

**APPENDIX TO THE PETITION FOR  
A WRIT OF CERTIORARI**

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**CERTIFICATE OF COMPLIANCE**

No. \_\_\_\_\_

VELINA M JOHNSON,

PETITIONER,

v.

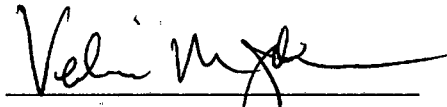
INLAND RESIDENTIAL REAL ESTATE SERVICES, LLC, ET. AL,

RESPONDENTS,

As required by Supreme Court Rule 33.1(h), I certify that the petition for writ of certiorari contains 4438 words, excluding the parts of the petition that are exempted by Supreme Court Rule 33.1(d).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 1, 2024



Velina M Johnson, Pro Se  
PO Box 231015  
Montgomery, AL 36123  
(205) 504-6833

## APPENDIX A

USCA11 Case: 23-12449 Document: 39-1 Date Filed: 04/03/2024 Page: 1 of 3

[DO NOT PUBLISH]

In the  
**United States Court of Appeals**  
For the Eleventh Circuit

---

No. 23-12449

Non-Argument Calendar

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VELINA M. JOHNSON,

Plaintiff-Appellant,

versus

INLAND RESIDENTIAL REAL ESTATE SERVICES, LLC,

(IRRES LLC),

THE INLAND REAL ESTATE GROUP OF COMPANIES, INC.,

BONNIE BURRIS,

in Her Official Capacity as Violation Regional Property Manager

with Inland Residential Real Estate Services LLC,

ASHLEY STODDART,

in Her Official Capacity As Property Manager, Brand Ambassador

with Inland Residential Real Estate Services LLC,

LAQUINTA KING,

2

Opinion of the Court

23-12449

in Her Official Capacity As Regional Trainer, with Inland Residential

Real Estate Services, LLC, et al.,

Defendants-Appellees.

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Appeal from the United States District Court  
for the Middle District of Alabama  
D.C. Docket No. 2:21-cv-00493-WKW-CWB

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Before WILLIAM PRYOR, Chief Judge, and ROSENBAUM and GRANT,  
Circuit Judges.

PER CURIAM:

Velina Johnson appeals *pro se* the dismissal of her amended complaint against Inland Residential Real Estates Services, LLC, The Inland Real Estate Group of Companies, Inc., Bonnie Burris, Ashley Stoddart, LaQuinta King, and Montgomery MultiFamily Leaseco, LLC. The district court dismissed Johnson's amended complaint without prejudice as a shotgun pleading. We affirm.

Johnson abandoned any argument that the district court erred in dismissing her amended complaint as a shotgun pleading by failing to raise that argument in her opening brief. *Sapuppo v. Allstate Floridian Ins. Co.*, 739 F.3d 678, 680 (11th Cir. 2014) ("When

23-12449

Opinion of the Court

3

an appellant fails to challenge properly on appeal one of the grounds on which the district court based its judgment, [s]he is deemed to have abandoned any challenge of that ground, and it follows that the judgment is due to be affirmed.”). Even if she did not abandon her argument, the district court did not abuse its discretion. *See Weiland v. Palm Beach Cnty. Sheriff's Office*, 792 F.3d 1313, 1320 (11th Cir. 2015). The district court warned Johnson of the consequences of failing to cure various enumerated deficiencies of her original complaint, but her amended complaint still failed to comply with the rules of procedure. Indeed, Johnson’s amended complaint was replete with allegations and dozens of exhibits regarding an incoherent timeline of events that were not “obviously connected to any particular cause of action” and involved “multiple claims against multiple defendants without specifying which of the defendants are responsible for which acts or omissions, or which of the defendants the claim is brought against.” *Id.* at 1322–23. We “have repeatedly held that a District Court retains authority to dismiss a shotgun pleading on that basis alone.” *Jackson v. Bank of America N.A.*, 898 F.3d 1348, 1357 (11th Cir. 2018).

We **AFFIRM** the dismissal of Johnson’s amended complaint and **DENY** her motions to expedite her appeal and to admit evidence.

In the  
United States Court of Appeals  
For the Eleventh Circuit

---

No. 23-12449

---

VELINA M. JOHNSON,

Plaintiff-Appellant,

**VETSUS**

INLAND RESIDENTIAL REAL ESTATE SERVICES, LLC,  
(IRRES LLC),

THE INLAND REAL ESTATE GROUP OF COMPANIES, INC.,  
BONNIE BURRIS,

in Her Official Capacity as Violation Regional Property Manager  
with Inland Residential Real Estate Services LLC,

ASHLEY STODDART,

in Her Official Capacity As Property Manager, Brand Ambassador  
with Inland Residential Real Estate Services LLC,

LAQUINTA KING,

in Her Official Capacity As Regional Trainer, with Inland Residen-  
tial



2

Order of the Court

23-12449

Real Estate Services, LLC, et al.,

Defendants-Appellees.

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Appeal from the United States District Court  
for the Middle District of Alabama  
D.C. Docket No. 2:21-cv-00493-WKW-CWB

---

Before WILLIAM PRYOR, Chief Judge, and ROSENBAUM and GRANT,  
Circuit Judges.

BY THE COURT:

Appellant's "Amended Motion to Vacate Judgment and for  
Leave to Amend Appellant's Brief," "Motion to Supplement the  
Record on Appeal," and any other pending motion are DENIED.

The Clerk's Office is DIRECTED to issue the mandate. *See*  
Fed. R. App. P. 41(b).

In the  
United States Court of Appeals  
For the Eleventh Circuit

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No. 23-12449

---

VELINA M. JOHNSON,

Plaintiff-Appellant,

*versus*

INLAND RESIDENTIAL REAL ESTATE SERVICES, LLC,  
(IRRES LLC),

THE INLAND REAL ESTATE GROUP OF COMPANIES, INC.,  
BONNIE BURRIS,

in Her Official Capacity as Violation Regional Property Manager  
with Inland Residential Real Estate Services LLC,

ASHLEY STODDART,

in Her Official Capacity As Property Manager, Brand Ambassador  
with Inland Residential Real Estate Services LLC,

LAQUINTA KING,

in Her Official Capacity As Regional Trainer, with Inland Residen-  
tial

Real Estate Services, LLC, et al.,

2

23-12449

Defendants-Appellees.

---

Appeal from the United States District Court  
for the Middle District of Alabama  
D.C. Docket No. 2:21-cv-00493-WKW-CWB

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JUDGMENT

It is hereby ordered, adjudged, and decreed that the opinion issued on this date in this appeal is entered as the judgment of this Court.

Entered: April 3, 2024

For the Court: DAVID J. SMITH, Clerk of Court

ISSUED AS MANDATE: June 21, 2024

## APPENDIX B

Case 2:21-cv-00493-WKW-CWB Document 49 Filed 07/11/23 Page 1 of 2

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

VELINA M. JOHNSON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CASE NO. 2:21-CV-493-WKW
	)	[WO]
INLAND RESIDENTIAL REAL	)	
ESTATE SERVICES, LLC, <i>et al.</i> ,	)	
	)	
Defendants.	)	

### ORDER

Before the court is the Recommendation of the Magistrate Judge. (Doc. # 47.) Plaintiff filed a Motion for Reconsideration of the Magistrate Judge's Recommendation to Dismiss Plaintiff's Amended Complaint. (Doc. # 48.) The court construes Plaintiff's Motion as a timely Objection to the Recommendation. *See* Fed. R. Civ. P. 8(e) ("Pleadings must be construed so as to do justice."). Based upon a *de novo* review of the record, 28 U.S.C. § 636(b), the court finds that the Objection lacks merit. Accordingly, it is ORDERED as follows:

- (1) Plaintiff's Objection (Doc. # 48) is OVERRULED.
- (2) The Recommendation (Doc. # 47) is ADOPTED.
- (3) The Motion to Dismiss Amended Complaint (Doc. # 38) is GRANTED.
- (4) Plaintiff's Motion to Join Defendant Parties U.S. Department of

Housing and Urban Development, Montgomery Multifamily LLC, and Montgomery Multifamily Exchange LLC (Doc # 34) is DENIED as MOOT.

- (5) Plaintiff's Motion to Withdraw Jury Demand (Doc. # 36) is DENIED as MOOT.
- (6) Plaintiff's Request to the Court for Administrative Corrections to Defendant Information Appearing on the Court Docket (Doc. # 37) is DENIED as MOOT.
- (7) This action is DISMISSED without prejudice.

Final judgment will be entered separately.

DONE this 11th day of July, 2023.

/s/ W. Keith Watkins  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

VELINA M. JOHNSON,

Plaintiff,

v.

CASE NO. 2:21-CV-493-WKW

INLAND RESIDENTIAL REAL  
ESTATE SERVICES, LLC, THE  
INLAND REAL ESTATE GROUP  
OF COMPANIES, INC., BONNIE  
BURRIS, in her official capacity,  
ASHLEY STODDART, in her  
official capacity, LAQUINTA KING,  
in her official capacity,  
MONTGOMERY MULTIFAMILY  
LEASECO, LLC d/b/a VERANDAS  
AT TAYLOR OAKS,  
MONTGOMERY MULTIFAMILY  
LLC, MONTGOMERY  
MULTIFAMILY EXCHANGE LLC,  
and U.S. DEPARTMENT OF  
HOUSING AND URBAN  
DEVELOPMENT

Defendants.

**FINAL JUDGMENT**

In accordance with the prior proceedings, opinions, and orders of the court, it is the ORDER, JUDGMENT, and DECREE of the court that this action is dismissed without prejudice.

The Clerk of the Court is DIRECTED to enter this document on the civil docket as a final judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure.

DONE this 11th day of July, 2023.

