

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

KAMAL ALEX MAJIED, *et al.*)
)
 Plaintiffs,)
)
 v.)
) 1:09-cv-05201
 TERRENCE J. FLANAGAN,)
)
 Defendant.)
 _____)

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
) 1:09-cv-07338
)
 TERENCE FLANAGAN,)
)
 Defendant.)
 _____)

CONSENT ORDER

I. INTRODUCTION

1. The plaintiffs Kamal Alex Majied and the South Suburban Housing Center (SSHC) filed No. 1:09-cv-0521 alleging that the defendants refused to rent, refused to negotiate for the rental of, misrepresented the availability of, and expressed a discriminatory preference with regard to the rental of a single-family home located at 14412 Highland Avenue, Orland Park, Illinois because of Mr. Majied's race. They asserted that these actions violated the Fair Housing

Act, 42 U.S.C. §§ 3601 – 3619, and the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982.

The plaintiffs sought injunctive relief and actual and punitive damages.

2. The United States filed No. 1:09-cv-07338 to enforce the provisions of the Fair Housing Act, 42 U.S.C. §§ 3601 - 3619. The United States' complaint alleged that Defendant Terence Flanagan has engaged in a pattern or practice of discrimination on the basis of race or color and/or a denial of rights to a group of persons that raises an issue of public importance, in violation of 42 U.S.C. § 3614(a)-(d), in the rental of dwelling units that the Defendant claimed to own and/or manage in the Chicago metropolitan area.

3. The private plaintiffs' complaint alleged that on or about July 28, 2009, Mr. Majied and his wife went to the Orland Park house in response to a newspaper advertisement, met Defendant Flanagan there, and Mr. Flanagan told them that he had just rented the house. Their complaint further alleges that Mr. Majied's wife, who is Caucasian, telephoned the next day, was informed that the house remained available for rent, and made an appointment to see it, an appointment she did not keep.

4. After being contacted by the Majieds, the SSHC sent a white tester who met with Mr. Flanagan at the Orland Park house on July 31, 2009. During their conversation, Mr. Flanagan asked if her husband were black, said that he had had problems with a previous rental of the house to a mixed-race family, and stated that blacks did not belong in Orland Park and were not going to live in his house, or words to that effect.

5. The United States subsequently had a white tester meet with Mr. Flanagan at the Orland Park house on August 7, 2009, after confirming that it remained available for rent. Their conversation was digitally recorded by the tester. Before he showed this tester his house, Mr.

Flanagan asked the tester if her husband were black, and then recounted that his neighbors had been upset when he had previously rented the house to a mixed-race family. Mr. Flanagan also told the tester that blacks had been “trying to break the color barrier” in this area of Orland Park for “something like eight years” and he was not going to be “the first one to do it.” Finally, Mr. Flanagan told the white tester that he would rent the house to her for \$100 less than the advertised rate because “you’re not black, that’s the reason you’re getting that.”

II. ADMISSION OF LIABILITY AND CONSENT TO ENTRY OF ORDER

6. Defendant Terence Flanagan admits that he made the statements set forth in Paragraphs 4 and 5.

7. The Majied Plaintiffs, the United States, and Defendant Terence Flanagan have agreed that to avoid protracted and costly litigation, these lawsuits should be resolved without a trial. The parties have further agreed that because both lawsuits arise out of the same factual circumstances, they should be consolidated and resolved jointly. Therefore, the parties consent to the entry of this Consent Order, as shown by the signatures below.

ACCORDINGLY, It is hereby ADJUDGED, ORDERED and DECREED:

III. GENERAL INJUNCTION

8. These two lawsuits, Nos. 1:09-cv-05201 and 1:09-cv-07338, are consolidated for all purposes before this Court.

9. Defendant Terence Flanagan, and all other persons in active concert or participation with him, are enjoined, with respect to the rental or sale of dwellings,¹ from:

¹ The term “dwellings” has the meaning set out in the Fair Housing Act, 42 U.S.C. §3602(b).

- 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.

10. The provisions of Paragraph 9 apply to: (a) all residential dwellings offered for rent or sale in which Defendant has, or in the future acquires, any ownership or management interest; and (b) any dwelling from which Defendant is to receive any portion of the proceeds of the sale or rental thereof.

11. The affirmative injunctive provisions of this Order set out below shall be in effect for a period of five (5) years, unless extended pursuant to the provisions of Paragraph 20 below.

12. The Defendant shall also be enjoined, for the duration of this Order, from personally renting, managing, or showing for rent, any dwelling. If, during the duration of this Order, the Defendant chooses to offer for rent any dwelling(s) in which he has an ownership interest, the

Defendant shall use the services of a third party, who shall be approved in advance by the United States, to show, rent, or manage the dwelling(s) on his behalf.

