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2013

Plaintiff's Amended Complaint, Gursel v. Chicago  
Housing Authority et al, Docket No.  
1:12-cv-04398 (Northern District of Illinois Jun  
06, 2012)

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John Marshall Law School Fair Housing Legal Clinic

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

AKIM GURSEL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.12-cv-04398
	)	
	)	<b>Honorable Thomas M. Durkin</b>
CHICAGO HOUSING AUTHORITY and	)	
THE HABITAT COMPANY OF	)	<b>Jury Demand</b>
ILLINOIS, LLC,	)	
	)	
Defendants.	)	

**PLAINTIFF’S AMENDED COMPLAINT**

Plaintiff, AKIM GURSEL, individually, by and through his attorneys of The John Marshall Law School Fair Housing Legal Clinic, complain as follows against Defendants, CHICAGO HOUSING AUTHORITY (“CHA”) and THE HABITAT COMPANY OF ILLINOIS, LLC. (“Habitat”), in support of his amended complaint Plaintiff states as follows:

**JURISDICTION AND VENUE**

1. Plaintiff, Akim Gursel, individually brings these claims for unlawful discrimination under 42 U.S.C. §3601, *et seq.*, (the “Fair Housing Act”), 29 U.S.C. §701, *et seq.*, (the “Rehabilitation Act”), 24 C.F.R. §8 and §901, *et seq.*, (the “HUD Regulations”), the Chicago Housing Authority Regulations, and Illinois common law.
2. Federal jurisdiction is conferred in this court pursuant to 28 U.S.C. §1331, 28 U.S.C. §1367, and 42 U.S.C. §3613.
3. Venue is proper in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. §1391 because the events on which the claim is based occurred in the Northern District of Illinois and the Defendants reside in and conduct business in the Northern District of Illinois.

**PARTIES**

4. Mr. Gursel is an African American physically disabled senior citizen who resides in a one bedroom apartment at Flannery Apartments, a CHA senior housing property located at 1507 North Clybourn, Unit 101, Chicago, IL 60610. He has lived there since 1998.

5. Defendant Chicago Housing Authority is a public housing authority that owns Flannery Apartments located at 1507 North Clybourn, Chicago, IL 60610, a senior housing property where Mr. Gursel currently resides.

6. Defendant The Habitat Company of Illinois, LLC, managed and continues to manage Flannery Apartments for CHA, where Mr. Gursel's currently resides.

7. Defendant CHA and Defendant Habitat are collectively referred to as "Defendants."

**FACTUAL ALLEGATIONS**

8. Mr. Gursel is a senior citizen who became physically disabled after suffering strokes that resulted in paralysis of his right arm and his right leg.

9. Since 1996, Mr. Gursel employs a wheel chair because he cannot walk more than a few steps.

10. Mr. Gursel suffers from high blood pressure and congestive heart failure and has experienced heart attacks.

11. Mr. Gursel takes several medications for his serious medical conditions.

12. In the winter of 2011, it became apparent to Mr. Gursel and his treating physician Dr. Nadim Y. Khoury, M.D., that Mr. Gursel needs twenty-four hour assistance and care in his home and with daily activities as a result of his serious medical problems and permanent disabilities.

13. Due to his need for twenty-four hour care and assistance, Mr. Gursel sought a live-in aide and caretaker to reside with him in his home.

14. Dr. Khoury wrote a reasonable accommodations certification letter regarding Mr. Gursel dated February 24, 2011 stating that “the stroke has left him fairly incapacitated and that he requires a wheelchair to move around,” and that Mr. Gursel “needs help with all his daily living.”

15. Dr. Khoury’s office faxed his certification letter to Defendant Habitat’s property management office at Flannery Apartments.

16. In addition to the fax, Mr. Gursel personally delivered Dr. Khoury’s reasonable accommodations certification letter to Ms. Bolar on or soon after February 25, 2011.

