

DRAFT 5-18-20

STATE OF NEW JERSEY

**DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS**

**In the matter of
ERA Young Real Estate**

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**Administrative Action
ASSURANCE OF VOLUNTARY
COMPLIANCE**

This Assurance of Voluntary Compliance is voluntarily entered into between the New Jersey Division on Civil Rights (DCR), which is charged with enforcing the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49 (the LAD), and ERA Young Real Estate (Respondent).

WHEREAS, the New Jersey Legislature created the New Jersey Division on Civil Rights (DCR) nearly seventy-five years ago to enforce the New Jersey Law Against Discrimination (LAD) and to “prevent and eliminate discrimination” in the State of New Jersey. N.J.S.A. 10:5-6.

WHEREAS, the LAD prohibits discrimination in housing, employment, and places of public accommodation on the basis of race, religion, gender, sexual orientation, gender identity or expression, national origin, disability, and other protected characteristics. N.J.S.A. 10:5-12. Specifically, the LAD prohibits discrimination by property owners, real-estate agents, and other housing providers based on a prospective tenant’s source of lawful income. N.J.S.A. 10:5-12(g)(1)-(2) & (h)(1)-(2); *see, e.g., Franklin Tower One, LLC v. N.M.*, 157 N.J. 602, 618-23 (1999); *Bell v. Tower Management*, No. A-3165-08, 2010 WL 2346651 (App. Div. April 26, 2010). Sources of lawful income include subsidies or vouchers provided by federal, state, or local rental-assistance programs, including Section 8 housing choice vouchers, SRAP (State Rental Assistance Program), and TRA (temporary rental assistance).

WHEREAS, the LAD also prohibits posting or causing to be posted any advertisement for the rental of any real property “which expresses, directly or indirectly, any limitation, specification or discrimination as to . . . source of lawful income used for rental . . . payments.” N.J.S.A. 10:5-12(g)(3) & (h)(3). The New Jersey Supreme Court has recognized that discrimination on the basis of source of income is particularly harmful because it impacts some of New Jersey’s most vulnerable residents. *Franklin Tower One*, 157 N.J. at 605-06.

WHEREAS, DCR opened an inquiry based on its receipt of information that between on or about August 15, 2018, and on or about August 8, 2019, Respondent posted advertisements on the website Zillow that DCR believes are in violation of the LAD. A list of the offending advertisements, the dates on which they were posted, and the statements in violation, together with a copy of each offending advertisement, is attached as Addendum 1. Respondent acknowledges posting or causing to be posted the 15 advertisements listed in Addendum 1.

WHEREAS, DCR considers Respondent’s actions to be in violation of the LAD’s prohibition of housing discrimination on the basis of source of lawful income and the LAD’s

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prohibition of housing advertisements expressing a preference, limitation or discrimination as to source of lawful income;

WHEREAS, Respondent does not admit to any violations of the LAD's prohibition of housing discrimination on the basis of source of lawful income and the LAD's prohibition of housing advertisements expressing a preference, limitation or discrimination as to source of lawful income; and

WHEREAS, Respondent, in the interest of compromise and the avoidance of the investment of time and expense which will necessarily be incurred with a lengthy litigation, would like to conclude this matter, and the parties having consented to this Assurance of Voluntary Compliance (the Agreement);

NOW THEREFORE, it is AGREED as follows:

- a. *Written Policy.* Respondent hereby agrees that all of its policies and decisions affecting persons who are seeking housing shall comply in full with the LAD. Respondent agrees not to implement any policy or carry out any act that has the purpose or effect of discriminating against any person because of race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, familial status, disability, liability for service in the Armed Forces of the United States, nationality, or source of lawful income used for rental or mortgage payments, including, but not limited to, vouchers or subsidies issued under any federal, state, or local rental assistance program.

Within thirty (30) days of executing this Agreement, Respondent agrees to provide written verification to DCR that it has drafted and implemented a policy prohibiting discrimination and reflecting the agreement herein to comply with all provisions of the LAD (the Written Policy). A model policy that can be tailored to Respondent's needs is attached as Addendum 2. The Written Policy must include a statement that any person who believes a violation of the LAD has occurred may contact DCR at (866) 405-3050 or online at www.NJCivilRights.gov, and may file a complaint with DCR within 180 days of the incident.

As part of implementation of the Written Policy, the Written Policy must be transmitted to all of Respondent's employees. It must also be provided to any property owner for whom Respondent is maintaining a property listing at the time the Written Policy is finalized, and to any property owner with whom Respondent signs a listing agreement following finalization of the Policy.

