

U.S. DISTRICT COURT  
SOUTHERN DIST. OHIO  
WEST DIV. CINCINNATI

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

*Enter*  
*John J. [unclear]*

HERBERT BROWN, et al., :  
 :  
 Plaintiffs, :  
 :  
 -vs- :  
 :  
 JOHN FEDERLE, d.b.a. :  
 FEDERLE REALTORS, et al., :  
 :  
 Defendants. :

CIVIL ACTION NO. 9051

CONSENT DECREE OF THE  
HAROLD W. HAGUE COMPANY  
D.B.A. HAGUE REALTORS

Indexed	_____
Docketed	_____
Journal	_____
Motion	_____
Issue	_____
Card	_____

On December 18, 1973, Herbert Brown, et al., plaintiffs, and the class of which they are members, caused to be filed a civil action against The Harold W. Hague Company, an Ohio corporation, d.b.a. Hague Realtors, erroneously referred to in the related complaint as Harold W. Hague, d.b.a. Hague Realtors. Subsequently, on October 16, 1975, James E. Davis, et al., and the class of which they are members, caused to be filed a civil action against The Harold W. Hague Company, an Ohio corporation, d.b.a. Hague Realtors, erroneously referred to in the related complaint as Harold W. Hague, d.b.a. Hague Realtors.

While the civil action of December 18, 1973, involved numerous defendants other than The Harold W. Hague Company, d.b.a. Hague Realtors, the word "defendant" as used throughout this consent decree should be construed to refer solely to The Harold W. Hague Company, d.b.a. Hague Realtors, with regard to its involvement, if any, in the aforementioned civil actions of December 18, 1973, and October 16, 1975.

The subject complaints and amendments thereto, as of this date, allege that the defendant violated the rights of plaintiffs secured by Title VIII of the Civil Rights Act of 1968, 42 U.S.C., Sections 1981, 1982 and 3601, et seq.

The defendant denied and continues to deny that it has violated the provisions of any federal, state or local laws. The plaintiffs wish to insure that defendant does not violate the aforementioned sections of federal law in its future operations. The defendant insists that no such violation

has occurred in the past and that it will continue to abide by all provisions of federal law notwithstanding the outcome of this litigation.

As a result of defendant's willingness to comply with the law, and the fact that plaintiffs' objective is to further assure such compliance by defendant, the parties have agreed that no purpose would be served by litigating the issues before the court and that the controversy can be more favorably resolved without the necessity of an extensive trial. Therefore, without a trial or adjudication of this matter upon the merits of the cause of action, the plaintiffs and the defendant have agreed to settle this case through the entry of this decree.

The court in its Order in this action of October 24, 1974, adjudged and decreed that this action should proceed as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, the classes being defined as follows:

(a) All property owners residing in or on their own real estate in areas of Hamilton County defined by Census Tracts in which no one race exceeds ninety percent (90%).

(b) All prospective purchasers of homes in Hamilton County who have had dealings with defendant since December, 1969, or have dealings with defendant during the pendency of this action.

The parties are in agreement that the obligations of defendant's sales associates as set forth in this decree do not affect the status of such sales associates as independent contractors under federal, state or local law.

I.

WHEREFORE, IT IS ORDERED that defendant and its respective officers, agents, employees, successors and those in active concert or participation with any of them be, and each of them is, hereby permanently enjoined from:

1. Refusing or failing to show, sell or rent, a dwelling to any person because of race, color, religion, national origin or sex.
2. Making a dwelling unavailable or denying a dwelling to any person because of race, color, religion, national origin or sex.

3. Failing to provide requested information to prospective non-white purchasers about homes in all-white or predominantly white residential areas on account of the race, color, religion, national origin, or sex.

4. Failing to provide requested information to prospective white purchasers about homes in changing or transitional areas on account of the race, color, religion, national origin, or sex of the party or parties.

5. Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of the services in connection therewith, including services relating to the financing of such dwelling, and including the provision of information with respect to such services relating to financing, because of race, color, religion, national origin, or sex.

6. Knowingly and intentionally making, printing, or publishing, or causing to be made, printed or published, any notice, statement or advertisement, with respect to the sale or rental of a dwelling that specifically indicates any preference, limitation or discrimination based on race, color, religion, national origin, or sex.

7. Representing to any person, because of race, color, religion, national origin, or sex, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact available, and when such representation was made for the purpose of not showing said property to such person because of race, color, religion, national origin, or sex.

8. Influencing or attempting to influence any prospective purchaser's locational choice on account of race, color, religion, national origin or sex, unless such influence is exerted as a result of responding to questions proposed by such prospective purchaser.

9. Knowingly and intentionally making or causing to be made statements with respect to the sale or rental of dwellings directly indicating a preference or discrimination by owner, neighbors, or company on account of race, color, religion, national origin, or sex.

10. Discouraging white persons from moving into areas on account of race, color, religion, national origin or sex of the present residents.

II.

The parties hereto further consent and agree and it is hereby ORDERED that defendant shall forthwith adopt and implement the following program to better insure that violations of federal, state and local laws will be prevented from occurring in defendant's future business operations.

1. The defendant shall continue to show no discrimination in the advertisement of listings because of race, color, religion, national origin or sex.

