

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

UNITED STATES OF AMERICA,

Plaintiff,

v.

CARLOS VAZQUEZ AND LIGIA  
HERNANDEZ,

Defendants.

Case No.: 24-1160

---

**JOINT MOTION FOR ENTRY OF CONSENT ORDER**

TO THE HONORABLE COURT:

Plaintiff United States of America and Defendants Carlos Vazquez and Ligia Hernandez (collectively, “the Parties”), by and through the undersigned counsels, respectfully file this Joint Motion for Entry of Consent Order and, in support thereof, state as follows:

1. On April 3, 2024, the United States filed the Complaint against the Defendants, alleging violations of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“Fair Housing Act”), 42 U.S.C. §§ 3601-3631.

2. The Parties have negotiated a Consent Order that would resolve all the allegations set forth in the Complaint. A true and correct copy of the proposed Consent Order executed by the Parties is attached as Exhibit 1.

3. The Parties hereby request that this Honorable Court approve and enter the Consent Order. As set forth in the Consent Order, the Parties further request that this Court retain jurisdiction over this action during the term of the Consent Order for the limited purpose of any

future litigation concerning the construction, modification, and/or enforcement of the terms of the Consent Order.

WHEREFORE, the Parties respectfully request that this Honorable Court enter the attached Consent Order.

Dated: April 3, 2024

Respectfully submitted,

**For Plaintiff United States of America**

W. STEPHEN MULDROW  
United States Attorney  
District of Puerto Rico

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division

CARRIE PAGNUCCO  
Chief

*s/ David O. Martorani-Dale*  
DAVID O. MARTORANI-DALE  
Assistant United States Attorney  
District of Puerto Rico  
U.S.D.C. - P.R. 226004  
Torre Chardon, Suite 1201  
350 Carlos Chardon Street  
San Juan, Puerto Rico 00918  
Tel: (787) 766-5656  
Fax: (787) 766-6219  
Email: david.o.martorani@usdoj.gov

*s/ Faiza Majeed*  
ELIZABETH A. SINGER  
Director  
U.S. Attorneys' Fair Housing Program  
FAIZA MAJEED  
Trial Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
150 M Street, NE  
Washington, DC 20530  
Phone: (202) 615-2684  
Fax: (202) 514-1116  
Email: faiza.majeed@usdoj.gov

**For Defendants Carlos Vazquez and Ligia  
Hernandez**

s/Ramón L. Ramos Aponte

U.S.D.C. - P.R. 304606

Jiménez Seda & Alsina, P.S.C.

33 Resolucion St.

Corporate Center Bldg.

Suite 601

San Juan, P.R. 00920

Phone: (787) 625-9700

Email: [ramon.ramos@jsyalaw.com](mailto:ramon.ramos@jsyalaw.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on April 3, 2024, I filed the above motion with the Clerk of Court using the Court's electronic-filing system, which will automatically send notifications of this filing to all Attorneys of record.

/s/ David O. Martorani-Dale

Assistant United States Attorney

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

UNITED STATES OF AMERICA,

Plaintiff,

v.

CARLOS VAZQUEZ AND LIGIA  
HERNANDEZ,

Defendants.

Case No.: 24-1160

---

**CONSENT ORDER**

**I. INTRODUCTION**

1. This action was brought by Plaintiff the United States of America (the “United States”) to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the “Fair Housing Act”), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619. The United States filed this action on behalf of Scott Schaaf (“Mr. Schaaf”) pursuant to Section 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o).
2. Scott Schaaf resided in a condominium unit located at 364 C. San Jorge, Unit 2H, San Juan, Puerto Rico (the “Subject Property”), at all relevant times.
3. Defendant Carlos Vazquez owned the Subject Property at all times relevant to the Complaint. Defendant Ligia Hernandez is a real estate agent and was hired by Defendant Vazquez to rent out the Subject Property. Defendant Hernandez was at all relevant times acting as an agent for Defendant Vazquez and had actual or apparent authority from Defendant Vazquez to lease, rent, and manage the Subject Property.

