

STATE OF FLORIDA
COMMISSION ON HUMAN RELATIONS

FLORIDA COMMISSION ON HUMAN
RELATIONS ON BEHALF OF KAREN
DAVIS,

Petitioner,

v.

PAUL TINSLEY,

Respondent.

HUD Case No. 04-11-0464-8

FCHR Case No. 2011H0237

DOAH Case No. 11-3320

FCHR Order No. 12-039

FINAL ORDER AWARDING AFFIRMATIVE RELIEF
RELIEF FROM A DISCRIMINATORY HOUSING PRACTICE

Preliminary Matters

Complainant Karen Davis filed a housing discrimination complaint pursuant to the Fair Housing Act, Sections 760.20 - 760.37, Florida Statutes (2010), alleging that Respondent Paul Tinsley committed discriminatory housing practices on the basis of Complainant's race (African American) by falsely denying the availability of a duplex apartment Complainant inquired about leasing, and by refusing to rent to Complainant.

The allegations set forth in the complaint were investigated, and, on April 11, 2011, the Executive Director issued a determination finding that there was reasonable cause to believe that a discriminatory housing practice had occurred.

Complainant elected to have the Commission resolve the charge in an administrative proceeding pursuant to Section 760.35(3)(a)1, Florida Statutes (2011).

Petitioner filed a Petition for Relief from a Discriminatory Housing Practice and the case was transmitted to the Division of Administrative Hearings for the conduct of a formal proceeding.

An evidentiary hearing was held in Pensacola, Florida, on December 8, 2011, before Administrative Law Judge Robert S. Cohen.

Judge Cohen issued a Recommended Order finding that unlawful discrimination had occurred and recommending relief, dated May 18, 2012.

The Commission panel designated below considered the record of this matter and determined the action to be taken on the Recommended Order.

Findings of Fact

We find the Administrative Law Judge's findings of fact to be supported by competent substantial evidence.

We adopt the Administrative Law Judge's findings of fact.

Conclusions of Law

We find the Administrative Law Judge's application of the law to the facts to result in a correct disposition of the matter.

We adopt the Administrative Law Judge's conclusions of law.

Exceptions

After being granted two extensions of time to file exceptions, Respondent filed exceptions to the Administrative Law Judge's Recommended Order.

With regard to exceptions to Recommended Orders, the Administrative Procedure Act states, "The final order shall include an explicit ruling on each exception, but an agency need not rule on an exception that does not clearly identify the disputed portion of the recommended order by page number or paragraph, that does not identify the legal basis for the exception, or that does not include appropriate and specific citations to the record." Section 120.57(1)(k), Florida Statutes (2012); see, also, Bartolone v. Best Western Hotels, FCHR Order No. 07-045 (August 24, 2007).

A review of Respondent's exceptions document suggests that it does not comply with this statutory provision.

Instead, Respondent's exceptions document sets out what Respondent perceives to be inconsistencies in the testimony presented in the transcript.

It can be said, generally, that Respondent excepts to the Administrative Law Judge's finding that unlawful discrimination occurred in this matter.

The Commission has stated, "It is well settled that it is the Administrative Law Judge's function 'to consider all of the evidence presented and reach ultimate conclusions of fact based on competent substantial evidence by resolving conflicts, judging the credibility of witnesses and drawing permissible inferences therefrom. If the evidence presented supports two inconsistent findings, it is the Administrative Law Judge's role to decide between them.' Beckton v. Department of Children and Family Services, 21 F.A.L.R. 1735, at 1736 (FCHR 1998), citing Maggio v. Martin Marietta Aerospace, 9 F.A.L.R. 2168, at 2171 (FCHR 1986)." Barr v. Columbia Ocala Regional Medical Center, 22 F.A.L.R. 1729, at 1730 (FCHR 1999). Accord, Bowles v. Jackson County Hospital Corporation, FCHR Order No. 05-135 (December 6, 2005), Eaves v. IMT-LB Central Florida Portfolio, LLC, FCHR Order No. 11-029 (March 17, 2011), and Symons v. Grandeville on Saxon, Ltd., et al., FCHR Order No. 12-011 (March 27, 2012).

In addition, it has been stated, "The ultimate question of the existence of discrimination is a question of fact." Florida Department of Community Affairs v. Bryant, 586 So. 2d 1205, at 1209 (Fla. 1st DCA 1991). Accord, Coley v. Bay County Board of County Commissioners, FCHR Order No. 10-027 (March 17, 2010), Eaves, supra, and Symons, supra.

