

ILLINOIS DEPARTMENT OF HUMAN RIGHTS HUMAN RIGHTS

South Suburban Housing Center, an Illinois)
Not-for-Profit corporation,)

Complainants,

V.)

Twin Oaks West Apartments, 105 Management LLC, 105 Twin Oaks Drive LLC, Tom Doe, Kathleen Doe, and Pam Doe

Respondents.

Charge Nos. 2024CH1989
2025CH0013

SETTLEMENT AGREEMENT

IDHR Charge Nos.: 2024CH1989 and 2025CH0013
HUD Case No.: 05-24-0181-8

A. PARTIES AND SUBJECT PROPERTY

Complainants

South Suburban Housing Center
18220 Harwood Ave., Suite 1
Homewood, IL 60430

Respondents

**Twin Oaks West Apartments,
105 Management LLC,
105 Twin Oaks Dr. LLC
2364 Essington Rd #140
Joliet, IL 60435**

Subject Property

Twin Oaks West Apartments
105 Twin Oaks Drive
Joliet, IL 60431

B. STATEMENT OF FACTS

A. The Disability Discrimination Complaint 2024CH1989/05-24-0181-8

Complainant South Suburban Housing Center (hereinafter referred to as "South Suburban" or "SSHC") conducted an investigation of Respondents with regard to their practices and procedures with regard to disabled tenants and prospective tenants who require emotional support animals ("ESA") in order to fully enjoy their dwellings. In June of 2023, SSHC testers contacted Respondents, inquired about available apartments and informed Respondents' agents that he or she required the use of an emotional support animal. SSHC's testers were told there was a long, tedious application process and were given a 15-page application form. SSHC's complaint alleged that the Respondent's ESA application process was designed to discourage persons with disabilities from applying for occupancy at Twin Oaks West.

SSHC's Complaint alleged that among the unreasonable and illegal provisions, the application required the applicant to provide Respondent with:

- a. A prescription from a Doctor
- b. A photo of the animal
- c. The animal's medical records
- d. Proof of an emotional support harness
- e. Proof of an Emotional Support Training Certificate
- f. A signed "Emotional Support Agreement" agreeing to pay extravagant damages unrelated to any actual replacement or repair costs to Respondent in the event the ESA causes any damages to the apartment.
- g. Proof of an animal container in the apartment
- h. Proof that the animal is a "trained and mature cat or dog."
- i. Completion of a Reasonable Accommodation request form that must be completed, signed and notarized by a licensed notary.
- j. A Certification from a health care professional of the need for a Reasonable Accommodation
- k. A Certification from a Veterinarian who must be licensed to practice in California that the animal has had all of its vaccinations and is of good temperament.
- l. The signing of an Emotional Support Animal Lease Addendum that, among other items, informs the applicant that "Your animal's presence may negatively impact other's opinions of and interactions with you."

B. The Source of Income Complaint 2025CH0013

SSHC has filed a Source of Income complaint against Respondents alleging that Respondents were discriminating against prospective tenant applicants on the basis of their source of income. In April of 2023, SSHC caused multiple testers to contact Respondents and inquire about available apartments at Twin Oaks West Apartments. SSHC's complaint alleges that its testers were told that they did not have approved units for voucher payments or that they do not accept people who receive disability payments.

SSHC alleged that its mission has been frustrated by the Respondents' discriminatory practices in its efforts to assure equal access to housing through education, referral, counseling, investigation, and other enforcement activities. Further, the SSHC has diverted scarce resources from other duties and activities carried out in support of its mission to the identification and investigation of the Respondents' discriminatory actions.

Complainant further alleged that Respondents demonstrated a pattern of discouraging reasonable accommodation requests for assistance animals, and further discriminated against individuals on the basis of their source of income in violations under the Fair Housing Act as amended by the Fair Housing Act of 1988 and Section 3-102 of the Illinois Human Rights Act

The Respondent has denied the above allegations and denies that its policies and procedures violate the Illinois Human Rights Act or the Fair Housing Amendments Act. The parties wish to fairly and finally resolve all matters in controversy by and between them related to the pending complaint of discrimination.

