

FILED by <b>TE</b> D.C. ELECTRONIC  <b>March 2, 2015</b>  STEVEN M. LARIMORE CLERK U.S. DIST. CT. S.D. OF FLA. - MIAMI
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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF FLORIDA  
 (Fort Lauderdale Division)

**15-CV-60414-Cohn/Seltzer**

CASE NO. \_\_\_\_\_ CIV \_\_\_\_\_

DON KOZICH, Individually

Plaintiff

- ✓ U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), a Federal Department/Agency;
  - ✓ U.S. DEPARTMENT OF VETERANS AFFAIRS (VA), a Federal Department/Agency;
  - ✓ BROWARD COUNTY HOUSING AUTHORITY, a Public Housing Authority (PHA) Chartered under Chapter 421, Fla.Stat.;
  - ✓ BUILDING BETTER COMMUNITIES, INC. (BBC), a Not for Profit domestic Florida Registered Corporation;
  - ✓ BROWARD WORKFORCE COMMUNITIES, INC. (BWC), General Partner of Reliance-Progresso Associates, Ltd. and a for Profit domestic Florida Registered Corporation;
  - ✓ RELIANCE-PROGRESSO ASSOCIATES, LTD. (RPA), a for Profit domestic Florida Limited Partnership;
  - ✓ PROFESSIONAL MANAGEMENT, INC. (PMI), a for Profit domestic Florida Registered Corporation;
- And all other subsidiaries, affiliates, assigns, and predecessors and successors in interest of Defendants.

Defendant(s)

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**VERIFIED COMPLAINT AND  
 REQUEST FOR JURY TRIAL**

PLAINTIFF, Don T. Kozich (Kozich), sues the Defendants U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), a Federal Department/Agency; U.S. DEPARTMENT OF VETERANS AFFAIRS (VA), a Federal Department/Agency; BROWARD COUNTY HOUSING AUTHORITY, a

Public Housing Authority (PHA) Chartered under Chapter 421, Fla.Stat.; BUILDING BETTER COMMUNITIES, INC. (BBC), a Not for Profit domestic Florida Registered Corporation; BROWARD WORKFORCE COMMUNITIES, INC. (BWC), General Partner of Reliance-Progresso Associates, Ltd. and a for Profit domestic Florida Registered Corporation; RELIANCE-PROGRESSO ASSOCIATES, LTD. (RPA), a for Profit domestic Florida Limited Partnership; PROFESSIONAL MANAGEMENT, INC. (PMI), a for Profit domestic Florida Registered Corporation; And all other subsidiaries, affiliates, assigns, and predecessors and successors in interest of Defendants; requests a jury trial; and under penalty of perjury, declares that he has read the Complaint, and that the facts stated in it are true, and further states:

#### **A. PREFACE**

1. Several counts of this complaint are brought as an issue of first impression or a good faith argument for the extension, modification or reversal of existing law or the establishment of new law as it applies to the material facts, and with a reasonable expectation of success.

#### **B. DEFINITIONS**

2. "BCHA" includes Broward County Housing Authority; Building Better Communities, Inc.; Broward Workforce Communities, Inc.; Reliance-Progresso Associates, Ltd.; Progresso Point (PP) apartment community; and their interconnected and blended affiliates, subsidiaries and partnerships. See Note 1. to Excerpt of BCHA's Bi-annual September 30, 2012 and 2013 Audited Consolidated Financial Statement excerpts (Exhibit "U"). These entities are alter egos of each other; have an "identity of interest" sharing the same office, address, phone number, website, employees, officers, directors and commissioners.

3. "FMR" refers to the Fair Market Rent for an apartment at Progress Point (PP). For 2015 BCHA illegally established two different FMR's at PP. For example, for a 1-Bedroom apartment at PP occupied by a low-income tenant without HCV the

rent is \$822 while for the exact same apartment occupied by a tenant with HCV the rent is \$885, a difference of \$63.

4. "HCV" refers to both the Section 8 Housing Choice Voucher program administered by HUD and to the voucher itself issued by BCHA.

