

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF ADMINISTRATIVE LAW JUDGES

The Secretary, United States)
Department of Housing and Urban)
Development, on behalf of)
Sherrell Tucker, Ronald Tucker,)
Angela Tatum and J.R. Burt)
Charging Party,)
)
v.)
)
Kim Collier and)
Reggie Collier,)
Respondents.)
_____)

FHEO No. 06-05-0128-8

CHARGE OF DISCRIMINATION

I. JURISDICTION

On or about November 4, 2004, Sherrell and Ronald Tucker (Complainants) filed a verified complaint with the United States Department of Housing and Urban Development (HUD), alleging that "Kim Collier" aka Kimberly Anne Avery aka Kimberly Ann Avery Collier aka Kimberly Ann Harville Shrewsbury aka Kim Shrewsbury and "Reggie Collier" aka Reggie Ted Collier (Respondents) violated the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 et seq. (the Act), by discriminating based on race, in violation of 42 U.S.C. § 3604(b), 42 U.S.C. § 3604(c), and 42 U.S.C § 3617. On November 15, 2007, the complaint was amended to add Angela Tatum and "J.R. Burt" aka Joseph R. Burt as aggrieved persons and to remove Camp Joy Marina, Inc. as a party to the complaint.

The Act authorizes the issuance of a Charge of Discrimination (Charge) on behalf of an aggrieved person following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. § 3610(g)(1) and (2). The Secretary has delegated to the General Counsel (54 Fed.Reg. 13121), who has redelegated to the Regional Counsel for Fair Housing Enforcement (67 Fed.Reg. 44234), the authority to issue such a Charge, following a determination of reasonable cause by HUD.

By determination of reasonable cause on April 4, 2008, the Director of the Office of Fair Housing and Equal Opportunity for Region VI, on behalf of the Assistant

Secretary for Fair Housing and Equal Opportunity, has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred in this case based on race, and has authorized and directed the issuance of this Charge of Discrimination.

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned complaint and the aforementioned Determination of Reasonable Cause, Respondents Kim and Reggie Collier are charged with discriminating against Complainants Sherrell Tucker, Ronald Tucker, and their real estate representatives, Angela Tatum and J.R. Burt, aggrieved persons, based on race in violation of 42 U.S.C. § 3604(b), 42 U.S.C. § 3604(c), and 42 U.S.C. § 3617 of the Act as follows:

1. It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale of a dwelling because of race. 42 U.S.C. § 3604(b).
2. It is unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race. 42 U.S.C. § 3604(c).
3. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act because of race. 42 U.S.C. § 3617.
4. Complainants Sherrell and Ronald Tucker are a Caucasian married couple who owned the subject property, located at 4512 Camp Joy Road. The subject property is a 1220 square foot, two-bedroom, two-bath townhouse located in a residential development known as Camp Joy Marina.
5. Camp Joy Marina is a housing development consisting of townhouses and cabins, with a mix of rental and privately-owned units.
6. Respondent Kim Collier was an officer of the now inactive corporation that was known as Camp Joy Marina, Inc. This corporation owned Camp Joy Marina until 2005. At the time of sale, Respondent Reggie Collier, acting as an agent, signed the Credit Sale Deed along with Kim Collier to J and R Enterprises-Shreveport, LLC.
7. Respondents Kim Collier and Reggie Collier managed Camp Joy Marina in which they rented and sold properties. Respondent Reggie Collier also constructed portions of the development and helped maintain the property.

8. Aggrieved person, Angela Tatum (African American), was the real estate agent of the potential buyers, David and Nicole Bennett (Caucasian). When the Bennetts showed an interest in the subject property, Ms. Tatum accompanied them to 4512 Camp Joy Road. During this time, Ms. Tatum was a real estate agent with Prudential Preferred Properties.
9. Aggrieved person, J.R. Burt (Caucasian) was the real estate broker that listed Complainants' property for sale with Prudential Preferred Properties in May 2004.
10. On or about May 14, 2003, Complainants Sherrell and Ronald Tucker entered into a contract with Respondents to lease and purchase the property located at 4512 Camp Joy Road in Haughton, Louisiana for \$65,000. As a down payment for the property, Complainants paid Respondents \$9,200 in cash, and transferred to Respondents ownership of their townhouse valued at \$25,000, located at 4904 Camp Joy Road. The total value of the down payment for the property at 4512 Camp Joy Road was \$34,200.
11. Complainant Ronald Tucker had two heart attacks in May 2004. Due to Complainant Ronald Tucker's health condition, the Tuckers decided to sell their townhouse at 4512 Camp Joy Road and move to Arkansas. Subsequently, their rental payments were occasionally late because they were living in Arkansas, and Complainant Ronald Tucker's physical condition sometimes prevented them from traveling to Camp Joy Marina to make payments. Respondent Reggie Collier told Sherrell Tucker that he understood their situation and would accept late payments from them.
12. In May 2004, Complainants listed their townhouse at 4512 Camp Joy Road on the real estate market. Complainants calculated the list price for the townhouse at 4512 Camp Joy Road based on the value of the townhouse located at 4904 Camp Joy Road (\$25,000) as well as the \$9,200 cash that they used as a down payment to Respondents, in addition to \$21,500 in home equity. Accordingly, Complainants listed their townhouse on the market for \$55,500.
13. The Contract for the Lease and Purchase of Property indicates Complainants owned the property. The contract states:

“Purchaser agrees to pay Seller and Seller agrees to accept as total cash consideration the sum of Sixty-five thousand dollars (\$65,000.00) for the purchase and sale of said property.”

In fact, in Complainants' monthly rental statement from Respondents, dated June 25, 2004, Respondent Kim Collier acknowledged Complainants owned the property, and Respondent Kim Collier wrote:

“I noticed that your townhouse is for sale. When you sell it and need me

to sign paperwork my phone number is...”

In addition to the suggestive language and note from Respondent Kim Collier, Complainants were provided with a loan amortization schedule for the financed portion of the purchase price.¹

14. Complainants obtained a local real estate agency to handle the listing and sale of their property while they were in Arkansas. Mr. J.R. Burt of Prudential Properties listed Complainants' property for sale in May 2004.
15. On or about September 20, 2004, aggrieved person, Angela Tatum, showed the property to her clients, David and Nicole Bennett. Ms. Tatum stated she saw five or six Confederate flags hanging from the porches and cars parked at Camp Joy Marina. On the same day, the Bennetts signed a Real Estate Buy/Sell Agreement to purchase Complainants' property for \$55,500. Subsequently, they agreed to schedule an Act of Sale (closing) for October 22, 2004.
16. On or about September 28, 2004, Ms. Tatum received a telephone call from Respondent Reggie Collier stating he had seen her and the Bennetts on the premises of Camp Joy Marina, and he did not want “*those kind of people*” moving into the marina. Respondent Reggie Collier appeared to be confused and believed Ms. Tatum to be Caucasian and her clients to be African-American. Respondent Reggie Collier asked Ms. Tatum for the buyers' names, their social security numbers, their place of employment, and a copy of their driver's licenses. Respondent Reggie Collier told her that if the buyers purchased the property before he conducted a background check on them, he would not turn the utilities on for them. Respondent Reggie Collier also told her his wife was a private investigator, and they “*don't just let anyone move into Camp Joy Marina*”. Respondent Reggie Collier made it very clear that he did not want African-Americans on the premises of Camp Joy Marina. Ms. Tatum was so shocked and upset by Respondent Reggie Collier's statements that she could not continue the telephone conversation with him. Thereafter, she asked Mr. Burt to contact Respondent Reggie Collier.
17. Ms. Tatum conveyed the content of Respondent Reggie Collier's statements to the Bennetts because she was obligated, as their real estate agent, to inform them of everything she knew about the property they were buying, including the threats made by Respondent Reggie Collier.

¹ La. R.S. 9:2941, provides: A bond for deed is a contract to sell real property, in which the purchase price is to be paid by the buyer to the seller in installments and in which the seller after payment of the stipulated sum agrees to deliver title to the buyer. – The document provides a description of real property, a purchase price in installments and an agreement to deliver title after the payment of the “Sale Price.” The document also refers to the parties as “Buyer” and “Seller”. Similar documents have been held to be “Bond for Deed” contracts. H.J. Bergeron, Inc. v. Sharon D. Parker A/K/A Sharon D. Parker Smith (La. App. 1 Cir. 6/8/07), 964 So. 2d 1075.

18. Mr. Burt, upon being asked by Ms. Tatum to contact Respondent Reggie Collier because of her recent experience with him, called Respondent. When Mr. Burt called Respondent, Respondent Reggie Collier insisted he needed the names, social security numbers, and the driver's license numbers of the buyers because he wanted to run a background check on them. Respondent told Mr. Burt that he needed this information because he did "*not allow just anyone to live in Camp Joy Marina*". Mr. Burt advised Respondent he could not disclose the type of information that he was requesting and suggested he wait until after the sale of the property to obtain the information from public records. Respondent replied by making a threatening statement to him, saying, "*You may sell the property, but I don't have to turn on the sewage and water.*"

19. On or about October 12, 2004, David and Nicole Bennett decided to withdraw their offer to buy Complainants' house at Camp Joy Marina because of Respondent Reggie Collier's intimidation and the threats he made about conducting a background check on them and turning off the utilities at the subject property. The Bennetts were concerned Respondent might have problems with their African-American friends visiting them on the premises of Camp Joy Marina. The Bennetts officially cancelled their contract by a handwritten note stating:

"... [we] chose to withdraw from the contract offer due to the degrading actions, threats, and comments of the land owner on Camp Joy Rd. We chose not to go through [with the sale] because we did not want to deal with these [denial of water and sewage services] for any extended period of time!"