C. TERM OF AGREEMENT

1. This Settlement Agreement (hereinafter "Agreement") shall govern the conduct of the Parties to it for a period of two (2) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The Parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Illinois Department of Human Rights.
3. This Agreement shall become effective on the date on which it is approved by the IDHR.

E. GENERAL PROVISIONS

4. The Parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The Parties affirm that they have read and fully understand the terms set forth herein.
5. This Agreement, [REDACTED] is binding upon Respondents, their staff, heirs, successors and assigns and all others in active concert with it in representing and/or conducting

Respondents' businesses. This Agreement is also binding upon the SSHC, its successors and assigns and all others in active concert with it them.

6. The SSHC on its behalf and on behalf of itself, officers, directors and testers hereby forever waives, releases, and covenants not to sue or further complain about Respondents Twin Oaks West Apartments, 105 Management LLC and 105 Management - 105 Twin Oaks Drive LLC, employees Tom Doe, Kathleen Doe and Pam Doe, their respective officers, directors, members, managers, affiliates, successors, heirs, executors, assigns, agents, contractors, subcontractors, employees, insurers, and attorneys, (collectively, the "Released Parties") with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of IDHR Charge Numbers 2024CH1989, 2025CH0013 and HUD Case Number 05-24-0181-8, which could have been filed in any action or suit arising from said subject matter. To the extent that any of the Released Parties are not named as a party to the above captioned matters, said Released Parties are hereby deemed express third-party beneficiaries of this Agreement. Notwithstanding the foregoing,
7. This Agreement is intended to forever settle any and all claims relating to conduct occurring [REDACTED] that were brought or could have been brought by Complainant against Released Parties. [REDACTED]
8. Nothing in this Agreement or otherwise shall be deemed an admission of liability by any Party. Moreover, the Respondents have denied engaging in any wrongdoing in connection with the matters and transactions that are the subject of IDHR Charge Numbers 24CH1989, 25CH0013 and HUD Case Number 05-24-0181-8. This Agreement is made solely for the purposes of resolving issues and disputes that currently exist or might exist between or among the Parties and to reduce the costs of further litigation.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the IDHR Director.
10. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. In consideration of Respondents' compliance with the conditions and terms of this Agreement and with all orders of this tribunal described herein, and for other good and valuable consideration, Complainants, their successors, assigns, agents, employees, and attorneys hereby forever waive, release, and covenant not to initiate a proceeding, against the Released Parties with regard to any and all claims, damages, and injuries of whatever

nature whether presently known or unknown, arising out of the subject matter of IDHR Case Nos. 24CH1989, 25CH0013 and HUD Case Number 05-24-0181-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANTS AND IN THE PUBLIC INTEREST

Service Animals

12. Respondents, their partners, officers, employees, agents, successors and assigns and all other persons in active concert or participation with any of them, agrees that they will not engage in any conduct which discriminates on the basis of disability as prohibited by the Act, 42 U.S.C. § 3604 (f) with regard to the evaluation and approval of requests for reasonable accommodation related to Assistance Animals. Respondents agree that they will fully comply with FHEO-2020-01, January 28, 2020, entitled "HUD Guidance on Reasonable Accommodations under the Fair Housing Act relating to Assistance Animals."
<https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>
13. Within sixty (60) days after the approval of this Agreement, the Respondent shall modify its standards and procedures for receiving and handling requests made by people with disabilities seeking an emotional support animal or a service animal as a reasonable accommodation, as follows:
 - a. To determine whether an applicant for housing is seeking approval to occupy a unit of housing with a service animal, Respondent may first ask the applicant two questions to help them determine whether the animal is a service animal under the ADA and WLAD. #1. Is the animal a dog? #2. Is it readily apparent that the dog is trained to do work or perform tasks for the benefit or an individual with a disability. If the answer to both questions is yes, no further inquiries may be made of the applicant and the request for accommodation must be granted.
 - b. If the answer to question #2 is no, the Respondent may ask the applicant the following additional questions: (1) "Is the animal required because of a disability?" and (2) "What work or task has the animal been trained to perform?" The Respondent may not ask about the nature or extent of the person's disability, and may not ask for documentation. If the answer to question (1) is "yes" and work or a task is identified in response to question (2), the Respondent must grant the requested accommodation, if otherwise reasonable, because the animal qualifies as a service animal. If the answer to either question is "no" or "none," the animal does not qualify as a service animal but may be a support animal or other type of assistance animal that needs to be accommodated.

