

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, INC.,

Plaintiff,

-against-

CW REALTY GROUP, LLC; WITHERS  
TOWER LLC; NY BUILDING ASSOCIATES  
INC.; NARESH MAHANGU; 251 FRONT  
LLC; KAO HWA LEE ARCHITECTS, P.C.;  
KENT HOUSE OWNER LLC; 187 KENT LLC;  
DIEGO AGUILERA ARCHITECTS P.C.; and  
1499 BEDFORD LLC,

Defendants.

No. 25 Civ. 978

**COMPLAINT AND JURY  
DEMAND**

Plaintiff Fair Housing Justice Center, Inc. (“FHJC”), by and through its attorneys Kaufman Lieb Lebowitz & Frick and Emery Celli Brinckerhoff Abady Ward & Maazel, alleges as follows:

**INTRODUCTION**

1. Defendant CW Realty recently developed four new rental buildings in the heart of Brooklyn: the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Avenue.

2. The Vertex is an 8-story, 69-unit building located in Williamsburg, Brooklyn. The building boasts “a variety of well-designed floor plans” and multiple amenities that provide “a sense of opulence and comfort.”

3. The Kent House is a 7-story, 96-unit building also located in Williamsburg and advertises “thoughtful layouts” for its tenants.

4. Casa Dumbo—which considers itself “a portrait of contemporary comfort”—is a 5-story, 58-unit building located in the DUMBO neighborhood of Brooklyn.

5. Finally, 1499 Bedford Avenue (“1499 Bedford Ave”) is a 10-story, 98-unit building that claims to offer “thoughtfully designed units to cater to your lifestyle.” The building is located in Crown Heights, Brooklyn and spans nearly a full city block.

6. The marketing materials for all four buildings convey the same sentiment: that there is an apartment suitable for every person’s needs.

7. Unfortunately, that is far from the truth. Testing by the FHJC revealed that all four buildings are inaccessible to people with physical disabilities.

8. Federal, state, and city fair housing laws have long mandated that housing must be accessible to people with physical disabilities. However, Defendants willfully disregarded their legal obligations to design and construct buildings with accessibility features that ensured safe and habitable apartment units for physically disabled individuals.

## **PARTIES**

### **Plaintiff Fair Housing Justice Center**

9. Plaintiff the FHJC is a non-profit organization dedicated to ensuring that all people have equal access to housing opportunities in the New York City metropolitan region by eliminating housing discrimination and creating open, accessible, and inclusive communities. The FHJC’s office is located in the Eastern District of New York in Queens, New York.

10. Among other things, the FHJC: (a) provides information to the public and other non-profit organizations in the New York City area about fair housing laws and the

services it provides; (b) provides intake counseling to individuals and organizations who have made allegations of housing discrimination; (c) operates a fund to assist people with disabilities in retrofitting their homes with necessary accessibility modifications; (d) conducts testing and other investigations of allegations of housing discrimination; (e) makes legal referrals to cooperating attorneys; and (f) provides post-referral litigation support services. The FHJC provides these services free of charge and without regard to income.

11. The FHJC also conducts testing investigations for government law enforcement agencies, provides technical assistance to non-profit organizations engaging in fair housing enforcement activities, and engages in policy initiatives that further the FHJC's mission, including the publication and dissemination of reports and educational materials.

12. Since 2016 the FHJC has operated the Adele Friedman Housing Accessibility Fund (the "Fund") for the purpose of providing financial assistance to persons with physical disabilities within the FHJC's service area who need reasonable modifications made to their existing housing to make it accessible. FHJC staff works with the individual requesting the modification from initial intake to completion of the modification, including drafting and negotiating modification requests with landlords, management companies, and co-op and condominium boards. Through the Fund, the FHJC recruits and compensates architects to evaluate a person's dwelling, propose necessary modifications, and provide a written proposal for the proposed modifications for a landlord or condo/co-op board. The Fund pays for those modifications where a landlord or condo/co-op board is not required by law to pay for them and the resident is

moderate- or low-income. FHJC staff works with architects, contractors and the housing provider to ensure modifications are made in a safe and effective manner.

13. In its twenty years of operation in New York City, the FHJC continues to find that the accessibility requirements of federal, state, and local fair housing laws regarding reasonable accommodations and modifications and new construction are not fully complied with by developers, landlords, architects and engineers like the Defendants. This lack of compliance has created thousands of inaccessible multi-family dwelling units in the New York City housing market, including those designed and constructed by Defendants.

