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FOR LEGAL SERVICES

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

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(26p.)

HENRY HORNER MOTHERS GUILD,)
MAURINE WOODSON BRENDA SANDERS,)
OSCAR and RUBIE PLEDGER, FANNIE)
PIPES, SHIRLEY COPELAND, CAROL)
HENDERSON, DORETHA CONNER,)
LORETTA HOLMES, and VAUGHAN)
MILTON, Individually and On)
Behalf of All Other Persons)
Similarly Situated,)

Plaintiffs,

vs.

THE CHICAGO HOUSING AUTHORITY)
(CHA), an Illinois Municipal)
Corporation: VINCENT LANE, In)
His Official Capacity as Chair-)
man, Board of Commissioners)
and Managing Director of CHA;)
THE UNITED STATES DEPARTMENT OF)
HOUSING AND URBAN DEVELOPMENT)
(HUD); and JACK F. KEMP, In)
His Official Capacity as)
Secretary of HUD,)

Defendants.

No. 9103316

JUDGE ZAGEL

Class Action Complaint
For Judicial Review,
Declaratory, Injunctive
and Other Relief

MAGISTRATE JUDGE ROSEMON

RECEIVED

MAY 30 1991

H. STUART CUNNINGHAM
UNITED STATES DISTRICT COURT

COMPLAINT

I. PRELIMINARY STATEMENT

1. This is a civil action for declaratory and injunctive relief and for judicial review to secure rights established under the United States Housing Act, under a contract promulgated thereunder, and under plaintiffs' federally mandated leases. Plaintiffs are present and future residents of, as well as applicants to, the Henry Horner Homes, Henry Horner Extension, and Henry Horner Annex, three public housing developments (collectively referred to herein as "Henry Horner" or the "Henry

Horner **developments**") consisting of approximately 1,775 units located on the West side of Chicago. The developments **are** owned by defendant Chicago Housing Authority ("**CHA**"), operated by **CHA** and defendant Vincent Lane (collectively, the "**CHA** defendants") and regulated and subsidized by defendants United States Department of Housing and **Urban** Development ("**HUD**") and Jack **F. Kemp** (collectively, the "federal defendants").

2. Currently there are approximately 850 vacant apartments at the Henry Horner developments, that are, because of defendants' actions, in such total disrepair that they cannot be made habitable within 30 days. These empty units, which constitute 48% of the potentially available units of Henry Horner, are subject to fire or vandalism and are locations for criminal activity. Trespassers and drug dealers have entered many **of** these vacant units and have threatened and injured the residents of the Henry Horner developments'. Moreover, many of the units that are inhabited are, because of defendants' actions, themselves in such a state of disrepair that they threaten the health, safety and lives of tenants at Henry Horner.

3. Plaintiffs seek an order requiring defendants to immediately repair and make habitable all of the units at the Henry Horner developments and to immediately fill all vacant units after said units have been made habitable.

II. JURISDICTION

4. This court has **jurisdiction** over plaintiffs' claims under 28 U.S.C. §§1331 and 1337 and under the doctrine of **pendent** jurisdiction.

III. PARTIES

A. Plaintiffs

5. Plaintiff **Henry Horner** Mothers Guild is a not-for-profit corporation established to improve conditions, upgrade security and protection, reduce the vacancy rate and better the housing situation at the Henry Horner developments. It consists of approximately 50 families who reside in Henry Horner.

6. Plaintiffs-Maurine **Woodson**, Brenda Sanders, Oscar and Rubie Pledger, Fannie Pipes, Shirley Copeland, Carol Henderson and Doretha Conner are citizens of the United States and the State of Illinois, residents of the City of Chicago, and tenants in Henry Horner.

(a) Plaintiff **Maurine Woodson** has resided at the Henry Horner Annex since 1975. She and her god-daughter, of whom she is legal guardian, currently reside at 1815 W. Monroe, Apt. #712, Chicago, Illinois.

(b) Plaintiff Brenda Sanders has resided at the Henry Horner Annex since 1970. She currently resides at 1815 W. Monroe, Apt. #104, Chicago, Illinois.

(c) Plaintiffs Oscar and Rubie Pledger have resided at the Henry Horner Annex since 1970. They and their two children currently reside at 1815 W. Monroe, Apt. #103, Chicago, Illinois.