17. Flannery Apartments does not have two bedroom apartments.

18. At all times relevant hereto, Cynthia Bolar served and continues to serve as Habitat’s on-site property manager. As part of her duties, Ms. Bolar receives and processes residents’ reasonable accommodation requests and is in charge of communicating the requests to CHA pursuant to CHA’s Reasonable Accommodation Policies and Procedures.

19. On or about June and July 2011, Mr. Gursel and Defendant Habitat’s property manager, Ms. Bolar, signed a reasonable accommodations determination notice form whereby it describes that Mr. Gursel requested an accommodation for a two bedroom unit for him and a live-in aide.

20. Following this date, Mr. Gursel continued to contact the management of Flannery Apartments to renew and check on the status of his reasonable accommodations request.

21. Following this date, Mr. Gursel also continued to notify the management of Flannery Apartments of building locations where he heard two bedroom apartments might be available.

22. Following this date, Mr. Gursel also continued to notify the management of Flannery Apartments the he wanted an apartment on the north side of Chicago and checked on the

availability of a two bedroom apartment on the north side of Chicago because of its proximity to his doctors and physical therapists.

23. In April 2012, Dr. Khoury completed Defendant CHA's certification paperwork for a live-in aide for Mr. Gursel.

24. In the certification, Dr. Khoury stated that Mr. Gursel needs on-going twenty four hour help with daily activities such as bathing, dressing, cooking, with administration of medication, doctor appointments and shopping.

25. On or about September 2012, Mr. Gursel fell and injured himself in his apartment when his part-time caretaker was not in his apartment to assist him.

26. On or about October 2012, Mr. Gursel was hospitalized after he failed to correctly administer his medication.

27. For the first time, in November 2012, Defendant CHA requested that Mr. Gursel's then caretaker, Rueben Johnson, complete Defendant CHA's authorization and consent release form to verify that he is eligible to live in public housing with Mr. Gursel.

28. Mr. Gursel, a formerly licensed attorney, has assisted Flannery Apartment tenants with their wrongful eviction proceedings in state court against Defendant Habitat. Such cases dealt with terminating the tenant's lease, seeking to evict him, and take his personal belongings.

29. In June 2013, Mr. Gursel again through counsel requested a reasonable accommodation that the two-bedroom apartment should be on the north side of Chicago close to his doctors, physical therapists without concern for his safety.

30. As of this date, Defendants have failed to provide Mr. Gursel with a suitable reasonable accommodation for a two bedroom apartment to reside in with a live-in aide and caretaker.

31. Mr. Gursel has sustained injuries and suffered an increased deterioration of his health both of which he continues to experience as a result of the delay in being provided a two-bedroom unit to reside in with a live-in for twenty-four hour care and assistance.

**COUNTS**

**COUNT I: Violation of the Fair Housing Act**  
**42 U.S.C. §3604(f)(3)(B)**

32. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

33. Mr. Gursel is a “handicap” individual and a member of a protected class under the Fair Housing Act pursuant to 42 U.S.C. §3602(h).

34. The Fair Housing Act provides that “discrimination includes...a refusal to make reasonable accommodations in rules, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling...” 42 U.S.C. §3604(f)(3)(B).

35. In February 2011, Mr. Gursel first requested that the Defendants provide him with a reasonable accommodation for a two-bedroom unit in order to allow his live-in aide to reside with him full time.

36. Mr. Gursel’s requested accommodation is necessary and reasonable within the meaning of 42 U.S.C. §3604(f)(3)(B).

37. Defendants violated 42 U.S.C. §3604(f)(3)(B) by failing to provide Mr. Gursel with a reasonable accommodation for a two-bedroom apartment and denying Mr. Gursel an equal opportunity to enjoy a dwelling with a necessary 24-hour live-in aide.

38. Defendants violated 42 U.S.C. §3604(f)(3)(B) by refusing to engage in the mandated interactive process and discuss with Mr. Gursel what alternatives would effectively address his needs as a disabled individual and provide Mr. Gursel's reasonable accommodation.