14. Even though developers and architects have been required to build multi-family dwellings with certain accessible features since 1991, the inaccessible housing stock created in New York City continues to serve as a barrier to potential and current residents with disabilities. For example, individuals living in multi-family buildings built without accessible features before 1991 are less likely to be able to move to newly constructed dwellings because those units too are inaccessible. As a result, people with disabilities have a greater need for modifications to the buildings in which they currently live, instead of being able to move to newly constructed accessible housing. In short, the supply of accessible dwellings has not increased as intended by federal, state, and local disability rights laws.

15. These ongoing and continuing failures to comply with laws intended to create open, inclusive, and accessible communities consistent with FHJC's mission injure and impair the FHJC's core activities and its ability to accomplish its mission and thus injure the FHJC itself.

16. For example, when developers, architects, and others such as Defendants design and construct inaccessible housing that cannot be retrofitted post-construction to comply with the law, the supply of accessible and adaptable housing is reduced within the FHJC's service area.

17. To address this ongoing accessibility crisis, the FHJC has employed staff since its inception in 2005 to assist residents within its service area to make reasonable accommodation and modification requests to their landlords, condo and cooperative boards, and/or in other multi-family housing to make their housing more accessible on a case-by-case basis, even though fair housing laws require new housing construction to meet certain minimum accessibility criteria—precisely to avoid the need to modify buildings and units one at a time. FHJC staff review each individual's eligibility for reasonable accommodations and/or modifications through an intake counseling process; advise individuals about how to obtain medical support, if needed, for their requests; assist in drafting and making requests; and oversee the implementation of any approved requests, including inspecting retrofits after work is completed to ensure the resident's needs are met, and, where required, coordinate the removal of modifications after a resident moves out of a rental unit.

18. Since many residents within FHJC's service area are not aware of their right to seek modifications in multi-family buildings or of FHJC's services, FHJC staff conducts outreach to and builds ongoing partnerships with nonprofit organizations with clients with disabilities to inform them of their rights and of the ways the FHJC can assist them, including by helping them secure necessary modifications to their inaccessible dwellings.

19. The FHJC also provides periodic training for architects and developers on accessibility requirements for new construction, even though these standards were first adopted by Congress in 1989, more than 35 years ago.

20. FHJC staff creates and disseminates consumer fact sheets and other information on its website and through social media. FHJC staff also make in-person and virtual presentations to educate the public and social service organizations that serve people with disabilities about accessibility requirements for new construction.

21. If developers, architects, and engineers, including Defendants, complied with the accessibility requirements of federal, state, and local fair housing, the need for these services would be reduced and FHJC's ability to accomplish its mission of creating accessible communities would not be thwarted. In other words, Defendants would not cause the FHJC any injury if they followed the law.

22. The FHJC employs individuals as "testers," who are persons posing as renters or homebuyers without an intent to rent or buy for the purpose of obtaining information about the conduct of landlords, real estate agents, rental management companies, housing developers, agents, and others to determine whether illegal housing discrimination is taking place. For example, FHJC sends testers to newly constructed multi-family residential buildings to inquire about the availability of housing for rent for themselves or family members.

23. The FHJC has expended staff time and other resources to counter and remove Defendants' illegal conduct. The FHJC expects to incur future economic costs in the form of staff time and other resources to ensure that Defendants do not continue to violate fair housing laws and to repair harm caused by Defendants to the community that the FHJC serves.

## **Defendants**

24. Defendant CW Realty Group, LLC (“CW Realty”) is a limited liability company incorporated in New York registered with the New York Department of State at the address 320 Roebling Street, Suite 304, Brooklyn, New York 11211. CW Realty’s managing member is Cheskie Weisz. CW Realty developed and was responsible for the design and construction of the residential dwelling units and common areas in the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford.

25. Defendant Withers Tower LLC (“Withers”) is a limited liability company incorporated in New York with its principal office located at 320 Roebling Street, Suite 304, Brooklyn, New York 11211. Defendant Withers has a long-term leasehold interest in 280 Meeker Avenue, Brooklyn, New York 11211 and controls the site, including the design and construction of the Vertex apartment building located at that address. Upon information and belief, Cheskie Weisz is the managing member of Withers Tower LLC.

26. Defendant NY Building Associates Inc. (“NYBA”) is a corporation incorporated in Queens County, New York. Defendant NYBA’s principal office is located at 124-15 Metropolitan Avenue, Queens, New York. Upon information and belief, NYBA is the architectural and engineering firm that designed and constructed the multi-family residential dwelling units and common areas at the Vertex.

27. Defendant Naresh Mahangu is a professional engineer licensed in the State of New York. At all times relevant to this action, he was employed by Defendant NYBA. Defendant Mahangu was the architect of record for the Vertex.

