

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division**

HOUSING OPPORTUNITIES PROJECT FOR
EXCELLENCE, INC. (“HOPE”),
INDIA BAZEMORE, and
ELIZABETH HOLSTON,

Plaintiffs,

v.

Case No.

CREEK CLUB APARTMENTS, INC., and
MAYDA CARDIN,

Defendants.

**COMPLAINT FOR HOUSING DISCRIMINATION
ON THE BASIS OF RACE
and
JURY DEMAND**

1. This is a civil action seeking a declaratory judgment, permanent injunctive relief, and damages for discrimination in the rental of housing on the basis of race. This action arises under the Fair Housing Act, 42 U.S.C. § 3601, et seq.; and the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982.

Jurisdiction and Venue

2. Jurisdiction is invoked pursuant to 42 U.S.C. § 3612 in that Plaintiffs elect to assert their claims of housing discrimination in a civil action; pursuant to 28 U.S.C. §§ 1331 and 1343(a)(4) in that this is a civil action seeking to redress the deprivation of the right to fair housing secured to the Plaintiffs by the Fair Housing Act and the Civil Rights Act of 1866; pursuant to 28 U.S.C. § 1337 in that defendants' unfair housing practices create a restraint on commerce; and pursuant to 28 U.S.C. §§ 2201 and 2202 for declaratory and injunctive relief.

3. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and 1391(c) in that the claims arose in this district and Defendants conducts business in this district.

Parties

4. Plaintiff, Housing Opportunities Project for Excellence, Inc. (hereinafter "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 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 provide fair housing education, outreach and discriminatory fair housing investigations in South Florida.

5. Plaintiff India Bazemore is a Black tester for HOPE who sought information from Defendants about the availability of apartments at Creek Club Apartments. Ms. Bazemore was and continues to be adversely affected by the acts, omissions, policies, and practices of the Defendants

6. Plaintiff Elizabeth Holston, is a Black tester for HOPE who sought information from Defendants about the availability of apartments at Creek Club Apartments. Ms. Holston was and continues to be adversely affected by the acts, omissions, policies, and practices of the Defendants.

7. Defendant, Creek Club Apartments, Inc., is the owner of Creek Club Apartments, located at 1441 and 1434 NW 19th Terrace, Miami, Dade County, Florida.

8. On information and belief, Defendant, Mayda Cardin, is the property manager of the Creek Club Apartments, and as such is an agent of Defendant Creek Club Apartments, Inc.

Factual Allegations

9. In August of 2014, HOPE began to randomly test for race discrimination at Creek Club Apartments.

The First Set of Tests

10. At approximately 8:53 a.m. on August 20, 2014, Luz Agudelo, a Hispanic tester for HOPE, called Creek Club Apartments. Defendant Mayda Cardin answered. Ms. Agudelo told her she was looking for a one bedroom apartment and Ms. Cardin asked if Ms. Agudelo spoke Spanish. Ms. Agudelo said "yes."

11. Ms. Cardin continued the conversation in Spanish, saying that there were no one bedrooms currently available but that there was going to be a vacancy by the last week of August. She told Ms. Agudelo that it would be \$850 per month, and that there would be another apartment available the first week of September for the same price.

12. Ms. Agudelo said "thank you" and ended the call.

13. At approximately 9:45 a.m. on August 20, 2014, Ms. India Bazemore, a Black tester for HOPE, arrived at Creek Club Apartments to inquire as to the availability of apartments.

14. Ms. Bazemore met the property manager for Defendant, Defendant Mayda Cardin, and asked her if there were any one-bedroom apartments available.

15. Defendant Mayda Cardin told Ms. Bazemore that there were no apartments available.

16. Defendant Mayda Cardin asked Ms. Bazemore where she worked, gave her a printout with information about Creek Club Apartments, wrote in a price of \$875.00 per month and told Ms. Bazemore that the apartment could cost that much.

17. Ms. Bazemore thanked Defendant Mayda Cardin, took the printout and left.

18. At approximately 10:45 a.m. on August 20, 2014, Luz Agudelo, a Hispanic tester for HOPE, visited Creek Club Apartments to inquire as to the availability of one-bedroom apartments.

19. When Ms. Agudelo arrived at the location, she entered building and asked an unknown woman where she could find the office manager. The woman pointed to a door and Ms. Agudelo proceeded to knock on the door.

20. After knocking on the door, Defendant Mayda Cardin answered and instructed Ms. Agudelo to come inside.

21. Ms. Agudelo inquired about a one-bedroom apartment and Defendant Mayda Cardin informed Ms. Agudelo that an apartment would be available during the last week of August.

