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2006

### Amended Complaint, George v. Colony Lakes Property Owners Association, Docket No. 1:05-cv-05899 (Northern District of Illinois Oct 13, 2005)

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

JACOB GEORGE; REKHA GEORGE; KARLA ) WOODWARD; JORDAN WOODWARD, by her ) mother and next friend, Karla Woodward; ) JUSTYNA WORDWARD, by her mother and next ) friend Karla Woodward; DANIELLE ) WOODWARD, by her mother and next friend, ) Karla Woodward; VIVIAN MOSBY; ) BRIA FELLOWS, by her mother and next friend, ) Vivian Mosby; AALIYAH FELLOWS, by her ) mother and next friend, Vivian Mosby, ) ) <div style="text-align: center;">Plaintiffs,</div> ) ) <div style="text-align: center;">v.</div> ) ) COLONY LAKES PROPERTY ) OWNERS ASSOCIATION, an Illinois ) Not-for Profit Corporation, ) ) <div style="text-align: center;">Defendant.</div> )	NO.: 05 C 5899  Judge: Harry D. Leinenweber           Plaintiffs Demand Trial by Jury
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**AMENDED COMPLAINT**

The plaintiffs, Rekha George and Jacob George (“Georges”), Karla Woodward, (“Woodward”) Jordan Woodward, by his mother and next friend Woodward (“Jordan”), Justyna Woodward, by her mother and next friend Woodward (“Justyna”), Danielle Woodward (Danielle) by her mother and next friend Woodward, Vivian Mosby (“Mosby”), Bria Fellows, by her mother and next friend Mosby (“Bria”), and Aaliya Fellows, by her mother and next friend Mosby (“Aaliya”) (all collectively referred to herein as “Plaintiffs”), by their attorneys, F. Willis Caruso, Lewis W. Powell III and Senior Law Students of The John Marshall Law School Fair Housing Legal Clinic, complain of Defendant, Colony Lakes Property Owner’s Association, an Illinois Not-for Profit Corporation (“Colony Lakes”), as follows:

**JURISDICTION**

This action arises under 42 U.S.C. §§ 3601 et seq. (referred to herein generally as “The Fair Housing Act” or “FHA”), specifically 42 U.S.C. § 3604 (a), (b), and (f) and § 3617 of The Fair Housing Act, and 42 U.S.C. § 1981 and § 1982. Jurisdiction is conferred on this court by 28 U.S.C. § 1331, § 1343 (a) (4) and § 2201, and 42 U.S.C. § 3613(a).

**PARTIES**

**PLAINTIFFS – GEORGES**

1. Plaintiff, Rekha George, is a female permanent resident of the United States, person of color whose origin is the country of India (Asia) and who resides in Naperville, DuPage County, Illinois.
2. Plaintiff, Jacob George is a male citizen of the United States, person of color whose origin is the country of India (Asia) who resides in Naperville, Dupage County, Illinois.
3. Georges are landlords that own numerous townhouses in the Aurora area.
4. Georges have been renting most of their homes to section 8 voucher holders.
5. Georges own three units at Colony Lakes in Aurora, Illinois: 2923 Dorothy Drive, 2860 Dorothy Drive, and 2835 Dorothy Drive.
6. All three of Georges’ units, at Colony Lakes, are 3 bedroom, 1.5 bath duplex units.
7. All of Georges’ renters have leases for 5 years or more, each of which runs beyond October 4, 2005.

**PLAINTIFFS – WOODWARD AND HER CHILDREN**

8. Plaintiff, Woodward, is a Puerto Rican female citizen of the United States.
9. Woodward has African American/ Puerto Rican (Black) children.
10. Woodward and her family reside in Aurora, DuPage County, Illinois.

