

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

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

Plaintiffs,

v.

Case No.

NILE GARDENS, LLC,  
FELIPE “DOE,” and  
LIBERTY “DOE,”

Defendants.

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**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 conduct 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, Elizabeth Holston, is a Black tester for HOPE who sought information from Defendant Nile Garden's agent about the availability of apartments at Nile Gardens Apartments. Ms. Holston was and continues to be adversely affected by the acts, omissions, policies, and practices of the Defendant Nile Gardens and its agent, Defendant Felipe "Doe."

6. Plaintiff, Jason Rose, is a Black tester for HOPE who sought information from Defendant Nile Garden's agent, Defendant Liberty "Doe," about the availability of apartments at Nile Gardens Apartments. Mr. Rose was and continues to be adversely affected by the acts, omissions, policies, and practices of the Defendant Nile Gardens and Defendant Nile Garden's agent, Liberty "Doe."

7. Defendant, Nile Gardens, LLC, is the owner of Nile Gardens Apartments, located at 12750 NW 27th Ave, Miami, Florida.

8. On information and belief, Defendant, Felipe “Doe,” was the rental manager of the Nile Gardens Apartments at all relevant times, and as such is an agent of Defendant Nile Gardens, LLC. The last name of Defendant Felipe “Doe” is presently unknown. Once known, it will be substituted for “Doe.”

9. Upon information and belief, Defendant, Liberty “Doe” (a/k/a Libertad) was the rental manager of the Nile Gardens Apartments at all relevant times, and as such is an agent of Defendant Nile Gardens, LLC. The last name of Defendant Liberty “Doe” is presently unknown. Once known, it will be substituted for “Doe.”

#### **Factual Allegations**

10. In September of 2014, HOPE began to randomly test for race discrimination at Nile Gardens Apartments.

#### **The First Set of Tests**

11. At approximately 12:30 p.m. on September 3, 2014, Ms. Elizabeth Holston, a Black tester for HOPE, arrived at Nile Gardens Apartments to inquire as to the availability of one-bedroom apartments.

12. Ms. Holston arrived on the property to see Felipe “Doe” escorting a white couple to the leasing office.

13. Ms. Holston approached Felipe “Doe” and asked if there was anyone on the property she could speak to regarding leasing a unit.

14. Defendant, Felipe “Doe” simply responded “no.”

15. Ms. Holston returned to her car and obtained a full visual of the couple that was being escorted by Felipe “Doe.” Ms. Holston noted that Felipe “Doe” spoke with the couple about a unit they had just seen and handed them some sort of documents.

16. Ms. Holston waited in her car and watched the couple exit the leasing office. Once the couple was close enough to Ms. Holston’s vehicle, she saw that documents given to the couple by Felipe “Doe” were a rental application and floor plan.

17. Upon this discovery, Ms. Holston approached the leasing office for a second time, entered the office and asked if there was anyone that she could speak with. Felipe “Doe” responded by asking Ms. Holston what she needed. When Ms. Holston stated she was looking for an apartment, Felipe “Doe” told her she would have to come back tomorrow.

18. Ms. Holston left the property at approximately 12:44 p.m.

19. At approximately 1:30 p.m. on September 3, 2014, Yxey Abreu, a Hispanic tester for HOPE, visited Nile Gardens Apartments to inquire as to the availability of one-bedroom apartments.

20. When Ms. Abreu arrived at the location, she asked a maintenance worker on the property for the location of the leasing office. The maintenance worker pointed her towards the center of the complex. She then proceeded towards the center of the complex, where she found the office on the second floor. Ms. Abreu knocked on the door and received no answer.

21. Felipe “Doe” heard Ms. Abreu knocking from the first floor and told her that she would have to return tomorrow if she was looking to rent an apartment. Ms. Abreu heard Felipe “Doe” but could not see him, so she proceeded to the first floor.

