

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

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The Secretary, United States Department  
of Housing and Urban Development,  
on behalf of [REDACTED]  
and their minor children,

Charging Parties,

v.

Mary Sue Brooks, Jan Partin a/k/a Jan  
Sexton, and Brooks Properties, LLC,

Respondents.

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**FHEO No. 04-04-0859-8**

**CHARGE OF DISCRIMINATION**

**I. JURISDICTION**

On May 5, 2004, [REDACTED], aggrieved persons, filed a verified complaint (HUD Complaint)<sup>1</sup> with the U.S. Department of Housing and Urban Development (HUD), alleging that Mary Sue Brooks, Jan Partin a/k/a Jan Sexton and Brooks Properties, LLC violated the Fair Housing Act, as amended in 1988, 42 U.S.C. § 3601 *et seq.* (the Act), by making housing unavailable and applying discriminatory rental terms and conditions because of sex, race and/or color in violation of 42 U.S.C. § 3604(a) and (b).<sup>2</sup>

The Act authorizes the issuance of a Charge of Discrimination 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 re-delegated to the Regional Counsel (73 Fed Reg. 68441-68442), the authority to issue such a charge, following a determination of reasonable cause by the Assistant Secretary for the Office of Fair Housing and Equal Opportunity (FHEO) or his designee. The Assistant Secretary for FHEO has determined that reasonable cause exists to believe that discriminatory housing practices have occurred in this

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<sup>1</sup> On May 5, 2004, the fair housing complaint was filed with the Kentucky Commission on Human Rights (KCHR) and it was dual filed with HUD on the same date. KCHR waived jurisdiction to HUD for investigation of the complaint. The complaint was amended on January 6, 2005 to add Complainants' two minor children as aggrieved persons and Brooks Development, Inc. and William Brooks a/k/a Billy Brooks as respondents.

<sup>2</sup> On June 11, 2009, FHEO issued a No Reasonable Cause Determination with regard to the 42 U.S.C. § 3617 violation included in the May 5, 2004 complaint and as to all allegations of discrimination against Respondents William Brooks a/k/a Billy Brooks and Brooks Development, Inc.

case because of sex, race and/or color, and has authorized the issuance of this Charge of Discrimination.

## **II. SUMMARY OF THE ALLEGATIONS THAT SUPPORT THIS CHARGE**

Based on HUD's investigation of the allegations contained in the aforementioned HUD Complaint and Determination of Reasonable Cause and No Reasonable Cause, Respondents Mary Sue Brooks, Jan Partin a/k/a Jan Sexton and Brooks Properties, LLC (collectively "Respondents") are all charged with discriminating against Complainants █, and their minor children, because of sex, race and/or color in violation of 42 U.S.C. § 3604(a) and (b) as follows:

1. It is unlawful to refuse to rent after the making of a bona fide offer, or to refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of sex, race and/or color. 42 U.S.C. § 3604(a); *see also* 24 C.F.R. §§ 100.50(b)(3) and 100.60 (a),(b)(2) and (b)(5) and § 100.70(b).
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex, race and/or color. 42 U.S.C. § 3604(b); *see also* 24 C.F.R. § 100.50(b)(2) and § 100.65(a).
3. █ (Complainants) are married and have two minor children. Complainants and their children are African American (Black) and they are all "aggrieved persons," as defined by 42 U.S.C. § 3602(i).
4. At all times relevant to this Charge, Complainants resided in an apartment in West Park Village Apartments (West Park Village), located at 5149 C-3 Park Side Drive, Paducah, McCracken County, Kentucky 42001 (subject property). The apartment is a "dwelling" as defined by 42 U.S.C. § 3602(b) and 24 C.F.R § 100.20.
5. West Park Village Apartments consists of 209 apartments that are distributed in 26 buildings.
6. At all times relevant to this Charge, Respondent Brooks Properties, LLC (Brooks Properties), a Kentucky Limited Liability Corporation, owned the subject property. At all times relevant to this Charge, Respondent Brooks Properties was engaged in the business of apartment complex management and managed the subject property.
7. Respondent Mary Sue Brooks (Brooks) is a Caucasian (White) female. She is the Manager of Respondent Brooks Properties. At all times relevant to this Charge, Respondent Brooks controlled and supervised Respondent Brooks Properties' management of the subject property and its on-site property manager and maintenance staff. Respondent Brooks also handled rental applications, leases, move-in and move-outs, maintenance requests, tenant complaints, lease violation notices and evictions.

