IN THE UNITED STATES DISTRICT COURT
THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

Dewanna Johnson, Sheilla Nathan, Alonzo Tutson, Evora Sykes, Chanell Hobbs, Revisha Silas, Evette Townsend, Plaintiffs,	*	
	*	Case No. 4:25-CV-00418-ALM
v.	*	JURY DEMAND
Providence Homeowners Association, FirstService Residential Texas, Inc., Defendants.	*	

AMENDED COMPLAINT

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I. Introduction

1. This case involves Defendants' actions that twice enacted rules prohibiting members of the Providence Homeowners Association (PHOA) from renting to Housing Choice Voucher (voucher) tenants, if the property owner chose to do so, and other rental restrictions that work to ban voucher holders from residing in PHOA. The Rules, both the No Section 8 Housing policy and the other rental restrictions (Rules), were enacted with the purpose of excluding Black or African American residents from living in PHOA. The discriminatory housing practices by Defendants PHOA and its property manager Defendant FirstService Residential, Texas, Inc. (FirstService) made housing unavailable because of race and color and discriminated in the terms and conditions of rental of dwellings because of race and color and sex in violation of the Fair Housing Act. The discriminatory housing practices include Defendants' failure to take meaningful action to address the intimidation, the racial hostility, and the harassment because of race against voucher tenants, against owners renting PHOA homes to voucher tenants, and against members of the PHOA who opposed the ban on renting to voucher tenants.

2. On January 14, 2025, the Secretary of the U.S. Department of Housing and Urban Development (HUD) issued a Charge of Discrimination against Providence Homeowners Association, FirstService Residential, Jennifer Dautrich, and Cody Watson regarding fifty-three administrative Fair Housing Act Complaints filed with HUD. In this Charge, the HUD Secretary has determined that reasonable cause exists to believe that discriminatory housing practices have occurred because of race or color in violation of the Fair Housing Act with respect to these 53 complaints and authorized and directed the issuance of the Charge of Discrimination.[1]

[1] The Redacted HUD Notice and Charge of Discrimination (Charge) and Determination of Reasonable Cause (Determination) is Exhibit 1 to this Amended Complaint.

3. The 53 HUD Complaints were brought by voucher tenants, owners of PHOA property who rented homes to voucher tenants, two housing authorities, and PHOA residents who opposed the ban renting to voucher tenants and rental restrictions. These Complaints alleged that the PHOA, FirstService, PHOA Board President Jennifer Dautrich, and property manager Cody Watson discriminated because of color or race in violation of the Fair Housing Act through the enactment and enforcement of rental rules that prohibited homeowners from renting to tenants who receive assistance through the federally subsidized voucher program that is also known as Section 8.

4. HUD's Charge of Discrimination and Determination of Reasonable Cause is based on a HUD Final Investigative Report (FIR). 42 U.S.C. § 3610(g)(2)(B). Plaintiffs obtained the FIR for HUD's Charge for the Providence Village complainants from HUD after the Charge was issued, and this FIR is 1003 pages. Excerpts of this FIR are attached as Exhibit 2 to this Amended Complaint.

5. The Fair Housing Act mandates that any resolution of HUD's Charge of Discrimination shall require the consent of the aggrieved persons on whose behalf the Charge is issued. 42 U.S.C. §3612(e).

6. Plaintiffs are 7 Complainants covered by this Charge of Discrimination and Determination of Reasonable Cause. Plaintiffs and Counsel for Plaintiffs received the Charge of Discrimination on January 14, 2025.

7. Since an election was made by a party to the Charge after HUD issued the Charge, the Fair Housing Act mandates that the U.S. Attorney General commence and maintain a lawsuit on behalf of the aggrieved parties in a United States District Court 30 days after an election by a party has been made pursuant to 42 U.S.C. § 3612(o)(1). Despite this statutory mandate, the U.S. Attorney General did not file a lawsuit on behalf of the aggrieved parties at the expiration

of thirty days from the elections that had been timely made. The U.S. Attorney General does not intend to file a lawsuit despite the issuance of this Charge of Discrimination.

8. If the U.S. Attorney General of the Department of Justice had prosecuted the lawsuit pursuant to the Charge, the Fair Housing Act requires that Attorney General prosecute the case at no cost to the aggrieved persons. 42 U.S.C. § 3612(o)(1); EX 1- p. 3 (pdf).

9. In addition to their individual claims, Plaintiffs Dewanna Johnson and Sheilla Nathan seek to represent a Rule 23(b)(2) class for injunctive relief of all aggrieved persons who have been harmed by Defendants' ban on leasing to voucher tenants, other rental restriction policies and racial hostility actions. The class does not include the two housing authorities who filed HUD complainants and have also filed lawsuits. Plaintiffs Johnson and Nathan also seek to represent a Rule 23(b)(3) damages class of voucher tenants harmed by the enactment of the rules.

II. Jurisdiction and Venue

9. This Court has jurisdiction pursuant to 42 U.S.C. §1331 and 42 U.S.C. § 3613(a).

10. Even without a Charge of Discrimination, Plaintiffs, who are aggrieved persons, may file their own private lawsuit under the Fair Housing Act without regards to whether or not the U.S. Attorney General files suit pursuant to 42 U.S.C. § 3613(a).

11. Venue is appropriate pursuant to 28 U.S.C. § 1391(b)(2) because the events giving rise to the claims occurred in Providence Village, Texas which is located in Denton County within the Eastern District of Texas and because the property at issue is located in Providence Village.

III. Parties

A. Plaintiffs

12. Plaintiffs Dewanna Johnson, Sheilla Nathan (formerly Tutson), Alonzo Tutson, Evora Sykes, Chanell Hobbs, Revisha Silas, and Evette Townsend are voucher tenants who resided in

Providence HOA during the No Section 8 Housing ban, the rental rule restrictions, and other discriminatory actions. These Plaintiffs are Black or African American. Plaintiffs Dewanna Johnson, Sheilla Nathan, Evora Sykes, Chanell Hobbs, Revisha Silas, and Evette Townsend are females.

13. Plaintiffs are all "aggrieved persons" within the definition of the Fair Housing Act. 42 U.S.C. § 3602(i).

14. In addition to their individual claims, Plaintiffs Dewanna Johnson and Sheilla Nathan seek to represent a Fed. R. Civ. P. 23 (b)(2) class of all aggrieved persons injured by Defendants' actions and discriminatory housing practices and a Fed. R. Civ. P. 23(b)(3) class of voucher tenants for damages from defendants' practices. These proposed classes do not include the Denton Housing Authority or McKinney Housing Authority and their separate lawsuits and claims.

15. All Plaintiffs filed an administrative complaint of discrimination under the Fair Housing Act with HUD concerning the facts set out in this Amended Complaint. Their HUD complaint tolls the statute of limitations for Fair Housing Act claims during the pendency of the administrative complaint pursuant to 42 U.S.C. § 3613(a)(1)(B).

B. Defendants

16. Defendant Providence Homeowners' Association or PHOA is a homeowners' association for a neighborhood of single-family homes in Providence Village, Texas and is a non-profit corporation incorporated under Texas law on June 12, 2022.

17. Defendant FirstService Residential, Texas, Inc. is a property management company that provides property management services to PHOA pursuant to a contract for services. The Texas Corporate Office for FirstService Residential, Texas, Inc. is 14951 N. Dallas Pkwy., Ste 600, Dallas, Texas 75254.

IV. Facts

A. Background

18. The Town of Providence Village (Town) is an outer-ring suburb of Dallas, Texas, containing five Homeowners Associations, one of which is PHOA which includes over 2,250 houses. EX 1- p. 18.

19. Providence HOA has several unofficial social media groups that often contain explicitly racist and threatening posts, including concerning voucher holders. PHOA Board members belong to and actively engage with content in these groups. EX 1- pp. 18, 20, 26.

20. From 2018 through 2022, the number and concentration of Black residents in Providence HOA was increasing. As of 2022, households were 74% White and 14% Black, its households were 66% owners and 34% renters, and 4% of households used vouchers. EX 1- pp. 18, 26.

21. Around July 2021, following an altercation between a Black teenager and a White teenager, residents began blaming voucher-holders for crime and other problems in Providence HOA, often using racial language, such as "ghetto." EX 1- p. 18. The Defendants lacked evidence of voucher holders responsible for crime, but Board members continued to assign blame to voucher tenants on social media.

22. As of 2021, only 4% of households in Providence HOA used vouchers. Ninety-three percent of voucher-households in Providence HOA are Black. EX 1- p. 18.

23. HUD reports show that 94% of the voucher-households in Providence Village are female head of households as of 2022 and 95% were so as of 2023.

24. The vast majority of the renters in Providence Village are not voucher tenants. The majority of non-voucher renters in Providence Village are White non-Hispanic. According to U.S. Census data, as of 2022 there were over 400 White non-Hispanic renters in Providence Village that are not voucher tenants.

25. The majority of single head of household renters in Providence Village are female head of households. U.S. Census data for 2023-2025 shows total a total of 646 family households. Of the single head of household renters there are 237 female head of household renters and only 17 male head of household renters.

26. The largest federal subsidy in Providence Village is Federal Housing Administration insured and guaranteed home loan mortgages which cover 38% of all of the home loan mortgages in Providence Village. HUD reported that there were 616 Federal Housing Administration insured mortgages in the 2010 U.S. Census Tract 201.06 as of 09/24/2023. PHOA is included in Census Tract 201.06. This is one of the highest Federal Housing Administration loans per housing unit in the Dallas Fort Worth MSA. By contrast to 38% of home mortgages insured and guaranteed by significant federal subsidy of Federal Housing Administration loans, only 2-5% of the homes were rented to federal voucher tenants.

27. Federal voucher tenants typically pay 30% of their income to lease a home with a federal housing voucher. 24 C.F.R. § 982.1(a).

28. The Denton County Appraisal District (DCAD) reported the average market value of homesteaded homes in Providence Village was $234,922 in 2020 and reported that it increased to $246,174 in 2021. It increased to $308,463 in 2022 and to $364,393 in 2023 according to DCAD records.

29. PHOA is run by a Board of Directors in accordance with three governing documents: the Articles of Incorporation, the Bylaws of Providence Homeowners Association, Inc., and the Declaration of Covenants, Conditions, & Restrictions ("Declaration"). Jennifer Dautrich became PHOA Board President on April 7, 2022. She had been an active Board member since 2019, serving first as Treasurer and then Vice President. EX 1- p. 26.

30. The Declaration gives the PHOA authority for the overall development, administration,

maintenance and preservation of the homes and property in PHOA. The Declaration and PHOA Rules are binding on all Persons having any right, title or interest in the PHOA properties and runs with the title to the property.

31. PHOA exercises significant power over the properties in its jurisdiction, including enforcing rules and collection fees. These PHOA powers have governmental qualities.

B. Lead up to enactment of the Rules

32. Around 2018, the PHOA Board of Directors began discussing their perception that the number of rental units in their community was growing and that this was causing problems. What was, in fact, increasing in the PHOA during this time was the number and concentration of Black residents. EX 1- p. 27.

33. HUD's Charge finds and states facts that the events discussed below occurred against a backdrop of escalating tensions in Providence HOA that largely played out in several unofficial social media groups for the HOA. Though the groups were unofficial, many Board members belonged to them and actively engaged with their content. These groups often contained explicitly racist and threatening posts. For example, one post included a photo of a Black man altered to have a rope around his neck, with the caption "This one is not coming back tomorrow." In another post, someone wrote "Borrow a paintball gun. Light them asses up with a florescent yellow paint ball. It would contrast nice with their dark skin." EX 1- p. 26.

34. Around July 2021, Board members and other homeowners in the Town began focusing their concerns specifically on renters using vouchers, even though voucher holders continued to comprise an extremely small percentage of the neighborhood's population. EX 1- p. 27.

35. For several months during 2021, Mr. Cody Watson, the FirstService employee who was the property manager for PHOA, and the PHOA Board worked together to draft the Rental and Leasing Rules (the "Rules"). The Rules prohibited owners from renting to Section 8 voucher

tenants, and imposed other restrictions on rental housing, such as allowing only one rental per property owner. Mr. Watson and the Board acted despite initially being told by the mayor and others that such restrictions might violate fair housing laws. EX 1 – p. 18.

36. During this period, unofficial PHOA social media groups started to become filled with posts blaming voucher-holders for crime and other problems using racial language, such as "ghetto." For example, someone posted "You ever thought maybe some of us don't want to live amongst ghetto poverty crime ridden mentality people? … we get nervous because your type of ghetto minded folks bring the crime level up and make it a dangerous neighborhood." Board members also blamed voucher-holders for crime in social media posts. For example, one Board member wrote "it's called Section 8," then later continued, "It seems like the neighborhood is plagued with convicts, GET OUT!!!" EX 1 – p. 27.

37. FirstService employee and PHOA property manager, Cody Watson, worked with PHOA on steps they could take to limit voucher-holders in their neighborhood. At the time, Mr. Watson advised the Board that he thought such actions would be unlawful and that his manager at FirstService agreed. Ms. Dautrich, however, appealed to someone higher up at FirstService, and after that Mr. Watson continued to assist the PHOA Board with their efforts to limit voucher tenants. On October 29, 2021, Ms. Dautrich posted on social media that she spoke to officials in Savannah (a nearby neighborhood also managed by FirstService) and that the Board had "been fed misinformation" but will meet in a few weeks to discuss. EX 1 – p. 28.

38. Residents of PHOA provided their views to the PHOA Board on these efforts to limit voucher tenants, often by tagging them in posts on social media. For example, one owner tagged Ms. Dautrich in a post that said:

> "I think the main things is just to be careful how you word it in the bylaws … it can't come off as being discrimination against protected classes (race, sex, etc). It's usually easier to put bylaws with restrictions on rentals (number allowed per investor, total % of the

neighborhood, etc) which then results in fewer section 8 types/fewer rentals overall." EX 1 – p. 28.

39. The Rules were based on those from Savannah, Texas, and Mr. Watson exchanged over ten drafts with the PHOA Board during this process. Mr. Watson flagged that restrictions on voucher-holders would be a challenge to enforce because PHOA and FirstService did not track rentals, let alone which tenants used vouchers, but the Board dismissed these concerns and vaguely discussed hiring additional staff. EX 1 – p. 28.

40. The Rules provided that no rental home could be publicly financed or subsidized. The ban in the Rule is entitled "Section 8 Housing Restriction," but it bans and eliminates all forms of government assistance. They also prohibited short term rentals, limited owners to one rental property, and required owners live in the home for a period of time before renting it out. The Rules stated that owners could be charged hundreds of dollars per week for noncompliance with the Rules. EX 1 -p. 28.

41. The PHOA Board's governing documents did not give it the authority to directly enact the Rules; rather a vote by a majority of property owners was needed. On November 30, 2021, Ms. Jennifer Dautrich, proposed amending PHOA's governing documents to give the Board the authority "to adopt rules for the rental, leasing, and tenant occupancy" (the "Amendment") instead of conducting a vote on the Rules themselves. EX 1- p. 18.

42. In support of the Rules, Ms. Dautrich discussed property maintenance and crime in the general area, but she did not support her conclusions with any data. EX 1 - p. 18. Defendants have since claimed that the Rules were necessary to address crime, maintenance issues, and property values, but HUD found that Defendants have no comprehensive sources of information to show that these were real problems– let alone problems cause by voucher-holders- when they began pursuing the Rules, nor have they acquired such information. EX 1- p. 18.

43. The Dallas, Denton, and McKinney Housing Authorities prohibit giving vouchers to tenants for violent or drug-related activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises. 24 C.F.R. § 982.553; Housing Authority Administrative Plans. Voucher tenants will lose their voucher if engaged in such criminal activity while leasing with a voucher. Plaintiffs do not have such criminal convictions and have maintained eligibility for their vouchers.

C. Enactment of the Rules

44. Voting for the Amendment opened on February 7, 2022. The Board planned to hold the vote open until enough votes were received for the Amendment to pass, which they had not done for prior amendments. EX 1- p. 18.

45. In response to dozens of emails, on February 15, 2022, FirstService included a "Q&A" about the Amendment and a link to the draft Rules in its weekly email newsletter. The Q&A made clear that "No lease, Section 8 or otherwise, will be terminated immediately." FirstService included the full Q&A in its newsletter at least a dozen more times. EX 1 – p. 19.

46. Landlords with voucher tenants reached out to the PHOA Board to ask that if crime or maintenance issues were truly the concern the Board provide them with additional details so they could address any specific problems. The Board never responded to these requests. EX 1-p. 19.

47. While voting was ongoing, posts about voucher-holders in the PHOA unofficial social media groups were rampant with racial posts. For example, one post showed the mug shots and arrest record for a Black man, who the poster presumed was a voucher-holder, with the caption "Damn this ghetto ass neighborhood is on a roll!!! Hide Your kids cause section 8 is on the loose!!!" The post garnered about 100 comments, many of them using extreme language in talking about voucher-holders, such as one referring to the man as a "the dumb ass sec 8 pos" and another referencing "ghetto trashy areas that are full of pos renters and section 8." Ms.

Dautrich joined the comments on this post to promote the Amendment. EX 1 – p. 19.

48. Around April 2022, Ms. Dautrich organized a group of twenty-three homeowners – including another PHOA Board member – to form an Amendment Committee, which went door-to-door trying to persuade owners to vote for the Amendment. Mr. Watson and the Board were in contact daily to track how many more votes were needed, who voted, how they voted, and which houses the Committee should target next. EX 1 – p. 19.

49. The PHOA Board and FirstService inundated owners with automated email reminders, the frequency of which Mr. Watson increased to daily. Board and Committee members also promoted the Rules heavily on social media. EX 1 – p. 19.

50. No prior PHOA amendment efforts prompted the formation of a special committee, a coordinated canvassing campaign, or this level of promotion by FirstService or the Board. EX 1- p. 19.

51. In May 2022, the Amendment received enough votes to pass, so Mr. Watson closed online voting. On June 1, 2022, in a special open meeting, the Board provided owners one last chance to vote even though they knew that the Amendment had already passed. EX 1 – p. 19.

52. On June 6, 2022, in another open meeting, the Board voted unanimously to approve a revised version of the Rules, and on June 14, 2022, they were finalized and recorded. Despite earlier pledges not to displace residents immediately, the Rules as enacted did not preclude this. The Board announced that enforcement would begin in ninety days, and Mr. Watson told some residents it would begin in as little as thirty days. EX 1 - p. 19. These adopted Rules contained a "Section 8 Rent Restriction" governing the leasing of homes in PHOA that stated:

> **Section 8 Housing Restriction.** A Rent House may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing.

53. The Rules also contained other rental restrictions on PHOA owners for leasing homes in

PHOA including:

> **One Rent House Limit**. A person may only own one Rent house in the Subdivision at a time. "Rent House" means an occupied house that is (x) not an Owner Occupied Home, or (y) a house that has been vacant for three (3) or more months. "Owner Occupied Home" means a house in which at least one occupant is an Owner or Owner's spouse, or is related to an Owner or Owner's spouse by blood, marriage, adoption, or formal guardianship, and for which occupants do not pay rent….
>
> **Initial Owner Occupancy Term**. An Owner must reside in the home for the first twenty-four (24) consecutive months after acquiring an ownership interest in the home before the Owner may rent or lease the home pursuant to these Lease Rules.

54. The Leasing Rules were later revised to set fines of $200 per week for an owner's failure to register the rental with the HOA and $200 per week for "Unauthorized Rental."

55. The Rules did not set out any procedure for the owner to follow to end a violation of the Section 8 Housing Restriction. The PHOA's governing Declaration provides that if the owner does not cure the violation, the PHOA may take enforcement action and impose fines in accordance with applicable law. The Rules specifically provide that the PHOA itself may take enforcement action against violations of the Rules without incurring any liability to the owner: "for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant." The governing Declaration gives the PHOA the ability to use self-help to remove any "person . . . that violates the Declaration or other governing documents." The self-help includes "force as may reasonably be necessary…."

56. The PHOA Rules apply to all of the PHOA homes under the governing PHOA covenants.

D. Aftermath of enactment of the Rules

57. With the enactment of the Rules, landlords in PHOA started telling voucher tenants that they had to move immediately, leading to frantic searches for alternative housing. In the wake of the Rules' enactment, several voucher-households have moved away from PHOA. EX 1 – p. 19.

58. On June 8, 2022, several residents who opposed the Amendment gathered in a park by a lake to discuss the vote. An Amendment Committee member photographed the group, which

included children, and another resident posted the photograph to social media with the caption "Here's a great pic depicting the very F**king Idiots that help to Ruin our lovely town of Providence Village!!" This incident was reported to Mr. Watson and the PHOA Board, explaining the fear it and other social media posts had caused. Mr. Watson and the Board had mediated other neighborhood disputes, but the only action they took in response to this complaint was to put a reminder in their weekly newsletter about "our communal obligation to each other to uphold community standards." EX 1 - p. 20.

59. After the Rules' passage, racist posts continued to fill the Town's unofficial social media groups. Sometimes these posts specifically named residents who had opposed the Amendment. These posts also often contained negative stereotypes of Black people and many were threatening. For example, one resident referred to voucher-holders as "wild animals" and "lazy entitled leeching TR@SH," while another post refenced "the hood mentality." Someone else posted an image of a Halloween costume labeled "Providence Village Renter." The label showed a photo of a Black woman, lists a "sassy attitude," "weapons," "a section 8 voucher," and "24 hours to live," and says "PREVIOUS FELONY CONVICTIONS INCLUDED!!!!" EX 1 - p. 20.

60. On August 5, 2022, PHOA and FirstService entered into a stipulation with HUD stating Defendants would not actively enforce some of the Rules during the HUD investigation of the HUD complaints.

E. Texas Outlaws the HOA's prohibition on renting to voucher tenants and the PHOA Board enacts new rental restrictions

61. On June 18, 2023, Texas passed a state law barring homeowner associations from restricting property owners' choice of renting to tenants based on the tenant's source of income, including housing choice vouchers, which became effective on September 1, 2023.

62. On June 26, 2023, the PHOA Board adopted a resolution to amend the Leasing rules by

removing all references to Section 8 Housing and adopting Amended and Restated Leasing Rules.

63. During the summer and fall of 2023, racial tensions in PHOA related to voucher holders continued to build. In July and November 2023, the National Justice Party (NJP), a White nationalist organization, protested just outside of Providence Village with fliers that said "an overwhelming majority of section 8 recipients are composed of Black Americans" who bring "unimaginable violence." EX 1 - p. 20. Many voucher tenants residing in PHOA received NJP fliers on their doorstep along with a bag of deer corn.

64. In February 2024, the Board met with their state representative to discuss alternative ways to get voucher-holders out of PHOA.EX 1 - p. 20.

65. On May 10, 2024, the Board adopted the "Second Amended and Restated Rental and Leasing Rules," which limited owners to one rental property each. Because most voucher-holders in Providence Village rented from a few large landlords, this rule would in practice have similar results as the prior outright ban. The new rules also limited the number of rental units to twenty-five percent of the lots in PHOA. EX 1 – pp. 21-22.

66. On July 30, 2024, the PHOA Board adopted the "Third Amended and Restated Rental and Leasing Rules." These new Leasing Rules continue the One Rent House Limit from the original June 2022 Rules and continue the initial owner occupancy rule from the June 2022 Rules requiring the owner to reside in the home for the first 24 months prior to leasing. The 25% Rental Cap enacted on May 10, 2024 remains in effect but has been expanded to require a PHOA Owner to get on the PHOA waiting list if you desire to lease your home.

F. Intimidation and Racial Harassment Throughout the Process

67. HUD found that from the lead up to the Rules' enactment through its aftermath, residents directed aggressive and threatening posts at voucher-holders. For example, one post said "Back

in the day, when a community didn't like someone they banned together to make said persons life a living hell to the point they left." Another resident threatened "they might just leave in a coroner's wagon!!" and "kids will get SHOT." Posts like these were also directed at residents who supported voucher-holders and opposed Rules. Despite being well aware of such conduct, neither the PHOA Board nor FirstService ever did anything meaningful to address it. EX 1-p. 21.

68. Some posts were directed at female voucher tenants. For example, one post said "get your section 8 asses out of town now bitches [explosion emoji] and don't let the door hit you in your fat ass mouths!!" EX 1 - pp. 34-35; EX 2 -p. 72.

69. Many social media posts threatened bodily harm to Black voucher tenants. For example, one comment directed at Plaintiff Revisha Silas stated "All I know is that the property I just sold use to be the center trading town where they hung all the blacks [shrug emoji] look it up you live right next to it [laughing emoji]." EX 1 – p. 35.

70. One form of racial harassment by White PHOA members was the use of social media groups focusing on PHOA members and residents to disseminate explicitly racist and threatening posts concerning voucher holders. PHOA Board members belonged to and actively engaged with the content in these groups. EX 1- pp. 18, 20, 26. These posts focused on the factors used in the campaign to pass the No Section 8 Housing restriction – the alleged criminal conduct by voucher household members and the alleged refusal of voucher holders to comply with PHOA standards. The racial harassment continued after the enactment of the Rules with ongoing posts or acts communicating threats or insults. *See* Amended Complaint ¶¶19, 21, 33, 36, 47, 58, 59, 69, 72, 75, 85, 86, 161, 163, 170. Some threats communicated that the voucher tenant's home location was known. Some of these threats and insults were in person. *See*, ¶74.

71. The social media posts contributed to the exclusion of the voucher holders from their houses in PHOA. The posts were used to encourage PHOA owners to vote for the No Section 8

Housing provision of the PHOA Rules. See Board President post cited at Ex 1-pp. 29-30. Once the No Section 8 Housing provision passed, the posts disseminating racial threats and insults had the effect of communicating the need for voucher holders to leave PHOA. The social media posts created a racially hostile living environment in PHOA.

72. The HUD FIR contains numerous examples of racially hostile social media posts including:

> Specifically, Ms. Jernagin mentioned seeing comments which referred to Section 8 participants as "hoodlums", referred to the neighborhood as "the hood", and "that they need to leave" on the Nextdoor app. Ms. Jernagin said there was also discussion about how "Savannah kicked out" its Section 8 participants from their neighborhood. EX 2 -p. 22.
>
> I'm just a sh*t talking conservative on Facebook that wants the ghetto Tr@sh out of our neighborhood along with hundreds of other homeowners!! [winking emoji]. EX 2-p.73.
>
> They're NOT all gone!! The biggest Ghetto 8 mooching conniving Tr@sh just unpacked her Shit!! Ex. 2-p. 67.
>
> Kind of sad though homeowners in an HOA can't vote to get rid of ghetto garbage. EX 2- p.71.
>
> If this town is threatening you and being a racist community to you then why are you fighting so hard to stay. EX 2 -p. 70.

73. HUD's FIR contains examples of some of the voucher tenants who filed Fair Housing complaints with HUD and who also reported offensive social media posts (SM) they encountered is: EX 2- p. 3 (DeWanna Johnson SM), EX 2-p. 5, 6 (C. B., SM), EX 2-p. 7 (Alonzo Tutson SM), EX 2-pp. 57 (Jones SM). This is not an exhaustive list.

74. HUD's FIR also contains the reports of some of the voucher tenants who filed Fair Housing complaints and who also reported specific instances of in person hostility, threats, or insults (IP) they encountered: EX 2-pp. 3-4 (DeWanna Johnson IP), EX 2-p. 7 (Hooper IP) EX 2-p. 10 (Bailey surveillance), EX 2-p. 19 (Vida IP), EX 2- p.19 (Jernagin IP), EX 2- p.13 (Alonzo Tutson), EX 2-p. 27 (Evora Sykes), EX 2-p.30 (Evette Townsend IP), EX2 -p. 34(Sheneka Morris IP), EX 2-p. 69 (Melissa Sykes IP), EX 2-p. 18 (Franklin IP). This is not an

exhaustive list.

75. HUD found that Defendants failed to take prompt action to correct the racial intimidation and harassment of Black PHOA residents and of Black voucher tenants. Despite being well aware of these actions and the distress they were causing, neither the Board nor FirstService took any meaningful actions to address them. PHOA Board members actively participated in the social media groups in which this content was posted. Several Board members admitted seeing aggressive comments in these groups, and Mr. Watson admitted having multiple discussions with Board members about them. Mr. Daniel Puffer, one PHOA resident who opposed the Rules, emailed Mr. Watson and the Board details of some of these incidents with screenshots, but they declined to do more than put a reminder about community standards in the weekly newsletter. EX 1 – p. 35.

76. This inaction stands in contrast to the actions that Mr. Watson and the PHOA Board took regarding more minor incidents. Mr. Watson mediated many disagreements between residents, such as issues with dogs barking, cars blocking driveways, blocking mailboxes, trespassing, and not mowing lawns, among others. EX 1 – p. 35.

77. Defendants did not comply with the HUD Stay Stipulation requirements for receiving, recording, and addressing voucher residents' complaints of racial harassment by other PHOA residents. Defendants refused to enforce the provision of the Stay Stipulation stating that if the Board receives a formal complaint of racial harassment of a resident by a Providence resident, it will take notice of and record the complaint, promptly address the complaint in a manner consistent with all applicable PHOA policies and protocols, and advise the complaining party of the right to file a Fair Housing Act complaint and explain where it can be filed. There are several instances in the HUD record in which a PHOA resident made such a formal complaint of racial harassment by a PHOA resident. In none of these instances did the Defendants even

mention the Fair Housing Act. EX 2-pp. 47, 77-79, 83, 84.

78. Other voucher tenants reported that Defendants took no action in response to complaints of Fair Housing harassment by PHOA members. Ms. Joyce confronted Cody Watson, and he dismissed her complaints about the post. EX 2-p. 48. C.B. stated that Jennifer Dautrich, and the Mayor, Linda Inman are on these pages frequently and have never spoken up to tell people to stop or made any attempt to address the behavior. EX 2-p. 6. Tyler-Gentry stated she witnessed several racially motivated statements being posted on Facebook groups that she belongs to. Tyler-Gentry stated she brought her concerns to the HOA and to the City Council via email to no avail. EX 2-p. 41.

79. There is no record that the Defendants have a policy or protocol to address such complaints. Mr. Watson was not aware of any provisions in the Bylaws addressing conduct between residents. The Defendants did have and did use a procedure for resolving non-Fair Housing Act related complaints. EX 2- p. 83.

80. Mr. Watson was made aware of harassing comments on social media from Don Fisher, Roland Clark, and Jennifer Dautrich and added that he did not recall the exact context of these comments. Mr. Watson was aware that some people were "trolling and whatever they do on there." Mr. Watson did not recall if he told anyone at FirstService about this. Mr. Watson was not aware of any Bylaws or FirstService policy that would make harassment or social media bullying a violation. EX 2- p. 83. When asked if the incidences of harassment were tracked in any way, Mr. Watson said, "Not." EX 2- p. 83. When asked if the Providence HOA had an anti-discriminatory policy, Mr. Watson did not know. When asked if FirstService had an anti-discriminatory policy, Mr. Watson believed they did and did not know it this policy was publicly available. EX 2- p. 85.

G. The facts demonstrate the *Village of Arlington Heights* evidence of violation

of the Fair Housing Act because of race or color

81. HUD issued a Charge and made a Determination of Reasonable Cause that Defendants discriminated on the basis of race and color against Complainants, including Plaintiffs. HUD's Charge and Determination set forth factors according to the Supreme Court framework for circumstantial evidence according to the case *Village of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252, 266-68 (1977). EX 1 - pp. 37-40. The facts set forth in HUD's Charge and Determination for these factors are incorporated into this Amended Complaint. EX 1.

82. HUD finds discrimination in violation of the Fair Housing Act by examining evidence of the *Village of Arlington Heights* factors: (1) whether the consequences of an action bear more heavily on certain groups; (2) the historical background of the action; (3) the sequence of events leading up to the action; (4) departures from normal procedural process; (5) departures from normal substantive criteria; and (6) the legislative and administrative history. EX 1-pp. 37-40.

83. HUD finds that the consequences of the Defendants' actions and the Rules predominantly and disproportionately impacted people who are Black. Nearly all of those targeted by PHOA's efforts are Black. The Board and other PHOA residents knew that by targeting voucher-holders they would be targeting the Town's Black residents, and they acted on this knowledge. The Board members and other residents often connected or conflated the Black residents with Black voucher tenants and presumed that when an incident involved someone Black that the person was a voucher holder. EX 1-p .37.

84. HUD finds that the historical background reveals that the inception of the Rules began when the number and concentration of Black residents in the Town was increasing. Residents were conflating being Black with being a voucher-holder. EX 1-p.37. The second set of rental restriction rules in May 2024 were passed against the backdrop of explicitly racist and

threatening posts and two protests by a White nationalist group. Residents who shared these views were some of the most vocal proponents of the Board's continued efforts to restrict voucher-holders. The Board disavowed the protests but did not once consider backing down from the enactment of the rental restrictions even though they knew of the racist posts by residents. EX 1-pp. 37-38.

85. HUD finds that the sequence of events shows that by enacting the Rules and subsequently trying to achieve the same result through other means, Defendants acted on and gave effect to discriminatory views about voucher-holders. Board members actively participated in social media groups where posts routinely used racial language and stereotypes for voucher-holders, such as "ghetto," "trash," "lazy," "riff raff," and "wild animals." Rather than distancing themselves from these posts, Board members and Amendment Committee members responded with positive emojis or used them as jumping off points to promote the Amendment. Board members and Amendment Committee members also joined other residents on social media in presuming whenever a crime was committed that the perpetrator was a voucher-holder, especially when the person was known to be Black. EX 1-p. 38.

86. Further, HUD finds that refused to do anything meaningful in response to repeated requests by opponents of the Rules to curb the aggression and threats being directed at them for supporting their predominantly Black voucher-holder neighbors. Mr. Watson admitted discussing the tenor of the social media comments with multiple Board members, yet Respondents let the hostility continue to escalate, despite taking action to address and end less severe neighborhood disputes. EX 1-p. 38.

87. HUD finds procedural departures with the enactment of the No Section 8 Housing policy and rental restrictions and that Defendants "pushed the Rules forward with unusual fervor and urgency." EX 1-p. 38. No other vote prompted the Board to create a special committee, to

undertake a coordinated canvassing campaign, or to promote the issue so vehemently by email and on social media. HUD finds that:

> From the outset, the Board planned to hold open the vote until the Amendment passed, which it had never done before, and it made a show of collecting in-person votes at the June 1st meeting, even though by that point the results were set. The Board and the Amendment Committee also stoked confusion over the effect of the vote, the draft rules, and the Q&A document, and then took no questions or comments from residents when finally voting on the Rules themselves, despite holding the vote during an open meeting. Although the Q&A assured residents they would not lose their housing or tenants mid-lease, that was precisely what the Board tried to do when the Rules first passed. EX 1-p. 39.

88. HUD finds that the Defendants also continued to seek ways to implement the Rules even after they were invalidated by state law and even after committing not to do so through the Stay agreement. Defendants sought to ensure a specific outcome, rather than engage in and act based on an informed discussion with the full community. EX 1-p. 38.

89. HUD finds substantive departures for Defendants' actions including that they had no data, studies, or other comprehensive sources of information to show that voucher holders were causing crime, maintenance or property values issues. HUD finds the lack of support by Defendants to correspond with actions based in discriminatory biases and stereotypes. The Defendants also did not meaningfully consider any less drastic alternatives before proceeding with the Rules. EX 1-p. 39.

90. The legislative and administrative history is detailed by HUD's Charge and Determination. Defendants were determined and proceeded to enact the Rules in the face of legal concerns. Throughout the process, residents told the Board that they believed the Rules to be racist, but the Board did not even pause to take these views into account. To the contrary, when Mr. Watson initially flagged legal concerns with the Rules, Ms. Dautrich sought out another FirstService representative who could overrule his opinion. When the Rules went into effect, Mr. Watson immediately made exceptions for many of the provisions but refused to do so

for the voucher-holder rule despite a flood of requests. EX 1-p. 40.

91. HUD states that "taking all of this evidence into account, there is reasonable cause to believe that Respondents PHOA, FirstService, Dautrich, and Watson discriminated because of race and color in violation of Subsections 804(a) and 804(b) of the Act." EX 1-p. 40.

92. HUD states that reasonable cause for issuance of a charge of discrimination is based on "the totality of the factual circumstances known at the time of the decision," and HUD "shall consider whether the facts concerning the alleged discriminatory housing practice are sufficient to warrant the initial of a civil action in federal court" per 24 C.F.R. § 103.400(a)(2).

H. The facts demonstrate a Prima facie case of Disparate Treatment from the Defendants' No Section 8 Housing rule

93. In addition to the evidence of the *Village of Arlington Heights* factors, the totality of the facts, including the facts in the Charge and this Amended Complaint, also demonstrate a prima facie case of disparate treatment of Plaintiffs on the basis of race or color in violation of the Fair Housing Act regarding the Defendants' No Section 8 Housing rule.

94. Plaintiffs are Black or African-American and are members of a group protected by the Fair Housing Act.

95. All Plaintiffs were qualified to rent houses in PHOA and did in fact rent homes in PHOA as shown by their leases and vouchers for their rentals.

96. The Plaintiffs and other Section 8 voucher tenants residing in PHOA were rejected and banned from the houses they were already leasing in PHOA by Defendants' enactment of the No Section 8 Housing rule. Defendants enacted the No Section 8 Housing rule with the intent of removing the Black voucher population already residing in the PHOA and preventing additional Black voucher tenants from residing in PHOA. The existing voucher renters living in PHOA at the time of the enactment of the No Section 8 Housing rule was 92.7% Black. The No Section 8

Housing ban was enacted by PHOA with the direction and assistance of FirstService. HUD's Charge finds reasonable cause for determination the ban was a discriminatory housing practice. EX 1-pp. 37-40. The Defendants continued to implement the No Section 8 Housing rule despite the Stay and continued to seek ways to remove voucher tenants from PHOA.

97. After the No Section 8 Housing rule was enacted, the rental housing in PHOA remained available to similarly situated White non-Hispanic tenants who lease homes without vouchers. The ban was intended to remove the voucher population from renting housing in PHOA but not to ban rentals to tenants who leased without a voucher. The rental housing in PHOA remained open to the similarly situated tenant population who lease without a voucher in PHOA, and these tenants are majority White non-Hispanic. Amended Complaint, ¶ 24. The rental housing in PHOA also remained open to the similarly situated tenant population who lease without a voucher in Denton County, and these tenants are majority White non-Hispanic.

I. The No Section 8 Housing policy caused a disparate impact on Black voucher tenants

98. The Defendants' enacted official policy banning PHOA homeowners from leasing to Section 8 voucher tenants (No Section 8 Housing policy) is the policy challenged as causing a disparate impact on Black voucher tenants. The No Section 8 Housing policy was enacted by PHOA and its agent FirstService, enforced despite the HUD stay, and implemented from June 1, 2022, until Defendants removed it from the rules, after the passage of the state law prohibiting such provisions. The No Section 8 Housing policy was enacted specifically to make housing in the PHOA defined community unavailable to tenants who sought to use the Section 8 Housing program.

99. The Defendants' No Section 8 Housing policy caused a statistically significant adverse disparate impact on Blacks by prohibiting existing Black voucher tenants from leasing in PHOA.

Specifically, Defendants' No Section 8 Housing policy was a direct cause of a statistically significant diminution in the amount of rental housing for Black voucher tenants available in the PHOA before the No Section 8 Housing policy was enacted. As of July 27, 2022, immediately after the enactment of the policy, there were 165 dwelling units in PHOA that were available to and being leased by voucher tenants. In fact, 153 of the tenants in these dwelling units were Black voucher tenants who chose to live in the PHOA, and 10 were White non-Hispanic voucher tenants who chose to live in the PHOA. EX 2 -p. 91. All of these existing voucher rental homes were intended to be made unavailable under the No Section 8 Housing policy.

100. The diminution in available units from full implementation of the No Section 8 Housing policy was statistically significant. The statistical measure of the policy's projected rejection rate for Black occupied voucher units was (92.7%) compared to the projected rejection of White occupied voucher units (5%). This ratio of these rates shows a rejection ratio that greatly exceeds the standard measure for discrimination and is evidence of disparate impact caused by the PHOA ban on vouchers rule. The rejection rate ratio as of this date shortly after the enactment is 18.4 which significantly exceeds the 1.25 rejection rate ratio measure for discrimination.

101. The No Section 8 Housing policy caused landlords in PHOA to make housing unavailable by refusing to continue renting to existing PHOA Section 8 Housing tenants. The No Section 8 Housing policy was the direct cause of voucher tenants moving out of otherwise available dwellings and out of PHOA.

102. The No Section 8 Housing policy was an artificial, arbitrary and unnecessary barrier to the rental of homes in PHOA by voucher tenants and was enacted with the purpose of prohibiting Black voucher tenants from residing in PHOA and from future Black voucher tenants from residing in PHOA. The No Section 8 Housing policy robustly caused the discriminatory effect.

103. The No Section 8 Housing policy was an arbitrary and unnecessary policy as it failed to address any asserted PHOA goals of reducing crime or preventing the lowering of property values or the failure to maintain properties. The HUD Charge specifically makes the finding that Ms. Dautrich and PHOA had no data to support their conclusions on crime, property maintenance and property values. EX 1-p.18. The No Section 8 Housing policy was unnecessary as the PHOA and its agent First Service could have taken other actions within its rules to address these issues with regard to specific residents without banning the entire voucher population from living in PHOA. Defendants consistently resolved individual resident compliance issues on an individual basis. EX 1-p. 35. Defendants could have notified the property owner or the relevant housing authority of voucher tenant violations of law and Defendants' standards. It was arbitrary because Defendants lacked evidence showing the existing PHOA voucher tenants caused any crime increase, or maintenance issues or lower property values when it enacted the No Section 8 Housing policy. EX 1-p. 18. The Defendants lobbied for and passed the No Section 8 Housing policy as an arbitrary reaction to the increase in Black tenants in PHOA regardless of whether or not they were voucher tenants. EX 1-p. 27.

104. The No Section 8 Housing policy is a change in prior PHOA policy that caused a significant disparate impact on Black voucher renters compared to Whites in violation of the Fair Housing Act. Prior to the PHOA ban on vouchers, leasing to voucher tenants was permitted in the PHOA under their rules and a small number of voucher tenants leased homes in PHOA. From 2018 to 2022, the voucher population began to increase in PHOA. EX 1-p. 18. The voucher tenants in PHOA were predominantly Black. Only after the number of Black residents increased in PHOA did the PHOA change its rules in 2022 to enact the No Section 8 Housing policy. EX 1-p. 27 n.8, n.9.

105. The June 2022 change in the PHOA rules by Defendants enactment of the No Section 8

housing policy does not impact all residents in PHOA nor does it impact all PHOA tenants. This change in policy only impacts voucher tenants. The policy does not make dwellings unavailable to non-voucher PHOA tenants. The disparate impact from the change in policy to the No Section 8 Housing policy is not caused by the geographic location of the PHOA voucher group as that group has changed in number over the course of the years prior to the No Section 8 Housing policy being enacted. The change in policy made housing unavailable to existing and future PHOA voucher tenants.

106. The No Section 8 Housing policy is targeted at removing a specific group of tenants – those in the PHOA who were predominantly Black and not those voucher tenants geographically dispersed in the metroplex. The policy caused a diminution in voucher units that is limited to the PHOA designated boundaries and does not reach a larger area such as a census tract.

107. The robust causation established by the No Section 8 Housing policy causes more than a mere racial imbalance between Black and white voucher tenants. The policy directly caused Black voucher tenants to move out and was intended to cause the eviction of all Black voucher tenants. This policy caused landlords to stop leasing to voucher tenants. This policy was targeted at Black voucher tenants to cause them to move and cause and stop other Black voucher tenants from moving to PHOA. The No Section 8 Housing policy caused Plaintiffs to suffer from racial hostility from the PHOA residents.

108. The No Section 8 Housing policy was implemented by Defendants. Amended Complaint ¶¶ 88, 96, 98, 100, 109, 115.

J. The No Section 8 Housing policy caused a disparate impact on female head of household voucher tenants

109. The enacted PHOA Rules banning voucher tenants and enacting rental restrictions are a The Defendants' official No Section 8 Housing policy is the policy challenged as causing a disparate impact on female head of household voucher tenants compared to male head of

household voucher tenants in violation of the Fair Housing Act. The No Section 8 Housing policy was enacted by PHOA and its agent FirstService, enforced despite the HUD stay, and implemented from June 1 until removal from the rules after the passage of the state law on July 30, 2023. The No Section 8 Housing policy made dwellings unavailable to female head of household voucher tenants. The enforcement of the ban on vouchers took place despite the stay. Amended Complaint ¶¶ 77, 88, 98, 137, 140, 141, 142.

110. Defendants' No Section 8 Housing policy was a direct cause of a statistically significant, diminution in the amount of rental housing units for female head of household tenants available in the PHOA before the No Section 8 Housing policy was enacted. As of the HUD 2022 Picture of Subsidized Housing report for vouchers located in Providence Village, 94% of those units were dwelling units that were available to and were being used by female head of household voucher tenants. 6% of those units were dwelling units that were available to and were being used by male head of household voucher tenants. All of these units were to be made unavailable under the No Section 8 Housing policy.

111. The No Section 8 Housing policy causes a statistically significant, adverse disparate impact on females by disproportionately making units unavailable to a 95% female head of household group. The policy directly causes a statistically significant discriminatory effect on females. The statistical measure of the rejection rate of PHOA female head of household voucher units (95%) compared to male head of household voucher units (5%) greatly exceeds the standard measure for discrimination and is evidence of disparate impact caused by the PHOA ban on vouchers rule. The rejection rate ratio in 2023 is 15.5 which significantly exceeds the 1.25 rejection rate ratio measure for discrimination. The enacted policy directly and robustly caused the discriminatory effect on female head of household voucher tenants.

