

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

HOUSING OPPORTUNITIES PROJECT FOR  
EXCELLENCE, INC., a not-for-profit Florida  
corporation; LAURA MORALES  
and CHARLOTTE JENSEN,

Plaintiffs,

v.

**Case No.**

EXPRESS FLORIDA REALTY, INC., a  
Florida corporation; DECORON REALTIES INC.,  
a foreign corporation; and MARIA PEREZ-BOAN,

Defendants.

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**COMPLAINT  
and  
JURY DEMAND**

Plaintiffs, Housing Opportunities Project for Excellence, Inc. (“HOPE”), Laura Morales, and Charlotte Jensen, by and through their undersigned attorneys, file this Complaint for injunctive and declaratory relief, damages, costs, and attorneys’ fees against Defendants, Express Florida Realty, Inc., Decoron Realities, Inc., and Maria Perez-Boan, and as good grounds state as follows:

**Preliminary Statement**

1. This action arises as a result of Defendants’ discriminatory actions perpetrated against families with children with regards to the rental and advertisement of units at The J Apartments, a building which encompasses certain real property, including but not limited to, 8320 Harding Avenue, Miami Beach, Florida, 33141. Specifically, Defendants have violated the Fair Housing Act by, among other things:

- a) making, printing, or publishing, or causing to be made, printed, or published, a statement indicating a preference against families with children;
- b) refusing to negotiate for the rental of a dwelling because of familial status; and
- c) otherwise making unavailable and/or denying a dwelling because of familial status.

### **Jurisdiction and Venue**

2. Jurisdiction is invoked pursuant to 42 U.S.C. § 3613(a), in that Plaintiffs assert their claims of housing discrimination in a civil action, and also pursuant to 28 U.S.C. §§ 1331, 2201 and 1343(a)(4), in that this is a civil action seeking to redress the deprivation of the right to fair housing secured to Plaintiffs by the Fair Housing Act.

3. Plaintiffs seek declaratory relief pursuant to 28 U.S.C. §§ 2201 and 2202.

4. Plaintiffs seek preliminary and permanent injunctive relief pursuant to Rule 65, Federal Rules of Civil Procedure.

5. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and 1391(c) in that the events and/or omissions giving rise to the claims herein occurred in this district, and all Defendants conduct business in this district.

### **Parties**

6. Plaintiff HOPE is a Florida not-for-profit corporation headquartered in Miami, Florida. HOPE provides information about and seeks to enforce fair housing laws for the people of south Florida who have been unjustly denied access to housing. HOPE attempts to accomplish these goals by empowering people through education, advocacy, and enforcement of fair housing laws. HOPE engages in testing for fair housing law violations, pursuing enforcement of meritorious claims, conducting fair housing education and outreach, and

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administering relocation and mobility counseling programs designed to prevent and eliminate discriminatory housing practices. HOPE is funded, in part, by the United States Department of Housing and Urban Development (U.S. HUD) to conduct fair housing education, outreach, and discriminatory fair housing investigations and enforcement in South Florida.

7. Plaintiff, Charlotte Jensen, is a tester for HOPE who sought information from Defendants and their agents about the availability of units at the J Apartments. Ms. Jensen was and continues to be adversely affected by the acts, omissions, policies, and practices of Defendants and their agents. At all relevant times, Ms. Jensen was acting within the scope of her employment with HOPE.

8. Plaintiff, Laura Morales, is a tester for HOPE who sought information from Defendants and their agents about the availability of units at the J Apartments. Ms. Morales was and continues to be adversely affected by the acts, omissions, policies, and practices of Defendants and their agents. At all relevant times, Ms. Morales was acting within the scope of her employment with HOPE.

9. Defendant, Express Florida Realty, Inc. (“Express”) is a Florida corporation, comprised of licensed real estate professionals who are supposed to be educated and trained in fair housing laws.

10. Defendant, Decoron Realities Inc. (“Decoron”) is a foreign corporation which owns the building located at 8320 Harding Avenue, Miami Beach, Florida, 33141.

