CITY OF NEW YORK
COMMISSION ON HUMAN RIGHTS

In the Matter of

COMMISSION ON HUMAN RIGHTS
ex rel. PATRECE MILLER,

Petitioner,

-against-

NEW AMERICAN REALTY CORP.,
DIRESH RAGHUBAR,

Respondents.

Complaint No. M-H-1GHMS-18-36152
OATH Index No. 2253/24

DECISION AND ORDER

This case concerns Patrece Miller, who attempted to rent an apartment from Respondents New American Realty Corp. and Diresh Raghubar, a real estate brokerage and broker, respectively. After Respondents turned her away because she was pregnant and sought to rent an apartment using a housing voucher, Ms. Miller became so discouraged that she decided to forgo her housing voucher entirely, giving up over $1,500 a month in rental assistance to which she and her family were legally entitled.

Ms. Miller filed a verified complaint with the Law Enforcement Bureau of the New York City Commission on Human Rights ("Bureau") alleging housing discrimination against Diresh Raghubar and New American Realty Corp. The Bureau served the Complaint on all parties on September 12, 2018. The Complaint alleges that Respondents refused to rent to Ms. Miller and discriminated against her in the terms, conditions, or privileges of a rental based on her lawful source of income, gender, pregnancy, marital status, and presence of children, in violation of the New York City Human Rights Law, Title 8, Chapter 1 of the New York City Administrative Code ("City Human Rights Law" or "NYCHRL"). Trial was held before the Honorable Michael D. Turilli, Administrative Law Judge ("ALJ") of the New York City Office of Administrative Trials and Hearings ("OATH") on May 29, June 5, and June 6, 2024.

Presently before the Office of the Chair of the New York City Commission on Human Rights ("Commission") is the Report and Recommendation of Judge Turilli in *Comm'n on Human Rights ex rel. Miller v. New American Realty Corp.*, OATH Index No. 2253/24 (July 31, 2024) ("R&R"). Judge Turilli found that Respondents did not violate the City Human Rights Law, and recommended dismissal of the Complaint. Specifically, the ALJ found that the Bureau failed to prove that Respondents: (1) were covered entities who had the right to rent at least one housing accommodation containing six or more units at the time of the alleged discrimination;

(2) refused to rent to Ms. Miller because of her lawful source of income, gender, pregnancy, marital status, or the presence of her children; and (3) denied her equal terms, conditions, and privileges of a housing accommodation because of her lawful source of income, gender, pregnancy, marital status, or the presence of her children. (*See* R&R at 19–20).

For the reasons set forth herein, the Commission rejects these conclusions and the recommended dismissal. Rather, the Commission finds that Respondents discriminated against Ms. Miller on the basis of her lawful source of income, gender, pregnancy, marital status, and the presence of her children. As a result of the discrimination she experienced, Ms. Miller is entitled to emotional distress damages. Respondents are also ordered to pay civil penalties and undertake affirmative efforts to remedy their discriminatory conduct.

I. STANDARD OF REVIEW

In reviewing a report and recommendation, the Commission may accept, reject, or modify, in whole or in part, the findings or recommendations made by an administrative law judge. Though the findings of an administrative law judge inform the Commission's assessment of evidence, the Commission ultimately determines the credibility of witnesses, the weight of the evidence, and other findings of fact. *Comm'n on Human Rights ex rel. Marquez v. Fresh & Co.*, OATH Index No. 434/22, Comm'n Dec. & Order, 2025 WL 3085471, at *3 (Oct. 30, 2025) (collecting cases). The Commission also interprets the NYCHRL and ensures the NYCHRL is applied to the facts correctly. *Comm'n on Human Rights ex rel. Cazares v. INS Handbags, Inc.*, OATH Index No. 1075/20, Comm'n Dec. & Order, 2025 WL 897951, at *3 (Mar. 18, 2025) (collecting cases). The Commission reviews an administrative law judge's report and recommendation and the parties' comments and objections *de novo* as to findings of fact and conclusions of law. *Id.* (collecting cases).

II. FACTUAL BACKGROUND

Knowledge of the facts set forth in the R&R is assumed for the purposes of this Decision and Order. (R&R at 6–11). The facts herein are derived from the trial record. During the trial, the Bureau offered the testimony of Ms. Miller, while Respondents offered the testimony of Mr. Raghubar.

At the time of the alleged discrimination, Ms. Miller testified that she lived with her three children in an apartment in Queens, the borough where she had lived since immigrating to the United States in 2003. (Tr.[1] vol. 2, 103:19–24, 129:21–24). After she received an eviction notice from her landlord, she was given three months to find her family a new apartment. (*Id.* at 104:2–20). Ms. Miller testified that searching for a new apartment with the pending eviction deadline

[1] Citations to "Tr." refer to the OATH trial transcript, which is separated into three daily volumes but uses continuous pagination.

looming over her was "very stressful[,]" particularly because she was pregnant and nearing her delivery date. (*Id.* at 106:2–8, 116:4–19).

Ms. Miller then obtained a Family Homelessness & Eviction Prevention Supplement ("FHEPS") housing voucher through the New York City Human Resources Administration. (*Id.* at 107:1–11). Once she was awarded this voucher, which provided her with $1,534 per month in rental assistance, she testified that she was "so happy" and "started to do the calculation in my head [about] where I could reach with this money." (*Id.* at 107:12–24). Thereafter, she began making "endless phone calls" and "looking for apartments every day, daily, to see what will come up." (*Id.* at 109:20–25).

On May 1, 2018, Ms. Miller saw a Craigslist ad posted by New American and then contacted Respondents based on the information listed in the ad. (*Id.* at 110:1–18). Ms. Miller spoke to an office staff member at New American, who confirmed that the brokerage had vacancies available. (*Id.* at 112:23–113:8). Ms. Miller also testified that when she specifically asked whether New American accepted FHEPS vouchers, she was told that Respondents did, which left her feeling "so happy." (*Id.* at 111:15–24). During the call, the staff member asked Ms. Miller to come into the brokerage that day to complete an application and to bring her children's Social Security numbers, her identification information, and her voucher. (*Id.* at 110:23–111:10). Ms. Miller gathered her documentation and picked up her three-year-old child from school so that she could travel to the brokerage, which was roughly two hours away from her current home by train. (*Id.* at 111:19–112:6).

That afternoon, Ms. Miller and her young child visited the brokerage, where she was given an application to complete by a "very friendly" staff member. (*Id.* at 112:13–22). Five to ten minutes after she returned her completed application, she met Mr. Raghubar. (*Id.* at 113:9–25). When he opened his office door, Mr. Raghubar greeted her then almost immediately asked if she was pregnant. (*Id.*) When Ms. Miller confirmed that she was, Mr. Raghubar replied that "landlords are not idiots, and they know [your] baby father . . . is going to come to the apartment." (*Id. See also* Compl.[2] ¶ 6; R&R at 7, 18).

Uncomfortable, Ms. Miller began recording a video of the remainder of the meeting, during which Mr. Raghubar said, "I don't like dealing with the people in Queens, that's a place called CAMBA. I'm not dealing with them. I'll send you to this Jamaican girl here in the Bronx. She works for NAICA. She'll just transfer your voucher. And I'll find you a place." (Pet. Ex. 4). Mr. Raghubar then made a phone call to an unidentified person, saying "I have a Jamaican family here in my office and they have FHEPS, and the agency that they're working with, I really don't like working with that agency, can I send them to you?" (*Id.*) He then told the

[2] Citations to "Compl." refer to the Complaint verified by Complainant Patrece Miller on September 10, 2018, and entered in the trial record as Exhibit A to Petitioner Exhibit 1.

person, “I’m about to send you a picture, look at it[,]” after which he snapped a photo of Ms. Miller and her three-year-old child on his phone. (*Id.*)

Ms. Miller testified that she believed after this meeting that her voucher would be transferred to Mr. Raghubar’s preferred organization and she would be able to rent an apartment with Respondents’ assistance. (*See* Tr. vol. 2, 119:17–24). However, Mr. Raghubar did not provide Ms. Miller with the contact information of the individual he said would help transfer her voucher. (*Id.* at 119:25–120:3). No one contacted her about the voucher, and she was never able to successfully contact Mr. Raghubar again, despite calling Respondents’ office multiple times over the course of the following week to check on the status of her application. (*Id.* at 120:4–25).

Although she felt “really excited” when she believed that she was going to be able to work with Respondents to rent an apartment for her family, Ms. Miller testified that once she realized “he’s not going to help me,” she became “depressed” and was completely discouraged from ever attempting to use her voucher to apply for another apartment. (*See id.* at 121:12–123:19). She testified that “it really hurt . . . at the time. And up to this day, it hurts because I still have a voucher that’s not valid [anymore] . . . that I could have used . . . that would have helped me and my family in a better situation, me and my kids.” (*Id.*) After her interaction with Mr. Raghubar, Ms. Miller testified that “I never said I had a voucher again, never let anybody know that I was on public assistance . . . . Never. I don’t think I would ever do it in the future [either].” (*Id.* at 123:12–19). Ms. Miller’s FHEPS voucher expired in August 2018 without her ever using it. (*Id.* at 121:12–122:6, 123:12–19).

Since Ms. Miller was deterred from using her voucher, which provided her with $1,534 in monthly rental assistance, she sought and ultimately found an apartment in Brooklyn that she could afford to rent without relying on her voucher. (*Id.* at 123:20–23). Unfortunately, this apartment was far from Queens, where her kids had been born and where she had “all [her] family, you know, I have neighbors, you know, family friends. My kids had neighbors, family friends. My kids really didn’t want to leave. . . . We ha[d] a support group, you know, there.” (*Id.* at 130:11–20). After moving to Brooklyn, Ms. Miller testified that her younger children had to change schools, and that for over a year, her eldest child “had to travel from Brooklyn to Queens to Long Island City High School every day[.] That would take two trains, the J, to the F, and then take the 100 bus.” (*Id.* at 135:11–25). Although Ms. Miller and her family have experienced cockroach and rodent infestations as well as various repair issues in their current apartment, she testified that because she now knows how difficult it is to get a new apartment in her circumstances, she “just settle[s] for whatever is going on at the moment.” (*Id.* at 142:12–19). She also testified that in her new neighborhood, unlike her experience living in Queens, she sees “drugs, a lot of stuff going on the road[,]” and that someone had been shot right across the street from her apartment. (*Id.* at 142:20–143:14). She testified that she struggles to pay rent every month and that the financial stress causes her to think about her expired, unused voucher “all the time.” (*Id.* at 145:1–12). Finally, she testified that starting in 2019, she was diagnosed with anxiety and depression, for which she continued to take daily medication and receive therapy at the time of trial. (*Id.* at 145:20–146:17).

