

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

JENNIFER NICHOLE KING,

Petitioner,

vs.

Case No. 18-1939

ADVANTAGE REALTY AND MANAGEMENT,
INC., AND HOUSING AUTHORITY OF
FLAGLER COUNTY,

Respondents.

_____ /

RECOMMENDED ORDER

An administrative hearing was conducted in this case on June 19, 2018, in Bunnell, Florida, before James H. Peterson, III, Administrative Law Judge with the Division of Administrative Hearings.

APPEARANCES

For Petitioner: Jennifer Nichole King, pro se
10 Pier Lane
Palm Coast, Florida 32164

For Respondent Advantage Realty and Management, Inc.:

Dymitri Belkin, pro se
Advantage Realty and Management, Inc.
4861 Palm Coast Parkway Northwest, Unit 1
Palm Coast, Florida 32137

For Respondent Housing Authority of Flagler County:

Rhonda Stringer, Esquire
Saxon Gilmore & Carraway, PA
201 East Kennedy Boulevard, Suite 600
Tampa, Florida 33602

STATEMENT OF THE ISSUE

Whether Respondents, Housing Authority of Flagler County and Chris Beyrer, Executive Director of the Housing Authority of Flagler County (collectively, the Authority); and Advantage Realty and Management, Inc. and Dymitri Belkin (collectively, Advantage), discriminated against Petitioner Jennifer Nichole King (Petitioner) based on her race by engaging in discriminatory terms and conditions, discriminatory statements, and steering, in violation of the Florida Fair Housing Act, chapter 760, Florida Statutes.

PRELIMINARY STATEMENT

Petitioner filed a Housing Discrimination Complaint (Complaint) with the Florida Commission on Human Relations (FCHR), which was received by FCHR on September 1, 2017, against the Authority and Advantage, claiming she was the victim of discrimination because of her race. Following an investigation of Petitioner's allegations, FCHR issued a Notice of Determination (No Cause) finding that there was no probable cause to believe that a discriminatory housing practice had occurred in violation of chapter 760. Petitioner then timely filed a Petition for Relief (Petition) with FCHR on April 13, 2018. FCHR transmitted the Petition to the Division of

Administrative Hearings on April 13, 2018, for the assignment of an administrative law judge to conduct an administrative hearing.

At the final hearing, the parties jointly offered FCHR's determination on the Complaint, which was received into evidence as Joint Exhibit 1. Petitioner testified on her own behalf and offered 30 exhibits, received into evidence as Petitioner's Exhibits A13, A14, D14, A15 through C15, E15 through J15, C16 through F16, I16 through M16, O16, A17 through D17, G17, H17, J17, and V17. The Authority presented the testimony of the Authority's Executive Director, Chris Beyrer, and offered 17 exhibits, received into evidence as XR-1 through XR-4, R-1 through R-6, R-11 through R-13, R-32, R-38, R-41, and R-42.

During the final hearing, Petitioner announced that neither Mr. Belkin nor Advantage Realty and Management, Inc. engaged in discriminatory conduct against her, effectively dismissing them as parties. Therefore, Mr. Belkin did not offer testimony. However, one of Advantage's witnesses, a repairman from VK Services, provided brief testimony.

The proceedings were recorded, but no transcript was ordered. The parties were given until July 19, 2018, to file their proposed recommended orders. Respondent timely filed its Proposed Recommended Order, which has been considered in

preparing this Recommended Order. Petitioner did not file a proposed recommended order.

FINDINGS OF FACT

1. Petitioner is an African-American female who is a participant in the Authority's Section 8 Housing Choice Voucher Program (Section 8 Program).

2. On April 8, 2013, Petitioner moved from the Pinellas County Housing Authority's Section 8 Program to the Authority's Section 8 Program. The Authority did not transfer Petitioner into its Section 8 Program, but rather administers Petitioner's Section 8 voucher for the Pinellas County's Housing Authority in accordance with the federal Housing and Urban Development (HUD) regulations.

