



# INDIANA CIVIL RIGHTS COMMISSION

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Indiana Civil Rights Commission

May Monthly Meeting

May 21, 2010

11:00 a.m.

Indiana Government Center South

Conference Center Room A

402 W. Washington Street

Indianapolis, Indiana 46204

The public hearing in the above-captioned matter was held before the State of Indiana Civil Rights Commission on Friday, 21st day of May, 2010, at 11:00 a.m., in the Indiana Government Center South, Room A, 402 W. Washington Street, Indianapolis, Marion County, Indiana 46204, and reported by me, Deborah J. Pearce, Notary Public in and for the County of Hamilton, State of Indiana.

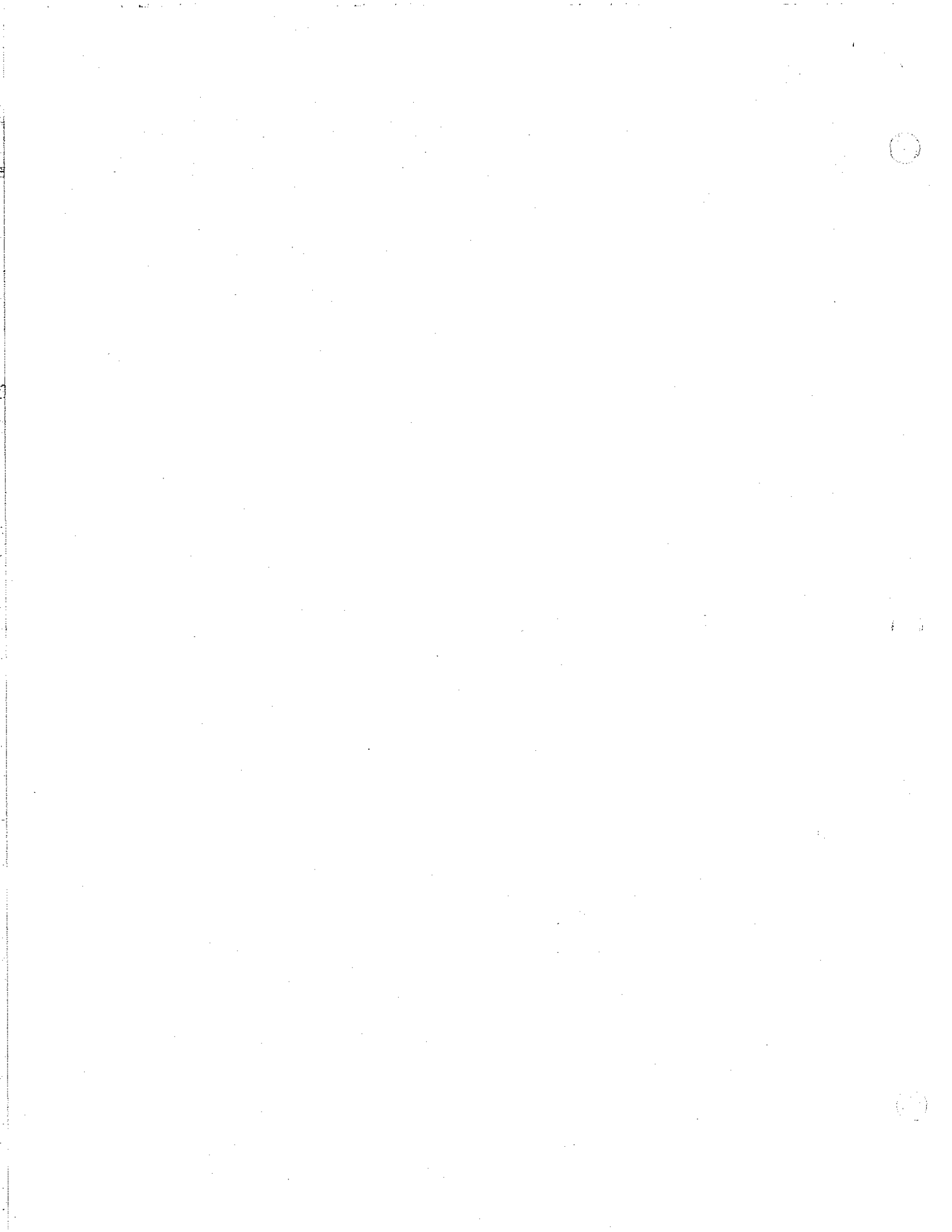
“Morality cannot be legislated, but behavior can be regulated.” – Dr. Martin Luther King, Jr  
William F. Daniels, Prop. RPR/CP CM

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ACCURATE REPORTING OF INDIANA  
William F. Daniels, Prop. RPR/CP CM  
12922 Brighton Avenue  
Carmel, Indiana 46032  
317-848-0088

1 CHAIRWOMAN BLACKBURN: Good morning. Indiana  
2 Civil Rights Commission is now in public meeting,  
3 and we have a quorum.

4 We would like next to approve and adopt the  
5 meeting minutes.

6 Do you have a motion?

7 MR. CARTER: So moved.

8 CHAIRWOMAN BLACKBURN: All in favor?

9 THE COMMISSION: Aye.

10 CHAIRWOMAN BLACKBURN: All approved.

11 And next the financial report.

12 MS. ESSEX: Good morning. We are closing in  
13 on the end of our fiscal year. We are in the  
14 process of making our final reimbursement  
15 transfers from the HUD and the EEOC Corporative  
16 Agreements that'll carry us through the end of the  
17 fiscal year.

18 And it does appear that we will meet our  
19 reversions, if not exceed it, this year. We're  
20 hoping that -- we don't want to exceed it by too  
21 much. We don't want to not utilize funds that we  
22 could, but I'll entertain any questions anyone has  
23 at this point. You should have a financial  
24 statement in your packet.

25 CHAIRWOMAN BLACKBURN: Are there any

1 questions about the financial report? It's very  
2 clear. Do I have a motion to accept?

