

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

JAMIE KAUTHER,)
)
 Plaintiff,)
)
 v.)
)
 BLAKE SALGER, individually and in his)
 official capacities,)
)
 BENJAMIN DAVID DEMOND, individually and)
 in his official capacity,)
)
 BRAD BRAY-STANLEY, individually and in his)
 official capacity,)
)
 GRANDVIEW BLUFF ESTATES)
 HOMEOWNERS' ASSOCIATION,)
)
 SALGER BRANDS LLC d/b/a SALGER)
 PREMIER REAL ESTATE TEAM)
)
 and)
)
 WORTH CLARK INC. d/b/a WORTH CLARK)
 REALTY)
)
 Defendants.)

Case. No.:

JURY TRIAL DEMANDED

COMPLAINT

NOW COMES Plaintiff Jamie Kauther (“*Plaintiff*”), by her attorneys, and for her complaint against Blake Salger (“*B. Salger*”), individually and in his official capacity, Benjamin David Demond (“*D. Demond*”), individually and in his official capacity, Brad Bray-Stanley (“*B. Bray-Stanley*”), individually and in his official capacity, Grandview Bluff Estates Homeowners’ Association (“*Grandview Bluff*”), Salger Brands LLC, d/b/a Salger Premier Real Estate Team (“*Salger Team*”) and Worth Clark Realty, Inc. d/b/a Worth Clark Realty (“*Worth Clark*”) (collectively “*Defendants*”), states as follows:

Introduction

1. This matter arises under the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* (“**FHA**”), the Illinois Human Rights Act, 775 Ill. Comp. Stat. Ann. 5/1-101 *et seq.* (“**IHRA**”), the Illinois Real Estate License Act of 2000, 225 ILCS 454/20-20 *et seq.* (“**IRLA**”), and the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* (“**ICFDBPA**”) and Illinois common law.

Jurisdiction and Venue

2. Plaintiff invokes this Court’s jurisdiction under 28 U.S.C. §§ 1331, 1332, 1343(a), and 42 U.S.C. § 2000e-5 to hear and decide claims under federal law. Plaintiff invokes this Court’s supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) to hear and decide Plaintiff’s claims under Illinois state law.

3. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) and 42 U.S.C. § 2000e-5(f)(1)(B)(3) because all events giving rise to this action occurred within the Southern District of Illinois.

4. On August 31, 2022, Plaintiff filed a charge against Defendants B. Salger, B. Bray-Stanley, D. Demond, Grandview Bluff, and Worth Clark with the Illinois Department on Human Rights (“**IDHR**”) and the United States Department of Housing and Urban Development (“**HUD**”) alleging sex discrimination, disability discrimination, and retaliation.

5. On July 25, 2023, IDHR perfected Plaintiff’s charges of discrimination against Defendants, alleging sex discrimination, disability discrimination, and retaliation.

6. Plaintiff fully complied with IHRA’s administrative exhaustion requirements.

Parties

7. Plaintiff is a 36-year-old female currently residing in Jefferson County, Missouri.
8. Plaintiff is an individual with a disability due to her complex post-traumatic stress disorder (“*CPTSD*”).
9. Plaintiff’s CPTSD affects her daily life as it causes daily emotional, physical, professional, and social hardships. It makes daily activities almost impossible if her disability is not fully managed or is triggered. Daily management includes but is not limited to, daily medication management, weekly Spravato treatments, and regular psychotherapy. If not fully managed or triggered, Plaintiff may become suicidal, necessitating hospitalization and additional medications, rendering her unable to work.
10. At all times relevant, Plaintiff was the only female property owner in the subdivision.
11. Grandview Bluff is a purported homeowner’s association operating in the State of Illinois. Grandview Bluff encompasses four homes in a cul-de-sac.
12. At all times relevant, Grandview Bluff acted by and through its agents, including but not limited to D. Demond, B. Salger, and B. Bray-Stanley.
13. At all times relevant, Grandview Bluff’s president was B. Salger.
14. Worth Clark is a real estate brokerage company registered to do business in Illinois.
15. At all times relevant, Worth Clark acted by and through its agents, including but not limited to B. Salger.
16. Salger Team is a real estate company registered to do business in Illinois.
17. At all times relevant, Salger Team acted by and through its agents, including but not limited to B. Salger.

18. B. Salger was Worth Clark and Salger Team's real estate agent who represented the seller of the property at issue, 10 Grandview Bluff Drive, Columbia, IL.

19. At all times relevant, D. Demond was the treasurer for Grandview Bluff.

20. At all times relevant, B. Bray-Stanley was the secretary for Grandview Bluff.

Statement of Facts Common to All Counts

21. On September 4, 2021, Plaintiff entered a purchase agreement for a house at 10 Grandview Bluff Drive, Columbia, IL ("**Property**").

22. During the purchase process, Plaintiff conveyed to her realtor, Stacey LaCroix ("**LaCroix**"), that she had a few criteria for any home purchased. The house must have a fence or be able to construct a fence. Further, she did not want a homeowner's association or any additional restrictions imposed without her having an equal vote regarding those restrictions.

23. Plaintiff told LaCroix multiple times that these were significant factors in her buying decision.

24. LaCroix conveyed this information to B. Salger through text messages and email.

25. On September 10, 2021, Plaintiff received notice that indentures and restrictions applied to Property and B. Salger, amongst others, was forming and finalizing an impending homeowner's association.

26. B. Salger sent these restrictions to LaCroix. They were illegible after page twelve and were excessively restrictive. They did not permit fences unless there was a pool or hot tub.

27. Plaintiff informed LaCroix that she would not buy Property due to the restrictions and instructed LaCroix to rescind the purchase agreement due to the nondisclosure.

28. Shortly thereafter, Plaintiff also received texts between LaCroix and B. Salger in which B. Salger stated the restrictions were “null and void.” B. Salger also stated the homeowner’s association was finalizing restrictions based on those of a nearby subdivision.