8. Respondent Jan Partin a/k/a Jan Sexton (Partin) is a Caucasian (White) female and Respondent Brooks' daughter. At all times relevant to the allegations in this Charge, Respondent Partin was authorized to and did act as an employee and/or agent of Respondent Brooks and Respondent Brooks Properties. She also handled rental applications, leases, move-ins and move-outs, maintenance requests, tenant complaints, lease violation notices and evictions.
9. At all times relevant to this Charge, Respondents established and implemented all the rental policies, rules, procedures and practices regarding all of the apartments at West Park Village.
10. Respondents knew that █ are African American (Black) because Respondents Brooks and Partin met them and dealt with them directly while they were residents at West Park.
11. On or about February 2, 2001, Complainants executed a lease agreement with Respondent Brooks to rent apartment #5149-C3. The lease was for a term of one year, ending February 1, 2002. Respondent Brooks signed the lease as the "property manager." She collected Complainants' deposit and rent and she issued the property rules to Complainants.
12. On February 1, 2002, Complainants' tenancy converted to month-to-month. For the following three years, Complainants remained in their unit pursuant to the month-to-month tenancy. Complainants paid rent and never received any notices of lease violations or tenant complaints of any kind from Respondents.
13. It was Respondents' business practice to convert all leases to month-to-month tenancies after one (1) year.
14. Between December 3, 2003 and February 10, 2004, the homes of five West Park Village residents, were broken into. Each of these apartments was located in a different building.
15. The first two break-ins occurred on December 4, 2003 and December 10, 2003. The third and fourth break-ins both occurred on January 6, 2004. These four (4) break-ins occurred at the homes of Caucasian (White) West Park Village residents.
16. After the second break-in, which occurred on December 10, 2003, the victim asked Respondents to install a peephole in her apartment door. The peephole was installed on December 20, 2003.
17. The fifth break-in occurred on February 9, 2004, while █ was home alone and on the telephone with her mother. On that date █ was the victim of a home invasion when her home was broken into and she was physically assaulted by two unknown men.
18. As a result of the home invasion and physical attack on February 9, 2004, █ suffered numerous injuries requiring medical attention and was taken by ambulance to a

hospital where she was immediately admitted. Some of her physical injuries included contusions to her face, a blunt injury to her right eye and a laceration to the right side of her neck approximately six (6) inches long that required approximately fifty (50) stitches.

19. The day after the home invasion, on February 10, 2004, █ asked Respondents to install a peephole. Although Respondent Brooks agreed to have one installed, Respondents failed to do so.
20. All five of the West Park Village apartments that were broken into suffered damage caused by the break-ins.
21. On February 11, 2004, Respondent Partin signed and posted the following notice on Complainants' door. The notice stated:

*“Your lease with West Park Village ran out as of February 2, 2002. At this point we no longer wish to extend your lease at West Park Village. As of February 11<sup>th</sup> we are giving you 30 days to vacate the premises. You will be able to pay a pro rated rent for March for the days you reside at West Park. If you have any questions please feel free to contact me at the office. We would like for you to clean the fingerprint dust off the door as soon as possible.*