3 MR. RAMOS: So moved.

4 MR. CARTER: Second.

5 CHAIRWOMAN BLACKBURN: Anyone opposed?

6 Old business: National Fair Housing Alliance  
7 vs. Kostas Poulakidas.

8 I understand you would like to speak,  
9 Mr. Poulakidas?

10 MR. POULAKIDAS: I appreciate the time. Just  
11 to give you some background. The reason -- I'm  
12 the Respondent in this case, and the reason why  
13 I'm asking to speak is I filed a motion back in, I  
14 think it was April 29th, asking this commission to  
15 do two things under Indiana Code 4-21.5-3-31, it's  
16 a joint motion.

17 First, it's asking you -- you have the  
18 authority to stay the final order, and I'm asking  
19 you to stay the final order because the deadline  
20 for filing in the Court of Appeals is on Monday.  
21 And rather than going through the process of the  
22 Court of Appeals, that is going to extend the  
23 length of that process and also the cost of this  
24 process, I ask you to stay and modify and review  
25 that motion.

1           And also the attached petition for review  
2           that was filed. The mailing was filed late, and  
3           if you read through the beginning of the motion,  
4           there was some crossings in the mail, but it was  
5           filed late. But you also have the discretion to  
6           view untimely petitions.

7           That being said, regardless of the  
8           timeliness, you also have the ability under a  
9           separate statute, just to review the final order  
10          and state its finality. By doing that, it would  
11          postpone the triggering of the date for appealing  
12          with the Court of Appeals.

13          The second part of the motion is asking for  
14          you to review and modify the order so that you can  
15          review, basically, the facts that are attached to  
16          this order and my concerns with the final order.

17          The reason why I think it's important -- and  
18          I talk about this within the motion I filed, is I  
19          think the ALJ order is defective on a number of  
20          components. One is a fact --

21                CHAIRWOMAN BLACKBURN: I'm sorry, I couldn't  
22          hear you.

23                MR. POULAKIDAS: -- one is a factual  
24          component; and two, a legal component. The legal  
25          component concerns me greatly, and I think this is

1 where in terms of if it is filed with the Court of  
2 Appeals, we're going to see a lengthy process.

3 At least in my mind, I feel you should be  
4 able to give a straightforward answer when you  
5 review the case law, the Indiana and Federal case  
6 law. And when I say the Indiana law, I'm talking  
7 about the Supreme Court case law explicit in the  
8 correct legal standard that should be applied, and  
9 also factually.

10 I don't want to take up too much time, but  
11 just to give you an outline of what I'm asking.  
12 This case involves the word "couple" which was  
13 used in an ad that was posted on Craigslist.

14 My wife and I moved from a house to a  
15 different house expanding our family and needing  
16 the bigger place. And rather than sell it, we  
17 said, "Let's just rent it out and we'll hold onto  
18 it and try to make enough to clear the mortgage  
19 and what not."

20 And we've been able to do that somewhat  
21 successfully. And in there, it stated it's a  
22 "Two-bedroom, two-bath condominium." And, in the  
23 ad it says, after it described the location, that  
24 it's, "A great place to live, two bedrooms, two  
25 baths, expansive, and a lot of space" -- and that

1 information is in the petition there.

2 It also stated because of its proximity to  
3 IUPUI Medical Center and has two bedrooms and two  
4 baths, "Perfect for professionals, students, and  
5 couples," because it's a two bedroom and two bath.

6 Fair Housing Alliance did a random search and  
7 my name popped up; and with a name like mine, it  
8 was easy to track me down. And they tracked me  
9 down, and that was indeed my residence. And the  
10 conversation was we're trying to rent it out, and  
11 they indicated that the word "couples" was  
12 discriminatory.

13 And that kind of got me scratching my head --  
14 because in my mind it was used for -- a two  
15 bedroom would be good for two people living there.  
16 That's not to say that one person couldn't live  
17 there.

18 That doesn't means also that you don't want  
19 children living there. In today's world, what you  
20 have in the complex includes married couples;  
21 single couples; married couples with kids; without  
22 kids; single couples; same-sex couples, with and  
23 without kids. And, again, to me that didn't  
24 strike me as a discriminatory term.

25 It also didn't -- and this is going to the



1 factual issue -- is that between 16 and 22 people  
2 looked at this with the word "couple" in the ad,  
3 and that included those that were single. And we  
4 ultimately rented to a single person, and that's  
5 something which should be noted is that we  
6 attracted the very person that you're saying it  
7 discriminated against.

8 It also attracted two single mothers who  
9 looked at the place. Ultimately, they decided --  
10 and indeed we negotiated for them to move in. But  
11 they said, "Well, it's a two bedroom, too much  
12 space, and in Cloud County, the rent is too much."

13 And in the order, indeed with all of this  
14 evidence to the contrary, that the very types of  
15 people that they were saying were discriminated  
16 against looked at and, indeed, wanted to rent the  
17 place.

18 What the order says is that because one  
19 single mother indicated that she was a single  
20 mother, and if that would be okay, that that was  
21 sufficient to establish that this ad was  
22 discriminatory.

23 I find that very problematic. Because if you  
24 read the context of the e-mail that it was in, it  
25 was, "I'm a single mother," and as a method for

1 negotiating -- and when you negotiate the terms of  
2 a lease, that's very common. And I'm sympathetic  
3 to that.

4 Ironically, this past month in this same  
5 condominium, the lease expired. We used the exact  
6 same ad, with the exception of the word "couples,"  
7 it isn't in the ad for the same -- I don't want to  
8 have to go through this again a second time.

9 And a single mother -- and I can submit the  
10 e-mail -- said, "I'm a single mother, would you  
11 rent for a lower dollar amount?" Which got me  
12 thinking as I come before you, if the same kind of  
13 response to that ad happened regardless of whether  
14 the word "couple" is inside the ad, how can it be  
15 viewed as discriminatory?

