

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

JACQUELINE YOUNG


LATHEDA WILSON


DEAF-REACH


Plaintiffs,

v.

DISTRICT OF COLUMBIA HOUSING
AUTHORITY,
1133 North Capitol Street NE
Washington, D.C. 20002

Defendant.

Case No.

JURY DEMAND

COMPLAINT

1. Plaintiffs—two individuals with hearing impairments and a non-profit organization focused on increasing self-sufficiency among people with hearing loss—bring this action against the District of Columbia Housing Authority (“DCHA”) for its repeated failure to comply with the clear mandate to make its program accessible to people with disabilities contained in federal civil rights laws, including Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Fair Housing Act (“FHA”).

2. Because of DCHA's failure or refusal to provide sign language interpreters or alternative means of effective communication, Plaintiffs Jacqueline Young and Latheda Wilson, whose first language is American Sign Language ("ASL") (which is distinct from English) and who have limited comprehension of written English, have been denied access to DCHA programs and services; were forced to sign documents without the opportunity to understand their contents; and faced substantial, harmful delays in the receipt of basic services.

3. Because DCHA has failed or refused to ensure effective communication, Plaintiffs Young and Wilson have been subjected to degrading treatment in order to communicate with DCHA representatives. Rather than having ASL interpreters, they have been forced to rely on scribbled notes, attempts at lip reading, or bringing their children or other family members to attempt to communicate with DCHA, all of which are inferior and ineffective means of communication and which put them at risk of program sanctions or loss of housing benefits. As a consequence, Plaintiffs Young and Wilson have suffered frustration, humiliation, and embarrassment as a result of Defendant's unlawful actions.

4. Because of DCHA's failure or refusal to provide effective communication for people with hearing loss, Plaintiff Deaf-REACH has been required to divert its scarce resources to assist its clients who wish to learn about or apply for DCHA housing benefits, or to comply with DCHA program requirements in order to retain those benefits. Furthermore, DCHA's acts and omissions detailed below have frustrated Deaf-REACH's mission of ensuring that D.C. residents with hearing loss can live independently.

5. DCHA has denied Plaintiffs and other deaf and hearing-impaired individuals equal access to DCHA's programs and services, and discriminated against them on the basis of

disability by failing to provide ASL interpreters, and disregarding requests for ASL interpreters or other essential auxiliary aids required for effective communication.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over Plaintiffs' claims brought under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act, pursuant to 28 U.S.C. §§ 1331, 1343.

7. This Court has personal jurisdiction over Defendant because Defendant conducts business in the District of Columbia and is organized under the laws of the District of Columbia, and Plaintiffs' claims for relief arise from Defendant's conduct in the District of Columbia.

8. Venue is proper in this judicial district, pursuant to 28 U.S.C. § 1391(b), because a substantial part of the acts and omissions of Defendant giving rise to this action occurred in the District of Columbia.

PARTIES

9. Plaintiff Jacqueline Young is a resident of the District of Columbia who is deaf. She communicates through the use of ASL, which is her first language, and her ability to comprehend written English is limited. Ms. Young receives a Housing Choice Voucher rent subsidy, which is administered by DCHA and funded by the federal government. She has sought and continues to seek access to the DCHA's services and programs, including those related to DCHA's Voucher Program, and must communicate with DCHA representatives on a regular basis in connection with her Voucher and her housing needs.

10. Plaintiff Latheda Wilson has a hearing impairment and relies on ASL to communicate. Although Ms. Wilson can read written English, she does not always fully comprehend it. Ms.

Wilson also has a DCHA Voucher and, as a participant in that program, must communicate with DCHA representatives on a regular basis in connection with her Voucher and her housing needs.