29. Due to B. Salger’s assurances that the restrictions were “null and void,” LaCroix emailed the seller, Greg Taake (“*Taake*”), expressing Plaintiff’s hesitation to purchase due to the uncertainty about the new restrictions and the failure to disclose the homeowners’ association.

30. On September 11, 2021, B. Salger confirmed the restrictions were null and void and that Plaintiff could install a fence if it was not white vinyl or chain link.

31. On September 12, 2021, Plaintiff and Taake ratified the amended purchase agreement with an amendment delineating the homeowner association membership with a traditional member vote and future restrictions.

32. B. Salger knew Plaintiff would not have purchased Property with the homeowner’s association restrictions that B. Salger shared on September 10, 2021, or voting rights which were not equal to all other residents.

33. On October 1, 2021, LaCroix communicated to the lender and title company that there were no restrictions. She supported this communication with an email from B. Salger stating that they had not formed the homeowner’s association.

34. On October 12, 2021, Plaintiff closed on Property.

35. When Plaintiff purchased the property, B. Salger did not tell Plaintiff how to communicate with the homeowner’s association, its officers, or members outside of the Facebook page.

36. In October 2021, Plaintiff posted on the Grandview Bluff’s Facebook page regarding building a patio on Property. There was no response.

37. In October 2021, Plaintiff hired individuals to construct a patio. She apologized to B. Salger for the unsightly patio construction and explained the patio was for her hot tub. He said, “You’re lucky. I didn’t even notice.” B. Salger did not mention an approval process, homeowner’s association formation, or restrictions.

38. Between October 2021 and the present, B. Salger made comments indicating his thoughts regarding male and female roles in the household, including but not limited to:

- a. Stating he did not have permission from his wife to have a cleaning service;
- b. Complaining about having to be the one to make Christmas cookies and other baked goods, and,
- c. Complaining about putting trips on hold due to his wife’s promotion. B. Salger’s wife, Sara Salger, is an attorney like Plaintiff.

39. On January 23, 2022, Sandy Demond (“*S. Demond*”) and D. Demond (collectively “*Demonds*”) spoke with Plaintiff and her partner, Alvis Murray, regarding the impending homeowner’s association, their concerns that B. Salger had yet to create the homeowner’s association, and that, until he did, there were no restrictions.

40. During this conversation, Plaintiff asked them about their pool project and how it worked with the homeowners’ association, to which D. Demond replied, “There is no homeowners’ association. There is no approval, and they can do nothing about it.”

41. On January 23, 2022, D. Demond informed Alvis and Plaintiff that B. Salger approached D. Demond about co-purchasing the lot between Demond and Salger’s homes.

42. The lot referenced encompasses Plaintiff’s entire view, which was a material reason for Plaintiff’s purchase and the first line in the seller’s listing description B. Salger created for the Property.

43. Shortly afterward, Plaintiff contacted LaCroix and asked her to confirm the lot would remain vacant as Plaintiff would have never purchased the home had B. Salger disclosed the impending sale.

44. LaCroix assured Plaintiff that, during the purchase process, B. Salger confirmed there were only four homes, but she would call and confirm he did not intend to build a structure.

45. LaCroix called Plaintiff back and said B. Salger was very dismissive and condescending, stating the lot was purchased for “everyone’s benefit” to protect their views and that LaCroix and Plaintiff both need to “calm down.”

46. On or about January 25, 2022, Plaintiff requested a fence contracting recommendation. D. Demond and Plaintiff discussed the fence at length.

47. On January 26, 2022, Plaintiff posted to the Grandview Bluff’s Facebook page to give notice of her intent to build a fence with more details regarding the fence.

48. International Code Council Section 303, which the City of Columbia, IL adopted, required a fence around a hot tub and pool.

49. Additionally, the fence was necessary to keep Plaintiff’s toddler safe.

50. Per Facebook, all Grandview Bluff’s members saw the post. There was no response.

51. From January 25, 2022, to February 5, 2022, Plaintiff texted B. Bray-Stanley in his capacity as the Grandview Bluff’s Secretary to discuss the fence and property line.

52. B. Bray-Stanley asked to walk the property line with Alvis but refused to walk the property line with Plaintiff despite her assurances she knew the property line.

53. On February 5, 2022, Alvis and Plaintiff had dinner with Demonds.

54. After dinner, Plaintiff discussed her CPTSD disability, including her struggles due to her CPTSD over the last ten years. D. Demond laughed.

55. Before contracting with Trost Plastics to install a fence, Plaintiff sent a proposed fence diagram to B. Bray-Stanley, asking if he had any concerns, to which he responded he did not.

56. On February 7, 2022, Plaintiff signed a contract with Trost Plastics to install a fence in May 2022. Plaintiff chose a matching style to B. Salger's fence, which Trost built.

57. Both B. Salger and D. Demond's properties had fences during this time.

58. In March 2022, B. Salger sent the first Grandview Bluff homeowner's association email with proposed by-laws.

59. In B. Salger's proposed by-laws, there were seven votes. The two Salgers had three of the seven votes. Everyone else, including Plaintiff, had one vote.

60. The proposed restrictions were the same restrictions B. Salger repeatedly told Plaintiff were "null and void."

61. According to the amended purchase agreement, B. Salger's restrictions described above would *not* be Grandview Bluff's, and all homeowners would have an equal vote. B. Salger drafted the amended purchase agreement, and Plaintiff ratified it.

62. B. Salger knew Plaintiff would not have purchased the house if Plaintiff had known she would have a minority vote and the previous restrictions were in effect.

63. Hoping to resolve the situation amicably, Plaintiff requested a meeting to discuss the concerns. All agreed and set the meeting for April 10, 2022.

64. In March 2022, B. Salger informed Plaintiff that Grandview Bluffs approved Blake's proposed bylaws. B. Salger previously informed Plaintiff that voting on the bylaws would be after April 10th.

