

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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LINDSAY BLANKMEYER

Plaintiff

COMPLAINT-
JURY TRIAL

-against-

STONEHILL COLLEGE, INC.

Defendant.
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INTRODUCTION

Like all lawsuits, this lawsuit tells a story. Lindsay Blankmeyer is a young woman who was striving to succeed at Stonehill College (“Stonehill”) despite her diagnoses of depression and attention deficit disorder. Recognizing that at times she needed some additional assistance, Lindsay asked her teachers and school administrators for extra time on exams and papers, which they provided, although at times grudgingly. At first, everything seemed to be going well.

In her senior year, Lindsay started to have problems with her new roommate. The roommate was having online and actual sex right in front of her. Lindsay sought the help from her Resident Director, but he did nothing to alleviate the problem. Finally, when Lindsay’s mental health began to deteriorate due to the problems with her roommate, Lindsay, her parents, and her treating psychiatrist all asked if Lindsay could have a single room as a reasonable accommodation. They sought this reasonable accommodation to prevent what everyone, recognized (everyone but those at Stonehill) as an impending deterioration in Lindsay’s mental health. Stonehill refused Lindsay’s request for a single room and in the following weeks and months Lindsay fell into a dark and suicidal depression requiring her to take a leave of absence from school and undergo extensive psychiatric and medical treatment.

Stonehill's refusal to grant Lindsay the reasonable accommodation of a single room violated the Rehabilitation Act, the federal Fair Housing Act Amendments, as well as Massachusetts anti-discrimination laws.

Due to the unlawful and discriminatory actions of the defendant the plaintiff seeks (1) compensatory damages; and (2) punitive damages.

PARTIES

1. Plaintiff, Lindsay Blankmeyer, is, and was at all times relevant in this complaint, a resident of the State of New York.

2. Defendant, Stonehill College, Inc., is, and was at all times relevant in this complaint, a not-for-profit education entity incorporated in the Commonwealth of Massachusetts who regularly receives federal funding.

JURISDICTION AND VENUE

3. Jurisdiction is conferred upon this court pursuant to the following provisions: 28 U.S.C. § 1331, which authorizes original jurisdiction to the district court of all civil actions arising under the Constitution, laws or treaties of the United States; 28 U.S.C. §1343 (a)(3) which grants jurisdiction to the district court of any action to recover damages or to secure equitable or other relief under an act of Congress providing equal rights of citizens or of all persons within the jurisdiction of the United States.

4. Venue is proper pursuant to 28 U.S.C. §1391(e), which provides that a civil action may be brought in a judicial district in which a substantial part of the events giving rise to the claim occurred.

RELEVANT STATUTORY SCHEME

Fair Housing Act Amendments of 1998

5. The FHAA protects individuals with a handicap, defined as a person who has a physical or mental impairment, which substantially limits one or more of such person's major life activities, has a record of such impairment, or is regarded as having such impairment. 42 U.S.C. § 3602(h).

6. The FHAA prohibits discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap. 42 U.S.C. § 3604(f)(2).

7. The FHAA defines discrimination as, amongst other things, a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(b).

8. Moreover, the FHAA makes it unlawful to coerce, intimidate, threaten, or interfere with any of the rights granted under the FHAA. 42 U.S.C. § 3617.

Rehabilitation Act

9. The Rehabilitation Act makes it illegal for any program or activity receiving federal funds to exclude an individual with a disability from the participation in, or deny the benefits of, a program or activity based solely upon disability. 29 U.S.C. § 794.

10. A disability is defined as an individual with a physical or mental disability which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. 29 U.S.C. § 705(9) (B).

11. A “program or activity” includes a college, university, or other postsecondary institution, which receives federal funds. 29 U.S.C. § 794(b)(2)(A).

12. The regulations accompanying the Rehabilitation Act prohibit the recipient of federal funds from refusing to provide the disabled individual with a reasonable accommodation. 24 C.F.R. §84.12.

Massachusetts Discrimination Law

13. Massachusetts law makes it illegal to discriminate against any person in the sale or lease of a dwelling because an individual suffers from a handicap. MGL 151B §4 (6).

14. Discrimination includes the refusal to make reasonable accommodations in rules, policies, practices or services, when such an accommodation may be necessary to afford the handicapped person equal opportunity to enjoy the dwelling. MGL 151B §4 (7a)(2).

15. The term “handicap” means a physical or mental impairment which substantially limits one or more major life activities of a person, a record of having such impairment; or being regarded as having such impairment. MGL 151B §1 (17).