Support or Assistance Animals

- c. In determining whether an applicant for housing is entitled to occupy a unit of housing with a support or assistance animal, the Respondents may make the following inquiries of the applicant: #1. Is the individual requesting an accommodation to keep an animal in connection with a physical or mental impairment or disability? If the answer to question #1 is no, Respondent is not required to grant a reasonable accommodation.
- d. If the answer to question #1 is yes, the Respondents may use the following questions to help them assess whether to grant the requested accommodation:
 - a. Does the person have an observable disability or does the housing provider (or agent making the determination for the housing provider) already have information giving them reason to believe that the person has a disability? If the answer is yes, no further inquiries may be made regarding the individual's disability other than to determine if there is a connection between the person's disability and the animal. If the answer is no, Respondent may ask the following additional questions:
 - b. Has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability? Information about a disability may include determination of disability from a federal, state, or local government agency: 1) Receipt of disability benefits or services (Social Security Disability Income (SSDI)), Medicare or Supplemental Security Income (SSI) for a person under age 65, veterans' disability benefits, services from a vocational rehabilitation agency, or disability benefits or services from another federal, state, or local agency; 2) Eligibility for housing assistance or a housing voucher received because of disability; and 3) Information confirming disability from a health care professional – e.g., physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability and/or need for an animal when the provider has personal knowledge of the individual.
 - c. Has the person requesting the accommodation provided information which reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?
 - d. The individual requesting the accommodation may be requested to provide documentation from a health care professional related to the following:
 - i. Whether the patient has a physical or mental impairment: 1) Whether the patient's impairment(s) substantially limits at least one major life activity or major bodily function; and 2) Whether the patient needs the animal(s) (because it does work, provides assistance, or performs at

least one task that benefits the patient because of his or her disability, or because it provides therapeutic emotional support to alleviate a symptom or effect of the disability of the patient/client, and not merely as a pet).

- e. Additionally, if the animal is not a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, the applicant may be required to provide documentation from a health care professional with regard to the following additional information: 1) The date of the last consultation with the patient; 2) Any unique circumstances justifying the patient's need for the particular animal (if already owned or identified by the individual) or particular type of animal(s); and 3) Whether the health care professional has reliable information about this specific animal or whether they specifically recommended this type of animal.
- f. The Respondents may not require a health care professional to use a specific form, to provide notarized statements, to make statements under penalty of perjury, or to provide an individual's diagnosis or other detailed information about a person's physical or mental impairments or require a certification that the health care professional will testify under oath in any proceedings.
- g. Once the Respondents grant an applicant a reasonable accommodation allowing occupancy of a service animal or assistance or support animal, Respondents may not require annual or periodic recertification of the need for such an animal in the absence of specific information that the applicant's need for such an accommodation has substantially changed.
- h. The Respondents need not accommodate an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. Respondent may, therefore, refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal (e.g., keeping the animal in a secure enclosure.) However, the Respondents may not limit the breed or size of a dog used as a service animal or support animal just because of the size or breed but can limit based on specific issues with the animal's conduct because it poses a direct threat or a fundamental alteration.
- i. The Respondents may not charge a deposit, fee or surcharge for an assistance animal. Respondent may, however, charge for damage an assistant animal causes beyond reasonable wear and tear.