112. The No Section 8 Housing policy was an artificial, arbitrary and unnecessary barrier to

rental of homes in PHOA by voucher tenants and was enacted with the purpose of prohibiting Black female voucher tenants from residing in PHOA and from future Black female voucher tenants from residing in PHOA.

113. As set out above at paragraphs 21, 99,108, the No Section 8 Housing policy was a robust cause of the discriminatory impact and an arbitrary and unnecessary barrier to available dwelling units. The robust causation established by the No Section 8 Housing policy causes more than a mere imbalance between female head of household and male head of household voucher tenants. The No Section 8 Housing policy directly caused voucher tenants to move out. This policy caused landlords to stop leasing to voucher tenants. EX 1-pp 19, 33 n. 28, 36.

K. Defendants and their agents are responsible for the actions being challenged.

114. Defendant FirstService Residential is the agent of PHOA for the management of the PHOA through a written contract, the FirstService Management Agreement, entered on September 1, 2021. EX 2-pp. 86-87. Cody Watson, FirstService's employee, was employed by FirstService as the managing agent and General Manager for PHOA from 2009 to December 21, 2022. EX 2-p. 81. It was in this capacity that Mr. Watson signed the Notice of Filing the June 28, 2022, Resolution adopting the Providence Rental and Leasing Rules as the Managing Agent for the Providence Homeowners Association, Inc.

115. Defendant First Service's employee Cody Watson took actions related to the adoption and implementation of the Rules in his capacity as the Managing Agent and General Manager for the PHOA. Some of these actions are set out at paragraphs 35, 37, 52, 76 and as follows.

116. Mr. Watson obtained the comparable rules with the No Section 8 Housing provision from the Savannah HOA, another FirstService Residential managed homeowner association with rules banning Section 8 voucher rentals.

117. Mr. Watson wrote the first draft of the proposed Rules and edited each of the additional

drafts.

118. FirstService employees administered the PHOA election that passed the rules that allowed PHOA Board to adopt the Rules. EX 1 –p. 19.

119. Mr. Watson ran the PHOA Board meeting at which the Board accepted that election results and formally adopted the changes approved by the election. https://youtu.be/ar-NAa3by4s, https://youtu.be/BagzVsS4xW4.

120. Mr. Watson responded to the requests by landlords and tenants on the application of and interpretation of the Rules.

121. Mr. Watson received the PHOA residents' complaints of racial harassment made by PHOA members to cause voucher tenants to leave Providence, and he presented the complaints to the PHOA Board, without providing the Fair Housing Act compliance activities required by the Stay.

L. The enactment of the No Section 8 Housing rule imposed the obligations in that provision without further enforcement

122. The Resolution adopting the Rules took full force and effect upon recordation. The Resolution was recorded on June 29, 2025. The Board gave notice that Section 8 voucher tenants with a lease dated before June 15, 2022 could finish out their lease term. However, voucher tenants with a lease after June 15, 2022 must vacate by September 6, 2022, giving these tenants 70 days to vacate their homes. Voucher tenants on 12-month leases dated before June 15, 2022, would have to leave quickly if less than 30 or 60 days remained on their lease.

123. The following notice was given by a PHOA landlord with a voucher tenant whose lease predated June 15, 2022, but whose lease would expire on July 31, 2022.

> My tenant is currently leasing the property in Providence Village, TX 76227. The lease will expire on 31-Jul-2022. As a result of recent changes from HOA, I am forced to serve this notice that I cannot renew the lease going forward for her. Please consider this as 45 days notice to vacate as required in lease. She will need to vacate by 7/31/2022 and I have notified her via phone, text and this email. Even though I wanted her to stay longer, I can't

extend the lease due to the new HOA rules. EX 2-p. 66.

124. Even before the Rules became effective, Defendants had stated that Section 8 rental properties were to be immediately terminated while non-Section 8 rentals could remain so long as the tenancy was registered with the PHOA. Voucher tenants and voucher landlords began immediately to comply with the No Section 8 Housing provision.

125. Mr. Watson provided the following statements in response to a June 8, 2022, email from a landlord email.

> Any rental property that is non section 8 will be allowed to stay as long as each property is registered within 90 days of the new rules being filed with the county. That process will be complete in the next week or so. For those owners already owning more than 1 property, there will be no penalties (as long as the registration for each property is completed) but those owners will not be allowed to purchase any additional properties.
>
> At the time the new rules are recorded they become part of the enforceable governing documents. Any section 8 properties will then receive a violation notice giving them 30 days to comply. If at the end of that 30 days the home is still section 8, then the weekly fine of $300/week would begin to apply. Thank you for your time. EX 2-p. 65.

126. An email from Plaintiff and Complainant Revisha Silas to HOA Manager, Cody Watson, asked if voucher tenants would be required to move or if they would be allowed to stay until their lease was up. Mr. Watson responded that a fine of $300 a week would be assessed until the home was no longer providing housing to those under federally subsidized assistance. EX 2-p. 68.

127. A June 16, 2022 message states: “Any current owner renting out homes over the 1 home limit, that are not publicly financed or a subsidized housing program such as Section 8, may continue to rent their homes provided each home is registered and the registration fee is paid” The screenshot shows the message is from Cody Watson. EX 2-p. 74.

128. On June 14, 2022, a landlord wrote to Mr. Watson:

> I have 5 rental homes in Providence Village and none has Section 8 (never have and never will). I bought these homes in 2015. Does the new restriction mean I am in violation and should sell 4 of the 5 houses in order to comply with the new rule? When rules such as

these are adopted, I am surprised to see no grandfather exemption for current owners.

Mr. Watson responded that this landlord would not have to sell, but she could not purchase any more homes and would need to register them again whenever there was a new tenant. EX 2-pp. 89-90.

129. On June 13, 2022, voucher tenant Valarie Hooper wrote to Mr. Watson:

> "I moved in Providence Village here from Wisconsin. I now here that there will be No Section 8. Yes, I have a Section 8 voucher. I last heard those with a lease already would be Grandfather in. Am I going to be forced to move?"
>
> Mr. Watson replied:
> "The HOA is not forcing anyone to move The board of directors passed rules that do not allow section 8. Once those rules are filed likely this week owners of Section 8 properties will begin to receive violations. After 30 days there are fines that will be imposed." EX 2-p. 90.

130. On June 14, 2022, Ben Fang wrote to Watson:

> "Can I get some guidance on what the new rental rules means for me. I have two rental properties purchased years ago and both have tenants none section 8. Am I required to sell one of them?"
>
> Mr. Watson replied:
> "No you do not have to sell your homes. Any current owner renting out homes over the 1 home limit that are not publicly financed or a subsidized housing program such as Section 8 may continue to rent their homes provided each home is registered and the registration fee is paid Additionally no additional homes may be purchased by this owner." EX 2-p.90.

131. The enforcement of the No Section 8 Housing provision continued after the Stay.

132. On December 6, 2022, Mr. Watson sent FirstService Compliance Officer Garcia an email that read: "This has been identified as a rental property. Please add it to the list and start the violation process." In a separate email sent that same day Mr. Watson wrote to Garcia:

> "This is on the section 9 [sic] rental site fyi. I think it might be good to set a weekly reminder to check this site for any new properties listed. I don't know if there are tenants moved in yet fyi. You know the play from here." EX 2-p. 88.

133. The record shows voucher tenants complying with the No Section 8 Housing provision by moving from PHOA and landlords revoking voucher leases beginning on June 29, 2022

and continuing. The voucher tenants generally stated reasons for the move include: 1) The landlord has given notice that the lease will be revoked, 2) the landlord has revoked the lease, 3) several months are needed to find another home where the landlord will accept Section 8, and 4) the racial hostility of PHOA members. The landlords generally state the ban on voucher rentals and the risk to their investments posed by the No Section 8 provision is the reason requiring their voucher tenants to leave PHOA.

134. The following pages from Exhibit 2 FIR are excerpts from voucher tenants who filed HUD complaints and who moved as a result of the Rules: EX 2-pp. 8, 10-12, 17, 18, 20, 23, 26, 29, 30, 32, 33, 46, 49.

135. The record contains evidence from non-voucher Black tenants who were treated by White residents as if they were voucher tenants. EX 2 -pp. 40-46.

136. The following pages from Exhibit 2 FIR are excerpts from landlords with voucher tenants whose tenants were required to move: EX 2 -pp. 24, 31, 36, 39, 40.

M. The No Section 8 Housing rule was enforced and implemented by Defendants despite the HUD Stay.

137. The HUD Stay stipulation did not include or stay the PHOA enacted lease addendum Rule requiring voucher landlords and voucher tenants to sign a lease addendum to be bound by the obligation that no Section 8 participant shall live in the house.

138. The enacted PHOA Rules included a Lease Addendum. In addition to the Section 1(ii) Section 8 Housing Restriction, there are Additional Leasing Rules including Section 2 (iii). This section 2(iii) states that all tenants and all landlords must sign a lease addendum stating they agreed to be bound by all of the restrictions including "No Section 8 Housing. A Rent House may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing."

139. On August 5, 2022, the PHOA President and FirstService signed a Stay stipulation

with HUD that four specified provisions of the Rules would be suspended for the duration of the agreement. This selection of the provisions for the Stay included only Sections 1: (i) The Section 8 Housing Restrictions, (ii) One Rent House provision, (vii) Damages, and (3) Fines. The Stipulation does not include Additional Leasing Rule Section 2 (iii) requiring the Lease Addendum.

140. The Defendants continued to require voucher tenants and landlords to comply with the lease addendum including the "No Section 8 Housing" provision. On March 15, 2023, HUD emailed Defendants that HUD believed Defendants "Threatened continued enforcement of the "Section 8 Housing Restriction," by requiring homeowners and tenants to complete and sign a Tenant Registration Packet that states, inter alia, that tenants receiving public assistance are not permitted in the HOA (violation of Agreement Provision 2)." EX 2- p. 80.

141. During the Stay, several voucher tenants were confronted by a demand to sign the PHOA Lease Addendum that included the No Section 8 Housing provision. Some examples from HUD's FIR include:

> Taylor, Takeya stated the landlord told her she would need to move, but then said she could sign a new lease that would allow her to stay until May 2023. She stated the lease was an addendum which stated that those on Section-8 were prohibited. She stated Ryan told her if she did not sign it, she would have to move. She signed addendum. EX 2-p.9.
>
> Voucher tenant Billingsley, Shermea moved out. The landlord sent her a Notice of Non-Renewal via certified mail on or around August 2022. But before receiving the Notice of Non-Renewal her landlord had sent her the lease addendum form on or around June 6, 2022. She refused to sign because she was worried that if she signed it, then the HOA would be able to "kick us out" for violating the lease. EX 2- p. 49-50.

142. On December 14, 2023, the Melos, a landlord, provided HUD with copies of the leases for the tenants to show lawn care expenses and that they were still required to sign an addendum stating their rent house may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing. EX 2- p. 76.

V. Plaintiffs' Facts

Dewanna Johnson

143. Plaintiff Dewanna Johnson is a female head of household Black voucher recipient who resided in PHOA during the enactment of the Rules and who continues to reside there. Ms. Johnson's children reside in the home with her.

144. Ms. Johnson converted her rental voucher into a homeownership voucher after the passage of the Rules which means she is currently paying to own her home in PHOA. HUD explains that the Housing Choice Voucher (HCV) homeownership program allows families that are assisted under the HCV program to use their voucher to buy a home and receive monthly assistance in meeting homeownership expenses. The program is limited to first-time homeowners who have received housing counseling and meet the minimum income requirements. Ms. Johnson is purchasing the home that was her former rental home in PHOA where she leased the home with her voucher.

145. Ms. Johnson was renting her home with a voucher at the time the Defendants enacted the No Section 8 Housing policy and rental restrictions in June 2022. With the passage of the Rules, Ms. Johnson felt unsafe and planned to move out of the PHOA, but she could not find a landlord to lease a home to her with her voucher despite trying for three to four months and 15-20 houses. Her PHOA landlord informed Ms. Johnson that she would have to leave her rental home in PHOA at the end of her lease because of the passage of the Rules. Ms. Johnson was denied the rental of her existing PHOA home because of the Defendants' Rules. Ms. Johnson's landlord decided to sell her home in PHOA that she been leasing to Ms. Johnson because of the passage of the Rules. Ms. Johnson worked with her former landlord to purchase the home in PHOA that she had been leasing by changing her rental voucher into a homeownership voucher.

146. When the Rules were enacted, Ms. Johnson felt like she was "living in hell" due to the

circulating racial hostility in PHOA. She does not allow her children to go to the pool or park or use the neighborhood amenities due to the racial hostility towards voucher tenants.

147. Ms. Johnson continues to live in PHOA and is continuously aware of the ongoing racial hostility towards Black voucher tenants. Plaintiff suffered and continues to suffer emotional distress at the discrimination against voucher tenants because of race and because of the racial insults and hostility directed at voucher tenants on the PHOA social media sites.

Sheilla Nathan (Tutson)

148. Plaintiff Sheilla Nathan (formerly Tutson) is a voucher tenant who resided at PHOA for over six years with her then husband Plaintiff Alonzo Tutson and their three children. Ms. Nathan was married to Plaintiff Alonzo Tutson at the time of the events in this Amended Complaint, but they are no longer married. Their children attended local public schools and Ms. Nathan and Mr. Tutson were active in their community. Both Ms. Nathan and Mr. Tutson were employed while living in PHOA and are employed now.

149. Both Ms. Nathan and Mr. Tutson saw and have continued to see the scathing, insulting, and racially hostile social media comments made by persons representing themselves as PHOA members. They became concerned with the safety of their children in this hostile living environment. This has caused ongoing emotional distress for them.

150. After the Rules were enacted in June 2022, their landlord asked them to move several months prior to the end of their lease. The owner and landlord of the PHOA home that they leased is not a natural person but is a corporate entity that did not reside in the home for the first 24 months after acquisition and thus did not meet the new rental rules. Ms. Nathan and Mr. Tutson had lived in the same house in PHOA with the same landlord for the entire time they lived there. Their landlord has asked them to move out sooner than the end of their lease because of the Rules banning voucher tenants and the rental restrictions on landlords.

151. Being forced to move disrupted their lives and caused Ms. Nathan emotional distress. She had to engage in a difficult search to find new housing that would accept the voucher, and there were limited options available. She and Mr. Tutson had to relocate their children to new schools. They incurred expenses in moving as well as emotional distress at leaving their long-time home and community.

152. Plaintiffs Sheilla Nathan's PHOA home was made unavailable to her because of race and her sex.

153. Plaintiff Ms. Nathan suffered and continues to suffer emotional distress at the discrimination against voucher tenants because of race and because of the racial insults and hostility directed at voucher tenants on the PHOA social media sites.

Alonzo Tutson

154. Plaintiff Alonzo Tutson resided in Providence HOA with his then wife Sheilla Nathan and their children for over six years. He and his wife leased a home in PHOA using a voucher. Plaintiff Alonzo Tutson is a U.S. veteran.

155. In June 2022, Mr. Tutson was subjected to surveillance and video recording at a meeting with an ex PHOA board member and current city official to discuss the enactment of the Rules.

156. Being forced to move disrupted his life and his family's lives and caused Mr. Tutson emotional distress. He and Ms. Nathan had to engage in a difficult search to find new housing that would accept the voucher, and there were limited options available. They had to relocate their children to new schools. They incurred expenses in moving as well as emotional distress at leaving their long-time home and community.

157. Plaintiff Alonzo Tutson's PHOA home was made unavailable to him because of his race.

158. Plaintiff Mr. Tutson suffered and continues to suffer emotional distress at the discrimination against voucher tenants because of race and because of the racial insults and

hostility directed at voucher tenants on the PHOA social media sites.

Evora Sykes

159. Plaintiff Evora Sykes is a voucher holder who rented a home in PHOA from April 2018 through July 2022. Ms. Sykes resided in the PHOA home with her two children until the Rules were enacted. Both of her children attended the local public school.

160. As a result of the June 2022 PHOA rule banning voucher tenants, she was forced to move out of PHOA. The unexpected, involuntary move was difficult for Ms. Sykes and her family. The Complainant incurred expenses associated with moving to a new home. She has incurred other expenses related to this move. This caused emotional distress for her.

161. After the PHOA new policy banning vouchers and restricting rentals was passed, there were many racial and intimidating statements made about voucher tenants in Providence Village on social media by white residents of Providence Village. There were racial and intimidating statements directed towards her. This intimidation and harassment was because of her race or color and was connected to her rental of her home. This has caused ongoing emotional distress for her.

162. Plaintiff Sykes' PHOA home was made unavailable to her because of her race and sex.

163. Plaintiff Sykes suffered and continues to suffer emotional distress at the discrimination against voucher tenants because of race and because of the racial insults and hostility directed at voucher tenants on the PHOA social media sites.

Chanell Hobbs

164. Plaintiff Chanell Hobbs is a voucher tenant who leased a home in PHOA. She lived in PHOA with her three children. She moved to Texas in March 2021 to escape a domestic violence situation. She moved into Providence Village in May 2022. Plaintiff Chanell Hobbs is referred to by her initials C.H. in the HUD Charge.

165. Plaintiff moved out of PHOA because of the enactment of the Rules banning vouchers and the rental restrictions and was unable to complete her lease term due to the Rules. She was concerned with the academic effect of withdrawing her children in the middle of school and having to transfer to new schools due to the need to move. It was a stressful and difficult situation to find new housing that would accept her voucher and to move her children to new schools. She incurred moving expenses and other expenses in her housing search. She experienced emotional distress from being forced to move suddenly and from the racial and intimidating statements made about voucher tenants in PHOA.

166. Plaintiff Hobb's PHOA home was made unavailable to her because of her race and sex.

167. Plaintiff Hobbs suffered and continues to suffer emotional distress at the discrimination against voucher tenants because of race and because of the racial insults and hostility directed at voucher tenants on the PHOA social media sites.

Revisha Silas

168. Plaintiff Revisha Silas is a voucher tenant who leased a home in PHOA. She resided at the home in PHOA with her four children. She moved to Texas to escape a domestic violence situation. She applied to over 100 places before finding an owner willing to lease a unit to her with a voucher.

169. Plaintiff Revisha Silas moved into PHOA in May 2021. The lease was amended in April 2022 to extend the lease for another three years. However, the new leasing Rules enacted in June 2022 prevented her from completing her lease. The landlord of her PHOA home did not meet the rental restrictions enacted in the new June 2022 Rules. As a result of the new Rules, Ms. Silas had to move out of PHOA. She incurred moving expenses and other expenses in her housing search. She experienced emotional distress from being forced to move suddenly and from the racial and intimidating statements made about voucher tenants in PHOA. Plaintiff Revisha Silas

is referred to as R.S. in the HUD Charge.

170. After the PHOA new policy banning vouchers and restricting rentals in PHOA was passed, there were many racial, hostile, and intimidating statements made about voucher tenants in Providence Village. Since the implementation of the policy, Ms. Silas has been experiencing racially hostile statements by white homeowners of Providence Village HOA directed towards her. She has video of residents filming her and her children. She has screen shots of social media posts with racially hostile, vicious, and hateful slurs directed towards her and the voucher families in PHOA. One racially intimidating and threatening post about her was a reference to lynching or hanging Blacks. Determination, page 12. HUD found that heated social media posts contained negative stereotypes of Black people, were threatening, and at times, specifically named Revisha Silas.

171. Another racially threatening social media post concerning voucher tenants threatened the voucher tenants' safety for remaining in PHOA. The post referenced the PHOA Rules being passed and it was now time for the voucher tenants to leave.

172. Plaintiff Silas' PHOA home was made unavailable to her because of her race and sex.

173. Plaintiff Silas suffered and continues to suffer emotional distress at the discrimination against voucher tenants because of race and because of the racial insults and hostility directed at her and at other voucher tenants on the PHOA social media sites.

Evette Townsend

174. Plaintiff Evette Townsend is a voucher tenant who leased a home in PHOA. At the time she resided in PHOA her five children under 18 and 1 child over 18 lived with her. The children attended the local public school. She moved to PHOA in December 2021. Plaintiff Evette Townsend is referred to as E.T. in the HUD Charge.

175. As a result of the Rules banning vouchers and the rental restrictions she was forced to

move out of her home prior to the lease ending date. She incurred moving expenses and other expenses in her housing search. Due to the difficulty of finding replacement housing that would lease to her with a voucher, she was forced to live farther away from her doctors as a result of being forced to relocate out of PHOA. She experienced emotional distress from being forced to move suddenly and from the racial and intimidating statements made about voucher tenants in PHOA.

176. After the HOA new policy banning vouchers and restricting rentals in Providence Village HOA was passed, there were many racial and intimidating statements made about voucher tenants in Providence Village on social media by white residents of Providence Village. There were racial and intimidating statements directed towards her. This intimidation and harassment were because of her race or color and was connected to her rental of her home.

177. Plaintiff Evette Townsend's PHOA home was made unavailable to her because of her race and sex.

178. Plaintiff Evette Townsend suffered and continues to suffer emotional distress at the discrimination against voucher tenants because of race and because of the racial insults and hostility directed at her and at other voucher tenants on the PHOA social media sites.

VI. Plaintiffs were injured by Defendants' discriminatory housing practices

179. As a result of Defendants' discriminatory conduct, Plaintiffs suffered actual damages, including emotional distress. EX 1 - p. 21.

180. The Defendants' discriminatory housing practices of enactment of the Rules and racial hostility and intimidation were intentionally inflicted on voucher tenants including Plaintiffs.

VII. Class Action Allegations

181. Plaintiffs Dewanna Johnson and Sheilla Nathan seek to represent two classes: 1) a Fed. R.

Civ. P. 23(b)(2) class of all aggrieved persons who were injured by Defendants' policies and actions for whom injunctive and declaratory relief is sought and 2) a Fed. R. Civ. P 23(b)(3) class of voucher tenants injured by the Defendants' policies and actions for whom an award of damages is sought. The Housing Authority of the City of Denton and the Housing Authority of the City of McKinney are not members of the classes seeking certification and have filed their own lawsuits.

182. The first proposed class is the Rule 23(b)(2) class of all persons who as a result of the No Section 8 Housing policy voucher ban, the other rental restrictions and the racial hostility have suffered adverse effects because of Defendants' discrimination based on race or sex.

183. This proposed Rule 23(b)(2) class is so numerous that joinder is impracticable. This proposed class consists of the 51 aggrieved persons in the HUD Charge (without the 2 Housing Authority complainants) as set out in the HUD Charge, EX 1-p. 17. It also includes other aggrieved persons who were injured but did not file a HUD complaint including 1) other voucher tenants who live or lived in PHOA during the voucher ban and rental restrictions and 2) other PHOA owners who lease or leased their homes to voucher tenants during the ban and rental restrictions. The voucher tenants leasing in the PHOA are estimated by HUD in the HUD Charge to be approximately 2-5% of the 2,250 total houses in PHOA, or 145 at the 5% estimate.

184. There are common questions of law or fact common to the proposed Rule 23(b)(2) class. The HUD Charge and Determination states the evidence of the common questions of law and fact for the aggrieved persons who are HUD Complainants and who are members of this class. EX 1-pp. 38-41. HUD issued the Charge based on the commonality of the issues of fact and law for the 53 Complainants. These same common questions of law and fact similarly apply to the aggrieved persons who did not file HUD Complaints – the other PHOA voucher tenants and PHOA owners who lease to voucher tenants.

185. Plaintiff Dewanna Johnson and Plaintiff Sheilla Nathan's claims are representative and typical of the claims of the proposed Rule 23(b)(2) class. The claims alleged in this Amended complaint are at paragraphs 194 – 207, 209 below and are typical of the claims of the Rule 23(b)(2) class. The conduct that is being challenged – the ban on leasing to vouchers, the rental restrictions that make it extremely difficult to lease a PHOA home, and the racial hostility towards Black voucher tenants - is the same conduct causing the injuries to the voucher tenants, the PHOA owners leasing to the tenants, and to the PHOA owners opposed to this conduct. The claims of the HUD Charge apply to the 53 complainants.

186. The representative Plaintiffs will fairly and adequately protect the interests of the Rule 23(b)(2) class. Plaintiff Dewanna Johnson is a voucher holder who continues to reside in PHOA and remains subject to the Defendants' actions. At the time of the enactment of the No Section 8 Housing rules, she was renting from a PHOA owners. Ms. Johnson had to convert her voucher to a homeownership voucher due to the ban on voucher and rental restrictions as they caused her landlord to no longer lease the home. Plaintiff Nathan is a voucher tenant who needed to move because of the Defendants' policies. Plaintiffs have suffered the same types of injuries as the other Black, female voucher tenants of the proposed Rule 23(b)(2) class.

187. The proposed Rule 23(b)(2) class is appropriate because the Defendants have acted on grounds that generally apply to the entire class. HUD's Charge found the generally applicable grounds for voucher tenants, landlords, and PHOA residents opposed to the ban, rental restrictions, and racial hostility The adverse effects on the class include preventing voucher tenants in PHOA from 1) renting or continuing to rent and 2) inflicting terms and conditions of rental that are different based on race such as the racial hostility and intimidation from the PHOA. The Defendants' have also refused to act to address the racial hostility, threats, and intimidation which is also generally applicable to the class making injunctive relief appropriate.

188. This class is sought pursuant to Fed. R. Civ. P. 23(b)(2) in order to obtain injunctive and declaratory relief for the Defendants' discriminatory actions. These grounds apply generally to the class and would make final injunctive or declaratory relief appropriate to the Rule 23(b)(2) class as a whole.

189. The second proposed class is the Fed. R. Civ. P 23(b)(3) class is of voucher tenants residing PHOA who were and are impacted by the bank on vouchers and/or the rental restrictions and/or the racially hostile living environment in for the award of damages.

190. The Rule 23(a) numerosity requirement is met. In addition to the 40 voucher tenants in HUD's Charge (with 78 children and 12 other adult household members), there are numerous voucher tenants residing in PHOA. HUD's Charge estimates the number of voucher tenants to be 2-5% of the total homes in PHOA. HUD states that as a result of Defendants' discriminatory conduct, the voucher tenants who are HUD Complainants suffered actual damages, including emotional distress. EX 1 - p. 21.

191. The common questions of law and fact are those set out in HUD's Charge and in this Amended Complaint. The voucher tenants have all experienced injuries from the Defendant's enactment of the Rules and the ongoing racial hostility and intimidation. The claims of the Plaintiff representatives are typical of the Rule 23(b)(3) class. These claims are set out in this Amended Complaint at paragraphs 194 – 207, 210. Both Ms. Johnson and Ms. Nathan are voucher tenants who reside or resided in PHOA during the voucher ban and rental restrictions and have suffered injuries from Defendants' actions including the racially hostile environment. They will fairly and adequately protect the interests of the class.

192. The common questions of law and fact predominate over individual questions making Rule 23(b)(3) class of voucher tenants appropriate. HUD's Charge applies to all of the voucher tenant complainants demonstrating

193. Plaintiffs' counsel will seek appointment as class counsel per Rule 23(g). Plaintiffs' counsel have extensive experience in handling significant class actions, including those involving voucher tenants.

VIII. Claims for Relief

194. Plaintiffs incorporate all of the prior paragraphs of the Amended Complaint for the claims for relief.

Count I – Racial Discrimination

195. Defendants' policies and actions enacting the rules banning vouchers and the rental restrictions constitute discrimination on basis of race and color and violate the Fair Housing Act, 42 U.S.C. §3604(a), 24 C.F.R. §100.50(b)(3), 24 C.F.R. §100.70(d)(5), and 42 U.S.C. §3604(b), 24 C.F.R. §100.65(a).

Count II - Racially hostile harassment, threats, and intimidation violate the Fair Housing Act

196. Plaintiffs are Black or African-American and are protected under the Fair Housing Act. Plaintiffs were engaged in the exercise or enjoyment of their fair housing rights while renting homes in PHOA before, during, and after the Defendants' enactment of the No Section 8 policy and other rental restrictions. The Plaintiffs were exercising or enjoying their right to rent housing free from racial harassment, free from threats to leave their home, and free from intimidation because of their race. Defendants threatened, intimidated, or interfered with the Plaintiffs' right to the exercise or enjoyment of rental of their home in PHOA. The facts set out in HUD's Charge, EX 1 pp. 20, 21, 37, 41 and Amended Complaint paragraphs 67-80 contain facts of this harassment, threats, and intimidation. Plaintiffs resided in PHOA during the ongoing racial harassment, threats, and intimidation caused by PHOA residents and PHOA Board members. The online social media from PHOA residents containing racial harassment, threats and intimidation have continued.

197. Defendant PHOA and its agent First Service failed to take reasonable steps to address the ongoing racial harassment, threats and intimidation happening on unofficial PHOA social media sites.

Defendants failed to respond to complaints by Black tenants to the threats of racial violence. Defendants' actions created a racially hostile environment that interfered with the use and enjoyment and conditions or privileges of the rental of Plaintiffs' homes in PHOA. Defendants' actions also made housing unavailable because of race. Plaintiffs and other Black voucher tenants moved out of PHOA in part due to the racially hostile environment caused by Defendants.

198. Defendants' actions threatening, intimidating or interfering with Plaintiffs' use and enjoyment of their rental homes were motivated by an intent to remove Black tenants from PHOA and to ensure that no further Black voucher tenants moved into PHOA. The facts of HUD's Charge and Amended Complaint paragraphs 67-80, 81 – 92, 93 - 97include facts of this motivation.

199. Defendants' actions were taken because of race and violate the Fair Housing Act, 42 U.S.C. §§ 3604 (a), (b), 3617, 24 C.F.R. §100.400(b), (c)(2), (c)(4), and 24 C.F.R. §100.600.

200. Defendants' failure to take action to address the racial hostility, threats and intimidation violate 42 U.S.C. §§ 3604 (a), (b), 3617, 24 C.F.R. §100.7(a)(1)(iii).

Count III – Defendants Failed to take Prompt Action to Correct Racial Harassment, Threats, and Intimidation

201. The Fair Housing Act prohibits intimidation and harassment because of race or because of engagement in activity protected by the Act. Plaintiffs all filed an administrative complaint with HUD that Defendants violated their Fair Housing Act rights. The filing of this administrative complaint is activity protected by the Act. PHOA Black voucher tenants were repeatedly harassed because of their race or because of their pursuit of a Fair Housing complaint. HUD found reasonable cause to determine that Defendants violated the Fair Housing Act with such harassment. EX-1 pp. 37, 40 - 41.

202. Plaintiffs were subject to adverse action because of race and because of the filing of their administrative HUD complaint. After filing their administrative complaint, Defendants failed to take meaningful actions to address complaints concerning racial harassment, threats and intimidation by Black tenants in PHOA. EX-1_HUD Charge pp. 40-41. Defendant PHOA and its agent FirstService

caused a racially hostile environment with the failure to address the racial hostility.

203. HUD's Charge states: "Complainants were repeatedly harassed because of their race, because of the race of those they were supporting, and/or because of their pursuit of a fair housing complaint. For years, Residents posted threatening and derogatory comments about Complainants." EX 1-p. 41

204. HUD's Charge finds that Defendants (or Respondents in the HUD Complaints):

> knew that such harassment was ongoing. Members of the Board were active participants in many of the social media groups in which the harassment occurred and Complainants reached out to Cody Watson and the Board directly about the ongoing campaign of harassment along with the persistent fear it was causing. EX 1

205.HUD's Charge states that Defendants (or Respondents in the HUD Complaints):

> had the power to correct the harassing conduct. In other situations, both before and after the passage of the Amendment, Respondents resolved and mediated disputes between neighbors of about a wide range of issues and even called the police on occasion. …. Despite their knowledge that harassment was rampant for a long time and their ability to take corrective action, Respondents failed to do anything meaningful to stop the harassing conduct or to mitigate its effects. EX-1

Count IV – The No Section 8 Housing policy banning voucher tenants in PHOA caused a significant racial disparate impact

206. The Defendants' enacted No Section 8 Housing policy for PHOA is a change in policy that caused a significant disparate impact on Black voucher renters compared to Whites voucher renters in violation of the Fair Housing Act. The enacted policy banning leasing to voucher tenants violates the Fair Housing Act, 42 U.S.C. §3604(a), 42 U.S.C. §3604 (b) and 24 C.F.R.§100.500, because of the race or color of the voucher tenants.

Count V– The No Section 8 Housing policy banning voucher tenants in PHOA caused a significant disparate impact on the basis of sex, females

207. The Defendants' enacted No Section 8 Housing policy is a change in policy that caused a significant disparate impact on female head of household voucher tenants compared to male head of household voucher tenants in violation of the Fair Housing Act. The enacted No Section 8 Housing policy banning leasing to voucher tenants in PHOA violates the Fair Housing Act, 42

U.S.C. §3604(a), 42 U.S.C. §3604 (b) and 24 C.F.R.§100.500, because of the sex of the voucher tenants.

IX. Prayer for Relief

208. Plaintiffs request the following relief:

a. Compensatory damages, including damages for emotional distress, and punitive damages,

b. Declaratory relief that Defendants' discriminatory housing practices violated the Fair Housing Act, 42 U.S.C. §§ 3604(a), (b), 3617,

c. Injunctive relief to enjoin Defendants, their agents, employees, and successors, and all other persons in active concert or participation with them to:

i. Enjoin Defendants from the operation of the current PHOA rental restrictions,

ii. Enjoin Defendants from enacting future rental restrictions that violate the Fair Housing Act,

iii. Enjoin Defendants from discriminating because of race or color against any person in the sale or rental of a dwelling,

iv. Enjoin Defendants from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, any right granted or protected by the Fair Housing Act,

v. Enjoin Defendants to take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future,

vi. Enjoin Defendants to engage in training for PHOA and FirstService officials and employees on how to comply with the Fair Housing Act and how to prevent future discriminatory housing practices by the PHOA and FirstService,

vii. Enjoin Defendants to take actions by PHOA and FirstService to prevent racial hostility, intimidation, threats for Black members of the PHOA, including 1) adopting rules that prohibit racial hostility and harassment actions that violate the Fair Housing Act, 2) to monitor the

unofficial PHOA social media sites that are used by PHOA members and others to monitor for racial hostility and harassment statements that violate the Fair Housing Act and take appropriate measures to end the use of such hostility and harassment by persons 3) to take specific actions upon complaints from PHOA residents concerning racial harassment or intimidation, and

viii. Any other appropriate injunctive relief.

a. Reasonable attorneys' fees and costs

b. Any such other and further relief deemed proper.

209. The Rule 23(b)(2) Class seeks the following relief:

a. Declaratory relief that the Defendants violated the Fair Housing Act, 42 U.S.C. §§ 3604(a), (b), 3617,

b. Prospective injunctive relief applicable to the aggrieved persons of this class that is set out in 135.c. above,

c. Reasonable attorneys' fees and costs, and

d. Any such other and further relief deemed proper.

210. The Rule 23(b)(3) Class seeks the following relief:

a. Compensatory damages, including damages for emotional distress, and punitive damages,

b. Reasonable attorneys' fees and costs, and

c. Any such other and further relief deemed proper.

X. Jury Demand

211. Plaintiffs demand a jury trial on all triable issues triable by a jury.

Respectfully Submitted,

s/ *Laura B. Beshara*

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Certificate of Service

I certify that on July 22, 2025, I electronically filed this document with the Clerk of the U.S. District Court for the Eastern District of Texas using the electronic case filing system. This was also the method of service of this document upon counsel for the other party in this case.

s/ *Laura B. Beshara*
Laura B. Beshara

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-0500

OFFICE OF THE GENERAL COUNSEL

THESE ARE IMPORTANT LEGAL DOCUMENTS
PLEASE READ THEM CAREFULLY

This envelope contains three legal documents regarding a **Charge of Discrimination** issued by the U.S. Department of Housing and Urban Development (HUD) pursuant to the federal Fair Housing Act.

YOU SHOULD READ THEM ALL CAREFULLY

The first document is an Important Notice (Notice). **IT EXPLAINS YOUR RIGHTS AND RESPONSIBILITIES UNDER THE FAIR HOUSING ACT.** The Notice includes explanations of important deadlines for filing documents with HUD's Office of Administrative Law Judges. Some of these deadlines require you to act quickly, so it is important that you read the Notice promptly. If you are a respondent in this action you have the right to file an answer by the deadline specified in Section II.A of the Notice. If you do not file an answer, you may be subject to a **Default Judgment** against you (see Notice Section II.A)

The second document is a Charge of Discrimination, which **CHARGES THAT THE RESPONDENT(S) IN THIS CASE HAS (HAVE) VIOLATED THE FAIR HOUSING ACT.**

The third document is the Determination of Reasonable Cause upon which the Charge of Discrimination is based.

IMPORTANT LEGAL DOCUMENTS - READ CAREFULLY

IMPORTANT NOTICE

THE ENCLOSED CHARGE OF DISCRIMINATION ISSUED BY THE SECRETARY OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GIVES YOU THE FOLLOWING IMPORTANT RIGHTS AND RESPONSIBILITIES:

I. Election of Civil Action or Administrative Proceeding

If you are either the person charged or any aggrieved person on whose behalf this Charge is brought, you have the right to choose one of two judicial forums in which the issues involved in the Charge will be heard. The two forums are: (1) a United States government administrative proceeding before an independent United States government administrative law judge; and (2) a United States federal district court (district court).

If you want to have your case tried in a United States government administrative proceeding, you need take no action. If you take no action and if no other person decides to go to federal district court, an administrative hearing automatically will be held before an independent United States government administrative law judge.

If you want this matter to proceed to a U.S. federal district court, you must follow the procedure set forth at Section I.C of this Important Notice.

If no person elects to have this matter decided in a U.S. federal district court, an administrative hearing shall commence within 120 days from the date of the Charge of Discrimination, unless impracticable, in which case the administrative law judge will provide the parties with written notification of the reasons therefore. The hearing shall be conducted at a place in the vicinity in which the discriminatory housing practice is alleged to have occurred or to be about to occur. 42 U.S.C. § 3612(b), (g); 24 C.F.R. § 180.600.

If no person elects to have this matter decided in a U.S. federal district court, the administrative law judge shall issue an Order setting forth the discovery schedule, the hearing date, and the location of the hearing.

The proceeding will be conducted in accordance with the Consolidated HUD Hearing Procedures for Civil Rights Matters set forth at 24 C.F.R. Part 180.

A. Advantages of Administrative Proceeding

1. Speed

The administrative hearing process was created by Congress to provide for a quick and inexpensive way to resolve housing discrimination charges. 42 U.S.C. § 3612(d) and (g). The time from the issuance of the Charge until the issuance of the administrative law judge's decision is about six months. In contrast, because of the large number of criminal cases in district courts,

which, under the Speedy Trial Act, take precedence over all other cases, it is not uncommon for civil litigation such as fair housing cases to take on average at least two years to be litigated in district court.

2. Free HUD Counsel

If this case is tried in a United States government administrative proceeding, an attorney from the United States Department of Housing and Urban Development will prosecute the case on behalf of the aggrieved person at no charge. Providing the opportunity to have a United States Department of Housing and Urban Development lawyer prosecute the case was intended by Congress to give aggrieved persons expert advice from lawyers representing the Department that is in charge of implementing the Fair Housing Act.

3. Remedy

The administrative law judge may order injunctive and other equitable relief and monetary relief for actual damages (including damages caused by humiliation and/or emotional distress) and may also impose civil penalties payable to the government.

B. Advantages of District Court Proceeding

1. Jury Trial

If this case proceeds to a district court, any party may choose to have the case decided by a jury.

2. Free Department of Justice Counsel

If the case proceeds to a district court, an attorney from the United States Department of Justice will prosecute the case at no charge.

3. Remedy

The district court may order injunctive and other equitable relief and monetary relief for actual damages (including damages caused by humiliation and/or emotional distress) and punitive damages.

C. Procedure for Making an Election

If you want to have your case tried in district court, you must file a written notice of your election with the Docket Clerk, **no later than 11:59 p.m. eastern time on the 20th day following your receipt of the enclosed Charge of Discrimination**. 42 U.S.C. § 3612(a); 24 C.F.R. § 180.410(b)(2). The preferred method of document delivery is transmittal as scanned (pdf format) email attachments. If email service is not possible, transmission to the Docket Clerk via facsimile (fax) is also acceptable. Hardcopies of original filings are not permitted. To ensure timely receipt by the Docket Clerk, you may wish to request confirmation of receipt via

email. Your election must be sent to the Docket Clerk via email or facsimile (fax) as indicated below:

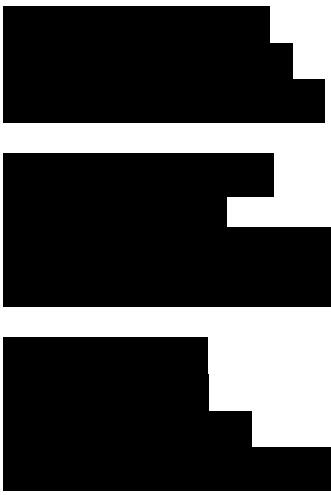
If filing by scanned email attachment send to:
alj.alj@hud.gov.

Facsimile
(202) 619-7304
Attn: Docket Clerk

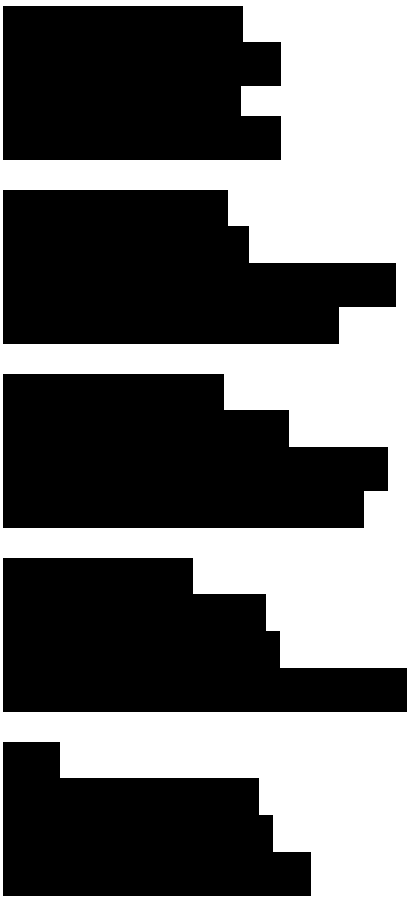
In addition, you must give written notice of your election to go to federal district court to the following individuals using the same means (unless unavailable or impracticable) and at the same time as you provide notice to the Docket Clerk:

COMPLAINANTS:
Dewanna Johnson
[redacted]





Sheilla & Alonzo Tutson
c/o Laura Beshara and Michael Daniel
Daniel & Beshara, P.C.
3301 Elm St.
Dallas, TX 75226
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[redacted]

[redacted]

Evora Sykes
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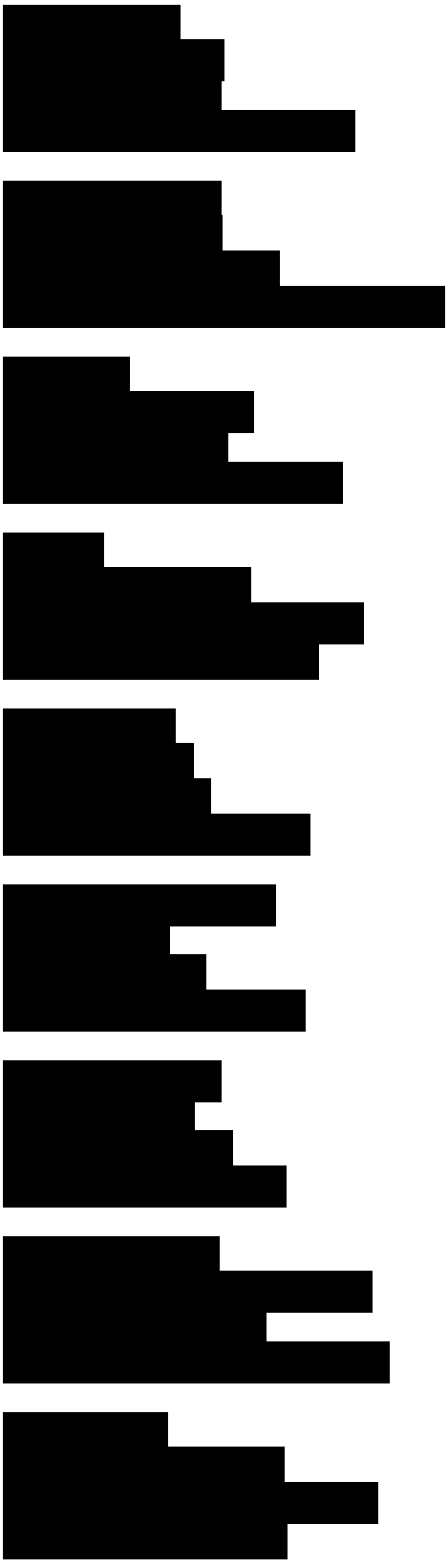
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spratt@relmanlaw.com

McKinney Housing Authority
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Providence Homeowners' Association
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Jennifer Dautrich

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Providence Village, TX 76227-7547

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If a timely election to proceed in federal district court is made, the administrative proceeding will be dismissed.