39. As a direct and proximate result of Defendants' wrongful refusal to grant Mr. Gursel's reasonable accommodation, Mr. Gursel has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law.

40. Further, as a direct and proximate result of Defendants' wrongful actions as described in Paragraphs 1 through 31 of this Complaint, Mr. Gursel has sustained substantial economic and non-economic damages.

41. As a result of Defendants discriminatory practices, Mr. Gursel is entitled to compensatory damages, reasonable attorney fees and costs.

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiff and against Defendants as follows:

- a. Find that Defendants denied Plaintiff's reasonable accommodation request and unlawfully discriminated against Plaintiff in violation of the Fair Housing Act, 42 U.S.C. §3604;
- b. Order Defendants to immediately provide the necessary accommodations to the Plaintiff that meet his needs, or alternately grant Plaintiff an area exception rent standard voucher to find a unit that suits his needs as an individual with disabilities;
- c. Award Plaintiff such damages as would fully compensate him for his injuries caused by Defendants' discriminatory housing practices in violation of the Fair Housing Act, 42 U.S.C. §3604;

- d. Award Plaintiff punitive damages for Defendants' discriminatory housing practices in violation of the Fair Housing Act, 42 U.S.C. §3604; and
- e. Award Plaintiff costs, expenses and reasonable attorney fees and such other relief as deemed just and proper under the circumstances.

**COUNT II: Violation of Section 504 of the 1973 Rehabilitation Act, 29 U.S.C. §794**

42. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

43. Upon information and belief, Defendants receive federal financial assistance funds and are obligated to conduct and administer business in a manner that conforms with the Fair Housing Act and "affirmatively further[s] fair housing" pursuant to 29 U.S.C. §794.

44. Mr. Gursel is an "otherwise qualified individual with a disability" pursuant to 29 U.S.C. §794(a).

45. Defendants management of public housing in Chicago, including its regulations and administrative processes and/or decisions in connection therewith, is a "program or activity" of "department, agency...or other instrumentality of...local government" as defined in 29 U.S.C. §794(b)(1)(A).

46. Defendants' failure to provide Mr. Gursel with his reasonable accommodation request excludes Mr. Gursel from participating in government programs or activities based on his disability and constitutes disability discrimination under 29 U.S.C. §794(a).

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiff and against Defendants as follows:

- a. Find that Defendants denied Plaintiff's reasonable accommodation request and unlawfully discriminated against Plaintiff in violation of the Rehabilitation Act, 29 U.S.C. §794;
- b. Order Defendants to immediately provide the necessary accommodations to the Plaintiff that meet his needs, or alternately grant Plaintiff an area exception rent standard voucher to find a unit that suits his needs as an individual with disabilities;
- c. Award Plaintiff such damages as would fully compensate him for his injuries caused by Defendants' discriminatory housing practices in violation of the Rehabilitation Act, 29 U.S.C. §794; and
- d. Award Plaintiff costs, expenses and reasonable attorney fees and such other relief as deemed just and proper under the circumstances.

**COUNT III: Violation of the HUD regulations 24 C.F.R. §8.4(a) and (b)**

47. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

48. HUD regulation 24 C.F.R. §8.4(a) states "no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from the Department."

49. HUD regulation 24 C.F.R. §8.4(b)(1) states: A recipient, in providing any housing, aid, benefit, or service in a program or activity that receives Federal financial assistance from the Department may not, directly or through contractual, licensing, or other arrangements, solely on the basis of handicap: (i) Deny a qualified individual with handicaps

the opportunity to participate in, or benefit from, the housing, aid, benefit, or service... (iii)

Provide a qualified individual with handicaps with any housing, aid, benefit, or service that is not as effective in affording the individual an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others ...

(viii) Otherwise limit a qualified individual with handicaps in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by other qualified individuals receiving the housing, aid, benefit, or service.

