

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CIVIL CASE NO. 21-23154-CIV-KING

UNITED STATES OF AMERICA,)
)
)
 Plaintiff,)
)
)
 v.)
)
 BRISAS DEL MAR LTD PARTNERSHIP,)
 BRISAS DEL MAR LLC,)
 GATEHOUSE MANAGEMENT INC.,)
 and LIDICET HERNANDEZ)
)
)
 Defendants.)
)
 _____/

CORRECTED CONSENT ORDER

This Consent Order resolves the allegations of the United States’ Complaint that Brisas del Mar LTD Partnership, Brisas del Mar LLC, Gatehouse Management, Inc., and Lidicet Hernandez violated the Fair Housing Act, 42 U.S.C. §§ 3601-3619, by refusing to rent a unit to Arman Mehrani based on his national origin.

I. BACKGROUND

1. Brisas del Mar is an apartment building, consisting of 160 units (128 one-bedroom units and 32 two-bedroom units), located at 556 West Flagler Street, Miami, Florida (hereinafter referred to as “the Premises”). Brisas del Mar offers affordable housing to low- and moderate-income individuals ages fifty-five (55) and older under the federal Low-Income Housing Tax Credit Program.

2. At all times relevant to the Complaint, Defendant Brisas del Mar LTD Partnership was the owner of Brisas del Mar, and Defendant Brisas del Mar, LLC served as the general partner of Brisas del Mar LTD Partnership.
3. At all times relevant to the Complaint, Defendant Gatehouse Management, Inc. served as the property manager for Brisas del Mar.
4. At all times relevant to the Complaint, Defendant Lidicet Hernandez was employed as a leasing agent for Gatehouse Management, Inc., and was supervised by Norka Isamberth. Defendant Hernandez participated in the day-to-day operations of Brisas del Mar, including but not limited to, engaging with prospective residents seeking housing, monitoring and managing housing availability and waiting lists, screening prospective residents for minimum income eligibility requirements, approving and denying rental applications, and processing lease renewals.
5. At all times relevant to the Complaint, the United States alleges all tenants residing at Brisas del Mar were Hispanic, and all prospective tenants on the waiting list were Hispanic.
6. The United States alleges that Complainant Arman Mehrani is a male of Iranian national origin, and at all times relevant to the complaint, he was over 55 years of age, met the minimum and maximum income requirements, and was qualified to rent a one-bedroom apartment at Brisas del Mar.
7. On September 12, 2019, Arman Mehrani filed an administrative complaint with the U.S. Department of Housing and Urban Development (“HUD”) alleging that the Defendants¹ discriminated against him on the basis of his national origin, in

¹ On February 11, 2021, the HUD complaint was amended to include Lidicet Hernandez and Norka Isamberth as Respondents.

violation of the Fair Housing Act (“FHA”), 42 U.S.C. § 3601, *et seq.*, by refusing to rent him a unit at Brisas del Mar because he was not of Hispanic national origin.

8. On October 15, 2019, the Respondents filed their Position Statement outlining and detailing their response to the specific Charge and allegations asserted by Mr. Mehrani. The Respondents denied the material allegations of the Charge, including, that Mr. Mehrani was discriminated against because of his national origin or any other protected category. The Respondents also made it clear that Mr. Mehrani never actually submitted an application for an apartment located within the Premises.
9. On April 5, 2021, HUD issued a Charge of Discrimination on behalf of Mr. Mehrani, finding that the Defendants engaged in discriminatory housing practices in violation of 42 U.S.C. § 3604(a) and (b) of the FHA. HUD Case No. 04-19-8647-8.
10. On April 19, 2021, Defendants, through their undersigned counsel, elected to have the claims asserted in the Charge of Discrimination litigated in a civil action, pursuant to 42 U.S.C. § 3612(o).
11. The United States and the Defendants agree that the Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§1331 and 1345 and 42 U.S.C. § 3612(o).
12. The parties agree that the claims against the Defendants should be resolved without further proceedings and an evidentiary hearing. Further, the Defendants do not admit to any wrongdoing and/or discrimination by entering into this Consent Order. Therefore, as indicated by the signatures below, the United States and the

Defendants agree to the entry of this Consent Order. This Consent Order constitutes full resolution of the claims in the United States' Complaint.

