

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**
(Northern Division)

JACK FELDMAN *
3840 Normandy Drive *
Apt. 3D *
Hampstead, Maryland *

By and through his guardian, *

BARBARA FELDMAN *
1110 Briarcrest Drive *
Westminster, Maryland 21158 *

and *

THE ARC OF CARROLL COUNTY *
180 Kriders Church Road *
Westminster, Maryland 21158 *

Plaintiffs, *

Civil Action No. _____

v. *

PARK PLACE CONDOMINIUM, INC. *
1005 S. Main Street, Suite 203 *
P.O. Box 380 *
Hampstead, Maryland 21074 *

SERVE ON: *
CASCADE PROPERTY *
MANAGEMENT *
1431 N Main Street *
Hampstead, Maryland 21074 *

PARK PLACE CONDOMINIUM, INC., *
BOARD OF DIRECTORS *
1005 S. Main Street, Suite 203 *
P.O. Box 380 *
Hampstead, Maryland 21074 *

SERVE ON: *
CASCADE PROPERTY *
MANAGEMENT *
1431 N Main Street *
Hampstead, Maryland 21074 *

SUSAN PILLETS *
3860 Normandy Drive, 2C *
Hampstead, Maryland 21074 *

JANICE SCOTT *
3850 Normandy Drive, 1A *
Hampstead, Maryland 21074 *

ANNA LEVINZON *
3860 Normandy Drive, 2A *
Hampstead, Maryland 21074 *

JEANNE KLOSS *
3870 Normandy Drive, 3B *
Hampstead, Maryland 21074 *

DEBBIE ARMACOST *
3810 Normandy Drive, 2C *
Hampstead, Maryland 21074 *

and *

CASCADE PROPERTY MANAGEMENT *
1431 N Main Street *
Hampstead, Maryland 21074 *

Defendants. *

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COMPLAINT FOR TEMPORARY AND PERMANENT INJUNCTION

Plaintiffs Jack Feldman (“Jack”), through his guardian of person and property, Barbara Feldman, and The Arc of Carroll County (“The Arc”), by and through their undersigned attorneys, sue Defendants, Park Place Condominium, Inc., Park Place Condominium Board of Directors comprised of Susan Pillets, Janice Scott, Anna Levinzon, Jeanne Kloss, and Debbie Armacost, in their official and individual capacities (collectively “the Board”), and Cascade Property Management (“Cascade”), and state the following as their complaint:

INTRODUCTION

1. This action arose out of a simple request for a reasonable accommodation for Jack Feldman—a disabled man—to use the parking spot to which he is entitled at his place of residence in Park Place Condominiums. Through The Arc, Jack receives around-the-clock support, including the use of an Arc van that is equipped to safely transport Jack in a way that does not place him or others in danger as a result of his challenging behaviors. The Board and Cascade, however, have taken issue with Jack’s use of The Arc van because it is a commercial vehicle that is generally not permitted by the Park Place rules and regulations. Jack, as a tenant of the property, through his guardian, has requested an exception to Park Place’s parking rule as a reasonable accommodation for Jack’s disability, and explained to Defendants why the van is necessary to ensure Jack is able to enjoy his dwelling in the same manner as his non-disabled neighbors. Defendants have refused to provide a reasonable accommodation to their rules and have acted in retaliation in response to Plaintiff’s exercise of his right to live in Park Place free of discrimination. After Defendants refused Plaintiffs’ several attempts to negotiate in good faith, Plaintiffs were left with no choice but to file this complaint which states claims for violations of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 U.S.C. §§ 3604, 3617) and Maryland state fair housing law (Md. Code, State Gov’t § 20-705).

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 3613(a)(1)(A). This is an action asserting violations of federal law with pendant claims under Maryland state law. These claims all arise out of the same controversy and events.

3. Venue is proper in the District of Maryland pursuant to 28 U.S.C. § 1391(b)(2) because the events giving rise to this Complaint occurred in this judicial district.

4. This Court has personal jurisdiction over the parties as the Plaintiffs reside in the state of Maryland and Defendants engage in business within the state of Maryland.

PARTIES

5. Jack Feldman is a 24-year-old man with significant developmental disabilities that limit one or more of his major life activities. He resides in a condominium in Park Place, 3840 Normandy Dr., Unit 3D, Hampstead, Maryland.

6. Barbara Feldman is a citizen of the United States and a resident of Westminster, Maryland. She is the guardian of the person and property of Jack Feldman.

