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Complaint, Kristofek v. Richard Yanz, et al, Docket
No. 1:12-cv-08340 (Northern District of Illinois
Oct 17, 2012)

Alison Bethel
John Marshall Law School

John Marshall Law School Fair Housing Legal Clinic

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

MARKETA KRISTOFEK,)	
)	
Plaintiff,)	
)	
vs.)	Magistrate _____
)	
RICHARD YANZ, STANDARD BANK AND TRUST COMPANY, as Trustee for Trust Number 16089 dated 10/29/89, and JOE last name unknown,)	
)	JURY DEMAND
Defendants.)	

COMPLAINT

NOW COMES Plaintiff, MARKETA KRISTOFEK, by and through her attorneys, Lewis W. Powell, III, Allison K. Bethel and the Senior Law Students of The John Marshall Law School Fair Housing Legal Clinic, complain as follows against Defendants, RICHARD YANZ, STANDARD BANK AND TRUST COMPANY, as Trustee for Trust No. 16089, dated October 29, 1998, and JOE, last name unknown.

JURISDICTION AND VENUE

1. This claim is brought by Plaintiff, Marketa Kristofek (“Ms. Kristofek”) to enforce Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §3601, *et seq.* 1988 (the “Fair Housing Act”), the Illinois Human Rights Act, 775 ILCS §5/1 and the Illinois Common Law.

2. Federal jurisdiction is conferred on this Court under 28 U.S.C. §1331, 28 U.S.C. §1367, and 42 U.S.C. §3613.

3. Venue in this district is proper pursuant to 28 U.S.C. §1391 because the events on which the claim is based occurred in the Northern District of Illinois, the subject property is

located in the Northern District of Illinois, Ms. Kristofek resides in the Northern District of Illinois, and the Defendants reside in and did business in the Northern District of Illinois.

PARTIES

4. Ms. Marketa Kristofek (“Ms. Kristofek”) is an African American female, who resides in Cook County, Illinois. At all relevant times Ms. Kristofek was a resident of and domiciled in the City of Chicago, Illinois.

5. By virtue of a Deed in Trust dated November 12, 1998 and recorded with the Cook County Recorder of Deeds on February 11, 1999 as document number 99146160, legal title to the apartment building located at the address of 10718 South Church Street, Chicago, Illinois 60643 (“property”) is held by Standard Bank and Trust Company, as trustee for trust number 16089 under trust agreement dated October 29, 1998 (“Land Trust”).

6. Defendant, Richard Yanz (“Defendant Yanz”), is a Caucasian male and on information and belief the owner and landlord of the apartment building located at 10718 South Church Street, Chicago, Illinois 60643. (“property”). At all relevant times, Defendant Yanz was a resident of and domiciled in the City of Chicago, Illinois. Defendant, Joe last name unknown (“Defendant Joe”) is a Caucasian male and the employee janitor for the property.

GENERAL FACTUAL ALLEGATIONS

7. Ms. Kristofek and her son, Marcus Kristofek, moved into the Apartment in October 2009.

8. One year later, in October 31, 2010, Ms. Kristofek’s son died suddenly.

9. The property is a dwelling within the meaning of 42 U.S.C. §3602(b).

10. Beginning in or about October 2010 and continuing in or about September 2011, Defendants subjected Ms. Kristofek to discrimination on the basis of sex, including, severe, pervasive, and unwelcome sexual harassment.

11. Ms. Kristofek and Defendants have only had a landlord-tenant relationship.

12. Defendants' discriminatory conduct included, but were not limited to, unwanted sexual advances; unwanted sexual touching; unannounced and unwelcomed entrance into Ms. Kristofek's apartment, unit 1E; and threatening eviction proceedings after Ms. Kristofek's refusal of and objections to Defendant's sexual advances.

13. In early October 2010, before the death of Ms. Kristofek's son, Ms. Kristofek became aware that Defendant Yanz entered her Apartment unannounced and without prior notice or permission when Defendant Yanz walked into the Apartment bedroom while Ms. Kristofek's son was resting but awake

14. After the death of Ms. Kristofek's son in late October 2010, Defendants' discriminatory sexual harassment toward Ms. Kristofek increased and became more aggressive.

15. On several occasions Defendant Yanz unlocked Ms. Kristofek's door and entered her apartment without any warning, notice, or prior permission while Ms. Kristofek was away.

16. On several occasions Defendant Yanz unlocked Ms. Kristofek's door and entered her apartment without any warning, notice, or prior permission while Ms. Kristofek was present.

17. On several occasions, Ms. Kristofek asked Defendant Yanz to give prior notice or obtain her prior permission before entering her apartment.