(d) Plaintiff Fannie Pipes has resided at the **Henry** Horner Extension since 1982. She and her six children currently reside at 2051 W. Lake St., Apt. **#310**, Chicago, Illinois.

(e) Plaintiff Shirley **Copeland** has resided at **the** Henry Horner Extension since 1977. She, her husband and her two children currently reside at 2215 W. Lake, Apt. **#1314**, Chicago Illinois.

(f) Plaintiff Carol Henderson has resided at the Henry Horner Homes since 1982. She and her six children currently reside at 1943 W. Lake, Apt. **#408**, Chicago, Illinois.

(g) Plaintiff Doretha Conner has resided at Henry Horner **Homes since 1987**. She and her four children currently reside at 141 N. **Wolcott**, Apt. **#908**, Chicago, Illinois.

7. Plaintiffs Loretta Holmes and Vaughan Milton are citizens of the United States and the State of Illinois, residents of the City of Chicago and applicants for public housing in the Henry Horner developments.

8. The named plaintiffs bring this action on behalf of themselves and, pursuant to Fed. R. Civ. P. 23(a) and (b)(2), on behalf of all persons **similarly** situated. The plaintiff class (**sometimes** referred to herein as "**plaintiffs**") is defined as: all persons who, on or after May 30, 1991, (a) reside in the Henry Horner developments in Chicago, Illinois, or (b) do not reside in the Henry Horner developments, but have applied to live in public housing that the CHA operates (including the Henry Horner developments) by a Registration for Housing application

submitted to CHA. The class is so numerous that joinder of all members is impractical, consisting of approximately 3,000 Henry **Horner** residents and 35,000 applicants. There are questions of law and fact common to the class as a whole. The claims of, representative parties are typical of the claims of the class, and the representative parties will fairly and adequately protect the *interests* of the class. The defendants have acted and **refused** to act on grounds generally applicable to the plaintiff class, thus making appropriate final injunctive and declaratory relief with respect to the class as a whole.

B. Defendants

9. Defendant CHA is an Illinois municipal corporation, created and existing under the Housing Authorities **Act**, Ill. Rev. Stat. ch. **67-1/2, §1-27e**. CHA is a Public Housing Agency ("**PHA**") within the meaning of 42 U.S.C. **§1437** and administers federally subsidized and assisted low-rent housing as authorized by the United States Housing Act and implementing federal regulations.

10. Defendant Vincent Lane is the Chairman of the Board of Commissioners and Managing Director of CHA. He is charged with establishing and implementing the policies of the CHA and with supervising the daily operation, administration and maintenance of all public housing in the City of Chicago.

11. Defendant HUD is the federal agency charged with administration and enforcement of the United States Housing Act and of federal laws and contracts relating to operation, administration and maintenance of public housing programs.

12. Defendant Jack F. **Kemp** is the Secretary **of** HUD, and as such is charged with administration and enforcement of **all** functions, powers, and duties of **HUD**, including those relating to the public housing programs.

IV. STATUTORY, REGULATORY AND CONTRACTUAL SCHEME

A. United States Housing Act of 1937

13. The United States Housing Act of 1937 (the "**Act**") declares that it is. "**the** policy of the United States to promote the general welfare of the Nation by employing its funds and credit . . . to remedy the unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary **dwellings** for families of low income" 42 U.S.C. §1437.

14. The national housing goal is the realization as soon as feasible of "**a** decent home and suitable living environment for every American family." 42 U.S.C. §§1441, 1441a; 12 U.S.C. §1701t.

15. Under the Act:

(a) a public housing agency such as CHA "**shall** not take any action to demolish or dispose of a public housing project or a portion of a public housing project without obtaining the approval of the Secretary and satisfying the conditions specified in subsections (a) and (b) of this section," 42 U.S.C. §1437p(d);

(b) the Secretary of HUD may not approve an application for demolition of public housing projects unless the Secretary determines that "**in** the case of an application

proposing demolition of a public housing project or a portion of a public housing project, the project or portion of the project is obsolete as to physical condition, location, or other factors, making it unusable for housing purposes **and** no reasonable program of modifications is feasible to return the project or portion of the project to useful life; or in the case of an application proposing the demolition of only a portion of a project, the demolition will help to assure the useful life of the remaining portion of the project" 42 U.S.C. §1437p(a)(1);

