Ms. Mengiste that she would be contacted by a member of the Cooperative's Board for an interview. The interview was a necessary step in obtaining final approval to move into a unit at the Property.

14. After Ms. Mengiste obtained pre-approval from Oakes Management, the Cooperative never contacted her to schedule an interview, as was standard practice and procedure for pre-approved applicants who were similarly situated. Ms. Mengiste called Oakes Management several times in the month following her pre-approval to find out when she would be scheduled for an interview. Each time she called, Oakes Management personnel informed Ms. Mengiste that the Cooperative would contact her shortly to schedule an interview.

15. During Ms. Mengiste's follow-up phone conversations with Oakes Management, Ms. Michelle Washington, a leasing agent for the company, informed Ms. Mengiste that the Cooperative and its agents, including Defendant Thompson, were requiring her to submit additional documentation as part of Ms. Mengiste's application, including an employment verification form signed by her employer and a verification form from her then-current landlord. Upon information and belief, the additional requested materials were not part of the standard application procedure Oakes Management undertook for prospective applicants like Ms. Mengiste. Ms. Mengiste nonetheless produced the additional requested materials to Oakes Management on July 2, 2015.

16. At no time after Ms. Mengiste submitted the additional requested materials did the Cooperative or any of its agents, representatives, or employees contact Ms. Mengiste to

follow up with her regarding her application or to schedule an interview. Ultimately, on or about October 2015, Oakes Management told Ms. Mengiste that her application had been denied by the Cooperative and, as a result, she should stop contacting the Cooperative and Oakes Management as they would not be proceeding with her application. Oakes Management could not provide Ms. Mengiste with an explanation as to why Defendants did not interview her or why Defendants denied her application, despite the prior pre-approval of her application.

17. Upon information and belief, during the months that followed, and while Ms. Mengiste's leasing application was pending, Defendant Thompson made derogatory comments about Ms. Mengiste to Oakes Management, in the presence of Agent Washington, including disparaging remarks about Ms. Mengiste's family, history, and personal appearance, and about individuals of Ethiopian national origin. Upon information and belief, Defendant Thompson's disparaging remarks of Ms. Mengiste included referring to her as "dirty" and "nasty." Additionally, Defendant Thompson provided reasons to deny Ms. Mengiste an interview and ultimately deny her application that were false or pretextual in nature. Specifically, she claimed that Ms. Mengiste had poor credit, that she had damaged her prior apartment, and that her husband had a criminal background—claims that were verifiably false. Defendant Thompson's comments were discriminatory against Ms. Mengiste on the basis of her national origin.

18. While Ms. Mengiste's application for housing was pending, she visited the Property to see a friend who was a maintenance worker at the Property, when she came across Defendant Thompson's brother. Defendant Thompson's brother told Ms. Mengiste: "We don't want your kind here." This was a statement clearly referencing Ms. Mengiste's

Ethiopian national origin.

19. Upon information and belief, Agent Washington of Oakes Management learned that Defendant Thompson's brother had told Ms. Mengiste that her "kind" was not welcome at the Property and reported the incident to Defendant Thompson who did not dispute the accuracy of the statement.

20. Based on the foregoing, Defendants discriminated against Ms. Mengiste on the basis of her national origin when they refused to rent an apartment to her at 1901-07 15th St., N.W., Washington, D.C. 20009 and denied her an interview in connection with her application, despite Oakes Management's pre-approval of Ms. Mengiste as a suitable applicant.

21. Further, Defendants imposed discriminatory terms and conditions on Ms. Mengiste on the basis of her national origin when they required her to produce additional and increased documentation to process her leasing application even though such documentation was not standard practice or procedure for pre-approved applicants who were similarly situated. Defendants' actions against Ms. Mengiste conveyed that persons of her national origin were not welcomed in the Cooperative's apartment community.

22. The actions of Defendants alleged herein constitute violations of the federal Fair Housing Act of 1968 ("FHA"), as amended, and the District of Columbia Human Rights Act of 1977 ("DCHRA"), as amended.

