

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No.: 6:22-cv-1824-WWB-LHP

CONCORD COURT AT CREATIVE
VILLAGE PARTNERS, LTD, DAWN
LAWSON, SAS CONCORD COURT AT
CREATIVE VILLAGE MANAGERS,
LLC, CONCORD MANAGEMENT, LTD
and CONCORD MANAGEMENT
COMPANY, INC.,

Defendants.

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ORDER

THIS CAUSE is before the Court on the parties' Joint Notice and Motion for Entry of Consent Order (Doc. 3). Therein, the parties request that this Court enter the proposed Consent Order (Doc. 3-1).

"It is well-established in this circuit that an injunction demanding that a party do nothing more specific than 'obey the law' is impermissible." *Elend v. Basham*, 471 F.3d 1199, 1209 (11th Cir. 2006) (citing *Burton v. City of Belle Glade*, 178 F.3d 1175, 1201 (11th Cir. 1999)). Therefore, because Section I of the proposed Consent Order does nothing more than require Defendants to obey the law (see Doc. 3-1 at 7–8), the Motion will be denied in this respect.

Accordingly, it is hereby **ORDERED** and **ADJUDGED** as follows:

1. The Joint Notice and Motion for Entry of Consent Order (Doc. 3) is **GRANTED in part** as set forth in this Order and **DENIED** in all other respects.
2. The Clerk is directed to close this case.

It is further **ORDERED** that:

3. This Court makes the following findings:
 - a. This Court possesses jurisdiction over this matter, and venue is proper in this Court.
 - b. The parties affected by this Order consent to this Order's entry to resolve all matters in dispute between them, and it does not constitute an admission by any party. This Order is not to be considered an adverse fair housing settlement, an adverse civil rights settlement, or an adverse federal or state government proceeding and settlement.
4. The following Consent Order is entered:

CONSENT ORDER

I. BAN ON CONDUCT

- A. Defendants, their employees, operators, managers, agents, and all other persons and entities in active concert or participation with any of them, are hereby enjoined, with respect to the rental of dwellings, from creating, maintaining, or enforcing rules or policies that limit or impose conditions, limitations, or requirements on minor residents' ability to access their units, elevators, stairwells, or buildings at residential rental properties Defendants

own, operate, or manage, unless the rules or policies are narrowly tailored to further a legitimate, nondiscriminatory purpose.

B. Defendants, their employees, operators, managers, agents, and all other persons and entities in active concert or participation with any of them, are hereby enjoined, with respect to the rental of dwellings, from creating, maintaining, or enforcing rules or policies that require adult supervision of children in common areas and amenity spaces available to tenants at any residential rental properties Defendants own, operate, or manage, unless the rules or policies are narrowly tailored to further a legitimate, nondiscriminatory purpose.

C. Defendants, their employees, operators, managers, agents, and all other persons and entities in active concert or participation with any of them, are hereby enjoined, with respect to the rental of dwellings, from failing to provide, upon request or indication of interest, complete and accurate information to rental housing applicants with children regarding particular units that have not been assigned to other tenant households at the residential rental properties Defendants own, operate, or manage, including their rental prices and any qualifications for rental.

II. **NONDISCRIMINATION POLICY**

A. Within thirty days of the entry of this Order, each Defendant shall adopt, implement, and maintain the Nondiscrimination Policy (the “**Policy**,” Attachment B, Doc. 3-1 at 27) and shall distribute the Policy and this Order to all their employees, operators, managers, agents, and all other persons or

entities in active concert or participation with any of them who work at any of the residential rental properties they own, operate, or manage.

- B. Within sixty days of the entry of this Order, each Defendant shall secure signed Certification of Training forms (Attachment D, Doc. 3-1 at 28) from each of their employees, operators, managers, or agents who have management or leasing responsibilities at any residential rental property any Defendant owns, operates, or manages acknowledging that they have received, read, understand, and agree to abide by the Policy and this Order.
- C. Within thirty days of the entry of this Order, Defendants must post and prominently display the Policy in the rental and/or management office of each residential rental property that they own, operate, or manage, as well as on any websites they operate associated with any such properties, for the term of this Order.