(c) the Secretary of HUD may not approve an application for demolition of public housing projects unless the Secretary determines that:

(i) the application from the public housing agency has been developed in consultation with tenants and tenant councils, if any, who will be affected by the demolition or disposition and contains a certification by appropriate local government officials that the proposed activity is consistent with the applicable housing assistance plan:

(ii) all tenants to be displaced as a result of the demolition or disposition will be given assistance by the public housing agency and are relocated to other decent, safe, sanitary, and affordable housing, which is, to the **maximum extent** practicable, housing of their choice, including housing assisted under section 1437f of this title; and

(iii) the public housing agency has developed a plan for the provision of an additional decent, safe, sanitary, and affordable dwelling unit **for** each public housing dwelling unit to be demolished or disposed under such application, which plan

--provides **for** the provision of such additional dwelling units through

- the acquisition or development of additional public housing dwelling units;

- the use of **15-year project-based** assistance under section 14375 of this title;

- the use of not less than **15-** year project-based assistance under other Federal programs:

- the acquisition or development of dwelling units assisted under a State or local government program that provides for project-based assistance comparable in terms of eligibility, contribution to rent, and **length** of assistance contract (not less than 15 years) to assistance under section **1437f(b)(1)** of this title:

the use of **15-year** tenant-based assistance under section 1437f of this title (excluding vouchers under section **1437f(o)** of this title []); or

- any combination of such methods.

42 U.S.C. **§1437p(b)(1)-(3)(A)** . ,

B. Annual Contributions Contract

16. Pursuant to 42 U.S.C. **§1437c**, defendants HUD and **CHA** have entered into an Annual Contributions Contract ("**ACC**") that has been in full force and effect during all relevant **times** mentioned in this complaint. Under the ACC, HUD has authority to make annual contributions to subsidize the cost of operating and managing low-income public housing developments. 42 U.S.C.

§§1436c and g.

17. Under the ACC, CHA must develop and administer each housing development **"to** promote serviceability, efficiency, economy, and stability and to achieve the economic and social well-being and advancement of the tenants thereof." ACC, **§101.**

18. Under the ACC, CHA is required **"at** all times [to] operate each Project:

(a) solely for the purpose of providing decent, safe and sanitary dwellings (including necessary appurtenances thereto) within the financial reach of Families of Low Income;

(b) in such manner as to promote serviceability, efficiency, economy, and stability, and;

(c) in such a manner as to achieve the economic and social well-being of the tenants **thereof.**" ACC, 5201.

19. Under the ACC, CHA is further bound to **"at all times** maintain each Project in good repair, order, and **condition,"** ACC, **§209;** and **"to** reconstruct, restore, or **repair"** any project or part thereof which shall have been damaged or destroyed **"in any manner whatsoever,"** ACC, 9210(A).

20. Under the ACC, CHA may determine that all or any part of any damage or destruction of a project shall not be reconstructed, restored or repaired, but any such determination must be made **"with** the approval of the [federal] **Government."** ACC, 5210(E).

c. **Plaintiffs' Leases**

21. Under the Act, CHA is required to **"utilize** leases which . . . obligate the public housing agency to maintain the project

in a decent, safe, and sanitary condition." 42 U.S.C.

§1437d(1)(2); 24 C.F.R. §966.4

22. Pursuant to 24 C.F.R. §966.4, each of the plaintiff class members residing at Henry Horner has executed a standard form lease with CHA.

23. Under §8 of its lease with each of the tenants, CHA has the following duties and obligations:

- (a) To maintain the premises and the project in decent, safe and sanitary condition;
- (b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the premises;
- (d) To keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing; sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the [CHA].

v. STATEMENT OF FACTS

A. ~~Vacancy Rates in the Three Henry Horner Developments~~

24. In December 1988, there were approximately 600 vacant apartment units at the three Henry Horner developments, which constituted 34% of the total units available. By December 1989, the number of vacant units had increased to 775, or 44% of the total. By December 1990, the number had increased to 850, or 48% of the total.

(a) Henry Horner Annex consists of approximately 109 rental units located in three buildings: a seven-story, **73-unit** structure located at 1815 W. Monroe; a *two-story*, **18-unit** structure located at 1810 W. Adams; and **a** two-story, **18-unit** structure located at 1820 W. Adams. Since December 1988, about 16% (19 units) of the Henry Horner Annex apartment units have remained vacant.