11. Plaintiff Deaf-REACH is a non-profit organization that is devoted to ensuring that those with hearing loss are equal participants in society. Deaf-REACH's mission is focused on maximizing the quality of life of deaf and hard of hearing individuals. The majority of Deaf-REACH's staff is deaf. Deaf-REACH also provides a range of services to clients who are seeking to live independently in the community. Deaf-REACH is specifically recognized in the District's Municipal Regulations as an agency qualified to assist DCHA in identifying priority "Targeted Admissions" for certain Vouchers available to people with disabilities. 14 DCMR § 7603.2(c). By virtue of their poverty, substantially all of Deaf-REACH's clients are financially eligible for DCHA's Voucher and public housing programs.

12. The District of Columbia Housing Authority is an independent authority of the District of Columbia government that governs public housing in the District and is responsible for providing quality affordable housing to low- to moderate-income District residents. DCHA operates rental assistance programs in the District of Columbia, including the Housing Choice Voucher Program.

FACTUAL BACKGROUND

13. Defendant DCHA provides rental assistance and housing services to thousands of D.C. residents. DCHA serves as landlord to over 20,000 D.C. residents in public housing owned and managed by the DCHA. DCHA also administers rental assistance programs including the Housing Choice Voucher Program.

14. Like every other participant in DCHA's programs, including its Voucher and other affordable housing programs, Plaintiffs Young and Wilson must communicate with the DCHA

and access its services on a regular basis to stay in compliance with program regulations and to secure the full benefits of those programs. A voucher recipient must periodically update and/or confirm basic information regarding her income and household composition in order to continue to receive rental assistance. When housing circumstances change, such as when a participant desires to move or when the composition of a participant's household or amount of household income changes, a participant must communicate those changes to DCHA. Voucher recipients likewise receive communications from DCHA and are expected to review and adhere to any rules, notices, or instructions issued by DCHA.

15. Despite longstanding statutory and regulatory obligations to ensure effective communication and to provide reasonable accommodations on the basis of disability, DCHA routinely denies interpreters to people with total or partial hearing loss seeking access to its services.

16. People with hearing loss seeking interpreter services in order to access the DCHA's programs are often given the run-around, advised that no interpreters are available, forced to have appointments and services postponed substantially, denied the benefit of interpreters during meetings, or promised interpreters when none are ultimately provided.

17. As a result, people with hearing loss are denied equal access to DCHA programs and services, and forced to interact with DCHA without the interpreting services essential for effective communication and equal access.

A. Plaintiff Jacqueline Young

18. Ms. Young repeatedly and routinely has been denied an ASL interpreter for meetings and communications with DCHA staff. As a result, her housing needs and right to equal access have been denied by DCHA and its employees.

19. Ms. Young has been a participant in the DCHA's Housing Choice Voucher Program since at least 2006. Since that time, her interactions with the DCHA have been marred by a consistent pattern of discrimination and denial of access.

20. On repeated occasions and notwithstanding requests for ASL interpreters made ahead of time, when Ms. Young arrived at DCHA for an appointment, no interpreters were present to assist her in communicating with DCHA staff in the reception area. Instead, she was required to scribble notes or use other rudimentary means to identify herself, repeatedly remind DCHA representatives that she is deaf, and request that DCHA staff call her on her cell phone in the waiting room when DCHA staff was ready to see her because she would not be able to hear her name if it were called aloud.

21. Because she was unable to hear oral announcements and because DCHA took no effective steps to communicate with her, on at least one occasion, Ms. Young was left waiting for several hours in the DCHA waiting room, and was only informed at closing time that she had missed the announcement of her meeting. She was therefore required to reschedule that meeting and make another trip to DCHA to conduct her business.

22. Despite its obligation to provide equal access and its awareness of Ms. Young's disability, the DCHA has not provided Ms. Young with an ASL interpreter for her appointments with DCHA staff or any other means of effective communication.

23. Ms. Young has made multiple requests that DCHA provide her the interpreter services she needs, but to no avail. Each time she has scheduled an appointment with DCHA, she has requested an ASL interpreter and called ahead to confirm that an interpreter will be present.

