

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION

UNITED STATES OF AMERICA, et al.,)	
)	
Plaintiffs,)	
)	
v.)	CASE NO. 05-2223
)	
THE TOWN OF LAKE HUNTING AND)	
FISHING CLUB, INC.,)	
)	
Defendant.)	

CONSENT ORDER

On October 5, 2005, the United States instituted this action against The Town of Lake Hunting and Fishing Club, Inc. (“the Club”) on behalf of Bill Joly and Gail Joly, pursuant to Section 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o).

This action was brought pursuant to the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601, *et seq.* (“the Act”). The complaint alleged that the Club refused to allow Bill Joly and Gail Joly to install wheelchair ramps at the front and rear entrances of their unit and voted to expel Bill Joly from the Club, in violation of Sections 804(f)(1), 804(f)(3)(A) and 818 of the Act, 42 U.S.C. §§ 3604(f)(1), 3604(f)(3)(A) and 3617.

On February 8, 2006, Bill Joly and Gail Joly filed a separate Fair Housing Act action against the Club, Case No. 06-2031, which the Court consolidated with 05-2223 on April 25, 2006.

Defendant Club filed an answer, denying any liability under the Fair Housing Act.

The United States, Bill Joly and Gail Joly, and the Club desire to avoid the cost and uncertainty of protracted litigation and agree that this dispute should be resolved without the necessity of further proceedings or trial. The Club does not make any admission of liability. Therefore, the parties have waived a hearing and the entry of findings of fact and conclusions of law and have agreed to the entry of this Consent Order, as indicated by the signatures appearing below.

Therefore, it is hereby ORDERED, ADJUDGED and DECREED:

I. INJUNCTIVE RELIEF

A. Defendant Club, and its agents, employees, successors, and all persons in active concert or participation with it are enjoined, with respect to the sale, rental or availability of dwellings, from:

1. Discriminating in the sale or rental, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of disability, in violation of 42 U.S.C. § 3604(f)(1);
2. Refusing to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, in violation of 42 U.S.C. § 3604(f)(3)(A); and
3. Coercing, intimidating, threatening, or interfering with any person, including Bill and Gail Joly and anyone else who participated in HUD's investigation of the administrative complaint that gave rise to this action, in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or

encouraged any other person in the exercise or enjoyment of any right granted or protected by Sections 803, 804, 805, or 806 of the Fair Housing Act, in violation of 42 U.S.C. § 3617.

B. The Club shall allow the ramps proposed by Bill Joly and Gail Joly to be installed and to remain as long as the Jolys own their unit at the Club.

C. The letter dated June 9, 2004, in which the Club notified Bill Joly that he was expelled from the Club and that he had six months to dispose of his home, will be rescinded. Bill Joly will be deemed to be a Club member in good standing.

D. Except as specifically set forth herein, this Consent Order is not intended to alter or limit the powers and authority granted to the Club under the Club's bylaws; nor is it intended to alter or limit the rights of the Club under state or federal law.

E. Except as specifically set forth herein, this Consent Order is not intended to relieve Bill Joly and Gail Joly of their obligation to comply with the Club's bylaws, rules and regulations.

II. MANDATORY EDUCATION AND TRAINING

A. Within ninety (90) days from entry of this Consent Order, the president of the Club's board of directors shall attend a program of educational training focusing on the disability provisions of federal, state and local fair housing laws, regulations and ordinances. The training shall be conducted by a qualified individual or organization who has been previously approved by the Department of Justice, and any expenses associated with this training shall be borne by the Defendant. Defendant shall provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s) and certifications executed by the trainers confirming the attendance of the trainee.

B. For the duration of this Consent Order, all current and future members of the Club's board of directors shall be given a copy of and be required to read this Consent Order and sign a statement acknowledging same within ten (10) days after the date this Consent Order is entered by the Court or within ten (10) days after he or she joins the board. Upon reasonable request of the United States, Defendant shall deliver to the United States copies of all documents required to be maintained by this paragraph.

III. NOTIFICATION TO PUBLIC OF NONDISCRIMINATION POLICIES

Within ten (10) days after the date of entry of this Consent Order, Defendant shall take the following steps to notify the public of its nondiscriminatory policies:

A. Pursuant to 24 C.F.R. Part 110, post and prominently display in any office where there is sales activity and/or personal contact with applicants for membership in the Club, a Fair Housing Poster.

B. Include the words "Equal Housing Opportunity" or the fair housing logo in any advertising conducted by Defendant in newspapers, 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.

IV. RECORD KEEPING AND MONITORING

A. During the term of this Consent Order, Defendant shall preserve all records pertaining to its obligations under this Consent Order, including documentation on all requests for changes, modifications or exceptions to rules, policies, practices, services, or procedures by persons alleging physical or mental impairments and the actions taken, if any. Upon reasonable notice to Defendant's counsel, representatives of the United States Department of Justice shall be

permitted to inspect and copy all such records at reasonable times in order to monitor compliance with this Consent Order.