*Sincerely,  
Jan  
West Park Management”*

22. Respondents did not serve notices to vacate or terminate the leases of the four (4) Caucasian (White) West Park Village residents referred to in Paragraph #15 above.
23. Upon receipt of the notice to vacate, Complainants went directly to Respondents' office and spoke to Respondent Brooks because they could not understand why they were being evicted. Respondent Brooks told Complainants that other residents had been calling and wanted to know what happened because they were hearing rumors about a rape and murder, everyone wanted peepholes, the incident was bad publicity, and the complex was already in the news for the previous burglaries.
24. On February 12, 2004, the following day, Respondent Brooks stated, through her attorney, a different reason for why she terminated Complainants' lease. She stated Complainants owed a \$20.00 fee for late rent in March 2003 and a \$25.00 repair bill for work done to Complainants' garbage disposal approximately a year prior to the attack.
25. Respondents never gave Complainants a notice of lease violation about any late fees or repair bills.
26. On March 1, 2004, Complainants' moved out of their West Park Village apartment and turned in the keys.

27. On April 30, 2004, during her interview by the Kentucky Commission on Human Rights (KCHR), Respondent Partin claimed that the termination of Complainants' lease was because other tenants started reporting sounds they interpreted to be "domestic violence" coming from Complainants' apartment during the night.
28. The only records of noise complaints about Complainants were made by two Caucasian (White) residents who complained about noise coming from Complainants' apartment on the day of the home invasion. One of the complaints was submitted months after the home invasion. Respondents' records, which included Complainants' resident file, contained no complaints regarding Complainants prior to the home invasion.
29. Respondents never gave Complainants a notice of lease violation about any noise complaints.
30. During her interview with KCHR, Respondent Partin also stated that the condition of Complainants' unit was one of the reasons for the termination of Complainants' lease. She claimed that they had no choice but to ask Complainants to leave after they saw the condition of Complainants' apartment.
31. After the break-ins and damage at the four (4) apartments of the Caucasian (White) West Village residents, Respondents did not ask those families to leave because of the condition of their apartments.
32. On May 5, 2004, Complainants' filed the HUD complaint.
33. Respondent Brooks told KCHR that she and the maintenance man visited the unit on the day of the home invasion to assess the damage and observed damage in Complainants' apartment beyond normal wear and tear. Respondent Brooks stated that the apartment looked as if someone had been fighting in the apartment.
34. On May 20, 2004, Respondent Partin told KCHR that Respondents were "stunned" at the condition of the unit after the break-in and "...the apartment was found to be almost totally destroyed. Almost everything from the walls to the carpet was ruined. A video of the apartment after Complainants moved out has been made and is on file at the apartment complex." Respondents never produced this video to KCHR or HUD.
35. Respondents' maintenance man stated, during a HUD interview on June 23, 2005, that he inspected Complainants' apartment just sixty (60) to ninety (90) before the home invasion and found only minor damages, a small burn on the countertop and an unapproved wall color in the second bedroom.
36. On May 27, 2004, Respondent Brooks told KCHR that Complainants were asked to vacate their apartment because of damage to the apartment and noise complaints. For the first time, Respondent Brooks also claimed Complainants were asked to leave because there were numerous police calls to Complainants' apartment prior to the home invasion and Respondent Brooks believed these calls were based on "domestic violence."