3. The essence of Petitioner's claim against the Authority is that, because of her race, the Authority, and its executive director, Chris Beyer, steered her away from homes in predominately white areas and told her she needed to look for homes in the "projects." According to Petitioner, when she inquired about certain homes in nicer, predominantly white areas, Chris Beyer told her that people like her did not qualify for that type of housing. She also suggested that, because of discrimination based on her race, the Authority allowed Advantage, and/or the owners of the housing units that she rented under the Section 8 Program, to continue to receive rent

and raise rental rates, even though the Authority knew that repairs required for habitability were not being made. The evidence, as outlined in the Findings of Fact below, does not support Petitioner's claims against the Authority.

4. During her orientation process for Section 8 services in Flagler County, Petitioner completed the Authority's voucher briefing process, which included both an oral briefing and an information packet. The subjects covered by the briefing information and documentation included family and owner obligations and responsibilities; the housing selection process; a list of the Authority's resources for locating housing, which included areas outside of poverty or minority concentrated areas; the Authority's process for determining the amount of housing assistance payment for the family and maximum rent; and a list of participating realtors that manage properties for various owners participating in the Section 8 Program.

5. After Petitioner completed the voucher briefing process, on April 18, 2013, the Authority issued Petitioner a Housing Choice Voucher.

6. In July 2013, Petitioner independently, and voluntarily, located a potential rental unit at 49 Raintree Place, Palm Coast, Florida 32164 (Raintree Place unit), and submitted a Request for Tenancy Approval for this unit to the Authority, along with a copy of the proposed dwelling lease for

the unit. The Raintree Place unit was a four bedroom, detached single-family home constructed in 2006. The proposed rent for the unit was \$1,000.00 per month, with a required security deposit of \$1,500.00.

7. The Authority inspected the unit, determined that it passed the housing quality standards, and that the rent was reasonable. The Authority then approved the unit and executed a Housing Assistance Payment (HAP) contract with the owner, or owner's agent, to pay housing assistance to the owner on behalf of Petitioner.

8. On May 29, 2014, the owner of the Raintree Place unit filed an eviction action against Petitioner for nonpayment of rent. At a subsequent mediation, the parties to the eviction action entered a stipulation agreement on July 2, 2014, which required Petitioner, among other things, to vacate the unit by July 31, 2014. The stipulation agreement also provided that if Petitioner timely performed all of the terms and conditions of the stipulation agreement, then the owner agreed to dismiss the eviction case.

9. On July 31, 2014, Petitioner timely vacated the Raintree Place unit as agreed, thereby avoiding a judgment for possession against her. Thereafter, on August 6, 2014, the Authority issued Petitioner a new Housing Choice Voucher to locate another rental unit.

10. In August 2014, Petitioner independently, and voluntarily, located another potential unit located at 92 Ulysses Trail, Palm Coast, Florida 32164 (Ulysses Trail unit). Petitioner submitted a Request for Tenancy Approval for this unit to the Authority, along with a copy of the proposed dwelling lease. This unit was a four bedroom, detached single-family home constructed in 2002. The proposed rent for the unit was \$1,200.00 per month, and the security deposit was \$1,500.00.

11. The Ulysses Trail unit was owned by Serghei Potorac. Mr. Potorac hired Advantage to manage the unit. Advantage managed the Ulysses Trail unit until September 6, 2017.

12. The Authority inspected the Ulysses Trail unit and determined that it passed the housing quality standards and that the proposed rent was reasonable. The Authority then approved the unit and executed a HAP contract with the owner, or the owner's agent, Advantage, to pay housing assistance to the owner on behalf of Petitioner.

13. Petitioner and her family moved into the Ulysses Trail unit on September 1, 2014.

14. During Petitioner's tenancy, the owner of the Ulysses Trail unit received various notices for city code violations because of Petitioner's failure to maintain the property in accordance with local city codes or ordinances. The alleged violations included overgrown lawn, failing to screen outside

trash containers, and accumulation of trash on the property. As a result, the city assessed fines against the owner totaling over \$800.00.

15. On July 8, 2015, Advantage sent Petitioner a seven-day notice to cure, demanding that she pay the outstanding fines.

16. Petitioner ultimately either corrected, or agreed to correct, the violations. As a result, the city waived the outstanding fines. After conferring with the owner, Petitioner and Advantage advised the Authority that the owner would not proceed against Petitioner.

17. On July 13, 2015, the Authority conducted an annual inspection of the Ulysses Trail unit. The unit passed the inspection but there were some issues that the Authority felt needed to be addressed. Therefore, on July 13, 2015, Robert Beyrer, the Petitioner's housing counselor at the Authority, sent Advantage an email regarding those issues.