5. "Lease" refers to the written agreement (Exhibit "B" executed on March 7, 2014 between Kozich and RPA for Contract Unit 408 at PP, 619 North Andrews Avenue., Fort Lauderdale, FL 33311, and includes the HUD Tenancy Addendum 52641-A (which takes precedence) and BCHA's March 17, 2014 Housing Assistance Letter.

6. "Management Contract" refers to the property management contract (Exhibit "A") executed on January 31, 2014 between PMI and RPA for PMI's management of PP. By virtue of its terms, RPA and ultimately, BCHA, has authority, oversight and control over PMI in its management of PP.

7. "PP" refers to Progresso Point which is an 8-story apartment community comprised of 76 studio and 1-bedroom apartments located at 619 North Andrews Avenue, Fort Lauderdale, Broward County, FL. PP is titled in RPA but is ultimately owned and controlled by PHA. PP is tax exempt and pays no property taxes. PP is supposed to be a tax credit property under IRS Code 42\_\_\_ and 100% leased to low-income tenants, but it is not 100% leased to low-income tenants.

8. "PPTA" refers to the Progresso Point Tenants Association which is a tenant association or organization organized by Kozich to advocate and foster better, safer, healthier and more efficient living conditions at PP.

9. "Pubic records" and "records" include but are not limited to electronic versions, unprinted electronic versions, scanned versions, unprinted electronically scanned versions, electronic emails, unprinted electronic emails, etc., and include those records that are in the custody, possession or control of BCHA or Professional Management, Inc. (PMI), or both.

10. "VASH" refers to the Veterans Affairs Supportive Housing program of the VA, which is funded and overseen by the VA, administrated by HUD through its HCV program and implemented by BCHA.

11. "S8 Worksheet" refers to the HUD Section 8 Resident Worksheet (Exhibit "J") executed between Kozich and BCHA on December 19, 2014 wherein the monthly Contract Rent effective March 1, 2015 for Contract Unit 408 is \$822, the Tenant Rent to Owner is \$243 and HAP to Owner is \$579.

12. For definitions of other terms Kozich adopts and incorporates herein by reference those definitions contained in the HUD Tenancy Addendum attached to and incorporated in the Lease (Exhibit "B"), and which by its terms takes precedence over the terms and conditions of RPA's lease.

### **C. GENERAL ALLEGATIONS**

13. Don T. Kozich (KOZICH) is an individual residing in Broward County, Florida, is sui juris, and was such at all times material and relevant hereto.

14. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) is a Federal Department/Agency with its office in Broward County, Florida, is sui juris, and was such at all times material and relevant hereto.

15. U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) is a Federal Department/Agency with its office in Broward County, Florida, is sui juris, and was such at all times material and relevant hereto.

16. BROWARD COUNTY HOUSING AUTHORITY is a Public Housing Authority (PHA) Chartered under Chapter 421, Fla.Stat. with its office in Broward County, Florida, is sui juris, and was such at all times material and relevant hereto.

17. BUILDING BETTER COMMUNITIES, INC. (BBC) is a Not for Profit domestic Florida Registered Corporation with its office in Broward County, Florida, is sui juris, and was such at all times material and relevant hereto.

18. BROWARD WORKFORCE COMMUNITIES, INC. (BWC) is a for Profit domestic Florida Registered Corporation with its office in Broward County, Florida, is sui juris, and was such at all times material and relevant hereto. BWC is the General Partner of Reliance-Progresso Associates, Ltd.

19. RELIANCE-PROGRESSO ASSOCIATES, LTD. (RPA) is a for Profit domestic Florida Limited Partnership with its office in Broward County, Florida, is sui juris, and was such at all times material and relevant hereto.

20. PROFESSIONAL MANAGEMENT, INC. (PMI) is a for Profit domestic Florida Registered Corporation with offices throughout Broward County, Florida, is sui juris, and was such at all times material and relevant hereto. PMI is also a Florida licensed Real Estate Broker operating as a property management company managing all of BCHA's apartment communities including PP.

21. Venue is proper in Broward County because the facts and circumstance giving rise to this complaint arose in Broward County, FL.

22. This Court has jurisdiction because KOZICH is seeking damages in an amount greater than \$75,000 for several causes of action which occurred or accrued in Broward County, Florida.

