

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

CASE NO. 6:22-CV-1824-WWB-LHP

v.

CONCORD COURT AT CREATIVE
VILLAGE PARTNERS, LTD, DBA
CONCORD COURT AT CREATIVE
VILLAGE/AMELIA COURT AT
CREATIVE VILLAGE, SAS CONCORD
COURT AT CREATIVE VILLAGE
MANAGERS, LLC, CONCORD
MANAGEMENT, LTD, DBA CONCORD
RENTS, CONCORD MANAGEMENT
COMPANY, INC., *and* DAWN LAWSON,

Defendants.

_____ /

CONSENT ORDER

1. The United States initiated this lawsuit to enforce the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended (“the Fair Housing Act”), 42 U.S.C. § 3601, *et seq.*
2. This action was brought under 42 U.S.C. § 3612(o), on behalf of Sherri Bannister, Tais Hannah, Kniia Coffee (collectively, “the HUD Election Complainants”) and their children, and under 42 U.S.C. § 3614(a), the Attorney General’s authority to seek redress for a pattern or practice of housing discrimination and for a denial of rights to a group of persons that raises an issue of general public importance.

3. Defendants Concord Court at Creative Village Partners, LTD, d/b/a Concord Court at Creative Village/Amelia Court at Creative Village (“Creative Village Partners”) and Concord Management, LTD d/b/a Concord Rents (“Concord Rents”) are the owners, operators, and/or managers of Concord Court, a 116-unit Low-Income Housing Tax Credit development located on West Concord Street in Orlando, Florida in the Middle District of Florida.
4. Concord Court is part of Amelia Court at Creative Village (“Creative Village”), an apartment community with approximately 256 residential units in Orlando. The Creative Village includes Concord Court as well as Amelia Court, an apartment tower located on West Amelia Street. Concord Rents manages Concord Court, Amelia Court, and the common use areas and amenities available to tenants of the Creative Village.
5. Defendants SAS Concord Court at Creative Village Managers, LLC (“SAS Concord Court”) and Concord Management Company, Inc. are the general partners of Defendants Creative Village Partners and Concord Rents, respectively.
6. Southern Affordable Services, Inc. is the sole manager and member of SAS Concord Court and offers affordable housing apartments at a number of residential real estate properties in the State of Florida.
7. Defendant Dawn Lawson is an employee of Concord Rents and managed Concord Court as its “Community Director” from January 2019 until

October 2019. Ms. Lawson also previously served as the property manager of Amelia Court.

8. The United States' complaint (the "Complaint") alleges that Defendants Creative Village Partners, Concord Rents, SAS Concord Court, Concord Management Company, Inc., and Dawn Lawson (collectively, "Defendants") violated the Fair Housing Act by discriminating on the basis of familial status by adopting and implementing policies and practices that unjustifiably restricted minor residents' access to Concord Court, its common spaces, and the amenities available to tenants of the Creative Village. Specifically, Defendants refused to issue building access devices to residents under the age of 18 and maintained rules requiring children to be supervised by an adult in the apartment community's common areas and accompanied by a legal guardian in the clubhouse and fitness center. The Complaint alleges that these policies were also applied to residents of Amelia Court.
9. Defendants allege that they received certificates of occupancy for all apartment homes at the Creative Village on May 30, 2019 and June 26, 2019, and 256 households subsequently moved into the Creative Village by August 2019. Defendants maintain that they received the first formal complaint regarding its building access devices on September 20, 2019, and by September 27, 2019 notified all residents that additional building access devices were available to all household members. At all relevant times,

Defendants assert that they provided building access through four call box systems as an alternative for those household members who were not leaseholders and were not issued building access devices to ensure only those authorized to access the building were allowed to do so. The United States contests Defendants' allegations based, in part, upon documents, which it alleges show that tenants moved into the Creative Village between mid-June and late September of 2019 and that Defendant Concord Rents received complaints about the policy governing issuance of building access devices—and its impact on minor residents—in June 2019.

