

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

RECEIVED

SEP 05 2006

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

JANE ADDAMS SENIOR CAUCUS, )  
RUTH WILLIAMS, ELIZABETH ESSEX, )  
JEWELL "JUDY" SUTTON, and )  
ELIZABETH CAMARIGG, On Behalf of )  
Themselves and All Others Similarly )  
Situating, )

Plaintiffs, )

vs. )

THE MOODY BIBLE INSTITUTE OF )  
CHICAGO, )

Defendant. )

No.

06C 4800

**PLAINTIFFS' MOTION FOR A PRELIMINARY INJUNCTION**

Plaintiffs Jane Adams Senior Caucus, Ruth Williams, Liz Essex, Jewell "Judy" Sutton, and Elizabeth Camarigg (collectively "Plaintiffs"), by and through their attorneys, respectfully move the Court for entry of a Preliminary Injunction pursuant to Fed. R. Civ. P. 65.

In support of their motion, Plaintiffs state as follows:

1. Morningside I ("Morningside") is a project-based Section 8 development on Chicago's near-north side. As a project-based Section development, Morningside is intended to provide 201 units of affordable housing for eligible senior and disabled residents in Chicago. Because the subsidies associated with it are project-based, they remain with the property, making Morningside a stable source of such housing for Chicago area seniors and disabled persons.

2. Plaintiffs consist of a group of current residents of Morningside, persons wishing to live there, and an organization assisting them in their efforts to ensure that Morningside serves its intended purpose. The individual Plaintiffs—Ruth Williams, Elizabeth Essex, Jewell "Judy" Sutton, and Elizabeth Camarigg—are senior and disabled persons eligible to reside in the subsidized units at Morningside.

3. Plaintiffs bring this litigation and this Motion seeking orders from this Court requiring Defendant The Moody Bible Institute of Chicago ("Moody Bible") to comply with its contractual, statutory, and regulatory obligations to provide affordable housing at Morningside.

4. Moody Bible is the owner of Morningside. Per the terms of contracts entered into by Moody Bible and its predecessors, including the Housing Assistance Payments Contract (“HAP Contract”), which creates the structure for the subsidies in place at Morningside funding 201 units of affordable housing to eligible senior and disabled residents.

5. Currently, however, Moody Bible is not providing the contracted for 201 units of affordable housing. Instead, beginning in 1999 and continuing to this day, Moody Bible has converted units in Morningside for use as dormitory rooms and corporate apartments. To accomplish these conversions, after a unit occupied by a senior or disabled resident becomes vacant, Moody Bible upgrades the unit by painting, installing new flooring, and adding internet access to the unit and then, for units being converted to dorm rooms, makes the unit available to Moody Bible students. Moody Bible has even gone so far as to rename Morningside as “Jenkins Hall,” in honor of Moody Bible benefactor and faculty member, and best-selling author, Jerry Jenkins.

6. For units being converted to corporate apartments, in addition to the other upgrades, Moody Bible has combined multiple units to create larger units. One such combination is now occupied by Mr. Jenkins.

7. Through these efforts, Moody Bible has converted approximately half of Morningside’s 201 units. As a result, according to Moody Bible, approximately 160 Moody Bible students and their spouses now live in units intended for low-income senior and disabled residents.

8. In addition to its unlawful actions in converting Morningside units for use as dorm rooms and corporate apartments, Moody Bible is also violating additional related contractual and statutory obligations. First, Moody Bible no longer markets units at Morningside to senior and disabled residents, nor does it maintain a plan to do so. To the contrary, when people contact Moody Bible seeking housing at Morningside for senior and disabled persons, they are told that Moody Bible no longer leases to senior and disabled persons.

9. Second, Moody Bible also is no longer allowing senior and disabled persons to place their names on a waiting list, as it is required to do so. Indeed, it is not clear whether Moody Bible is even maintaining such a wait list at all, despite its obligation to do so.

10. Third, for those senior and disabled persons fortunate enough to have affordable housing at Morningside, Moody Bible has failed, and is failing, to properly maintain those units.

First, despite the upgrades it provides to units vacated by senior and disabled residents in the conversion process, Moody Bible refuses to provide that same maintenance and upgrades to units occupied by senior and disabled residents. Instead, those residents live in units suffering from mold contamination, chipping paint, substandard flooring, clogged plumbing, and other problems.

11. Fourth, Moody Bible has revoked those residents access to parking in the lot adjacent to Morningside. Instead, while the senior and disabled residents of Morningside are now forced to park in lots farther away and across busy Chicago thoroughfares, Moody Bible has made these spots available to its students, faculty, and staff.