III. EDUCATION AND TRAINING

- A. Within ninety days of the entry of this Order, each Defendant and their employees, operators, managers, or agents who have management or leasing responsibilities at any residential rental property any Defendant owns, operates, or manages shall attend live training on the Fair Housing Act. The training shall cover all the Fair Housing Act's protections, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted in accordance with the following requirements:

1. The trainer or training entity shall be independent of Defendants and their employees, agents, and counsel, qualified to conduct such training, and approved in advance by the United States;
 2. Defendants shall submit to the United States the name and contact information of the person or organization proposed to provide the training no fewer than thirty days before the training date;
 3. Defendants shall provide the United States with Certification of Training forms (Attachment E, Doc. 3-1 at 29) executed by all individuals who attended the training no later than ten days after the training;¹ and
 4. Any expenses associated with the training shall be borne by Defendants.
- B. Each new employee, operator, manager, or agent who has management or leasing responsibilities at any residential rental property any Defendant owns, operates, or manages shall: (a) be apprised of the contents of the Policy, this Order, and of their obligations under the Fair Housing Act when their employment or agency commences; (b) be provided with the Policy and this Order when their employment or agency commences; and (c) execute the Certification of Receipt of Consent Order and Nondiscrimination Policy form (Attachment C, Doc. 3-1 at 28) within five days of their first day of employment.

¹ All documents or other communications required by this Order to be sent to counsel for the United States should be sent via e-mail to Jaclyn.Harris@usdoj.gov. If transmission via e-mail is not possible, such correspondence shall be sent via overnight mail to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: DJ 175-17M-530, at the following address: 4 Constitution Square 150 M Street NE – Room 8.111 Washington, DC 20002.

IV. REPORTING, RECORD KEEPING, AND MONITORING

- A. Defendants shall notify counsel for the United States in writing within fifteen days of receipt of any written complaint against any Defendant in this action, or against any of Defendants' employees, operators, managers, agents, or any other persons or entities in active concert or participation with them, regarding "familial status" discrimination in housing, as defined by the Fair Housing Act, 42 U.S.C. § 3602(k), filed with any federal, state, or local governmental agency, including a copy of the complaint. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number.

- B. Defendants shall also notify counsel for the United States in writing within fifteen days of receipt of any written complaint made by a resident or former resident of the Creative Village or any other residential rental property any Defendant owns, operates, or manages against any Defendant in this action, or against any of Defendants' employees, operators, managers, agents, or any other persons or entities in active concert or participation with them, regarding "familial status" discrimination in housing, as defined by the Fair Housing Act, 42 U.S.C. § 3602(k). Additionally, oral complaints made by residents or former residents of the Creative Village regarding "familial status" discrimination in housing, as defined by the Fair Housing Act, 42 U.S.C. § 3602(k), at Amelia Court and/or Concord Court must be reported to counsel for the United States as described in this Paragraph. If the complaint is written, 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.

- C. Defendants shall also promptly provide the United States all information it may request concerning any complaints set forth above and shall inform the United States within fifteen days of any resolution of any such complaint.
- D. Defendants shall preserve all records relating to their obligations under this Order. Upon providing reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy at reasonable times all records related to Defendants' obligations under this Order.
- E. Within ninety days of the entry of this Order, and every six months thereafter for the duration of this Order, Defendants shall certify to counsel for the United States that they are in compliance with the terms of this Order, including all policy, notice, and training requirements.
- F. The United States may take steps to monitor Defendants' compliance with this Order and the Fair Housing Act, including but not limited to conducting fair housing testing at any residential rental property owned, operated, or managed by any Defendant.