Noting that we have above found the facts as found by the Administrative Law Judge to be supported by competent substantial evidence, Respondent's exceptions are rejected.

Affirmative Relief

Through our adoption of the Administrative Law Judge's findings of fact and conclusions of law, as set out above, we find that unlawful discrimination occurred in this matter in the manner found by the Administrative Law Judge and have adopted the Administrative Law Judge's recommendation for the remedy of the discrimination.

Respondent is hereby ORDERED:

(1) to cease and desist from engaging in the prohibited practice by which it has been found to have unlawfully discriminated against Complainant (Section 760.35(3)(b), Florida Statutes (2012)); and

(2) to pay Complainant \$430.00 as quantifiable damages resulting from the unlawful discrimination that occurred.

The parties have the right to seek judicial review of this Order. The Commission and the appropriate District Court of Appeal must receive notice of appeal within 30 days of the date this Order is filed with the Clerk of the Commission. Explanation of the right to appeal is found in Section 120.68, Florida Statutes, and in the Florida Rules of Appellate Procedure 9.110.

DONE AND ORDERED this 15th day of August, 2012.
FOR THE FLORIDA COMMISSION ON HUMAN RELATIONS:

Commissioner Mario M. Valle, Panel Chairperson;
Commissioner Donna Elam; and
Commissioner Billy Whitefox Stall

Filed this 15th day of August, 2012,
in Tallahassee, Florida.

_____/s/_____
Violet Crawford, Clerk
Commission on Human Relations
2009 Apalachee Parkway, Suite 100
Tallahassee, FL 32301
(850) 488-7082

Copies furnished to:

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Paul Tinsley
3014 Shearwater Drive
Navarre, FL 32566

Robert S. Cohen, Administrative Law Judge, DOAH

I HEREBY CERTIFY that a copy of the foregoing has been mailed to the above listed addressees this 15th day of August, 2012.

By: _____/s/_____
Clerk of the Commission
Florida Commission on Human Relations

CONTENTS

- 1 A. IN ORDER TO SECURE JUSTICE IN THIS CASE YOU MUST LOOK AT THE
TOTAL CIRCUMSTANCES AND THE INDISPUTABLE FACTS
(Number of pages: 1)
- 2 B. PAUL TINSLEY'S STATEMENTS
(Number of pages: 8)
- 3 C. VARIATIONS AND CONTRADICTIONS TO FINDINGS OF FACT
(Number of pages: 11)
- 4 D. RECAPITULATION OF THE TRUE FACTS IN THIS CASE
(Number of pages: 3)

1. - A

IN ORDER TO SECURE JUSTICE IN THIS CASE YOU MUST LOOK AT THE TOTAL CIRCUMSTANCES AND THE INDISPUTABLE FACTS (ONE PAGE)

The defendant, Paul Tinsley, purchases houses for the purpose of renting them out for the income, his life long business. There is no income from any units sitting empty.

Mr. Tinsley must know what he is doing to have survived in this business for over 61 years. Especially at the present time when there is practically no business worse than real estate and where so many people have gone bankrupt.

With all the distortions and complete falsehoods that have been perpetuated by the complainant Ms. Davis and her two witnesses, there is no creditability left in any thing said by either of them.

Every accusation the complainant has made has been disproved, mostly by Ms. Davis and her witnesses themselves.

With all the African American tenants he has what possible reason could he have to discriminate against one. The 2010 Census states there are 8,205 African American residents and 151, 372 others in all of Santa Rosa County which equals 5.4% African American. 25% of his renters in Santa Rosa County are African American. How could he be guilty of discriminating against African Americans?





PAUL TINSLEY'S STATEMENTS

(Number of Pages: 8)

PAGE 154

L. 22-25 Karen's mother asked about the little button in the front doorknob lock. I told her we remove these, as a rule, to keep tenants from being locked out in the event the door

PAGE 155

L. 1-3 closes while they are outside and without their door keys. The regular dead bolt door lock is sufficient for security.

PAGE 156

L. 9-10 denote here, we made a \$545 reduction in the total amount that they were supposed to pay

L. 14-17 Now, they left understanding that we were -- they were going to contact her brother to move her furniture and she would return with the \$350.

Later in the day she

L. 20-22 The next day I had a call from Karen (Ms. Pearson) asking if the unit next door was empty.

PAGE 159

L. 2-6 Bridgitte stated that she was a real estate broker and I am guilty of race discrimination and I must return Karen's \$350. And that's when I said, I don't have to do anything.