23. All conditions precedent including statutory prerequisites to the relief demanded herein have been performed or have occurred, or have been waived or excused.

**COUNT I**  
**PUBLIC RECORDS**  
**DECLARATIVE AND INJUNCTIVE RELIEF**  
**(BCHA AND PMI)**

KOZICH adopts and realleges each relevant allegation of a material fact set forth above in paragraphs 1. thru 23., and further alleges:

24. This is an action for declarative and injunctive relief under the Freedom of Information Act (FOIA), as amended, 5 USC § 552, against BCHA.

25. This Court has jurisdiction under 5 USC § 552(a)(4)(B) and 28 USC § 1331. Venue is proper under 5 USC § 552(a)(4)(B).

26. BCHA receives funding from HUD, VA and other Federal departments and agencies, and is therefore subject to the FOIA.

27. BCHA has custody, possession or control of the records at issue here.

28. By virtue of its Management Contract with PMI (Exhibit "A"), RPA, and ultimately BCHA, has custody, possession or control of PMI's records.

29. By correspondence to BCHA, on August 8, 2014 Kozich requested that BCHA make the records available for inspection (FIRST REQUEST) (Consolidated Exhibit "C").

30. Over 90 days later on November 14, 2014 BCHA finally made some of the records available for inspection (Exhibit "H"). However, by that time the records were not current and already over 90 days old.

31. Kozich made subsequent requests including those records missing from his FIRST REQUEST upon BCHA for inspection of records (SECOND REQUEST) (Consolidated Exhibit "D").

32. In response to Kozich's SECOND REQUEST, BCHA requested a deposit of \$135 against an estimated cost of \$901 (Exhibit "E"). Kozich provided the \$135 deposit to the Defendants (Exhibit "F") subject to his request that BCHA and the BCHA Board of Commissioners and Directors refund the deposit and waive the cost, and requested an itemized statement. Neither BCHA nor the BCHA Board of Commissioners or Directors ever responded to Kozich's request for a refund of the deposit and waiver of the cost.

33. On November 5, 2014 BCHA provided a second statement (Exhibit "G") requesting payment in full before Kozich could inspect the records responsive to his

SECOND REQUEST. Kozich responded (Exhibit "H") requesting a list of records not being produced and included his second request for an itemized statement and for any authority that PMI being a private entity was entitled to reimbursement for costs, to which BCHA never responded.

34. Because BCHA was not responsive, Kozich served his THIRD REQUEST.

35. Kozich has exhausted all of his administrative remedies.

36. Kozich has a legal right to inspect the records he seeks, and there is no basis in law for BCHA's refusal to provide the records especially given the inordinate time that it took BCHA to respond, albeit untimely and insufficiently.

37. BCHA is improperly withholding records.

38. But for BCHA unlawfully withholding public records KOZICH would not have suffered damages.

39. For BCHA unlawfully withholding public records KOZICH has suffered pecuniary damage corresponding to the cost of his having to work around and forced to do without records that BCHA refuses to provide. Kozich's losses are permanent and continuing and KOZICH will suffer further losses in the future.

40. Kozich lacks an adequate remedy at law and is entitled to injunctive relief.

41. As a direct and proximate cause of BCHA's providing untimely and incomplete records and its unlawful refusal to provide records Kozich suffered damages in an amount greater than \$75,000.

42. For BCHA's providing untimely and incomplete records and its unlawful refusal to provide Kozich with records, Kozich has also suffered special damages each in excess of \$75,000, except as noted otherwise, including but not limited to:

- a) Loss or impairment of earnings or earning capacity;
- b) Inconvenience and discomfort;

- c) Loss of Federal and Florida benefits and subsidies including but not limited to LIHEAP, EHEAP, etc.
- d) Refund of \$135 deposit.
- e) Waiver of \$766 due for records.
- f) Waiver of fees and costs for additional records requested.
- g) Retaliatory refusal to renew his lease.
- h) \_\_\_\_\_

43. KOZICH also requests the court enjoin BCHA from utilizing PMI or any other entity to shield or screen itself from compliance with FOIA.