23. As a result of Defendants' discriminatory treatment, Ms. Mengiste suffered severe emotional and physical distress. Among other things, Ms. Mengiste suffered from depression and insomnia for a period of at least eight months from approximately mid-July 2015 through April 1, 2016, until Ms. Mengiste moved into a new apartment with her family. The time period

during which Ms. Mengiste suffered such harms encompassed the months in which she repeatedly followed up on her application, Defendants continued to deny Ms. Mengiste an interview and ultimately rejected her application to live at the Cooperative, as well as the months in which she continued to reside in her former studio apartment with her family while searching for alternative housing.

24. As a result of Defendants' discriminatory treatment, Ms. Mengiste has suffered a number of attendant harms stemming from the overcrowded conditions in which she and her family were forced to reside when she was denied an apartment at the Property, and from the alternative housing she had to obtain in the months following her denial. Such harms, include, but are not limited to, a significantly longer commute to work and her children's childcare facilities, and the inability to easily access a supermarket, a metro station, and other neighborhood commodities.

### **CAUSES OF ACTION**

#### **COUNT I: Disparate Treatment Discrimination for Refusal to Rent/ Otherwise Make Housing Unavailable** **(National Origin Discrimination under the FHA, 42 U.S.C. § 3604(a))**

25. Ms. Mengiste re-alleges and incorporates by reference paragraphs 1 through 24 of the Complaint herein.

26. Section 3604(a) of the FHA makes it unlawful "[t]o refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of . . . national origin." 42 U.S.C. § 3604(a).

27. Defendant Cooperative's apartment buildings located at 1901-1907 15th St. N.W. are covered "dwelling[s]" subject to the FHA, as set forth in 42 U.S.C. § 3602(b).

28. During Ms. Mengiste's leasing application process, Defendants refused to offer Ms. Mengiste an interview with the Cooperative Board on the basis of her Ethiopian national origin, despite her pre-approval by Oakes Management, and ultimately denied her the ability to rent an available unit at the Cooperative.

29. By refusing to rent or otherwise make available an apartment unit to Ms. Mengiste on the basis of her national origin, Defendants violated the FHA, 42 U.S.C. § 3604(a).

30. The actions or omissions of the Defendants described herein were performed willfully and knowingly based on Ms. Mengiste's Ethiopian national origin, in violation of the FHA, 42 U.S.C. § 3604(a).

31. Defendants' conduct described above was motivated by evil motive or intent, and/or demonstrates reckless or callous indifference for Ms. Mengiste's rights under the FHA.

32. By reason of Defendants' unlawful acts and practices in violation of the FHA, Ms. Mengiste suffered harassment, intimidation, physical and emotional distress, and other attendant harms.

**COUNT II: Disparate Treatment Discrimination for Refusal to Rent/  
Otherwise Make Housing Unavailable**  
**(National Origin Discrimination under the DCHRA, D.C. Code § 2-1402.21(a)(1))**

33. Ms. Mengiste re-alleges and incorporates by reference paragraphs 1 through 32 of the Complaint herein.

34. The DCHRA provides that it is an unlawful discriminatory practice "[t]o interrupt or terminate, or refuse or fail to initiate or conduct any transaction in real property; or to require different terms for such transaction; or to represent falsely that an interest in real property is not available for transaction." D.C. Code § 2-1402.21(a)(1).



35. During Ms. Mengiste's leasing application process, Defendants refused to offer Ms. Mengiste an interview with the Cooperative Board on the basis of her Ethiopian national origin, despite her pre-approval by Oakes Management, and ultimately denied her the ability to rent an available unit at the Cooperative.

36. By refusing to rent or otherwise make available an apartment unit to Ms. Mengiste on the basis of her national origin, Defendants violated the DCHRA, D.C. Code § 2-1402.21(a)(1).

37. The actions or omissions of the Defendants described herein were performed willfully and knowingly based on Ms. Mengiste's Ethiopian national origin, in violation of the DCHRA, D.C. Code § 2-1402.21(a)(1).