11. Plaintiff, Jordan, is an African American/Puerto Rican, black female citizen of the United States and a child of Woodward, age 12.
12. Plaintiff, Danielle, is an African American/Puerto Rican, black female citizen of the United States, and a child of Woodward, age 16.
13. Plaintiff, Justyna, is an African American/ Puerto Rican, black female citizen of the United States, and a child of Woodward, age 9.
14. Woodward is a Puerto Rican woman, who lives with her three children Jordan, Justyna, and Danielle, who has a learning disability, at Colony Lakes on 2835 Dorothy Drive, Aurora, Illinois, 60504.
15. Woodward's 3 children are African American/ Puerto Rican and black.
16. Woodward's oldest daughter, Danielle uses the school's extra needs program because of her learning disability.

**PLAINTIFFS – MOSBY AND HER CHILDREN**

17. Plaintiff, Vivian Mosby, is an African American (Black) female citizen of the United States.
18. Mosby has African American children.
19. Mosby and her family reside in Aurora, DuPage County, Illinois.
20. Plaintiff, Bria, is an African American (Black) female citizen of the United States and a child of Mosby, age 12.
21. Plaintiff, Aaliya, is an African American (Black) female citizen of the United States, and a child of Mosby, age 10.
22. Mosby is an African American woman, who lives with her two minor children, Bria and Aaliyah, at Colony Lakes on 2860 Dorothy Drive, Aurora, Illinois, 60504.

23. In 2003, Vivian signed a five year lease with the owners of 2860 Dorothy Drive, the Georges.
24. The Georges accept Section 8 certificates as the majority of the rent for the unit, and Mosby pays the difference.
25. Mosby has been a section 8 participant for over 12 years and has never had any problems.

### **DEFENDANT – COLONY LAKES**

26. Colony Lakes is a Condominium Homeowner's Association located at Colony Lakes in Aurora, DuPage County, Illinois.
27. Shari Lee ("President") is President of the Board of Directors of the Colony Lakes Property Owner's Association at Colony Lakes and resides in Aurora, DuPage County, Illinois.

### **THE FACTS**

#### **Background**

28. Plaintiffs Georges owned four units in Colony Lakes prior to the amendments to the Declaration of Covenants and Restrictions of Colony Lakes Property Owner's Association ("Covenants and Restrictions").
29. The Georges leased the units to various persons.
30. These various persons that leased from the Georges included the plaintiffs Mosby and Woodward.
31. The Georges also leased a unit to Kecia Barnes-Glass, who is not a party in this case.
32. Kecia Barnes-Glass ("Barnes-Glass") is an African American (Black) female citizen of the United States with disabilities.
33. Barnes-Glass has African American (Black) children with disabilities.

34. Barnes-Glass and her family reside in Aurora, DuPage County, Illinois.
35. Christopher Barnes, is an African American (Black) male citizen of the United States, and a child of Barnes-Glass, age 16, with disabilities.
36. Phillip Barnes is an African American (Black) male citizen of the United States, and a child of Barnes-Glass, age 11, with disabilities.
37. Nicholas Barnes is an African American (Black) male citizen of the United States and a child of Barnes-Glass, age 14, with disabilities.
38. Barnes-Glass is an African American woman, who was advised she had disabilities because of her uterine and ovarian cancer and by sciatic nerve damage.
39. Barnes-Glass lives with her three children, Phillip, Nicholas, and Christopher, at Colony Lakes on 2923 Dorothy Drive, Aurora, Illinois, 60504.
40. Barnes-Glass was advised that, because of three needed surgeries, post-operation chemotherapy, and sciatic nerve damage, she would be bedridden for at least three months, and would be kept from an active life thereafter.
41. Due to her cancer and nerve damage, Barnes-Glass is unable to lift heavy furniture, boxes, or adapt to a new living environment.
42. Barnes-Glass is considered by the State of Illinois to be disabled, sending her disability payments each month.
43. Christopher Barnes has mental disabilities and also suffers from Leucopenia, or chronic low white blood cell count.
44. Christopher goes to the hospital for therapy for the Leucopenia.
45. The local school district (District 204) agreed to pay to send Christopher to a special school as the family is still living in the district.