/s/ W. Keith Watkins  
UNITED STATES DISTRICT JUDGE

## APPENDIX C

Case 2:21-cv-00493-WKW-CWB Document 47 Filed 06/23/23 Page 1 of 8

Doc 47-Page 1

Magistrate Judge Recommendation Cites "shotgun pleading"  
**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

<b>VELINA M. JOHNSON,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	
	)	<b>Case No. 2:21-cv-493-WKW-CWB</b>
<b>INLAND RESIDENTIAL REAL</b>	)	
<b>ESTATE SERVICES, LLC, et al.,</b>	)	
	)	
<b>Defendants.</b>	)	

### **RECOMMENDATION OF THE MAGISTRATE JUDGE**

Velina M. Johnson, *pro se*, filed this action in the Circuit Court of Montgomery County, Alabama on June 28, 2021. (Doc. 1-7 at p. 7). The action was timely removed to this court by all of the named defendants on July 22, 2021. (Doc. 1). On April 14, 2022, referral was made to the Magistrate Judge "for further proceedings and determination or recommendation as may be appropriate." (Doc. 26). Now ripe for resolution is a Motion to Dismiss Amended Complaint (Doc. 38). It is the recommendation of the Magistrate Judge that the motion be granted.

#### **I. Introduction**

After this action was removed to federal court, Plaintiff filed a Motion to Remand (Doc. 9) on the basis that she had filed an accompanying Motion to Amend Claims (Doc. 10) that sought to omit from the Complaint all federal causes of action. Plaintiff thereafter filed a Motion to Correct Clerical Errors (Doc. 13) wherein she continued to assert that remand would be appropriate once her Motion to Amend Claims (Doc. 10) was granted. While those motions were pending, however, Plaintiff filed a Motion to Withdraw Motion to Remand (Doc. 23) and identified therein one or more additional federal causes of action that she intended to assert. Plaintiff simultaneously filed an Amended Motion to Amend Claims (Doc. 24) in that regard.



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Magistrate Judge Recommendation Cites "shotgun pleading" Page2 Par2

By Order entered December 27, 2022 (Doc. 29), the court allowed Plaintiff to amend her Complaint. In affording an opportunity to replead, the court specifically informed Plaintiff that she "must comply with the requirements set forth in the Federal Rules of Civil Procedure." (*Id.* at p. 3). The court further cautioned Plaintiff that she "should be mindful of the prohibition against 'shotgun pleadings'" (*Id.* at p. 4) and provided detailed explanations as to the types of impermissible "shotgun pleadings." In its concluding section, the December 27, 2022 Order thus specifically directed Plaintiff to file an Amended Complaint meeting the following requirements:

- a. the Amended Complaint must include a short and plain statement of Plaintiff's claims specifically identifying any federal, state, or local laws under which her claims arise and avoiding conclusory, vague, ambiguous, or repetitious recitations of facts;
- b. the Amended Complaint must contain specific factual allegations about each defendant's conduct (*i.e.*, what actions did each defendant take that constitute the claims(s) being alleged by Plaintiff), clearly indicating which specific factual allegations provide support for which of Plaintiff's claim(s) against which of the defendants (*i.e.*, Plaintiff may not assert claims against "all defendants" without identifying specific factual allegations against each defendant involved);
- c. the Amended Complaint must be set out in numbered paragraphs, each limited as far as practicable to a specific set of circumstances, and if doing so would promote clarity, each claim founded on a separate transaction or occurrence must be stated in a separate count;
- d. the Amended Complaint must contain a demand for relief; and
- e. the Amended Complaint must exclude all generalized and immaterial facts, statements, and allegations not specifically related to Plaintiff's claim(s) for relief.

(*Id.* at p. 5). Although Plaintiff did file a more detailed Amended Complaint (Doc. 35), the undersigned Magistrate Judge nonetheless finds that the Amended Complaint fails to comply with the Federal Rules of Civil Procedure and the directives provided by the December 27, 2022 Order (Doc. 29).

Ms. Johnson's U.S. District Court Amended Complaint Sufficiently Raises A Right To Relief  
Doc 47-Page 3

**II. Legal Standard**

Rule 12(b)(6) of the Federal Rules of Civil Procedure permits a court to dismiss an action for “failure to state a claim upon which relief can be granted.” *See* Fed. R. Civ. P. 12(b)(6). In order to survive dismissal under Rule 12(b)(6), “a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (internal quotation marks and citations omitted). A claim is plausible when the plaintiff “pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* (citation omitted). “In deciding a Rule 12(b)(6) motion to dismiss, the court must accept all factual allegations in a complaint as true and take them in the light most favorable to plaintiff.” *Dusek v. JPMorgan Chase & Co.*, 832 F.3d 1243, 1246 (11th Cir. 2016). The court is not, however, “bound to accept as true a legal conclusion couched as a factual allegation.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

*Pro se* pleadings “are held to a less stringent standard than pleadings drafted by attorneys” and are to be liberally construed. *Boxer X v. Harris*, 437 F.3d 1107, 1110 (11th Cir. 2006). Yet a *pro se* complaint still “must be enough to raise a right to relief above the speculative level.” *Twombly*, 550 U.S. at 555. And it has been made clear that a court does not have “license ... to rewrite an otherwise deficient pleading [by a *pro se* litigant] in order to sustain an action.” *GJR Investments v. County of Escambia, Fla.*, 132 F.3d 1359, 1369 (11th Cir. 1998), *overruled on other grounds by Iqbal*, 556 U.S. 662 (2009). It is further recognized that a *pro se* litigant “is subject to the relevant law and rules of court, including the Federal Rules of Civil Procedure.” *Moon v. Newsome*, 863 F.2d 835, 837 (11th Cir. 1989). Therefore, a *pro se* litigant must comply with the Rule 8 requirement to set out “a short and plain statement of the claim showing that the pleader is entitled to relief.” *See* Fed. R. Civ. P. 8(a)(2).

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**III. Discussion**

As best as can be ascertained from the facts pleaded in the Amended Complaint, Plaintiff entered into a lease with Montgomery Multifamily LeaseCo, LLC<sup>1</sup> for an apartment at Taylor Oaks Circle in Montgomery, Alabama.<sup>2</sup> (Doc. 35-4). Despite voluminous allegations and exhibits, no coherent timeline of relevant events can be discerned from the Amended Complaint, and the confusing and rambling facts contained in the Amended Complaint fail to satisfy the pleading requirements of the Federal Rules of Civil Procedure—in no small part because the salient facts are obscured by immaterial facts and omissions of dates and other critical information. Each of Plaintiff's claims will be addressed in turn.<sup>3</sup>

**A. Claim 1**

Plaintiff's first claim lists "Breach of Contract, Negligence, [and] Bad Faith"—conflating three distinct causes of action under one heading. (Doc. 35 at p. 4). At the end of the Claim 1 section, Plaintiff lists pages of exhibits and state law statutes. (*Id.* at pp. 7-13). Plaintiff then appears to add a section claiming "Fraud." (*Id.*). However, none of the statutes cited by Plaintiff deal with the causes of action in the heading, *i.e.*, breach of contract, negligence, or bad faith. Nor do they relate to claims for fraud. The 18 numbered paragraphs under Claim 1 cannot individually or in the aggregate be considered compliant with the Rule 8 requirement to set out "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2);

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<sup>1</sup> Plaintiff attached one page of an "Apartment Lease Contract" dated June 1, 2020 to her Amended Complaint. (Doc. 35-4). The attached page reflects that it is one of seven pages, but the other pages were not included as attachments. It appears from the attached page that the lease names "Montgomery Multifamily LeaseCo, L.L.C." as the "owner" of the property and names "IRRES, LLC" as the "management company authorized to act on our behalf." (*Id.*).

<sup>2</sup> Plaintiff states elsewhere in the Amended Complaint that she "moved to the property approximately May of 2016." (Doc. 35 at p. 15, ¶ 23).

<sup>3</sup> Plaintiff's Amended Complaint groups four "claims" under the heading of "Allegations of Fact." (Doc. 35 at pp. 4, 13, 19, and 23).

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*see also Weiland v. Palm Beach County Sheriff's Office*, 792 F.3d 1313, 1323 (11th Cir. 2015) (“The third type of shotgun pleading is one that commits the sin of not separating into a different count each cause of action or claim for relief.”).

**B. Claim 2**

Claim 2 is designated as “Harassment.” (Doc. 35 at p. 13). Liberally construed, Claim 2 contains a series of disjointed allegations such as the defendants’ spending “considerable amounts of time in close range to Ms. Johnson’s apartment and the vacant unit directly above her” (Doc. 35 at p. 13, ¶ 2), new residents moving in (*id.* at ¶ 9), leaving an apartment unrented (*id.* at ¶ 10), her food disappearing (*id.* at ¶ 13), unknown persons knocking over a trash can outside her apartment (*id.* at ¶ 19), and residents in other apartments washing clothes at 2:00 a.m. (*id.* at ¶ 22). Plaintiff again lists various statutes and regulations.

The only federal authority listed in support of Claim 2 that mentions “harassment” is quid pro quo and hostile environment harassment pursuant to 24 C.F.R. § 100.600. However, that regulation prohibits “harassment because of race, color, religion, sex, familial status, national origin or handicap.” *Id.* At no point in the Amended Complaint does Plaintiff allege that she was harassed on any such prohibited basis. Equally problematic is that Plaintiff does not state which, if any, of the defendants engaged in conduct that might arguably rise to the level of harassment. *See Cole v. United States*, 846 F.2d 1290, 1293 (11th Cir. 1988) (labeling as a shotgun pleading a complaint that set forth, in one count, “every act, [regardless of which defendant committed the act], which, in the pleader’s mind, may have had a causal relationship to the [injury]”).

