

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

**FILED**

DEC 26 2002

UNITED STATES OF AMERICA,

Plaintiff,

v.

VINCENT INCOPERO,

Defendant.

No. 02 C 9390

Judge Moran

Judge James B. Moran  
United States District Court

**DOCKETED**

JAN - 2 2003

AMENDED COMPLAINT

The United States, by its attorney, PATRICK J. FITZGERALD, United States Attorney for the Northern District of Illinois, for its amended complaint states:

1. This action is brought by the United States to enforce provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601, *et seq.*

2. This court has jurisdiction over this action under 28 U.S.C. § 1331, 28 U.S.C. § 1345 and 42 U.S.C. § 3614(b)(2).

3. Defendant Vincent Incopero is a resident of the Northern District of Illinois.

4. The single family house at 428 South Elgin in Forest Park, Illinois ("the property") is a "dwelling" within the meaning of 42 U.S.C. § 3602(b).

5. Defendant Incopero bought the property from Jeannette Buritz, who in October 2000, entered into a lease with Incopero in order that her brothers, John Piotter and Frank Piotter, be permitted to continue to live indefinitely at the property for a very minimal monthly rent. The tenancy could end only if certain specified conditions were met.

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6. On June 25, 2001, John Piotter, Frank Piotter, Jeannette Buritz and Dennis Buritz ("complainants") filed an administrative complaint with the United States Department of Housing and Urban Development ("HUD"), alleging that defendant Incopero discriminated against Frank and John Piotter on the basis of disability in violation of sections 804 and 818 of the Fair Housing Act, 42 U.S.C. §§ 3604 and 3617.

7. Complainant Frank Piotter has lived at the property at all relevant times. Complainant John Piotter formerly lived at the property but is now deceased.

8. After the administrative complaint was filed but before a determination of reasonable cause or a charge was issued by HUD, defendant Incopero and complainants entered into a Conciliation Agreement through the HUD conciliation process as provided for in 42 U.S.C. § 3610. That Agreement, attached as Exhibit A, became effective on March 26, 2002, when it was approved by HUD.

9. The Conciliation Agreement provides that defendant Incopero will have a "licensed contractor" make specified major repairs to the property "in a workmanlike manner" and "in compliance with Forest Park's building code." The Agreement requires the repairs to begin no later than two weeks from the effective date of the Conciliation Agreement (approximately April 9, 2002) and to be completed no later than six months from the effective date of the Conciliation Agreement (approximately September 26, 2002).

10. Subject to defendant Incopero's performance of his obligations under the Conciliation Agreement, complainants agreed to waive, release, and covenant not to sue defendant Incopero with respect to any matters which were or might have been alleged as charges filed with HUD.

11. The Conciliation Agreement provides that the Secretary of HUD will determine whether defendant Incopero has complied with the terms of the Agreement.

12. The Secretary of HUD has determined that defendant Incopero has failed to perform the repairs required by the Conciliation Agreement. The six-month period during which the repairs were to be completed has passed, and none of the repairs has been made. The HUD inspection found, for example, that the toilet, which was required to be repaired, was "fully non-functional" and the bathtub, also required to be repaired, had a "drain [which would] not allow water to pass, [requiring complainant Frank Piotter to] bail water out with buckets."

13. Accordingly, on October 21, 2002, the Secretary referred the matter to the Attorney General for enforcement of the Conciliation Agreement, pursuant to 42 U.S.C. §§ 3610(c) and 3614(b)(2).

14. Defendant Incopero's breach of the Conciliation Agreement was willful and in bad faith.

15. HUD complainant Frank Piotter has complied with his obligations under the Conciliation Agreement in all respects.

WHEREFORE, the United States prays that the Court:

1. enforce the Conciliation Agreement and require that defendant Incopero immediately undertake and complete the repairs according to the terms of the Agreement pursuant to 42 U.S.C. § 3614(d)(1)(A);

2. award actual and punitive damages to Frank Piotter, pursuant to 42 U.S.C. § 3614(d)(1)(B);

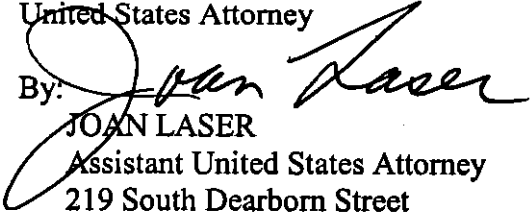
3. assess a civil penalty against defendant Incopero to vindicate the public interest, pursuant to 42 U.S.C. § 3614(d)(1)(C)(i); and

4. enjoin defendant Incopero from violating the Fair Housing Act so as to assure the full enjoyment of rights granted by the Act, pursuant to 42 U.S.C. § 3614(d)(1)(A).

The United States further prays for such additional relief as the interests of justice may require.

Respectfully submitted,

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**SEE CASE  
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EXHIBITS**