22. Defendant Mayda Cardin asked Ms. Agudelo when she wanted to move in and Ms. Agudelo responded "as soon as possible."

23. Defendant Mayda Cardin informed Ms. Agudelo that there would be another apartment available during the first week of September and recommended that Ms. Agudelo wait on that apartment since it was upgraded, unlike the apartment available during the last week of August.

24. Ms. Agudelo inquired about the price for rent and Defendant Mayda Cardin told her that it was \$850.00 per month.

25. Defendant Mayda Cardin asked Ms. Agudelo where she worked and how long she had been employed.

26. Defendant Mayda Cardin provided Ms. Agudelo with a copy of the rental application requirements and explained its content.

27. Ms. Agudelo asked Defendant Mayda Cardin for a copy of her business card but she responded that her contact information was included on the copy of the rental application requirements.

28. Defendant Mayda Cardin told Ms. Agudelo to call her in two days and described the Creek Club Apartments as a “quiet place to live” and explained that management had to know who was allowed to enter.

29. At approximately 10:55 a.m., Ms. Agudelo thanked Defendant Mayda Cardin for her time and left the property.

The Second Set of Tests

30. At approximately 12:26 p.m. on September 3, 2014, Dietra Young, a Black tester for HOPE, approached the Creek Club Apartment complex and began looking for the leasing office.

31. Defendant Mayda Cardin approached Ms. Young and asked if she was looking for an apartment. When Ms. Young responded in the affirmative, Defendant Cardin told her “at this time, we have nothing available.”

32. Ms. Cardin told Ms. Young that there should be a vacancy on October 1st because a tenant was moving out. Ms. Cardin told Ms. Young to return at the end of September to check for vacancies. Ms. Young then left.

33. At approximately 1:16 p.m. on September 3, 2014, Sandra Alvarez, a Hispanic tester for HOPE, called Creek Club Apartments. Defendant Cardin answered the phone and told Ms. Alvarez that she would have to visit the property to fill out an application.

34. Ms. Alvarez visited the property that same day at approximately 1:16 p.m. She encountered a man doing yardwork who told her that Ms. Cardin was not in the leasing office. The man made a phone call to someone who could get in touch with Ms. Cardin and told Ms. Alvarez to wait by the pool for someone to show her an apartment. He also reported that Ms. Cardin said that Ms. Alvarez could call Ms. Cardin's cell phone, and provided the number.

35. Ms. Alvarez called the number and Ms. Cardin advised that someone would come by the pool to pick her up and show her the apartment.

36. After about 5 minutes, a young man who identified himself as Daniel Gonzalez asked Ms. Alvarez if she was looking for an apartment. Ms. Alvarez replied in the affirmative, and asked whether the apartment would be available on September 3rd or 4th. Mr. Gonzalez replied that that an apartment was presently ready and just needed to be cleaned.

37. Ms. Alvarez thanked Mr. Gonzalez and left at approximately 1:37 p.m. She called Ms. Cardin to confirm whether an apartment would be available on September 3rd or 4th, and Ms. Cardin informed her that the unit would not be available on September 3rd or 4th.

38. Ms. Cardin asked Ms. Alvarez to return to the building the next day so they could talk in person.

The Third Set of Tests

39. At approximately 3:00 p.m. on September 4, 2014, Elizabeth Holston, a Black tester for HOPE, arrived at Creek Club Apartments to inquire as to the availability of one-bedroom apartments.

40. Ms. Holston walked into the leasing office and was greeted by Defendant Mayda Cardin who asked, "how may I help you?"

41. Ms. Holston told Defendant Mayda Cardin that she was looking for a one-bedroom apartment to rent.

42. Defendant Mayda Cardin asked Ms. Holston how soon she was looking to move-in and Ms. Holston told Defendant Mayda Cardin that she was looking to move in right away.

43. Defendant Mayda Cardin apologized and stated that Creek Club Apartments would not have any availability until at least September 26, 2014.

44. Defendant Mayda Cardin gave Ms. Holston a brochure and proceeded to show her a unit.

45. Once Defendant Mayda Cardin and Ms. Holston arrived at the one-bedroom, one-bathroom unit, Defendant Mayda Cardin informed Ms. Holston that the price of the unit would be \$900.00 per month.