12. Further exacerbating matters, Moody Bible has responded to Plaintiffs' efforts to resolve these issues by retaliating against Plaintiffs for their attempts to exercise rights granted to them under federal housing statutes. Moody Bible's retaliation has included the imposition of requirements designed to prevent Plaintiffs and others concerned about these issues from meeting in public spaces at Morningside and threatening Plaintiffs and other senior and disabled persons with the termination of the subsidies in place for Morningside.

13. Moody Bible's actions violate numerous contractual and statutory provisions, including the HAP Contract, incorporated federal regulations, and the Fair Housing Act.

14. If Moody Bible's ongoing violations of its contractual and statutory obligations are not stopped, Plaintiffs will suffer irreparable harm from the loss of additional units of affordable housing for senior and disabled persons.

15. The balance of harms supports imposition of a preliminary injunction since the potential harm to low-income senior and disabled residents lacking options for affordable housing, namely the loss of additional sources of affordable housing, significantly outweighs the potential harm such relief could cause Moody Bible, a prosperous institution with significant resources, both monetary and organizational.

16. Issuing a preliminary injunction would served the public interest by advancing expressed policies of both the federal and state governments to promote affordable housing for senior and disabled persons.

17. To prevent any further harm that might result from Moody Bible's ongoing violations of its contractual and statutory obligations, Plaintiffs now bring this Motion, seeking a

preliminary injunction that enjoins Moody Bible from further violations of its contractual and statutory obligations.

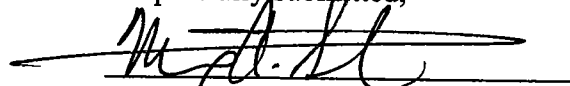
18. Plaintiffs should not be required to post a bond securing against an injuries that Moody Bible might suffer as a result of the preliminary injunction requested in this Motion. Though the likelihood of such injuries is slight, even that slight possibility does not justify requiring Plaintiffs, low-income senior and disabled persons seeking to advance significant issues of public policy, to post a bond.

WHEREFORE, Plaintiffs, Jane Adams Senior Caucus, Ruth Williams, Liz Essex, Jewell “Judy” Sutton, and Elizabeth Camarigg (collectively “Plaintiffs”), respectfully request that this Court grant Plaintiffs’ Motion For A Preliminary Injunction and enter an order that:

- a. Enjoins Moody Bible from moving any additional students into the residential property known as Morningside;
- b. Enjoins Moody Bible from converting any additional residential units at Morningside into dormitory rooms, corporate apartments, or for any other use other than low-income housing for senior and disabled persons;
- c. Requires Moody Bible to create and maintain a waiting list of applicants seeking to lease units at Morningside for use in selecting new residents as units become vacant; and
- d. Provide Plaintiffs any other relief that the Court deems appropriate.

Dated: September 5, 2006

Respectfully submitted,

  
\_\_\_\_\_  
Attorney for Plaintiff

Katherine E. Walz  
Sargent Shriver National Center on Poverty Law  
50 E. Washington, Suite 500  
Chicago, IL 60602  
(312) 263-3830

James A. Rolfes  
Max A. Stein  
Casey L. Westover  
Sachnoff & Weaver, Ltd.  
10 South Wacker, Suite 4000  
Chicago, IL 60606  
(312) 207-1000

*Of Counsel:*

John "Jack" Cann  
Housing Preservation Project  
570 Asbury Street, Suite 105  
St. Paul, MN 55104  
(651) 642-0102

Tiffany Hardy  
Sargent Shriver National Center on Poverty Law  
50 E. Washington, Suite 500  
Chicago, IL 60602  
(312) 263-3830

890994

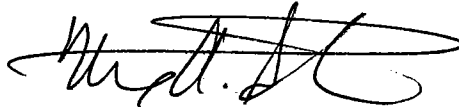
**Certificate of Service**

I, Max A. Stein, an attorney, certify that I shall cause to be served:

1. Plaintiffs' Motion for a Preliminary Injunction;
2. Memorandum in Support of Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction;
3. Notice of Motion.

Upon the parties shown below, both by delivering a copy to the process server to be served in conjunction with Plaintiffs' Complaint in this matter, and by First Class Mail this 5th day of September, 2006:

Robert L. Gunter, Vice President and General Counsel  
The Moody Bible Institute of Chicago  
820 North LaSalle Street  
Chicago, IL 60610

A handwritten signature in black ink, appearing to read 'Max A. Stein', written over a horizontal line.

Max A. Stein

