

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

WALLACE, et al.,)	
)	
Plaintiffs,)	No. 03 C 0491
)	Hon. Ruben Castillo
v.)	
)	
CHA, et al.,)	
)	
Defendants.)	

**Plaintiffs= Motion to Reconsider Section I of this Court=s December 23, 2003
Memorandum Opinion and Order**

Plaintiffs respectfully request that the Court reconsider Section I of the Court=s December 23, 2003 Memorandum Opinion and Order. Plaintiffs expressly limit this request to the question of whether Plaintiffs= First Amended Complaint adequately alleges a pattern-or-practice claim in regard to Plaintiffs= Fair Housing Act allegations: Counts V, VI, VIII, IX, and X. Plaintiffs do not seek reconsideration of that part of Section I regarding Plaintiffs= ' 1983 claims: Counts I, II, III, IV, VII and XI.

I. Introduction

Plaintiffs understand the Court=s Memorandum Opinion to be based on the Court=s adherence to Seventh Circuit case law that applies *National Railroad Passenger Corp. v. Morgan*, 536 U.S. 101 (2002), to cases brought under ' 1983. (Mem. Op. p. 6.) Plaintiffs recognize that authority, but fear that their inartful drafting of their Response caused this Court to misapprehend Plaintiffs= Fair Housing Act claims as distinct from Plaintiffs= claims brought under ' 1983 B inadvertently commingling two previously distinct areas of the law. The

gravamen of Plaintiffs' Fair Housing Act claims are not enforced through § 1983. Plaintiffs' adverse disparate impact, perpetuation of segregation, and racial steering claims in Counts V, VI, VIII, IX and X are enforced through § 3613 of the Fair Housing Act, not through § 1983.¹

Plaintiffs have a private right of action for their Fair Housing Act claims as directed by Congress in the text of the Fair Housing Act. 42 U.S.C. § 3613(a)(1)(A) (An aggrieved person may commence a civil action in an appropriate United States district court).

The Fair Housing Act has never previously been subject to, nor is it controlled by, *Morgan*. Plaintiffs ask this Court to consider new authority that maintains the tradition of analyzing Fair Housing Act pattern-or-practice claims under *Havens Realty Corp. v. Coleman*, 455 U.S. 363 (1982). *Neudecker v. Boisclair Corp.*, 351 F.3d 361 (8th Cir. 2003) (decided after briefing of the present motion to dismiss was completed; FHA complaint timely where unlawful practice continues into limitations period).

In terms of these Fair Housing Act claims, Plaintiffs have inartfully defended their First Amended Complaint. As the Court pointed out in the Memorandum Opinion, Plaintiffs consistently alleged that CHA had a policy of providing inadequate relocation services. (Mem. Op. p. 7 fn. 1.) However, Plaintiffs' Response failed to make clear that, with respect to

¹ Plaintiffs' Count I, a failure to affirmatively further fair housing claim pled under 42 U.S.C. § 3608(e)(5) as enforceable through 42 U.S.C. § 1983, is not part of this motion to reconsider. Where this motion refers to Plaintiffs' Fair Housing Act claims, it only intends to include those claims that are enforceable through § 3613 of the Fair Housing Act.

the Fair Housing Act claims, as distinct from Plaintiffs' 1983 claims, Plaintiffs alleged more than a policy of inadequate relocation services.

In the adverse disparate impact and perpetuation of segregation counts of Plaintiff's First Amended Complaint, Plaintiffs allege a policy and practice of displacing Plaintiffs from their homes to allow the rapid demolition of CHA buildings (Am. Comp. & 68), augmented by CHA's inappropriate or non-existent relocation policies which had the effect of discouraging Plaintiffs from inspecting or renting in opportunity areas. (Am. Comp. & 70.) This conduct is actionable back to 1995 when these policies or practices were initiated. (Am. Comp. & 68.) Specifically in regard to the racial steering count, Plaintiffs allege a policy and practice of steering, also going back to 1995. (Am. Comp. & 3, 70, 95-117.)

Finally, at the end of this motion Plaintiffs will urge this Court to reconsider its statement that the Relocation Rights Contract is an intervening event, limiting CHA's liability. Plaintiffs believe that such a ruling would be a first of its kind in fair housing law, and is unwarranted by this particular set of facts. It is clear that adoption of the Relocation Rights Contract has utterly failed to lessen the number of families CHA has resegregated.