IV. CREATION AND PUBLICATION OF NON-DISCRIMINATION POLICY

13. Within five (5) days of the entry of this Consent Order, Defendant shall distribute a copy of this Order to each person or entity, if any, who manages or operates any dwelling for him or on his behalf as well as any person or entity who has any involvement in or responsibility for showing, renting, or selling any dwelling for him or on his behalf. At the same time, Defendant shall distribute to each such person or entity a copy of the nondiscriminatory rental and sale policy attached as Exhibit A hereto. Defendant shall also, within thirty (30) days of entry of this Consent Order, provide a list of the names and addresses of all persons or entities to whom he provided these documents to counsel for the United States.² If, at any point during the duration of this Order, any additional person(s) or entities begin managing, renting, or operating any dwelling on behalf of the Defendant, the Defendant shall provide a copy of this Order and Exhibit A to such person or entity within five (5) days of such person or entity's beginning to act on the Defendant's behalf.

14. Within thirty (30) days of the date of entry of this Consent Order, Defendant shall deliver to counsel for the United States a report that shall include the following information: (a) the names of all entities or persons, if any, who manage, operate, show, rent, or sell any

² All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-23-799, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.

dwelling(s) on his behalf; (b) a statement affirming, under penalty of perjury, that the Defendant has shared a copy of this Consent Order and a copy of Exhibit A with each of those entities or persons. Defendant shall also require such entities or persons to provide the names, addresses, and telephone numbers of all persons who rented or inquired about renting any dwelling in which the Defendant had an ownership interest during the preceding reporting period and shall include this information in each report. Defendant shall submit reports encompassing the same information on the first, second, third, and fourth anniversaries of the Consent Order and sixty (60) days before its scheduled expiration. In the event that Defendant elects not to offer to rent any dwelling during the duration of this Order, he shall report that fact to the United States on those dates.

15. During the term of this Order, Defendant and any third party selected to rent dwellings on his behalf shall preserve all records that are the source of, contain, or relate to any of the information pertinent to his obligations under this Order. Upon reasonable notice to counsel for Defendant, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendant shall provide copies of such documents to it.

V. MONETARY RELIEF

16. Within thirty (30) days of entry of this Order, or by December 31st, 2010, whichever occurs first, Defendant shall pay to Plaintiff Kemal Alex Majied the sum of fifteen thousand dollars and no cents (\$15,000.00). In addition, within thirty (30) days of the entry of this Order, Defendant shall pay the sum of fifteen thousand dollars and no cents (\$15,000.00) to Plaintiff

South Suburban Housing Center. These payments shall be delivered to the plaintiffs only upon execution of a Release of all claims against Defendant.

17. Within thirty (30) days of entry of this Order, the Defendant shall pay a total of five thousand dollars (\$5,000.00) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

VI. COMPLIANCE WITH CONSENT ORDER

18. The United States and the SSHC may take steps to monitor the Defendant's compliance with this Consent Order including, but not limited to, conducting fair housing tests at any property of the Defendant's which may be available for rent.

19. By agreeing to entry of this Consent Order, the United States and the Defendant agree that in the event Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.

20. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the event of noncompliance, whether intentional or not, with any of its terms or if it believes the interests of justice so require.

21. In the event that the Defendant and/or his designee fails to timely make any of the payments required pursuant to Paragraphs 16 and 17 of this Order, then within fourteen (14) days thereafter, the private plaintiffs or the United States may elect to declare the within Decree null and void and the parties shall be returned to the litigation status they were in prior to the entry of this Order. Alternatively, any of the plaintiffs may seek any other remedy available under the law for this breach of the Order.

22. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such


matters to the Court for resolution. However, in the event the United States contends that there has been 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 conformance with 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 reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

VII. TIME FOR PERFORMANCE

23. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties. The other provisions of this Order may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Order or until such time as the Court indicates through written order that it has not approved the modification.

24. Each party shall bear its own costs and attorneys' fees.

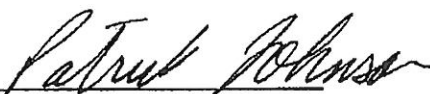
IT IS SO ORDERED this 19th day of January, ~~2010~~²⁰¹¹.


UNITED STATES MAGISTRATE JUDGE

By their signatures below, the parties consent to the entry of this Order.

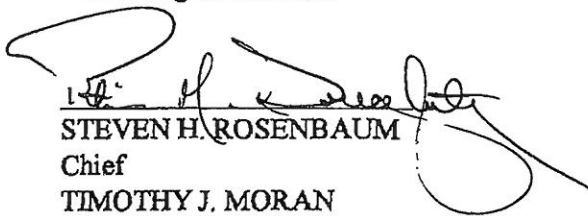
For the United States:

PATRICK J. FITZGERALD
United States Attorney



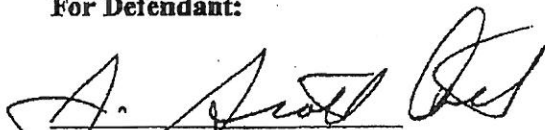
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TERENCE FLANAGAN

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South Suburban Housing Center:**



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Exhibit A

NONDISCRIMINATION POLICY

It is the policy of Terence Flanagan to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that dwellings are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, Terence Flanagan and all agents and employees with the responsibility for renting, managing, or administering any dwelling units on his behalf must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of race or color. Such agents and employees may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate 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, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause 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, color, religion, national origin, disability, familial status, or sex; or
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.