

to show the unit. Second, after Plaintiff Carolyn Mack persisted, he claimed that the unit was too noisy for Plaintiffs. Third, when Plaintiffs continued to request a showing for several weeks, Defendant claimed that he had a long waiting list of applicants. Finally, he claimed that the current tenants might not actually move and that he would not show the apartment until the tenants confirmed that they were leaving.

4. All of Defendant's excuses were demonstrably false and pretexts for Defendant to refuse to show the apartment to Plaintiffs, who are African American applicants. While Plaintiff Carolyn Mack was trying to schedule a viewing of the apartment, she worked with a fair housing organization. That organization sent a series of applicants to test whether Defendant was discriminating against applicants based on race, family status or other protected status. Defendant's communications with those testers leave no doubt that all of his excuses were lies showing illegal racial discrimination.

5. First, just days after Defendant claimed the tenants refused to let him show the unit, he immediately scheduled an appointment with a white applicant who was sent by a fair housing organization to test Defendant's claims. Second, despite telling Plaintiff Carolyn Mack that the unit was too noisy for her, Defendant told several testers that the unit was very quiet and he wanted to ensure that any new tenants were also quiet. Finally, on the same day that he told Plaintiff Carolyn Mack that there was a long waiting list of applicants and that the current tenants might not move, Defendant immediately scheduled a showing with a white tester and asked her to view the apartment just days later.

6. Defendant's treatment of an African American tester confirms that his actions were motivated by race. When a prospective African American renter asked Defendant to schedule a viewing of the advertised apartment, he stated he only rented to people with "good vibes," refused to accept an online application, and asked the tester for references, as well as a six-month credit

history report. Defendant did not ask any of the white testers for any of this information before he agreed to schedule a showing.

7. Plaintiffs seek to end Defendant's discriminatory housing practices, and request compensatory and punitive damages for Defendant's obstruction of Plaintiffs' civil rights and loss of Plaintiffs' housing opportunity and the emotional distress caused by Defendant's actions, attorneys' fees, and an injunction directing defendant to show the apartment to Plaintiffs, or alternatively, other available units in the building if the apartment is no longer available, and other further relief as may be just and proper.

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1343, 28 U.S.C. § 2201, and 42 U.S.C. § 3613. This Court has supplemental jurisdiction over the 775 ILCS 5/3-102 (A) and 775 ILCS 5/3-102 (D) law claims pursuant to 28 U.S.C. § 1367.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because the Defendant resides in and conducts business in the District.

THE PARTIES

10. Plaintiffs Carolyn and Cortez Mack are an African American married couple who reside in Norridge, Illinois. They previously lived in Harwood Heights, Illinois, for 18 years, 17 of which were spent living in the same building.

11. Plaintiff Carolyn Mack is a retired office clerk, and Plaintiff Cortez Mack has worked for the same employer for 33 years. Plaintiffs have excellent credit, and have been living in the same apartment in Norridge, Illinois, for the past three years. At all relevant times, Plaintiffs were looking for a rental property in Harwood Heights or Norridge.

12. Defendant Rudolf "Rudy" Kis is the owner and landlord of a three-flat, residential rental property at 4605 N. Sayre Ave., Harwood Heights, Illinois 60706.

13. Defendant advertised 4605 N. Sayre Ave., Unit 1B as available to rent in early August 2020 on Zillow.com (hereinafter, the “Apartment”).

14. Upon information and belief, Defendant owns multiple buildings, and does not live in the 4605 N. Sayre Ave. property.

FACTUAL BACKGROUND

Defendant Initially Schedules Viewing with Plaintiffs, but Then Cancels

15. Shortly after the Apartment was listed, Plaintiff Carolyn Mack contacted Defendant through Plaintiff Cortez Mack’s account on Zillow.com to inquire about the rental availability of the Apartment.

16. On August 4, 2020, Defendant called Plaintiff Carolyn Mack and the parties spoke for close to 46 minutes.

17. Plaintiff Carolyn Mack’s voice and speech patterns are readily identifiable as African American.

18. During the call, Plaintiff Carolyn Mack told Defendant that her husband, Plaintiff Cortez Mack, was employed by the same employer for 33 years. She also told Defendant that she and her husband had a credit score above 800, they were non-smokers and did not have pets.

