

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

DOROTHY GAUTREAUX, et al.)	
)	
Plaintiffs,)	
)	No. 66 C 1459
v.)	
)	Hon. Marvin E. Aspen
CHICAGO HOUSING AUTHORITY, et al.,)	
)	
Defendants.)	

**JOINT MOTION FOR APPROVAL OF AMENDMENT TO
SETTLEMENT AGREEMENT**

Plaintiffs, by their attorneys, and defendant Chicago Housing Authority (CHA), jointly move for an Order granting approval of a proposed Amendment to the Settlement Agreement. The proposed terms are memorialized in an executed Amendment to Settlement Agreement, attached hereto as Exhibit 1. In support of this Motion, the Plaintiffs and the CHA state as follows:

1. The original complaint in this lawsuit, filed in 1966, alleged that the policies of the Chicago Housing Authority with respect to the selection of sites for public housing and for the assignment of tenants were racially discriminatory. In 1969, the District Court entered a Judgment Order in this matter, and, after years of litigation, in 2018, the parties agreed that, in view of the substantial changes in circumstances that had occurred since the Court entered the 1969 Judgment Order, the Judgment Order should be vacated and replaced by a proposed Settlement Agreement.

2. Following a fairness hearing on January 17, 2019, and the Court's approval, a Settlement Agreement in this matter became effective on January 23, 2019. [Dkt. 824, Order of Final Approval of Settlement Agreement]

3. Pursuant to the Court's Order approving the Settlement Agreement, this Court retained jurisdiction over the Settlement Agreement. [Dkt. 824, ¶5; Dkt. 824-1, Settlement Agreement at §IX]

4. The Settlement Agreement provides that, among other things: (1) the CHA will complete a Development Plan that is attached as Exhibit A to the Settlement Agreement; (2) the CHA will limit its development of non-elderly units unless, subject to certain exceptions, those units are in a General or Opportunity Area, as those terms are defined in the Settlement Agreement; (3) the CHA will consider reasonable changes to the way in which CHA administers its Housing Choice Voucher program; (4) the CHA will coordinate efforts to implement early learning program initiatives for CHA residents, in conjunction with appropriate community partners; and (5) the CHA will implement the Court Order authorizing CHA's site-based wait list program. [Dkt. 824-1 at §§ II, III, V, VI, IV]

5. Since the effective date of the Settlement Agreement, the parties have worked to implement the terms of the Settlement Agreement. The parties have also mutually come to various issue-specific agreements, including some to allow development to proceed where it might differ in relatively small ways from the specifics in the Development Plan.

6. The parties have been able to implement significant portions of the Settlement Agreement together and agree that CHA has satisfied the terms of the Settlement Agreement found in Sections III-VI and VIII of the Agreement.

7. Subject to certain conditions and exceptions, the Settlement Agreement, by its terms, remains in effect until July 31, 2024. [Dkt. 824-1 at §X(B)]

8. One provision for extension of the Settlement Agreement is found in Section X(B)(1) and provides that:

“... if the Defendant has not completed by July 31, 2024 its obligations to develop plans or enter into binding legal agreements required by the Development Plan with respect to any particular development, the parties shall agree to an extension of such date or dates with respect solely to that development and, in the absence of such agreement, the Court shall set such extended date or dates. The termination date of July 31, 2024 will then be extended, but only with respect to such development, to reflect the parties’ agreement or the Court’s order.” [Dkt. 824-1 at §X(B)(1)]

9. Certain of the Settlement Agreement’s requirements for CHA to develop plans and enter into binding legal agreements as set out in the Development Plan have not been completed as of the date of this Motion.

10. The parties have now come to an agreement to amend certain terms of the Settlement Agreement with respect to ongoing requirements at six developments: Altgeld Gardens, Lakefront Properties, Madden/ Wells, Rockwell Gardens, Stateway Gardens, and Robert Taylor Homes. Pursuant to the proposed Amendment to the Settlement Agreement, at each of the six sites, certain terms of the Settlement Agreement will remain in place for an additional either one or three years, or less time if the parties agree that CHA has completed the requirements sooner. See Ex. 1 hereto, Amendment to Settlement Agreement, at §I(A-F).

11. The Amendment also specifies certain additional terms of the Settlement Agreement that are also made applicable to the six developments covered by the Amendment. See Ex. 1 hereto, Amendment to Settlement Agreement, at §II.

12. The Amendment provides that the Court will retain jurisdiction to enforce the provisions of the Settlement Agreement applicable to the Amendment, pursuant to Section X(B)

of the Settlement Agreement and the January 23, 2019 Order of the Court. [Dkt. 824, ¶5; Dkt. 824-1, Settlement Agreement at §IX]. See also Ex. 1 hereto, Amendment to Settlement Agreement, at §II(D).

WHEREFORE, the parties respectfully request that this Court enter an Order approving the Amendment to the Settlement Agreement attached hereto as Exhibit 1 and retaining jurisdiction to enforce portions of the Settlement Agreement, as amended, excluding Sections III-VI and VIII of the Agreement.

Dated: July 30, 2024

Respectfully submitted,

/s/ Cara Hendrickson

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CERTIFICATE OF SERVICE

I, Cara Hendrickson, an attorney, hereby certify that on July 30, 2024, I caused a copy of the foregoing to be filed using the Court's CM/ECF system and served upon all counsel who have filed appearances in the above-captioned matter.

Respectfully submitted,

/s/ Cara Hendrickson

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