

**IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA**

ASHLEY BUTLER and FAIR HOUSING
PARTNERSHIP OF GREATER PITTSBURGH,

Plaintiffs,

v.

SUNDO CAPITAL, LLC, MICHAEL SUNDO
and SLADACK HOLDINGS, LLP

Defendants.

Civil Action No.: 2:20-cv-1607

Verified Complaint

Electronically Filed

VERIFIED COMPLAINT

I. PRELIMINARY STATEMENT

1. Plaintiffs, Ashley Butler and Fair Housing Partnership of Greater Pittsburgh, bring this civil action to remedy the unlawful discrimination Ms. Butler experienced when renting from Defendants. Throughout the relevant times and events, Ms. Butler interacted with Michael Sundo, the agent and representative of Sundo Capital, LLC, which operated as the property manager and landlord for the property owner, Sladack Holdings, LLP.

2. Ms. Butler is a victim of domestic violence and stalking by her ex-husband. This action arises from Defendants' refusal to permit Ms. Butler to terminate her lease and relocate after Ms. Butler informed Defendants that repeated occurrences of intimate partner violence and stalking had caused her to fear for her life at her residence. Defendants refused to accommodate Ms. Butler in any way. Instead Defendants intimidated, verbally harassed and retaliated against Ms. Butler.

3. Defendants' conduct constituted unlawful discrimination in violation of the Fair Housing Act, 42 U.S.C. § 3601. Ms. Butler and the Fair Housing Partnership of Greater Pittsburgh notified Defendants of her rights under the Fair Housing Act, and, in response,

Defendants retaliated against Ms. Butler by suing her and misrepresenting non-payment of rent, late fees, and alleged damages upon Ms. Butler's vacation of the home.

4. Defendants' conduct, including misrepresenting the character and amount of rent alleged to be owed and damages to the dwelling alleged to have been caused by Ms. Butler, and failing to timely return Ms. Butler's security deposit or provide her with an itemized list of alleged damages for which the deposit was being withheld, also constituted violations of the Pennsylvania Unfair Trade Practice and Consumer Protection Law, the Pennsylvania Fair Credit Extension Uniformity Act and the Pennsylvania Landlord and Tenant Act.

5. Ms. Butler and the Fair Housing Partnership of Greater Pittsburgh bring this action pursuant to Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (hereafter "Fair Housing Act"), 42 U.S.C. §§ 3601 *et seq.* and its implementing regulations. Ms. Butler brings pendant state claims under the Pennsylvania Unfair Trade Practice and Consumer Protection Law, 73 P.S. § 201-1 *et seq.*, the Pennsylvania Fair Credit Extension Uniformity Act, 73 P.S. § 2270.1 *et seq.*, and the Pennsylvania Landlord and Tenant Act, 68 P.S. § 250.101 *et seq.* In addition to declaratory and injunctive relief to prevent similar discrimination by Defendants in the future, Plaintiffs seek monetary relief.

II. JURISDICTION AND VENUE

6. This court has original jurisdiction pursuant to 28 U.S.C. §§1331 and 1343 and 42 U.S.C. § 3613.

7. This court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

8. Declaratory relief is authorized by 28 U.S.C. §2201 and F.R.C.P. Rule 57.

9. Injunctive relief is authorized by 28 U.S.C. §2202 and F.R.C.P. Rule 65.

10. Venue is proper in the Western District of Pennsylvania under 28 U.S.C. §1391(b)(1) and (2).

III. PARTIES

11. Plaintiff Ashley Butler, an individual, is a victim of domestic violence and stalking. Ms. Butler is a citizen of the United States and resides in Allegheny County, Pennsylvania.

12. Plaintiff Fair Housing Partnership of Greater Pittsburgh (FHP) is a nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania with its principal place of business at 2840 Liberty Avenue, Suite #205, Pittsburgh, PA. FHP is a full-service fair housing enforcement organization that ensures equal housing choice through education, fair housing analysis, enforcement actions, outreach, and community organizing in western Pennsylvania. FHP engages in activities to identify barriers to fair housing in western Pennsylvania to counteract and to eliminate any such discriminatory practices. FHP also takes steps necessary to protect the right of individuals to housing choice. In support of its goals, FHP engages in a variety of educational, outreach, and community services throughout western Pennsylvania, and conducts tests for housing discrimination throughout that area. Many individuals bring complaints of housing discrimination to FHP. FHP counsels these individuals on the options available to them to obtain access to housing and refers them to appropriate government and community agencies for assistance. In addition, FHP advocates on behalf of individuals in administrative complaints.