19. When the Defendant asked Plaintiff Carolyn Mack why she wanted to move, she explained that her current apartment was noisy and they could hear other tenants and noise from outside. She told Defendant that the noise was so loud that Plaintiffs often have to wear headphones to watch television or listen to music. Plaintiff Carolyn Mack told Defendant that Plaintiffs were looking for a better apartment that had more up-to-date appliances, a washer and dryer in the building, and that was quiet enough to allow them to watch television or listen to music without wearing headphones.

20. Defendant noted that he had completely remodeled the entire building, and said that the unit was very quiet. Defendant also commented that based on his long employment history with the same employer, Plaintiff Cortez Mack must have a good pension.

21. Defendant also asked whether Plaintiffs lived close to their grandchildren and children, and where they lived. Defendant showed concern that Plaintiffs might allow their children, grandchildren, and extended family to move into the Apartment.

22. Plaintiff Carolyn Mack responded that her children were in their 40s and 50s, and that her youngest grandchild was a senior in high school. Plaintiff Carolyn Mack told Defendant that Plaintiffs would be the only two people living in the Apartment and that they were both 68 years old.

23. Plaintiff Carolyn Mack also told Defendant that Plaintiffs had lived in their current apartment in Norridge, Illinois, for three years, and were the only tenants allowed to stay in their apartment after the building was sold to a new owner in 2018.

24. She also told him that their current rent was \$1,500, and that they paid their electricity and gas, which were similar to the terms for Defendant's Apartment. She also told Defendant that before they moved to their current apartment, Plaintiffs lived in the same building in Harwood Heights for 17 years.

25. During the August 4, 2020 phone call, Defendant made an appointment with Plaintiffs to allow them to view the Apartment on Saturday, August 8, 2020.

26. However, the very next day, on August 5, 2020, the Defendant called Plaintiff Carolyn Mack and cancelled the appointment. Even though he had plenty of time to give his tenants several days' notice, Defendant claimed that the tenants would not allow him to show the unit.

27. Plaintiff Carolyn Mack texted Defendant on August 7, 2020 to try and arrange a time to see the Apartment. Because Defendant had claimed that the tenants would not allow him to let anyone in the unit, Plaintiff Carolyn Mack asked if he could arrange a virtual showing so that Plaintiffs could see the apartment. Defendant did not respond to the message.

Plaintiffs Contact Open Communities

28. After Defendant canceled the appointment, on or around August 5, 2020, Plaintiff Carolyn Mack contacted Open Communities to assist her with Defendant's refusal to show the Apartment.

29. Open Communities is a nonprofit organization based in a northern suburb of Chicago, and is dedicated to ensuring that all people have equal access to housing opportunities in the northern Cook County area by eliminating housing discrimination and creating open, accessible, and inclusive communities. Among other activities, Open Communities conducts fair housing testing and other investigation techniques to determine whether illegal housing discrimination is taking place.

30. On August 7, 2020, Open Communities decided to conduct a series of tests regarding the availability of the Apartment.

Defendant Schedules an Apartment Viewing with White Female Tester

31. On August 8, 2020, a white female tester called the Defendant and left a voicemail inquiring about the rental availability of the Apartment. The Defendant called back and left a voicemail, asking for the tester to call him back. On August 9, 2020, the tester called the Defendant back, and the tester reiterated her interest in renting the Apartment.

32. When Defendant asked who would be living with the tester, she stated that it would only be her and her husband. The Defendant did not ask about the white tester's extended family or insinuate that they might move their children or grandchildren into the Apartment.

33. Defendant told the white tester that the unit could be shown in-person if the tenants were given 48 hours' notice. And even though he had ignored Plaintiff's request to schedule a virtual showing, he told the white tester that he could also show the unit virtually over FaceTime or a similar application.

34. Defendant claimed that other applicants wanted 4-6 people to move into the apartment and he believed that 2-3 people were ideal.

35. On August 10, 2020, the white tester spoke to Defendant again. Although the Defendant told the tester that he had many people interested in the Apartment, the Defendant immediately scheduled a showing two days later for August 12, 2020.

36. Even though Defendant had told Plaintiff Carolyn Mack that the current tenants would not allow him to show the unit, Defendant told the white tester that the tenants would be present during the showing. Defendant said that he could show the Apartment with the tenants present so long as everyone wore masks and the Defendant gave the tenants a 48 hour notice of the showing.