At trial, Mr. Raghubar did not deny any of the statements that Ms. Miller attributed to him. He testified that he did not like working with CAMBA[3] because—he claimed—CAMBA was so difficult to contact that he had never successfully placed a tenant in an apartment with a voucher administered by CAMBA. (*Id.* at 222:18–25). With respect to Ms. Miller's claim that she never received contact information for the individual who would apparently transfer her voucher, Mr. Raghubar testified that "there is no way that this young lady left my office without me exchanging her information with this person." (*Id.* at 224:21–25). Mr. Raghubar also testified at length about his experience working with various housing voucher programs in New York City, stating that since 2008, he had assisted countless families experiencing homelessness and/or living in shelters who were seeking to pay for housing with vouchers. (*See id.* at 214:24–222:25). Mr. Raghubar testified that Ms. Miller's voucher could be "used through any of these nonprofits as long as my company found the clients an apartment[,]" which he stated that he and his team had done "thousands of times[,]" while also testifying that he did not believe that any other broker "have [sic] done it even once." (*Id.* at 223:14–24). Since Respondents repeatedly failed to Answer the Complaint or otherwise respond to requests for information and documents by the Bureau, these claims were not supported by evidence.

III. PROCEDURAL HISTORY

The Bureau served Respondents with the Complaint on September 12, 2018. (Hand Aff.[4] ¶ 2, Ex. A). Thereafter, the Bureau voluntarily extended Respondents' time to Answer on three separate occasions, ultimately giving Respondents over six months to respond to the Complaint. (*Id.* ¶¶ 4–6, Exs. B–D). Although Mr. Raghubar called the Bureau to acknowledge receipt of the Complaint, neither he nor any other representative of Respondents ever submitted an Answer in this case.

Specifically, after Respondents' time to Answer expired on October 12, 2018, the Bureau sent a letter on October 31, 2018, warning Respondents of the consequences of failing to Answer the Complaint and extending their deadline to November 30, 2018. (Lucero Aff.[5] ¶ 3, Ex. A). On December 18, 2018, Mr. Raghubar left a voicemail for the Bureau, indicating that he had received the warning letter, stating that the time to respond had passed, and asking the Bureau to call him back. (*Id.* ¶ 4, Ex. B). The Bureau's investigating attorney then received another call from Mr. Raghubar that same day and contemporaneously noted that he spoke in a "loud and

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[3] According to the New York City Department of Homeless Services, CAMBA is a "multi-service agency" that provides community-based programming, shelter services, and other support services geared toward homelessness prevention. *See* CAMBA, N.Y.C. DEP'T OF HOMELESS SERVS., https://www.nyc.gov/site/dhs/shelter/providers/camba.page (last visited Apr. 8, 2026).

[4] Citations to "Hand Aff." refer to the Affirmation of Law Enforcement Attorney Michael Hand dated May 20, 2024, and entered in the trial record as Petitioner Exhibit 1.

[5] Citations to "Lucero Aff." refer to the Affirmation of Attorney Lorena Lucero dated June 3, 2024, and entered in the trial record as Petitioner Exhibit 11.

aggressive manner," claiming that "the case was fraudulent and that we were wasting taxpayers [sic] dollars." (*Id.* ¶ 5, Ex. C). The Bureau attorney then informed Mr. Raghubar that "he could raise his defenses in his Answer." (*Id.*) Mr. Raghubar also stated that he "would be submitting 'an Answer in a week.'" (*Id.*) Despite his assurances, the Bureau did not receive an Answer. (*Id.* ¶ 6).

The Bureau sent a second warning letter to Respondents on January 16, 2019, again notifying Respondents of the consequences for failing to submit an Answer and again extending the deadline, this time to February 22, 2019, four months after Respondents' Answer was originally due. (*Id.* ¶ 6, Ex. D). When Respondents also missed that deadline, the Bureau sent a third and final warning letter to Respondents on March 26, 2019, which extended the deadline to submit an Answer yet again, this time to April 30, 2019, six months after Respondents' Answer was originally due. (*Id.* ¶ 7, Ex. E). The Bureau never received an Answer from Respondents. (Hand Aff. ¶ 8 (stating that the Bureau "fail[ed] to receive a Verified Answer from any of the named Respondents")).

On September 17, 2020, the Bureau "issued a Notice of Probable Cause Determination and of Intention to Proceed to Public Hearing and served the notice on all parties at their registered business address[,]" which was the address on file with the New York State Department of State at that time. (*Id.*)

The Bureau referred the matter to OATH on February 6, 2024, and served Respondents with a Notice of Conference on February 9, 2024. (*Id.* ¶ 9 (citing Exs. G, H)). The Bureau then spoke with Mr. Raghubar by phone on February 26, 2024, and Mr. Raghubar asked the Bureau to email him another copy of the Complaint. (*Id.* ¶ 10). On that call, the Bureau informed Mr. Raghubar of the upcoming March 8, 2024 settlement conference, then emailed him the Notice of Conference and a copy of the Complaint. (*Id.* (citing Ex. I)). Despite receiving the relevant information, Mr. Raghubar failed to appear at the scheduled settlement conference on March 8, 2024, only responding to a direct email from the ALJ over an hour later and causing the conference to be rescheduled to April 3, 2024. (*Id.* ¶ 11 (citing Ex. J)). That same day, Mr. Raghubar requested discovery from the Bureau by email. (*Id.* ¶ 12 (citing Ex. K)).

On March 28, 2024, the Bureau emailed Notices of Conference and Trial to Respondents, and Mr. Raghubar confirmed receipt that same day then renewed his request for discovery. (*Id.* ¶ 13 (citing Ex. L)). The Bureau emailed responsive records to Mr. Raghubar the following day. (*Id.*)

On April 3, 2024, Respondents initially failed to appear for the second settlement conference, only appearing after both the ALJ and the Bureau called and emailed Mr. Raghubar. (*Id.* ¶ 14 (citing Ex. M)). At the second settlement conference, the Bureau "requested financial documents and other discovery material" from Mr. Raghubar, then renewed those requests in unanswered emails sent on April 11 and April 16, 2024. (*Id.* ¶ 15 (citing Ex. N)).

A third and final settlement conference was scheduled for April 17, 2024, and the ALJ emailed the scheduling information to all parties on the day of the second settlement conference. (*Id.* ¶ 16 (citing Ex. O)). The Bureau also emailed Respondents a Notice of Conference on April 16, 2024. (*Id.* ¶ 17 (citing Ex. P)). On April 17, 2024, Respondents failed to appear for the third settlement conference, even after the ALJ made several attempts to contact Mr. Raghubar by phone and email. (*Id.* ¶ 18 (citing Ex. Q)). After ending the conference, the ALJ emailed Respondents and ordered them to contact her to reschedule by 4 p.m. that day. (*Id.* (citing Ex. R)). After Respondents failed to respond by that deadline, the ALJ sent another email ordering them to contact her to reschedule by 2 p.m. on April 18, 2024. (*Id.* ¶ 19 (citing Ex. S)). Once again, Respondents failed to respond. (*Id.*) Trial was then scheduled for May 29, 2024. (*Id.* ¶ 19 & Ex. U).

On April 22, 2024, the Bureau emailed a Notice of Trial to Respondents, and Respondents were also served by mail on April 29 and April 30, 2024. (Hand Aff. ¶¶ 20–22 (citing Exs. T, U, V, X)). After declining to Answer the Complaint, produce any information in response to the Bureau's discovery requests, or appear at the final settlement conference, Respondents appeared at trial. (*See* Tr. vol. 1, 2).

IV. DISCUSSION

The City Human Rights Law "shall be construed liberally for the accomplishment of the uniquely broad and remedial purposes thereof, regardless of whether federal or New York state civil and human rights laws, including those laws with provisions worded comparably to provisions of [the NYCHRL], have been so construed." N.Y.C. Admin. Code § 8-130(a). Pursuant to the Local Civil Rights Restoration Act of 2005, "[i]nterpretations of New York state or federal statutes with similar wording may be used to aid in interpretation of the [NYCHRL], viewing similarly worded provisions of federal and state civil rights laws as a floor below which the [NYCHRL] cannot fall, rather than a ceiling above which the local law cannot rise." Local Law No. 85 § 1 (2005). *See also* Local Law No. 35 § 1 (2016). Moreover, "case law interpreting analogous anti-discrimination statutes under state and federal law, though perhaps persuasive, is not precedential in the interpretation of the NYCHRL." *Comm'n on Human Rights ex rel. Ondaan v. Lysius*, OATH Index No. 2801/18, Comm'n Dec. & Order, 2020 WL 7212457, at *6 (Nov. 24, 2020) (citing *Albunio v. City of New York*, 23 N.Y.3d 65, 73 n.5 (2014) ("The New York City Council's 2005 amendment to the NYCHRL was, in part, an effort to emphasize the broader remedial scope of the NYCHRL in comparison with its state and federal counterparts and, therefore, to curtail courts' reliance on case law interpreting textually analogous state and federal statutes.")).

Before turning to the substantive claims of housing discrimination, the Commission addresses two issues that inform the ultimate conclusions in this case: the Bureau's motion for entry of default against Respondents and witness credibility.

A. **Respondents Defaulted**

The R&R denied the Bureau's motion for entry of default against Respondents. (R&R at 5–6). Based on the record, the Commission reverses that decision and holds that Respondents defaulted.