18. Defendant Yanz repeatedly laughed and ignored Ms. Kristofek's consistent requests for Defendant to only enter her apartment with prior warning, notice, or permission.

19. In or about October 2010 and thereafter while Ms. Kristofek was away, Defendant Yanz often entered the Apartment without prior warning ,notice, or permission and was accompanied by the building janitor, Defendant Joe.

20. In or about early November 2010, Defendant Joe began unlocking Ms. Kristofek's door and entering Ms. Kristofek's apartment without any prior warning, notice, or permission.

21. Defendant Joe often entered the Apartment between 7:00 a.m. and 8:00 a.m. .

22. On or about early November 2010, without any prior warning, notice, or permission Defendant Joe unlocked Ms. Kristofek's door and entered her Apartment while Ms. Kristofek was in the bathtub.

23. In fear of her safety, Ms. Kristofek quickly got out of the bathtub and hid behind the bathroom door until Defendant Joe left her Apartment.

24. On or about early November 2010, shortly after the death of her son, just as Ms. Kristofek was coming home from work, at approximately 4:00 p.m. to 5:00 p.m., Defendant Yanz walked up to Ms. Kristofek and the two began talking. Defendant Yanz then placed his arms around Ms. Kristofek.

25. Ms. Kristofek responded by stepping away from Defendant Yanz and told him that she thought it was inappropriate for him to have placed his arms around her.

26. On or about November 15, 2010, Ms. Kristofek entered her apartment and found a commercial sympathy card from Defendant Yanz on her table. The card said "Dear Marketa, your son, Marcus D. . . Richard Yanz. My deepest condolences, Marketa, on Marcus' passing. He was a good man who wasn't allowed to fulfill his potential. Marcus will be in my prayers.

Remember that Marcus' memory will live on through all the good works of his family. May he rest in peace. Sincerely, Richard.”

27. On or about early November 2010, without any prior warning, notice, or permission, Defendant Yanz unlocked Ms. Kristofek's door and walked into Ms. Kristofek's Apartment with his two large dogs.

28. Ms. Kristofek again told Defendant Yanz not to enter her apartment without her prior permission or notice.

29. On or about February 8, 2011, Ms. Kristofek entered her apartment and found a note, signed by Defendant Yanz, stating “Joe and I were in at 10 AM Tues,” and “I pulled the heater plug [at] 11am.”

30. On February 9, 2011, Ms. Kristofek entered her Apartment and found a note signed by Defendant Yanz with the words “Marketa, Joe and I in apt Wed 2/9/11 to check bath and kitchen [at] 8:30 a.m. . .”

31. On or about February 9, 2011, without any prior warning, notice, or permission Defendant Yanz and Defendant Joe unlocked Ms. Kristofek's door and entered her apartment while she was naked in her bedroom.

32. In fear of her safety, Ms. Kristofek silently hid behind her bed until the Defendants left her apartment.

33. After February 9, 2011, Ms. Kristofek was in constant fear to be in close proximity to Defendants or inside of her apartment.

34. On numerous occasions, in or about February 2011 when Defendant Yanz entered Ms. Kristofek's apartment without prior notice, warning or permission, Ms. Kristofek hid in her pantry in fear of her safety. She felt safe in her pantry because when Defendant Yanz first

starting coming into her apartment without notice, she would hide in there. He never opened the pantry door.

35. Because of Defendants' conduct, Ms. Kristofek became increasingly afraid of Defendants

36. On February 15, 2011, Ms. Kristofek wrote a letter ("February 15 Letter") to Defendant Yanz, a stating "did not appreciate you putting your arms around me" because she had had enough of all of his inappropriate behaviors.

37. Ms. Kristofek further explained in the February 15 Letter that when Defendant Yanz and Defendant Joe entered her apartment, she "had to hide on the side of the bed because [she] was not dress[ed]." On several occasions before and after the February 15 Letter, Ms. Kristofek asked the Defendant not to unlock her door and enter her apartment without prior permission or notice.

38. In a letter to Defendant Yanz dated February 26, 2011, Ms. Kristofek wrote, "you continue to harass me I "must terminate the lease."

39. On February 25, 2011, Defendant Yanz wrote a letter to Ms. Kristofek to inform her that he "waited 50 min[ute]s" for her and that he "will stop by Sat (*sic*) [and] open [the] apt (*sic*) front door with keys to dialogue."