13. Defendant Sladack Holdings, LLP, a Pennsylvania limited liability partnership, and/or Defendant Sundo Capital, LLC, a Pennsylvania limited liability company, is the legal owner of the dwelling at issue that was rented by Ms. Butler and her family. Defendant Sundo

Capital, LLC was the lessor of the dwelling. The principal place of business for both entities is 147 Buckingham Drive, Pittsburgh, Allegheny County, Pennsylvania 15237. At all times relevant hereto, Defendant Michael Sundo, acting as the authorized agent for the other Defendants, exercised responsibility for leasing and managing the dwelling. Defendant Michael Sundo is a principal or the sole principal of Sundo Capital, LLC and, it is believed, is also a principal or the sole principal of Sladack Holdings, LLP.

IV. LEGAL FRAMEWORK

A. The Fair Housing Act and Implementing Regulations

14. Congress passed the Fair Housing Act, as amended in 1988, “to provide, within constitutional limitations, for fair housing throughout the United States.” 42 U.S.C.A. § 3601.

15. It is “unlawful” under the Act “[t]o discriminate against any person in the terms, conditions, or privileges of... rental of a dwelling... because of... sex...” 42 U.S.C. § 3604(b).

16. A defendant may violate the Fair Housing Act through either intentional discrimination or through facially neutral conduct that has a disparate impact on the basis of one or more protected classifications, such as sex.

17. As interpreted by the U.S. Department of Housing and Urban Development and the courts, conduct, policies or practices that have the effect of discriminating against victims of domestic violence violate the Act. *See, e.g., Assessing Claims of Housing Discrimination against Victims of Domestic Violence under the Fair Housing Act (FHAct) and the Violence Against Women Act (VAWA)*, U.S. Department of Housing and Urban Development (Feb 9, 2011) and case law cited therein, available at <https://www.hud.gov/sites/documents/FHEODOMESTICVIOLGUIDENG.PDF> (last visited on 09/28/2020).

18. Violations of the Fair Housing Act may be redressed via civil action in the federal courts, and, in such a civil actions, if the court finds that a discriminatory housing practice has occurred, the court may award to the plaintiffs: actual and punitive damages, declaratory and injunctive relief, litigation costs and reasonable attorneys' fees. 42 U.S.C. § 3613.

B. The Unfair Trade Practice and Consumer Protection Law

19. The Pennsylvania Unfair Trade Practice and Consumer Protection Law (hereafter "UTPCPL") prohibits the use of any "unfair or deceptive acts or practices in the conduct of any trade or commerce" as defined by the Act. 73 P.S. § 201-3.

20. Any person who leases goods or services for personal, family or household purposes and suffers monetary loss as a result of any person using a "method, act or practice declared unlawful" under the Act may bring a private civil action. 73 P.S. § 201-9.2.

21. Unfair or deceptive acts or practices include any "fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 P.S. § 201-2(4)(xxi). "An act or a practice is deceptive or unfair if it has the 'capacity or tendency to deceive'. . . . Neither the intention to deceive nor actual deception must be proved; rather, it need only be shown that the acts and practices are capable of being interpreted in a misleading way." *Pennsylvania Dep't of Banking v. NCAS of Delaware, LLC*, 995 A.2d 422, 444 (Pa. Commw. Ct. 2010) (citing *Commonwealth v. Peoples Benefit Services, Inc.*, 923 A.2d 1230, 1236–37 (Pa. Commw. Ct. 2007)).

22. Deceptive conduct does not need to be repetitive to be actionable. *Wallace v. Pastore*, 1999 PA Super 297, 742 A.2d 1090, 1093 (1999).

23. The protections of the UTPCPL apply to the leasing of a residence. *Com., by Creamer v. Monumental Properties, Inc.*, 329 A.2d 812, 820 (Pa.S.C. 1974).

24. Among other things, a landlord violates the UTPCPL if the landlord knowingly misrepresents that a tenant caused damage to a property. 73 P.S. §§ 201-3 and 201-2(4)(xv); *Wallace v. Pastore*, 1999 PA Super 297, 742 A.2d 1090, 1092–93 (1999).