As a threshold matter, whether to enter default against a respondent is an inherently fact-intensive inquiry, and "it is well established that judgments by default are disfavored, especially where a respondent is actively seeking to defend against the allegations." *Comm'n on Human Rights v. Jenkins*, OATH Index No. 2331/13, Mem. Dec., at 8 (Oct. 30, 2013) (collecting cases). Moreover, there is a "tradition[] in our legal system to afford greater procedural leeway to litigants who are unrepresented by attorneys." *Comm'n on Human Rights v. Rent The Bronx, Inc.*, OATH Index No. 1619/11, Rep. & Rec., 2011 WL 13606431, at *18 (July 27, 2011), *adopted*, Comm'n Dec. & Order, 2011 WL 13606430 (Oct. 27, 2011). However, that leeway cannot be unlimited. In this case, although Respondents ultimately appeared at trial, default should have been entered against Respondents because they repeatedly failed to Answer the Complaint, despite admitting receipt of the Complaint; failed to participate in the Bureau's investigation, respond to discovery requests, or submit any documents; and ultimately sought to rely on assertions at trial that were unsupported by any documentary evidence, depriving the Bureau of a fair opportunity to test the veracity of those assertions.

During oral argument on the default motion, Mr. Raghubar sought to explain his failure to Answer with what appear to be false statements, or at the very least exceedingly contradictory statements, given under oath. Mr. Raghubar claimed he did not receive the Complaint, describing "problems with the [incoming and outgoing] mail at the Boston Road address, not[ing] that the office had a different address by the end of 2019, . . . recall[ing] mailing an answer after speaking with the prior agency attorney[,] . . . [and] surmis[ing] the answer may not have been delivered due to problems with the outgoing mail at the office in 2018." (R&R at 4–5 (citing Resp. Ex. A; Tr. vol. 1, 70:11–18)). However, the Bureau provided evidence of a December 2018 voicemail and phone call where Respondents acknowledged receipt of a warning letter and stated that an Answer would be submitted "in a week" or "immediately" (Lucero Aff. ¶¶ 4, 5, Exs. B, C), and the Bureau subsequently mailed two more warning letters to Respondents in January and March 2019 (*id.* ¶¶ 6, 7, Exs. D, E). The Commission finds it exceedingly implausible that Respondents prepared an Answer and—despite continuing to receive warning letters from the Bureau—they simply chose not to submit or resubmit that Answer. Similarly, the Commission is unpersuaded by Respondents' argument that moving to a new office in late 2019 would have prevented Respondents from obtaining mail in early 2019, or indeed why Respondents would fail to remain in contact with the Bureau after December 2018, when Mr. Raghubar became aware that a case was pending against him.[6]

[6] During the December 2018 phone call with the Bureau, Mr. Raghubar characterized the pending case as "fraudulent." (*See* Lucero Aff. ¶ 5, Ex. C).

There are other notable instances where Respondents failed to comply with OATH orders or the Bureau's requests, despite being fully informed of what was expected of them. For example, Respondents failed to file a notarized good cause affidavit before the second day of trial as ordered by the ALJ (*see* Tr. vol. 2, 66:5–70:18), despite Mr. Raghubar indicating that he understood both the deadline and the notarization requirement (*id.* at 33:3–37:21, 43:25–44:11). Furthermore, Respondents failed to appear, or appeared belatedly, for multiple OATH settlement conferences despite confirming receipt of conference notices. At settlement, Respondents also requested and received certain documents from the Bureau, but failed to respond to its requests for "financial documents and other discovery materials." (Hand Aff. ¶¶ 11–19). The Commission finds that Respondents' behavior showcased an unwillingness to engage or cooperate in good faith with the Commission's investigative and adjudicatory processes, rather than any lack of sophistication as unrepresented litigants.

In sum, the evidence is more than sufficient to support the finding that Respondents defaulted[7] despite the Bureau's repeated attempts to give Respondents opportunities to Answer the Complaint and participate in the investigation and resulting litigation. Mr. Raghubar's contradictory and self-serving testimony serves only to emphasize Respondents' refusal to engage in good faith throughout the entire process.

Moreover, upon a review of Mr. Raghubar's trial testimony, the Commission finds that even if Respondents had not defaulted, the evidentiary record nevertheless demonstrates that Respondents unlawfully discriminated against Ms. Miller, as discussed in further detail below.

B. Mr. Raghubar's Testimony Lacked Credibility

Given the limitations of the evidentiary record resulting from Respondents' refusal to engage, this case largely depends on assessing the credibility of the live testimony of Ms. Miller and Mr. Raghubar, as well as reviewing the video evidence submitted by Ms. Miller. The

[7] In analyzing the motion for entry of default, the ALJ placed undue weight on the fact that the Bureau failed to serve a notice of referral to OATH as required by 47 RCNY § 1-61. Although the Bureau "failed to follow its own rules, the absence of the notice of referral was not fatal." *Comm'n on Human Rights ex rel. Canty v. Magnamart Cleaners & Launderers*, OATH Index No. 2659/08, Rep. & Rec., at 2 (Aug. 7, 2008) (proceeding with trial despite petitioner's failure to submit a notice of referral because the purpose of service is fair notice and petitioner proved proper service of the complaint and notice of trial, the latter of which warned respondent that failure to appear would result in default).

In this case, Respondents were served with three warning letters, and each letter plainly notified Respondents that failure to file an Answer would prompt the Bureau to seek entry of default by "hav[ing] the Verified Complaint's allegations be [sic] conclusively established against you and hav[ing] you excluded from the hearing. This may result in a finding against you, which can involve financial damages and penalties." (Lucero Aff. ¶¶ 3, 6, 7 (citing Exs. A, D, E)). Respondents were repeatedly warned about the possibility of a default motion, yet they refused to Answer or otherwise meaningfully cooperate with these proceedings.

Commission finds Ms. Miller's testimony to be highly credible[8] and Mr. Raghubar's testimony to be wholly self-serving and lacking credibility.

The resolution of disputed facts often hinges on the assessment of witness credibility. *Dep't of Educ. v. Brust*, OATH Index No. 2280/07, Rep. & Rec., at 7 (Sep. 29, 2008), *adopted*, Chancellor's Dec. (Oct. 22, 2008); *Taxi & Limousine Comm'n v. El Boutari*, OATH Index No. 2729/18, Rep. & Rec., at 9 (July 9, 2018). In determining credibility, the Commission looks to "witness demeanor, consistency of a witness'[s] testimony, supporting or corroborating evidence, witness motivation, bias or prejudice, and the degree to which a witness'[s] testimony comports with common sense and human experience." *Comm'n on Human Rights ex rel. Latif v. New Master Nail, Inc.*, OATH Index Nos. 1576/10, 1577/10, Rep. & Rec., at 7 (Aug. 10, 2010) (quoting *Dep't of Sanitation v. Menzies*, OATH Index No. 678/98, at 2–3 (Feb. 4, 1998), *aff'd*, N.Y.C. Civ. Serv. Comm'n Item, No. CD 98-101-A (Sep. 9, 1998)), *adopted*, Comm'r Dec. (Nov. 16, 2010).

Mr. Raghubar's evidence at trial consisted of the following: two emails introduced into evidence that Mr. Raghubar sent to the Bureau and Ms. Miller's counsel the night before the second day of trial (Tr. vol. 2, 69:21–70:18, 213:7–214:1); Mr. Raghubar's cross-examination of Ms. Miller (*see id*. at 168–209); and a narrative statement that Mr. Raghubar gave orally under oath, in lieu of a more formal direct examination, given Respondents' unrepresented status (*id*. at 214–27).

Taken together, Mr. Raghubar's trial testimony lacked credibility. He admitted to having a limited recollection of his specific interaction with Ms. Miller (*see id.* at 230:25–232:16), yet offered self-serving testimony about his general business practices to discredit her specific testimony (*contrast id.* at 224:21–25 (Mr. Raghubar testifying that he normally provided contact information to tenants who he was helping to transfer their voucher), *with id.* at 193:6–14 (Ms. Miller testifying on cross-examination that Mr. Raghubar did not provide said contact information)). Moreover, Mr. Raghubar testified at length about his purported decades-long support for unhoused tenants and tenants relying on rental assistance. For example, he testified that he and his team had provided housing to "about 6,000" tenants moving out of the shelter system, a history that he specifically noted "to point out the amount of time that I've taken from my life to actually help homeless families." (*See id.* at 215:15–218:4). Yet Mr. Raghubar failed to provide a single piece of evidence to support the assertion that he had placed even one individual with a housing voucher into an apartment. Similarly, Mr. Raghubar claimed to be in a dire financial situation, but refused to produce any evidence of his or his brokerage's finances during repeated settlement conferences before OATH, despite being told that producing such evidence

[8] Ms. Miller's testimony was logical, it comported with common sense, and it was largely corroborated by documentary evidence. Her testimony was also consistent with the allegations in the Complaint. (*Compare* Tr. vol. 2, 110–14, 119–21, *with* Compl. ¶¶ 4–10). *See, e.g.*, *Comm'n on Human Rights ex rel. McGinn v. Park Slope Laundry*, OATH Index No. 1021/19, Rep. & Rec., at 15 (Jan. 27, 2021) (crediting complainant's testimony where "her account of the incidents was consistent and she did not attempt to provide testimony when her memory failed").

would benefit him. (Hand Aff. ¶ 19, Ex. S (ALJ email to Mr. Raghubar, noting that Mr. Raghubar "had indicated that you would gather certain information relating to the finances of your company and to your work with voucher recipients, as [the Bureau] had said they would consider such information in considering a reduced settlement amount")).

Furthermore, Mr. Raghubar was uncooperative on cross-examination when asked even basic questions, often to the point of outright hostility (Tr. vol. 2, 232:19, 235:14–15, 237:14–15; *see also id.* at 220:2–6), as well as exceedingly evasive (*see, e.g.*, *id.* at 238:21–242:9). Mr. Raghubar claimed that he could not recall, among other things, the number of employees and agents that the brokerage had in 2018 or at the time of trial (*contrast id.* at 245:12–248:16 (stating in part that Respondents had not employed any "W-2" employees in over a decade), *with id.* at 221:23–222:9 (discussing the office staff present during Ms. Miller's visit in 2018)), when he obtained his brokerage license (*id.* at 227:10–20), when he started his brokerage company and acquired his ownership interest (*id.* at 228:13–229:2, 229:4–230:24), or whether he had *ever* filed a tax return for his business in any year prior to 2024 (*id.* at 257:15–258:15).

As previously mentioned, although Respondents were given numerous opportunities to provide documentary evidence to support Mr. Raghubar's claims at trial, Respondents never produced any evidence except for two emails written by Mr. Raghubar and sent the night before the second day of trial. These emails were similarly insubstantial and self-serving.