24. On more than one such occasion, DCHA representatives have told her that no interpreter will be provided. On other occasions, DCHA has told Ms. Young to bring a friend or family member to interpret for her.

25. Even on the occasions when she has been assured by DCHA that an interpreter would be present for her appointment, she has arrived for her appointment only to discover that interpreting services would not be provided.

26. Appointments have been rescheduled specifically due to the absence of an interpreter on a previously scheduled date, but even then DCHA has not provided an interpreter on the rescheduled date.

27. In more than five years of dealing with DCHA, she has been provided an interpreter on only one occasion (and that was only after a lawyer contacted DCHA on Ms. Young's behalf). In all other instances, including as recently as 2012, DCHA has shirked its obligation to provide an interpreter to Ms. Young.

28. DCHA has left Ms. Young to suffer through appointments crucial to her ability to obtain vital rental assistance without any effective means of communication or comprehension. She has been forced to communicate through scribbled notes on scrap paper, unable to fully express herself and uncertain of her comprehension of written communications from DCHA staff. The demeaning experience has made her feel like a child.

29. Rather than being able to have an interpreter read important documents to her using ASL (Ms. Young's first language), Ms. Young has been forced to rely on DCHA personnel's brief, hand-written descriptions of the "gist" of the documents or her own limited comprehension of written English to attempt to piece together what she is agreeing to by her signature.

30. Denied access to a qualified interpreter and fearful of the consequences of being unable to communicate with DCHA staff to retain her much-needed rental assistance, Ms. Young has even asked her children to attempt to communicate for her—an indignity, invasion of privacy, and unfair burden she has been forced to endure solely on account of her disability and DCHA's failure to provide her with the basic interpreter services she needs.

31. On one occasion, when Ms. Young appeared at DCHA for an individual appointment, she was instead shuttled into a room with other people and forced to sit through a presentation relating to the Voucher Program that she could neither hear nor understand because no interpreter was present. She did not know what the presentation was for or even if she was supposed to be there.

32. Having gathered that rules or warnings for program participants were being discussed, the experience left Ms. Young feeling helpless and concerned that the rental assistance she needed could be revoked based on her unknowing failure to comply with some rule she was unaware of because she could not hear the presentation.

33. DCHA's discriminatory failure to provide interpreter services has also undermined Ms. Young's ability to communicate her housing needs or have those needs met by DCHA. When Ms. Young obtained permanent custody of her son and therefore needed to communicate the addition to her household and obtain a larger apartment, her efforts to explain these changed circumstances to DCHA were stymied by her inability to effectively communicate without an interpreter.

34. For years, Ms. Young repeatedly tried to express her need to change from a two-bedroom Voucher to a three-bedroom Voucher to allow the child to move in with her, but DCHA's failure to provide her with interpreter services impeded her efforts and interfered with

her ability to obtain the Voucher (and housing) she needed to accommodate her family. Due to DCHA's failure to facilitate effective communication, Ms. Young has not been able to secure a voucher for a larger apartment and, as a result, she has not been able to live with her son.

35. As a result of DCHA's failure to provide interpreter services and equal access to its programs and services, Ms. Young has suffered unlawful discrimination, been subjected to humiliation and degrading treatment, and been denied a reasonable accommodation. DCHA's discriminatory and unlawful conduct has further interfered with Ms. Young's ability to obtain an apartment of an appropriate size, which has deprived her of the ability to reside with her son.

B. Plaintiff Latheda Wilson

36. In 2011, Ms. Wilson was notified by DCHA that she was selected to receive a rental assistance Voucher and that she was required to attend an orientation for participants in the Voucher Program in October 2011.

37. Ms. Wilson understood that the purpose of the orientation was to inform participants of the rules and requirements of the program, and provide participants with important paperwork related to their Vouchers.

38. Ms. Wilson contacted Defendant DCHA and requested an interpreter for the orientation. She was told that an interpreter would be provided to her on that date.