2. The defendant shall periodically advertise in newspapers that serve the non-white community. Said advertisement shall be placed in either the "Call Post" or "The Herald" newspapers at the option of the defendant, and one such advertisement shall be placed a minimum of one time every two months throughout the duration of this consent decree. The size and content of said advertisement shall be solely at the discretion of the defendant.

3. The defendant shall instruct its sales associates as to the basic context of this consent decree. Each sales associate shall be given a copy of Section I and requested to sign a receipt for same which defendant shall maintain during the life of this decree. If a sales associate refuses to sign a receipt, defendant shall note such refusal on the receipt.

4. The defendant shall further give notice of the non-discriminatory policies of the defendant by posting appropriate statement (such as "A Fair Housing Broker" or "Equal Housing Opportunity") in a conspicuous place on the premises of each of defendant's offices.

5. The defendant shall make space available in each of its offices for pamphlets and other materials dealing with aspects of fair housing and shall make said pamphlets or materials available upon request to all sales associates, employees, customers and/or clients.

6. The defendant agrees to cooperate with Housing Opportunity Made Equal of Cincinnati (H.O.M.E.), by the rendering of advice relative to the compilation of a pamphlet for distribution to its sales associates, such pamphlet undertaking to more clearly explain the idea of fair housing and related concepts as it applies to the sales associate in his or her daily business operation. This paragraph shall not be construed

so as to require monetary contributions by defendant.

7. The defendant agrees to include in its new associate orientation programs a minimum of two (2) hour presentation on fair housing and related concepts; and furthermore, defendant will permit and encourage a representative of H.O.M.E., to participate in such presentations. Moreover, defendant agrees to tape record this fair housing segment of each orientation program, and to submit a copy of said tape to H.O.M.E., or another designated organization for the purpose of constructive criticism related to the improvement of the presentation.

8. The defendant agrees to participate in the establishment of a "Board of Review", such Board existing for the purpose of hearing any cases alleging fair housing violations by defendant's sales associates and to give consideration to the recommendation of such Board of Review with regard to the guilt or innocence of the party involved and the remedy to be taken. Such Board shall consist of a total of three (3) members: one of same to be designated by the defendant, one of same to be designated by H.O.M.E., and one to be appointed by the two previously designated members.

9. The defendant agrees to retain copies of its listing contracts and sales contracts for a period of three (3) years from the date of the entry of this decree and shall make such contracts available to plaintiffs or their representatives in accordance with the following guidelines:

- (a) Such representatives may inspect said contracts and copy same at their costs providing the purpose for same is solely related to insuring enforcement of the Fair Housing Law as relates to the defendant and that all such contracts and the information obtained from them is kept confidential.
- (b) Such contracts shall be made available by appointment with the principal broker or his designee for that purpose during normal business hours, provided that plaintiffs shall endeavor to minimize any inconvenience to the defendant and shall not inspect such contracts of the defendant more than once every 180 days.
- (c) The plaintiffs or their representatives shall not be permitted to inspect and copy said contracts of the defendant if such defendant chooses to provide the information which the court determines is sufficient to serve the plaintiffs' purposes.

10. The defendant agrees to pay plaintiffs the sum of THREE THOUSAND DOLLARS (\$3,000.00), for their share of court costs and attorneys' fees.

11. The defendant agrees to make three (3) yearly payments of ONE THOUSAND DOLLARS (\$1,000.00) each, commencing in the month of February, 1976, and terminating in the month of February, 1978, to H.O.M.E., or its designated representative, which may be used for any purpose which H.O.M.E. shall deem proper to the furtherance of the concept and the enforcement of the Fair Housing Law.

III.

The parties hereto further consent and agree and it is hereby ORDERED that no contempt proceedings shall be initiated against defendant, The Harold W. Hague Company, d.b.a. Hague Realtors, for the illegal acts of its sales associates or acts of its sales associates inconsistent with the provisions of this decree, if defendant:

- (a) Has given the sales associates instructions as to the non-discrimination policy of the company;
- (b) Had no knowledge of such act(s) prior to occurrence thereof;
- (c) Takes action to deter a reoccurrence of such behavior.

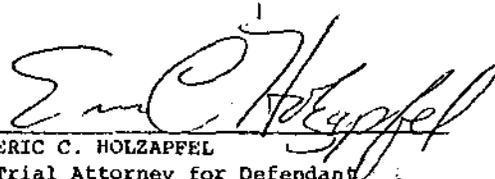
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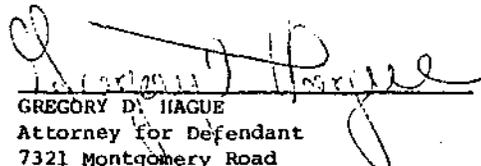
The parties hereto further consent and agree and it is hereby ORDERED that in the event the defendant is in substantial compliance with the provisions of this decree, plaintiffs agree that any future civil actions instituted because of alleged violations of the Fair Housing Law and/or related concepts by defendant's sales associates shall be brought against the particular sales associate(s) solely and individually, and defendant shall not be joined in any such future suit(s), whether under a theory of direct and/or vicarious liability. This paragraph shall not apply to an individual who alleges that he was discriminated against because of race, color, religion, national origin or sex in a bona fide attempt to purchase a specific residence by a sales associate of Hague Realtors.

V.

The parties hereto further consent and agree and it is hereby ORDERED that this decree shall terminate three (3) years from the date of entry thereof.

  
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