46. The special school provides Christopher with a personal physician to monitor his white blood cell count, a personal nurse, and a psychiatrist.
47. Phillip and Nicholas are both persons with mental and learning disabilities as well, and receive special attention in classes from the school.

**Leases and Amendments to the Rules and Regulations at Colony Lakes**

48. In 2003, Barnes-Glass signed a five year lease with the owners of 2923 Dorothy Drive, the Georges.
49. The Georges accept Section 8 certificates as the majority of the rent for the unit, and Barnes-Glass pays the difference.
50. In 2003, Woodward, Barnes-Glass and Mosby all signed a five year leases with the Georges for 2835 Dorothy Drive, 2923 Dorothy Drive, and 2860 Dorothy Drive, respectively.
51. The long term leases were requested by the Plaintiffs because they all wanted their children to go to good schools and complete their education before moving again.
52. The Georges had no problem giving long term leases because all of the plaintiffs were very good tenants.
53. Two years ago there were a large number of African Americans living in the rental duplexes in Colony Lakes. Since that time the number of African American/Black persons living in the duplexes has decreased significantly.
54. There are approximately 311 units in Colony Lakes, which consist of approximately 260 Single Family homes and approximately 40 Duplex units.
55. Under the rules and regulations adopted by Colony Lakes Property Owner's Association, no duplex owner may rent their home to persons outside of the family.

56. The facts and information that Plaintiffs have been able to obtain show that a large percentage of the duplexes that were rented or are rented have been and/or are rented to African American/Black persons.
57. The facts and information that Plaintiffs have been able to obtain show that a large percentage of the Single Family homes are owned and/or rented by Caucasian/White persons.
58. The board of directors for the association consists of 4 or 5 board members all of which are white or non-African American.
59. Chris Crain was a board member of Colony Lakes and lived next door to Woodward.
60. He made complaints to Colony Lakes Board about Woodward and her children.
61. Mr. Crain had complained about the Georges' previous tenants who were also African American/Black persons.
62. In November of 2003, the Georges received a letter stating that there was to be a vote as to whether the rental policy should be changed to disallow renting units.
63. Enclosed in the letter was a ballot that each home owner was to fill out and bring to the next Association meeting.
64. The Georges filled out the ballot, and voted no to the proposed policy, but were unable to attend the meeting on the day it was set for.
65. The Georges closed the ballot and asked Barnes-Glass to drop it off in the box at the meeting and leave right away, which Barnes-Glass agreed to do.
66. On the date of the meeting, Barnes-Glass went to Gombert Elementary School and waited in line in front of the ballot box.



67. As the line was moving, all of the people would just go up to the ballot box and drop the vote in with no questions.
68. When Barnes-Glass got to the table with the ballot box, she was about to put Georges' vote in, but was stopped by a woman who put her hand over the opening of the box.
69. Barnes-Glass was then asked in a rude manner whether she was a home owner.
70. Barnes-Glass stated that she was not a home owner, but was dropping a vote off for her landlords, Mr. and Mrs. George, who were home owners.
71. The woman kept her hand over the ballot box, took the vote from Barnes-Glass, opened the ballot and looked at it, and then tossed in aside.
72. The woman then asked Barnes-Glass to leave.
73. The whole room consisted of Caucasians and none of such persons in front of Barnes-Glass in line were asked whether they were homeowners.
74. On November 21, 2003, the board of directors sent out notice to the Georges, from the association, stating that an amendment to the Covenants and Restrictions had taken effect.
75. Representatives of the Colony Lakes Property Owner's Association complained of African Americans causing problems in the area.
76. The amendment restricted the leasing of any units at the association going forward from that point, but had a grandfather provision which stated that the new restriction did not apply to the leases that were in effect at the time of the amendment.
77. Colony Lakes was involuntarily dissolved by the State of Illinois on January 2, 1996.
78. Colony Lakes was not incorporated in accordance with the State of Illinois at the time the new amendment to the Covenants and Restrictions was passed.