28. Defendant 251 Front LLC is a limited liability corporation incorporated in New York and registered with the New York Department of State at the address 320 Roebling Street, Suite 304, Brooklyn, New York 11211. 251 Front LLC owns Casa Dumbo

at 68 Gold Street, Brooklyn, NY 11201. Upon information and belief, Cheskie Weisz is the managing member of 251 Front LLC.

29. Defendant Kao Hwa Lee Architects, P.C. (“Lee P.C.”) is a professional service corporation incorporated in New York with its principal office located at 670 Myrtle Avenue, # 257, Brooklyn, New York. Upon information and belief, Defendant Lee is the architectural and engineering firm that designed and constructed the multi-family residential dwelling units and common areas at Casa Dumbo and 1499 Bedford Ave.

30. Defendant Kent House Owner LLC is a limited liability corporation incorporated in New York and registered with the New York Department of State at the address 320 Roebling Street, Suite 304, Brooklyn, New York 11211. Kent House Owner LLC owns the property at 187 Kent Avenue, Brooklyn, New York 11249, including the Kent House constructed at that site. Upon information and belief, Cheskie Weisz is the managing member of Kent House Owner LLC.

31. Defendant 187 Kent LLC is a limited liability corporation incorporated in New York and registered with the New York Department of State at the address 320 Roebling Street, Suite 304, Brooklyn, New York 11211. Defendant 187 Kent LLC has a long-term leasehold interest in 187 Kent Avenue, Brooklyn, New York 11249 and controls the site. Upon information and belief, Cheskie Weisz is the managing member of 187 Kent LLC.

32. Defendant Diego Aguilera Architects P.C. (“Aguilera”) is a professional service corporation incorporated in New York. Defendant Aguilera’s principal office is located at 97-40 62nd Drive, Rego Park, New York. Upon information and belief, Defendant Aguilera is the architectural and engineering firm that designed and



constructed the multi-family residential dwelling units and common areas at the Kent House.

33. Defendant 1499 Bedford LLC is a limited liability corporation incorporated in New York and registered with the New York Department of State at the address 180 Sylvan Avenue, 2nd Floor, Englewood Cliffs, NJ 07632. It was previously registered with the address 320 Roebling Street, Suite 304, Brooklyn, New York 11211. 1499 Bedford LLC owns the multifamily dwelling at 1499 Bedford Avenue, Brooklyn, NY 11216. Upon information and belief, Cheskie Weisz is the managing member of 1499 Bedford LLC.

34. CW Realty lists the Vertex, the Kent House, and 1499 Bedford on its website as CW Realty “projects.”

### **JURISDICTION AND VENUE**

35. The jurisdiction of this Court is predicated upon 28 U.S.C. §§ 1331 and 1343(a)(4), 28 U.S.C. § 2201, and 42 U.S.C. § 3613. This Court has supplemental jurisdiction over the New York State and New York City causes of action pursuant to 28 U.S.C. § 1367(a).

36. The acts complained of occurred in the Eastern District of New York, and venue in this Court is proper under 28 U.S.C. § 1391(b)(2) because all of the properties at issue in this case are located in this District.

### **JURY DEMAND**

37. Plaintiff demands a trial by jury in this action.

### **STATUTORY AND REGULATORY FRAMEWORK**

38. In 1988, Congress enacted the Fair Housing Act Amendments’ (“FHAA”) design and construction accessibility requirements as part of comprehensive amendments to the Fair Housing Act to prohibit discrimination on the basis of

disability. The legislative history of the FHAA reflects Congressional findings that steps and thresholds at building or unit entrances send the same signal to persons using a wheelchair as a posted sign saying: “No Disabled People Allowed.”

39. Poorly designed and constructed buildings often exclude people with physical disabilities, including those who use wheelchairs. In considering the 1988 amendments, Congress stressed that enforcement of civil rights laws is necessary to protect people with disabilities from the “devastating” impact of housing discrimination, including “architectural barriers” erected by architects, developers, and builders who fail to design and construct dwellings and common use areas at those dwellings to be accessible to and adaptable by people with physical disabilities. H.R. Rep. No. 100-711, at 25 (1988), reprinted in 1988 U.S.C.A.A.N. 2173, 2186; 134 Cong. Rec. S10454, 10463 (Aug. 1, 1998).