50. Mr. Gursel qualifies as an individual with disabilities as defined by 42 U.S.C. §3604(h)(1) and 29 U.S.C. §794(a).

51. In refusing to grant Mr. Gursel's reasonable accommodation request and provide Mr. Gursel with a two bedroom apartment to reside in with a necessary live-in aide, the Defendants deny Mr. Gursel the benefits of Defendants' programs and discriminate against him due to his disability in violation of HUD regulation 24 C.F.R. §8.4(a) and (b).

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiff and against Defendants as follows:

- a. Find that Defendants denied Plaintiff's reasonable accommodation request and unlawfully discriminated against Plaintiff in violation of the HUD Regulations;
- b. Order Defendants to immediately provide the necessary accommodations to the Plaintiff that meet his needs, or alternately grant Plaintiff an area exception rent standard voucher to find a unit that suits his needs as an individual with disabilities;

- c. Award Plaintiff such damages as would fully compensate him for his injuries caused by Defendants' discriminatory housing practices in violation of the HUD Regulations; and
- d. Award Plaintiff costs, expenses and reasonable attorney fees and such other relief as deemed just and proper under the circumstances.

**COUNT IV: Violation of HUD regulations 24 C.F.R. §982.316 and §982.402(b)**

52. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

53. HUD regulation 24 C.F.R. §982.316(a) states “a family that consists of one or more...disabled persons may request that the [Public Housing Authority] (“PHA”) approve a live-in aide to reside in the unit and provide necessary supportive services for...a person with disabilities” and that “the PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.”

54. Pursuant to HUD regulation 24 C.F.R. §982.402(b)(1), the PHA considers family unit size under the PHA subsidy standards by assessing “the smallest number of bedrooms needed to house a family without overcrowding,” and HUD regulation 24 C.F.R. §982.402(b)(6) provides “any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled...) must be counted in determining the family unit size.”

55. Further, HUD regulation 24 C.F.R. §982.402(b)(7) requires a single person with a disability to be in a “zero or one-bedroom unit,” but provides for an exception if the “live-in aide resides with the family.”

56. HUD regulation 24 C.F.R. §982.2 provides that Section 982 applies to both the tenant based housing assistance programs of the United States Housing Assistance Act of 1937 being the Section 8 tenant-based certificate program and the Section 8 voucher program.

57. HUD PIH Notice 2010-26 states that “it is unlawful to fail to provide a reasonable accommodation which denies such a family the opportunity to apply for and obtain a larger unit if the disability of the family member requires this type of accommodation.” *Non-Discrimination and Accessibility for Persons with Disabilities Notice PIH 2010-26*, July 26, 2010, page 25.

58. HUD PIH Notice 2010-26 provides that “a live-in aide should not be required to share a bedroom with another member of the household” based on 24 CFR §§ 966.4(d)(3) and 982.316, 982.402(b). *Id.* at 23.

59. Mr. Gursel needs the assistance of a live-in aide as requested by his doctor.

60. Mr. Gursel’s 24 hour live-in aide must reside with Mr. Gursel in the same residence.

61. Mr. Gursel’s live-in aide is not required to share a bedroom with another member of the household, namely Mr. Gursel, nor should the aide be required to sleep on a couch in the main living area of the apartment.

62. Defendants violated HUD regulation 24 C.F.R. §982.316(a) and made the program inaccessible and unusable to Mr. Gursel by failing to provide his reasonable accommodation request of a two-bedroom apartment, despite his status as a disabled person and his need for the supportive services a live-in aide can provide.

63. In refusing to accurately count Mr. Gursel’s live-in aide, Defendants failed to accurately determine family unit size and avoid overcrowding in accordance with 24 C.F.R. §982.402(b).

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiff and against Defendants as follows:

- a. Find that Defendants denied Plaintiff's reasonable accommodation request and unlawfully discriminated against Plaintiff in violation of the HUD Regulations;
- b. Order Defendants to immediately provide the necessary accommodations to the Plaintiff that meet his medical needs, or alternately grant Plaintiff an area exception rent standard voucher to find a unit that suits his needs as an individual with disabilities;
- c. Award Plaintiff such damages as would fully compensate him for his injuries caused by Defendants' discriminatory housing practices in violation of the HUD Regulations; and
- d. Award Plaintiff costs, expenses and reasonable attorney fees and such other relief as deemed just and proper under the circumstances.