The inconsistent nature of Mr. Raghubar's testimony and his failure to produce any documentary evidence in support of his testimony weighs against crediting many of his vague, self-serving statements, particularly where Ms. Miller offered specific and directly contradictory information. *See, e.g.*, *McGinn*, OATH Index No. 1021/19, at 15 (discrediting respondent's testimony where his "inability to recall information that might reflect negatively on him was convenient and not credible[,]" including his inability "to recall when he acquired the building housing his business [since 1995] or how much he paid for the building"); *Comm'n on Human Rights ex rel. Cardenas v. Automatic Meter Reading Corp.*, OATH Index No. 1240/13, Rep. & Rec., 2014 WL 10713106, at *6 (Mar. 14, 2014) (discrediting respondent's testimony because his claims were "inconsistent with other evidence in the record including his own testimony, the testimony of other witnesses, and other similar, admitted discriminatory acts"), *adopted*, Comm'n Dec. & Order, 2015 WL 7260567 (Oct. 28, 2015); *Latif*, OATH Index Nos. 1576/10, 1577/10, at 7–8 (discrediting respondent's testimony where respondent was unlikely to be confused about certain factual discrepancies and those discrepancies could not be challenged by petitioner because of respondent's failure to produce documents).

In sum, the Commission finds Respondents' testimony to be self-serving, unsupported, and not credible.

C. **Respondents' Actions Constitute Unlawful Housing Discrimination Under Section 8-107(5)**

Discrimination claims under the City Human Rights Law must be proven by a preponderance of the evidence, using either direct or indirect evidence of discrimination. *See, e.g.*, *Comm'n on Human Rights ex rel. Howe v. Best Apartments, Inc.*, OATH Index No. 2601/14, Comm'n Dec. & Order, 2016 WL 1050864, at *5 (Mar. 14, 2016) (citing cases). To establish a *prima facie* case of housing discrimination, the Bureau must establish that: (1) complainant is a member of a protected class as defined by the NYCHRL; (2) respondents are covered entities under the NYCHRL; and (3) respondents acted or failed to act in a manner prohibited by Section 8-107(5). *See id.*

a. Lawful Source of Income

i. Application of Former Exemption

In 2008, the New York City Council ("City Council") amended the City Human Rights Law to expressly prohibit discrimination against voucher holders throughout the housing process by adding lawful source of income discrimination as a protected category. *See* Local Law No. 10 § 1 (N.Y.C. 2008) (finding that "some landlords refuse to offer available units because of the sources of income tenants, including current tenants, plan to use to pay for rent"); *see also* N.Y.C. Comm. on Gen. Welfare, Council Rep. of Governmental Affairs Div., Int. No. 61-A, at 6–7 (Mar. 26, 2008) (stating that local and national research suggests that voucher holders "encounter significant amounts of discrimination from landlords"). Real estate brokers cannot "refuse to sell, rent or lease any housing accommodation," "refuse to negotiate" for the same, "or otherwise . . . deny or withhold any housing accommodation . . . because of any lawful source of income" of any person. N.Y.C. Admin. Code § 8-107(5)(c)(1). Real estate brokers have "the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation," and are thus prohibited from discriminating against any person "in the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation" based on that person's lawful source of income. *Id.* § 8-107(5)(a)(1)(b). Lawful source of income includes "any form of federal, state, or local public assistance or housing assistance." *Id.* § 8-102.

When adopting Local Law 10, City Council acknowledged a potential burden on small landlords and specified that the NYCHRL would not apply to "housing accommodations that contain . . . five or fewer housing units" ("five-unit exemption"). *Id.* § 8-107(5)(o) (repealed[9] 2020); *see also* Press Release, Preserving Access to Affordable Housing, Council Votes To Protect Low-Income Renters From Housing Discrimination, N.Y.C. COUNCIL (Mar. 26, 2008) [hereinafter Press Release], https://council.nyc.gov/press/2008/03/26/1320/. However, Section 8-107(5)(o) also established that Local Law 10's protections did apply where a housing transaction

[9] In 2020, the five-unit exemption was repealed to bring the NYCHRL into alignment with the more expansive housing protections in the New York State Human Rights Law. *See* N.Y.C. Comm. on Civ. & Hum. Rts., Council Rep. of Governmental Affairs Div., Int. No. 2082-A, at 4 (Oct. 29, 2020); Local Law No. 119 (N.Y.C. 2020).

involves “any person who has the right to . . . rent or . . . approve the . . . rental . . . of at least one housing accommodation within New York City that contains six or more housing units.” N.Y.C. Admin. Code § 8-107(5)(o)(ii) (repealed 2020). Together, these provisions created a narrow exemption from the City Human Rights Law—buildings with five or fewer units were not subject to the NYCHRL’s prohibition on source of income discrimination. However, whenever a housing provider or broker was associated with at least one building that had six or more units, the NYCHRL’s authority extended to their entire housing portfolio, regardless of the number of units in each individual building.

In the R&R, the ALJ found that Respondents were not covered entities under the City Human Rights Law because the Bureau failed to provide documentary evidence that Respondents had the “right to sell, rent, or lease, or approve the sale, rental, or lease, of at least one housing accommodation in New York City with six or more units in 2018.” (R&R at 13); *see* N.Y.C. Admin. Code § 8-107(5)(o)(ii). In other words, the ALJ found that the Bureau failed to establish that the five-unit exemption did not apply, thus shielding Respondents from liability in this case. To support this finding, the R&R indicates that Ms. Miller did not testify about the specific units in Respondents’ portfolio, and she could not remember the exact language listed in the Craigslist ad. (R&R at 13). The R&R also notes that the Bureau did not elicit testimony to substantiate the number of units Respondents had listed when Ms. Miller visited their office in 2018, or if any of the advertised properties had six or more units. (*Id.*)

In its Complaint, the Bureau alleged that Respondents are real estate brokers with the right to rent at least one housing accommodation containing six or more units (*see* Compl. ¶¶ 2, 3), an allegation that Respondents never denied and have admitted through their default, *see* 47 RCNY § 1-14(c) (“Any allegation in the complaint not specifically denied or explained will be deemed admitted unless good cause to the contrary is shown.”). At every stage of this case, Respondents have resisted the Bureau’s requests for information related to the size of the brokerage’s portfolio and the scope of Mr. Raghubar’s real estate business, records that are commonly maintained by business owners in the ordinary course of business. To the limited extent that Mr. Raghubar’s testimony could be credited, it supports the proposition, which Respondents have failed to deny, that his portfolio fell within the NYCHRL’s jurisdiction at the time of his interactions with Ms. Miller.[10]

Furthermore, at trial and in their communications with the ALJ and the Bureau, Respondents never argued that the Bureau failed to prove that the City Human Rights Law applies to this case. Even if Respondents had made such an argument, the R&R misconstrues the

[10] Mr. Raghubar testified that Respondents had a high volume of work and many active agents. (*See, e.g.*, Tr. vol. 2, 245:20–246:16 (Mr. Raghubar testified that the brokerage had 20 agents working during its busiest period, which occurred roughly a year after the LINC program was initiated); *id.* at 248:1–3 (Mr. Raghubar testified that 12 agents were operating under his license at the time of trial); *id.* at 112:13–18 (Ms. Miller testified that she saw two receptionists when she arrived at Respondents’ brokerage)). The LINC program was established in 2015. *Living In Communities Rent Program (LINC)*, NYU FURMAN CENTER: DIRECTORY OF NYC HOUSING PROGRAMS, https://www.furmancenter.org/directory/living-in-communities-rent-program/ (last visited Apr. 14, 2026).

City Human Rights Law and its findings are inconsistent with the statutory directive that the NYCHRL must be "construed liberally for the accomplishment of the uniquely broad and remedial purposes thereof," and "exceptions to and exemptions from [the NYCHRL] shall be construed narrowly in order to maximize deterrence of discriminatory conduct." N.Y.C. Admin. Code § 8-130(a), (b); *see also Albunio*, 23 N.Y.3d at 77 n.1 ("[T]he New York City Council's 2005 amendment to the NYCHRL was, in part, an effort to emphasize the broader remedial scope of the NYCHRL in comparison with its state and federal counterparts and, therefore, to curtail courts' reliance on case law interpreting textually analogous state and federal statutes.").

At trial, the evidence established that Ms. Miller contacted Respondents based on their Craigslist ad, which was intended to entice potential tenants to contact Respondents' brokerage, complete Respondents' application process, *then* work with the brokerage's entire pool of vacant housing units. (*See, e.g.*, Tr. vol. 2, 207:12–14 (Mr. Raghubar testifying that "We pay for advertisement to be put out there hoping that a homeless family would [sic] a voucher would call us so that we can help them")). That is precisely what happened here: after Ms. Miller saw the ad and contacted Respondents, their office staff asked her to visit the brokerage to complete an application (*see id.* at 110–13), and Respondents and their staff repeatedly assured Ms. Miller before and during her visit that multiple vacant units were available (*see id.* at 113:7–8 (Ms. Miller testifying that Respondents' staff "did tell me . . . they had apartments at the time"); *id.* at 208:1–3 (Mr. Raghubar asking if Ms. Miller was aware that "a realty company doesn't have, normally I should say, doesn't have just one vacancy, they might have a multitude of vacancies?")). In their interactions with Ms. Miller, Respondents never referenced or showed Ms. Miller any specific unit in any specific building. (*Id.* at 207:24–25 (Mr. Raghubar: "Did I show you any apartment?" Ms. Miller: "No sir.")).

Given City Council's stated intent to only limit the application of Local Law 10 for a narrow category of small landlords,[11] the five-unit exemption's narrow scope, N.Y.C. Admin. Code § 8-107(5)(o), and the instruction that a broker or housing provider would not be covered by the exemption if they rent or control at least one building with six or more units, *see id*. § 8-107(5)(o)(ii), it would be contrary to the legislative intent and broad construction of the City Human Rights Law to shield from liability a licensed real estate broker offering a broad range of services before a specific unit was ever mentioned.