Procedures for Making Reasonable Accommodation Decisions

- j. Respondents shall respond to all requests for approval of a service animal or support or assistance animal in writing and promptly upon submission of any such request.
- k. Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the Respondents must engage in a good-faith dialogue with the requestor called the "interactive process. The Respondents may not insist on specific types of evidence if the information which is provided or actually known to the housing provider meets the requirements of this guidance (except as provided above).
- l. If a reasonable accommodation request, provided under the framework of this Agreement, is denied because it would impose a fundamental alteration to the nature of the provider's operations or impose an undue financial and administrative burden, the Respondents must engage in the interactive process to discuss whether an alternative accommodation may be effective in meeting the individual's disability-related needs

Unreasonable Restrictions Related to the Presence of a Service, Support or Assistance Animal

- m. Respondents shall not impose unreasonable restrictions related to the presence of a service, support or assistance animal. By way of example, and not limitation:
 - i. Respondents may not restrict service, support or assistance animal access to common areas;
 - ii. Respondents may not impose cleaning, grooming or noise regulations not generally applicable to other occupants.
- 14. Within 60 days of entry of this Agreement, Respondents shall notify all current residents of Twin Oaks West Apartments, as well any current and future applicants, of
 - n. the modified standards and procedures for receiving and handling requests made by people with disabilities seeking emotional support animal or a service animal as a reasonable accommodation and shall distribute or make available to them the joint statement of HUD and the Department of Justice ("DOJ") pertaining to requests for reasonable accommodations under the federal Fair Housing Act ("FHA")

Source of Income

- 15. Respondents, their partners, officers, employees, agents, successors and assigns and all other persons in active concert or participation with any of them, agree that they will not

engage in any conduct which discriminates on the basis of a tenant or applicant's lawful source of income, including but not limited to their status as a Housing Choice Voucher holder. This Agreement does not prevent the Respondent from using legitimate eligibility criteria unrelated to the applicant's source of income. For example, Respondent may consider an applicant's credit rating, but it may not set outside income criteria related in any way to the amount of the applicant's voucher (as opposed to the amount of non-voucher rent the applicant must pay).

16. During the term of this Agreement, all notices, listings or advertisements for available apartment units at Twin Oaks West Apartments shall contain the Fair Housing Logo and the words "**Housing Choice Vouchers (Section 8) Accepted.**"

G. PAYMENT TO SOUTH SUBURBAN HOUSING CENTER

17. Within 30 days of entry of this Agreement, Respondents shall pay to Complainant and its Attorney, in full and final compensation for all damage claims and all claims for attorneys' fees and costs related to IDHR Charge Numbers 2024CH1989 and 25CH0013 and HUD Case Number 05-24-0181-8 and this Agreement, the aggregate amount of **THIRTY THOUSAND DOLLARS (\$30,000.00).**

H. MONITORING

18. The Complainant South Suburban Housing Center may review compliance with the terms of this Agreement. As part of a compliance review, the Complainant may make a reasonable request for an inspection of all records maintained by Respondent concerning the revised policies and procedures related to requests for a service, support or assistance animal as well as all requests for accommodation and responses to those requests made under this Agreement. Respondents agree to cooperate with any monitoring review undertaken by the Complainant to ensure compliance with this Agreement to the extent possible. In monitoring compliance with the Agreement, the Complainant agrees to be bound by the same confidentiality requirements as the Respondents with regard to any confidential information submitted by an individual requesting an accommodation. No confidential information shall be communicated to any third-party without written authorization from the applicant or unless otherwise required by court order.

I. TRAINING

19. Fair housing training for key property management and leasing staff, including Tom Doe, Pam Doe and Kathleen Doe named in the charge, will be conducted [REDACTED]
[REDACTED] This training will be three hours in length and include:
 - a. training on federal, state, and local fair housing laws;
 - b. in-depth information on reasonable accommodation/modifications;

- c. comprehensive review of IDHR's Source of Income Frequently Asked Questions guidance: <https://dhr.illinois.gov/filing-a-charge/faq-sourceincome.html> ;
- d. facilitated case study discussion in small groups;
- e. current fair housing trends and cases; and
- f. time for questions and discussion.

J. TESTING

- 20. The SSHC will conduct up to (2) two fair housing test parts annually once each year over a two-year period on disability-related and source of income issues. Testing will not be used in the filing of discrimination cases and the test analysis will be the sole use of Respondents. Completed tests will be submitted to The Respondents for internal use.