**WHEREFORE**, KOZICH demands judgment against BCHA and PMI, jointly and severally:

1. Declare that BCHA's and PMI's withholding of the records Kozich seeks is unlawful.
2. Order BCHA and PMI to make the records available to Kozich forthwith and current to the date that it provides the records.
3. Order BCHA to refund forthwith to Kozich his \$135 deposit and to waive any costs and fees associated with the records and future records requests.
4. Permanently enjoining and restraining BCHA and PMI from withholding records pursuant to FOIA.
5. Permanently enjoining and restraining BCHA from utilizing PMI or any other entity to shield or screen itself from FOIA.
6. Award Kozich damages and special damages in an amount greater than \$75,000.
7. Awarding Kozich attorney fees and costs under 5 USC § 552(a)(4)(E).
8. And such other relief as this Court deems just and equitable.



**COUNT II**  
**MANDATORY INJUNCTION**  
**(LEASE RENEWAL)**

KOZICH adopts and realleges each relevant allegation of a material fact set forth above in paragraphs 1. thru 23. , and further alleges:

44. This is an action against DEFENDANTS for a mandatory injunction requiring a one-year renewal of Kozich's lease commencing March 1, 2015 and the corresponding issuance of VASH HCV with the Court retaining jurisdiction to review compliance, yearly renewals and refusals to renewal thereafter.

45. Kozich is a retired disabled veteran living on fixed low income with his VA pension and Social Security benefits. Kozich relies on his VASH HCV for financial assistance with his housing. Kozich relies on BCHA to lease him his apartment at PP and to provide him with better, safer, healthier and more efficient living conditions at PP. It appears that Kozich is the only tenant at PP that receives a VASH HCV.

46. Pursuant to the Lease and HUD policies and regulations, HUD requires automatic renewal of a lease unless the tenant has three consistent material violations of the lease (three strikes). HUD supports and protects tenants' rights to organize and fosters a tenants association or organization.

47. The VA funds and has oversight and control over its VASH program being administered by HUD and implemented by BCHA.

48. BCHA is Chartered under Chapter 421, Fla.Stat. and pursuant to Fla.Stat. 421.10 and HUD and VASH policy and guidelines, BCHA is required to lease its apartment communities to any person as a tenant.

49. Since the inception of his Lease (Exhibit "B" both PMI and BCHA did not want Kozich as a tenant at PP stating, "You should not have gotten it" and "You were lucky to get in". PMI and BCHA have been and continue to try to set up and

railroad Kozich with false allegations that Kozich is in material violation of the Lease as an excuse not to renew the Lease as required by HUD, VA and Chapter 421, Fla.Stat. For example, PMI falsely alleged that Kozich's apartment was a fire hazard, cluttered and in violation of the lease (Exhibit "R"). However, Kozich's VA Case Manager, the City of Fort Lauderdale Building Department, the City of Fort Lauderdale Fire Department and the Broward Regional Health Planning Counsel (BRHPC) all inspected Kozich's apartment and found no violations (Exhibit "T"). At the time PMI and BCHA made these false allegations, Kozich was still in the process of unpacking. While Kozich may be a little disorderly with his housekeeping, there are no health or safety violations and he is not required to meet PMI's or BCHA's housekeeping standards, which remain unpublished.

50. To advocate and foster better, safer, healthier and more efficient living conditions at PP and to counter PMI's and BCHA's dictatorial management, Kozich established PPTA, and published Notices of the monthly Meetings of the BCHA Board of Commissioners (Exhibit "I"). But before distributing the Notices, Kozich requested from PMI and BCHA any comments, suggestions or corrections. In response PMI and BCHA alleged in conclusionary form that there were inaccuracies in the Notices and requested meetings. Kozich replied for PMI and BCHA to first state in writing the alleged inaccuracies with particularity and to provide evidence of the alleged inaccuracies. PMI and BCHA declined.