**C. Claim 3**

The Amended Complaint designates Claim 3 as “Retaliatory Eviction.” (Doc. 35 at p. 19). “To establish a *prima facie* case of retaliation, a plaintiff must show that (1) he engaged in a

Doc 47-Page 6

protected activity; (2) the defendant subjected him to an adverse action; and (3) a causal link exists between the protected activity and the adverse action.” *Philippeaux v. Apartment Inv. & Mgmt. Co.*, 598 F. App’x 640, 644 (11th Cir. 2015) (quoting *Walker v. City of Lakewood*, 272 F.3d 1114, 1128 (9th Cir. 2001)). The only fact contained in Claim 3 that approaches the necessary elements is an allegation that one of the defendants “informed the Plaintiff that she was instructed to inform [Plaintiff] that she could no longer call the leasing office and that all communications to the leasing office were to be by electronic mail only while the federal investigation was ongoing.” (Doc. 35 at p. 21, ¶ 18). Claim 3 does not state what protected activity Plaintiff engaged in, or that Plaintiff was evicted after engaging in a protected activity, or that there is a causal link between those actions. *See Cramer v. State of Fla.*, 117 F.3d 1258, 1261 (11th Cir. 1997) (describing the complaint at issue as “a rambling ‘shotgun’ pleading that is so disorganized and ambiguous that it is almost impossible to discern precisely what it is that these appellants are claiming”); *see also Chudasama v. Mazda Motor Corp.*, 123 F.3d 1353, 1359 n. 9 (11th Cir.1997) (finding a shotgun pleading where “a reader of the complaint must speculate as to which factual allegations pertain to which count”). The only date mentioned in Claim 3 is that “IRRES, LLC has been the property management owner of VTO since approximately 2019.” (*Id.* at ¶ 11). Moreover, as pleaded, it is impossible to know which of the defendants are alleged to have engaged in any acts that might rise to the level of prohibited retaliatory eviction. *See Ebrahimi v. City of Huntsville Bd. of Educ.*, 114 F.3d 162, 164 (11th Cir.1997) (describing a complaint that “offered vague and conclusory factual allegations in an effort to support a multiplicity of discrimination claims leveled against 15 defendants” as a “prototypical ‘shotgun complaint’”).

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**D. Claim 4**

The Amended Complaint lists “Malicious Prosecution, Bad Faith” as the heading of Claim 4, and references “Malicious Prosecution, Abuse of Process, Bad Faith” at the end. (*See* Doc. 35 at pp. 23, 26). Like the three claims before it, Claim 4 suffers from almost every symptom of a shotgun pleading that the Eleventh Circuit has identified. Claim 4 lists multiple, unrelated causes of action in one claim. *See Cesnik v. Edgewood Baptist Church*, 88 F.3d 902, 905 (11th Cir.1996) (characterizing as a shotgun pleading a complaint that “was framed in complete disregard of the principle that separate, discrete causes of action should be plead in separate counts”). And despite naming numerous defendants in the facts, it is impossible to tell which claims Plaintiff intends to allege against any defendant. *See Magluta v. Samples*, 256 F.3d 1282, 1284 (11th Cir. 2001) (“The complaint is replete with allegations that ‘the defendants’ engaged in certain conduct, making no distinction among the fourteen defendants charged, though geographic and temporal realities make plain that all of the defendants could not have participated in every act complained of.”); *see also Anderson v. District Bd. of Cent. Fla. Cmty. Coll.*, 77 F.3d 364, 366 (11th Cir. 1996) (complaint was “perfect example of ‘shotgun’ pleading in that it [was] virtually impossible to know which allegations of fact [were] intended to support which claim(s) for relief”).

**IV. Conclusion**

Accordingly, it is the **RECOMMENDATION** of the Magistrate Judge that the pending Motion to Dismiss Amended Complaint (Doc. 38) be **GRANTED** and that the Amended Complaint (Doc. 35) be **DISMISSED** without prejudice.<sup>4</sup>

---

<sup>4</sup> The Amended Complaint does not contain sufficient facts to invoke diversity jurisdiction. To the extent the Amended Complaint potentially could be construed as containing any state law claims, the Magistrate Judge recommends that the court decline to exercise supplemental jurisdiction. *See* 28 U.S.C. § 1367(c).

Doc 47-Page 8

The Magistrate Judge further **RECOMMENDS** that, upon adoption of the above Recommendation, the following filings be **DENIED AS MOOT**:

- Plaintiff's Motion to Join Defendant Parties U.S. Department of Housing and Urban Development, Montgomery Multifamily, LLC, and Montgomery Multifamily Exchange, LLC (Doc. 34);
- Plaintiff's Motion to Withdraw Jury Demand (Doc. 36); and
- Plaintiff's Request to the Court for Administrative Corrections to Defendant Information Appearing on the Court Docket (Doc. 37).

It is **ORDERED** that any objections to this Recommendation must be filed no later than July 7, 2023. An objecting party must identify the specific portion of the factual findings or legal conclusions to which the objection is made and must describe in detail the basis for the objection. Frivolous, conclusive, or general objections will not be considered.

Failure to file a written objection to this Recommendation shall bar a party from a de novo determination by the District Court of any factual findings or legal conclusions contained herein and shall waive the right of the party to challenge on appeal any subsequent order that is based on factual findings and legal conclusions accepted or adopted by the District Court, except upon grounds of plain error or manifest injustice. 11th Cir. R. 3-1; *see Resolution Trust Corp. v. Hallmark Builders, Inc.*, 996 F.2d 1144, 1149 (11th Cir. 1993); *Henley v. Johnson*, 885 F.2d 790, 794 (11th Cir. 1989).

**DONE** this 23rd day of June 2023.

  
\_\_\_\_\_  
**CHAD W. BRYAN**  
**UNITED STATES MAGISTRATE JUDGE**

## APPENDIX D

Case 2:21-cv-00493-WKW-CWB Document 35-47 Filed 02/06/23 Page 1 of 1



Wedding Spotlight2 <weddingspotlight2@gmail.com>

**Fwd: <External Message> Retaliation Complaint# 04 217331-8 /  
Incorrect Plaintiff Entered in Eviction Case / Velina Johnson vs  
Montgomery Multifamily LeaseCo LLC** District Court Doc. 35-47  
3 messages

Consuming Fire <vj78883@gmail.com>  
To: weddingspotlight2@gmail.com

Sat, Jan 7, 2023 at 7:27 PM

US Dept of HUD Confirms Federal  
Retaliation Housing Complaint  
Concluded April 29, 2022

----- Forwarded message -----

From: Hull, Naima <Naima.Hull@hud.gov>

Date: Wed, May 4, 2022, 12:36 PM

Subject: RE: <External Message> Retaliation Complaint# 04 217331-8 / Incorrect Plaintiff Entered in  
Eviction Case / Velina Johnson vs Montgomery Multifamily LeaseCo LLC

To: Consuming Fire <vj78883@gmail.com>, Gilliam, Staci N <Staci.Gilliam@hud.gov>, Investigations04 <Investigations04@hud.gov>, sbrown@nationalfairhousing.org  
<sbrown@nationalfairhousing.org>

Good Afternoon Ms. Johnson,

Thank you for your email. Per your initial request all correspondence sent from our office has been  
mailed to the following address below. The investigation regarding your retaliation complaint was  
closed on April 29, 2022, and corresponding information was mailed certified to address you provide  
below.

Velina M Johnson

PO Box 231015

Montgomery, AL 36123

\*Note: Naima Hull With HUD Subsequently  
Responds To Plaintiff's Many Attempts To Reach  
Her and Confirms Ms Johnson's Retaliation and  
Hostile Environment Investigation Closed On 29  
Apr 2022 After Ms. Johnson's Eviction From Her  
VTO Residence;

Kind regards,

Naima

**Naima Hull, Investigator**

**U.S. Department of HUD**

**Office of Fair Housing and Equal Opportunity**



100 W. Capitol Street, Room 910

Jackson, MS 39269-1069

Office 202-975-5018

Email: [naima.hull@hud.gov](mailto:naima.hull@hud.gov) (Due to the coronavirus pandemic HUD employees are working from home - Please contact me by email or at 202-975-5018)

District Court Doc. 35-48



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**From:** Consuming Fire <vj78883@gmail.com>  
**Sent:** Wednesday, May 4, 2022 2:26 PM  
**To:** Hull, Naima <Naima.Hull@hud.gov>; Gilliam, Staci N <Staci.Gilliam@hud.gov>; Investigations04 <Investigations04@hud.gov>; sbrown@nationalfairhousing.org  
**Subject:** <External Message> Retaliation Complaint# 04 217331-8 / Incorrect Plaintiff Entered in Eviction Case / Velina Johnson vs Montgomery Multifamily LeaseCo LLC

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to [phishing@hud.gov](mailto:phishing@hud.gov) or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

No Reply To Email Sent at 2:26 PM From  
US Dept of HUD After Notification of  
Eviction

Ms. Hull,

Good day,

- I reached out to you back on April 18, 2022 to advise that a Montgomery County Sheriff arrived at my apartment at the Verandas at Taylor Oaks to deliver Notice To Vacate and the Writ of Possession Order granted by Judge Tiffany McChord on April 12, 2022. A Sheriff Duty arrived a second time on April 19, 2022 and stated the next visit on 4/20/22 would result in my belongings being removed from the apartment. I did advise that the eviction lawsuit against me began with November of 2020 with the Order for Eviction Judgment granted in favor of the landlord on 3/3/22 all while my Dept of HUD investigation was still ongoing. I spoke with you on the phone on 3/23/22 to confirm the complaint was still ongoing and had not yet closed. Since that time I have not received any emails or official correspondence in the mail from you or the Dept of HUD. I was officially evicted on 4/20/22 with no invention from HUD in regards to an Injunction to halt eviction proceedings until further notice.