25. A residential tenant who suffers any ascertainable loss of money or property as a result of the use or employment of a method, act or practice declared unlawful by the UTPCPL, may bring a private action to recover actual damages or one hundred dollars (\$100), whichever is greater, and the court may, in its discretion, award up to three times the actual damages sustained and may provide such additional relief as it deems necessary or proper. The UTPCPL also authorizes the awarding of litigation costs and reasonable attorney fees. 73 P.S. § 201-9.2.

C. The Fair Credit Extension Uniformity Act

26. The Pennsylvania Fair Credit Extension Uniformity Act (“FCEUA”) prohibits creditors from, among other things, using “any false, deceptive or misleading representation or means in connection with the collection of any debt” or any “unfair or unconscionable means to collect or attempt to collect any debt.” 73 P.S. §§ 2270.4(b)(5) and (6).

27. This includes any “false representation of the character, amount or legal status of any debt” and “the collection of any amount, including any interest, fee charge or expense incidental to the principal obligation, unless such amount is expressly authorized by the agreement creating the debt or permitted by law.” *Ibid.*

28. The FCEUA applies to any alleged debt related to the leasing of a residence. 73 P.S. §§ 2270.3 (defining “debt,” “consumer” and “creditor”).

29. A violation of the FCEUA shall constitute a violation of the UTPCPL. 73 Pa. Stat. Ann. § 2270.5(a).

D. Landlord and Tenant Act

30. The Landlord and Tenant Act of 1951 requires a landlord to provide a tenant with a written list of damages for which the landlord claims the tenant is liable within thirty days of surrender and acceptance of the leasehold premises. 68 P.S. § 250.512(a).

31. If a landlord fails to deliver the written list of damages to a tenant within thirty days of the surrender of the leased premises, the landlord forfeits the right to retain the security deposit and sue the tenant for alleged damages to the leased premises. 68 P.S. § 250.512(b).

32. Further, if a landlord fails to timely return the security deposit or provide the itemized list of alleged damages, the landlord shall be liable to pay double the amount by which the security deposit exceeds any actual damages to the leasehold, with the burden of proof on the landlord to prove any actual damages caused by the tenant. 68 P.S. § 250.512(c).

33. In addition, residential landlords in Pennsylvania have a duty to mitigate their damages.

V. FACTUAL ALLEGATIONS

34. The factual allegations set forth above are incorporated herein by reference as though fully set forth.

35. Ms. Butler and her now-former-husband began renting a house owned by Defendants at 1055 Geyer Road, Pittsburgh, Allegheny County, Pennsylvania 15209 in July of 2018.

36. The rental agreement for the property lists both Ms. Butler and her ex-husband as lessees.

37. The rental agreement was executed by the parties on July 5, 2018.

38. The agreement provided that the lease would expire at noon on August 30, 2019.

39. The Butlers moved into the residence with their three children on or around July 8, 2018.

40. On the morning of September 10, 2018, Ms. Butler obtained a temporary Protection from Abuse Order (hereafter “PFA”) against her ex-husband.

41. Ms. Butler’s ex-husband was removed from the home that evening by the police in the servicing of the temporary PFA.

42. On September 24, 2018, the PFA against Ms. Butler’s ex-husband was finalized.

43. Within a few a days of this, Ms. Butler informed Defendant Michael Sundo of the abuse, the PFA, that the police had removed her ex-husband from the home, and that she was afraid for her safety in the home.

44. On September 30, 2018, Ms. Butler’s ex-husband was arrested for violating the PFA and was sentenced to jail for six months.

45. The PFA was extended for an additional two years.

46. On November 20, 2018, after serving two weeks of his sentence, Ms. Butler’s ex-husband was released on probation.

47. Shortly thereafter, Ms. Butler’s ex-husband was declared a *persona non grata* at Ms. Butler’s place of employment, the University of Pittsburgh, due to stalking, and was banned from all University properties.

48. At Ms. Butler’s 6 month employment review she was released from her place of employment because of her absences for repeated court dates mandated by her ex-husband’s actions..

49. Ms. Butler’s ex-husband’s probation ended in May of 2019, and he began to once again aggressively stalk Ms. Butler, including at her home.