65. B. Salger, acting individually and as Grandview Bluff's agent, informed Plaintiff she could not build her fence as it violated Grandview Bluff's by-laws and restrictions.

66. B. Salger unilaterally canceled the April 10, 2022, meeting to discuss Plaintiff's concerns and vote on the by-laws.

67. Plaintiff contacted LaCroix, described the above events, and that B. Salger dismissed Plaintiff's concerns and violated the agreement because she is a woman.

68. Plaintiff told LaCroix that B. Salger dismissed Plaintiff's concerns but listened to male owners' concerns.

69. Plaintiff explained that B. Salger never engaged in this type of conduct with a male buyer and male buyer's agent.

70. LaCroix shared this complaint with her and B. Salger's broker supervisors.

71. LaCroix sent Plaintiff dozens of text messages and emails confirming her understanding of the restrictions, including the ability to build a fence and the equality of votes among Grandview Bluff members.

72. During this time, Plaintiff received hateful emails from Grandview Bluff members who accused Plaintiff of ruining the neighborhood.

73. The actions mentioned above triggered a resurgence in Plaintiff's disability symptoms.

74. From March to May 2022, LaCroix, LaCroix Properties's Supervising Broker John Dammrich, Stano Properties owner, Worth Clark's Managing Broker Heather Rizzo, Steve Dunakey, the City of Columbia Planning Director, and the Rodenberg family, Developer Trustee contacted B. Salger regarding the fencing issue, specifically Plaintiff's contract with Trost and the fence requirement pursuant to the International Code Council Section 303.

75. B. Salger refused to discuss it with LaCroix and Rizzo, both women, but informed John Dammrich and David Rodenberg that the fence failed to get his approval.

76. On April 26, 2022, D. Demond informed Plaintiff that Grandview Bluff needed to approve Plaintiff's fence since it violated the covenants and restrictions. Plaintiff told D. Demond that the city ordinances required the fence. Plaintiff also relayed that all officers failed to voice any issue for months after Plaintiff notified Grandview Bluffs that she ratified a \$10,000 fencing contract. D. Demond dismissed Plaintiff's concerns.

77. On May 1, 2022, Alvis and Plaintiff attended a Grandview Bluff meeting.

78. Plaintiff's fence was on the agenda for the May 1, 2022, Meeting, but Grandview Bluff did not vote on the issue.

79. At the meeting, B. Salger told Plaintiff she needed to prove she needed a fence and "needed [his] permission."

80. Plaintiff complained that Grandview Bluff and its agents mistreated Plaintiff as they did not question any of the male owner's improvements.

81. Plaintiff further explained that all the officers had been aware of the fence for months, and no one identified an approval process.

82. During this meeting, Grandview Bluff called Plaintiff a bad mother for wanting a fence for her son's safety, as "that is called parenting."

83. Grandview Bluff told Plaintiff that D. Demond "Doesn't need his pool approved."

84. Grandview Bluff did not require anyone else to prove a fence was a necessity.

85. Grandview Bluff did not tell anyone else they needed B. Salger's permission.

86. Grandview Bluff dismissed Plaintiff's concerns regarding the above-listed actions and inactions and refused to communicate with Plaintiff further.

87. Plaintiff brought material regarding the proposed fence and statute to the May 1, 2022 meeting, but Grandview Bluffs refused to document them in the minutes, mention them, or respond. The minutes did not include Plaintiff's voiced concerns.

88. After the meeting, B. Salger and D. Demond approached Alvis about installing a security camera and gate on Plaintiff's property. Neither of them approached or spoke to Plaintiff about using Plaintiff's land. Plaintiff attempted to speak up, but D. Demond spoke over her.

89. On May 2, 2022, the day after the Grandview Bluff meeting, Trost canceled the following week's installation due to Grandview Bluff's threat of litigation against Trost.

90. On May 2, 2022, Plaintiff spoke with Tonya Genevese, the attorney for Grandview Bluff, and informed her that she believed Grandview Bluff was discriminatorily enforcing rules against her because she is the only sole female owner and the only one subject to an approval process. Ms. Genevese hung up on Plaintiff and never followed up.

91. On May 4, 2022, Defendants served Plaintiff with a lawsuit summons for a temporary restraining order and preliminary injunction ("**Petition**") against the fence for failure to obtain approval and because the proposed fence, which matched others in the neighborhood, would allegedly hurt neighboring property values.

92. Due to Grandview Bluff's treatment, Plaintiff's CPTSD symptoms became hard to manage.

93. On May 19, 2022, Plaintiff's primary care physician told her to go to the Behavioral Health Urgent Care at DePaul because Plaintiff could not control her symptoms. Behavioral Health Urgent Care at DePaul prescribed Plaintiff new medications and took her off work until June 27, 2022.

94. Grandview Bluff's lawsuit triggered Plaintiff's PTSD to the point that Plaintiff had to go to Barnes Jewish Hospital Emergency Room and eventually the inpatient psychiatric unit. The psychiatrist recommended three more months off work, which added to Plaintiff's stress.

95. In June 2022, Grandview Bluff excluded Plaintiff from all communications, making it impossible for Plaintiff to participate in the homeowner's association.

96. On June 25, 2022, per her therapist's request, Plaintiff sent Grandview Bluff and its agents a request for accommodation regarding Plaintiff's medical disability. Plaintiff requested that Alvis act as a proxy for all Grandview Bluff and neighborhood matters.

97. On June 26, 2022, Alvis attended Grandview Bluff Meeting. B. Salger stated they needed to determine whether to allow proxy votes, referencing Plaintiff's accommodation request. However, Grandview Bluff would not hold the next meeting until November.

98. On June 30, 2022, Demonds called the police on Plaintiff for music at 12:30 P.M., which Plaintiff played to drown out the sawing from Demond's construction project. D. Demond stood outside and stared at Plaintiff while the police spoke to her.

