

April 18, 2020

## Final Investigative Report

**Case Name:** Emma Ortiz v. Casa Del Sol Association, Inc. *et al*

**Case Number:** 04-19-8060-8; 19-062

### I. Jurisdiction

A complaint was filed on August 01, 2019, alleging that the complainant(s) was injured by a discriminatory act. It is alleged that the respondent(s) was responsible for: Discriminatory terms, conditions, privileges, or services and facilities; and Discriminatory acts under Section 818 (coercion, Etc.). It is alleged that the respondent(s)'s acts were based on National Origin; and Retaliation. The most recent act is alleged to have occurred on July 06, 2019. The property is located at: Casa Del Sol Alhambra, 2440 Winding Creek Blvd., 207, Clearwater, FL 33761. The property in question is not exempt under the applicable statutes. If proven, the allegation(s) would constitute a violation of Sections 804b or f, and 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

The respondent(s) receive no federal funding.

### II. Parties and Aggrieved Persons

#### A. Complainant(s)

Emma Ortiz  
Casa Del Sol Alhambra  
2440 Winding Creek Blvd.  
307  
Clearwater, FL 33761

#### Complainant Allegations

The complainant is a Hispanic female who resides at the respondent complex. The complainant states she is the only Hispanic resident at the complex.

The complainant states that upon leaving out of the country on December 1, 2018, she left her car in her assigned parking space. The complainant states she informed her two neighbors to her right and left that she was on a trip to Colombia.

Upon returning on January 14, 2019, the complainant could not find her car in the parking lot.

Upon asking the association President, he informed the complainant they had towed her car. He stated the towing company informed him the car would be sold, so he went and purchased it. He then told me I would have to pay him \$8,000 to buy my car back from him. When the complainant asked why she needed to pay him for the car, he then asked the complainant to pay \$800 in total; The complainant then refused to pay this and wanted to know why her car was left with the towing company for more than 32 days. The complainant states she was never notified of any work being done in the parking prior to her departure.

After recovering her car, the complainant was still mandated to pay an increasing amount of monies by the association. The complainant believes this decision was done due to her being Hispanic.

After filing a complaint with Pinellas County Consumer Protection Office, the complainant was further charged for

the meeting with the respondent's attorney.

AMENDMENT: After filing a fair housing complaint, the original invoice requested from the association went from \$1200 to \$7000. I believe I am being charged for the defense of my fair housing claim by the respondent association. I believe this is unlawful retaliation for having filed a complaint as an exercise of my rights under the Fair Housing Act.

CP believes that the Respondent's actions constitute a violation of the Fair Housing Laws.

**B. Other Aggrieved Persons**

**C. Respondent(s)**

Michael Perez  
Ameri-Tech Property Management, Inc.  
24701 US HWY 19 N  
102  
Clearwater, FL 33763

Ed Curran  
Casa Del Sol Association, Inc.  
24701 US HWY 19 N  
102  
Clearwater, FL 33763

**Respondent Defenses**

Rs denied any discrimination, stating that they notified all residents well in advance of the upcoming seal-coating of all the community parking lots by letter and postings on the community's five bulletin boards during the two months preceding the project. C did not inform Rs she would be out of the county for six weeks. Rs were obliged to tow her unattended car. Other vehicles towed during the seal-coating were recovered by their owners the same day. The Association paid to have C's car released before it went up for auction then levied an assessment for reimbursement. Rs' attorney asserts that C also owes more than \$7,000 in legal fees for defending Rs in her complaints to the offices of the Pinellas County Office of Consumer Protection and Office of Human Rights.

**D. Witnesses**

Gregory Parker  
Pinellas County Consumer Protection  
14250 49th St. N, Suite 1000  
Room 2  
Clearwater, FL 33762

**III. Case Summary**

**A. Interviews**

Complainant Ortiz, Emma  
Date of Interview: July 30, 2019  
Type of Interview: In-Person  
Interviewer: ESPARZA, MARK S

ME met with C, who speaks Spanish, to obtain information from her and help her formulate her charge in English. (See C's Chronology of Events in documents).

Complainant Ortiz, Emma  
Date of Interview: October 08, 2019  
Type of Interview: In-Person  
Interviewer: Kondilis, Kris A

Speaking in Spanish, Ms. Ortiz reiterated her claim of discrimination, stating that unnamed female personnel in the office have told her not to bother them, although on one occasion she contacted the office about a fire that was occurring in one of the trash bins. People in the office have also told her she will need to pay for a Spanish language translator if she wants to communicate with the office and she may not speak to anyone, per a letter she received from Catalina Martinez.

She also recounted that the president, Ed Curran, and she did speak upon her return to the country. (She described her English-speaking skills as limited but that she understands English if the speaker speaks slowly and distinctly.) Thus, she asked Mr. Curran about why her car was not in her parking space but was in the front parking area. He told her he'd bought it after it was towed and she owed him \$8,000. She also told Mr. Curran that she had informed her neighbor in #306 and another neighbor who lives next to her that she'd be out of the country.