V. **MONETARY DAMAGES**

- A. Defendants shall pay a total amount of \$260,000 to resolve the United States' and the HUD Election Complainants' claims for monetary damages stemming from Defendants' policies at Concord Court and Amelia Court. This amount shall be paid as set forth below.
 - 1. HUD Election Complainants

- a. Within ten days of the United States' receipt of the Release form (Attachment E, Doc. 3-1 at 30) signed by Complainant Sherri Bannister, Defendants shall pay to Ms. Bannister, by wire transfer to her attorney and according to her attorney's instructions, \$30,000 in monetary damages. The United States shall notify Defendants upon its receipt of Ms. Bannister's Release form and provide Defendants with the signed Release form after confirming that Defendants have made the payment to Ms. Bannister described above.
- b. Within ten days of the United States' receipt of the Release form signed by Complainant Tais Hannah, Defendants shall pay to Ms. Hannah \$17,500 in monetary damages by delivering a check payable to Ms. Hannah to an address provided by the United States in the amount of \$17,500. The United States shall notify Defendants upon its receipt of Ms. Hannah's Release form and provide Defendants with the signed Release form after confirming that Defendants have made the payment to Ms. Hannah described above.
- c. Within ten days of the United States' receipt of the Release form signed by Complainant Kniia Coffee, Defendants shall pay to Ms. Coffee, by wire transfer to her attorney and according to her attorney's instructions, \$15,000 in monetary damages. The United States shall notify Defendants upon its receipt of Ms. Coffee's Release form and provide Defendants with the signed Release form

after confirming that Defendants have made the payment to Ms. Coffee described above.

2. The Pattern or Practice Referral Complainants and Other Aggrieved Persons

- a. Within ten days of the entry of this Order, Defendants shall deposit in an interest-bearing escrow account the total sum of \$197,500 for the sole purpose of paying monetary damages to persons whom the United States determines to have been harmed by Defendants' discriminatory housing practices at Concord Court and Amelia Court ("**aggrieved persons**"). This money shall be referred to as "**the Settlement Fund**." Within five business days of the establishment of the Settlement Fund, Defendants shall submit proof to the United States that the account has been created and the funds described in this paragraph deposited therein.
- b. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein. Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited into the account associated with the Settlement Fund.
- c. Deonna Newell and Debra Newell, Sandy Goussaint, Dominique Goosby, A.Q. and Ju. Q., and Tanika Hilton (collectively, the "**Identified Pattern or Practice Referral Complainants**") shall receive monetary damages from the Settlement Fund in the amounts

set forth in the Aggrieved Pattern or Practice Referral Complainants and their Monetary Damages (Attachment F, Doc. 3-1 at 31). Defendants shall, within twenty days of the notice from the United States that it has received the Release forms, pay to the Identified Pattern or Practice Referral Complainants the amounts listed in Attachment F according to instructions to be provided by the United States. As a prerequisite to receiving the payments described above, each of the Identified Pattern or Practice Referral Complainants shall execute and deliver to counsel for the United States a Release form (Attachment E, Doc. 3-1 at 30). Counsel for the United States shall deliver the original, executed Release forms to counsel for Defendants.

- d. Within six months of the date on which Defendants deposit the funds as required herein, the United States shall inform Defendants as to its determinations concerning which persons in addition to the HUD Election Complainants and the Identified Pattern or Practice Referral Complainants are aggrieved and the appropriate amount in monetary damages to be paid to each such person. Defendants agree that the determinations of the United States shall be final, and Defendants hereby waive the right to contest the United States' determination of who qualifies as an aggrieved person in this or any other proceeding. Defendants hereby agree that they will not seek to interfere with or oppose the United States' determinations regarding

aggrieved persons and the appropriate amount of monetary damages to be paid to each aggrieved person. The Parties agree that the Settlement Fund will be distributed in its entirety to aggrieved persons identified by the United States, which may include the distribution of further funds to the HUD Election Complainants and the Identified Pattern or Practice Referral Complainants.

- e. In its letter informing Defendants of its determinations regarding aggrieved persons, the United States shall apprise Defendants of the amounts (plus accrued interest) that should be distributed to each aggrieved person. Defendants shall, within ten days of receiving the United States' letter, deliver to counsel for the United States, by overnight delivery, a separate check payable to each aggrieved person in the amounts recommended. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.
- f. When counsel for the United States has received a check from Defendants payable to an aggrieved person and a signed Release form (Attachment E, Doc. 3-1 at 30) from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and a copy of the signed release to counsel for Defendants. The HUD Election Complainants and the Identified Pattern or Practice Referral Complainants shall not be required to execute a

second release in order to receive further distributions from the Settlement Fund.