The Commission thus finds that Respondents are covered entities under the City Human Rights Law.[12] *See* N.Y.C. Admin. Code § 8-102 (defining "covered entity" to include any person

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[11] *See* Press Release; N.Y.C. Council Rep., Int. No. 61-A, at 14 ("The bill's provisions do not apply to small housing accommodations . . . that contain a total of five or fewer units, with two exceptions.").

[12] This conclusion is consistent with prior cases. *See, e.g.*, *Comm'n on Human Rights ex rel.. Rojas*, OATH Index No. 2153/17, Comm'n Dec. & Order, 2019 WL 2252369, at *4–5 (May 16, 2019) (finding a NYCHRL violation where broker denied voucher holder the opportunity to rent a specific apartment without ever addressing the small buildings exemption); *Comm'n on Human Rights ex rel. Agosto v. American Constr. Assocs.*, OATH Index No. 1964/15, Amended Comm'n Dec. & Order, 2017 WL 1335244, at *6 (Apr. 5, 2017) (addressing but declining to apply exemption where building owner refused to accept a voucher for a specific unit in a building that contained

"required to comply with any provision of section 8-107"); *Id.* § 8-107(5) (prohibiting various forms of housing discrimination by brokers as persons "having the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation").

ii. Source of Income Discrimination

It is undisputed that Ms. Miller held a FHEPS voucher at the time of the alleged discrimination. (*See* Compl. ¶ 1; Tr. vol. 2, 109:16, 225:16–17). Under the City Human Rights Law, Ms. Miller's status as a FHEPS voucher recipient and her attempt to use that voucher to secure housing entitled her to protection against discrimination based on her lawful source of income. *See* N.Y.C. Admin. Code § 8-102; *see also Howe*, 2016 WL 1050864, at *5 (finding that petitioner established complainant as "a member of a protected class under the NYCHRL based on his attempt to use a Section 8 voucher to obtain housing").[13]

The Commission now turns to Respondents' specific actions. Respondents have been charged with "refus[ing] to rent" to Ms. Miller, *id.* § 8-107(c)(1), and discriminating against her in the "terms, conditions or privileges" of a rental, *id.* § 8-107(a)(1)(b), based on her lawful source of income. (Compl. ¶¶ 11, 12).

The Commission finds that Respondents discriminated against Ms. Miller by refusing to work with her because she had a housing voucher. The fact that Mr. Raghubar claims his true concern was that the voucher was administered by a nonprofit he did not like—which is not supported by the evidence—does not change that Ms. Miller's plan to use a voucher was a proximate cause of ending his business interaction with her, without showing her any apartments or making further arrangements to do so, and thereafter refusing to return any of her calls. Indeed, he admits that he did not want to rent to her because she had a housing voucher—the specific contours of why he disliked her housing voucher are irrelevant. Respondents' conduct constitutes direct evidence of lawful source of income discrimination that qualifies as both a refusal to rent, N.Y.C. Admin. Code § 8-107(5)(c)(1), and discrimination in the terms, conditions, and privileges of a rental, *id.* § 8-107(5)(a)(1)(b).[14] *See, e.g.*, *Agosto*, 2017 WL

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more than six units); *Howe*, 2016 WL 1050864, at *5 (finding that small buildings exemption did not apply where respondent admitted to being a real estate brokerage and did not deny the complaint allegation that it had the right to sell, rent, or lease at least one building with six or more units); *Comm'n on Human Rights v. Shahid*, OATH Index No. 1381/13, Rep. & Rec., at 2–3 (May 13, 2013) (addressing but declining to apply exemption where a building owner unlawfully posted a "no vouchers" advertisement for a specific apartment located in the owner's eight-unit residential rental building), *adopted*, Comm'n Dec. & Order, 2013 WL 5912811 (July 26, 2013).

[13] While the Commission notes that the Third Judicial Department recently held that a similar provision of the New York State Human Rights Law could not be used to compel landlords to accept Section 8 vouchers over those landlords' Fourth Amendment challenges, *see People v. Commons West, LLC*, 254 N.Y.S.3d 276, 282-83 (3d Dep't 2026), that decision is inapposite for a variety of reasons, including that brokers do not possess the Fourth Amendment rights at issue in *Commons West*.

[14] Unlike the R&R suggests (*see* R&R at 17–18), the Bureau was not required to assert a claim under Section 8-107(c)(2) to establish a NYCHRL violation on the facts of this case. Although the Commission could consider a claim that was not explicitly stated in a complaint by establishing that the affected respondents received proper notice of the factual allegations supporting said claim, *see, e.g.*, *Townsend v. Benjamin Enters., Inc.*, 679 F.3d 41, 57 (2d Cir. 2012); *Diaz-Roa v. Hermes L., P.C.*, 757 F. Supp. 3d 498, 559 (S.D.N.Y. 2024), this is unnecessary here

1335244, at *6 (finding a NYCHRL violation where landlord refused to rent to applicant who attempted to use a voucher as a security deposit); *Howe*, 2016 WL 1050864, at *5 (finding NYCHRL violations where broker refused to show rental properties to applicant intending to use Section 8 voucher to pay rent); *L.C.*, 987 F. Supp. 2d at 404–05 (finding a NYCHRL violation where applicants on public assistance were required to provide additional documentation before corporate landlord would show them available units).

Moreover, Mr. Raghubar's trial testimony revealed clear animus toward Ms. Miller's family and other families with FHEPS vouchers:

> And I don't know if you guys know a shelter is literally like a free apartment. That's how it's been for like two decades. It's been like that and as a matter of fact, when you have FHEPS, if you're going to be evicted and you successfully get the voucher like Ms. Miller did, you can take that voucher and go into the free apartment [i.e., shelter housing]. **The only reason that you don't do that is if you don't need that free apartment**.

(Tr. vol. 2, 265:15–21 (emphasis added)). His testimony—that any family seeking to use their housing voucher to rent a private apartment (exactly what housing vouchers were created to enable) does not actually need that voucher—appears to imply that Ms. Miller was somehow cheating the system or did not deserve to rent the apartment she sought.

This evidence is sufficient to end the analysis. *See Short v. Manhattan Apartments, Inc.*, 916 F. Supp. 2d 375, 397 (S.D.N.Y. 2012) (stating that where direct evidence is provided, the *McDonnell Douglas* burden-shifting framework does not apply to NYCHRL source of income claims).

However, Mr. Raghubar's dubious complaints about CAMBA, a nonprofit organization with no apparent relation to Ms. Miller's situation or her voucher, are not credible and appear to be pretext for discrimination. *See, e.g.*, *Ripoli v. Dep't of Hum. Servs.*, 123 F.4th 565, 576 (1st Cir. 2024) (finding that the fact that a new, similar role was created two days after employee's termination from agency raised inference of pretext for gender discrimination regarding agency's "stated 'efficiency' rationale"); *Rinsky v. Cushman & Wakefield, Inc.*, 918 F.3d 8, 30 (1st Cir. 2019) (upholding lower court's finding of pretext for age discrimination where employer allowed employee to "think he had permission to transfer, waited until he moved to Boston and his [significantly younger] replacement was trained, and then used the move as a pretense to fire him"). Ms. Miller's voucher lists a different nonprofit named Queens Community House (*see* Pet. Ex. 2), and she never mentioned CAMBA to Mr. Raghubar—indeed, she testified credibly

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based on a reasonable reading of the NYCHRL provisions currently in dispute, *cf. L.C. v. LeFrak Org., Inc.*, 987 F. Supp. 2d 391, 405 (S.D.N.Y. 2013) (interpreting the words "otherwise deny or withhold" in Section 8-107(5)(a) to cover "the imposition of burdensome application procedures, delaying tactics, and the discouragement of applicants[,]" consistent with federal appellate interpretation of the Fair Housing Act and City Council's mandate of giving the broadest reasonable interpretation to the NYCHRL (citing *Corey v. U.S. Dep't of Hous. & Urban Dev.*, 719 F.3d 322, 326 (4th Cir. 2013)).

that she had never heard of CAMBA before Mr. Raghubar started complaining that he could not help her because he did not like working with the organization (Tr. vol. 2, 119:3–12).[15]

The R&R incorrectly credits Mr. Raghubar's statement that he did not like working with CAMBA as a valid non-discriminatory rationale for refusing to work with Ms. Miller without addressing the contradictory evidence in the record that an entirely different organization was managing Ms. Miller's voucher. The Commission overturns the ALJ's factual conclusion that Respondents' behavior was motivated by Mr. Raghubar's dislike of a particular organization, while noting that such motivation would nevertheless constitute source of income discrimination if it results in a complete denial of service to a voucher holder. It is much more likely that Mr. Raghubar did not want to work with Ms. Miller because she had a voucher, and so he simply invented a pretext to get her out of his office by implying that he would transfer her voucher to a different organization and then refusing to return her phone calls or ever contact her again. As the Supreme Court has indicated, the very heart of pretext analysis is evaluating the truth of a purported non-discriminatory reason for a contested action:

> The factfinder's disbelief of the reasons put forward by the defendant (particularly if disbelief is accompanied by a suspicion of mendacity) may, together with elements of the *prima facie* case, suffice to show intentional discrimination. Thus, rejection of the defendant's proffered reason will permit the trier of fact to infer the ultimate fact of intentional discrimination.

St. Mary's Honor Ctr. v. Hicks, 509 U.S. 502, 511 (1993); *see also Reeves v. Sanderson Plumbing Prods., Inc.*, 530 U.S. 133, 147 (2000) ("In appropriate circumstances, the trier of fact can reasonably infer from the falsity of the explanation that the [decisionmaker] is dissembling to cover up a discriminatory purpose."); *Dister v. Cont'l Grp., Inc.*, 859 F.2d 1108, 1113 (2d Cir. 1998) (stating that pretext can be established by "a showing that the 'asserted neutral basis was so ridden with error' that the [decisionmaker] obviously could not honestly have relied on it" (internal citation and quotation marks omitted)). Mr. Raghubar's testimony at trial, combined with his actions throughout the course of the Bureau's investigation and the proceedings before OATH, provides the Commission with significant suspicion of his deceit.

