

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 DANIEL SABBIA, ADRIENNE SABBIA,)
 JEFFREY LOWE, THE LOWE GROUP)
 CHICAGO, INC., and MIDWEST REALTY)
 VENTURES, LLC d/b/a PRUDENTIAL)
 RUBLOFF PROPERTIES,)
)
 Defendants.)

No. 10 C 5967

Judge Der-Yeghiayan

PARTIAL FINAL CONSENT ORDER

I. INTRODUCTION

1. On August 26, 2010, George Willborn, Peytyn Willborn, the Willborns' adult child, Teara Hill Willborn and the Willborns' minor child (collectively, the "Willborns") filed a complaint, No. 10 C 5382, against Daniel and Adrienne Sabbia, Jeffrey Lowe, The Lowe Group Chicago, Inc. (The "Lowe Group"), and Midwest Realty, LLC d/b/a Prudential Rubloff ("Prudential"), alleging they discriminated on account of race in violation of the Fair Housing Act when the Sabbias refused to sell their single family home to the Willborns (the "Willborn Lawsuit").
2. On September 20, 2010, the United States filed a complaint, No. 10 C 5967, alleging the same claims against the same defendants on behalf of the Willborns and Dylcia Cornelious, pursuant to subsection 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o).
3. Jeffrey Lowe, The Lowe Group, and Prudential (collectively, the "Settling Defendants"), have entered into a settlement agreement with the Willborns resolving the claims by the Willborns against the Settling Defendants in the Willborn Lawsuit.
4. The United States files this Partial Consent Order to resolve all claims alleged in Case No. No. 10 C 5967 against the Settling Defendants. The Settling Defendants and the United States are collectively referred to as the "Settling Parties." Pursuant to Fed. R. Civ. P. 54(b), this Partial Consent Order shall constitute a final judgment as to all claims against the

Settling Defendants and there is no just reason for delay. Daniel and Adrienne Sabbia are not participating in this Consent Order. The litigation against them will continue.

A. Allegations Against Defendants

5. Were this case to proceed to trial, the United States would present evidence and testimony sufficient to establish the following facts:
6. George and Peytyn Willborn are an African-American married couple, who reside in Illinois with their adult child, Teara Hill Willborn, and their minor child.
7. Dylcia Cornelious is a resident of Chicago, Illinois and at all relevant times was a real estate agent licensed to do business in Illinois.
8. Defendants Daniel and Adrienne Sabbia are a white married couple, who, at all relevant times, owned the residence located at 3300 South Normal Avenue, Chicago, Illinois 60616, a five-bedroom, 8,000 square foot, single-family home, located in the Bridgeport neighborhood in Chicago (the "Property"). At all relevant times, the Sabbias lived in the Property with their three minor children.
9. Defendant Jeffrey Lowe is a resident of Chicago, Illinois and at all relevant times was a real estate agent licensed to do business in Illinois.
10. The Lowe Group is a corporation with its principal place of business in Chicago, Illinois. At all relevant times, Jeffrey Lowe was the corporation's employee and its sole officer, director, and shareholder.
11. Prudential is an Illinois Limited Liability Company that operates as a real estate brokerage firm. Beginning on February 26, 2009 and at all relevant times thereafter, Jeffrey Lowe and The Lowe Group acted as agents of Prudential.
12. In January 2008, the Sabbias retained the services of defendant Jeffrey Lowe to list, market, and sell the Property. The Property was subsequently listed on February 26, 2009 by the brokerage firm of Prudential, and Lowe acted as the listing agent for the brokerage firm.
13. During their initial conversation in 2008, Daniel Sabbia advised Lowe that he would prefer not to sell his home to an African American, but clarified that if it was for the right price, he did not care who bought the house.
14. In January 2008, the Sabbias, through Lowe, listed the Property for sale at a price of \$1.99 million. In November 2008, they took the Property off the market, and in April 2009 relisted the Property at a reduced price of \$1.799 million.