18. The next year, on July 12, 2016, the Authority conducted its next annual inspection of the Ulysses Trail unit. Because of some noted deficiencies, the unit did not initially pass inspection. The Authority sent correspondence to Advantage detailing the deficiencies that needed correction by August 12, 2016. Thereafter, Advantage provided the Authority with an invoice from VK Services showing that the deficiencies had been timely corrected.

19. During the time period from July 2015 through October 2016, the Authority received copies of at least four three-day notices that Advantage had delivered to Petitioner for failing to timely pay rent. With respect to a three-day notice delivered to Petitioner on October 11, 2016, the owner subsequently filed an eviction action on October 20, 2016. During a court-ordered mediation, the parties entered into a Stipulation Agreement dated November 10, 2016.

20. When Petitioner failed to comply with the November 10, 2016, Stipulation Agreement, Advantage filed an affidavit on February 2, 2017, on behalf of the owner, seeking a judgment for possession. That same day, without advising the Authority of the ongoing eviction action, Petitioner asked the Authority to conduct a special inspection of the Ulysses Trail unit. During the Authority's inspection, the Authority found that the unit failed the inspection as a result of various deficiencies attributed to both the owner and Petitioner.

21. The next day, on February 3, 2017, the court entered a final judgment for possession against Petitioner, and the court clerk issued a writ of possession. In response, Petitioner filed a motion to stay the execution of the writ, claiming, among other things, that Advantage failed to repair items as agreed in the November 10, 2016, Stipulation Agreement. In the meantime, the unit was re-inspected by the Authority on

February 27, 2017, and the inspector found that some of the deficiencies had been addressed but there remained some that still needed to be corrected. On March 14, 2017, the Authority did a final inspection of the unit and determined that the remaining deficiencies had been addressed by both Advantage and Petitioner.

22. Following two hearings on Petitioner's motion in the eviction case, the court granted Petitioner's motion to stay and vacated the final judgment. The court also reduced Petitioner's portion of the rent due for the months of January and February 2017 based on its findings regarding the outstanding repairs. Further court orders reflect that Advantage ultimately addressed the disputed repairs and that Petitioner was ordered to pay full rent for the months of March and April 2017. The Authority was not a party and did not appear in the eviction proceedings.

23. Thereafter, the owner gave Petitioner notice and advised the Authority that Petitioner's lease would not be renewed, and that Petitioner would need to vacate the unit by August 31, 2017. The Authority subsequently sent correspondences to Petitioner explaining what she needed to do in order to be eligible to move to another location with continued housing assistance from the Authority.

24. Petitioner timely vacated the Ulysses Trail unit and was issued a new voucher by the Authority on September 1, 2017, that could be used for a new rental unit. On October 13, 2017, Petitioner sent Robert Beyrer an email stating:

Good Morning,
Can you email the list of realtors that you have. I misplaced ours with all the moving about. Also I am going to need to request an[] extension of my voucher. Do we need to sign anything?
Thank,
Jen King

25. In response, Robert Beyrer sent Petitioner another copy of the list of participating realtors in Flagler County previously provided to her by the Authority during her initial voucher briefing. The Authority, through Robert Beyrer, also granted Petitioner's request for an extension of her voucher until December 1, 2017.

26. On October 30, 2017, Petitioner sent Robert Beyrer another email advising that she was having difficulty finding another unit. By email, Robert Beyrer responded by further extending the expiration date of her voucher until December 31, 2017, and counseling her on various sources where she might find available units, stating:

There are rentals out there. I am not sure who you are speaking with. I would continue to contact the landlords on the participating realtors list, check the local newspaper weekly, and check Zillow.com for reputable property management companies.

We have been leasing people up with your voucher size in your price range. I will continue to keep my eyes open for you!

27. Petitioner independently and voluntarily located a potential rental unit located at 10 Pier Lane, Palm Coast, Florida 32164 (Pier Lane unit) and, on December 27, 2017, submitted a Request for Tenancy Approval for this unit to the Authority, along with a copy of the proposed dwelling lease for the unit.

28. The Authority inspected the Pier Lane unit and determined that it passed the housing quality standards and that the proposed rent was reasonable. The Authority then approved the unit and executed a HAP contract with the owner, or owner's agent, to pay housing assistance to the owner on Petitioner's behalf.