II. Procedural Rights and Responsibilities for Administrative Proceeding

A. Answer

If you are the respondent in the administrative proceeding, you may file a written answer to the attached Charge by **February 13, 2025** (within 30 days of service of the Charge). 24 C.F.R. § 180.410(b)(4)(ii); 24 C.F.R. § 180.405(d). The preferred method of document delivery is transmittal as scanned (pdf format) email attachments. If email service is not possible, transmission to the Docket Clerk via facsimile is also acceptable. Hardcopies of original filings are not permitted. The answer should be filed) at:

If filing by scanned email attachment send to:
alj.alj@hud.gov.

Facsimile
(202) 619-7304
Attn: Docket Clerk

Any such answer shall include:

1. A statement that the respondent admits, denies, or does not have and is unable to obtain sufficient information to admit or deny, each allegation made in the Charge. A statement of lack of information shall have the effect of a denial. Any allegation that is not denied shall be deemed admitted.

2. A statement of each affirmative defense and a statement of the facts supporting each affirmative defense.

NOTE: If you decline to file an answer by the date specified above, it shall be deemed an admission of all matters of fact recited in the Charge of Discrimination and may result in the entry of a default decision. 24 C.F.R. § 180.420(b).

B. Request for Intervention

If you are the aggrieved person on whose behalf the attached Charge was filed, you may participate as a party in the administrative proceeding by filing a timely request for intervention. In order for requests for intervention to be timely, they must be filed with the Docket Clerk by **March 5, 2025** (within 50 days after the filing of the Charge). 24 C.F.R. § 180.310(b).

C. Discovery

All discovery for the administrative proceeding will be completed 15 days before the date scheduled for the hearing (see Section I, above) or at such time as the administrative law judge shall direct. 24 C.F.R. § 180.500(a). If no person elects to have the claims asserted in this Charge decided in a civil action in district court, a lawyer from the United States Department of

Housing and Urban Development will contact you or your representative to discuss the discovery of information relevant to transactions and events related to the enclosed Charge.

In order to meet your discovery obligations (for either an administrative proceeding or a proceeding in federal court), you should maintain in their current form any and all records, documents, files, or tapes that could pertain to this matter. Discovery of electronic information is treated on equal footing with paper documents. Electronically stored information is defined expansively to include any type of information that is stored on a computer or other electronic medium, including, but not limited to: email messages and attachments; other electronic communications; word processing documents; spreadsheets; tables; data; photographs; sound recordings, and telephone logs. These materials may not be destroyed or altered pending the outcome of this litigation. The destruction or alteration of any evidence concerning this matter could result in sanctions.

To meet your discovery obligations, you should take all reasonable steps to:

- Prevent deleting or discarding any information, including electronic information, related to the matters described in the enclosed Charge of Discrimination.

- Assess how information, including electronic information, is stored, how it can be produced, and what evidence is relevant to the case.

III. Restrictions on Respondent's Sale or Rental of Property

If at any time following the service of the attached Charge, the respondent intends to enter into a contract, sale, encumbrance, or lease with any person regarding the property that is the subject of the Charge, the respondent must provide a copy of the Charge to such person before the respondent and that person enter into the contract, sale, encumbrance or lease. 24 C.F.R. § 180.410(b)(5).

If there is anything in this notice that you do not understand or if you have additional questions, contact: Julia Dykstra at 202-402-2508 or Julia.dykstra@hud.gov.

Enclosures: Charge of Discrimination
Determination of Reasonable Cause
Motion to Proceed via Pseudonym

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARINGS AND APPEALS

Department of Housing and Urban Development, on behalf of [redacted], and [redacted], Charging Party, v. Providence Homeowners Association, Inc., FirstService Residential Texas, Inc., Jennifer Dautrich, and Cody Watson, Respondents.	HUD OHA No: _____ **FHEO Case Nos: 06-22-4391-8, 06-22-4448-8, 06-22-4452-8, 06-22-4488-8, 06-22-4489-8, 06-22-4492-8, 06-22-4494-8, 06-22-4495-8, 06-22-4504-8, 06-22-4505-8, 06-22-4506-8, 06-22-4507-8, 06-22-4508-8, 06-22-4524-8, 06-22-4543-8, 06-22-4583-8, 06-22-4627-8, 06-22-4628-8, 06-22-4630-8, 06-22-4631-8, 06-22-4647-8, 06-22-4648-8, 06-22-4663-8, 06-22-4668-8, 06-22-4669-8, 06-22-4746-8, 06-22-4768-8, 06-22-4784-8, 06-22-4786-8, 06-22-4787-8, 06-22-4805-8, 06-22-4809-8, 06-22-4810-8, 06-22-4827-8, 06-22-4848-8, 06-22-4849-8, 06-22-4912-8, 06-22-4927-8, 06-22-4967-8, 06-22-4991-8, 06-22-5007-8, 06-22-5090-8, 06-22-5127-8, 06-22-5149-8, 06-22-5149-8, 06-22-5153-8, 06-23-5670-8, 06-23-5756-8, 06-23-6137-8, 06-23-6311-8, 06-23-6350-8, 06-23-6365-8, 06-23-6388-8.**

CHARGE OF DISCRIMINATION

I. JURISDICTION

Between June 24, 2022, and June 3, 2023, Complainants filed fifty-three timely Complaints with the U.S. Department of Housing and Urban Development ("HUD"), that were amended between September 13, 2023 and November 8, 2023. The Complaints, as amended alleged that Providence Homeowners Association Inc. ("PHOA"), the president of its board Jennifer Dautrich, its property management company, FirstService Residential Texas, Inc. ("FirstService"), and its property manager Cody Watson discriminated because of race and color in violation of the Fair Housing Act ("Act") through the enactment and enforcement of rental rules that prohibited, inter alia, homeowners from renting to tenants who receive assistance through the Housing Choice Voucher ("HCV") Program.[1]

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination ("Charge") on behalf of aggrieved persons following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. *See* 42 U.S.C. § 3604(g)(1)-(2); 24 C.F.R. § 103.400(a). The Secretary has delegated that authority to the General Counsel, 24 C.F.R. §§ 103.400, 103.405, who has re-delegated that authority to the Associate General Counsel for Fair Housing and the Assistant General Counsel for Fair Housing Enforcement. 76 Fed. Reg. 42,462, 42,465 (July 18, 2011).

By a Determination of Reasonable Cause and No Reasonable Cause issued contemporaneously with this Charge, the Regional Director of the Office of Fair Housing and Equal Opportunity for Region VI has determined that reasonable cause exists to believe that discriminatory housing practices have occurred in this case and has authorized and directed the issuance of this Charge. *See* 42 U.S.C. § 3610(g)(1) and (2)(A); 24 C.F.R. § 103.400(a).

II. LEGAL AUTHORITY AND FACTUAL BASIS FOR THIS CHARGE

Based on the Department's investigation of the allegations contained in the aforementioned Complaints and the Determination of Reasonable Cause and No Reasonable Cause, Respondents are charged with violating the Act as follows:

A. Legal Authority

1. It is unlawful to make a dwelling unavailable because of race or color. 42 U.S.C. § 3604(a); 24 C.F.R. § 100.50(b)(3).
2. It is unlawful "[t]o discriminate against any person in the terms, conditions, or privileges of … rental of a dwelling, or in the provision of services … in connection therewith" because of race or color. 42 U.S.C. § 3604(b); 24 C.F.R. § 100.65(a).
3. It is unlawful "to interfere with any person … on account of his having exercised … any right granted or protected" by the substantive provisions of the Act. 42 U.S.C. § 3617; 24

[1] The Complaints also alleged discrimination based on sex, national origin, familial status, and disability, but the Department issued a no reasonable cause determination on these bases due to lack of information supporting such claims at this time.

C.F.R. § 100.400(b). Such prohibited conduct includes "[r]etaliating against any person because that person has made a complaint … under the Fair Housing Act." 24 C.F.R. § 100.400(c)(5).

4. Intimidation and harassment because of race or color or because of engagement in an activity protected by the Fair Housing Act is unlawful. 42 U.S.C. § 3617; 24 C.F.R. §§ 100.400(b), (c)(2), (c)(4), 100.600. This prohibited conduct includes third parties failing to take prompt action to correct and end such intimidation and harassment when they knew or should have known of the intimidation or harassment and had the power to correct it. 24 C.F.R. § 100.7(a)(1)(iii).

B. Parties

5. Forty Complainants (belonging to thirty-six households) are tenants who receive HCVs and reside in Providence Village, or did so at the time of the events discussed in this Determination. Those Complainants are [redacted]

6. Eleven Complainants own properties in Providence Village and rent to tenants receiving HCVs. Those Complainants are [redacted]

7. Two Complainants are Housing Authorities that administer HCVs in Providence Village. Those Complainants are the McKinney Housing Authority and the Denton Housing Authority.

8. Four Complainants are residents of Providence Village who opposed the actions described in this Determination and the loss of the important benefits from living in a racially integrated community that they allege these actions will cause. These Complainants are [redacted] are Black. [redacted] are White.

9. At least twelve additional adult household members and seventy-eight minor children of Complainants are "aggrieved persons" as defined by Subsection 802(i) of the Act. 42 U.S.C. § 3602(i); 24 C.F.R. § 100.20.

10. Respondent PHOA is a homeowners' association for a neighborhood in Providence Village, Texas and a non-profit corporation, incorporated under Texas law on June 12, 2022.

[2] This Complainant filed her Complaint using the name [redacted], but later informed HUD that she now uses the last name "[redacted]"

[3] Five Complainants are subject to protective orders under the Violence Against Women Act. For that reason, this Charge identifies them by their initials rather than their full names.

11. Respondent Jennifer Dautrich has been the president of PHOA since April 7, 2022, before which she was its vice president.

12. Respondent FirstService provides property management services to PHOA.

13. Respondent Cody Watson is a FirstService employee who was the property manager for PHOA from 2009 until December 31, 2022.

C. Factual Allegations

14. The Town of Providence Village is an outer-ring suburb of Dallas, Texas, containing five Homeowners Associations, one of which is PHOA which includes over 2,250 houses.[4]

15. Providence Village has several unofficial social media groups that often contain explicitly racist and threatening posts. PHOA Board members belong to and actively engage with content in these groups.

16. From 2018 through 2022, the number and concentration of Black residents in Providence Village was increasing. As of 2022, households were 74% White and 14% Black.

17. Around July 2021, following an altercation between a Black teenager and a White teenager, residents began blaming voucher-holders for crime and other problems in Providence Village, often using racial language, such as "ghetto."

18. At the time, only 4% of households in Providence Village used Housing Choice Vouchers. Ninety-three percent of voucher-households in Providence Village are Black.

19. Over the next few months, Mr. Watson and the Board worked together to draft the Rental and Leasing Rules (the "Rules"). The Rules prohibited owners from renting to HCV tenants, and imposed other restrictions on rental housing, such as allowing only one rental per property owner. Mr. Watson and the Board acted despite initially being told by the mayor and others that such restrictions might violate fair housing laws.

20. The Board's governing documents did not give it the authority to directly enact the Rules; rather a vote by a majority of property owners was needed. On November 30, 2021, Ms. Dautrich proposed amending PHOA's governing documents to give the Board the authority "to adopt rules for the rental, leasing, and tenant occupancy" (the "Amendment") instead of conducting a vote on the Rules themselves.

21. In support of the Rules, Ms. Dautrich discussed property maintenance and crime in the general area, but she did not support her conclusions with any data. Respondents have since claimed that the Rules were necessary to address crime, maintenance issues, and property values, but Respondents had no comprehensive sources of information showing these to be real problems – let alone problems caused by voucher-holders – when they began pursuing the Rules, nor have they acquired such information to date.

22. Voting for the Amendment opened on February 7, 2022. The Board planned to hold the vote open until enough votes were received for the Amendment to pass, which they had not done for prior amendments.

[4] From this point forward, "Providence Village" and the "Town" are used to refer to the portion that belongs to PHOA.

23. In response to dozens of emails, on February 15, 2022, FirstService included a "Q&A" about the Amendment and a link to the draft Rules in its weekly email newsletter. The Q&A made clear that "No lease, Section 8 or otherwise, will be terminated immediately." FirstService included the full Q&A in its newsletter at least a dozen more times.

24. Landlords with HCV tenants reached out to the Board to ask that if crime or maintenance issues were truly the concern the Board provide them with additional details so they could address any specific problems. The Board never responded to these requests.

25. While voting was ongoing, posts about voucher-holders in the Town's unofficial social media groups were rampant. For example, one post showed the mug shots and arrest record for a Black man, who the poster presumed was a voucher-holder, with the caption "Damn this ghetto ass neighborhood is on a roll!!! Hide Your kids cause section 8 is on the loose!!!"[5] The post garnered about 100 comments, many of them using extreme language in talking about voucher-holders, such as one referring to the man as a "the dumb ass sec 8 pos" and another referencing "ghetto trashy areas that are full of pos renters and section 8."[6] Ms. Dautrich joined the comments on this post to promote the Amendment.

26. Around April 2022, Ms. Dautrich organized a group of twenty-three homeowners – including another Board member – to form an Amendment Committee, which went door-to-door trying to persuade owners to vote for the Amendment. Mr. Watson and the Board were in contact daily to track how many more votes were needed, who voted, how they voted, and which houses the Committee should target next.

27. The Board and FirstService inundated owners with automated email reminders, the frequency of which Mr. Watson increased to daily. Board and Committee members also promoted the Rules heavily on social media.

28. No prior amendment efforts prompted the formation of a special committee, a coordinated canvassing campaign, or this level of promotion by FirstService or the Board.

29. In May 2022, the Amendment received enough votes to pass, so Mr. Watson closed online voting. On June 1, 2022, in a special open meeting the Board provided owners one last chance to vote even though they knew that the Amendment had already passed.

30. On June 6, 2022, in another open meeting, the Board voted unanimously to approve a revised version of the Rules, and on June 14, 2022 they were finalized and recorded. Despite earlier pledges not to displace residents immediately, the Rules as enacted did not preclude this. The Board announced that enforcement would begin in ninety days, and Mr. Watson told some residents it would begin in as little as thirty days.

31. Although the Board later said that current residents could finish their lease terms up to twelve months, landlords had already started telling HCV tenants that they had to move immediately, leading to frantic searches for alternative housing. In the wake of the Rules' enactment, nineteen voucher-households have moved away from Providence Village, while others who remain continue to live in fear.

[5] All online posts appear as written, including original typographical errors.

[6] "Pos" is a slang term meaning piece of sh*t.

32. On June 8, 2022, several residents who opposed the Amendment gathered in a park by a lake to discuss the vote. An Amendment Committee member photographed the group, which included children, and another resident posted the photograph to social media with the caption "Here's a great pic depicting the very Fu*king Idiots that help to Ruin our lovely town of Providence Village!!"
33. Complainant [redacted] reported the incident to Mr. Watson and the Board, explaining the fear it and other social media posts had caused him and his wife. Mr. Watson and the Board had mediated other neighborhood disputes, but the only action they took in response to Mr. [redacted] complaint was to put a reminder in their weekly newsletter about "our communal obligation to each other to uphold community standards."
34. After the Rules' passage, racist posts continued to fill the Town's unofficial social media groups. Sometimes these posts specifically named residents who had opposed the Amendment. These posts also often contained negative stereotypes of Black people and many were threatening. For example, one resident referred to voucher-holders as "wild animals" and "lazy entitled leeching TR@SH," while another post refenced "the hood mentality." Someone else posted an image of a Halloween costume labeled "Providence Village Renter." The label showed a photo of a Black woman, lists a "sassy attitude," "weapons," "a section 8 voucher," and "24 hours to live," and says "PREVIOUS FELONY CONVICTIONS INCLUDED!!!!"
35. On August 5, 2022, PHOA entered into an agreement with HUD staying enforcement of the Rules.
36. On June 18, 2023, Texas passed a state law barring associations from restricting property owners' choice of tenants based on the tenant's source of income, which became effective on September 1, 2023.
37. During the summer and fall of 2023, racial tensions in Providence Village related to voucher-holders continued to build. In July and November 2023, the National Justice Party, a White nationalist organization protested just outside of Providence Village with fliers that said "an overwhelming majority of section 8 recipients are composed of Black Americans" who bring "unimaginable violence."
38. On February 8, 2024, Ms. Dautrich filed state court proceedings on behalf of PHOA against Complainants [redacted], and [redacted] to take their depositions after the Department declined to disclose certain information about these Complainants. The court dismissed this action as meritless and awarded Complainants attorneys' fees. The court also ruled that the PHOA violated the Texas Citizens Participation Act by interfering with Complainants' rights to petition HUD. These proceedings caused Complainants stress and anxiety and led them to fear for their safety, as their home addresses were publicized through the court filings.
39. In February 2024, the Board met with their state representative to discuss alternative ways to get voucher-holders out of Providence Village, which included his suggestion that "Establishing caps on community rental percentage could limit Section 8 growth."
40. On May 10, 2024, the Board adopted the "Second Amended and Restated Rental and Leasing Rules," which limited owners to one rental property each. Because most voucher-holders in Providence Village rented from a few large landlords, this rule would in practice have similar

results as the prior outright ban. The new rules also limited the number of rental units to twenty-five percent of the lots in Providence Village.

41. From the lead up to the Rules' enactment through its aftermath, residents directed aggressive and threatening posts at voucher-holders. For example, one post said "Back in the day, when a community didnt like someone they banned together to make said persons life a living hell to the point they left." Another resident threatened "they might just leave in a coroner's wagon!!" and "kids will get SHOT." Posts like these were also directed at residents who supported voucher-holders and opposed Rules. For example, one resident posted "I can't wait till one of these Ghetto 8 POS's harm one of the bleeding heart dipsh*ts that supported that failed program!" Despite being well aware of such conduct, neither the Board nor FirstService ever did anything meaningful to address it.

42. As a result of Respondent's discriminatory conduct, Complainants suffered actual damages, including emotional distress.

D. Legal Allegations

43. As described above, Respondents PHOA, FirstService, Dautrich, and Watson made dwellings unavailable because of race and color in violation of Subsection 804(a) of the Act. 42 U.S.C. § 3604(a); 24 C.F.R. § 100.50(b)(3).

44. As described above, Respondents PHOA, FirstService, Dautrich, and Watson discriminated in the terms, conditions and privileges of rental of a dwelling, and in the provision of services in connection therewith, because of race and color in violation of Subsection 804(b) of the Act. 42 U.S.C. § 3604(b); 24 C.F.R. § 100.65(a).

45. As described above, Respondents PHOA and Dautrich interfered with the rights of Complainants [redacted] for engaging in a protected activity under the Act and retaliated against them for their protected activity in violation of Section 818 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.400(b), (c)(5).

46. As described above, Respondents PHOA, FirstService, Dautrich, and Watson failed to take prompt corrective action for the intimidation and harassment of Complainants, in violation of Section 818 of the Act. 42 U.S.C. § 3617; 24 C.F.R. §§ 100.7(a)(1)(iii), 100.400(b), (c)(2), (c)(4).

III. CONCLUSION

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

1. Declares that the discriminatory housing practices of Respondents as set forth above violate the Act, 42 U.S.C. §§ 3604(a), (b), 3617.

2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, from discriminating because of race or color against any person in the sale or rental of a dwelling;

3. Enjoins Respondents, their agents, employees, and successors, and all persons in active concert or participation with them, from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, any right granted or protected by the Act;
4. Mandates that Respondents, their agents, employees, officers, and successors, and all other persons in active concert or participation with them, take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;
5. Awards such actual damages as will fully compensate Complainants and any other aggrieved persons for any and all injuries caused by Respondents' discriminatory conduct, pursuant to 42 U.S.C. § 3612(g)(3);
6. Assesses the maximum civil penalty against Respondents for each discriminatory housing practice, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671(a)(1); and
7. Awards such additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Date: January 14, 2025

Respectfully submitted,

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DETERMINATION OF REASONABLE CAUSE AND NO REASONABLE CAUSE

Case Name: [redacted], et al. v. Providence Homeowners Association, Inc., et al.

Case Numbers: 06-22-4391-8, 06-22-4448-8, 06-22-4452-8, 06-22-4488-8, 06-22-4489-8, 06-22-4492-8, 06-22-4494-8, 06-22-4495-8, 06-22-4504-8, 06-22-4505-8, 06-22-4506-8, 06-22-4507-8, 06-22-4508-8, 06-22-4524-8, 06-22-4543-8, 06-22-4583-8, 06-22-4627-8, 06-22-4628-8, 06-22-4630-8, 06-22-4631-8, 06-22-4647-8, 06-22-4648-8, 06-22-4663-8, 06-22-4668-8, 06-22-4669-8, 06-22-4746-8, 06-22-4768-8, 06-22-4784-8, 06-22-4786-8, 06-22-4787-8, 06-22-4805-8, 06-22-4809-8, 06-22-4810-8, 06-22-4827-8, 06-22-4848-8, 06-22-4849-8, 06-22-4912-8, 06-22-4927-8, 06-22-4967-8, 06-22-4991-8, 06-22-5007-8, 06-22-5090-8, 06-22-5127-8, 06-22-5149-8, 06-22-5149-8, 06-22-5153-8, 06-23-5670-8, 06-23-5756-8, 06-23-6137-8, 06-23-6311-8, 06-23-6350-8, 06-23-6365-8, and 06-23-6388-8

I. Jurisdiction

Between June 24, 2022 and June 3, 2023, Complainants filed timely complaints with the Department of Housing and Urban Development ("HUD") alleging that Providence Homeowners Association Inc. ("PHOA") and its property management company, FirstService Residential Texas, Inc. ("FirstService"), discriminated because of race, color, sex, national origin, familial status, and disability in violation of the Fair Housing Act ("Act") through the enactment of rental rules that prohibited, inter alia, homeowners from renting to tenants who receive assistance through the Housing Choice Voucher ("HCV") Program.[1] Several Complainants also named Jennifer Dautrich, the president of the PHOA, and Cody Watson, the property manager employed by FirstService, as respondents. Between September 13, 2023, and November 8, 2023, the complaints were amended to ensure that all proper respondents, factual allegations, and protected classes were included in each complaint and to revise the date of the last act of discrimination.

Subsection 804(a) of the Act prohibits making a dwelling unavailable to any person because of race, national origin, color, familial status, or sex, and Subsection 804(f)(1) does so because of disability. Subsection 804(b) of the Act prohibits discrimination against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with the rental of a dwelling, because of race, color, national origin, familial status, disability, and sex, and Subsection 804(f)(2) does so for disability. Section 818 of the Act makes it unlawful to intimidate, threaten, or interfere with any person in the exercise or enjoyment of – or on account of having exercised or enjoyed – any right granted or protected by other provisions of the Act, or on account of having aided another in doing such.

II. Parties

A. Complainants

Forty Complainants (belonging to thirty-six households) are tenants who receive Housing Choice Vouchers ("HCVs") and reside in Providence Village, or did so at the time of the events discussed in this Determination. Those Complainants are [redacted],

[1] The HCV program was formerly called the Section 8 program, and is still often referred to by that name. It includes the Mainstream Vouchers and Veterans Affairs Supportive Housing Vouchers, among others. *See HCV Programs and Initiatives*, HUD, https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/programs_and_initiatives (last visited Jan. 6, 2025).

[redacted][3] All of these Complainants except [redacted] are Black.

Eleven Complainants own properties in Providence Village and rent to tenants receiving HCVs. Those Complainants are [redacted]

Two Complainants are Housing Authorities that administer HCVs in Providence Village. Those Complainants are the McKinney Housing Authority and the Denton Housing Authority.

Four Complainants are residents of Providence Village who opposed the actions described in this Determination and the loss of the important benefits from living in a racially integrated community that they allege these actions will cause. These Complainants are [redacted]. [redacted] and [redacted] are Black. [redacted] and [redacted] are White.

In addition to the Complainants listed in this section, at least twelve additional adult household members and seventy-eight minor children of Complainants are also aggrieved persons under the Act.

B. Respondents

Respondent PHOA is a homeowners' association for a neighborhood in Providence Village, Texas and a non-profit corporation, incorporated under Texas law on June 12, 2002.

Respondent Jennifer Dautrich has been the president of PHOA since April 7, 2022, before which she was its Vice President.

Respondent FirstService provides property management services to PHOA.

Respondent Cody Watson is a FirstService employee who was the property manager for PHOA from 2009 until December 31, 2022, when he advanced into another position at FirstService.

III. Complainants' Allegations

Complainants allege that Respondents twice enacted rules preventing members of the Providence Village Homeowners Association from renting to voucher-holders if the property owner so chooses, which they otherwise would be entitled to do. Complainants allege that Respondents enacted these rules with the purpose of excluding residents because of their race,

[2] This Complainant filed her initial Complaint using the name [redacted], but later informed HUD that she now uses the last name "[redacted]"

[3] Five Complainants are subject to protective orders under the Violence Against Women Act. *See* 34 U.S.C. §§ 12291-12514. For that reason, this Determination identifies them by their initials rather than their full names.

national origin, color, familial status, disability, and sex.

IV. Respondents' Defenses

Respondents deny that they discriminated against Complainants because of race, color, national origin, familial status, disability, or sex. Respondents allege that the rules they enacted were intended to promote well-maintained homes, stabilize property values, and address community concerns regarding crime. Respondent FirstService also asserts that it is not responsible for the actions of Respondent PHOA.

V. Factual Findings

A. Background

The Town of Providence Village is an outer-ring suburb of Dallas, Texas, containing five Homeowners Associations, one of which is PHOA.[4] The area that belongs to PHOA includes over 2,250 houses, and it contracts with FirstService for property management services. As of 2022, its households were 74% White and 14% Black, its households were 66% owners and 34% renters, and 4% of households used Housing Choice Vouchers.[5]

PHOA is run by a Board of Directors in accordance with three governing documents: the Articles of Incorporation, the Bylaws of Providence Homeowners Association, Inc., and the Declaration of Covenants, Conditions, & Restrictions ("Declaration"). Jennifer Dautrich became PHOA Board President on April 7, 2022. She had been an active Board member since 2019, serving first as Treasurer and then Vice President.

The events discussed below occurred against a backdrop of escalating tensions in Providence Village that largely played out in several unofficial social media groups for the Town.[6] Though the groups were unofficial, many Board members belonged to them and actively engaged with their content.[7] These groups often contained explicitly racist and threatening posts. For example, one post included a photo of a Black man altered to have a rope around his neck, with the caption "This one is not coming back tomorrow." In another post, someone wrote "Borrow a paintball gun. Light them asses up with a florescent yellow paint ball. It would contrast nice with their dark skin." In one thread, someone posted the mug shot of a Hispanic

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[4] From this point forward, "Providence Village" and the "Town" are used to refer to the portion that belongs to PHOA.

[5] Throughout this document, the race of a household refers to the race of the "head of household." "White" refers to those identifying as "White alone" and "Black" refers to those identifying as "Black or African American alone .Data regarding the demographics of voucher-holders come from HUD's Picture of Subsidized Housing. HUD OFFICE OF POLICY DEV. & RESEARCH, PICTURE OF SUBSIDIZED HOUSEHOLDS, www.huduser.gov/portal/datasets/assthsg.html#2009-2023_data (Census Tract: MO - WY tables) (last visited Jan. 8, 2025). All other demographic data, unless noted otherwise, come from the American Community Survey. *Explore Census Data*, U.S. CENSUS BUREAU, https://data.census.gov/ (Tables S2502 and DP02) (last visited Jan. 8, 2025). Demographic data was drawn from Census Tracts 201.21 and 201.22 in Texas, covering the Town.

[6] These include the following Facebook groups: Providence Village Water Cooler (Rarely Censored), TMZ Live of Providence Village UnCensored!!, Providence Village: The Good, The Bad & The Ugly, Providence Village: The Good, The Bad & The Ugly [Private Group for Residents], Unofficial PHOA Water Cooler, Providence Village Neighborhood Watch, The Real Housewives of Providence Village, The Unofficial Official Providence Village Water Cooler. They also include the neighborhood NextDoor group. Some members of these groups joined and posted using profiles with fake names, making it difficult to tell the true author of certain posts. For all but one of these groups, the Department has been able to confirm that Board members belonged to them.

[7] All online posts appear as written, including original typographical errors.

woman with the caption "Another classy citizen of Providence Village!" to which someone else replied "wouldn't be opposed to holding the 'shower' doors open and helping load trains."

B. Lead up to the Enactment of the Rules

Around 2018, the PHOA Board of Directors began discussing their perception that the number of rental units in their community was growing and that this was causing problems. Although the number of rental units was not, in fact, increasing, homeowners expressed concerns that an increase in rental properties was causing properties to be poorly maintained. The homeowners feared a decrease in property values and an increase in crime. What was, in fact, increasing in the Town during this time was the number and concentration of Black residents.[8]

Around July 2021, Board members and other homeowners in the Town began focusing their concerns specifically on renters using Housing Choice Vouchers, even though voucher-holders continued to comprise an extremely small percentage of the neighborhood's population.[9] This shift in focus followed an altercation at the community basketball court between two teenage boys – one Black and the other White – that lead to the arrest of the Black teenager. In the wake of this incident, many homeowners assumed the Black teenager belonged to a voucher-family and cited this incident as proof that renting to voucher-holders should be stopped. Ninety-three percent of voucher-households in PHOA are Black; by comparison 14% of all households in PHOA's neighborhood are Black. Around this time, PHOA hired a private security company to patrol common areas of the neighborhood. PHOA later followed up by installing security cameras at the basketball court and in other recreational areas with signs indicating that the areas were under video surveillance.

Throughout this period, the Town's unofficial social media groups started to become filled with posts blaming voucher-holders for crime and other problems using racial language, such as "ghetto."[10] For example, someone posted "You ever thought maybe some of us don't want to live amongst ghetto poverty crime ridden mentality people? … we get nervous because your type of ghetto minded folks bring the crime level up and make it a dangerous neighborhood." Board members also blamed voucher-holders for crime in social media posts. For example, one Board member wrote "it's called Section 8," then later continued, "It seems like the neighborhood is plagued with convicts, GET OUT!!!"

By the fall of 2021, these conversations about perceived changes in the community began to also include calls from homeowners for the Board to restrict the ability of owners in the Town to rent their properties to voucher-holders. In response, a discussion broke out on social media among the Town's residents and officials about the legality of this approach. The mayor pointed out that a homeowners association in Savannah, a nearby neighborhood also managed by FirstService, attempted something similar and was "sued 9 times and lost each one" because

[8] From 2018 to 2022, White owners decreased from 92% to 77%, while Black owners increased from 3% to 8%. White renters decreased from 87% to 76% while Black renters increased from 9% to 16%.

[9] From 2017 to 2023, the concentration of voucher-holders in the neighborhood vacillated between 2% and 5%, and the number of voucher-households increased roughly in proportion with an increase in the number of households in the neighborhood generally.

[10] "The Fifth Circuit has recognized that the term 'ghetto' has innate racial overtones." *Garza v. Ranier L.L.C.*, No. A–12–CV–475–AWA, 2013 WL 3967786, at *4 (W.D. Tex. July 31, 2013) (citing *Turner v. Baylor Richardson Med. Ctr.*, 476 F.3d 337, 348 (5th Cir. 2007)); *see also Smith v. Farview Ridges Hosp.*, 625 F.3d 1076, 1085 (8th Cir. 2010), *abrogated on other grounds by Torgerson v. City of Rochester*, 643 F.3d 1031 (8th Cir. 2011).

"Fair housing makes it illegal to restrict." Ms. Dautrich confirmed that the Board has "had meetings with our legal team regarding Section 8 and there is nothing we can do." As the discussion continued over several weeks, Ms. Dautrich added "For some reason our zip code has become a hub for section 8" and in her view "only so many should be allowed in any neighborhood."[11] She reiterated that "the PHOA board has met with the lawyers" and "there is nothing we can do," but added "I still fight it."

Around this time, the Board began working with PHOA's property manager, Cody Watson, on steps they could take to limit voucher-holders in their neighborhood. At the time, Mr. Watson advised the Board that he thought such actions would be unlawful and that his manager at FirstService agreed. Ms. Dautrich, however, appealed to someone higher up at FirstService, and after that Mr. Watson continued to assist the Board with their efforts. On October 29, 2021, Ms. Dautrich posted on social media that she spoke to officials in Savannah and that the Board had "been fed misinformation" but will meet in a few weeks to discuss.

Residents of the Town provided their views to the Board on these efforts, often by tagging them in posts on social media. For example, one owner tagged Ms. Dautrich in a post that said "I think the main things is just to be careful how you word it in the bylaws … it can't come off as being discrimination against protected classes (race, sex, etc). It's usually easier to put bylaws with restrictions on rentals (number allowed per investor, total % of the neighborhood, etc) which then results in fewer section 8 types/fewer rentals overall."

C. Enactment of the Rules

Over the next few months, Mr. Watson and the Board worked together to draft the Rental and Leasing Rules (the "Rules"), which contained about a dozen restrictions on rental housing. The Rules were based on those from Savannah, and Mr. Watson exchanged over ten drafts with the Board during this process.[12] Mr. Watson flagged that restrictions on voucher-holders would be a challenge to enforce because PHOA and FirstService did not track rentals, let alone which tenants used vouchers, but the Board dismissed these concerns and vaguely discussed hiring additional staff.

The Rules provided that no rental home could be publicly financed or subsidized.[13] They also prohibited short term rentals, limited owners to one rental property, and required owners live in the home for a period of time before renting it out. The Rules stated that owners could be charged hundreds of dollars per week for failing to comply with these rules.

At the time, the Board's governing documents did not give it the authority to directly enact rental restrictions. Instead, a majority of property owners would have needed to vote in favor of adding such restrictions to the Declaration for them to take effect. The Board had attempted to amend the Declaration by majority vote many times in the past; some of these attempts had succeeded while others had failed.

The Board, however, chose not to put the Rules to the property owners for a majority vote. Rather, the Board opted to have the property owners vote on whether to amend the

[11] Statements about a city "becoming a dumping ground" for HCV tenants and being at "war" with them have been considered evidence of discriminatory intent. *Cmty. Action League v. City of Palmdale*, No. CV 11–4817 ODW (VBKx), 2012 WL 10647285, at *6-7 (C.D. Cal. Feb. 1, 2012).

[12] Mr. Watson later shared the Rules with other FirstService-managed communities looking to do something similar.

[13] This Rule is entitled "Section 8 Housing Restriction," but it bans all forms of government assistance.

Declaration to give the Board authority to implement such restrictions on their own. By doing it this way the Board would not be required to solicit community input or approval on the text or details of the restrictions. As Mr. Watson later explained at a community meeting, the Board felt these restrictions would be "hard enough to get passed" without that additional hurdle.

Accordingly, at a Board meeting on November 30, 2021, Ms. Dautrich proposed adding Section 2.14 to the Declaration authorizing the Board "to adopt rules for the rental, leasing, and tenant occupancy of the Lots within the Subdivision." No other section in Article II of the Declaration is phrased this way; rather, the other provisions lay out the text of the rules themselves.[14] In support of her proposal, Ms. Dautrich discussed property maintenance and crime in the general area, but she did not provide data that was specific to PHOA or that connected any such issues to voucher-holders, nor was such data presented at any of the Board's meetings in the months that followed. As another Board member wrote on social media a few months later "no I don't have statistics, I use my common sense and what I have seen transpire in the neighborhood."

Voting for the Amendment opened on February 7, 2022, with 1127 votes needed for the Amendment to pass. Property owners could vote online, by mail, by fax, by email, or by dropping off their ballot at the community clubhouse, and owners were allowed to change their votes after they were initially cast. The Board planned to hold the vote open until enough votes were received for the Amendment to pass.[15] The Board had not done this for prior amendments, some of which failed because too few votes were cast to reach a majority.

Over the following week, dozens of residents emailed the Board about the Amendment, including many who had questions about what rules specifically the Board wanted the authority to enact. One asked if owners would get to see the text of the actual rules "like previous voting cycles have done."

In response to these inquiries, on February 15, 2022, FirstService featured the proposed Amendment in the weekly email newsletter that it sends out to PHOA residents. The newsletter included a "Q&A" about the Amendment and a link to a draft of the rules that the Board wanted to enact if given the authority.[16] The Q&A highlighted that "the rules would prohibit any future Section 8 leases" but made clear that "No lease, Section 8 or otherwise, will be terminated immediately. All current leases will be honored without penalty." The full Q&A were included at least a dozen more times in FirstService's weekly newsletter.

In the weeks that followed, landlords with rental properties in Providence Village – including Complainant [redacted] – reached out to the Board objecting to the ban on voucher-tenants and the other proposed rental rules. The landlords asked that if crime or maintenance issues were truly the concern the Board provide them with additional details so they could address any specific problems. The Board never responded to these requests.

While voting was ongoing, posts about voucher-holders in the Town's unofficial social

[14] Provisions in another section of the Declaration give the Board authority to enact rules, but those provisions pertain to common-use property which is owned, leased, or controlled by PHOA rather than the property of private owners, and those provisions had been a part of the Declaration since its inception.

[15] The online voting platform listed a close date of December 31, 2022, but the Board acknowledged at the time that this was merely a placeholder required by the online system that they could change later if they needed more time.

[16] The newsletter noted that the draft had been "approved by … the Board" but was "subject to change."

media groups were rampant. For example, one post showed the mug shots and arrest record for a Black man, who the poster presumed was a voucher-holder,[17] with the caption "Damn this ghetto ass neighborhood is on a roll!!! Hide Your kids cause section 8 is on the loose!!!" The post garnered about 100 comments, many of them using extreme language in talking about voucher-holders, such as one referring to the man as a "dumb ass sec 8 pos" and another referencing "ghetto trashy areas that are full of pos renters and section 8 where they stuff 7/11s."[18] Ms. Dautrich joined the comments on this post to promote the Amendment. She wrote "with all of these old charges he shouldn't be allowed to participate in the govt housing assistance program…. How many people still need to vote on the amendment?" Minutes later she continued "we don't have anything in place about renters in our HOA…. Again, people need to vote yes." Echoing this message, a homeowner replied, "I hope this is enough to push everyone to vote Yes!!!"

By April 2022, it had become clear that not enough owners were voting to reach a majority, so Ms. Dautrich organized a group of twenty-three homeowners – including a current and a former PHOA Board member – to form an Amendment Committee.[19] Board members and Committee members actively campaigned for the Amendment by going door-to-door collecting ballots and trying to persuade owners to vote for the Amendment. Mr. Watson and the Board were in contact daily to track how many more votes were needed, who voted, how they voted, and which houses the Board and the Committee should target next. Mr. Watson asked the voting system administrator for reports every morning "of who has voted and how they have voted," noting that he needs "constant updates so we don't go to homes who have already voted." During this campaign, confusion about the vote persisted, including among Board and Committee members, causing many residents to believe they were voting on the draft rules, rather than only on the Amendment.

Throughout this time, FirstService and the Board arranged for owners to be inundated with reminders about the Amendment. Property owners received automated reminders by email multiple times per week, and in early May, Mr. Watson increased their frequency to daily. He also provided the voting system administrator more email addresses to send them to. FirstService included information about the vote in every issue of its weekly email newsletter, while the Board and the Amendment Committee promoted the Amendment heavily on social media. No prior amendment efforts, even those that failed to gain traction, prompted the formation of a special committee, a coordinated canvassing campaign, or this level of promotion by FirstService or the Board.

By May 2022, these efforts had paid off and the Amendment had nearly enough votes to pass. On May 18, 2022, the Board announced that owners' last chance to vote on the Amendment would be at a special open Board meeting two weeks later. In the meantime, however, the Amendment received enough votes to pass, so Mr. Watson closed voting in the online system.

On June 1, 2022, the Board held its special open meeting, which was well attended by the

[17] The Department has been unable to find any evidence that this man was, in fact, a voucher-holder.

[18] "Pos" is a slang term meaning piece of sh*t.

[19] PHOA's Bylaws permit the Board to appoint committees to perform tasks as the Board deems appropriate. Most committees that the Board appointed are formally created by a Board vote and even have a point of contact listed on PHOA's website. No such formalities were observed for the creation of the Amendment Committee.

community. FirstService brought staff from nearby properties to count paper ballots submitted at the meeting, and police and private security attended due to the heated rhetoric. Even though the Board knew the Amendment had already received enough votes to pass, this was not announced at the start of the meeting. Rather, Mr. Watson spoke about the importance of the Amendment and announced that "now is the time to go ahead and vote" for anyone who had not done so already. Ms. Dautrich and Mr. Watson took questions while ballots were counted and then finally announced that the Amendment had passed.

On June 6, 2022, the Board held another open meeting. Ms. Dautrich read out a revised version of the Rules, which the Board then voted unanimously to approve using its new authority. Unlike at the prior meeting, no questions or input from the community were taken. Two days later, the Board sent out a letter to all owners announcing the Rules and explaining that "[c]ollectively they are intended to protect our property values by preserving the natural beauty of our neighborhood, promoting a sense of harmony between neighbors and maintain an aesthetically pleasing appearance overall."

On June 8, 2022, several residents who opposed the Amendment – including Complainants [redacted] – gathered in a park by a lake to discuss the vote. An Amendment Committee member photographed the group, which included children, without their knowledge and another resident posted the photograph to social media with the caption "Here's a great pic depicting the very Fu*king Idiots that help to Ruin our lovely town of Providence Village!!" The next day, [redacted] emailed Mr. Watson about this incident and others in which he and his wife, Heather Wilhite, were targeted for opposing the Amendment. Mr. Watson replied apologetically and agreed to meet but noted "I really am not sure how to address that for you from an HOA perspective." A few weeks later, [redacted] wrote Mr. Watson again reiterating his concerns and asking that the photographer be removed from a PHOA committee. Mr. Watson forwarded this request to the Board, but no further actions were taken. [redacted] also reported this and other incidents to Mr. Watson and asked that the photographer be removed from her Board committee, but he responded by dismissing the severity of what had occurred.

On June 14, 2022, the Rules were finalized and officially recorded.[20] The following day, the Board sent a letter to all owners notifying them that enforcement of the Rules would begin in ninety days, though Mr. Watson suggested in emails to some owners that enforcement could begin in as little as thirty days. About a week later, the first Complaint was filed with HUD.

Around the time that the Rules were enacted, two additional incidents of criminal activity occurred in Providence Village – a drive-by shooting and a fire at a playground – that spurred a flood of activity in the Town's unofficial social media groups. Many residents presumed the perpetrators were voucher-holders,[21] with posts such as "All those Section 8 renters. The HOA recently banned all that riff raff from living there. Too much crime." A Savannah resident posted congratulations on the Rules and then said "You absolutely do not want Providence Village to become a hybrid Federal Housing Project … In the end … the drive by shooting culture loses"; one Board member and two Amendment Committee members responded with

[20] The Rules as recorded on June 14th differed slightly from the version as enacted on June 6th, in that they required landlords to provide PHOA with contact information and start dates for each tenant rather than full leases.

[21] The identities of the children responsible for the fire were never released. Ms. Dautrich asserted on social media that the perpetrator of the drive-by shooting lived "in an investor owned home," but she never confirmed this detail, let alone that he rented using a voucher.

positive emoji while another Board member forwarded the post to the full Board and suggested they meet with the poster because he "could be invaluable to us!" Some posts also included stereotypes, such as "This playground fire is definitely a group of section 8 kids … Watch Ya'lls backs those section 8 folks have huge groups of families, take a mommy with 8 kids, that's 8 baby daddy's, … totaling 96 relatives who may be willing to come to PV to stir the pot, riot or start a fire."[22] One post noted "Seems to be a common occurrence and a common demographic."

D. Aftermath of the Enactment of the Rules

The enacted Rules set off an immediate wave of panic among owners and tenants. Immediately, owners told their HCV tenants that to avoid substantial fines levied by PHOA, tenants had to vacate their units within thirty days, leading to frantic searches for alternative housing.[23] Mr. Watson, pointed out to the Board again that enforcement would be difficult without additional staff, which the Board had still not hired.[24]

Many owners were particularly upset because they expected the final version of the Rules to "grandfather in" existing rental properties or tenants because of language along these lines in the Q&A that the Board had repeatedly circulated. As one owner put it, "Many home owners casted their votes based on the information in you Q&A," while another described the enacted Rules as "so much worse than most of us ever imagined." Mr. Watson responded to these concerns by making exceptions or delaying enforcement for some of the rules, but he refused to do so for the voucher-holder rule. He also made clear that the Q&A, unlike the Rules, had no legal effect and therefore could not be relied on.

Concerns were also raised about the motivation for the Rules. For example, a resident wrote on Reddit that they voted no on the Rules "mainly because [they] think the motive is mostly racism." A post on another site said "There are thousands of post, messages, etc that prove … its NOT about section 8 but it was done because of their race and because we live in a world of many people who wish segregation would have NEVER ENDED." Likewise, Mr. Watson forwarded the Board a submission to PHOA's online portal the day after the Rules were finalized that said simply "Y'all racist, right?"

On June 30, 2022, the Board announced that current voucher-holders could remain until their leases expired, not to exceed twelve months, at which point they would need to vacate.[25] Then, on August 5, 2022, PHOA entered into an agreement with HUD staying enforcement of

[22] Statements about excessively large families can be discriminatory racial stereotypes. *See Mhany Mgmt., Inc. v. County of Nassau*, 819 F.3d 581, 608-09 (2d Cir. 2016).

[23] The Rules also affected pending sales with Mr. Watson telling one seller to instruct the buyer to request a variance from the rule requiring homes to be owner-occupied when first purchased. In addition, the Rules effectively precluded any resident of Providence Village from having a mortgage insured by the Federal Housing Administration ("FHA") because such restrictions are not allowed in FHA programs. In May 2023, a resident made the Board aware of this implication, which the Department later confirmed.