15. In January 2010, the Willborns retained the services of real estate agent Dylcia Cornelious to help them locate a 5,000 to 8,000 square foot single-family home near downtown Chicago.
16. On January 2, 2010, the Willborns toured the Property and made an offer of \$1.5 million. The Sabbias, through Lowe, countered with a demand of \$1.75 million.
17. Negotiations continued and on January 4, 2010, Lowe conveyed the Sabbias' final counteroffer to the Willborns of \$1.7 million.
18. Later on January 4, 2010, Cornelious conveyed to Lowe the Willborns' acceptance of the Sabbias' counteroffer and prepared a sales contract for signature.
19. On January 5, 2010, Lowe forwarded the contract, containing the terms to which the Willborns and Sabbias had verbally agreed, to the Sabbias for signature.
20. On January 9, 2010, Lowe informed Cornelious that the Sabbias were reconsidering the sale of the Property. Cornelious told Lowe the Sabbias' actions appeared racist and warned that such actions would constitute a fair housing violation. Lowe replied that he did not believe that the Sabbias' actions were motivated by race.
21. On January 11, 2010, Lowe informed Cornelious that the Sabbias would not sign the sales contract and were taking the Property off the market, because (1) Adrienne Sabbia had changed her mind about moving; (2) the Sabbias could not find a suitable new home to move into; and (3) the Sabbias wanted to keep their children in their current schools.
22. On January 12, 2010, Lowe took the Property off the market.
23. By signing this Consent Order, the Settling Defendants do not admit any violation of the Fair Housing Act or wrongdoing. It is expressly understood that neither the entering into this Consent Order nor any action taken by the Settling Defendants pursuant to this Consent Order shall be construed as an admission of liability.

B. Consent of the Settling Parties to Entry of this Order

24. The Settling Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to subsection 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o), and 28 U.S.C. §§ 1331 and 1345. The Settling Parties also agree that the controversy between them should be resolved without further proceedings and without a trial.
25. As indicated by the signatures below, the Settling Parties agree to entry of this Consent Order.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

II. GENERAL INJUNCTION

26. Defendants Jeffrey Lowe, the Lowe Group, and Prudential and each of Prudential's officers, employees, agents, successors and assigns, and all other persons acting in active concert or participation with them are enjoined from:
- A. Refusing to sell, refusing to negotiate for the sale of, or engaging in conduct that otherwise makes unavailable or denies dwellings to any potential buyer, or any person associated with that potential buyer, because of race or color, in violation of subsection 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a);
 - B. Discriminating against any person in making available a residential real estate-related transaction, or in the terms or conditions of such a transaction, because of race or color, in violation of Section 805 of the Fair Housing Act, 42 U.S.C. § 3605; and
 - C. Interfering with any person in the exercise or enjoyment of, or on account of any person's having exercised or enjoyed, or on account of any person's having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by sections 803-806 of the Fair Housing Act, in violation of section 818 of the Fair Housing Act, 42 U.S.C. § 3617.

III. PAYMENT OF MONETARY DAMAGES

27. Within ten (10) days of the entry of this Consent Order, Settling Defendants shall cause a total of thirty thousand dollars (\$30,000) to be paid to Dylcia Cornelious.
28. Upon receipt of the check, the United States shall send to Settling Defendants an executed release of all claims, legal or equitable, that Ms. Cornelious might have against the Settling Defendants. The release shall be substantially in the form of Appendix A.

IV. EDUCATIONAL PROGRAM

29. Within thirty (30) days of the entry of this Order, Prudential shall provide a copy of this Order to each of its real estate agents and, for the duration of this Order, to any new agents within ten (10) days of beginning his or her agency relationship with Prudential.
30. Within ninety (90) days after the date of entry of this Consent Order, defendant Lowe shall complete an educational program on the Fair Housing Act, with specific emphasis on discrimination on the basis of race. The content of this educational program shall be determined by and the training shall be conducted by a qualified party, approved by the United States and independent from the Settling Defendants. Any expenses associated with this

training shall be borne by the Settling Defendants. Defendant Lowe shall obtain from the trainer a certification confirming his attendance.

V. NOTIFICATION TO PUBLIC OF NONDISCRIMINATION POLICIES

31. Within ten (10) days after the date of entry of this Consent Order, the Settling Defendants shall take the following steps to notify the public of their nondiscriminatory policies:
 - A. Pursuant to 24 C.F.R. Part 110, post and prominently display at any place of business where they conduct real estate activity and/or have personal contact with clients, a Fair Housing Poster.
 - B. Include the words "Equal Housing Opportunity" or the fair housing logo in any advertising conducted in newspapers, Internet, telephone directories, radio, television or other media, and on all billboards, signs, pamphlets, brochures and other promotional literature. The words or logo should be prominently placed and easily legible.

VI. COMPLIANCE TESTING

32. The United States may take steps to monitor the compliance by the Settling Defendants with this Consent Order, including, but not limited to, conducting fair housing tests of the Settling Defendants and their agents and employees.