Plaintiffs Contact Defendant For the Second Time, But He Refuses to Show the Apartment

37. On August 10, 2020, the same day that Defendant scheduled a showing with a white tester, Defendant refused again to show the unit to Plaintiffs.

38. Plaintiff Carolyn Mack sent Defendant a text message and asked if Defendant could arrange a virtual showing, given that the tenants would not allow him to show the Apartment. She also suggested that if Defendant could arrange for an in-person showing, Plaintiffs would wear masks and that she expected the viewing to be very short.

39. Defendant responded and asked for Plaintiff Carolyn Mack's full name. When Plaintiff Carolyn Mack identified herself and told Defendant that she had contacted him through

Zillow, Defendant stated, “Sorry, couldn’t understand that. Please send me just your name, like Pat Doe.”

40. On August 11, 2020, Plaintiff Carolyn Mack called Defendant again and tried to schedule a showing.

41. Even though he had offered to show the Apartment virtually to the white tester, Defendant did not agree to let Plaintiffs see the Apartment virtually.

42. Defendant spoke to Plaintiff Carolyn Mack for 25 minutes and asked her a series of irrelevant questions, such as where her grandchildren and children lived.

43. During the conversation, Plaintiff Carolyn Mack reiterated again that she and her husband wanted to move from their current apartment because it was too noisy, and Defendant told Plaintiff Carolyn Mack that his building was very quiet.

44. During the call, Defendant refused to schedule a showing, but he commented that Plaintiffs sounded like the “perfect tenants.” Nevertheless, the conversation ended without Defendant offering to schedule a viewing.

Defendant Refuses to Show the Apartment to a Black Female Tester

45. On August 12, 2020, Defendant refused to schedule a showing for another African American tester. The tester gave Defendant an African American name, Shontae.

46. During the call, Defendant said that he was looking for quiet tenants and that he would decide who he rented to based on whether Defendant believed the applicant had “good vibes.”

47. The tester asked the Defendant for an online application to rent the apartment, but Defendant claimed that he would only give paper applications to people that he met so that Defendant could decide if the applicant had “good vibes.” Defendant also said that he wanted to meet applicants in person to ensure that they were “good people” and a “good fit.”

48. During the conversation, Defendant also repeatedly told the tester that the building was quiet and that Defendant wanted to keep the building “respectful, clean, and quiet.”

49. Defendant said that a single male lived in one of the units and Defendant wanted to ensure that any new tenants were “quiet.” The tester mentioned that her and husband were older and that they would not make much noise. The Defendant replied that “older people sometimes act like they are 30.”

50. Defendant refused to accept an online application from the African American tester. He suggested that he might schedule an appointment with her to view the Apartment in person, but he asked the African American tester for information that he did not request from white testers. In particular, Defendant said that he would require the tester to provide a minimum of six months’ previous rental history and good references.

51. The Defendant ended the call without scheduling an appointment with the African American tester.

Defendant Refuses to Let a White Female Tester with a Family View the Apartment

52. Defendant also refused to schedule a showing for a white female tester with a family on August 12, 2020.

53. The tester spoke to Defendant on August 12, 2020, and told Defendant that she was looking for a unit for her family with three children. Defendant stated, “[t]he only problem is that I am only renting to 2 to 3 people, at most.” He went on to tell the tester that “5 people is too many.”

54. Before ending the call, the tester asked Defendant if he knew of other landlords offering in-person viewings, and inquired whether he was showing units virtually or in-person in light of the COVID-19 pandemic.

55. Defendant told the tester that he could show the Apartment if an appointment was made. Defendant stated that there are people living in the available unit now, so he would have to check with them to set up an in-person appointment.

56. Defendant ended the call with the tester without offering to schedule a showing of the Apartment.

Defendant Refuses to Schedule an Appointment with Plaintiffs For a Third Time

57. On August 13, 2020, having not heard from Defendant, Plaintiff Carolyn Mack called Defendant again to schedule a showing. Defendant did not answer his phone and Plaintiff Carolyn Mack left a voicemail requesting an appointment to view the Apartment.

58. On the following day, August 14, 2020, Plaintiff Carolyn Mack emailed Defendant through Plaintiff Cortez Mack's Zillow account and asked in writing to schedule a time to view the Apartment.