51. As a result of its activities PPTA was instrumental in: 1) Reducing water and sewer bills; 2) Reducing electric bills; 3) Getting the a/c fixed in the hallways; 4) Getting PMI to change incandescent bulbs to LED bulbs saving over \$14,000 which affects any rent increase; 5) Not towing cars that forget to display handicap stickers; 6) Rent deposit box installed at the office; 7) Scheduled 90 day change-out [already past February 4<sup>th</sup> due date] of GE FXHTC water and a/c filters (DONE); 8) Protecting your right to privacy and due process; 9) Not buying into paying \$600/yr.

extra to park space across the street from PP which BCHA leases from Broward County; 10) Christmas Party; 11) New Years Party; 12) Super Bowl Party; 13) Protesting rent increase; 14) Requesting reserves; 15) Advocating changes to PMI's onerous, one-sided and misleading lease.

52. In compliance with renewal of his Lease, on December 19, 2014 Kozich executed the S8 Worksheet (Exhibit "J") between himself and BCHA, and in accordance with BCHA's request made a formal request upon PMI to renew his lease commencing March 1, 2015 (Exhibit "K").

53. In retaliation for his activities and establishing PPTA, PMI refused and continues to refuse to renew Kozich's lease based on false and unproven allegations of material violations of the lease (Exhibit "L"). The bottom line is that Kozich's activities make PMI work to hard for its money.

54. Kozich requested evidence of PMI's false allegations (Exhibit "M") but PMI never responded or provided any evidence.

55. While it has the power and authority to intervene and override PMI in its retaliatory refusal to renew Kozich's lease, BCHA refused and continues to refuse to intervene and override PMI, instead "deferring" to PMI in its retaliatory refusal to renew Kozich's lease (Exhibit "\_\_\_\_").

56. Kozich has a legal right to renew his lease and to peaceful enjoyment of his apartment and there is no basis in law or fact for PMI's and BCHA's retaliatory refusal to renew Kozich's lease.

57. Kozich has exhausted all of his administrative remedies.

58. Kozich lacks an adequate remedy at law and is entitled to injunctive relief.

59. For BCHA's and PMI's retaliatory refusal to renew his Lease, Kozich has suffered pecuniary damages. Kozich's damages are either permanent or continuing and Kozich will suffer further damage in the future.

60. As a direct and proximate cause of BCHA's and PMI's retaliatory refusal to renew his Lease, Kozich suffered damages in an amount greater than \$75,000.

61. For PMI's and BCHA's retaliatory refusal to renew his Lease, Kozich has also suffered special damages each in excess of \$75,000, except as noted otherwise, including but not limited to:

- a) Loss or impairment of earnings or earning capacity;
- b) Inconvenience and discomfort;
- c) Loss of Federal and Florida benefits and subsidies including but not limited to LIHEAP, EHEAP, etc.
- d) Refund of \$135 deposit.
- e) Waiver of \$766 due for records.
- f) Waiver of fees and costs for additional records requested.
- g) Retaliatory refusal to renew his lease.
- h) \_\_\_\_\_

**WHEREFORE**, KOZICH demands judgment against Defendants, jointly and severally:

1. For a mandatory injunction requiring a one-year renewal of Kozich's lease commencing March 1, 2015 and the corresponding issuance of HUD VASH HCV with the Court retaining jurisdiction to review compliance, yearly renewals and refusals to renewal thereafter.

2. Award KOZICH damages and special damages in an amount greater than \$75,000 plus costs and fees.

3. And such other relief as this Court deems just and equitable.

### **COUNT III**

#### **BREACH OF CONTRACT**

KOZICH adopts and realleges each relevant allegation of a material fact set forth above in paragraphs 1. thru 23., and further alleges:

62. This is an action for breach of contract with damages in an amount greater than \$75,000 against DEFENDANTS.

63. Kozich is a retired disabled veteran living on fixed low income with his VA pension and Social Security benefits. Kozich relies on his VASH HCV for financial assistance with his housing. Kozich relies on BCHA to lease him his apartment at PP and to provide him with better, safer, healthier and more efficient living conditions at PP. It appears that Kozich is the only tenant at PP that receives a VASH HCV.

64. Pursuant to the Lease and its policies and regulations, HUD requires automatic renewal of a lease unless the tenant has three consistent material violations of the lease (three strikes). HUD supports and protects tenants' rights to organize and fosters a tenants association or organization.