29. On February 1, 2018, Petitioner moved into the Pier Lane unit. At the time of the final hearing, Petitioner was residing at the Pier Lane unit and the Authority was paying HAP payments to the owner on behalf of Petitioner under a HAP Contract with the owner.

30. At the hearing, Petitioner maintained that the crux of her housing discrimination complaint was actually based on racially discriminatory statements allegedly made to her by Chris Beyrer. Petitioner alleged that Chris Beyrer said to her, among other things, "You cannot live by the canals; they do not

rent to people like you.” Petitioner testified that she took Chris Beyrer’s statements to mean that she could not rent a unit by the canals because they do not rent to black people or people of color. Petitioner admitted, however, that Chris Beyrer never referenced or otherwise indicated that race was the underlying reason or motive when he made the alleged statements.

31. Chris Beyrer denied making the alleged discriminatory statements attributed to her by Petitioner, or any other racially discriminatory statements. Ms. Beyer explained that any housing suggestions to Petitioner would have been on the type of unit Petitioner could afford to rent based on the amount of her reported household income and rental subsidy. Ms. Beyer’s testimony was credible and is accepted.

32. Rather than showing racial discrimination against Petitioner in the Authority’s administration of the Section 8 Program, the evidence showed that, as a Section 8 participant in Flagler County, Petitioner was and is free to locate or choose an eligible rental unit anywhere in the Authority’s jurisdiction and submit the proposed rental unit to the Authority for approval.

33. Further, at the hearing, Petitioner withdrew any claim that Advantage had unlawfully discriminated against her because of her race by failing to make requested repairs or by providing false repair records for the Ulysses Trail unit to the

Authority. Specifically, Petitioner stated at the hearing that she did not believe Advantage had engaged in any discriminatory conduct towards her, and was rescinding her housing discrimination complaint against Advantage. Nevertheless, near the close of the hearing, one of Advantage's witnesses, a repairman from VK Services, provided brief testimony confirming that he had personally made the repairs at the Ulysses Trail unit, as indicated in the various invoices provided by Advantage to the Authority. The testimony is credited.

34. Finally, despite Petitioner's claims that the Authority also discriminated against her by allowing Advantage to raise rents and continuing to pay HAP to the owner during the years of her tenancy at the Ulysses Trail unit while unaddressed deficiencies existed, Petitioner admitted that she voluntarily chose to accept the owner's proposed rental increases and repeatedly renewed her lease with the owner. The evidence further showed that Petitioner was always free under the Section 8 Program to reject lease rental increases and relocate to a new unit of her choice with continued housing assistance from the Authority.

35. In sum, the evidence does not support Petitioner's claim that, because of racial discrimination, the Authority steered her to only certain rental units, that the Authority allowed rent increases despite lack of repairs, that there were

discriminatory statements made against her, or that Advantage was complicit in the alleged discrimination.

CONCLUSIONS OF LAW

36. The Division of Administrative Hearings has jurisdiction over the parties and subject matter of this proceeding. §§ 120.569, 120.57(1), and 760.20-760.37, Fla. Stat.; Fla. Admin. Code R. 60Y-4.016 and 60Y-8.001.

37. The Authority's Section 8 Program is governed by its Section 8 Administrative Plan, and various other federal laws and regulations.

38. Advantage, acting as management agent for the owner of Ulysses Trail unit, is required to comply with the terms of the HAP Contract.

39. Petitioner and the owners of units rented under the Section 8 Program are governed by the Lease and the mandatory Section 8 Tenancy Addendum (Part C of the HAP Contract).

40. As a participant in the program, Petitioner is subject to the Authority's Section 8 Program family obligations, the Authority's Administrative Plan, and other Authority and federal Section 8 Program requirements.

41. Petitioner's claim is brought under Florida's Fair Housing Act (the Act), which is codified in sections 760.20 through 760.37, Florida Statutes.^{1/}

42. Among other things, the Act makes certain acts "discriminatory housing practices" and gives the Commission the authority, if it finds (following an administrative hearing conducted by an administrative law judge) that a "discriminatory housing practice" has occurred. If such a finding is made, the Act further authorizes the Commission to issue an order "prohibiting the practice" and provide "affirmative relief from the effects of the practice, including quantifiable damages and reasonable attorney's fees and costs." § 760.35(3)(b), Fla. Stat.

