

ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for the New Jersey
Division on Civil Rights

By: Beverley A. Lapsley
Deputy Attorney General
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101
(973) 693-5055
beverly.lapsley@dol.lps.state.nj.us

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
DCR DOCKET NO.: HN25QT-63080

Shakisha Wallace,	:	<u>Civil Action</u>
	:	
Complainant,	:	
	:	
v.	:	ADMINISTRATIVE
	:	CONSENT ORDER
374 Sairs Avenue, LLC and	:	
Scott Kelly, individually	:	
	:	
Respondents.	:	

WHEREAS, this matter was commenced on June 11, 2012, when Complainant Shakisha Wallace (“Complainant” or “Wallace”) filed a verified complaint (“Verified Complaint”) with the New Jersey Division on Civil Rights (“DCR” or “Division”) against 374 Sairs Avenue, LLC, and its owner Scott Kelly (“Kelly”) individually, (collectively “Respondents”), alleging that Respondents violated the New Jersey Law against Discrimination (“LAD”), N.J.S.A. 10:5-1 et

seq. when Respondents refused to rent an apartment at 374 Sairs Avenue, Long Branch, New Jersey to Complainant based on her source of lawful income to be used for rental payments; and

WHEREAS, DCR conducted an investigation that found that Respondents posted an advertisement on the website Craigslist seeking a tenant for 374 Sairs Avenues that stated that rental payments using a voucher under the Section 8 program would not be accepted; and

WHEREAS, the investigation further confirmed the allegations of the Verified Complaint that Respondents refused to rent to Complainant because she intended to rely upon a Section 8 voucher for her rental payments; and

WHEREAS, based on the findings of the investigation, the Director of the Division on Civil Rights (Director) issued a Finding of Probable Cause on December 16, 2015, as to Complainant's claims of discrimination based on source of lawful income to be used for rental payments; and

WHEREAS, it is now the intention of the parties to amicably settle, compromise and resolve in good faith, the differences and disputes that exist or may exist between them, and the parties desire to avoid the time and expense of a public hearing;

NOW, THEREFORE, it is on this 20th day of APRIL, 2016,

ORDERED and AGREED as follows:

LAD COMPLIANCE

1. Respondents will refrain from doing any act that violates the LAD, including but not limited to discriminating against any person because of familial status, race, creed, color, national origin, ancestry, marital status, domestic partnership status, civil union status, gender, sexual orientation, gender identity or expression, disability, pregnancy status, or source of lawful income to be used for rental or mortgage payments in the sale, rental, advertisement, assignment, lease, or sublease of any real property under his ownership or control, or to print, publish, circulate, issue, display, post or mail any statement or advertisement in connection with the rental or sale of real property that expresses any limitation or discrimination based on familial status, race, creed, color, national origin, ancestry, marital status, domestic partnership status, civil union status, gender, sexual orientation, gender identity or expression, disability, pregnancy status, or source of lawful income to be used for rental or mortgage payments.

2. Respondents will refrain from engaging in any retaliatory conduct against Complainant, Complainant's family, or against any witness or participant in these proceedings, or allow any of its employees or agents to engage in any such conduct.

3. Respondents agree to comply with all posting and notice requirements for landlords pursuant to N.J.S.A. 10:5-12j and N.J.A.C. 13:8-1.3. The required notices shall be displayed in public areas visible to prospective tenants in both English and Spanish. The notices to be displayed pursuant to this paragraph may be obtained from the Division's Website, www.NJCivilRights.gov.

TRAINING AND MONITORING OF HOUSING PRACTICES

4. Respondent Kelly, who is an attorney licensed to practice law in the State of New Jersey, represents that going forward he alone shall be responsible for rental activities for Respondents. Within 180 days of the execution of this agreement by all parties, Kelly shall attend a continuing legal education (CLE) class on the LAD, which shall include a module on fair housing laws, that is deemed mutually satisfactory to Respondents and DCR. Kelly shall submit a copy of any proposed CLE class description to Housing Manager Elizabeth Russian, (Housing Manager Russian), New Jersey Division on Civil Rights, P.O. Box 090, 140 E. Front Street, 6th Floor, Trenton, New Jersey 08625-0090, at least twenty (20) prior to taking the class, and DCR shall pose any objection to the proposed course within ten (10) days of receipt of the proposed class.

5. If Respondents utilize any other individuals and/or agents to assist in the rental of Respondents' property or in any other capacity with respect to the property, Respondents shall ensure that these individuals and/or agents are appropriately trained on the LAD and other fair housing laws, and that any practices and/or procedures comply with the LAD and other fair housing laws.

6. For a period of two years following the execution of this Consent Order by all parties (hereafter referred to as the "Monitoring Time Period"), the Division will monitor Respondents' rental practices to ensure compliance with fair housing laws.