However, even if Mr. Raghubar's excuse was credible, this conduct would nevertheless constitute unlawful source of income discrimination. It is unlawful to refuse to work with an individual whose housing voucher is being administered by a specific organization, such that the individual is completely denied housing opportunities, including even the opportunity to see prospective housing or speak with the broker again. Respondents unlawfully restricted Ms. Miller's access to their real estate broker services because she planned to use a particular type of voucher, which constitutes discrimination based on her lawful source of income. In any event, any complaints that Respondents might have about a particular organization being difficult to work with is irrelevant, as the "administrative burden" that a housing voucher may place on a

[15] The R&R notes this discrepancy without resolving it. (*See* R&R at 16).

landlord or broker does not constitute a lawful defense to the City Human Rights Law's protections against source of income discrimination. *See, e.g.*, *Short*, 916 F. Supp. 2d at 398 (crediting plaintiffs' view that allowing an administrative burden defense would "effectively nullify the NYCHRL's source-of-income provisions" because City Council explicitly requires liberal construction of the NYCHRL and knowingly omitted such a defense from Local Law 10); *Cales v. New Castle Hill Realty*, No. 10 Civ. 3426(DAB), 2011 WL 335599, at *5 (S.D.N.Y. Jan. 31, 2011) ("New York courts interpreting Local Law 10 have consistently held that landlords and agents cannot avoid liability for refusing to participate in government housing programs by claiming that the terms of or burdens imposed by a voucher program are undesirable.").[16]

For these reasons, the Commission finds that Respondents violated the City Human Rights Law by refusing to rent to Ms. Miller, and by discriminating against her in the terms, conditions, or privileges of said rental, based on her lawful source of income.

b. Gender, Pregnancy, Marital Status, and the Presence of Children

Under the City Human Rights Law, real estate brokers cannot "refuse to rent" to a person or "discriminate against any such person in the terms, conditions or privileges" of a rental because of the person's "actual or perceived . . . gender, . . . marital status, . . . or because children are, may be or would be residing with such person." N.Y.C. Admin. Code § 8-107(5)(a)(1)(b), (c)(1).

The Commission agrees with the R&R's conclusion that the Bureau established a *prima facie* case of housing discrimination based on Ms. Miller's gender, pregnancy, marital status, and the presence of her children. (*See* R&R at 18–19). *See also* N.Y.C. Admin. Code § 8-107(5)(a)(1)(b), (c)(1). Mr. Raghubar asked Ms. Miller if she was pregnant, then made disparaging comments in front of her young child that "landlords are not idiots, and they know [your] baby father . . . is going to come to the apartment" (Tr. vol. 2, 113:9–25; Compl. ¶ 6), presumably implying that she was attempting to deceive him or future landlords by looking for an apartment while pregnant and single.

While a broker may ask about an applicant's family size in some circumstances without running afoul of the City Human Rights Law, it is plainly discriminatory to convey judgmental assumptions and disparaging remarks based on a person's actual or perceived pregnancy and/or marital status. The harmful impact of these statements is compounded by Mr. Raghubar's reference to Ms. Miller's status as a single mother and the insulting suggestions about her relationship with a current or former partner, that partner's role in the family, or the impliedly disruptive nature of that partner's potential visit to her future apartment. These comments convey that Ms. Miller's protected characteristics make her an unwelcome, unsuitable, or undesirable

[16] *See also* N.Y.C. Council Rec., Int. No. 61-A (Mar. 26, 2008), https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=445504&GUID=9169F46F-40C0-4F3D-BCF4-AE4036D9A40A&Options=&Search= (last visited Feb. 24, 2026) (overriding a mayoral veto to enact Local Law 10 where veto was explicitly motivated by administrative and financial burdens on landlords).

rental tenant. As such, the Commission finds that Respondents violated the City Human Rights Law's prohibitions on discrimination based on gender, pregnancy, marital status, and the presence of her children.

V. DAMAGES, CIVIL PENALTIES, AND AFFIRMATIVE RELIEF

Where the Commission finds that respondents have engaged in an unlawful discriminatory practice, the City Human Rights Law authorizes the Commission to order respondents to cease and desist from such practices and take actions that effectuate the purposes of the NYCHRL. N.Y.C. Admin. Code § 8-120(a). The Commission may also award damages to complainants, *id.* § 8-120(a)(8), and impose civil penalties of up to $125,000 per discriminatory act, or up to $250,000 per discriminatory act where the Commission determines that the unlawful conduct is willful, wanton, or malicious, *id.* § 8-126(a).

A. Compensatory Damages

"Compensatory damages, including emotional distress damages, are intended to redress a specific loss that the complainant suffered by reason of the respondent's wrongful conduct." *Howe*, 2016 WL 1050864, at *6–7. To support an award of emotional distress damages, the record "must be sufficient to satisfy the Commissioner that the mental anguish does in fact exist, and that it was caused by the act of discrimination." *Comm'n on Human Rights ex rel. Joo v. UBM Bldg. Maint. Inc.*, OATH Index No. 384/16, Comm'n Dec. & Order, 2018 WL 6978286, at *9 (Dec. 20, 2018). An award for compensatory damages may be premised on the complainant's credible testimony alone, or other evidence including testimony from other witnesses, circumstantial evidence, and objective indicators of harm, such as medical evidence. *See Agosto*, 2017 WL 1335244, at *7 (collecting cases). The NYCHRL places no limitation on the size of compensatory damages awards, *see* N.Y.C. Admin. Code § 8-120(a)(8), and courts have consistently recognized the Commission's "special experience in weighing the merit and value of mental anguish claims." *Automatic Meter Reading Corp. v. New York City*, 114 N.Y.S.3d 575 (Table), 2019 WL 1475080, at *10 (Sup. Ct. 2019) (quoting *Matter of Cutri v. Comm'n on Human Rights*, 113 A.D.3d 608, 608 (2d Dep't 2014)). In assessing compensatory damages in a particular case, the Commission evaluates the nature of the violation, the amount of harm indicated by the evidentiary record, and awards that have been issued for similar harms. *Nieves*, 2019 WL 2252369, at *6; *see also Ondaan*, 2020 WL 7212457, at *13 ("The relevant comparison, however, is not the context in which the discrimination occurred—be it housing, employment, or public accommodation—but, rather, the nature of the complainant's emotional harm, as evidenced in the record.").

i. Emotional Distress

Seeking housing in New York City can be an incredibly stressful experience for anyone, but it is evident that when Ms. Miller encountered Respondents, she was facing an unusual amount of stress, and the impact of Respondents' unlawful conduct has had acute and longlasting effects. *See, e.g.*, *Stampf v. Long Island R.R. Co.*, 761 F.3d 192, 207 n.5 (2d Cir. 2014) ("[A] defendant must take a plaintiff as [he] finds [her] and, therefore, is responsible for the harm [he] inflicts on a person even if that harm is exacerbated by the person's unknown infirmities." (internal citations omitted)). At the time of the events in question, Ms. Miller credibly testified that she was under extraordinary pressure because she was being evicted with only a few weeks left to find housing, her baby was due in June, and she had limited time to use her voucher. (*See* Tr. vol. 2, 104:2–105:10, 106:2–17, 116:4–22, 122:12–20; Pet. Ex. 2 (indicating that Ms. Miller was required to secure an apartment and receive final approval of her FHEPS application by August 7, 2018 to join the FHEPS program)). These circumstances must be considered when determining appropriate emotional distress damages. *See Agosto*, 2017 WL 1335244, at *9 (finding that the "objective circumstances" of the case were relevant to assessing complainant's emotional distress damages).

Given the circumstances, Ms. Miller testified that she was incredibly excited to finally make progress toward new housing for her family by connecting with Respondents, who repeatedly assured her that vacancies were available and encouraged her to visit the brokerage that same day. (Tr. vol. 2, 111:19–112:6, 112:23–113:8). With a sense of urgency and great anticipation, Ms. Miller and her three-year-old traveled about two hours to visit Respondents' brokerage (*id.* at 111:19–112:3), only to be insulted because of her pregnancy and perceived marital status, and then ultimately turned away because of her housing voucher (*see id.* at 113:9–114:6, 118:24–120:25). In light of Ms. Miller's urgent and precarious situation at the time, she credibly testified that she found this turn of events devastating, leaving her feeling depressed, anxious, and unwilling to admit to receiving any form of public assistance in the future, even if that meant forgoing the monthly rental assistance of $1,534 that she was being offered by the City of New York. (*Id.* at 121:12–122:9, 122:21–123:19, 152:14–153:13).

When Mr. Raghubar "never returned" her calls and she realized that Respondents were not going to help her, Ms. Miller felt "depressed" and "really hurt[,]" but she had to continue her housing search so that her family would have a place to live before the impending eviction deadline and her June due date. (*Id.* at 121:5–24).

On June 1, 2018, Ms. Miller signed a year-long lease, paying the first month's rent and a security deposit in cash at the time of the lease's signing. (Pet. Ex. 5; Tr. vol. 2, 145:1–3). She was ultimately forced to accept a less suitable apartment in Brooklyn, far away from her established community and support system in Queens, where she had lived since immigrating to the United States in 2003. (Tr. vol. 2, 129:21–130:23). As a result of the relocation, Ms. Miller spent much more time commuting to work in Queens and her eldest child was required to take two trains and a bus to attend his high school in Long Island City for over a year. (*Id.* at 135:11–136:2). Ms. Miller testified credibly that she felt that their Brooklyn neighborhood was unsafe (*see id.* at 130:24–131:16, 142:20–143:14), the apartment was unsanitary and some of their major appliances did not work (*id.* at 142:12–19), and her children missed their friends and life in Queens (*see id.* at 136:3–17, 136:18–137:1, 141:17–142:7), all of which compounded her emotional distress. *See, e.g.*, *Nieves*, 2019 WL 2252369, at *7 (collecting cases) ("It is well-established that a parent's emotional distress may be compounded due to concern for the welfare of their family."). As a result of her experience with Respondents, Ms. Miller has accepted years of substandard apartment conditions because she is too afraid to even try to find another apartment. (Tr. vol. 2, 142:8–19 (Ms. Miller testifying that despite "the rodents, the rats, [and] the roach[es]" and her broken refrigerator, she "just settle[s] for whatever is going on at the moment"), 142:20–143:10 (Ms. Miller testifying that despite feeling unsafe in her current neighborhood, trying to move would mean "I probably would have to get another voucher . . . . So I just live in the current situation now")). *See also Howe*, 2016 WL 1050864, at *7 (discussing that complainant was "forced to accept a substandard apartment" in evaluation of emotional distress damages).