50. These behaviors again placed Ms. Butler in a state of fear and anxiety about residing in the home.

51. In order to ensure her safety, Ms. Butler was forced to relocate with her children from the home to a shelter for victims of domestic violence.

52. Ms. Butler's ex-husband was seen stalking Ms. Butler at and around the shelter, which went on lock-down twice when the police informed the shelter of the ex-husband's stalking near the premises.

53. After disclosing the stalking to her new employer, who feared that her ex-husband may show up onsite, Ms. Butler was asked to leave her new place of employment, which she did.

54. In June of 2019, Ms. Butler permanently vacated the house owned by Defendants.

55. Because Ms. Butler was unable to return to the house due to the continued stalking by her ex-husband, she enlisted help from friends to remove her belongings and clean the house, which they did.

56. Ms. Butler surrendered possession of the house to Defendants on or about July 10, 2019, when she provided Mr. Sundo with the keys.

57. Ms. Butler left the home in good condition, although the urgent and unsafe circumstances forced her to leave behind her children's bunk beds, a sofa, and a number of possessions left in the basement.

58. One of Ms. Butler's friends who helped her move out of the home took pictures of the unit reflecting the good condition in which it was left.

59. Beginning in at least November of 2018, Ms. Butler was in ongoing discussion with Defendant Mr. Sundo about her ex-husband's continued stalking and violations of the PFA.

60. When Ms. Butler informed Mr. Sundo of her first job loss due to the stalking, she made him aware that she qualified for assistance from the Women's Center and Shelter of Greater Pittsburgh based on her status as a victim of domestic violence.

61. In these and subsequent discussions, Ms. Butler repeatedly informed Defendant Mr. Sundo that she feared for her life in her home and needed to move.

62. Mr. Sundo refused to allow Ms. Butler to terminate the lease early. The form lease utilized by Defendants prohibits early lease termination by tenants and states that the contract rent for the full term of the lease will be due and owing in the event of an early lease departure.

63. In discussions about this with Mr. Sundo, Ms. Butler felt humiliated, intimidated and harassed by Mr. Sundo's conduct and statements.

64. Mr. Sundo commented about the frequency of Ms. Butler's visits to court to address her ex-husband's abuse, which embarrassed Ms. Butler.

65. Mr. Sundo told Ms. Butler that she, alone, would be responsible for the full contract rent and that Defendants would no longer hold her ex-husband responsible.

66. Mr. Sundo threatened to bring court proceedings against Ms. Butler if she did not pay the contract rent in full.

67. Mr. Sundo threatened to impose and pursue late fees for every day of unpaid rent.

68. Mr. Sundo invoked his status as an attorney and told Ms. Butler that if he took her to court he would charge attorneys' fees for his time, even though, in fact, he would be representing himself as the real party in interest.

69. In response to these threats, Ms. Butler continued to rent the property, until her ex-husband's probation ended and he began to once again aggressively stalk her.

70. As she prepared to relocate her family from the Defendants' house and to a safe location in May and June of 2019, Ms. Butler turned to the Fair Housing Partnership of Greater Pittsburgh (FHP) for help.

71. On or around July 15, 2019, after Ms. Butler surrendered possession of the house to Defendants, FHP sent Defendants a certified letter on behalf of Ms. Butler, informing Defendants of Ms. Butler's rights under the Fair Housing Act.

72. In the letter, FHP provided a forwarding address for Ms. Butler, using its office address, in order to keep Ms. Butler's location secret from her ex-husband.

73. In the letter, FHP gave notice to Defendants that any communication with Ms. Butler needed to go through FHP's office.

74. The letter was successfully delivered according to the United States Postal Service's certified mail records.

75. Defendants did not respond to FHP's letter.

76. On August 13, 2019, Defendants filed a Landlord-Tenant complaint against Ms. Butler in the Magisterial District Court.

77. In doing so, Defendants accelerated all rent for the full term of the lease and falsely alleged that Ms. Butler had significantly damaged the unit.

78. Ms. Butler was never notified of this complaint by mail, as she had moved and Defendants had not mailed a copy of the complaint to FHP. She only learned of the complaint after a neighbor saw a notice of court posted to the door of her rental unit and sent her a photo of this document.