20. Mr. Burt previously received a contract on May 30, 2004, from a Caucasian buyer named Erin Wilson. Ms. Wilson's real estate agent was Lois A. Dawson (Caucasian) with Realty Executives. Ms. Wilson offered to purchase Complainants' townhouse at 4512 Camp Joy Road for \$62,500. However, on June 16, 2004, Ms. Wilson cancelled the contract because she determined the house was too far from town. At that time, Complainants' property had been listed on the market for 15 days, and there was a For Sale and Sold sign in front of their property. During this period, Respondents did not call him to request personal information on Ms. Wilson in order to conduct a background check.

21. Complainants had paid \$500.00 a year to the Camp Joy Marina Homeowners' Association, and this fee covered water and sewage services. Complainants had paid Respondents the utility fees in advance, which covered water and sewage services until May 2005.

22. After Mr. Burt informed Complainants about the agreed upon closing date, Complainants hired Smith's Moving and Storage Company on October 1, 2004, to move their belongings from the townhouse. Complainants signed a contract with the moving company for \$2,500. Complainants took out a second mortgage

on their Arkansas home for \$5,000 so they could pay the moving company. They informed the bank, which approved them for the loan, that they would be able to pay the loan back as soon as they sold their property on October 22, 2004.

23. On October 2, 2004, Complainant Sherrell Tucker called Respondent Reggie Collier and informed him about the Act of Sale. During the call, Respondent questioned her about who the buyers were. She told Respondent that she did not know and referred him to Mr. Burt. Respondent then told her that he found out the buyers were African-American and sounded very upset. Respondent threatened to refuse the new buyers use of water and sewage services if they were African-American. When she told Respondent that he could not do that, he countered he could do whatever he wanted to do because he owned Camp Joy Marina.
24. Complainants attempted to contact Respondent Reggie Collier during the first week of October 2004, to confirm whether they were required to send their October payment to him. (They planned to pay Respondents the balance of what they owed on the townhouse on the day of the closing). However, Respondent Reggie Collier did not return their call. Although Mr. Burt advised them that it was not necessary to send the payment to Respondents because they were going through with the Act of Sale shortly, Complainants decided to send the payment anyway. Complainants stated that on or about October 12, 2004, they mailed their October 2004 payment to Respondents using the mailing address where they had sent their prior payments.
25. On or about October 18, 2004, Complainants learned the Bennetts had withdrawn their offer to buy the property. Complainants proceeded with moving out of the townhouse because they had already signed a contract with the moving company. Nevertheless, they continued to market their home for sale.
26. On October 22, 2004, the day the Act of Sale was scheduled to occur, several employees from the moving company hired by Complainants arrived at the townhouse and moved their belongings from the property.
27. Complainants gave Mr. Al Smith (African-American), the owner of Smith's Moving and Storage Company, a key to their townhouse and told him that the water was still turned on in their property. All of the employees employed by Mr. Smith were African-American. These employees were stared at intensely by the Caucasian residents who acted as if the African-American employees were "out of place" at Camp Joy Marina. When Mr. Smith and his employees arrived at Complainants' home and began to move items from the townhouse, Respondent Reggie Collier turned the water off in the property.
28. On or about October 31, 2004, Complainants returned to their property to retrieve the rest of their belongings and to clean up the townhouse. On that day, Complainants discovered the locks on their townhouse had been changed, the

lockbox had been cut, and the For Sale sign had been removed. Respondent Reggie Collier had called Mr. Burt a few days earlier and told him that he wanted the lock box removed because he was taking the property back from them.

29. During the second week of November 2004, Complainants received a letter from Respondents' attorney, dated October 29, 2004. The letter states in part:

"...you have defaulted under the payment terms of the Contract for Lease and Purchase of Property dated May 14, 2003, by failing to make payments when due and have abandoned the premises. My client has therefore taken possession of the abandoned premises."

"The provisions of the aforementioned contract are hereby declared null and void due to the default and breach on your part..."

However, the Contract for the Lease and Purchase of Property states:

"The monthly rental shall be due on the 1st of the month and if not paid by the 10th there will be a 15.00 late fee. If Purchaser fails to pay said lease by the monthly due date and go more than 30 days past due, Seller may exercise eviction rights."