11. Defendant, Maria Perez-Boan, is an individual who was acting within the scope of her employment with Defendant Express and Defendant Decoron at all relevant times. Ms. Perez-Boan is the registered agent for Defendant Decoron. Ms. Perez-Boan is a licensed real estate professional. She holds her license with Defendant Express.

**Factual Allegations**

12. On or before January 4, 2013, a former resident of J Apartments informed HOPE that she was pressured to move out of the J Apartments because she was 7 months pregnant. Defendant Maria Perez-Boan informed the former resident that the building was not good for children, that she did not approve of a resident living on the second floor of the building while pregnant and, under pressure from Ms. Perez-Boan, the resident moved out of the J Apartments.

13. On or about January 14, 2013 a HOPE tester called the number for Ms. Perez-Boan provided by the former tenant. Ms. Perez-Boan answered and said it was the number for Decoron Realities. The tester expressed an interest in an apartment at the J Apartments property. Ms. Perez-Boan said she had several available units and then asked about who would be living in the unit.

14. The tester answered that it would be her and her two-year-old child. Ms. Perez-Boan then replied that it wasn't that type of building, and further explained that it was an older building and too dangerous for children. When the HOPE tester replied that she was good with her child and there would be no risk, Ms. Perez-Boan said she did not have any available units.

15. On or about January 15, 2013, another HOPE tester, Noris Caballero, called the number provided by the former tenant of the J Apartments and contacted Ms. Perez-Boan. The tester said she was interested in renting an apartment at the J Apartments for herself and her adult daughter. Ms. Perez-Boan asked the tester if there would be any pets or children in the apartment, and Ms. Caballero said "no." Ms. Perez-Boan indicated she had a unit available at the J Apartments.

16. On or about January 19, 2013, another HOPE tester, Alexandra Del Rosario, spoke on the phone with Ms. Perez-Boan and set up a meeting. Ms. Del Rosario went on her own

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to see a unit in another building. While there, Ms. Del Rosario spoke with Ms. Perez-Boan on her cellphone, and Ms. Perez-Boan indicated that there was availability in the J Apartments. The two separately traveled the short distance to the J Apartments and met in person there. Ms. Perez-Boan showed Ms. Del Rosario unit #17 in the J Apartments. Ms. Perez-Boan informed Ms. Del Rosario about the recently renovated kitchen and bathroom. Ms. Perez-Boan then informed Ms. Del Rosario about another available studio apartment downstairs (unit #7), and showed it to Ms. Del Rosario when she requested to see it. Ms. Perez-Boan indicated that both apartments would be available by February 1, and said if a deposit were provided, the apartment would not be shown to anyone else. Ms. Perez-Boan then said that there was another unit, Unit #5, available in the J Apartments, and showed that apartment to Ms. Del Rosario.

17. On or about January 21, 2013, Plaintiff Laura Morales made contact with Ms. Perez-Boan by phone to inquire about renting an apartment. Ms. Morales inquired about property around Harding Avenue on Miami Beach, and Ms. Perez-Boan asked if Ms. Morales had any children. When Ms. Morales answered that she did, Ms. Perez-Boan replied, "sorry, I don't do kids." When Ms. Morales asked for clarification, Ms. Perez-Boan said that the place was not good for kids, but that she had other properties available.

18. On January 25, 2013, another HOPE tester, Carrie Spencer, sent a text message to Ms. Perez-Boan to inquire about seeing an apartment. Ms. Perez-Boan called her back, and Ms. Spencer asked about an apartment in the J Apartments on Harding Avenue. Ms. Perez-Boan provided some basic information about the apartment, and then said that there were no pets or kids allowed. Ms. Spencer said okay, and Ms. Perez-Boan asked her if she had kids, to which Ms. Spencer answered "no." They agreed to meet the following day to see the apartment.