II. Standard of Review

Reconsideration of the Court's Order is appropriate in this case. Under F.R.C.P. 54(b), reconsideration of an order that adjudicates fewer than all the claims of a case is permitted at any time before final disposition. Such orders may be reconsidered when it is consonant with justice. @ *Young v. Murphy*, 161 F.R.D. 61, 62 (N.D. Ill. 1995). AReconsideration is also

appropriate where the Court has patently misunderstood a party, . . . or has made an error not of reasoning but of apprehension. @ *Id.* Under this standard, Plaintiffs urge this Court to review whether Plaintiffs adequately stated a pattern-or-practice claim in terms of the Fair Housing Act violations alleged in Plaintiffs= First Amended Complaint.

III. Allegations in First Amended Complaint

In support of the pattern-or-practice claims, Plaintiffs= First Amended Complaint stated at the beginning that:

In 1995, Defendant CHA began a policy and practice^[2] of vacating and demolishing Plaintiffs= homes to clear the way for mixed-income communities. As Plaintiffs were displaced from their homes, CHA knowingly failed to provide relocation services to them, or provided relocation services that discouraged Plaintiffs from renting dwellings in white and integrated neighborhoods because of the race of the persons living in such neighborhoods. In some cases, CHA discouraged Plaintiffs from renting in such neighborhoods by failing to inform them of their desirable features; in others, CHA blatantly steered Plaintiffs to predominately African-American neighborhoods. As a result of these CHA practices and others, the displaced Plaintiffs became segregated in overwhelmingly African-American communities characterized by high poverty, high crime, poor schools and poor municipal services.

(Am. Comp. & 3.)

² Case law uses several similar phrases to convey the concept of a pattern-or-practice, such as Apattern, practice, and policy,@ *Havens*, 455 at 381, Apersistent process,@ *Tyus v. Urban Search Management*, 102 F.3d 256, 265 (7th Cir. 1996), Apolicy and practice,@ *United States v. Warwick Mobile Homes Estates*, 558 F. 2d 194, 195 (4th Cir. 1977), Apractice,@ *Honorable v. The Easy Life Real Estate System, Inc.*, 182 F.R.D. 553, 565 (N.D. Ill. 1998), *Neudecker v. Boisclair Corp.* 351 F.3d 361, 363 (8th Cir. 2003), and Acontinuing pattern and practice,@ *National Fair Housing Alliance, Inc. v. Prudential Insurance Co. of America*, 208 F.Supp.2d 46, 63 (D.C. 2002). Nevertheless, if the Court deems it necessary to plead the phrase Apattern-or-practice,@ Plaintiffs respectfully seek leave to so amend their Complaint.

At the beginning of its Statement of Facts, the First Amended Complaint expanded on this paragraph with a section entitled ACHA=s Racially Segregative Policies and Practices.@ (Am. Comp. VI(A).) This section alleges that:

68. From 1995 until the present, Defendant CHA has continuously and consistently implemented a policy and practice of displacing Plaintiffs from their homes to allow the rapid demolition of the family housing developments.

69. During this time, Defendant CHA continuously and consistently pursued a policy and practice of allowing the condition and safety of public housing to deteriorate, creating an incentive for Plaintiffs to quickly relocate to the private rental market with housing choice vouchers.

70. The relocation policies and practices that Defendant CHA pursued during this time for those Plaintiffs who accepted vouchers had the effect of discouraging Plaintiffs from inspecting or renting in predominately white or racially integrated neighborhoods, because:

- (a) Defendant CHA failed to provide any relocation services whatsoever; and/or
- (b) Defendant CHA and its agents failed to inform Plaintiffs of the desirable features of such neighborhoods; and/or
- (c) Defendant CHA and its agents actively steered Plaintiffs to predominately African-American neighborhoods; and/or
- (d) Defendant CHA failed to effectively take affirmative steps such as outreach to landlords in predominately white or racially integrated neighborhoods, the creation of incentives for its agents to relocate families to such neighborhoods, or the provision of social services to families to assist their move to such neighborhoods.

71. In engaging in the above actions or omissions, CHA intended and/or knew or should have known that its actions and omissions would have the effect of discouraging Plaintiffs from inspecting or renting in predominately white or racially integrated neighborhoods because of the race of the persons living in such neighborhoods.