38. Defendants' conduct described above was intentional, willful, wanton and conscious, and/or taken in reckless disregard for Ms. Mengiste's rights under the DCHRA.

39. By reason of Defendants' unlawful acts and practices in violation of the DCHRA, Ms. Mengiste has suffered harassment, intimidation, physical and emotional distress, and other attendant harms.

**COUNT III: Discriminatory Statements**  
**(Discriminatory Statements under the FHA, 42 U.S.C. § 3604(c))**

40. Ms. Mengiste re-alleges and incorporates by reference paragraphs 1 through 39 of the Complaint herein.

41. Section 3604(c) of the FHA makes it unlawful "[t]o make, . . . or cause to be made," any statement "with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on . . . national origin, or an intention to make any such preference, limitation, or discrimination." 42 U.S.C. § 3604(c).

42. Upon information and belief, during Ms. Mengiste's rental application process, Defendants made derogatory statements regarding Ms. Mengiste's family, history, and personal appearance, and had previously made disparaging statements regarding individuals of Ethiopian national origin.

43. Defendants also provided several reasons for denying her application that were false and pretextual in nature, including, but not limited to, claims that Ms. Mengiste had poor credit, poor hygiene, and a poor rental history, and that her husband had a criminal background.

44. Defendants' statements described herein were made knowingly and intentionally on the basis of Ms. Mengiste's Ethiopian national origin.

45. Defendants' statements—made during Ms. Mengiste's rental application process—were unlawful because the statements indicated a dis-preference for, limitation on, or discrimination against individuals of Ethiopian national origin, such as Ms. Mengiste, or, at minimum, evidenced an intention to make such a dis-preference, limitation, or discrimination in violation of the FHA, 42 U.S.C. § 3604(c).

46. By reason of Defendants' unlawful statements in violation of federal law, Ms. Mengiste has also suffered harassment, intimidation, physical and emotional distress, and other attendant harms.

**COUNT IV: Discriminatory Statements**  
**(Discriminatory Statements under the DCHRA, D.C. Code § 2-1402.21(a)(5))**

47. Ms. Mengiste re-alleges and incorporates by reference paragraphs 1 through 46 of the Complaint herein.

48. The DCHRA provides that it is an unlawful discriminatory practice “to make . . . or cause to be made[] . . . any statement . . . with respect to a transaction, or proposed transaction, in real property,” that “indicates or attempts unlawfully to indicate any preference, limitation or discrimination based on . . . national origin.” D.C. Code § 2-1402.21(a)(5).

49. Upon information and belief, during Ms. Mengiste’s rental application process, Defendants made derogatory statements regarding Ms. Mengiste’s family, history, and personal appearance, and had previously made disparaging statements regarding individuals of Ethiopian national origin.

50. Defendants also provided several reasons for denying Ms. Mengiste’s application that were false and pretextual in nature, including, but not limited to, claims that Ms. Mengiste had poor credit, poor hygiene, and a poor rental history, and that her husband had a criminal background.

51. Defendants’ statements described herein were made knowingly and intentionally on the basis of Ms. Mengiste’s Ethiopian national origin.

52. Defendants’ statements—made during Ms. Mengiste’s rental application process—were unlawful because the statements indicated a dis-preference for, limitation on, or discrimination against individuals of Ethiopian national origin, such as Ms. Mengiste, or, at minimum, evidenced an attempt to indicate any such dis-preference, limitation, or discrimination, in violation of the DCHRA, D.C. Code § 2-1402.21(a)(5).

53. By reason of Defendants’ unlawful statements in violation of the DCHRA, Ms. Mengiste has also suffered harassment, intimidation, physical and emotional distress, and other attendant harms.