[24] A year after the Rules' enactment, PHOA still had not hired additional staff, though eventually they would bring on one additional full-time FirstService employee and make another current part-time employee full-time.

[25] The reason for this change was supposedly that the Board just learned that there were voucher-holders from two Housing Authorities living in Providence Village. The letter also said that month-to-month tenants could remain for a few more months, but that allowance is irrelevant as the HCV program does not allow month-to-month tenancies.

the Rules ("Stay").[26] However, voucher-tenants began leaving their homes due to the uncertainty around this time. In the wake of the Rules' passage, at least nineteen voucher-households have moved away from Providence Village, while others who remain continue to live in fear.

On August 28, 2022, Mr. [redacted] followed up with Mr. Watson, pointing to the Stay and noting that nothing had been done in response to his harassment complaint. Mr. Watson consulted with Ms. Dautrich, who directed him to request additional information, which [redacted] immediately provided by emailing the Board and Mr. Watson details and screenshots. [redacted] also highlighted in his email that "[t]hese actions led directly to us being targeted and further harassed" to the point that Ms. Wilhite "does not even feel safe walking our child through the neighborhood." In response, Mr. Watson noted that the Board put a reminder in its weekly newsletter of "our communal obligation to each other to uphold community standards," but neither the Board nor Mr. Watson took further action in response to Mr. Puffer's complaint.

Over the year that followed the Rules' passage, heated posts about voucher-holders in Providence Village continued to fill the Town's unofficial social media groups, sometimes specifically naming residents who had opposed the Amendment, including Complainants [redacted] and [redacted] These posts also often contained negative stereotypes of Black people and many were threatening. For example, one resident referred to voucher-holders as "wild animals" and "lazy entitled leeching TR@SH," while another post refenced "the hood mentality." An Amendment Committee Member wrote that "those getting the free ride off our hard earned tax dollars can't seem to pay rent" and called for residents to try to get vouchers revoked.[27] Just a few months after the Rules were passed, someone else posted an image of Halloween costume labeled "Providence Village Renter." The label showed a photo of a Black woman, lists a "sassy attitude," "weapons," "a section 8 voucher," and "24 hours to live," and says "PREVIOUS FELONY CONVICTIONS INCLUDED!!!!"[28] A different Amendment Committee member was among the many residents to respond to this post with a laughing emoji.

E. Texas Outlaws the Rules and the Board Tries Again

On June 18, 2023, one year after Providence Village enacted the Rules, Texas passed a state law barring associations from restricting property owners' choice of tenants based on the tenant's source of income. The law became effective on September 1, 2023. In response to the new law, the Board sent out a letter stating that they "will continue to fight for you by searching for alternative ways to ensure the integrity of our neighborhood." Ms. Dautrich reiterated on social media "we didn't lose.… The board is continuing to fight this."

During the summer and fall of 2023, racial tensions in Providence Village related to voucher-holders continued to build. In July and November, the National Justice Party, a White nationalist organization protested just outside Providence Village with fliers that said "an overwhelming majority of section 8 recipients are composed of Black Americans" who bring "unimaginable violence." In July they also left flyers at people's homes that said, "The federal

[26] Despite the Stay, in December 2022 Mr. Watson instructed another First Service employee to add an address that had "been identified as a rental property … to the list and start the violation process." The employee replied that he found the address on an affordable housing website, adding that he thinks "it might be good to set a weekly reminder to check this site for any new properties listed."

[27] References to "people who get something for nothing" can be discriminatory racial stereotypes. *Atkins v. Robinson*, 545 F. Supp. 852, 874 (E.D. Va. 1982).

[28] One Complainant felt so threatened by this post that it contributed to her decision to move.

government views safe White communities as a problem. The Section 8 Housing Voucher is a tool used to bring diversity to these neighborhoods…. Blacks bring crime and violence," and in November they left doorhangers that listed violent crimes supposedly committed by a Black "Section 8" renters. The Board put out a statement that it had "no affiliation with this protest" and "does not condone or support any actions by any type of hate group."[29]

By the winter of 2024, the Department's investigation had progressed, and Respondents requested certain information about five Complainants that the Department declined to disclose. In response, on February 8, 2024, Ms. Dautrich filed state court proceedings on behalf of PHOA against these Complainants to take their depositions even though no Determination had yet been issued by the Department in this matter.[30] The court dismissed the petition as meritless and awarded attorneys' fees.[31] The court also ruled that by filing the lawsuit PHOA violated the Texas Citizens Participation Act by interfering with Complainants' right to petition HUD. Being served at home and having to defend these actions caused Complainants stress and anxiety and lead them to fear for their safety, as their home addresses were publicized through the court filings.

Around the same time as the state court filings, the Board began discussing alternative ways they could get voucher-holders out of Providence Village despite the new state law. In February 2024, the Board met with their state representative to discuss his ideas since he was in the process of forming a task force about the matter. The representative's presentation notes, among several suggestions, that "Establishing caps on community rental percentage could limit Section 8 growth."

Residents who opposed the Rules continued to raise concerns of discrimination to the Board during this time. For example, [redacted] tagged Ms. Dautrich and wrote "You spearheaded the movement to kick out section 8 residents based on the fears listed. Now that you're aware that most section 8 residents are actually black single mothers, do you still believe they should be removed from our community siting concerns that they're all criminals?"

On May 10, 2024, the Board adopted the "Second Amended and Restated Rental and Leasing Rules." These updated Rules omitted the now unlawful restriction on renting to voucher-holders but retained the limit of one rental property per owner. Because most voucher-holders in Providence Village rented from a few large landlords – including one whose mission is to provide affordable housing – the one-rental-per-owner rule would in practice have a similar result as the prior outright ban.[32] The Board also included a new rule limiting the number of rental units to twenty-five percent of the lots in Providence Village, as their state representative had suggested.

F. Intimidation and Harassment Throughout the Process

From the lead up to the Rules' enactment through its aftermath, posts threatening voucher-holders with racially coded language filled social media. For example, one post said "get your section 8 asses out of town now bitches [explosion emoji] and don't let the door hit

[29] The police were called but said there was nothing they could do because the protestors were on public property.

[30] The five were Complainants [redacted].

[31] The court issued a ruling in one case, and the PHOA dropped the others after.

[32] For this reason, the Stay prohibited PHOA from enforcing the one-rental-per-owner rule along with the outright ban. HUD considers the reenacting of this rule to have violated the Stay.

you in your fat ass mouths!!" Another said "Back in the day, when a community didnt like someone they banned together to make said persons life a living hell to the point they left." One resident posted "I think we should casually start dropping off moving boxes at certain houses in the neighborhood." Another resident threatened "they might just leave in a coroner's wagon!!" and "kids will get SHOT."

In addition, voucher-holders who were particularly vocal in opposing the Rules were targeted personally. For example, Complainant [redacted]., a Black voucher-holder, provided her story and views to several local news organizations for articles they published around the time the Rules were enacted. In response, someone posted her mugshot from an arrest that occurred before she moved into Providence Village with the details of her arrest and the caption "I wonder if this person looks familiar to the area."[33] A resident then also posted her mugshot with the caption "She's full of sh*t, and also a criminal." A comment on one of the news articles said, "All I know is that the property I just sold use to be the center trading town where they hung all the blacks [shrug emoji] look it up you live right next to it [laughing emoji]."

Residents also directed aggressive and threatening posts at residents who supported voucher-holders and opposed Rules, such as Complainants [redacted]. For example, one resident posted "I can't wait till one of these Ghetto 8 POS's harm one of the bleeding heart dipsh*ts that supported that failed program!" Another resident photoshopped an image of [redacted] wife, [redacted], who is White and also opposed the Rules, onto posters for "Diary of A Mad Black Woman" and "Orange is the New Black," along with several other images and memes, and circulated them in the Town's unofficial social media groups.

Despite being well aware of these actions and the distress they were causing, neither the Board nor FirstService took any meaningful actions to address them. Board members actively participated in the social media groups in which this content was posted. Several Board members admitted seeing aggressive comments in these groups, and Mr. Watson admitted having multiple discussions with Board members about them. In addition, as described above, [redacted] emailed Mr. Watson and the Board details of some of these incidents with screenshots, but they declined to do more than put a reminder about community standards in the weekly newsletter.

This inaction stands in contrast to actions that Mr. Watson and the Board took regarding more minor incidents. Mr. Watson mediated many disagreements between residents, such as issues with dogs barking, cars blocking driveways, blocking mailboxes, trespassing, and not mowing lawns, among others. He even called the police in certain instances, for example, in response to complaints of kids fighting. For its part, the Board often worked with Mr. Watson to resolve certain disputes, as they did for example in one over a fallen tree. The Board declined to even consider [redacted] request that one of the posters be removed from a PHOA committee, even though the Board removed [redacted] from the same committee a few months later.[34]

G. Harm to Complainants

Complainants are forty voucher-tenants, eleven landlords, two housing authorities, and

[33] R.S. was arrested for allegedly taking a credit/debit card from an acquaintance and using it to pay for utilities and make purchases at Walmart.

[34] Ms. Dautrich claims that the reason Ms. Wilhite was removed from the committee was that she made a joke about selling drugs to kids.

four residents who opposed the Rules. Each set of Complainants was harmed by Respondents actions in the following ways.

Complainant voucher-tenants experienced harms that permeated throughout multiple aspects of their lives. At least nineteen households moved out of Providence Village because of the Rules, while all feared homelessness when they were threatened with eviction. They also felt unsafe in their homes from the Rules and the rhetoric they prompted, leading some to purchase security cameras and other safety measures. Some also lost wages, and even their jobs, from taking time off to move. Additionally, several Complainants had extreme difficulty finding alternative housing, compelling them to move further away for inferior quality housing at a greater expense. They also incurred moving costs, including lost security deposits, moving equipment fees, furniture they did not have time to move, application fees, hotel costs, travel expenses, and attorneys' fees.

Complainant landlords incurred significant expenses because of the Rules. To find new tenants, they had to pay for advertising and repairs. They also had to pay registration fees to PHOA, and they lost money from units being vacant and from having to accept lower rents when they were forced to quickly find new tenants. Additionally, some landlords spent extensive time discussing the Rules with their tenants and with PHOA, assessing their compliance obligations, traveling to and from Providence Village, and fixing homes for rent, resulting in travel expenses and lost wages. The Rules also caused these landlord severe stress and anxiety.

Complainant housing authorities incurred extensive costs because of the Rules. These included the time and expense of administering so many moves in a short timeframe and of meeting with tenants and landlords to help them understand the impact of the Rules and how to comply. In addition, housing authority staff spent time on educational activities to combat the increased stigma about the HCV Program that came from Respondents' actions. They also incurred attorneys' fees.

Complainant residents who opposed the Rules experienced fear and stress from being attacked for their support for diverse communities. Residents felt unsafe in their homes, questioned interracial relationships, and at times felt they would have to move because they were no longer wanted in their community. They also lost the benefits of interracial associations, as their Black voucher-holder neighbors moved away from Providence Village because of the Rules and the intimidating rhetoric that followed.

VI. Findings of No Reasonable Cause

There is insufficient evidence that Respondents enacted the Rules for reasons that were discriminatory based on national origin, sex, familial status, or disability. Although residents made statements that were egregiously discriminatory on some of these bases, based on the information available to the Department at this time, there is not reasonable cause to believe that these views motivated Respondents' actions that are the subject of this Determination.[35]

VII. Findings of Reasonable Cause

There is reasonable cause to believe Respondents PHOA, First Service, Dautrich and Watson violated Subsections 804(a) and 804(b) of the Act by discriminating because of race and

[35] The Department notes that Respondents have failed to collect and produce information and a significant number of documents requested during the course of its investigation.

color. There is also reasonable cause to believe Respondents PHOA and Dautrich violated Section 818 of the Act by interfering with the rights of Complainants [redacted] to pursue an administrative fair housing complaint and retaliating against them for doing so. Lastly, there is reasonable cause to believe Respondents PHOA, FirstService, Dautrich and Watson violated Section 818 of the Act for failing to take corrective action for the harassment of Complainants.

A. Subsections 804(a) and 804(b)

Subsection 804(a) of the Act prohibits making a dwelling unavailable because of a protected characteristic.[36] Subsection 804(b) of the Act prohibits discrimination in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with the rental of a dwelling because of a protected characteristic.[37]

Discrimination under Subsections 804(a) and 804(b) can be proven by considering the following factors: (1) whether the consequences of an action bear more heavily on certain groups; (2) the historical background of the action; (3) the sequence of events leading up to the action; (4) departures from normal procedural process; (5) departures from normal substantive criteria; and (6) the legislative and administrative history.[38]

1. Consequences of Action

The Rules predominantly and disproportionately impacted people who are Black. Nearly all of those targeted by PHOA's efforts are Black. As of 2022, 93% of voucher-households in PHOA were Black. In addition, the residents targeted by these efforts were *disproportionately* Black. While 93% of voucher-households in PHOA were Black, only 14% of all households in PHOA's neighborhood were Black.

The Board and other residents knew that by targeting voucher-holders they would be targeting the Town's Black residents, and they acted on this knowledge. The strong correlation between using a voucher and being Black was well known in Providence Village. In fact, Board members and other residents often connected or conflated the two in social media posts, or presumed whenever an incident involved someone Black that the person was a voucher-holder.

2. Historical Background

The inception of the Rules coincided with two occurrences involving Black residents. First, the discussions that led to the Rules began when the number and concentration of Black residents in the Town was increasing. At the same time, the concentration of voucher-holders remained about the same and exceedingly small, suggesting that residents were conflating being Black with being a voucher-holder. Second, the Board and other residents began focusing on voucher-holders following an altercation between a Black teenager and a White teenager, even though they did not in fact know whether the Black teenager belonged to a voucher-household.

Moreover, the full course of Respondents' efforts to restrict voucher-holders through the second set of rental rules in May 2024 took place against the backdrop of explicitly racist and

[36] 42 U.S.C. § 3604(a); *see also* 24 C.F.R. § 100.50(b)(3).

[37] 42 U.S.C. § 3604(b); *see also* 24 C.F.R. § 100.65(a).

[38] *Village of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252, 266-68 (1977). These factors are non-exhaustive and not all must be shown to establish a violation. *See Ave. 6E Invs. LLC v. City of Yuma*, 818 F.3d 493, 504 (9th Cir. 2016); *Mhany Mgmt., Inc. v. County of Nassau*, 819 F.3d 581, 606 (2d Cir. 2016).

threatening posts and two protests by a White nationalist group.[39] Residents who shared these views were some of the most vocal proponents of the Boards' continued efforts to restrict voucher-holders. The Board did disavow the protests, but it did not once consider backing down even though it knew that many residents who supported its efforts did so for racist reasons.

3. Sequence of Events

By enacting the Rules and subsequently trying to achieve the same result through other means, Respondents acted on and gave effect to discriminatory views about voucher-holders.[40] Board members actively participated in social media groups where posts routinely used racial language and stereotypes for voucher-holders, such as "ghetto," "trash," "lazy," "riff raff," and "wild animals." Rather than distancing themselves from these posts, Board members and Amendment Committee members responded with positive emojis or used them as jumping off points to promote the Amendment. Board members and Amendment Committee members also joined other residents on social media in presuming whenever a crime was committed that the perpetrator was a voucher-holder, especially when the person was known to be Black.

In addition, Respondents refused to do anything meaningful in response to repeated requests by opponents of the Rules to curb the aggression and threats being directed at them for supporting their predominantly Black voucher-holder neighbors. Mr. Watson admitted discussing the tenor of the social media comments with multiple Board members, yet Respondents let the hostility continue to escalate, despite taking action to address and end less severe neighborhood disputes.

4. Procedural Departures

Respondents pushed the Rules forward with unusual fervor and urgency. No other vote prompted the Board to create a special committee, to undertake a coordinated canvassing campaign, or to promote the issue so vehemently by email and on social media. The Board then set the Rules to go into effect long before hiring the staff needed to enforce them, even though this challenge had been flagged for them early on. The Board sent a letter to the community announcing the Rules before they had been finalized and while changes were still being made. Inconsistent start dates were announced and the reasons for changes not fully explained. Respondents also continued to seek ways to implement the Rules even after they were invalidated by state law and even after committing not to do so through the Stay agreement.

Respondents sought to ensure a specific outcome, rather than engage in and act based on an informed discussion with the full community. Unlike for other amendments, the Board sought broad authority so that they would not have to allow community input on the Rules themselves.

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[39] Relevant evidence for the historical background includes "repeated attempts to restrict certain types of housing … disproportionately utilized by African-Americans." *Greater New Orleans Fair Hous. Action Ctr. v. St. Bernard Parish*, 641 F. Supp. 2d 563, 570 (E.D. La. 2009); *see also Jim Sowell Constr. Co. v. City of Coppell*, 61 F. Supp. 2d 542, 547 (N.D. Tex. 1999) ("Evidence relevant to this factor is the [Defendant's] response to prior similar proposals").

[40] Courts consider statements made by supporters of an "ultimately enacted initiative" to be "relevant evidence of discriminatory intent." *City of Cuyahoga Falls v. Buckeye Cmty. Hope Found.*, 538 U.S. 188, 196-197 (2003); *see also People Helpers, Inc. v. City of Richmond*, 789 F. Supp. 725, 732 (E.D. Va. 1992) ("It is sufficient for Plaintiffs to show that the City acted for the sole purpose of effectuating the desires of its private citizens, that racial or other improper considerations were a motivating factor behind those desires, and that City decision makers were aware of the motivations of the private citizens.") (citing *United States v. City of Birmingham*, 538 F. Supp. 819, 828 (E.D. Mich. 1982), *aff'd as modified*, 727 F.2d 560 (6th Cir. 1984)).

From the outset, the Board planned to hold open the vote until the Amendment passed, which it had never done before, and it made a show of collecting in-person votes at the June 1st meeting, even though by that point the results were set. The Board and the Amendment Committee also stoked confusion over the effect of the vote, the draft rules, and the Q&A document, and then took no questions or comments from residents when finally voting on the Rules themselves, despite holding the vote during an open meeting. Although the Q&A assured residents they would not lose their housing or tenants mid-lease, that was precisely what the Board tried to do when the Rules first passed.

5. Substantive Departures

Respondents lacked substantive support for their actions, suggesting that they acted based on discriminatory biases and stereotypes. Respondents have provided three justifications for excluding voucher-holders from Providence Village: crime, maintenance, and property values. However, Respondents had no data, studies or other comprehensive sources of information showing these to be real problems – let alone problems caused by voucher-holders – when they decided to focus on getting voucher-holders out of Providence Village. In fact, to date Respondents have yet to produce any information tying voucher-holders to any such problems.

Respondents also did not meaningfully consider any less drastic alternatives before proceeding with the Rules, even though this approach required them to bring on additional full-time staff and even though it would have displaced hundreds of their residents with no history of being bad tenants. Respondents proceeded without waiting to see if their new security firm and cameras might suffice to address any of the purported problems. When landlords requested specifics about crime and maintenance issues so that they could address them, Respondents ignored these requests.

6. Legislative and Administrative History

The steps taken by Respondents to enact the Rules show a determination to proceed in the face of many legal and other concerns. Respondents proceeded to enact the Rules even after residents and others flagged that they would likely violate fair housing laws. Throughout the process, residents told the Board that they believed the Rules to be racist, but the Board did not even pause to take these views into account. To the contrary, when Mr. Watson initially flagged legal concerns with the Rules, Ms. Dautrich sought out another FirstService representative who could overrule his opinion.

When the Rules went into effect, Mr. Watson immediately made exceptions for many of the provisions but refused to do so for the voucher-holder rule despite a flood of requests. In addition, messaging from the Board as to when and how enforcement of the voucher-holder rule would begin kept shifting.

Respondents continued to try to achieve the same results as the Rules through other means for another two years, thereby attempting to circumvent a state law and the Stay. They persisted with these efforts despite still having no comprehensive information tying voucher-holders to the problems they sought to address and despite residents continuing to raise fair housing concerns.

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Respondents defend their conduct by asserting that the Rules were not based on race, but

rather necessary to address crime, maintenance issues, and property values.[41] However, as discussed above, they did not have data or other information substantiating these problems – let alone tying them to voucher holders.[42]

Respondents later pointed to certain specific crimes but could not explain to HUD why they believed any of these crimes were committed by a voucher-holder, and admitted not knowing who committed some of them. During HUD's investigation, Respondents also produced three collections of crime data, all of which were obtained or created post hoc and were over- or under-inclusive. These documents contained limited information about the perpetrator, covered a broader geography than PHOA, and/or were based on calls for all emergency services (i.e. not just police services).[43] For one of these documents, Ms. Dautrich searched only for crimes at properties she believed were rentals, without similarly scrutinizing owner-occupied properties.

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Taking all of this evidence into account, there is reasonable cause to believe that Respondents PHOA, FirstService, Dautrich, and Watson discriminated because of race and color in violation of Subsections 804(a) and 804(b) of the Act.

B. Section 818

1. Interference and Retaliation

Section 818 of the Act makes it unlawful "to coerce, intimidate, threaten, or interfere with any person . . . on account of his having exercised . . . any right granted or protected" by the Act.[44] Prohibited conduct includes "[r]etaliating against any person because that person has made a complaint . . . under the Fair Housing Act."[45]

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[41] Board members and other residents at times complained about voucher-holders driving property values down and at other times complained that investors purchasing properties to rent to voucher-holders was driving property values (and taxes) up.

[42] Courts have found unsubstantiated references to crime to be "nothing more than camouflaged racial expressions." *Greater New Orleans Fair Hous. Action Ctr. v. St. Bernard Parish*, 648 F. Supp. 2d 805, 812 (E.D. La. 2009) (quoting *Smith v. Town of Clarkton*, 682 F.2d 1055, 1066 (4th Cir. 1982)); *see also Atkins v. Robinson*, 545 F. Supp. 852, 874 (E.D. Va. 1982) (statements about "an abundance of crime" and that "crime was on the rampage" found to be evidence of racially discriminatory intent). Courts have found similarly regarding claims about property values. *See Mhany Mgmt., Inc.*, 819 F.3d at 608(concluding that warnings that property values might decrease if affordable housing units were built "reflected race-based animus"); *St. Bernard Parish*, 648 F. Supp. 2d at 818-19 (finding that unsupported justification that property values would decline constituted a substantive departure from the normal decision-making process).

[43] Using 911 calls as evidence of criminal activity can also have a harmful impact on women, individuals with disabilities, and persons of color. *See* HUD, OFFICE OF GENERAL COUNSEL GUIDANCE ON APPLICATION OF FAIR HOUSING ACT STANDARDS TO THE ENFORCEMENT OF LOCAL NUISANCE AND CRIME-FREE HOUSING ORDINANCES AGAINST VICTIMS OF DOMESTIC VIOLENCE, OTHER CRIME VICTIMS, AND OTHERS WHO REQUIRE POLICE OR EMERGENCY SERVICES 4 (2016), https://archives.hud.gov/news/2016/pr16-134-FinalNuisanceOrdGdnce.pdf; Letter from Kristen Clarke, Assistant Att'y Gen., Dep't of Justice Civil Rights Division, to State and Local Police Dep'ts and Gov'ts 2 (Aug. 15, 2024), https://www.justice.gov/d9/2024-08/doj_crime-free_and_nuisance_letter.pdf.

[44] 42 U.S.C. § 3617.

[45] *See United States v. Wagner*, 940 F. Supp. 972, 978-82 (N.D. Tex. 1996) (holding that homeowners violated § 818 of the Fair Housing Act "when they filed the 1991 state lawsuit"); *Walker v. City of Lakewood*, 272 F.3d 1114, 1124-25 (9th Cir. 2001) (concluding that city's civil action against a fair housing organization may be considered a retaliatory action giving rise to a claim under § 818 of the Act).

Respondents PHOA and Dautrich interfered with the rights of Complainants [redacted] to pursue an administrative fair housing complaint and retaliated against them for doing so. In February 2024, Ms. Dautrich, on behalf of PHOA, filed legal proceedings in state court against these five Complainants specifically because they were complainants in the matter before HUD. The state court found the suit to be meritless and ruled that it was filed in response to Complainants' participation in HUD's investigation. These proceedings caused Complainants emotional distress, including fear for their safety after having their addresses publicized.

Thus, there is reasonable cause to believe that Respondents PHOA and Dautrich violated Section 818 of the Act.

2. Failing to Take Prompt Action to Correct Intimidation and Harassment

Section 818 of the Act also prohibits intimidation and harassment because of race or color or because of engagement in activity protected by the Act.[46] Third parties can be held liable if they "knew or should have known" of the harassment "had the power to correct it," and failed "to take prompt action."[47]

Complainants were repeatedly harassed because of their race, because of the race of those they were supporting, and/or because of their pursuit of a fair housing complaint. For years, Residents posted threatening and derogatory comments about Complainants, including a post with a photo of them and their children taken without their knowledge or consent.

Respondents knew that such harassment was ongoing. Members of the Board were active participants in many of the social media groups in which the harassment occurred and Complainants reached out to Cody Watson and the Board directly about the ongoing campaign of harassment along with the persistent fear it was causing.

Respondents had the power to correct the harassing conduct. In other situations, both before and after the passage of the Amendment, Respondents resolved and mediated disputes between neighbors of about a wide range of issues and even called the police on occasion. Respondents refused Complainants' request to remove the person who took the photograph from a Board committee despite removing a Complainant's wife from the same committee for less egregious conduct. Despite their knowledge that harassment was rampant for a long time and their ability to take corrective action, Respondents failed to do anything meaningful to stop the harassing conduct or to mitigate its effects.

VIII. Conclusion

Based upon the information set forth above, the U.S. Department of Housing and Urban Development has concluded that there is reasonable cause to believe that Respondents violated Subsections 804(a) and 804(b), and Section 818 of the Fair Housing Act.

This Determination addresses only the violations of the Fair Housing Act alleged in the complaint and does not address any potential violations of any other provision of law. A determination of reasonable cause is limited to the facts developed in a specific investigation.

[46] 42 U.S.C. § 3617; 24 C.F.R. §§ 100.400(b), (c)(2), (c)(4), 100.600.

[47] 24 CFR 100.7(a)(1)(iii); *see also* Quid Pro Quo and Hostile Environment Harassment and Liability for Discriminatory Housing Practices Under the Fair Housing Act, 81 Fed. Reg. 63,054, 63,068 (Sep. 14, 2016) (describing a "community association's liability" to act to correct harassing conduct).

IX. Additional Information

A. Complainants' Rights Related to HUD's Findings of No Reasonable Cause

Notwithstanding this determination by HUD, the Fair Housing Act provides that the complainant may file a civil action in an appropriate federal district court or state court within two years after the occurrence or termination of the alleged discriminatory housing practice. The computation of this two-year period does not include the time during which this administrative proceeding was pending. In addition, upon the application of either party to such civil action, the court may appoint an attorney or may authorize the commencement of or continuation of the civil action without the payment of fees, costs, or security, if the court determines that such party is financially unable to bear the costs of the lawsuit.

The Department's regulations implementing the Act require that a dismissal, if any, be publicly disclosed, unless the complainant or respondent requests that no such release be made. 24 C.F.R. § 103.400(a)(2)(ii). The request must be made by the complainant or respondent within thirty (30) days of receipt of the determination to Director, Office of Enforcement, Office of Fair Housing and Equal Opportunity, 451 Seventh Street, SW, Washington, DC 20410. Notwithstanding such request by the complainant or respondent, the fact of a dismissal, including the names of all parties, is public information and is available upon request.

B. Final Investigative Report

A copy of the final investigative report can be obtained from:

FHEO, Region VI
U.S. Department of Housing & Urban Development
307 W. 7th Street. Ste. 1000
Fort Worth, TX 76102

On behalf of the Department of Housing and Urban Development

DocuSigned by:
33CD6962EC624B2...

Christina Lewis, Director
Fort Worth Regional Office of FHEO
Region VI

1/14/2025
Date

FINAL INVESTIGATIVE REPORT

Parent case:

06-22-4669-8 Denton Housing Authority v. Providence Homeowners Association Inc. et al.

Child cases:

06-22-4809-8 - Shantell Jernagin v. Providence Homeowners Association, et al
06-22-4927-8 - Jacqueline Grant v. Providence Homeowners Association, et al
06-22-4543-8 - Melissa Kabler V. Providence Homeowners Association, Inc.
06-22-4507-8 - Shanna Jones v. Providence Homeowners Association, Inc., et al.
06-22-4784-8 - Hai Le v Providence Homeowners Association et al.
06-23-6365-8 - Joyce Vann v Providence Homeowner's Association Inc. et al.
06-22-4628-8 - McKinney Housing Authority v Providence Homeowners Association et al.
06-22-4648-8 - Kenecia Reeves v Providence Homeowners Association, Inc. et al.
06-22-4631-8 - Allisha Wilson v Providence Homeowners Association, Inc. et al.
06-22-4668-8 - LaBrasha Franklin v Providence Homeowners Association et al.
06-22-4647-8 - Kimberly McFarland v Providence Homeowners Association inc. et al.
06-22-4492-8 - Lakeisha Johnson v. Providence Homeowners Association, et al
06-22-4630-8 - Caprecia Hardemon v. Providence Homeowners Association, Inc., et al.
06-22-4488-8 - NaTosha James v. Providence Homeowners Association, Inc., et al.
06-22-4489-8 - Samantha Wallace v. Providence Homeowners Association, Inc., et al.
06-22-4768-8 - Torayona Lobley v Providence Homeowners Association, Inc. et al.
06-22-4787-8 - Huaguo Wang v Providence Homeowners Association et al.
06-23-5670-8 - Erin Tyler-Gentry v. Providence Homeowners Association et al.
06-22-4504-8 - Edmond and Erica Nicholas v. Providence Homeowners Association Inc. et al.
06-22-4810-8 - Michael Guerrero v Providence Homeowners Association et al.
06-22-4506-8 - Angel Royce v. Providence Homeowners Association, et al
06-22-4505-8 - Scott Kamra v. Providence Homeowners Association, et al
06-22-4508-8 - Takeya Taylor v. Providence Homeowners Association, et al
06-22-4494-8 - Valarie Hooper v. Providence Homeowners Association, et al
06-22-4663-8 - Sheilla and Alonzo Tutson v. Providence Homeowners Association, Inc. et al.
06-22-4912-8 - Xiao Xiao v. Providence Homeowners Association Inc. et al.
06-23-5756-8 - Moriah Anderson V. Providence Homeowners Association, Inc.
06-22-4786-8 - Shalonda Vida v Providence Homeowners Association et al.
06-22-4827-8 - Melissa Sykes v. Providence Homeowners Association, Inc., et al
06-22-4805-8 - L.R. v Providence Homeowners Association et al.
06-22-4524-8 - Alecia Bowen-Mackey V. Providence Homeowners Association
06-22-4452-8 - C.B. v. Providence Homeowners Association
06-22-5007-8 - Sheneka Morris v. Providence Homeowners Association, Inc., et al
06-22-4967-8 - Janay Curry v. Providence Homeowners Association Inc., et al
06-22-5091-8 - Yan Cai v. Providence Homeowners Association, Inc., et al
06-22-4991-8 - Terrika Billingsley v Providence Homeowners Association, Inc. et al.

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Camille Brown Former Rep. CP D. J.

Don Fisher (Former PHOA President)

III. Case Summary

A. Interviews

[TAB B1.6] Complainant: D.J.
Date of Interview: December 08, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

D.J. clarifies that she is not being represented by anyone. D.J. renewed her lease in April 2023.

D.J. planned on moving out and was not able to do so because she had difficulty finding a house where the landlord accepted vouchers. D.J. called around 15-20 houses and looked for housing for approximately three or four months. D.J. wanted to move out for several reasons:

1. A map was released showing where the Section 8 rentals were located, and this made her uncomfortable.
2. Her children did not want to live in Providence any longer.
3. She no longer felt welcome.
4. Felt like she was "living in hell."
5. The looks – feels everyone knows she is a participant of the Section 8 voucher program.
6. The amenities – is not using them.

D.J. has noticed some changes in the neighborhood. For instance, before the Martin Luther King, Jr. holiday was not celebrated and now it is celebrated.

Concerning any money spent, D.J. did not spend any money on application fees. D.J. spent money on gas to view around four to five houses; these houses were approximately 25-30 minutes away from Providence Village.

Amenities: D.J. does not allow her children to go to the pool because she does not feel comfortable. Her son used to frequent the basketball court and skate park and stopped going because of what was happening. It has been around a year now and her son now goes to the

basketball court and skate park “every now and then”.

Complainant experienced emotional distress and sought treatment.

[TAB B1.8] Complainant: D.J.
Date of Interview: October 06, 2022
Type of Interview: Telephone
Interviewer: Shepherd-Guillory, Glenda L.

Present on the call Representative Camille Brown, Director of Advocacy and Education North Texas Fair Housing Center

Complainant stated she is an African American female who has two children (boy 13 and girl 4) both who have special needs and are in special education programs in the Aubrey School District. Complainant states that she has physical and mental disabilities. She stated because of the policy implemented by the respondents, she is more anxious. She indicates this case has taken her to a dark place because she thought she was going to be homeless. She also stated that people pass by her house and kind of stare at her and then will burn off. She stated that she does not allow her children to go outside by themselves since this rule has been passed. Her son doesn’t get to go to the basketball court or play with his friends anymore. Complainant also indicates that her son has started acting out because some of his friends have moved and he is scared that he will have to change schools if they have to move. She states that she worries about her housing security and stability as a result of this policy because you just don’t know what will happen.

Complainant stated that during her tenure at Providence Village, she received a notice about her overgrown bush (sometime last year). She stated that she drove around and saw other people’s yards that were worse than hers and she doesn’t believe they are getting any infractions. She received a notice in her mailbox.

Complainant indicates she is still in the community and has a housing choice voucher with Denton Housing Authority. Complainant stated she first received her voucher and moved into Providence Village on April 19, 2021. Complainant is not under any protective orders or VAWA. She stated that she was not on a Pathway to homeownership program with the housing authority. Complainant stated that her landlord is Alicia Bowen- Mackey who has two rental houses, both are on Section 8. She stated that the landlord also has a fair housing complaint.

Complainant stated that there was a Facebook group (unsure which) where all of the Housing Choice Voucher Recipient's addresses were posted with maps. She stated that she obtained this information from a TikTok one of the residents posted (The lady who was on the news Roesha?). Complainant stated that she has never gone to an HOA meeting. She stated that she went to the HOA office to get her access card and the people were rude and refused to initially acknowledge her coming in. She stated that she does not remember the lady’s name, but it was the older White lady who she dealt with (there was also a younger White lady). Complainant stated that she feels

as if the staff doesn't like dealing with Black people because they are always rude to Black residents, but not to the White residents. She stated they made her feel uncomfortable even before this rule was put in place.

Complainant stated that she found out about the new policy via email. She stated that when she got the email, she felt unwanted and targeted because she can't help her situation. She stated that she saw the video of the vote and it was upsetting to watch people be happy that people were losing their housing opportunities. Complainant indicated that she has never attended an HOA meeting. She stated that she is on the Nextdoor app, but she does not spend time on the app and has not been following the controversy surrounding Providence Village.

Complainant stated that she does not feel safe in her home anymore and that she no longer has peace in her home. Here children cannot go outside by themselves, she rarely goes outside to barbecue. She stated that it became worse when she found out that someone released a map of where all the Section 8 tenants were living. She indicated that she does not believe that she will be renewing her lease if she can help it. She stated the problem is that a lot of people are not taking vouchers, and she has to find a place that has good schools for her children who have special needs.

Complainant indicated that she gets nasty stares from neighbors as if she is not supposed to be there, which makes her very uncomfortable. She also stated that when she first moved in, they had to deal with the HOA staff member who was rude and ignored her but serviced White residents who came in during that time with professionalism and enthusiasm. She stated that it was an older white lady and a younger white lady who was in the office that day and she felt they both were rude. She stated that Cody was there, saw it happen and didn't do anything to intervene. Complainant stated that she did not complain about this behavior to anyone. Complainant stated that she no longer uses any of the amenities of the property since this rule has been in place.

Complainant stated that her lease is up at the end of April 2023. She stated her landlord has been in touch with her regarding the change of policy. She stated that her landlord offered to rent her another property, but the property is in the Denton school district and the schools are not comparable to where her children are now. Complainant stated that she was looking for alternative housing, but she really hasn't been able to find housing that would accept the voucher in a place where her kids could have their educational needs met.

Complainant experienced emotional distress and sought treatment.

Complainant experienced emotional distress and sought treatment.
Concerning whether they pay any HOA fees to use the amenities, Mr. Smith and Ms. Johnson say they pay approximately $72 monthly to use the amenities.

[TAB B3.6] Complainant: C.B.
Date of Interview: August 15, 2022
Type of Interview: Telephone
Interviewer: Barnes, Shelly

C.B. receives her voucher through the Denton Housing Authority. Her voucher was issued under VAWA protections. She has had her voucher since the Summer of 2021. It was extended once. In November 2021, she secured housing in Providence Village. This is the only home in Providence Village she has lived in. Her landlord is Melissa Kabler. C.B. lives in the home with her three children: an adult son, minor daughter (age: 17), and minor son (age:4). She also cares for her minor cousin (age: 4 years). She stated her adult son, is home on and off because he is going to school in Missouri. No one in her family has a disability. She identified herself as a black female.

Regarding the new policy prohibiting Section-8 renters, C.B. stated she was aware of it and became aware as a result of some posts on Facebook, where a woman was soliciting "yes" votes by offering to meet homeowners at their houses and other places of convenience, such as the pool, in order to collect "yes" votes. C.B. stated the post was specific to "yes" votes. Following the post about the vote and its live streaming on Facebook, C.B. 's landlord contacted her and told her not to worry, that they would fight it, and she would not make her move.

C.B. did not attend the meeting because renters are not allowed to attend. She did not believe her landlord attended either because she lived out of state.

C.B. stated there were several Community Facebook pages.

- Providence Village HOA page
- Providence Village Uncensored Watercooler
- TMZ Providence Village (stated this one was the worst)
- Providence Village Section-8

Regarding the TMZ page, she stated it would often contain posts calling Section-8 renters "Ghetto trash" that they were the reason for the crime, that 99% of those on Section-8 were black, they were lazy, and did not deserve to live there. C.B. stated that there was a group that went by "Golf Cart Crew" who would post and go "live-streaming" driving around the neighborhood pointing out which homes were occupied by Section-8 renters. She stated that there were also people who would go on the Denton County "Busted" Facebook page and look for people to see where they lived and would them post their pictures online to shame them.

She was not aware of any inciting incidents that led to the passing of the rule. She was not aware of the stabbing until reading about it after the vote. She said there were two (2) shootings, and people posted that they involved renters on Section-8 and called them "ghetto trash". C.B. stated there was an incident at the pool where a white lady confronted her 17-year-old daughter and asked why she was there. C.B. arrived shortly thereafter, and her daughter told her about it. C.B. informed the lady to never speak to her daughter again.

C.B. stated that Jennifer Dautrich, and the Mayor, Linda Inman are on these pages frequently and have never spoken up to tell people to stop or made any attempt to address the behavior. She stated that some of the comments are not from people in the HOA, but it is hard to know because they are using aliases. She said one guy was really bad, his name was "skeeter something" C.B. stated she reported some posts to Facebook, but they did nothing about the posts. C.B. was willing to allow HUD access to her accounts to look at the pages, but stated she was removed from some, such as the TMZ one.

Regarding her safety, C.B. stated she did not feel safe because she does not "know who is who", meaning that because they are using aliases, she could not be sure who was posting things on Facebook. She stated she gets a lot of stares, and no one talks to her, or they ignore her. She stated there are a few friendly people, but not many. She stated she always feels the need to look over her shoulder and feels like she is always being recorded. No one has made any threats against her. She stated that a group of women who had been on the news about the rule were targeted and threatened. She confirmed the lady she was referring to was "FNU S." She stated on the TMZ page, there were posts that said something to the effect that one way or another "they would get her out of there."

C.B. stated she felt discriminated against because the rule was certainly targeted toward blacks. She stated white commit crimes and do not keep up their home just as much as anyone on Section 8. She stated the criminal background checks she had to go through are evidence that Section 8 renters are vetted to a higher degree than regular renters. She said she makes sure to ensure to tell her son to be respectful and careful because she is afraid for his safety.

C.B. stated her lease is up in November and hoped that the HOA would honor the stay that was currently in place. That notwithstanding, she stated she is looking for alternative housing because she does not feel safe. She stated it has been hard to find a landlord willing to accept vouchers. If not for the rule, she would like to stay, but since the rule, tensions have been high. She reiterated that she feels like she is always being recorded. If she were to move, her commute to work would likely increase.

was initially issued in Wisconsin around 2016. In December 2020, she moved to Texas to be closer to family. She began living at this property on December 24, 2020. Her lease is set to expire in June 2023. Her landlord is Ky Bui (Phone number. Hooper identified herself as a black female with a disability. She is also the caregiver for her disabled 28-year-old daughter, Kenyana Harper.

Also living with her are her adult granddaughter, Kiara Smith, and her children, a minor son (age: 2), a minor son (age: 5), and a minor daughter (age: 1).

Regarding the rule amendment, she became aware of it about 2-days after the vote following receipt of an email from the HOA which informed her of the rule and that she had 30-days to vacate. She did not attend, nor was allowed to attend the HOA meeting for the vote. She was not aware of any campaigns to rally support for or against the vote. She was not aware of any incidents that led to the vote. She stated she has seen stuff on the app "Nextdoor" but does not respond or engage. She stated there was a post of the video following the passing of the vote and stated the applause and clapping were very loud and people were very happy about it. She believed the video has since been taken down. She stated HUD could have access to her accounts if needed.

She stated her daughter, Lakeshia Johnson has also filed and has access to the same pages, maybe more. Hooper stated there was an incident when her adult grandson was visiting and was stopped by the police for walking down the street. Another incident occurred when she was at the pool with her grandkids and a white man got out of the pool and began to pound on his chest like a gorilla. She felt this to be racist, implying they were like apes. She believes the community has become more segregated since the rule was passed.

Regarding her safety, she stated she does not feel safe. Hooper stated she came from a nice neighborhood and wanted to live in another nice neighborhood, but the community does not make her feel safe. She stated there are lots of strange cars driving around and she feels watched. She stated she also heard that there was a list distributed providing the address of those on Section-8. She stated she has not been back to the pool since the incident with the man beating his chest and that she has not been threatened, but has seen threats to others on Facebook, stating they would get them, she said some of the posts were threats and some were people mentioning that they had been threatened. One she recalls was when the school caught on fire people blamed it on kids who lived in Section-8 homes, though there was no follow-up.

Hooper stated she believed she was being discriminated against due to her race. She stated they put a post up on Nextdoor that broke down the number of people on Section-8 based on their race. She believed that they were using Section-8 as a means to remove black people from their neighborhood.

Since the passing of the rule, her landlord has contacted her and told her he would fight it. She thinks that was one reason he had her sign a new lease that would end in June 2023. She stated she wants to leave because it is unsafe and does not want to live somewhere she is not

welcomed, or her family is not welcomed. She stated her cancer had been in remission until recently when she thinks the stress of everything may have triggered a reoccurrence. She stated if not for the new rule she would stay because she has invested a lot into the landscaping and maintenance of the yard, something she is really proud of. She said if not for her skin color, no one would know or would assume she was on Section-8.

[TAB B7.6] Complainant: Hooper, Valarie
Date of Interview: December 13, 2023
Type of Interview: Internet
Interviewer: Romero, Brian

Valerie moved to Providence Village in 2020 and did not have a formal lease at the time. When the Section 8 policies came in place her landlord stated she should sign a lease to protect her from being terminated in June 2022. Valerie talks about a moment where her and her daughter were at the pool, and she felt that she was treated differently. Valerie decided not to renew her lease and moved back to Wisconsin. Valerie is happy that she left Providence Village.

Valerie moved back to Wisconsin in May of 2023.Valerie mentioned that during June 2022 and May 2023 she had trouble finding alternate housing and mentions being homeless and moving from home to home with her family. Now that she is in Wisconsin, she still had to move a lot to find a home and she is currently in a new home. The only reason she says she got the home is because her son signed the lease for her. Valerie is currently paying $2,175 for a three-bedroom apartment. In Providence Village she had her dream home and only paid approximately $1,000 a month.

Valerie mentions that she has moved from what was a mansion to now a home that is not very accessible for her disabled daughter. Valerie applied to many apartments and traveled by vehicle between Wisconsin and Texas approximately 5 times to find an apartment, which cost her $300 each way. She spent $200-300 on application fees and $200 for hotel rooms.

Complainant experienced emotional and physical distress and sought treatment. She mentions that people stopped acknowledging her in the community after the new policies came. Valerie mentions that it was clear there was a division between White and Black people at Providence Village.

[TAB B8.2] Complainant: Butler, Valencia
Date of Interview: March 24, 2023
Type of Interview: Telephone
Interviewer: Barnes, Shelly

Valencia Butler is a black female and lives in Providence Village. She is a renter using an HCV issued by the Dallas HA. She has six (6) children. A 15-year-old daughter, 10-year-old daughter, 9-year-old son, 7-year-old daughter, six-year-old daughter, and a three-year old son. Her 9-year-old son has a disability that affects his ability to learn and a disability that limits his ability to

such as, “you don’t belong here”.

Ms. Jones says her boss can speak about her performance. Her boss could tell that she was going through a bad situation (mentally), and it was affecting her work performance. There were times when her boss would tell her, “You gotta figure it out”. Ms. Jones almost lost her job and is grateful that she was able to keep her job. Ms. Jones says this was stressful and at times felt like she was in a box and could not get out. She felt as if there was nothing she could do and that nothing was ever enough.