65. The VA funds and has oversight and control over its VASH program being administered by HUD and implemented by BCHA.

66. BCHA is Chartered under Chapter 421, Fla.Stat. and pursuant to Fla.Stat. 421.10 and HUD regulations and policy, BCHA is required to lease its apartment communities to any person as a tenant.

67. Since the inception of his Lease (Exhibit "B") both PMI and BCHA did not want Kozich as a tenant at PP stating, "You should not have gotten it" and "You were lucky to get in". PMI and BCHA have been and continue to try to set up and railroad Kozich with false allegations that Kozich is in material violation of the Lease as an excuse not to renew the Lease as required by HUD, VA and Chapter 421, Fla.Stat. For example, PMI falsely alleged that Kozich's apartment was a fire hazard, cluttered and in violation of the lease (Exhibit "R"). However, Kozich's VA Case Manager, the City of Fort Lauderdale Building Department, the City of Fort Lauderdale Fire Department and the Broward Regional Health Planning Counsel (BRHPC) all inspected Kozich's apartment and found no violations (Exhibit "T"). At the time PMI and BCHA made these false allegations, Kozich was still in the process of unpacking. While Kozich may be a little disorderly with his housekeeping, there are

no health or safety violations and he is not required to meet PMI's or BCHA's housekeeping standards, which remain unpublished.

68. To advocate and foster better, safer, healthier and more efficient living conditions at PP and to counter PMI's and BCHA's dictatorial management, Kozich established PPTA, and published Notices of the monthly Meetings of the BCHA Board of Commissioners (Exhibit "I"). But before distributing the Notices, Kozich requested from PMI and BCHA any comments, suggestions or corrections. In response PMI and BCHA alleged in conclusionary form that there were inaccuracies in the Notices and requested meetings. Kozich replied for PMI and BCHA to first state in writing the alleged inaccuracies with particularity and to provide evidence of the alleged inaccuracies. PMI and BCHA declined.

69. As a result of its activities PPTA was instrumental in: 1) Reducing water and sewer bills; 2) Reducing electric bills; 3) Getting the a/c fixed in the hallways; 4) Getting PMI to change incandescent bulbs to LED bulbs saving over \$14,000 which affects any rent increase; 5) Not towing cars that forget to display handicap stickers; 6) Rent deposit box installed at the office; 7) Scheduled 90 day change-out [already past February 4<sup>th</sup> due date] of GE FXHTC water and a/c filters (DONE); 8) Protecting your right to privacy and due process; 9) Not buying into paying \$600/yr. extra to park space across the street from PP which BCHA leases from Broward County; 10) Christmas Party; 11) New Years Party; 12) Super Bowl Party; 13) Protesting rent increase; 14) Requesting reserves; 15) Advocating changes to PMI's onerous, one-sided and misleading lease.

70. In compliance with renewal of his Lease, on December 19, 2014 Kozich executed the S8 Worksheet (Exhibit "J") between himself and BCHA, and in accordance with BCHA's request made a formal request upon PMI to renew his lease commencing March 1, 2015 (Exhibit "K").

71. In retaliation for his activities and establishing BCHA, PMI refused and continues to refuse to renew Kozich's lease based on false and unproven allegations of violations of the lease (Exhibit "L"). The bottom line is that Kozich's activities make PMI work to hard for its money.

72. Kozich requested evidence of PMI's false allegations (Exhibit "M") but PMI never responded or provided any evidence.

73. While it has the power and authority to intervene and override PMI in its retaliatory refusal to renew Kozich's lease, BCHA refused and continues to refuse to intervene and override PMI, instead "deferring" to PMI in its retaliatory refusal to renew Kozich's lease (Exhibit "\_\_\_\_").

74. Kozich has a legal right to renew his lease and to peaceful enjoyment of his apartment and there is no basis in law or fact for PMI's and BCHA's retaliatory refusal to renew Kozich's lease.

75. For BCHA's and PMI's retaliatory refusal to renew his Lease, Kozich has suffered pecuniary damages. Kozich's damages are either permanent or continuing and Kozich will suffer further damage in the future.