**COUNT V: Violation of HUD regulation 24 C.F.R. §966.4(d)(3)**

64. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

65. Pursuant to HUD regulation 24 C.F.R. §966.4(d)(3)(ii), a tenant holds a right to use and occupy a dwelling with a live-in aide who is "determined to be essential to the care and wellbeing of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary supportive services."

66. Mr. Gursel requires the assistance of a live-in aide to provide him with supportive services required for his well-being.

67. Mr. Gursel, a disabled man, requires a live-in aide for his care and well-being and the live-in aide would not reside with Mr. Gursel except to provide Mr. Gursel essential supportive services pursuant to 24 C.F.R. §966.4(d)(3).

68. In refusing to grant Mr. Gursel's reasonable accommodation request and provide Mr. Gursel with a two bedroom apartment, the Defendants have denied Mr. Gursel his right to use and occupy a dwelling in accordance with 24 C.F.R. §966.4(d)(3).

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiff and against Defendants as follows:

- a. Find that Defendants denied Plaintiff's reasonable accommodation request and unlawfully discriminated against Plaintiff in violation of the HUD Regulations;
- b. Order Defendants to immediately provide the necessary accommodations to the Plaintiff that meet his needs, or alternately grant Plaintiff an area exception rent standard voucher to find a unit that suits his needs as an individual with disabilities;
- c. Award Plaintiff such damages as would fully compensate him for his injuries caused by Defendants' discriminatory housing practices in violation of the HUD Regulations; and
- d. Award Plaintiff costs, expenses and reasonable attorney fees and such other relief as deemed just and proper under the circumstances.

**COUNT VI: Violation of C.H.A.'s Occupancy Guidelines**

69. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

70. According to C.H.A.'s 2011 Admissions and Continued Occupancy Policy based on HUD's Occupancy Standards, "a head of a household (leaseholder) shall not be required to share a bedroom unless the head of household is married, in a consensual relationship or otherwise agrees to share a bedroom." *FY2011 Admissions and Continued Occupancy Policy*, page 18.

71. According to C.H.A.'s 2011 Admissions and Continued Occupancy Policy based on HUD's Occupancy Standards, "a live-in aide shall not be required to share a bedroom with the head of household." *Id.*

72. According to C.H.A.'s 2011 Admissions and Continued Occupancy Policy based on HUD's Occupancy Standards, "the CHA will supply a bedroom for the live-in aide, if necessary." *Id.* at 29.

73. In refusing to grant Mr. Gursel's reasonable accommodation request and provide Mr. Gursel with a two bedroom apartment, the Defendants have violated their occupancy guidelines and standards regarding live-in aides.

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiff and against Defendants as follows:

- a. Find that Defendants denied Plaintiff's reasonable accommodation request and unlawfully discriminated against Plaintiff in violation of C.H.A.'s Occupancy Guidelines; and
- b. Order Defendants to immediately provide the necessary accommodations to the Plaintiff that meet his medical needs, or alternately grant Plaintiff an area exception rent standard voucher to find a unit that suits his needs as an individual with disabilities.

**COUNT VII: Violation of C.H.A.'s Reasonable Accommodation Policy and Procedures**

74. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

75. CHA's policies and procedures require CHA and its agents to effectively communicate with residents with disabilities and promptly process and issue decisions regarding reasonable

accommodation requests within 30 days. *Reasonable Accommodation policy and Procedures at the Chicago Housing Authority*, Revised 11-2010, page 6, 8-10.

76. CHA's policies and procedures require that "requests for transfer due to reasonable accommodation are considered Mandatory Administrative transfers." *Reasonable Accommodation policy and Procedures at the Chicago Housing Authority*, Revised 11-2010, page 13.