Ms. Jones talks about her relationship with her husband and says that she and her husband were separated at the time she was living in Providence. They are still together but they are not living together and adds that she cannot mentally focus on a relationship. Ms. Jones says she is overwhelmed and finds it difficult to cope. Ms. Jones further says that it takes a toll on her mind knowing that she lived in a good place and had to move to a bad place. Per Ms. Jones, you would not think that racism has a hold on a person, but it does.

Ms. Jones has never lived in an apartment and now she must live in an apartment that has bugs. These things do not sit well with Ms. Jones and on top of this her son is no longer with her. Her son was her “backbone”, her helper. She describes her relationship with her son as “very close” and feels that she has no one now.

[TAB B13.2] Complainant: Taylor, Takeya
Date of Interview: August 15, 2022
Type of Interview: Telephone
Interviewer: Barnes, Shelly

Ms. Taylor stated she receives her voucher through the Denton Housing Authority. She ported in from Indiana around July 6, 2019. She occupies a home located in at Providence Village. The home is governed by the Providence HOA. Her landlord is Bhavana Vayas. Taylor identified herself as a black female. She has three children, a minor daughter (age: 14), a minor daughter (age: 13), and a minor son (age: 10). She believes her son has a disability, but they are still waiting to have it looked at by a doctor.

Taylor was aware of the proposed rule change, and heard about it through Jim Ryan, the property manager for her landlord. She stated Ryan told her she would need to move, but then said she could sign a new lease that would allow her to stay until May 2023. She stated the lease was an addendum which stated that those on Section-8 were prohibited. She stated Ryan told her if she did not sign it, she would have to move.

In addition, to being told by Ryan, she also learned of the new rule from an App called "Newsbreak" and general word of mouth. She does not have Facebook. She did not attend the June 6, 2022, meeting and did not believe renters were allowed to attend.

She was not aware of any incidents that led to the decision to ban Section-8 renters. She was

Kabler stated she had not experienced any property damage, nor was aware of any other landlords who had experienced any. She stated she has not been harassed on Facebook, but that she does not post on there either. Before ending the call, Kabler stated that due to the publicity and media attention it is very difficult to find people who want to rent in Providence Village.

[TAB B17.2] Complainant: Bailey, Tequila
Date of Interview: March 28, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

Tequila Bailey identifies as a single female with five (5) children under the age of 18 years.

- Male – 14 years
- Female – 6 years
- Male – 5 years
- Female – 3 years
- Female – 1 year

Ms. Bailey is a participant in the Section 8 Housing Choice Voucher program ("Section 8") with the Dallas Housing Authority. Ms. Bailey resided in a house subjected to the rules and regulations of the Providence Homeowners Association ("HOA"). Ms. Bailey moved out in or around October 2022.

When asked why she moved out of the house, Ms. Bailey said she received a HUD letter in the mail that contained a listing of all the complainant's addresses, and this "spooked" Ms. Bailey. When asked what she meant by "spooked", Ms. Bailey said that when the letter arrived it was her son that checked the mail, and she noticed a Caucasian male standing behind her son. Ms. Bailey did not recognize the male, who she described as a White male around 5'9". Ms. Bailey felt uncomfortable after this because she felt the White male was watching them and their house.

Ms. Bailey contemplated staying in the HOA neighborhood when the Dallas Housing Authority held their meeting with them. Ms. Bailey said this meeting was about the DHA providing them (Section 8 voucher holders and landlords) with information about the HOA's Amendment. However, after she received the HUD letter and the Amendment being passed, Ms. Bailey decided to move out of the HOA neighborhood.

Concerning any lease violations received, Ms. Bailey said during her tenancy she received several lease violations for 1) garbage can being visible and 2) a dead tree that needed to be cut down. Ms. Bailey was not fined by the HOA or her landlord for these lease violations; however, Ms. Bailey added that it took her a while to cut down the dead tree and she received notices from the HOA telling her that she would be responsible for payment if the HOA had to cut it down for her. Ms. Bailey said her landlord is High Opportunity Neighborhood ("HON") and added that they did not take any action on removing the dead tree.

MHA incurred costs associated with notifying their clients, i.e. email, providing resources for legal aid clinics, etc.

Concerning whether they had to pay more in rent because of a PHOA related move, MHA says one client's rent went from $1495 to $2906, which is a $500-$600 increase in support.

Concerning staff time, MHA is a small office and two employees worked on PHOA for approximately 80 hours each. This included meetings with clients, meetings in Denton, meetings with HUD, etc. It also included speaking with attorneys about this case. They also produced educational materials for their tenants and landlords.

[TAB B20.2] Complainant: Johnson (Wilson), Allisha
Date of Interview: August 02, 2022
Type of Interview: Telephone
Interviewer: Cortez, Cris

Ms. Johnson said her lease was scheduled to expire on March 1, 2023. Ms. Johnson said she moved out of Providence Village on or around July 15, 2022, because her landlord wanted her to move-out due to the new Amendment.

Ms. Johnson said this has caused her and her children stress because they had to move out sooner than their lease was expected to end.

[TAB B20.3] Complainant: Johnson (Wilson), Allisha
Date of Interview: August 08, 2022
Type of Interview: Telephone
Interviewer: Cortez, Cris

Allisha Johnson identifies as an African American. Ms. Johnson said she has three children under the age of 18.

Per Ms. Johnson., she resides in a house subject to the rules and governance of the Providence Village HOA ("HOA"). Ms. Johnson moved into this house in or around March 2020.

Ms. Johnson identified her landlord as Judy Rooker.

Per Ms. Johnson, she is a participant in the Section 8 voucher program through the Dallas Housing Authority. Ms. Johnson. said her type of voucher is HCV and added that her case worker suggested she get the "Walker" voucher. When asked what a "Walker" voucher was, Ms. Johnson was not certain and said that it was a voucher for African Americans. Ms. Johnson provided her case worker's information for further questions about the "Walker" voucher.

Per Ms. Johnson., she became aware of the new Amendment to the Providence HOA Rental and

Ms. Johnson said because of the Amendment, caused her and her family emotional distress, depression, and stress. Due to this change, she had to deal with financial hardships and had to move out of the Providence HOA neighborhood.

[TAB B20.6] Complainant: Johnson (Wilson), Allisha
Date of Interview: November 30, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

Ms. Wilson confirmed she resided in the Providence Village neighborhood. From this neighborhood she moved to a neighborhood in Fort Worth, Texas. Ms. Wilson moved out on or around July 15, 2022.

When asked if she moved out before her lease had ended, Ms. Wilson could not remember if and said her landlord was "wrapped up in the case" and was allowing to move out without penalties. Ms. Wilson believed she moved out before her lease was up and as a result had a "hectic" move-out. Ms. Wilson could not remember whether the email came from DHA or the Homeowners Association, but it notified them that they had to vacate the house by September 10th or 15th, 2022.

When asked if there have been any developments since August 2022, Ms. Wilson said she has lost her job because she had to take three weeks off. Additionally, she lost her vehicle as well. At this time, she was working from home as an AT&T Customer Service Representative. When Ms. Wilson tried to return to her job, it was too late because "the damage was already done". Ms. Wilson said it took a while to transfer her Internet service to her new home and this delay caused her to lose her job. Concerning her husband's work, he had to relocate, and his trucking job was about an hour out, and due to the distance, he lost his job. Ms. Wilson said they both took this hard.

Concerning their lost wages, Ms. Wilson said she made approximately $14.50 per hour, and her husband made approximately $19 per hour. Ms. Wilson said her husband's new job pays him approximately $17 per hour, which is less than what he made. Ms. Wilson's husband was out of a job for three months before finding his current one. To date, Ms. Wilson says she has not been able to find a new job.

Ms. Wilson said that losing their jobs had an impact on them being able to make the car payment, which they lost about a week or two after moving out because the money they had was used towards their moving expenses. Ms. Wilson said they were able to get another car approximately four months after they moved (one month after her husband found his new job).

Ms. Wilson said the move-out was hectic and chaotic because it was rushed, and she had to "downsize" a lot of things because she could only afford a small moving truck that could not accommodate all their belongings. Some of the items that were left behind were her son's metal bed, a dresser drawer, a tv stand, her children's bikes, vases. Ms. Wilson said "a lot of stuff was

Department to have access to her account for the purpose of gathering evidence; she does not utilize any additional platforms related to the HOA.

Complainant no longer feels safe in the community because after they started talking about the Section 8 recipients, and once the vote for the amendment was passed, animosity within the community ensued. A few residents reached out to her husband, Alonzo Tutson ("Complainant Alonzo Tutson"), and the complainants held meetings to discuss options to counter amendment. The meetings included both homeowners and renters. The meetings were generally informal, and during one of such meetings held at the community park, as soon as they got there, they saw Mr. Fisher, and two other people who rode around in golf carts took pictures of them conducting meeting. Another community Facebook page, "TMZ Providence" posted a picture of them on their page. Complainant doesn't have access to that page, but someone in another group provided them with a copy of the post to show them the photo, and how some people in the community were, "talking trash" about them. Many residents were specifically saying how they believed Section 8 recipients were bringing crime to the community, and how they wanted to "respond with more violence." There was also a group of kids talking to police officer at that time for an unknown reason. Someone took a picture of them and posted it on the Facebook page and stated that the "Section 8 kids were getting in trouble with the cops again." Complainant believes that some people see minority children and automatically label them as Section 8 recipients, while saying that they have to get out of the community. There was also an incident where Caucasian teens were arrested after they approached other kids with a gun and stated that they must get Section 8 kids out of Providence schools. Complainant states that there is a man whose name is "skeeter has been banned" on Facebook who makes violent threats and comments like "shoot them" when referring to Section 8 recipients. Complainant thinks his real name may be Jim Pettit and states his FB page keeps getting shut down. Although many try to say that it is not about race, Complainant states that many people claim that Section 8 recipients are all black people. Complainant also mentioned community member Nicole Stockton, as another resident known for making discriminatory threats on the Facebook page.

Complainant states she is "not traditionally employed," but she runs a bakery out of her home. Most of her customers are from the community, and many residents know her. Since the discriminatory issues have started, her bakery business has gone down. She knows it's not because she's on Section 8 but believes it's because she and Complainant Alonzo Tutson are very vocal about their rights and how to go about pushing back on discrimination. Complainant has seen a steady decline in her business since June 2022. She has "everything legit for business" like a Facebook page, Venmo, a website, etc. Most of them have been shut down because people have begun reporting her saying she doesn't have a legitimate business. Complainant's business Facebook page was shut down for about two weeks in July 2022 for "impersonating a business." Although she doesn't use PayPal for her business, it too was shut down as a result of an anonymous report. Complainant frequents the community fitness center and pool and has not had any issues with accessing any of the amenities. She renews her access card every year and generally has felt welcomed there in the past. Complainant states her landlord has never directly reached out to them about the amendment changes and that she first found out about the changes by the notice received in January 2022, and when she started going to the community Q&A

discussions. The HOA later changed the rules so that only homeowners could attend the meetings, and they later kept a list and started checking IDs. On June 9, 2022, Complainant reached out to the MHA to ask about other available housing, and to inform them about the amendment and inquired about their options because they no longer felt safe in the community. The MHA executive director suggested they file a complaint with the Department. Complainant then decided to fight back since her family has been living there for 6-7 years, and her children attend the community schools. Complainant Alonzo Tutson is a person with a disability who may need to find a new doctor if they have to move. The process of dealing with the amendment has been "really draining" for Complainant and her family. She states that obtaining and maintaining the voucher is a complicated process on its own and dealing with the discriminatory issues makes things much worse for her family. This is the first time Complainant, and her family have been in a stable housing situation, and finally part of a community. Complainant has been attending school while Complainant Alonzo Tutson works, and she has been doing her best to be productive in the community, even with all of the negative comments and stereotypes about them. Complainant reiterated how her business has gone down and how children no longer come to visit her home as they had done before, seemingly because they are renters. She feels it would change even more if people knew they were Section 8 recipients with everything going on.

[TAB B23.5] Complainant: Alonzo Tutson
Date of Interview: August 24, 2022
Type of Interview:
Interviewer: Brock, Jasmeane

Complainant Alonzo Tutson identified himself as an African American man, husband, and father of three minor children. Complainant Alonzo Tutson and his family currently rent a home in Providence Village, where their landlord is AMC Investments LLC. He and his family first moved to the subject property in January 2016, which is also when they first received their Housing Choice Voucher (HCV) from McKinney Housing Authority (MHA). The T family are currently in an annual lease term for the subject property, which ends in January 2023. Complainant Alonzo Tutson has had no lease violations during her residency.

Complainant Alonzo Tutson states he concurs with Complainant's account of the information she provided to the Department regarding their family's experiences with members of the Providence community and notice of the amendment changes. Complainant Alonzo Tutson wanted to add that the HOA president, Ms. Dautrich, was "very adamant" that Section 8 recipients brought crime to the community. Complainant Alonzo Tutson states he has met with the mayor, councilmembers, and other people from the city about the amendment and the issues within the Providence community. He discovered from speaking with these people that the issue with increased crime, is the lack of lighting in the community. Complainant Alonzo Tutson states that the mayor is working on getting more lighting in the area. He states that it is "pitch black" by the community's pool at night because there are no lights, and that most of the crime taking place is not committed by Providence residents, which he states the police chief admitted. Complainant Alonzo Tutson states that the "city manager" is working with the "conserve energy provider" to determine which light locations are the responsibility of the HOA, and which are the

knows more because they use the internet. Complainant Alonzo Tutson has experienced emotional and physical distress. If they have to move, Complainant Alonzo Tutson is not sure where he and his family would go.

[TAB B23.6] Complainants: Sheilla Tutson and Alonzo Tutson
Date of Interview: August 24, 2022
Type of Interview: Telephone
Interviewer: Trebing, Michael

Sheilla Tutson, an African American female and Alonzo Tutson, an African American male along with their three children rent a home with a Section 8 Housing Chose Voucher. In January 2016 they moved into a home located in Providence Village. They were discriminated against due to their race when the Homeowner Association (HOA) changed its policy not to accept or renew section 8 housing vouchers in rental properties within the HOA. This change subjected them to different terms and conditions to those applying for a rental without Section 8.

The Tutson's stated that as long as they have lived in the home, they have never had one lease violation or complaint from the HOA.

The Tutson's stated that the policy changes were sparked by an issue last summer involving a black teenager stabbing a white teenager during an altercation between the two teenagers. So, in January 2022 the HOA sent out a voting request to give them authority to make changes to the HOA policies. They also sent a draft of the HOA policies changes with the voting request.

Current HOA President Jennifer Dautrich and former HOA President Don Fisher were pushing of the changes to the policies. In February 2022 the President of the HOA held a Q and A section to address the changes, the HOA President said during this section it was her goal to get out the Section 8 renters. It was the HOA President's view that Section 8 renters bring crime to the area. Passing the amendments was part of her campaign to became HOA President. These meeting were not recorded because the Q and A the HOA President was holding were not considered HOA meetings. The Tutson's stated that the HOA President got very upset when one of the Q and A section was recorded and post online.

The Tutson's stated that voting on the amendments started in January 2022 and was scheduled to close in December 2022. However, the HOA President stated the voting would stay open until the required 51% was reached. The HOA President along with the town Mayor went door to door to get the votes they needed; they would skip those houses that were renters. The HOA President would allow the HOA members to change their vote if they wanted to and only the HOA President saw and handled the ballots. The required 51% was reached in June of 2022. Both of the Tutson's said they were active on Facebook for Providence Village it is a private page and that there were many different conversations about the amendments.

Neither one of the Tutson's feel safe at Providences Village since the amendments to the HOA policies passed. Many of the post on the Facebook page had a lot of animosity towards renters

on Section 8. The Tutson's organized a meeting with homeowner, renters, and the former HOA president the meeting was held in a public location. During the meeting they were harassed by other residents (Christopher Corona and Jim Pettit) of Providence Village. Pictures were taken of the meeting and post on the TMZ Providence Village Facebook which is not open to renters. A lot of the post believe Section 8 is bring crime they want to get rid of Section 8 renters. The Tutson's stated that many of the post on this Facebook page are misleading and used to picture people of color in a bad light. They also mentioned the following people we're also very active on this Facebook page posting derogatory comments about the renters and those people on Section 8 housing. (Nicole Stackton, Brandie Hurly, Michelle Jensen, Marrie Hullender, and Mary Jane Cannery.

The Tutson's said since the amendments to the HOA polices passed the mood in the neighborhood has changed the number of kids that come by the house has dropped off and Mrs. Tutson's home baking business sales have dropped off and she has been harassed by people turn in anonymous complaints to Facebook, PayPal, Venmo, and Square these complaints have shut down her accounts which takes her months to get fixed which in turn hurts her business. She has all the required paperwork to run a business along with all the tax documentation required but still people turn in complaints that she's not a legitimate business. They believe that this is happening because they are taking an active role in fight the change to the HOA polices.
The Tutson's said that they sent the information to the landlord about the changes to the HOA polices, the landlord was unaware of any of the proposed changes. They also asked if the landlord had a different property they could move to when the rent was up, the landlord doesn't have other properties for rent. They also reached out to Ms. Miller at the McKinny Housing Authority about the changes. Once the changes where passed the filed the housing complaint.
Mr. Tutson stated the real issue is not about who lives where it's about the lack of lighting throughout the community. This lack of lighting provides opportunities for criminals to commit crimes in the cover of darkness. He is working with community leaders and the local electric company to improve the situation. He also stated the crimes in the community are being committed by people outside of the community. During a town hall meeting in June of 2022 to establish a neighborhood watch the Police Chief provided information that backed that statistic that the criminals were coming in from outside of the community.

Mr. Tutson also discussed another policy that was discriminatory towards renter which requires them to hire a licensed third-party lawn service to take care of their lawns and these services must be approved by the HOA. Currently Mr. Tutson is having a veteran cut his lawn that lives in the community unfortunately the member is not licensed therefore he cannot continue cutting his lawn therefore this policy is also hurting members living the community.

Mr. Tutson is disabled and moving from his current location could cause him financial hardship and he could loss the consistency of care depending on where he moves, because he may have to changes his doctors.

The Tutson's said this whole thing has been stressful and taxing on them. Dealing with the negative feelings people have towards individuals that utilize Section 8. Mr. Tutson said as a

man it has been very difficult trying to provide for his family and keep them safe, he also stated that the kids seem to know there's an issue and they no longer let their youngest child walk to and from school by them self. Additionally, the stress has caused his health issues to become worse. Neither of the Tutson's had any issues using the amenities within Providence Village.

[TAB B23.12] Complainants: Sheilla Tutson and Alonzo Tutson
Date of Interview: December 01, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

Alonzo Tutson and Sheilla Tutson say the biggest part of the expenses they incurred were due to having to relocate. They paid for application fees, security deposit, a U-Haul truck, and for a storage facility. They paid $1400 in partial rent for the month of February 2022. They also incurred expenses for utilities and broke these costs as follows:

- The deposit for water was around $100.
- The deposit for electricity was around $250.

Regarding the U-Haul truck, they had to pay an additional two days, and these two days added an extra $160. They have receipts and will provide these to FHEO. Further, the rent doubled and went from $1495 in PHOA to around $2690 in their current neighborhood.

Their landlord told them sometime in December 2022 or January 2023, that their lease was not going to be renewed when it ended. Their landlord reached out to them around August 2022 and was concerned about the rental and leasing rules that had been passed. Even though the HUD Stay Agreement was in effect, their landlord gave them a non-renewal notice. They had been living in the Providence Homeowners Association (PHOA) neighborhood for the past seven years.

They moved out of the PHOA neighborhood and live approximately one or two miles away from this neighborhood. While they were relocating/moving, they drove back and forth from their new place to their old place to pick up and drop off their children because their children were in a different school district. It took them approximately two weeks to move all their belongings out of their old place. Mr. Tutson began moving their belongings in his car to the storage unit and then it took them about two more weeks to get their belongings out of the storage unit into their new house. They say it took them about a month or longer to move. For around three to four days, they spent between 24-32 hours moving and it felt like a full-time job to them. Then they spent approximately 4-5 hours a day for at least two weeks.

Sheilla Tutson talked about how she became restless during COVID in 2020, when things were shut down. Sheilla Tutson says she loves to cook and bake and started baking out of her house. Sheilla Tutson used social media to post pictures of her baking which resulted in her connecting with someone in the neighborhood. Sheilla Tutson also attended the Farmer's Market and took her baking products. Sheilla Tutson says that Alonzo Tutson and their children started helping her and she became known for her baking. This gave Sheilla Tutson a great sense of pride and it

when she received an email from the HOA on June 6, 2022.

[TAB B24.3] Other Witnesses: Franklin, LaBrasha
Date of Interview: January 17, 2024
Type of Interview: Internet
Interviewer: Barnes, Shelly

Franklin stated that since she last spoke with HUD, in August, a lot has happened. She is no longer living in Providence Village. She moved to Forney around September 2022. She stated her landlord did not make her move, but they did not get along, so moving was not an issue, and she was on a month-to-month lease. She wanted to move because she no longer felt safe and comfortable for her and her children. Franklin stated she did not feel safe because at some point the addresses of those on Section 8 were posted. She stated that there was one incident where a lady came to her work and started making a scene, trying to get her fired. Another incident was when she and her kids went to the pool and as soon as they arrived people started leaving, with one person saying that they were not going to be swimming with "them". She also stated that the posts that were on Facebook were upsetting. In addition to the above, Franklin mentioned the incident involving the playground being burned down. She stated that people immediately rushed to say it was cause by children whose family was on Section 8, but they stopped when it came out the fire was started by the children of homeowners.

Frankin spoke of an incident involving Complainant R.S. and her neighbor. She stated they were having an argument, so the white neighbor called his friends, and then R.S. called her friends. The result was white people on one side of the street and black people on the other. The police were called, and they blocked off the street. Franklin stated much of the tension began around March when the rule change was first brought up. Franklin stated people stated posting people's mugshots and saying other things on Facebook. There was one incident where a child of a mother on Section 8 shot a 2-year-old with a water bead gun. When the mother found out, she took the child to the police to turn him in, and she apologized online. Despite her efforts, Franklin stated she was "blasted" on Facebook for being on Section 8. Franklin stated she felt like a second-class citizen.

Franklin stated it took her a long time to find a new place and probably spent about 40 hours a week from May until September 2022 for her to find a place. She found two places and paid an application fee of $50 for one and $60 for another. She had a recent background check run for her work in childcare and offered her fingerprint report to use in lieu of having to pay for a background check. The first place she found she really liked, but the owner never called her back, so she accepted the second one. Her new home is a three-bedroom single story home. The one in Providence Village was a two-story four-bedroom home.

Franklin stated her children had to change schools. Franklin and her children experienced emotional distress due to the move and this experience and sought treatment.
Franklin stated that before the rule change, she was working at a local fast-food restaurant where she made about $13 an hour working about 35 hours a week. After the rule change, she went

Per Ms. Vida, her assumption is that because those involved in the fights were "a lot of Black kids", people associated them with being on Section 8. Ms. Vida felt that due to this, there was a sentiment to get rid of Section 8 participants and these problems would go away.

Ms. Vida is on social media, specifically on FB. Ms. Vida said that she is a member of a private webpage on FB known as, "Unofficial PHOA Water Cooler". Ms. Vida said there were multiple FB pages about Providence Village and believed that "a lot of people" were taken out of these groups. Ms. Vida said she joined this group because it was a way for her to see the news about the neighborhood.

Concerning her seeing any conversations or negative comments that took place on social media regarding Section 8 tenants, Ms. Vida said she saw such comments "every day, all day". Ms. Vida said these comments were made before and after the vote. R.S. said people were celebrating the decision/vote before it was even made. Per Ms. Vida, a comment that "stuck out" to her was made by a man that said something to the effect of "a couple of bad apples messed it up for ya'll, but ya'll should have went." Ms. Vida said that there was a lot of back-and-forth arguing. Per Ms. Vida, she argued with some homeowners as a way to defend herself because of the negative comments made about Section 8 tenants. Ms. Vida described it as a "big ol mess".

Ms. Vida believed that most of the private FB groups relating to Providence Village have been deleted. Ms. Vida added that many people were removed from the groups, and she was not sure whether the page was deleted, or people were just removed.

Ms. Vida is not familiar with the Nextdoor app.

Concerning her safety living in the HOA community, Ms. Vida says she no longer feels safe in this community. Per Ms. Vida, she feels the tensions are running high. At this point, Ms. Vida feels that people were just pretending to be these nice, good people and now it is starting to turn bad. Ms. Vida feels that all Section 8 tenants are being put in the "same bracket" when just a couple of Section 8 participants may have caused problems. Ms. Vida feels that they are "coming for us", meaning Section 8 participants, and she does not trust them. Ms. Vida said she is actively looking every day for somewhere else to move.

When asked if she was aware of anyone making threats against residents in the Providence Village community, Ms. Vida said yes. Ms. Vida mentioned a video about someone going to one of the Section 8 tenants' houses and arguing. Ms. Vida said the video showed a man arguing with a Section 8 participant. Ms. Vida said the man was the Section 8 tenant's neighbor and constantly harassed the Section 8 tenant. Ms. Vida added that she does not think she lives near "the ones that were really going at it". Ms. Vida said she has never had anyone mess with her because her "little block stays to themselves".

When asked where she saw this video, Ms. Vida replied on "one of the Facebook groups". Ms. Vida did not know who the man in the video was or what his name is. Ms. Vida believed the video has since been deleted and she does not know the names of those involved. Ms. Vida was

neighborhood, which is a couple of neighborhoods down, won their case.

Before the HUD Stay, Ms. Vida said her landlord told her that he could not afford the $300 weekly fine and that he plans to sell the house after she moves out.

Concerning alternative housing, Ms. Vida said she has found similar housing and is having difficulty with the deposit. Per Ms. Vida, some of the houses she found are approximately an hour away, which will be further from her son's doctor. If she has to move an hour away, the move will also affect her daughter because her daughter is homeschooled and when they move, she will have to get her out of home school, where she is comfortable, and into a public school. Ms. Vida said her children are home-schooled by a teacher in her neighborhood.

Ms. Vida is not under any VAWA or protective order where her identity needs to be protected.

Ms. Vida is not part of a pathway to homeownership program offered through her housing authority.

[TAB B29.4] Complainant: Vida, Shalonda
Date of Interview: December 07, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

Shalonda Vida confirms her move-in date as March 2021, and from March 2022 to around October or November 2022, she was on a month-to-month lease arrangement, after which she signed a one-year lease. Ms. Vida moved out of the Providence Homeowners Association (PHOA) neighborhood in or around mid-October 2023.

During the summer of 2022, Ms. Vida ran into issues with finding alternative housing. Ms. Vida says there were a lot of people searching for housing at the same time and it was in high demand. Per Ms. Vida, her voucher type does not pay for relocation fees and at the time, she was not in a financial position to pay for these fees. This was stressful for Ms. Vida because she had a limited amount of time to find alternative housing before she lost her voucher, and she did not want to lose her voucher. Ms. Vida felt like she did not have much of a choice but to stay in PHOA and resign her lease. Ms. Vida's voucher was limited to the Dallas/Fort Worth (DFW) area.

Ms. Vida does not work and looked at approximately 10 houses, which were between 20-30 minutes one way from her PHOA house. Ms. Vida spent money on gas to travel to view these houses. When looking at a house, Ms. Vida spent around 15 minutes looking at it and if she spoke with the landlord then it took around 30 minutes to look at a house. She also lost time with her children while searching for alternative housing, though she does not remember how much time was lost. Ms. Vida did not hire someone to help watch her children while she looked for housing.

Concerning her work situation, L.R. currently works from home and added that she was fired from her previous job in or around June 2022, within 60 days of her start date (April 2022). L.R. said she took time off from work due to her medical issues, and because the situation overwhelmed her, and she could not deal with the pressure of trying to find somewhere to move. L.R. said she gets paid hourly and lost wages because she went from making $23 an hour to making $18 per hour. L.R. started her current job on or around July 25, 2023.

L.R. and her family do not go outside as much because she does not want her family to be dealing with "the mess". Yet, she also does not want her family being "cooped up in the house". L.R. said her children, ages 13 & 15, do not like staying inside the house, but she does not know how to talk to them about what is going on in their neighborhood. Her two older sons, 18 & 19 years, moved out of the house and were taken off the lease in August 2023. L.R. said her two older sons left because they did not want to be in Providence Village. Before the Amendment, L.R. and her family would be out more often. Her younger children do not understand what is going on or why they must stay inside the house. Her two older children, 18 & 19, have moved out because they do not want to be in Providence Village. L.R. wants to be somewhere quiet and in peace. She took the opportunity to move to Providence Village because she wanted to be at peace and now that they live here, they cannot even use the pool.

L.R. has experienced emotional and physical distress and has sought treatment.

[TAB B32.2] Complainant: Jernagin, Shantell
Date of Interview: August 31, 2022
Type of Interview: Internet
Interviewer: Cortez, Cris

Shantell Jernagin identifies as an African American female with two children under the age of 18 years. Per Ms. Jernagin she currently resides in a rental house that is subject to the rules of the Providence Homeowners Association ("HOA").

Ms. Jernagin said is a participant in the Section 8 program and her voucher was issued by the Dallas Housing Authority.

Ms. Jernagin said she and her family moved into the house on or around July 14, 2021. Per Ms. Jernagin her lease ended on or around June 30, 2022; however, she renewed it and then changed her mind and continued with a release to vacate, which she signed on August 3, 2022. Ms. Jernagin said she never received a lease violation from the HOA during her tenancy.

Ms. Jernagin said that today was her last day in the rental house as she had given her 30-day notice to vacate the house. Per Ms. Jernagin she decided to move out because she was skeptical about living in the neighborhood. For instance, Ms. Jernagin said that her neighbors were going through her mailbox. Ms. Jernagin believed that people come inside her house when she is not there. When asked why she believed people come into her house when she is not around, Ms.

Jernagin's reason was that the garage door is "halfway open" when she returns home. Ms. Jernagin said she has mentioned the incidents to her landlord and her landlord did not take any action Ms. Jernagin identified her landlord as Shangdong Feng.

Ms. Jernagin mentioned other examples, such as her internet box being tampered with, and some of her packages being left at her next-door neighbor's door, Susan. Ms. Jernagin feels that her packages should not "end up" at Susan's door because her street address number is in front of the house and is visible. Ms. Jernagin felt there was a tracking device on her car because anytime she drives somewhere her vehicle is tampered with. Ms. Jernagin also felt like she is being followed and recorded.

Ms. Jernagin expressed concern about allowing her daughter to go to the park by herself. When asked why she felt concerned, Ms. Jernagin said that the kids do not want to play with her. Ms. Jernagin added that at school, her daughter's teacher screams at her daughter. Ms. Jernagin mentioned that her daughter was bullied and has been called names while her daughter's and her daughter's "teacher was sitting right there".

Ms. Jernagin felt that everyone knew that she was a participant in the Section 8 program and questioned why or how they knew this about her. Ms. Jernagin said that she does not make it a point to go outside and stay inside her house.

Concerning the Amendment, Ms. Jernagin became aware of this policy by email. Per Ms. Jernagin, an email was sent to her. Ms. Jernagin said before the Amendment was implemented, there was talk about a neighborhood watch. Ms. Jernagin mentioned a meeting that took place at Monaco Elementary School.

On or around June 2, 2022, Ms. Jernagin said she called her landlord because she had to resign her lease and when her landlord did not answer her call, she then sent a text message. Sometime in or around June 6, 2022, Ms. Jernagin said she signed a new lease. Per Ms. Jernagin, after she signed the lease, her landlord became aware of the Amendment and reached out to "Corey" about the policy.

Ms. Jernagin said she did not attend any of the meetings held concerning the Amendment; however, she received emails about these meetings which discussed the policy. Ms. Jernagin said the HOA also notified residents/tenants via online, YouTube.

Ms. Jernagin is not aware of any campaigns or of any incidents/events that may have led to the changing of the policy.

Concerning seeing any specific conversations on social media regarding Section 8 tenants, Ms. Jernagin said she recalls seeing this. Specifically, Ms. Jernagin mentioned seeing comments which referred to Section 8 participants as "hoodlums", referred to the neighborhood as "the hood", and "that they need to leave" on the Nextdoor app. Ms. Jernagin said there was also discussion about how "Savannah kicked out" its Section 8 participants from their neighborhood.

[TAB B32.3] Complainant: Jernagin, Shantell
Date of Interview: December 06, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

Shantell Jernagin moved out of the Providence Homeowners Association (PHOA) neighborhood on or around July 30, 2022. Ms. Jernagin and her family were homeless and living in her car near Denton, Texas, in the month of August 2022. Ms. Jernagin says she went to a homeless shelter and at the time she went, they did not have any beds. Ms. Jernagin wanted her children with/near her, so they all stayed in the car. During the day they spent time at the library. Ms. Jernagin does not have family that would have let her, and her family stay with them.

Ms. Jernagin says this experience was long and stressful and it was very difficult for her because she did not have any money. Ms. Jernagin says she and her family moved to PHOA because she wanted a better life for her family, but it was not easy. During her time at PHOA, she felt like she was being followed. She was scared for her safety and her children's safety. Ms. Jernagin's garage was broken into; a man would park in front of their house; when she took walks around the neighborhood, someone in a golf cart followed her, etc. Ms. Jernagin says what they went through was "a mess".

Regarding the costs associated with the move, Ms. Jernagin spent about a month looking for alternative housing. She had difficulty finding a new place because no one was accepting the Section 8 voucher in the Providence area. Ms. Jernagin searched every day until she found her current landlord. Her current landlord worked with her and allowed her to pay the $2300 deposit in increments of $100 until paid. She also paid a $40 application fee for her current house and paid an application fee ($100) for a house in Denton. She also spent money on gas (approximately $200). Additionally, she had an oil leak in her car and spent around $300 to purchase oil for her car.

During the time when they were homeless, Ms. Jernagin spent around $500-$600 eating out. On one occasion, her daughter got sick from the food her daughter ate at the shelter. Ms. Jernagin took her daughter to the emergency room, and this is where they slept on that night.

Concerning the new housing, Ms. Jernagin pays $237 out of pocket for the rent that is not covered by the voucher. In the PHOA house she paid $200 per month. Ms. Jernagin paid around $150 to turn on the water at her new house; and around $175 to connect the electricity.

Ms. Jernagin and her family experienced emotional and physical distress and sought treatment.

Ms. Jernagin says most of the furniture that is in her current house was given to her; however, she purchased a bed for her son. She does not have a washer and dryer in her current house and uses the laundromat, which costs around $100 monthly. Ms. Jernagin estimates she spent $2500, to include hangers, clothes, etc., to refurnish her current house.

Ms. Jernagin says the color of your skin should not matter. Ms. Jernagin says she and her family are not one of the “bad” ones. She and her family were not causing any problems at PHOA. Ms. Jernagin wants her and her family to live in a nice neighborhood because she does not want to live in the “hood”. She is scared and she no longer lets her children stay at other people’s houses. The PHOA experience has changed her perspective because she and her family were “kicked” out of a place they called home.

[TAB B33.2] Complainant: Guerrero, Michael
Date of Interview: August 26, 2022
Type of Interview: Telephone
Interviewer: Barnes, Shelly

Mr. Guerrero is a landlord who rents a home governed by Respondent HOA. Guerrero stated he bought the home about one and half years ago and was renting it to an HCV recipient issued by the Dallas Housing Authority. This had been his only tenant until recently. She stated she was black and had maybe 5 children. He was not aware of their disability status. He did not believe she had filed a complaint. The total rent was $3500 a month, a portion of which the tenant was responsible for, maybe two or three hundred dollars. he could not recall without pulling her HAP contract. This tenant moved out at the beginning of August 2022, because she was afraid of suddenly losing housing following the rule being passed. He believed the Housing Authority offered her a quick voucher to move due to the rule. He stated her new home is much smaller and that she went from a 3000 square foot home to a home about half the size. He believes it is in Fort Worth. He stated he never had any problems with her as a tenant, nor did he receive any complaints about her, or her family form the HOA.

Guerrero has worked with HCV recipients before. He stated he has about 29 rental properties, the majority of which are occupied by HCV holders. He only has one in Providence Village. The homes are owned under a corporate entity, Warrior Acquisitions, LLC.

He was not at the June 6, 2022, meeting when the rule was passed and did not recall hearing much about it until after that. He stated he received a letter in the mail asking him to indicate whether or not he supported the proposed rule. He reported that he did not support it. He believed that was his "vote". he did not have a copy of the letter. He did not know what led to the rule being proposed and questioned how the HOA would know who was on Section-8 or not. Further, he stated he believed they would only know they were rental homes because there had to be a certificate of occupancy, and the utilities were put in the new tenant's name--and perhaps people saw the utility companies at the property.

He was not aware of any other versions of the rule prior to it being passed. He strongly believed that the rule was passed because the HOA did not want black families in the neighborhood.

He stated the tenant never contacted him about any harassment.

Regarding the impact of the rule, he was impacted by losing some of the rental income, however,

Concerning her awareness of any incidents or events that may have led to the policy being changed, Ms. Sykes said she is not aware of any. Ms. Sykes said she is not originally from Texas and moved into the Providence Village community on or around August 1, 2021. Per Ms. Sykes, on an undated weekend, when she was out of town visiting her children that reside in St. Louis, MO, she heard about a shooting that took place in the Providence Village area in or around June 2022. Ms. Sykes said she cannot confirm this because the shooting took place in Phase II, and she resides in Phase III of the Providence Village community. Ms. Sykes said it was the only incident that she heard about.

When asked where she heard about the shooting incident, Ms. Sykes said she saw/heard it on social media site, Facebook. Ms. Sykes was unable to recall the specific Facebook page.

When asked if she had social media accounts such as Facebook, Instagram, etc., Ms. Sykes said, "I'm not on social media. I do have children that are on social media" and her children sometimes tell her about things happening on social media.

When asked if she was aware whether Providence HOA had a public or private Facebook page, Ms. Sykes believed they had a public page because the general emails that are sent out by the HOA says to like them on Facebook. Ms. Sykes said she is not aware of any private Facebook pages.

When asked if she was familiar with the Nextdoor app, Ms. Sykes said she has an account and is "not actively on there". Concerning whether on occasion she signed into this account and if she had seen any negative comments made about Section 8 participants, Ms. Sykes said, "yeah". Ms. Sykes added that some commentors used the "N word for niggers". Ms. Sykes said some of the comments she read said something to the effect of, it should only be homeowners living in Providence Village, Section 8 renters had to go, indicating the Black or African Americans are the ones "messing up communities" because of the fighting that is going on. Ms. Sykes said when she saw the negative comments, she "immediately got off because it kind of pissed me off".

When asked if she would be willing to grant HUD access to her Nextdoor account for purposes of gathering/collecting evidence, Ms. Sykes said "yes", she would be willing to grant HUD access.

Concerning any safety issues while residing in the Providence Village community, Ms. Sykes said she generally felt safe until on or around June 15th when she received the email stating that Section 8 renters "had to go". Since on or around June 15th, Ms. Sykes said she did not feel safe living in the community because the HOA was basically forcing her and her family to move out. This caused her to "scramble" to find new housing because if not "we were basically facing homelessness". Ms. Sykes said she is a firm believer in the idea that "if I'm not wanted somewhere, why should I stay where I'm not wanted?" Ms. Sykes believes that there is racism in the Providence Village community, and this makes her uncomfortable.

Per Ms. Sykes, she moved into a rental house in Providence Village, Texas sometime in or around April 2018. Ms. Sykes said she is no longer residing in this house, which was subject to the rules and regulations of the Providence Homeowners Association ("HOA").

Ms. Sykes identified a person named Anthony as her landlord when she first moved; however, in or around April 2022, Ms. Sykes added that the rental house was sold to a new buyer and she never met the new owner.

Ms. Sykes said she moved out on or about July 17, 2022. When asked why she moved out, Ms. Sykes said it was because of the rental restrictions that the HOA brought forth but more so because of the harassment and discrimination that she was being subjected to.

When asked if she received any lease violations from the HOA, Ms. Sykes said she received some about lawn maintenance. Ms. Sykes said she never received any fines for these violations.

Per Ms. Sykes, she is a participant in the Section 8 program with the Dallas Housing Authority. Ms. Sykes said her voucher was switched to a Walker voucher sometime in late June 2022 or the beginning of July 2022.

Concerning the Amendment to the HOA's Rental and Leasing Rules (policy), she heard "bits and pieces" beginning in late 2020. Sometime in May 2022, Ms. Sykes began receiving notifications, such as emails, about the policy.

When asked if she attended any meetings held discussing the policy, Ms. Sykes said "no ma'am" because they were not allowed to attend those meetings. Ms. Sykes clarified that the meetings were for homeowners and renters, to her knowledge, were not able to attend.

Ms. Sykes said she became aware of the June 6, 2022, policy change through an email she received. Ms. Sykes explained that the email was part of a "blast email" that was sent to the community. Ms. Sykes also said the policy change was posted on Facebook (FB) a community page. Ms. Sykes also said that videos about the meetings were posted on social media.

When asked how the vote was conducted, to Ms. Sykes's understanding based on what she read and heard, the passing of the rule needed at least 52% of the homeowners' votes.

Concerning any campaigns and/or petitions to change the policy, Ms. Sykes said she is aware of homeowners who went door to door soliciting signatures for a petition to ban Section 8 from the neighborhood. Ms. Sykes said she became aware of this campaign from her neighbor who told her about this. Ms. Sykes did not know who the neighbors were that were petitioning for the Section 8 ban. Ms. Sykes did know whether any HOA Board members were part of this petition.

Ms. Sykes identified the neighbor as R.S. Ms. Sykes added that she and R.S. were friends at the time and currently they are no longer friends. Ms. Sykes was unable to provide contact

recalled that her neighbor “pulled his britches down and moon, you know, moon folks”, meaning that her neighbor exposed himself to them. Ms. Sykes said there were children outside at the time and even though some of the neighbors told the police that the neighbor had exposed himself the police said there was nothing they could do.

Ms. Sykes said she did not need to file a restraining order against her neighbor because she felt that a restraining order in the State of Texas did not mean anything.

Concerning any specific conversations that took place on social media regarding Section 8 tenants, Ms. Sykes is aware of these conversations and has screenshots to support this. Ms. Sykes added that her legal representative had copies of these screenshots and would be able to provide FHEO with a copy.

When asked if she is familiar with the Nextdoor app and if any specific conversations took place on this platform concerning Section 8 participants, Ms. Sykes said she is familiar with this app and believed there were conversations about Section 8 participants but she could not say or provide details about this.

Ms. Sykes said her knowledge concerning comments about Section 8 participants comes from the Providence Village Facebook groups. Ms. Sykes the FB page was a private group page where an individual had to answer specific questions or show an identification indicating that the individual was a resident of Providence Village to be allowed into the group. Ms. Sykes said she was allowed into the group and had access at the time. Ms. Sykes mentioned two FB pages, the Watercooler Censored page, and Watercooler Uncensored page. Ms. Sykes said her legal representative has the screenshots concerning these FB pages.

Concerning her safety while living in the HOA community, Ms. Sykes said she felt safe; however, she knew that the neighborhood was predominantly White and felt there was “racism within the neighborhood”. Ms. Sykes felt the need to be protective over her children. Per Ms. Sykes she rarely allowed her children to go outside. When she let her children go outside, her children stayed nearby where she could keep an eye on them. She also allowed them to go to Ashley’s house, which was her neighbor from “down the street”.

When asked if she is aware of anyone making threats against residents in the Providence Village community, Ms. Sykes said her legal team has the screenshots to answer this question and added that she could not tell the investigator word for word.

Ms. Sykes said she has felt discriminated against and was unable to recall the names. Ms. Sykes said this information is on the screenshots that her legal team has in their possession. Ms. Sykes mentioned an individual by the name of Lawrence, who was her neighbor from across the street who self-identified as the leader of the KKK. Ms. Sykes described Lawrence as “over-controlling” and “racist”.

Ms. Sykes said she once had an altercation with Lawrence, maybe about a year after she moved

before Section 8 got there. E.T. indicated that he was trying to get people to do neighborhood watch. She talked to the mayor and showed her screenshots of what people were doing in the neighborhood, and the mayor acted like she did not know what was going on. Then E.T. found out the mayor lived there too. E.T. explained that one day she was having a girl's day at a lady's house and Lawrence was outside recording her car, but she did not know who he is was and asked him why he was recording her car. His response was "I hope you die," that he saw her on the news with another girl, and he stated he "hope [d her] brain explodes." E.T. stated that Lawrence's son is a councilman who works for the mayor. E.T. stated they came over in a golf cart and waved at people but did nothing about the situation. E.T. then stated that Lawrence's son has something to do with the office in the courthouse in the subdivision, but she is not sure if he is on the HOA board. When asked if she reported the incident to the HOA Board, E.T. responded that she reported it to the landlord and tried to report it to the police, but they said there was nothing they could do. E.T. indicated the FBI was called and they showed up to the house and gave them all information. E.T. could not remember when this occurred but mentioned that she has a chart. When asked if that chart documents when certain events happened, E.T. confirmed it does.

When asked if she was present at the June 6, 2022, HOA meeting, E.T. replied that she did not remember. When asked if she watched a recording of it afterwards, she confirmed she did see it, and what stuck out to her was when they said they were banning Section 8, everyone was screaming and clapping about that.