79. After the first set of amendments to the of Covenants and Restrictions passed, Woodward, Barnes-Glass, and Mosby erroneously received an eviction notice, but it was eventually withdrawn.
80. The receipt of these eviction notices caused great distress to the three tenants.
81. After the new amendment had passed, Colony Lakes sent requests to the Georges asking for copies of all leases and tenant information for the three homes in Colony Lakes.
82. Colony Lakes had knowledge that all of Georges' tenants had long term leases lasting 5 years.
83. On October 14, 2004, The Georges received another notice from the association stating that another amendment to their Declaration of Covenants and Restrictions had taken effect in regards to the restriction on leasing.
84. The new amendment eliminated the grandfather provision and stated that a year from the time the amendment is passed, all leases were to be terminated and that no unit owner would be allowed to lease his or her unit unless it was to a family member.
85. At the time the new amendment was passed, Colony Lakes was not properly incorporated in accordance with the State of Illinois.
86. Colony Lakes was only properly reincorporated on November 30, 2004.
87. The Georges asked the President why they had passed the new amendment, and the President told her it was because the "quality of life was going down in the subdivision."
88. The Georges believe that the statement meant that the President and members of the Colony Lakes Property Owners Association believed too many African American/Black people were living in the duplexes.

89. The Georges notified all of their tenants of the amendment to the Declaration of Covenants and Restrictions.
90. Woodward and her children are upset about the change to the Declaration of Covenants and Restrictions.
91. Woodward and her children want to stay in the current school district due to the education it provides and the difficulties they would experience in adapting to a new environment.
92. Danielle, age 16, because of her disabilities, will find it difficult to adapt to a new learning environment if she is forced to move.
93. Moving would be very expensive, the rent is too high elsewhere for the Woodwards to move and stay in their current school district.
94. Woodward believes that the Declaration of Covenants and Restrictions have changed in order to clear the neighborhood of African American/Black persons.
95. Mosby and her family are upset about the change to the Declaration of Covenants and Restrictions.
96. Mosby and her children want to stay in the current school district because of the good education it provides.
97. Moving would be very expensive, the rent is too high elsewhere for Mosby and her family to move and still be part of the same school district.
98. Mosby believes that the Declaration of Covenants and Restrictions have changed to clear the neighborhood of African American/Black persons.
99. Mosby was aware of a bad apple African American/Black family that caused a few disturbances.

100. At one particular time, the police were called because of a disturbance.
101. Mosby heard some of the Caucasian/White homeowners state that “Those people need to go back to where they came from if they are going to act like that.”
102. Mosby believes this statement was made in regards to African Americans/Blacks living in the neighborhood.
103. Barnes-Glass and her family did not want to move out of the home nor the school district due to the disabilities they suffer from.
104. Barnes-Glass sent a written request for reasonable accommodation due to her disabilities and the disabilities of her children to Alpha Management Company forwarded it to Colony Lakes in August 2005, so that Barnes-Glass may schedule much need surgeries, due to her cancer and nerve damage, and stay in the home.
105. Colony Lakes never responded to the request and has never approved Barnes-Glass reasonable accommodation.
106. Barnes-Glass was advised that she needed to schedule her surgeries, which after receiving, would leave her bedridden for some time and keep her from an active life thereafter.
107. Because reasonable accommodation was denied, Barnes-Glass was forced to move so that she could schedule the surgeries she was advised she needed.
108. The Georges moved Barnes-Glass to another home they own in a different subdivision because Barnes-Glass needed surgery.
109. When Barnes-Glass moved, section 8 has decreased the amount they will pay for her to live in the new home.

110. The Georges have lowered their rent so that Barnes-Glass and her children can continue to live within the same school district and so that Barnes-Glass may schedule and receive surgeries she was advised she needed.
111. Barnes-Glass has since moved and no longer lives in the home owned by the Georges.
112. Barnes-Glass also believes that the change in the Declaration of Covenants and Restrictions resulted from Colony Lakes wanting to clear the area of African American/Black people.
113. Barnes-Glass, Mosby and Woodward heard some of the comments from Caucasian/White homeowners in regards to a “Bad Apple” African American/Black.
114. The Georges believe that Colony Lakes refused rentals of units in order to clear the area of African American/Black families living there through the help of section 8.
115. Moving will cause The Georges to sell their property at a loss.