40. The FHAA mandates that multi-family residential buildings containing four or more units and built for first occupancy after March 13, 1991 (“covered multi-family dwellings”) meet certain design and construction requirements. Covered multi-family dwellings must provide, among other things:

- a. Public-use and common-use areas that are readily accessible to, and usable by, people with mobility impairments;
- b. Doors designed to allow passage into all premises within such dwellings that are sufficiently wide to allow passage by people in wheelchairs;
- c. An accessible route into and through the dwellings;
- d. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;

- e. Reinforcements in bathroom walls that allow for the later installation of grab bars; and
- f. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

41. Pursuant to Congressional authority, the United States Department of Housing and Urban Development (“HUD”) promulgated the final FHAA design and construction regulations in January 1989. 24 C.F.R. § 100.205. HUD published the final Fair Housing Accessibility Guidelines on March 6, 1991, 56 Fed. Reg. 9472 (“FHAAG”), which incorporates the requirements of the American National Standards Institute for buildings and facilities providing accessibility and usability for people with physical disabilities, A117-1-1986 (“ANSI”); HUD also published the Fair Housing Act Design Manual in August 1996, which was revised in August 1998, and the Accessibility Requirements for Covered Multifamily Dwellings under the Fair Housing Act in April 2013.

42. The New York State Human Rights Law also prohibits the failure to design and construct covered multi-family dwellings in an accessible manner. N.Y. Exec. Law § 296(5), (18).

43. The New York City Human Rights Law prohibits discriminating in the rental of, or otherwise denying or withholding, a housing accommodation to a renter because of a disability. NYC Admin. Code § 8-107(5); *see id.* § 27-292.8 (containing the accessibility requirements under the New York City Building Code).

44. The New York City Department of Housing Preservation and Development (“HPD”) provides assistance to new developments through a variety of programs. Developments that receive HPD assistance are required to set aside a certain number of

units as “affordable” and to be rent-stabilized in exchange for being exempt from certain property taxes. Specifically, those developments that receive HPD assistance are required to design and construct five percent of units accessible for people with mobility impairments and two percent of units accessible for people with vision or hearing impairments, and those units must meet heightened accessibility standards set by Section 504 of the Rehabilitation Act, 29 U.S.C. § 794. *See* HPD Design Guidelines for New Construction, v2.01.<sup>1</sup>

45. Upon information and belief, the Vertex, the Kent House, and Casa Dumbo participate in one or more HPD-facilitated housing programs requiring the developments to set aside certain units to be deemed “affordable” and rent-controlled and subjecting the buildings to heightened accessibility requirements.

#### **FACTUAL ALLEGATIONS**

#### **CW Realty Develops Multiple Inaccessible Buildings in Brooklyn**

##### ***The Vertex***

46. The Vertex is an 8-story, 69-unit building located at 280 Meeker Avenue in Brooklyn.

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<sup>1</sup> Available at: <https://www.nyc.gov/assets/hpd/downloads/pdfs/services/hpd-design-guidelines-for-new-construction.pdf>.



*Figure 1: Rendering of the Vertex from CW Realty's website*

47. Withers has a long-term leasehold interest in the property site on which the Vertex was built and controlled the design and construction of the apartment building.

48. CW Realty developed the Vertex.

49. CW Realty's website lists the Vertex as one of its projects, under the label "280 Meeker Avenue."

50. NYBA was the architectural firm company responsible for designing and planning the building. Naresh Mahangu is the architect of record.

51. The Vertex opened for occupancy in 2023.

52. The Vertex receives a 421-a tax abatement, requiring that it set aside a certain number of units as "affordable" and to be rent-stabilized in exchange for being exempt from certain property taxes.

53. Upon information and belief, the Vertex receives assistance and/or benefits from HPD in connection with its creation of "affordable" rent-stabilized units. Accordingly, five percent of its units must be constructed to be accessible for people with

mobility impairments, and two percent of its units must be constructed to be accessible for people with vision or hearing impairments.

54. The Vertex is a covered dwelling as defined under the Fair Housing Act and a housing accommodation as defined by the New York State and New York City Human Rights Laws.

55. The Vertex contains studio and 1-, 2-, and 3-bedroom apartments, some of which have private balconies.

56. The Vertex also has indoor common area amenities that include a co-working space, lounge, fitness center, game room, and communal laundry room.

57. Outdoor amenities at the Vertex include a furnished rooftop and a parking garage.

58. On July 21, 2023, the FHJC sent two FHJC testers to the Vertex. Posing as husband and wife, the two testers inquired about available 1- and 2-bedroom apartments on behalf of a relative with disabilities who used a wheelchair.

59. The two testers were trained and employed by the FHJC.

60. The two testers met with an agent named Daniel Chiofolo who worked with a realty company called Rentopia.

61. Chiofolo showed the testers the building's common areas and two units: Apartment 310 and Apartment 402.

62. Apartment 310 was described as the "model unit" for the building's 2-bedroom/1-bathroom layout.

63. The testers observed the following during their visit to the Vertex:

- a. The threshold from the garage to the lobby was too high without being beveled.

