UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF ADMINISTRATIVE LAW JUDGES

The Secretary, United States Department of Housing and Urban Development, on behalf of George Willborn, Peytyn Willborn and Dylcia Cornelious,	)	
Charging Party,	)	HUD ALJ No. FHEO Nos. 05-10-0519-8, 05-10-0520-8, 05-10-0522-8, 05-10-0523-8
v.	)	
Daniel Sabbia, Adrienne Sabbia, Jeffrey Lowe, The Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties,	)	
Respondents.	)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

On or about January 28, 2010, Complainants George and Peytyn Willborn ("Willborn Complainants") and Dylcia Cornelious ("Complainant Cornelious") filed a verified complaint with the United States Department of Housing and Urban Development ("HUD"), alleging that Respondents Daniel and Adrienne Sabbia, Jeffrey Lowe, and The Lowe Group/Prudential Rubloff violated the Fair Housing Act as amended in 1988, 42 U.S.C. Section 3601, *et seq.* (the "Act"), by refusing to sell to or otherwise making unavailable to Complainants a dwelling, on the basis of George and Peytyn Willborns' race, in violation of 42 U.S.C. §3604(a), (b),[1] and §3605 of the Act.[2]

On or about March 19, 2010, Complainants also filed an amended verified complaint with HUD, to remove the allegation of discriminatory financing, to replace as respondents the Lowe Group/Prudential Rubloff with The Lowe Group Chicago, Inc., and to add Midwest Realty

[1] The original HUD complaints included a 42 U.S.C. §3604(b) claim. The claim was to be removed in subsequent amendments to the HUD complaint, but was inadvertently left intact. Although it is not addressed in the Determination of Reasonable Cause, the investigation did not find any evidence to support a reasonable cause determination with respect to this provision of the Act.

[2] On January 28, 2010, HUD Office of Fair Housing and Equal Opportunity ("FHEO") requested a waiver of jurisdiction from the Illinois Department of Human Rights ("IDHR"). On January 29, 2010, the Executive Director of IDHR, Rocco Claps, approved waiver of this case.

Ventures, LLC d/b/a Prudential Rubloff Properties as a respondent. On or about July 14, 2010, Complainants filed another amended, verified complaint re-alleging the 42 U.S.C. §3605 claim and adding a 42 U.S.C. §3617 interference claim to the existing claims.

The Act authorizes the issuance of a Charge of Discrimination on behalf of an aggrieved person following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. §3610(g)(1) and (2). According to 24 C.F.R. §103.400(a)(2)(i), the Assistant Secretary, upon receipt of concurrence of the General Counsel, will direct the issuance of a Charge of Discrimination under 24 C.F.R. §103.405. *See* 24 C.F.R. §103.405 (2009). The General Counsel delegated to the Associate Regional Counsel, Assistant General Counsel and Regional Counsel (73 Fed. Reg. 68441, 68442), the authority to issue such a charge, following a determination of reasonable cause by the Assistant Secretary for Fair Housing and Equal Opportunity or her designee.

The Office of Fair Housing and Equal Opportunity Region V Director, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that reasonable cause exists to believe that a discriminatory housing practice has occurred in this case based on race and has authorized and directed the issuance of this Charge of Discrimination.

II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned HUD Complaint and Determination of Reasonable Cause, Respondents Adrienne and Daniel Sabbia, Jeffrey Lowe, The Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties (collectively referred to as "Respondents") are charged with discriminating against Complainants George Willborn, Peytyn Willborn and Dylcia Cornelious, aggrieved persons as defined by 42 U.S.C. §3602(i), because of race or color in violation of 42 U.S.C. §3604(a), §3605 and §3617 of the Act as follows:

1. It is unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. §3604(a).

2. It is unlawful for any person or other entity whose business includes engaging in residential real-estate-related transactions to discriminate against any person in making available such a transaction or in the terms or conditions of such a transaction because of race, color, religion, sex, disability, familial status, or national origin. Residential real-estate-related transaction means the selling, brokering, or appraising of residential real property. 42 U.S.C. §3605(a),(b)(2).

3. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, or on account of her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by sections 803, 804, 805, or 806 of the Act. 42 U.S.C. 3617.

4. At all times relevant to this Charge, Respondents Adrienne and Daniel Sabbia, a white married couple, owned the property located at 3300 South Normal Avenue, Chicago, Illinois 60616 ("subject property"), a five bedroom, 8000 square foot, single-family home. The subject property is located in the Bridgeport neighborhood of Chicago, Illinois.

5. On information and belief, Respondent Daniel Sabbia's sister and brother-in-law reside in the property directly next door to the subject property at 3304 South Normal Street and other family lives in the Bridgeport neighborhood.

6. At all times relevant to this Charge, Respondent Jeffrey Lowe ("Respondent Lowe") of The Lowe Group Chicago, Inc. was the listing agent for the subject property and worked as a real estate agent at Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties ("Respondent Prudential Rubloff"). Respondent Prudential Rubloff was the listing broker for the subject property.

7. Complainants George and Peytyn Willborn are an African-American married couple. At all times relevant to this charge, they resided with their son and daughter.

8. The Willborns' children are aggrieved persons, pursuant to 42 U.S.C. §3602(i).

9. At all times relevant to this Charge, Complainant George Willborn was a nationally syndicated radio personality, and comedian appearing in TV and film.

10. At all times relevant to this Charge, Complainant Dylcia Cornelious was a real estate agent with ReMax 2000. Complainant Cornelious has been in the real estate business for approximately 12 years.

11. In or around January 2008, Respondent Daniel Sabbia was referred to Respondent Lowe and retained his services to list, market and sell the subject property.

12. In an interview under oath, Respondent Lowe admitted that while he was representing the Sabbias, Respondent Daniel Sabbia told Respondent Lowe that he would prefer not to sell his home to an African-American, though he qualified the testimony, saying, "but if it was for the right price he did not care who bought the house."

13. On or about January 8, 2008, Respondents listed the subject property for sale for 1.99 million dollars. On or about November 28, 2008, the subject property was taken off the market, briefly. On April 6, 2009, Respondents relisted the subject property at a reduced list price of 1.799 million dollars.

14. In January 2010, when Complainants viewed the subject property, it was listed for 1.799 million dollars and had been on the market for close to two years.

15. In or around January 2010, the Willborns retained Complainant Cornelious to help them locate a newer construction, approximately 5,000 to 8,000 square foot single-family home near downtown Chicago.

16. On or about January 2, 2010, Complainants George and Peytyn Willborn and Complainant Cornelious toured the subject property. The Willborns liked the subject property so much that they called their son and daughter and asked them to immediately come and view the home.

17. When Complainants were leaving the subject property, they saw Respondent Daniel Sabbia sitting in his car in the driveway of the subject property. Respondent Sabbia admits seeing Complainants from his car as they left the subject property.

18. On information and belief, the showing of the subject property on January 2, 2010, was the only showing that day or that week that year.

19. On January 2, 2010, the same day as the showing, Complainants made an offer on the subject property because the Willborns "fell in love with" the home and it met their price, space and location requirements. Accordingly, the Willborns offered 1.5 million dollars with $75,000 in earnest money and a closing date of February 25, 2010 for the subject property. The offer was tendered via electronic mail to Respondent Jeffrey Lowe and Arno Gerbrecht, the agent that showed Complainants the subject property that day, in Respondent Lowe's absence.

20. Over the course of the next few days, negotiations over the subject property ensued. Initially, Respondents countered with 1.75 million dollars and a later closing date. On January 3, 2010, Complainants offered 1.65 million dollars and requested that the Sabbias leave the televisions in the theater and living rooms. On January 4, 2010, Respondent Lowe conveyed the Sabbias' final counteroffer to Complainant Cornelious, 1.7 million dollars with an April 1, 2010 closing date. Later that day, Complainant Cornelious conveyed to Respondent Lowe the Willborns' acceptance of the Sabbias' counteroffer and prepared a sales contract for signature.