At the time of trial, Ms. Miller continued to struggle to afford her rent each month, providing a constant reminder of the now-expired FHEPS voucher she was never able to use. (Tr. vol. 2, 145:1–16). She also vowed to never use a voucher again because of her experience with Respondents. (*Id.* at 123:12–19). On multiple occasions, she has discussed the impact of Respondents' discrimination in therapy, and she continued to seek treatment and medication for anxiety and depression exacerbated by the stress of her housing situation at least through the time of trial, six years after seeking an apartment through Respondents' brokerage. (*See id.* at 145:17–147:4).

The Commission finds that the evidence supports an emotional distress damages award of $65,000. *See, e.g.*, *Comm'n on Human Rights ex rel. Desir v. Walter*, OATH Index No. 1253/19, Comm'n Dec. & Order, 2020 WL 1234455, at *8–10 (Mar. 2, 2020) (awarding $50,000 in emotional distress damages where transgender complainant was denied housing and sexually harassed, which caused her to experience significant emotional distress, including suicidal ideation); *Presumey v. Town of Greenwich Bd. of Educ.*, No. 3:15cv278 (DFM), 2018 WL 2694442, at *6 (D. Conn. 2018) (awarding $75,000 in emotional distress damages where plaintiff "suffered great anguish about providing for her child[,]" "spoke credibly about her desperation, anxiety[,] and humiliation[,]" and was "prescribed medication to treat her symptoms"); *Cross v. New York City Transit Auth.*, 417 F.3d 241, 259 (2d Cir. 2005) (upholding awards of $50,000 in emotional distress damages where neither plaintiff sought medical treatment but each "testified to specific humiliation, anger, and frustration experienced as a result of defendants' age discrimination"); *Banai v. Sec'y, U.S. Dep't of Hous. & Urb. Dev.*, 102 F.3d 1203, 1208 (11th Cir. 1997) (affirming award of $70,000 in compensatory damages to couple who experienced "humiliation, embarrassment, anger, inconvenience, and lost housing opportunity" because of race-based housing discrimination (internal quotation marks omitted)).

Although Ms. Miller provided medical evidence of her emotional distress, including evidence that she was diagnosed with anxiety and depression and was taking psychiatric medication, it is worth noting that medical evidence is not required to support the Commission's award of damages. Indeed, there is no categorical limitation on the amount of damages that can be awarded in a particular case because medical evidence was or was not provided. Damages can be proven by testimony alone, as well as inferred from the circumstances of a case. *See, e.g.*, *Nieves*, 2019 WL 2252369, at *7 ("While Complainant's testimony about his experiences of emotional distress is somewhat limited, the Commission is also informed by evidence of the objective circumstances of his experience."); *Seaton v. Sky Realty Co., Inc.*, 491 F.2d 634, 636 (7th Cir. 1974) (finding that "humiliation can be inferred from the circumstances" in evaluation of compensatory damages).

In litigation, it has unfortunately become far too common for respondents or defendants to demand that a complainant or plaintiff limit their demand to a lower tier of damages or sign broad medical information releases or otherwise respond to extensive and intrusive medical or psychiatric discovery, including psychiatric, therapeutic, and prescription records, even where the complainant or plaintiff has indicated that they do not intend to rely on any medical or psychiatric records to support their emotional distress claims. Such complainants are then put into an impossible situation: offer up their entire psychiatric or medical history for scrutiny, or agree to be relegated to a lower tier of damages, regardless of the severity of the discriminatory conduct in question or its effects.

At times, courts have encouraged this behavior from litigants by categorizing emotional distress damages based on the presence or absence of medical evidence. This is inappropriate under the City Human Rights Law and disadvantages some litigants as compared with others, regardless of the severity of the discriminatory conduct in question or its effects. Among other things, this results in skewed and unequal administration of justice. For example, individuals who may have disabilities or medical conditions that they do not want to broadcast in litigation due to social stigma or prejudice are effectively barred from seeking damages appropriate to the circumstances, even in cases where the documented harm is clearly egregious or the respondent's conduct shocks the conscience. Similarly, such a system means that only individuals with sufficient access to health care, or who do not face social, religious, or cultural stigma when seeking mental health services or psychiatric care, are able to seek the full measure of damages to which they may be entitled, while others who experienced identical conduct—even where they may be equipped with significant documentation of the harm caused by that conduct (e.g., their own testimony, the testimony of family, friends, or other confidantes, as well as the objective circumstances of the case)—would be categorically barred from receiving the same level of compensation, simply because they did not wish to subject their full medical and psychiatric records to scrutiny in litigation.

The reality is that there are no specific categories of damages which are foreclosed to individuals who do not submit medical or psychiatric evidence into the record, as reflected in a review of relevant Second Circuit cases. *See, e.g.*, *Lore v. City of Syracuse*, 670 F.3d 127, 177 (2d Cir. 2012) ("In *Meacham,* in which the emotional distress damages were awarded under the [New York State Human Rights Law], we rejected the defendant's contention that those damage awards, for garden variety emotional distress claims, should have been reduced to between

$5,000 and $30,000." (internal quotation marks omitted) (citing *Meacham v. Knolls Atomic Power Lab'y*, 381 F.3d 56, 77 (2d Cir. 2004) (affirming an award of $125,000 where emotional distress was proven with testimony alone), *vacated and remanded for further consideration on other grounds*, 544 U.S. 957 (2005))). *See also* Armen H. Merjian, *Nothing "Garden Variety" About It: Manifest Error and Gross Devaluation in the Assessment of Emotional Distress Damages*, 70 SYRACUSE L. REV. 689, 696–705, 705 n.111 (2020) (collecting Second Circuit cases upholding six-figure awards of emotional distress damages proven without relying on medical evidence), https://lawreview.syr.edu/wp-content/uploads/2020/12/689-730-Merjian.pdf. Even if federal courts did impose such limits on emotional distress damages, the City Human Rights Law cannot because it must be "construed liberally for the accomplishment of the uniquely broad and remedial purposes thereof, regardless of whether federal or New York state civil and human rights laws, including those laws with provisions worded comparably to provisions of [the NYCHRL], have been so construed." N.Y.C. Admin. Code § 8-130(a). *See also* Local Law No. 85 § 1 (2005) (stating that "similarly worded provisions of federal and state civil rights laws [are] a floor below which the [NYCHRL] cannot fall, rather than a ceiling above which the local law cannot rise"). Such limitations on emotional distress damages are contrary to the City Human Rights Law's express intent and its uniquely broad and remedial scope. *See, e.g.*, Armen H. Merjian, *Nothing "Garden Variety" About It: Manifest Error and Gross Devaluation in the Assessment of Emotional Distress Damages*, 70 SYRACUSE L. REV. 689, 722 ("[B]ecause the rights afforded therein are statutory and involve[] a vindication of a public policy [and] a particular individual's rights, an aggrieved individual need not produce the quantum and quality of evidence to prove compensatory damages under the NYCHRL that would be required, for example, under traditional common law tort principles." (quoting *Agosto*, 2017 WL 1335244, at *8)).

Under the City Human Rights Law, when a complainant wishes to prove their distress by relying on their own testimony, the testimony of other relevant witnesses, and/or the objective circumstances of their case, and declines to introduce medical evidence or sign blanket medical information releases in discovery, that complainant *is not* barred from seeking any amount of emotional distress damages, nor is an adjudicator categorically limited in the amount of damages that can be awarded. Adjudicators must instead look at all the evidence presented to them and weigh that evidence when determining appropriate awards of emotional distress damages.

The objective circumstances of Ms. Miller's situation and her credible, compelling testimony illustrate the harmful impacts of Respondents' actions. As a pregnant mother of three being evicted from her home within a few weeks and a child due any day, Ms. Miller experienced acute stress for two months as she desperately tried to secure housing for her family. When she finally thought she had found a broker who could get her into an apartment, she was turned away because of her housing voucher and her family composition. This experience left her so distraught that she gave up on using her housing voucher entirely, forgoing over $1,500 in monthly rental assistance that the City of New York was willing to provide to her family, for fear that even mentioning a housing voucher (or any other form of public assistance) would also cause other brokers to turn away from her. As a result, she was forced to find a substantially cheaper apartment that she still struggles to afford, far from her family, friends, and support network, as well as her job and her children's schools. The conditions of their apartment and neighborhood have left Ms. Miller feeling unsafe and dismayed about the limitations of the life she has been able to provide for her children. She testified movingly to the distress she continues to feel whenever she thinks about the future her family lost when Respondents turned her away because of her housing voucher. With or without medical documentation, these facts warrant the Commission's award of $65,000 in emotional distress damages.

ii. Lost FHEPS Voucher

As outlined above, the evidence shows that Respondents' unlawful conduct discouraged Ms. Miller from ever again trying to use her housing voucher to secure a new apartment for her family. This caused Ms. Miller's housing voucher to expire without ever being utilized. The Commission finds that Respondents should also pay Ms. Miller a total of $36,816, an amount equivalent to two years of rental assistance under her lost, expired FHEPS voucher, to account for the year of rental assistance she was entitled to receive at the time of Respondents' discrimination, (Pet. Ex. 2); *see, e.g.*, *Chisolm v. Liberty Lines Transit Inc.*, No. 08 Civ. 7894(GAY), 2013 WL 452408, at *5 (S.D.N.Y. Feb. 6, 2013) (awarding one year of back pay "to completely redress the economic injury the plaintiff has suffered as a result of discrimination[,]" running from the date of discrimination until the date of adjudication (internal marks omitted)); *Chisholm v. Memorial Sloan-Kettering Cancer Ctr.*, 824 F. Supp. 2d 573, 577 (S.D.N.Y. 2011) (jury awarded four years of back pay), and an additional year of rental assistance that she was likely to receive upon FHEPS renewal,[17] *cf. Padilla v. Metro-North Commuter R.R.*, 92 F.3d 117, 125–26 (2d Cir. 1996) (describing front pay as a discretionary remedy that "serves a necessary role in making victims of discrimination whole . . . where the factfinder can reasonably predict that the plaintiff has no reasonable prospect of obtaining comparable alternative[s]" (internal marks omitted)); *Chisholm*, 824 F. Supp. 2d at 578 (awarding two years of front pay in case involving retaliation claims under Title VII, NYSHRL, and NYCHRL); *Farley v. Nationwide Mut. Ins. Co.*, 197 F.3d 1322, 1338, 1340 (11th Cir. 1999) (affirming award of one year of front pay in case involving ADA and ADEA discrimination and retaliation claims); *Barbour v. Merrill*, 132 F.3d 1480 (Table) (D.C. Cir. 1997) (affirming award of one year of front pay in race discrimination case).