40. After Ms. Kristofek received Defendant Yanz's February 25, 2011 note her fear of Defendant Yanz increased.

41. On March 4, 2011, Ms. Kristofek wrote a letter, to Defendant Yanz that stated, "I now will like to inform you that I am wishing to leave the unit before [the] lease is over" because, after receiving a warning, "you entered again while I was naked" and "Joe walked in twice while I was in the tub [and] in the bed." "accept this letter as notice [that] I will vacate."

42. On March 15, 2011, Ms. Kristofek entered her Apartment and found a note taped to her closet door that was signed by Defendant Yanz that stated “please call.”

43. On March 25, 2011, Defendants entered Ms. Kristofek’s apartment without any prior notice or permission, when Ms. Kristofek was not present, and placed a “For Rent” sign in the window.

44. On several occasions, Ms. Kristofek noticed Defendant Yanz watching her while sitting in his car with his two large dogs.

45. In fear of Defendants’ harassment, Ms. Kristofek stayed away from her apartment as much as possible and began spending more and more time at her sister’s house.

46. Between March 2011 and April 2011, Ms. Kristofek became so afraid to enter her apartment, that she began sleeping at her sister’s house located at 1626 W. 100 St, Chicago, Illinois 60643; however, she continued to pay rent.

47. In or about May 2011, Ms. Kristofek observed Defendant Yanz driving up and down the street on which Ms. Kristofek’s sister lives.

48. In or about May 2011, Defendant Yanz signed and left a note on Ms. Kristofek’s car while it was parked in front of her sister’s home. The note stated, “We need to talk.”

49. Between March 25, 2011 and May 2011, Defendant entered Ms. Kristofek’s apartment and left a note on Ms. Kristofek’s ironing board, stating “please call Richard.”

50. Between May 2011 and July 2011, Defendant Yanz left several notes on Ms. Kristofek’s car with requests “to dialogue” with Ms. Kristofek.

51. Between May 2011 and July 2011, Defendant Yanz left a note which included a written warning notice about a convicted trespasser and mug shots of the offender.

52. On July 10, 2011, Defendant Yanz left a signed and dated note on Ms. Kristofek's car while it was parked in front of her sister's house. In the note, Defendant Yanz stated, "Mary you called my cell...the apt (*sic*) looks empty Who took the cat? Please call me...we must meet."

53. On or about August 17, 2011 in the morning at approximately 9:00 a.m., Defendant Yanz left a signed note on Ms. Kristofek's car while it was parked in front of her sister's house. The note, Defendant Yanz included the words "Marketa, I need to talk to you please. Have you vacated the apartment?"

54. On or about August 18, 2011 at approximately 8:00 p.m., Defendant Yanz left a signed note on Ms. Kristofek's car while it was parked in front of her sister's house. In the note, Defendant Yanz included the words "Marketa, I need your help. Please contact me."

55. On September 1, 2011, Defendant Yanz left a signed note on Ms. Kristofek's car while it was parked in front of her sister's house. In the note, Defendant Yanz stated, "your sister on 1626 W. 100 St. tells me that you have gotten my messages left with her (*sic*)." "Is there a reason you won't contact me directly?"

56. Ms. Kristofek moved in September, 2011.

57. Defendant Yanz filed an eviction proceeding shortly after Ms. Kristofek's completely vacated the apartment; however, the eviction proceeding was voluntarily dismissed.

COUNT I
DISCRIMINATION BASED ON SEX – FAIR HOUSING ACT

58. Ms. Kristofek re-alleges and incorporates by reference paragraphs 1 through 57 above.

59. Ms. Kristofek is a female and an aggrieved person as defined in 42 U.S.C. §3602(i), and has suffered damages as a result of the Defendant's conduct.

60. The conduct of the Defendants including, but not limited to, the conduct described above constitutes:

- a. A denial of housing or making housing unavailable because of sex, in violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. §3604(a);
- b. Discrimination in the terms, conditions, or privileges of the rental of dwellings, or in the provision of services or facilities in connection therewith, because of sex, in violation of Section 804(b) of the Fair Housing Act, 42 U.S.C. §3604(b);
- c. Coercion, intimidation, threats or interference with person in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights under Section 804 of the Fair Housing Act, in violation of Section 818 of the Fair Housing Act, 42 U.S.C. §3617.

61. In violation of the Fair Housing Act, Defendant Yanz and Defendant Joe subjected Ms. Kristofek to extensive sexual harassment, in the form of sexual advances and touching which were directed at Ms. Kristofek because of her sex

62. Defendants' conduct was intentional, willful and taken in disregard for the rights of Ms. Kristofek when he entered her Apartment without prior warning, notice, or permission numerous times as stated above, which were not solicited or desired by the Ms. Kristofek, and which were viewed as undesirable and offensive.