39. On the morning of the orientation, Ms. Wilson contacted DCHA again to confirm that it would be providing her an interpreter for the orientation. Contrary to its prior representation, DCHA informed Ms. Wilson that an interpreter would not be provided to her at the orientation.

40. Knowing that an interpreter was necessary for her to comprehend and participate in the orientation, Ms. Wilson repeatedly attempted to reschedule her orientation, but was unable to get DCHA to commit to a date on which an interpreter would be provided for her.

41. Critically important information regarding the Voucher Program is conveyed to Voucher holders at the orientation, including how it operates and what is required of tenants and landlords participating in the program. Nevertheless, instead of rescheduling her orientation, DCHA ultimately instructed Ms. Wilson to proceed with locating a landlord that would accept her Voucher and notify DCHA of her desired rental address.

42. Ms. Wilson provided DCHA the requested information regarding the apartment she wished to rent, and DCHA instructed her to go ahead and move into the apartment.

43. DCHA never provided Ms. Wilson the opportunity to attend an orientation with an interpreter. Instead, Ms. Wilson was left to navigate the Voucher Program on her own without the instruction, documents, and/or guidance provided at the orientation, including important information relating to her obligations under the program, the terms of her rental assistance, and the program rules. Denied access to orientation, Ms. Wilson was left fearful that she would inadvertently violate some rule, regulation, or requirement of the Voucher Program which would jeopardize her Voucher and her housing.

44. By spring 2012, the conditions in the apartment Ms. Wilson had been renting had deteriorated substantially. There were insects and rodents in her unit, the sink did not function properly, and there was significant mold that triggered her allergies. After being unable to secure necessary repairs and remedies from her landlord, Ms. Wilson contacted DCHA in an effort to move to another apartment.

45. Ms. Wilson located another apartment in better condition that would accept her Voucher; however, Ms. Wilson could not move into the apartment unless and until her Voucher was transferred to the new address.

46. Ms. Wilson's attempts to communicate to DCHA her need to move to another apartment and induce DCHA to consider and process her request have been undermined by DCHA's failure to provide her with interpreting services necessary for effective communication and access.

47. Since spring 2012, Ms. Wilson has repeatedly contacted DCHA in an effort to communicate her need to move to another apartment and her request to transfer her Voucher to the new apartment she has found. As a result of Defendant's discriminatory and unlawful conduct, Ms. Wilson has been unable to obtain a response from DCHA to her request to move.

48. Ms. Wilson went to DCHA in November 2012 as part of her continued efforts to transfer her Voucher to the new apartment. No interpreter was present in the reception area when she arrived, so Ms. Wilson was forced to attempt to communicate with DCHA staff without one. DCHA staff in the reception area exhibited impatience and contempt toward Ms. Wilson when she attempted to communicate without the interpreter essential to effective communication.

49. When Ms. Wilson ultimately met with a DCHA employee, she was not provided an interpreter and instead was again forced to attempt to communicate without one. Ms. Wilson's ability to communicate her need to transfer her Voucher to a different apartment was undermined by DCHA's failure to provide an interpreter. Deprived of an interpreter, Ms. Wilson could neither effectively communicate her need to transfer her Voucher nor fully comprehend what the DCHA employee said in response.

50. Having not received a response from DCHA to her request to move, Ms. Wilson contacted DCHA in December 2012 and January 2013, to follow up on her prior requests. To date, DCHA has still not informed her whether it will transfer her Voucher.

51. As a result, Ms. Wilson remains stuck with the substandard conditions in her existing apartment, unable to move to a livable apartment because her Voucher remains tethered to the existing unit.

52. As a result of DCHA's failure to provide interpreter services and equal access to its programs and services, Ms. Wilson has suffered unlawful discrimination, been subjected to humiliation and degrading treatment, and been denied a reasonable accommodation. DCHA's discriminatory and unlawful conduct has further interfered with Ms. Wilson's ability to transfer her Voucher to an available unit and forced her to remain in substandard conditions.