7. The Arc of County Carroll is a chapter of The Arc Maryland and The Arc of the United States, nonprofit organizations devoted to supporting people with intellectual and developmental disabilities (“I/DD”) and their families. The Arc’s members include families of individuals with I/DD in need of support and services, professionals in the field of I/DD, and citizens interested in promoting the rights of people with I/DD. Throughout its almost seventy-year history, The Arc has represented and acted on behalf of individuals and their families in Maryland and has sought to improve civil rights for people with I/DD. The Arc has standing to represent itself, its members, and those who receive support from the agency who are adversely affected by discrimination. Of relevance to this matter, The Arc provides residential-based support for adults who live in the community, including in-home assistance and transportation.

8. Each of The Arc’s clients has a “handicap” within the meaning of 42 U.S.C. § 3602(h). As a provider of residential services to these individuals, The Arc is a “person

associated with” individuals with handicaps within the meaning of 42 U.S.C. § 3604(f)(1)(c), and in that capacity, The Arc is fully entitled to the protections of the Fair Housing Act.

9. Defendant Park Place Condominium, Inc. is a property located in Carroll County, Maryland.

10. Defendant Park Place Condominium, Inc.’s Board of Directors is the governing body for Park Place Condominium, Inc.

11. Defendant Susan Pillets is now and has been at all relevant times the President of the Board and resides at 3860 Normandy Drive, Unit 2C, Hampstead, Maryland 21074.

12. Defendant Janice Scott is now and has been at all relevant times the Vice President of the Board and resides at 3850 Normandy Drive, Unit 1A, Hampstead, Maryland 21074.

13. Defendant Anna Levinzon is now and has been at all relevant times the Treasurer of the Board and resides at 3860 Normandy Drive, Unit 2A, Hampstead, Maryland 21074.

14. Defendant Jeanne Kloss is now and has been at all relevant times the Secretary of the Board and resides at 3870 Normandy Drive, Unit 3B, Hampstead, Maryland 21074.

15. Defendant Debbie Armacost is now and has been at all relevant times the Member-At-Large of the Board and resides at 3810 Normandy Drive, Unit 2C, Hampstead, Maryland 21074.

16. Defendant Cascade Property Management is a limited liability company organized and existing under the laws of the State of Maryland. Upon information and belief, Cascade is the Management Agent for Park Place Condominium, Inc., employed by the Board. Cascade holds itself out as “a full-service management company in business” with affiliations with RE/MAX Solutions. It is, upon information and belief, a highly experienced and sophisticated residential property manager.

17. Upon information and belief, Defendants were at all times relevant to this Complaint acting as the actual and apparent agents of Park Place Condominiums.

FACTUAL ALLEGATIONS

A. Background on Jack Feldman

18. Jack Feldman is a 24-year-old man with significant intellectual and developmental disabilities as a result of the genetic abnormality of MECP2 gene duplication.

19. As a result of his disabilities, Jack is unable to perform self-care activities such as dressing himself, self-hygiene practices, and using the toilet. Jack is non-verbal and requires 24-hour support.

20. In an effort to allow Jack to live as independently as possible, his parents, Barbara and Tim Feldman, decided to move him into a condominium and to utilize services through the Maryland Department of Health and the Developmental Disabilities Administration for Jack's care.

21. The decision to arrange housing and round-the-clock care for Jack was made in an effort to allow Jack to participate to the fullest extent possible in his community, to live independently, and to live with dignity in alignment with the principles outlined in *Olmstead v. L.C.*, 527 U.S. 581 (1999).

22. Jack's parents purchased a condominium for Jack in Park Place condominiums in Hampstead, Maryland, in January 2023. The condominium is held under Waffle Housing, LLC. Waffle Housing, LLC owns only this property and Barbara and Tim Feldman are the only members of Waffle Housing, LLC.

23. Jack's condominium entitles him to a reserved parking space like all other residents.

B. Jack's Services Through The Arc.

24. Upon moving in, Jack began receiving round-the-clock services from The Arc's in-home staff ("staff"). Their shifts are typically Sunday through Thursday 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 9:00 a.m., with rotating shifts Friday to Sunday.

25. The Staff is responsible for assisting Jack with all of life's activities. They help bathe, feed, and shower Jack, change his diaper, and transport him to all appointments, programs, and social engagements.

26. From 9:00 a.m. to 2:30 p.m. Monday through Friday, Jack attends the Day Program at The Arc. His staff is already on shift and at Jack's home in the morning to prepare him to leave the house and transport him to the Day Program.

27. As part of his disability, Jack can become agitated and physically lashes out at his caregivers who are trained to calm him down.