PAGE 160

L. 23-25 I was asked by her mother if the unit next door was empty. Now, we've

gotten -- we've gotten testimony from both of the others

PAGE 161

L. 1-3 here that the mother looked in the windows and saw that it was in better shape than what the other one was and then it was just denied.

L. 14-21 And I promised it to another lady, promised to hold it until Monday. That, to me, is a very important because I'm only talking about less than 48 hours. She did not ask if she could see it. She did not ask if she could rent it and, besides, they had just rented the one on the left side and didn't have money for that. Had to go borrow it.

PAGE 163

L. 3-5 We volunteered that because we knew it needed to be. We weren't asked to clean the carpet.

L. 12-17 mother said that the unit next door was in better shape than what this was, when all of this stuff started, that's wrong and she's saying, the mother said, she didn't even look inside. She wouldn't have known. There's no way she could have known.

L. 21-25 In regard to what Ms. Brahms said, I did show her the unit and I said, yes, it is available for rent. She never once said, well, I want to rent it or when can I take occupancy or anything of the sort

PAGE 164

L. 6-14 we can even go through, make out the whole lease and everything. You can pay the rent and everything. If this lady comes back on Monday, then I'll have -- they'll to write it down on the contract, I'll to refund your money, if

she brings the money and wants to rent it. If not, then you've got it and your rent would start as of Monday.

PAGE 165

L. 16-23 must have made a bona fide offer to respondent. Now, they never made an offer. They never tried to rent the place next door. They never told me they wanted to see the place next door. If they had, I would have certainly shown it to them. Why not. So, there was no offer made. There was no money and she didn't have any money

L. 25 Complainant must have qualified, ready, willing and able to rent, consistent with the terms and conditions of respondent.

PAGE 167

L. 17-25 In order to conclude, there is reasonable cause to believe violation of . . . has occurred, all of the elements of the case must be met.

First, complainant must be a class majority

Second, complainant must have made a bona fide offer to respondent

Third, complainant must have been

PAGE 168

L. 1-2 qualified, ready, willing and able to buy or rent, consistent with the terms and

L. 4-10 Fourth, respondent must have refused to sell or rent to the complainant.

Fifth, after responding, refusal to sell or rent to complainant, respondent must have sold or rented to a less qualified person for a -- from a comparable class of persons.

PAGE 169

L. 12-14 And they did rent 72. They paid for it, they got it. They got the key, the whole dog gone thing.

PAGE 170

L. 14-20 She was not qualified. She was never qualified. She had no money. How could she possibly be qualified. Now, we made all kinds of adjustments just to accommodate her and we finally got down to something that she could live with and that's what she agreed to. But that's not qualified.

PAGE 171

L. 14-16 That doesn't make her qualified just because I'm willing to make all of these adjustments just to accommodate her.

PAGE 172

L. 7-9 They just left off that little part here, until Monday, which I think is very important. Less than 48 hours.

L. 14-16 and she was told the unit was already being held for someone else.

PAGE 173

L. 6-9 She was never offered tenancy. I told her that this unit is available for rent. We didn't discuss whether she was going to rent it.

PAGE 174

L. 24-25 plaintiff here testified that she looked up and found all of these adverse things against me

PAGE 175

L. 1-2 but when she testified no, she said she didn't even find any.

PAGE 176

L. 16-19 It's already been determined. Nobody has seen the inside at this point.

Nobody has seen the inside. Nobody knows, except me and Susan.

PAGE 181

L. 18 Complainant must make a bona fide offer

L. 23-25 Now, what they're saying is I'm guilty of this thing on the right hand side because they made me an offer. They never made

PAGE 182

L. 1-2 any offer of any kind. She didn't even ask me to view the place.

L. 8-10 She wasn't even qualified to rent the one that I rented her. She didn't have any money. How can you be qualified if you don't

L. 20-22 And then fourth, respondent must have refused to rent to the complainant.

I didn't refuse. They didn't ask. Didn't ask to see,

PAGE 183

L. 22-25 They could have rented it, they could have signed the contract, for the unit next door but contingent on whether the lady comes back.

PAGE 189

L. 17-23 Ms. Brahms was talking about the refrigerator being pulled out from the wall.

It wasn't pulled out from the wall. It's a double door and it's an extra thick one. We bought that brand new and put it in there and it just sticks out that far but it's only about that far past the wall.