63. Ms. Kristofek was made to feel unsafe in her Apartment as a result of Defendants' intrusive actions and advances.

64. Defendants' unpermitted entry into Ms. Kristofek's Apartment was so frightening that she was forced to hide from Defendant Yanz as he searched for her in her Apartment.

65. Defendants' continued harassment made continued tenancy at her Apartment, burdensome and significantly less desirable than if the harassment were not occurring;

66. Defendants' harassing conduct placed Ms. Kristofek in fear of her safety within her Apartment.

67. Defendant Yanz's repeated unsolicited touching, comments, gestures, and entrance into her Apartment over several months had the effect of substantial interference with housing rights and created an environment so hostile and offensive that Ms. Kristofek was forced to relocate.

68. By means of the actions described in this Complaint, Defendants have violated the Fair Housing Act, in that Defendants have discriminated against Ms. Kristofek on the basis of Ms. Kristofek's sex.

69. Ms. Kristofek has been injured in her person and property by Defendants' conduct.

70. Ms. Kristofek is entitled to damages resulting from her injuries caused by Defendants.

71. Ms. Kristofek is entitled to recover reasonable attorneys' fees incurred during this litigation.

COUNT II
DISCRIMINATION BASED ON CHANGE IN TERMS AND CONDITIONS
ILLINOIS HUMAN RIGHTS ACT

72. Ms. Kristofek re-alleges and incorporates by reference paragraphs 1 through 71 above.

73. Ms. Kristofek is a female and thus belongs to a protected group under the Illinois Human Rights Act, 775 ILCS 5/1-103(O).

74. The conduct of Defendants, including, but not limited to the conduct described above, constitutes:

- a. Coercion, intimidation, threats or interference with any person in the exercise, enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted to protected in violation of the Illinois Human Rights Act, 775 ILCS §5/1-101, *et seq.*

75. The actions of the Defendants, including but not limited to the actions outlined above, constituted unwelcome sexual harassment and were directed at Ms. Kristofek because of her sex, in violation of the Illinois Human Rights Act.

76. Defendants' conduct was intentional, willful, and taken in disregard for the rights of Ms. Kristofek.

COUNT III
BREACH OF CONTRACT

77. Ms. Kristofek re-alleges and incorporates by reference paragraphs 1 through 76 above.

78. Defendant Yanz entered into a written contract with Ms. Kristofek whereby Defendant Yanz agreed to lease the Apartment to Ms. Kristofek for a term of one year.

79. Ms. Kristofek performed all of the stipulations contained in the Lease, including the prompt payment of rents, until such time as Defendant Yanz's conduct became so severe that she was forced to vacate the Apartment.

80. Defendant Yanz failed and refused to perform his part of the contract when he continually entered the Apartment without permission or notice.

81. Ms. Kristofek has suffered damages as a result of having to move from the premises in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Marketa Kristofek, respectfully request that this honorable Court:

(A) Declare that the actions of Defendant described above constitute a violation of the Fair Housing Act, as amended, 42 U.S.C. §3601, *et seq.*,

(B) Declare that the actions of Defendant described above constitute a violation of the Illinois Human Rights Act 775 ILCS 5, *et seq.*

(C) Declare that the actions of the Defendant constitute a breach of contract.

(D) Award such damages as would fully compensate Ms. Kristofek pursuant to the Fair Housing Act, as amended, 42 U.S.C. §3613

(E) Award such damages as would fully compensate Ms. Kristofek pursuant to the Illinois Human Rights Act.

(F) Award such damages as would fully compensate Ms. Kristofek pursuant to the Illinois Common Law.

(G) Award Ms. Kristofek damages suffered as a proximate result of Defendant's breach of contract in an amount to be determined at trial;

(H) Award punitive damages pursuant to the Fair Housing Act, as amended 42 U.S.C. §3613(c)(1);

(I) Award Ms. Kristofek's attorneys fees and costs pursuant to the Fair Housing Act, as amended, 42 U.S.C. §3613(c)(2), *et seq.*; and

(J) Award such other and further relief as this Court deems appropriate and required by the interests of justice.

Submitted by Ms. Marketa Kristofek

/s/ Lewis W. Powell, III, Atty. No. 6203310

/s/ Allison K. Bethel, Atty. No. 6211489

Students with 711 licenses.

The John Marshall Law School

Fair Housing Legal Clinic

55 E. Jackson Blvd., Suite 1020

Chicago, IL 60604

Telephone (312) 786-2267

Facsimile (312) 786-1047