10. The Complaint further alleges that Defendants violated the Fair Housing Act by discriminating on the basis of familial status by misrepresenting the availability of desirable apartments on Concord Court's second floor to rental housing applicants with children, including Ms. Bannister.
11. In the fall of 2019, each of the HUD Election Complainants filed a timely housing discrimination complaint with the United States Department of Housing and Urban Development ("HUD") on behalf of themselves and their children. These complaints, as amended, alleged, in part, that Defendants had discriminated against each of the HUD Election Complainants and their children on the basis of familial status in violation of the Fair Housing Act.
12. The Secretary of HUD ("the Secretary") completed an investigation of each of the HUD Election Complainants' complaints. Following the

investigations, in September 2021, the Secretary issued three Charges of Discrimination. The Secretary charged Defendants with discriminating against Ms. Bannister, Ms. Hannah, and their children on the basis of familial status in violation of Sections 3604(b), (c), and (d) of the Fair Housing Act. The Secretary charged Defendants with discriminating against Ms. Coffee and her son on the basis of familial status in violation of Sections 3604(b) and (c) of the Fair Housing Act.

13. In September and October 2021, Defendants made timely elections to have the claims asserted in the three Charges of Discrimination resolved in federal court, under 42 U.S.C. § 3612(a). The Secretary authorized the Attorney General to commence civil action(s) related to the Charges of Discrimination, under 42 U.S.C. § 3612(o).
14. On November 19, 2021, the United States received a pattern or practice referral from HUD, under 42 U.S.C. § 3610(e)(2), regarding several additional housing discrimination complaints filed by tenants with children (collectively, the “Pattern or Practice Referral Complainants”) against Defendants. These complaints involve similar allegations to the three Charges of Discrimination.
15. On October 6, 2022, the United States filed this action to enforce the provisions of the Fair Housing Act.
16. The United States alleges that, through their conduct, Defendants have:
 - a. Discriminated in the terms, conditions, or privileges of sale or rental of a

dwelling because of familial status, in violation of 42 U.S.C. § 3604(b);

- b. Made, printed, published, or caused to be made, printed, or published statements with respect to the rental of a dwelling that indicated a preference, a limitation, or discrimination based on familial status, or an intention to make such a preference, a limitation, or discrimination, in violation of 42 U.S.C. § 3604(c);
 - c. Represented to a person because of their familial status that a dwelling was not available for inspection or rental when such dwelling was in fact so available, in violation of 42 U.S.C. § 3604(d); and
 - d. Engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, and a denial to a group of persons of rights granted by the Fair Housing Act which raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).
17. The United States and Defendants (collectively, the “Parties”) agree that this Court has jurisdiction over this action and may grant the relief sought herein under 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3612(o) and 3614(a).
18. Defendants, individually and collectively, deny the allegations asserted in the Complaint filed in this action and in this Consent Order (“this Order”), including but not limited to the allegations that they engaged in a pattern or practice of discrimination based upon familial status, or denied rights protected by the Fair Housing Act to a group of persons, or otherwise

violated any person's rights afforded by the Fair Housing Act and/or any other federal, state, or local law or regulation.

19. This Order is not to be considered an adverse fair housing settlement, an adverse civil rights settlement, or an adverse federal or state government proceeding and settlement.
20. The Parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States' claims against Defendants without further proceedings or a trial. This Order constitutes full resolution of the claims in the United States' Complaint against Defendants.

Therefore, it is ORDERED, ADJUDGED, and DECREED THAT:

I. GENERAL INJUNCTIVE RELIEF

21. Defendants, their employees, operators, managers, agents, and all other persons or entities in active concert or participation with any of them, are hereby enjoined, with respect to the rental of dwellings,¹ from:
 - a. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status;
 - b. Making, printing, or publishing, or causing 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

¹ The term "dwelling" shall be defined as set forth in the Fair Housing Act, 42 U.S.C. § 3602(b).

discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination; and

- c. Representing to any person because of their familial status that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

