

IN THE CIRCUIT COURT OF THE FITEEN
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

EQUILLA DOWDELL,

CIVIL DIVISION

Plaintiffs,

CASE NO:

SD 2009 CA 03 7118 XXXX MB

-vs-

- ① CALVIN D. ALSTON,
- ② ALSTON MANAGEMENT, INC.,
- ③ BIG LAKE VILLAGES, INC.
- ④ MATTHEW 25 MINISTRIES, INC.,
- ⑤ MIRACLE PARK, INC.

Defendants

COMPLAINT

Plaintiff EQUILLA DOWDELL sues Defendants CALVIN D. ALSTON, CALVIN D. ALSTON MANAGEMENT, INC., BIG LAKE VILLAGES, INC., MATTHEW 25 MINISTRIES, INC., and MIRACLE PARK, INC., and alleges as follows:

INTRODUCTION

1. This is an action for damages exceeding \$15,000 exclusive of attorney's fees and for injunctive relief for violations of the Palm Beach County Fair Housing Ordinance, Federal Fair Housing Act, Florida Landlord-Tenant Act, the Florida Unfair and Deceptive Trade Practices Act, for fraudulent misrepresentation, negligent misrepresentation and intentional infliction of emotional distress.
2. This Court has jurisdiction pursuant to Florida Statute § 26.012, and is competent to adjudicate federal claims. Yellow Freight Sys., Inc. v. Donnelly, 494 U.S. 820, 823 (1990).
3. Venue is proper pursuant to Florida Statute § 47.011.
4. Defendant CALVIN D. ALSTON ("Alston") is an adult individual residing in Palm Beach County.

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PALM BEACH COUNTY
CIRCUIT CIVIL
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5. Defendant ALSTON MANAGEMENT, INC., (“Alston Management”) is a Florida for-profit corporation doing business in Palm Beach County.
6. Defendant BIG LAKE VILLAGES, INC., (“Big Lake villages”) is a Florida for-profit corporation doing business in Palm Beach County.
7. Defendant MIRACLE PARK, INC., (“Miracle Park”) is a Florida for-profit corporation doing business in Palm Beach County.
8. Defendant MATTHEW 25 MINISTRIES, INC. (“Matthew 25 Ministries, Inc.”) is a Florida not-for-profit corporation doing business in Palm Beach County.
9. Plaintiff EQUILLA DOWDELL is an adult residing in Palm Beach County.
10. All events alleged herein took place in Palm Beach County.

STATEMENT OF FACTS

11. Plaintiff is a mother of two young children and was formerly a tenant of Pelican Lake Village, an apartment complex located at 201 Muck City Road, Pahokee, FL 33476 (“Pelican Lake”).
12. Pelican Lake contains approximately 52 duplexes and six single-family homes for rent.
13. Pelican Lake is owned by Defendant Big Lake Villages. The property is managed by Defendant Alston Management. Defendant Alston is the president and director of both Big Lake Villages and Alston Management.
14. On or around December 11, 2008, all residents of Pelican Lake were given a document labeled as a “formal notice.” A copy of one such notice is attached hereto and incorporated as Exhibit A. Plaintiff’s notice was exactly the same, with the exception of her name being on it.
15. Defendant Alston Management’s name and contact information appear on the upper-left corner of the notice, and the notice is signed by Defendant Alston as “Owner.”

16. The notice states that Pelican Lake had been sold to Defendant Miracle Park, which is identified as "Miracle Parks Inc. Adults Only Community."
17. The notice, given to the residents just two weeks before Christmas, states that any resident who had children under the age of 18 living or staying with them had to move out before January 1, 2009—less than three weeks from the notice's date.
18. The notice further states that Miracle Park would move affected residents to vacant apartments in Belle Glade, but it emphatically warned, "If you refuse to move or comply with the new owners we will evict you immediately."
19. Besides flagrantly and willfully disregarding the tenants' rights under their leases and the fair housing laws, it turned out the notice included false information.
20. In fact, Pelican Lake was not sold and was not being converted into an adults-only facility. Instead, Defendants had entered into a joint venture, partnership or other business arrangement whereby all or part of the complex would be leased to Defendant Matthew 25 Ministries, who would then use it to house released criminal sex offenders.
21. Matthew 25 Ministries' directors apparently incorporated Miracle Park to act as its property manager once it took possession of Pelican Lake under its lease with Alston.
22. Defendants decided to force out all children from the complex so as not to have them living among sex offenders. Defendants apparently felt the sex offenders would not concern tenants without children.
23. At no point was the true nature of the business arrangement ever revealed to the residents by any of the Defendants.
24. Rather than being able to enjoy the holiday season with her family, Plaintiff and her children were constantly pressured to move out of Pelican Lake.