28. The physical lashing out is particularly dangerous—for his own and others' well-being—while in a moving vehicle. For example, while in transit, Jack may try to take his seat belt off, grab or hit the driver of the vehicle, throw items (such as his communication device) at the driver, or even open the door while the vehicle is moving.

29. As a result of this risk, Jack requires a specialized transportation vehicle for all car rides. The vehicle is required to have significant space between Jack and the driver, have specialized seatbelts, and be designed so that Jack may not open the door himself.

30. To serve Jack's needs, The Arc has dedicated one of their specialized vans for Jack's use (hereinafter referred to as "the van"). The van is the only vehicle in The Arc's fleet that can accommodate Jack's needs.

31. The van must be available to Jack at his place of residence at all times so that an ARC staff member can transport him to his Day Program, medical appointments, social outings, or, in the event of an emergency, to the hospital.

32. Because Jack requires and has qualified for full-time supervision through the Developmental Disabilities Administration, his caregiver cannot leave his side to retrieve the van and bring it to him, therefore the vehicle must be available near Jack's home.

33. Jack's staff parked Jack's assigned van in a mostly empty overflow lot, backed into a spot near several open spaces.

34. Additionally, for security purposes, rather than give copies of keys to Jack's residence to Jack's staff, Jack's guardian kept one key in a lockbox outside the condominium building. This was to avoid having copies of keys to Jack's residence floating around.

C. The Board's Refusal to Accommodate Jack's Disability

35. In September 2023, Park Place Board of Directors' President, Susan Pillets, wrote to The Arc stating that the van could no longer be parked in the Park Place parking lot because under the rules and regulations of the community, "commercial vehicles are not allowed to be parked in the community unless they are 'temporarily parked on the common elements in connection with the commercial deliveries and services performed at the Condominium in the normal course of business'" and "the Town of Hampstead's Town's ordinance prohibits the parking of commercial vehicles on a public street except while actively engaged in loading or unloading."

36. In response to the letter, in October 2023, Barbara Feldman attended a Board meeting to explain Jack's disability and needs for the van and requested an accommodation to the Board's policies.

37. Shortly after the Board meeting, Barbara Feldman followed up with the Board and Cascade to formally request a reasonable accommodation. There was no response to this request.

38. In December 2023, a resident banged on Jack's condominium door and yelled at Jack's staff to remove the van from his parking space. Jack witnessed this exchange and became very distressed.

39. In early February 2024, as Jack and his staff approached the van in the parking lot, another resident approached Jack's staff and told them they had to move the van.

40. On February 6, 2024, Cascade sent a letter to The Arc stating that it can no longer park the van at Jack's residence as it violates the rules and regulations of Park Place and violates the Town of Hampstead's Town Ordinance prohibiting the parking of commercial vehicles on a public street.

41. In response to this letter, The Arc contacted the Town of Hampstead. A representative for the town clearly stated that the town ordinance does not apply to this situation, as the parking lot is not a public area.

42. On Friday, February 23, 2024, the Board informed The Arc that if it did not move the van by Sunday, February 25, 2024, the Board would have the van towed.

43. As a result of this threat, at the end of one of Jack's staff members' shifts, the staff member returned the van to The Arc in Westminster, Maryland—a 25-minute drive from Jack's home.

44. Barbara Feldman again wrote to Cascade on February 25, 2024, to attempt to resolve this issue before engaging attorneys. The letter went unanswered.

45. From then on, instead of driving directly to Jack's home at the start of each shift, the staff member must first drive to The Arc to pick up the van, then return to Jack's home to

prepare him for the day then return Jack to The Arc for his Day Program. They must then return the van to The Arc at the end of their shift instead of going straight home. The use of the van was no longer available to Jack on the weekends because The Arc is closed on Saturday and Sunday.

46. As a result, Jack no longer has access to his van on demand as his health requires, preventing him from enjoying his dwelling in the same manner as his non-disabled peers.

47. At times, Tim Feldman, Jack's father, transports Jack in his own vehicle when necessary, but that is only because Tim—as his father—knows how to calm Jack down when he becomes agitated and has the physical strength and ability to restrain Jack as necessary.

48. On March 19, 2024, Disability Rights Maryland sent a letter to Shannon Thompson of Cascade again requesting a reasonable accommodation to allow Jack's designated van to be parked at his residence and outlining the Fair Housing law that requires such an accommodation. The letter included documentation from Jack's physician stating that parking the van at Jack's residence is necessary for his disability and safety.

49. Cascade responded with a letter stating that the dimensions of the van qualify it as a bus, and granting Jack a reasonable accommodation would require an amendment of Park Place's governing documents. Notably, Cascade emphasized that Park Place is “not a storage lot for the Arc buses.”