II. SPECIFIC INJUNCTIVE RELIEF

22. Defendants, their employees, operators, managers, agents, and all other persons and entities in active concert or participation with any of them, are hereby enjoined, with respect to the rental of dwellings, from creating, maintaining, or enforcing rules or policies that limit or impose conditions, limitations, or requirements on minor residents' ability to access their units, elevators, stairwells, or buildings at residential rental properties Defendants own, operate, or manage,² unless the rules or policies are narrowly tailored to further a legitimate, nondiscriminatory purpose.
23. Defendants, their employees, operators, managers, agents, and all other persons and entities in active concert or participation with any of them, are hereby enjoined, with respect to the rental of dwellings, from creating, maintaining, or enforcing rules or policies that require adult supervision of children in common areas and amenity spaces available to tenants at any

² Defendants have provided a complete and current list of the mailing addresses of the residential rental properties they own, operate, or manage, which is incorporated by reference herein and attached to this Order as **Attachment A**.

residential rental properties Defendants own, operate, or manage, unless the rules or policies are narrowly tailored to further a legitimate, nondiscriminatory purpose.

24. Defendants, their employees, operators, managers, agents, and all other persons and entities in active concert or participation with any of them, are hereby enjoined, with respect to the rental of dwellings, from failing to provide, upon request or indication of interest, complete and accurate information to rental housing applicants with children regarding particular units that have not been assigned to other tenant households at the residential rental properties Defendants own, operate, or manage, including their rental prices and any qualifications for rental.

III. NONDISCRIMINATION POLICY

25. Within 30 days of the entry of this Order, each Defendant shall adopt, implement, and maintain the Nondiscrimination Policy (the “Policy”) appearing at **Attachment B** and shall distribute the Policy and this Order to all their employees, operators, managers, agents, and all other persons or entities in active concert or participation with any of them who work at any of the residential rental properties they own, operate, or manage.
26. Within 60 days of the entry of this Order, each Defendant shall secure signed statements from each of their employees, operators, managers, or agents who have management or leasing responsibilities at any residential rental property any Defendant owns, operates, or manages acknowledging

that they have received, read, understand, and agree to abide by the Policy and the Order. This statement shall be in the form of **Attachment C**.

27. Within 30 days of the entry of this Order, Defendants must post and prominently display the Policy in the rental and/or management office of each residential rental property that they own, operate, or manage, as well as on any websites they operate associated with any such properties, for the term of this Order.

IV. EDUCATION AND TRAINING

28. Within 90 days of the entry of this Order, each Defendant and their employees, operators, managers, or agents who have management or leasing responsibilities at any residential rental property any Defendant owns, operates, or manages shall attend live training on the Fair Housing Act. The training shall cover all the Fair Housing Act's protections, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted in accordance with the following requirements:
 - a. The trainer or training entity shall be independent of Defendants and their employees, agents, and counsel, qualified to conduct such training, and approved in advance by the United States;
 - b. Defendants shall submit to the United States the name and contact information of the person or organization proposed to provide the training no fewer than thirty 30 days before the training date;

- c. Defendants shall, no later than ten days after the training, provide the United States with certifications executed by all individuals who attended the training.³ The certification shall be in the form of **Attachment D**; and
 - d. Any expenses associated with the training shall be borne by Defendants.
29. Each new employee, operator, manager, or agent who has management or leasing responsibilities at any residential rental property any Defendant owns, operates, or manages shall (a) be apprised of the contents of the Policy, this Order, and of their obligations under the Fair Housing Act when their employment or agency commences; (b) be provided with the Policy and this Order when their employment or agency commences; and (c) execute the statement contained in **Attachment C** within five days of their first day of employment.

V. REPORTING, RECORD KEEPING, AND MONITORING

30. Defendants shall notify counsel for the United States in writing within 15 days of receipt of any written complaint against any Defendant in this action,

³ All documents or other communications required by this Order to be sent to counsel for the United States should be sent via email to Jaclyn.Harris@usdoj.gov. If transmission via email is not possible, such correspondence shall be sent via overnight mail to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: DJ 175-17M-530, at the following address:

4 Constitution Square
150 M Street NE – Room 8.111
Washington, DC 20002

or against any of Defendants' employees, operators, managers, agents, or any other persons or entities in active concert or participation with them, regarding "familial status" discrimination in housing, as defined by the Fair Housing Act, 42 U.S.C. § 3602(k), filed with any federal, state, or local governmental agency, including a copy of the complaint. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number.