When she tried to explain that she had taken her annual trip to Colombia as she has for the past 15 years, his reply was he had checked with her neighbors and couldn't find anyone who knew anything. He also told her that he decided to enter her unit to make sure that she and her mother weren't dead. When she protested his entering her unit, he told her he could do what he liked because he's the president. Later, when people came around to ask her to help re-elect Mr. Curran as president, she declined to sign their papers, which she feels has further added to his hostility toward her.

For comparator data, Ms. Ortiz provided a picture from her telephone that shows a car, which she claims was under a car cover for at least 8 months, and certainly would have been parked in the lot during the seal-coating. She wants to know why her car was towed, while this car, with tag #728-5VD, was not.

She also explained that she doesn't work so that she can care for her 96-year-old mother. The \$20 monthly payments she sends are all she can afford, and she's upset at the idea of an assessment, which she fears, is a move by Mr. Curran to put her and her mother "out on the streets."

Respondent Representative Pilka, Esq., Daniel  
Date of Interview: November 01, 2019  
Type of Interview: Telephone  
Interviewer: Kondilis, Kris A

Attorney Pilka stated that he has already provided information on others towed, although I explained our need to verify his assertion. He pointed out that C has made unsupported claims without verification, such as her car was the only one towed. As for the car under the tarp, he disputed it is an appropriate comparator, stating C couldn't possibly know if wasn't towed and reclaimed, since she was out of the country for 6 weeks and has no knowledge of what occurred in her absence.

Other Witnesses Parker, Gregory  
Date of Interview: November 04, 2019  
Type of Interview: Telephone  
Interviewer: Kondilis, Kris A

Investigator Parker stated that C filed a complaint in March 2019, and mediation was held on June 11, 2019. There is no charge to the parties for mediation services.

Ameri-Tech and Casa del Sol stated they were obliged to tow C's unattended car due to seal-coating. Although they

had notified residents of the project months in advance, C did not tell anyone in the office that she was leaving the country. The assn said that it paid the towing charges and recovered her vehicle when they learned about her situation upon her return from Colombia. They assessed her the costs of towing and recovery. The parties reached an agreement during mediation, but Respondent's attorney never submitted a payment plan. The case was closed, having found no violation of towing laws and no compromise reached.

Complainant Ortiz, Emma  
Date of Interview: November 20, 2019  
Type of Interview: Telephone  
Interviewer: Kondilis, Kris A

Other Witnesses Parker, Gregory  
Date of Interview: December 05, 2019  
Type of Interview: Telephone  
Interviewer: Kondilis, Kris A

Investigator Parker recounted that the informal conference at his agency, the Office of Consumer Protection, occurred on June 11, 2019, when the parties agreed on a settlement. The agreement was for \$821 for the towing/recovery cost plus \$450 in attorney's fees for a total of \$1,271. The attorney, Daniel Pilka, said that he would draft the promissory note/agreement. Investigator Thereafter, Inv. Parker called the attorney and left voice messages but never got a call back.

On July 25, 2019, his Office received a copy of the attorney's letter to Emma Ortiz, informing her that she owed \$1,875, which was about \$600 more than the agreed-upon amount. Thus, their office closed the case with no compromise.

On August 13, 2019, Investigator Parker wrote to the property manager at Ameri-Tech, Jenny Kidd, notifying her of the above events in his email and including as an attachment Pilka's letter of July 25, 2019.

Finally, Investigator Parker stated that Emma Ortiz keeps calling their office for a case status update. Elliot Diaz of their office has tried to explain to her that their case is closed.

#### **B. Documents**

Nature of Document: 903, letters, conciliation  
Who Provided: Complainant  
How Transmitted to HUD: In Person  
Date of Document: July 30, 2019  
Date Obtained: July 30, 2019

Nature of Document: September Board Minutes  
Who Provided: Complainant  
How Transmitted to HUD: In-Person  
Date of Document: September 18, 2018  
Date Obtained: July 30, 2019

Under New Business, the Board decided that Ameri-Tech and Casa del Sol post on its website the Casa del Sol parking lot seal-coating to begin on December 3 thru December 7, 2018.

Nature of Document: Notice of Lien & Proposed Sale of Vehicle  
Who Provided: Complainant  
How Transmitted to HUD: In-Person  
Date of Document: December 14, 2018  
Date Obtained: July 30, 2019

Towing Operator A-1 Recovery notified C, as owner of a 2005 Chevy vehicle, towed at the request of Winding Creek property manager on 12/8/18, of a \$321 towing charge, including storage, which will accumulate at \$20 per day. Public sale will be held on 1-13-2019, unless released by surety bond or payment to the clerk of the court.