37. From January 1, 2003 to December 11, 2004, police records indicate that there were four (4) recorded police calls involving Complainants. All four (4) were calls made by Complainants to the police. The first call was on September 5, 2003, when Complainants reported seeing a suspicious vehicle. The following morning, September 6, 2003, Complainants called the police to report property damage, and later that same day, Complainants called police again regarding the follow-up investigation of the incident reported in their first call. The last call was on February 9, 2004, when █ called the police about the home invasion.
38. Police records show no calls regarding any complaints about Complainants. The records showed that police responded to complaints against Caucasian (White) West Park Village residents about noise, domestic violence and other issues.
39. Two (2) of the police visits to West Park Village for noise complaints involved two of the Caucasian (White) residents who were victims of the break-ins. Respondents did not issue notices to vacate or try to evict any of these residents as a result of these police visits, noise complaints, or due to any bad publicity.
40. On June 23, 2005, Respondent Partin admitted to HUD that no residents made any complaints against Complainants prior to the home invasion. She also admitted that Respondents had not evicted any residents based on noise complaints or the number of police visits regarding noise disturbances by residents.
41. During HUD's investigation, Respondents Brooks and Partin indicated that they did not believe that Complainants' apartment had been broken into; instead they thought that █ was assaulted by her husband. In her November 2, 2005 written response to a HUD data request, Respondent Brooks stated: "It was rumored that █ was the one responsible for the injury to █. I didn't want to wait for it to get worse."
42. As a result of Respondents' discriminatory acts, Complainants experienced great emotional and psychological distress which manifested in physical symptoms including the inability to sleep, loss of appetite and bouts of crying.
43. As a result of Respondents' discriminatory acts, Complainants' children experienced great emotional and psychological distress stemming from their permanent displacement from their home.
44. Complainants and their two minor children have suffered significant damages, including, but not limited to, economic loss, including expenses and other costs associated with physical and emotional distress, substantial inconvenience, embarrassment, humiliation, and the loss of a housing opportunity as a result of Respondents' discriminatory conduct.
45. By serving Complainants with a notice to vacate and terminating their lease because of sex, race and/or color, Respondents violated 42 U.S.C. § 3604(a).

46. By treating Complainants differently with regard to the issuance of lease violation notices, enforcement of rules prohibiting lease violations and the termination of their lease, and by treating similarly situated Caucasian (White) residents more favorably with regard to rental terms and conditions because of sex, race and/or color, Respondents violated 42 U.S.C. § 3604(b).

### **III. CONCLUSION**

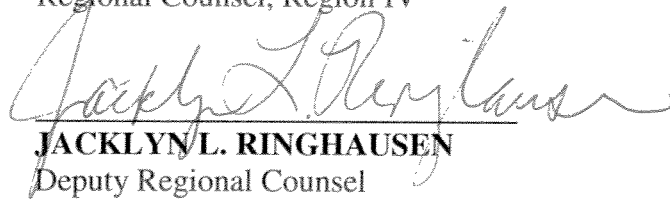
Wherefore, the Secretary of HUD, through the Office of General Counsel and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondents Mary Sue Brooks, Jan Partin a/k/a/ Jan Sexton and Brooks Properties, LLC with engaging in discriminatory housing practices as set forth above, and prays that an order be issued that:

- A. Declares that Respondents' discriminatory housing practices, as set forth above, violate the Fair Housing Act, 42 U.S.C. §§ 3601-19 and its implementing regulations;
- B. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating against any person because of race, color, sex, national origin, familial status, religion and disability in any aspect the rental, sale, occupancy, use or enjoyment of a dwelling;
- C. Awards such monetary damages as will fully compensate Complainants and each of their minor children for their economic losses, including but not limited to, all out-of-pocket expenses, emotional and physical distress, embarrassment, humiliation, substantial inconvenience, loss of a housing opportunity, and any and all other damages caused by Respondents' discriminatory conduct;
- D. Accesses a civil penalty against each Respondent for each violation of the Act that Respondents have committed pursuant to 42 U.S.C. § 3612(g)(3); and
- E. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,



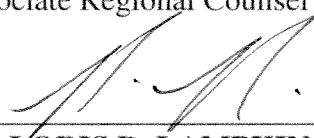
**DONNIE R. MURRAY**  
Regional Counsel, Region IV



**JACKLYN L. RINGHAUSEN**  
Deputy Regional Counsel



**SHERRI R. SMITH**  
Associate Regional Counsel



**SYLLORIS D. LAMPKIN**  
Attorney-Advisor  
U.S. Department of Housing  
and Urban Development  
Office of the Regional Counsel, Region IV  
40 Marietta Street, SW  
Atlanta, GA 30303-2806  
Tel: 678.732.2808  
Fax: 404.730.3315  
Email: Sylloris.D.Lampkin@hud.gov

Date: \_\_\_\_\_

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