19. The following day, at approximately 3:30 p.m., Ms. Spencer met Ms. Perez-Boan at the J Apartments. Ms. Perez-Boan showed her Unit 17. After discussing the deposit amount, Ms. Perez-Boan explained she was the Apartment Manager and then showed Ms. Spencer the laundry facilities. Ms. Spencer left at approximately 3:45 p.m.

20. On that same date, immediately after Ms. Spencer left, Plaintiff Charlotte Jensen arrived at the J Apartments and asked another resident passerby where the leasing office was. The resident informed her that there was no office, but that he could find the building manager, named Maria. He pointed out Ms. Perez-Boan, and Plaintiff Jensen was walked over and introduced herself. After inquiring whether any units were available, Ms. Perez-Boan took her to a studio unit, Unit #17. After explaining the deposits and describing the application process, Ms. Perez-Boan inquired if the apartment was just for Plaintiff Jensen. Ms. Jensen replied that it was for herself and her two- year-old son. Ms. Perez-Boan replied that she was sorry but that they did not accept children, that they were too much of a liability and too rambunctious. Ms. Jensen left the premises at approximately 3:50 p.m.

21. But for all Defendants' unlawful actions, Plaintiffs would not have taken any of the above-described actions. Defendants' actions diverted HOPE's limited resources, which could have been used to further HOPE's other goals.

22. Plaintiffs Morales and Jensen posed as a would-be renters when they attempted to contact Defendants and their agents. Accordingly, the Plaintiffs acted as testers when they collected evidence of the Defendants' discriminatory practices. As individuals committed to the advancement of fair housing, Plaintiffs Morales and Jensen were emotionally distraught and insulted by the statements made and the treatment received.

23. HOPE collected evidence of the Defendants' discriminatory practices by, among other things, documenting phone calls and interactions.

**COUNT 1: VIOLATION OF THE FAIR HOUSING ACT  
AGAINST EXPRESS REALTY, INC.**

24. Plaintiffs repeat and reallege paragraphs 1 through 23 as if fully set forth herein.

25. This Count 1 is brought by Plaintiffs against Defendant, Express Realty, Inc. (hereinafter "Express").

26. Defendant Express is liable to Plaintiffs Morales, Jensen and HOPE for all injuries caused by the Fair Housing Act violations committed by Express and its agents.

27. Defendant Express has violated the Fair Housing Act (42 U.S.C. § 3604, *et seq.*) by, among other things:

A. making statements, printing, or publishing, or causing to be made, printed, or published a notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates a preference, limitation, or discrimination based on familial status; and

B. thereby making a dwelling unavailable because of familial status.

28. A discriminatory purpose, not any legitimate reason, was a motivating factor behind Defendant Express's aforementioned discriminatory actions and/or omissions.

29. As a result of Defendant Express's actions, omissions, policies, and procedures as described above, Plaintiffs Morales, Jensen and HOPE suffered, are continuing to suffer, and will in the future suffer irreparable loss and injury including, but not limited to, humiliation, embarrassment, emotional distress, and a deprivation of their rights to equal housing opportunities regardless of familial status.

30. As a result of Defendant Express and/or its agents' actions, omissions, policies, and procedures as described above, Plaintiff HOPE expended resources that it would have otherwise been able to use towards its mission.

31. As a result of Defendant Express's, actions, omissions, policies, and procedures described above, Plaintiff HOPE's ability to provide housing counseling and referral services has been and will continue to be frustrated.

32. As a result of Defendant Express's, actions, omissions, policies, and procedures described above, Plaintiff HOPE's purpose of enforcing the fair housing laws in Florida has been and will continue to be frustrated.