43. Under the Act, it is unlawful to discriminate in the sale or rental of housing. Section 760.23 states, in pertinent part:

(1) It is unlawful to refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, or otherwise to make unavailable or deny a dwelling to any person because of race, color, national origin, sex, handicap, familial status, or religion.

(2) It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, national origin, sex, handicap, familial status, or religion.

(3) It is unlawful to make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any

preference, limitation, or discrimination based on race, color, national origin, sex, handicap, familial status, or religion or an intention to make any such preference, limitation, or discrimination.

44. The Act is modeled after the federal Fair Housing Act. Accordingly, federal case law involving housing discrimination is instructive and persuasive in interpreting section 760.23. Loren v. Sasser, 309 F.3d 1296, 1300 n.9 (11th Cir. 2002); Dornbach v. Holley, 854 So. 2d 211, 213 (Fla. 2d DCA 2002); cf., Winn-Dixie Stores, Inc. v. Reddick, 954 So. 2d 723, 728 (Fla. 1st DCA 2007), rev. denied 967 So. 2d 198 (Fla. 2007), (discussing the same rule of construction in the context of the Florida Civil Rights Act of 1992, §§ 760.01-760.11, Fla. Stat.).

45. Petitioner has the burden of establishing facts to prove a prima facie case of discrimination. U.S. Dep't of Hous. and Urban Dev. v. Blackwell, 908 F.2d 864, 870 (11th Cir. 1990).

46. As developed in federal cases, a prima facie case of discrimination may be established by statistical proof of a pattern of discrimination, or on the basis of direct evidence which, if believed, would prove the existence of discrimination without inference or presumption.^{2/} Usually, however, as in this case, direct evidence is lacking and one seeking to prove discrimination must rely on circumstantial evidence of

discriminatory intent, using the shifting three-part "burden of proof" pattern established in McDonnell Douglas Corp. v. Green, 411 U.S. 792 (1973).

47. Under the three-part burden of proof pattern developed in McDonnell Douglas:

First, [Petitioner] has the burden of proving a prima facie case of discrimination by a preponderance of the evidence. Second, if [Petitioner] sufficiently establishes a prima facie case, the burden shifts to [Respondent] to "articulate some legitimate, nondiscriminatory reason" for its action. Third, if [Respondent] satisfies this burden, [Petitioner] has the opportunity to prove by preponderance that the legitimate reasons asserted by [Respondent] are in fact mere pretext.

Blackwell, 908 F.2d at 870, citing Pollitt v. Bramel, 669 F. Supp. 172, 175 (S.D. Ohio 1987) (federal Fair Housing Act claim) (quoting McDonnell Douglas, 411 U.S. at 802, 804).

48. The pertinent provisions of the Act at issue are subsections (1) through (3) of section 760.23, quoted above. Applying the shifting of burden analysis, in order to establish the elements for a prima facie case of discrimination involving unlawful steering in violation of section 760.23(1), a petitioner must show that: (1) he or she belongs to a class of persons whom the Florida Fair Housing Act protects from unlawful discrimination because of race, color, national origin, sex, disability, familial status, or religion; (2) he or she made a

bona fide offer to respondent; (3) he or she was qualified, ready, willing, and able to buy or rent consistent with the terms and conditions of respondent at the time of the alleged act of discrimination; (4) respondent refused to sell or rent to petitioner; and (5) after respondent refused to sell or rent to petitioner, respondent sold or rented to a less qualified person from a comparable class of persons.

49. In order to establish the elements for a prima facie case involving discriminatory terms and conditions in violation of section 760.23(2), a petitioner must establish that: (1) he or she belongs to a class of persons whom the Florida Fair Housing Act protects from unlawful discrimination because of race, color, national origin, sex, disability, familial status, or religion; (2) he or she was qualified, ready, willing, and able to receive services or use facilities consistent with the terms, policies and procedures of respondent; (3) he or she requested the services or use of facilities, or attempted to use facilities consistent with the terms and conditions, policies, and procedures established by respondent for all persons who are qualified or eligible for services or use of facilities; and (4) respondent, with knowledge of petitioner's protected class, willfully failed or refused to provide services to petitioner or permit use of the facilities under the same terms and conditions

that were applicable to all persons who were qualified or eligible for services or use of the facilities.