(b) Henry Horner Extension consists of approximately 745 rental units located in seven buildings: (1) 2029 W. Lake (8 stories, 60 units); (2) 2051 W. Lake (8 stories, 60 units); (3) 2111 W. Lake (14 stories, 143 units); (4) 2145 W. Lake (14 stories, 143 units); (5) 2215 W. Lake (14 stories, 136 units); **(6)** 2245 W. Lake (14 stories, 143 units); and (7) 124 N. Hoyne (8 stories, 60 units). In June 1986, 33% (248 units) of the Henry Horner Extension apartment units were vacant: in December 1988 the number of vacant units had increased to 52% (386 units): by December 1989 61% (259 units) were vacant: and in December 1990 69% (512 units) were vacant.

(c) Henry Horner Homes consists of approximately 921 rental units located in eleven buildings: (1) 150 N. Hermitage (7 stories, 63 units): (2) 111 N. Wood (15 stories, 119 units); (3) 120 N. Hermitage (15 stories, 119 units): (4) 140 N. Wood (7 stories, 65 units); (5) 1847 W. Lake (15 stories, 119 units): (6) 141 N. Wolcott (15 stories, 117 units); (7) 1850 W. Washington (7 stories, 65 units); (8) 1900 W. Washington (7 stories, 65 units): (9) 1920 W. Washington (7 stories, 65 units); (10)

1936 W. Washington (7 stories, 65 units): and **(11)** 1943 W. Lake (7 stories, 65 units). In June 1986, 7% of the Henry Horner Homes units (64) were vacant; in December 1988 the number of vacant units had increased to 22% (197 units); by December 1, 1989 32% (299 **units**) were vacant: and in December 1990 35% (318 units) were vacant.

B. Conditions in the Common Areas

25. The **three Henry Horner** developments (the "**premises**") contain numerous conditions that are hazardous to the life, health and safety of the residents, in substantial noncompliance with applicable provisions of the Chicago Municipal Code ("Code"), and generally unclean, unsafe, unsanitary, and indecent. These conditions include, but are not limited to, the following:

(a) elevators throughout the premises that are either non-functioning or in a state of disrepair in violation of § 13-196-590 of the Code (which requires every piece of building equipment to be maintained in a safe and sound working condition). For example, at 1815 W. Monroe the elevator is dirty and graffiti-covered, stops 3" higher than the floor, and operates in a grinding, clanging and scraping manner, with a broken and inoperable door retract mechanism: at the **14-story** 2215 W. Lake and **15-story** 141 N. Wolcott buildings, the elevators do not respond to the call button; at 141 N. Wolcott the elevator door repeatedly opens and closes its doors with a loud bang: at the **8-story** 2051 W. Lake building, the elevator door retract mechanism does not work, the control panels are broken, and the elevator does not stop level with the floor:

(b) numerous darkened hallways, lobbies and stairwells throughout the premises in violation of §§ 13-196-450 and 13-160-660 of

the Code (which require common areas and exit paths to be well lighted to insure safe travel through these areas, both in common usage and in an emergency). For example, there is inadequate lighting of the exit halls and **stairways** in many areas, due primarily to missing or broken light fixtures; numerous bulb sockets hang down from fixtures, suspended by the wires, with bare terminals exposed; in many cases, open or missing stairwell doors provide the only source of light, from the hallway into the stairwell;

(c) **numerous** broken, boarded-up and leaking windows in violation of § 13-196-550 of the Code (which requires every window to be substantially tight, kept in a sound condition and repair, and held in position by window hardware, with sashes in good condition and fitted reasonably well within their frames, and constructed and maintained as to completely exclude rain and substantially exclude wind from entering the dwelling). For example, there are broken and boarded-up windows in many buildings of the development: there are broken and boarded-up windows in the lobbies of 1936 W. Washington and 1943 W. Monroe, **as** well as in three of the five laundry rooms at 1815 W. Monroe:

(d) numerous instances of household refuse in hallways, lobbies, and stairwells with malfunctioning trash chutes in violation of §§ 13-196-080 and 13-196-630 of the Code (which require every hallway, corridor, stairway, exit and fire escape door, as well as other means of exit, to be kept clear and unencumbered at all times and require the owner to maintain the common areas in a clean, sanitary and safe condition, and maintain and repair the facilities for refuse disposal). For example, littered refuse abounds in the common areas of 1815 W. Monroe, 1810 W. Adams, 2215 W. Lake and 1936 W. Washington; malfunctioning trash chutes exist at 1815 W. Monroe, 1943 W. Lake and 141 N. Wolcott;