B. Civil Penalties

In assessing whether the imposition of civil penalties will vindicate the public interest, the Commission may consider several factors, including, but not limited to: (1) respondents'

[17] *See* Family Homelessness & Eviction Prevention Supplement (FHEPS) Fact Sheet, N.Y.C. DEP'T OF HUM. RES. ADMIN., at 2 (Aug. 20, 2025), https://www.nyc.gov/assets/hra/downloads/pdf/FHEPS/HRA-146r-E.pdf ("Eligible families can get FHEPS for up to five years. You can apply for an extension of FHEPS if you still need help.").

financial resources; (2) the sophistication of respondents' enterprise; (3) respondents' size; (4) the willfulness of the violation; and (5) the impact on the public of issuing civil penalties. *Joo*, 2018 WL 6978286, at *10 (collecting cases). The Commission also considers the extent to which respondents cooperated with the Bureau's investigation and the proceedings at OATH, as well as the amount of remedial action that respondents may have already undertaken. *Agosto*, 2017 WL 1335244, at *11 (collecting cases).

Based on its review of the evidentiary record, prior precedent, and the potential impact of further discrimination on the public, the Commission finds that Respondents should pay a civil penalty of $45,000.

Respondents repeatedly acted in bad faith by refusing to cooperate with the Bureau's investigation or requests for discovery and deliberately misleading OATH at trial. (*See* Pet. Comments[18] at 11–12). *See also Agosto*, 2017 WL 1335244, at *12–13 (issuing a $20,000 civil penalty against "mid-size housing providers who have completely failed to cooperate in the litigation process" and pose a real threat to New York City residents). Each stage of this case was significantly undercut by Respondents' failure to participate consistently, produce any documentary evidence, or provide credible testimony, all of which reveal both an attempt to evade responsibility and a "rudimentary understanding of the adversarial process." *Comm'n on Human Rights v. Coticelli*, OATH Index No. 970/11, Rep. & Rec., at 8 (Aug. 19, 2011), *adopted*, Comm'n Dec. & Order, 2011 WL 7809913 (Nov. 21, 2011).

The Commission also finds that there is no evidence that Respondents attempted to mitigate or remedy their discriminatory conduct. *Contra Rent The Bronx*, 2011 WL 13606431, at *15 (recommending a reduced civil penalty where respondent removed the discriminatory ad and took responsibility for his actions), *with Comm'n on Human Rights v. Britati Realty, Inc.*, OATH Index No. 778/13, Rep. & Rec., at 9 (May 21, 2013) (no reduction for mitigation where respondents failed to appear and offer a defense), *adopted*, Comm'n Dec. & Order (Oct. 31, 2013). On the contrary, Mr. Raghubar showed no remorse for his actions or how they affected Ms. Miller, even implying that Ms. Miller should have moved her family into shelter and that her refusal to do so indicated that she "d[id]n't need [a] free apartment." (Tr. vol. 2, 265:15–21).

Respondents' discriminatory conduct was not limited to Ms. Miller's lawful source of income. Mr. Raghubar also subjected Ms. Miller to discriminatory comments about her family size and marital status, as well as inappropriate questions about her pregnancy in the presence of one of her minor children. At trial, Mr. Raghubar justified his comments as a lawful inquiry into Ms. Miller's family size, which indicates that he did not believe his actions were harmful or illegal. While Mr. Raghubar is the only individual accused of discrimination, as the principal of

[18] Citations to "Pet. Comments" refer to the Bureau's comments on the July 31, 2024 Report and Recommendation, filed with the Commission via email on February 21, 2025.

the brokerage, his actions set the tone for what his employees, real estate agents, independent contractors, and subcontractors consider to be appropriate, lawful conduct.

There is a lack of credible evidence about Respondents' size, financial resources, or sophistication, a problem greatly exacerbated by Respondents' refusal to Answer the Complaint or otherwise engage meaningfully in the Bureau's investigation and pre-trial proceedings at OATH. (*See* discussion *supra* Part III, Section IV.A). At trial, Mr. Raghubar claimed that he and his brokerage had earned little to no money in recent years, and he claimed not to know whether any tax returns had been filed on behalf of the brokerage for any year prior to 2024. (*See, e.g.*, Tr. vol. 2, 250:23–251:18, 258:3–15, 258:20–259:23). However, Mr. Raghubar also testified at length about his supposed in-depth knowledge of the New York City housing voucher system (*see, e.g.*, *id.* at 221:15–21 ("I've helped families through every single one of these iterations of these vouchers.")), indicating that he is a sophisticated party. While the Commission will consider a respondent's size and resources when determining appropriate civil penalties, the Commission will not allow Respondents to benefit from their own refusal to provide evidence of Respondents' size or financial situation by refusing to engage with the Bureau's investigative process or OATH's discovery processes. Respondents cannot hide admissible evidence that only they can access, then seek to benefit from the absence of such evidence.

The Commission's assessment of civil penalties is informed by "a strong public interest in discouraging source of income discrimination, especially in the context of New York City's current affordable housing crisis. Individuals who are eligible for housing subsidies make up some of the City's most vulnerable residents, which makes the discrimination that they face particularly harmful." *Nieves*, 2019 WL 2252369, at *9 (quoting *Howe*, 2016 WL 1050864, at *9). Since source of income discrimination continues to frustrate the goals of the City's housing subsidy programs, serious enforcement of source of income protections is important to bolster "the City's efforts to combat homelessness and to keep pace with the high demand for affordable housing." *Id.* (quoting *Agosto*, 2017 WL 1335244, at *12). There is also a strong public interest in stamping out all forms of gender-based discrimination. *See, e.g.*, *Cazares*, 2025 WL 897951, at *16 (increasing civil penalty from $15,000 to $50,000 based on the willful nature of respondents' pregnancy discrimination and lack of full or consistent participation in the case). As real estate brokers, Respondents encounter a high volume of applicants, many of whom are voucher holders given Respondents' alleged focus on this group of housing seekers. If Respondents continue to discriminate against vulnerable housing seekers, they could severely limit access to large sectors of the housing market for countless New Yorkers, which is an unacceptable result under the City Human Rights Law.

Based on a review of prior precedent, the circumstances of this case, and the critical importance of addressing housing discrimination based on lawful source of income, gender, pregnancy, marital status, and the presence of children, the Commission finds that a civil penalty of $45,000 is warranted.

C. Affirmative Relief

The NYCHRL authorizes the Commission to require affirmative measures, including trainings, to prevent further discrimination. N.Y.C. Admin. Code § 8-120(a)(4). *See, e.g.*, *Comm'n on Human Rights ex rel. Colon v. Lewis*, OATH Index No. 330/19, 2026 WL 451716, at *17 (Jan. 27, 2026) (collecting cases). While the Bureau did not seek affirmative relief, Respondents have exhibited a limited understanding of their obligations under the City Human Rights Law, and Respondents and their agents may continue to operate in the City's housing market. As such, the Commission orders Respondents to undergo anti-discrimination training on housing offered by the Commission to undergo anti-discrimination training on housing offered by the Commission and to require all real estate agents, employees, independent contractors, and subcontractors to undergo the same. Respondents are also ordered to prominently display the Commission's Notice of Rights Poster in English and Spanish for no less than three years in all their New York City offices.

VI. CONCLUSION

FOR THE REASONS DISCUSSED HEREIN, IT IS HEREBY ORDERED that no later than thirty (30) calendar days after service of this Order, Respondents pay Complainant Miller a total of $101,816 (comprised of $65,000 in emotional distress damages and $36,816 for the value of two years of Ms. Miller's lost voucher) by sending to the New York City Commission on Human Rights, 22 Reade Street, 2nd Floor, New York, New York 10007, Attn: Monitoring Clerk, a bank certified or business check made payable to Patrece Miller, including a written reference to OATH Index No. 2253/24.

IT IS FURTHER ORDERED that no later than sixty (60) calendar days after service of this Order, Respondents pay a civil penalty of $45,000 to the New York City Department of Finance, by sending to the New York City Commission on Human Rights, 22 Reade Street, 2nd Floor, New York, New York 10007, Attn: Monitoring Clerk, a bank certified or business check made payable to the New York City Department of Finance, including a written reference to OATH Index No. 2253/24.

IT IS FURTHER ORDERED that no later than thirty (30) calendar days after service of this Order, Respondents must arrange for themselves and all real estate agents, employees, independent contractors, and subcontractors to attend the Commission's "Human Rights Law and Discrimination in Housing Overview" training. A schedule of available trainings is available at https://www.nyc.gov/site/cchr/community/events-workshops.page, and other trainings can be scheduled by emailing trainings@cchr.nyc.gov. Respondents shall provide proof of attendance to the Commission's Monitoring Clerk no later than seven (7) calendar days after completion of each training by emailing monitoring@cchr.nyc.gov.

IT IS FURTHER ORDERED that no later than thirty (30) calendar days after service of this Order, Respondents post the Commission's Notice of Rights Poster, available at https://www.nyc.gov/site/cchr/law/legal-resources.page#legalnotices and enclosed, in all office locations, on Legal Size (8.5 x 14 inch) paper, in a conspicuous location where it will be visible to patrons seeking housing for a period of three (3) years after the date of this Order.

Failure to comply with any of the foregoing provisions in a timely manner shall constitute non-compliance with a Commission order. In addition to any civil penalties assessed against them pursuant to this Order, Respondents shall pay a civil penalty of $100 per day for every day the violation continues. N.Y.C. Admin. Code § 8-124. Furthermore, failure to abide by this Order may result in criminal penalties. *Id.* § 8-129.

Civil penalties are paid to the general fund of the City of New York.

Dated: New York, New York
August 3, 2026

SO ORDERED:
New York City Commission on Human Rights

Christine Clarke
Commissioner/Chair