

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	No. 10 C 5967
DANIEL SABBIA, ADRIENNE SABBIA,	)	
JEFFREY LOWE, THE LOWE GROUP	)	Judge Der-Yeghiayan
CHICAGO, INC., and MIDWEST REALTY	)	
VENTURES, LLC d/b/a PRUDENTIAL	)	
RUBLOFF PROPERTIES,	)	
	)	
Defendants.	)	

**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. Daniel and Adrienne Sabbia (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 claims in this case and the Willborn Lawsuit against the remaining defendants, Jeffrey Lowe, The Lowe Group, and Prudential, were previously settled and are subject to a separate consent decree and settlement agreement.
5. 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.

**A. Allegations Against Defendants**

6. Were this case to proceed to trial, the United States would present evidence and testimony sufficient to establish the following facts:
7. 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.
8. Dylcia Cornelious was at all relevant times a resident of Chicago, Illinois and a real estate agent licensed to do business in Illinois.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
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. Daniel Sabbia, through Lowe, countered with a demand of \$1.75 million.
17. Negotiations continued and on January 4, 2010, Lowe conveyed Daniel Sabbia's final counteroffer to the Willborns of \$1.7 million.
18. Later on January 4, 2010, Cornelious conveyed to Lowe the Willborns' acceptance of the 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 Daniel Sabbia 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; (3) the Sabbias wanted to keep their children in their current schools; and (4) Adrienne Sabbia refused to sell the house for less than \$1.799 million.
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 Daniel and Adrienne Sabbia, their agents, successors and assigns, and all other persons acting in active concert or participation with them are enjoined from:
- A. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or color;
  - B. Discriminating against any person in the terms, conditions, or privileges of the rental or sale of a dwelling, or in the provision of services or facilities in connection therewith, because of race or color;
  - C. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, on the basis of race or color; and
  - D. Representing to persons because of race or color that any dwelling is not available for inspection, rent, or sale when such dwelling is, in fact, so available.

**III. PAYMENT OF MONETARY DAMAGES**

27. Within ten (30) days of the entry of this Consent Order, Settling Defendants shall cause a total of six thousand dollars (\$6,000.00) 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. COMPLIANCE TESTING**

29. 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.

**V. MONITORING AND DOCUMENT RETENTION REQUIREMENTS**

30. 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 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 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.

- 31. 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.

#### **VI. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION**

- 32. This Consent Order shall remain in effect for three (3) years after the date of its entry.
- 33. 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.
- 34. 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.

**VII. TIME FOR PERFORMANCE**

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

**VIII. COSTS OF LITIGATION**

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

**IT IS SO ORDERED:**

July 27, 2012.

  
SAMUEL DER-YEGHIAYAN  
United States District Court

**FOR PLAINTIFF UNITED STATES OF AMERICA:**

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**APPENDIX A**

**WAIVER, RELEASE OF CLAIMS, AND CONSENT NOT TO SUE DEFENDANTS  
DANIEL AND ADRIENNE SABBIA**

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 six thousand dollars (\$6,000) by defendants Daniel and Adrienne Sabbia ("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: \_\_\_\_\_