72. Defendant CHA=s policies and practices have continued and still continue uninterrupted despite intervening events such as:

- (a) CHA=s contracting for the provision of relocation services for CHA relocatees;

- (b) the formal adoption of a published APlan for Transformation@;
- (c) the execution of the Moving to Work and Relocation Rights contracts; and
- (d) the relocation services provided by CHAC to Asecond mover@ HCV-holder families, variously called CHAC=s AMobility@ or AHousing Opportunity@ Program. (Am. Comp. && 68-72.)

In addition to this section, Plaintiffs allege in their First Amended Complaint that CHA=s plan to demolish family developments and replace them with Amixed-income communities@ began in 1995, as is recorded in CHA=s demolition applications from that time. (Am. Comp. & 82-83.) Demolition commensurate with such plans also began in 1995. (Am. Comp. & 84.) Plaintiffs= First Amended Complaint alleges that the result of CHA=s pattern-or-practice has been documented in a study. (Am. Comp. & 120, referring to the study by Professor Paul Fischer attached as Exhibit A to the First Amended Complaint.) This study found that since 1995, CHA residents have been uniformly resegregated regardless of the year they moved (Am. Comp. & 121); whether they move a second, third, or fourth time after their initial relocation from a CHA multifamily development (Am. Comp. & 122); and regardless of the CHA development from which they originally moved (Am. Comp. & 123).

This report provides the statistical bedrock for Plaintiffs= allegations. The report examines the number of families moved because of CHA=s pattern-or-practice of rapid demolition and relocation and compares that to the median percent black of the receiving census tracts for these relocated families:

Year	1995	1996	1997	1998	1999	2000	2001	2002*
Number of	46	249	558	672	631	406	321	382

Families Relocated								
Median Percent Black of Receiving Tract	97.5 %	97.5 %	97.5 %	97.7 %	97.7 %	97.9 %	98 %	98 %

*Data only through August 31, 2002

(Am. Comp. Ex. A, p. 12.) This data makes clear that CHA=s rapid demolition and relocation of CHA tenants resegregated this population, regardless of which additional policies were pursued in which years. If there was any change, resegregation actually got worse after Defendants= adoption of the Relocation Rights Contract. It is also notable that the vast majority of tenants were initially relocated from CHA=s family developments prior to the coverage period of the Relocation Rights Contract.³

IV. Private Litigants Can Bring Pattern-or-Practice Claims

The above-cited facts state claims sufficient to constitute a pattern-or-practice under the Fair Housing Act. A pattern-or-practice claim may be brought by private litigants. *See Havens v. Realty Corp. v. Coleman*, 455 U.S. 363, 381 n.23 (1982) (racial steering); *Hargraves v. Capital City Mortgage Corp.*, 140 F. Supp.2d 7, 18 (D.D.C. 2002) (reverse redlining); *People v. State of N.Y. by Abrams v. Merlino*, 694 F. Supp. 1101, 1103 (S.D.N.Y 1988)(racial steering). *See also* Robert G. Schwemm, *Housing Discrimination: Law and Litigation* ' 25:1 at 25-5.

³ Roughly 2,156 families were initially relocated from public housing because of demolition before the effective date of the Relocation Rights Contract. Roughly 1,109 families were initially relocated between the effective date and August 31, 2002, which was the last date for which data was available at the time of the study.

V. Plaintiffs Have Adequately Pled a Pattern-or-Practice Case

The standard for articulating a pattern-or-practice case under the FHA arises from the Supreme Court decision of *Havens Realty Corp. v. Coleman*, 455 U.S. 363 (1982). One of the questions answered in that case was whether two plaintiffs, who had each applied to rent an apartment from the defendant prior to the period covered by the statute of limitations, were barred from maintaining claims against the defendant. Looking at the nature of the claims alleged, the Supreme Court held that:

where a Plaintiff, pursuant to the Fair Housing Act, challenges not just one incident of conduct violative of the Act, but an unlawful practice that continues into the limitations period, the complaint is timely when it is filed within 180 days of the last asserted occurrence of that practice.

Applying this principle to the >neighborhood= claims of Coleman and Willis, we agree with the Court of Appeals that the 180-day statute of limitations is no bar. Willis and Coleman have alleged that petitioners= continuing *pattern, practice, and policy* of unlawful racial steering has deprived them of the benefits of interracial association arising from living in an integrated neighborhood. Plainly the claims, as currently alleged, are based not solely on isolated incidents involving the two respondents, but a continuing violation manifested in a number of incidents B including at least one (involving Coles) that is asserted to have occurred within the 180-day period.