30. Respondents assert they did not receive Complainants' payment for October 2004, and claim it was more than 30 days past the due date. Respondents claim they notified Complainants that they had not received their payment by attaching a letter to their front door, despite the fact Respondents were aware Complainants no longer lived there. They stated this was the procedure they used for everyone who resided at Camp Joy Marina. Respondent Kim Collier also stated she usually called Complainants to let them know that their payment was late.
31. However, the October 2004 payment was not returned to Complainants in the U.S. Mail. The \$400.00 payment was made out of their personal checking account; check number 1084 dated October 13, 2004. On November 5, 2004, Greers Ferry Lake State Bank received Complainants' request to stop payment on the check. Respondents did not notify them, either by telephone or in writing, prior to the October 29, 2004 letter, that they had not received the payment.
32. Even if Respondents had not received Complainants' October 2004 payment, Complainant's rent payment was still not 30 days past due as of October 29, 2004, the date Respondents' attorney sent Complainants a letter nullifying their contract. Therefore, according to the lease/purchase agreement, Respondents did not have the right to enter or seize Complainants' property.

33. Moreover, Respondent Reggie Collier acknowledged Complainants had paid their rent late in the past and had accepted the payments late. He could not remember if the homeowners' association assessed them late fees, as required by the lease/purchase agreement.
34. Respondent acknowledged he called Angela Tatum. He stated he discussed the homeowners' association dues with Ms. Tatum and inquired about the buyers who were moving into Camp Joy Marina so that he could conduct a background check on them. He stated the practice of conducting background checks on buyers was not written policy. He further admitted he did make a statement to Ms. Tatum about not wanting "*those kind of people*" moving into Camp Joy Marina.
35. Around the middle of December 2004, Complainants discovered that a Caucasian individual was occupying their property. Respondents did not notify Complainants that they had sold or rented Complainants' townhouse.
36. As a result of Respondents' discriminatory actions, prospective buyers, David and Nicole Bennett, decided to withdraw their offer to purchase the subject property. Complainants lost the accrued equity on their property, the townhouse fees they had paid to Respondents in advance, and the items left inside their property for which they were not reimbursed by the Respondents. Respondents' actions have caused Complainants great physical, emotional, and financial problems and stress, as well as embarrassment. Because of Respondents Kim Collier and Reggie Collier's discriminatory conduct, Complainants have suffered damages, including emotional distress, inconvenience, and financial loss. Complainants Sherrell Tucker and Ronald Tucker were offended by Respondents' actions and felt ignored, belittled, uncomfortable and intimidated.
37. As a result of Respondents' discriminatory actions, aggrieved persons, J.R. Burt and Angela Tatum lost commissions from the sale of the subject property. Aggrieved persons have also suffered both financial, emotional distress and inconvenience.

III. CONCLUSION

WHEREFORE, the Secretary of the United States Department of Housing and Urban Development, through the Office of the General Counsel, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents Kim Collier and Reggie Collier with engaging in discriminatory housing practices in violation of 42 U.S.C. § 3604(b), § 3604(c), and § 3617 of the Act, and prays that an Order be issued that:

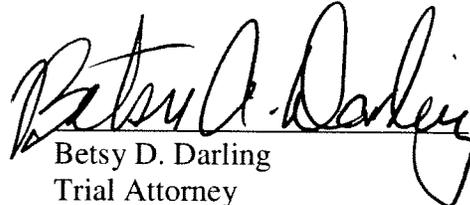
1. Declares that the discriminatory housing practices of Respondents Kim Collier and Reggie Collier, as set forth above, violated the Fair Housing Act, as amended, 42 U.S.C. § 3601 et seq.;
2. Enjoins Respondents Kim Collier and Reggie Collier, their agents, employees, and successors, and all other persons in active concert or participation with any of them from discriminating because of race against any person in any aspect of the purchase or rental of a dwelling;
3. Directs Respondents Kim Collier and Reggie Collier, their agents, employees, and successors to attend Fair Housing training;
4. Awards such damages as will fully compensate Complainants Sherrell Tucker and Ronald Tucker, and aggrieved persons, Angela Tatum and J.R. Burt for their damages, including compensation for economic loss and physical and emotional distress caused by Respondents' discriminatory conduct pursuant to 42 U.S.C § 3604(b), § 3604(c), and § 3617 of the Act;
5. Assesses a civil penalty against Respondents for each violation pursuant to 42 U.S.C. § 3612 (g)(3); and

The Secretary of HUD further prays for additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,



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4/16/08
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