FACTUAL ALLEGATIONS

16. Lindsay Blankmeyer enrolled as a freshman at Stonehill in September 2007.

17. When she enrolled, Lindsay was aware that she suffered from Depression and Attention Deficit Disorder, but she wanted to see how she would do in school without any sort of additional help in the form of a reasonable accommodation.

18. After her freshman year she realized that she needed extra time on exams and papers. She informed the Office for Academic Accommodations of her diagnoses and her need for a reasonable accommodation.

19. Lindsay provided a letter to Stonehill documenting her diagnoses from her treating psychiatrist.

20. While the symptoms of Lindsay's diagnoses are normally well controlled, at times Lindsay suffers exacerbations of her illness.

21. These symptoms include an inability to concentrate, an inability to sleep, a loss of interest in pursuing all activities, such as getting out of bed, changing clothes, showering, grooming, brushing her teeth, and other activities of daily living.

22. During Lindsay's freshman year she required a brief hospitalization in order to treat an exacerbation of her mental illness.

23. In her senior year, Lindsay had a new roommate, Laura, because her roommate the past few years, a dear friend of Lindsay's, took a leave of absence from school after a suicide attempt.

24. Lindsay quickly had problems with her new roommate. Laura often had overnight guests without asking Lindsay's permission or even informing Lindsay that she would be having guests. Laura would also stay up late with lights on keeping Lindsay awake. Due to her mental illness sleep is often a problem for Lindsay.

25. Stonehill's guest policy is clear. Students are required to obtain permission from their roommate prior to allowing an overnight guest. Moreover, as a Catholic institution, Stonehill did not allow cohabitation.

26. Laura's conduct was in clear violation of Stonehill's rules.

27. More disturbingly, Laura would have sex with her boyfriend while Lindsay's was trying to sleep just a few feet away.

28. Laura would also engage in sexually inappropriate video chatting when Lindsay was in the room.

29. In February, 2011, Lindsay went to her Resident Assistant about Laura's inappropriate behavior seeking advice on how to better handle the situation.

30. Lindsay requested that the Resident Assistant maintain her confidentiality and not inform Laura of their conversation in order to prevent an escalation of the matter.

31. The Resident Assistant did not respect Lindsay's request for confidentiality and contacted David M. Golden, the Residence Director.

32. Mr. Golden asked the two women to join him in group mediation where hopefully any issues could be resolved.

33. Prior to the group mediation Lindsay submitted a note to her Resident Assistant, to be forwarded along to Mr. Golden, detailing Lindsay's difficulties with her roommate. (Annexed as Exhibit A).

34. At the end of the note Lindsay describes how the current situation with Laura has become "a toxic environment" for her and that it is "emotionally taxing on top of [her] own depression/anxiety struggles."

35. The evening before the group mediation Laura grabbed Lindsay while she was sleeping and began shaking her and yelling at her. Lindsay was terrified and pretended to remain asleep until Laura stopped and walked out of the room.

36. Despite the events of the night before, Lindsay still attended the group mediation with Mr. Golden in hopes of obtaining a resolution to Laura's inappropriate behavior.

37. At the group mediation Mr. Golden completely downplayed Laura's behavior. He simply asked that Laura provide advance notice to Lindsay in the event that she was having a

guest, that when Lindsay is in the room first Laura should video chat in the common area, and that Lindsay should do a better job of communicating her feelings to Laura.

38. Due to the increasingly poisonous environment in her room, and the complete lack of resolution during the group mediation, Lindsay did not feel safe continuing to stay in the room. She stayed in a hotel room for a night without informing anyone. Lindsay's parents grew increasingly concerned when they did not hear from her and contacted the campus police.

39. Lindsay later approached Peter Wiernicki, the Assistant Director of Housing. She informed Mr. Wiernicki that she did not feel safe any longer in her room and was afraid of Laura's aggressive behavior. She was worried that Laura would shake her again, like she did the night before the group mediation. Or worse, that Laura's behavior would escalate. Lindsay also told to Mr. Wiernicki that she was worried that she would suffer a relapse of her depressive symptoms due to the stress the situations was placing on her.

40. For a few days Mr. Wiernicki allowed Lindsay to live in a "safety house" a residence designed for individuals that are under threat of physical harm.

41. After a few days Mr. Wiernicki discussed other potential residence options for Lindsay. However, in the interim, he wanted Lindsay to move back into her room with Laura.

