

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND KATHIE CARMER

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is made and entered between Plaintiff, the United States of America (“the United States”), and Defendant Kathie Carmer (“Defendant”), through undersigned counsel. Together, the United States and Defendant are referred to herein as “the Parties.”

2. This Agreement resolves a Complaint filed by the United States on August 20, 2020, on behalf of Elizabeth Shibahara (“Complainant”), to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (“the Fair Housing Act”), as amended by the Fair Housing Amendments Act of 1988.

3. In its Complaint, the United States alleges that Defendant discriminated against Ms. Shibahara on the basis of familial status in violation of Sections 804(a), (b) and (c) of the Fair Housing Act, 42 U.S.C. § 3604(a)-(c). Specifically, the United States alleges that on or about November 28, 2018, Complainant called Defendant to inquire about a rental property in Florence, Oregon that Defendant had listed in an advertisement on Craigslist. Defendant inquired with Complainant about who would be living with Complainant. When Complainant disclosed that her four minor foster grandchildren would be living with her, Defendant made comments disapproving of Complainant leaving the children with a babysitter, and stated that the rental property did not sound like a good fit for Complainant. Defendant refused Complainant an opportunity to rent the home. Complainant subsequently filed a complaint with the Department of Housing and Urban Development.

II. RECITALS

4. The Parties agree that at all times relevant to the Complaint, Defendant was the sole owner and manager of a single-family residential property located at 61 Park Village Drive (“Subject Property”). The Subject Property is a “dwelling” within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b).

5. The Parties agree that the United States District Court for the District of Oregon has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

6. This Agreement is neither an admission of liability by Defendant nor a concession by the United States that its claims are not well founded.

7. Defendant does not admit that she violated the Fair Housing Act.

III. STATEMENT OF CONSIDERATION

8. The Parties agree that the claims against Defendant should be resolved without further litigation, and therefore agree to the terms of this Settlement Agreement. This Agreement constitutes full resolution of the claims in the United States' Complaint in this case against Defendant.

9. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal with prejudice of the lawsuit entitled *United States v. Carmer*, No. 6:20-cv-01423-MK ("Civil Action"), as set forth in Paragraph 15, herein. The Parties agree and acknowledge that this consideration is adequate and sufficient.

THEREFORE, the Parties agree as follows:

IV. GENERAL NON-DISCRIMINATION PROVISIONS

10. Defendant, and any officers, employees, agents, successors, and assigns, and all other persons or entities in active concert or participation with Defendant in her ownership, operation, or management of rental housing, will not:

- a. Refuse to rent after the making of a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of familial status, in violation of 42 U.S.C. § 3604(a);

- b. Discriminate against any person in the terms, conditions, or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of familial status, in violation of 42 U.S.C. § 3604(b);
- c. Make, print, or publish, or cause to be made any notice, statement, or advertisement with respect to the rental of a dwelling unit that states any preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c); nor
- d. Represent to any person because of familial status that a dwelling is not available for rental when such dwelling is in fact so available, in violation of 42 U.S.C. § 3604(d).

V. NOTICE OF NON-DISCRIMINATION POLICY

11. Within thirty (30) days of the effective date of this Agreement, Defendant will take the following steps to notify the public that she has a non-discrimination policy with all of her rental properties:

- a. Post an “Equal Housing Opportunity” sign in each of her rental properties in a prominent, well-lit location in which it is easily readable, and in any rental office through which her rental properties are rented, and at all other places on said properties in which announcements or vacancies are posted, which indicates that all rental units are available for rent on a nondiscriminatory basis. The sign must be no smaller than eleven inches by fourteen inches (11” x 14”) as required by 24 C.F.R. Part 110. Defendant will use HUD Form 928, copies of which are available on-line at the following link: <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>. A copy of the sign is also included as Attachment A.
- b. In all advertisements for rentals, including advertisements in newspapers, Internet web pages, flyers, handouts, telephone directories, signs (including at or near to the rental

properties), and other written materials, and on all rental applications and all leases, include either: (1) a fair housing logo and the words “Equal Housing Opportunity Provider,” *or* (2) the words “We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, disability, or familial status (having children under age 18).” The logo and/or words should be legible and prominently placed.

- c. All rental properties owned by Defendant are included in this relief, including but not limited to: 51 Park Village, Florence, OR; 61 Park Village, Florence, OR; 1221 Bay St., #202, Florence OR; and 32077 Calle Marquis, Temecula, CA.