16 So that's the factual background. And again  
17 the order doesn't take into account any of the  
18 other evidence that's in the record and, you know,  
19 was discussed in what I consider a lengthier  
20 hearing. It took us about three hours or so. So  
21 that's the background in terms of overall context.

22 Legally -- switching gears -- to what I think  
23 is problematic and why it merits a successful  
24 appeal, hopefully resolved at this level, is one,  
25 under Indiana Federal Law there's no place that

1 says the word "couples" is discriminatory.

2 The only place that Fair Housing Alliance  
3 indicated -- there was a memo from 1993 from HUD,  
4 that is a general guidance memo. And there's one  
5 sentence in this multipage document that -- well,  
6 first, this is general. This is meant purely for  
7 guidance, and that housing ads should be viewed in  
8 context of the entire ad.

9 And I think that's really important. There's  
10 case law that also backed that up. And in there  
11 the word "couple" is used as a word that could be  
12 viewed as discriminatory. Not that it is, but in  
13 the context of the ad that it could be  
14 discriminatory.

15 And I think "two-bed/two-bath good for  
16 couples" -- it's describing the property, not  
17 saying a preference for the type of person that  
18 you would want in there.

19 Which I believe would be discriminatory if  
20 only married couples were in there, or if it says  
21 couples with children, without children, I could  
22 see that. But it doesn't go that far.

23 And again in Federal Law and Indiana State  
24 Law, both statutory and case law, there's no  
25 grounds for that.

1           Then let me conclude here on this last point  
2 which is my concern with the standard that was  
3 applied. What was applied within the order was  
4 the ad read from the perspective of an ordinary  
5 reader or ordinary person.

6           And it was deemed that this one person's,  
7 their one perspective of that ad through the eyes  
8 of the ALJ -- which I don't think it was how they  
9 were trying to communicate it, is deemed  
10 discriminatory. That's incorrect.

11           The case law that was used to support that  
12 standard, one that is used in housing  
13 discrimination or -- I'm sorry, housing  
14 discrimination cases that were racially based,  
15 where there's a number of them, and, indeed, many  
16 of them were conflicting.

17           And if you go back -- this is within the  
18 petition I'm asking you to review and consider,  
19 and hopefully modify the order -- is in those  
20 cases it talks about were explicit versus what  
21 we're trying to say, which is the word "couples"  
22 which is an implied discrimination.

23           And you -- in all of those cases where  
24 that -- the standard is an ordinary reader,  
25 ordinary listener, it's they're all implicit in

1 the sense that it's someone who says there is only  
2 one case. I don't want kids living here.  
3 Discriminatory. The ordinary person, how they  
4 view that, it would be viewed as discrimination,  
5 not implied.

6 All the other cases dealing with racial  
7 discrimination, and a lot of them have to deal  
8 with ads that have only whites, white people in  
9 the advertisement versus a mixed race. And those  
10 cases are indeed conflicting. And some of those  
11 cases under a review of the facts and content say  
12 that that ad might be discriminatory, whereas  
13 others say no.

14 So it's very factual and context based. What  
15 the Indiana Supreme Court has is a completely  
16 different standard for housing discrimination  
17 based off of family status. And there's two  
18 tests -- and I don't want go into them here,  
19 they're within the document -- but what,  
20 essentially, it says is that you have to show that  
21 there's an intentional discrimination against  
22 someone that has a child, or in this case, would  
23 be single.

24 The order says this -- it acknowledges that  
25 this is not an intentional discrimination where

1 someone has said, "No, you have a child, you  
2 cannot live here," or it's that kind of context.

3 The second standard is the impact. What was  
4 the impact of the discrimination that occurred? I  
5 don't believe that occurred, because, again, the  
6 very people who read this ad and came to view the  
7 property are the very people that they are saying  
8 were impacted. That doesn't make sense.

9 But even if you can establish what the  
10 standard is that applies, even if you can  
11 establish that there was discrimination, that  
12 people read the ad and said, "Well, I think what  
13 they mean is it's not for me," you have to show  
14 that's the case.

15 And, indeed, you have to show that that's the  
16 case. And if that's established, and that person  
17 was not rented to, the Respondent -- in my case --  
18 can establish that there's a reason for that, why  
19 that occurred, why someone else was rented to,  
20 rather than in this case, the single mother.

21 And, again, if you go back to the -- what the  
22 order had on it, and it's easy -- well, it is  
23 because of the comment of a single mother saying,  
24 "Would you rent to a single, working mom, who's  
25 single, for a lesser amount of money?" And I've

1           been asked that, then what you're asking for, the  
2           content of that, isn't discrimination.

3           The context is, would you rent for a lower  
4           amount of money. That individual -- it was  
5           because they wanted half the rental price, and  
6           that's something that my wife and I couldn't  
7           afford. So to assume that the second legal  
8           standard of that discrimination occurred, I think  
9           is a stretch.

10          And that's why I'm here. Rather than having  
11          to make this case before the Court of Appeals,  
12          file the pleas, incur the legal expense, I'm  
13          hoping you -- that you understood your authority  
14          to stay the order, stay the effect of the order  
15          and review and, hopefully, modify the order, so  
16          that -- indeed reverse the order would be my  
17          preference.

18          And I hope that there is no harm if there was  
19          no discrimination. And, again, in terms of harm,  
20          the deadline for me, the month I have to file, and  
21          I realize that's short notice and hence my concern  
22          for making sure I was here today to make that case  
23          for you.

24          In terms of judicial economy, if I'm in a  
25          situation where I'm looking to start a process

1 that I hopefully don't have to start by having you  
2 just simply stay the order and come back with  
3 information that you're looking at that.

4 If indeed you look at it, and you come back  
5 to the exact same conclusion that it was  
6 discrimination, so be it, and we can move forward  
7 with the process of the Court of Appeals. But if  
8 there's a way to remedy now, rather than that  
9 process that's going to take another six or seven  
10 months.

11 In a former life, I did appellant briefs for  
12 the AG office. It's expensive, and it's something  
13 I would prefer to remedy here at the agency level  
14 rather than having to incur the time or expense --  
15 from my perspective as a respondent who probably  
16 shouldn't have been here in the first place.

