

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 2:15-CV-591-JES-CM
)	
SOUTHWIND VILLAGE, LLC,)	
and CARL BRUCKLER,)	
)	
Defendants.)	
_____)	

CONSENT ORDER AS TO DEFENDANT SOUTHWIND VILLAGE, LLC

I. Introduction

1. The United States initiated this action on September 30, 2015, against Defendants Southwind Village, LLC and Carl Bruckler (“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”).

2. Defendant Southwind Village, LLC (“Southwind Village”) owns Southwind Village Mobile Home Park (“Subject Property”), a mobile home and recreational vehicle park located at 1269 River Road, North Fort Meyers, FL 33903. Defendant Southwind Village offers recreational vehicle (“RV”) lots at the Subject Property for rent. Those RV lots are “dwellings” within the meaning of 42 U.S.C. § 3602(b).

3. At all times relevant to the Complaint, Defendant Carl Bruckler was the park manager at the Subject Property.

4. In 2014, the United States Department of Justice conducted testing to evaluate Defendants' compliance with the Fair Housing Act. Testing is a simulation of a housing transaction that compares responses given by housing providers to similarly-situated home seekers with different characteristics to determine whether illegal discrimination is occurring.

5. In its Complaint, the United States alleges, based on testing evidence, that Defendants told prospective African American renters that no RV lots were available to rent while telling similarly situated white prospects that one or more RV lots were available to rent. The testing revealed, among other things, the following:

a. On September 3, 2014, a white tester called the rental office of the Subject Property and asked about the availability of RV lots for rent. Carl Bruckler told him that there were three RV lots "that are ready to go and you can stay here as long as you want." Shortly after the call, an African American tester visited the rental office to inquire about the availability of RV lots by stating that "my aunt has an RV and is looking for lot space." Bruckler informed the tester that the mobile home park was completely full and that he would not have any lots available for an RV until April 2015, and referred to the tester to a cheaper mobile home park nearby. Less than an hour later, a white tester visited the rental office to inquire about the availability of RV lots for his father. Bruckler told the tester that he had a lot available, and that the tester's father can "just call me the day he's coming...give me a check and park [his] rig." On his own initiative, Bruckler showed the tester the available lot, showed him the park's website, and

provided extensive information on amenities and activities available for park residents.

b. On October 21 and 28, 2014, respectively, a white tester called the Subject Property and inquired about the availability of RV lots for rent. On each occasion, Bruckler stated that two lots were available. On October 30, 2014, an African American tester visited the rental office to inquire about the availability of RV lots for his uncle. Bruckler informed the tester that the park was full, and that it is full every year. Bruckler referred this tester to the same nearby RV park, which he described as a “little shabby.” Bruckler further indicated to the tester that an application process was required to “protect the people that are here.” Less than two hours later, a white tester visited the rental office to inquire about the availability of RV lots for his mother. Bruckler stated to the tester that he had two RV lots left, that there was no application process, and that the tester’s mother could “literally drive in tomorrow with an RV and take [either of the available lots].”

c. On November 12 and 20, 2014, respectively, a white tester called the Subject Property and inquired about the availability of RV lots for rent. Buckler stated on the first occasion that two RV lots were available, and on the second occasion that three RV lots were available. On November 20, 2014, an African American tester visited the rental office at the Subject Property to inquire about the availability of any RV lots for his father. Bruckler told him that “I don’t have any until probably January” and that there were three people on a waiting list.

Less than an hour later, a white tester visited the Subject Property and inquired about the availability of RV lots for his mother. Bruckler on his own initiative took the tester to view four available RV lots, and further stated that “it doesn’t make any difference what day you get here.” On his own initiative, Bruckler provided the tester with extensive information on the amenities and activities available for park residents.

6. The United States, in its Complaint, further alleges that Defendants have:

a. Refused to negotiate for the rental of, or otherwise made unavailable or denied dwellings to persons because of race or color, in violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a); and

b. Represented, because of race or color, that dwellings were not available for rental when such dwellings were in fact so available, in violation of Section 804(d) of the Fair Housing Act, 42 U.S.C. § 3604(d);

7. The United States, in its Complaint, further claims that Defendants have:

a. Engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*; or

b. Denied to a group of persons rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, which denial raises an issue of general public importance.