59. Defendant responded that day and wrote, "I believe that this Apartment would not be a good fit for you, due to the noise level, as we discussed the walls are somewhat insulated but noise from (above and below) neighbors can be heard . . . thank you so much for your interest."

60. Defendant's reason for refusal was clearly manufactured. Just days earlier, he had told another tester that the Apartment was quiet, that only one person lived in the top unit, and that he was looking for quiet tenants to ensure that the building remained respectful, quiet, and clean.

Open Communities Contacts Defendant on Behalf of Plaintiffs to Schedule Viewing

61. On August 17, 2020, an employee of Open Communities contacted Defendant on Plaintiffs' behalf. The employee identified himself as a fair housing attorney and an employee of Open Communities. The employee told Defendant that Plaintiffs wanted to schedule a viewing of the Apartment with Defendant, but had been unable to do so.

62. Defendant responded that he remembered Plaintiff Carolyn Mack, and said that the Apartment would not be good for her because of the noise since there were people living below and above the unit. Defendant also claimed that there were planes flying overhead, making the surrounding neighborhood noisy.

63. Defendant mentioned that Plaintiff Carolyn Mack could come view the Apartment, but only from the street.

64. Defendant told the Open Communities employee that Plaintiff Carolyn Mack could contact him directly to schedule a viewing.

Defendant Refuses to Show Plaintiffs the Apartment Three More Times

65. On August 17, 2020, Plaintiff Carolyn Mack called Defendant after Defendant's call with the Open Communities employee.

66. Even though he had been contacted by a fair housing organization, Defendant still refused to give Plaintiffs an opportunity to even view the Apartment.

67. On the short call, Plaintiff Carolyn Mack asked Defendant again to view the Apartment, and Defendant replied evasively about how the noise level in the Apartment was not what Plaintiff Carolyn Mack was looking for. Defendant again refused to schedule a viewing of the Apartment, which Plaintiff Carolyn Mack had requested.

68. On August 19, 2020, Plaintiff Carolyn Mack contacted Defendant by email and asked him when Plaintiffs could view the Apartment.

69. The next day, Defendant responded with another excuse to not allow her to view the Apartment.

70. Defendant noted that the Apartment was "getting a lot of attention and activity," which was keeping him "very busy." He stated that he had various individuals requesting an application before the showing, and that they were ahead of Plaintiffs on the waiting list.

71. This was the first time Defendant mentioned a waiting list to Plaintiff Carolyn Mack. If any list existed, Plaintiffs should have been at the top of it because she requested to view the Apartment just days after it was listed.

72. Additionally, the Defendant still scheduled a viewing of the Apartment with the first white female tester, even though he told her he was getting many inquiries about the rental availability of the Apartment.

73. On information and belief, Defendant did not put her on any list and instead canceled the appointment to view the Apartment and when Plaintiff Carolyn Mack persisted, he claimed it was too noisy for Plaintiffs while telling other applicants that the apartment was very quiet.

74. This new “waiting list” was just a new pretext for Defendant to not show the unit to Plaintiff Carolyn Mack.

75. Moreover, Defendant was immediately willing to show the Apartment to white testers without a family, even though he claimed that he had many inquiries to see the Apartment..

76. Defendant did not mention a waiting list to the previous white tester without a family, and immediately scheduled viewings with the tester, even though Plaintiff Carolyn Mack contacted Defendant before the tester.

77. On August 26, 2020, Plaintiff Carolyn Mack called the Defendant again to schedule a viewing. After initially getting disconnected, Defendant called Plaintiff Carolyn Mack back and put her on hold for over eight minutes.

78. Once Defendant rejoined the call, he told Plaintiff Carolyn Mack that the current tenants may have decided not to move after all.

79. Defendant told Plaintiff Carolyn Mack that the current tenants had to show him a new lease for another apartment before he would show the Apartment to any potential tenants.

80. At the same time he claimed that the Apartment might not be available, Defendant also said that he was still reviewing applications, and would keep Plaintiffs in the loop.

81. Defendant did not contact Plaintiffs again.

Defendant Allows a Second White Tester to View the Apartment

82. Despite his refusal to show the apartment to Plaintiffs, Defendant was willing to immediately arrange a showing for a third white tester.