Id. at 380-81 (emphasis supplied). Accordingly, a claim rises to the level of a pattern-or-practice where it is based Anot solely on isolated incidents@ but on Aa number of incidents.@ When one of those incidents comprising the pattern-or-practice claim occurs within the statute of limitations, the Court finds all incidents timely as a continuing violation. *See also, Tyus v. Urban Search Management*, 102 F.3d 256 (7th Cir. 1996); *Honorable v. Easy Life Real Estate*, 182 F.R.D. 553 (N.D. Ill. 1998); *Neudecker v. Boisclair*, 351 F.3d 361, 363 (8th Cir. 2003); *National Fair Housing Alliance, Inc. v. Prudential Insurance Co. of America*, 208 F.Supp.2d 46, 63 (D.C.

2002), *U.S. v. Balistreri*, 981 F.2d 916, 929 (7th Cir. 1993)(a pattern-or-practice must be a standard operating procedure rather than the unusual practice.); *U.S. v. DiMucci*, 879 F.2d 1488, 1499 (7th Cir. 1989)(six incidents of discrimination have been sufficient to prove pattern-or-practice.).

In 1988, Congress amended the FHA to statutorily express *Havens* holding. 1988 U.S.C.A.N. 2173, 2194 (House Judiciary Committee legislative history of Fair Housing Amendments Act citing to *Havens*.) The statute now reads:

An aggrieved person may commence a civil action . . . not later than 2 years after the occurrence *or the termination* of an alleged discriminatory housing practice, . . . *whichever occurs last*

42 U.S.C. ' 3613(a)(1)(A)(Italics added). Congress has not amended Title VII or other civil rights statutes in this way. Title VII continues to require stricter filing requirements, requiring that filing occur 180 days after the alleged unlawful employment practice occurred. 42 U.S.C. ' 2000e5(e)(1), see also *National Railroad Passenger Corp. v. Morgan*, 536 U.S. 101, 108-09 (2002)(emphasizing that analysis of continuing violation in that case was focused on the statutory language of 42 U.S.C. ' 2000e5(e)(1), Title VII.)

In fact, Defendants cite no FHA case that relies on *Morgan*, and Plaintiffs have been unable to locate any such authority. In *Morgan*, the Court also expressly declined to consider how the continuing violations theory would apply to pattern-or-practice claims brought by private litigants, as none were before the Court in that case. See *Morgan*, 536 U.S. at 115 n.9. As this Court recognized in its Memorandum Opinion and Order, *Morgan* does not control this Court's decision regarding how a continuing violation theory can be applied to Plaintiffs=

pattern-or-practice claims. FHA cases decided after *Morgan* continue to rely on the Supreme Court precedent in *Havens* for statute of limitations purposes. *Neudecker v. Boisclair*, 351 F.3d 361, 363 (8th Cir. 2003), *National Fair Housing Alliance, Inc. v. Prudential Insurance Co. of America*, 208 F.Supp.2d 46, 63 (D.C. 2002).

The U.S. Department of Housing and Urban Development (AHUD@) has also recognized this unique treatment of continuing violation claims, and conformed its regulations to *Havens*. In terms of HUD-investigated actions under 42 U.S.C. ' 3610, HUD regulations require that,

Where a complaint alleges a discriminatory housing practice that is continuing, as manifested in a number of incidents of such conduct, the complaint will be timely if filed within one year of the last alleged occurrence of that practice.

24 C.F.R. ' 103.40(c). Therefore, pattern-or-practice claims under the FHA arise where claims are based Anot solely on isolated incidents@ but on Aa number of incidents.@

As the following sections of this motion show, Plaintiffs have pled such pattern-or-practice with respect to each of the three types of Fair Housing Act claims set out in the First Amended Complaint: adverse disparate impact (Counts VIII, IX and X), perpetuation of segregation (Count V), and racial steering (Count VI).

A. Pattern-or-Practice in Adverse Disparate Impact Counts

By their very nature, adverse disparate impact claims can never be articulated based on an isolated incident. *Simms v. First Gibraltar Bank*, 83 F.3d 1546, 1555 (5th Cir. 1996). With such claims, Athe question is whether a policy, procedure, or practice specifically identified by the Plaintiff has a significantly greater discriminatory impact on members of a protected class.@ *Id.*

In the present case, Plaintiffs alleged that CHA=s pattern-or-practice of Adisplacing Plaintiffs from their homes to allow the rapid demolition@ of CHA buildings (Am. Comp. & 68), augmented by CHA=s inappropriate or non-existent relocation policies, harmed protected classes. (Am. Comp. Counts VIII, IX and X, nature of harm to protected classes articulated in §§ 118-126 and §§ 227-232.)

