

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE SOUTHERN DISTRICT OF
FLORIDA.

CASE NO.

SAVANNAH PAULETTE GREEN, BETTY)
PRESTON, VIRGINIA PUGH, FANNIE)
COLEMAN, and LILLY BROWNLEE,)

Plaintiffs,)

-vs-)

FLORIDA REALTY & MANAGEMENT)
CORPORATION, INC., FLORIDA)
REALTY, an unincorporated)
association, SOUTHERN RENTALS)
AGENCY, INC., ISADORE TENDRICH,)
BONDED RENTAL AGENCY, INC.,)
THOMAS B. WALKER, & ALICE WALKER,)

Defendants.)

C O M P L A I N T

1. This is an action brought by the plaintiffs for damages in excess of \$10,000 and to enjoin the defendants' racially discriminatory practices which are prohibited by 42 U.S.C. §1981 and §1982.

Furthermore, this is a proceeding for injunction against the defendants' racially discriminatory practices that are prohibited by Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et sequence.

2. This Court has jurisdiction of this action pursuant to 28 U.S.C. §§1343 and 1331.

3. Plaintiffs are all black citizens of Miami, Florida and reside at the following addresses in the Southern District of Florida.

a. Savannah Paulette Green, 3600 Grand Avenue,
Apartment #10;

b. Betty Preston, 3620 Grand Avenue, Apartment
#4;

c. Virginia Pugh, 3610 Grand Avenue, Apartment
#4;

d. Fannie Coleman, 3600 Grand Avenue, Apartment
#7A; and

e. Lilly Brownlee, 3161 Douglas Road,
Apartment #35.

4. The plaintiffs mentioned in paragraph 3 above, are members of a class of black citizens who reside in multiple dwellings in the Coconut Grove area of Miami, Florida,¹ and who have been discriminated against by the defendants solely on account of race or color. Plaintiffs bring this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and all persons similarly situated, who constitute the above described class. The persons in the class are so numerous that joinder of all members is impracticable; there are questions of law or fact common to the class; the claims of the representative party are typical of the claims of the class and the representative party will fairly and adequately protect the interest of the class.

5. The defendant, FLORIDA REALTY MANAGEMENT CORPORATION, INC., is incorporated under the laws of the State of Florida and it has offices located at 1325 Northeast First Avenue, Miami, Florida. It is engaged in the management and rental of real and personal property in or about the Coconut Grove area of Miami, Florida. One such property is located at 3161 Douglas Road, Miami, Florida.

6. The defendant, FLORIDA REALTY, an unincorporated association, has its principal place of business located at 1325 N. E. 1st Avenue, Miami, in the Southern District of Florida. It owns the property located at 3161 Douglas Road, Miami, Florida.

7. The defendant, SOUTHERN RENTALS AGENCY, INC., is incorporated under the laws of the State of Florida and has offices located at 3620 Grand Avenue, Miami, Florida. It is engaged in the management and rental of real and personal property

¹
See appendix for map of Coconut Grove.

in or about the Coconut Grove area of Miami, Florida. One such property is located at 3606-3610 Grand Avenue, Miami, Florida. Another such property is located at 3620 Grand Avenue, Miami, Florida.

8. The defendant, ISADORE TENDRICH, resides at 8375 S. W. 106th Street, Miami, in the Southern District of Florida. He owns the properties located at 3606-3610 Grand Avenue, and 3620 Grand Avenue, Miami, Florida.

9. The defendant, BONDED RENTAL AGENCY, INC., is incorporated under the laws of the State of Florida and has offices located at 3600 Grand Avenue, Miami, Florida. It is engaged in the management and rental of real and personal property in or about the Coconut Grove area of Miami, Florida. One such property is located at 3600 Grand Avenue, Miami, Florida.

10. The defendants, THOMAS B. WALKER and ALICE WALKER, reside at 4200 Toledo Street, Coral Gables, Florida. They own the property located at 3600 Grand Avenue, Miami, Florida.

11. The defendants named in paragraphs 6 through 10 above hereinafter collectively referred to as defendants, are highly sophisticated in transacting business with respect to the real estate trade in or about the Coconut Grove area of Florida.

12. The plaintiffs, all black citizens of the Coconut Grove area of Miami, are unsophisticated in the manner of conducting real estate transactions.

13. There has existed and continues to exist a custom or usage of racial segregation in or about the Miami area. This custom or usage was supported openly until 1945 by racially restrictive ordinances. After those ordinances were repealed, this custom or usage of segregation was perpetuated by covert and overt discriminatory policies and practices which had the purpose and effect of confining the black man to the "ghetto".

These practices were and in many cases are still being implemented by:

- a. Realtors and real estate boards in or about the Miami area.
- b. Applying different zoning standards to black areas than are applied to white areas.
- c. The use of racially restrictive covenants.
- d. The lending practices of the Federal Housing Authority.
- e. The lending practices of the banks in or about the Miami area.
- f. The policies of the Department of Housing and Urban Development in administering Urban Renewal and public housing.
- g. The policy of the State and Federal Government in displacing black persons due to the erection of the expressway.
- h. The white citizens of Miami.