8. Southwind Village does not have direct knowledge of the actions taken by Carl Bruckler that is sufficient for it to attest to the truth of all of the allegations in the United States’ Complaint. However, Southwind Village, based on information provided to it by the United States, does not dispute the accuracy of the allegations of the United States’ Complaint or its

liability, under controlling law, for the actions of Carl Bruckler. The United States acknowledges that, after Southwind Village was advised of the discriminatory acts of Carl Bruckler, it terminated Bruckler from his position as the park manager at the Subject Property.

9. The United States and Southwind Village 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).

10. In an effort to avoid costly litigation, the United States and Southwind Village have voluntarily agreed, pursuant to the Joint Motion to Approve and Enter Consent Order (ECF No. 17) and as indicated by the signatures below, to resolve the United States' claims against Southwind Village without the necessity of a hearing on the merits. This Consent Order does not resolve the United States' claims against Defendant Carl Bruckler.

Wherefore, it is ORDERED, ADJUDGED and DECREED:

II. Injunction

11. Southwind Village, its agents, employees, successors, and all other persons in active concert or participation with them, are enjoined, with respect to the rental or sale of dwellings, from:

- a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or color in violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a); and

b. Representing to any person, because of race, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available, in violation of Section 804(d) of the Fair Housing Act, 42 U.S.C. § 3604(d).

12. During the three-year period during which this Order remains in effect, the provisions of this Section shall apply to the Subject Property and all dwellings in which Southwind Village acquires a direct or indirect ownership, management, or other financial interest.

III. Non-Discrimination Policy and Notice to Public

13. Upon entry of this Consent Order, Southwind Village shall implement the Nondiscrimination Policy appearing at **Appendix A** at the Subject Property.

14. Within 30 days of the date of entry of this Consent Order and throughout its term, Southwind Village shall distribute the Nondiscrimination Policy to all current tenants and to Southwind Village's employees, agents, and anyone acting under the direction of Southwind Village, who has responsibility for showing, renting, managing, or operating any dwelling at the Subject Property.

15. Within 30 days of the date of entry of this Consent Order, Southwind Village shall take the following steps at the Subject Property to notify the public of the Nondiscrimination Policy:

- a. Prominently post at the rental office that is currently or subsequently used for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all lots are available for 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 conducted by Southwind Village, or its agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television, internet or other media broadcasts; 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 the rental application(s) and the rental agreement(s) used for rental dwelling units or lots in boldface type, using letters of equal or greater size to those of the text in the body of the document:¹

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).

IV. Training

16. Within 30 days of the date of entry of this Consent Order, Southwind Village shall provide a copy of this Consent Order to all agents and employees involved in showing, renting, managing, or operating any dwelling unit or lot at the Subject Property. Southwind Village shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy (Appendix A),

¹ To the extent and for the duration of time that the Subject Property meets the definition of “housing for older persons” as set forth in the Fair Housing Act, Southwind Village may omit familial status from the equal housing statement. The United States has made no determination whether, and this Consent Order should not be construed as suggesting that, the Subject Property meets the requirements for such housing. *See* 24 C.F.R. §§ 100.300 - 100.307.

has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Nondiscrimination Policy. This statement shall be in the form of **Appendix B**.

17. Within 30 days after each new agent or employee becomes involved in showing, renting, or managing units or lots at the Subject Property, Southwind Village shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy (Appendix A), has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the policy. This statement shall be in the form of **Appendix B**.

18. Within 120 days from the date of entry of this Consent Order, Southwind Village and all its partners, principals, owners, agents, and employees involved in the direct operations of the Subject Property, shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race and color. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and shall last at least two hours. Any expenses associated with this training shall be borne by Southwind Village. Each individual who receives the training shall execute the Certificate of Training, attached hereto as **Appendix C**.

19. All new agents or employees responsible for renting, managing, and/or operating dwelling units or lots at the Subject Property must receive the fair housing training, described in

Paragraph 18, within 30 days of beginning their employment or agency and shall complete **Appendix C**.

V. Non-Discrimination Standards and Procedures

20. Within 60 days from the date of entry of this Consent Order, Southwind Village shall develop and submit to the United States, with respect to the Subject Property, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwelling units or lots to prospective tenants. Such standards and procedures shall be approved by the United States in advance of their implementation and shall be consistent with the provisions of this Section. Within 15 days of when the United States approves the standards and procedures, Southwind Village shall implement and prominently display them in any office where there is rental activity and/or personal contact with applicants. Southwind Village and its agents and employees shall make available a copy of these standards and procedures upon request to any applicant for the rental of a dwelling. These standards and procedures may be modified only if written notice is given to counsel for the United States 30 days before the proposed modifications are to take effect and the United States makes no objection thereto.