31. Defendants shall also notify counsel for the United States in writing within 15 days of receipt of any written complaint made by a resident or former resident of the Creative Village or any other residential rental property any Defendant owns, operates, or manages against any Defendant in this action, or against any of Defendants' employees, operators, managers, agents, or any other persons or entities in active concert or participation with them, regarding "familial status" discrimination in housing, as defined by the Fair Housing Act, 42 U.S.C. § 3602(k). Additionally, oral complaints made by residents or former residents of the Creative Village regarding "familial status" discrimination in housing, as defined by the Fair Housing Act, 42 U.S.C. § 3602(k), at Amelia Court and/or Concord Court must be reported to counsel for the United States as described in this Paragraph. If the complaint is written, Defendants 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.

32. Defendants shall also promptly provide the United States all information it may request concerning any complaints described in Paragraphs 30-31 and shall inform the United States within 15 days of any resolution of any such complaint.
33. Defendants shall preserve all records relating to their obligations under this Order. Upon providing reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Order.
34. Within 90 days of the execution of this Order, and every six months thereafter for the duration of this Order, Defendants shall certify to counsel for the United States that they are in compliance with the terms of this Order, including all policy, notice, and training requirements.
35. The United States may take steps to monitor Defendants' compliance with this Order and the Fair Housing Act, including but not limited to conducting fair housing testing at any residential rental property owned, operated, or managed by any Defendant.

**VI. MONETARY DAMAGES TO THE HUD ELECTION
COMPLAINANTS, THE PATTERN OR PRACTICE REFERRAL
COMPLAINANTS, AND OTHER AGGRIEVED PERSONS**

36. Defendants shall pay a total amount of \$260,000 to resolve the United States' and the HUD Election Complainants' claims for monetary damages

stemming from Defendants' policies at Concord Court and Amelia Court.

This amount shall be paid as set forth in Paragraphs 37 through 50 below.

A. HUD Election Complainants

37. Within ten days of the United States' receipt of the release form, **Attachment E**, signed by Complainant Sherri Bannister, Defendants shall pay to Ms. Bannister, by wire transfer to her attorney and according her attorney's instructions, \$30,000 in monetary damages.
38. The United States shall notify Defendants upon its receipt of the release form referenced in Paragraph 37, and provide Defendants with the signed release form after confirming that Defendants have made the payment described in Paragraph 37.
39. Within ten days of the United States' receipt of the release form, **Attachment E**, signed by Complainant Tais Hannah, Defendants shall pay to Ms. Hannah \$17,500 in monetary damages by delivering a check payable to Ms. Hannah to an address provided by the United States in the amount of \$17,500.
40. The United States shall notify Defendants upon its receipt of the release form referenced in Paragraph 39, and provide Defendants with the signed release form after confirming that Defendants have made the payment described in Paragraph 39.

41. Within ten days of the United States' receipt of the release form, **Attachment E**, signed by Complainant Kniiia Coffee, Defendants shall pay to Ms. Coffee, by wire transfer to her attorney and according her attorney's instructions, \$15,000 in monetary damages.
42. The United States shall notify Defendants upon its receipt of the release form referenced in Paragraph 41, and provide Defendants with the signed release form after confirming that Defendants have made the payment described in Paragraph 41.

B. The Pattern or Practice Referral Complainants and Other Aggrieved Persons

43. Within ten days of the entry of this Order, Defendants shall deposit in an interest-bearing escrow account the total sum of \$197,500 for the sole purpose of paying monetary damages to persons whom the United States determines to have been harmed by Defendants' discriminatory housing practices at Concord Court and Amelia Court ("aggrieved persons"). This money shall be referred to as "the Settlement Fund." Within five business days of the establishment of the Settlement Fund, Defendants shall submit proof to the United States that the account has been created and the funds described in this Paragraph deposited therein.
44. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein. Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on

