

**STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC
SAFETY
DIVISION ON CIVIL RIGHTS**

**In the matter of
Iridium Realty Group, LLC**

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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 Iridium Realty Group, LLC (Iridium or Respondent), an entity incorporated in New Jersey.

WHEREAS, DCR opened an inquiry based on its receipt of information that between on or about June 11, 2019 and on or about August 29, 2019, Iridium posted advertisements on the websites Craigslist and Zillow that DCR believes are in violation of the LAD. A list of the offending advertisements, the dates and websites on which they were posted, and the statements in violation, together with a copy of each offending advertisement, is attached as Addendum 1. Iridium acknowledges posting or causing to be posted the 35 advertisements listed in Addendum 1.

WHEREAS, DCR considers Iridium'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 prohibition of housing advertisements expressing a preference, limitation or discrimination as to source of lawful income; and

WHEREAS, Respondent would like to conclude this matter without the need for further investigative or enforcement action, 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 policies and decisions affecting persons who are tenants of Respondent or seeking an apartment from Respondent 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 (defined as having care or custody of a child under age 18, being pregnant, or being in the process of securing legal custody of a child under 18), 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 its 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.

- b. *Revised Practice.* Respondent hereby agrees that in compliance with the LAD, all housing opportunities will be open to applicants without regard to source of lawful income used for rental or mortgage payments. Respondent also agrees to cease and desist from posting ads 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).
- 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 \$15,000.00, 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.

- 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. 10:5-12j, and will continue to display such posters as required by the LAD.
- e. *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.

- f. *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.
- g. 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.
- h. Once executed, this Agreement shall operate as a complete and final disposition of this matter.
- i. DCR shall have the authority to enforce the provisions of this Agreement in court, or to seek sanction for violations thereof, or both.
- j. 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.
- k. The parties consent to the form, content, and entry of this Agreement on the dates beside their respective signatures (below).




 IRIDIUM REALTY GROUP, LLC

2/17/20

 DATE

By: Member

 (Name, Title)



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

02/18/2020

 DATE