Because the nature of these claims necessarily alleges a pattern-or-practice, the Court may examine them from the date of the initiation of the pattern-or-practice so long as the alleged discriminatory conduct continues into the statute of limitations period.⁴ Plaintiffs have alleged that CHA=s pattern-or-practice began in 1995 and had not terminated at the time the initial complaint was filed. (Am. Comp. & 68.)

B. Pattern-or-Practice in Perpetuation of Segregation Counts

Although perpetuation of segregation claims under the FHA can sometimes stem from one isolated incident, often they only arise where there have been a number of incidents. Schwemm ' 10:7 at 10-53, *see also Betsey v. Turtle Creek Assoc.*, 763 F.2d 983, 987 (4th Cir. 1984)(holding that proper focus for the case was Athe total group to which the policy was applied.@) In the present case, Plaintiffs do not allege facts in their perpetuation of segregation claim distinct from the facts alleged in their adverse discriminatory impact claims. (*Compare*

⁴ *Morgan*=s continuing violation analysis, which focuses on single actionable occurrences, cannot be reconciled with adverse discriminatory impact cases precisely because adverse discriminatory impact cases cannot exist if there is only a single occurrence. *Morgan* recognized a similar problem with Title VII hostile work environment claims, and ruled specially in those circumstances. *Morgan*, 536 U.S. at 115 (AHostile environment claims are different in kind from discrete acts.@)

Am. Comp. Count V *with* Am. Comp. Counts VIII, IX and X.) Plaintiffs allege the same pattern-or-practice of displacing plaintiffs from their homes to allow the rapid demolition of CHA buildings (Am. Comp. & 68), augmented by CHA's inappropriate or non-existent relocation policies.

The difference between the perpetuation of segregation claim and the adverse discriminatory impact claim is the different types of harm suffered by Plaintiffs. Under the perpetuation of segregation claim, Plaintiffs allege that they have been resegregated perpetuating residential housing segregation in the City of Chicago. (Am. Comp. & 253.) The adverse discriminatory impact claim looks to additional types of harms caused by the same pattern-or-practice. For example, Plaintiffs have been denied the benefits of interracial association. *See Havens*, 455 U.S. at 380-81 and First Amended Complaint && 228-29. Since the same pattern-or-practice is central to both the adverse discriminatory impact and perpetuation of segregation claims, it should be treated the same in terms of the continuing violations analysis, and Plaintiffs should be permitted to complain of that conduct back to its beginning in 1995. (Am. Comp. & 68.)

These factual allegations are also of the type that cannot be stated based on the experiences of only one relocated family. It would be impossible to know that CHA was resegregating 3,265 African-American families by examining the experience of only one family in isolation from the other affected families. In the same way, the experience of one family is insufficient to allege that 3,265 African-American families are suffering an adverse discriminatory impact from a CHA practice or policy. These types of fair housing cases that require plaintiffs

to allege the experiences of a whole group are necessarily pattern-or-practice cases. *Honorable v. The Easy Life Real Estate System, Inc.*, 182 F.R.D. 553, 564 (N.D. Ill. 1998)(plaintiff home buyers could not know of Fair Housing Act violation without learning of defendant bank=s action towards other similar home buyers).

C. Pattern-or-Practice in Racial Steering Counts

Plaintiffs= racial steering count alleges a distinctly different set of facts. (Am. Comp. && 255-56.) The alleged pattern-or-practice is the pattern-or-practice of steering CHA residents, including the named Plaintiffs, to segregated neighborhoods. It focuses on CHA=s actions or omissions each time it relocated each named Plaintiff, which actions had the effect of repeatedly discouraging Plaintiffs from renting in white or racially integrated neighborhoods. CHA=s actions or omissions towards the named Plaintiffs occurred not just at the initial move from CHA=s family developments, but continued through subsequent CHA-directed moves, as demonstrated in the chart in Plaintiff=s Surreply. (Plaintiffs= Surreply in Opposition to Defendants= Motion to Dismiss, & 5.)