(e) missing exit, stairway, fire escape and directional signs in violation of § 13-196-090 of the Code (which requires

installation and maintenance of exit **signage** at the exit stairway *on each floor* in multiple dwelling buildings of the corridor type, two or more stories tall, and at the intersection of hallways, in order to lead and direct the building occupants, residents, and others out of the building in case of fire or other emergency), **For** example, missing and broken **signage** characterizes 1815 W. Monroe, 2215 W. Lake, 1943 W. Lake and 141 N. Wolcott;

(f) broken or missing stairwell doors in violation of § 13-196-670 of the Code (which requires stairwells to have **self-closing** fire-rated doors to control smoke and fire and to permit safe exit passed floors where a fire may exist). Functioning, **self-closing** stairwell doors are in fact rare throughout the premises: most stairwell doors are removed from their hinges, lack door knobs and have **broken or missing self-closers**;

(g) defective stairwell handrails, treads and landings in violation of § 13-196-570 of the Code (which **requires** every inside or outside stairway to be kept in safe condition **and** sound repair, free of holes, grooves and cracks that are large enough to constitute possible accident hazards and be free from rotting, loose or deteriorating supports, and with handrails on both sides of exit stairwells **44"** wide or wider firmly fastened in good condition in every stairwell and flight of stairs more than two risers high). There are in fact numerous instances of defective handrails, treads or landings throughout the premises. For example, the steel stairs in the single available stairwell at 1810 W. Adams is corroding, in some places through the thickness of the steel supports, while the other stairwell is barricaded and not available for use or inspection: there are numerous instances of corrosion of the steel nosing at the front of stair treads in the development that create tripping hazards: there are also numerous instances where corrosion has forced the steel *nosing* away from the front edge of the step creating a lip capable of catching a person's foot:

(h) presence of human and animal waste in violation of ¶ 13-196-630 of the Code (which requires owner to maintain, **in** a clean and sanitary condition, the shared or public areas of the building). There are numerous instances of the presence of human and animal feces and urine in the public areas and open vacant apartments that present unclean and unsanitary conditions: there are human **feces** in stairwell landings and in dry toilets in vacant units, and there are animal feces in bathtubs and on the floors of vacant units: there are numerous stairwells that smell of urine from top to bottom, and there are **feces** present in numerous darkened stairwell landings;

(i) broken screen doors and windows in violation of ¶ 13-196-560 of the Code (which requires exterior doors and operable windows below the fifth floor to have insect screens in good condition in the summer months to permit tenants to ventilate the apartments while keeping out insects). There are in fact screen windows and doors with broken frames, ripped screening or missing latches throughout the premises:

(j) numerous vacant units and abandoned laundry rooms with open or missing doors (in violation of ¶ 13-196-680) that contain household rubbish, garbage and other debris littered on the floor (in violation of ¶ 13-196-630); with windows boarded up with plywood or rigid plastic that is not watertight (in violation of ¶ 13-196-550); with the presence of animal and human feces and urine (in violation of ¶ 13-196-630), or with open sewer pipes such as in the abandoned fourth floor laundry room at 1815 W. Monroe. In some instances there are partition walls between two vacant units that are broken down, and in one instance at 1936 W. Washington, Apt. 205, a concrete block partition wall has been broken down.

C. Conditions in the Named Plaintiffs' Apartments

26. Plaintiff **Maurine Woodson's** apartment, 1815 W. Monroe, Apt. #712, contains numerous conditions that violate the Code, including but not limited to:

(a) the screen door handle is missing, in violation of § 13-196-550;

(b) in the kitchen, the ceiling paint is peeling severely, in violation of § 13-196-540;

(c) in the living room, the ceiling paint is peeling, in violation of § 13-196-540; there is a crack in the ceiling that runs the full width of the room and the joints in the west and south exterior concrete block walls are cracked, both of which may allow water to enter in violation of § 13-196-530;

(d) in the southeast bedroom, near the west wall, the ceiling paint is peeling severely, in violation of § 13-196-540; the joints in the east exterior concrete block wall are cracked below the **window**, indicative of differential movement that would allow water to enter in violation of § 13-196-530;

(e) in the bathroom, the hot water at the sink flows freely and cannot be turned off and poses a hazard to the occupants in violation of § 13-196-590.