99. On July 1, 2022, B. Bray-Stanley told Plaintiff to "shut up" and that Plaintiff would "fuck them all."

100. On July 3, 2022, B. Bray-Stanley erected sticks in fire formation next to Plaintiff's clothesline and installed cameras pointing directly into Plaintiff's main living area.

101. On July 5, 2022, Alvis told Greg and B. Bray-Stanley to speak to him if they had an issue.

102. Instead, they later screamed at Plaintiff to shut up. Alvis stated he could hear them yelling at her outside while he was inside. Alvis told them to leave Plaintiff alone. They responded that it was "not about you, Alvis, it's about her." They said Plaintiff "needed help," was "crazy,"

and they were “scared” to live next to her. They said all Plaintiff does is “hide behind the law.” They yelled about Plaintiff’s “stupid” reasonable accommodation request. Plaintiff had a panic attack after the incident.

103. On July 6, 2022, Plaintiff’s mom planted trees on Plaintiff’s property. After they planted the trees, the Bray-Stanleys complained to the police.

104. On or around July 10, 2022, Grandview Bluff claimed Plaintiff verbally harassed its officers and members. The allegations of harassment included: a. Plaintiff using her clothesline and b. Plaintiff planting trees on her property.

105. Grandview Bluff and its agents threatened Plaintiff with another lawsuit if Plaintiff did not sell her home. These threats and comments were due to Plaintiff’s disability and request for a reasonable accommodation.

106. On or around July 15, 2022, Grandview Bluff requested that Trost remeasure the fence lines as they did not “trust” Plaintiff’s measurements. Trost agreed, created a new diagram measurement, and placed flags for the agreed fencing the following Monday.

107. A week later, Grandview Bluff stated Trost needed to remeasure the Property, adding three weeks. Grandview Bluff’s stated reason for this new requirement is that an officer of Grandview Bluff must be present.

108. On or about September 23, 2022, Grandview Bluff informed Plaintiff that it denied Plaintiff’s request for a reasonable accommodation to use a proxy.

109. In August 2022, Plaintiff filed her charge of discrimination against Grandview Bluff.

110. After filing the Charges of Discrimination and sending a courtesy copy to Grandview Bluff, Grandview Bluff retaliated against Plaintiff by passing Covenants and Restrictions that targeted her property specifically.

111. In February 2023, Grandview Bluff filed a lien against Plaintiff's property for non-payment of homeowners' association assessments.

112. Non-disabled male homeowners who did not complain about discrimination and were delinquent in paying their homeowners' association assessment did not receive a lien against their properties.

113. In February 2023, Grandview Bluff Estates Homeowner's Association issued a cease-and-desist letter to Plaintiff regarding Alvis parking his commercial vehicle on Plaintiff's driveway, land, or in the subdivision.

114. Non-disabled, male homeowners, such as D. Demond, B. Salger, and B. Bray-Stanley, have commercial trucks and construction equipment on their driveways and/or property for months with impunity.

115. Grandview Bluff, through its agents including but not limited to B. Salger, D. Demond, and B. Bray-Stanely, created a hostile environment, making it impossible for Plaintiff to enjoy her Property.

116. Defendants exploited this situation by pressuring Plaintiff to sell her house for an unreasonably low amount.

117. In March 2023, Defendants constructively forced Plaintiff to sell her home.

118. On or about May 1, 2023, Defendants constructively forced Plaintiff to vacate her home.

Count I: Defendants Blake Salger and Worth Clark Realty Discriminated against Plaintiff Due to Her Gender in Violation of the Fair Housing Act

119. Plaintiff incorporates the allegations listed above by reference.
120. Plaintiff is a protected person (woman) within the meaning of the FHA.
121. Plaintiff's home constitutes a "dwelling," as defined by the FHA.
122. Plaintiff is the only sole female property owner in the subdivision.
123. Worth Clark and B. Salger knew Plaintiff wanted to purchase a house that had or could build a fence and without a homeowner's association and burdensome restrictions.
124. Knowing that Property did not meet Plaintiff's criteria for a house regarding the fence, homeowner's association, and burdensome restrictions, Worth Clark and B. Salger informed Plaintiff that Property met these qualifications.
125. Worth Clark and B. Salger knowingly misrepresented Property to Plaintiff to entice her to buy it because of her gender.
126. After receiving complaints regarding Worth Clark and B. Salger's actions, Worth Clark only responded to male representatives instead of Plaintiff or her female representatives.
127. Worth Clark and B. Salger's actions described above constitute:
 - a. discrimination in the sale or otherwise making unavailable or denying a dwelling because of gender in violation of the FHA, 42 U.S.C. §3604(b);
 - b. interference with the rights of persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged persons who are female in the exercise of enjoyment of rights granted or protected by the FHA in violation of 42 U.S.C. §3617.
 - c. Worth Clark and B. Salger's actions described above were intentional and taken with willful disregard for Plaintiff's rights.
 - d. Plaintiff is an aggrieved person, as defined in 42 U.S.C. § 3602(i), who suffered economic loss, emotional distress, and loss of her civil rights due to Worth Clark and B. Salger's conduct.

- e. Plaintiff is without an adequate remedy at law.
- f. Plaintiff suffered irreparable harm by Worth Clark and B. Salger's actions.

128. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring Worth Clark and B. Salger's actions violate the FHA;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Worth Clark and B. Salger's discriminatory housing practices, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count II: Defendants Blake Salger, Brad Bray-Stanley, David Demond, and Grandview Bluff Discriminated against Plaintiff Due to Her Disability in Violation of the Fair Housing Act

129. Plaintiff incorporates the allegations listed above by reference.

130. Plaintiff is a disabled person within the meaning of the FHA.

131. Plaintiff's home constitutes a "dwelling," as defined by the FHA.

132. Due to her disability, Plaintiff requested a reasonable accommodation, the ability to vote for Grandview Bluff matters by proxy, to allow Plaintiff the full enjoyment and use of Property as a person with a disability.

