



December 22, 2025

VIA EMAIL

Ms. Melanie Duncan
Regional Manager
California Commercial Investment Group Inc.
4530 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
[REDACTED]

Millard Manor Affordable Housing Holding, LLC
12835 Deauville Dr.
Omaha, NE 68137

Re: Millard Manor Senior Housing compliance with the Fair Housing Act

Dear Ms. Duncan,

The American Center for Law and Justice (“ACLJ”¹) represents [REDACTED], a resident of Millard Manor Senior Housing (MMSH) located at 12835 Deauville Dr. Omaha, NE 68137, with regard to management’s decision to remove various Christian holiday decorations throughout the complex. The purpose of this letter is two-fold. First, to bring to your attention management’s violation of federal law and (2) to obtain written assurances that the MMSH residents, including [REDACTED], will be permitted to display their Christian holiday decorations without any special restrictions.

STATEMENT OF FACTS

[REDACTED] has resided at MMSH, a senior housing facility that conducts federally funded programs and activities, for three years. Unfortunately, this is not the first time [REDACTED] has been discriminated against. In May of 2024, the ACLJ represented [REDACTED] regarding various restrictions placed on her resident-led Bible study.

MMSH is owned by California Commercial Investment Group Inc. The manager of MMSH is Ms. Tynna Sullivan. Since moving to MMSH, [REDACTED] and has been permitted to

¹ The ACLJ is a not-for profit organization dedicated to the defense of constitutional liberties secured by law. The ACLJ engages legal, legislative, and cultural issues through advocacy, education, and litigation that includes representing clients before the Supreme Court of the United States and international tribunals around the globe.

decorate various rooms and common areas for Christmas which includes Christmas trees with angel toppers and table-top nativity scenes. Other residents have indicated to [REDACTED] that they have been allowed to decorate these rooms and common areas for years prior to [REDACTED] arrival. [REDACTED] participated in a recent Christmas tree party with other residents who gathered to decorate various Christmas trees around the complex. Many of these decorations are owned by [REDACTED] and other residents.

The Christmas trees at issue are located in (1) the lobby (2) a small community room/coffee room formerly known as the “faithful room” and (3) the promise room. Each of these trees had angels as toppers. Moreover, in each of these locations are various secular Christmas decorations which include but are not limited to ornaments, stuffed snowmen, and depictions of Santa Claus. In addition to the angel toppers, other Christian holiday decorations included various nativity scenes displayed around the complex. Prior to their removal, the nativity scenes were located (1) on a table in the lobby (2) in the small community room/coffee room (3) in the second-floor lounge and (4) on a table by a second-floor elevator. Each of these nativity scenes consist of small figurines and are owned by [REDACTED] and other residents.

Until the recent unlawful restrictions, MMSH did not take issue with religious holiday decorations in past years. On December 8, 2025, [REDACTED] and other residents noticed that all religious holiday decorations including the angel toppers and nativity scenes were removed from each of their locations. Ms. Sullivan informed [REDACTED] that per HUD, unless they acknowledge all religions, they cannot use Christian symbols. The residents then provided banners and signs saying “Merry Christmas” and “Happy Hanukkah.” On December 9, Ms. Sullivan gathered the residents for a resident meeting. This was the first resident meeting conducted in Ms. Sullivan’s seven months as MMSH manager. During this meeting, [REDACTED] and residents informed Ms. Sullivan of frustrations with the special restrictions on religious holiday decorations. On December 10, a maintenance employee put the religious decorations back on display. Five days later, management unlawfully removed the religious decorations yet again. To date, the residents have not been allowed to put the religious decorations back in place.

STATEMENT OF LAW

Religious freedom is one of the most revered rights in the United States. The federal Fair Housing Act (FHA) protects the free exercise of religion in the provision of housing and makes it unlawful “[t]o 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 . . . religion . . .” 42 U.S.C. § 3604(b).

The United States Supreme Court notes that the FHA must be given “generous construction” because of the act’s “broad and inclusive” language. *Hunter v. District of Columbia*, 64 F. Supp. 3d 158, 173 (D.D.C. 2014) (quoting *Trafficante v. Metro. Life Ins. Co.*, 409 U.S. 205, 209, 212 (1972)). Emphasizing Congress’s broad mandate, courts have recognized that “the protections afforded by the Fair Housing Act do not evaporate once a person takes possession of [his] house, condominium, or apartment.” *Wetzel v. Glen St. Andrew Living Cmty., LLC*, 901 F.3d 856, 861 (7th Cir. 2018) (citing *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)). In other words, FHA protections are not left on the doorstep as homeowners enter their homes, and the Ninth Circuit has explained this point in detail:

[T]he inclusion of the word “privileges” implicates continuing rights . . . there are many “services or facilities” provided to the dwelling associated with the occupancy of the dwelling. Under this natural reading, the reach of the statute encompasses claims regarding services or facilities perceived to be wanting after the owner or tenant has acquired possession of the dwelling.

Comm. Concerning Cmty. Improvement v. City of Modesto, 583 F.3d 690, 713 (9th Cir. 2009).

