

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 JAMES C. GOSS, CATHY PLANTE,)
 and JOEY GWOZDZ,)
)
 Defendants.)
 _____)

Case No. 8:16-cv-2802-JDW-MAP

CONSENT ORDER

The United States initiated this action on September 30, 2016, against Defendants James Goss, Cathy Plante, and Jocy Gwozdz (“Defendants”) to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 *et seq.* (“FHA”). Defendant Goss owns May Grove Village Mobile Home Park, located at 1725 Gibsonia Galloway Road in Lakeland, Florida (“May Grove Village” or “the Park”). May Grove Village offers mobile homes for sale or rent. Those mobile homes are “dwellings” within the meaning of the FHA, 42 U.S.C. § 3602(b).

At all times relevant to the Complaint, Defendants Plante and Gwozdz were the managers at May Grove Village. Defendant Goss had the authority to supervise, direct, and control the actions of his employees, Defendants Plante and Gwozdz.

Defendants have represented that Defendant Goss is retired from his role at May Grove Village and no longer has any day-to-day involvement with May Grove Village. Defendants have also represented that Defendant Cathy Plante no longer works for May Grove Village.

Defendants have represented that operation of May Grove Village is overseen by a three member executive team (the “May Grove Village Executive Team”) consisting of Vice Presidents.

In 2015, the United States Department of Justice conducted testing to evaluate the Defendants’ compliance with the Fair Housing Act. Testing is a simulation of a housing transaction that compares the information, service, and treatment given by a housing provider to similarly-situated home seekers—in this case, differentiated by race—to determine whether illegal discrimination is occurring. The United States alleges that the testing showed that Defendants engaged in various practices of less favorable treatment of African American testers compared to white testers.

The Defendants acknowledge the United States could present evidence purporting to show less favorable treatment of African American testers compared to white testers. The Defendants further acknowledge that, if the United States’ evidence were deemed admissible, credited, and their defenses rejected at trial, it could be determined that they have been engaged in a pattern or practice of discrimination on the basis of race or color and a denial of rights to a group of persons in violation of the Fair Housing Act, 42 U.S.C. § 3604(a), (b), and (d), as alleged in the Complaint. However, the Defendants deny they engaged in a pattern or practice of discrimination on the basis of race or color or any other protected category and deny they violated the Fair Housing Act, 42 U.S.C. § 3604(a), (b), and (d), as alleged in the Complaint.

The parties stipulate that this Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §3614(a). To avoid the risks of contested litigation, the parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States’ claims against the Defendants without the necessity of a hearing on the merits.

Wherefore, it is ORDERED, ADJUDGED and DECREED:

I. Prohibitory Injunction

1. The Defendants and their agents, employees, successors, and all other persons in active concert or participation with any of them, are hereby enjoined, with respect to the sale or rental of dwellings, from:

(a) Refusing to sell or rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the sale or rental of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or color, in violation of the Fair Housing Act, 42 U.S.C. § 3604(a);

(b) Discriminating against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of race or color, in violation of the Fair Housing Act, 42 U.S.C. § 3604(b); and

(c) Representing to any person, because of race or color, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available, in violation of the Fair Housing Act, 42 U.S.C. § 3604(d).

2. The provisions of this Section shall apply to May Grove Village.

II. Nondiscriminatory Policy and Public Notice

3. Upon entry of this Consent Order, Defendant Goss shall revise May Grove Village's existing Nondiscrimination Policy and include those terms articulated in the Nondiscrimination Policy appearing at Appendix A at May Grove Village Mobile Home Park. Within five (5) days of the entry of this Consent Order, Defendant Goss shall provide a copy of

this Policy to each of his employees responsible for operation of the Park, including all involved in providing information about, showing, selling, or renting any mobile home at the Park, and direct them in writing to comply with that Policy.

4. Within thirty (30) days of the entry of this Consent Order, Defendant Goss shall provide a copy of the revised Nondiscrimination Policy to the residents of each occupied mobile home in the Park.

5. Defendant Goss shall provide a copy of the revised Nondiscrimination Policy and written direction to comply therewith to each new employee with any responsibility relating to the operation of May Grove Village Mobile Home Park within five (5) days of his or her hiring.