7. Within 60 days of the effective date of this Consent Order, Respondents shall establish a system for maintaining a record of all prospective tenants who complete applications for rental housing. These records will include, at minimum, the names and contact information

(address, phone number, and e-mail address if applicable) of prospective tenants, the type of rental unit sought, whether the applicant was offered the opportunity to rent a unit, and the reason for any rejection. Respondents shall also maintain copies of any advertisements related to vacancies at any rental property owned or operated by Respondents. Respondents shall maintain the records for a period of at least three years, or longer if otherwise required by law.

8. Respondents shall contact DCR, via Housing Manager Russian, whenever a unit at any rental property owned or operated by Respondents becomes available for rent at any time during the Monitoring Time Period, and shall provide the Division with a copy of any notices or advertisements posted or published related to the vacancy.

9. Respondents shall provide DCR, via Housing Manager Elizabeth Russian, a report each time a rental vacancy is filled during the Monitoring Time Period. At a minimum, the reports are to include the following information with respect to each vacancy filled: (1) when the unit became available; (2) how the vacancy was advertised (attaching copies of all advertisements); (3) the number of applicants for the vacant unit; (4) a copy of each rental application and contact information for each applicant; (5) the reason(s) why Respondents chose a particular applicant for the unit; and (6) the reason(s) unsuccessful applicants were not chosen. Any report required under this paragraph shall be filed within 15 days of the rental vacancy being filled.

10. Respondents shall advise the DCR in writing if, at any point during the Monitoring Time Period, Respondents no longer own, operate or manage rental property in the State of New Jersey. Respondents shall provide the DCR with the name and address of any third party that is employed or engaged for the purpose of managing or otherwise responsible for

renting available units during the Monitoring Time Period. Respondents shall also advise DCR within 30 days if he purchases any additional rental property in New Jersey during the Monitoring Time Period.

MONETARY PAYMENTS AND PENALTIES

11. Respondents shall pay the total sum of five thousand dollars (\$5000.00) to Complainant Shakisha Wallace in settlement of all claims and damages arising from the allegations set forth in the Verified Complaint and Finding of Probable Cause. The Five Thousand dollar Settlement (\$5000) shall be made in 10 monthly installments of Five Hundred dollar (\$500) payments as follows:

1. April 30, 2016	\$500.00
2. May 30, 2016	\$500.00
3. June 30, 2016	\$500. 00
4. July 30, 2016	\$500. 00
5. August 30, 2016	\$500. 00
6. September 30, 2016	\$500. 00
7. October 30, 2016	\$500. 00
8. November 30, 2016	\$500. 00
9. December 30, 2016	\$500. 00
10. January 30, 2016	\$500. 00

12. A check made payable to "Shakisha Wallace" will be mailed to the attention of Housing Manager Russian, in accordance with the payment schedule reflected above, for delivery to Wallace. Should Respondents fail to make the payment(s) required in this paragraph,

in a timely manner, Respondents may be held in default.

13. Respondents shall be liable for a civil penalty in the amount of Ten Thousand Dollars (\$10,000) (hereinafter "Penalty Amount") against Respondents for alleged violations of the LAD. The Director agrees to suspend and automatically vacate the Penalty Amount upon the expiration of the Monitoring Time Period, provided:

- a. Respondents timely make all payments to Complainant as referenced in paragraphs 11 and 12 of the Consent Decree;
- b. Respondents comply with all the provisions of this Consent Decree; and
- c. Respondents are not adjudicated in any judicial or administrative forum to have committed any violations of the Law Against Discrimination or substantially similar anti-discrimination laws.

DEFAULT AND GENERAL PROVISIONS

14. In the event Respondents fail to comply with the terms of this Agreement, in addition to prompt payment of the total Settlement Amount owed to Complainant, the Penalty Amount of Ten Thousand dollars (\$10,000) shall be immediately due and payable upon notice by the Director. The Penalty Amount shall be paid by check made out to "Treasurer, State of New Jersey" and mailed to Housing Manager Russian.

15. In the event of a default by Respondents, the Director and/or Complainant shall provide Respondents with written notice of the specific details of Respondents' alleged noncompliance and Respondents shall be afforded a fifteen-day period within which to cure any such noncompliance. In the event of Respondents' failure to cure any such noncompliance, Complainant and/or the Director may move on notice or by Order to Show Cause to have the Judgment entered for Respondents' entire Settlement Amount, including the Penalty Amount.

Respondents shall have the right to submit opposition to any such motion or Order to Show Cause application filed by Complainant and/or the Director and to contest same on any return date.

16. Should Respondents be found in default or fail to timely pay the sums set forth in this agreement, it shall pay, in addition to the sums outlined in paragraph 13, any interest on the award as well as all reasonable costs, expenses and attorney fees incurred in any further proceedings or steps necessary to collect or enforce this Consent Order.

17. In the event that Respondents default with respect to any provision herein, Respondents hereby consent to the entry of this consent order and decree in the Chancery Division of the Superior Court of New Jersey, thereby making this Consent Order and Decree an Order of the Court for purposes of enforcement therein.

18. The parties to this Consent Order acknowledge that for the purpose of enforcement of this Consent Order, New Jersey law shall govern the terms and provisions herein.

