Chicago Lawyers' Committee for Civil Rights Under Law, Inc. v. Craigslist, Inc. Doc. 65

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CHICAGO LAWYERS' COMMITTEE FOR CIVIL RIGHTS UNDER LAW, INC., Plaintiff, v. CRAIGSLIST, INC., Defendant.	CASE NO. 06 C 0657 Judge Amy J. St. Eve Magistrate Judge Jeffrey Cole

PLAINTIFF CHICAGO LAWYERS' COMMITTEE FOR CIVIL RIGHTS UNDER LAW, INC.'S SUPPLEMENTAL REPLY MEMORANDUM IN SUPPORT OF ITS MOTION TO ALTER OR AMEND JUDGMENT PURSUANT TO RULE 59(e)

Dockets.Justia.com

Craigslist's surreply cites no authority whatsoever for its counterintuitive argument that the words "print" and "publish" in § 3604(c) of the Fair Housing Act (FHA) denote the same conduct.[1] It makes no argument as to why the FHA would prohibit printing on paper, but not printing on a computer screen. Most importantly, Craigslist does not explain why liability for printing discriminatory statements runs afoul of the Communications Decency Act (CDA).

Craigslist instead makes several arguments that do not withstand scrutiny. Craigslist erroneously asserts (Surreply Mem. at 1) that CLC argued that printing means the dissemination of information. CLC actually argued that to "print" refers to "making text visible to a reader." (Reply Mem. at 4–5.)

Craigslist also argues that its users "print" the discriminatory advertisements, but it ignores the broad language of § 3604(c), which prohibits printing and the act of causing discriminatory advertisements to be printed. Without Craigslist's actions, discriminatory housing advertisements, like those cited in CLC's judicial complaint, would not be visible and accessible to home-seekers on computer screens.

Craigslist half heartedly suggests (Surreply Mem. at 2, n.1) that the word "print" in § 3604(c) refers to printed text not shared with any person. But Craigslist's interpretation is not consistent with any reported decision examining the FHA. Moreover, its interpretation belies common sense. If one makes text visible (on paper or on a computer screen) but does not circulate the text to any person, one has still "printed" the text. If one makes text visible (on paper or on a computer screen) and shares the text publicly, one has still "printed" (and "published") the text.

---

[1] Craigslist correctly notes that courts have often conflated the terms "print" and "publish" when applying § 3604(c). No court has until now had to consider the meaning of the word "print" separate and apart from the word "publish." But that does not mean Congress intended "print" and "publish" to mean the same thing.

Craigslist distorts both the FHA and the CDA, and its interpretation is not faithful to the language or policy of either statute. Craigslist asks the Court to expand its holding of CDA immunity for "publication" to include conduct that is quite distinct from publication—printing or causing the printing of written text. As for § 3604(c) of the FHA, Craigslist reads its broad wording so narrowly as to entirely read out the words "print" and "cause to be . . . printed."

Craigslist does not and cannot argue that it has not violated the FHA by printing discriminatory advertisements. Craigslist only claims immunity under the CDA, which according to this Court bars only claims with publication as an element. Section 3604(c) does not state that "publication" is an element of printing liability, and no court has held that printing liability requires publication. Craigslist is subject to FHA printing liability because it makes discriminatory text visible on computer screens. CLC requests that the Court alter or amend its November 14, 2006, judgment, and deny Craigslist's motion for judgment on the pleadings.

Respectfully submitted,

/s/ Stephen D. Libowsky

Laurie Wardell
Elyssa Balingit Winslow
Chicago Lawyers' Committee for Civil Rights Under Law, Inc.
100 North LaSalle Street, Suite 600
Chicago, IL 60602
(312) 630-9744

Stephen D. Libowsky
Wm. Bradford Reynolds
Louis A. Crisostomo
Howrey LLP
321 North Clark Street, Suite 3400
Chicago, IL 60610
(312) 595-1239

Attorneys for Plaintiff
Chicago Lawyers' Committee for Civil Rights Under Law, Inc.

Dated: December 22, 2006