## APPENDIX E

Case 2:21-cv-00493-WKW-CWB Document 35-87 Filed 02/06/23 Page 1 of 1

District Court Doc. 35-87

**\*Note: Plaintiff Was Served Two Vacate Notices by Montgomery County Sherriff Deputy During Week of 17 Apr 2022; First Notice Was Delivered on 4/18/22; During The 2nd Visit On 4/19/22 The Deputy Stated the Next Appearance Would Result in Ms. Johnson's Possessions Being Removed From Her Apartment**

602

**NOTICE**  **NOTICE**

Sheriff Derrick Cunningham

To: VELINA M. JOHNSON

On: 3/3/22

A Notice of Eviction was left on your premises  
1001 TAYLOR OAKS APT 202

You were notified to move within seven days from that date.  
If the premises are not vacated by Today 4/18  
you and your goods will be removed


Telephone: (334) 832-4980

Deputy Sheriff  
Montgomery County, Alabama

For further information visit our website [www.montgomerysheriff.com](http://www.montgomerysheriff.com)

SHF 125-157

602

**NOTICE**  **NOTICE**

Sheriff Derrick Cunningham

To: VELINA M. JOHNSON

On: 3/3/22

A Notice of Eviction was left on your premises

You were notified to move within seven days from that date.  
If the premises are not vacated by Today 4/18  
you and your goods will be removed

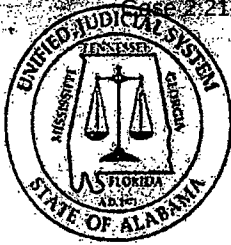
Telephone: (334) 832-4980

Deputy Sheriff  
Montgomery County, Alabama

For further information visit our website [www.montgomerysheriff.com](http://www.montgomerysheriff.com)

SHF 125-157

## APPENDIX F



Case 2:21-cv-00493-WKW-CWB Document 35-85 Filed 02/06/23 Page 1 of 1

AlaFile E-Notice

Writ of Possession Granted  
During US Dept of HUD  
Open Retaliation Complaint  
Investigation

03-DV-2021-902633.00

Judge: TIFFANY B. MCCORD

To: JOHNSON VELINA M.  
1001 TAYLOR OAKS CIRCLE #202  
MONTGOMERY, AL 36116

U.S. District Court Doc 35-85

---

### NOTICE OF COURT ACTION

---

IN THE DISTRICT COURT OF MONTGOMERY COUNTY, ALABAMA

VERANDAS AT TAYLOR OAKS OBO MONTGOMERY MULTIFAMILY V. VELINA M JOHNSON  
03-DV-2021-902633.00

A court action was entered in the above case on 4/12/2022 2:47:41 PM

WRIT OF POSSESSION

[Filer.]

Notice Date: 4/12/2022 2:47:41 PM

Service by sheriff in 03 - MONTGOMERY County

GINA J. ISHMAN  
CIRCUIT COURT CLERK  
MONTGOMERY COUNTY, ALABAMA  
251 S. LAWRENCE STREET  
MONTGOMERY, AL, 36104

334-832-1260

**VACATE**

---

State of Alabama

Case 2:21-cv-00119-JWM Document 1-1 Filed 04/12/22

United Judicial System

(Forcible Entry and Unlawful Detainer Actions)

Form C-58A Rev. 10/99

(Sections 6-6-319, Code of Alabama 1975)

03-DV-2021-902633-00

DISTRICT COURT OF

MONTGOMERY COUNTY, ALABAMA

GINA J. ISHMAN, CLERK

U.S. District Court Doc 35-86

IN THE DISTRICT COURT OF MONTGOMERY

ALABAMA

(Name of County)

VERANDAS AT TAYLOR OAKS OBO MONTGOMERY MULTIFAMILY V. VELINA M JOHNSON

Style

To any law enforcement officer of the above-named county in the State of Alabama:

You are hereby commanded to restore the plaintiff (lessor) to possession of the land and tenements which the plaintiff recovered of the defendant (lessee) in an action of forcible entry and detainer before me on the 3/3/2022 (date) at

1081 TAYLOR OAKS CIRCLE #202 MONTGOMERY AL 36116

(description of land and

tenements)

You are further directed to recover the sum of \$ from the goods, chattels, lands, and tenements of the defendant for costs on which the plaintiff has expended.

Ordered this 12<sup>th</sup> day of April, 2022

/s/ TIFFANY B. MCCORD

DISTRICT JUDGE

## APPENDIX G

Case 2:21-cv-00493-WKW-CWB Document 35-27 Filed 02/06/23 Page 1 of 1



### IN THE DISTRICT COURT OF MONTGOMERY COUNTY, ALABAMA

VERANDAS AT TAYLOR OAKS OBO  
MONTGOMERY MULTIFAMILY,  
Plaintiff,

V.

JOHNSON VELINA M,  
Defendant.

) District Court Doc. 35-27  
)  
)  
)

) Case No.: DV-2021-902633-00  
)

) Unlawful Detainer Granted To  
) Montgomery Multifamily Exchange LLC  
) 3/3/22 Prior US Dept of HUD Housing  
**ORDER** Investigation Close Date of 4/29/22

This cause came before the Court in an action for Unlawful Detainer. Plaintiff and Defendant appeared. Upon consideration thereof, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

I. That judgment is entered in favor of Plaintiff for possession of the property at issue with costs of Court taxed to Defendant with a seven (7) day right of appeal.

#### CONDITIONS OF APPEAL:

- a. Pay Circuit Court filing fee; or approved waiver of filing fee;
  - b. Security for costs in the amount of all lower Court costs;
  - c. Supersedeas Bond in the amount of the past due rent payable since time of filing action in the amount of \$925.00;
  - d. Future rents in the amount of \$925.00 due on or before the 1st day of each month, and late on the 5th day. Rent must be paid into the Court when it is due while case is on appeal.
- II. If no appeal is taken by the Defendant, the Plaintiff can seek a writ of possession after seven (7) days.
- III. Any request for money damages must be filed within sixty (60) days of this Order or case will be dismissed.

The Defendant shall be responsible for keeping the Court notified of any change of mailing address for future court notices.

**DONE this 3<sup>rd</sup> day of March, 2022.**

**/s/ TIFFANY B. MCCORD**  
**DISTRICT JUDGE**

- 1) Montgomery Multifamily Not A Legal Business Name
- 2) Case Fraudulently and Ineffectively Dismissed;  
Violation of 'Automatic Stay'
- 3) Eviction Case Reinstated Under Montgomery Multifamily Exchange LLC as Plaintiff Using 2nd Order Granted To Montgomery Multifamily Leaseco LLC To Lift Automatic Stay; Bankruptcy Court Denied All Motions To Challenge This Issue (\*See Motion To Supplement Record; App.87a)

## APPENDIX H

Case 2:21-cv-00493-WKW-CWB Document 35-25 Filed 02/06/23 Page 11 of 11

FILED  
1/12/2022 1:04 PM  
03-DV-2021-902633.00  
DISTRICT COURT OF  
MONTGOMERY COUNTY, ALABAMA  
GINA J. ISHMAN, CLERK

### IN THE DISTRICT COURT OF MONTGOMERY COUNTY, ALABAMA

District Court Doc 35-25

VERANDAS AT TAYLOR OAKS,

Plaintiff,

v.

VELINA M. JOHNSON,

Defendant.

\* → \$16 Verandas at Taylor Oaks  
\* OBO Montgomery Multifamily  
\* Exchange LLC  
\* AS initially filed

CASE NO. DV 21-902633


Note: Ineffective and Illegal Motion To Dismiss  
Willfully Filed by Montgomery Multifamily Exchange  
LLC Resulting In Malicious Prosecution ; Violation of  
Fair Housing Act of 1968 and 11 U.S. Code § 362(a)  
(1)(2)(3) and also 11 U.S. Code § 362 (k)(1)

### MOTION TO DISMISS

In Addition To Making False Statement  
Stating "Defendant's bankruptcy case has  
been reopened."

COMES NOW the Plaintiff and respectfully moves this honorable Court to dismiss the  
above-styled cause without prejudice and as grounds would show that the Defendant's bankruptcy  
case has been reopened.

RESPECTFULLY submitted this 12th day of January, 2022.

  
Attorney for Plaintiff

OF COUNSEL:  
EDMONDSON GODWIN  
619 S. Perry Street  
Montgomery, AL 36104  
(334)612-7114

\*Note: Landlord counsel falsely  
states Ms. Johnson reopened her  
Bankruptcy Case following  
Bankruptcy Court reversal  
of Order granted to Lift Ms.  
Johnson's Chapter 7 Automatic Stay

### CERTIFICATE OF SERVICE

as reason for Dismissal of eviction  
case

I hereby certify that I have mailed this date, postage prepaid, an exact copy of the  
aforementioned Motion to Dismiss to VELINA M. JOHNSON, at the address as listed below on  
this the 12th day of January, 2022.