- money deposited into the account associated with the Settlement Fund in accordance with Paragraph 43.
45. The Pattern or Practice Referral Complainants listed in **Attachment F** shall receive monetary damages from the Settlement Fund in the amounts set forth in **Attachment F**. Defendants shall, within 20 days of the notice from the United States that it has received the release referred to in Paragraph 46, pay to the Pattern or Practice Referral Complainants listed in **Attachment F** the amounts described in **Attachment F** according to instructions to be provided by the United States.
 46. As a prerequisite to receiving the payments described in Paragraph 45, each of the Pattern or Practice Referral Complainants listed in **Attachment F** shall execute and deliver to counsel for the United States a release in the form of **Attachment E**. Counsel for the United States shall deliver the original, executed release forms to counsel for Defendants.
 47. Within six months of the date on which Defendants deposit the funds as required by Paragraph 43, the United States shall inform Defendants as to its determinations concerning which persons in addition to the HUD Election Complainants and the Pattern or Practice Referral Complainants listed in **Attachment F** are aggrieved and the appropriate amount in monetary damages to be paid to each such person. Defendants agree that the determinations of the United States shall be final, and Defendants

hereby waive the right to contest the United States' determination of who qualifies as an aggrieved person in this or any other proceeding.

Defendants hereby agree that they will not seek to interfere with or oppose the United States' determinations regarding aggrieved persons and the appropriate amount of monetary damages to be paid to each aggrieved person. The Parties agree that the Settlement Fund will be distributed in its entirety to aggrieved persons identified by the United States, which may include the distribution of further funds to the HUD Election

Complainants and the Pattern or Practice Referral Complainants listed in **Attachment F**.

48. In its letter informing Defendants of its determinations regarding aggrieved persons, the United States shall apprise Defendants of the amounts (plus accrued interest) that should be distributed to each aggrieved person.

Defendants shall, within ten days of receiving the United States' letter, deliver to counsel for the United States, by overnight delivery, a separate check payable to each aggrieved person in the amounts recommended. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

49. When counsel for the United States has received a check from Defendants payable to an aggrieved person and a signed release in the form of **Attachment E** from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and a copy of the signed

release to counsel for Defendants. The HUD Election Complainants and the Pattern or Practice Referral Complainants listed in **Attachment F** shall not be required to execute a second release in order to receive further distributions from the Settlement Fund.

50. The monetary damages required to be paid pursuant to this Section are a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants shall not seek to discharge any part of this debt in bankruptcy.

VII. ADDITIONAL RELIEF FOR THE HUD ELECTION AND PATTERN OR PRACTICE REFERRAL COMPLAINANTS

51. Defendants agree to forgive any outstanding balance(s) alleged to be owed by any HUD Election Complainant and any Pattern or Practice Referral Complainant determined to be aggrieved by the United States, including but not limited to the individuals listed in **Attachment F**, and shall not take any further action to recover any such funds. For each HUD Election Complainant and each Pattern or Practice Referral Complainant who the United States determines is aggrieved, Defendants shall provide to the United States the names of such individuals, an itemization of any balance(s) alleged to be owed, and confirmation that the balance(s) were forgiven. With respect to the HUD Election Complainants and the individuals listed in **Attachment F**, Defendants shall provide this information to the United States within five days of the entry of this Order. Should the United States determine that any additional Pattern or Practice

Referral Complainants are aggrieved, Defendants shall provide this information to the United States within 21 days of receiving notice of their aggrieved status.

52. Defendants represent and affirm that they have not reported and will not report any detrimental information to Equifax, Experian, or TransUnion (“the three major credit bureaus”) related to any debts allegedly accrued by any of the HUD Election Complainants or the Pattern or Practice Referral Complainants as of the date of entry of this Order. Should the United States receive information that this representation is inaccurate, it will notify Defendants within 21 days. Within 30 days of receiving the notification, Defendants shall take any and all actions necessary to expunge from credit histories any detrimental information they have reported to any of the three major credit bureaus regarding any of the HUD Election Complainants and the Pattern or Practice Referral Complainants, and provide the United States with copies of the documents demonstrating their compliance with this Paragraph.
53. Defendants also agree to forgive any outstanding balance(s) alleged to be owed by any additional individuals the United States determines are aggrieved. The United States shall provide Defendants a list of additional individuals it has determined are aggrieved. Within 30 days of Defendants’ receipt of such list from the United States, Defendants shall provide to the United States the names of such individuals from the list

with an itemization of the balance(s) each individual is alleged to have owed, and confirmation that the balance(s) were forgiven.

