State of Connecticut
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
OFFICE OF PUBLIC HEARINGS

450 Columbus Blvd, Suite 2, Hartford, CT 06103
Telephone: 860-418-8770; Fax: 860-418-8780
E-mail: officeofpublichearings@ct.gov

Promoting Equality and Justice for all People

June 6, 2023

CHRO ex rel. Jennette Quatro and Tyree Joshua v. Maple Leaf Motel, LLC CHRO Nos. 1850143 & 1850144.

FINAL DECISION

Dear Complainant/Respondent/Commission:

Transmitted herewith is a copy of the Presiding Referee's Final Decision in the above captioned complaint.

The decision is being sent via email to the commission, complainants, and respondent.

Very Truly yours,

Kimberly D. Morris
Secretary II

cc.

Jennette Quatro
Jennettequatro001@gmail.com

Tyree Joshua
tyreefarojoshua101@gmail.com

George B. Simoncelli, Jr., Esq,
gsimoncelli@snet.net

Anna-Marie Puryear, Esq.
anna-maria.puryear@ct.gov

Jon P. FitzGerald, Presiding Human Rights Referee

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
OFFICE OF PUBLIC HEARINGS

Commission on Human Rights and Opportunities ex rel. Jennette Quatro and Tyree Joshua, Complainants	: CHRO Nos. 1850143, 1850144
v.	:
Maple Leaf Motel, LLC, Respondent	: June 6, 2023

FINAL DECISION

PROCEDURAL HISTORY

Jennette Quatro and Tyree Joshua filed their affidavits of illegal discriminatory practice (complaints) with the commission on April 5, 2018. In their complaints, they allege that the respondent, Maple Leaf Motel, LLC (Maple Leaf), their former landlord, committed a discriminatory practice against them in violation of General Statutes § 46a-64c (a) and Title VIII of the federal Civil Rights Act of 1964, as enforced through General Statutes § 46a-58.[1] According to Ms. Quatro and Mr. Joshua, Maple Leaf discriminated against them (1) in the terms and conditions of a room rental based on their color and their association as an interracial couple, and (2) publishing a discriminatory statement regarding their association and color.

The commission certified the complaints to the office of public hearings on December 18, 2018. Maple Leaf filed its post-certification answer denying the allegations of discrimination on February 1, 2019. On November 9, 2021, the undersigned was appointed as presiding human rights referee in this matter. On March 28, 2023, the parties

[1] As the commission did not brief the Title VIII claim, the Title VIII claim is deemed waived. As state and federal courts use the same standard in their analysis, the result for the Title VIII claim would be the same as the result for the § 46a-64c claim.

submitted a stipulation of facts and the public hearing was held. Ms. Quatro and Mr. Joshua testified on their behalf. Mr. Rakesh Kumar Patel testified on behalf of the respondent. The record closed on May 31, 2023 with the filing of post-hearing briefs. For the reasons set forth herein, the complaints are dismissed.

I
PARTIES

The parties to this action are the commission on human rights and opportunities, 450 Columbus Blvd., Hartford, Connecticut; Jennette Quatro of Bridgewater, Connecticut; Tyree Joshua of Brooklyn, New York; and Maple Leaf Motel, LLC, c/o Daniel T. Angelone, Esq., Angelone Law Offices, LLC, 799 Silver Lane, Trumbull, Connecticut.

II
FINDINGS OF FACT

Based upon an assessment of the credibility of the witnesses and a review of the pleadings, exhibits, and transcripts, the following facts relevant to this decision are found (FF). References to the transcript are designated by "Tr" followed by the page number. References to exhibits are designated by CHRO for the commission, and R for Maple Leaf followed by the exhibit number.

Stipulated facts:

1. Rakesh Kumar Patel was the property manager for Maple Leaf Motel, LLC dba Red Carpet Inn.
2. Jennette Quatro and Tyree Joshua rented rooms at Maple Leaf Motel, LLC dba Red Carpet Inn room September 16, 2017 until they vacated the property on June 8, 2018.