Nature of Document: Attorney Notice  
Who Provided: Complainant  
How Transmitted to HUD: In-Person  
Date of Document: July 25, 2019  
Date Obtained: July 30, 2019

Attorney for Rs, Daniel Pilka, notified C that after having considered the settlement proposal submitted at the Mediation Conference, the Association has determined it cannot settle the claim for attorney fees for \$1,271 agreed to at mediation, especially since C is only able to pay \$20 per month for the entire balance. Thus, demand is made for payment of the total amount of \$1,865, which covers all of the legal fees incurred having to address parking and towing charges.

Nature of Document: Demand for Payment  
Who Provided: Complainant  
How Transmitted to HUD: In-Person  
Date of Document: April 15, 2019  
Date Obtained: July 30, 2019

Board notified C, through Kidd at Ameri-Tech, that she owes \$785 and demanded immediate payment to avoid late fees and interest.

Nature of Document: Casa del Sol Newsletters  
Who Provided: Complainant  
How Transmitted to HUD: In-Person  
Date of Document: October 01, 2018  
Date Obtained: July 30, 2019

C provided copies of newsletters for September and October reminding residents of a letter that went out to all owners notifying them of upcoming projects, including seal-coating of parking lots in December, which requires all vehicles be moved. The project was to begin on December 3 for Barcelona and Cadiz area and Alhambra and Madrid on December 5, 2018.

Nature of Document: C's Chronology of Events  
Who Provided: Complainant  
How Transmitted to HUD: In-Person  
Date of Document: July 30, 2019  
Date Obtained: July 30, 2019

C explained that she left to visit Colombia on December 3, 2018, in company with her mother, as she has done several years before. When she returned on January 14, she saw her car was gone. She recounted that the association president told her that since no one was at home, he took the car to sell it and that she owed \$800. He also threatened her saying if she didn't pay he would sell her apartment in 2 months, which frightened her that she and her mother would be thrown out on the street, despite living in the complex for 15 years.

C claimed that before leaving for Colombia, she informed the lady in Apartment #306 of her departure. C refused to provide keys to her mailbox to her neighbor but informed the post office to service her address until January 14

Nature of Document: Notices to Parties  
Who Provided: PCOHR  
How Transmitted to HUD: Mail

Date of Document: July 31, 2019

Date Obtained: July 31, 2019

All parties notified of the charge, which was included in notice letters.

Nature of Document: Photograph of Covered Car

Who Provided: Complainant

How Transmitted to HUD: In-Person

Date of Document: February 01, 2019

Date Obtained: October 08, 2019

The photograph from C's phone shows the back end of a covered car whose Florida license plate is exposed, reading 728 5VD.

Nature of Document: Ameri-Tech Fees

Who Provided: Complainant

How Transmitted to HUD: In-Person

Date of Document: July 18, 2019

Date Obtained: October 08, 2019

C provided copies of several statements on assessments, along with a list of charges on the towing and recovery of her vehicle from A-1 Recovery. As of 7/18/19 she owed \$1,110.71. Her balance on 4/15/19 was \$785.00, and \$801.00 on 3/12/19.

Nature of Document: Verbal Rebuttal

Who Provided: Complainant

How Transmitted to HUD: In-Person

Date of Document: October 09, 2019

Date Obtained: October 09, 2019

Speaking in Spanish, Ms. Ortiz reiterated her claim of discrimination, stating that unnamed female personnel in the office have told her not to bother them, although on one occasion she contacted the office about a fire that was occurring in one of the trash bins. People in the office have also told her she will need to pay for a Spanish language translator if she wants to communicate with the office and she may not speak to anyone, per a letter she received from Catalina Martinez.

She also recounted that the president, Ed Curran, and she did speak upon her return to the country. (She described her English-speaking skills as limited but that she understands English if the speaker speaks slowly and distinctly.) Thus, she asked Mr. Curran about why her car was not in her parking space but was in the front parking area. He told her he'd bought it after it was towed and she owed him \$8,000. She also told Mr. Curran that she had informed her neighbor in #306 and another neighbor who lives next to her that she'd be out of the country.

When she tried to explain that she had taken her annual trip to Colombia as she has for the past 15 years, his reply was he had checked with her neighbors and couldn't find anyone who knew anything. He also told her that he decided to enter her unit to make sure that she and her mother weren't dead. When she protested his entering her unit, he told her he could do what he liked because he's the president. Later, when people came around to ask her to help re-elect Mr. Curran as president, she declined to sign their papers, which she feels has further added to his hostility toward her.

For comparator data, Ms. Ortiz provided a picture from her telephone that shows a car, which she claims was under a car cover for at least 8 months, and, she believes, certainly would have been parked in the lot during the seal-coating and wasn't moved. She wants to know why her car was towed, while this car, with tag #728-5VD, was not.