VELINA M. JOHNSON  
1001 TAYLOR OAKS CIRCLE  
MONTGOMERY AL 36116

  
OF COUNSEL

Intentionally Entered  
Incomplete Defendant Address

# APPENDIX I

Case 2:21-cv-00493-WKW-CWB Document 35-21 Filed 02/06/23 Page 1 of 1

<p>State of Alabama Unified Judicial System Form C-59 (front) Rev. 03/14</p>	<p><b>STATEMENT OF CLAIM</b> <b>EVICION/UNLAWFUL DETAINER</b> <small>Sections 35-9A-101, et seq., and 6-6-310, et seq., Ala. Code 1975</small></p>	<p> ELECTRONICALLY FILED 12/21/2021 8:50 AM 03-DV-2021-902633.00 DISTRICT COURT OF MONTGOMERY COUNTY, ALABAMA GINA J. ISHMAN, CLERK</p>
<p><b>IN THE DISTRICT COURT OF MONTGOMERY COUNTY, ALABAMA</b> <b>VERANDAS AT TAYLOR OAKS OBO MONTGOMERY MULTIFAMILY V. VELINA M JOHNSON</b></p>		
<p><b>PLAINTIFF(S)</b> VERANDAS AT TAYLOR OAKS OBO MONTGOMERY MULTIFAMILY EXCHANGE, LLC 2901 BUTTERFIELD ROAD OAKBROOK, IL 60523</p>	<p><b>DEFENDANT(S)</b> VELINA M JOHNSON 1001 TAYLOR OAKS CIRCLE APT. 202 MONTGOMERY, AL 36116</p> <p style="text-align: right;">U.S District Court Doc 35-21</p> <p style="text-align: right;">Montgomery Multifamily Exchange LLC Filed Unlawful Detainer Claim During An Open Federal Housing Investigation Conducted By The US Dept of HUD And Not Closed Until 4/29/22</p>	
<p><b>PLAINTIFF'S ATTORNEY</b> MICHAEL O GODWIN 619 S. PERRY STREET MONTGOMERY, AL 36104</p>		
<p><b>COMPLAINT</b></p>		
<p>1. Plaintiff(s) demands the right to possession from the defendant(s) of the following described residential, commercial or other real property located at: <u>1001 TAYLOR OAKS CIRCLE #202 MONTGOMERY, AL 36116.</u></p>		
<p>2. Defendant(s) no longer has the right to possession because: <u>BREACH OF LEASE, WITH WAIVER OF EXEMPTIONS</u></p>		
<p>3. Defendant(s) right of possession has been lawfully terminated by written notice.</p>		
<p>4. Plaintiff also claims the sum of \$ _____ plus court costs from the Defendant(s) consisting of: unpaid rent and late charges, plus attorney's fees (if applicable) and other charges.</p>		
<p>5. Plaintiff(s) also claims future rent and late charges, plus attorney's fees (if applicable) and other charges accruing through the date Plaintiff(s) obtains possession of the above described property.</p>		
<p><u>GINA J. ISHMAN</u> Clerk Address: <u>251 S. LAWRENCE STREET</u> <u>MONTGOMERY, AL 36104</u></p>		<p><u>/s/ MICHAEL O GODWIN</u> Plaintiff or Attorney Signature Phone Number: <u>3346127114</u> Attorney Code: <u>GOD016</u></p>
<p>Phone Number: <u>334-832-1260</u></p>		
<p><b>NOTICE TO DEFENDANT(S) - READ CAREFULLY</b></p>		
<p>This eviction or unlawful detainer complaint must be answered by you within seven (7) days after these papers were either served or posted at the leased premises as provided by law. Your answer must be received by the Court Clerk at the above address within the above seven (7) days. A copy of the answer must be sent to the Plaintiff(s) or Plaintiff(s)' Attorney at the above address. If you file an answer, a notice of trial will be mailed to you; otherwise, a judgment may be entered against you.</p>		

## APPENDIX J

Case 2:21-cv-00493-WKW-CWB Document 35-26 Filed 02/06/23 Page 1 of 1

### UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF ALABAMA

Note: Doc 35-26 Defendant Montgomery Multifamily Exchange LLC Relief From 'Automatic Stay' During Federal Housing Investigation Open Until 4/29/22; All Defendants were 'put on notice' and served clarified facts and documentation as proof of wrongdoings as early as Dec 2021

In re  
Velina M Johnson,  
Debtor.

District Court doc 35-26  
Case No. 20-31859  
Chapter 7  
Granted To Montgomery Multifamily Exchange LLC

#### ORDER TERMINATING STAY.

Upon consideration of the motion of the creditor, *VERANDA'S AT TAYLOR OAKS OBO MONTGOMERY MULTIFAMILY EXCHANGE, LLC*, for relief from the stay imposed by 11 U.S.C. § 362(a), the court concludes that either no response to the motion has been filed within the time allowed by L.B.R. 4001-1, Bankr. M.D. Ala., or a response was filed consenting to the motion and therefore the motion should be **GRANTED**. Accordingly, it is

**ORDERED** that the stay in this case with respect to this creditor is terminated. The creditor may permit enforcement of a lien against the property of the estate or of the debtor described in the motion. However, to the extent the Motion for Relief contains a request for waiver of the 14-day stay, that request is denied pursuant to Bankruptcy Rule 4001(a)(3) and Local Rule 4001-1(e)(1).

Dated December 6, 2021.



Bess M. Parrish Creswell  
United States Bankruptcy Judge



UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF ALABAMA

IN RE:

VELINA M. JOHNSON

CHAPTER 7

CASE NO. 20-31859

Debtor(s).

Amended Complaint: Doc 35-61  
Add'l Proof of Violation of  
Automatic Stay

AFFIDAVIT IN SUPPORT OF MOTION TO LIFT STAY

Before me, the undersigned authority for said state and county, personally appeared the undersigned, who, after being first duly sworn, deposes and says, on oath as follows:

1. My name is BONNIE BURRIS, Regional Manager, and I am over the age of 19 years and give this affidavit based upon my personal knowledge of the facts. I am employed by the Movant and I am familiar with the books and records of the company. I have personally reviewed the account of VERANDAS AT TAYLOR OAKS prior to my giving this affidavit.

2. On the date shown thereon, the Debtor(s) executed a Lease with the company and became indebted thereon according to the terms and conditions thereof. A true and correct copy of the Lease is attached hereto as Exhibit A.

3. As of the date of this filing the debtor was in default of the petition payments as follows:

What months: 1/21  
Amount of rent: 1100.00  
Amount of late fee: 0.00  
Court costs: 0.00  
Total pre-petition delinquent amount due: 1100.00

4. The debtor is in default of post-petition payments as of the date of this affidavit as follows:

What months: AUGUST, SEPTEMBER, OCTOBER, NOVEMBER 2021  
Amount of Rent: \$975.00  
Amount of late fees: 0.00  
Court costs: \$188.00  
Total post-petition delinquent amount due: \$1163.00

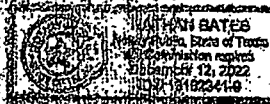
5. Since the date of filing, 08/27/2020, we have received \$12,210.00 in post-filing payments. we are not holding any unapplied payments and we have returned an ERB payment in the amount of \$4361.

Subscribed and sworn to before me on:

November 5, 2021.

Notary Public

My Commission Expires: 12/31/21



Case 20-31859 Doc 127-2 Filed 11/08/21 Entered 11/08/21 14:29:17 Desc

Affidavit Page 1 of 1  
Case 20-31859 Doc 163-2 Filed 01/18/22 Entered 01/18/22 13:51:34 Desc Exhibit  
EXHIBIT B Page 23 of 23

Fraudulent Affidavit Filed in US Bankruptcy  
Court Filed by Montgomery Multifamily  
Exchange LLC; Case No: 20-31859

## APPENDIX K

Case 2:21-cv-00493-WKW-CWB Document 35-3 Filed 02/06/23 Page 1 of 1



Alabama Secretary of State



U.S. District Court Doc 35-3

Entity ID	Entity Name	City	Type	Status
<u>000 - 393 - 866</u>	<u>Montgomery Multifamily Exchange, LLC</u>	OAK BROOK, IL	Foreign Limited Liability Company	Exists
<u>000 - 393 - 867</u>	<u>Montgomery Multifamily LeaseCo, L.L.C.</u>	OAK BROOK, IL	Foreign Limited Liability Company	Exists
<u>000 - 821 - 677</u>	<u>Montgomery Multifamily LLC</u>	Not Provided	Domestic Limited Liability Company	Exists
1				

New Search

Note: All Defendants were 'put on notice' and served clarified facts and documentation as proof of use of and alternating between illegal business names to file and pursue a 'malicious' eviction lawsuit.



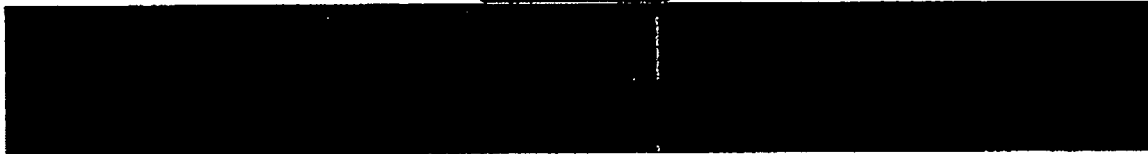
## Alabama Secretary of State



Entity ID	Entity Name	City	Type	Status
000 - 393 - 994	Inland Residential Real Estate Services LLC	OAK BROOK, IL	Foreign Limited Liability Company	Exists

IRRES LLC Valid City Oak Brook, IL

New Search



VTO Apartment Lease Agreement States Montgomery AL Address

# APPENDIX L

Case 2:21-cv-00493-WKW-CWB Document 35-4 Filed 02/06/23 Page 1 of 13 PM



## APARTMENT LEASE CONTRACT District Court Doc 35-4 Displaying Legal Party of Interests



Date of Lease Contract: June 1, 2020  
(when the Lease Contract is filed out)

This is a binding document. Read carefully before signing.

### Moving In - General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "Lease") is between you, the resident(s) (list all people signing the Lease Contract):

Yelina Johnson

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: Montgomery Multi Family LeaseCo, L.L.C.

(name of apartment community or title holder). The person or management company authorized to act on our behalf is

TRRS, LLC

You've agreed to rent Apartment No. 10-202  
at 1001 Taylor Oaks Circle

RD (street address) in

Montgomery (city), Alabama, 36116 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above and any minor children, dependents, invitees, and/or guests. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors) in interest or assigns. Written notice to or from our managers, delivered by hand or US mail with adequate prepaid postage to any person entitled to occupy the apartment under the Lease Contract, constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 2nd day of August 2020, and ends at 11:59 p.m. the 1st day of August 2021

**Renewal.** This Lease Contract will automatically renew month-to-month (not to exceed five (5) years) unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed.

In accordance with Alabama Real Estate Commission Rule 790-X-3.03 Lessor or agent for Lessor shall not maintain security or damage deposits in a separate account and shall hold said deposits for Resident in accordance with this Lease.

5. **KEYS.** You will be provided 1 apartment key(s), 1 mailbox key(s), POB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 978.00 per month for rent, payable in advance and without demand:

- ☒ at the on-site manager's office, or  
☒ at our online payment site, or  
☐ at \_\_\_\_\_

Prorated rent or's 978.00 is due for the remainder of (check one): ☒ 1st month or ☐ 2nd month, on \_\_\_\_\_

You may not withhold payment of rent to us while in possession in order to enforce any of your rights under the Alabama Uniform Residential Landlord/Tenant Act.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay a late charge. Your late charge will be (check one): ☐ a flat rate of \$ 97.80 or ☒ 10 % of your total monthly rent payment. You'll also pay a charge of \$ 30.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All money obligations to be paid under this lease shall be considered rent. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☐ water ☐ gas ☐ electricity ☐ master antenna  
☐ wastewater ☐ trash ☐ cable tv  
☐ other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected (including disconnection for not paying your bill) until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

Fraudulent  
Property  
Management  
Address; s/b  
2901 Butterfield  
Oak Brook IL  
60523

**OWNER/MANAGEMENT INFORMATION DISCLOSURE ADDENDUM:**

U.S. District Court Doc 35-5

This Owner/Management Information Disclosure Addendum is made for the purpose of complying with Alabama law and is attached to the Lease Contract between Owner and Resident, incorporated with the terms of the Lease Contract herein by reference, and is considered to be a term of the Lease Contract itself.