83. On August 26, 2020, another white tester called Defendant to schedule a viewing. Despite his refusal to return Plaintiff Carolyn Mack's message and to schedule a viewing of the Apartment, Defendant went out of his way to arrange a viewing with the white tester.

84. Specifically, Defendant called the tester and followed up with a text message after she did not respond.

85. The white tester eventually spoke to Defendant on the afternoon of August 26, 2020. During that conversation, Defendant told the white tester the opposite of what he said to Plaintiffs. Defendant said that the building and the area were quiet and that he preferred an applicant without pets because they can make noise.

86. Defendant did not mention any waiting list, and he did not claim that the tenants might not move. In fact, Defendant said that he had allowed two separate parties that had completed an application for the Apartment, meaning that he absolutely still intended to rent the Apartment to new tenants.

87. Defendant told the white tester that he would contact the current tenants to give them 48 hours notice to schedule a showing.

88. Defendant called the tester back a little over an hour later on the same day, August 26, 2020, and scheduled a showing for the morning of August 29, 2020.

89. During their second conversation, Defendant also told the white tester the opposite of what he told Plaintiffs. He said that the area was quiet and that the current tenants were “good people” and “quiet.”

FIRST CAUSE OF ACTION

Fair Housing Act – § 3604(a)

90. Plaintiffs repeat and re-allege the foregoing paragraphs of their Complaint as though fully set forth herein.

91. The Apartment owned by Defendant is a “dwelling[],” as defined by the Fair Housing Act to include “any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families.” 42 U.S.C. § 3602(b).

92. By rejecting Plaintiffs’ multiple attempts to schedule a viewing of the Apartment, Defendant “refused to negotiate for the sale or rental of” the Apartment and “otherwise ma[d]e [the Apartment] unavailable [and] den[ied]” to Plaintiffs based on their race and perceived familial status. 42 U.S.C. § 3604(a).

93. After speaking to Plaintiff Carolyn Mack on the phone, Defendant was aware that Plaintiff Carolyn Mack was African American based on her voice. Defendant refused to let Plaintiffs view the Apartment due to their race and Defendants’ perception of their familial status and his belief that Plaintiffs would allow their extended family to move into the apartment.

94. Defendant told Plaintiffs a series of demonstrable lies that constituted refusals to negotiate and denials of the dwelling because of her race and perceived familial status.

95. Defendant’s conduct, as described above, was intentional, willful, and made in disregard for the rights of Plaintiffs.

96. As a direct and proximate result of Defendant's actions in violation of 42 U.S.C. 3604(a), Plaintiffs suffered damages, including a loss of housing opportunity, loss of enjoyment of the Apartment, loss of rights, and emotional distress, anguish and humiliation.

97. Plaintiffs are "aggrieved persons" as defined by the Fair Housing Act because they have been injured by Defendant's discriminatory housing practices. 42 U.S.C. § 3602(i).

98. Pursuant to 42 U.S.C. § 3613(c), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION

Fair Housing Act – § 3604(d)

99. Plaintiffs repeat and re-allege the foregoing paragraphs of their Complaint as though fully set forth herein.

100. As described above, Defendant's conduct constitute representations made because of race, color, or perceived familial status that a dwelling is not available for inspection or rent when such dwelling was in fact available in violation of the Fair Housing Act, 42 U.S.C. § 3604(d). This provision includes "limiting information, by word or conduct, regarding suitably priced dwellings available for inspection, sale or rental" because of race, color, or perceived familial status. 28 C.F.R. Part 100.80(b)(4).

101. Defendant's conduct, as described above, was intentional, willful, and made in disregard for the rights of Plaintiffs.

102. As a direct and proximate result of Defendant's actions in violation of 42 U.S.C. 3604(d), Plaintiffs suffered damages, including a loss of housing opportunity, loss of enjoyment of the Apartment, loss of rights, and emotional distress, anguish and humiliation.

103. Plaintiffs are "aggrieved persons" as defined by the Fair Housing Act because they have been injured by Defendant's discriminatory housing practices. 42 U.S.C. § 3602(i).