17 So, I appreciate your time and hope you  
18 consider what I'm asking of you. Thank you.

19 COUNCILWOMAN BLACKBURN: Thank you. I  
20 suspect, Mr. Bremer, that you have a few things  
21 you'd like to say.

22 MR. BREMER: I'm appreciative of the  
23 Council's concern about the time that would be  
24 devoted to writing a response to an appeal or  
25 petition for judicial review in the Court of



1 Appeals. It's certainly my approach to that would  
2 be to basically cut it off at the kneecaps and say  
3 there has not been an exhaustion of administrative  
4 remedies.

5 ~~And the statute does speak to the issue of~~  
6 what that means, which is that the objections have  
7 to be filed within 15 days after the order is  
8 served -- the final order -- I mean, the proposed  
9 order is served. And that was not done in this  
10 situation.

11 In fact, in this circumstances Mr. Poulakidas  
12 has misinterpreted the order and thought that was  
13 the final appealable order.

14 The second thing is this: We know you've  
15 been invited to wander all around into what the  
16 effect of the ad would be, and what it was, in  
17 fact. But when it comes down to it, the statute  
18 is clear. The language that Judge Lange referred  
19 to said that this place was perfect for couples.

20 Now, our -- looking at my argument here --  
21 the Indiana Fair Housing Act says that, "No person  
22 may make, print, or publish, or cause to be made,  
23 printed, or published any notice, statement, or  
24 advertisement with respect to the sale or rental  
25 of a dwelling that indicates any preference within

1 the description or based on familial status."

2 So it's in the making of the ad, regardless  
3 of what the result was. There could have been  
4 multiple families that applied in response to this  
5 ad, with lots of children, and, exclusively, only  
6 families with children, it still wouldn't make any  
7 difference. The focus is on the wording of the ad  
8 itself.

9 The plaintiff -- or the Complainant in this  
10 case -- is an agency that's devoted on a regular  
11 basis to helping agencies like this enforce these  
12 housing discrimination laws when it gets down to  
13 these advertising matters.

14 By being diligent in this area, which  
15 probably the state could not afford to do what  
16 they do, they put out the word and make it clear  
17 that you cannot make it like you would only accept  
18 a couple and not a family.

19 They're right on -- they're almost a  
20 quasi-law enforcement agency. They put a lot of  
21 resources into this, getting to and finding ads  
22 just like this. And when one appears, no matter  
23 how innocently -- and I don't care if the person  
24 that ultimately rented it was a family with ten  
25 children -- the point is that if that ad was

1 allowed to stand, other people will see that ad,  
2 other landlords will see that ad, or potential  
3 landlords, and think it's okay.

4 Nobody sits around, that has an apartment to  
5 rent, and at their leisure reads through the  
6 statutes. And so it's very important that these  
7 newspaper advertisements and so forth, when you go  
8 through them, you don't see something like this  
9 that leads you off the path.

10 And so the whole emphasis on the -- well,  
11 the -- we only had one person ask the question,  
12 "I'm an unmarried female and I have a child, do  
13 you rent to that?" Yeah, that came out in the  
14 transcript in the hearing, but that's irrelevant.  
15 It doesn't matter if there's only one.

16 In fact, Judge Lange only refers to it in  
17 passing. He said that it may be that the reader  
18 really does not have a preference or limitations  
19 to the types of persons or families that it  
20 mentions, however the ordinary person reading the  
21 ad would conclude that the landlord prefers the  
22 types of persons mentioned. And he is just saying  
23 this in passing.

24 Indeed, two single mothers called and one of  
25 them asked the whether a single mother with

1 children could rent the condo.

2 Then, Judge Lange goes on and finds in  
3 paragraph seven, the ad clearly is likely to have  
4 had a deterrent effect on some individuals or some  
5 individuals with minor children. So it's the  
6 effect, objectively. That's what I'm emphasizing.  
7 What is the objective of the ad? And that's what  
8 Judge Lange made his decision on. He didn't have  
9 to have this one single mother to make his case as  
10 to how it affects others. It's not subjectively  
11 what happened, it's subjectively what was done  
12 with the ad.

13 The Complainant strongly objects to the  
14 commission basically taking this back and looking  
15 at it. We believe the commission was correct in  
16 adopting Judge Lange's order in the first place,  
17 and I'm sure you didn't just rubber stamp it. You  
18 read his proposed order and adopted it on the  
19 basis of the merits, so we object to what  
20 Respondent suggests should be done.

21 CHAIRWOMAN BLACKBURN: Thank you very much,  
22 Mr. Bremer.

23 Well, Commissioners, the issue at hand is  
24 whether or not the merits of this case -- is  
25 whether it should be commended to be looked at

1 again to vacate it, to reserve what we have  
2 already done.

3 But you have to do that in light of the fact  
4 that it has been untimely filed.

5 So are there any comments or questions?

6 MR. RAMOS: I have some questions, but I  
7 prefer to do it in closed session in just  
8 discussion between us versus open. I don't know  
9 how you like --

10 MR. LANGE: You can't go into closed session  
11 and then come back into open session.

12 CHAIRWOMAN BLACKBURN: Right.

13 MR. LANGE: If you do that, you're going to  
14 have to vote on this next month.

15 MR. BAYNARD: How many days late was this  
16 filed?

17 MR. POULAKIDAS: It was filed -- the order  
18 came out approximately, yeah, it would be  
19 approximately 10 days, 10 days.

20 MR. LANGE: I thought it was 14.

21 MR. POULAKIDAS: 14. And as soon as --

22 MR. LANGE: I believe the proposed discussion  
23 was the 23rd of March.

24 MR. POULAKIDAS: Yeah, the proposed.

25 MR. LANGE: And as I calculated it, since you

1 filed yourself, you were down on April 13th, if  
2 that's a Monday. Does somebody have a calendar?