Under *Havens*, a pattern-or-practice of racial steering is specifically treated as a continuing violation.⁵ *Havens*, 455 U.S. at 381. Even when the only incident of racial steering that occurred within the statute of limitations period occurred to an individual who was no longer

⁵ Plaintiffs recognize that such treatment does not extend to truthful information claims brought by testers under 42 U.S.C. ' 3604(d), but plead no such tester claims in their complaint and seek no such individual relief appropriate to testers. *Havens*, 455 U.S. at 381.

a part of the lawsuit, the Supreme Court found the other Plaintiffs= steering claims timely because they were part of the pattern-or-practice. *Id.* at 380-81.

In the same way, named Plaintiffs alleged multiple incidents of steering within the statute of limitations period. Ms. Wallace alleges that she was steered in the fall of 2001. (Am. Comp. && 134-38.) Ms. Maples alleges that she was steered in March of 2002. (Am. Comp. && 141-50.) Ms. Taylor alleges that she was steered in the spring of 2003, after this suit was initiated. (Am. Comp. && 161-63.) Ms. Hart alleges that she was steered in the Winter of 2002-2003. (Am. Comp. && 222-24.) Ms. Sistrunk alleges she was moved 11 times since 1996. In all of those moves, Ms. Sistrunk was steered. (Am. Comp. && 165-71.)

Accordingly, Plaintiffs have alleged sufficient incidents of steering to plead a pattern-or-practice. Plaintiffs have also pled that three CHA contractors, Changing Patterns, Family Dynamics, Inc., and E.F. Ghoughan and Associates, Inc., followed a custom and practice of Arelocating families to predominately African-American neighborhoods.@ (Am. Comp. && 95-117.) These allegations are also sufficient to plead a pattern-or-practice of steering such that the Court should find a continuing violation going back to the first alleged incident of this pattern-or-practice in 1995. (Am. Comp. & 84-85.)

VI. Pattern-or-Practice Not Interrupted by Relocation Rights Contract

Finally, Plaintiffs ask this Court to reconsider whether these FHA claims are interrupted by the Relocation Rights Contract. The Relocation Rights Contract is a completely separate and freestanding obligation from CHA=s obligations under the Fair Housing Act. No part of the Fair

Housing Act, or any resulting case law, provides any mechanism for private contractual obligations to exempt parties from compliance with the Act.⁶ Defendants have provided no citations to support their novel theory.

At best, the Relocation Rights Contract provides some Plaintiffs with certain services. But, as an Intervening event,⁶ it has had no effect whatsoever on CHA's resegregation of Plaintiffs. (Am. Comp. & 72, corroborated by statistical showing in Ex. A.) Even outside of the Fair Housing Act, an Intervening event⁶ that does not irrevocably eradicate the effects of the alleged violation⁶ does not bar the underlying claims from proceeding. *Milwaukee Police Assn v. Jones*, 192 F.3d 742, 747 (7th Cir. 1999). Professor Fischer's study indicates that the Relocation Rights Contract B like the contracting for relocation services, adoption of the name APlan for Transformation,⁶ adoption of the Moving to Work agreement, and the provision of Asecond mover⁶ services through CHAC B has had no impact on the resegregation of Plaintiffs, and these allegations must be taken as true at this stage of these proceedings. (Am. Comp. && 72(c), 121 and Exhibit A.)

The Contract does not even purport to be for the purpose of reversing or lessening the resegregation. CHA cannot be insulated from liability under the Fair Housing Act by its own action of entering into a contract that does not even claim to remedy the Fair Housing Act violation. The FHA cannot be so lightly outmaneuvered.

⁶ Plaintiffs= have not located any Title VIII case that has applied the intervening event theory.

VII. Conclusion

In conclusion, Plaintiffs urge this Court to reconsider Section I of the Court's December 23, 2003 Memorandum Opinion and Order in relation to those counts that are actionable pursuant to ' 3613(a)(1)(A) of the Fair Housing Act B Counts V, VI, VIII, IX and X. These claims properly state a pattern-or-practice since 1995 of displacement pursuant to rapid demolition, augmented by inappropriate or non-existent relocation policies, or, in the case of the steering count, a pattern-or-practice of steering. Therefore, under *Havens*, these claims plead a continuing violation that allows Plaintiffs to address the entire pattern-or-practice of CHA's conduct from 1995 to the present, which was not interrupted by the Relocation Rights Contract.

Respectfully submitted,

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