25. At the time, Plaintiff had a newborn baby and was on maternity leave from work. She did not have money to move and did not want to leave Pelican Lake.
26. Plaintiff eventually was accepted into a Pahokee Housing Authority property.
27. As a result of being forced out of Pelican Lake, Plaintiff incurred moving expenses and other relocation costs; lost her Pelican Lake security deposit; suffered emotional stress; and was deprived of her fair housing rights.
28. As a result of forming this joint venture, partnership or other business enterprise, all Defendants are liable for the acts of their co-venturers or partners.

Count I.

VIOLATION OF THE PALM BEACH COUNTY HUMAN RIGHTS ORDINANCE

29. Plaintiff re-alleges and incorporates the allegations stated in Paragraphs 1-28 above.
30. Plaintiff is a "person" as defined in Palm Beach County Ordinance, ch. 15, art. III, § 37(1).
31. Pelican Lake is a "dwelling" as defined in Palm Beach County Ordinance, ch. 15, art. III, § 37(5).
32. Defendants have discriminated against Plaintiff in the rental of this dwelling because of familial status, in violation of Palm Beach County Ordinance, ch. 15, art. III, § 57, and § 58(1)-(2) and (5).
33. Defendants' December 11, 2008, notice discriminated against Plaintiff based on familial status, in violation of Palm Beach County Ordinance, ch. 15, art. III, § 57, and § 58(3).
34. Plaintiff has suffered injury in fact as a result of Defendants' discrimination as described in Paragraphs 27 above, and is entitled to an award of damages.
35. Plaintiff also seeks an injunction under Palm Beach County Ordinance, ch. 15, art. III, § 54(h) to permanently enjoin Defendants from further discrimination against the remaining tenants of Pelican Lake Village or of any other properties on which Defendants lease or sell housing.

36. Plaintiff is entitled to an award of attorney's fees for bringing this action.

WHEREFORE, Plaintiff respectfully requests that this Court award her damages, injunctive relief, costs and attorney's fees, and any such other relief as it deems just and equitable.

Count II.
VIOLETION OF THE FEDERAL FAIR HOUSING ACT

37. Plaintiff re-alleges and incorporates the allegations stated in Paragraphs 1-28 above.

38. Plaintiff is an "aggrieved person" as defined in 42 U.S.C. § 3613(a).

39. Pelican Lake is a "dwelling" as defined in 42 U.S.C. § 3602(b).

40. Defendants have discriminated against Plaintiff in the rental of this dwelling because of familial status, in violation of 42 U.S.C. § 3604(a)-(b) and (d).

41. The December 11, 2008, notice discriminated against Plaintiff because of familial status in violation of 42 U.S.C. § 3604(c).

42. Because of Defendants' discrimination, Plaintiff has suffered injury in fact as described in Paragraphs 27 above and is entitled to an award of damages.

43. Plaintiff also seeks an injunction under 42 U.S.C. § 3613(c)(2) to permanently enjoin Defendants from any further discrimination against the remaining tenants of Pelican Lake Village or of any other properties on which Defendants lease or sell housing.

44. Plaintiff is entitled to an award of attorney's fees for bringing this action.

WHEREFORE, Plaintiff respectfully requests that that this Court award her damages, costs and attorney's fees, and any such other relief it deems just and equitable.

Count III.
FRAUDULENT MISREPRESENTATION

45. Plaintiff re-alleges and incorporate the facts stated in paragraphs 1-28 above.

46. Defendants Big Lake Village, Alston Management and Alston represented that the park had

been sold, was being converted to an adults-only facility, and Plaintiff therefore had to vacate the property by January 1, 2009, statements known by Defendants to be false and which were intended to induce her to act.

47. Plaintiff reasonably relied on these misrepresentations to her detriment, and has been damaged as described in Paragraph 27 above.

48. Plaintiff is entitled to an award of damages.

WHEREFORE, Plaintiff respectfully requests that that this Court award her damages and any such other relief it deems just and equitable.

Count IV.