3 MR. POULAKIDAS: Yeah.

4 MR. LANGE: And you actually filed on the  
5 27th?

6 MR. POULAKIDAS: Yeah, the order came out on  
7 the 23rd.

8 MS. ESSEX: April 12th is a Monday.

9 MR. LANGE: Excuse me, the 12th. You count  
10 every day, and you get an extra three because you  
11 were served by mail. So that would be 18 days by  
12 the 23rd, and it would be 12 to 27, so 15 days  
13 late.

14 MR. POULAKIDAS: And I'll acknowledge that.  
15 My interpretation was that the final order, which  
16 came from there -- not having practiced here  
17 before -- 30 days, I hadn't heard back on whether  
18 this was going to come before you folks.

19 I contacted Mr. Bremer and said, you know,  
20 "I'd like to attend there, I'd like to state my  
21 case before they make it final."

22 And he said, "You need to file your  
23 objections, and you needed to do that a week-ish  
24 or so ago." That's when I realized.

25 Again, I'll acknowledge my untimeliness. I'm

1 not going to try to get around that. But I  
2 immediately afterward filed the objections with  
3 the hope that because there's law out there --  
4 just because the statute -- and, again, I put it  
5 within my petition to review and file -- this case  
6 law that gives you discretion to still review a  
7 petition and objection, even if it is untimely,  
8 for the very reasons -- which are judicial review,  
9 so it's not going to the Court of Appeals. You  
10 can look at that argument. Again, I've outlined  
11 that.

12 This is my opinion, but there's factual  
13 issues also -- the Indiana standards that apply.  
14 And had the correct standard been applied, I think  
15 the facts would require -- and just to respond to  
16 Mr. Bremer I understand you talked about  
17 exhaustion of remedies, but that objection doesn't  
18 exhaust the remedies.

19 That's something I would have done. I missed  
20 out on that opportunity, but again, under  
21 4-24.5-3-31 separate from that, completely  
22 separate from the untimeliness, there's this  
23 Commission's statutory ability for two reasons to  
24 stay the order, and also review and modify. And  
25 that is irrespective of whether you decide at your

1           discretion to review that, to review that  
2           petition.

3           So what I'm asking you to do is actually  
4           review it, but under a completely different  
5           statutory remedy.

6           CHAIRWOMAN BLACKBURN: I understand. Is  
7           there a decision on the part of the Commission to  
8           review or modify --

9           MR. GARCIA: I've got a question. Going back  
10          to Mr. Poulakidas, you and your wife sat at a  
11          kitchen table and wrote an ad and called the  
12          newspaper with the ad?

13          MR. POULAKIDAS: It was me. I've got to tell  
14          you what was going through my mind, and that is  
15          what can we put in the ad that -- we're looking to  
16          move out of this place, and I'm trying to think of  
17          some verbiage about how to sell it, you know --

18          MR. GARCIA: I want to keep this simple. So  
19          you write the ad, call them up, and they put it  
20          in. They don't vet it or anything?

21          MR. POULAKIDAS: No.

22          MR. GARCIA: Now the Fair Housing Alliance,  
23          they just pick up a newspaper and start looking at  
24          these, rather than calling the newspaper and  
25          giving some examples. And somebody has to be a



1 better lawyer than him, because you got to read  
2 the statutes before you place an ad.

3 Now we're sitting here listening to this. I  
4 can't believe this. This National Fair Housing  
5 Alliance should be sitting there writing some  
6 sample ads so that they're listed in the paper,  
7 you pick it up, and you can modify it slightly.  
8 Either way -- jeez, I guess I've got to be careful  
9 if I've got to rent the condo when my mom moves  
10 out. I've got to get a lawyer, a good lawyer, and  
11 read the statute.

12 But just getting back to the beginning, I  
13 think -- and the courts have a lot more important  
14 things to do, I think, than let this go on. And  
15 maybe I'm being too simple about it, but that's  
16 all I've got to say. But is that it?

17 MR. BREMER: Well, you have to draw the line.

18 MR. GARCIA: I understand that.

19 MR. BREMER: And either this is conducive to  
20 the policies of national laws and state laws  
21 regarding open housing, or it isn't.

22 MR. GARCIA: I understand.

23 MR. BREMER: And that's where the line is.

24 MR. GARCIA: There's a lot of stuff that's  
25 broken in the country, though, and rather than

1 going out and looking for ads that pick on people,  
2 I think they should be --

3 MR. BREMER: Of course, now, this ad was on  
4 the internet, it wasn't in the newspaper. And  
5 they have a staff and they basically go through  
6 all of the Craigslist -- this was on Craigslist --  
7 and identify certain words like this that merit  
8 further looking at, and that's how they get into  
9 this.

10 MR. GARCIA: Certainly I'm not going to go to  
11 Krieg DeVault to try to get an attorney to write  
12 me an ad. That's a pretty good company and a lot  
13 of good lawyers there. I don't know --

14 MR. POULAKIDAS: You bring up a good point,  
15 because I brought this up in the hearing. I  
16 thought it got to -- I did not think I would ever  
17 be here. I thought it was straightforward to go  
18 through the process and clarify.

19 At the hearing, what they talked about is  
20 they have in Washington, D.C., I think they have  
21 an internal -- and just recently now it's a paid  
22 staffer; young, I think early 20s; you know, a  
23 young person out of school, basically; no legal  
24 background at all, whether in Indiana or federal  
25 law.

1           They have a list of names on there; and  
2           within that list of things that this intern or  
3           staffer is supposed to look at, the word "couples"  
4           is on there as is the word -- I think a lot of  
5           other words that aren't in the law, like  
6           "Jewish" -- it would be on there, but so would a  
7           lot of other words -- and this person just scanned  
8           through the Craigslist. And if that word,  
9           irrespective of whether -- the context -- if that  
10          word pops up, it's considered a discriminatory  
11          act.

12           In there, they talked about something like it  
13          was a massive amount, I want to say in the tens of  
14          thousands that were targets, that had words that  
15          might be discriminatory, and it ultimately came  
16          down to that they only filed claims on, again, a  
17          fraction of that.