33. WHEREFORE, Plaintiffs respectfully request that the Court:

A. declare the actions, omissions, policies, and procedures of Defendant Express complained of herein to be in violation of the federal Fair Housing Act;

B. enter a permanent injunction enjoining Defendant Express, its successors, and its servants, agents, and employees, and all those acting in concert with it, from making, printing, or publishing statements or advertisements that indicate a preference, limitation, or discrimination based on familial status;

C. enter a permanent injunction compelling Defendant Express, its successors, and its servants, agents, and employees, and all those acting in concert with it, to adopt policies, procedures and practices, which will ensure that no statements or advertisements indicating a preference, limitation, or discrimination based on familial status are made, printed, or published in the future;

D. award compensatory and punitive damages to Plaintiffs Morales and Jensen against Defendant Express to compensate Plaintiffs Morales and Jensen for,

among other things, the humiliation, embarrassment, and emotional distress caused by Defendant Express's discriminatory actions, and loss of equal housing rights;

E. award compensatory and punitive damages to plaintiff HOPE against Defendant Express to compensate HOPE for, among other things, the drain on its resources that can be attributed to the frustration of HOPE's purpose of enforcing the fair housing laws in Florida and providing housing counseling and referral services;

F. award Plaintiffs Morales, Jensen and HOPE their costs and reasonable attorneys' fees in this action; and

G. award Plaintiffs Morales, Jensen and HOPE such other and further relief as the Court deems just and proper.

**COUNT 2: VIOLATION OF THE FAIR HOUSING ACT  
AGAINST DECORON REALTIES INC.**

34. Plaintiffs repeat and reallege paragraphs 1 through 23 as if fully set forth herein.

35. This Count 2 is brought by Plaintiffs against Defendant, Decoron Realities Inc. ("Decoron").

36. Defendant Decoron is liable to Plaintiffs Morales, Jensen and HOPE for all injuries caused by the Fair Housing Act violations committed by Decoron and its agents.

37. Defendant Decoron has violated the Fair Housing Act (42 U.S.C. § 3604) by, among other things:

A. making statements, printing, or publishing, or causing to be made, printed, or published a notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates a preference, limitation, or discrimination based on familial status; and

B. thereby making a dwelling unavailable because of familial status.

38. A discriminatory purpose, not any legitimate reason, was a motivating factor behind Defendant Decoron's aforementioned discriminatory actions and/or omissions.

39. As a result of Defendant Decoron's actions, omissions, policies, and procedures as described above, Plaintiffs Morales, Jensen and HOPE suffered, are continuing to suffer, and will in the future suffer irreparable loss and injury including, but not limited to, humiliation, embarrassment, emotional distress, and a deprivation of their rights to equal housing opportunities regardless of familial status.

40. As a result of Defendant Decoron's and/or its agents' actions, omissions, policies, and procedures as described above, Plaintiff HOPE expended resources that it would have otherwise been able to use towards its mission.

41. As a result of Defendant Decoron's actions, omissions, policies, and procedures described above, Plaintiff HOPE's ability to provide housing counseling and referral services has been and will continue to be frustrated.

42. As a result of Defendant Decoron's actions, omissions, policies, and procedures described above, Plaintiff HOPE's purpose of enforcing the fair housing laws in Florida has been and will continue to be frustrated.

43. WHEREFORE, Plaintiffs respectfully request that the Court:

A. declare the actions, omissions, policies, and procedures of Defendant Decoron complained of herein to be in violation of the federal Fair Housing Act;

B. enter a permanent injunction enjoining Defendant Decoron, its successors, and its servants, agents, and employees, and all those acting in concert with it, from making, printing, or publishing statements or advertisements that indicate a preference, limitation, or discrimination based on familial status;

C. enter a permanent injunction compelling Defendant Decoron, its successors, and its servants, agents, and employees, and all those acting in concert with it, to adopt policies, procedures and practices, which will ensure that no statements or advertisements indicating a preference, limitation, or discrimination based on familial status are made, printed, or published in the future;

D. award compensatory and punitive damages to Plaintiffs Morales and Jensen against Defendant Decoron to compensate Plaintiffs Morales and Jensen for, among other things, the humiliation, embarrassment, and emotional distress caused by Defendant Decoron's discriminatory actions, and loss of equal housing rights;