The person authorized to manage the premises contemplated by the Lease Contract is identified as follows and is considered to be Owner's Agent for purposes of the Lease Contract:

Name of property manager: IRRES, LLC  
Business Address: 7701 Taylor Oaks Circle  
Montgomery, AL 36116

AL Secretary of State Legal  
Address Is 2901 Butterfield  
Road Oak Brook IL 60523

The owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process in receiving and receipting the notices and demands called for or contemplated by the Lease Contract, is identified as follows and is considered to be Owner's Agent for purposes of this lease:

Name of owner of premises: Montgomery Multifamily LeaseCo, L.L.C.\*  
  
  
Business Address: 2901 Butterfield Rd.  
  
Oak Brook, IL

**Owner's Disclosure (Initial)**

\_\_\_\_\_ Owner

**Resident's Acknowledgement (Initial)**

Vs \_\_\_\_\_ Resident  
\_\_\_\_\_ Resident  
\_\_\_\_\_ Resident  
\_\_\_\_\_ Resident  
\_\_\_\_\_ Resident  
\_\_\_\_\_ Resident

## APPENDIX M

Case 2:21-cv-00493-WKW-CWB Document 35-19 Filed 02/06/23 Page 1 of 1



Wedding Spotlight2 <weddingspotlight2@gmail.com>

U.S. District Court Doc 35-19

---

### Fwd: Fair Housing Complaint

---

Consuming Fire <vj78883@gmail.com>  
To: weddingspotlight2@gmail.com

Mon, Jan 9, 2023 at 8:04 PM

----- Forwarded message -----

From: Gilliam, Staci N <Staci.Gilliam@hud.gov>  
Date: Tue, Jun 22, 2021, 2:23 PM  
Subject: Fair Housing Complaint  
To: Sanford, Deigo L <Deigo.L.Sanford@hud.gov>  
Cc: Consuming Fire <vj78883@gmail.com>

Email Response From US Dept of HUD On A  
Request To Expedite Initial Retaliation Complaint  
Due To No Initial Contact From An Investigator  
With The Agency

Hi Diego,

Carlos and I received a call from Velina Johnson regarding her Fair Housing inquiry – 650804. She is copied on this message. Can you please contact her regarding her complaint. It is time sensitive and Ms. Johnson may be facing non-renewal of her lease at the end of July. She alleges that the landlord is taking this action in retaliation for a fair housing complaint that was closed in February – 04-20-3596-8.

Ms. Johnson can either be reached by email or at 205-504-6833. Thanks!

**Staci N. Gilliam**

Director, Programs & Compliance Division

Alabama and Georgia

Office of Fair Housing and Equal Opportunity

950 22<sup>nd</sup> St, 9<sup>th</sup> Floor

Birmingham, AL 35203

202-297-2749 (teleworking)

Know Your Fair Housing Rights!

Register Your Section 3 Business Today!



Wedding Spotlight2 <weddingspotlight2@gmail.com>

**Fwd: 650804 / - Johnson, Velina v Montgomery Multifamily Lease Co., LLC dba Verandas at Taylor Oaks Apts., et al**

Consuming Fire <vj78883@gmail.com>  
To: weddingspotlight2@gmail.com

Sun, Jan 8, 2023 at 10:44 AM

----- Forwarded message -----

From: Sanford, Deigo L. <Deigo.L.Sanford@hud.gov>  
Date: Wed, Jun 30, 2021, 11:31 AM  
Subject: 650804 / - Johnson, Velina v Montgomery Multifamily Lease Co., LLC dba Verandas at Taylor Oaks Apts., et al  
To: Consuming Fire <vj78883@gmail.com>

Good afternoon,

Note: June 30, 2021 U.S. Dept HUD Email Confirmation  
Ms. Johnson's "Retaliation/Hostile Environment" Complaint  
Meets Guidelines for Investigation; Defendants were put on  
notice and served clarified and sufficient documented proof  
(Amended Complaint/Retaliatory Eviction Doc 35-30)

Please see attached document. Your complaint meets the guidelines for our office to investigate it. Please review and sign the document for acknowledgement of the allegations.

Due to the coronavirus pandemic, 100% of all HUD employees are currently working remotely from home. Please be advised that email, [Deigo.L.Sanford@hud.gov](mailto:Deigo.L.Sanford@hud.gov) is the best primary means of contact.

Your patience and cooperation is greatly appreciated. Be Safe. Stay Safe.

Deigo L. Sanford

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
Region IV, Atlanta  
40 Marietta Street  
Atlanta, GA 30303

PH: 678-732-2563

Cell: 202-907-2433

Deigo.L.Sanford@hud.gov

---

650804 Velina Johnson.docx  
17K



Wedding Spotlight2 <weddingsspotlight2@gmail.com>  
U.S. District Court Doc 35-41

**Fwd: Retaliation Compliant Additional Information/ Corrected Copy:  
Medical Procedure Adjustment Due To VTO Harrassment / Velina  
Johnson v Montgomery Multifamily LeaseCo LLC**

2 messages

Consuming Fire <vj78883@gmail.com>  
To: weddingsspotlight2@gmail.com

Mon, Jan 9, 2023 at 11:35 AM

Email To US Dept of HUD Investigator Brian  
Winget To Advise Medical Testing Was Elevated  
To Physician Peer-To-Peer Special Onsite  
Approval Due To Explanation Of Late Night And  
Early Morning Harassment At VTO Apartment  
10-202 That Included Random Knocks On Front

----- Forwarded message -----

From: Consuming Fire <vj78883@gmail.com>  
Date: Mon, Aug 23, 2021, 5:33 PM  
Subject: Retaliation Compliant Additional Information/ Corrected Copy: Medical Procedure Adjustment  
Due To VTO Harrassment / Velina Johnson v Montgomery Multifamily LeaseCo LLC  
To: Winget, Brian D <brian.d.winget@hud.gov>

As a result of several typos in the email previously forwarded, I am forwarding a  
corrected copy.

\*\*\*\*\*  
\*\*\*\*\*

Mr. Winget,

I was scheduled for a Sleep Study medical procedure on August 18, 2021. I  
received a phone call from the medical facility Baptist Health (South) a few days  
before the actual procedure stating that my insurance United Healthcare agreed to  
cover the cost of the medical procedure when conducted as a 'Home' Sleep Study  
rather than an onsite Sleep Study for me as a patient staying overnight at Baptist  
Health (hospital) sleep study clinic.

After receiving a call from the Baptist Health Clinical Coordinator to convey this, I  
quickly explained to the coordinator while on the phone call that the 'Home' Sleep  
Study would yield false and inadequate results as I currently am being harassed in  
several ways as a resident in the VTO community since filing my initial HUD  
Complaint. I expressed that one of the method of harassment experienced is  
random knocks on my door that occur both during very early morning hours and  
even late at night.

After being informed of my apartment atmosphere circumstances, she relayed all of  
our conversation topics to the medical team and it was decided that a 'Peer to Peer'  
appointment request would be made in order to inquire and receive special  
approval for the Sleep Study to be conducted onsite at the Baptist Health (South)



Study would yield false and inadequate results as I currently am being harassed in several ways as a resident in the VTO community since filing my Initial HUD Complaint. I expressed that one of the method of harassment experienced is random knocks on my door that occur both during very early morning hours and even late at night.

After being informed of my apartment atmosphere circumstances, she relayed all of our conversation topics to the medical team and it was decided that a 'Peer to Peer' appointment request would be made in order to inquire and receive special approval for the Sleep Study to be conducted onsite at the Baptist Health (South) facility based on the fact that disturbances such as the random knocks on my door would interfere with True Readings or Results of the Sleep Study Test(s).

The medical team after speaking with a Medical Director at United Healthcare approved the 'Onsite' study after learning about the harassment and disturbances circumstances.

The Reference Numbers for the approval of the Sleep Study covered by United Healthcare are: 1336800217 (August 11, 2021) and final Peer to Peer Approval Reference No: 1337877458 (August 13, 2021)  
United Healthcare can be contacted at: (866) 873-3902

As of today the last time I experienced harassment by way of random knocks was early this morning (August 23, 2021)

Thank you,

Velina Johnson



Consuming Fire <vj78883@gmail.com>

**Complaint# 04 217331-8 | Update of Eviction Case Filed 21 Dec /Retaliation | Velina Johnson vs MultiFamily LeaseCo d/b/a Verandas at Baybrook Oaks**

1 message

Consuming Fire <vj78883@gmail.com>  
To: "Hull, Naima" <Naima.Hull@hud.gov>  
Cc: V Johnson <vj78883@gmail.com>

Tue, Jan 4, 2022 at 3:44 PM

Note: Jan 2022 U.S. Dept of HUD and Defendants were 'put on notice' by service of clarified and sufficient facts and documented proof of federal and state housing violations, malicious acts during n open and ongoing federal housing investigation (Amended Complaint Doc 35-29)

Ms Hull,

As stated in my last email correspondence to you, my current Landlord:management company Inland Residential Real Estate Services LLC (IRRES LLC) has filed an Eviction Case in the Montgomery County District Court against me.

IRRES LLC through Bonnie Burris and current VTO Community Manager Ashley Stoddart have conspired and entered a wrong Plaintiff Party, Montgomery Multifamily Exchange LLC in this eviction process instead of Montgomery Multifamily LeaseCo LLC as stated on my last lease agreement.

IRRES LLC and Montgomery Multifamily LeaseCo LLC have intentionally entered this wrong company entity as the defendant to prevent any judge hearing the upcoming eviction case from connecting any other grievances against them which would include my open Retaliatory HUD complaint.