50. Cascade offered, in an attempt to compromise, to allow the van to be parked in the lot only between the hours of 6:00 a.m. and 6:00 p.m. This does not accommodate Jack's needs. That window of time does not align with Jack's staffs' shifts and because Jack is required to be with a staff member at all times, he would have to go with a staff member to pick up the van. This also disregards the need to have the van available overnight in the case of an emergency, or in the evening for family visits or social engagements as they arise.

51. In a final attempt to reach a resolution on this matter, Jack's guardian engaged below-signed counsel to write a letter to the Board and Cascade to explain why a reasonable accommodation was necessary under the law. Counsel sent this letter on April 16, 2024.

52. On April 26, 2024, Cascade responded asking for more time to retain a lawyer. Upon additional follow up from Counsel, Cascade had still not retained counsel on May 13, 2024, and instead, sent the Township's ordinance that does not apply to the facts of this matter.

53. At the time of Complaint, Jack's staff is putting their and Jack's safety at risk by driving Jack in their personal vehicles when necessary, but there is fear that a life-threatening situation could occur if, for example, Jack becomes agitated and attempts to grab the driver. Under the law, Jack's staff is not allowed to physically restrain Jack to prevent him from grabbing the wheel or grabbing their arms while they are driving.

D. The Park Place Board's Retaliation

54. In response to Jack's request for a reasonable accommodation, the Board mounted complaints against Jack for noise violations and the use of a lockbox outside of Jack's building for staff's use in February 2024.

55. Jack's guardian asked for the dates and times of the noise complaints so that she could review staff logs and determine the cause of the noise. The Board and Cascade refused to provide such information.

56. Jack's guardian explained to the Board and Cascade why the lockbox was necessary and requested permission to continue using the lockbox as a reasonable accommodation, but the Board and Cascade refused. This is despite the approved presence of a "Knox Box" outside of each building for emergency personnel.

57. The Board and Cascade informed the guardian that the dishwasher, washing machine, and dryer were not to be used during quiet hours—which they define as 10:00 p.m. to 9:00 a.m. Such a rule is not documented, and upon information and belief, no other occupants are being held to those same restrictions.

E. Harms Caused

58. The guardian has spent significant time, energy, and resources to identify the best living situation for her son, Jack, so that he may live in an integrated setting with as much independence and dignity as possible. She identified Park Place as the appropriate setting for Jack and bought the condominium in hopes that Jack could live out the remainder of his life in a comfortable home without relocation and change that tends to upset him.

59. By reason of the Defendants' unlawful practices as described above, Defendants have injured Jack by subjecting Jack to differential and less favorable terms and conditions of residence on account of his disability. Jack has suffered deprivation of his right to equal opportunity to use and enjoy his dwelling, the associated amenities, and in particular, the parking facilities.

60. The Defendants' unlawful actions have caused, and are continuing to cause, harm to Plaintiff The Arc by frustrating its mission to support people with intellectual and developmental disabilities in their individual pursuit of a fulfilling life and engagement of individuals in their communities. The Arc has made substantial efforts and expended considerable resources to ensure equal housing opportunities for people with disabilities like Jack. Defendants' discriminatory acts toward Jack on the basis of his disability have interfered with The Arc's goals. In addition, Defendants' discrimination against Jack has caused The Arc to divert scarce resources away from

its usual services and interfered with the rights of The Arc's clients to enjoy the benefits of living in an integrated community.

61. The Arc has suffered and will suffer substantial injuries from Defendants' refusal to accommodate Jack, including:

- a. The expenditure of the resources and time it required to negotiate for Jack in an effort to accommodate his needs;
- b. The expenditure of staff time and resources to commute to The Arc to pick up Jack's van then return to Jack's home to begin their shift instead of driving directly to Jack's home;
- c. Exposure to liability for endangering staff by requiring them to transport Jack in their personal vehicles;
- d. Unnecessary wear and tear on its vehicle; and
- e. Harm to its mission to transform lives through community-based residential programs for people with physical, cognitive and developmental disabilities, allowing them to live longer, healthier, happier lives.

62. The unlawful practices of the Defendants as described above were and are wanton, willful, malicious, fraudulent, or oppressive; were intended to cause injury to the Plaintiffs; or were done in conscious, callous, reckless, or deliberate disregard for the federally protected rights of Jack and The Arc.

63. There now exists an actual case or controversy between the parties regarding Defendants' duties under federal and state fair housing laws. Accordingly, Plaintiffs are entitled to declaratory relief.