K. GOOD FAITH RESOLUTION OF DIFFERENCES

- 22. The Parties shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to bringing such matters to the IDHR or HUD for resolution. However, in the event of a failure by the Parties to perform, in a timely manner, any act required by this Agreement or otherwise for its failure to act in conformance with any provision thereof, any Party may take legal action against the other to enforce the provisions of this Agreement and/or request any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, or enjoining a Party from performing acts prohibited by this Agreement, and an award of any damages, costs, and reasonable attorney's fees which may have been occasioned by the violation or failure to perform.

L. TIME FOR PERFORMANCE

- 23. Any time limits for performance imposed by this Agreement may be extended by the mutual written agreement of the Parties without the need for the Parties to seek an order from the IDHR or HUD.

M. NOTICES TO PARTIES

- 24. To the extent notice is to be provided to Complainant or Respondents under the terms of this Agreement, each notice shall be in writing and sent by depositing it with a nationally

recognized overnight courier service which obtains receipts (such as Federal Express or UPS Next Day), addressed to the appropriate Party (and marked to a particular individual's attention, if so indicated) as hereinafter provided. Notice to Complainant shall also be sent via e-mail to Complainant's attorney. Notice to Respondents shall also be sent via e-mail to each Respondents' attorney. Each notice shall be effective upon being so deposited with the courier service and the time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of deposit with the courier service, as evidenced by the courier service's receipt. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be the receipt of the notice sent. Any Party shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving to the other Party at least ten (10) days prior notice thereof.

25. The Parties' addresses for providing notices hereunder shall be as follows:

- i. If to the Complainant, by first-class mail addressed to:

John R. Petruszak, Executive Director
South Suburban Housing Center
18220 Harwood Ave
Homewood, IL 60430

- ii. by e-mail to the undersigned attorneys representing the Complainant:

Jeffrey L. Taren
JeffreyT@shishidotaren.com

- iii. If to Respondents, by first-class mail addressed to:

Twin Oaks West Apartments
2364 Essington Rd #140
Joliet, IL 60435

- iv. by e-mail to the undersigned attorneys representing Respondents:

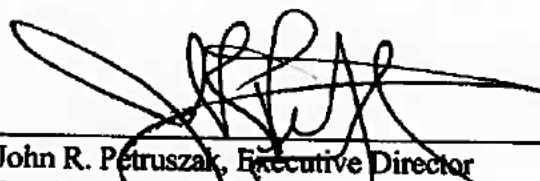
Gary S. Mueller
gmueller@muellerlawson.com

N. **MISCELLANEOUS TERMS**

26. This Agreement is for settlement purposes only and does not constitute an admission by Respondents of any of Complainant's allegations in the Charge or any other pleading or document filed in the Litigation. The Respondents are settling this matter solely to avoid the cost of protracted litigation.
27. Except as otherwise specifically provided for herein, SSHC shall bear its own costs and attorneys' fees arising out of or relating to these above captioned matters and the negotiation and performance of the Agreement.
28. Complainant and Respondents understand and agree that this Agreement contains the entire agreement between them, and that statements, representations, promises, agreements, or negotiation, oral or otherwise, between the Parties or their counsel not included herein shall be of no force or effect.
29. Each person executing this Agreement on each Party's behalf represents and warrants that he or she has the authority to sign on behalf of the respective Party for which he or she is signing and to bind each such Party to the terms of this Agreement.

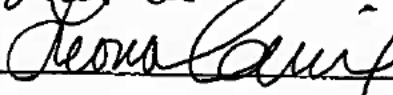
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O. SIGNATURES




John R. Petruszak, Executive Director
South Suburban Housing Center
as authorized signatory of Complainant

Dated: 10/23/24

105 management LLC
105 Twin Oaks Dr LLC
2364 Essington Rd #140
Joliet IL 60435


Dated: 11/4/24

as authorized signatory of Respondents

P. 



Dated: _____



Final Agreed Settlement Agreement - Twin Oaks.pdf

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