21. On January 4, 2010, Complainant Cornelious informed Respondent Lowe that George Willborn was a radio personality to illustrate that they were qualified buyers. Respondent Lowe responded, "not that we don't trust you, but my seller researched your buyer" or similar words to that effect. Complainant Cornelious understood Respondent Lowe to mean that he had conducted an internet search of George Willborn on the popular search engine, www.google.com.

22. A search for the name "George Willborn" on www.google.com produces numerous images of George Willborn.

23. Both Respondent Lowe and Respondent Daniel Sabbia admitted that they felt Complainants were highly qualified to buy the subject property. In an interview with

HUD, Respondent Sabbia recalled Respondent Lowe informing him that Complainant George Willborn is a comedian, and drives a "Bentley car."

24. On January 5, 2010, Respondent Lowe forwarded the contract, containing the terms to which the Willborns and Sabbias had verbally agreed, to the Sabbias' for signature.

25. When, by January 8, 2010, Complainant Cornelious had not yet received a signed contract from Respondents, she contacted Respondent Lowe and inquired after the contract, adding that she was holding the earnest money check.

26. However, by January 9, 2010, six days after Respondents accepted Complainants' offer, the Sabbias had still not signed the contract. Concerned, the Willborns asked Complainant Cornelious whether Respondents had changed their minds about selling to them.

27. On January 9, 2010, Complainant Cornelious contacted Respondent Lowe and pointedly asked why the Sabbias had not signed the sales contract, yet. Respondent Lowe told Complainant Cornelious that the "reality" of selling the house was "just hitting" Respondent Adrienne Sabbia, or similar words to that effect. Complainant Cornelious replied incredulously that there was "no way" that the "reality" of selling had not "hit" Respondent Adrienne Sabbia in the two years that the home had been on the market. Complainant Cornelious remarked to Respondent Lowe that it suddenly hit her only when she was confronted with black buyers, or words to that effect.

28. Later in the day on January 9, 2010, Complainant Cornelious contacted Respondent Lowe with a text message stating that the Sabbias' actions appeared racist. She warned, "this will absolutely be a case for fair housing," or similar words to that effect.

29. On January 10, 2010, Respondent Lowe replied to Complainant Cornelious' January 9 text, via text message. His message simply stated that he believed the contract signing issue to be a "seller vs. seller issue not a seller vs. buyer issue." He emphasized he did not think it was about race. He assured her that he expected to get a signed contract to her by Sunday or Monday.

30. Complainant Cornelious reiterated to Respondent Lowe that it seemed "awfully suspicious" that after trying to sell the subject property for two years, and having the best offer from a qualified buyer, the Sabbias were stalling. She encouraged Respondent Lowe to convey to the Sabbias what she was telling him.

31. On January 11, 2010, Respondent Lowe disclosed to Complainant Cornelious that the Sabbias would not sign the sales contract and, also, were taking the subject property off the market. Respondent Lowe gave Complainants various reasons for why the Sabbias decided not to sell, which included that Respondent Adrienne Sabbia had changed her mind about moving, the Sabbias could not find a suitable new home to move to and they wanted to keep their children in their current schools.

32. In an interview with HUD, Respondents Daniel and Adrienne Sabbia stated that the reason they refused to sign the sales contract was because Respondent Adrienne Sabbia wanted the full asking price of 1.799 million dollars.

33. On information and belief, the Willborns' 1.7 million dollar offer was the highest offer the Respondents had, or have, ever received on the subject property.

34. On or about January 12, 2010, the subject property was taken off the market. Respondent Lowe admitted that he advised the Sabbias to take the subject property off the market.

35. At no time between refusing to sign the sales contract and taking the property off the market did Respondents offer Complainants the opportunity to purchase the subject property for the full asking price of 1.799 million dollars.

36. On or about January 28, 2010, Complainants filed complaints with the U.S. Department of Housing and Urban Development against the Sabbias.

37. Respondents Daniel and Adrienne Sabbia received notification of the complaints on January 29, 2010.

38. On or about February 1, 2010, a few days after Respondents Daniel and Adrienne Sabbia received the HUD Complaints, the Sabbias directed Respondent Lowe to offer the Willborns the opportunity to buy the subject property, with all of its furniture, for the full asking price of 1.799 million dollars.