133. The Grandview Bluff, through its agents, B. Salger, B. Bray-Stanley, and D. Demond, refused to make a reasonable modification in a manner that denied Plaintiff equal rights under the FHA.

134. Grandview Bluff, through its agents B. Salger, B. Bray-Stanley, and D. Demond, refused to make reasonable accommodations in its rules and policies that would afford Plaintiff an equal opportunity to use and enjoy Property due to her disability.

135. Grandview Bluff, through its agents B. Salger, B. Bray-Stanley, and D. Demond, enforced the association rules and policies in an inequitable manner that imposed different terms and conditions of housing on Plaintiff due to her disability.

136. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above constitute:

- a. discrimination in the sale or otherwise making unavailable or denying a dwelling because of disability in violation of the FHA, 42 U.S.C. §3604(f)(1);
- b. a refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person an equal opportunity to use and enjoy a dwelling in violation of the FHA, 42 U.S.C. §3604(f)(3)(B); and
- c. interference with the rights of persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged persons with disabilities in the exercise of enjoyment of rights granted or protected by the FHA in violation of 42 U.S.C. §3617.

137. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above were intentional and taken with willful disregard for Plaintiff's rights.

138. Plaintiff is an aggrieved person, as defined in 42 U.S.C. § 3602(i), who suffered economic loss, emotional distress, and loss of her civil rights due to Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's conduct.

139. Plaintiff is without an adequate remedy at law.

140. Plaintiff suffered irreparable harm by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's refusal to grant her requested accommodation of having a proxy for her voting rights.

141. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring the Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions violate the FHA;

- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's discriminatory housing practices, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count III: Defendants Blake Salger, Brad Bray-Stanley, David Demond, and Grandview Bluff Discriminated against Plaintiff Due to Her Gender in Violation of the Fair Housing Act

142. Plaintiff incorporates the allegations listed above by reference.

143. Plaintiff is a protected person (woman) within the meaning of the FHA.

144. Plaintiff's home constitutes a "dwelling," as defined by the FHA.

145. Plaintiff is the only sole female property owner in the neighborhood.

146. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond knew Plaintiff was the only sole female property owner in the area.

147. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond enforced the association rules and policies in an inequitable manner that imposed different terms and conditions of housing on Plaintiff due to her gender.

148. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above constitute:

- a. discrimination in the sale or otherwise making unavailable or denying a dwelling because of gender in violation of the FHA, 42 U.S.C. §3604(b);
- b. interference with the rights of persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged persons who are female in the exercise of enjoyment of rights granted or protected by the FHA in violation of 42 U.S.C. §3617.
- c. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above were intentional and taken with willful disregard for Plaintiff's rights.

- d. Plaintiff is an aggrieved person, as defined in 42 U.S.C. § 3602(i), who suffered economic loss, emotional distress, and loss of her civil rights because of Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's conduct.
- e. Plaintiff is without an adequate remedy at law.
- f. Plaintiff suffered irreparable harm by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's denial of the full use of Property.

149. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring the Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions violate the FHA;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's discriminatory housing practices, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count IV: Defendants Blake Salger, Brad Bray-Stanley, David Demond, and Grandview Bluff Retaliated against Plaintiff Due to Her Complaints Regarding Gender Discrimination in Violation of the Fair Housing Act

150. Plaintiff incorporates the allegations listed above by reference.

151. Plaintiff informed Grandview Bluff's agent and attorney, Tonya Genevese, that Plaintiff believed Grandview Bluff discriminatorily enforced rules against her, including being the only one subject to an approval process because she was the only sole female owner.

152. Plaintiff is a protected person within the meaning of the FHA.

153. Plaintiff's home constitutes a "dwelling," as defined by the FHA.

154. Plaintiff is the only sole female property owner in the neighborhood.

155. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond knew of the Plaintiff's complaint to their agent regarding gender discrimination.

156. After Plaintiff complained about gender discrimination, Grandview Bluff, through its agents B. Salger, B. Bray-Stanley, and D. Demond, unilaterally enforced more restrictions on Plaintiff and called the police on her.

157. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond enforced the association rules and policies in an inequitable manner that imposed different terms and conditions of housing on Plaintiff because of her complaint regarding gender discrimination.

158. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above constitute:

- a. discrimination in the sale or rental, or otherwise making unavailable or denying a dwelling because of complaints of gender discrimination in violation of the FHA, 42 U.S.C. §3604(b);
- b. interference with the rights of persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged persons who are female in the exercise of enjoyment of rights granted or protected by the FHA in violation of 42 U.S.C. §3617.
- c. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above were intentional and taken with willful disregard for Plaintiff's rights.

159. Plaintiff is an aggrieved person, as defined in 42 U.S.C. § 3602(i), who suffered economic loss, emotional distress, and loss of her civil rights due to Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's conduct.

160. Plaintiff is without an adequate remedy at law.

161. Plaintiff suffered irreparable harm by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's denial of the full use of her property.

162. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring the Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions violate the FHA;

- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's discriminatory housing practices, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count V – Illinois Human Rights Act – Gender Discrimination Against Worth Clark and Blake Salger

163. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as if fully set forth herein.

164. Plaintiff is a protected person (woman) within the meaning of the IHRA.

165. Plaintiff is the only sole female property owner in the neighborhood.

166. Worth Clark, through its agent B. Salger, knew Plaintiff wanted to purchase a house that had or could build a fence and without a homeowner's association and burdensome restrictions.

167. Knowing that Property did not meet Plaintiff's criteria for a house regarding the fence and homeowner's association and burdensome restrictions, Worth Clark informed Plaintiff through its agent B. Salger that Property met these qualifications.

168. Worth Clark, through its agent B. Salger, knowingly misrepresented Property to Plaintiff to entice her to buy it because of her gender.