18           I think it came down to less than 1 to 2  
19          percent, if you actually do the numbers, and of  
20          that, most people -- they file that, and most  
21          people don't fight. They don't fight it. They  
22          don't know. They're not attorneys. Which you  
23          shouldn't have to be.

24           And something else, when I was contacted by  
25          the Commission, they said, "Well, you know, it's

1 discriminatory."

2 And I said, "How is it discriminatory?"

3 And they said, "'Couple', that's a  
4 discriminatory word." I think I disagree with  
5 that, I think it's inclusive.

6 It's talking about two bedrooms, two people,  
7 regardless of whether they have kids or not. And  
8 the interesting thing is I've already rented it  
9 out, ironically, to a single person that lives  
10 there.

11 I'll take the language out. I'm fine with  
12 that. If there is suggested language or a  
13 suggested ad, that's fine; and can you send it to  
14 me? I'm on the same page. If that's how they see  
15 it, that's fine. I don't, and I'll take that  
16 down.

17 And the response was, "That's great that  
18 you're willing to remedy this, but we want rent.  
19 We want one month's rent from you."

20 And I'm like, "You're kidding." This is  
21 basically a shakedown, and that's why I'm here.  
22 It's because here I am, that's fine. I disagree  
23 with you. I'm willing to fix whatever error there  
24 is in your eyes, and you come back and you tell  
25 me, "Well, you got to pay."

1           And later they say, "We incurred all of these  
2 costs." And shouldn't that be on you? If you're  
3 going to take that stance, if that's your -- if  
4 that's what you do, if that's what you guys get  
5 paid to do, well, why am I supposed to reimburse  
6 you?

7           And I asked, "Do you have some sample ads I  
8 can use?" And they said, "There is a class." I'm  
9 open to that. Maybe I'll get CLE credit for it as  
10 well. I'm open to learning about it. But we  
11 can't -- one month's rent wipes out, like,  
12 whatever margin we have on that. We're just  
13 renting it because we don't want to lose \$20,000  
14 in Marion County to sell it. And that's why I'm  
15 here. It's a shakedown.

16           Here's the irony that really bothers me, as  
17 an attorney, as someone in our justice system, is  
18 what I can do is I can have my secretary go out,  
19 do the same internet search, find words that may  
20 or may not be discriminatory. I can then have you  
21 guys have a hearing, do all of the evidentiary  
22 review, negotiate it, and when the other person --  
23 I don't have to do any work.

24           And when they come back and say, "Okay, we'll  
25 fix it, we're okay with that," I can sit back and

1 say, "Yeah, but I want one month's rent." It  
2 doesn't cost me a dime. Whether I'm right or not.  
3 And that's not right. That's a shakedown.

4 MR. GARCIA: Before you ask a question, I  
5 don't want to diminish our orders and say that we  
6 take it lightly and we don't want to reverse any  
7 orders, but I want to make you aware of that. The  
8 Judge had been very helpful to me.

9 MS. CRENSHAW: How much is one month's rent?  
10 Just out of curiosity.

11 MR. POULAKIDAS: One month's -- at the time,  
12 I think we had to reduce it to get this one person  
13 in there, and I'll have to go look it at it. In  
14 this case, it was in order to help the renter out.  
15 We did a reduced rent for a couple of months, and  
16 then it went back up at the six months.

17 So I think the average came to like \$1,200  
18 and maybe \$85. The mortgage on it is \$770, the  
19 homeowner's association fee on that is \$167 on  
20 this unit. Okay, property taxes -- because no  
21 more homestead -- okay, at the time is roughly  
22 around \$4,000 township.

23 Yeah, I've since appealed it and they dropped  
24 the property taxes down, but at that time -- and  
25 so those are the big costs. You know.

1 MS. CRENSHAW: So at best, you made maybe  
2 \$100 profit.

3 MR. POULAKIDAS: Really, I wanted to go ahead  
4 and fix the problem. And I completely disagree,  
5 obviously, with the legal, and the fact that  
6 couples -- "couples" in my mind means same-sex  
7 couples, homosexual couples, couples with or  
8 without kids.

9 I mean, the people next to us, they are not  
10 married. They are a couple; they have two kids.  
11 What are they? They are a couple. It all comes  
12 down -- to me, that word is like saying  
13 "everyone." Does because it says "everyone" so  
14 now --

15 MS. CRENSHAW: This single person -- it's not  
16 rented to a single individual?

17 MR. POULAKIDAS: No, now it's rented out to a  
18 couple.

19 MS. CRENSHAW: With kids?

20 MR. POULAKIDAS: But two -- the current  
21 people that's there is two women. And for a short  
22 period of time, there were a couple. What was  
23 their sexual preference? I can guess, but I  
24 didn't ask. But that's a couple. Can they or  
25 can't they have kids?

1           It gets frustrating. And, again, I disagree  
2           that it is a per se discriminatory word, and it  
3           does have a discriminatory effect.

4           MR. CARTER: Because it occurred to me that  
5           if he had run the ad saying "a couple of  
6           bedrooms," that ad would have been still fine.  
7           There's nothing discriminatory --

8           MR. LANGE: Hold on. This Alliance flags  
9           these things, and then they look at them. They  
10          would not have filed a complaint about saying a  
11          couple of bedrooms.

12          MR. CARTER: In any case, Madame Chair, may I  
13          make a motion?

14          CHAIRWOMAN BLACKBURN: I will hear your  
15          motion.

16          MR. CARTER: In the case of National vs.  
17          Poulakidas, I move that the Commission enter an  
18          order that grants Respondent's petition to the  
19          extent that the Commission vacate final order and  
20          treat as if it were timely filed.

21          CHAIRWOMAN BLACKBURN: You've heard the  
22          motion. Is there a second?

23          MR. GARCIA: Second.

24          CHAIRWOMAN BLACKBURN: All in favor -- any  
25          questions about it? All those in favor, let me



1 know by the sign of aye.