39. When the Willborns learned that the Sabbias only offered to sell the subject property to them after receipt of the HUD Complaint, they cancelled a scheduled showing and declined the offer.

40. On or about March 8, 2010, Respondent Lowe relisted the subject property at the asking price of 1.799 million dollars.

41. On information and belief, Respondent Lowe is no longer representing the Sabbias in the sale of the subject property, but the home is listed for sale with the Multiple Listing Service.

42. In an interview with HUD, Respondent Lowe admitted that it was "unusual" that a seller would not sign the sales contract because "normally a buyer and seller are both motivated to sign a contract once you feel like you negotiate the terms." He also admitted that he was surprised that the Sabbias decided not to sign the sales contract because they had given him no indication that they were having second thoughts about selling the subject property.

43. By refusing to sign the sales contract, Respondents Daniel and Adrienne Sabbia committed unlawful discrimination against Complainants George and Peytyn Willborn by refusing to sell a dwelling to them after the making of a bona fide offer because of their race, African-American, in violation of 42 U.S.C. §3604(a).

44. By refusing to sign the sales contract, Respondents Daniel and Adrienne Sabbia committed unlawful discrimination against Complainant Dylica Cornelious by refusing to sell a dwelling to the Willborns, her African-American clients, after the making of a bona fide offer, in violation of 42 U.S.C. §3604(a).

45. By taking the subject property off the market, Respondents Daniel and Adrienne Sabbia committed unlawful discrimination by making the subject property unavailable to Complainants George and Peytyn Willborn because of their race, African-American, in violation of 42 U.S.C. §3604(a).

46. By taking the subject property off the market, Respondents Daniel and Adrienne Sabbia committed unlawful discrimination against Complainant Dylica Cornelious by making the subject property unavailable to Complainant Cornelious' clients, the Willborns, because of their race, African-American, in violation of 42 U.S.C. §3604(a).

47. By conveying to Complainant Cornelious that the Sabbias refused to sign the sales contract and facilitating the subject property's removal from the market, Respondents Lowe, The Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties committed unlawful discrimination against George and Peytyn Willborn by otherwise making a dwelling unavailable because of the Willborns' race in violation of 42 U.S.C. §3604(a).

48. By conveying to Complainant Cornelious that the Sabbias refused to sign the sales contract and facilitating the subject property's removal from the market, Respondents Lowe, The Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties committed unlawful discrimination against Complainant Dylica Cornelious by otherwise making a dwelling unavailable to her African-American clients, the Willborns, in violation of 42 U.S.C. §3604(a).

49. By taking the subject property off the market and conveying the Sabbias' refusal to sell, Respondents Lowe, The Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties discriminated against Complainants George and Peytyn Willborn by making unavailable a residential real-estate-related transaction because of their race, African-American, in violation of 42 U.S.C. §3605.

50. By taking the subject property off the market and conveying the Sabbias' refusal to sell, Respondents Lowe, The Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties discriminated against Complainant Cornelious by making unavailable a residential real-estate-related transaction to her

African-American clients, the Willborns, because of their race in violation of 42 U.S.C. §3605.

51. By refusing to sell to Complainants George and Peytyn Willborn after they made a bona fide offer and by taking the subject property off the market, Respondents Daniel and Adrienne Sabbia interfered with the Willborns in the exercise or enjoyment of a right granted or protected by the Act in violation of 42 U.S.C. §3617.

52. By refusing to sell to Complainants George and Peytyn Willborn after they made a bona fide offer and by taking the subject property off the market, Respondents Daniel and Adrienne Sabbia interfered with Complainant Cornelious because she aided or encouraged the Willborns in the exercise or enjoyment of their fair housing rights, in violation of 42 U.S.C. §3617.

53. By conveying the Sabbias' refusal to sell after the Willborn Complainants made a bona fide offer and by taking the subject property off the market, Respondents Lowe, The Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties interfered with Complainants George and Peytyn Willborn in the exercise or enjoyment of a right granted or protected by the Act in violation of 42 U.S.C. §3617.