169. After receiving complaints regarding Worth Clark and B. Salger's actions, Worth Clark only responded to male representatives instead of Plaintiff or her female representatives.

170. Worth Clark and B. Salger's actions described above constitute:

- a. discrimination in the sale or otherwise making unavailable or denying a dwelling because of gender in violation of the IHRA, 775 ILCS 5/3-103(A);

- b. intentionally creating alarm among community residents by transmitting communications in any manner....with a design to induce any owner of residential real estate in this state to sell the owner's property because of any present or prospective entry into the vicinity of the property involved of any person of any particular sex in violation of the IHRA, 775 ILCS 5/3-103(C);
- c. Worth Clark and B. Salger's actions described above were intentional and taken with willful disregard for Plaintiff's rights.
- d. Plaintiff is an aggrieved person, as defined in the IHRA, who suffered economic loss, emotional distress, and loss of her civil rights due to Worth Clark and B. Salger's conduct.
- e. Plaintiff is without an adequate remedy at law.
- f. Plaintiff suffered irreparable harm by Worth Clark and B. Salger's actions.

171. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring that Worth Clark and B. Salger's actions violate the IHRA;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Worth Clark and B. Salger's discriminatory housing practices, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count VI – Illinois Human Rights Act – Gender Discrimination Against Grandview Bluff, Blake Salger, David Demond, and Brad Bray-Stanley

172. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as if fully set forth herein.

173. Plaintiff is a protected person (woman) within the meaning of the IHRA.

174. Plaintiff is the only sole female property owner in the neighborhood in question.

175. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond knew Plaintiff was the only sole female property owner in the area.

176. Grandview Bluff, through its agents B. Salger, B. Bray-Stanley, and D. Demond, enforced the association rules and policies in an inequitable manner that imposed different terms and conditions of housing on Plaintiff because of her gender.

177. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above constitute:

- a. discrimination in the sale or otherwise making unavailable or denying a dwelling because of gender in violation of the IHRA, 775 ILCS 5/3-103(A);
- b. intentionally creating alarm among community residents by transmitting communications in any manner.... With a design to induce any owner of residential real estate in this state to sell the owner's property because of any present or prospective entry into the vicinity of the property involved of any person of any particular sex in violation of the IHRA, 775 ILCS 5/3-103(C).
- c. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above were intentional and taken with willful disregard for Plaintiff's rights.
- d. Plaintiff is an aggrieved person, as defined in the IHRA, who suffered economic loss, emotional distress, and loss of her civil rights due to Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's conduct.
- e. Plaintiff is without an adequate remedy at law.
- f. Plaintiff suffered irreparable harm by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions.

178. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring the Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions violate the IHRA;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's discriminatory housing practices, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count VII – Illinois Human Rights Act – Discrimination based on Disability by Grandview Bluff, Blake Salger, David Demond, and Brad Bray-Stanley Against Plaintiff.

179. Plaintiff incorporates the allegations listed above by reference.

180. Plaintiff is a disabled person within the meaning of the IHRA.

181. Because of her disability, Plaintiff requested a reasonable modification to the ability to vote on Grandview Bluff matters by proxy to allow Plaintiff the full enjoyment and use of her property as a person with a disability.

182. The Grandview Bluff, through its agents B. Salger, B. Bray-Stanley, and D. Demond, refused to make a reasonable modification in a manner that denied Plaintiffs equal rights under the IHRA.

183. Grandview Bluff, through its agents B. Salger, B. Bray-Stanley, and D. Demond, enforced the association rules and policies in an inequitable manner that imposed different terms and conditions of housing on Plaintiff because of her disability.

184. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above constitute:

- a. discrimination in the sale or otherwise making unavailable or denying a dwelling because of disability in violation of the IHRA, 775 ILCS 5/3-103(A);
- b. intentionally creating alarm among community residents by transmitting communications in any manner.... With a design to induce any owner of residential real estate in this state to sell the owner's property because of any present or prospective entry into the vicinity of the property involving any person of any particular disability in violation of the IHRA, 775 ILCS 5/3-103(C).
- c. Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions described above were intentional and taken with willful disregard for Plaintiff's rights.
- d. Plaintiff is an aggrieved person, as defined in the IHRA, who suffered economic loss, emotional distress, and loss of her civil rights due to Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's conduct.

- e. Plaintiff is without an adequate remedy at law.
- f. Plaintiff suffered irreparable harm by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions.

185. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring the Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's actions violate the IHRA;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Grandview Bluff, B. Salger, B. Bray-Stanley, and D. Demond's discriminatory housing practices, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count VIII – Fraudulent Misrepresentation Against Blake Salger, Salger Team, and Worth Clark

186. Plaintiff incorporates the allegations listed above by reference.

187. Throughout the underlying real estate transaction, B. Salger falsely represented to Plaintiff that no restrictions or covenants existed affecting Property. Specifically, B. Salger made the following representations beginning with the home purchase agreement and Property's listing:

- a. In response to LaCroix's inquiry regarding covenants, property lines, and future homeowners' associations, B. Salger represented that no covenants were in effect and new covenants would be drafted;
- b. In response to LaCroix's inquiry regarding covenants, property lines, and future homeowners' associations, B. Salger represented that there was no homeowner's association, and the neighborhood would create an association at a later date;
- c. Property's MLS, created by B. Salger as Salger Team's agent and Worth Clark's agent, stated there was no homeowner's association and would be no restrictions on the property.
- d. B. Salger stated that covenants and restrictions were "null and void;"

- e. After B. Salger shared illegible covenants, he represented that a legible version did not exist;
- f. B. Salger represented that the illegible covenants had no effect, and,
- g. B. Salger represented Plaintiff would have input on any new covenants, restrictions, or homeowners' association.

188. B. Salger made these representations during the course of negotiating Property's sale.

189. At all relevant times, B. Salger acted in his capacity as a realtor individually, as Salger Team's agent, and as Worth Clark's agent.