22. Once Defendant Felipe “Doe” saw Ms. Abreu, he told her that he could show her vacant apartment units immediately. Defendant Felipe “Doe” entered the office and secured the keys to two vacant units.

23. Defendant Felipe “Doe” then proceeded to show Ms. Abreu unit #82, a one-bedroom unit on the second floor.

24. Ms. Abreu inquired as to the price of the unit and Defendant Felipe “Doe” explained that rent was \$750.00 with a \$50.00 application fee and \$500.00 security deposit.

25. Defendant Felipe “Doe” then asked Ms. Abreu how soon she could move in. Ms. Abreu responded “as soon as possible” and Defendant Felipe “Doe” responded that it would be ready for move-in within two days.

26. Defendant Felipe “Doe” then proceeded to show Ms. Abreu, unit #101 a one-bedroom unit located on the third floor.

27. After showing Ms. Abreu unit #101, her escorted her back to the leasing office and provided her with a rental application.

28. Ms. Abreu thanked Defendant Felipe “Doe” for his time and left the property at approximately 1:44 p.m.

**The Second Set of Tests**

29. At approximately 2:45 p.m. on September 6, 2014, Shuntrell Jeffers, a Black tester for HOPE, arrived at Nile Gardens Apartments to inquire as to the availability of apartments.

30. Ms. Jeffers entered the complex and asked individuals walking on the property for the location of the leasing office. The residents responded that the office was closed and would not re-open until the following Monday, September 8, 2014

31. As she began to leave the property, she asked another unknown individual if there was a maintenance person available that she could speak with. This individual stated that the maintenance person was engaged in yard work, and preceded to point Ms. Jeffers in his direction.

32. Ms. Jeffers walked over to the maintenance person and asked if there were any apartments available. He responded “no English.”

33. Ms. Jeffers began to exit the property and called the HOPE testing coordinator to discuss her experience on the property. The testing coordinator instructed her to return to the property and ask if a resident could translate her requests to the maintenance person.

34. Ms. Jeffers re-entered the apartment complex and asked two women if they would be willing to translate; both women told her “no” and told her to return on Monday when the office is open.

35. Ms. Jeffers saw a man who looked as if he worked on the property. She asked if he did and he responded that he was a security guard. Ms. Jeffers asked if he knew if any apartments were available. The security guards responded “no” and told Ms. Jeffers that the office is open on Monday.

36. The security guard asked Ms. Jeffers if she had the phone number for the office and she replied that she did not. He then proceeded to walk Ms. Jeffers to the entrance of the complex to show her a phone number.

37. Ms. Jeffers left the property at approximately 3:15 p.m., as both the maintenance person and security guard watched.

38. At approximately 3:30 p.m. on September 6, 2014, Reyni Salnave, a Hispanic tester for HOPE, arrived at Nile Gardens Apartments to inquire as to the availability of one-bedroom apartments.

39. Upon arriving on the property, she saw two men, the security guard and Defendant Felipe "Doe".

40. Ms. Salnave asked Defendant Felipe "Doe" if the leasing office was open. Defendant Felipe "Doe" responded that the office was closed and proceeded to ask Ms. Salnave, "what are you looking for?"

41. Ms. Salnave told Defendant Felipe "Doe" that she was looking for a one-bedroom apartment. Defendant Felipe "Doe" responded that he had some paperwork that he could give her, but first, he wanted to show her a unit, to see if she liked it.

42. Defendant Felipe "Doe" escorted Ms. Salnave to the "closed" leasing office to retrieve the keys for the vacant unit.

43. Defendant Felipe "Doe" proceeded to lead Ms. Salnave to the third floor, to show her unit #101.

44. Upon arriving at unit #101, Defendant Felipe "Doe" explained how the vacant unit was recently remodeled with new cabinets in the kitchen and freshly painted walls. Defendant Felipe "Doe" went on to describe the unit's large bathroom and walk-in closet.