8472

PAGE 122

L. 15-25 (By the Witness) We, actually, hired, he'll come in later, another tenant of ours to go in there and clean it up. And I think he cleaned the carpet, too. . . . Hole in the wall . . . he fixed that. And there were a number of other things. And he was to . . . haul off the trash that was there. And he took a lot of it because he didn't have a pick up truck and didn't have a trailer hitch and didn't have a trailer either. So, he would put it in the back of his car and haul it off at various

PAGE 124

L. 18-20 Q. Well, I wanted to know if Mr. White was the last tenant that was there before Ms. Davis? A. I'm positive he was not.

PAGE 125

L. 12-13 (By the Witness) I know that it didn't sit empty for a year. I'm sure it didn't.

PAGE 137

L. 5-8 Q. And that's the -- you drove to the property not knowing which side you were going to show her? A. That's correct.

L. 15-17 She had parked right in front of the place. Why should I say that, well, I want to show you this unit over here first

PAGE 139

L. 18-24 There had to be something else in there, somebody else in there because they left it in a mess and they messed up a burner on the stove which we hadn't even replaced yet. Well, Susan, did replace it on the stove. Well, before the last tenants moved in. . . . not been replaced at the time of this incident.

PAGE 141

- L. 2-4 But there had to be somebody else in there during that period of time because all of this damage was done.
- L. 16-19 also, this one has not been cleaned and we've got to fix the carpet in there and I had a lady looked at it and said she wanted it but she didn't have any money and asked if I would hold it until Monday.
- L. 25 But in this particular case, I had another one

PAGE 142

- L. 1-5 sitting over just exactly like it and it was empty and then I had some other empty units, also. So, I wasn't giving up anything to tell the lady that I would hold it. But once I tell her I'm going to hold it, then I would.
- L. 10-14 I didn't even write it down because it doesn't matter. If she comes back, we rent it to her, if she's got the money. And if she doesn't come back, we're right where we were, nothing has changed.

PAGE 144

- L. 4-6 Were those items cleaned up and fixed before Rita Davis? A. No
- L. 15-16 Rita Davis came to see the property a month after Karen Davis and was
- L. 19-20 We had done nothing to it except replace that burner.

PAGE 148

- L. 9-12 Karen Davis was qualified to rent from you? Huh-uh. She was not a qualified renter. She didn't have any money.

PAGE 149

- L. 24-25 What is the specific regulation I am being accused of violating?

PAGE 150

L. 1-20 THE COURT: "Well, you are accused of discriminating against Ms. Davis under the Fair Housing Act."

MR. TINSLEY: In what manner?

THE COURT: Well, that was up to them to present their case. So, you heard their case.

MR. TINSLEY: Oh, okay.

THE COURT: So, it's what they presented in their case. It doesn't matter, I know you made reference, at one point, to the investigation done by the commission?

MR. TINSLEY: Yes.

THE COURT: None of that is part of the record in terms what I'll be considering.

MR. TINSLEY: So, even though I have letters to them and asking and pleading with them to come and check out the unit, it's just like it was before and they didn't do it --

THE COURT: Now, anything you submit at the hearing today will be part of the record.



3-c

VARIATIONS AND CONTRADICTIONS TO FINDINGS OF FACT

(Number of Pages: 11)

DAVIS'S STATEMENTS**PAGE 12**

L. 2- 4 "We walked around I just kind of tried to peek through the windows and stuff like that but he was there just shortly after".

L. 11-16 "After we looked at that one, my mother specifically asked to see the other one because she had peered through the window and said that that one looked to be in a better state than the one he was offering me, so, I did not specifically ask but my mom did, to see the other one." . . . ". . . and you didn't ask then to see

L. 25 the other side? A. "I didn't. My mom did."

P.95 L.23 Mom states Q. "Did you look into the windows of 8474?"

P. 96 L.1 A. "No I did not"

PAGE 13

L. 17-20 Q. "Did you sign a lease agreement on unit 8472 at that first meeting?"

A. "I spoke with him. I left and I got the money from my dad and I went back and I signed it".

PAGE 15

L.7-17 . . . "I called the very next day and asked to see the other property"

"I spoke with his wife".

L. 1 "A. Because my mom said that the other one was in better shape so I called to see if I could take a look at the other property, the property directly next door."