I have also taken notice that the Eviction case recently filed against me does not have any substantial claims against me, particularly monetary demands or anything that would support a legitimate eviction request and further Proof of Retaliatory actions taken against me for exposure to HUD of a Hostile Living Environment, Non Compliance and Enforcement of their Own Lease Agreement in reference to Nuisance Noise Residents, and Deceitful Bad Faith Accounting and Company Operation. Practices in reference to Resident Rental Accounts.

Also I am still being harassed weekly with persons entering into the 'So Called vacant unit directly upon me with intentional loud ceiling noises being made to disturb me both day, night, and very early hours of the morning (like 1:00 or 2:00 am).

Respectfully,

Velina Johnson

Montgomery Multifamily LeaseCo LLC (As Shown on Last Lease Agreement)



Wedding Spotlight2 <weddingsspotlight2@gmail.com>

**Fwd: HUD Complaint# 04 217331-8 Retaliation | Unfair and Bias HUD Investigations; No Call Backs As Stated or Confirmation Responses To Emails or Text Message | Velina Johnson vs MultiFamily LeaseCo LLC d/b/a Verandas at Taylor Oaks**

Consuming Fire <vj78883@gmail.com>  
To: weddingsspotlight2@gmail.com

Sat, Jan 7, 2023 at 7:30 PM

\*Note: Exhibit 7D-2A Unfair and Bias HUD Investigations  
No Call Backs As Stated or Confirmation Responses  
Email To Dept HUD Investigator Naima Hull; Why No:  
HUD Injunction Eviction Court Intervention

----- Forwarded message -----

From: Consuming Fire <vj78883@gmail.com>  
Date: Tue, Mar 22, 2022, 11:31 PM  
Subject: HUD Complaint# 04 217331-8 Retaliation | Unfair and Bias HUD Investigations; No Call Backs As Stated or Confirmation Responses To Emails or Text Message | Velina Johnson vs MultiFamily LeaseCo LLC d/b/a Verandas at Taylor Oaks  
To: Hull, Naima <Naima.Hull@hud.gov>  
Cc: <CivilRightsDivision@usdoj.gov>; V Johnson <vj78883@gmail.com>

U.S. Dept of HUD Email To Disclose The Agency's Authority To Petition Courts For TRO  
Ms. Hull, (w Attachment As Proof); Appellant clarified and effectively 'put defendants on notice' of wrongdoings; (Amended Complaint Doc 35-Pages 36,37)

Good morning. I spoke with you on 3/21/22 after many attempts to contact you by phone to first inquire of the status of my HUD complaint but also to have an opportunity to provide updated information and/or evidence in regards to my Retaliation complaint against Montgomery Multifamily LeaseCo LLC and Inland Residential Real Estate Services LLC (IRRES LLC).

I did not once again receive a callback from you as stated and during the course of this investigation I have been very very concerned about the investigation being an honest one without favor or bias towards the landlord because they have legal representation and secondly because they will definitely present a pleasant cooperative spirit in the wake of the level of retaliatory acts against me by community personnel and previous residents.

My greatest concern of all is how the Dept of HUD went silent in this complaint for a good length of time with no feedback or contact with a HUD representative contacting me or requesting any additional interviews. Finally after many calls to other offices to include the Birmingham, AL Fair Housing office and asking to speak with a party able to reconnect me with my HUD representative due to no contact and my email messages to him resulting in undeliverable, I was finally told Brian Winget is no longer my representative. My concern with Mr Winget is that as I began to report illegal business practices by my landlord and describe the types of retaliation experienced, my landlord began to make changes in the areas discussed with Brian and also prior to removing me from all community wide email communications, the landlord began sending out messages with changes to some of key points discussed with Bryan. At one point I even forwarded an email to Mr Winget asking if my email or phone discussions were being relayed to the landlord. I responded early on that I opted out of mediation and was requesting a full investigation based on the level of harassment and retaliation I have encountered while living here that is to this day still ongoing with random knocks on my front door and ceiling at any given point or time.

I have also inquired as to why the Dept of HUD has not up to this point file any Injunctions on my behalf to halt any legal proceedings to include eviction ones, until I could have a fair hearing solely because the landlord's Termination of and NonRenewal of my rental lease contract and now retaliatory Eviction Lawsuit came only after I filed a formal complaint with the Dept of HUD.

Unfortunately my first complaint and investigation spawned more retaliation not only because I was told that HUD could not investigate the Hostile Environment aspect of my complaint and was also told the facts or incidents I presented on Racism also was not thoroughly investigated. The Fair Housing Act of 1968 prohibits Retaliation against a party filing a complaint with a federal agency and also prohibits hostile environment and/or intimidation.

You have stated that you or HUD does not have the authority to file an Injunction on my behalf to stop legal proceeding until a hearing but contrary to that statement is a Dept of HUD website page that says the Dept of HUD in conjunction with the Dept of Justice could file an Injunction to halt legal proceedings. I have included the information from HUD's site as an attachment to this email.

Lastly I would like to say that the entire eviction lawsuit filed by my landlord's attorney has been illegal from the start using one of their (3) similar business entity names and actually switching between these names up until the actual hearing date of 3/3/22 and an "Order" being granted the same day in the landlord's favor with No Intervention from the Dept of HUD on my behalf although I have forwarded evidence attachments via email to you as proof.

You stated you contacted my landlord to request their approval and/or comment on the filing of the Injunction but it is my understanding based on the information provided on HUD's website page that the landlord has nothing to do with the decision on the filing of an Injunction but this is done by HUD and the Dept of Justice.


As you can recall I had to reach out to you several times for a callback after learning you were my replacement representative after the abrupt disappearance of Brian Winget.

I have tried to remain professional in spite of having to literally beg you to return my calls or just confirm you received my email or text message.

- I had very pertinent information to share with you during the call I never received from you as stated would take place on 3/21/22 after 2pm. This information consisting of more illegal pleadings filed by the landlord's legal counsel is very important to this investigation and for me having victory in these matters in reference to my landlord. I now stand a chance to become homeless because the landlord has successfully brought an illegal lawsuit against me and prevailed in the absence of HUD intervention.
- Because I have in fact located information that the Dept of HUD with the Dept of Justice assistance could have stayed the legal proceedings now against me and facing eviction any day now, I will seek further investigation into this matter. ●

Respectfully,

Vellia M Johnson

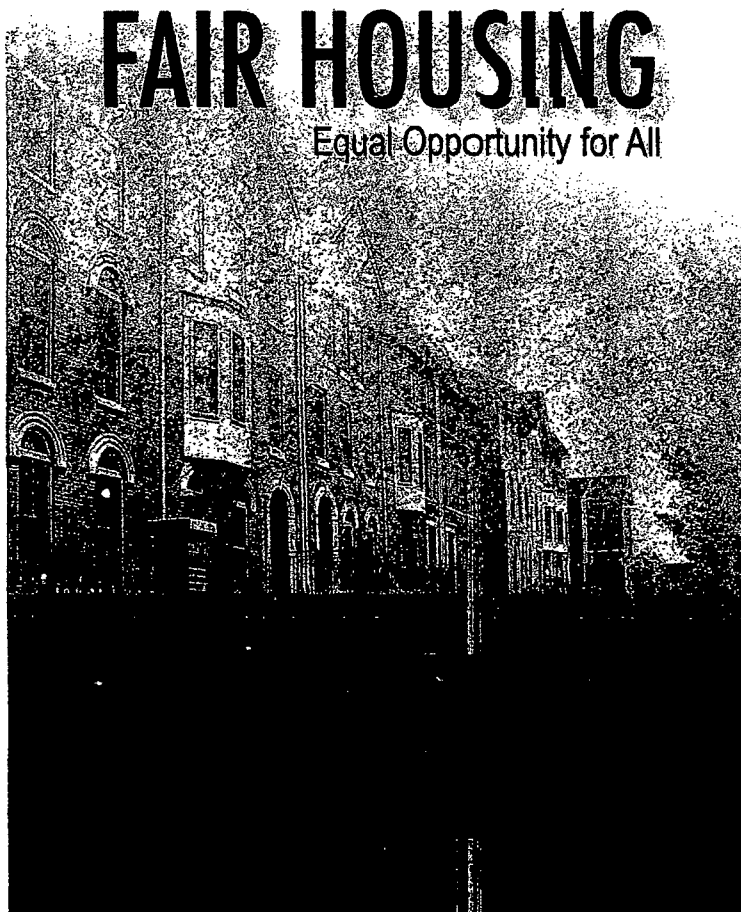
-  Dept of HUD and Dept of Justice Assistance with Filing A TRO and or Preliminary Injunction.pdf ●  
4544K

## APPENDIX N

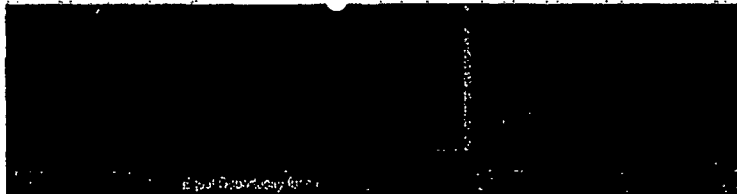
Case 2:21-cv-00493-WKW-CWB Document 35-33 Filed 02/06/23 Page 1 of 1

U.S. Dept HUD Website Information On The Agency's Authority To Petition For TRO;  
All Defendants Were 'Put on Notice' With Clarified and Documented Proof of Wrongdoings  
(Amended Complaint:Doc 35-Pages 33-35);

U.S. District Court Doc 35-33



U.S. District Court Doc 35-34



A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

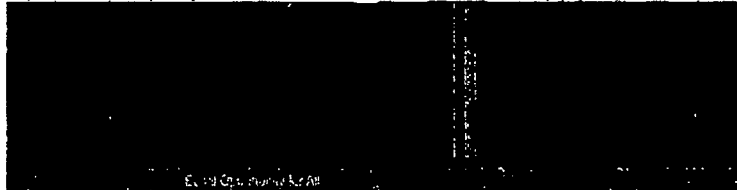
**Complaint Referrals to State or Local Public Fair Housing Agencies:**

If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are "substantially equivalent" to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the "substantially equivalent" State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD's referral, or HUD may retrieve ("reactivate") the complaint for investigation under the Fair Housing Act.