It is hereby **ORDERED, ADJUDGED and DECREED:**

II. INJUNCTIVE RELIEF

13. The Defendants, their officers, employees, agents, representatives, successors, and assigns, and all other persons in active concert or participation with them, limited and related to the Premises, are enjoined from:

- a. Discriminating on the basis of national origin in any aspect of the rental or lease of a dwelling; and
- b. Discriminating in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of national origin.

III. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY

14. Within fifteen (15) days of the date of entry of this Consent Order, the Defendants shall post and prominently display within Brisas del Mar's leasing offices, and within the offices of Gatehouse Management, Inc., a sign no smaller than ten (10) inches by fourteen (14) inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

15. The Defendants shall ensure that all rental advertising limited and related to the Premises, in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, or other

promotional literature, include a fair housing logo, the phrase “Equal Housing Opportunity Provider,” and/or the following sentences:

We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, disability, or familial status (having children under age 18, unless the property qualifies as “housing for older persons” under the Fair Housing Act).

16. The Defendants shall include the following phrase in their standard rental application for the Premises, and their standard rental agreement in boldface type, using letters of equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability, or familial status (having children under age 18, unless the property qualifies as “housing for older persons” under the Fair Housing Act).

17. Within fifteen (15) days of the date of entry of this Consent Order, the Defendants shall provide via first class mail, postage pre-paid, to the head of the household for each of the Defendants’ occupied rental units in the Premises, a written notice, attached as **Appendix A**, which describes Defendants’ policy of nondiscrimination (“Nondiscrimination Policy”) in English and Spanish.

IV. TRAINING

18. Within fifteen (15) days of the date of entry of this Consent Order, the Defendants shall provide a copy of the Consent Order and the Nondiscrimination Policy to all their employees and agents whose duties, in whole or in part, involve showing, renting, managing, or marketing rental units (“Covered Employees”) for the Premises. The Defendants shall secure signed statements conforming to **Appendix B** from each Covered Employee acknowledging that he or she has received, has read, and understands the Consent Order and the Nondiscrimination Policy, and has

had his or her questions about these documents answered. Copies of the signed statements shall be provided to the United States.²

19. Within fifteen (15) days of hiring a new Covered Employee or changing an existing non-Covered Employee's duties, each new Covered Employee working for and/or on the Premises, shall be given a copy of this Consent Order and the Nondiscrimination Policy. The Defendants shall secure signed statements conforming to **Appendix B** from each new Covered Employee acknowledging that he or she has received, has read, and understands the Consent Order and the Nondiscrimination Policy, and has had his or her questions about these documents answered. Copies of the signed statements shall be provided to the United States.
20. Within ninety (90) days of the date of entry of this Consent Order, the Defendants, limited and related to the Premises, shall provide in-person training to all Covered Employees, including the prohibition against national origin discrimination under the Fair Housing Act. The training shall be conducted by a qualified third party, approved by the United States and unconnected to the Defendants or their

² The parties agree that unless specified otherwise, any communications referenced in this Consent Order shall be made by email and overnight mail by private carrier to the following individuals and addresses:

United States of America
c/o Chantel Doakes and
Veronica Harrell-James
Assistant United States Attorneys
United States Attorney's Office
99 N.E. 4th Street, Suite 300
Miami, Florida 33132
Email: Chantel.Doakes@usdoj.gov
Email: Veronica.Harrell-James@usdoj.gov

employees, agents, or counsel. Any expenses associated with this training shall be borne by the Defendants. Those who attend the training shall be required to sign a certification of completion conforming to **Appendix C**. Copies of those signed certifications shall be provided to the United States.

21. At a minimum, the training required in the preceding paragraph shall consist of the following:

- a. Instruction on the requirements of all applicable federal, state, and local housing discrimination laws; and
- b. A question and answer session for the purpose of reviewing the applicable federal, state, and local housing discrimination laws.

**V. NONDISCRIMINATORY STANDARDS AND PROCEDURES
FOR LEASING APARTMENTS**

22. The Defendants shall adopt Nondiscriminatory Standards and Procedures for the rental of their units at the Premises, and ensure that they are applied to every applicant without regard to their race, color, national origin, religion, sex, disability, or familial status (having children under age 18, unless the property qualifies as “housing for older persons” under the Fair Housing Act). More specifically, regarding the allegations of the Complaint in this case, the Defendants acknowledge their obligation to, and will, treat housing applicants and residents who are not of Hispanic national origin equally to how they treat housing applicants and residents who are of Hispanic national origin.