She also explained that she doesn't work so that she can care for her 96-year-old mother. The \$20 monthly payments

she sends are all she can afford, and she's upset at the idea of an assessment, which she fears, is a move by Mr. Curran to put her and her mother "out on the streets."

**Nature of Document: Comparator Information**

**Who Provided: Attorney**

**How Transmitted to HUD: Email**

**Date of Document: October 16, 2019**

**Date Obtained: October 16, 2019**

Attorney stated that three or four other vehicles, presumably of tenants or guests, were towed during the seal-coat project, but none went up for auction because the owners, unlike C, picked up their vehicles promptly. The client, when notified of the intent to sell the vehicle, took it upon itself to advance the cost to pay for towing and storage of C's vehicle to ensure against sale at auction. The attorney argued that those fees advanced by the association are those which C refuses to pay as reimbursement. The attorney further stated that it has offered Ms. Ortiz an offer to settle the case for \$1,865, and are willing to work out an acceptable payment plan.

**Nature of Document: Pilka Letter on Fees**

**Who Provided: R's Attorney**

**How Transmitted to HUD: Mail**

**Date of Document: October 16, 2019**

**Date Obtained: October 18, 2019**

Pilka justified client's towing of C's unattended car during the seal-coating project and the towing of other cars. Also, C's "various complaints" against clients "have resulted in extensive legal fees incurred which, to date, total \$7,328.65 in fees and costs," for which C is responsible.

**Nature of Document: C's Response to Comparator Data**

**Who Provided: Complainant**

**How Transmitted to HUD: Email**

**Date of Document: November 01, 2019**

**Date Obtained: November 01, 2019**

In Spanish C stated she doesn't understand why she owes money, and that she came to the Office of Human Rights to help her with her 10-month problem and resolve it, but it has gotten worse and she doesn't understand the reason. She said she doesn't understand why nobody wants to tell the truth or help her resolve a simple issue.

**Nature of Document: Office of Consumer Protection Records**

**Who Provided: Investigator**

**How Transmitted to HUD: Email**

**Date of Document: April 08, 2019**

**Date Obtained: November 04, 2019**

Investigator Gregory Parker sent copies of records in Case File No.1903034.

**Nature of Document: A-1 Tow Invoices**

**Who Provided: Witness**

**How Transmitted to HUD: Email**

**Date of Document: December 08, 2018**

**Date Obtained: November 08, 2019**

A-1 Towing provided invoices to show that two vehicles were towed from Casa del Sol on 12/8/18: a 2004 GMC Envoy and a 2014 gray Honda Accord. Both vehicles were released that same date from impound at a cost of \$121.00 each.

Nature of Document: 100-Day Letters  
Who Provided: Investigator  
How Transmitted to HUD: File  
Date of Document: November 14, 2019  
Date Obtained: November 14, 2019

All parties notified of amended charge.

Nature of Document: Consumer Protection Memo to PM Kidd  
Who Provided: Investigator Parker  
How Transmitted to HUD: Email  
Date of Document: August 13, 2019  
Date Obtained: December 05, 2019

Investigator Parker recounted events from the settlement conference on June 11, 2019 to his final memo to PM Kidd at Ameri-Tech on August 13, 2019. He sent copy and also provided a copy of attorney Pilka's letter of July 25, 2019, to Emma Ortiz.

Nature of Document: PCOHR Emails on Fees  
Who Provided: PCOHR  
How Transmitted to HUD: File  
Date of Document: December 07, 2019  
Date Obtained: December 07, 2019

Director Paul Valenti's email exchange with Attorney Pilka include his emails between November and December 2019 and include KAK's earlier email exchange with Pilka as far back as October 2019.

Nature of Document: Amended Charge  
Who Provided: Complainant  
How Transmitted to HUD: Mail  
Date of Document: January 28, 2020  
Date Obtained: February 14, 2020

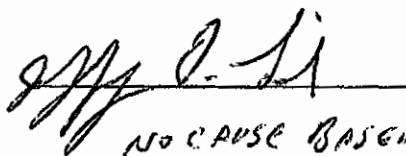
Amended charge alleges that her fees to the Association increased from \$1200 to \$7,000, which she believes is retaliation for her filing her original charge and because she is Hispanic.

Nature of Document: Answer to Amended Charge  
Who Provided: Attorney  
How Transmitted to HUD: Mail  
Date of Document: March 10, 2020  
Date Obtained: March 12, 2020

Attorney reiterated claim that C was justifiably billed to reimburse the Association for recovering her towed car before it was auctioned. Further, Association maintains Florida law justifies it in pursuing collection action against C for fees (unspecified) which she owes.

C. Interrogatories

Jeffery Lorick, Compliance Manager

 Date: 4-20-2020  
NO CAUSE BASED ON NATIONAL ORIGIN  
CAUSE FINDING ON RETALIATED