190. B. Salger's representation that restrictions and covenants pertaining to Property were null and void was materially false and misleading because B. Salger intended the restrictions to be applicable against Plaintiff and Property.

191. B. Salger's representation that there were no homeowners' associations and no covenants affecting Property was materially false and misleading because B. Salger intended that a homeowners' association have authority over Property.

192. B. Salger knew or should have known these representations were false at the time B. Salger made them because B. Salger, at all relevant times, was the individual with the authority and subsequently exercised the authority to enforce the same.

193. B. Salger acted with reckless disregard for the truth or falsity of these representations at the time B. Salger made them because B. Salger was, at all times, the individual who had the authority and subsequently exercised the authority to enforce the same.

194. B. Salger made the misrepresentation with the intent to deceive Plaintiff into believing Property was not subject to any restrictions or covenants nor the regulation of a homeowners' association.

195. B. Salger deliberately misrepresented the control of Property with the intent to induce Plaintiff to purchase Property.

196. Plaintiff relied to her detriment on B. Salger's misrepresentations by purchasing Property.

197. Plaintiff's reliance on B. Salger's misrepresentation was both reasonable and justifiable because:

- a. B. Salger was a homeowner in the Grandview Bluff Estates subdivision;
- b. B. Salger was the real estate agent and realtor representing Property's seller;
- c. B. Salger held himself out as a knowledgeable, reliable professional in all respects regarding Property's sale.

198. Specifically, Plaintiff had no reason to doubt the truthfulness of B. Salger's representations about the restrictions on Property because B. Salger was the real estate agent responsible for communicating critical facts of the transaction and conditions affecting Property.

199. As a direct and proximate result of relying on B. Salger's misrepresentations, Defendants damaged Plaintiff through an endless barrage of efforts by the Grandview Bluff attempting to control and otherwise restrict Plaintiff's use of Property, the related discrimination and harassment, and ultimately, the loss of her property entirely.

200. Defendants' actions damaged Plaintiff in an amount to be determined at trial.

201. As explained above, B. Salger's intentional misrepresentations induced Plaintiff's reliance and were the proximate cause of her loss, which Plaintiff would not have sustained but for B. Salger's fraud.

202. Additionally, in fraudulently misrepresenting the kind and quality of control that B. Salger planned to exercise over Property, B. Salger acted with a desire to enrich himself and with

a conscious disregard for how his conduct affected Plaintiff in that B. Salger used his position of authority to harass and demean Plaintiff.

203. B. Salger's representations all revolved around having no association with authority to restrict Plaintiff's use or enjoyment of her property, though he stated they were forming a homeowner's association with new restrictions, and all would have an equal vote. B. Salger subsequently bestowed himself with this exact authority and did not give everyone an equal vote.

204. B. Salger further perpetuated this fraud by creating a homeowner's association, implementing rules he previously stated were null and void, and bestowing himself with voting power disproportionate to Plaintiff.

205. Plaintiff is, therefore, entitled to punitive damages.

206. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring B. Salger, Salger Team, and Worth Clark's actions constitute fraudulent misrepresentation;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by B. Salger, Salger Team, and Worth Clark's fraudulent misrepresentation, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

**Count IX – Negligent Misrepresentation Against B. Salger, Salger Team, and Worth Clark
(pled in the alternative to Count VII)**

207. Plaintiff incorporates the allegations listed above by reference.

208. In his individual capacity, as Salger Team's agent, and as Worth Clark's agent, B. Salger made the misrepresentations and omissions in the paragraphs above.

209. If not, B. Salger was not fully aware that such representations were false, and in the alternative to Count VII, he was negligent in ascertaining the truth of those same representations before making them to Plaintiff or her agent.

210. B. Salger was negligent in ascertaining the truth or falsity of his statements in representing to Plaintiff that no restrictions or covenants existed affecting Property. Specifically, B. Salger made the following representations:

- a. In response to LaCroix's inquiry regarding covenants, property lines, and future homeowners' associations, B. Salger represented that no covenants were in effect;
- b. Property's MLS, created by B. Salger as Salger Team's agent and Worth Clark's agent, stated there was no homeowner's association and would be no restrictions on the property.
- c. B. Salger stated that covenants and restrictions were "null and void;"
- d. After B. Salger shared illegible covenants, he represented that a legible version did not exist;
- e. B. Salger represented that the illegible covenants had no effect, and,
- f. B. Salger represented Plaintiff would have input on any new covenants, restrictions, or homeowners' association.

211. Plaintiff suffered harm as a direct and proximate result of B. Salger's negligent misrepresentations.

212. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring B. Salger, Salger Team, and Worth Clark's actions constitute negligent misrepresentation;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by B. Salger, Salger Team, and Worth Clark's negligent misrepresentation, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count X – Fraudulent Inducement Against Blake Salger, Salger Team, and Worth Clark

213. Plaintiff incorporates the allegations listed above by reference.

214. Throughout the underlying real estate transaction, B. Salger falsely misrepresented to Plaintiff that no restrictions or covenants existed affecting Property. Specifically, B. Salger made the following representations:

- a. In response to LaCroix’s inquiry regarding covenants, property lines, and future homeowners’ associations, B. Salger represented that no covenants were in effect;
- b. Property’s MLS, created by B. Salger as Salger Team’s agent and Worth Clark’s agent, stated there was no homeowner’s association and would be no restrictions on the property.
- c. B. Salger stated that covenants and restrictions were “null and void;”
- d. After B. Salger shared illegible covenants, he represented that a legible version did not exist;
- e. B. Salger represented that the illegible covenants had no effect, and,
- f. B. Salger represented Plaintiff would have input on any new covenants, restrictions, or homeowners’ association.

215. B. Salger made these representations during the course of negotiating Property’s sale.

216. At all relevant times, B. Salger acted in his capacity as a realtor individually, as Salger Team’s agent, and as Worth Clark’s agent.