- b. The threshold from the building's interior to the roof deck was too high without being beveled.
- c. There was a section of artificial grass (which wheelchairs cannot traverse) on the roof deck that needed to be crossed to access the shared grill area.
- d. The roof deck's concrete surface and the artificial grass contained a vertical level change.
- e. The garbage chute inside of the trash room had a T-bar handle that required twisting and excessive force to open.
- f. The doorways to both bedrooms inside the model unit were narrower than the required minimum width for an accessible doorway.
- g. The doorway to the bathroom inside of Apartment 402 was narrower than the required minimum width for an accessible doorway.
- h. The temperature controls in Apartment 402 were higher than the maximum accessible height.

64. When the testers asked Chiofolo if the residential units' bathroom walls were reinforced to allow for installation of grab bars, as required by law, he said he did not know even though such reinforcement is required.

65. Chiofolo further stated that the bathrooms were just "tiling all around" and informed the testers that they would likely need to hire their own contractor for installation of the grab bars. Chiofolo's statement on behalf of Defendant CW Realty was discriminatory since tenants are not required to bear the cost of installing bathroom grab bars under New York City Human Rights Law.

66. The FHJC's testers' observations and conversation with the Vertex's agent demonstrate that CW Realty discriminates in the rental of dwellings and housing

accommodations as it was offering for rent units that do not comply with the accessibility requirements of federal, state and local fair housing laws.

***The Kent House***

67. The Kent House is a 7-story, 96-unit building located at 187 Kent Avenue in Brooklyn.



*Figure 2: Rendering of the Kent House from CW Realty’s website*

- 68. CW Realty developed the Kent House.
- 69. CW Realty’s website lists the Kent House as one of its projects, under the label “187 Kent Ave.”
- 70. Diego Aguilera Architects P.C. was responsible for the design and architecture of the building.
- 71. The Kent House is owned by 187 Kent LLC, an LLC whose principal is, upon information and belief, Cheskie Weisz.
- 72. The Kent House opened for occupancy in 2020.
- 73. The Kent House receives a 421-a tax abatement.
- 74. Upon information and belief, the Kent House receives assistance and/or benefits from HPD in connection with its creation of “affordable” rent-stabilized units.



Accordingly, five percent of its units must be constructed to be accessible for people with mobility impairments, and two percent of its units must be constructed to be accessible for people with vision or hearing impairments.

75. The Kent House is a covered dwelling as defined by the Fair Housing Act and a housing accommodation as defined by the New York State and New York City Human Rights Laws

76. The building offers studio, 1-,2-, and 3-bedroom apartments, some of which have a terrace or a balcony.

77. The indoor amenities at the Kent House include a co-working space, fitness center, communal laundry room, lounge, and game room.

78. The outdoor amenities include a parking garage, bike storage room, and a shared rooftop.

79. On February 8, 2024, the FHJC sent two FHJC testers to the Kent House posing as a father and daughter inquiring about an available 1-bedroom unit on behalf of a relative with disabilities who uses a wheelchair.

80. Both testers were trained and employed by the FHJC.

81. The testers met with a licensed real estate agent named Ori Cohen from Rentopia.

82. During their visit, the testers toured Apartment 503 and were shown the common areas

83. The testers observed the following during their visit to the Kent House:

- a. The garbage chute inside the trash room had a T-shaped latch that required twisting and excessive force to open.

- b. The keyhole on the topmost mailbox exceeded the accessibility height limit.
- c. The threshold to the communal outdoor lounge was too high without being beveled.
- d. The door to the communal outdoor lounge was a sliding door that was narrower than the required minimum width for an accessible doorway.
- e. The bathroom door of the residential unit they saw was narrower than the required minimum width for an accessible doorway.
- f. The balcony of the residential unit had a threshold that was too high without being beveled.
- g. The light switches within the residential unit exceeded the maximum accessible height.
- h. The climate control systems in the living room and bedroom of the residential unit exceeded the maximum accessible height.
- i. The entryway to the unit's kitchen was narrower than the required minimum accessible width.

84. When the testers inquired about installing a grab bar in the bathroom, Cohen stated that he did not know if the bathroom walls at the Kent House were reinforced and that the cost of installation of grab bars would be the tenant's responsibility.

85. Cohen's statement on behalf of Defendant CW Realty was discriminatory since tenants are not required to bear the cost of installing bathroom grab bars under New York City Human Rights Law.

86. On its website, the Kent House provides [eight floorplans](#). Despite FHJC’s findings showing that the Kent House is not accessible to people with mobility impairments, each of the eight floorplans depicts a person in a wheelchair using the apartment, suggesting to the public that the building is accessible for people who use wheelchairs, even though it is not.