B. During the term of this Consent Order, Defendant shall give counsel for the United States written notice within fifteen (15) days of receipt of any written or oral complaint against the Club, or against any of its members of the board of directors, regarding discrimination on the basis of disability or conduct prohibited by 42 U.S.C. § 3617, and a description of the resolution of any such complaint within fifteen (15) days of resolution. If the complaint is written, Defendant shall provide a copy of it with the notice; if the complaint is oral, it shall include a written summary of it with the notice. The notice shall include the full details of the complaint, including the complainant's name, address and telephone number. Defendant shall also promptly provide the United States with all information it may request concerning any such complaint and its actual or attempted resolution.

V. RELIEF FOR BILL JOLY AND GAIL JOLY

- A. The Club will pay the total sum of Forty Thousand (\$40,000) Dollars in settlement of the case, including attorneys fees in two installments by checks made payable to Bill Joly and Gail Joly and The John Marshall Law School. The first payment of Twenty-Five Thousand (\$25,000) Dollars shall be made upon entry of this consent decree and the second installment payment of Fifteen Thousand (\$15,000) Dollars shall be made on or before January 2, 2008.
- B. Bill Joly and Gail Joly will be allowed to construct the ramps that they have requested, consistent with the plans that they have provided; the plans are attached to this Consent Decree as Exhibit 1.

The ramp in the front of the house will come out from an existing porch, run in one direction, contain a turnaround area, and run in the other direction. This ramp will remain within an area of Club property that is assigned to Bill Joly. Bill Joly will make his best effort to see that this work is done in a workmanlike manner and that any required building permits are obtained. 24 C.F.R. § 100.203(b).

The ramp in the rear of the house will come out from an existing porch, run south until it has passed a line drawn from the south side of the garage, reach a 90° turn area, and run west, parallel to the garage, with the south side of the ramp no more than seven feet from the garage, until the ramp reaches the ground. When this ramp reaches the ground, it will connect with a sidewalk that is described in Section C, infra. Bill Joly will make his best effort to see that this work is done in a workmanlike manner and that any required building permits are obtained. 24 C.F.R. § 100.203(b).

For purposes of this agreement only, the parties consider that the area between one foot south of the Jolys' house and one foot north of the next house to the south is "Club Property," to be accessible to all members of the Club. The ramp from the rear of the house will, in part, enter this "Club Property" between the houses, after the ramp makes its 90° turn and runs west. The sidewalk will, in part, also enter this "Club Property" between the houses. The parties agree that, except for the portion of the ramp and the sidewalk that are in the "Club Property" between the houses, the remainder of this "Club Property" between the houses shall remain open and accessible to all members of the Club, including

Bill and Gail Joly, so that permission to build the ramp and sidewalk in part of “Club Property” is not permission to build further in this “Club Property,” and so that Bill and Gail Joly will have full access to the assigned area to the rear of their house.

- C. Bill Joly and Gail Joly will be allowed to install a cement walk along the south side of the garage, to connect to the driveway and to the street. The walk will be no wider than 5 feet, and the north side of the walk will be no more than one foot from the garage. It is understood that they may remove a tree stump and otherwise use the area to install the walk.
- D. All charges, dues, expenses, costs, attorneys fees claimed, charged or that could have been claimed, charged or assessed are dismissed, waived and eliminated so that Bill Joly and Gail Joly do not owe anything to the Club for anything prior to the entry of the Consent Decree.
- E. Upon entry of the Consent Decree Bill Joly’s membership shall be reinstated and he shall concurrently pay the dues for the year 2007 and Gail Joly shall have the same rights of survivorship as any other spouse or family member has with respect to the membership of Bill Joly.
- F. Concurrently with the entry of the Consent Decree the parties shall deliver in duplicate originals mutual releases in the form attached hereto as Exhibit 3, mutually releasing one from the other all claims of Bill Joly, Gail Joly, the Club and all Officers and members of the Club.

VI. COURT JURISDICTION, SCOPE AND TERM OF CONSENT ORDER

A. The parties have consented to the entry of this Consent Order as indicated by the signatures below. To this end, the parties stipulate and the Court finds that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §3612(o).

B. This Consent Order is effective immediately upon its entry by the Court.

C. The entry of this Consent Order will terminate this case. The Court will retain jurisdiction, in order to enforce the terms of this Consent Order, for a period of three years after the entry of this Consent Order.

D. The United States or Bill Joly and Gail Joly may move the Court to extend the duration of the Order if it determines that Defendant has violated one or more terms of the Order or if the interests of justice otherwise require.

E. 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. However, in the event of a failure by Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise to act in violation of any provision thereof, the United States or Bill Joly and Gail Joly may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorneys' fees which may have been occasioned by Defendant's violation or failure to perform.

F. Each party to this Consent Order shall bear its own costs and attorney's fees associated with this action.

G. This Consent Order may be signed by the parties in counterparts.

s/Harold A. Baker
HAROLD A. BAKER
UNITED STATES DISTRICT JUDGE

The terms of this Consent Order have been agreed to by the parties, as indicated by the signatures of counsel below, and the parties request the entry of this Consent Order:

FOR THE UNITED STATES:

/s/ James A. Lewis

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FOR BILL JOLY AND GAIL JOLY:

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FOR THE DEFENDANT:

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