2 COMMISSIONERS CARTER, RAMOS, AND GARCIA:

3 Aye.

4 CHAIRWOMAN BLACKBURN: Anyone object?

5 COMMISSIONERS CRENSHAW, BAYNARD, AND GIDNEY:

6 Aye.

7 CHAIRWOMAN BLACKBURN: We are tied up now at  
8 3 and 3. And I have to decide one way or the  
9 other. Thanks for putting me in this position.

10 MR. CARTER: You're welcome.

11 CHAIRWOMAN BLACKBURN: I think that the  
12 decision should go with the order not to vacate.  
13 And so that's it. Thank you very much for  
14 your petition.

15 MR. POULAKIDAS: On the request to just stay  
16 the motion?

17 CHAIRWOMAN BLACKBURN: On the order to stay,  
18 it's denied; on the order to vacate the proposed  
19 findings, it's denied.

20 MR. POULAKIDAS: Thank you.

21 CHAIRWOMAN BLACKBURN: You're welcome.

22 MR. BAYNARD: Madame Chair, I'd like to make  
23 a motion in the case of National Fair Housing  
24 Alliance vs. Poulakidas. I move that the  
25 Commission enter an order to overrule Respondent's

1 objection and deny Respondent's petition.

2 CHAIRWOMAN BLACKBURN: May I have a motion to  
3 accept?

4 MS. CRENSHAW: So moved.

5 CHAIRWOMAN BLACKBURN: Is there a second?

6 MR. BAYNARD: Second.

7 CHAIRWOMAN BLACKBURN: So all those in favor?

8 THE COMMISSION: Aye.

9 CHAIRWOMAN BLACKBURN: Those opposed?

10 THE COMMISSION: Aye.

11 CHAIRWOMAN BLACKBURN: It's the same vote by  
12 the same people? Thank you very much.

13 The next order of business -- is there any  
14 new business?

15 Consent agreements?

16 If there are none, Findings of Fact Report by  
17 Commissioners on the complaints. The case --  
18 let's start with Commissioner Carter.

19 MR. CARTER: I didn't have any.

20 CHAIRWOMAN BLACKBURN: You didn't have any?

21 MR. LANGE: Finan v. Hallmark Inn.

22 CHAIRWOMAN BLACKBURN: I'm confused, because  
23 my agenda was several pages.

24 MS. SHARP: Those are the assignments.

25 CHAIRWOMAN BLACKBURN: All right.

1 Commissioner Baynard?

2 MR. BAYNARD: Yes, Madame Chair, in the case  
3 of French v. Americall Group, I would recommend to  
4 the Commission that we uphold the findings of the  
5 deputy director of no probable cause.

6 CHAIRWOMAN BLACKBURN: May I have a motion to  
7 accept that recommendation?

8 MR. GARCIA: So moved.

9 MR. BLACKBURN: Second.

10 CHAIRWOMAN BLACKBURN: All in favor?

11 THE COMMISSION: Aye.

12 CHAIRWOMAN BLACKBURN: Anyone opposed? Okay.

13 And in the case of Michelle Finan vs.  
14 Hallmark Inn, I recommend that we uphold the  
15 finding of no probable cause. May I have a  
16 recommendation for a motion?

17 MR. GIDNEY: So moved.

18 MS. CRENSHAW: Second.

19 CHAIRWOMAN BLACKBURN: And all in favor?

20 THE COMMISSION: Aye.

21 CHAIRWOMAN BLACKBURN: Anyone opposed?

22 Thank you very much.

23 Now assignment of appeals. They are listed  
24 in the agenda.

25 MR. GARCIA: I'd like to add, I've just got

1 one, so if anyone wants it, I'd be okay with that.

2 MS. SHARP: Actually, this is a new list. So  
3 you actually have two now.

4 CHAIRWOMAN BLACKBURN: Okay. So you'll have  
5 more work than you thought.

6 MR. LANGE: Everyone has two orders.

7 MR. GARCIA: I need two small ones.

8 MR. KIRKLAND: Volunteered too quick.

9 CHAIRWOMAN BLACKBURN: As they're listed in  
10 there, so assigned. Move to the administrative  
11 update.

12 MR. KIRKLAND: Can we do a combined, because  
13 administrative-wise we're pretty much on track.  
14 Currently, right now, we are making deadlines on  
15 our housing cases as well as we have met the  
16 deadline on our EEOC contract, and we continue to  
17 still work diligently on those, because we do get  
18 paid extra on the above number of cases we do.

19 Currently on administrative, right now,  
20 everything seems to be intact. We have been  
21 working with, I guess, pretty productively with  
22 the few staff that we have.

23 So right now, as you all know, overall, me  
24 and Joan attended our last quarterly budget  
25 meeting. It was -- to say the least, we are not

1 doing as well as the government would like to see  
2 overall. But, as far as the Agency, we are  
3 intact; and that's a good thing.

4 We're working with less, but we're making  
5 sure the productive number stays up so we can stay  
6 afloat. We do have one that's out this week, as a  
7 matter of fact, on training. We finally got that  
8 individual up and they're on track as an  
9 investigator.

10 And we will be having training, as a matter  
11 of fact, coming from EEOC on site here in the  
12 coming next month. As well as -- we will have the  
13 IOAHRU Conference, which will be in Terre Haute,  
14 which will be June the -- I do have it on my  
15 calendar. June 17th is the AOPA meeting with the  
16 EEOC, so that will be there. And our actual  
17 consortium date --

18 MS. ESSEX: June 17th?

19 MR. LANGE: Same day?

20 MR. KIRKLAND: It is, June 17th.

21 MS. ESSEX: No, June 21st.

22 MR. KIRKLAND: That's what I mean.

23 CHAIRWOMAN BLACKBURN: June 21 is the AOPA.

24 MS. ESSEX: The consortium conference in  
25 Terre Haute, June 21 to June 25th.

1 CHAIRWOMAN BLACKBURN: You'll let the  
2 commissioners know if there's anything to do?

3 MR. KIRKLAND: Yeah, there's supposed to be  
4 commissioner's training at that time, so  
5 definitely let us know if you all would like to  
6 attend and we'll be sure to get you all  
7 registered.