In addition, post-acquisition claims are consistent with HUD regulations, the governmental agency charged with implementing the FHA. Specifically, HUD regulations prohibit “limiting the use of privileges, services or facilities associated with a dwelling because of race, color, religion, sex, handicap, familial status, or national origin of an owner, tenant or a person associated with him or her.” 24 CFR 100.65(b)(4). Accordingly, prohibited actions under 42 U.S.C. § 3604(b) include limiting the use of privileges, services, or facilities associated with a dwelling because of religion. The United States Department of Justice (DOJ), responsible for enforcing the FHA, emphasizes that the FHA’s prohibition of religious discrimination “covers instances of overt discrimination against members of a particular religion as well [as] less direct actions.” U.S. DOJ, Civil Rights Div., The Fair Housing Act, <https://www.justice.gov/crt/fair-housing-act-1> (last visited December 22, 2025).

Particularly relevant here is the Department of Justice’s instruction regarding residents’ rights to engage in religious activities in apartment common areas and meeting rooms.

No one may be discriminated against in the sale, rental or enjoyment of housing because of their religious beliefs. This includes equal access to all the benefits of housing: someone could not, for example, be excluded from reserving a common room for a prayer meeting when the room may be reserved for various comparable secular uses.

U.S. DOJ, Know Your Rights: Federal Laws Protecting Religious Freedoms, https://www.justice.gov/sites/default/files/crt/legacy/2010/12/15/know_your_rights.pdf (last visited December 22, 2025). Thus, the FHA prohibits owners’ associations and apartment complexes from treating religious activities differently, such as prohibiting the use of common rooms for religious events or activities where non-religious events or activities are permitted or by subjecting religious gatherings to different rules than those applicable to secular gatherings. The same principles apply to prohibiting religious Christmas decorations in common areas while permitting secular Christmas decorations.

Relevant here, the FHA prohibits an HOA and apartment complexes from inconsistent application of rules or regulations to single out religious speech and/or beliefs for different treatment. In the case of *Bloch v. Frischholz*, for example, plaintiff homeowners sued under the FHA against a condo association following the association’s refusal to allow the owners to display a mezuzah on their exterior doorpost pursuant to a facially neutral rule that barred the placement of “mats, boots, shoes, carts or objects of any sort” outside a co-owner’s door. 587 F.3d 771, 773 (7th Cir. 2009). The court upheld the Blochs’ claim of discriminatory intent against the association where evidence indicated that the association ordered the removal of the mezuzah but allowed other tables and coat racks to remain in place. *Id.* at 786. “Selectively interpreting ‘objects of any sort’ to apply only to the mezuzah but not to secular objects creates an inference of discriminatory

intent.” *Id.* Moreover, the court reasoned, “because the Blochs purchased dwellings subject to the condition that the Condo Association can enact rules that restrict the buyer’s rights in the future, §3604(b) prohibits the Association from discriminating against the Blochs through its enforcement of the rules, even facially neutral rules.” *Id.* at 780. An association cannot apply a facially neutral policy in a way that singles out religion. It certainly cannot, as here, expressly single out Christian holiday decorations for disparate treatment.

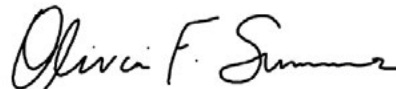
The law is clear; a practice with a discriminatory effect may violate the FHA, regardless of its intent. 24 C.F.R. § 100.500 (“Liability may be established under the Fair Housing Act based on a practice’s discriminatory effect. . . . even if the practice was not motivated by a discriminatory intent.”); see *Anderson Group, LLC, v. City of Saratoga Springs*, 805 F.3d 34, 49 (2d Cir. 2015) (“[W]e recognize[] that an FHA violation could be established through a showing that a facially neutral rule or policy had a discriminatory effect on a protected class.”).

The FHA is clear and requires that residents be treated equally without regard to their religion. MMSH is required by federal law to permit Christian holiday decorations where other secular holiday decorations are permitted. Here, a benefit is offered to MMSH residents, including [REDACTED], to display holiday decorations around the complex. Unlike the complex in *Bloch*, the restrictions here are not neutral. As communicated to [REDACTED], Christian symbols are prohibited. Such a policy is blatant discrimination against our client and MMSH residents. MMSH violated the FHA by removing our client’s religious decorations while permitting secular decorations. In addition, the angels and nativity scenes were removed and prohibited solely based on their religious identity.

DEMAND

In light of the foregoing, we demand that MMSH provide written assurances no later than December 23, 2025, that it will comply with the FHA by retracting any special restrictions on religious holiday decorations and permit [REDACTED] and other residents to display their decorations in their previous locations or the ACLJ will pursue any and all available legal remedies.

Sincerely,



Olivia F. Summers*

Senior Litigation Counsel

AMERICAN CENTER FOR LAW & JUSTICE



*Admitted in VA & DC

A handwritten signature in blue ink that reads "Garrett Taylor". The signature is written in a cursive style with a large, stylized 'G' and 'T'.

Garrett Taylor**

Associate Counsel

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A large black rectangular redaction box covering several lines of text, likely an address.

*** Admitted in TN*