45. Defendant Felipe "Doe" asked Ms. Salnave where she was from. Ms. Salnave responded that she is of Dominican descent, to which Defendant Felipe "Doe" replied, "there are lots of Dominicans living here" and that there were "more Cubans and Dominicans than other nationalities."

46. After viewing unit #101, Defendant Felipe “Doe” then escorted Ms. Salnave to unit #82, a vacant unit on the second floor.

47. Ms. Salnave asked when the apartment would be ready for move-in and Defendant Felipe “Doe” responded that it would be ready by the following Tuesday.

48. Defendant Felipe “Doe” told Ms. Salnave he would provide her with a rental application and the requirements, if she was interested. Defendant Felipe “Doe” explained how Ms. Salnave would need to bring a \$50.00 application fee along with her application and undergo a records check before moving in.

49. Defendant Felipe “Doe” told Ms. Salnave that Nile Gardens Apartments requires a \$500.00 deposit. He then encouraged Ms. Salnave to return on Monday with a completed rental application and money orders for the \$500.00 deposit and \$50.00 application fee. Defendant Felipe “Doe” then stated “with that, I believe we give you the place.”

50. Defendant Felipe “Doe” even offered to show Ms. Salnave additional options for interior paint, for use in the unit if she was interested.

51. After explaining the application process and rental requirements, Defendant Felipe “Doe” escorted Ms. Salnave back to the “closed” leasing office.

52. Once inside of the leasing office, Defendant Felipe “Doe” invited Ms. Salnave to take a seat. Defendant Felipe “Doe” proceeded to ask Ms. Salnave questions regarding who else would be living in the unit. He explained that she would need to demonstrate her income by providing pay stubs.

53. Ms. Salnave asked Defendant Felipe “Doe” if there were any other rental requirements that she should be aware of. Defendant Felipe “Doe” responded that there were not.

54. Ms. Salnave asked how long the approval process would take and Defendant Felipe “Doe” informed her that she would find out the next day.

55. Ms. Salnave thanked Defendant Felipe “Doe” for his time and asked for the rental office’s hours of operation. Defendant Felipe “Doe” told her the rental office was open from 10 a.m. to 5 p.m.

56. Ms. Salnave asked Defendant Felipe “Doe” for the rental office’s phone number and he explained that the phone number was included on the rental application materials.

57. Ms. Salnave thanked Defendant Felipe “Doe” once again, and asked for his name, to which he replied “Felipe”.

58. As Ms. Salnave left the building, Defendant Felipe “Doe” explained that his number was at the entrance of the building and instructed her to write down the number and call him Monday at 10:00 a.m., before she returned with her rental application and supporting documentation.

59. Ms. Salnave responded, “okay” and left the property at approximately 4:05 p.m.

### **The Third Set of Tests**

60. On February 4, 2015, at approximately 10:40 a.m., Plaintiff Jason Rose, a Black tester for HOPE, entered the Nile Gardens Leasing Office. He was greeted by Defendant Liberty “Doe,” a Hispanic female who worked in the leasing office.

61. Mr. Rose explained that he was looking for a one bedroom apartment or a two bedroom apartment. Ms. “Doe” advised that nothing would be available until roughly the 15<sup>th</sup> or 20<sup>th</sup> of the month.

62. She then advised Mr. Rose that he would have to fill out an application. She inquired if Mr. Rose was employed. She listed the cost of the rent (\$800), the security deposit

(\$500), and the application fee (\$50). She reiterated that proof of income, a background check, and a credit check would be required. She advised that Mr. Rose should complete the application and return it as soon as possible.

63. Mr. Rose thanked her and asked for a business card. Ms. "Doe" said that she didn't have any more, and showed him that the complex address and phone number were printed on the application. She said her name was Liberty (a/k/a Libertad).

64. Mr. Rose thanked her again and left.

65. That same day (February 4, 2015), at approximately 3:10 p.m., Luxmy Panzardi, a Hispanic tester for HOPE, arrived at the Nile Gardens leasing office.