42. Around this time, on March 10, 2011, Kristin Bruning, M.D., Lindsay's treating psychiatrist in New York, wrote to Mr. Wiernicki. Dr. Bruning indicated that as a result of the situation with her roommate Lindsay "may be heading into another bout of emotional decline..." Dr. Bruning further indicated that "[i]t is my strong medical recommendation that Lindsay NOT be removed from her current dormitory room as I believe this will be a stressor that will cause her significant distress and place her at great risk to emotionally deteriorate." See Exhibit B

43. Mr. Wiernicki, nor any administrator from Stonehill ever contacted Dr. Bruning.

44. Mr. Wiernicki finally concluded that Lindsay must move out of her current dorm and had two options. The first option was to move to another dorm called “The Courts” where Lindsay would have to live in a room that was previously being used as a study lounge. It was not a dorm room, but rather a small cubicle-like space. Moreover, the students living in that room would likely alienate Lindsay because they no longer had the use of a study lounge. The second option was to move to a dorm called Commonwealth Court, which was a known “party dorm” to live with a girl that Lindsay had no familiarity with.

45. Lindsay and her parents asked Mr. Wiernicki for the reasonable accommodation of having Laura move out of the dorm room that Lindsay and Laura shared and allow Lindsay to move back into her old dorm room as a single room. Seeing as Laura was the one violating Stonehill’s rules this seemed to be a reasonable and fair option.

46. Mr. Wiernicki informed Lindsay and her parents that she could not have her old dorm room back.

47. At this point, Lindsay and her parents asked for the reasonable accommodation of another single room.

48. Mr. Wiernicki met with the Disabilities Committee at Stonehill and it was decided, without explanation, that Lindsay was not entitled to a reasonable accommodation of a single room. In addition, Mr. Wiernicki told Mr. Blankmeyer that a single Resident Assistant room was available but that he did not feel comfortable giving this room to Lindsay.

49. Lindsay’s father, Mark Blankmeyer, repeatedly asked Mr. Wiernicki to speak to Dr. Bruning, or perhaps another of Lindsay’s clinicians. Mr. Wiernicki refused to do so.

50. In an odd twist, Alli Hicks, the Director of Residence Life, allowed Laura to continue to reside in the room her and Lindsay shared and forced Lindsay to move out.

51. During all of this time, Lindsay stayed in a hotel room with her mother, Karen Blankmeyer.

52. On March 22, 2011, Karen Blankmeyer, met with Ms. Hicks to discuss Lindsay's residence options.

53. Mrs. Blankmeyer pleaded with Ms. Hicks to allow Lindsay to remain in her current dorm room and have Laura move out, or find Lindsay a suitable single room, due to the potential deterioration in her psychiatric condition, as Dr. Bruning had predicted. Mrs. Blankmeyer informed Ms. Hicks that during the spring break Lindsay had to visit her psychiatrist on one occasion and her therapist twice due to the stress placed on her as a result of this residence situation. Ms. Hicks stated that perhaps Lindsay should consider a leave of absence "to pull herself together." Mrs. Blankmeyer pointed out the many Stonehill regulations that Laura had violated with her behavior and therefore it was extremely unjust that Laura be allowed to remain in the room alone and Lindsay had to move out. Ms. Hicks responded that the school does not really punish students for violating those regulations. Moreover, Ms. Hicks said that it is customary that the student who makes the complaint of rules violations has to move out.

54. In the end, Ms. Hicks stated that she was not changing her mind and that Lindsay had to move out of the room and choose one of the options provided previously; the study room or share a room in the "party dorm"

55. Mrs. Blankmeyer, becoming increasingly frustrated with her inability to get anywhere with Ms. Hicks, asked if their money for the remaining 60 days Lindsay had left at Stonehill could be refunded so that Lindsay could live off campus. Ms. Hicks later informed Ms. Blankmeyer that in order to receive a reimbursement Lindsay would have to provide an email

indicating that she was withdrawing from campus housing due to medical reasons. Lindsay did so and their money was reimbursed.

56. Lindsay moved off campus into a hotel for a month. At this point Lindsay only had a few months left to complete her final semester before she graduated.

57. Living in a hotel was terrible for Lindsay's mental health. She lived in an increasingly isolated environment away from her friends and campus activities, while Laura was allowed to remain in the dorm room, being rewarded for breaking Stonehill's rules.