6. Within ten (10) days of the entry of this Consent Order, Defendant Goss shall take the following steps to notify the public of the revised Nondiscrimination Policy at May Grove Village Mobile Home Park:

- (a) Prominently post at the Park office used for the sale or rental of mobile homes a copy of the Nondiscrimination Policy and a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all mobile homes are available for sale or rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement;
- (b) Include the words "Equal Housing Opportunity" and/or the fair housing logo in all rental advertising for the Park conducted by Defendant Goss, or his employees, in newspapers, flyers, handouts, telephone directories, and other written materials; on radio, television, internet or other media broadcasts or postings; and on all billboards, signs, pamphlets, brochures and other

promotional literature; the words and/or logo shall be prominently placed and easily readable; and

- (c) Include the following equal housing statement in sales contracts and rental application(s) and rental agreement(s) used for the sale or rental of mobile homes at the Park 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).

III. Nondiscriminatory Standards and Procedures

7. Within forty-five (45) days of the entry of this Consent Order, Defendant Goss, by and through his authorized agent, shall develop and submit to the United States objective, uniform, nondiscriminatory standards and procedures for informing persons about and showing available mobile homes and for establishing objective financing criteria for the purchase of a mobile home at May Grove Village Mobile Home Park.¹ These standards and procedures shall be implemented within ten (10) days after the United States provides written notice to Defendant Goss that it does not object to their use. The standards and procedures for informing persons about and showing available mobile homes may be modified only if Defendant Goss or his

¹ All material required by this Order to be submitted to the United States shall be sent via overnight delivery addressed as follows:

Chief, Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
1800 G Street NW, Suite 7200
Washington, D.C., 20006
Attn: DJ #175-17M-514

Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of the undersigned counsel for the United States.

authorized agent gives written notice to the United States at least thirty (30) days before the proposed modifications are to take effect and the United States makes no objection thereto. If the parties cannot agree on such standards and procedures, either initially or with respect to a proposed modification, either party may present the matter to the Court for resolution.

8. The nondiscriminatory standards and procedures implemented pursuant to Paragraph 7 shall be posted together with the fair housing poster and revised Nondiscriminatory Policy, Appendix A, at the Park office, and a copy shall be provided to any person upon request.

9. The nondiscriminatory standards and procedures discussed in Paragraph 7 shall include the following:

- (a) Availability lists that include the mobile homes known to be available or reasonably expected to be available for sale or rental, the features of each, the anticipated availability date of each, and the sale price or monthly rent for each;
- (b) Guest cards, to be filled out by May Grove Village local management, that include for each prospective purchaser or tenant the person's name, address, and telephone number(s); race, as determined by the good faith observation of the Park representative assisting the person; the date(s) of visit(s); the size or type of mobile home and occupancy date requested; which mobile homes the person was shown or, if none, an explanation why not; for those who became Park residents, the unit number and date of occupancy; for those who did not become residents, a statement of the reason(s) why not; and on each card the name(s) of the Park representative(s) who met with the prospective resident;

- (c) Telephone logs that include for each person who calls the Park to inquire about the availability of a mobile home for inspection, sale, or rent the person's name, address, and telephone number(s), if provided; the size or type of mobile home and occupancy date requested; the availability and pricing information provided; the date of any appointment scheduled for the caller to come to the Park; and the name(s) of the Park representative(s) who spoke with the caller;
- (d) Waiting lists updated promptly that include each relevant unit number; the date and contact information for each applicant added to the list; a record of the contacts attempted or made with each applicant on the list, including the date of each; and the outcome for each applicant on the list; and
- (e) A document setting forth the terms and conditions under which Defendant Goss will provide financing for the purchase of a mobile home at the Park.

IV. Mandatory Training

10. Within fifteen (15) days of the entry of this Consent Order, Defendant Goss or his authorized agent shall provide a copy of this Consent Order to all agents and employees involved in providing information about, showing, selling, or renting any mobile home at, or in managing or operating, May Grove Village Mobile Home Park. He shall secure a signed statement from each employee acknowledging that he or she has received and read the Consent Order and the revised Nondiscrimination Policy (Appendix A), has had the opportunity to have questions about the Consent Order and revised Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the revised Nondiscrimination Policy. This statement shall be in the form of Appendix B.

11. Within sixty (60) days of the entry of this Consent Order, Defendant Gwozdz, Defendant Plante, and each member of the May Grove Village Executive Team shall attend an in-person educational program that provides instruction regarding their obligations under this Consent Order and the federal Fair Housing Act, with specific emphasis on discrimination on the basis of race or color. Any other person with any responsibility for providing information about, showing, or selling or renting mobile homes at May Grove Village as of the date of this training shall also attend. The Defendants shall pay the cost of this educational program. The trainer or training entity shall be qualified to perform such training, independent of the Defendants or their counsel, and approved in advance by the United States. Each individual who receives the training shall execute the Certificate of Training attached hereto as Appendix C.