66. Ms. Panzardi was greeted by Defendant Liberty "Doe." Ms. "Doe" asked in Spanish how she could help. Ms. Panzardi responded that she was looking for a 1 bedroom apartment and wanted information. Ms. "Doe" asked when she needed the apartment, and Ms. Panzardi responded as soon as possible.

67. Ms. "Doe" asked if Ms. Panzardi was Puerto Rican, and Ms. Panzardi responded "yes." Ms. "Doe" showed some forms and advised that the rent was \$800, the deposit was \$500, and the application fee was \$50. Ms. "Doe" asked Ms. Panzardi if she was married and Ms. Panzardi responded "no," and that it would be just her living in the apartment.

68. Ms. Panzardi asked if there was an apartment available, and Ms. "Doe" replied that a 1 bedroom apartment would be ready in 2-3 days. Ms. "Doe" advised that she should apply soon before someone else got the apartment.

69. Ms. Panzardi asked if she could see the apartment, and Ms. "Doe" said yes and directed her outside to a gentleman named Carlos and told him to show Ms. Panzardi unit #40. Ms. "Doe" said if she liked the apartment to come back with the application and a money order

for \$50. Ms. “Doe” said her name was Libertad (a/k/a Librty). She said she had run out of business cards, but her contact information was on the application.

70. Ms. Panzardi thanked her, and then Carlos walked her to unit #40. It was a 1 bedroom. Carlos said the stove and refrigerator would be installed once the apartment was finished. Ms. Panzardi also saw the bedroom, bathroom, and closet.

71. Ms. Panzardi thanked Carlos and left.

### **Count I**

#### **Violations of the Fair Housing Act**

72. Plaintiffs repeat and reallege paragraphs 1 through 71 as if fully set forth herein.

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

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

75. Defendant, Nile Gardens, LLC., as the owner and operator of the property located at 12750 NW 27th Ave, 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 Felipe “Doe” 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 Nile Gardens, LLC.

76. Defendants, Felipe “Doe” and Liberty “Doe,” while acting as the manager and agent of the property owned by Defendant, Nile Gardens, LLC, located at 12750 NW 27<sup>th</sup> Avenue, Miami, Dade County, Florida, are liable for the violation of Plaintiffs’ rights under 42 U.S.C. § 3604.

**Count II**

**Violation of the Civil Rights Act of 1866**

77. Plaintiffs repeat the allegations and averments of paragraphs 1 through 71 as if fully set forth herein.

78. Defendants' pattern, practice, and policy of discrimination has denied Plaintiffs Holston and Rose 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.

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

80. Defendant, Nile Gardens, LLC, as the owner and operator of the property located at 12750 NW 27<sup>th</sup> Avenue, 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, Defendants Felipe "Doe" and Liberty "Doe" were 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 Nile Gardens, LLC.

81. Defendants, Felipe "Doe" and Liberty "Doe," while acting as the manager and agent of the property owned by Defendant, Nile Gardens, LLC, located at 12750 NW 27<sup>th</sup> Avenue, Miami, Dade County, Florida, are 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 Holston and Rose against Defendants, to compensate Plaintiffs Holston and Rose 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 Holston, Rose and Housing Opportunities Project for Excellence, Inc. their costs and reasonable attorneys' fees in this action; and
- H. award Plaintiffs Holston, Rose 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,

Randall C. Berg, Jr., Esq.  
Florida Bar No. 318371  
*RBerg@FloridaJusticeInstitute.org*  
Dante P. Trevisani, Esq.  
Florida Bar No. 72912  
*DTrevisani@FloridaJusticeInstitute.org*

Florida Justice Institute, Inc.  
3750 Miami Tower  
100 S.E. Second Street  
Miami, Florida 33131-2309  
305-358-2081  
305-358-0910 (FAX)

Attorneys for Plaintiffs

By:           s/Randall C. Berg, Jr.            
          Randall C. Berg, Jr., Esq.