C. Plaintiff Deaf-REACH

53. Deaf-REACH provides programs, services, and assistance to District of Columbia residents who are deaf or hard of hearing.

54. Because its clients are low-income, Deaf-REACH routinely serves individuals with hearing impairments who are seeking vouchers, rental subsidies, or other forms of housing assistance from DCHA or are already recipients of DCHA assistance.

55. Deaf-REACH's designation under D.C. law as an agency qualified to assist in identifying those eligible for Targeted Admissions for Vouchers specifically available to people with disabilities ensures that Deaf-REACH has continuing involvement and interaction with clients with hearing impairments who are seeking to access DCHA's programs and services.

56. Deaf-REACH has expended and continues to expend scarce resources and staff time to combat and attempt to counteract DCHA's unlawful and discriminatory conduct toward District residents who are deaf or hard of hearing.

57. Deaf-REACH staff members have devoted time and resources to assisting and advising clients with hearing impairments (including Plaintiff Wilson) as they attempt to navigate

DCHA's programs and access its services without the interpreting services and auxiliary aids necessary for equal access.

58. DCHA's denial of interpreters and equal access to Deaf-REACH's clients have required Deaf-REACH staff to spend hours accompanying Deaf-REACH clients to DCHA meetings and appointments in an effort to assist them in communicating their needs to DCHA staff in the absence of essential interpreting services.

59. Deaf-REACH staff have likewise been forced to spend many hours exchanging telephone calls and emails with DCHA representatives attempting to advocate for their clients as a result of DCHA's callous refusal to fulfill basic equal access obligations.

60. Further, when their clients' repeated efforts to obtain housing assistance are thwarted by DCHA's disregard for the rights of people with hearing loss, Deaf-REACH is left to pick up the pieces and counsel clients as they cope with the frustration, hardship, and loss resulting from DCHA's discriminatory acts.

61. These expenditures of Deaf-REACH's scarce resources and staff time would not be necessary but for DCHA's persistent failure to comply with its equal access obligations.

62. Furthermore, DCHA's failure to provide ASL interpreters or other means of effective communication have profoundly frustrated Deaf-REACH's mission of ensuring that D.C. residents with hearing loss can live independently, because those failures communicate to the public at large that the needs of residents with hearing loss are not important and tend to further segregate and isolate these residents on account of their disabilities.

INJURIES TO PLAINTIFFS

63. As a result of DCHA's unlawful actions as described above, Plaintiffs have suffered and continue to suffer irreparable loss and injury, including but not limited to, humiliation,

frustration, embarrassment, emotional distress, out-of-pocket losses, interference with their ability to obtain housing appropriate to their needs, and unlawful deprivation of their federally protected rights.

64. Defendants' unlawful conduct has harmed Deaf-REACH and its clients by frustrating Deaf-REACH's mission and interfering with its clients' right to live in and enjoy a community that is free from discrimination on the basis of disability, and by causing Deaf-REACH to expend scarce resources counteracting DCHA's continuing wrongful conduct.

65. DCHA's unlawful conduct frustrates Deaf-REACH's mission by perpetuating the very unlawful discrimination and barriers to equal participation and community integration that Deaf-REACH is dedicated to dismantling. DCHA's violations of Section 504, the ADA, and the FHA undermine Deaf-REACH's goals of achieving equality of access for persons with hearing impairments.

66. As a result of DCHA's discriminatory conduct, Deaf-REACH has expended, and will continue to expend, resources and devote substantial time to efforts to counteract the frustration of its mission caused by DCHA's violations of the Rehabilitation Act, ADA, and Fair Housing Act.

67. At all times relevant hereto DCHA's managers, employees, and agents were acting (a) with the consent of, (b) under the control and supervision of, and/or (c) within their authority as agents of DCHA.