#### **Colony Lakes Retaliation**

116. Prior to June 31, 2005, Plaintiffs filed complaints with The Department of Housing and Urban Development (“HUD”) alleging racial discrimination and discrimination due to disabilities because of violations of the federal Fair Housing Act.
117. On or about October 13, 2005, Plaintiffs filed a complaint with the Federal District Court for the Northern District of Illinois (“Federal District Court”) alleging racial discrimination and discrimination due to disabilities because of violations of the federal Fair Housing Act.
118. The Defendant was aware of the complaints.
119. As a result of Plaintiffs exercise of their rights to complain about discrimination, The Defendant engaged in a pattern and practice of retaliation.

120. In or about February of 2006, The Georges placed 2923 Dorothy Drive, Aurora, IL 60504 on the market for sale.
121. This home is located in the Colony Lakes subdivision.
122. This was the home that Barnes-Glass occupied prior to her forced move.
123. On or about March 28, 2006 the Georges received notice that a potential buyer of 2923 Dorothy Drive had received loan commitment and attorney approval for the purchase of the home.
124. On or about March 28, 2006, The Georges' real estate attorney, Douglas Danielson, emailed Colony Lakes Board of Directors ("Board") to notify them of the pending sale of the home and of the closing date of April 5, 2006.
125. The email was sent to request a standard paid assessment letter and a waiver of the Board's first right of refusal.
126. Mr. Danielson received an email from the Board stating that the Board's President, President, was out of town and not returning until late on April 3, 2006.
127. The email further stated that the President held all of the documents pertaining to the sale of homes in Colony Lakes and that the documents would be received by April 4, 2006 by fax or by picking up the documents in person.
128. Thereafter, Mr. Danielson responded to the email requesting the documents be faxed to him on April 4, 2006.
129. On April 4, 2006, Mr. Danielson did not receive any documents necessary for the sale of the Georges' home.
130. On April 5, 2006, Mr. Danielson sent second email to the Board requesting the documents necessary for the sale of the Georges' home.

131. On April 5, 2006, during the time of the closing, Mr. Danielson tried numerous time to contact the President to obtain the paid assessment letter and the waiver of the Board's first right of refusal.
132. It was not until the closing had begun when the President contacted Mr. Danielson and stated that she would not be able to send a paid assessment letter because the home was involved in a law suit by the Georges against Colony Lakes Property Owner's Association.
133. The President later stated that she would also have to inspect the home for property standards violations.
134. This is the first time Mr. Danielson heard that a paid assessment letter and a waiver of the first right of refusal could not be sent to complete the closing.
135. Finally, a paid assessment letter was sent, but the President stated that there were violations of the property standards guidelines.
136. The President then sent a formal notice of the violations of the property standards guidelines to Mr. Danielson.
137. This was the first time the Georges were assessed a property standards violation for their home at 2923 Dorothy Drive, Aurora, Illinois 60504.
138. The closing was not completed on April 5, 2006.
139. On April 6, 2006, Mr. Roth, the buyer's attorney, called the President of the Board, to speak to her about the formal violation letter sent during the closing.
140. The President stated to Mr. Roth that she had given notice to the Georges regarding the violations at 2923 Dorothy Drive numerous times in 2005.