58. She had an increasingly hard time concentrating, sleeping and caring for herself. Lindsay sunk into a deep depression and her anxiety level was extremely elevated.

59. Ultimately, Lindsay became suicidal as her symptoms of her depression became more severe.

60. Noticing that Lindsay was becoming increasingly distant and depressed her parents came to visit her. They found her hotel room in complete shambles and Lindsay in a dark depression. They immediately took her home and Lindsay was unable to complete her final three weeks of school.

61. On April 27, 2011, Andrea R. Carlsen, M.D., wrote to Richard Grant, the Associate Dean of Academic Achievement, informing him that Lindsay was under her care. Dr. Carlsen requested that Lindsay receive incomplete's in her courses as she was medically unable to return to school. See Exhibit C.

62. Lindsay began regular treatment with her therapist as well as undergoing Transcranial Magnetic Stimulation ("TMS") under Dr. Carlsen's care.

63. TMS is a fairly new treatment for depression where electromagnetic coils are placed on the head causing electrical stimulation of the brain.

64. Lindsay underwent TMS treatments 5 days a week for approximately a month. Often times Lindsay would suffer pain and irritation on her scalp as a result of the TMS treatments.

65. Because TMS is such a new treatment the Blankmeyers had to pay for Lindsay's treatment out of their own pocket, approximately \$12,000.

66. After the TMS treatments and extensive treatment with her therapist and psychiatrist, Lindsay recovered from her depressive symptoms and was able to complete her final semester of school at Stonehill while at home in New York. Lindsay graduated with a Bachelor's of Arts in September, 2011.

67. Even though Lindsay graduated, she did so from home, months after her classmates and friends graduated. Lindsay was unable to attend her college graduation and she was unable to partake in all of the senior and final activities that comes along with graduating college.

LEGAL ALLEGATIONS

First Cause of Action-Rehabilitation Act

68. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

69. By refusing to provide Lindsay Blankmeyer the reasonable accommodation of either her original dorm room or an alternative single room, the defendant violated 29 U.S.C. §794 and 24 C.F.R. §84.12.

Second Cause of Action-Fair Housing Act

70. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

71. By refusing to provide Lindsay Blankmeyer the reasonable accommodation of either her original dorm room or an alternative single room, the defendant violated 42 U.S.C. §3604(f)(3)(b) and 24 C.F.R. 100.204.

Third Cause of Action-Fair Housing Act

72. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

73. By refusing to engage in an interactive process with Lindsay Blankmeyer in the provision of a reasonable accommodation, the defendant violated 42 U.S.C. §3604(f)(3)(b) and 24 C.F.R. 100.204.

Fourth Cause of Action-Massachusetts Discrimination Law

74. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

75. By refusing to provide Lindsay Blankmeyer the reasonable accommodation of either her original dorm room or an alternative single room, the defendant violated MGL 151B §4 (7a)(2).

Fifth Cause of Action-Massachusetts Discrimination Law

76. Plaintiffs repeat and reallege the foregoing paragraphs of their complaint as though fully set forth herein.

77. By refusing to engage in an interactive process with Lindsay Blankmeyer in the provision of a reasonable accommodation, the defendant violated MGL 151B §4 (7a)(2).

WHEREFORE, the plaintiffs respectfully request the following relief:

(A) A jury trial;

- (B) Judgment against the defendant pursuant to 28 U.S.C. §2201 and Fed R. Civ. P. 57 declaring that the actions of the defendant has violated 29 U.S.C. §794;
- (C) Judgment against the defendant pursuant to 28 U.S.C. §2201 and Fed R. Civ. P. 57 declaring that the actions of the defendant has violated 24 C.F.R. §84.12;
- (D) Judgment against the defendant pursuant to 28 U.S.C. §2201 and Fed R. Civ. P. 57 declaring that the actions of the defendant has violated 42 U.S.C. §3604(f)(3)(b);
- (E) Judgment against the defendant pursuant to 28 U.S.C. §2201 and Fed R. Civ. P. 57 declaring that the actions of the defendant has violated MGL 151B §4 (7a)(2);
- (F) Compensatory damages in an amount to be determined at trial;
- (G) Punitive damages in an amount to be determined at trial;
- (H) Punitive damages pursuant to MGL 151B §9;
- (I) Attorney's fees pursuant to 42 U.S.C. §3613(c)(2) and MGL 151B §9;
- (J) Costs and disbursements; and
- (K) Any other relief that this Court deems just and proper

Dated: Lake Success, New York
February 21, 2011

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