76. As a direct and proximate cause of BCHA's and PMI's retaliatory refusal to renew his Lease, Kozich suffered damages in an amount greater than \$75,000.

77. BCHA and PMI breached its contract with Kozich:

- a) By refusing to renew Kozich's lease in retaliation for Kozich advocating a tenants association and for fostering better, safer, healthier and more efficient living conditions at PP.
- b) By denying Kozich peaceful enjoyment of his apartment.
- c) By establishing 2 different FMR at PP. \$822 for low-income tenants without a HCV and \$885 for those tenants with a HUD VASH HCV.
- d) By diverting income from PP to fund other projects.
- e) By not setting aside reserves.

- f) By failing to attach HUD Tenancy Addendum to Leases.
- g) By making its leases onerous and unconscionable in that its leases require the tenant to waive jury trial and to pay attorney fees.
- h) By taking away free Wi-Fi.
- i) By not changing out the water filters every 90 days with authentic GE FXHTC water filters.
- j) By not changing out the air-conditioning filter every 90 days.
- k) By infringing on tenants rights to due process, rights to privacy and proper notice.
- l) By misrepresentating the law as it relates to landlord tenant, HUD, VA, PHA, ACOP, etc.
- m) By making false allegations.
- n) By falsifying documents.
- o) By improperly and without notice awarding PMI the management contract for PP.

78. But for BCHA and PMI's breach of contract KOZICH would not have suffered any damages.

79. For BCHA and PMI's breach of contract KOZICH has suffered damages in an amount greater than \$75,000.

80. Kozich has also suffered special damages in excess of \$75,000 including but not limited to:

- a) Loss or impairment of earnings or earning capacity;
- b) Inconvenience and discomfort;
- c) Loss of Federal and Florida benefits and subsidies including but not limited to LIHEAP, EHEAP, etc.
- d) Refund of \$135 deposit.
- e) Waiver of \$766 due for records.
- f) Waiver of fees and costs for additional records requested.
- g) Retaliatory refusal to renew his lease.
- h) \_\_\_\_\_



WHEREFORE, KOZICH prays for a Final Judgment against BCHA and PMI, jointly and severally, for breach of contract with damages in an amount greater than \$75,000 and special damages plus interest, fees, and costs of this action, and such other and further relief as this Court deems just and equitable.

#### **COUNT IV**

#### **DISCRIMINATION UNDER CIVIL RIGHTS ACT 42 USC § 1983**

#### **(BCHA AND PMI)**

KOZICH adopts and realleges each relevant allegation of a material fact set forth above in paragraphs 1. thru 23., and further alleges:

81. This is an action for discrimination under the Civil Rights Act 42 USC § 1983 against BCHA and PMI.

82. The Civil Rights Act 42 USC § 1983 and both HUD and VA policy and regulations prohibit discrimination based on race, color, national origin, religion, sex, familial status and disability.

83. The make-up of the 5 members of the Board of Commissioners of PHA includes persons of Spanish ethnicity one of whom, Miss Nunez, receives a \$200 monthly stipend, is disabled and lives in another of BCHA's owned apartment communities which is managed by PMI. Miss Nunez is also the President of the Board of Directors of Broward Workforce Communities, Inc. (BWC) which is the General Partner of Reliance-Progresso Associates Ltd. (RPA) which is the title owner of PP. Without proper and timely notice and requests for proposals (RFP) from other property management companies, Miss Nunez executed the property management agreement (Exhibit "A") between RPA and PMI for PP.

84. PMI is a property management company owned and operated by persons of Spanish ethnicity which manages PP at which Kozich resides in Contract Unit #408. PMI also manages BCHA's other apartment communities.

85. Both BCHA and PMI discriminate against tenants and prospective tenants at PP as follows:

a. Employees and families of employees of PMI of Spanish ethnicity have jumped the wait list queue at PP to gain early occupancy.

b. Employees and families of employees of PMI of Spanish ethnicity are occupying more than one apartment at PP.

c. Employees and families of employees of PMI of Spanish ethnicity at PP have been assigned more than 1 parking space for each apartment.

d. Employees and families of PMI of Spanish ethnicity are not listed in the front door Directory for PP.

e. PP is a 76 unit apartment community. It appears that PMI and BCHA are attempting to turn PP into an apartment community occupied solely by persons of Spanish ethnicity. Kozich estimates that the breakdown of the ethnicity of the occupants of the apartments at PP is as follows:

1) SPANISH: 11 apartments and substantially increasing since PMI took over management.