64. Unless enjoined, the Defendants will continue to engage in the unlawful acts and the pattern or practice of discrimination described above. Plaintiffs have no adequate remedy at law. Accordingly, Plaintiffs are entitled to injunctive relief.

65. In addition, and in the alternative, Defendants negligently failed to hire, train, and supervise themselves, their employees, agents, and boards of directors regarding the requirements of state and federal fair housing laws.

66. By reason of Defendants' actions, Plaintiffs have suffered and will continue to suffer extreme hardship and actual and impending irreparable injury as depriving Jack and his staff use of the van puts them at risk of an accident and bodily harm.

CLAIMS

COUNT I

FAILURE TO ACCOMMODATE UNDER THE FAIR HOUSING ACT AMENDMENTS (42 U.S.C. § 3604)

67. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

68. Jack Feldman is "handicapped" as that term is defined under 42 U.S.C. § 3602 because he has physical, cognitive, and developmental disabilities that substantially limit one or more of his major life activities.

69. The Arc, as an organization that serves individuals with physical, cognitive and/or developmental disabilities, is "associated with" its clients within the meaning of 42 U.S.C. § 3604(f)(1)(C).

70. The clients of The Arc's residential programs are all "handicapped" as that term is defined under 42 U.S.C. § 3602 because they have physical, cognitive, and/or developmental disabilities that substantially limit one or more of their major life activities.

71. Defendants, by a pattern or practice of illegal discrimination, have violated the Fair Housing Act by discriminating against Jack, an individual with a disability, in the following ways:

- a. Refusal to provide reasonable accommodations when such accommodations are necessary to afford the Plaintiffs an equal opportunity to use and enjoy a dwelling in violation of 42 U.S.C. § 3604(f)(3)(B); and
- b. Discriminating in the terms, conditions, services, and privileges of tenancy at the Park Place, in violation of 42 U.S.C. § 3604(f)(2).

72. As a direct, proximate, and consequential result of Defendants' actions, Jack and The Arc have suffered and will continue to suffer injuries and damages, including loss of its fair housing rights, the fair housing rights of its clients, and other consequential damages.

COUNT II
INTERFERENCE WITH EXERCISE OF RIGHTS UNDER 42 U.S.C. § 3604
(42 U.S.C. § 3617)

73. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

74. Defendants retaliated against and harassed the Plaintiffs for Jack's attempt to enjoy his rights under 42 U.S.C. § 3604(f).

75. Plaintiff Jack Feldman engaged in protected activity under the statute by requesting a reasonable accommodation from Defendants through the owners of the condominium and through his guardian.

76. After Plaintiff exercised his rights under the Fair Housing Act and requested a reasonable accommodation, Defendants retaliated by making unfounded complaints about Jack's tenancy and enforcing arbitrary rules that were not enforced against other tenants—the violation of which could result in fines, or the infringement of other rights of Jack as a tenant.

COUNT III
HOUSING DISCRIMINATION UNDER THE MARYLAND FAIR HOUSING ACT
(Md. Code, State Gov't §20–705)

77. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

78. Because Defendants discriminated against Jack in the terms, conditions, or privileges of living in Park Place Condominiums because of Jack's disability by depriving Jack of the same access to a vehicle as his non-disabled neighbors, Defendants have violated Md. Code, State Gov't §20–705.

PRAYER FOR RELIEF

Plaintiffs have no adequate or speedy remedy at law for the conduct of defendant, and this action for injunctive relief is Plaintiffs' only means for securing relief.

THEREFORE, plaintiff requests that this court:

1. Issue a temporary restraining order and a preliminary injunction pursuant to Fed. R. Civ. P. 65, ordering Defendants and all those in active concert or participation with them to refrain immediately and pending the final hearing and determination of this action from taking action against or harassing Plaintiffs for parking the van at Park Place and placing a lockbox outside of the building for use by Jack's staff;
2. Issue a permanent injunction perpetually enjoining and restraining Defendants and all those in active concert or participation with them from taking action against or harassing Plaintiffs for parking the van at Park Place and placing a lockbox outside of the building for use by Jack's staff;
3. Award to Plaintiff Jack Feldman compensatory and punitive damages, as well as reasonable attorneys' fees;
4. Award Plaintiff The Arc reasonable attorneys' fees; and
5. Award Plaintiffs such other and further relief as this court may deem proper.

JURY DEMAND

Plaintiffs request a jury trial to determine liability and damages pursuant to Federal Rule of Civil Procedure 38.

Dated: June 27, 2024

Respectfully submitted,

/s/ Sharon Krevor-Weisbaum

Sharon Krevor-Weisbaum (Bar No. 04773)

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