4. The United States' Complaint alleges that Defendants Hernandez and Vazquez (collectively the "Defendants") discriminated against Mr. Schaaf by making a discriminatory statement with respect to rental of the Subject Property that indicated a preference, limitation, or discrimination based on disability in violation of 42 U.S.C. § 3604(c), making housing unavailable by rescinding a six month lease renewal offered to Mr. Schaaf after he disclosed his disability in violation of 42 U.S.C. § 3604(f)(1)(A), and interfering with Mr. Schaaf's exercise or enjoyment of his fair housing rights, in violation of 42 U.S.C. § 3617.
5. The United States and Defendants (collectively "the parties") agree that, to avoid costly and protracted litigation, the claims against Defendants should be resolved without further proceedings or a trial. This Consent Order resolves all claims in the Complaint against Defendants.

## **II. GENERAL INJUNCTION**

It is hereby STIPULATED, ADJUDGED, and ORDERED as follows:

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3612(o).
7. The Defendants will not discriminate on the basis of a disability as prohibited by the Fair Housing Act, and are hereby enjoined from:
  - a. Making statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination on the basis of disability or an intention to make any such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c);

- b. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling to any person because of their disability, in violation of 42 U.S.C. § 3604(f)(1)(A); and
- c. Coercing, intimidating, threatening, or interfering with a person in the exercise or enjoyment of, or on account of them having exercised or enjoyed, or on account of them having aided or encouraged any other person in the exercise or enjoyment of, a right granted or protected by 42 U.S.C. § 3604, in violation of 42 U.S.C. § 3617.

### **III. NONDISCRIMINATION POLICY**

- 8. Within thirty (30) days of the entry of this Consent Order, each Defendant shall adopt, implement, and maintain a Nondiscrimination Policy and shall distribute the Nondiscrimination Policy to all of their employees, agents, and residents. The Nondiscrimination Policy shall be reviewed by each employee, agent, or anyone acting under their direction, on an annual basis hereafter. The text of the Nondiscrimination Policy to be adopted by each Defendant is as set forth in Attachment A.

### **IV. FAIR HOUSING ADVERTISING**

- 9. Within thirty (30) days of the entry of this Consent Order, Defendants shall ensure that any advertising for rental of the Subject Property, including advertisements in Internet web pages, social media, newspapers, flyers, handouts, telephone directories, signs (including at or near to the Subject Property), and other written materials, and on all rental applications and all leases, include either: (1) a fair housing logo and the words “Equal Housing Opportunity Provider,” *or* (2) the words “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).” The logo and/or words should be legible and prominently placed.

**V. MANDATORY TRAINING AND EDUCATION**

10. Within ninety (90) days of the entry of this Consent Order, Defendants will undergo a live training on the Fair Housing Act, with specific emphasis on the Fair Housing Act’s prohibitions against disability discrimination. The training will be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training will be borne by the Defendants. Defendants will obtain from the trainer a certification of attendance, in a form acceptable to the United States. This certification will include the name of the course, the date the course was taken, the length of the course, and/or the time within which the course was completed. Defendants will send the certification of attendance by email to [faiza.majeed@usdoj.gov](mailto:faiza.majeed@usdoj.gov) within fourteen (14) days of completing the training. The certification may also be submitted by overnight delivery addressed to: Faiza Majeed, Trial Attorney, 4 Constitution Square, 150 M Street, NE, Room 8.1120, Washington, DC 20002.

**VI. REPORTING REQUIREMENTS**

11. The Defendants shall prepare semi-annual reports until the expiration of this Consent Order that detail the actions they have taken to fulfill their obligations under the Consent Order. Each Defendant shall submit a first Compliance Report to the United States no later than six (6) months after the effective date of the Consent Order, and subsequent reports every six months thereafter, for the duration of the Consent Order, except that the final report shall be delivered to the United States no fewer than sixty (60) days prior to the date upon which the Consent Order is scheduled to expire. The Compliance Report



shall include: (a) copies of any advertising for the Subject Property in newspapers, in telephone directories, on radio, on television, on the internet and social media, or in other media published since the submission of the prior report; (b) copies of the Nondiscrimination Policy described in Section III, above; (c) whether the Subject Property is rented and to whom; and (d) confirmation of compliance with the terms of the Consent Order.