**COUNT V: Disparate Treatment Discrimination for Discriminatory Terms and  
Conditions**  
**(National Origin Discrimination under the FHA, 42 U.S.C. § 3604(b))**

54. Ms. Mengiste re-alleges and incorporates by reference paragraphs 1 through 53 of the Complaint herein.

55. Section 3604(b) of the FHA makes it unlawful to “[t]o discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of . . . national origin.” 42 U.S.C. § 3604(b).

56. Defendants imposed more onerous and burdensome terms and conditions on Ms. Mengiste in her leasing application process than normally required as part of Defendants’ application process, including, but not limited to, requiring several additional pieces of documentation from Ms. Mengiste, which upon information and belief were not typically required of similarly situated applicants.

57. Defendants further deviated from their standard practices and procedures for processing applications when they refused to contact Ms. Mengiste for the purpose of conducting an interview to complete the application process, despite the fact that her application had been pre-approved by Oakes Management.

58. Because Defendants imposed the additional terms and conditions on Ms. Mengiste during the rental application process on the basis of her national origin, which upon information and belief were not normally imposed on other similarly situated applicants, Defendants discriminated against Ms. Mengiste in the terms, conditions, or privileges of the rental of a dwelling, in violation of her rights under the FHA, 42 U.S.C. § 3604(b).

59. Defendants' conduct described herein was motivated by evil motive or intent, and/or demonstrates reckless or callous indifference for Ms. Mengiste's rights under the FHA.

60. By reason of Defendants' unlawful acts, practices, and/or omissions, Ms. Mengiste has also suffered harassment, intimidation, physical and emotional distress, and other attendant harms.

**COUNT VI: Disparate Treatment Discrimination for Discriminatory Terms and Conditions**  
**(National Origin Discrimination under the DCHRA, D.C. Code § 2-1402.21(a)(2))**

61. Ms. Mengiste re-alleges and incorporates by reference paragraphs 1 through 60 of the Complaint herein.

62. The DCHRA provides that it is an unlawful discriminatory practice "[t]o include in the terms or conditions of a transaction in real property, any clause, condition or restriction" on the basis of national origin. D.C. Code § 2-1402.21(a)(2).

63. Defendants imposed more onerous and burdensome terms and conditions on Ms. Mengiste in her leasing application process than normally required as part of Defendants' application process, including, but not limited to, requiring several additional pieces of documentation, which upon information and belief were not typically required of similarly situated applicants.

64. Defendants further deviated from their standard practices and procedures for processing applications when they refused to contact Ms. Mengiste for the purpose of conducting an interview to complete the application process, despite the fact that her application had been pre-approved by Oakes Management.

65. Because Defendants imposed the additional terms and conditions on Ms. Mengiste during the rental application process on the basis of her national origin, which upon

information and belief were not normally imposed on other similarly situated applicants, Defendants included a clause, condition, or restriction on Ms. Mengiste in the terms or conditions of her rental process, in violation of her rights under the DCHRA, D.C. Code § 2-1402.21(a)(2).

66. Defendants' conduct described herein was intentional, willful, wanton and conscious, and/or taken in reckless disregard for Ms. Mengiste's rights under the DCHRA.

67. By reason of Defendants' unlawful acts, practices, and/or omissions, Ms. Mengiste has also suffered harassment, intimidation, physical and emotional distress, and other attendant harms.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Melikt Mengiste requests that this Court enter judgment in her favor and against each of the Defendants as follows:

- (1) Declaring the Defendants' actions complained of herein to be in violation of the FHA, as amended, 42 U.S.C. § 3601, *et seq.*, and the DCHRA, as amended, D.C. Code § 2-1401, *et seq.*;
- (2) Granting such injunctive relief as the Court deems appropriate to discontinue and prevent Defendants' unlawful conduct;
- (3) Awarding appropriate compensatory and punitive damages to Plaintiff and against Defendants, jointly and severally;
- (4) Awarding reasonable costs and reasonable attorneys' fees in this action; and
- (5) Awarding Ms. Mengiste such other relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff hereby demands a jury trial on all issues in this matter so triable.

Dated: February 3, 2017

Respectfully submitted,

/s/ Adam M. Chud

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