19. As used in this Consent Order, the plural shall include the singular and the singular shall include the plural. In addition, "or" and "and" shall be interpreted conjunctively.

20. The parties to this Consent Order represent that a person authorized to sign a document legally binding each party to its terms has signed this Consent Order with full knowledge, understanding, and acceptance of its terms.

21. This Consent Order constitutes the entire agreement between the parties with respect to its subject matter. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties.

22. The parties to this Consent Order have negotiated and fully reviewed its terms. Uncertainty or ambiguity shall not, therefore, be construed against the drafter.

23. This Consent Order is executed in settlement of the allegations made against Respondents in the above-captioned matter, and shall not be construed to otherwise limit the authority of the New Jersey Attorney General or the Director of the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey.

24. Nothing in this Consent Order shall in any manner be construed to limit or affect the rights of any persons, other than the parties to this Consent Order, who may have a claim against Respondents or any individual or entity involved in this matter.

25. If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

26. This Consent Order shall be binding upon the parties to this agreement and their successors. In no event shall assignment of any right, power or authority avoid compliance with the terms of this Consent Order.

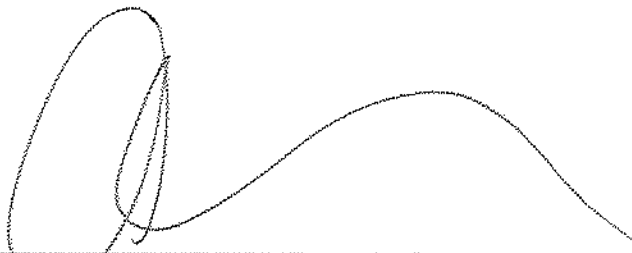
COMPLIANCE AND RELEASES

27. Any signature required for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Consent Order.

28. Complainant, for and in consideration of the undertakings set forth herein, and intending to be legally bound, does hereby REMISE, RELEASE AND FOREVER

DISCHARGE the Respondents and their employees, agents and predecessor, its successors and assigns, heirs, executors and administrators, of and from any and all manner of actions and causes of action, suits, debts, claims and demands, whatsoever in law or in equity, arising from the allegations of unlawful discrimination as set forth in the Verified Complaints filed in this matter on June 11, 2012 and given DCR docket No. HN25QT-63080.

29. Upon execution by all the parties, which includes the Director of the Division on Civil Rights, this Agreement shall operate as a complete and final disposition with prejudice of the charges contained in the above-noted Verified Complaints filed against the Respondents with the Division on Civil Rights, subject only to the fulfillment of all of the provisions of this Agreement. Upon the fulfillment of these conditions, the complaint shall be dismissed with prejudice



CRAIG SASHIHARA, DIRECTOR
NEW JERSEY DIVISION ON CIVIL RIGHTS

THE PARTIES CONSENT TO THE FORM, CONTENT,
AND ENTRY OF THIS CONSENT ORDER:

For Complainant Shakisha Wallace:


Shakisha Wallace

DATED:

For Division on Civil Rights:

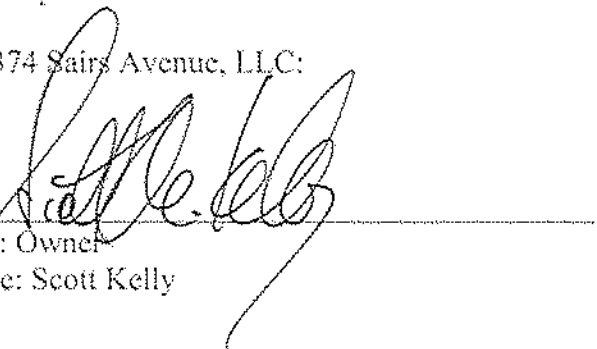
ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for New Jersey Division on Civil Rights

By: 
Beverley A. Lapsley, DAG

DATED: 4/20/16

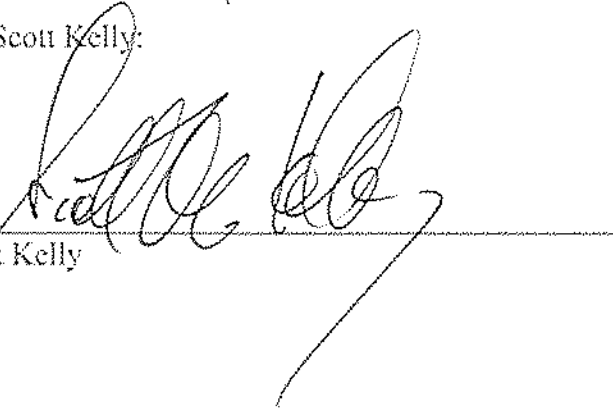
For Respondents:

For 374 Sairs Avenue, LLC:


Title: Owner
Name: Scott Kelly

DATED: 4/4/16

For Scott Kelly:


Scott Kelly

DATED: 4/4/16