12. If, at any time during the duration of this Consent Decree, Defendant Goss assumes a management or supervisory role regarding the operation of May Grove Village, he shall attend the training indicated in paragraph 11 within thirty (30) days of the date that he assumes such role.

13. During the term of this Consent Order, within ten (10) days after each new employce becomes involved in providing information about, showing, selling, or renting mobile homes at or in managing or operating May Grove Village, a representative of the May Grove Village Executive Team shall provide a copy of the revised Nondiscrimination Policy and a copy of the nondiscriminatory policies and procedures identified in Paragraph 7 to each and secure a signed statement from each acknowledging that he or she has received and read the revised Nondiscrimination Policy (Appendix A) and the nondiscriminatory policies and procedures, has had the opportunity to have questions about the revised Nondiscrimination Policy and the nondiscriminatory policies and procedures answered, and agrees to abide by the relevant

provisions of the policy and the nondiscriminatory policies and procedures. This statement shall be in the form of Appendix B.

14. During the term of this Consent Order, each new employee responsible for providing information about, showing, selling, or renting mobile homes at or in managing or operating May Grove Village shall receive the fair housing training described in Paragraph 11 within thirty (30) days of beginning his or her employment or agency, to the extent the new employee has not already received fair housing training, and shall complete the Training Certificate, Appendix C.

V. Compliance Testing

15. The United States may take steps to monitor the Defendants' compliance with this Consent Order including, but not limited to, conducting fair housing tests at May Grove Village Mobile Home Park.

VI. Record Retention and Reporting Requirements

16. The Defendants shall preserve all records related to this Consent Order and to the sale or rental of mobile homes at May Grove Village Mobile Home Park. Such documents include, but are not limited to, availability lists; applications; guest cards; telephone logs; waiting lists; documents relating to offers to purchase and completed sales or leases; correspondence or notes relating to applications or applicants; tenant files; advertisements; and web postings. Upon fifteen (15) business days' notice to the Defendants, representatives for the United States shall be permitted to inspect and copy any records related to this Consent Order to determine compliance with this Order, provided that the United States shall endeavor to minimize any inconvenience to the Defendants.

17. Within ninety (90) days of the entry of this Consent Order, and every six (6) months thereafter for its duration, Defendant Goss or his authorized agent shall deliver to the United States a report containing information relating to compliance with this Consent Order at May Grove Village, including the following:

- (a) Executed copies of Appendices B and C, to the extent not previously provided;
- (b) Photograph(s) of the Park office showing the fair housing poster and nondiscriminatory standards and procedures;
- (c) Copies of guest cards, availability lists, applications for residence in the Park, documents relating to offers to purchase a mobile home and completed sales for the time period following the previous report; and
- (d) Copies of any published advertisements, brochures distributed, or information about the Park available to the public, whether in print or electronic form, for the time period following the previous report.

The final report shall be submitted to the United States not later than sixty (60) days before the date of expiration of this Consent Order.

18. Defendant Goss or his authorized agent shall notify counsel for the United States in writing within fifteen (15) days of receipt of any housing discrimination complaint against him or any of his employees at May Grove Village Mobile Home Park, whether written or oral. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number and a copy of any written complaint. Defendant Goss or his authorized agent shall also promptly provide to the United States all information it may request concerning any such complaint and its actual or attempted resolution.

VII. Payment to the United States

19. Within 30 days of the entry of this Consent Order, Defendant Goss shall pay a total of thirty-five thousand dollars (\$35,000) to the United States, pursuant to 42 U.S.C. § 3614(d)(1)(B). This payment shall be in the form of an electronic funds transfer pursuant to written instructions provided by the United States.

VIII. Transfer of Property Interest

20. If at any time while this Consent Order remains in effect, Defendant Goss maintains that his obligations under this Order have terminated because he has sold or transferred all of his ownership interest in May Grove Village Mobile Home Park to a bona-fide third party purchaser in an arm's-length transaction, he shall inform the United States within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the subsequent purchaser. If any transfer of Defendant Goss' ownership interest in May Grove Village is not an arm's-length transaction, he and the new owner(s) shall remain jointly and severally liable for any violations of this Consent Order.

IX. Duration and Modification of and Non-Compliance with Consent Order

21. This Consent Order shall be in effect for a period of twenty-seven (27) months from the date of its entry. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the event of noncompliance with any of its terms.