VI. REPORTING AND RECORD KEEPING REQUIREMENTS

23. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter, the Defendants limited and related to the Premises, shall submit a compliance report to counsel for the United States, including, for the reporting period: (a) the signed statements and certifications of each Covered Employee referred to in Paragraphs 18 - 20; (b) copies of any advertising for the rental units owned or managed by the Defendants at the Premises, in newspaper, telephone directories, radio, television, internet, or in any other media; and copies of signs, pamphlets, brochures, or other promotional literature the Defendants published; (c) a copy of the existing waiting list and list of available units (including the unit number and size of available units) at the Premises; (d) a list of the full names and unit numbers of the existing tenants at the Premises, and a list of any new tenants and their unit numbers at the Premises; and (e) photographs showing the Nondiscrimination Policy described in Paragraph 14 posted and prominently displayed in the Defendants' leasing offices, limited and related to the Premises, and within the offices of Gatehouse Management, Inc.
24. The Defendants shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written complaint against any of the Defendants, or any of the Defendants' officers, employees, agents, representatives, successors, and assigns, limited and related to the Premises, regarding race, color, national origin, religion, sex, disability, or familial status. If the complaint is written, the Defendants shall provide a copy of it with the notification. The notification shall

include the full details of the complaint, including the complainant's name, address, and telephone number. The Defendants shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States in writing within fifteen (15) days of the terms of any resolution of any such complaint.

25. The Defendants shall preserve all records related to this Consent Order. Such documents include, but are not limited to, advertisements, applications, leases, resident assessment materials, resident files, and the Defendants' policies and procedures. Upon reasonable notice to the Defendants, representatives for the United States shall be permitted to inspect and copy any records related to this Consent Order and the Premises.

VII. MONETARY DAMAGES

26. Within fifteen (15) days of the date of entry of this Consent Order, the Defendants shall pay Mr. Mehrani Twenty One Thousand Five Hundred Dollars (\$21,500) in monetary damages. The Defendants shall pay this money by sending to counsel for the United States, a check for Twenty One Thousand Five Hundred Dollars (\$21,500), payable to Arman Mehrani.
27. Upon receipt of the check, counsel for the United States shall send the Defendants an executed release in the form of **Appendix D** of all claims, legal or equitable, that Mr. Mehrani might have against the Defendants relating to the claims asserted in this lawsuit.

VIII. SCOPE OF CONSENT ORDER

28. The provisions of this Consent Order shall apply to the Defendants and any, subsidiary or successor entities that are affiliated with Brisas del Mar LTD Partnership or Brisas del Mar, LLC, limited and related to the Premises. They shall also apply to the officers, employees, agents, representatives, assigns, successors-in-interest, and all persons and entities in active concert or participation with any of those entities limited and related to the Premises.
29. In the event that the Defendants are acquired by or merge with another entity, the Defendants shall, as a condition of such acquisition or merger, obtain the written agreement of the acquiring or surviving successor entities that are affiliated with Brisas del Mar LTD Partnership or Brisas del Mar, LLC, to be bound by any obligations remaining under this Consent Order for the remaining term of this Consent Order and that are related to the Premises.
30. The United States may take steps to monitor the Defendants' compliance with this Consent Order, including conducting fair housing tests at the Premises. Further, the United States is not precluded from conducting fair housing testing at any other rental property owned or managed by the Defendants.

**IX. MODIFICATIONS, ATTORNEY'S FEES AND COSTS,
AND REMEDIES FOR NON-COMPLIANCE**

31. Except as provided in Paragraph 32, the parties shall be responsible for their own attorney's fees and court costs.
32. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event the United

States contends that there has been a failure by the Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise comply with any provision thereof, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring the performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees that may have been occasioned by the Defendants' violation or failure to perform.

33. Any time limits for performance imposed by this Consent Order may be extended by the mutual written agreement of the parties.
34. The terms of this Consent Order shall not be modified, revised, or altered unless mutually agreed upon in writing by the parties and approved by the Court, except as provided in Paragraph 33.

X. DURATION

35. This Consent Order shall be in effect for a period of three (3) years from its date of entry. The case is hereby dismissed with prejudice, except that the Court shall retain jurisdiction to enforce the terms of this Consent Order. The United States may move the Court to extend the duration of this Consent Order in the interests of justice after providing reasonable notice to the Defendants and an opportunity to address the purported transgressions and need for the extension.