21. The nondiscriminatory standards and procedures discussed in Paragraph 20, above, shall include the use of the following documents, which Southwind Village shall update for the Subject Property as new information becomes available, and retain:

- a. Guest Cards: Southwind Village shall ensure that, for all prospective tenants who inquire in person about dwelling units or lots, a Guest Card or other similar record is completed, either by the prospective tenant and/or Southwind Village, that contains:

- i. The date of the prospective tenant's visit and, when the prospective tenant agrees to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;
- ii. The race of the prospective tenant, based on Southwind Village's employee or agent's good faith observation;
- iii. The dwelling type the prospective tenant requests;
- iv. Whether the prospective tenant agreed to rent and the date on which the prospective tenant wishes to move;
- v. Whether the prospective tenant was invited to see available dwelling units or lots, and if not invited, an explanation why not;
and
- iv. The names of all employees/agents who assisted the prospective tenant.

b. Phone Logs: Southwind Village shall maintain, for all prospective tenants who inquire by telephone about dwelling units or lots, a phone log that contains the following information:

- i. The date of the prospective tenant's phone call and, when the prospective tenant agrees to provide the information, the prospective tenant's name and telephone number(s);
- ii. The dwelling type the prospective tenant requests;
- iii. Whether the prospective tenant was invited to see available dwelling units or lots, and if not invited, an explanation why not;

- iv. The date and time on which the prospective tenant is going to view the dwellings;
- v. Whether the prospective tenant agreed to rent and the date on which the prospective tenant wishes to move;
and
- vi. The names of all employees/agents who assisted the prospective tenant.

c. Availability List: Southwind Village shall maintain and timely update an Availability List that includes the unit or lot numbers known to be available or reasonably expected to be available for rental. Southwind Village, its agents, and its employees shall share the information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units or lots.

d. Waiting Lists: Southwind Village, its agents, and its employees shall maintain waiting lists in order of the date a request to rent was communicated and develop uniform standards for selecting individuals from the list.

VI. Compliance Testing

22. The United States may take steps to monitor Southwind Village's compliance with this Consent Order including, but not limited to, conducting fair housing tests at any office(s) or locations at which Southwind Village conducts rental activities.

VII. Reporting and Document Retention Requirements

23. Southwind Village shall, no later than 30 days after occurrence, provide to the

United States² notification and documentation of any written or oral complaint against any of Southwind Village, or Southwind Village's agents or employees, regarding discrimination in housing. If the complaint is written, Southwind Village 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. Southwind Village shall also promptly provide to the United States all non-privileged information it may request concerning any such complaint and shall inform the United States within 30 days of the substance of any resolution of such complaint.

24. Within 90 days of the date of entry of this Consent Order, and every 6 months thereafter for the duration of this Consent Order, Southwind Village shall deliver to counsel for the United States a report containing information regarding its compliance efforts during the preceding reporting period, including but not limited to:

- a. Executed copies of Appendices B and C, to the extent not previously provided;

² All correspondence required to be sent to the United States under the provisions of this Consent Order shall be sent to the U.S. Department of Justice, care of the undersigned counsel for the United States, ATTN: DJ# 175-17M-508, at the following addresses:

U.S. Mail: 950 Pennsylvania Avenue, N.W. - NWB
Washington, D.C. 20530

FedEx/UPS: 1800 G Street, N.W.
Suite 7002
Washington, D.C. 20006

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

- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Section V;
- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Sections III and V of this Consent Order;
- d. Copies of rental applications, guest cards, availability lists, rental applications, and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section V of this Consent Order;
- e. Any published advertisements pursuant to Paragraph 15(b).

The final report to the United States shall be submitted no later than 60 days before the expiration of this Order.

25. Southwind Village shall preserve all records for the Subject Property that are the source of, contain, or relate to any of the information pertinent to its obligations under this Consent Order, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, occupancy lists, and any correspondence about the availability of dwelling units or lots. Upon reasonable notice to counsel for Southwind Village, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Southwind Village shall provide copies of such documents.