27. Plaintiff Brenda Sanders' apartment, 1815 W. Monroe, Apt. \$104, contains numerous conditions that violate the Code, including but not limited to:

(a) screen door with no latch, pieces of wood missing from the door and holes in the door frame in violation of § 13-196-550;

(b) in the living room, floor **tiles are** missing and concrete is bare, and at **ceiling** soffit, there are signs of water damage, in violation of § 13-196-540;

(c) in the bathroom, there are holes in the plaster ceiling, peeling paint, **and** water damage from leaking water in apartment above; around the base of the tub there is peeling paint and damaged plaster, and the wall area around the toilet has *missing* paint, peeling paint and damaged plaster: the floor tiles are loose around the base of the toilet, and the toilet is cracked around the base, which is damp: all in violation of **¶ 13-196-540;**

(d) in the kitchen, in the corner next to the sink, there is peeling paint and damaged plaster: there are holes in the wall that would permit insect infestation: between the sink **and** the washing machine, the base along the **wall** contains peeling paint and damaged plaster; all in violation of **¶ 13-196-540.**

28. Plaintiffs Oscar and Rubie Pledger's apartment, 1815 W. Monroe, Apt. #103, contains numerous conditions that violate the Code, including but not limited to:

(a) in the downstairs bathroom there is peeling paint and water-damaged plaster in violation of **¶ 13-196-540;**

(b) the upstairs bathroom walls are water-damaged and there is a large hole in the wall, about 8" or 9" wide and 3" to 4" long: at the base of the wall, the plaster is damaged, cracked, and water-saturated; the tile on the floor has come loose and pieces are missing: all in violation of **¶ 13-196-540;**

(c) in the second floor **bedroom**, the exterior concrete block walls show cracks with signs of differential movements at the cracks that would allow water to enter, and there are indications of efflorescence at the base of the wall on the east side, which is a sign of water entering through the wall at that location in violation of **¶ 13-196-530;**

(d) there **are** two holes in the plaster walls along the stairway between the first and the second floor - the one at the top is about 3" in diameter, the hole in the middle

is about **8" wide** and **16"** long - in violation of **§ 13-196-540**; there is poor illumination in the stairwell in violation of **§ 13-196-730**: the **stairwell** handrail is loose because the anchors to the wall are missing in violation of **§ 13-196-570**;

(e) in the kitchen, around the base of the wall there is water damage, and inside the cabinets, underneath the kitchen sink, there are holes where the pipes penetrate the walls, water damage, peeling paint and damaged plaster, all in violation of **§ 13-196-540**.

29. **Plaintiff Fannie Pipes'** apartment, 2051 W. Lake, Apt. \$310, contains numerous conditions that violate the Code, including but not limited to:

(a) the screen door is damaged in violation of **§ 13-196-550**;

(b) in the kitchen, the ceiling contains peeling paint; the base of the metal cabinets contains holes on the underside of the toe-space overhang that allow rodents to enter; there is a large opening in the wall where the drain penetrates the wall: all in violation of **§ 13-196-540**;

(c) in the living room, there is peeling ceiling paint in violation of **§ 13-196-540**; the windows do not fit tightly and allow air to infiltrate in violation of **§ 13-196-550**; the exterior caulking is old, cracked, peeled away and missing in some areas in violation of **§ 13-196-530**;

(d) **on** the second floor, there is peeling paint in all of the ceiling areas in violation of **§ 13-196-540**;

(e) in the coat closet at the entry, where a drain pipe or water supply pipe penetrates the floor; there is a hole through the floor in violation of **§ 13-196-540**.

30. **Plaintiff Shirley Copeland's** apartment, 2215 W. Lake, Apt. **#1314**, contains conditions that violate the Code, including

but not limited to:

(a) in the living room, there are cracks in the concrete blocks around the windows, the window caulking is old and ineffective and there is no caulking at the sill of the window, all of which allows water to enter the apartment in violation of ¶ 13-196-530; in addition, there is an open joint between the two concrete sill blocks that also allows water and wind to enter the apartment in violation of ¶ 13-196-530;

(b) in the bedroom, there is peeling paint on the ceiling, and on the inside of the exterior wall, beneath the windows, there is peeling paint and signs of water leaking into the unit, in violation of ¶ 13-196-540.