3. Jennette Quatro and Tyree Joshua paid on a weekly or daily basis.

4. Jennette Quatro and Tyree Joshua were required to vacate the property every 28 days.

5. Maple Leaf Motel, LLC dba Red Carpet Inn was a dwelling as defined under Conn. Gen. Stat. § 46a-84b (2) for Jennette Quatro and Tyree Joshua from September 16, 2017 until they vacated the property on June 8, 2018.

Further factual findings:

6. Ms. Quatro self identifies as white Caucasian. Tr. 13.

7. Mr. Joshua self identifies as black African American. Tr. 57.

8. Ms. Quatro and Mr. Joshua have known each other for nearly ten years. Tr. 13, 57-58. During the relevant time period, they were cohabitating in a room they rented from Maple Leaf. Tr. 13-14.

9. Mr. Patel was aware that Ms. Quatro was a white female, Mr. Joshua was a black male, and they were cohabitating. Tr. 111-112.

10. As Maple Leaf did not want to create month-to-month tenancies, it had a policy that required all residents to vacate the premises every twenty-eight days for between twenty-four and forty-eight hours (vacate policy). While the rooms were empty, Maple Leaf was able to clean the rooms and apply pesticide. After the expiration of the vacancy period, Maple Leaf allowed tenants to return to a room. Tr. 25, 59-61, 74, 100-101; 108; R-5c.

11. Following the policy, Ms. Quatro and Mr. Joshua vacated the room in November and December 2017 and January and February 2018. After the

expiration of the vacancy period, Maple Leaf re-rented them a room. Tr. 76, 101; CHRO-1; R-5b.

12. On or about March 8, 2018, Mr. Patel telephoned Ms. Quatro multiple times to tell her that she and Mr. Joshua would need to vacate the room. When she did not answer the telephone, he sent her a text message. Tr. 102.

13. In the text message, Mr. Patel notified Ms. Quatro and Mr. Joshua that they would have to vacate the room pursuant to the vacate policy. They would also have to remove all their personal possessions so that Maple Leaf could have the room cleaned, the carpet removed, and the room treated for pests. Tr. 17-18, 20, 102; R-5f.

14. Although Ms. Quatro and Mr. Joshua had planned to vacate per the policy, they objected to having to move their personal property out of the room. Tr. 37-39; R-5f.

15. In one text, Mr. Patel used the words "to Oreos". He immediately followed that text with another using the word "Tomorrow". Tr. 103-104; R-5f.

16. Mr. Patel had meant to use the word "Tomorrow" not the words "to Oreos". Tr. 103.

17. Mr. Patel's use of the words "to Oreos" was inadvertent and the result of the autocomplete feature of the cell phone he was using. Tr. 103-104.

18. Mr. Patel waived the vacate policy. He did not require Ms. Quatro and Mr. Joshua to comply to move out. Maple Leaf continued to rent the room to them. Tr. 105; R-6, ¶ 9.[2]

19. Had Ms. Quatro and Mr. Joshua moved out, Mr. Patel would have re-rented them a room after the expiration of the vacancy period. Tr. 102.

20. Mr. Patel is a native of India. He entered this country in 2003. His primary language is Hindi. English is his secondary spoken and written language. Tr. 102.

21. Mr. Patel did not know that the term oreo was a derogatory term referencing an interracial couple. Tr. 104.

III
TERMS AND CONDITIONS

In their complaints, Ms. Quatro and Mr. Joshua alleged that Maple Leaf violated § 46a-64c (a). According to Ms. Quatro and Mr. Joshua, Maple Leaf discriminated against them in the terms and conditions of their rental by requiring them to vacate their room every twenty-eight days because of their race and their association with a partner of a different color/race.

A
STATUES

1

Section 46a-64c (a) provides that:

[2] Maple Leaf subsequently evicted Ms. Quatro and Mr. Joshua for nonpayment of rent.

It shall be a discriminatory practice in violation of this section:

* * *

(2) To discriminate 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 therewith, because of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status or status as a veteran. . . .

B

STANDARD

[I]n analyzing housing discrimination claims under our state statutory scheme, we are guided by the cases interpreting federal fair housing laws ... In construing federal fair housing laws, the federal courts have adopted the evidentiary requirements set forth by the United States Supreme Court in federal employment discrimination cases. The United States Supreme Court has set forth three theories of discrimination, each of which requires a different prima facie case and corresponding burden of proof. These theories are: (1) the [pretext] theory ... (2) the disparate impact theory ... and (3) the [mixed motives] theory ... The pretext theory and the mixed motives theory bear substantial similarities to each other, making it difficult to distinguish between the two. Both theories require a plaintiff to show, as part of her prima facie case, disparate treatment. .....