VI. MANDATORY TRAINING AND EDUCATION

12. Defendant confirms that she has viewed and understood the on-line training about discrimination under the Fair Housing Act, as provided by the Fair Housing Council of Oregon, which is available to Defendant free of charge on YouTube at the following link: https://www.youtube.com/watch?v=VurfNkh97QM&feature=emb_logo. Defendant agrees to sign and date a certificate of completion and understanding of this training as provided in Attachment B.

13. Defendant will provide copies of this Agreement to any agents or employees whose duties, in whole or in part, involve the management of rental units, within ten (10) days after they begin employment or agency with Defendant, and secure the signed statement, conforming to Attachment B, from each agent or employee acknowledging that he or she has also attended the on-line training, and received, read, and understands the Agreement, and has had his or her questions about the Agreement answered. Any questions will be answered by Defendant or her counsel.

VII. EFFECTIVE DATE AND OTHER TERMS

14. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together will be

considered an original but all of which will constitute one Agreement. Facsimiles of signatures will constitute acceptable, binding signatures for purposes of this Agreement.

15. Upon signatures of the Parties, counsel will promptly sign and file in the Civil Action a Joint Motion to Dismiss with Prejudice the Civil Action against Defendant.

16. Each party will bear its own attorneys' fees, costs, and disbursements in connection with this litigation including the preparation, performance, and execution of this agreement.

17. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

18. This Agreement, along with Appendices A and B, constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts will be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding. This Agreement may not be amended except by written consent of all of the Parties.

19. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

20. This Agreement is binding on the Parties and Defendant's transferees, heirs, and assigns.

21. This Agreement is governed by and will be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it will be deemed to have been drafted by all Parties and will not be construed or interpreted against any Party for that reason in any subsequent dispute.

22. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another Party, the performance Party's duties or obligations under this Agreement will not be discharged or excused by the actual or alleged breach of the duties and obligations by another Party.

23. This Agreement is a public document. All Parties understand that the United States must disclose this Agreement, and information about this Agreement, to the public.

24. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions will not be affected thereby and said illegal or invalid part, term or provision will be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

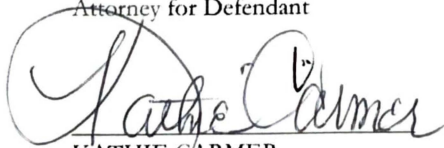
ON BEHALF OF THE UNITED STATES OF AMERICA:

BILLY WILLIAMS
United States Attorney
District of Oregon

/s/ Jared D. Hager
JARED D. HAGER
Assistant United States Attorney
Attorneys for United States

ON BEHALF OF DEFENDANT KATHIE CARMER:

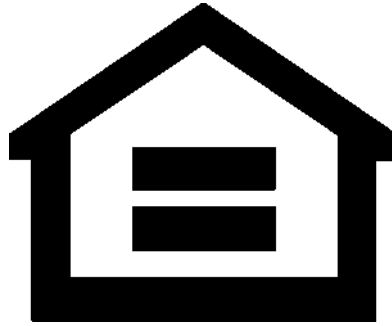
/s/ Rosalind M. Lee
ROSALIND LEE
Attorney for Defendant


KATHIE CARMER
Defendant

Signed on December 8th, 2020.



Appendix A



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or
residential lots

In the provision of real estate
brokerage services

In advertising the sale or rental
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

**Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:**

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

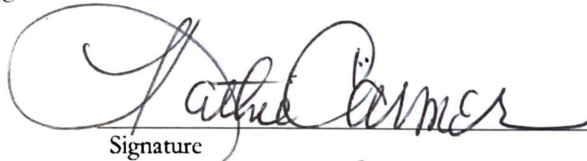
**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

Appendix B

TRAINING CERTIFICATE AND ACKNOWLEDGEMENT OF DUTIES

I, KATHIE CARMER acknowledge that on 12-4 (month and day), 2020 (year), I watched the complete video training provided by the Fair Housing Council of Oregon, available on-line at: https://www.youtube.com/watch?v=VurfNkh97QM&feature=emb_logo, regarding discrimination under the Fair Housing Act. I understood the training, and I understand and acknowledge my duties and responsibilities under the federal Fair Housing Act.

By my signature below, I also acknowledge that I have received a copy of the Settlement Agreement resolving the case between the United States and Ms. Kathie Carmer. I have read the agreement, and understand my duties in accordance with the agreement. I have had the opportunity to ask any questions about the agreement to either Ms. Carmer or her counsel.



Signature

KATHIE CARMER

Name

Retired

Title/Position

12-7-20

Date