When asked if she was aware of any campaigns to change the rental policy, E.T. stated no. She indicated the first time she heard about it was in the newsletter she signed up for. When asked what in the policy was different from the newsletters, E.T. replied that all the landlords were supposed to be grandfathered in and they were not supposed to have to sell their properties, but then they were not grandfathered in, and everyone had to get out right away. E.T. explained the landlords were going to be fined $1,200 a week until all the tenants were out. When asked if there was anything about Section 8 in the newsletters, E.T. responded stated that it was talked about in the newsletter. She reiterated that at first, it was that they were going to be grandfathered in, and then the June 6th meeting occurred, and it was that everyone had to get out. E.T. explained that now, they did something different, and people can stay, but a lot of people were too scared to stay. She stated that she was too scared to stay. She stated that she originally thought she would get to finish her lease, but then the June 6th meeting happened, and she was told she had to move out immediately. When asked if she found it chaotic, E.T. described it as stressful, chaotic, and scary. She stated there were angry homeowners that were always bothering her because she was on Section 8.

When asked what her understanding was of how they knew people were using Section 8, E.T. indicated that it was the councilperson Lawrence's son. When asked how he knew, E.T. stated that the mayor lives there, she is on the City Council, and through City Council members, that is how she thinks information is getting out, but she does not have proof. She commented that there is no other way, there has to be someone high up to know exactly what house and how many people in the house are on Section 8. She explained that all the houses are similar, so they

otherwise would not be able to tell. When asked about the map that was circulating, E.T. stated that she sent the map to her landlord too. She indicated that someone posted it to one of those groups and it circled who had Section 8 and listed their addresses. E.T. indicated that she saw a lot of houses her landlord owned, but never saw her house. She confirmed she sent the map to her landlord.

E.T. was asked if she was aware of any incidents or events that led to changing the policy, to which she replied that they said all the crime in the neighborhood was because of Section 8 people. E.T. stated she only knows about crime happening when she sees something posted, but she did not know what they were talking about, because she never saw anything happening. She clarified that people were posting in online groups, but she did not know what crime they were talking about because she did not see any. When asked about what online groups she was aware of, E.T. listed on Facebook there is Providence Village Good, Bad, and Ugly; Providence Village Watercooler Uncensored; and Providence Village Watercooler. She stated there are a lot of groups. When asked if she is a member of the groups, E.T. stated some of them, but once they saw her on the news, they kicked her off the groups. When asked if she knew the monitor for the groups, E.T. stated there are different people for different groups, and she did not know any of them. She indicated that to join she had to ask for permission and provide or prove her address. E.T. confirmed that there is a Providence Village on Nextdoor, but she does not follow them on Nextdoor.

When asked if there are any postings that she recalled or stood out to her, E.T. replied that she took screenshots of a couple of posts that made jokes about her disability, but there were others where people were defending her and telling people they needed to stop. When asked if this was after the news articles she was named in, E.T. stated yes. When asked if someone posted the news article and then people commented on that post, E.T. replied yes and confirmed again that she had screenshots of the posts, which were on Facebook. When asked if she reported anything from the postings to the HOA, E.T. stated no, but she let the mayor know and she also tried to report it to the police, and they said they could not help her. E.T. reiterated that she also gave information to the FBI, and they said what she was experiencing was a hate crime. When asked with the FBI if there has been any follow-up since she gave them the information, E.T. replied that they talked to her and one other girl, and they provided names of two other girls, but she does not know if they talked to them. When asked about the mayor's response, E.T. stated that her response was that she did not know who those people were or why they were doing that. E.T. commented that if the mayor lives in the neighborhood, then she knows exactly who the people are. When asked how she reported it to the mayor, E.T. indicated she found her by sending her a Facebook message and went to the Council meeting to talk to her. When asked if it was a public meeting, E.T. confirmed it was, stated she believed it was before June 4th, could not estimate the date, but believes it is written in her chart. When asked if anyone from the HOA or management company was at the meeting, E.T. stated she does not know because she does not know any of the people. She commented that they know her because of the news article and TV, but she only knows Lawrence because of the day he was recording her car.

When asked how the policy has affected her, E.T. stated that she had to up and move away from

everything she knows, which is really difficult. She indicated that all her medical appointments are this way, so it is hard to figure out how to do all of it. When asked if Providence Village is closer to her doctors, E.T. confirmed that her doctors are in Frisco and Plano, and she is now over in Fort Worth, so Providence Village is closer. She explained she has to come all this way for her doctors. She also commented that she had to relearn everything because she is not familiar with the area, and she was in the previous area for three years because the other location before Providence Village was only seven minutes away.

When asked if she generally felt safe in the community, E.T. replied to no. She elaborated that it was because of all the people harassing her and threatening her because she was on Section 8. When asked how often that occurred, E.T. responded every day, ever since June 6th. When asked if there were any other incidents she recalled, E.T. recounted the issue with the Aubrey policy, the guy recording her car, and the social media posts. She stated that he last thing she gave to the FBI was where they said they knew the types of cars they drove and would shoot them up. E.T. stated that at that point, she knew it was not safe, and she had to get her children to safety. When asked if this was a post she saw on Facebook, E.T. confirmed it was. When asked about her day-to-day, E.T. stated after the postings on Facebook and the day with the car and Lawrence, she stayed in the house, because she felt safer inside. E.T. commented that she would not let her kids go to the park. When asked if they were going to the pool, E.T. stated they stopped going to the pool completely. When asked about other amenities, E.T. listed the gym, waterpark, basketball court, and fishing pond, and stated that she did not let her children do any of it. E.T. confirmed they had to pay for an amenity card, but they could not use it, because of everything going on in the neighborhood. When asked how much the card was, E.T. indicated $35 for the whole family, and it had to be renewed every lease term.

E.T. indicated she moved from Providence Village on August 13th. When asked to describe her move, E.T. stated it was rushed, stressful, and hard. She noted that she had no one to help, just her kids, because there was no time to have her family come help. She indicated her family lives seventeen hours away. When asked if it was more expensive because she did not have a lot of time, E.T. stated yes. When asked how long it took her to find somewhere to move, E.T. replied she looked at 35 houses but got tired and picked any house. When asked if she had a list, E.T. stated the realtor she was working with probably has it. She provided her realtor's name, Tasha Cotton. When asked if it was harder because she was using a voucher and there was not a lot available, E.T. stated yes and commented that the number of bedrooms she needs is what made it harder, because there were no houses of that size. She confirmed the Providence Village house was the right size in that it had six bedrooms and four full bathrooms. E.T. described her current house as six bedrooms and three and a half bathrooms, but she commented that it is 1,000 feet smaller. She indicated that they could not even unpack and had to store items in the garage because there was nowhere to put it, where before, she could put her car in the garage.

When asked if her children changed schools, E.T. confirmed they had. E.T. mentioned that the school district they moved to is better, but her children knew the kids in the previous school district for three years. She indicated her children experienced emotional distress because of the move. When asked if her landlord contacted her about the change in the policy, E.T. replied that

families. Mr. Xiao believes the HOA's rental policy is unfair because it targets mostly people who are participants in a government assistance program, such as Section 8, and these families tend to be minority families, meaning Black or African American.

[TAB B37.9] Complainant: Xiao, Xiao
Date of Interview: November 29, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

Xiao Xiao is a landlord and owns two properties in the Providence Homeowners Association (PHOA) neighborhood. At the time of this interview, Mr. Xiao's tenants had not reported anything to him relating to PHOA. Mr. Xiao says that he is helping one of his friend's tenants install security cameras due to the harassment this tenant is being subjected to. The security camera was installed sometime in October 2023. Mr. Xiao will inquire whether he can share his friend's tenant with FHEO.

Mr. Xiao is part of a group chat that includes other landlords in the PHOA, and they discussed ways to help their tenants with the passing of the Amendment. Mr. Xiao spent time researching online and offline on how to help the tenants.

Mr. Xiao was stressed when the Amendment passed because one of his tenants moved out because someone threw poop in their yard and the other tenant is still living in PHOA. Mr. Xiao still has two tenants living in the PHOA neighborhood. One of his tenants has been in the house since 2020, while the other tenant moved in around November 2022. Both of his tenants are Section 8 participants.

Before the vote, Mr. Xiao did not feel there were hate incidents and had never heard of this until after the voting. This is when he felt the hatred started against tenants in Section 8. After the vote, Mr. Xiao felt nervous and stressed out because he identifies himself as a minority. Mr. Xiao believes the PHOA separated the neighborhood with the rental and leasing rules.

Mr. Xiao says that every time a tenant moves out, he must change the electricity to his name. He pays to change the electricity back to his name. Mr. Xiao says the water is always under his name. He also inspects the property and makes the needed repairs. There is a city inspection, and he gets an Occupancy Approval from the city of Providence Village. The occupancy approval costs around $60.

Mr. Xiao made small repairs to one of his houses. He hires personnel to make the repairs needed. Mr. Xiao remembers a new water heater was installed, new landscaping was done, and he felt like he had to work harder on advertising the property because tenants were moving out of PHOA. Mr. Xiao says the Section 8 market was challenging. Mr. Xiao advertised his property online on sites such as affordablehousing.com for three months and paid around $177 to do so.

Mr. Xiao lives an hour away from PHOA and drove back and forth from his home to his rental

She said this changed following the rule's amendment. She recalled a white lady, driving a small Toyota, who lived about 7-8 houses down, drove by her one day while she was outside of her house, the lady asked if she lived there and then told her that her trash was blowing down the street. She said she waved her off. There was another incident when this same lady drove by her while she was fixing her tire on her vehicle and asked if she lived there again, Billingsley did not answer her. Billingsley stated she reported this to the lady who worked in the HOA office, who replied, that she was probably some old lady with nothing better to do. To Billingsley's knowledge, no action was taken.

Billingsley stated she moved at the requested time by her landlord. She stated he moved her into another property he managed. She said the new home was larger and had more bedrooms and was about $100 more a month. It is not located in Providence Village.

Billingsley estimated her moving expenses to be about $3500.00. She had to change the school district her children were in and is currently still trying to get the transfer worked out. She stated the new school, Bell Elementary, located in Denton ISD, is substandard to the school district they were previously in. For example, she stated there was an incident where a child defecated in his pants, and the teacher bagged it up and put it in his backpack and sent him home with it. Emotionally, Billingsley stated the entire affair of having to move has taken its toll and she is still trying to cope. HUD advised that she complete the damages worksheet with as much detail as she could recall.

She is not under any protective order. She does not participate in the Pathway to Homeownership program through the Dallas HA, though wished she could.

[TAB B40.5] Complainant: Billingsley, Terrika
Date of Interview: February 08, 2024
Type of Interview: Internet
Interviewer: Cortez, Cris

Terrika Billingsley confirmed that she formerly resided in Providence Village (Providence). Ms. Billingsley is not originally from Texas and moved here from Mississippi. Since September 2022, Ms. Billingsley has not spoken with anyone that lives in Providence and did not have any updates to offer.

Before she moved out of Providence, she was reassured by her property manager/landlord that there was no need for and her family to move out and that everything was going to be alright; however, around 30 days after her landlord told her everything was going to be alright, Ms. Billingsley received an email informing her that she had to move-out in 30 days.

Ms. Billingsley has four children and moving suddenly was stressful for her and her family. At the time, her daughter was going to celebrate her 13th birthday and Ms. Billingsley had to cancel the planned birthday celebration because of the uncertainty of where they were going to live. Ms. Billingsley says she does not have family in Texas that could have helped her with the move.

work long hours because she has to support her children. Ms. Billingsley works a Monday through Friday schedule.

Ms. Billingsley mentioned an incident she experienced when she was living in Providence. Ms. Billingsley talked about having to report a White neighbor who harassed Ms. Billingsley for about a week and asked Ms. Billingsley if Ms. Billingsley lived in the house. Ms. Billingsley says she reported this neighbor to the HOA office and was told by the individual at the HOA office that the neighbor did not mean anything by it. Ms. Billingsley says that this same neighbor also stopped her stepmom and questioned her.

At the time, Ms. Billingsley was worried and stressed because thoughts about having to move and where they were going to go crossed her mind. Ms. Billingsley was unable to sleep. She did not know where she was going to get the money needed to move. Ms. Billingsley reached out to her mother for help. Ms. Billingsley has four children, and she had to figure things out quickly for her children's sake. This situation affected her tremendously because Ms. Billingsley did not have the support needed to move. Ms. Billingsley at times revisits her life at Providence and misses it because Providence has a lot of activities for children. She is just now starting to be "okay" with the situation. Ms. Billingsley questioned whether if she were "White" if this would be happening to her and her family. Ms. Billingsley says she started thinking "all kinds of ways" and thought to herself that she cannot worry about things that she cannot control, like people believing that people of Section 8 are "dirty" because this is not her.

[TAB B41.3] Complainant: Morris, Sheneka
Date of Interview: March 24, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

Sheneka Morris identifies her race as African American. Ms. Morris is a female with six (6) children under the age of 18 years.

Per Ms. Morris, she formerly resided in Providence Village, Texas. Ms. Morris said she moved there around July 2019. Ms. Morris no longer lives here because she felt forced out of the dwelling when the Providence HOA ("HOA") implemented the June 2022 Amendment. Ms. Morris says that around this time, her lease was about to end on or around July 31, 2022, and she felt stressed because she had to find housing for her and her family in a short amount of time.

Ms. Morris was granted an extension to move-out until around August 2022, and despite the Amendment being "lifted", Ms. Morris did not feel comfortable enough to stay in the HOA neighborhood. Ms. Morris felt she had to move.

Ms. Morris is a participant of the Section 8 Housing Choice Voucher ("Section 8") program with the Dallas Housing Authority and was renting the house. Ms. Morris identified her landlord as Jim Ryan. Ms. Morris explained that she transferred from Arkansas to Texas (Providence Village) and received her Section 8 voucher in or around 2019.

When asked why she felt she had to move out of the HOA neighborhood, Ms. Morris said that the Amendment among other things, such as her children being racially profiled from "people in the area" and feeling that she and her family were being discriminated against cemented her decision to move because she no longer felt welcomed in the HOA neighborhood. Ms. Morris said that on an unrecalled date, she remembers that her daughter came home one day from playing with her friends and told her about an incident involving her daughter and her daughter's friend. Both were walking on a neighbor's yard/grass, and the neighbor told her daughter to step of the grass when this same neighbor did not say the same thing to her daughter's friend, who Ms. Morris identifies as Caucasian. Per Ms. Morris, this neighbor "yelled" at her daughter and "talked very crazy to her".

Another example is access to the pool. Per Ms. Morris, her children were denied access to the pool when children not of their protected class were allowed access for the same or similar thing, such as not having an access card.

Ms. Morris said she moved to the HOA neighborhood to give her children a better life. Ms. Morris said at times her children came home angry and upset and she sat them down and talked to them about how it was wrong to racially profile. Ms. Morris tried to coach her children through their situations because as a single mom, she had to be strong for her children.

When asked if she ever received any lease violations from the HOA or her landlord when she lived in the dwelling, Ms. Morris said she did not.

Concerning attending any of the HOA meetings about the Amendment, Ms. Morris said she did not attend any. Ms. Morris became aware of the Amendment through emails and her landlord. Ms. Morris said she will look for the emails and other correspondence and send them to FHEO.

Ms. Morris said she and her landlord had a discussion about the Amendment. Per Ms. Morris, her landlord apologized to her and told her that he hated that this was happening. Ms. Morris said her landlord told her that she would have to move at the end of her lease. Ms. Morris said she was granted extra time to move. Ms. Morris felt stressed because she had no idea what she was going to do and felt the news was "dropped on me out of nowhere".

Ms. Morris is not aware of any campaigns, such as door-to-door, that were going on to change and/or vote on the rental policy (Amendment).

Ms. Morris is not aware of any incidents or events that may have led to changing the policy. Ms. Morris said she was told some things from one of her neighbors, but she did not see or hear it first-hand. Ms. Morris said she heard things such as, it seemed like they (HOA) were blaming all of the people on Section 8 and African Americans for everything that was happening in the HOA neighborhood. Ms. Morris said her neighbor has since moved out of the HOA neighborhood. When asked if she knew why her neighbor moved, Ms. Morris said she did not know.

Ms. Morris said she is not on social media and added that she is familiar with the Next Door app. Ms. Morris is not active on the Next Door app and added that when she logged into the app she saw neighborhood posts about "stuff that was happening in the neighborhood" such as dog being loose, children getting into fights. When asked if she saw any posts about the policy/Amendment, Ms. Morris said no.

Concerning any safety concerns while residing in the HOA neighborhood, Ms. Morris said when she initially moved-in, she felt safe in the neighborhood and this feeling changed when her children came home complaining to her and then hearing of "more and more fights with kids", and the changes with Section 8 housing. Ms. Morris all this made her feel uncomfortable and unsafe living in the HOA neighborhood.

When asked if she was ever subjected to any threats or was aware of anyone being subjected to any threats by a resident of the HOA neighborhood, Ms. Morris said she was threatened by a resident while visiting a friend in the HOA neighborhood. Ms. Morris said she was at a friend's (Janay Curry) house and described her friend's neighbor as "is very racist". Ms. Morris was unable to recall a specific date and added that the Aubrey police were called to the scene. The incident involved her friend's neighbor telling them that their children could not play outside despite them playing during the daylight hours. Ms. Morris said the neighbor told them that if their kids played near the neighbor's house or made noise by their house, the neighbor was "gonna do something to us". Ms. Morris said her friend called the police.

When asked if she remembered her friend's address, Ms. Morris was unable to recall the address. Ms. Morris said the police spoke with her friend and the neighbors. Ms. Morris said she would contact her friend and inquire whether a police report was filed.

Concerning finding similar alternative housing, Ms. Morris said it took around "a little over a month" to find alternative housing. Ms. Morris said her current rent is more expensive than when she lived in the HOA neighborhood. Ms. Morris estimated the rental difference as $700 a month.

Concerning changing school districts, Ms. Morris said her children experienced emotional distress. Ms. Morris loves the way her children are taught at the HOA school district and made arrangements to allow her children to continue attending this school district because the school her children attend is "a great school overall" and Ms. Morris wanted this for her children.

Ms. Morris said she is not under any VAWA or protective order where her identity needs to be protected.

Ms. Morris said she is not part of a pathway to homeownership program offered through the Dallas Housing Authority.

Ms. Morris said she viewed the HOA neighborhood as her forever home and reiterated that she wanted to give her children a better life. Per Ms. Morris, the Amendment/changes affected her in

Section 8 participants are “Black Americans or low-income” families with children. Ms. Cai felt that based on the HOA’s conclusion that the tenants participating in Section 8 must move out is discrimination.

[TAB B43.3] Complainant: Cai, Yan
Date of Interview: March 25, 2024
Type of Interview: Internet
Interviewer: Barnes, Shelly

Cai stated her previous tenant was a single mother with 8 children, who was Black. Cai stated the tenant left without notice, likely because she felt uncomfortable in the neighborhood. Cai stated the tenant was the type of person the PHOA was targeting. Cai stated the tenant left sometime between June 22, 2023, and July 1, 2023. Cai did not receive a payment from the Denton HA for July. The tenant left without paying the utility bills, which Cai had to pay.

Cai's new tenant moved in around September 2023. Cai stated the tenant was found through her real estate agent. Cai believes the new tenant is a participant in the HCV program through Denton HA. Cai stated Denton HA has not paid any of the new tenant's rent since she moved in. Cai stated her agent told her it was due to the HA's new online payment program which uses AI.

Cai stated that the former tenant was paying about $3400 a month at the time she left the unit. The new tenant's rent is $3778. Cai stated that the new tenant does not pay for water, so she has to pay for it; it was something that was negotiated with her agent. Cai stated the new tenant uses a lot of water.

Cai's agent fee for finding a tenant is 80% of the first month's rent. She also pays them $100 a month to manage the property. She said a city employee informed her that because she lives out of state, she is required to have a property manager in the state to manage the property for her. Cai stated she was required to send the city the management agreement and her agent's state ID.

Cai incurred other expenses following her tenant leaving. She had to repaint the house and make repairs. She will look for the receipts. She also paid the $300 rental registration fee.

Cai stated she heard about the rental restrictions from "We chat". She will look for a history of those messages.

Cia stated the rule change has not only affected her financially, but mentally as well. She stated she is stressed and because of the loss of the rental income, she has to stay at her current job, though she would like to leave. Cai stated that the HOA is like a "dictatorship, and she cannot believe this is happening in the US. She said she "Feels like I left one communist country just to live in a different one."

Cai has not had any travel expenses related to the rule changes.

Cai has not paid her agent yet, but stated the agent emailed Denton HA and informed them that their failure to pay was impacting their business.

[TAB B44.3] Complainant: C.H.
Date of Interview: September 28, 2022
Type of Interview: Telephone
Interviewer: Barnes, Shelly

C.H. was on the call with her representatives, Laura Beshara and Michael Daniel. C.H. was renting a home governed by the Providence HOA. She occupied the home with her three (3) minor children. Her daughter has two disabilities. Her lease was due to expire on April 30, 2023, however, because of the change in the rules, she will be leaving on September 30, 2022. She stated she was choosing to leave because she did not want to risk having to move suddenly in the event the HOA prevailed in the HUD case. Her landlord's name is Parag Patwarbhan, though she dealt mainly with the manager, Amit Sacher.

C.H.'s voucher is issued by the Dallas Housing Authority. C.H. is under a protective order and her address is protected. She is not on the Pathway to Homeownership program.

Regarding the rule amendment, she was not initially aware of it until she something posted on her former real estate agent, Debra Naylor's, Facebook page. She stated she then called Sacher and asked about it, but he never attempted to reach out to her. She was not present at the meeting when it was voted on and did not believe renters were allowed to attend. She recalled instances of campaigns on Facebook where people were holding meetings to collect votes, this was before she saw the post on Naylor's Facebook page, she stated that was posted on June 15, 2022.

C.H. was not aware of any particular incident that prompted the change in the rules. She stated she did not think her neighbor liked black people because when she would wave and say hello, they ignored her and would not respond. She did not see any overtly racist comments on Facebook, however, stated someone had posted a map of the neighborhood with the Section-8 houses marked. She felt that was threatening. She also stated that people would post when the police were in the neighborhood and what homes they were at.

She never received any comments aimed at her. She did not bring up her concerns to the HOA because she had problems with them in the past. She stated there was an incident with the pool key and she filled out the paperwork and turned it in, but then they told her the paperwork was wrong, then when finally got the correct paperwork, they told her it would cost $300 to get access to the pool. She was not sure if anyone else paid $300 for pool access, but stated the lady in the HOA office told her that people would be charged.

C.H. stated that this rules amendment has impacted her life greatly. She has had to move, she is in constant worry for her children, She provided an example of her son's teacher, a homeowner in the HOA, asked her why he was changing his clothes all of the time and felt it was "funny"-- C.H. stated the teacher told her that she "wanted to laugh at him, but did not." C.H. explained

that her son changed clothes often because he has football practice in the morning and then changes into his school clothes. C.H. believed this to be racist.

She recalled another incident where she went into the utilities office to pay her bills, and a white male told his wife to "go stand next to the black lady." She stated neighbors stare and then look away. It was uncomfortable.

With respect to her lease, she stated her landlord said she could stay, but she did not want to risk trying to find a new place to live quickly, she felt it was better to move now, so she had flexibility. She gave her landlord the required 60-days' notice. She expects her deposit should be returned in full but is worried it might not be because she does not know if he is releasing her without penalty. Her rent has increased from $2400 to $3200.

C.H. stated that her emotional health has taken a toll, as the worry and anxiety of moving have been non-stop. She has had to enroll her children in a new school district but stated the new district is better than Aubery ISD. She is closer to her job, but further away from her children's doctor's offices. She stated her daughter needs to see her doctor regularly because of her disability. She was at the doctor's office during the interview.

[TAB B44.6] Complainant: C.H.
Date of Interview: December 05, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

C.H. did not have any updates to report. C.H. says she does not know what is going on at Providence Homeowners Association (PHOA) anymore because she no longer lives in the neighborhood.

C.H. says she did not know that Section 8 tenants were not wanted in the PHOA neighborhood and found this out through social media (Facebook). When she saw this, she asked her landlord/property manager if she was going to be affected. C.H. did not feel confident about staying and decided to begin preparing to move out. C.H. wanted to be prepared and did not want to move out in a "blink of an eye".

When searching for alternative housing, C.H. ran into issues, such as landlords not wanting to rent to her because she lived in PHOA neighborhood. C.H. mentions that she is not from Texas and had only been living in the PHOA neighborhood for approximately two (2) months before she and her family had to move. C.H. discloses that she is a victim of domestic violence and ported to Denton for this reason. C.H. says it took her about two months to find housing because C.H. was not allowed to take time off from work to search for housing. Her property manager assisted her with the search and showed C.H. about 4-5 places. While searching for alternative housing, C.H. and her family stayed at a hotel for approximately two or three weeks because she felt uncomfortable staying in the PHOA neighborhood. C.H's mother helped pay for this expense.

Mr. Sethiya said that some of the comments were the effect of, the (Section 8 tenants) are not willing to work, or they increase crime, and the comments blamed them for anything that happened in the HOA neighborhood. Per Mr. Sethiya the comments were being directed towards their behavior and/or lifestyle and the comments were towards the Black community. Mr. Sethiya added that there are no statistics or data that reflect that a certain demographic group (Section 8 participants) is responsible for the increase in crime.

Per Mr. Sethiya, the policy affects his tenants because it suddenly puts a lot of pressure on these families and increases the stress for them to find alternative housing. Mr. Sethiya said currently it is a challenge and very difficult to find housing in the Dallas area. Mr. Sethiya mentioned that before the HUD Stay, he told one of his tenants that she and her family needed to move out and at the moment this is no longer a concern, thanks to the Stay.

In terms of financial damages, Mr. Sethiya is noticing houses in the neighborhood "suddenly become on the market". Mr. Sethiya said many homeowners feel that the HOA neighborhood is not a place for them because they (homeowners/investors) are not allowed to be inclusive and this, in the future, could impact their housing value and this is not an environment they (homeowners/investors) want to be in.

Concerning his Section 8 tenants, Mr. Sethiya said he will ask his tenants to vacate the houses when their leases end because of the uncertainty of what will happen after the investigation is completed. Mr. Sethiya feels that "things can change any day" and he feels that the HOA will not give tenants more than a month or two to vacate the houses. Mr. Sethiya also feels the HOA will be more emboldened to ask landlords to get the Section 8 tenants out; therefore, he is leaning towards not renewing their leases. Mr. Sethiya plans on leasing his properties to tenants that are not Section 8 participants once his Section 8 tenants find alternative housing and vacate the properties. Per Mr. Sethiya, it is too much of a hassle dealing with the HOA when the HOA is not inclusive, as he and other landlords are.

[TAB B46.4] Complainant: Sethiya, Rahul
Date of Interview: December 05, 2023
Type of Interview: Internet
Interviewer: Cortez, Cris

Rahul Sethiya currently lives in Dallas; however, he lived in southern California for the past three years. Concerning his properties located in Providence Homeowners Association (PHOA), Mr. Sethiya owns two properties.

Since he last spoke with HUD, he has listed one of his properties for sale and was not able to sell it, despite him listing it 20k below the fair market value. Mr. Sethiya says he did not receive an offer for this house. Sometime around November 2021, a new tenant moved into this house. This tenant is a participant of the Section 8 program. Mr. Sethiya charges approximately $2200 monthly rent.

As for his other house, it was occupied by a tenant who is also a participant of the Section 8 program and had been at the house since 2017. This tenant has moved out and at the time of the interview, this house was empty. Mr. Sethiya says a new family, not participants of the Section 8 program, are moving into this house on or around December 23, 2023. Mr. Sethiya did not rent to a Section 8 participant because he did not want the uncertainty of renting to a voucher holder given what is going on with the PHOA.

Mr. Sethiya says one of his tenants brought concerns to his attention about what was being said on social media relating to tenants on vouchers. This tenant was also concerned about the PHOA community environment.

Concerning any money lost because of the rental and leasing rules, Mr. Sethiya mentions the following:
1. Rent
2. Gas – Time spent driving back and forth to make sure the repairs were being done and to meet with the contractors.
    a. He made two trips a week and at the end of July through August, he made approximately five to six trips a week.
    b. It took him around 50 minutes to an hour to get to the PHOA properties from his house.
3. Marketing –
4. Time spent looking for contractors.
5. The realtor's commission.

Mr. Sethiya experienced emotional distress and monetary damages. Mr. Sethiya shared information about his personal life and mentioned that he experienced discrimination first-hand and understands the fear these tenants are going through or have gone through. Mr. Sethiya says he tries to put himself in their shoes.

[TAB B47.2] Complainant: Tyler-Gentry, Erin
Date of Interview: November 18, 2022
Type of Interview: Telephone
Interviewer: Barnes, Shelly

Erin Tyler-Gentry ("Tyler-Gentry") stated she is a black female. She expressed concern over her neighbor, Jeff, or Patrick Petitte. She stated he is one of the online instigators known as "Skeeter". Tyler-Gentry believed his name was Jeff but said it could be Patrick. She identified him as being a renter and not a homeowner. She stated that she has recently seen him in what appeared to be purposefully going outside when he saw her. She stated he has also been recording her. She stated another lady, white, with dark, almost black hair, walking a large dog has also been recording her. She stated she recorded the lady recording her. HUD asked if she felt she was in imminent danger, she stated she "feels like she's in danger", but no one has threatened her or caused any damage to her property. She stated she has been seeking therapy in order to deal with the stress because she had been isolating herself and did not feel that it was

healthy to do so and was seeking alternative coping strategies.

Tyler-Gentry stated there was a white family, Heather, and Daniel Wilhite (Puffer) that were in a similar situation as her, they are not on Section-8 but have been very open about their opposition to the Rules Amendment and as a result have been harassed and threatened. HUD advised that Tyler-Gentry provide them with the HUD.gov address to file a complaint if they wished to so and offered a phone number in the event, they had any questions.

HUD asked if she had access to any Facebook groups. Tyler-Gentry stated she has access to the Watercooler one but was removed from the TMZ page. She also felt that maybe the group just changed the name of the TMZ page. She stated she has several screenshots she took prior to being removed and would share those with HUD. HUD asked if she knew of anyone who may still have access to the TMZ page to ask if they would be willing to talk to HUD.

[TAB B47.3] Complainant: Tyler-Gentry, Erin
Date of Interview: November 21, 2022
Type of Interview: Internet
Interviewer: Barnes, Shelly

She has resided in Providence Village since 2020 with her husband. She does not have children. She has not lived at any other home in Providence Village. Her landlord's name is "Lisa" Guiquin Zhang). She stated her landlord is out of the country, currently in China. Most of her communication is through her landlord's daughter, Emily Kong. Tyler-Gentry is not on government assisted housing.

Tyler-Gentry told HUD the reason for filing was because when the rules amendment was pushed through, she and other concerned parties attempted to discuss the matter with the HOA regarding their belief that the amendment was discriminatory. She stated the HOA denied they were targeting those on Section-8 and told them that references to Section-8 would not be documented. She told HUD she has the emails and would provide them. She stated there was a message from HOA President Dautrich, where she stated she would push it through if it was the last thing she did. During the discussions of the rule's amendment, Tyler-Gentry stated she witnessed several racially motivated statements being posted on Facebook groups that she belongs to. Tyler-Gentry stated she brought her concerns to the HOA and to the City Council via email to no avail. She stated that the city Council and the HOA were pretty much the same. When asked if any HOA Board members were also on the City Council, she stated she did not believe so, but that many of the HOA board member and City Council members are friends and work together.

HUD asked if she brought her concerns to her landlord or Kong, and she said she had, but that Kong was not bothered by it because she told Tyler-Gentry, they do not rent to people on Section-8. Kong did not provide a reason why they did not rent to people on Section-8. Tyler-Gentry stated she would update them if she saw any changes to the amendment. She does not believe her landlord voted. Tyler-Gentry stated the HOA would post the amendment rules, and

their references to Section-8, she stated they proposed changing it once they realized how many people on Section-8 lived in the community, she said they indicated they would be running the rule change by a lawyer, though she did not think they did. With respect to her belief that her landlord had not voted, Tyler-Gentry stated she believed this to be true because a lady came to her door and asked if the owner of the home was there, when Tyler-Gentry told her no, the lady stated she was there to get them to vote. Tyler-Gentry closed the door and did not engage with the lady. Tyler-Gentry told HUD she felt this was harassment, as it appeared they were trying to pressure homeowners to vote. Tyler-Gentry told HUD she believed the lady did not think she was the homeowner because she was black, and thus assumed she was a renter. Tyler-Gentry stated that by the lady asking to speak with the homeowners was odd, because if she knew she was a renter, why would the homeowners be there. HUD asked if her landlord had to pay the $300 to register the home as a rental, she said yes. Her landlord did not pass that cost onto her. Tyler-Gentry told HUD that when she moved in, her landlord had reported the home as rental to the HOA. She stated that the HOA came to the home and did an inspection to verify the smoke detectors and fire sprinkler system, the home did not have a fire sprinkler system. Tyler-Gentry stated she had never had a home inspected before.

When asked why she felt the rules amendment was discriminatory, she stated because the reasons they were using, such as crime rates, was not rooted in fact. She believed they were making assumptions. She also noted the posts on Facebook. A Facebook user, with the profile name of Skeeter, posted a comment about seeing three generations of Section-8er's walking down the street and commenting that they were pregnant and with their kids. Another Facebook user, Aaron Bereiter, made a comment about what the difference between a large pizza and a black father and said a large pizza could feed a family. Tyler-Gentry stated she would send HUD the post. She stated these posts were found on the Providence Village Watercooler Uncensored page.

HUD asked what benefits she received by living in a diverse neighborhood. Tyler-Gentry told HUD that a benefit was that the neighbors looked out for one another. She referenced her time living in Houston and how people would assume that she used drugs because she was black. She provided an example of how an older black woman had recently moved into Providence village and that they would wave at each other; she stated it feels safer knowing there were people that looked like her in the neighborhood. She stated being able to live in a neighborhood where you can just live your life without fear and without people recording your every move was a benefit.

With respect to the Facebook posts, she stated she believed Skeeter was the administrator of the TMZ page. She stated that Bereiter had removed her from several Facebook groups, and believed he was an administrator for many of them. She stated that her LinkedIn account suggested Bereiter as someone she may know. She was surprised to see that he was pretty high up in the company he worked for. She believed David Klaus was the admin of the Watercooler group. She provided Aaron Bereiter and Aaron Bee as the usernames Bereiter used in the Facebook groups.

HUD asked if she was aware of any other campaigns to solicit votes for the rule's amendment, she stated that there were people posted at the pool "Checking" to make sure those entering were

residents or were with a resident. She stated that this was out of the norm because the HOA had another company that normally did this. She stated that those checking were HOA members. She could not recall the name of the company normally contracted to do this, but verified it was not FirstService. Tyler-Gentry stated that Dautrich was the one coordinating the block walks. Tyler-Gentry stated she believed she had some of the "literature" that the HOA was distributing and would provide those to HUD.

HUD asked if there was any specific incident that she could recall that led to the rule's amendment. She stated that there was a shooting, but that happened afterwards, however there was no indication the shooting involved anyone on Section-8. She also stated that there was a stabbing involving a minor, that people used as a point to remove Section-8. She recalled that R.S. had sought to get people together to help the family of the minor that was stabbed, and that it made her feel good to know that neighbors would come together during a time of need.

Tyler-Gentry stated there were two or three versions of the rules amendment, but that the vote was not specific to the actual amendment, rather they were voting to give the HOA Board members discretion to make rules as they sought fit. She stated that she could not believe that people would give them that much power. She did not attend the meeting held on June 6, 2022, because she was scared, and was not sure she would have been allowed to go. She stated that prior to this, the meeting was open to everyone, but that they began to restrict it to only HOA members. She did not recall that Section-8 was ever a topic of discussion at any of the meetings she had attended prior. She stated she was scared to attend the June 6th meeting because of the Facebook posts. She added that Skeeter was her neighbor, and he had made comments on Facebook stating he could not wait to "purge the neighborhood of these folks". That post could be found on the Watercooler group page. She did not know if Skeeter was affiliated with any of the board members but stated the owner of the home, he rents was a former HOA board member. She stated Skeeter was already living in the neighborhood when she moved in.

HUD asked if any of her guests had been harassed. Tyler-Gentry told HUD that her 80-year-old grandmother had come over and Skeeter would watch her closely. Tyler-Gentry stated she now has people park in the back or she goes to their homes. She stated that R.S. had posted Skeeter's picture on one of the Facebook groups and following that he switched vehicles and put up "stealth" cameras around his house. She believed that Skeeter talks to the HOA board members and is friends with someone at the Sheriff's Department because she has seen the cruiser and a guy in uniform hanging out with him. She stated there was a board member who is black, and she believes is friends with Skeeter.

HUD asked Tyler-Gentry to elaborate on the therapy she had been receiving. She stated she had sought treatment a few years ago, but that since the rules amendment she has experienced worsening symptoms. She stated she has been prescribed medication by her psychiatrist. Tyler-Gentry stated the rules amendment and the events that occurred afterwards have impacted her to the extent that she stopped hanging out with her friends and going places, she only recently began to hang out with friends again. She stated her spouse, who is white, has a difficult time comforting her.

HUD asked what online profiles she used on the Facebook groups. Her profile names are, Ty Gintree and Erin Tyler-Gentry. She changed her name because she is a social worker and feared someone might try to get her fired. She stated just recently he was called in for a random drug test, something that has never happened before. She stated her aunt is also a social worker where she works and has been employed for eleven years and had never had a random drug test.

Tyler-Gentry stated she was a member of the Unofficial PHOA Watercooler page, and that she had been removed from the other groups due to her opposition of the Section-8 restriction. She stated she was allowed to stay in the Unofficial Water Cooler page because the administrator, Missy Grear, is also opposed to the Section-8 restriction. She stated Grear has been subjected to harassment due to her opposition, she stated there was a lot of mudslinging occurring. Of the groups she was removed, Tyler-Gentry stated they were called, Providence Village Water Cooler Uncensored and Providence Village Water Cooler. She stated she requested to join the TMZ page, but was denied, she believed Skeeter was the administrator of that page. Tyler-Gentry named Faith Schwartz and CNC Schwartz as being involved in many of the derogatory posts about Section-8. She also named CW Carnes, the neighborhood handyman, making reference to shooting Section-8er's. She stated she looked him up and believed he was fired from his job for some "sketchy stuff". Tyler-Gentry named Chris Nyberg and Nicole Stockton as also posting about Section-8. She stated Stockton made a post on the Regular Watercooler page that stated people needed to get their kids inside or she would be calling the police. This post occurred around the time of the shooting. She stated Traci Erin and Brandi Hurley also made posts about Section-8; she stated they were "mean girls". Tyler-Gentry stated that she had responded to a post by another resident in reference to the Fourth of July, where Tyler-Gentry advised the lady to watch out for her kids. Tyler-Gentry stated that Hurley sent her a direct message and wanted to know what she was talking about. She stated another individual Lawrence also posted a lot of racially charged things on Facebook; she did not understand why he would because his daughter is black.

Tyler-Gentry told HUD that the Wilhite's had informed her that they filed a complaint on the 16th. She mentioned that Alonzo Tutson was another individual who may file with HUD.

HUD asked her to elaborate more on the HOA Board member's involvement in the Facebook posts. She stated she felt they were trying to stay out of it, but that people would tag Dautrich in their posts. She said many of the posts were about the vote and that newer members did not understand how downhill the community has gone since Section-8 began to move in. She stated that one member Don Fisher tried to have a meeting with those in opposition to the amendment and had a meeting in the park, she stated it did not last long because people in their golf carts were driving by and recording them and or were going live on Facebook saying that they were trying to get people to vote "no". She said the people on the golf carts were Hurley and Faith Schwartz. They were privately owned golf carts. She though it was funny that people drove around like it was some super-rich neighborhood. Another person against the change was Leslie Moore.

Tyler-Gentry stated she was scared in the neighborhood because there were people living there that participated in the January 6, 2021, riots at the Capitol. She stated one was the guy with the eye patch, Stewart Rhodes, and the real estate agent.

HUD advised her that if anything occurred that felt threatening, she should contact HUD immediately and that we were in contact with the DOJ in the event matters escalated.

[TAB B47.11] Complainant: Tyler-Gentry, Erin
Date of Interview: December 14, 2023
Type of Interview: Internet
Interviewer: Germany, Destin

Erin Tyler-Gentry liked living in Providence Village but the summer of 2021 change everything because of the proposed section 8 ban. She ended up moving out in May of 2023 and was not a section 8 voucher holder but was renting the house at $1750 and later $2100 a month. Erin says that people in the neighborhood had strong beliefs and that residents associated the rise in people of color moving into the neighborhood to section 8 status.

Erin said supporters of the section 8 ban went door to door asking for support of the section 8 ban. They had a map of the neighborhood with color-coded houses that had section 8 tenants in them. She says a woman assumed her white husband owned the home, but Erin asked the woman how she knew that she (Erin) was not the homeowner?

Erin barely left her house for two years because of the way residents were acting about the section 8 ban. She felt she would not be able to properly heal until she got out of her lease. However, her landlord would not let her break the lease without exorbitant fees like paying rent until they find someone to rent the house and additional lease break free. She says that her landlord did not care about the section 8 ban. They never got a deposit or refund or anything from their providence village landlord. She says she paid $600 for movers and tipped them $400.

Erin was so anxious during this time that she bought four cameras at $25 each and a q system for her garage which cost $75 dollars. She also had strong feelings against owning a gun before this ordeal, but she and her husband now own one because of what they went through. Erin experienced serious emotional distress during this time, and she says the racial tensions in the neighborhood put a strain on her interracial marriage with her husband.

Erin started to go through therapy. She went every week multiple times some weeks. She was charged $140 a session and started weekly sessions in Spring of 2021. She also used a medicine that costs $20 with her insurance.

[TAB B48.6] Complainant: Anderson, Moriah
Date of Interview: October 18, 2022
Type of Interview: Telephone
Interviewer: Barnes, Shelly

Ms. Anderson is a former renter in Providence Village. She rented a home located in Providence Village. Her landlord's name is Murali Thirunaqari. She moved in on August 31, 2022. Her lease was due to expire on August 31, 2023. Due to ongoing harassment, her landlord gave her permission to break her lease without penalty. She left on October 7, 2022. She is not a recipient of housing assistance.

Ms. Anderson stated that since moving in her neighbor behind her, Asilynne Johnston, who is white, began harassing her. She stated that she called the police on her because she was black. HUD asked that she clarify that and provide why the police told her they were called. She stated they told her they received a call from a concerned neighbor.

Ms. Anderson stated her case should be taken more seriously because it involved her ESA being killed and direct threats to her and her family. HUD explained that all of the cases were being taken seriously and that at the moment, initial interviews were being conducted. That the purpose of the call was to see if she intended to file a complaint and to see if she was in imminent danger. She stated she was no longer in danger because she had moved, and she now understood the purpose of the call. She stated she wished to file with HUD.

Regarding her ESA being killed. It was a small dog named Auggie, which she had due to her hiatal hernia. She said around September 15, 2022, Auggie had gotten out of her yard. Once retrieved, she placed him on a 20-foot lead in the back yard, which was fenced in. After her daughter, (10-years old) returned home from school she was looking for the dog and could not find him. Ms. Anderson's partner, Corey, discovered the dog over her neighbor's fence. she stated the dog was dead, there was blood coming out of its mouth and there was blood on the fence. She stated there was also a bloody fingerprint present, which is how she knows someone intentionally killed her dog. The dog was on her neighbor's side of the fence, his name is Mr. Lit. she and Mr. Lit get along and she has no problems with him. When she called the police, they refused to take the fingerprint sample. she stated they told her they would have animal control come pick up the dog for a necropsy. She stated that no one ever came and by the next day the dog was bloated and was beginning to attract flies, so she had to bury it.

Approximately two (2) days later, her neighbor, Johnston, approached her daughter, who was playing in the front yard, and told her she needed to go home before something bad happened to her. Ms. Anderson called the police. She stated the police told her they would talk to Johnston. Ms. Anderson stated that the next day, another lady, Mary Undeeiner, drove by and called her the "N-word" and screamed that she needed to go back where she came from. She stated people would drive by her home and call her a dog killer and "N-word" and otherwise harass her. She stated her address was posted on the Providence Village Water cooler and Watercooler Rarely Censored Facebook page. She stated a person named Mary Catherine Shannon was the one who

posted her address.

Following the posting of her address, Ms. Anderson stated someone had cut open the screen door with a knife. She stated there was one instance where someone, around 3AM was trying to open their back door, and yanked it so hard it broke the latch. she stated they bought cameras and have footage of the incidents. She stated the trying to break into her home occurred on several occasions. she stated she called the police, the FBI, Internal Affairs, and the Sheriff, but no one did anything. She stated she was trying to get copies of the police reports, but the police obtained a lawyer and have yet to provide her with the requested reports.

Ms. Anderson stated she has another dog named "Diggity", She said one night they heard Johnston outside, in the middle of the night calling his name. She believed that Diggity was poisoned. She did not see Johnston. Ms. Anderson called the police, and they told her to take the dog to the vet. She stated they could not because someone had tampered with their car, and it was not running. HUD asked how she knew someone had tampered with the car, and she stated that there was a handprint underneath in the dust. HUD asked what made her look under the vehicle, and she said it was because Corey was trying to fix the AC unit and noticed it. HUD asked that she clarify the timeline as the details were not making much sense, why was he fixing the AC unit at 3AM? Ms. Anderson clarified and stated they noticed that a few days before Diggity was poisoned, so when the police told her to take the dog to the vet, she told them about the car. She asked that they lift the handprint, but they refused to do so.