In contrast to a disparate-treatment case, where a plaintiff must establish that the defendant had a discriminatory intent or motive, a plaintiff bringing a disparate-impact claim challenges practices that have a disproportionately adverse effect on minorities and are otherwise unjustified by a legitimate rationale. . . . .

In a pretext case, a plaintiff must establish that he or she: (1) is a member of a protected class; (2) applied for and was qualified for the benefit or position; (3) suffered an adverse action by the defendant; and (4) the adverse action occurred under circumstances giving rise to an inference of discrimination. .... What is required [to trigger a mixed motives analysis] is ... direct evidence that decisionmakers placed substantial negative reliance on an illegitimate criterion in reaching their decision.

(Internal citations omitted; internal quotation marks omitted.) *Townsend v Molina*, Superior Court, judicial district of New Haven at New Haven, Docket No. NNH-CV-18-5043789 (June 5, 2020), 2020 WL 348573, *2.

C
ANALYSIS

In the present case, as the commission did not brief this claim, the allegation that Maple Leaf discriminatory applied the vacate policy is deemed waived. In any event, the commission failed to establish that Maple Leaf applied the vacate policy discriminatorily under any theory. The credible evidence is that Maple Leaf applied the vacate policy to all its tenants, that Ms. Quatro and Mr. Joshua had complied with the policy on four occasions, that Maple Leaf knew they were an interracial couple, and that Maple Leaf re-rented them a room at the conclusion of the vacate period.

IV
PREFERENTIAL STATEMENT

In their complaints, Ms. Quatro and Mr. Joshua further alleged that Maple Leaf violated § 46a-64c (a) (3) by printing and publishing a discriminatory racial statement, specifically, the use of the words 'to Oreos' in a text message.

A
STATUTES

1

Section 46a-64c (a) provides that:

> It shall be a discriminatory practice in violation of this section:
>
> * * *

(3) To make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status, learning disability, physical or mental disability or status as a veteran, or an intention to make any such preference, limitation or discrimination. . . .

B
STANDARD

We begin with the relevant legal principles for determining whether a statement is discriminatory under § 46a-64c (a) (3). In assessing whether a landlord's statement conveys a discriminatory preference, an ordinary listener standard is used. See *Soules v. U.S. Dept. of Housing & Urban Development*, 967 F.2d 817, 824 (2d Cir. 1992); see also *Lopez v. William Raveis Real Estate, Inc.*, 343 Conn. 31, 47–48, 272 A.3d 150 (2022).

* * *

In *Lopez v. William Raveis Real Estate, Inc.*, supra, 343 Conn. at 40–48, 272 A.3d 150, our Supreme Court considered the standard for determining whether a statement made in connection with the sale or rental of a dwelling violates § 46a-64c (a) (3). The court concluded that the trial court properly applied the ordinary listener standard when determining whether certain statements made by the defendant's authorized representative in the course of renting an apartment owned by another were discriminatory. Id., at 48, 272 A.3d 150. The court disagreed with the plaintiff that the court improperly considered the context of the statements and concluded that, because the trial court had determined that the statements of the defendant's authorized representative were not facially discriminatory, it was not improper for the trial court to consider the context of the statements in determining whether they stated a preference with respect to lawful source of income, in violation of § 46a-64c (a) (3). Id. In determining when it was necessary for a trial court to consider the context in which allegedly discriminatory statements are made, the court held that, "when a notice, statement, or advertisement that allegedly violates § 46a-64c (a) (3) is plainly discriminatory on its face, courts need not examine the surrounding context or the speaker's intent to determine whether the statement indicates any impermissible preference, limitation, or discrimination to the ordinary listener. When, however, such a notice, statement, or advertisement is not facially discriminatory, courts may consider the context and intent of the speaker to aid in determining the way an ordinary listener would have interpreted it. ... [T]he ordinary listener inquiry is one of fact." (Footnotes omitted; internal quotation marks omitted.) Id., at 47–49, 272 A.3d 150. The

> court determined that, because the trial court had concluded that the statements of the authorized agent were not facially discriminatory, it was not improper for the trial court to consider the context of the statements in determining whether they stated a preference with respect to lawful source of income in violation of § 46a-64c (a) (3). Id., at 48, 272 A.3d 150.