NEGLIGENT MISREPRESENTATION (ALTERNATIVE TO COUNT IV)

49. Plaintiff re-alleges and incorporate the facts stated in paragraphs 1-28 above.

50. Defendants Big Lake Village, Alston Management and Alston represented that the park had been sold, was being converted to an adults-only facility, and Plaintiff therefore had to vacate the property by January 1, 2009, statements Defendants should have known were false and which were intended to induce her to act.

51. Plaintiff reasonably relied on these misrepresentations to her detriment, and has been damaged as described in Paragraphs 27 above.

52. Plaintiff is entitled to an award of damages.

WHEREFORE, Plaintiff respectfully request that that this Court award her damages and any such other relief it deems just and equitable.

Count V.

BREACH OF LEASE

53. Plaintiffs re-allege and incorporate the allegations of Paragraphs 1-28 above.

54. Pursuant to the Florida Landlord-Tenant Act, Florida Statutes Chapter 83, Plaintiff had a

valid oral lease to reside at Pelican Lake when she was forced to move out.

55. Defendants acted in bad faith in violation of Florida Statutes § 83.44 by:
- a. threatening Plaintiff with immediate eviction if she did not leave by January 1, 2009;
 - b. discriminating against Plaintiff on the basis of familial status.
 - c. misrepresenting the true nature of the Defendants' business arrangement.
 - d. Impairing Plaintiff's right to use and enjoy the property and jeopardizing her safety by bringing in criminal offenders.
56. Defendants Big Lake Village, Alston Management and Alston failed to return Plaintiff's security deposits in violation of the lease terms and Fla. Stat. § 83.49.
57. The security deposit was paid pursuant to a written lease the year before. Defendant Alston refused to ever give her a copy of the written lease, and thus she cannot attach it to this Complaint, but it may be obtained through discovery. Amiker v. Mid-Century Inc. Co., 398 So. 2d 974, 975 (Fla. 2d DCA 1981).
58. Plaintiff is entitled to an award of damages for breach of her lease and a refund of her security deposit.
59. Plaintiff is also entitled to an award of attorney's fees for bringing this action.

WHEREFORE, Plaintiff respectfully request that this honorable Court award her damages, a refund of their security deposits, attorney's fees and costs, and any such other relief as it deems just and equitable.

Count VI.
UNFAIR AND DECEPTIVE TRADE PRACTICES

60. Plaintiff re-alleges and incorporates the allegations stated in Paragraphs 1-28 above.
61. This is an action for damages not exceeding \$15,000, exclusive of attorney's fees, and for declaratory relief.

62. The Florida Unfair and Deceptive Trade Practices Act is intended to protect against “those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.202(2).
63. Rental agreements are within the Act’s scope. See Beacon Prop. Mgmt. v. PNR, Inc., 890 So. 2d 274 (Fla. 4th DCA 2004).
64. Defendants’ actions in forcing Plaintiff and her children out of their apartments using a false, discriminatory notice and misrepresenting the nature of the business arrangement were unconscionable, deceptive and/or unfair acts or practices that have damaged the Tenant Plaintiffs as described in Paragraph 27 above.
65. Plaintiff is entitled to an award of damages as a result of these deceptive and/or unfair acts or practice.
66. Pursuant to Fla. Stat. § 501.211, Plaintiff also seeks a declaratory judgment that Defendants’ deceptive and/or unfair acts or practices violate the Act.
67. Plaintiff is entitled to an award of attorney’s fees.

WHEREFORE, Plaintiff respectfully requests that this honorable Court award her damages, a declaratory judgment that Defendants’ acts or practices violate the Act, attorney’s fees and costs, and any such other relief as it deems just and equitable.

Count VII.
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

68. Plaintiff re-alleges and incorporates the allegations stated in Paragraphs 1-28 above.
69. This is an action for damages exceeding \$15,000, exclusive of attorney’s fees.
70. Defendants deliberately or recklessly caused Plaintiff mental suffering by providing her notice under false pretense that she had to move out within three weeks or else face immediate eviction.

71. The notice, which was given at the height of the holiday season and soon after Plaintiff had given birth.

72. As alleged herein, Defendants' actions were outrageous and extreme, and caused Plaintiff to suffer severe emotional distress as a result.

73. Plaintiff is entitled to an award of damages.

WHEREFORE, Plaintiff requests that this honorable Court award her damages and any such other relief as it deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury of all issues so triable.

Respectfully Submitted,



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