

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES,)	
)	
Plaintiff,)	
)	
v.)	No.
)	
DANIEL SABBIA; ADRIENNE SABBIA;)	
JEFFREY LOWE; THE LOWE GROUP)	Judge
CHICAGO, INC.; and MIDWEST REALTY)	
VENTURES, LLC d/b/a PRUDENTIAL)	
RUBLOFF PROPERTIES,)	
)	
Defendants.)	

COMPLAINT

The United States of America, by its attorney, Patrick J. Fitzgerald, United States Attorney for the Northern District of Illinois, brings this action on behalf of George Willborn, Peytyn Willborn, the Willborns' adult child, Tiara Hill Willborn, the Willborns' minor child, G.W., and Dylcia Cornelious, pursuant to section 812(o) of the Fair Housing Act, as amended, 42 U.S.C. § 3612(o), and alleges as follows:

1. This court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).
2. George and Peytyn Willborn (the "Willborns") are an African-American married couple, who reside in Illinois with their adult child, Tiara Willborn, and their minor child, G.W.
3. Dylcia Cornelious is a resident of Chicago, Illinois and at all relevant times was a real estate agent licensed to do business in Illinois.
4. Defendants Daniel and Adrienne Sabbia (the "Sabbias") 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.

5. 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.

6. The Lowe Group Chicago, Inc., (“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.

7. Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties (“Prudential Rubloff”) is an Illinois Limited Liability Company that operates as a real estate brokerage firm. At all relevant times, Jeffrey Lowe and The Lowe Group acted as agents of Prudential Rubloff.

8. The Property is a “dwelling” within the meaning of 42 U.S.C. § 3602(b).

9. Daniel Sabbia has several family members who live in Bridgeport, and a sister and brother-in-law who reside at 3304 South Normal Avenue, which is directly next door to the Property.

10. In January 2008, the Sabbias retained the services of defendant Jeffrey Lowe to list, market, and sell the Property. As a result, the Property was listed by the brokerage firm of Prudential Rubloff, and Lowe acted as the listing agent for the brokerage firm.

11. While Lowe represented the Sabbias, 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.

12. 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 briefly, and in April 2009 relisted the Property at a reduced price of \$1.799 million.

13. In January 2010, the Willborns retained the services of real estate agent Dylcia Cornelious to help them locate a newer construction, approximately 5,000 to 8,000 square foot single-family home near downtown Chicago. Cornelious is an agent with ReMax 2000 and has been in the real estate business for approximately 12 years.

14. On January 2, 2010, the Willborns toured the Property with Cornelious. At the time of the tour, the Property was listed for \$1.799 million and had been on the market for almost two years.

15. As the Willborns left the Property, Daniel Sabbia was sitting in his car in the driveway of the Property and waived to the Willborns.

16. Prior to sending this sales contract to the Sabbias, Lowe knew the Willborns were African American.

17. At all times relevant, George Willborn was a nationally syndicated radio personality and comedian appearing in television and film.

18. The Willborns were financially qualified to buy the Property.

19. On January 2, 2010, the same day they toured the Property, the Willborns made an offer of \$1.5 million with \$75,000 in earnest money and a closing date of February 25, 2010. The Sabbias countered with a demand of \$1.75 million and a later closing date.

20. On January 3, 2010, the Willborns offered \$1.65 million and requested that the Sabbias leave the televisions in the theater and living room.

21. On January 4, 2010, Lowe conveyed the Sabbias' final counteroffer to the Willborns of \$1.7 million with an April 1, 2010 closing date.

22. Later on January 4, 2010, Cornelious conveyed to Lowe the Willborns' acceptance of the Sabbias' counteroffer and prepared a sales contract for signature.

23. 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.

24. By January 8, 2010, Cornelious had not received a signed contract and inquired with Lowe about the contract, adding that she was holding the earnest money check.

25. 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.

26. 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.

27. On January 12, 2010, at the Sabbias' direction, Lowe took the Property off the market.

28. On or about January 28, 2010, the Willborns and Dylcia Cornelious filed a timely verified complaint alleging discrimination in housing on the basis of race with the United States Department of Housing and Urban Development ("HUD complaint") pursuant to section 810(a) of the Fair Housing Act, 42 U.S.C. § 3610(a). The HUD complaint alleged, *inter alia*, that the

Sabbias, Jeffrey Lowe, The Lowe Group, and Prudential Rubloff discriminated against the complainants by refusing to sell a house to the Willborns because of their race.