She expressed her concerns to the HOA, and Cody Watson told her it was a police matter.

HUD asked why she felt she was being targeted; she said it was because of her race. HUD asked if she felt people thought she was on Section-8, and she said probably, and that one of the responding officers told her the only reason all of this was happening to her was because of the issues with the HOA and Section-8. She stated had moved in just after the rule amendment was passed.

Ms. Anderson stated that it was Shanna Jones, CP in HUD Case No.: 06-22-4507-8, who informed her that several people were having issues with the HOA and that she needed to file a complaint.

[TAB B48.12] Complainant: Anderson, Moriah
Date of Interview: December 14, 2023
Type of Interview: Internet
Interviewer: Germany, Destin

Moriah has moved five times since leaving providence and she says the whole ordeal has been a lot for her and her family. Moriah lived in providence from August 2022 to October 2022 and was not on section 8, but she says she thinks her neighbors though she was. She was shown comments on Facebook by neighbors about her and her family and their section 8 status. When they first left Providence, they stayed at an extended stay hotel and the bill was about $3,000.

EOS asked about minority homeowners in the neighborhood, she stated there were some, but said she would hardly consider them to be minorities when compared to those on Section 8. She stated, Roland Clark, a Board member was the most "non-black" black person she'd ever met, that he is private pilot for a well-known rapper [removed for privacy]. Said he was a big pusher for the ban on S8.

Vann stated she would like to file a complaint with HUD. EOS stated they would be in touch with a complaint form for her to sign.

[TAB B51.9] Complainant: Vann, Joyce
Date of Interview: December 13, 2023
Type of Interview: Internet
Interviewer: Romero, Brian

Joyce has lived in providence village for a long time. Joyce was very active with the community alongside her partner Don Kiker. She became a member of the Board in April of 2015 to which she served six years. Joyce mentions a situation where she met with Dan, Heather, and other members of the Board near a lake near the end of her time in the Board. She was told at this meeting that she was not allowed to be there. Now that she is no longer on the Board and with the tensions growing in Providence Village, she no longer feels safe in her home anymore. She mentions she has been harassed by people on the Rarely Censored Facebook Page for Providence Village.

Joyce mentions that diversity is necessary and that there had always been racism hidden beneath the surface of the community. Joyce elaborates and mentions a bi-racial couple who had to move from the community as a result of the couple's children being harassed at school. She further states that the Section 8 discourse has brought a lot of racism to the surface.

Joyce talks about how she became acquainted with Dan and Heather (board members) and says her son and heather were friends and that is how she met them. Joyce then talks about when she was voted off the board and recalls a moment where someone created a Meme of Dan, Heather and herself and posted it on Facebook. She confronted Cody Watson (HOA Manager), and he dismissed her complaints about the post and regarding the Section 8 proposal.

Joyce feels devastated that all that she has done for the community and during her time on the Board is now done away with as a result of the current HOA. She is angry that no one has stepped in to fix anything.

Joyce mentions that the HOA had an attorney when she was on the Board by the name of Elliot Cappuccio.

Joyce no longer attends any events and is so upset that people she has known for many years are allowing all of this to go on. Joyce mentions that her partner Don is very vocal with his support

Section 8 and has lost a small job as a result. She mentions calling the Aubrey PD on 12/13 and no longer feels reticent to reach out to police because they have done nothing helpful. Joyce no longer feels safe to go outside and is afraid that her house might get burned down with her inside. She is living in constant fear.

Joyce mentions that Jennifer Bedford and Skeeter started posting a lot on the Facebook and that Skeeter told Don (her partner) to get out of the neighborhood. Joyce is constantly fearing someone is going to do something to her or her home and talks about an incident where she thought someone had broken in her home. Joyce feels she used to have the best reputation in the town and now she feels like a pariah.

Joyce has been having panic attacks in the grocery stores and it is only until recently that she been able to go to the grocery store without feeling anxiety. She has lost many friends and now feels that people think that she supports crime.

Joyce's health has been impacted as a result of this situation. She has had two hip replacements in 2023. She has gone to a neurologist as a result of all the stress she has been under. Joyce feels the stress is impacting her heart. She was diagnosed with POTS three years prior and even had an episode of fainting in August of 2023.Joyce feels as if she can trust no one in the community anymore.

[TAB B52.2] Complainant: Billingsley, Shermea
Date of Interview: May 24, 2023
Type of Interview: Telephone
Interviewer: Cortez, Cris

Shermea Billingsley is an African American female with two (2) children under the age of 18.

Ms. Billingsley moved into a house that was governed by the rules and regulations of the Providence Homeowners Association ("HOA") in or around October 2020.

Ms. Billingsley moved out in or around October 2022 because of "what was going on with the neighborhood", meaning that the HOA would no longer be accepting "anyone on housing any longer".

Ms. Billingsley's landlord during her tenancy was Jim Ryan. Per Ms. Billingsley, Mr. Ryan told her not to worry about the HOA's rental restrictions and rules; because of Mr. Ryan's belief that the HOA would not force individuals to move out of their houses; however, Mr. Ryan sent her a Notice of Non-Renewal via certified mail on or around August 2022.

Per Ms. Billingsley, before receiving the Notice of Non-Renewal her landlord sent her a Rental and Leasing Rules to Providence Village form on or around June 6, 2022, which she refused to sign because she was worried that if she signed it, then the HOA would be able to "kick us out"

for violating the lease. Ms. Billingsley explained that the form that her landlord wanted her to sign mentioned that the HOA was not going to accept Section 8.

Ms. Billingsley believed that Mr. Ryan owned approximately five (5) or six (6) houses in the HOA neighborhood.

Ms. Billingsley said she gave up her Section 8 voucher because of her concern that at any time she would be forced to move if her landlord or an HOA decided not to accept Section 8 vouchers. Ms. Billingsley moved in with her mother, who resides in the Paloma Creek neighborhood.

Concerning the Amendment, Ms. Billingsley heard about the HOA's rental restrictions policy through social media, specifically, Facebook ("FB"). Ms. Billingsley is a member of two FB groups associated with the HOA: Providence Village Water Cooler and Water Cooler Uncensored. Ms. Billingsley is still a member of these online groups.

Concerning her children's school, Ms. Billingsley attempted to keep her children in the Providence Village elementary schools. Ms. Billingsley disclosed that her son has a learning disability, and she was happy with the support her son was receiving. Ms. Billingsley feels that they (the school district) made her children leave the school. Ms. Billingsley believes this because she completed and submitted an Intent to Stay form. Ms. Billingsley explained that this form is a way to tell the school district that she was willing to drop off and pick up her children from school for them to stay in the school district. Ms. Billingsley said her application was denied and she had to move her children to a different school district.

Ms. Billingsley said her children are enrolled in Paloma Creek Elementary School, which she describes as a "low-level" school. Ms. Billingsley explained that she obtained this information from the website, https://www.greatschools.org/texas/. Ms. Billingsley said she was happy with the Providence School District because it was more diverse, and she wanted her children to attend a diverse school district. Compared to her children's previous school, Ms. Billingsley said Paloma Creek is not as diverse and is mostly African American students.

Ms. Billingsley's children started attending Paloma Creek Elementary in or around November 2022. Ms. Billingsley was upset because her son has a learning disability, and the change would impact his son. At the time of the move, her son was in the 5th grade. Ms. Billingsley said her children were sad about the move.

[TAB B52.3] Complainant: Billingsley, Shermea
Date of Interview: January 30, 2024
Type of Interview: Internet
Interviewer: Cortez, Cris

Shermea Billingsley moved out of the Providence Homeowners Association (PHOA) neighborhood around October 2022, when her lease was non-renewed. Ms. Billingsley had been

When asked if his actions about the amendment ever created problems for him, he referenced the lady who took a picture of him at the park.

He stated that the main people making Section 8 an issue were Dautrich, Misty Greer, and Jennifer Pulver. He did not vote and found out about it from a notice

When asked why he felt Dautrich and Benton were for the rule, he said it was Dautrich, Benton, and Politz, and their motivation was probably crime.

B. Documents

DOCUMENTS: COMPLAINANT [TAB B]

TAB B1: D.J.

The following TABS are relevant to CP D.J. HUD Case: 06-22-4391-8

[TAB B1.1] Nature of Document: D.J. Original Complaint to FHEO
Who Provided: D.J.
How Transmitted to HUD: Internet
Date of Document: June 16, 2022
Date Obtained: June 16, 2022

This document is the original online complaint submission submitted by D.J. on June 15, 2022.

What happened?
I live in Providence Village in Aubrey TX! I've been here for over a year with my two children! We all are disabled! When we moved here, we thought we would be here for a while! It seemed like a really nice place to raise my kids! Nice house big back yard a lot of amenities over here. I am on Section 8! Because of my disability! When we moved here, I was on Section 8! Now the HOA voted the Section 8 tenants out! And I just think they are singling us out! And it's not fair! Where are me and my kids going to go! I have very limited income to move anywhere right now! I just think it's discrimination because I'm on Section 8 they don't want me here! I deserve to raise my kids and nice safe community! I shouldn't be judged because we have disabilities that prevent me from working now! It's not right!

Why do you believe you are being discriminated against?
[Previous section repeated]
The HOA stated that all tenants under a current contact will be able to finish out our lease with no penalty! But once they voted they changed everything! Now we have 90 days then they will charge our landlords $300 per week until we are gone! My landlord cannot afford this fee! This is not right there are so many families that will be homeless! And the way the residents are acting over here! I don't really feel safe here! There is so much tension in the air you can feel it! It's like

they hate us because of our situation that we can't help! It's heartbreaking! They are singling us (Section 8 holders) out! My daughter has a disability and my son as well! My son just recently got comfortable with making friends over here! He's a loner but he has really opened up since we've been living here! Now because of this I may have to move, and he may have to change schools! It took him so long to get comfortable enough to make these friends! He's really heartbroken about this! I feel so bad as a mother knowing! We did nothing wrong but yet we're still being punished because of our current situation.

When did the last act of discrimination occur? 06/14/2022
Is the alleged discrimination continuous or on going? Yes

[TAB B1.2] Nature of Document: D.J. Intake Questions and Answers
Who Provided: D.J.
How Transmitted to HUD: EMAIL
Date of Document: June 17, 2022
Date Obtained: June 17, 2022

On June 17, 2022, D.J. submitted to HUD Intake answers **(bold)** to the following questions:
1. What date did you move into the property? What is the beginning date and end date of your current lease? **4/19/2021; New lease 4/19/2022-4/30/23**

2. If you are aware, what date did the HOA vote to remove Section 8 recipients? **6/6/2022**

3. What is the age and gender of each of your minor children under the age of 18?
Female age 4 and Male age 13 [Names omitted due to age]
4. What type of disability do each of you have? (please state physical or mental as choices)
D.J.: [Redacted: Privacy Act] Mental disability that affects ability to cope with stress and learn. Physical disability that affects body's ability to turn food into energy.
Male age 13: [Redacted: Privacy Act] Mental disability that affects ability to cope with stress and learn.
Female age 4: [Redacted: Privacy Act] Mental disability that affects ability to learn and communicate.
5. What date were you notified of this restriction and would have 90 days to move out? **6/15/2022**

[TAB B1.3] Nature of Document: June 15, 2022, BOD Letter
Who Provided: D.J. How Transmitted to HUD: EMAIL
Date of Document: June 15, 2022
Date Obtained: June 17, 2022

This document is a titled: A Message from the Board of Directors, dated June 15, 2022. It reads:

"Greetings Providence Homeowners,
The Providence Homeowners Association (HOA) has been the subject of newspaper articles and

news reports regarding the Amendment to implement Rental Restrictions. We wanted to clarify any misinformation that has been circulating. Please remember, that any formal communication from the HOA is sent through the proper channels, i.e., eNews, home mailer, webpage, and the HOA Fact Page on Facebook.

"In regard to the Amendment, it was passed on June 1, 2022, and filed on June 3, 2022 with Denton County. The amendment passed with 52.8% of homeowners in support. This is a huge win for our community. We are excited to see increased homeownership and less rental price gouging in the months ahead. In regard to the Rental Restrictions that were announced on June 6, 2022, we wanted to clarify some information. A change was made to the initial document that had not yet been filed due to incorrect wording regarding leases. The HOA will not require a completed full lease, as initially written in the rules. In the board meeting on June 14, 2022, the board voted to amend the language to require certain information from the lease to include contact information, mailing address, phone number, and e-mail address of each person who will reside at a property in the Subdivision under a lease, the commencement date and term of lease. Now that this has been amended, the Rental Restrictions have been set to be recorded with the County and we expect it to be on file by Monday the 20th at the absolute latest.

"In regard to the Section 8 Housing Restriction, no fines have been sent to any landlords at this time. The HOA is not displacing any families immediately as has been reported by the media. The Board has implemented this rule and will begin enforcement with a standard TROPA violation to include the fines of $300 per week to the owner, after 90 days from the date of recordation with the county. Once the enforcement begins, a violation notice is sent, and the homeowner has 30 days to comply before fines begin. We hope that this clarifies any misinformation.

"We are also homeowners and thank you for helping to bring this amendment into fruition and look forward to keeping our community beautiful and protecting our property values

"Please do not hesitate to contact the HOA office for any more questions regarding this matter. The HOA will not answer on Facebook or any other unofficial communication platforms. Our communication process needs to be streamlined to our HOA office staff.

"Sincerely,
Providence HOA Board of Directors"

[TAB B1.4] Nature of Document: Memo with link to Denton Record Chron art
Who Provided: D.J.
How Transmitted to HUD: EMAIL
Date of Document:
Date Obtained: June 17, 2022

This is a link provided by D.J. to an article posted by the DRC **[SEE TAB D2]**

D.J. wrote:
"This is a link to more information regarding this issue! HOA originally stated current tenants can finish out existing leases with no penalties! But once the people voted they changed everything! Now we have 90 days or landlords have to pay $300 per week until we leave! There is nowhere for us to go! It's hard finding a nice home that accepts these vouchers now! I just believe this is discrimination against us because of our current situation! Everything os on this website! And also, the voters meeting is the video at the bottom! When the person said no more section 8! Listen to the people scream and cheers! It's sickening! Knowing that some of us can't help our situation and we could be homeless soon!"

https://dentonrc.com/news/providence_village/section-8-landlords-to-be-fined-300-weekly-until-tenants-ousted-hoasays/article_c936cf99-87d2-59ca-8ca8-26f55f68d209.html

[TAB B1.5] Nature of Document: HOA Amendment
Who Provided: D.J.
How Transmitted to HUD: EMAIL
Date of Document: June 14, 2022
Date Obtained: June 17, 2022

This document contains the Resolution of the Board of Directors of Providence Homeowners Association, and the Rental and Leasing rules associated with the resolution.

Relevant parts:

"WHEREAS, Providence Homeowners Association. Inc., a Texas non-profit corporation (the **"Association"),** is governed by that certain Declaration of Covenants, Conditions and Restrictions for Providence, recorded on June 12, 2002, in Volume 5105, Page 2787 of the Official Records of Denton County, Texas (together with its amendments and supplements, the **"Declaration")** and the Association is further governed by the Articles of Incorporation of the Association, filed with the Texas Secretary of State on June 12, 2002 (the **"Articles"),** and the Bylaws of the Association, recorded as Exhibit B of the Declaration on June 12, 2002, in Volume 5105, Page 2827 of the Official Records of Denton County, Texas (the **"Bylaws");**

"WHEREAS, the Association, acting through the Board, has determined that it is in the best interests of the Members of the Association to adopt rules regulating the rental, leasing, and tenant occupancy of Lots in the Subdivision;

"WHEREAS, the Board proposed and the Members adopted, at a duly called meeting of the Members on June 1, 2022, an amendment to the Declaration adding Section 2.14 to Article I1 thereof, which amendment authorizes the Board to adopt rules for the rental, leasing, and tenant occupancy of Lots within the Subdivision;

"WHEREAS, at a duly called open meeting of the Board held on June 6, 2022, the Board adopted rules for the rental, leasing, and tenant occupancy of Lots within the Subdivision (the

Relevant Parts:
Roland Clark posted a picture of the crowd holding signs. The signs were not legible through the window.

Michael Florentino
"What fucking losers protest section 8? You look more goofy then that mentally ill lady who was on the news crying about the rules change. An fyi I'm not on section 8 so before some of you make comments that say oh a section 8 person defending it. Didn't they already pass the rules change. What is there to protest?"

Tirzah Ortiz - Rishel
"Someone from pv asked them to get involved"

Todd Johnson
"They told you that?"

Tirzah Ortiz - Rishel
"Todd Johnson yup"

Todd Johnson
"Tirzah Ortiz - Rishel I'd love to have a name...."

Tirzah Ortiz - Rishel
"Todd Johnson I tried to bribe with eggs. Wouldn't give it"

Daniel T. Dadcat
"Certainly puts to rest any doubts I had that this was about anything but prejudice to begin with. Blame "investors" all you want, it was always just a smokescreen."

Todd Johnson
"Daniel T. Dadcat respectfully I disagree, at least for me and all that I have spoken to about it. I can't speak for everyone of course"

Michael Florentino
"I just don't believe that nobody was involved from PV. There is definitely some racist asshole who coordinated this with their white pajama loser friends"

Jill Ward
"What are we protesting at the front? It's raining so hard I could barely read the signs!"

Joseph Garza
"They are protesting section 8"

Jeremy Stanley

Right now you're about as useless as an ashtray on a bicycle. Quit being a troublemaker.

"Listen, If you're waiting on this town to care about your dumb butt opinions, you better pack a lunch, it's gonna be awhile a55hole.

"This is what happens when you get on the fightin side of me. You get ugly Marsy.
JOE SOCK IS THE FAKE PROFILE NAME."

Nicole Stockton
"I am out of town but it sounds like someone hired them. Definitely suspicious especially since they are super late to the game. Sounds like they want to plant an agenda and maybe get some media presence. I have a few people I know who would especially since they did this before. Has anyone seen the Record Chronicle? If so that confirms it all for me...

Skeeter Has Beenbanned
"Nicole Stockton yeah I'm just trying to figure out what they're end game is now?? We as Taxpayers LOST and the Ghetto Tr@sh gets to stay now!!
I'm patiently waiting to Play Cowboys n Country Wrecking Haters!! Boy that's going to be a good time!! And I've got a Long list!!"

Nicole Stockton
"Skeeter Has Beenbanned what is their motivation? The law already passed? They are front and center in our neighborhood. **If I** see this in the Chronicle I'm literally going to turn some tables there."

Jeremy Stanley
"Nope I don't want any part of it after reading that paper. That paper reads like a racist rant and not like someone with concerns over section 8 brining violence. Wouldn't touch that one with 10 foot pole."

Jeremy Stanley
"Nicole Stockton agreed 100%. This is one of the worst written flyers I've seen. If the issue was truly about the violence then provide stats and leave the damn race of anyone involved whether victim or attacker out of it. It's not needed in any way shape or form. This really feels like a setup. I would be curious to know if any of those people even live over here. I'm actually on the other side in Heritage Landing where we don't have wrist braces. It's pretty quiet over here but we are close enough to the basketball courts that our son always wants to go with his friends. We are always a little reluctant. I really hope this all gets sorted out one way or another. In reality, the HOA just needs to be doing their job of making sure that anyone on Section 8 is abiding by the rules of the program. I think that would go a long way in helping resolve this mess."

Nicole Stockton
"Jeremy Stanley our HOA is the fairest most giving HOA I know of in this state let alone area. The DRC is a joke. I don't read it **I** would recommend everyone use it for campfire fuel. It's junk

01:03:24

Jones scrolls through group member list of Providence Village Water Cooler Townies(Fair Admins), which includes (among others):

- **Shanna Jones (herself)**
- **Jennifer Dautrich (Jenn Mac) [Board President]**
- **Martha Jane Cannary**
- **Michelle Jensen**
- **Ainsley Corin Brinkerhoff**
- **Whitney Lou**
- **Rose Gold**
- **Lawanna Lou Guin [Amendment Committee]**
- **(various others active in comments we saw on Providence Village Water Cooler (Rarely Censored))**

01:09:30

Jones explores Skeeter's profile (group posts to Providence Village Water Cooler (Rarely Censored)).

- Member of group since November 10, 2021. [Note: He hasn't been a member long under this profile, but I suspect he has multiple profiles.]
- User ID in URL is: 100034300819482
- **As Jones scrolls down through posts, it's clear some are mugshots of people of color, e.g.:**
  - **Nov. 8, 2022, post with mugshot of Jessica Mata Henshaw.**
    - **Comments from Chris Nyberg. Comments from Jennifer Bedford.**
    - **One comment from Nyberg includes statement that he "wouldn't be opposed to holding the 'shower doors' open and helping load trains (laughing emoji)." Comments have gifs, e.g., of people in combat fatigues and people with torches.**
  - **Aug. 13, 2022, post with video and comments about "kids in PV" and "Ghetto is as Ghetto does."**
    - **Jamie Frederick Weiland: "Yep they were being so crazy my 17 year old told my 5 year old to go to my room bc her room is in the front and mine in the back. For him to be worried means they were really being nuts."**
      - **Skeeter Isa Pest: "that's just a damn shame!! And actually exactly why everyone wants these freaking wild animals gone!! (laugh emojis) Because we all know damn good and well they reside in a section 8 house! (laugh emojis)**
    - **Skeeter Isa Pest: "I've got $1000 their house has the #8 associated with it!!"**

- **Hector J. Valenzuela: "And then they get mad when white people use the N word, but it's okay to call each other the N word."**
  - **Skeeter: "Yup, that's the great ghetto ass double standard! The funny part is you could call me cracker all day and I would just laugh at you!! To get mad cause someone called you a derogatory name that's just a weak motherfucker lol."**

- Aug. 11, 2022 post with mugshot of Alfred Tyrone Randall.
- July 26, 2022 post with news story about amendments and comment: "New fucking story eeeery damn week thanx to the Ghetto 8 drama queen!!"
  - Lawrence Battani: (image of note that reads "Shy away from people who act like a victim in a problem they created.")
  - KC Toney: (gif of white man beating a dead horse)
  - Susan Duncan Tidwell: Refers to R.S. as "Retondra."
- July 24, 2022
  - Post with image of Raggedy Ann/ "mammy" doll on TikTok account @bigmadratchetyann with text: "They keep posting their Booshit on the Tok about PV and wonder Why?? Y'all damn ghetto drama queens NEVER STOP!! (laughing emoji)"
  - Image includes TikTok account justice4pvs8 saying "Now the residents in providence village have created a page on tiktok to harass me & now my mother. It never stops!"

01:28:00

Jones continues to navigate through Skeeter's posts to the group

- July 14, 2022 post
  - Text: "I'm in fucking tears over here" with image of Black person in front of a u-haul with the rental price changed to $19,999.
  - Many comments referencing "R.S." and Section 8, with laugh responses by Saul Goodman , also using term "ghetto" and "trash."
  - Comment from Marsy Powell Hollander telling people to stop sending screenshots to R.S. .
  - Comments from Ainsley Corin Brinkerhoff with lots of expletives about R.S.
  - Links to R.S.'s GoFundMe
  - Skeeter comments on R.S.'s
  - Skeeter: "So now apparently her hood-r@t minions are trying to threaten me!!"
  - Comments between Skeeter and Faith Schwartz about Section 8 01:42:03

obviously I'm on high alert but I hope that little girl is ok if what is stated is true."

- **Chris Nyberg: "Would be a shame if he was found at a random park in pv or maybe the river one day. Dear public, since the courts fail so much this is the time that you take care of the issue, but yall too scared."**
  - Don M. Reed: "Chris Nyberg, what's stopping you?"
  - Chris Nyberg: "You and all the other soft asses of PV that would turn in their ring camera footage to PD. I mean a real 'community' would make someone come up missing and everyone would stfu about it but too many bleeding hearts in this shit hole section 8 community." (Kris Nash and Skeeter laugh reacted)
  - Lawrence Battani: "I'll say it again. That 7 11 is like a hummingbird feeder for section 8ers."
    - Tyler Weiland: (gif of VP Harris saying "It's a fact.")
  - John Nathan Keahy: "The Tax revenue out weighs the problems when it comes to 7-11…"
  - **Chris Nyberg: "Aaron Bereiter: tie them to the back of the car and give them the parade around the city they deserve**
- Chris Nyberg: "I made the comment awhile back when they wanted to vote for the 7/11. I stated only ghetto trashy areas that are full of pos renters and section 8 are where they stuff 7/11s (cause you get to buy all kinda shit with your food stamps there)." [Note: Laughing reactions by Jennifer Bedford and Slade Roberts]
- Billy Assman: "Hey cuz come lay low at my rentyl idc what you got hooked up on."
  - Skeeter: "That's pretty much what's happening in this neighborhood!!"
  - Skeeter: "for reals though you got a couple of rooms I could rent out?
  - Billy Assman: "depends I only take violent felons that like kids."

02:19:40

Jones searches to find that Sina Tidwell [past Board] does not appear to be a member of the group.

02:19:55

Jones searches to find that Joyce Vann [past Board] does not appear to be a member of the group.

02:20:15

Jones searches to find that **Melyssa Alston [past Board] appears to be a member of the group.**

- Alston has been a member since January 27, 2017, was added by David Clouse.
- Her profession is listed as Top Producing Realtor at Rebel Realty Group LTD, Monument Realty.
- Jones clicks on her profile (group posts) and scrolls through her timeline. Most posts appear to be about real estate. Some posts have been deleted.

02:20:55

Jones searches to find that **FirstService employee Cody Watson** does not appear to be a member of the group.

02:28:06

Jones scrolls through list of groups she belongs to. One of them is "The Real Housewives of Providence Village."

- **Group has 1.2k members. Jones has been a member since Dec. 2021.**
- Description snippet: "The Real Housewives of Providence Village, strengthening community one woman at a time. Admittance to this group is a privilege not a right. Your participation and…"

02:28:15

As Jones scrolls, the group "TMZ Live of Providence Village UnCensored!!" appears. She is not a member, but the group info is displayed.

- Group is private, has 441 members.
- Description snippet: "A group to share Videos and pics of the Hoodrats, Criminals and Drama Kings and Kings in our HOOD!!"
- Also displayed: "Providence Village Neighborhood Watch."
  - Group is private, has 2.3k members
  - Description snippet lists Aubrey PD contact info.

02:29:59

Jones goes back to Water Cooler Rarely Censored group and scrolls down. She notes that she's looking for May/June posts, because "that's where they were talking about killing people, and killing the dog and laughing about it" etc.

Jones explains that she never comments on posts and only joined group to understand what she might be up against in terms of racism in the neighborhood.

02:36:44

Jones scrolls to Oct. 30, 2022 "Saul Goodman" post with R.S. **Halloween costume "24 hours to live" meme (37 reactions, 12 comments).**

- **Jones reviews who reacted.**
  - **Tirzah Rishel [Amendment Committee] reacted with a laughing emoji.**

Jones scrolls through comments.

- KC Toney: "They forgot the Go fund me accounts. All of em. (gif of Black man laughing)"

Screenshot 7:
La'Kesha Marie Windom
"It's not them moving criminals in; it's the renters moving their criminal family members or boyfriends in without adding them to their lease."

Nicole Stockton
"La'Kesha Marie Windom many of these individuals have known listed addresses in Providence Village so no it's not all boyfriends but some might be. Regardless this is in direct violation of the HOA's own rules and regulations for community safety"

La'Kesha Marie Windom
"Nicole Stockton Once they get arrested, they tell where they reside. I'm telling you, the housing authorities do not know these people live in those homes."

Screenshot 8:
Nicole Stockton
"La'Kesha Marie Windom the housing authority will have to prove they had the right to move them here and that they had residential consent. If they didn't then both the and trust me they can't then the housing authority and or the HOA can be sued."

"La'Kesha Marie Windom got it. There are separate lawsuits that can be filed all can be done. The HOA did not disclose to residents that they would change the housing rules when residents moved in here nor did they have resident consent. That's a lawsuit."

Screenshot 9:
Nicole Stockton
"All **I** am stating to you is that housing does not know these people are moving these criminals in without their knowledge."

Screenshot 10:
Nicole Stockton
"Y'all it's time I'm totally honest. The Denton County Housing Authority is moving known criminals into our neighborhood without residential consent I strongly believe. This is illegal. I have documentation to prove it and former convictions have been saved. None of us were told this nor did they disclose that when we moved in here the housing rules would change and they would allow former criminals and intentionally move them here. This needs to go legal. NOW I'm contacting everyone I know Monday to get this moving. We all have rights as residents. This is NOT OK! What's happening here is unbelievable."

Marie Hubbs Myer
"I'm sorry, but I believe anyone that moves into a home, whether it's in PV or another development, that typically a background check is done for both mortgages or a lease to rent. Please check facts to prevent emotions running wild. I keep wondering if the person that was caught this evening is from a PV address or where they are actually from. You can ck the

"https://www.myarklamiss.com/news/top-stories/ man-arrested-for-attempted-second-degree-murder/amp/?fbclid=lwAR0c0L4P2qa65ko0fz-JaBSb9kb9gW6BFTh7dnxFvHfcwipXEjndWf4yWv0"

[TAB B12.19] Nature of Document: Jones 17AUG2023 Email with screenshot
Who Provided: Shanna Jones
How Transmitted to HUD: EMAIL
Date of Document: August 17, 2023
Date Obtained: August 17, 2023

On August 17, 2023, Shanna Jones emailed EOS a screenshot of a post she found in the Facebook Group, **Providence Village Water Cooler (Rarely Censored)**

Nicole Stockton posted:
"Hi y'all I wanted to announce that in coordination with Nina Robinette 's lawsuit lawyers are officially seriously considering our class action lawsuit dealing with HUD and the Denton County Housing Authority and the relocation of criminals into the Providence Village Community. As I know more I will post more. I truly believe this is the next step to keep this community safe to declare that the relocation of Dallas Felons is not going to be something that works for our amazing community."

[TAB B12.20] Nature of Document: Jones 14SEP23 Email re FB Posts HB1193
Who Provided: Shanna Jones
How Transmitted to HUD: EMAIL
Date of Document: September 14, 2023
Date Obtained: September 14, 2023

On September 14, 2023, Shanna Jones emailed EOS Cortez a series of screenshots she took from the Facebook Group **Providence Village Water Cooler (Rarely Censored)**

Relevant Parts:

Screenshot 1:
Ron Cossette
Jennifer Bedford yup. Tragic. Section 8 gonna Section 8."

Tamara Cruz
"Jennifer Bedford what?! Send me info please!"

Jennifer Bedford
"Tamara Cruz I am making a post in TMZ this evening. I'll tag you."

Screenshot 6:
Caitlyn Brewer
"Brian Paben Homeowners should be fine for not maintaining their stuff. Some of these houses have been run down for years so don't say hoa is on it."

Todd Johnson
"Caitlyn Brewer easy response to this would be then don't buy a home in an area with these rules. **I** don't say that to be rude, just a statement."

Caitlyn Brewer
"Todd Johnson If you already own a home then I guess you don't get a say huh"

Todd Johnson
"Caitlyn Brewer yeah **I** get that aspect. To that this scenario would not work."

Screenshot 7:
Brian Paben
Caitlyn Brewer I never said that. The HOA is a joke. I think HOAs are worthless as it's been proven in PV...That being said, how could you not want a potential game changing rule such as no section 8 tenants in our neighborhood? It's not discrimination to not want the projects in our neighborhood. And that is PRECISELY what section 8 housing is.

Caitlyn Brewer
"Brian Paben never said discrimination. Just don't want the hoa controlling who I can and can't sell to. Or how I can collect rent that's due. And yes the hoa is a huge joke in PV."

Brian Paben
"Caitlyn Brewer The HOA is worse than a joke...Apparently, though, you're in on it since you are pro Section 8."

Screenshot 8:
"Brian Paben never said I was pro section 8. Just not for government control."

Skeeter Has Beenbanned
"I'll say this.... If it gets passed and signed by Abbott this State is FINISHED!! Big Money Investors will invade EVERY nice Suburb and turn it to Shit with the Ghetto 8'rs like they did here off the entire 380 Corridor!!"

Tess Miracle
"Skeeter Has Beenbanned at least the congress people will be in the same boat as we are. Small consolation but at least they will have to live through their poor choices"

Screenshot 9:
Tess Miracle
"The only thing **I** can thing of is the investors are the money behind the bill and have pulled strings to make sure it goes through."

"There are two glimmers of hope I have... 1. Even if it does pass, when a lot of the upper end HOAs are affected (think windsong and golf course HOAs) their legal teams will have a field day suing the state. 2. A lot of the congresspeople are average working class citizens who live in HOAs and have no idea what they just signed up for...but they are going to find out!"

Screenshot 12:
"Here's that StanK Azz Uardening lool Danielle Ross. Ex Gubmit Ghetto 8 Providence Village Leech! Apparently now she is dealing with more RaCiSt NeIgHbOrS in Ft. Worth. Get this... They are racist now because they have had enough of her kids trespassing. Gawd this shit gets OLD!! Fucking EEEEERYTHING IS RACIST to this Gardening Tool!! But hey as long as it isnt here in PV it is Fucking Hilarious now!!"

Screenshot 13:
KC Toney
"How long did she live in PV for? Like 10 years or something... Proof s8 doesn't work like it's intended."

Skeeter Ben PokingdaBear
"KC Toney I'm not sure how long she was here!! But at NO time is she trying to better her life or get off the program!! She keeps popping out more kids and getting more benefits!! --Her and her kids will most likely leech of the Gvnmnt Teet for the rest of their lives!!"

Screenshot 14:
Repost of a post made by Ross Daniele

Ross Danielle Author

Ya really want to open up a can of worms ... how about the soccer moms driving around in an a GMC or Escalade big body truck with one or two kids don't work because hubby takes care of it all! I have 8 kids and I work two full time jobs my first job is of course being a mother which there are no days off

La'Kesha Marie Windom

Ross Danielle just because you're section8 and home all day doesn't mean you don't pay rent nor have a job lol But it's ok for them to be stay at home mothers ijs

[TAB B14.3] Nature of Document: - Email Mackey & Cody Watson June 8, 2022
Who Provided: Mackey
How Transmitted to HUD: EMAIL
Date of Document: June 08, 2022
Date Obtained: June 21, 2022

This document is an email between Alecia Bowen-Mackey and Cody Watson, sent on June 8, 2022.

In the email Mackey asks that Watson provide answers (bold) to her questions.

I own three rental homes in Providence Village and have been actively following the proposed rental and leasing changes over the last several months. In reviewing the recent Rental and Leasing Rules Adopted 06.06.2022, there appears to be a lack of clarification regarding certain items which were previously confirmed in the Questions and Answers from the Board on March 2nd.

1) Regarding Homeowners who currently own more than 1 rental property, the board's Q&A confirmed that all homes purchased prior to the date the rules go into effect would be grandfathered in. I do not see that language or clarification in the Rental and Leasing Rules Adopted 06.06.2022. Please confirm this will be added to the Rules and there will be no violations or fines imposed.

Any rental property that is non section 8 will be allowed to stay as long as each property is registered within 90 days of the new rules being filed with the county. That process will be complete in the next week or so. For those owners already owning more than 1 property, there will be no penalties (as long as the registration for each property is completed) but those owners will not be allowed to purchase any additional properties.

2) Regarding Restriction of Section 8 Housing, the board's Q&A confirmed that the Rules would prohibit any future Section 8 leases from being approved, but the no lease, Section 8 or otherwise would be terminated immediately and all current leases would be honored without penalty. I do not see that language or clarification in the Rental and Leasing Rules Adopted on 06.06.2022. Please confirm this will be added to the Rules and there will be no violations or fines imposed.

At the time the new rules are recorded they become part of the enforceable governing documents. Any section 8 properties will then receive a violation notice giving them 30 days to comply. If at the end of that 30 days the home is still section 8, then the weekly fine of $300/week would begin to apply. Thank you for your time.

"Please use the link below to file your complaint to the Fair Housing Office.

"Contact Legal Aid if you need any legal advice. And reach out to the Denton County United Way as needed also. United Way of Denton County | (unitedwaydenton.org)"

On July 27, 2022, Miller sent an email to the MHA clients inviting them to a meeting to be held in Denton regarding Fair Housing.

On July 28, 2022, Miller sent an email to the MHA clients informing them of HUD's investigation and asked they provide copies of their leases.

On July 28, 2022, Sheilla Tutson emailed Miller the following:
"I have attached our lease as per your request.
"Here are the details of the conversation I had with Mary Feagin on June 28th. Usually we speak via text or email because I like to have things documented, but she was adamant about talking over the phone. We spoke at 1:06 pm for roughly 8 minutes. She said that due to the HOA amendments and the fact that she could not get a rent increase (she said multiple times that what we pay for rent is well below market value) that she would like us to leave the home by September. I told her that our lease isn't up until January, she said they weren't getting paid what they should and that she doesn't like putting tenants out that haven't given her any trouble, and we haven't at all in the 6 years we've been here. But, she said that they are losing money and may just sell the house.

"I have not received anything from the HOA directly, but as you mentioned on the phone we have been here 6 years."

On June 17, 2022, Subhash Chand emailed Miller the following:
"Thanks for your email and providing the necessary resources related to handle changes by the Providence HOA for rentals. I appreciate your support. As you know the community is not allowing public financed/Section 8 tenants anymore and soon they are planning to enforce it strictly with heavy fines for not complying with the new rules.

"My tenant is currently leasing the property in Providence Village, TX 76227. The lease will expire on 31-Jul-2022. As a result of recent changes from HOA, I am forced to serve this notice that I cannot renew the lease going forward for her. Please consider this as 45 days notice to vacate as required in lease. She will need to vacate by 7/31/2022 and I have notified her via phone, text and this email. Even though I wanted her to stay longer, I can’t extend the lease due to the new HOA rules. Please send me any form that I may need to sign. Please understand this is my formal notice and no further 3 extensions will be possible beyond 7/31/2022 even if there is a delay in receiving the 'notice to vacate' form from housing or tenant.

"Tenant: We will do a final walk-through on 7/31/2022. Please leave the house in clean, undamaged condition as required in lease. I wish you and your family the best!"

Skeeter Benbanned Toomanytimes: Robert Rhodes I've got plenty of Patience to wait it out!! At least we have a staring point to cleaning up our neighborhood!!"

Robert Rhodes: "Skeeter But I mean really, who cares at this point how long it takes? The problem 8ers are already gone and I have noticed a HUGE difference around the neighborhood. Funny coincidence, right?"

Skeeter Benbanned Toomanytimes: "Robert Rhodes They're NOT all gone!! The biggest Ghetto 8 mooching conniving Tr@sh just unpacked her Shit!! And apparently she's now scheduled for a Tummy tuck, Boob Lift and some Hipposuction!!"

Robert Rhodes: "Skeeter oh no they [cut off]

Skeeter Benbanned Toomanytimes: "KnOw YoUr RiGhTs! As if the Ghetto 8 motherfuckers these days don't already know what their rights are!! they've already achieved grandmaster Ghetto level Scammer status!! do you think they got there by not knowing the rules or their rights!!"

Kiso Zamora: "Filing a Fair Housing Complaint doesn't mean shit. Said complaint will be assigned investigated...then judged. All this is doing is tying up a legit agency with false claims thereby making the whole fucking agency laughing joke."

[TAB B23.11] Nature of Document: HON Lawsuit
Who Provided: Law Office of Daniel and Beshara
How Transmitted to HUD: EMAIL
Date of Document: July 15, 2022
Date Obtained: August 04, 2022

The Law Office of Daniel and Beshara provided HUD with the complaint that was filed by High Opportunity Neighborhoods against Providence Village HOA and its Board in U.S. District Court for the Eastern District of Texas.

Relevant Parts:

3. Defendant Providence Village HOA executed a Declaration adopting Rental and Leasing Rules (the "Rules"), which included a Section 8 Housing restriction.

4. The Declaration and rules were improperly passed, are improper on their face, have a disparate impact on minorities, violate housing laws, violate property owner association laws, are not reasonably related to resolve any ongoing issue or problem within the community, are vague and arbitrary, and tortuously interfere with current and prospective business of Plaintiff.

5. Upon inquiry Plaintiffs were informed that each of the following members who were board members at the time participated in the scheme to pass the Rules. Because these members

(virtual and in-person), bi-monthly follow-ups with landlords, quarterly follow-ups with the Providence HOA, testing new participants searching for housing in the Providence neighborhood.

For how many months or years do the organization anticipated performing each such monitoring activity? 12 months

What is the total number of hours of staff time the organization will be required to use to perform each such monitoring activity? Estimate 1,995

[TAB B25.8] Nature of Document: Email re Participant Concern 30AUG22
Who Provided: Lamaya Woods
How Transmitted to HUD: EMAIL
Date of Document: August 30, 2022
Date Obtained: August 30, 2022

On August 30, 2022, Lemaya Woods, HCV Director for the Denton Housing Authority emailed HUD. Woods wrote:

"I called earlier and just left another voice message for you concerning one of our participants, so if you could please give me a call back … it would be greatly appreciated. She is at the end of her lease and her landlord has issued her a non-renewal notice so we are trying to assist her in locating another unit."

[TAB B25.9] Nature of Document: Email from Denton HA w Attachments
Who Provided: EOS Sievers
How Transmitted to HUD: EMAIL
Date of Document: June 13, 2022
Date Obtained: June 13, 2022

On June 13, 2022, Executive Director for the Denton Housing Authority, Sherri McDade, wrote an email to Fort Worth PIH Director Byron Gulley and stated the Denton HA had been notified of an HOA that was banning Section 8. She wrote that families were contacting her office and were scared of their neighbors. She requested help in addressing the matter. She wrote she had informed the families and their respective landlords of their rights under a lease contract, but that landlords would be fined $300 a week. She stated that it would be difficult to relocate all of the families living in the HOA.

Attached was a screenshot from R.S. of a message that was sent to HOA Manager, Cody Watson, where R.S. asked if they would be required to move or if they would be allowed to stay until their lease was up. Watson responded that a fine of $300 a week would be assessed until the home was no longer providing housing to those under federally subsidized assistance.

Attached was also a copy of the Rental and Leasing Rules, **SEE TAB B1.5.**

Why do you believe you are being discriminated against?:

When did the last act of discrimination occur?: 06/24/2022

Is the alleged discrimination continuous or on going?: Yes

[TAB B34.3] Nature of Document: M Sykes 05AUG23 Email Ring doorbell video link
Who Provided: Sykes, Melissa
How Transmitted to HUD: EMAIL
Date of Document: August 05, 2023
Date Obtained: August 05, 2023

On August 5, 2023, Melissa Sykes emailed HUD a link to a ring doorbell camera video. The video showed two white males walking on the sidewalk, throwing something on the doorstep. https://neighbors.ring.com/n/z9NkdWMtoO

[TAB B34.3.1] Nature of Document: - M Sykes Flyer on porch
Who Provided: Sykes, Melissa
How Transmitted to HUD: EMAIL
Date of Document: August 05, 2023
Date Obtained: August 05, 2023

With respect to **TAB B34.3**, M. Sykes provided the flyer that was thrown on her porch. It was from the NJP and read:

"The federal government views safe White communities as a problem The Section 8 Housing Voucher is a tool used to bring diversity to these neighborhoods. Despite what the First Amendment of the Constitution says, you do not have the freedom of association where you live.

"Blacks bring crime and violence.

When a criminal black stabs a White teen on the basketball court. the Democrats will take the side of the violent criminal black. And when your HOA tries to bring safety back to your community by limiting the use of Section 8 Housing Vouchers. Republican Governor Greg Abbott stabs you in the back!

"Yet, the NJP knows that if an HOA rule decreasing the number of blacks in an area is anti-black, then a state law decreasing the number of Whites in an area is anti-White. This is what anti-White racism looks like. HB 1193 is anti-White!"

"The NJP supports the good folks of Providence Village and the efforts of the HOA to bring order and safety back to your community.

"We want to tell your story. Let us know if you have been the victim of Section 8 violence, theft,

"I'm not afraid of her or her ghetto minions"

"It sucks that when the town is trying to stop a variety of scum from renters and section 8 residents who keeps shooting the town up, breaking into cars and attempting to assault people for no reason other then personal gain.

“So the town makes a decision to do what is best for the town and now you have these idiots on the news spreading lies about the community. It proves that she is as stupid as she looks. If this town is threatening you and being a racist community to you then what are you fighting so hard to stay. Even tho that isn't going to work because the town already passed the rules and it's time to pack your shit and go blame the next town you move into that magically starts having all these issues."

"But when Ghetto trash has been backed into a corner that's how they act so let's get it on!"

"Damn this ghetto biach is stupid"

"But hey R.S. if ya'll need help packing let me know! I'll bring my kids over that are not Fighting, robbing, stabbing or shooting anyone and we'll help get ya leeching ass up out our hood!"

"The property I just sold used to be the center trading town where they hung all the blacks look it up you live right next to it"

[TAB B35.3] Nature of Document: E. Sykes Intake Questions and Answers
Who Provided: Law Office of Daniel and Beshara
How Transmitted to HUD: EMAIL
Date of Document: August 10, 2022
Date Obtained: August 10, 2022

Representatives for Evora Sykes provided the following answers **(bold)** to HUD Intake questions:

1. Please provide the names and birthdates of minors. **She has two children. Minor Daughter Minor Son**
2. Please confirm that the Dallas Housing Authority issued Ms. Sykes’s housing choice voucher. **Yes, Dallas Housing Authority issued her voucher.**
3. Is Ms. Sykes a Veteran? **She is a Non-Veteran**

Skeeter Isa SonavaBeach
Y'all notice since the vote and quite a few especially the troublesome ones have moved and appears have gotten hold of their demon seeds.... Crime fighting and the Thugery is down to almost nothing.