**WHAT HAPPENS IF I'M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?**

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD's investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:

U.S. District Court Doc 35-35



- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

**Example:** An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

#### **WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?**

**Determination of Reasonable Cause, Charge of Discrimination, and Election:** When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

**HUD Administrative Law Judge Hearing:** If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also



**National  
Fair Housing**  
TRAINING ACADEMY

Exhibit 15 National Fair Housing  
Alliance Statements Confirmation  
Dept of HUD Judicial Authority To  
Stay Eviction Through Final  
Judgment

U.S. District Court Doc 48-7

## **Prompt Judicial Action under the Fair Housing Act to Combat Discriminatory Evictions**

US Dept of HUD Website Source:  
<https://www.hudexchange.info/resource/6327/nfhta-job-aid-prompt-judicial-action-and-injunctive-relief-for-evictions/>

### **Introduction**

Clients facing a discriminatory eviction require urgent attention to prevent additional substantial harm. Once a complaint alleging discrimination has been filed with the U.S. Department of Housing and Urban Development (HUD) or your state or local agency that enforces a substantially equivalent fair housing law, the Secretary or the designated state enforcement agency may seek "prompt judicial action" under the Fair Housing Act (Act) or applicable fair housing law, to avoid further irreparable harm to the complainant and allow the agency to investigate and process the the complaint fully.

This job aid provides information on how to determine if prompt judicial action is appropriate for your client and what injunctive relief options are available under the Fair Housing Act. This job aid also provides best practices on how to proceed with prompt judicial action, including tips for conducting intake and gathering pertinent documentation to support a motion for prompt judicial action. Finally, this job aid includes a sample demand letter to a housing provider requesting a stay or delay of an eviction pending the investigation and processing of a fair housing complaint. This job aid will be useful for intake staff, investigators, directors, and FHIP/FHAP legal counsel.

### **What is prompt judicial action?**

The Fair Housing Act provides that the Secretary may authorize a civil action for prompt judicial relief on behalf of an aggrieved party. 42 U.S.C. § 3610(e) and 24 C.F.R. § 103.500. Prompt judicial action under the Act can include temporary or preliminary injunctive relief pending final disposition of a complaint. Each state or local agency that enforces a substantially equivalent fair housing law must also provide the opportunity to "seek prompt judicial action." 24 C.F.R. § 115.204(b)(1)(i). In other words, HUD or a substantially equivalent agency may ask the court to stay an eviction until such time as HUD or the agency completes its investigation and fully processes the complaint, including until a final judgment is rendered in the case.

State and local agencies may apply different procedures and have different standards for temporary and preliminary injunctions. Confer with legal counsel and your state and local rules of civil procedure. Note that there may be many other legal remedies available to tenants to oppose an eviction, including through landlord-tenant law. FHIPs, FHAPs and others are encouraged to explore such options. This job aid, however, will focus only on prompt judicial action under the Fair Housing Act.

June 2021 NFHTA Forum Job Aid



## APPENDIX O

2/1/23, 10:14 AM Case 2:21-cv-00498-WKW Document 35-102 Filed 02/06/23 Page 1 of 1



Exhibit 27

V Johnson <vj887733@gmail.com>

### SF 95 (Corrected) HUD Tort Claim With Supporting Exhibits:

1,1A,4K,5A,5D,7,7A,7C,7D,7D-1,7I,7I-1,7D-2,7D-2A,7D-2B,7G,7H,7K,7K-1,7N,10-G,10A-1,10A-7,11,11A,14,25

1 message

US Dept HUD Tort Claim Response (\*See Doc.41-1

V Johnson <vj887733@gmail.com>

Wed, Feb 1, 2023 at 10:13 AM

To: ogc\_civilprocess@hud.gov

Please find enclosed and attached my official Corrected SF 95 Tort Claim to Dept of HUD.

Previous claim received earlier today did not have the supporting attached Exhibits. District Court Doc. 35-102

This request supersedes my previous claim submitted without the supporting documents.

Thank you,

Velina M Johnson

#### 24 attachments

- Exhibit 1A HUD Investigation Process Email Inquiry to HUD Representative Brian Winget During Initial Stages of Retaliation Hostile Environment Complaint.pdf  
44K
- Exhibit 1 Hud Inquiry to Brian Winget.pdf  
72K
- Exhibit 4K Staci Gilliam Request To Expedite Housing Complaint Due To Termination of Lease Retaliation.pdf  
95K
- Exhibit 7 HUD Retaliation Complaint Update Email To Ms. Hull Dated 4 Jan 2022.pdf  
224K
- Exhibit 5D Eviction Order Granted by District Court of Montg County Using VTO OBO Montgomery Multifamily Not Multifamily Leaseco LLC or Even Multifamily LLC.pdf  
220K
- Exhibit 7A Dept HUD Response 30 Jun 2021 Retaliation Hostile Environment VTO Complaint Meets Guidelines for Official Investigation Diego L Sanford.pdf  
151K
- Exhibit 7C HUD 2nd Request Why No Investigator Has Made Contact Yet Email From Ms Johnson Dated 8 Jul 2021 1 59pm.pdf  
124K
- Exhibit 7D 7D1 7D2 Dept of HUD Guidance On Partnering w Dept of Justice Assistance w Filing A TRO and or Preliminary Injunction Online Brochure.pdf  
5711K
- Exhibit 7 I 7I-1 HUD Investigator Email Verbiage Concerned Bias Phone Interviews and Ongoing VTO Harassment Dated 15 Dec 2020 Bonnie Says I Should Not Call Police.pdf  
603K
- Exhibit 7D 7D1 7D2 Dept of HUD Guidance On Partnering w Dept of Justice Assistance w Filing A TRO and or Preliminary Injunction Online Brochure.pdf  
5711K
- Exhibit 7D2A 7D2B Unfair and Bias HUD Investigations No Call Backs As Stated or Confirmation Responses Why No HUD Injunction Eviction Court Intervention To Dept HUD Investigator Naima Hull Email

<https://mail.google.com/mail/u/0/?ik=036481a1bb&view=pt&search=all&permthid=thread-a%3A5618511729089168606&siml=msg-af%3A56135542...> 1/2

Dated 22 March 2022.pdf  
98K

Exhibit 27A

Exhibit 7G 7G1 Brian Winget HUD Investigator Email To Advise Unable To Complete Medical Study At Home Due To Random VTO Harassment Insurance Aware Than Approved Hospital Onsite Study.pdf  
498K

Exhibit 7H VTO Lease Termination and Eviction Notice Dated 1 May 2021.pdf District Court Doc. 35-103  
143K

Exhibit 7K 7K 1 Naima Hull HUD Confirms Ms Johnsons Retaliation Hostile Environment Closed on 29 Apr 2022 Email Dated 4 May 2022.pdf  
134K

Exhibit 7N-1 VTO Hidden Maintenance Utility Cart Behind Ms. Johnsons Building 10 Facing Open Field - Copy.pdf  
301K

Exhibit 7N HUD Email Dated 28 Jun 21 and 24 Mar 22 VTO Hidden Maintenance Utility Cart Behind Ms. Johnsons Building 10 Facing Open Field.pdf  
215K

Exhibit 10G Email to HUD Naima Hull To Expose VTO Method of Unlawful Entry by Parking Hidden Utility Cart Behind Bldg 10.pdf  
363K

Exhibit 10A-1 Police Nuisance Noise Calls To VTO Bldg 10 Veena Johnson Complaints.pdf  
548K

Exhibit 10A-7 MPD Issues Nuisance Noise Citation To Resident Above Plaintiff 10-302 Also Sent To HUD Investigator Along w Exhibits 10 to 10a 5.pdf  
201K

Exhibit 11 11A Attorney McKinney Requests HUD Investigator Contact Info Prior To 3 Mar 22 Eviction Hearing.pdf  
498K

Exhibit 14 Attorney McKinney Text Message Confirmation Naima Hull HUD Confirms Investigation Still Active and Ongoing On or Prior To 28 Feb 2022.pdf  
179K

Exhibit 25 Request To Staci Gilliam For Intervention in Newly Assigned Naima Hull HUD Investigator Now 3 Times Not Contacting Ms. Johnson As Stated With Email Dated 19 Nov 2021 Copied to Ms. Hull.pdf  
83K

SF 95 HUD Tort Claim For Damage Complaint 04 217331 8 Dated 01 Feb 2023 VJ Pg1.pdf  
304K

SF 95 HUD Tort Claim For Damage Complaint 04 217331 8 Dated 01 Feb 2023 VJ Pg2.pdf  
111K

Tort Claim Response Letter From US Dept of HUD Dated 2/21/23



New England

U.S. Department of Housing and Urban Development  
Federal Tort Claims Center  
Office of the Regional Counsel  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Room 310  
Boston, Massachusetts 02222-1092

District Court Doc. 41-1

(617) 994-8250

FAX: (617) 565-7337

February 21, 2023

SENT VIA CERTIFIED MAIL

Velina M. Johnson  
P.O. Box 231015  
Montgomery, AL 36123

Exhibit 1

RE: Administrative Tort Claim (Claim ID #1204)

Dear Mr. Johnson:

This is to inform you that the United States Department of Housing and Urban Development hereby denies the administrative tort claim you submitted on February 1, 2023 seeking [REDACTED] in damages based on HUD's processing of your fair housing complaint (HUD Case No. 04-21-7331-8).

Please be advised that if you do not agree with this decision to deny your claim, pursuant to the Federal Tort Claims Act, you may bring suit against the United States in an appropriate United States District Court no later than six (6) months after the date of mailing of this notification of denial. 28 U.S.C. § 2401(b).

Sincerely,



Derya Samadi

Regional Counsel for New England

Exhibit 1