29. Pursuant to the requirements of 42 U.S.C. § 3610(a) and (b), the Secretary of HUD conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. Based on the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that discriminatory housing practices had occurred. Accordingly, on August 9, 2010, the Secretary issued a Charge of Discrimination (“the Charge”) pursuant to 42 U.S.C. § 3610(g)(2)(A), charging defendants Daniel and Adrienne Sabbia with engaging in discriminatory housing practices in violation of section 804(a) and section 818 of the Fair Housing Act, 42 U.S.C. § 3604(a) and 3617, and defendants Jeffrey Lowe, The Lowe Group, and Prudential Rubloff with engaging in discriminatory housing practices in violation of section 804(a), section 805, and section 818 of the Fair Housing Act, 42 U.S.C. §§ 3604(a), 3605, and 3617.

30. On August 20, 2010, complainants George and Peytyn Willborn and Dylcia Cornelious elected to have the HUD Charge resolved in a civil action in federal district court, pursuant to 42 U.S.C. § 3612(a).

31. Following this election, the Secretary of HUD authorized the Attorney General to commence a civil action, pursuant to 42 U.S.C. § 3612(o).

32. On February 1, 2010, a few days after receiving the HUD complaint, the Sabbias directed Lowe to offer the Willborns the opportunity to buy the Property, with all of its furniture, for the full asking price of \$1.799 million.

33. The Willborns rejected this offer.

34. One month later, on March 8, 2010, Lowe relisted the Property at the asking price of \$1.799 million.

35. At the time the Sabbias relisted the Property, they still had not located a suitable home to move into, and the Sabbia children attended the same school they had attended all year.

36. As a result of defendants' actions described above, the Willborns were prevented from buying the house they wanted, and Cornelious was prevented from negotiating the sale and receiving the sales commission on the Property.

37. By refusing to sell the Property to the Willborns and taking it off the market, the Sabbias have discriminated against the Willborns and Cornelious by:

a. making a dwelling unavailable to the Willborns because of their race, in violation of 42 U.S.C. § 3604(a); and

b. interfering with the Willborns and Cornelious in their exercise of rights granted under the Fair Housing Act, in violation of 42 U.S.C. § 3617.

38. By conveying the Sabbias' refusal to sell the Property to the Willborns and facilitating the Property's removal from the market, defendants Lowe, the Lowe Group, and Prudential Rubloff have discriminated against the Willborns and Cornelious by:

a. making a dwelling unavailable to the Willborns because of their race, in violation of 42 U.S.C. § 3604(a);

b. interfering with the Willborns and Cornelious in their exercise of rights granted under the Fair Housing Act, in violation of 42 U.S.C. § 3617; and

c. making residential real estate-related transactions unavailable to the Willborns and Cornelious because of the Willborns' race, in violation of 42 U.S.C. § 3605.

39. George and Peytyn Willborn, their adult daughter, Tiara Hill Willborn, their minor child, G.W., and Cornelious are aggrieved persons, as defined in 42 U.S.C. § 3602(i), and have suffered damages as a result of the defendants' conduct described above.

40. The discriminatory actions of defendants were intentional, willful, or taken in disregard for the rights of the Willborns and Cornelious.

WHEREFORE, the United States prays that this court:

1. declare that the discriminatory housing practices of the Sabbias as set forth above violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3604(a) and 3617;

2. declare that the discriminatory housing practices of defendants Lowe, the Lowe Group, and Prudential Rubloff as set forth above violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3604(a), 3605, and 3617;

2. enjoin the defendants, any agents, employees, and successors they may have, and all other persons in active concert or participation with them from: (1) denying a dwelling based on race in violation of 42 U.S.C. § 3604(a); (2) intimidating, threatening, and interfering with rights granted or protected by the Fair Housing Act in violation of 42 U.S.C. § 3617; and (3) making residential real estate-related transactions unavailable to real estate buyers, sellers, and agents because of race;

3. award compensatory and punitive damages to the Willborns and Cornelious, pursuant to 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1); and

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

Respectfully submitted,

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