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PAGE 95

L. 23 Mom states, Q. "Did you look into the windows of 8474?"

PAGE 96

L. 1 A. "No, I did not"

PAGE 15

L. 16 "She had spoken with him and he said that property was promised to someone else."

BRAHM'S STATEMENTPAGE 59

L. 10-20 Q. "Did Ms. Davis ask you to help her find a rental property?" A. "She did. She asked me . . . that she was looking for a rental property and if I knew of any to let her know. And so she was looking some and I was looking for her to, to help her."

A. "I had sent her a listing of things that were on the MLS and if I came across something I would let her know."

PAGE 15

L. 21 Q. "Did you ask Ms. Brahms to help you find a rental property?" A. "No."

Q. "Did she tell you or show you any other rental properties available?"

A. "Nope"

PAGE 16

L. 19-20 Ms. Davis' statement about Ms. Brahm, "She actually went over there on her own and looked."

BRAHM'S STATEMENTPAGE 61

L. 4-7 Q. "Was there a time when Ms. Davis called Mr. Tinsley on the speakerphone and you were present?" A. "Yes."

PAGE 17

L. 2 -7 "Okay. So, when was it that you called Mr. Tinsley on the speakerphone while Bridgitte Brahms was with you? Was that . . . did that occur?" A. "Not that I remember."

PAGE 114

L. 14-15 Q. for Ms. Pearson "Tell me how Ms. Brahms got involved in this thing?"

L. 20-25 "Had anything been said to her before?" Had she been asked to go out there and see if this is available or let me check on this and see if its valuable or anything of the sort?" A. "No, she did that all on her own."

PAGE 21

L. 7 Q. "What date did you move into the house? A. "February 1st"

Q. "How much did you pay as a deposit?" A. "Four Hundred."

Q. "And how much is your monthly rent?" A. "Four Hundred"

Q. "And how much was the pet fee?" A. "One Fifty per ---"

L.16 (2 dogs) Q. "How many animals do you have?" A. "Two. So \$300.00."

A. "Yes." (Ref. 8472 lease, first page, pet fee for only one dog).

PAGE 23

L. 4 "Susan said to you now, we know that the carpet needs cleaning and we're

going to do that as soon as the electricity is turned on?" A. "That is not true. You said it is as is and she agreed -- my mother said I have someone that is pretty reasonable, is it okay for us to check into it. You were against getting the carpet cleaned. That is not true. You were against it." Q. "When we told

L. 14-25 A. "And we asked to get the carpet cleaned. It was never agreed through either of you, spoken forward, that would be done that is untrue."

PAGE 24

L. 1 - 8 Q. "When we were talking about getting the carpet cleaned, did not you and your mother say well what if we had it cleaned. And we said well if you want to have it cleaned yourself, that's all right, as long as the price is comparable. Did you not say that?" A. "Yes, we spoke for it and said that but it was under no agreement from you. We asked if that was something that could be because you stated

PAGE 24

L. 1 that it was as is and that was not to be done. So, that was not an offer through you. We asked of that and then you agreed that if we got it done and it was reasonable, that it could be deducted off of the rent."

PAGE 28

L. 18 "I said right now I was looking but I really was not in the predicament to move in somewhere right now."

PAGE 29

L. 22 Q. "Okay, all right. Didn't you tell me you didn't have any money?"

A. "Exactly."

PAGE 30

L. 17-18 A. "As I stated, I was looking at the time, not really moving in at that point looking."

PAGE 31

L. 1-4 "Q. Okay, and didn't you tell me that the storage fee of \$80.00 was due right then and there and you wanted to get a place as soon as possible so you wouldn't have to pay the next month's storage fee?" A. "Yes I did."

PAGE 37

L. 1 Q. "... and you would agree that we are giving you, whereas normally you would have had to come up with the total amount right then and there to be qualified to rent that unit, we gave you from January 7th, the date of the lease, until February 1st to pay the balance of \$1,095?" A. "Yes."

L. 9-25 Q. "Okay. When you left, did you not tell me, I mean you didn't sign the lease then. We didn't make out the lease?" A. "Yes, I did. That's how come I have this. I was never given the lease but ..."

Q. "That's not my question. My question is specifically I said we did not make out the lease then, you agree?"

A. "No, I'm saying that we did make out the lease. So, no, I don't agree."

Q. "I'm talking about when you left after ... all right. Let me just do this differently. You gave us ... when you signed the lease ... well now see I was talking about the first time you left and not the time ... see. You went over and

L. 25 viewed the apartment?" A. "Uh-huh." Q. "And then you left said you would

think

PAGE 38

L. 1-7 about it?" A. "Uhhuh". Q. "And then you called me . . . Did you not call me and say you have decided that you wanted the place?" A. "Yes."