79. In response, Ms. Butler and FHP initiated an administrative fair housing complaint.

80. Defendants retaliated against Ms. Butler, by adding new false claims in the eviction proceeding, including claims for alleged non-payment of rent for September and October, 2019, after the end date of the lease.

81. In the new eviction complaint, Defendants further misrepresented that Ms. Butler had damaged the premises, falsely alleging that Ms. Butler caused defects to the unit, such as a broken central air conditioner.

82. In fact, Ms. Butler had informed Defendants during her tenancy of certain defects in need of repair in the home, including the broken air conditioner. Defendants had failed to make the necessary repairs.

83. In the new eviction complaint, Defendants falsely claimed additional costs for repairs, misrepresenting damages to the dwelling alleged to have been caused by Ms. Butler, including to the refrigerator, floors, walls and landscaping.

84. Defendants never attempted to re-rent the home after Ms. Butler surrendered possession of the home.

85. In fact, Defendants proceeded to list the house for sale, advertising the unit as completely updated, with an updated kitchen, including new appliances, bathrooms, floors, and a new furnace and central air conditioner.

86. Defendants kept Ms. Butler's security deposit.

87. Defendants did not contact Ms. Butler or FHP within thirty days of her surrender of the property with a list of damages for which the security deposit was being withheld.

88. Defendant Michael Sundo has charged and attempted to collect attorneys' fees for the time that he has spent pursuing the attempted eviction.

89. Defendants' refusal to permit Ms. Butler to terminate her lease under the circumstances of this case, Defendants' policy of refusing early lease terminations and of accelerating all contract rents in such cases, as expressed in their form leases, and Defendants' intimidating and retaliatory conduct toward Ms. Butler, after she notified them of her need to relocate and attempted to assert her rights under the Fair Housing Act, all had the effect of discriminating against Ms. Butler on the basis of sex.

90. The vast majority of victims of domestic violence, including victims of intimate partner violence, are women.

91. As reported by the U.S. Department of Justice's Bureau of Justice Statistics, approximately 85% of victims of intimate partner violence nationwide are women. *See* U.S. Department of Justice' Bureau of Justice Statistics Crime Data Brief, *Intimate Partner Violence, 1993-2001*, page 1 (February 2003), available at <https://www.bjs.gov/content/pub/pdf/ipv01.pdf> (last visited on September 28, 2020).

92. As reported by the Centers for Disease Control and Prevention's Division of Violence Prevention, women are approximately 4.5 times more likely than men to be stalked by an intimate partner. *See* Center for Disease Control and Prevention, National Center for Injury Prevention and Control, *The National Intimate Partner and Sexual Violence Survey, 2015 Data Brief*, page 5 (2018), available at <https://www.cdc.gov/violenceprevention/pdf/2015data-brief508.pdf> (last visited September 28, 2020) .

93. As reported by the U.S. Department of Justice, women living in rental housing experience intimate partner violence at particularly high rates, more than three times the rate of women who own their homes. Callie Marie Rennison & Sarah Welchans, U.S. Dep't of Justice,

NCJ 178247, *Intimate Partner Violence*, page 5 (2000), available at

<https://www.bjs.gov/content/pub/pdf/ipv.pdf> (last visited on September 28, 2020).

94. As reported by the American Journal of Preventative Medicine, the average financial costs of domestic violence over a victim's lifetime, nationwide, is \$103,767 for women and \$23,414 for men. Peterson, C., et al., *Lifetime Economic Burden of Intimate Partner Violence Among U.S. Adults*, 55(4) American Journal of Preventative Medicine, pp. 433-444 (2108), available at <https://pubmed.ncbi.nlm.nih.gov/30166082/> (last visited on September 28, 2020).

95. Penalizing domestic violence victims by not permitting early lease termination can have severe economic consequences for victims. See, e.g., Bent, Adam, *Tenant-Victims, Abusers, and No Way to Escape: The Need for an Amendment to the Florida Residential Landlord and Tenant Act*, 25 Wm. & Mary J. Race, Gender & Soc. Just. 607, 613–614 (2019), available at <https://scholarship.law.wm.edu/cgi/viewcontent.cgi?article=1504&context=wmjowl> (last visited on September 28, 2020).