12. During the period in which this Consent Order is in effect, Defendants will notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against the Defendants or Defendants' agents regarding disability discrimination in housing. If the complaint is written, Defendants will provide a copy of it with the notification. The notification will include the full details of the complaint, including the complainant's name, address, and telephone number. Defendants will also promptly provide the United States all information it may request concerning any such complaint and will inform the United States within fifteen (15) days of any resolution of such complaint.
13. During the period in which this Consent Order is in effect, Defendants will preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Consent Order and any other documents related to the management or rental of the Subject Property. Such documents include, but are not limited to, applications, leases, tenant files, policies and procedures, and unit availability logs. Upon reasonable notice to counsel for Defendants, representatives of the United States will be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants will provide copies of such documents.

**VII. MONETARY DAMAGES TO AGGRIEVED PERSON AND WAIVERS**

14. No later than thirty (30) days after the date of entry of this Consent Order, Defendants will pay the sum of five thousand dollars (\$5,000) in monetary damages to Mr. Schaaf by delivering one certified check to the United States, payable to Scott Schaaf. The check should be sent by overnight delivery addressed to: Faiza Majeed, Trial Attorney, 4 Constitution Square, 150 M Street, NE, Room 8.1120, Washington, DC 20002.
15. As a prerequisite to receiving such payment, Mr. Schaaf will execute a release of all claims, legal or equitable, that he may have against Defendants relating to the claims asserted in this lawsuit. Such release will take the form of Attachment B to this Consent Order. The United States will deliver a copy of the signed release to counsel for Defendants.
16. Defendants agree to waive in their entirety any and all claims they may have against Mr. Schaaf related to the Subject Property, including any claims for unpaid rent or alleged damage to the Subject Property.

**VIII. JURISDICTION, DURATION, AND SCOPE**

17. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for three (3) years from the date of its entry.
18. The Court shall retain jurisdiction for the duration of the term of the Consent Order for the purpose of enforcing and modifying its terms.
19. The United States may move the Court to extend the period in which this Consent Order is in effect if the United States believes it is likely that Defendants violated one or more terms of the Consent Order or if the interests of justice so require to effectuate the rights and obligations arising from this Consent Order. This action and the

Complaint shall be deemed dismissed with prejudice upon the expiration of this Consent Order.

20. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties.
21. Except as provided in Paragraph 19, 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.
22. 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 Defendants fail to perform in a timely manner any act required by this Consent Order or act in violation of any provision of this Order, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of damages, costs, and reasonable attorney's fees that may have been occasioned by Defendants' violation or failure to perform.
23. The United States may take steps to monitor Defendants' compliance with this Consent Order, including conducting fair housing tests at rental housing owned or managed by Defendants.
24. If, at any time before the expiration of this Consent Order, Defendants sell or otherwise relinquish their interest and management responsibilities for the Subject Property to a

bona fide, independent, third-party in an arms-length transaction,<sup>1</sup> their obligations under this Consent Order, except for Paragraphs 7a – 7c and 12, shall cease.

25. If, at any time while this Consent Order remains in effect, Defendants maintain that their obligations under this Consent Order have terminated or changed because they have relinquished, sold, or transferred their management duties or interest in the Subject Property to a bona fide third party in an arms-length transaction, Defendants shall inform the United States within 30 days of the transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information of the transferee.
26. If any transfer of interest in the Subject Property is not an arms-length transaction, Defendants shall remain jointly and severally liable, along with the transferee, for any violations of this Consent Order.

#### **IX. COSTS OF LITIGATION**

27. Except as provided for in Paragraph 22, all parties shall be responsible for their own attorney's fees and costs associated with this action.

#### **X. TERMINATION OF LITIGATION HOLD**

28. The parties agree that, as of the effective date of this Consent Order, litigation is not “reasonably foreseeable” concerning the matters described above or in the United States’ Complaint. To the extent that any of the parties previously implemented a

---

<sup>1</sup> For purposes of this Consent Order, “arms-length transaction” is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. A transaction involving a corporate entity in which the Defendants, or any person related to the Defendants by corporate affiliation are officers, members, executives, managers, partners, employees, subsidiaries, affiliates, or agents, shall not be considered an arms-length transaction.

litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, 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.