- B. The monetary damages required to be paid pursuant to this Section are a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants shall not seek to discharge any part of this debt in bankruptcy.

VI. **ADDITIONAL RELIEF FOR THE HUD ELECTION AND PATTERN OR PRACTICE REFERRAL COMPLAINANTS**

- A. Defendants agree to forgive any outstanding balances alleged to be owed by any HUD Election Complainant and any Pattern or Practice Referral Complainant determined to be aggrieved by the United States, including but not limited to the Identified Pattern or Practice Referral Complainants, and shall not take any further action to recover any such funds. For each HUD Election Complainant and each Pattern or Practice Referral Complainant who the United States determines is aggrieved, Defendants shall provide to the United States the names of such individuals, an itemization of any balances alleged to be owed, and confirmation that the balances were forgiven. With respect to the HUD Election Complainants and the Identified Pattern or Practice Referral Complainants, Defendants shall provide this information to the United States within five days of the entry of this Order. Should the United States determine that any additional Pattern or Practice Referral Complainants are aggrieved, Defendants shall provide this information to the United States within twenty-one days of receiving notice of their aggrieved status.
- B. Defendants represent and affirm that they have not reported and will not report any detrimental information to Equifax, Experian, or TransUnion (“**three major**

credit bureaus") related to any debts allegedly accrued by any of the HUD Election Complainants or the Pattern or Practice Referral Complainants as of the date of entry of this Order. Should the United States receive information that this representation is inaccurate, it will notify Defendants within twenty-one days. Within thirty days of receiving the notification, Defendants shall take all actions necessary to expunge from credit histories any detrimental information they have reported to any of the three major credit bureaus regarding any of the HUD Election Complainants and the Pattern or Practice Referral Complainants and provide the United States with copies of the documents demonstrating their compliance with this paragraph.

- C. Defendants also agree to forgive any outstanding balances alleged to be owed by any additional individuals the United States determines are aggrieved. The United States shall provide Defendants a list of additional individuals it has determined are aggrieved. Within thirty days of Defendants' receipt of such list from the United States, Defendants shall provide to the United States the names of such individuals from the list with an itemization of the balances each individual is alleged to have owed, and confirmation that the balances were forgiven.

VII. **CIVIL PENALTY**

- A. Within ten days of the entry of this Order, Defendants shall pay \$5,000 to the United States as a civil penalty under 42 U.S.C. § 3614(d)(1)(C), to vindicate the public interest. This payment shall be in the form of an electronic funds transfer in accordance with written instructions to be provided by the United

States. This civil penalty is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. Defendants shall not seek to discharge any part of this debt in bankruptcy.

- B. In the event that Defendants or any of their agents engage in future violations of the Fair Housing Act, such violations will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii).

VIII. SCOPE, DURATION, AND ENFORCEMENT

- A. This Order is effective immediately upon its entry and shall remain in effect for four years from the date of its entry.
- B. The provisions of this Order, except Sections V, VI, and VII, shall apply to all Defendants, their employees, operators, managers, agents, and all other persons and entities in active concert or participation with any of them. Sections V, VI, and VII of this Order shall apply to all the residential rental properties that each Defendant owns, operates, or manages, including but not limited to Concord Court, Amelia Court, and the common use areas and amenities associated with these properties. Sections V, VI, and VII of this Order shall also apply to all the affordable housing offered by Southern Affordable Services, Inc. at residential real estate properties in the State of Florida. Defendants represent that they have the authority to implement the provisions of this Order at all locations within the Creative Village and at Southern Affordable Services, Inc.’s residential real estate properties in the State of Florida.

C. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

IX. TIME FOR PERMORMANCE

Any time limits for performance imposed by this Order may be extended by mutual written agreement of the Parties.

X. COSTS OF LITIGATION

Each Party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

DONE AND ORDERED in Orlando, Florida on April 10, 2023.



WENDY W. BERGER
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record