VII. MONITORING AND DOCUMENT RETENTION REQUIREMENTS

33. During the period in which this Consent Order is in effect, the Settling Defendants shall notify counsel for the United States in writing within thirty (30) days of receipt of:
 - A. Any written complaint against them or their agents or employees regarding discrimination in housing on the basis of race or color or alleging interference, retaliation, intimidation, or coercion on the basis of a person having exercised rights protected by the Fair Housing Act or having aided, assisted or encouraged others in exercising such rights; and
 - B. Any oral complaint received by them or their agents or employees regarding discrimination in housing on the basis of race or color or alleging interference, retaliation, intimidation, or coercion on the basis of a person having exercised rights protected by the Fair Housing Act or having aided, assisted or encouraged others in exercising such rights.

If the complaint is written, the Settling Defendants shall provide a copy of it with the notification. If the complaint is oral, Settling Defendants shall include a written summary of it with the notification. Whether written or oral, the notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Settling

Defendants shall also promptly provide the United States with all information it may request concerning any such complaint, and shall notify the United States within fifteen (15) days of the resolution of any such complaint.

34. For the term of this Consent Order, the Settling Defendants are required to preserve all records related to this Consent Order. Upon reasonable notice to the Settling Defendants, representatives of the United States shall be permitted to inspect and copy these records, provided, however, that the United States shall endeavor to minimize any inconvenience to Settling Defendants from such inspections.

VIII. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

35. This Consent Order shall remain in effect for three (3) years after the date of its entry.
36. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Decree. If no action is taken by the United States to extend this Order within three (3) years after the date of entry of this Order, the Order shall terminate, and Case No. 10 C 5967 shall be dismissed with prejudice, and the Court's jurisdiction of this action shall cease. The United States may move the Court to extend the duration of the Decree in the interests of justice, which the Settling Defendants retain the right to oppose.
37. The parties to this Consent Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution.

IX. TIME FOR PERFORMANCE

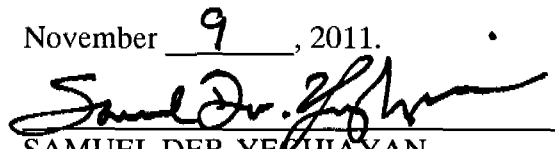
38. Any time limits for performance imposed by the Consent Order may be extended by the mutual written agreement of the Settling Parties.

X. COSTS OF LITIGATION

39. Each party to this Consent Order shall bear its own costs and attorneys' fees associated with this litigation.

IT IS SO ORDERED:

November 9, 2011.



SAMUEL DER-YEGHIAYAN

United States District Court

FOR PLAINTIFF UNITED STATES OF AMERICA:

PATRICK J. FITZGERALD
United States Attorney

By: s/ LaShonda A. Hunt
LASHONDA A. HUNT
PATRICK W. JOHNSON
Assistant United States Attorneys
219 South Dearborn Street
Chicago, Illinois 60604
(312) 886-4190
lashonda.hunt@usdoj.gov
(312) 353-5327
patrick.johnson2@usdoj.gov

FOR DEFENDANTS JEFFREY LOWE AND THE LOWE GROUP CHICAGO, INC.:

By: s/Edward W. Feldman
EDWARD W. FELDMAN
Miller Shakman & Beem LLP
180 N. LaSalle St., Suite 3600
Chicago, IL 60601
(312) 263-3700
efeldman@millershakman.com

**FOR DEFENDANT MIDWEST REALTY VENTURES, LLC d/b/a PRUDENTIAL
RUBLOFF PROPERTIES:**

By: s/ David Holmes
DAVID HOLMES
Wilson Elser Moskowitz Edelman & Dicker LLP
55 West Monroe Street - Suite 3800
Chicago, IL 60603-5001
(312) 821-6119
david.holmes@wilsonelser.com

APPENDIX A

**WAIVER, RELEASE OF CLAIMS, AND CONSENT NOT TO SUE DEFENDANTS
JEFFREY LOWE, THE LOWE GROUP AND PRUDENTIAL**

In consideration of the Settling Parties' agreement to the provisions of the Consent Order entered in *United States v. Daniel Sabbia, et al.*, No.10 C 5967 (N.D. Ill.), and the payment of the sum of thirty thousand dollars (\$30,000) by defendants Jeffrey Lowe, Lowe Group Chicago, Inc., and Midwest Realty, LLC d/b/a Prudential Rubloff ("Settling Defendants"), I, Dylcia Cornelious, hereby and forever waive, release, and agree not to sue the Settling Defendants for any claims, legal or equitable, I may have against the Settling Defendants and other officers, agents, employees, successors, executors, heirs, assigns, attorneys, and any other person in active concert or participation with them regarding any and all claims arising out of the issues alleged in this action. I fully acknowledge and agree that this release of the Settling Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

SIGNATURE

NAME: _____

ADDRESS: _____

DATE: _____