141. No violations for the property at 2923 Dorothy Drive had ever been received by the Georges.
142. Upon information and belief of the Plaintiffs Georges, the President made statements to Mr. Roth with the intent and effect to thwart the sale of their home in retaliation against the Georges for assertions of their rights under the federal Fair Housing Act.
143. The President further stated to Mr. Roth that the buyer must repair these property standards violations.
144. The President stated that if the buyer intended to purchase the property, the buyer would need to tell the Colony Lakes Board of Directors when the property would be repaired.
145. The President additionally stated that the Georges were suing the Colony Lakes Property Owner's Association.
146. The actions and statements of the President interfered with the closing.
147. At all times relevant here, Shari Lee, the President, was acting as agent for Colony Lakes.
148. According to the President Colony Lakes Property Owner's Association is insured.
149. The buyer later refused to purchase the Georges' home.
150. The President made statements that interfered with the sale of the Georges' home.
151. The President's statements were made in retaliation against the Georges for asserting their rights under the federal Fair Housing Act.
152. The President's statements were made in retaliation against the Georges for helping Ms. Woodward and Ms. Mosby assert their rights under the federal Fair Housing Act.
153. The Georges have suffered economic harm due to the acts of the President and the Board.
154. The Georges were forced to maintain their home in Colony Lakes for another five months due to the retaliation.



**Claims for Relief**

**Count 1**

**Discrimination based on 42 U.S.C. § 3604 (a), (b), and (f)**

155. The Plaintiffs, above-named, restate and re-allege paragraphs 1 through 154 of the Complaint as though the same were fully set forth and pleaded herein.
156. Defendant, has intentionally and with careless and reckless disregard for their civil rights, discriminated against the Plaintiffs because of their race, African American, Asian, because of their color, black and brown, their sex, female, their familial status, single mothers with children, and national origin, from the country India, in violation of the Fair Housing Act 42 U.S.C. § 3604 (a) and (b) which states that: It shall be unlawful (a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate in the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status or national origin; and (b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of race, color, religion, sex, familial status or national origin.
157. Defendant, has intentionally and with careless and reckless disregard for their civil rights, discriminated against Plaintiffs because of their disabilities in violation of the Fair Housing Act 42 U.S.C. § 3604 (f) which states:
1. To discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of (A) that buyer or renter; (B) a person residing in or intending to reside in that

dwelling after it is so sold, rented or made available; or (C) any person associated with that person.

2. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap of (A) that person; or (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or (C) any person associated with that person.

3. For purposes of this subsection, discrimination includes:

A refusal to make reasonable accommodation in rules, policies, and practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling;...

158. Defendant above-described discriminatory treatment and the denial to rent homes to the above-named plaintiffs in connection with the rental of a dwelling has caused them economic injury, consequential damages, and personal harm.

### **Prayer for Relief**

Wherefore, PLAINTIFFS pray:

(1) That the Court declares the actions of Defendant Colony Lakes, complained of to be in violation of the Fair Housing Act as amended;

(2) That Defendant, their agents, employees, successors, and assignees be temporarily, preliminarily and permanently enjoined from discriminating on the basis of race, color, sex, national origin, familial status, and disability against any persons in violation of the Fair Housing.

- (3) That such Defendants be ordered to:
- (i) Utilize the phrase “Equal Housing Opportunity” in all of their advertisements, solicitations, and similar materials for general public distribution;
  - (ii) Promulgate and implement a non-discrimination policy to be utilized in all dealings with the public as well as with other brokers, lenders and other housing professionals;
  - (iii) Develop and implement programs to encourage African Americans to seek employment with them as agents and in other positions of significant responsibility for the sale or leasing of real property;
  - (iv) Develop a marketing and outreach program designed to encourage African Americans to utilize their real property leasing and sale services which is supported by adequate staff and resources to enable it to show tangible success at a future monitoring date or date to be set by this Court or delegated to an appropriate governmental fair housing agency, private fair housing agency or court-appointed monitor with demonstrable capacity to assess and report Defendants’ marketing and outreach progress;
  - (v) Post in a prominent place readily viewed by all employees and prospective customers in their places of business fair housing notices which inform viewers of their fair housing rights under the Fair Housing Act and how they may have a private right of action and may file an administrative complaint asking the federal government to investigate and seek redress for any suspected violation thereof;

(vi) Implement an accommodation policy with respect to requests for reasonable modifications and accommodations.

(4) That the Court declare that Plaintiffs cannot be denied the right to rent a dwelling on the basis of their race, color, sex, national origin, familial status, and disability.