14. As a result of the segregation mentioned in paragraph 13 above, the black citizens of Miami have been forced to live in certain areas of the city. The black areas are commonly designated as "ghettos".

15. The area described as Coconut Grove has its "black ghetto". This "ghetto" is even separated from the white area at one point by a monument known as the "wall".

16. The custom or usage of racial segregation described in paragraphs 13 through 15 above, has forced the black plaintiffs to live in the black area of Coconut Grove.

17. Due to the segregated conditions set out in paragraphs 13 through 16 above, the defendants were able to and did take advantage of the black plaintiffs. Defendant owners named herein

purchased the properties herein described conscious of the fact that such properties would be inhabited solely by black citizens of the City of Miami. These purchases were made with the purpose and intent of taking advantage of and exploiting the housing scarcity and ghettoization of the blacks in the City by imposing exorbitant and prohibitive rents and burdensome terms and conditions upon the tenants of said properties. The defendants management firms have likewise specifically sought out the management of black tenanted properties for the purpose of taking advantage of and exploiting the existing housing scarcity and black ghettoization in the City of Miami.

18. A pattern or practice of the discrimination exists which has deprived and continues to deprive the black plaintiffs of the same right to make and enforce contracts as is enjoyed by white persons, and has deprived and tended to deprive black persons of the same right as is enjoyed by white persons to lease and hold property. The defendants implement these practices, among other ways, as follows:

- a. By charging black persons higher prices for rent than white persons would have been charged.
- b. By failing and refusing to make, offer or accept written leases from black persons on the same basis as leases are made with white persons. All black tenants are tenants at will under oral leases from period to period and thus, contrary to leasehold interests secured by written agreements, may be evicted at the whim of the defendants and without cause. Yet, blacks are forced to pay exorbitant security deposits and advance rentals. The decision to deny plaintiffs

the opportunity to enter into written leases is not made on the basis of the business risk involved or the reliability of individual plaintiffs, but stems from the fact that plaintiffs as a class, are black. The higher costs of administering oral lease arrangements, which usually call for more frequent rent collections than is normally required by written leases, are passed on to the plaintiffs in the form of higher rents.

- c. By offering apartments for rent purporting them to be free from minimum housing code violations or giving assurances that any violations would be corrected when occupancy is taken, when in truth and in fact apartment units so offered are often times in serious violation of the minimum housing code and assurances given remain forever unfulfilled.
- d. By failing and refusing to comply with the Dade County Minimum Housing Code; numerous rats, vermin and roaches run rampant on the defendants' premises.
- e. By failing and refusing to repair and maintain apartments of black persons.
- f. By threatening to evict black persons complaining of code violations.

19. The policies and practices described in paragraph 17 and 18 above result in unconscionable terms and conditions being imposed upon the plaintiffs solely because they are black. This policy amounts to a race tax upon the plaintiffs and thereby violates 42 U.S.C. §1981 and §1982. Moreover, the policies and practices mentioned in paragraphs 17 and 18 above violate Section 804(b) of the 1968 Fair Housing Act by discriminating against black persons in the terms, conditions, or privileges of rental of a dwelling and by discriminating in the provision of services therewith.

20. Unless restrained by order of this Court, the defendants will continue to engage in the policies and practices described in paragraphs 17 and 18 above.

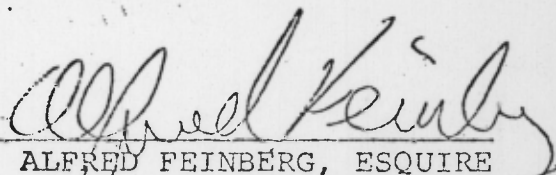
WHEREFORE, the plaintiffs pray that this Court enters an Order enjoining the defendants, their officers, agents, employees and successors, and all other persons in active concert or participation with them from:

- a. Charging black persons exorbitant rentals.
- b. Failing and refusing to enter into leases with black persons on the same basis that leases are entered into with white persons.
- c. Refusing to comply with the Dade County Minimum Housing Code.
- d. Failing and refusing to repair and maintain houses in black areas.
- e. Evicting black persons who complain of building code violations.

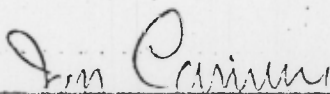
Plaintiffs also pray that this Court reform all leases now in effect with the defendants, and that defendants be required

to pay compensatory and punitive damages in excess of \$10,000 for past overcharges upon rental of dwelling units to the plaintiffs. Plaintiffs further pray that this Court grant such other and further relief as the interest of justice may require, together with costs and disbursements of this action.

Respectfully submitted,



ALFRED FEINBERG, ESQUIRE
ROBERTA FOX, ESQUIRESS
Attorneys for Plaintiffs
Legal Services Program
395 N. W. First Street
Miami, Florida 33128
Tel 379-0822



JON CAMINEZ
RICHARD TILTON
HOWELL FERGUSON
Of Counsel

MAP OF

CITY OF
FLORIDA