Figure 3: Example of floorplan on Kent House website

87. The FHJC’s testers’ observations and conversation with the Kent House’s agent demonstrate that CW Realty discriminates in the rental of dwellings and housing

accommodations as it was offering for rent units that do not comply with the accessibility requirements of federal, state and local fair housing laws.

***Casa Dumbo***

88. Casa Dumbo is a 5-story, 58-unit building located at 68 Gold Street in Brooklyn.



*Figure 4: Photo of Casa Dumbo from StreetEasy.com*

89. CW Realty developed Casa Dumbo.

90. Kao Hwa Lee Architects was responsible for the design and architecture of the building.

91. The building is owned by 251 Front LLC, a limited liability company whose principal is, upon information and belief, Cheskie Weisz.

92. Casa Dumbo opened for occupancy in 2022.

93. Casa Dumbo receives a 421-a tax abatement, requiring that it set aside a certain number of units as “affordable” and to be rent-stabilized in exchange for being exempt from certain property taxes.

94. Upon information and belief, the Kent House receives assistance and/or benefits from HPD in connection with its creation of “affordable” rent-stabilized units. Accordingly, five percent of its units must be constructed to be accessible for people with mobility impairments, and two percent of its units must be constructed to be accessible for people with vision or hearing impairments.

95. The building consists of 1-, 2-, and 3- bedroom units, some of which contain terraces.

96. Casa Dumbo is a covered dwelling as defined by the Fair Housing Act.

97. Amenities for building residents include a fitness center, communal lounge, rooftop deck and garden, and a parking garage.

98. On December 6, 2023, the FHJC sent two testers to Casa Dumbo. The testers posed as husband and wife and inquired about available 1- and 2-bedroom apartments for a relative with a disability who used a wheelchair.

99. Both testers were trained and employed by the FHJC.

100. The testers met with a licensed real estate agent from Nooklyn realty firm named Tiffinie Kish.

101. The testers visited the building’s common areas and two different apartments, 3J and 3K.

102. The testers observed the following during their visit to Casa Dumbo:

- a. The garbage chute inside the trash room had a T-shaped latch that required twisting and excessive force to open.
- b. The threshold for entrance to the trash room was too high without being beveled.

- c. The threshold for the entrance to the shared roof deck was too high without being beveled.
- d. The entrance to the gym from the building's lobby could only be accessed by descending a short flight of stairs.
- e. The threshold to the gym entrance from the garage was too high and led up to another steeply beveled threshold.
- f. The communal lounge was accessible only via a stairwell from the lobby or through an entryway from the garage with an exceedingly high threshold.
- g. The interior (bedroom, bathroom, etc.) doorways within both residential units were narrower than the required minimum accessible width.
- h. The interior doorways within both residential units contained thresholds that were too high without being beveled.
- i. The entrance from one unit to the adjoining terrace contained a steep upward incline from the interior of the unit and an even steeper drop to the outside concrete surface.
- j. The light switches within that residential unit exceeded the maximum accessible height.
- k. The climate control systems in the living room and bedroom of that residential unit exceeded the maximum accessible height.

103. The FHJC's testers' observations of Casa Dumbo demonstrate that CW Realty discriminates in the rental of dwellings and housing accommodations as it was offering for rent units that do not comply with the accessibility requirements of federal, state and local fair housing laws.

**1499 Bedford Ave**

104. 1499 Bedford Ave is a 10-story, 98-unit building located at 1499 Bedford Avenue in Brooklyn.



*Figure 5: Rendering of 1499 Bedford from CW Realty's website*

105. CW Realty developed 1499 Bedford Ave.
106. Kao Hwa Lee Architects was responsible for the design and architecture of the building.
107. The building is owned by 1499 Bedford LLC, an LLC whose principal is, upon information and belief, Cheskie Weisz.
108. 1499 Bedford Ave opened for occupancy in 2023.
109. CW Realty's website describes 1499 Bedford as "a mix of high-end apartments and affordable housing units."
110. The building offers studio, 1-, 2-, and 3-bedroom units, some of which contain balconies.
111. 1499 Bedford Ave is a covered dwelling as defined by the Fair Housing Act and a housing accommodation under the New York State and New York City Human Rights Laws

112. The indoor amenities include a fitness room, pet spa, communal laundry room, lounge, and co-working space.

113. The outdoor amenities consist of a rooftop, public terrace, parking garage, and bike storage room.

114. On December 21, 2023, the FHJC sent two testers to 1499 Bedford Avenue posing as father and son. The testers inquired about available 1- and 2-bedroom apartments on behalf of a relative with disabilities who used a wheelchair.