104. Pursuant to 42 U.S.C. § 3613(c), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

Civil Rights Act of 1866 – 42 U.S.C. § 1982

105. Plaintiffs repeat and re-allege the foregoing paragraphs of their Complaint as though fully set forth herein.

106. Plaintiffs are citizens of the United States within the meaning of 42 U.S.C. § 1982.

107. As described above, Defendant obstructed Plaintiffs' "same right . . . as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property." 42 U.S.C. § 1982.

108. Defendant's conduct, as described above, was intentional, willful, and made in disregard for the rights of Plaintiffs.

109. As a direct and proximate result of Defendant's actions in violation of 42 U.S.C. § 1982, Plaintiffs suffered damages, including a loss of housing opportunity, loss of enjoyment of the Apartment, loss of rights, and emotional distress, anguish and humiliation.

110. Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION

775 ILCS 5/3-102 (A)

111. Plaintiffs repeat and re-allege the foregoing paragraphs of their Complaint as though fully set forth herein.

112. The Apartment owned by Defendant is "real property," as defined by the Illinois Human Rights Act, to include "buildings, structures, real estate, lands, tenements, leaseholds,

interests in real estate cooperatives, condominiums, and hereditaments, corporeal and incorporeal, or any interest therein.” 775 ILCS 5/3-101 (A).

113. By rejecting Plaintiffs’ attempts to schedule a viewing of the Apartment on at least six separate occasions, Defendant refused “to engage in a real estate transaction with a person or to discriminate in making available such a transaction” with Plaintiffs based on their race and perceived familial status in violation of 775 ILCS 5/3-102 (A).

114. Defendant’s conduct, as described above, was intentional, willful, and made in disregard for the rights of Plaintiffs.

115. As a direct and proximate result of Defendant’s actions in violation of 775 ILCS 5/3-102 (A), Plaintiffs suffered damages, including a loss of housing opportunity, loss of enjoyment of the Apartment, loss of rights, and emotional distress, anguish and humiliation.

116. Pursuant to 775 ILCS 5/10-102 (C), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys’ fees and costs.

FIFTH CAUSE OF ACTION

775 ILCS 5/3-102 (D)

117. Plaintiffs repeat and re-allege the foregoing paragraphs of their Complaint as though fully set forth herein.

118. By rejecting Plaintiffs’ multiple attempts to schedule a viewing of the Apartment, Defendant refused “to negotiate for a real estate transaction with” Plaintiffs based on their race and perceived familial status in violation of 775 ILCS 5/3-102 (D).

119. Defendant’s conduct, as described above, was intentional, willful, and made in disregard for the rights of Plaintiffs.

120. As a direct and proximate result of Defendant's actions in violation of 775 ILCS 5/3-102 (D), Plaintiffs suffered damages, including a loss of housing opportunity, loss of enjoyment of the Apartment, loss of rights, and emotional distress, anguish and humiliation.

121. Pursuant to 775 ILCS 5/10-102 (C), Plaintiffs are entitled to actual damages, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment against Defendant as follows:

122. Declaring that Defendant's discriminatory practices violate the Fair Housing Act, as amended, 42 U.S.C. § 3601 et seq., the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1982 et seq., and the Illinois Human Rights Act, as amended, 775 ILCS 5/3-102 et seq.;

123. Actual damages sufficient to compensate Plaintiffs for their loss of rights;

124. Actual damages sufficient to compensate Plaintiffs for the humiliation, embarrassment, and emotional distress they suffered, caused by Defendant's discriminatory acts; conduct;

125. Punitive damages in light of the willful, wanton and outrageous actions of Defendant, in an amount sufficient to punish Defendant for his actions and hold him fully accountable, and to deter others from following his example;

126. Prejudgment interest on all damages;

127. Costs and disbursements, including reasonable attorneys' fees;

128. An injunction to prohibit Defendant from restricting Plaintiffs' access to view the Apartment, and if the Apartment is not rented to another tenant, requiring Defendant to allow Plaintiffs to submit a rental application for the Apartment;

129. Alternatively, an injunction to prohibit Defendant from restricting Plaintiffs' access to view other available units at 4605 N. Sayre Ave. if the Apartment has been let to new tenants;

and

130. Granting Plaintiffs such other further relief as may be just and proper.

JURY DEMAND

Plaintiffs demand a jury trial of any and all issues properly triable by a jury in this action.

Dated: November 19, 2020

Respectfully submitted,

/s/ Brian Poronsky

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