E. award compensatory and punitive damages to Plaintiff HOPE against Defendant Decoron to compensate HOPE for, among other things, the drain on its resources that can be attributed to the frustration of HOPE's purpose of enforcing the fair housing laws in Florida and providing housing counseling and referral services;

F. award Plaintiffs Morales, Jensen and HOPE their costs and reasonable attorneys' fees in this action; and

G. award Plaintiffs Morales, Jensen and HOPE such other and further relief as the Court deems just and proper.

**COUNT 3: VIOLATION OF THE FAIR HOUSING ACT  
AGAINST MARIA PEREZ-BOAN**

44. Plaintiffs repeat and reallege paragraphs 1 through 23 as if fully set forth herein.

45. This Count 3 is brought by Plaintiffs against Defendant, Maria Perez-Boan (hereinafter "Perez-Boan").

46. Defendant Perez-Boan is liable to Plaintiffs Morales, Jensen and HOPE for all injuries caused by the Fair Housing Act violations committed by Defendant Perez-Boan and her agents.

47. Defendant Perez-Boan has violated the Fair Housing Act (42 U.S.C. § 3604, *et seq.*) by, among other things:

A. making statements, printing, or publishing, or causing to be made, printed, or published a notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates a preference, limitation, or discrimination based on familial status; and

B. thereby making a dwelling unavailable because of familial status.

48. A discriminatory purpose, not any legitimate reason, was a motivating factor behind Perez-Boan's aforementioned discriminatory actions and/or omissions.

49. As a result of Defendant Perez-Boan's actions, omissions, policies, and procedures as described above, Plaintiffs Morales, Jensen and HOPE suffered, are continuing to suffer, and will in the future suffer irreparable loss and injury including, but not limited to, humiliation, embarrassment, emotional distress, and a deprivation of their rights to equal housing opportunities regardless of familial status.

50. As a result of Defendant Perez-Boan and/or her agents' actions, omissions, policies, and procedures as described above, Plaintiff HOPE expended resources that it would have otherwise been able to use towards its mission.

51. As a result of Defendant Perez-Boan's actions, omissions, policies, and procedures as described above, Plaintiff HOPE's ability to provide housing counseling and referral services has been and will continue to be frustrated.

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52. As a result of Defendant Perez-Boan's actions, omissions, policies, and procedures as described above, Plaintiff HOPE's purpose of enforcing the fair housing laws in Florida has been and will continue to be frustrated.

53. WHEREFORE, Plaintiffs respectfully request that the Court:

A. declare the actions, omissions, policies, and procedures of Defendant, Maria Perez-Boan complained of herein to be in violation of the federal Fair Housing Act;

B. enter a permanent injunction enjoining Defendant Perez-Boan, her successors, and her servants, agents, and employees, and all those acting in concert with her, from making, printing, or publishing statements or advertisements that indicate a preference, limitation, or discrimination based on familial status;

C. enter a permanent injunction compelling Defendant Perez-Boan her successors, and her servants, agents, and employees, and all those acting in concert with her, to adopt policies, procedures, and practices, which will ensure that no advertisements or statements indicating a preference, limitation, or discrimination based on familial status are made, printed, or published in the future;

D. award compensatory and punitive damages to Plaintiffs Morales and Jensen against Defendant Perez-Boan to compensate Plaintiffs Morales and Jensen for, among other things, the humiliation, embarrassment, and emotional distress caused by Defendant Perez-Boan's discriminatory actions, and loss of equal housing rights;

E. award compensatory and punitive damages to plaintiff HOPE against Defendant Perez-Boan to compensate HOPE for, among other things, the drain on its

resources that can be attributed to the frustration of HOPE's purpose of enforcing the fair housing laws in Florida and providing housing counseling and referral services;

F. award Plaintiffs Morales, Jensen, and HOPE their costs and reasonable attorneys' fees in this action; and

G. award Plaintiffs Morales, Jensen, and HOPE such other and further relief as the Court deems just and proper.

**Demand For Jury Trial**

Pursuant to Rule 38(b), Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury on all issues so triable in this matter.

Respectfully submitted,

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