46. Defendant Mayda Cardin told Ms. Holston someone was moving into the unit that was being shown the following day.

47. Defendant Mayda Cardin told Ms. Holston to come back in about 1 or 2 weeks to see if anything becomes available.

48. Defendant Mayda Cardin told Ms. Holston to come into the leasing office on her next visit, rather than call, because she likes to see who she is talking to.

49. At approximately 3:55 p.m. on September 4, 2014, Yxey Abreu, a Hispanic tester for HOPE, arrived at Creek Club Apartments to inquire as to the availability of one-bedroom apartments.

50. Ms. Abreu entered the property through an open gate and followed signs that lead to the leasing office.

51. Ms. Abreu knocked on a door and Defendant Mayda Cardin opened the door and told her to wait 10 minutes.

52. Ms. Abreu observed that Defendant Mayda Cardin was inside of the office with a couple, presumably looking to rent a unit in Creek Club Apartments.

53. After approximately 10 minutes, the couple left and Ms. Abreu heard Defendant Mayda Cardin tell the couple to come back and that she would help them find another apartment nearby.

54. As Ms. Abreu entered the office, Defendant Mayda Cardin apologized and told Ms. Abreu that she was in a rush because she needed to go to a bank and deposit some checks.

55. Defendant Mayda Cardin proceeded to ask Ms. Abreu what she needed.

56. Ms. Abreu told Defendant Mayda Cardin that she was looking for a one-bedroom apartment and that she hoped to move in as soon as possible.

57. Defendant Mayda Cardin asked who would be living in the apartment with Ms. Abreu and Ms. Abreu stated that she would be living alone.

58. Defendant Mayda Cardin asked Ms. Abreu if she could pay \$900.00 per month for rent and Ms. Abreu responded "yes".

59. Defendant Mayda Cardin asked if Ms. Abreu had any criminal record or any family members with criminal records and Ms. Abreu responded "no."

60. Defendant Mayda Cardin asked Ms. Abreu about her occupation and Ms. Abreu responded that she worked for AT&T customer service. Defendant Mayda Cardin stated "oh, O.K., so you make money then."

61. Defendant Mayda Cardin informed Ms. Abreu that she had to refuse the couple who was in her office immediately before Ms. Abreu because they had family members with criminal histories.

62. Defendant Mayda Cardin went on to tell Ms. Abreu that Creek Club Apartments are very strict and that they do not allow loud music, smoking or any parties because most residents work hard and want to come home and rest.

63. Defendant Mayda Cardin also described the residents of the community as lawyers, doctors, and employees of Jackson Memorial Hospital and the Miami-Dade County Jail.

64. Defendant Mayda Cardin told Ms. Abreu to come back tomorrow if she was unable to secure an apartment elsewhere and that she would show her the apartment at 9:00 a.m on September 5, 2014.

65. Defendant Mayda Cardin went on to explain that the community is comprised of a lot of single women and that all of the single women take care of each other.

66. Defendant Mayda Cardin gave Ms. Abreu a form detailing the rental requirements and prices for units in Creek Club Apartments.

67. Ms. Abreu thanked Defendant Mayda Cardin for her help and left the premises at approximately 4:12 p.m.

68. On September 5, 2014, at approximately 9:28 a.m. Ms. Abreu returned to Creek Club Apartments. As she approached the leasing office, Defendant Mayda Cardin greeted her and asked her to follow her into the office.

69. Defendant Mayda Cardin proceeded to take Ms. Abreu to the second floor of the building to view apartment 213. Defendant Mayda Cardin explained that apartment 213 was

ready for move-in. Ms. Abreu noted that the apartment looked newly remodeled, in good condition, with several new appliances.

70. After showing Ms. Abreu apartment 213, Defendant Mayda Cardin led Ms. Abreu down the hallway to show her apartment 221. Defendant Mayda Cardin explained that apartment 221 would not be ready for another 5 days. Ms. Abreu noted that the appliances were not installed and it looked as if the apartment was being remodeled with new tile and new windows.

71. After seeing both apartments, Defendant Mayda Cardin led Ms. Abreu back to the leasing office.

72. Defendant Mayda Cardin told Ms. Abreu that she is “very picky” in regards to selecting tenants because of “the area.” Defendant Mayda Cardin told Ms. Abreu that she had made mistakes in the past approving particular tenants, but she is now very careful with who she allows to rent.

73. Defendant Mayda Cardin told Ms. Abreu that she would like her to rent and that she would be “happy to have” Ms. Abreu as a tenant. Defendant Mayda Cardin told Ms. Abreu to call her back by 4:00 p.m. if she was interested.