31. Plaintiff Carol Henderson's apartment, 1943 W. Lake, Apt. #408, contains conditions that violate the Code, including but not limited to:

(a) in the kitchen, the bottom of the cabinets is rotted out, the drain pipe is broken, the trap is rotted out and has a hole in it, all in violation of ¶ 13-196-590; cockroaches exist in the kitchen in violation of ¶ 13-196-630;

(b) in the bedroom, there is a leak in the heating pipe at one of the joints that allows water to leak from the pipe in violation of ¶ 13-196-590; the window lacks a handle, and wind infiltrates the window and there is water on the inside of the window, all in violation of ¶ 13-196-550; the steel bedroom door has no doorknob and is off one of the hinges in violation of ¶ 13-196-590.

32. Plaintiff Doretha Conner's apartment, 141 N. Wolcott, Apt. #908, contains conditions that violate the Code, including but not limited to:

(a) in the living room, there is a crack in the concrete ceiling slab and signs of water leaking are visible on the paint; cracks in the ceiling slab occur at two other

locations through the center of the living room; there is peeling paint throughout the ceiling: all in violation of ¶ 13-196-540;

(b) in the bathroom, there is a sheet of three-quarter inch plywood over an opening in the wall, to which the bathroom cabinet is attached, in violation of ¶ 13-196-540; the sink faucet leaks and **will** not turn completely off in violation of ¶ 13-196-590;

(c) in the bedroom, there is a crack in the bedroom ceiling with indications of water leakage in violation of ¶ 13-196-540.
--m-m-

33. Currently there are approximately 35,000 people on the waiting list for public housing in Chicago (including housing at Henry Horner) who are eligible to be allocated a unit at Henry Horner if and when one becomes available.

34. Most people on the waiting list for public housing are either, living in substandard or overcrowded conditions or are homeless. Many of the people on the waiting list face eviction because of an inability to pay the rent where they live.

35. Plaintiff Loretta Holmes and her daughter have been on a waiting list for a two-bedroom unit at the Henry Horner developments for over one year. **In** June 1990 Ms. Holmes was interviewed by CHA and informed that she would be housed in the first available unit at public housing for families, which housing includes the Henry Horner developments.

36. Plaintiff Vaughan Milton has been on a waiting list for a one-bedroom unit at the Henry **Horner** developments for six months. Mr. Milton has been homeless for the last year and has

been residing at various shelters and half-way houses during that time.

37. The CHA defendants have failed to maintain **the** common areas and apartments in the premises (**including** named plaintiffs' apartments) in a decent, safe and sanitary condition and in compliance with applicable building and housing codes. They have failed to make repairs and to keep the premises in a fit and habitable condition. They have failed to preserve vacant units and to repair and maintain these units in decent, safe and sanitary condition. **As** a result, many of the occupied units are in disrepair, and the 850 unoccupied vacant units are dilapidated and unfit for occupancy.

38. Defendants CHA and Lane's failure to repair and maintain the occupied and unoccupied units at Henry Horner in a decent, safe and sanitary condition constituted and continues to constitute a **de facto** demolition of these units.

39. Defendants CHA and Lane failed:

(a) to apply to HUD for approval and to obtain approval from the federal defendants before undertaking demolition of the Henry Horner developments;

(b) to consult with tenants and duly elected tenant councils regarding the future of the Henry Horner developments and to develop demolition and displacement plans after consultation with tenants and duly elected tenant councils;

(c) to provide for an additional unit of decent, safe, sanitary and affordable public housing for each unit demolished,

to provide for adequate relocation assistance, and to develop a plan for relocation of tenants displaced as a result of the demolition:

(d) to obtain the required certification for demolition from appropriate local governmental officials.

40. The federal defendants permitted and approved the de facto demolition of occupied and unoccupied units at Henry Horner without making any of the determinations required by 42 U.S.C. §1437p(a)(1) or §1437p(b)(1)-(3)(A). The federal defendants failed to ensure compliance with any of the relevant pre-demolition requirements of the Act and the ACC, and the demolition took place without such compliance.