Commission on Human Rights and Opportunities v. Valentin ex rel., 213 Conn. App. 635, 649-651. 278 A.3d 607, cert. denied, 345 Conn 962, 285 A.3d 389 (2022)

C
ANALSIS

In the present case, the commission and the complainants contend that Mr. Patel's use of the word oreo was a derogatory reference to Ms. Quatro and Mr. Joshua as an interracial couple. Tr. 21, 64-65. The word "oreo" is not plainly discriminatory on its face. An ordinary listener would need to know that the remark was directed at a couple and that the couple was interracial. Otherwise, an ordinary listener would think that the speaker is referencing a cookie made by Nabisco. If context is required, the statement cannot be facially discriminatory.

Since the statement is not facially discriminatory, the context of the statement can be considered. There is a significant difference in the exhibits of the same text exchanges regarding the 'to Oreos' between Ms. Quatro text; CHRO-2; and Mr. Patel's text; R-5f.[3] In the commission's exhibit, Mr. Patel texts "If u don't i.e. I will not rent the room to Oreos", followed by a text from him that reads "Before I had to call police on you guys". In Maple Leaf's exhibit of the same exchange, however, Mr. Patel text "If u don't i.e. I will not rent

[3] Neither the commission nor the respondent proffered any expert testimony as to how a text could appear in one chain but not another.

the room to Oreos" is immediately followed by a text with the word "Tomorrow", followed by a text from him that reads "Before I had to call police on you guys".

Maple Leaf's exhibit is more credible on the issues that Mr. Patel meant to type "tomorrow" not "to Oreos" and that "to Oreos" was the result of a typo by Mr. Patel that was inaccurately autocompleted by his device. Maple Leaf's version is more credible because of a transcript of a superior court hearing. During a hearing at the superior court on May 8, 2018, Ms. Quatro and/or Mr. Joshua gave the judge their cell phone to read the texts between Mr. Patel and Ms. Quatro. As the judge read the texts aloud, they appear in the transcript. Following the word 'to Oreos', the judge read the word 'tomorrow'. R-3, p. 33. The judge could not have read the word "tomorrow" had it not appeared on the cell phone provided by the complainants.

Further, other than the text message exchange between Mr. Patel and Ms. Quatro and the allegation regarding the vacate policy, the commission provided no instances of racial animus between Maple Leaf and Ms. Quatro and Mr. Joshua occurring during their nine-month occupancy. Aware that they were an interracial couple, Maple Leaf had consistently re-rented them a room when they returned following the vacancy period. After the text message exchange, Mr. Patel waived the vacate policy and did not require Ms. Quatro and Mr. Joshua to move out. Had they moved out, Mr. Patel would have re-rented a room to them.

V
CONCLUSIONS OF LAW

1. The commission did not establish by a preponderance of the evidence that Maple Leaf applied its vacate policy discriminatorily against Ms. Quatro and Mr. Joshua.

2. The phrase "to Oreos" is not a facially discriminatory statement.
3. The commission did not establish by a preponderance of the evidence that the text of the words to oreo constituted a printed or published notice, statement, or advertisement indicating any preference, limitation, or discrimination based on race, color, or familial status.
4. The commission did not establish by a preponderance of the evidence that the text of the words "to Oreo" demonstrated an intention to make a preference, limitation, or discrimination based on race, color, or familial status.

VI
ORDER

The complaint is dismissed.

It is so ordered this 6th day of June 2023.

/s/ *Jon P. FitzGerald*
Hon. Jon P. FitzGerald
Presiding Human Rights Referee

cc.

Jennette Quatro
Jennettequatro001@gmail.com

Tyree Joshua
tyreefarojoshua101@gmail.com

George B. Simoncelli, Jr., Esq,
gsimoncelli@snet.net

Anna-Marie Puryear, Esq.
anna-maria.puryear@ct.gov