74. Ms. Abreu said goodbye to Defendant Mayda Cardin and left the property at approximately 9:41 a.m.

Count I

Violations of the Fair Housing Act

75. Plaintiffs repeat and reallege paragraphs 1 through 74 as if fully set forth herein.

76. Defendants, in violation of 42 U.S.C. § 3604, have discriminated against Plaintiffs Bazemore and Holston because of their race.

77. Defendants’ violations of 42 U.S.C. § 3604 have caused harm to Plaintiff HOPE.

78. Defendant, Creek Club Apartments, Inc., as the owner and operator of the property located at 1434 NW 19th Terrace, Miami, Dade County, Florida, is liable for the violation of Plaintiffs' rights under 42 U.S.C. § 3604 because, at all times relevant hereto, Defendant Mayda Cardin was acting (a) at the express direction of, and/or (b) with the consent of, and/or (c) under the control and supervision of, and/or (d) within his authority as an agent of Defendant Creek Club Apartments, Inc.

79. Defendant, Mayda Cardin, while acting as the manager and agent of the property owned by Defendant, Defendant Creek Club Apartments, Inc., located at 1434 NW 19th Terrace, Miami, Dade County, Florida, is liable for the violation of Plaintiffs' rights under 42 U.S.C. § 3604.

Count II

Violation of the Civil Rights Act of 1866

80. Plaintiffs repeat the allegations and averments of paragraphs 1 through 74 as if fully set forth herein.

81. Defendants' pattern, practice, and policy of discrimination has denied Plaintiffs Bazemore and Holston the same rights enjoyed by non-Black citizens to contract for and to lease real property in violation of 42 U.S.C. §§ 1981 and 1982.

82. Defendants' violations of 42 U.S.C. §§ 1981 and 1982 have caused harm to Plaintiff HOPE.

83. Defendant, Creek Club Apartments, Inc., as the owner and operator of the property located at 1434 NW 19th Terrace, Miami, Dade County, Florida, is liable for the violation of Plaintiffs' rights under 42 U.S.C. §§ 1981 and 1982 because, at all times relevant hereto, Defendant Mayda Cardin was acting (a) at the express direction of, and/or (b) with the consent of,

and/or (c) under the control and supervision of, and/or (d) within his authority as an agent of Defendant, Creek Club Apartments, Inc.

84. Defendant Mayda Cardin, while acting as the manager and agent of the property owned by Defendant, Elite River View Apartments, Inc., located at 1434 NW 19th Terrace, Miami, Dade County, Florida, is liable for the violation of Plaintiffs' rights under 42 U.S.C. § 3604.

Relief Sought

WHEREFORE, Plaintiffs respectfully request that the Court:

- A. declare the actions of Defendants complained of herein to be in violation of the Fair Housing Act, as amended, 42 U.S.C. § 3601, et seq. and the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982;
- B. order Defendants to take appropriate affirmative actions to ensure that the activities complained of above are not engaged in again by them or any of their agents;
- C. permanently enjoin Defendants, their agents, employees, and successors from discriminating on the basis of race against any persons in violation of the Fair Housing Act of 1965 or the Civil Rights Act of 1866;
- D. award compensatory and punitive damages to Plaintiffs Bazemore and Holston against Defendants, to compensate Plaintiffs Bazemore and Holston for, among other things, the humiliation, embarrassment, and emotional distress caused by Defendants' discriminatory actions, and loss of equal housing rights;
- E. award compensatory and punitive damages to Plaintiff Housing Opportunities Project for Excellence, Inc. against the Defendants to compensate Plaintiff Housing Opportunities Project for Excellence, Inc. for, among other things, the drain on its resources that can be attributed to the frustration of Plaintiff Housing Opportunities Project for

- Excellence, Inc.'s purpose of enforcing the fair housing laws in Florida and providing housing counseling and referral services;
- F. award appropriate punitive and compensatory damages to Plaintiff Housing Opportunities Project for Excellence, Inc. and against Defendants for, among other things, the mental and emotional distress, humiliation, and embarrassment suffered by Plaintiff Housing Opportunities Project for Excellence, Inc.'s members and constituents, because of Defendants' discriminatory practices, which directly affect its members' and constituents' rights to live in a community where persons are not discriminated against because of race;
- G. award Plaintiffs Bazemore and Holston, and Housing Opportunities Project for Excellence, Inc. their costs and reasonable attorneys' fees in this action; and
- H. award Plaintiffs Bazemore, and Holston, and Housing Opportunities Project for Excellence, Inc. 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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