115. Both testers were trained and employed by the FHJC.

116. The testers met with a licensed real estate agent from Nooklyn realty firm named Juan Fernandez.

117. The testers viewed the common areas and two 2-bedroom apartments (Apartment 5K and Apartment 5H) and one 3-bedroom apartment (Apartment 5A).

118. During their visit, the testers observed the following:

- a. A portion of the communal patio surrounding the building's fitness center was narrower than the minimum accessible width.
- b. The door to the bathroom inside of the fitness center was narrower than the minimum accessible width.
- c. The threshold of the door leading to the rooftop contained multiple hard drops from the interior part of the hallway to the exterior rooftop.
- d. In Apartment 5K, the doors to both the apartment and the main bedroom were narrower than the minimum accessible width.
- e. The hallway within that unit was narrower than the required minimum accessible width.



- f. The kitchen in Apartment 5K was narrower than the required minimum accessible width.
- g. The bathtub inside of Apartment 5H's bathroom was too close to the bathroom door without adequate clear floor space.
- h. In Apartment 5A, the doors to the main bathroom and bedroom were narrower than the required minimum accessible width.
- i. The maneuverable space in the bathroom in Apartment 5A was less than the minimum required.
- j. In Apartment 5K, the hallway was narrower than the minimum width required.

119. The FHJC's testers' observations of 1499 Bedford Avenue demonstrate that CW Realty discriminates in the rental of dwellings and housing accommodations as it was offering for rent units that do not comply with the accessibility requirements of federal, state and local fair housing laws.

**Naresh Mahangu Repeatedly Violates Accessibility Requirements Despite Recent Disciplinary Actions**

120. Defendant Mahangu is the architect of record for the Vertex, which FHJC testers found to contain multiple accessibility violations.

121. The New York City Department of Buildings (DOB) issues enforcement bulletins highlighting the agency's actions to "sanction and deter bad actors in the construction industry."

122. On June 28, 2019, the DOB stated that it had audited "professionally certified applications submitted by Professional Engineer Naresh Mahangu" and found

“multiple code non-compliances,” including Mahangu’s “failure to comply with accessibility requirements for people with disabilities.”

123. As a result, Defendant Mahangu “agreed to a voluntary surrender of his Professional Certification” and other DOB privileges.

124. Defendant Mahangu is named as a defendant in another litigation brought by FHJC, in which FHJC alleges that Mahangu designed another rental building in Queens, New York in a manner that failed to adhere to federal, State, and City accessibility requirements—in other words, the exact failures he is alleged to have committed at the Vertex. Am. Compl., ECF. No. 32, *Fair Hous. Justice Ctr. v. NY Building Assocs. Inc. et al.*, 23 Civ. 1396 (E.D.N.Y. Dec. 15, 2023).

125. Defendant Mahangu remains the architect of record for multiple other buildings around New York City.

### **Defendants’ Recent and Current Design and Construction Projects**

126. Defendants have several other multi-family residential apartment buildings that they recently developed and designed or intend to develop and design in New York City.

127. This year, Defendant CW Realty developed a new 14-story, 82-unit residential building named the Clairemont.

128. Located at 26-04 Jackson Avenue, Queens, New York 11101, the Clairemont boasts a gym, yoga and dance studio, dog park, bike storage, communal lounge, work-from-home station, and a landscaped rooftop deck.

129. Like Casa Dumbo and 1499 Bedford Ave, the Clairemont was designed by Kao Hwa Lee Architects.

130. In addition to the Clairemont, Defendant Kao Hwa Lee Architects designed another building in the Greenpoint neighborhood of Brooklyn whose construction was completed this year.

131. Located at 161 Meserole Avenue, Brooklyn, New York 11222, the building's amenities include a shared laundry room, gym, recycling center, outdoor terrace, and communal rooftop.

132. Defendant Kao Hwa Lee Architects is also listed as the architect of record for two other residential buildings with future anticipated completion dates: 155 S. Elliot Place, Brooklyn, New York 11217 and 806 E. 170th Street, Bronx, New York 10459.

133. Furthermore, this year, construction was completed on a 5-story residential building located at 420 Wallabout Street, Brooklyn, New York 11206.

134. Defendant Diego Aguilera Architects P.C was listed as the architect of record for this building.

135. Based on Defendants' failure to construct multiple buildings in compliance with fair housing laws, it is likely that FHJC will continue to be injured in the future by Defendants' continued construction of additional multi-family residential buildings in New York City that are about to occur as defined by 42 U.S.C. § 3602(i).

### **FIRST CAUSE OF ACTION**

#### **Fair Housing Act – 42 U.S.C. § 3604(f)(3)(C) Against All Defendants**

136. Plaintiff realleges and incorporates by reference the allegations set forth in this Complaint as if fully set forth herein.