- b. *Revised Practice.* Respondent hereby agrees that he will comply with the LAD, and ensure that all housing opportunities will be open to applicants without regard to source of lawful income used for rental or mortgage payments. Respondent also agrees that he will not post advertisements expressing a limitation regarding source of lawful income, including federal, state, and local housing vouchers or subsidies, in violation of N.J.S.A. 10:5-12(g)(3).

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- c. *Training.* Within thirty (30) days, Respondent agrees to arrange for all staff and management involved in the advertisement, rental, or management of real property to receive training on compliance with the Written Policy and Revised Practice set forth above.
- d. *Penalty.* Respondent hereby agrees to remit a payment in lieu of penalty in the amount of \$3,000.00, which will be submitted to DCR within seven (7) days in the form of a check made payable to "Treasurer, State of New Jersey" and mailed to:

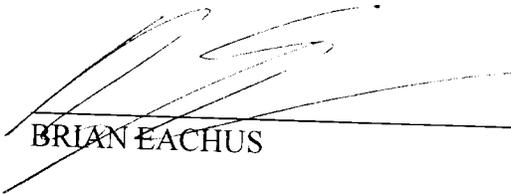
New Jersey Division on Civil Rights
Central Regional Office
140 E. Front St., 6th Floor
P.O. Box 089
Trenton, NJ 08625-0089
Attn: Lisa Haws

Respondent acknowledges that this payment in lieu of penalty addresses only the subject matter of this Agreement and does not affect the rights of any person or entity who is not a party to this Agreement. The DCR has no knowledge of additional allegations that Respondent violated the LAD as of the time this agreement is executed by the parties.

- d. *Poster.* Within thirty (30) days of executing this Agreement, Respondent agrees to provide written verification to DCR that it is currently displaying the Division's housing posters in a place easily visible to all prospective tenants, as required by N.J.A.C. 13:8 -1.1 to 8-2.3 and N.J.S.A. 10:5-12(j), and will continue to display such posters as required by the LAD.
- e. *Remedial Housing Assistance:* During the next year (365) days from the signing of this Agreement), Respondent agrees that he will undertake proactive efforts to assist at least twenty (20) persons receiving government housing vouchers in obtaining housing listed by Respondent. Respondent shall devote at least \$2,500 to these remedial housing assistance efforts, and make its best, good faith efforts to meet the requirements of this provision. Respondent shall report to DCR, beginning three (3) months from the date this Agreement is signed by all parties and every three (3) months thereafter, on the status of these remedial housing assistance efforts.
- f. *No Approval.* This Agreement is entered into by the parties for settlement purposes only. Neither the fact of this Agreement nor any provision contained herein shall constitute an approval, sanction, or authorization by any governmental unit of the State of any act or practice of Respondent or an admission that Respondent violated the LAD in any manner.
- g. *Authorized Representative.* Each party represents and warrants that the Agreement has been signed by an authorized representative of the party with full knowledge, understanding, and acceptance of its terms and that the representative has done so with authority to legally bind the party.

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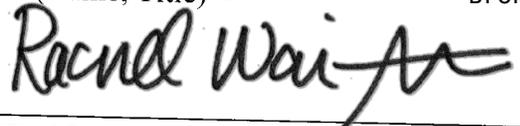
- h. Except as provided in this Agreement, no provision herein shall be construed as relieving Respondent of its obligations to comply with all State and federal laws, regulations or rules, as now constituted or as may hereafter be amended; or as granting permission to engage in any acts or practices prohibited by any such laws, regulations, or rules; or limiting any right that DCR may otherwise have to obtain information, documents or testimony from Respondent or to accept and/or investigate any other complaints against Respondent.
- i. Once executed, this Agreement shall operate as a complete and final disposition of this matter.
- j. DCR shall have the authority to enforce the provisions of this Agreement in court, or to seek sanction for violations thereof, or both.
- k. This Agreement is entered into by each party freely and voluntarily and with full knowledge and understanding of the obligations and duties imposed by this Agreement.
- l. The parties consent to the form, content, and entry of this Agreement on the dates beside their respective signatures (below).



 BRIAN EACHUS

6/18/20
 DATE

DocuSigned by:
 By: Brian Eachus
 (Name, Title) BERA YOUNG Broker



 NEW JERSEY DIVISION ON CIVIL RIGHTS
 By: Rachel Wainer Apter, Director

06/23/2020
 DATE