VIII. CIVIL PENALTY

54. Within ten days of the entry of this Order, Defendants shall pay \$5,000 to the United States as a civil penalty under 42 U.S.C. § 3614(d)(1)(C), to vindicate the public interest. This payment shall be in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.
55. The civil penalty referenced in Paragraph 54 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. Defendants shall not seek to discharge any part of this debt in bankruptcy.
56. In the event that Defendants or any of their agents engage in future violation(s) of the Fair Housing Act, such violation(s) will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii).

IX. SCOPE, DURATION, AND ENFORCEMENT

57. This Order is effective immediately upon its entry by the Court and shall remain in effect for four years from the date of its entry.
58. The provisions of this Order, except Sections VI, VII, and VIII, shall apply to all Defendants, their employees, operators, managers, agents, and all other persons and entities in active concert or participation with any of

them. The aforementioned provisions of this Order shall apply to all the residential rental properties that each Defendant owns, operates, or manages, including but not limited to Concord Court, Amelia Court, and the common use areas and amenities associated with these properties. The aforementioned provisions of this Order shall also apply to all the affordable housing offered by Southern Affordable Services, Inc. at residential real estate properties in the State of Florida. Defendants represent that they have the authority to implement the provisions of this Order at all locations within the Creative Village and at Southern Affordable Services, Inc.'s residential real estate properties in the State of Florida.⁴

59. The Court shall retain jurisdiction for the duration of this Order to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the period during which this Order is in effect in the interests of justice.
60. This Order may be signed by the Parties in several counterparts, each of which shall serve as an original as against any Party who signed it, and all of which taken together shall constitute one and the same document.

⁴ Defendants also represent and affirm that the list of properties at **Attachment A** includes the mailing addresses of all the residential rental properties they own, operate, or manage, as well as all locations where Southern Affordable Services, Inc. offers affordable housing in the State of Florida.

X. REMEDIES FOR NON-COMPLIANCE AND TIME FOR PERFORMANCE

61. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the Parties.
62. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order before bringing such matters to the Court for resolution. However, in the event that the United States contends that there has been a failure by any Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Order or otherwise to act in conformance with any provision thereof, the United States may move the Court to impose any remedy authorized by law or equity, including but not limited to entry of an order requiring performance of any such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees occasioned by the violation or failure to perform.
63. Failure of the United States to insist upon strict performance of any provision of this Order shall not be deemed a waiver of the United States' rights or remedies or a waiver by the United States of any default by Defendants in performance or compliance with any terms of this Order.

XI. TERMINATION OF LITIGATION HOLD

64. The Parties agree that, as of the date of entry of this Order, litigation is not reasonably foreseeable concerning the matters described herein. If 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. However, nothing in this Order relieves Defendants of the record-keeping responsibilities imposed by this Order.

XII. COSTS OF LITIGATION

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

IT IS SO ORDERED.

DATED this ___ day of October, 2022

Judge Wendy W. Berger
United States District Court Judge

The undersigned hereby apply for and consent to the entry of this Order:

For the United States of America:

Dated: October 6, 2022

ROGER B. HANDBERG
United States Attorney

/s/ Yohance A. Pettis

YOHANCE A. PETTIS
Deputy Chief, Civil Division
United States Attorney's Office
Middle District of Florida

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

/s/ Jaclyn A. Harris

SAMEENA SHINA MAJEED
Chief
MICHAEL S. MAURER
Deputy Chief
JACLYN A. HARRIS
Trial Attorney
Civil Rights Division
Housing and Civil Enforcement Section

For Defendants Concord Court at Creative Village Partners, LTD, DBA Concord Court at Creative Village/Amelia Court at Creative Village, SAS Concord Court at Creative Village Managers, LLC, Concord Management, LTD, DBA Concord Rents, Concord Management Company, Inc., and Dawn Lawson:

Dated: October 6, 2022

/s/Scott P. Moore
SCOTT P. MOORE
Partner, Baird Holm LLP

Attachment A

List of Properties Subject to the Order

1722 Lakewood Shores Lane, Brandon, Florida 33510
7400 Highline Drive, Brooksville, Florida 34613
110 Dolphin Fleet Circle, Daytona Beach, Florida 32119
1381 N Clyde Morris Boulevard, Daytona Beach, Florida 32117
600 Serenity Circle, Debarry, Florida 32713
1575 S Woodland Boulevard, Deland, Florida 32720
2750 David Walker Drive, Eustis, Florida 32726
365 Garden Edge Point, Fern Park, Florida 32730
1508 Spring Lake Cove Lane, Fruitland Park, Florida 34731
3521 NW Treasure Coast, Jensen Beach, Florida 34957
302 Parkland Circle #101, Kissimmee, Florida 34744
501 Bald Cypress Drive, Kissimmee, Florida 34744
801 Coastal Bay Lane, Kissimmee, Florida 34741
840 Perth Place #102, Kissimmee, Florida 34758
2096 Boca Palms Circle, Kissimmee, Florida 34741
3201 Espinosa Drive, Kissimmee, Florida 34741
4480 Foothill Drive, Kissimmee, Florida 34746
735 S Highway 27/441, Lady Lake, Florida 32159
824 County Road 466, Lady Lake, Florida 32159
10816 NE 87th Loop #106, Lady Lake, Florida 32162
1403 Old Harbor Boulevard, Leesburg, Florida 34748
3400 Southwinds Cove Way, Leesburg, Florida 34748
32427 Quiet Harbor Avenue, Leesburg, Florida 34748
32511 Lake Harris Cove Avenue, Leesburg, Florida 34788
907 Tidewater Lane, Longwood, Florida 32750
525 Sybelia Parkway, Maitland, Florida 32751
2905 Kemblewick Drive, Melbourne, Florida 32935
2796 Spring Orchard Avenue, Mount Dora, Florida 32757
6400 Sentry Way, New Port Richey, Florida 34653
10101 Newport Sound Place, New Smyrna Beach, Florida 32168
1010 Skyline Loop, Orange City, Florida 32763
2500 Junior Street, Orange City, Florida 32763
315 W Concord Street, Orlando, Florida 32801
659 W Amelia Street, Orlando, Florida 32801
680 W Concord Street, Orlando, Florida 32801
1001 Landstar Park Drive, Orlando, Florida 32824
1030 Vista Haven Circle, Orlando, Florida 32825
1724 London Crest Drive, Orlando, Florida 32818
1915 Stable Drive, Orlando, Florida 32837

3138 Pershing Park Drive #112, Orlando, Florida 32822
4503 Cove Drive, Orlando, Florida 32812
5000 Millenia Boulevard, Orlando, Florida 32839
5316 Millenia Boulevard, Orlando, Florida 32839
5903 Lee Vista Boulevard, Orlando, Florida 32822
6532 Pershing Avenue, Orlando, Florida 32822
7528 Marbella Pointe Drive, Orlando, Florida 32822
8413 Valencia Village Lane, Orlando, Florida 32825
9800 Dean Woods Place, Orlando, Florida 32825
9957 Hidden River Drive, Orlando, Florida 32829
11037 Laguna Bay Drive, Orlando, Florida 32821
13000 Island Bay Drive, Orlando, Florida 32828
134 Callan Way, Oviedo, Florida 32765
167 Linlake Cove, Oviedo, Florida 32765
450 Fontana Circle #105, Oviedo, Florida 32765
2780 Mystic Lake Drive, Oviedo, Florida 32765
5200 Loma Vista Circle, Oviedo, Florida 32765
154 Daffodil Drive SW, Palm Bay, Florida 32908
465 Landing Boulevard, Palm Coast, Florida 32164
1100 Beach Village Circle, Palm Coast, Florida 32137
1465 Central Avenue, Palm Coast, Florida 32164
2033 SE Lennard Road #105, Port Saint Lucie, Florida 34952
2500 NW Hatches Harbor Road, Port Saint Lucie, Florida 34983
1330 Naples Circle, Rockledge, Florida 32955
200 Pine Valley Road, Saint Cloud, Florida 34769
300 4th Avenue South, Saint Petersburg, Florida 33701
420 4th Street South, Saint Petersburg, Florida 33701
2596 Twin Drive, Sarasota, Florida 34234
3203 Nature Circle, Sarasota, Florida 34235
11106 Lakewood Pointe Drive, Seffner, Florida 33584
4300 Bridgewater Club Loop, Spring Hill, Florida 34607
701 SE Martin Luther King Jr Boulevard, Stuart, Florida 34994
3755 Fairview Cove Lane, Tampa, Florida 33619
4409 Tuscany Glen Circle, Tampa, Florida 33619
6402 Royal Hunt Drive, Tampa, Florida 33625
10501 Cross Creek Boulevard, Tampa, Florida 33647
2700 Anneleigh Circle, Viera, Florida 32940
7011 Homestead Loop, Wildwood, Florida 34785
15122 West Colonial Drive, Winter Garden, Florida 34787
550 N Denning Drive, Winter Park, Florida 32789
5560 Solidago Drive Unit 105, Winter Park, Florida 32792
7800 Spirit Lane, Winter Park, Florida 32792
170 Gardenridge Court, Winter Springs, Florida 32708