8 So definitely contact Joan to make sure that  
9 the documents get to Terre Haute to Jeff and his  
10 crew. So other than that, this morning --

11 MS. ESSEX: The commission meeting is the  
12 25th, scheduled for the 25th.

13 MS. CRENSHAW: We can have the meeting there,  
14 I guess, in Terre Haute.

15 MR. ESSEX: That is a question.

16 MR. LANGE: Relevant to that consideration is  
17 you've set a hearing here on the 25th. It could  
18 be changed.

19 MR. KIRKLAND: Okay. So we could move to  
20 change the date of the hearing.

21 MR. LANGE: The date or the place.

22 MR. KIRKLAND: Madame Chairman, would you be  
23 willing to entertain that? Last year in  
24 Evansville we had Commissioner Baynard who showed  
25 up --

1 MR. BAYNARD: With the top down. It was a  
2 good ride.

3 CHAIRWOMAN BLACKBURN: Who's going from here  
4 with a convertible, is what I want to know?

5 MR. KIRKLAND: That I don't have. The best I  
6 can give you is a sunroof.

7 MR. GARCIA: If you like Harley's --

8 MS. CRENSHAW: I've got to get a picture of  
9 that.

10 CHAIRWOMAN BLACKBURN: June 25th. What's the  
11 desire of the Commission? I think it makes sense  
12 if we're going to go over, we go over and have our  
13 meeting there.

14 MR. KIRKLAND: Okay.

15 CHAIRWOMAN BLACKBURN: Unless it's too much  
16 trouble to the staff carrying all the paperwork.

17 MS. ESSEX: That would just be three of us.

18 CHAIRWOMAN BLACKBURN: So we'll do whatever  
19 is easier. You'll let us know.

20 MR. KIRKLAND: We can let folks at  
21 Terre Haute know that they need to set up a room.

22 MS. ESSEX: If you want to vote on it, and  
23 then we can make the arrangements.

24 MR. RAMOS: Let's make the arrangements.

25 MS. ESSEX: Are you going to be there and

1           come back?

2           CHAIRWOMAN BLACKBURN: All right. The  
3           decision, I think, is that the Commission would  
4           like to meet there.

5           MS. ESSEX: I would just need to know if you  
6           need accommodations, I guess, for the night  
7           before. If you could e-mail me or let me know  
8           after this meeting, I can make those arrangements.

9           CHAIRWOMAN BLACKBURN: All right. Thank you,  
10          very much.

11          MS. CRENSHAW: I might attend the convention,  
12          but I'll let you know for certain.

13          MR. KIRKLAND: You can do it in two hours.

14          MS. CRENSHAW: 45 minutes.

15          MS. ESSEX: We'll make sure we get a  
16          conference agenda and registration form so if you  
17          do want to attend you can get that back to me.

18          I'll send that out today if that's available  
19          and if you send that back to me let me know if you  
20          want accommodations, and we'll take care of that.

21          CHAIRWOMAN BLACKBURN: All right. Are there  
22          any other announcements?

23          MR. RAMOS: Unofficial?

24          CHAIRWOMAN BLACKBURN: Yes.

25          MR. RAMOS: I met the President of the United



1 States a few weeks ago with my group, a Hispanic  
2 MBA organization, and we received an invitation to  
3 attend at Capitol Hill and meet with  
4 Madame Speaker Nancy Pelosi, and the President and  
5 Michelle Obama; and it was very nice.

6 MS. CRENSHAW: Did you get a good picture?

7 MR. RAMOS: They wouldn't let you get  
8 individuals.

9 CHAIRWOMAN BLACKBURN: How large was the  
10 group?

11 MR. RAMOS: It was around 225 people. That's  
12 really not a big place. It's not a big place.  
13 And plus security and all that kind of stuff.  
14 They don't have room.

15 But it was very nice, and I made the  
16 acquaintance of several Congressmen, and it was a  
17 neat experience.

18 CHAIRWOMAN BLACKBURN: Congratulations.

19 Any other wonderful news announcements?

20 All right, hearing for the meeting is  
21 adjourned.

22  
23 (WHEREUPON, at 12:08 p.m., May 21, 2010, this  
24 hearing concluded for the day.)  
25

1 STATE OF INDIANA )  
2 COUNTY OF HAMILTON ) SS:

3  
4 I, Deborah J. Pearce, a Notary Public in  
5 and for the County of Hamilton, State of Indiana at  
6 large, do hereby certify:

7 That I reported to the best of my ability  
8 in machine shorthand all of the words spoken by all  
9 parties in attendance during the course of the  
10 hearing;

11 That I later reduced my shorthand notes  
12 into the foregoing typewritten transcript form, which  
13 typewritten transcript is a true record to the best of  
14 my ability of the hearing;

15 That I am a disinterested person in this  
16 cause of action; that I am not a relative or attorney  
17 of either party, or otherwise interested in the event  
18 of this action, and I am not financially interested in  
19 this action.

20 IN WITNESS WHEREOF, I have hereunto set my  
21 hand and affixed my notarial seal this 21st day of  
22 May, 2010.

23   
24 NOTARY PUBLIC

25 My Commission Expires:  
September 7, 2017  
County of Residence:  
Hamilton



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CIVIL  
RIGHTS  
COMMISSION**

**MITCHELL E. DANIELS, JR. GOVERNOR**



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**ADJOURNMENT:**

There being no further business to come before the Commission, the meeting was adjourned.

---

**Jamal L. Smith**  
**Director**  
**June 25, 2010**



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**Alpha Blackburn**  
**Chairperson**  
**June 25, 2010**

“Morality cannot be legislated, but behavior can be regulated.” – Dr. Martin Luther King, Jr

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