VIII. Monetary Damages for Aggrieved Persons

26. Within thirty (30) days of the date of entry of this Consent Order, Southwind Village shall deposit in an interest-bearing escrow account the total sum of \$35,000 (thirty-five thousand dollars) for the purpose of compensating aggrieved persons whom the Court determines were harmed by Southwind Village's discriminatory rental practices (hereinafter "aggrieved persons"). This money shall be referred to as "the Settlement Fund." Within fifteen (15) days of the establishment of this Fund, Southwind Village shall submit proof to the United States that this account has been established and the funds deposited. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

27. Southwind Village shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 26.

28. Within forty-five (45) days after the date of this Consent Order, Southwind Village shall distribute to all tenants at the Subject Property a Notice to Potential Aggrieved Persons ("Notice"), as set out in **Appendix D**. Within thirty (30) days after such copies of the Notice have been delivered, Southwind Village shall provide the United States a signed statement attesting to the fact that it has complied with this provision of Consent Order.

29. Within forty-five (45) days of the effective date of this Consent Order, Southwind Village shall arrange and publish the Notice as follows:

- a. The Notice shall be published on one (1) occasion in the primary content section of each of the following publications: Gypsy Journal, SouthWest Florida Penny Saver, and North Fort Myers Neighbor. The Notice shall be published in a space measuring at least one-quarter (1/4) of a page.

b. Each Notice shall include the information set forth in Appendix D, and also contain a statement that the United States seeks information from any person who claims to have been subjected to race or color discrimination either as a tenant or applicant to the Subject Property and invite such persons to contact counsel for the United States within one hundred fifty (150) days from the effective date of this Consent Decree.

c. Southwind Village shall provide a copy of the publication containing each such Notice to counsel for the United States within thirty (30) days of the date of publication of the Notice.

30. To the extent that such records have not already been produced to the United States, Southwind Village shall produce any rental/tenancy records, or any other records in the possession, custody, or control of Southwind Village, or its agents or employees, upon notice to counsel for Southwind Village, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Order. Upon reasonable notice, Southwind Village shall provide such rental/tenancy records through counsel for Southwind Village.

31. Nothing in this Consent Order shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

32. The United States shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform Southwind Village in writing of its determinations, together with a sworn declaration from each newly-identified, allegedly aggrieved person setting forth the factual basis for the claim. Southwind Village shall have 14 days to review the declaration(s)

and provide to the United States any documents or information they believe may refute the claim(s).

33. After reviewing Southwind Village's comments, the United States shall submit its final recommendations, together with a copy of the declarations and any additional information submitted by Southwind Village, to the Court. However, if Southwind Village agrees with the United States' recommendations, the recommendation shall be submitted to the Court in the form of a Stipulated Order. When the Court issues an order approving or changing the United States' proposed distribution of funds for allegedly aggrieved persons, Southwind Village shall, within 30 days of the date of entry of the Court's order, deliver to counsel for the United States, by overnight mail, checks issued from the account containing the Settlement Fund and made payable to the aggrieved persons in the amounts approved by the Court, provided that the United States shall not deliver payment to an aggrieved person pursuant to this paragraph before the aggrieved person has executed and provided to counsel for the United States a written release (in the form of **Appendix E**) of all claims, legal or equitable, that he or she might have against Southwind Village.

34. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

35. After the satisfaction of Paragraphs 26-34 above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to a qualified organization(s) for the purpose of conducting enforcement or educational activities related to the Fair Housing Act in Fort Myers, FL and the surrounding area, with an emphasis on the protection of the rights of minorities. Before selecting the qualified

organization(s), Southwind Village will obtain a proposal from the organization(s) on how the funds will be used consistent with the above-stated purpose, submit such proposal to the United States, and consult with and obtain the non-objection of the United States. The United States and Southwind Village may request modification of the proposal before approving the organization(s). The parties shall thereafter seek approval from the Court to distribute the remaining funds to the qualified organization(s), and Southwind Village shall distribute such funds within thirty (30) days of the Consent Order consistent with the terms therein.

36. Southwind Village shall advise the qualified organization(s) receiving funds, that as a condition of their receipt of those funds, they must submit to Southwind Village and the United States a detailed report on how the funds are utilized within one year of receipt of funds, and every year thereafter until the funds are exhausted.