96. It also can jeopardize their ability to make life-saving decisions. Johnson, Margaret, *A Home with Dignity: Domestic Violence and Property Rights*, 2014 B.Y.U. L. Rev. 1, 8, 35 (2014), available at https://scholarworks.law.ubalt.edu/cgi/viewcontent.cgi?article=1339&context=all_fac (last visited on September 28, 2020).

97. Refusing early lease termination in cases involving domestic violence has an inherent disparate impact on female tenants.

98. Any legitimate business purposes served by refusing early lease termination, or by accelerating all contract rent in the event of early lease termination, could be achieved through

less discriminatory means that do not result in disproportionate penalties, like compromised physical safety, severe economic hardship, and other harms against women.

99. The Fair Housing Partnership of Greater Pittsburgh has an organizational interest in protecting its constituency from the sort of conduct, policies and practices that Defendants employed against Ms. Butler.

100. Working with and on behalf of Ms. Butler to attempt to redress Defendants' actions/omission has diverted FHP's resources, and Defendants' policies/practices and course of conduct have frustrated FHP's mission.

VI. CAUSES OF ACTION

101. All previous paragraphs are incorporated as though fully set forth herein.

A. Violation of the Fair Housing Act, 42 U.S.C. §§ 3604, 3617, 3613 and Regulations Implementing the Act.

102. Defendants, by their conduct, policies and practices, as described herein, have committed unlawful discrimination on the basis of sex in violation of the rights of the Plaintiffs under the Fair Housing Act and implementing regulations.

B. Violation of the Pennsylvania Unfair Trade Practice and Consumer Protection Law, 73 P.S. §§ 201-3, 201-9.2.

103. Defendants, by their conduct, policies and practices, as described herein, have committed unfair or deceptive acts or practices in violation of Ms. Butler's rights under the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

C. Violation of the Pennsylvania Fair Credit Extension Uniformity Act, 73 P.S. §§ 2270.4, 2270.5 et seq.

104. Defendants, by their conduct, policies and practices, as described herein, have committed unfair or deceptive debt collection acts or practices in violation of Ms. Butler's rights under the Pennsylvania Fair Credit Extension Uniformity Act.

D. Violation of the Pennsylvania Landlord and Tenant Act, 68 P.S. § 250.512.

105. Defendants, by their conduct, policies and practices, as described herein, have violated Section 250.512 of the Pennsylvania Landlord and Tenant Act.

WHEREFORE, Plaintiffs respectfully request that this Court:

- a) Assume jurisdiction over this case;
- b) Enter a judgment pursuant to 28 U.S.C. § 2201 that declares Defendants' conduct, policies and practices as set forth herein have violated Plaintiffs' rights under the Fair Housing Act;
- c) Enter an injunction enjoining Defendants from discriminating against potential and current tenants in a similar fashion;
- d) Enter a judgment pursuant to 28 U.S.C. § 2201 that declares Defendants' conduct, policies and practices as set forth herein have violated Plaintiff Butler's rights under the Pennsylvania Unfair Trade Practice and Consumer Protection Law, Fair Credit Extension Uniformity Act, and Landlord and Tenant Act;
- e) Award Plaintiffs monetary relief as authorized by law and established at trial, including compensatory and punitive damages;
- f) Award Plaintiffs their litigation costs and reasonable counsel fees; and
- g) Grant Plaintiffs such further relief as the interests of justice may require and this court deems appropriate.

Respectfully submitted,

/s/ Kevin Quisenberry
Kevin Quisenberry, Esq.
Pa. I.D. #90499
kquisenberry@cjplaw.org

Date: October 23, 2020

/s/ Jacqueline Perlow

Jacqueline Perlow, Esq.
Pa. I.D. #321594
jperlow@cjplaw.org

Community Justice Project
100 Fifth Ave. Suite 900
Pittsburgh, PA 15222
(412) 434-6002

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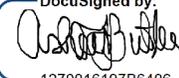
Civil Action No.: 2:20-cv-1607

Verified Complaint

Electronically Filed

VERIFICATION

To my knowledge and belief, I verify under penalty of perjury that the foregoing facts set out in the Verified Complaint are true and correct.

DocuSigned by:

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Date: 10/15/2020

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DocuSigned by:

Megan Conter-Hammond

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Megan Conter-Hammond

Executive Director

Fair Housing Partnership of Greater Pittsburgh

Date: 10/15/2020