Attachment B

Nondiscrimination Policy

It is the policy of [Defendant] to comply with the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, by ensuring that all dwelling units, as well as the public and common-use areas associated with these units, are available to all persons without regard to race, color, religion, national origin, disability, familial status (having children under age 18), or sex. This policy means that [Defendant] and its agents and employees must not discriminate in any aspect of the rental of dwelling units. Among other things, they may not:

- A. discriminate against any person in the terms, conditions or privileges of the rental of a dwelling, or in the provision of services, facilities, or amenities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- B. 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
- C. represent to any person because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when the 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 the unequal provision of service to, treatment of, or behavior toward tenants or prospective tenants 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. Individuals who believe they may be victims of discrimination may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777.

Attachment C

Certification of Receipt of Consent Order and Nondiscrimination Policy

I certify that I have received a copy of the Consent Order entered by the United States District Court in *United States v. Concord Court at Creative Village Partners, LTD, DBA Concord Court at Creative Village/ Amelia Court at Creative Village, et al.*, Civil Action No. 6:22-CV-1824-WWB-LHP (M.D. Fla.), including a copy of the Nondiscrimination Policy. I further certify that I have read and understand the Consent Order and Nondiscrimination Policy and that any questions I had concerning the Consent Order and Nondiscrimination Policy were answered. I understand my responsibilities as set forth in these documents and shall comply with those responsibilities.

(Signature)

(Printed name)

(Title)

(Employer)

(Date)

Attachment D

Certification of Training

I acknowledge that, on _____, 20____, I received _____ minutes of in-person training from _____ on the requirements of the Fair Housing Act, including, in particular, the prohibition on familial status discrimination.

(Signature)

(Printed name)

(Title)

(Employer)

(Date)

Attachment E

Release

In consideration for payment of the sum of \$_____, in accordance with the Consent Order entered in *United States v. Concord Court at Creative Village Partners, LTD, DBA Concord Court at Creative Village/ Amelia Court at Creative Village, et al.*, Civil Action No. 6:22-CV-1824-WWB-LHP (M.D. Fla.), I, _____, hereby release and forever discharge Defendants named in this lawsuit, as well as their agents, employees, representatives, successors, and assigns, from any and all liability for any claims, legal or equitable, I may have against them arising out of the facts underlying the claims alleged in this action as known on the date of the signing of the Consent Order. I fully acknowledge and agree that this release shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed on this date: _____, 20_____.

SIGNATURE: _____

PRINT NAME: _____

Attachment F

Aggrieved Pattern or Practice Referral Complainants and their Monetary Damages

1. Deonna Newell and Debra Newell
 - a. Monetary Damages: \$17,500
2. Sandy Goussaint
 - a. Monetary Damages: \$20,000
3. Dominique Goosby
 - a. Monetary Damages: \$22,500
4. A.Q. and Ju. Q.
 - a. Monetary Damages: \$30,000
5. Tanika Hilton
 - a. Monetary Damages: \$20,000