IX. Civil Penalty

37. Within 30 days after the date of entry of this Consent Order, Defendants shall pay a total of \$25,000 (twenty-five thousand dollars) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer pursuant to written instructions by the United States.

38. The civil penalty payment referenced in this Section 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.

X. Acquisition or Transfer of Interest in Dwellings

39. If at any time while this Consent Order remains in effect, Defendant Southwind Village maintains that its obligations under this Consent Order have terminated or changed

because it has sold or transferred all or any portion of the Subject Property to a bona-fide third party purchaser in an arm's-length transaction, Defendant Southwind Village 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.

40. If any transfer of Defendant Southwind Village's interest in the Subject Property is not an arm's-length transaction, Defendant Southwind Village and the new owner(s) shall remain jointly and severally liable for any violations of this Consent Order for its duration.

XI. Duration, Modification, and Non-compliance with Consent Order

41. 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. This Consent Order shall be in effect for a period of three years from the date of its entry. The United States may move the Court to extend the duration of the Consent Order in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require. Southwind Village has not waived the right to oppose or otherwise respond to any such request.

42. 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, whether willful or otherwise, 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 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 which may have been occasioned by the violation or failure to perform.

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

XII. Effect on Litigation Holds

44. 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.

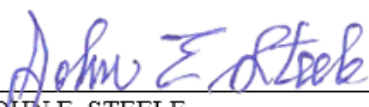
45. The preceding paragraph does not relieve Southwind Village of any record keeping responsibilities imposed by the terms of this Order.

XIII. Costs of Litigation

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

IT IS SO ORDERED.

Dated: December 15, 2015



JOHN E. STEELE
SENIOR UNITED STATES DISTRICT JUDGE

For the United States

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APPENDIX A

NONDISCRIMINATION POLICY

It is the policy of the Subject Property 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, the Subject Property, and all its agents and employees with the responsibility for renting, managing, or administering any dwelling units or lots must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants. Specifically, they may not:

- A. Refuse to rent, refuse to negotiate for the 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 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 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 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 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. Southwind Village LLC and Carl Bruckler*, Civil Action No. 2:15-cv-591-FTM-29CM (M.D. Fla.), and the Nondiscrimination Policy adopted by the Subject Property pursuant thereto. 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 acknowledge that on _____, 20 ____, I received _____
minutes of in-person training on the requirements of the Fair Housing Act.

Signature

Print Name

Job Title/Position

Date

CONFIDENTIAL – FOR SETTLEMENT PROPOSES ONLY

APPENDIX D

NOTICE TO POTENTIAL AGGRIEVED PERSONS

On December 15, 2015, the United States District Court for the Middle District of Florida entered a Consent Order resolving a lawsuit brought by the United States alleging race and color discrimination at Southwind Village Mobile Home Park (“Southwind”), located at 1269 River Road, North Fort Meyers, FL 33903. The lawsuit alleged that Southwind falsely told African-Americans that no recreational vehicle (“RV”) lots were available for rent. The Consent Order establishes a Settlement Fund to compensate persons who were victims of this type of alleged discrimination. If you (1) are African American; (2) sought to rent an RV lot at Southwind; and (3) were denied the opportunity to live at Southwind, or if you have information about any such persons, please contact the United States Department of Justice, no later than _____, at: 1-800-896-7743 and select menu option _____. You may also write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
1800 G Street, N.W., Suite 7002
Washington, DC 20006
Attn: DJ# 175-17M-508

Your telephone message or letter must include your name, address, and, if possible, your e-mail address and at least TWO telephone numbers where you may be reached.

CONFIDENTIAL – FOR SETTLEMENT PROPOSES ONLY

APPENDIX E

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Consent Order they entered into in the case of *United States v. Southwind Village LLC and Carl Bruckler*, Civil Action No. 2:15-cv-591-FTM-29CM, as approved by the United States District Court for the Middle District of Florida, and in consideration for the payment of \$ _____ I, _____, do hereby fully release and forever discharge Southwind Village, LLC, along with its insurers, co-insurers, reinsurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, independent contractors, heirs, executors, and administrators and any persons acting under its respective direction or control from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from alleged housing discrimination that I may have had against any of them for any of Southwind Village's actions or statements related to those claims through the date of the entry of the Consent Order.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20__.

[Signature]

[Print Name]