VI. IRREPARABLE HARM

41. Defendants' actions, as described in §§ 24-40, supra, have caused and will continue to cause irreparable injury to the named plaintiffs and the plaintiff class members. Plaintiffs have no adequate remedy at law.

42. Plaintiffs and the plaintiff class members will be irreparably harmed if defendants are not enjoined from deferring or neglecting to perform necessary maintenance and rehabilitation of all the units and common areas of the Henry Horner developments.

VII. CLAIM FOR RELIEF

COUNT I

(51983 Claim Against CHA and Lane)

43. Defendants **CHA** and Vincent Lane are each "**persons**" within the meaning of 42 U.S.C. 91983, and their actions described here were taken under color of state law.

44. The actions and omissions of defendants **CHA** and Lane described in ¶¶ 24-39, supra, violate plaintiffs' rights under 42 U.S.C. §1437p.

COUNT II

(**National** Housing Act Claim Against HUD and Kemp)

45. The federal defendants' actions, as described in ¶ 40, violate plaintiffs' rights under 42 U.S.C. §1437p.

COUNT III

(**APA** Claim Against HUD and Kemp)

46. Defendant HUD is an agency within the meaning of 5 U.S.C. 5701(b)(1) of the Administrative Procedure Act (**APA**).

47. In permitting and approving the demolition of the occupied and unoccupied units at Henry Horner, as described in ¶ 40, the federal defendants took actions that were arbitrary, capricious, an abuse of, discretion, not in accordance with law (including in particular 42 U.S.C. §1437p), in excess of statutory authority and without **observance** of procedure required by law, within the meaning of 5 U.S.C. §706(2)(A)(C) and (D).

COUNT IV

(Contract Claim Against HUD and CHA)

48. Plaintiffs and members of the classes they represent are the intended beneficiaries of the ACC between HUD and CHA.

49. Defendant HUD has breached ~~the~~ ACC by permitting and approving the ~~de facto~~ demolition of public housing units at Henry Horner without lawful justification: defendant CHA has breached the ACC by failing and refusing to abide by its obligations (described in §§ 24-39, ~~supra~~) under §§ 101, 201, 209, 210(A) and 210(E) of the ACC.

50. The breaches of the ACC set forth in §49 were and are material and were and are the proximate cause of injury to the plaintiffs.

COUNT V

(Pendent Contract Claim Against CHA)

51. By its actions as set forth in §§ 24-39, defendant CHA has breached the terms of its leases with Henry Horner tenants.

52. As a result of defendant CHA's breach of its leases, plaintiffs who reside at the Henry Horner developments have suffered and will continue to suffer damages for which they have no adequate remedy at law.

53. Although plaintiffs have requested that defendant CHA comply with its obligations under its leases, defendant CHA has failed to so comply.

VIII. RELIEF REQUESTED

WHEREFORE, plaintiffs pray that this court:

A. Declare that:

1. The actions and omissions of defendants **CHA and** Lane described in ¶¶36-39, including the de facto demolition of the Henry Horner developments, violate 42 U.S.C. §1437p;

2. The actions of defendants HUD and Kemp in permitting and approving the de facto demolition of the Henry Horner developments are arbitrary, capricious, an abuse of discretion, not in accordance with law, in excess of statutory authority and without observance of procedure required by law under 5 U.S.C. §706(2)(A)(C) and (D);

3. Defendants HUD and CHA have breached the ACC;

4. Defendants CHA and Lane have breached plaintiffs'

leases.

B. Enter a preliminary and permanent injunction:

1. Enjoining the further demolition or destruction or deterioration of housing units at Henry Horner;

2. Requiring the CHA defendants:

(a) to rehabilitate immediately all vacant units at Henry Horner so that such units are decent, safe, sanitary and otherwise habitable:

(b) to rent immediately all vacant units upon completion of their rehabilitation:

(c) to repair immediately all defective conditions in all occupied units, and to repair and clean all common areas in the premises:

3. **Requiring** the federal defendants to ensure that the **CHA** defendants rehabilitate and repair the premises, by making and withholding contributions under the ACC consistent with that goal,, and otherwise.

C. Enter an order that plaintiffs and the class they represent shall not be required to post bond as security for the issuance of a temporary restraining order or preliminary injunction.

D. Award plaintiffs costs and reasonable attorneys' fees.

E. Grant plaintiffs such further relief as this court deems just and proper.

Respectfully Submitted,



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