22. The United States and the Defendants agree that in the event any Defendant engages in any future violation of the Fair Housing Act at May Grove Village during the period

prescribed in paragraph 21, such violation shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation during the period prescribed in paragraph 21, whether resolved voluntarily or through judicial proceedings. In the event there is a violation by Ms. Plante, said violation will not be considered a “subsequent violation” as to Mr. Goss and Mr. Gwozdz as referenced in this paragraph. If, during the time period prescribed in paragraph 21, Mr. Gwozdz is no longer employed at May Grove Village, any violation of Mr. Gwozdz will not be considered a “subsequent violation” as to Mr. Goss.

23. The parties shall endeavor in good faith to resolve informally any differences regarding 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 a Defendant(s) to perform in a timely manner any act required by this Consent Order or otherwise to act in conformance with any provision thereof, the United States shall provide Defendants written notice of the failure to timely perform. Upon receipt of this notice, the non-complying Defendant(s) shall have thirty (30) days to cure said deficiency noted in the written notice. If, upon expiration of this thirty (30) day period, the non-complying Defendant(s) have not cured the deficiency, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys’ fees that may have been occasioned by the violation or failure to perform.

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

X. Litigation Holds

25. The parties agree that, as of the date of entry of this Consent Order, litigation is not reasonably foreseeable concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Order, the party is no longer required to maintain such a litigation hold. However, nothing in this Order relieves the Defendants of the record-keeping responsibilities imposed by this Order.

XI. Costs of Litigation

26. Each party to this litigation shall bear its own costs and attorneys' fees.

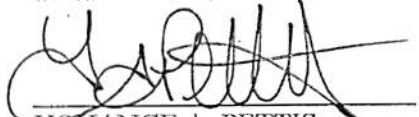
It is so ORDERED, this 12th day of December, 2016.


United States District Judge

The undersigned apply for and consent to the entry of this Order.


For the United States:

A. LEE BENTLEY, III
United States Attorney
Middle District of Florida



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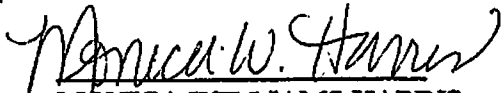
VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division



SAMEENA SHINA MAJEED
Chief
MICHAEL S. MAURER
Deputy Chief
NOAH D. SACKS
Trial Attorney
United States Department of Justice

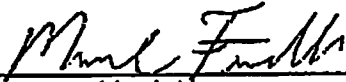
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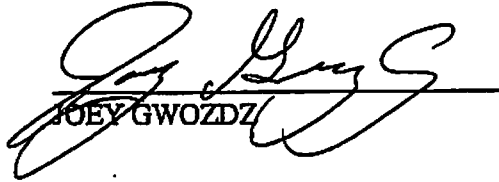


Michael Fridella, authorized to
sign on behalf of JAMES GOSS

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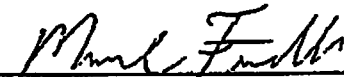
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JOEY GWOZDZ



CATHY PLANTE
846 Beaver Creek Road
Waterville, NY 13480



Michael Fridella, authorized to
sign on behalf of JAMES GOSS

APPENDIX A

NONDISCRIMINATION POLICY

It is the policy of May Grove Village Mobile Home Park to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, May Grove Village and all its agents and employees with the responsibility for selling, renting, managing, or operating any mobile homes must not discriminate in any aspect of the sale or rental of dwellings against qualified applicants or tenants. Specifically, they may not:

- A. Refuse to sell or rent, refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. 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, color, religion, national origin, disability, familial status, or sex;
- C. 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, color, religion, national origin, disability, familial status, or sex; or
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants for residency in May Grove Village on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

APPENDIX B

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER AND
NONDISCRIMINATION POLICY**

I acknowledge that on _____, 20___, I was provided copies of the Consent Order entered by the Court in *United States v. James C. Goss, et al.*, Civil Action No. 8:16-cv-2802-JDW-MAP (M.D. Fla.), and the Nondiscrimination Policy adopted for the management and operation of May Grove Village Mobile Home Park. 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.

Signature

Print Name

Job Title/Position

Date

APPENDIX C

EMPLOYEE TRAINING ACKNOWLEDGMENT

I hereby acknowledge that on _____, 201_, I completed training conducted by _____ on the requirements of the federal Fair Housing Act and the Consent Order entered by the United States District Court for the Middle District of Florida in *United States v. James C. Goss., et al.*, C.A. No. 8:16-cv-2802-JDW-MAP. I have also received and read a copy of that Consent Order.

I understand my obligation to not discriminate against any person in any aspect of the sale or rental of a residential dwelling, including a mobile home because of race, color, religion, national origin, disability, familial status (having children under age 18), or sex.

I also understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

Signature

Print Name

Job Title/Position

Date