**IT IS SO ORDERED:**

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

United States District Judge

Dated: April 3, 2024.

Respectfully submitted,

**For Plaintiff United States of America**

W. STEPHEN MULDROW  
United States Attorney  
District of Puerto Rico

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division

CARRIE PAGNUCCO  
Chief

*s/ David O. Martorani-Dale*

*s/ Faiza Majeed*

---

DAVID O. MARTORANI-DALE  
Assistant United States Attorney  
District of Puerto Rico  
U.S.D.C. - P.R. 226004  
Torre Chardon, Suite 1201  
350 Carlos Chardon Street  
San Juan, Puerto Rico 00918  
Tel: (787) 766-5656  
Fax: (787) 766-6219  
Email: david.o.martorani@usdoj.gov

---

ELIZABETH A. SINGER  
Director  
U.S. Attorneys' Fair Housing Program  
FAIZA MAJEED  
Trial Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
150 M Street, NE  
Washington, DC 20530  
Phone: (202) 615-2684

Fax: (202) 514-1116  
Email: faiza.majeed@usdoj.gov

Attorneys for Plaintiff  
United States of America

**For Defendants Carlos Vazquez and Ligia Hernandez**

s/Ramón L. Ramos Aponte  
U.S.D.C. - P.R. 304606  
Jiménez Seda & Alsina, P.S.C.  
33 Resolucion St.  
Corporate Center Bldg.  
Suite 601  
San Juan, P.R. 00920  
Phone: (787) 625-9700  
Email: ramon.ramos@jsyalaw.com

Attorney for Defendants  
Carlos Vazquez and Ligia Hernandez

## **ATTACHMENT A**

### **NONDISCRIMINATION POLICY**

It is the policy of [insert Defendant name] to comply with the Fair Housing Act, 42 U.S.C. § 3601, *et seq.* by ensuring that all housing units are available to all persons without regard to race, color, religion, national origin, disability, familial status (having children under 18), or sex. This policy means, among other things, that [insert Defendant name] and all agents and employees with the responsibility of renting or managing any housing units must not discriminate in any aspect of housing. Such owner, agent, and employee may not:

- A. Discriminate in the management or rental of, or otherwise make unavailable or deny a housing unit to any person because of race, color, religion, sex, familial status (having children under 18), national origin, or disability of the resident or of any person associated with the resident;
- B. Make, print, or publish, approve, or cause to be made, printed or published, any notice, statement, or advertisement that indicate a preference, limitation, or discrimination based on race, color, religion, sex, familial status (having children under 18), national origin, or disability;
- C. Discriminate against any person in the terms, conditions, or privileges of the management or rental of a housing unit or in the provision of services or facilities in connection with a housing unit, because of race, color, religion, sex, familial status (having children under 18), national origin, or disability of the resident or any person associated with the resident; and

D. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

Any owner, agent, or employee who fails to comply with this nondiscrimination policy will be subject to appropriate disciplinary action. Any action taken by an owner, agent, or employee that results in the unequal service, treatment or behavior to tenants or prospective tenants because of race, color, religion, national origin, disability, familial status (having children under 18), or sex, may constitute a violation of state and federal fair housing laws. An individual who believes that he or she is the victim of discrimination may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the U.S. Department of Justice at 1-833-591-0291 or by submitting a report online at [civilrights.justice.gov](https://civilrights.justice.gov).



**ATTACHMENT B**

**Release of Claims**

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States v. Vazquez* (D.P.R.), and the Defendants' payment to me of \$5,000, I, Scott Schaaf, hereby release Defendants Carlos Vazquez and Ligia Hernandez from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the above-referenced action or related to my tenancy described in that action. I hereby acknowledge that I have read this release and have executed it voluntarily and with full knowledge of its legal consequences.

---

Scott Schaaf

---

Date