XI. TERMINATION OF LITIGATION HOLD

36. The parties agree that, as of the effective date of this Consent Order, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the complaints, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves

any of the parties of any other obligations imposed by this Consent Order.

DONE AND ORDERED in Miami, Florida this 9th day of September, 2021.


United States District Court Judge

Agreed to:

For the United States:

Juan Antonio Gonzalez
Acting United States Attorney

For the Defendants:

Brisas del Mar LTD Partnership,
Brisas del Mar, LLC,
Gatehouse Management, Inc., and
Lidicet Hernandez

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APPENDIX A

NONDISCRIMINATION POLICY

It is the policy of Brisas del Mar LTD Partnership, Brisas del Mar, LLC and Gatehouse Management, Inc., and their agents, executors, administrators, successors, and assigns, to comply with Title VIII of the Civil Rights Act of 1968 (commonly known as the Fair Housing Act) by ensuring that dwelling units are available to all persons without regard to national origin, race, color, religion, sex, disability, or familial status. The policy means, among other things, that Brisas del Mar LTD Partnership, Brisas del Mar, LLC, Gatehouse Management, Inc., and its leasing agents, owners, directors, officers, managers, supervisors, and employees, with the responsibility for renting, managing, or administering any dwelling units, must not discriminate on the basis of national origin, race, color, religion, sex, disability, or familial status, in any aspect of the rental of dwellings to qualified applicants or residents. Any agent or employee who fails to comply with this Nondiscrimination Policy shall be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service or treatment or behavior to residents on the basis of national origin, race, color, religion, sex, disability, or familial status may constitute a violation of local, state, and federal fair housing laws. Any resident who believes that any of the above policies have been violated by Brisas del Mar LTD Partnership, Brisas del Mar, LLC or Gatehouse Management, Inc., or any of its agents or employees, may contact the United States Attorney's Office at 305-961-9173, or the U.S. Department of Housing and Urban Development at 1-800-669-9777.

APPENDIX B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20 __, I was provided a copy of the Consent Order entered by the Court in *United States of America v. Brisas del Mar LTD Partnership, Brisas del Mar LLC, Gatehouse Management, Inc., and Lidicet Hernandez*, Civil Case No. _____, and provided with a copy of Brisas del Mar LTD Partnership, Brisas del Mar LLC, and Gatehouse Management, Inc.'s Nondiscrimination Policy. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

(PRINT NAME)

(SIGNATURE)

(JOB TITLE)

APPENDIX C

EMPLOYEE TRAINING CERTIFICATION

I certify that on _____, 20___, I received training with respect to my responsibilities under the Consent Order entered by the Court in *United States of America v. Brisas del Mar LTD Partnership, Brisas del Mar LLC, Gatehouse Management, Inc., and Lidicet Hernandez*, Civil Case No. _____, and the federal Fair Housing Act and state and local nondiscrimination laws. I have had the opportunity to have my questions about them answered. I understand my legal responsibilities not to discriminate under the fair housing laws, including the Fair Housing Act, and shall comply with those responsibilities.

(PRINT NAME)

(SIGNATURE)

(JOB TITLE)

APPENDIX D

RELEASE OF ALL CLAIMS

In release for the parties' agreement to the terms of the Consent Order entered by the Court in *United States of America v. Brisas del Mar LTD Partnership, Brisas del Mar LLC, Gatehouse Management, Inc., and Lidicet Hernandez*, Civil Action No. _____, and Defendants' payment to me of Twenty One Thousand Five Hundred Dollars (\$21,500) in accordance with the Consent Order, I hereby release, and forever discharge all claims related to the facts at issue in the litigation referenced above, or in any way related to this litigation, and any other claims arising from the discrimination alleged in the litigation, and from any and all other claims, up to and including the date of execution of this release, that I may have against Brisas del Mar LTD Partnership, Brisas del Mar LLC, Gatehouse Management, Inc., Lidicet Hernandez and Norka Isamberth, and any and all past and present owners, directors, officers, agents, managers, supervisors, employees, insurers, and attorneys of Brisas del Mar LTD Partnership, Brisas del Mar LLC, Gatehouse Management, Inc., Lidicet Hernandez and Norka Isamberth.

Executed this ___ day of _____, 2021

Arman Mehrani