(5) That the Court grant the Plaintiffs actual damages, punitive damages, reasonable attorneys fees, and costs and such other relief as the court shall deem just and proper.

## **Count 2**

### **Violation of 42 U.S.C. § 3617**

159. Plaintiffs restate and re-allege paragraphs 1 through 154 of this complaint as though the same were fully set forth and pleaded herein.

160. Defendant has intentionally, and with careless and reckless disregard for her civil rights, discriminated against the Plaintiffs because of their race, African American, Asian Indian, in violation of 42 U.S.C. § 3617, which states that: It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606, of this title.

161. The Defendant has violated this section by refusing to allow rentals of dwellings and making housing unavailable to Plaintiffs; resulting in economic injury, consequential damages, and personal harm.

162. The Defendant has further violated this section by interfering with the sale of The Georges' home in retaliation for Plaintiffs assertion of their rights under the Fair Housing Act; resulting in economic injury, consequential damages, and personal harm.

**Prayer for Relief**

Wherefore, PLAINTIFFS pray:

- (1) That the Court declare the actions of Defendants, Colony Lakes Property Owner's Association, complained of herein to be in violation of the Fair Housing Act as amended;
- (2) That such Defendants, their agents, employees, successors and assignees be temporarily, preliminarily and permanently enjoined from discriminating on the basis of race, color, sex, national origin, familial status, and disability against any persons in violation of the Fair Housing Act.
- (3) That such Defendant be ordered to:
  - (i) Utilize the phrase "Equal Housing Opportunity" in all of their advertisements, solicitations, and similar materials for general public distribution;
  - (ii) Promulgate and implement a non-discrimination policy to be utilized in all dealings with the public as well as with other brokers, lenders and other housing professionals;
  - (iii) Develop and implement programs to encourage African-Americans to seek employment with them as agents and in other positions of significant responsibility for the sale or leasing of real property;
  - (iv) Develop a marketing and outreach program designed to encourage African-Americans to utilize their real property leasing and sale services which is supported by adequate staff and resources to enable it to show tangible success at a future monitoring date or date to be set by this Court or delegated to an appropriate governmental fair housing agency, private fair housing agency or

court-appointed monitor with demonstrable capacity to assess and report Defendants' marketing and outreach progress;

- (v) Post in a prominent place readily viewed by all employees and prospective customers in their places of business fair housing notices which inform viewers of their fair housing rights under the Fair Housing Act and how they may have a private right of action and may file an administrative complaint asking the federal government to investigate and seek redress for any suspected violation thereof;
  - (vi) Implement an accommodation policy with respect to requests for reasonable modifications and accommodations.
- (4) That the Court declare that Plaintiffs, above-named cannot be denied the right to rent a dwelling on the basis of their race, color, sex, national origin, familial status, and disability.
- (5) That the Court grant the Plaintiffs actual damages, punitive damages, reasonable attorneys fees, and costs and such other relief as the court shall deem just and proper.

### **Count 3**

#### **Violation of the Civil Rights Amendments 42 U.S.C. §1981**

163. The Plaintiffs, except Rekha George, restate and re-allege paragraph 1 through 154 of this Complaint as though the same were fully set forth and pleaded herein.

164. Defendants' actions of denying the rental of dwellings to the Plaintiffs on the basis of race, color, sex, national origin, familial status, and disability is a violation of the Plaintiffs' right to be protected against impairment by nongovernmental discrimination and impairment of their rights under color of State law as enjoyed by white citizens in violation of 42 U.S.C. §1981.