77. CHA's policies and procedures require CHA to transfer Mr. Gursel to a two bedroom unit.

78. CHA reasonable accommodation policies have been violated by Defendants because Mr. Gursel's request has not been promptly processed within the 30-day requirement.

79. At the date of the filing of this complaint, Defendants have not cured their delinquency, provided Mr. Gursel with a reasonably acceptable two-bedroom apartment, and have constructively denied Mr. Gursel's reasonable accommodation request.

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiff and against Defendants as follows:

- a. Find that Defendants denied Plaintiff's reasonable accommodation request and unlawfully discriminated against Plaintiff in violation of C.H.A.'s Reasonable Accommodation Policy and Procedures; and
- b. Order Defendants to immediately provide the necessary accommodations to the Plaintiff that meet his medical needs, or alternately grant Plaintiff an area exception rent standard voucher to find a unit that suits his needs as an individual with disabilities.

**COUNT VIII: INJUNCTIVE RELIEF**

80. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

87. Mr. Gursel is in immediate danger of sustaining direct injuries including but not limited to physical harm for not having a twenty-four hour care and assistance from a live-in aide and from the full enjoyment of the premises as guaranteed by the Fair Housing Act, Section 504 of the Rehabilitation Act, unless the court enters an injunction on behalf of the Mr. Gursel to be placed in a two bedroom unit with his live-in-aid.

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiffs and against the defendants as follows;

- a. Temporary, Preliminary, and Permanent Injunctive relief prohibiting harassment, retaliation, and discrimination by Defendants;
- b. Temporary, Preliminary, and Permanent Injunction providing that Defendants negotiate in good faith to provide a reasonable accommodation for the needs of Mr. Gursel;
- c. Award Plaintiff such damages as would fully compensate him for his injuries caused by Defendants' discriminatory housing practices in violation of the Fair Housing Act, the Rehabilitation Act, and HUD Regulations; and
- d. Award Plaintiff costs, expenses and reasonable attorney fees and such other relief as deemed just and proper under the circumstances.

**COUNT IX: NEGLIGENCE**

88. Mr. Gursel restates and incorporates Paragraphs 1 through 31 of this Complaint as if those allegations were set forth herein.

89. Defendants owed a duty to act on Mr. Gursel request for the reasonable accommodation, to be move him to a two-bedroom apartment with his live-in-aid on the north side of Chicago.

90. As a result of Defendants' inaction and failure in providing Mr. Gursel a two-bedroom apartment to reside in with a live-in aide, Mr. Gursel had no assistance, he fell in his apartment and suffered injuries and damage;

91. As a result of Defendants inaction and failure in providing Mr. Gursel a two bedroom apartment with a live-in aide, Mr. Gursel was not able to properly administer his own medication and was hospitalized as a result.

92. Defendants' breach of the duty owed to Plaintiff was the proximate cause of Mr. Gursel's injuries and or damages suffered.

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiffs and against Defendants as follows:

- a. Order Defendants to immediately provide the necessary accommodations to the Plaintiff that meet his medical needs, or alternately grant Plaintiff an area exception rent standard voucher to find a unit that suits his needs as an individual with disabilities;
- b. Award Plaintiff such damages as would fully compensate him for his injuries caused by Defendants' negligence; and
- c. Award Plaintiff costs, expenses and reasonable attorney fees and such other relief as deemed just and proper under the circumstances.

**Respectfully submitted,**

Akim Gursel

*/s/ J. Damian Ortiz*

*/s/ Cristina Headley*

---

J. Damian Ortiz

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**CERTIFICATE OF SERVICE**

The undersigned hereby certify that on August 16, 2013, the foregoing **Plaintiff's Amended Complaint** was filed electronically with the Clerk of the U.S. District Court for the Northern District of Illinois using the CM/ECF system and that the same will be served upon the following counsel:

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*/s/ Cristina Headley*