68. DCHA's unlawful actions as described above were, and are, intentional and willful, and/or have been, and are being, implemented with deliberate indifference to and/or callous and reckless disregard for Plaintiffs' statutorily protected rights.

69. Unless enjoined, Defendant will continue to engage in unlawful acts and maintain its discriminatory policies and/or practices. Plaintiffs have no adequate remedy at law. Plaintiffs are now suffering and will continue to suffer irreparable injury from Defendant's unlawful conduct, policies, and practices unless relief is provided by this Court.

CLAIMS FOR RELIEF

Count 1

Denial of Equal Access in Violation of Section 504 of the Rehabilitation Act 29 U.S.C. § 794

70. Plaintiffs reallege and incorporate by reference all of the allegations set forth in paragraphs 1 through 69 above.

71. Plaintiffs Young and Wilson are qualified individuals with disabilities within the meaning of the Rehabilitation Act.

72. Plaintiff Deaf-REACH is an organization whose mission is to assist individuals with disabilities that has diverted its resources to address Defendant's failure to provide services to such individuals.

73. Defendant DCHA receives federal financial assistance within the meaning of the Rehabilitation Act.

74. Plaintiffs Young and Wilson are qualified to receive the benefits and services of DCHA, and Deaf-REACH's clients are similarly qualified.

75. DCHA's housing services, rental assistance programs, and Housing Choice Voucher Program are "programs or activities" within the meaning of the Rehabilitation Act.

76. The Rehabilitation Act prohibits DCHA from denying Plaintiffs and other individuals with hearing impairments (including Deaf-REACH's clients) equal access to DCHA's benefits

and services and equal opportunity to participate in DCHA's programs on the basis of disability. 24 C.F.R. § 8.4(b); 28 C.F.R. § 42.503(b).

77. Defendant is required under the Rehabilitation Act to ensure effective communication between its staff and individuals with hearing impairments, including Plaintiffs and Deaf-REACH's clients. 24 C.F.R. § 8.6; 28 C.F.R. § 42.503(e)-(f). This obligation includes furnishing auxiliary aids, such as qualified sign language interpreters. 24 C.F.R. § 8.6; 28 C.F.R. § 42.503(f).

78. Through Defendant's acts described above, Defendant excluded Plaintiffs Young and Wilson from participation in, denied them the benefits of, and/or subjected them to discrimination in its programs, services, and/or activities.

79. Through Defendant's acts described above, Defendant failed to provide individuals with hearing impairments, such as Plaintiffs Young and Wilson, equal access to its benefits and services and/or equal opportunity to participate in its programs on the basis of disability.

80. Through Defendant's acts described above, Defendant failed to ensure effective communication between individuals with hearing impairments, such as Plaintiffs Young and Wilson, and its staff or furnish necessary auxiliary aids.

81. Through Defendant's acts described above, Defendant frustrated Deaf-REACH's mission and forced Deaf-REACH to divert scarce resources and staff hours to providing services, assistance, advocacy, and counseling in an effort to counteract the harm caused by Defendant's unlawful conduct.

Count 2
Denial of a Reasonable Modification in Violation of Section 504 of the Rehabilitation Act
29 U.S.C. § 794

82. Plaintiffs reallege and incorporate by reference all of the allegations set forth in paragraphs 1 through 81 above.

83. Plaintiffs Young and Wilson are qualified individuals with a disability or handicap within the meaning of the Rehabilitation Act.

84. Defendant DCHA receives federal financial assistance within the meaning of the Rehabilitation Act.

85. Plaintiffs Young and Wilson are qualified to receive the benefits and services of DCHA.

86. Through Defendant's acts described above, Defendant discriminated against Plaintiffs Young and Wilson on the basis of disability in violation of the Rehabilitation Act.

87. Under the Rehabilitation Act, DCHA is required to make reasonable modifications in policies, practices, and/or procedures where the modifications are necessary to avoid discrimination on the basis of disability and would not fundamentally alter the nature of the programs, services, or activities.