Patricia Oliver
Was this notice sent to all owners?

Denise B Vidal
Patricia Oliver yes....just got the HOA email.

Skeeter Isa SonavaBeach
Pretty simple everything is on hold until that court case is over. The good news is the major most troublesome ghette 8 tr!sh gone!!

Nicole Stockton
Skeeter Isa SonavaBeach any idea on the time frame?

Skeeter Isa SonavaBeach
Nicole Stockton no idea I'm sure it'll drag on for God knows how long!! Kind of sad though homeowners in an HOA can't vote to get rid of ghetto garbage without being challenged by dirt bags and those that support them!!

[TAB B35.8] Nature of Document: E. Sykes Email with screenshots
Who Provided: Law Office of Daniel and Beshara
How Transmitted to HUD: EMAIL
Date of Document: October 13, 2022
Date Obtained: October 13, 2022

On October 13, 2022, Representative for Evora Sykes sent HUD and email with several screenshots Sykes captured form online Facebook groups.

Pages 2-10: are pictures of the PV neighborhood with homes of Section 8 renters circled. The source page is unknown.

Page 11: Is a screenshot from the TMZ Live of Providence Village UnCensored. It is a post by **"Skeeter"** in it he writes about R.S. and says "Damn this Ghetto Biiiiieeeaach is stupid!" He wrote she posted pictures of his kids and asks if that was a threat and says "…come to my house let's see how that ends up lol….if Y'all need help Packing let me know! I'll bring my kids over that are not out Fighting, robbing, stabbing or shooting anyone and we'll help ya get your Leeching Ass up out our Hood!!

Page 12: **Jennifer Bedford** replies, "What a stupid fucking cunt ass whore. She sure is wasting a bunch of time stalking you when she should be packing up her shit to GTFO. I keep hearing

media outlets supporting her and ask them who is making threats. Skeeter Isa SonavaBeach replied, “Julie Hay shit all they would do is edit it up to make her look more sympathetic lol you're forgetting the media sympathizes with this ghetto tr@$h!! [Hand to face emoji]

Screenshot 47: This screenshot was captured from an unknown page. Lita Robey posted, “FYI I called Aubrey PD spoke to the officer for the school fire. The juveniles were not teens, they were younger and they are PV residents. That's all he could say.” Jennifer Bedford replied, “Lita Robey children 12 or younger executed burning down a playground? I have so many questions. [Angry face emoji]

Screenshot 48: This screenshot was captured from an unknown page. This first post is cut off and begins with,…”more kids and they only make like $20k a year and they all the bells and whistles of government assistance. That's how they're able to keep it out of the governments eyes.” Michael Florentino replied, “Hector J Valenzuela problem is they have it posted on Facebook as they are the owner so now what sucks for them is when the IRS audits them and they will be getting audited. They are going to not only lose the 8 but they going to jail which is sad.” Christopher Corona posted, but it was not visible on this screenshot.

Screenshot 49: This screenshot was captured from an unknown page. Garrison Springfield posted, TikTok clock is ticking...get your section 8 asses out of town now bitches [explosion emoji] and don't let the door hit you in your fat ass mouths!! One person reacted with a laughing emoji.

Screenshot 51: This screenshot was captured from an unknown page. Shakelia Hayes posted: “Jethro Benbanned Toliver wow, wish I'd known or seen that post, definitely wouldn't have trusted her with my personal information!” Jethro Ben banned Toliver replied: “Shakelia Hayes is this her?” with what appears to be a mugshot of R.S. and the caption “[R.S.]is currently in the Houston County Jail on bonds totaling $20,000.”

Screenshot 52: This screenshot was captured from an unknown page. Lawrence Battani posted: “I wonder why the news, the Texas Tribune, and the police seem to know nothing about what started it all. She TikTok's her morning shits, yet has no video or photos of this imaginary couple. She's also produced no video of the people that have come to her door and threatened her and her children. The only video she has from her doorbell camera, is from the day she and that gaggle of ghetto trash set up Ainsley after asking her to come over and talk.” with what appeared to be a screenshot of a link to a video from an unknown source from [R.S.] stating: “To the couple that was on the track this morning an decided to judge without asking. People like you is what makes this world so screwedvup!! All black people are not criminals assuming I had a ankle monitor on asking me "As a felon how do you live here? Or do you even live here? " an I just smiled an walked away because I don't respond to ignorance! It's truly sad. Sorry I don't have pockets to fit my AirPod case in. SM (Stop with the madness)”

Screenshot 53: Duplicate of #42.

post she made earlier about someone assuming she had on an ankle monitor.

Screenshot 119: This screenshot is from an unknown page. **Skeeter Has Beenbanned** posted "Susan Duncan Tidwell "I have not given her anything for evidence nor have I threatened her not once!! [winking emoji] I'm just a shit talking conservative on Facebook that wants the ghetto Tr@sh out of our neighborhood along with hundreds of other homeowners!! [winking emoji] I don't mind going back-and-forth with her or any of her minions she's a clown!! I am going to meet the reporter on Monday though that oughta be... See more". Skeeter Has Beenbanned posted again "Oh look I'm still getting more calls from that Obama phone!! [laughing emoji] I can't hear it and only see it when on Facebook so doesn't really hurt anything lol".

Screenshot 120: This screenshot is from an unknown page. The original post shared a public facebook group called "Denton Downtowners" with a button to join. Nicole Stockton posted "Is the Go Fund me still up because that is straight fraud?" One person liked it.

Denise B Vidal posted "Nicole Stockton yes".

Martha Jane Cannary posted "Nicole Stockton She's at nearly $900, last I checked."

Screenshot 121: This screenshot is from an unknown page. **Ron Cossette** in "Providence Village W..." but the beginning and end of the post are cut off. The visible part of the post starts "management team. We were paying for a "Leasing Compliance Manager" in the office (an FS Residential employee) and not a single shred of leasing compliance was being done. They did not even know how many homes had lease tenants in them. Savannah also forced investment owners who owned multiple properties to divest so they could get in line with our CCRs and Leasing Restrictions. Were there some people against this? Sure, but there were far more people for it. Also, to shut up the nay-sayers I posed as a sympathetic property owner who wanted to rent my property Section 8. I contacted the Housing Authority and was even set up on a call with a Federal Fair Housing representative. I told them I believed it was discrimination for my HOA not to allow me to rent Section 8 and asked how they could help me. They told me it was a lost cause and there was nothing they could do. They even cited the court case of ICP (Inclusive Communities Project) vs Texas. ICP is a Section 8 advocacy group who sued to get rid of what they perceived as a discriminatory law. They lost in Federal Court, then appealed to The Supreme Court of The United States. SCOUTS refused to hear the case and the Federal ruling was upheld. I have all of this on a recording. You will win. It's a no doubter. Stay safe and stay vigilant. Remember, you're the good guys. In the end.... the drive by shooting culture loses."

Screenshot 122: This screenshot is from an unknown page. **Garrison Springfield** posted "TikTok clock is ticking...get your section 8 asses out of town now bitches [explosion emoji] and don't let the door hit you in your fat ass mouths!!"

Screenshot 123 This screenshot is from an unknown page.

Tyler-Gentry clicks on the profile name of Cnc Schwartz and is redirected to Schwartz's personal Facebook page. Schwartz has been a member of the **Unofficial PHOA Water Cooler** since October 14, 2020. Schwartz is also a member of the **Providence HOA Fact Sheet**.

03:35:37

Post by Cnc Schwartz to the Unofficial PHOA Water Cooler dated June 16, 2022. The post is about people "all up in arms about section 8]. Schwartz says the rule is not about Section 8; that the rules are about investors taking over the neighborhood. Schwartz says that even if there are no Section 8 rules, Section 8 will be affected by the investor rules. Schwartz says that "the one house per investor rule is going to remove at least 70% of the current investor occupancy". Schwartz reiterates that the rule is not about Section 8, but rather the problem is too many investors. Schwartz says the HOA is doing its job and that they are "protecting the investments of the individual homeowners". The post has 129 comments and 118 reactions [thumb up and heart]

03:35:53

Tyler-Gentry clicks on the reaction icons. 89 individuals have thumbs up and 29 have a heart. Jennifer Lutz Pulver loved [heart] the post. Rob Vaugh liked [thumb up] the post. Tammi Hastings Hardin liked [thumb up] the post. Brittany Clarke liked [thumb up] the post.

03:39:30

Comment by Deana Huffman Kittle. Kittle says that owners with more than one (1) property do not have to sell their properties. Kittle attaches a screenshot image. The screenshot says that "Any current owner renting out homes over the 1 home limit, that are not publicly financed or a subsidized housing program such as Section 8, may continue to rent their homes provided each home is registered and the registration fee is paid" The screenshot shows the message is from Cody Watson.

03:41:11

Comment by Chantelle Showalter. Showalter says that the way the new rule is written does not allow those currently on Section 8 to finish their leases. Showalter says that it was mentioned numerous times before the vote that they were going to allow them to finish the lease term. Showalter says that the new rule puts the burden on the property owner to "kick them [Section 8] out 90 days after" the rule becomes effective. Showalter says the HOA has "placed an excess burden on the property owners and pushes their hand into wanting to get rid of their S8 quicker". Showalter continues and says that their "long-term renters are moving and we're going to miss how easygoing they were and how they were involved in the community".

03:41:53

Comment by Chantelle Showalter in response to Amy Triggs. Showalter says no one from the Board or the HOA said that the property owners were going to be fined beginning 90 days after the rule went into effect.

03:42:19

Comment by Amy Foerster in response to Chantelle Showalter. Foerster says that there have been two (2) "drive bys and many other crimes tied back to section 8 addresses".

02:12:16
Post made by David Stuntz dated June 14, 2022. Stuntz writes, ". . .say a family is renting from a property management company and has been for years. They are not section 8 but the property management company owns more than 5 houses in the neighborhood. What is going to happen to them? Are they going to be asked to leave in 30 days or be allowed to finish out their lease?"
02:12:55
Response from Stephen Benton. Benton writes, "They would not be affected.". The comment has a thumbs-up emoji (Brandi Corona and Tracie Taylor Wiggins)
02:13:11
Comment from Deana Huffman Kittle dated June 15, 2022. Kittle's post contains an embedded image.
02:13:17
Wilhite clicks on embedded and the pop-up window shows a message from Cody Watson. Attached to Watson's message is a pdf file, Tenant Application-6.6.22. Watson writes, "No, you don't have to sell your homes. Any current owner renting out homes over the 1 home limit, that are not publicly financed or a subsidized housing program such as Section 8, may continue to rent their homes provided each home is registered and the registration fee is paid. Additionally, no additional homes may be purchased by this owner."
02:14:38
Post by Stephen Benton dated May 7, 2022. Benton says he is at the pool "if anyone would like to vote on the amendment" and that he cannot be missed.
02:15:06
Comment from Tess Miracle directed to Stephen Benton. Miracle says she recently purchased a house in the neighborhood and is asking for information on how to vote on the Amendment
02:15:06
Rhonda Bradford responds and says to contact the HOA office at 940-440-2200
02:16:32
Post made by Stephen Benton dated April 15, 2022. Benton says he is available today "if anyone would like to vote on the HOA amendment for restrictions on investor homes in PV." Benton adds that he can deliver a ballot or answer questions. The comment has a thumbs-up emoji (Wendy Coulson Crow, Mike Linz, Todd Johnson, Meagan Gilbert, and Brittany Clarke) and a heart emoji (Tirzah Ortiz-Rishel)
02:16:41
Comment from Brittany Clarke. Clarke says, "Yes!! We need those votes!"
02:16:41
Comment from Tirzah Ortiz-Rishel. Ortiz-Rishel writes, "VOTE YES!!! I love my village!! And want my kids to love it too!!"
02:16:44
Comment from Hector Marti. Marti writes, "Pm sent"

The board's decision to implement rental restrictions was simply an effort to combat the unprecedented uptick in egregious crimes in our community committed by Section 8 tenants, and after numerous reports to the U.S. Department of Housing and Urban Development (HUD) went unresolved. Existing homeowners are also rightfully concerned about their ability to continue to afford the property taxes for their homes in this community as a result of Section 8 housing being steeply overvalued by investors in order to turn sharp and rapid profits. We are a community and board made up of diverse individuals, who welcome residents of all backgrounds and ethnicities and our safety measures would never be racially motivated.

We will continue to fight for you all every day because every resident deserves security and comfort in their home and community.

[TAB B53.5] Nature of Document: 14DEC23 Melo Email re Tenants
Who Provided: Melo
How Transmitted to HUD: EMAIL
Date of Document: December 14, 2023
Date Obtained: December 14, 2023

On December 14, 2023, the Melos provided HUD with copies of the leases for the tenants to show lawn care expenses and that they were still required to sign an addendum stating their rent house may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing.

DOCUMENTS: RESPONDENT [TAB C]

[TAB C1] Nature of Document: Email with RP Rep Englert re Introduction
Who Provided: Englert
How Transmitted to HUD: EMAIL
Date of Document: July 15, 2022
Date Obtained: July 15, 2022

On July 15, 2022, EOS Barnes emailed Laura Englert, Representative for the respondent, acknowledging that she was requesting an extension to provide an answer to the complaint. Barnes asked if she would be proving an answer to each individual case, or if the answer would be for all of the cases.

On July 18, 2022, Englert responded an informed Barnes they would attempt to have a response by July 27th and requested a meeting to discuss the case. Barnes responded that same day and informed Englert that they would discuss with the other investigator, EOS Cortez, a day and time to set up a meeting.

EOS Cortez responded to the email thread and informed Englert that a meeting could be scheduled for July 19th at 2:00 PM. Cortez also attached a conciliation fact sheet for Englert's

Hey, I need to push this conversation until tomorrow, please. I am open any time past 10 am. Please let me know you r availability.

Tuesday, June 14, 2022, 11:42 AM
Daniel P. dan.puffer@gmail.com sent an email to Cody Watson cody.watson@fsresidential.com
The following is the relevant part(s):

We'd previously discussed Wednesday @ 2pm. Does that still work?

Tuesday, June 14, 2022, 11:43 AM
Cody Watson cody.watson@fsresidential.com wrote the following:

Oh lol. My days are so off. Yes tomorrow at 2pm is fine.

Tuesday, June 14, 2022, 11:45 AM
Daniel P. dan.puffer@gmail.com wrote the following:

No worries! Talk to you then.

Wednesday, June 15, 2022, 1:39 PM
Daniel P. dan.puffer@gmail.com sent an email to Cody Watson cody.watson@fsresidential.com
The following is the relevant part(s):

My apologies for the late notice, but I won't be able to make it out today as I've had some work priorities come up.
Wednesday, June 15, 2022, 1:40 PM
Cody Watson cody.watson@fsresidential.com wrote the following:

Ok, thanks for letting me know.

Tuesday, June 21, 2022, 1:09 PM:
Daniel P. dan.puffer@gmail.com sent an email to Cody Watson cody.watson@fsresidential.com

The following are the relevant part(s):
I wanted to bring it to your attention that Jennifer Pulver was responsible for taking pictures of my family at the park and providing it to the neighborhood hate group online. These actions led directly to us being targeted and harassed. It's come to our attention she's also on the landscaping committee for the HOA.

I'd like to formally request that she be removed from this committee, as it's entirely inappropriate for someone who is monitoring neighbors for political purposes and contributing to online harassment to have a respected community position where she would also be observing our home and judging our hard work ....

Tuesday, June 21, 2022, 1:33 PM:
Cody Watson cody.watson@fsresidential.com wrote the following
I have forwarded your request to the Board of Directors and will let you know of their response

when I get it.

Sunday, August 28, 2022, 5:01 PM
Daniel P. dan.puffer@gmail.com sent an email to Cody Watson cody.watson@fsresidential.com.

The following is the relevant part(s):

It's come to my attention this person is still on the HOA committee. Did the board ever respond to this?

Per the notification on the stay order, it is my understanding that the HOA now takes all threats and harassment seriously. Yet they are still allowing someone who has actively harassed us and other owners simply for our support of section 8 in PV to be in a position of leadership.

Tuesday August 30, 2022 at 10:33 AM:
Cody Watson cody.watson@fsresidential.com wrote the following:

> Good morning,
> I apologize for the delay in getting back to you. I was out on vacation all of last week.

Can you please provide the board (through me or directly at bod@providencehoa.com) the harassment evidence so that they may see if first hand?

Tuesday, August 30, 2022 at 10:51 AM:
Daniel P. dan.puffer@gmail.com wrote,

Good morning Cody, Yes, I'll compile the information and send it to you. Thanks.

Tuesday, August 30, 2022, 11:40 AM:
Daniel P dan.puffer@gmail.com sent an email to Cody Watson cody.watson@fsresidential.com; bod@providencehoa.com; and, Heather D Puffer heatherdpuffer@gmail.com

The following are the relevant part(s):
Per my conversation with Cody below and attached evidence, I'm formally reporting Jennifer Pulver as well as Jeff Pettitt (a renter) for harassment of my family and friends here in Providence Village, both in person and online, and requesting that Jennifer be removed from any HOA committee assignments. Jennifer Pulver took part in an effort coordinated by Jeff Pettit and others on June 8, 2022, to track, photograph, and post images of a group of us, which included 2 young children and my 4-month old child, in online hate groups targeting home-owners simply for objecting to the new rental rules and restrictions passed on June 6, 2022."

Attached image marked 'P1' shows a post on the bigoted Facebook group, 'TMZ Live of Providence Village' where Jennifer Pulver is congratulated by Jeff Pettit for A) Finding my family and others gathering in public at the big lake; B) Photographing us; and C) Sharing these images with "Skeeter" aka Jeff Pettit as fuel for their online harassment, intimidation, and

interference of myself and others. Attached image marked 'P2' shows the post by Jeff Pettit alerting residents of a meeting I organized to discuss the rules and restrictions with other residents who had various concerns about what was going to happen here in PV after the rules were passed.

Wednesday, August 31, 2022, 9:13 AM:
Cody Watson wrote to Daniel P. stating: "Thank you for the information. The board has received it and will be reviewing in due time."

Wednesday, August 31, 2022, 9:43 AM:
Daniel P. dan.puffer@gmail.com sent an email to Cody Watson cody.watson@fsresidential.com and copied bod@providencehoa.com; Heather D Puffer heatherdpuffer@gmail.com

The following is the relevant part(s):

Given the instances of harassment by members of the community against homeowners is ongoing even as of yesterday/last night, I'd like to stress to the board that "due time" would be immediate. If this behavior is allowed to continue, I'll interpret that as tacit approval of these kinds of tactics within our community. This has gone on for far too long, I have witnessed board members on the same Facebook pages saying nothing to speak out against the hate, and without taking action now the board is being complicit.

We're talking about people feeling unsafe to go out of their own homes, fear that we can't go to the park or visit community webpages without being stalked and harassed, fear of exercising our right to simply organize and gather in public to discuss issues affecting our community and our households. At this juncture, I'm even wary that this email itself will be shared with hate groups in our community who will use it as ammunition against myself and my family. I pray the board members who have a conscience will hear this and take swift action against it and act to support homeowners.

[TAB C6.35] Nature of Document: Fully Executed HUD Stay Agreement
Who Provided: David Talbot
How Transmitted to HUD: Email
Date of Document: August 05, 2022
Date Obtained: October 05, 2022

This document is an Agreement Between the U.S. Department of Housing and Urban Development and Respondents Providence Homeowners Association, Inc. & FirstService Residential Texas, Inc – Stipulated Stay of Providence Rental and Leasing Rules Amendments.

The document was executed on August 5, 2002, and signed by Christina Lewis, FHEO Region VI Director Fort Worth Regional Office, Jennifer Dautrich, President, Providence Homeowners Association; and, Katie Ward, President Texas Region FirstService Residential.

Pages 121-122 were redacted.

Page 125 contained the privilege log.

[TAB C12] Nature of Document: response re Stay Agreement Compliance
Who Provided: Talbot
How Transmitted to HUD: EMAIL
Date of Document: April 13, 2023
Date Obtained: April 13, 2023

On March 15, 2023, HUD emailed RP counsel after learning that there may be a violation of the Stay Agreement.

Relevant Parts:
HUD wrote:
"HUD has received numerous reports alleging that Respondents are not complying with the Stay Agreement (see Attachment A), which they executed on August 5, 2022.

"Accordingly, we are writing to remind Respondents of their obligations under that Agreement.

"Among other things, HUD believes that Respondents may have:

1. Threatened continued enforcement of the "Section 8 Housing Restriction," by requiring homeowners and tenants to complete and sign a Tenant Registration Packet that states, inter alia, that tenants receiving public assistance are not permitted in the HOA (violation of Agreement Provision 2);
2. Levied fines against homeowners for violations of the Rental and Leasing Rules (violation of Agreement Provision 5); and
3. Failed to comply with the Agreement's full notice posting requirements, e.g., by not publishing the Stay Notice on Respondent HOA's website and other channels (violation of Stay Agreement Provision 10).

Before HUD considers available enforcement remedies, we would like to provide Respondents an opportunity to remedy this issue voluntarily.
Specifically, HUD demands Respondents immediately take the following steps to come into compliance:
1. Revise all policies, procedures, and forms, including on all websites, rental registration packets, and lease addenda, to make it clear that the Stay Agreement is in effect, and the Section 8 Housing Restriction and other stayed provisions, do not apply to the term of the Stay Agreement. This step includes, but is not limited to:

a. Revising the Tenant Registration Packet as shown in the attached version.

[TAB C18] Nature of Document: 07AUG23 Watson Deposition
Who Provided: Anderson Reporting
How Transmitted to HUD: EMAIL
Date of Document: August 07, 2023
Date Obtained: August 07, 2023

Deposition of Cody Watson
Summary
August 7, 2023

CODY WATSON, a witness, called for examination by counsel for Complainants in the case of D.J., et al. v. Providence Homeowners Association, Inc., et al., pursuant to notice and agreement of counsel. The deposition began at approximately 9:03 a.m., via Zoom teleconference, before Mark Mahoney of Anderson Court Reporting, who participated remotely from Alexandria, Virginia.

Present during the deposition:

On behalf of the Complainants: Julia Dykstra, Esquire; Alyssa Wheaton-Rodriguez, Esquire; Kimberly Quirk, Esquire; and David Berman, Esquire

On behalf of the Respondents: David Talbot, Esquire

Page: 2 (5-8) & Page: 3 (9-12)

Introduction and Explanation of Deposition

Page: 4 (13-16)
From 2021 to the present, Cody Watson's employer has been FirstService Residential. During this time Mr. Watson has held two positions: 1) General Manager for Providence Homeowners Association and 2) Business Development Director. Mr. Watson was a General Manager from 2009 to December 31, 2022. In this position, Mr. Watson conducted the day-to-day operations of the Association. This included overseeing the staff, collecting dues, conducting property inspections, maintaining the common areas, working at the request of the Board, etc.

Concerning the work performed at the request of the Board, this included duties such as planning a party, hosting a meeting, preparing meetings, collecting dues, and paying the bills.

While Mr. Watson was the General Manager, he reported to several regional directors: Jeffrey Landesberg, Pete Willding, Ms. Terry Bauscher, and an unnamed female who held the position for about a month or two.

Page: 5 (17-20)
When asked what types of things he talked to his Regional Directors about, Mr. Watson said he

admin staff, such as a leasing coordinator to manage the large number of rental properties. The Board's intention was to hire someone when Mr. Watson vacated his position. Mr. Watson said the Board knew that their current budget could not afford to do this so there were discussions about how to pay for all of it.

Following up on the June 1st in-person meeting, Mr. Watson was asked if there were police present at this meeting. Mr. Watson said the police were present because of "the rhetoric in the neighborhood from what the board was hearing on social media . . ." Mr. Watson said private security was also present at this meeting. At the request of the Board, Mr. Watson also contacted the police department, specifically the Town Manager. Per Mr. Watson, the Town Manager made the request to the police department which was approved quickly.

Mr. Watson was asked if FirstService has any social media accounts. Mr. Watson was aware of a LinkedIn account and did not know if they had a Facebook account. Mr. Watson was involved with FirstService's social media accounts.
When asked if he personally had any social media accounts, Mr. Watson said he had a LinkedIn, Twitter, and a Facebook account. Concerning his personal Facebook account, Mr. Watson added that he has not been on this account "in a decade".

When asked if he was aware of any groups or discussion boards on social media that discussed Providence Village, Mr. Watson said, "Yes"; however, he was not involved in any of these either personally or professionally.

Page: 42 (165-168)
Mr. Watson named Providence Village Water Cooler when asked if he knew the names of any of the social media groups or discussion boards that discussed Providence Village. Mr. Watson did not know of any others. When asked if he knew which Board members were involved with these groups, Mr. Watson said he knew of some, such as Roland Clark, Jennifer Dautrich, [Don] Fisher, and Joyce Vann. From what Mr. Watson understood, this site was just "a neighborhood complaint site".

When asked if he was aware if Section 8 was discussed on these sites, Mr. Watson said he does not have any knowledge of this other than the people mentioned telling him this was being discussed. Mr. Watson did not recall what they told him about the Section 8 comments or what they were about. Mr. Watson said he shared what was told to him with his wife. Mr. Watson did not have any discussions with management at FirstService about the discussions on social media.

Mr. Watson was made aware of harassing comments on social media from Don Fisher, Roland Clark, and Jennifer Dautrich and added that he did not recall the exact context of these comments. Mr. Watson was aware that some people were "trolling and whatever they do on there." Mr. Watson did not recall if he told anyone at FirstService about this.

Mr. Watson was asked if he remembered any homeowners notifying him about offensive comments and harassment. Mr. Watson said, "No". Mr. Watson was not aware of any Bylaws or

FirstService policy that would make harassment or social media bullying a violation. When asked if the incidences of harassment were tracked in any way, Mr. Watson said, “Not by me”.

Mr. Watson was asked if he took any action about Daniel Puffer’s June 9th email which was sent to Mr. Watson. In this email, Mr. Puffer expressed concerns about he and his family being harassed. Mr. Watson said he did not take any action.

Page: 43 (169-172)
Mr. Watson was not aware of any provisions in the Bylaws addressing conduct between residents.

Following up on the question about Mr. Puffer, Mr. Watson said he invited Mr. Puffer to his office numerous times to meet with him. Mr. Puffer scheduled a meeting with him and Mr. Puffer “never attended”.

In his role, Mr. Watson said he has dealt with issues between residents, such as dogs barking, “cars parked in their driveway. Cars parked in front of their house. Blocking their mailbox. Not mowing their yard. Trespassing. You name it.”

Concerning his response to Mr. Puffer’s complaint versus his responses to issues between residents as described above, Mr. Watson said these did not differ and added that he invited Mr. Puffer to a meeting to discuss his concerns. Mr. Watson said his advice would be the same as what he wrote in the email. Mr. Watson said he did not regulate social media and the water cooler website was “not HOA sanctioned, approved.” This site was not something that they monitored or that he monitored.

Concerning the process on how he would respond to a dog barking complaint, Mr. Watson said he “would send a friendly reminder to the neighbor in question and then I would refer the homeowner to the code enforcement office for the town for a noise ordinance violation to see if they wanted to get involved.” Mr. Watson never notified a homeowner that a neighbor complained about them. Mr. Watson would just send a letter in general.

Page: 44 (173-176)
Mr. Watson said the meeting with Mr. Puffer was rescheduled at least once and it never happened. Concerning the June 21st email from Mr. Puffer to Mr. Watson, Mr. Puffer told Mr. Watson that Jennifer Pulver was taking photos of Mr. Puffer and his family and adding these photos to a “hate group online”. When asked who Jennifer Pulver is, Mr. Watson said Ms. Pulver is a homeowner. Mr. Watson did not recall if Ms. Pulver served on a committee and added that Ms. Pulver has volunteered for events. When asked if Ms. Pulver was on the landscape committee, Mr. Watson did not want to speculate and added that Ms. Pulver was on a committee though he could not recall which one. Mr. Watson said Ms. Pulver has never been removed from any committee. Mr. Watson did not know which online hate group Mr. Puffer was referring to in his June 21st email. When asked if he took any action to address Mr. Puffer’s June 21st email, Mr. Watson said the Board, meaning Jennifer Dautrich, brought it to his attention and they

"talked it out" so there was nothing for him to do. When asked if Ms. Dautrich talked it out with Mr. Puffer, Mr. Watson said he did not know and added that "the board talked about it and told me they weren't going to do anything". To his knowledge nothing was done by the Board about Mr. Puffer's concerns.

Concerning Mr. Watson's email request to Mr. Puffer to provide evidence of the harassment, Mr. Watson was asked if this was the typical procedure that he followed when allegations like this came up. Mr. Watson said, "Yes. You want to know what's going on, so sure." When asked if there was an outline or a general process for handling these types of situations, Mr. Watson said, "No, I was just using my intuition, I guess."

Concerning the evidence provided by Mr. Puffer indicating that Ms. Pulver was harassing Mr. Puffer and his family, Mr. Watson was asked if he or the Board took any action on this. Mr. Watson said he provided Mr. Puffer's evidence to the Board and the Board decided not to do anything.

In a situation where a homeowner complains of kids fighting, Mr. Watson would handle this situation by trying to catch the kids in the act and if he could witness it then he would call the police to handle it. In a situation where the neighbors are fighting with one another, Mr. Watson said he would not get involved if it was not on common property.

Mr. Watson was asked if he was familiar with the Facebook group known as TMZ Live of Providence Village. Mr. Watson said he was familiar with this group.

Page: 45 (177-180)
Mr. Watson remembered that an old council member named Andy started the TMZ Live of Providence Village group. Mr. Watson did not know why it was started. When asked if he knew what type of conversations generally happened on this page, Mr. Watson said he was told that it was like the water cooler page.

Following the evidence that was submitted to him from Mr. Puffer showing the harassment by Ms. Pulver, Mr. Watson was asked if he still had this email. Mr. Waston said he might have deleted it and added that he guessed it was still there. To his understanding the Board discussed Mr. Puffer's concerns and "found it invalid and chose not to discipline Jennifer Pulver".

Mr. Watson did not know if the water cooler page was a private or public page.

Previously Mr. Watson mentioned that the Providence Village Fact Page appeared to be the official page. When asked who administered this page, Mr. Watson said, "Any current board member has access to post . . ." Mr. Watson said Shane Burrow posted the E! News information. When asked if residents can make comments on posts made to this page, Mr. Watson said, "No" and added the Board approved this page with the intention of strictly dissemination information and for the comments to be turned off. In certain cases, Mr. Watson said the comments were not turned off, such as the 4th of July where people commented about how great the fireworks and

food trucks were.

Mr. Watson is not aware of a time when people were allowed to comment on the rental and leasing rules on the Providence Village Fact Page. Mr. Watson did not see any comments about people's protected traits, about Section 8 tenants, or about harassment on this page.

When asked if the Providence HOA had an anti-discriminatory policy, Mr. Watson did not know. When asked if FirstService had an anti-discriminatory policy, Mr. Watson believed they did and did not know it this policy was publicly available. Mr. Watson said a service provided them with anti-discrimination training.

Page: 46 (181-184)
Mr. Watson believed they attended one training course and believed this training was required quarterly. Mr. Watson did not remember what was covered in this training other than "Just don't discriminate".

When asked if he knew if FirstService carries additional insurance outside of what Providence Homeowners Association has, Mr. Watson said, "Yes". Mr. Watson was requested to provide through his counsel the contact and policy information for FirstService's insurance policy.

Mr. Watson did not know the relationship between the Savannah HOA and the Providence HOA. Mr. Watson has never worked for the Savannah HOA

Concerning the temperature or climate of the neighborhood after the stabbing occurred in the neighborhood, Mr. Watson described this as "Shock. Fear from some parents".

Mr. Watson is not aware of any complaints of discrimination or harassment made by homeowners or tenants. Mr. Watson has not seen any racial or discriminatory behavior in the neighborhood. Mr. Watson has not seen any racial or discriminatory behavior online or on social media.

Mr. Watson did not know if the Board was ever made aware of discrimination or harassment concerns from HOA members.

Concerning the fines associated with the rental and leasing rules, Mr. Watson was asked if he was aware of any fines that were issued for any violations of the rules. Mr. Watson said, "Yes" and added that the policy indicated a $300 fine. Mr. Watson did not recall approximately how many fines were levied for violations of the rental and leasing rules. Mr. Watson said he has documentation of these fines. When asked if there was one rule that elicited the most fines, Mr. Watson said it was the failure to register withing the grace period.

When asked if he recalled whether Jennifer Dautrich was on the Facebook page post involving the harassment of Mr. Puffer, Mr. Watson said, "I have no idea".

marked as duplicates. 448-637 were votes in support of the amendment. None were marked as duplicates.

Page 598: "Count" is written on top.
Page 599: "Changed Vote" is written on top
Page 602: "Count" is written on top.
Page 603: "Count" is written on top.

[TAB C25] Nature of Document: 23OCT23 HUD Email requesting interviews
Who Provided: HUD
How Transmitted to HUD: EMAIL
Date of Document: October 23, 2023
Date Obtained: October 23, 2023

On October 23, 2023, EOS Cortez emailed RP rep. Talbot the following:
"Concerning the interviews with Stephen Benton, Melanie Ecker, Alexander Politz, and Rob Vaughn, FHEO is available to conduct these interviews via Microsoft Teams, which has a call-in option, the week of November 6-9, 2023.

Please advise if these dates are still open and the best date and time for each listed individual."

Talbot responded:
"I will check with my clients. These dates were offered in August, so they may no longer be available. If they are not, I will provide new proposed dates."

Talbot did not follow up or propose new dates.

[TAB C26] Nature of Document: 01SEP21 FirstService Management Agreement
Who Provided: McCleary
How Transmitted to HUD: EMAIL
Date of Document: September 01, 2021
Date Obtained: November 11, 2023

Respondent, FirstService Texas Inc., provided HUD with the management agreement between them and Providence HOA.

Relevant parts:
"2.4.1 Association Funds. Agent shall take receipt of payments resulting from Assessments and other payments to the Association. All payments received on behalf of the Association, from whatever source, shall be deposited in a financial institution or institutions whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Deposits shall be made to the appropriate account, as described in this Section 2.4, which accounts shall be in the name of the Association. Association funds shall not be commingled with funds of any other party. For any account established by Agent, the account shall identify the Agent as agent or custodian of said

account with signatory authority. as may be designated by Board resolution, and Agent shall have no liability or responsibility for the rate of interest earned. if any, on such funds. For any account. Agent shall be under no liability or responsibility for any loss resulting from the insolvency of such depository."

"2.5.4 Meetings. Agent will prepare and deliver notices and information for meetings of the Board and annual and special meetings of the Owners at the direction of the Board and in accordance with the Governing Documents of the Association and state law. The Board shall be responsible for taking minutes of any meeting unless the Board requests that Agent perform such duty on behalf of the Board in advance of the meeting. Agent will conduct one annual meeting of the Owners and will attend Board meetings for up to two (2) hours per meeting, at no additional charge. Attendance at annual Owner meetings and Board meetings shall be limited to normal business hours or Monday through Thursday evenings. Attendance required at such meetings which exceeds the parameters of this Section 2.5.4 may be accommodated by Agent for an additional charge as may be stipulated in Exhibit A to this Agreement. Agent shall be responsible for preparing and presenting reports regarding operations of the Association as the Board may reasonably request in advance of meetings."

"2.5.5 Governing Documents Enforcement. Agent shall identify violations of the Governing Documents and assist the Board in implementing enforcement programs. Agent shall inspect the community subject to the Governing Documents on a monthly basis and issue corrective notices, as appropriate. Agent shall assist the Board or the Architectural Control Committee in processing requests for approvals from Owners for modifications or construction, including plans and specifications, and requests for variances from the Governing Documents. This Agreement shall not require and does not contemplate Agent maintaining leases in place on homeowner owned properties. enforcing leasing requirements, conducting background checks for tenants, or monitoring leasing caps for or on behalf of the Association. Should these services be required, Agent may enter into agreement with the Association to provide such services in the form of an Addendum to this Agreement."

"2.5.6 Notices and Publications. Agent shall assist the Association in notifying Owners of all policies. rules, and regulations adopted by the Board during the term of this Agreement and enforceable against Owners in accordance with the Governing Documents. Such notices shall contain and shall be delivered in accordance with the Governing Documents. With respect to facilitating communications between and among Owners and the Board, the Agent will at an additional cost as described in Exhibit A."

"5.1. INDEMNIFICATION. The Agent shall indemnify, defend and hold harmless the Association. and its affiliates. partners, shareholders, members, managers. directors. officers. employees and agents from and against all suits. proceedings, claims. damages, liabilities. costs and expenses of any kind suffered or incurred by the Association. including reasonable attorneys' fees and other defense costs, arising out of or in any way attributable to a breach of this Agreement by the Agent or the gross negligence, willful misconduct or fraud of the Agent."

through these challenges and continue to support Providence in the beautifully way we always have."

[Page 78] On June 3, 2022, Watson wrote to Hale, asking what websites used to for Section 8 rental properties.

Hale responded:

AffordableHousing.com

Zillow.com May have rentals and then you can go from there

In a nutshell this part is hard to facilitate because we do not have access to MLS reports and we do not act as a leasing center. So it is difficult to catch them all until after they are in the process and near move in.

[Page 79] On December 6, 2022, Watson sent Garcia an email.

It read:
"This has been identified as a rental property. Please add it to the list and start the violation process"
In a separate email sent that same day Watson wrote to Garcia,
"This is on the section 9 [sic] rental site fyi. I think it might be good to set a weekly reminder to check this site for any new properties listed. I don't know if there are tenants moved in yet fyi. You know the play from here.

[Page 80] This appears to be a screenshot of identified rental properties.

[Pages 81-82] On August 17, 2022, Watson wrote to Dautrich asking for confirmation about the agenda. Agenda was attached. Rental and Leasing rules were on the agenda.

[Pages 83-84] On February 9, 2022, Watson emailed the Board the following:
"In preparation for the Q&A, I have started the attached document. I know the plan is record a reading of this information. However, I do believe that we should send out another mailing for our many owners who are not active on social media or email. There are many of them. This document will keep getting updates as we keep getting questions this week Feel free to send edits Just wanted to get ahead with the questions we already have during this crazy busy week.

Attached was a draft of the February 15, 2022, eNews bulletin with the Question and Answers regarding the leasing restrictions. **[SEE TAB C6.24]**

[Page 85] On February 1, 2022, Watson emailed the Board the following:
"The mailing and online voting have been completed. The mailing will go out on Thursday. However due to the inclement weather receiving it will most likely be delayed to early next week. The online voting portion will begin on Monday February 7. I will provide daily updates in the weekly task report so we can stay on top of the voting numbers. Additionally on Monday I

He included the email response from Watson to Prem dated June 7, 2022, Watson wrote:
"Per the new Rental and Leasing rules publicly financed or subsidized housing programs such as Section 8 are not allowed. Per the new policy a fine of $300 per week will be assessed until the home is no longer a part of any publicly financed or subsidized housing program Each owner will receive a notice in the mail prior to fines being levied."

In response, Prem replied to Watson:
"That's for the response. One thing is NOT making logical sense. How can grandfathered existing leases be subject to this section 8 restriction and penalty of $300 week. The rule just came in effect or yet to be enacted. The leases predate the new rule. Does that mean that landlords must terminate the existing lease with tenant. That's not even possible. This doesn't seem to be logical at all."

[Page 276] On June 7, 2022, Cathy Brown emailed Watson:
"This could be our first Sec 8 opportunity. Tenant who had Sec 8 voucher just moved out House is vacant. Owner information on DCAD shows a California business address. May be part of a real estate portfolio. House exterior needs work and yard is a mess.
Watson replied. "Noted."

[Page 282] On June 8, 2022, "Lee" wrote to Watson and asked if existing leases would be grandfathered in until they expire. Watson replied:
"Nothing is "grandfathered" in. What kind lease are you referring to?"

[Page 290] On June 10, Christian Dominguez asked Watson about the possibility of making the HOA a gated community. Watson replied the same day and stated it had been considered in the past but they could not do it because the roads were public.

[Page 293] On June 11, 2022, Thong Tran emailed Watson:
"I was checking to see if you are already a renter has the rules been set for ppl who live in the property already grandfathered in? Are do we have to move immediately?"

Watson replied on June 13, 2022:
"No rules are grandfathered in. Once the amendment is filed in the next week or so the HOA will then begin to send violations for section 8 homes. Once those final notices expire after 30 days the owner will be fined $300/week until compliance."

[Page 294] On June 14, 2022, Jeanine Tang wrote to Watson: I have 5 rental homes in Providence village and none has Section 8 (never have and never will). I bought these homes in 2015. Does the new restriction mean I am in violation and should sell 4 of the 5 houses in order to comply with the new rule? When rules such as these are adopted, I am surprised to see no grandfather exemption for current owners.

Watson responded that she would not have to sell, but she could not purchase any more and would have to register them, and register them again whenever there was a new tenant.

[Page 299] On June 13, 2022, Jennifer Bedford wrote to Watson:
"I was trying to find the e-mail addresses for the Board members but I could not locate them on the PV HOA website. I am hoping you can advise on this issue or forward this e-mail onto the Board. Last week there was a group of residents who met at the Big Lake to discuss P&Z and the rental restrictions.

I have heard several statements in the past couple of days that Don Fisher was present at the meeting and was discussing how to undo the Rental Restrictions that we just voted for.

I am concerned that Don Fisher the former HOA President of 14 years is sharing privileged information, information from Executive Sessions and or other information that otherwise should not be shared. I would like to request that the Providence Village HOA through our attorney s send a Cease Desist to Don Fisher."

Watson replied that same day and stated he would make the Board aware of her concerns.

[Page 300] On June 13, 2022, Valarie Hooper wrote to Watson:
"I moved in Providence Village here from Wisconsin. I now here that there will be No Section 8. Yes, I have a Section 8 voucher. I last heard those with a lease already would be Grandfather in. Am I going to be force to move?"

Watson replied:
"The HOA is not forcing anyone to move The board of directors passed rules that do not allow section 8. Once those rules are filed likely this week owners of Section 8 properties will begin to receive violations. After 30 days there are fines that will be imposed."

[Page 305] On June 14, 2022, Ben Fang wrote to Watson:
"Can I get some guidance on what the new rental rules means for me. I have two rental properties purchased years ago and both have tenants none section 8. Am I required to sell one of them?"

Watson replied:
"No you do not have to sell your homes. Any current owner renting out homes over the 1 home limit that are not publicly financed or a subsidized housing program such as Section 8 may continue to rent their homes provided each home is registered and the registration fee is paid Additionally no additional homes may be purchased by this owner."

[Pages 319-320] On June 15, 2022, Nick Casucci wrote to Watson:
"I am a new home owner in the neighborhood and as many others in the community with the current changes to the HOA. I am concerned about the wellbeing of our neighbors.

[TAB D22] Nature of Document: Compilation of PHOA HCV Demographics
Who Provided: Sievers
How Transmitted to HUD: Work Product
Date of Document: July 27, 2022
Date Obtained: July 27, 2022

EOS Sievers provided a compilation of the demographics provided by McKinney HA, Denton HA, and Dallas HA, of their HCV recipients in Providence Village.

	McKinney	Denton	Dallas	TOTAL
# HCV families in PV	8	81	76	165
Race - African American	7	74	72	153
%	0.875	0.9136	0.9474	0.9273
Race - non-Hispanic White	1	7	2	10
%	0.125	0.0864	0.0263	0.0606
Race -Multiple	0	0	2	2
%			0.0263	0.0121
Ethnicity -Hispanic	0	3	2	5
%		0.037	0.0263	0.0303
# Households w/Dependents	7	69	74	150
%	0.875	0.8519	0.9737	0.9091
Total #	38	349	385	772
# families w/ disabled	4	38	26	68
%	0.5	0.4691	0.3421	0.4121

The original data provided by the Housing Authorities was included.

Time 2022-06-15 23:35:04 UTC
Text Good evening fellow residents of PV. It appears an update regarding the new amendment is being sent out from our PHOA. I received this and wanted to share. Please don't shoot the messenger, I'm hoping this helps to clear up the confusion I've seen on many of the different Facebook groups. Have a wonderful evening.
Attachments (10159736962775865)

[TAB D75] Nature of document: Article about Providence Village posted to Reddit
Who Provided: Julia Dykstra
How Transmitted to HUD: Internet Search
Date of document: June 14, 2022
Date Obtained: September 13, 2024

On September 13, 2024, Julia Dykstra [HUD] conducted an internet search that resulted in a post on Reddit at the following link: https://www.reddit.com/r/Denton/comments/vc51hx/section_8_landlords_in_providence_village_to_be/?rdt=37666.

The post links an article from the Denton Record Chronical called "Section 8 landlords in Providence Village to be fined $300 weekly until tenants ousted, HOA says". There are multiple comments on the post, including one from a user with the username "The Impressario" who says "I've lived here for thirteen years. I will agree with many residents that there have been problems in the neighborhood. These problems are symptoms of something, and some of them are quite serious. However, I doubt very much that this is a meaningful, or morally defensible solution. I voted 'No' for allowing the HOA to adopt such rules, mainly because I think the motive is mostly racism. Our busybody Facebook groups can verify that. Those loudmouths are not all residents, but they are the ones who got this shit done, and they are truly reprehensible people.

I'm moving away soon, mainly due to opportunity, but I won't lose any sleep over disassociating from those pricks."

C. Interrogatories

D. Factual Observations

Christina Lewis, Director
Fort Worth Regional Office of Fair Housing
and Equal Opportunity, Region VI

January 24, 2025