

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
and)
)
SOUTH SUBURBAN HOUSING CENTER,))
)
Plaintiff-Intervenor,)
)
v.)
)
THE HILLEBOLD FAMILY TRUST,)
JOHN HILLEBOLD as TRUSTEE,)
and ROSEMARY HILLEBOLD,)
INDIVIDUALLY and as TRUSTEE,)
)
Defendants.)

No. 06 C 6114
Judge Coar

CONSENT ORDER

On November 8, 2006, the United States instituted this action against the Hillebold Family Trust, John Hillebold as trustee, and Rosemary Hillebold, individually and as trustee, on behalf of Joan M. Stover and the South Suburban Housing Center, pursuant to Section 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o).

On February 9, 2007, the South Suburban Housing Center filed an intervenor complaint against all the defendants. On March 2, 2007, the defendants filed answers to the United States' complaint and to the intervenor complaint.

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 Mr. and Ms. Hillebold discriminated against Ms. Stover and the South Suburban Housing Center on the basis of race, in violation of Sections 804(b), (c) and (d) of the Act, 42

U.S.C. §§ 3604(b), (c) and (d). Mr. and Mrs. Hillebold have denied the allegations of discrimination.

The United States, Joan Stover, the South Suburban Housing Center and Mr. and Ms. Hillebold 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. 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

The Hillebold Family Trust, John Hillebold and Rosemary Hillebold, and any agents, employees, successors, and persons in active concert or participation with them are enjoined from:

A. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, in violation of 42 U.S.C. § 3604(b);

B. Making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling, that indicates any preference, limitation, or discrimination based on race, or an intention to make any such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c); and

C. Representing to persons because of race that a dwelling is not available for inspection or rental when such dwelling is in fact so available, in violation of 42 U.S.C. § 3604(d).

II. MANDATORY EDUCATION AND TRAINING

Within ninety (90) days from entry of this Consent Order, John Hillebold and Rosemary Hillebold shall attend a program of educational training focusing on the race-related provisions of federal, state and local fair housing laws, regulations and ordinances. The training shall be conducted by a qualified individual or organization which has been previously approved by the Department of Justice, and any expenses associated with this training shall be borne by the Defendants. Defendants 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 trainees.

III. NOTIFICATION TO PUBLIC OF NONDISCRIMINATION POLICIES

Within ten (10) days after the date of entry of this Consent Order, 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 defendants conduct rental activity and/or have personal contact with applicants for rental of their property, a Fair Housing Poster.

B. Include the words "Equal Housing Opportunity" or the fair housing logo in any advertising conducted by Defendants 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, Defendants shall preserve all records pertaining to their obligations under this Consent Order. Upon reasonable notice to Defendants' 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, Defendants shall give counsel for the United States written notice within fifteen (15) days of receipt of any written or oral complaint against the Defendants, regarding discrimination on the basis of race, and a description of the resolution of any such complaint within fifteen (15) days of resolution. If the complaint is written, Defendants 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. Defendants 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 JOAN STOVER AND SOUTH SUBURBAN HOUSING CENTER

A. Defendants will pay the total sum of Twenty-Five Thousand Dollars (\$25,000) in compensatory damages in settlement of the case, by two checks made payable to Joan Stover. Within fifteen (15) days of the Court's entry of this consent decree, defendants will send a check for Ten Thousand Dollars (\$10,000). Within sixty (60) days of the Court's entry of this consent decree, defendants will send a check for Fifteen Thousand Dollars (\$15,000). The checks shall be sent c/o Joan C. Laser, Assistant United States Attorney, 219 South Dearborn Street, Chicago, IL 60604, for her to forward to Joan Stover, provided that no amount shall be paid pursuant to this paragraph before Ms. Stover has executed a written release (substantially in the form of Attachment A) of all claims, legal or equitable, that she might have against the defendants relating to the claims asserted in this lawsuit.

B. Defendants will pay the total sum of Seventeen Thousand Dollars (\$17,000) in

settlement of the case, by two checks made payable to the Trust Account of the law firm of Kinoy, Taren and Geraghty P.C., provided that no amount shall be paid pursuant to this paragraph before the South Suburban Housing Center has executed a written release (substantially in the form of Attachment B) of all claims, legal or equitable, that it might have against the defendants relating to the claims asserted in this lawsuit. Within fifteen (15) days of the Court's entry of this consent decree, defendants will send a check for Ten Thousand Dollars (\$10,000). Within sixty (60) days of the Court's entry of this consent decree, defendants will send a check for Seven Thousand Dollars (\$7,000).

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. This Decree is effective immediately upon its entry by the Court and shall be effective for a period of three (3) years thereafter. The Court shall retain jurisdiction to enforce the terms of this Consent Decree, which is a final order ending the case, in accordance with *Shapo v. Engle*, 463 F. 3d 641 (7th Cir. 2006).

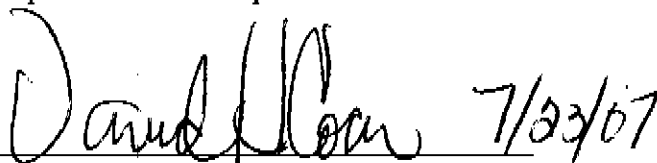
D. The United States or the Plaintiff-Intervenor may move the Court to extend the duration of the Order if it determines that Defendants have violated one or more terms of the Order or if the interests of justice otherwise require.

E. The parties 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 Defendants, 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 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 Defendants' 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.

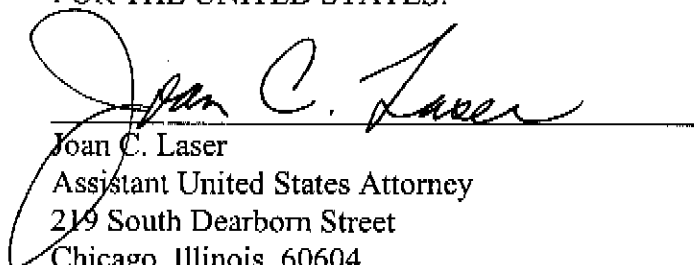
G. This Consent Order may be signed by the parties in counterparts.



THE HONORABLE DAVID H. COAR
UNITED STATES DISTRICT JUDGE

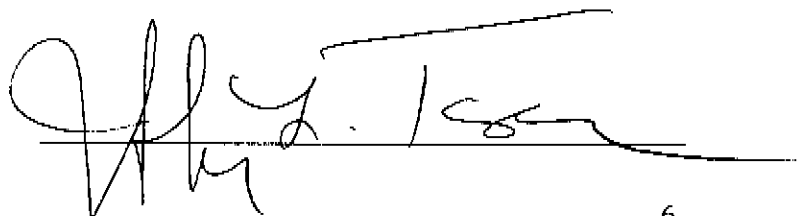
The terms of this Consent Order have been agreed to by the parties, as indicated by the signatures of counsel below, and the parties request the entry of this Consent Order:

FOR THE UNITED STATES:



Joan C. Lasar
Assistant United States Attorney
219 South Dearborn Street
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FOR SOUTH SUBURBAN HOUSING CENTER:



Jeffrey Taren, Esq.
Ill. Reg. No. 2796821
Kinoy, Taren and Geraghty P.C.
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FOR THE HILLEBOLD FAMILY TRUST, JOHN HILLEBOLD as TRUSTEE, and
ROSEMARY HILLEBOLD, INDIVIDUALLY and as TRUSTEE:



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