88. Plaintiffs Young and Wilson informed DCHA of their hearing impairments and requested that DCHA provide interpreter services as a reasonable modification.

89. The provision of interpreters is necessary to avoid discriminating against Plaintiffs Young and Wilson on the basis of their hearing impairments.

90. Providing Plaintiffs Young and Wilson (and other hearing impaired individuals) with interpreters would not fundamentally alter the nature of DCHA's services or programs, including the Voucher Program.

91. DCHA violated the Rehabilitation Act by denying Plaintiffs Young and Wilson interpreters.

Count 3
Denial of Equal Access in Violation of the Americans With Disabilities Act
42 U.S.C. § 12132

92. Plaintiffs reallege and incorporate by reference all of the allegations set forth in paragraphs 1 through 91 above.

93. Plaintiffs Young and Wilson are qualified individuals with a disability within the meaning of the ADA.

94. Plaintiff Deaf-REACH is associated with, and serves, qualified individuals with disabilities within the meaning of the ADA. 28 C.F.R. § 35.130(g). Deaf-REACH's mission is to assist individuals with disabilities, and it has diverted its resources to address Defendant's failure to provide services to such individuals.

95. Through Defendant's acts described above, Defendant discriminated against Plaintiffs on the basis of disability in violation of the ADA.

96. Under the ADA, Defendant is prohibited from excluding Plaintiffs from participation in or denying them the benefits of its services, programs, and activities on account of disability. 28 C.F.R. § 35.130(a). Defendant is also prohibited from providing an aid or service that is not as effective in affording equal opportunity to obtain the same result as that provided to others. *Id.* at § 35.130(b)(1)(i)-(iv); *id.* at § 35.130(b)(1)(vii).

97. Pursuant to the ADA, Defendant is required to ensure that communications with Plaintiffs and other individuals who are deaf or have hearing impairments (including Deaf-REACH's clients) are as effective as communications with hearing individuals, including

through the provision of auxiliary aids and interpreter services. 28 C.F.R. § 35.160(a)(1) & (b)(1).

98. By failing to provide qualified sign language interpreters or other services necessary to allow for effective communication with Plaintiffs and other persons who are deaf or have hearing impairments, Defendant denied and continues to deny Plaintiffs Young and Wilson the same access to services, benefits, activities, and programs because of their disabilities.

99. By failing to provide qualified sign language interpreters or other services necessary to allow for effective communication with Plaintiffs and other persons with hearing loss, Defendant frustrated (and continues to frustrate) Deaf-REACH's mission, and caused (and continues to cause) it to divert its limited resources to address Defendant's deficiency.

100. Through the conduct described above, Defendant failed to ensure equally effective communications with Plaintiffs and failed to provide necessary interpreter services in violation of the ADA.

101. Through the conduct described above, Defendant frustrated Deaf-REACH's mission and forced Deaf-REACH to divert limited resources and staff time to providing services, assistance, advocacy, and counseling to address the harm caused by Defendant's unlawful acts.

Count 4
Denial of a Reasonable Accommodation in Violation of the Americans With Disabilities Act¹
42 U.S.C. § 12132

102. Plaintiffs reallege and incorporate by reference all of the allegations set forth in paragraphs 1 through 101 above.

103. Plaintiffs Young and Wilson are qualified individuals with disabilities within the meaning of the ADA.

¹ Although 42 U.S.C. § 12131 uses the term "reasonable modification," Plaintiffs here use the term "reasonable accommodation."

104. Through Defendant's acts described above, Defendant discriminated against Plaintiffs Young and Wilson on the basis of disability in violation of the ADA.

105. Under the ADA, DCHA is required to make reasonable modifications in policies, practices, and/or procedures where the modifications are necessary to avoid discrimination on the basis of disability and would not fundamentally alter the nature of the DCHA's programs, services, or activities. 28 C.F.R. § 35.130(b)(7).