PAGE 41

L. 2 "A. My mom asked you the day that we were there. She peered through the window and she asked you was it available and you told her there was still some maintenance that needed to be done, it was not ready at this time."

Q. "What day was that?" A. "The day I signed the lease. She looked through the window and she asked you about it that day. My mother never called you or

L. 11 if she did I was never around when she did that."

PAGE 41

L. 13-25 "A. She specifically asked you about that apartment the day that it was there."

Q. "Okay my question is about what was my answer to that?" A. "There was things that needed to be done in that apartment. It was not ready to be rented at that time." Q. "What else did I say?" A. "That's it." "You're saying that I didn't tell her that there was a torn carpet in there I had to repair?" A. "Well, that I guess that falls under, you said that here were things that needed to be done."

PAGE 42

L. 2-25 Q. "But I said this specifically and you are saying that I did or did not say that there was a torn carpet in there that had to be repaired, there were holes in the walls, the range and refrigerator in fact the whole unit had to be

cleaned, it was not cleaned including the carpet. But, again we couldn't clean the carpet until the electricity was turned on but you're saying . . ." A. "I don't remember any of those specifics." Q. "And that I had told a lady I was holding it for her until Monday." A. "No, that came afterwards. That being held until Monday came afterwards." Q. "See, now, you didn't mention that while ago. When did that come about?" A. "That came the day that I talked with your wife. You said that it was being held for someone else."

PAGE 43

L. 14 Q. "Now, are you saying I did not say I was holding it until Monday for someone else." A. "I don't remember the specific of held until Monday.

L. 17 I do remember you saying . . . her saying . . . because you didn't say it to me. She said it to me, that you told her it was being held for someone else."

Q. "Held until Monday?" A. "And if I can remember correctly, I believe that

L. 25 was told to Bridgitte. Once Bridgitte met with you and then you told her, after you offered it to

PAGE 44

L. 1-4 her you then said, I'm meeting with someone Monday. That came afterward. But that was Bridgitte you spoke to not me." Q. "You're saying that I didn't . . . that Susan didn't tell you it was being held until

P. 42 L.10-25

P. 43 L. 1

P. 44 L.1-25

P. 45 L. 1-25

P. 46 L. 1-18

Monday?" A. "No she didn't." Q. "But that Brigitte did?" A. "Yes.
Q. "Do you know that Brigitte said that or did you just surmise?" A. "I

know that Brigitte said that." Q. "You know that Brigitte said it is being held
until

L. 13 Monday." Q. "Yes."

PAGE 65

L. 25 Ms. Brahm, Q. "Did he indicate to you that he

PAGE 66

L. 1-2 was holding 8474 for someone until January 10th?" "Nope."

PAGE 69

L. 23-25 Brahm's statement, "The day she went to see the property with Karen and they
were looking, she walked around the

PAGE 70

L. 1-3 property and she . . . looked inside the windows at that time."

PAGE 45

Q. "And you're saying that no, we didn't say it was being
held until Monday for this lady but that you knew that I had said to Brigitte?"

L. 14 A. "That came afterwards, yes."

L. 15 Q. "All right. . . . you asked about 8474. Why were you asking?"

PAGE 45

A. "Because my mom looked through the window and she said it appeared to
be in better shape and than the one that I was looking at." Q. "And when did

she do that?" A. "The day we were there. The very first day, the 7th."

Q. "Well, if it appeared to seem better to you, why didn't you ask about it

L. 25 then?" A. "I never did look through the window

PAGE 46

at all. My mother did and she did ask about it then."

Ms. Pearson, "Did you look in the windows of 8474?" A. "No, I did not."

PAGE 97

L. 21-24 Ms. Pearson's statement, Q. "You did not look in the windows on 8474?"

A. "That's correct."

PAGE 113

L. 12-13 Ms. Pearson's statement, "I never looked in the window, and I never looked around it or anything."

PAGE 46

L. 1- 6 A. "She just peeked through the window. I mean she couldn't see specifics but she said it appeared to be better, could she take a look at it. And you said that there was damage and there was things that needed to be done, it was not ready to be rented at that time." Q. "Right. But being it's exactly the same except it's adverse floor plan of the one that you actually rented. You knew that if you look in. I don't know which window she looked in but, in fact, there's only

L. 18 one window in the front unless she went around in the back?" A. "We went all around."