50. For a prima facie case of discriminatory statements in violation of Section 760.23(3), a petitioner must establish that: (1) he or she belongs to a class of persons whom the Florida Fair Housing Act protects from unlawful discrimination because of race, color, national origin, sex, disability, familial status, or religion; (2) respondent made, printed, or published, or caused to be made, printed, or published a discriminatory statement or advertisement; (3) petitioner personally read or heard the statement, notice, or advertisement, or inquired about the availability of a dwelling; and (4) respondent confirmed the intent to indicate or express a preference or limitation based on petitioner's protected class, or the facts and circumstances provided a credible basis for inferring the intent of respondent.

51. It is undisputed that Petitioner is African-American and belongs to a class of persons that the Florida Fair Housing Act protects from unlawful discrimination because of race. In addition, Petitioner demonstrated that she applied for and was qualified to receive services under the Section 8 Program. Therefore, it is evident that Petitioner met some of the

elements required for a prima facie case under subsections 760.23(1)-(3). There is lack of evidence, however, to support other elements required for a prima facie case under those provisions or the Act.

52. Petitioner's conclusion that statements made by Respondent Chris Beyrer or other alleged actions of the Authority involving Petitioner's participation in the Authority's Section 8 Program were discriminatory towards Petitioner or her family based on Petitioner's race were wholly insufficient to establish a prima facie case of discrimination in housing. Rather than being supported by the evidence, Petitioner's allegations of racial discrimination are based solely on her speculation and self-serving belief. Mere speculation or self-serving belief on the part of a complainant concerning motives of a respondent is insufficient, standing alone, to establish a prima facie case of intentional discrimination. See Lizardo v. Denny's, Inc., 270 F.3d 94, 104 (2d Cir. 2001) ("Plaintiffs have done little more than cite to their mistreatment and ask the court to conclude that it must have been related to their race. This is not sufficient.").

53. Even if Petitioner had established a prima facie case, it is found that the Authority's administration of Petitioner's rentals under the Section 8 Program and interactions with

Petitioner, were non-pretexual, non-discriminatory, and otherwise consistent with applicable standards and regulations.

54. Further, at the final hearing, Petitioner effectively withdrew her claims against Advantage.

55. Therefore, the Petition for Relief should be dismissed.

RECOMMENDATION

Based upon the foregoing Findings of Fact and Conclusions of law, it is RECOMMENDED that the Florida Commission on Human Relations enter a final order dismissing the Petition and Complaint.

DONE AND ENTERED this 30th day of August, 2018, in Tallahassee, Leon County, Florida.



JAMES H. PETERSON, III
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675
Fax Filing (850) 921-6847
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 30th day of August, 2018.

ENDNOTES

1/ Unless otherwise indicated, all references to the Florida Statutes, Florida Administrative Code, and federal laws are to the current versions which have not substantively changed since the time of the alleged discrimination.

2/ For instance, an example of direct evidence in an age discrimination case would be the employer's memorandum stating, "Fire [petitioner] - he is too old," clearly and directly evincing that the plaintiff was terminated based on his age. See Early v. Champion Int'l Corp., 907 F.2d 1077, 1081 (11th Cir. 1990).

COPIES FURNISHED:

Tammy S. Barton, Agency Clerk
Florida Commission on Human Relations
Room 110
4075 Esplanade Way
Tallahassee, Florida 32399-7020
(eServed)

Rhonda E. Stringer, Esquire
Saxon, Gilmore, & Carraway, P.A.
Suite 600
201 East Kennedy Boulevard
Tampa, Florida 33602
(eServed)

Advantage Realty and MNG, Inc.
Unit 1
4861 Palm Coast Parkway Northwest
Palm Coast, Florida 32137

Dmitriy Belkin
Unit 1
4861 Palm Coast Parkway Northwest
Palm Coast, Florida 32137
(eServed)

Jennifer Nichole King
10 Pier Lane
Palm Coast, Florida 32164
(eServed)

Cheyenne Costilla, General Counsel
Florida Commission on Human Relations
4075 Esplanade Way, Room 110
Tallahassee, Florida 32399
(eServed)

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.