106. Plaintiffs Young and Wilson informed DCHA of their hearing impairments and requested that DCHA provide interpreter services as a reasonable modification of its policies and practices.

107. The provision of interpreters is necessary to avoid discriminating against Plaintiffs Young and Wilson on the basis of their hearing impairments.

108. Providing Plaintiffs Young and Wilson (and other hearing impaired individuals) with interpreters would not fundamentally alter the nature of DCHA's services, or its rental assistance programs, such as the Voucher Program.

109. DCHA violated the ADA by denying interpreters to Plaintiffs Young and Wilson.

Count 5
Violation of the Fair Housing Act
42 U.S.C. § 3604(f)(1)-(2)

110. Plaintiffs reallege and incorporate by reference all of the allegations set forth in paragraphs 1 through 109 above.

111. Plaintiffs Young and Wilson are individuals with a disability or handicap within the meaning of the Fair Housing Act.

112. Deaf-REACH is an "aggrieved person" under the Fair Housing Act because it is an entity that has been injured by a discriminatory housing practice. Deaf-REACH is an

organization whose mission is to assist individuals with disabilities that has diverted its resources to address Defendant's failure to provide services to such individuals.

113. The Fair Housing Act makes it unlawful to discriminate on the basis of disability in the provision of services in connection with rental housing or otherwise make housing unavailable on the basis of disability.

114. Through the conduct described above, DCHA discriminated against Plaintiffs in the provision of services in connection with rental housing and made housing unavailable to them on the basis of their disability.

115. DCHA's discriminatory failure to provide interpreters and equal access to DCHA's programs and services interfered with Plaintiffs Young and Wilson's ability to obtain rental housing that met their needs.

116. DCHA's discriminatory conduct has frustrated Deaf-REACH's mission and caused it to divert its limited resources and time to address DCHA's failure to provide necessary services to people with hearing loss.

Count 6
Violation of the Fair Housing Act
42 U.S.C. § 3604(f)(3)

117. Plaintiffs reallege and incorporate by reference all of the allegations set forth in paragraphs 1 through 116 above.

118. Plaintiffs Young and Wilson are individuals with a disability or handicap within the meaning of the Fair Housing Act.

119. The Fair Housing Act prohibits refusals to make reasonable accommodations in rules, policies, practices, or services, when such accommodations are necessary to afford individuals with disabilities an equal opportunity to use and enjoy a dwelling.

120. DCHA's failure to provide interpreters or any other effective means of communication for people with hearing loss constitutes a failure to make a reasonable accommodation.

121. DCHA's failure to provide a reasonable accommodation to its programs and services interfered with Plaintiffs Young and Wilson's ability to obtain rental housing that met their needs.

PRAYER FOR RELIEF

122. WHEREFORE, Plaintiffs pray that this Court grant them the following relief:

- a. Enter a declaratory judgment finding that the foregoing actions of Defendants violate 29 U.S.C. § 794, 42 U.S.C. § 12132, and 42 U.S.C. § 3604(f);
- b. Enter an injunction directing Defendant to take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;
- c. Award compensatory damages to Plaintiffs in an amount to be determined by the jury that would fully compensate Plaintiffs for the humiliation, frustration, embarrassment, emotional distress, frustration of mission, and diversion of resources that they have suffered and continue to suffer as a result of the discriminatory conduct alleged herein;
- d. Award punitive damages under the Fair Housing Act to Plaintiffs in an amount to be determined by the jury that would punish Defendant for the willful, wanton, and reckless conduct alleged herein and that would effectively deter similar conduct in the future;

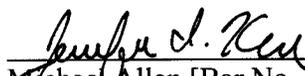
- e. Award Plaintiffs their reasonable attorneys' fees and costs incurred in this action;
- and
- f. Order such other relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs request trial by jury as to all issues in this case.

Dated May 7, 2013

Respectfully submitted,


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*Application for admission *pro hac vice* to be submitted.