**Prayer for Relief**

Wherefore, PLAINTIFFS pray:

- (1) That the Court declare the actions of Defendants, Colony Lakes Property Owner's Association, complained of herein to be in violation of the Fair Housing Act as amended;
- (2) That such Defendants, their agents, employees, successors and assignees be temporarily, preliminarily and permanently enjoined from discriminating on the basis of race, color, sex, national origin, familial status, and disability against any persons in violation of the Fair Housing Act.
- (3) That such Defendant be ordered to:
  - (i) Utilize the phrase "Equal Housing Opportunity" in all of their advertisements, solicitations, and similar materials for general public distribution;
  - (ii) Promulgate and implement a non-discrimination policy to be utilized in all dealings with the public as well as with other brokers, lenders and other housing professionals;
  - (iii) Develop and implement programs to encourage African-Americans to seek employment with them as agents and in other positions of significant responsibility for the sale or leasing of real property;
  - (iv) Develop a marketing and outreach program designed to encourage African-Americans to utilize their real property leasing and sale services which is supported by adequate staff and resources to enable it to show tangible success at a future monitoring date or date to be set by this Court or delegated to an appropriate governmental fair housing agency, private fair housing agency or

court-appointed monitor with demonstrable capacity to assess and report Defendants' marketing and outreach progress;

- (v) Post in a prominent place readily viewed by all employees and prospective customers in their places of business fair housing notices which inform viewers of their fair housing rights under the Fair Housing Act and how they may have a private right of action and may file an administrative complaint asking the federal government to investigate and seek redress for any suspected violation thereof;
  - (vi) Implement an accommodation policy with respect to requests for reasonable modifications and accommodations.
- (4) That the Court declare that Plaintiffs, above-named cannot be denied the right to rent a dwelling on the basis of their race, color, sex, national origin, familial status, and disability.
- (5) That the Court grant the Plaintiffs actual damages, punitive damages, reasonable attorneys fees, and costs and such other relief as the court shall deem just and proper.

#### **Count 4**

##### **Violation of the Civil Rights Amendments 42 U.S.C. §1982**

165. The Plaintiffs, except Rekha George, restate and re-allege paragraph 1 through 154 of this Complaint as though the same were fully set forth and pleaded herein.

166. The actions by the Defendants of preventing the Plaintiffs from renting a dwelling is a violation of the Plaintiffs' rights to have the same rights enjoyed by the white citizens to hold and convey real and personal property in violation of 42 U.S.C. §1982.



### **Prayer for Relief**

Wherefore, PLAINTIFFS pray:

- (1) That the Court declare the actions of Defendant Colony Lakes, complained of herein to be in violation of the Fair Housing Act as amended;
- (2) That such Defendants, their agents, employees, successors, and assignees be temporarily, preliminarily and permanently enjoined from discriminating on the basis of race, color, sex, national origin, familial status, and disability against any persons in violation of the Fair Housing Act;
- (3) That such Defendants be ordered to:
  - (i) Utilize the phrase “Equal Housing Opportunity” in all of their advertisements, solicitations, and similar materials for general public distribution;
  - (ii) Promulgate and implement a non-discrimination policy to be utilized in all dealings with the public as well as with other brokers, lenders and other housing professionals;
  - (iii) Develop and implement programs to encourage African-Americans to seek employment with them as agents and in other positions of significant responsibility for the sale or leasing of real property;
  - (iv) Develop a marketing and outreach program designed to encourage African-Americans to utilize their real property leasing and sale services which is supported by adequate staff and resources to enable it to show tangible success at a future monitoring date or date to be set by this Court or delegated to an appropriate governmental fair housing agency, private fair housing agency or

court-appointed monitor with demonstrable capacity to assess and report Defendants' marketing and outreach progress;

- (v) Post in a prominent place readily viewed by all employees and prospective customers in their places of business fair housing notices which inform viewers of their fair housing rights under the Fair Housing Act and how they may have a private right of action and may file an administrative complaint asking the federal government to investigate and seek redress for any suspected violation thereof;
- (vi) Implement an accommodation policy with respect to requests for reasonable modifications and accommodations.

(4) That the Court declare that Plaintiffs above-named, cannot be denied the right to remain in the home;

(5) That the Court grant the Plaintiffs actual damages, punitive damages, reasonable attorneys fees, and costs and such other relief as the court shall deem just and proper.

Respectfully Submitted,

/s/ F. Willis Caruso  
By One of the Attorneys for Plaintiffs

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