2) AFRICIAN-AMERICAN: 42 apartments and substantially decreasing since PMI took over management.

3) WHITE: 19 apartments and substantially decreasing since PMI took over management.

4) OTHER: 4 apartments and substantially decreasing since PMI took over management.

f. Persons of Spanish ethnicity including PMI employees and families of PMI employees who reside at PP have actual income which far exceeds the maximum income allowed for low-income tenants at PP: 5-8 tenants

86. Due to BCHA's discriminatory practices resulting in lack of proper and timely notice required by Chapters 119 and 421, Fla.Stat., and Fla.Stat. 286.011 et seq. for BCHA awarding PMI its management contacts, PMI's property management

contracts with BCHA need to be terminated. BCHA needs to properly and timely advertise its property management contracts for its apartment communities for public bids.

87. But for BCHA and PMI's breach of contract KOZICH would not have suffered any damages.

88. For BCHA and PMI's breach of contract KOZICH has suffered damages in an amount greater than \$75,000.

89. Kozich has also suffered special damages in excess of \$75,000 including but not limited to:

- a) Loss or impairment of earnings or earning capacity;
- b) Inconvenience and discomfort;
- c) Loss of Federal and Florida benefits and subsidies including but not limited to LIHEAP, EHEAP, etc.
- d) Refund of \$135 deposit.
- e) Waiver of \$766 due for records.
- f) Waiver of fees and costs for additional records requested.
- g) Retaliatory refusal to renew his lease.
- h) \_\_\_\_\_

WHEREFORE, KOZICH prays for a Final Judgment against BCHA and PMI, jointly and severally;

1. For discrimination and discriminatory practices.
2. Prohibiting BCHA and PMI from engaging in discriminatory practices forthwith.
3. Requiring that BCHA and PMI remove their employees and any family of employees from residing at PP forthwith.
4. Requiring that BCHA and PMI forthwith publish in chronological order of application all persons holding wait list positions for residences at BCHA's apartment communities including PP forthwith, and every 2 weeks thereafter.

5. Requiring that BCHA and PMI renew Kozich's lease forthwith.

6. Requiring that effective from the date of inception of each lease that BCHA and PMI remove any waiver of jury trial from all of its leases, and to so advise all of its tenants of the change.

7. Requiring that effective from the date of inception of each lease that BCHA and PMI amend and rewrite its leases with the correct statement of the law in accordance with Fla.Stat. 57.105(7), and to so advise all of its tenants of the change.

8. Requiring that BCHA and PMI establish and post schedules for routine maintenance and service.

9. Requiring the termination of PMI's management contracts and requiring BCHA to properly and timely notice and advertise its management contracts for bids.

10. For damages against BCHA and PMI in an amount greater than \$75,000 plus special damages, interest, fees, and costs of this action.

11. And such other and further relief as this Court deems just and equitable.

### **ATTORNEY FEES AND COSTS**

Pursuant to the Lease and as the prevailing party on the substantial issues, Kozich is entitled to attorney fees and costs, and requests an award of attorney fees and costs.

### **REQUEST FOR JURY TRIAL**

KOZICH requests a jury trial on each and every issue triable before a jury.

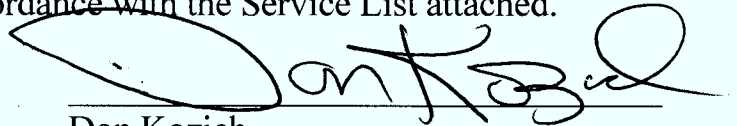
I HEREBY CERTIFY that the foregoing was filed with the court and a copy served to Defendants on March 2, 2015.



Don Kozich  
619 No. Andrews Avenue, #408  
Fort Lauderdale, FL 33311  
954.709.0537  
dtkctr@gmail.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the following was served on all counsel or parties of record in accordance with the Service List attached.



Don Kozich