54. By conveying the Sabbias' refusal to sell after the Willborns made a bona fide offer and by taking the subject property off the market, Respondents Lowe, The Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties interfered with Complainant Cornelious because she aided or encouraged the Willborns in the exercise or enjoyment of their fair housing rights, in violation of 42 U.S.C. §3617.

55. As a result of Respondents' discriminatory conduct, Complainants George and Peytyn Willborn have suffered damages, including economic loss, emotional distress, inconvenience, and a lost housing opportunity.

56. Complainants George and Peytyn Willborn have suffered emotional distress due to Respondents' discriminatory acts. Complainant George Willborn believes that this experience has changed who he is and his "core belief system." He indicated that after this incident he now finds himself less trustworthy of others and their actions. He asserts it has been difficult on his family. The discriminatory conduct has angered him and hurt his family. He feels Respondents have denied him the American dream he worked so hard to attain. They are surprised that something like this could happen in the year 2010.

57. As a result of Respondents' discriminatory conduct, Complainants' children have suffered damages, including a lost housing opportunity and emotional distress. The children were disappointed at the loss of certain features of the house, and the felt fear because of how they might be treated because of race. The Willborns' daughter felt

hurt and angry and now worries that if this happened to her parents that it may happen to her one day in her own search for housing as an adult.

58. As a result of Respondents' discriminatory conduct, Complainant Cornelious suffered damages, including economic loss, emotional distress, and inconvenience.

59. Complainant Cornelious suffered economic loss due to Respondents' discriminatory acts by denying her the commission from the sale of the subject property. She also wasted valuable business and personal time in her showing, negotiations and pursuit of a signed sales contract for the subject property. Complainant Cornelious was also disillusioned by the lack of ethics exhibited by Respondents.

60. Complainant Cornelious suffered emotional distress because of the discriminatory acts. Complainant was offended as an African-American person, as a professional in the real estate business, and as a friend of the Willborns.

III. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of the General Counsel, and pursuant to Section 42 U.S.C. §3610(g)(2)(A) of the Act, hereby charges Respondents Adrienne and Daniel Sabbia, Jeffrey Lowe, the Jeff Lowe Group Chicago, Inc., and Midwest Realty Ventures, LLC d/b/a Prudential Rubloff Properties with engaging in discriminatory housing practices in violation of 42 U.S.C. §3604(a), §3605, and §3617 of the Act, and prays that an order be issued that:

1. Declares that the discriminatory housing practices of Respondents, as set forth above, violate the Fair Housing Act, as amended, 42 U.S.C. §3601, *et seq.*;

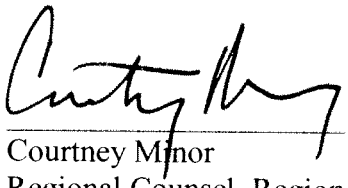
2. Enjoins Respondents, their agents, employees, successors, and all other persons in active concert or participation with them from discriminating on the basis of race against any person in any aspect of the purchase or rental of a dwelling;

3. Awards such damages as will fully compensate Complainants and the Willborns' children, aggrieved persons, for their actual damages caused by Respondents' discriminatory conduct pursuant to 42 U.S.C. §§3604(a), §3605, and §3617; and

4. Awards a civil penalty against each Respondent for each violation of the Act committed pursuant to 42 U.S.C. §3612(g)(3).

The Secretary of HUD further prays for additional relief as may be appropriate under 42 U.S.C. §3612(g)(3).

Respectfully submitted,



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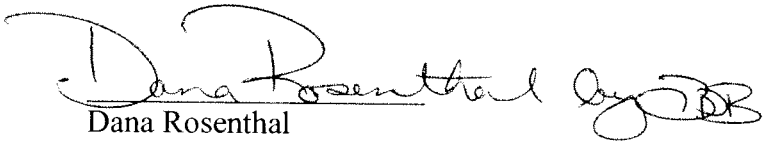

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