137. The Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave are "covered multi-family dwellings" as defined by 42 U.S.C. § 3604(f)(7).

138. Defendants have designed and constructed covered multi-family dwellings and common use areas at the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave.

139. As a direct and proximate result of Defendants' failure to design and construct the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in compliance with the accessibility requirements of the Fair Housing Act, inaccessible dwellings have been constructed in New York City that reduce housing opportunities for persons with physical disabilities.

140. As a direct and proximate result of Defendants' failure to design and construct the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in compliance with the accessibility requirements of the Fair Housing Act, Plaintiff FHJC has suffered, and will continue to suffer damages.

141. These Defendants' failure to design and construct the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in compliance with the accessibility requirements of the FHA was intentional, willful, or done with reckless disregard.

## **SECOND CAUSE OF ACTION**

### **New York State Human Rights Law – N.Y. Exec. Law § 296(5), (18) Against All Defendants**

142. Plaintiff realleges and incorporates by references the allegations set forth in this Complaint as if fully set forth herein.

143. Plaintiff is a person as defined by New York Executive Law § 292(1).

144. The Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave are "housing accommodation[s]" as defined by New York Executive Law § 292(10).

145. Defendants designed and constructed the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in violation of the accessibility requirements found in New York Executive Law § 296(18)(3) and the New York State Uniform Fire Prevention and Building Code.

146. Defendants' design and construction of inaccessible housing constitutes unlawful discrimination against people with disabilities, under New York Executive Law § 296(5).

147. As a direct and proximate result of Defendants' failure to design and construct the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in compliance with the accessibility requirements of the NYSHRL, Plaintiff has suffered damages.

148. Defendants' failure to design and construct the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in compliance with the accessibility requirements of the NYSHRL was intentional, willful, or with reckless disregard.

### **THIRD CAUSE OF ACTION**

#### **New York City Human Rights Law – N.Y. Admin. Code § 8-107(5) Against All Defendants**

149. Plaintiff realleges and incorporates by reference the allegations set forth in this Complaint as if fully set forth herein.

150. Plaintiff is "person" and a "person aggrieved" by Defendants' unlawful practices as defined by New York City Administrative Code § 8-102.

151. The Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave are "housing accommodation[s]" as defined by New York City Administrative Code § 8-102(10).

152. Defendants designed and constructed the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in violation of the accessibility requirements found in New York City Administrative Code § 27-292.

153. By doing so, Defendants are discriminating in the furnishing of facilities or services in connection with housing accommodations based on disability in violation of New York City Administrative Code § 8-107(5)(a)(2).

154. As a direct and proximate result of Defendants' failure to design and construct the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in compliance with the accessibility requirements of the NYCHRL, Plaintiff has suffered damages.

155. Defendants' failure to design and construct the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave in compliance with the accessibility requirements of the NYCHRL was intentional, willful, or with reckless disregard.

156. Plaintiff has caused to be served a copy of this Complaint upon the City Commission on Human Rights and Corporation Counsel, pursuant to New York City Administrative Code § 8-502(c).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests judgment against Defendants as follows:

1. Declaring that Defendants' discriminatory practices violate the FHA, NYSHRL, and NYCHRL;
2. Enjoining Defendants, Defendants' agents, employees, and successors, and all other persons in active concert or participation with Defendants from discriminating on the basis of disability by failing to design and construct covered multi-family

dwellings in compliance with the accessibility requirements of the FHA, NYSHRL, and NYCHRL;

3. Enjoining Defendants and their agents, employees, and successors, and all other persons in active concert or participation with Defendants to:

- a. Make or pay for all necessary retrofitting in the multi-family dwellings and common areas of the Vertex, the Kent House, Casa Dumbo, and 1499 Bedford Ave;
- b. Make all necessary modifications to the design and construction of multi-family covered dwellings currently planned for construction or under construction in New York City;
- c. Make all necessary modifications to their policies, practices, and procedures to comply with fair housing laws;
- d. Train all management, agents, and employees on fair housing laws, including accessibility requirements for multi-family residential dwellings; and
- e. Allow monitoring of their design and construction of covered multi-family dwellings and public accommodations for compliance with the accessibility requirements of the FHA, NYSHRL, and NYCHRL;

4. Awarding such damages to Plaintiff as will fully compensate it for injury caused by Defendants' unlawful practices, including the staff time and expenses incurred investigating the unlawful practices described herein, litigating these claims, and monitoring Defendants in the future for continued compliance with the law;

5. Awarding punitive damages to Plaintiff;

6. Directing other and further relief as the Court may deem just and proper, together with attorneys' fees, interest, costs, and disbursements of this action.

Dated: February 20, 2025  
New York, New York

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