217. B. Salger’s representation that restrictions and covenants pertaining to the Property were materially false and misleading because B. Salger intended the restrictions to be applicable against Plaintiff and Property.

218. B. Salger's representation that no homeowners' association had any covenants that affected the Property was materially false and misleading because B. Salger intended that a homeowners' association have authority over Property.

219. Further, B. Salger intended to have disproportionate voting power in the newly created homeowners' association compared to Plaintiff.

220. B. Salger knew or should have known these representations were false at the time B. Salger made them because B. Salger, at all relevant times, was the individual who had the authority and subsequently exercised the authority to enforce the same.

221. B. Salger made the misrepresentation with the intent to deceive Plaintiff into believing Property was not subject to any restrictions or covenants nor the regulation of a homeowners' association.

222. B. Salger deliberately misrepresented the control of Property with the intent to induce Plaintiff to purchase Property.

223. B. Salger had no intention of honoring these false promises when B. Salger made them because B. Salger intended to create restrictions and covenants that would affect Property.

224. Further, B. Salger intended and did subsequently bestow authority upon himself to enforce or ignore such restrictions and covenants.

225. B. Salger made the misrepresentations with the intent to deceive Plaintiff into believing Property would not be subjected to the authority of her neighbors.

226. B. Salger knew that Plaintiff would not purchase Property if Property were subjected to restrictions or covenants of a homeowners' association.

227. B. Salger deliberately misrepresented the scope and extent of the restrictions and covenants with the intent to induce Plaintiff to enter into a real estate contract for Property's purchase.

228. Plaintiff relied to her detriment on B. Salger's misrepresentation by entering into the real estate contract for Property's purchase.

229. Plaintiff's reliance on B. Salger's misrepresentations was both reasonable and justifiable because:

- a. B. Salger was a homeowner in the Grandview Bluff neighborhood;
- b. B. Salger was the real estate agent and Realtor representing Property's seller;
- c. B. Salger held himself out as a knowledgeable, reliable professional in all respects regarding Property's sale.

230. Specifically, Plaintiff had no reason to doubt the truthfulness of B. Salger's representations about the restrictions on Property because B. Salger was the real estate agent responsible for communicating critical facts of the transaction and conditions affecting Property.

231. As a direct and proximate result of relying on B. Salger's misrepresentations, Defendants damaged Plaintiff by an endless barrage of efforts by the Grandview Bluff attempting to control and otherwise restrict her use of Property, the related discrimination and harassment, and ultimately, the loss of her property entirely.

232. As a result of B. Salger fraudulently inducing Plaintiff to enter into the contract, Plaintiff is entitled to an award of damages in an amount to be proven at trial.

233. Additionally, in fraudulently misrepresenting the scope and extent of any such restrictions or covenants affecting Property, B. Salger acted with a desire to enrich himself and with a conscious disregard of how his conduct affected Plaintiff.

234. Additionally, in fraudulently misrepresenting the kind and quality of control that B. Salger planned to exercise over Property, B. Salger acted with a desire to enrich himself and with a conscious disregard for how his conduct affected Plaintiff in that B. Salger used his position of authority to harass and demean Plaintiff.

235. B. Salger's representations all revolved around having no association with authority to restrict Plaintiff's use or enjoyment of Property. B. Salger subsequently bestowed himself with this exact authority, which he used to harass and demean Plaintiff.

236. Plaintiff is, therefore, entitled to punitive damages.

237. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring Blake Salger, Salger Team, and Worth Clark's actions constitute fraudulent inducement;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Blake Salger, Salger Team, and Worth Clark's fraudulent inducement, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count XI – Violations of the Illinois Real Estate Act 225 ILCS 454/20-20 Against Blake Salger, Salger Team, and Worth Clark

238. Plaintiff incorporates the allegations listed above by reference.

239. At all relevant times, B. Salger was an Illinois Real Estate Agent licensed under the authority of the State of Illinois.

240. At all relevant times, B. Salger was subject to the duties and obligations imposed upon licensed agents under ILRA.

241. At all relevant times, B. Salger acted as an agent of Salger Team.

242. At all relevant times, B. Salger acted as an agent of Worth Clark.

243. B. Salger made these representations, more fully described above, throughout the course of this transaction, and he made these representations in his capacity as a licensed Illinois Real Estate Agent.

244. ILRA regulates B. Salger's license as B. Salger was a "Licensee" within the meaning of ILRA.

245. In part, ILRA reads:

"(a) Licensees shall treat all customers honestly and shall not negligently or knowingly give them false information. A licensee engaged by a seller client shall timely disclose to customers who are prospective buyers all latent material adverse facts pertaining to the physical condition of the property that are actually known by the licensee and that could not be discovered by a reasonably diligent inspection of the property by the customer. A licensee shall not be liable to a customer for providing false information to the customer if the false information was provided to the licensee by the licensee's client and the licensee did not have actual knowledge that the information was false. No cause of action shall arise on behalf of any person against a licensee for revealing information in compliance with this Section." (Emphasis added.)

225 ILCS 454/15–25(a).

246. At all relevant times, B. Salger acted as a licensee engaged by a seller client.

247. The facts, which were latent, material, and adverse, are not limited to the following:

- a. In response to LaCroix's inquiry regarding covenants, property lines, and future homeowners' associations, B. Salger represented that no covenants were in effect;
- b. B. Salger stated that covenants and restrictions were "null and void;"
- c. After B. Salger shared illegible covenants, he represented that a legible version did not exist;
- d. B. Salger represented that the illegible covenants had no effect, and,
- e. B. Salger represented Plaintiff would have input on any new covenants, restrictions, or homeowners' association.

248. B. Salger's misrepresentations violate the above-referenced Section of the ILRA.

249. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring Blake Salger, Salger Team, and Worth Clark violated ILRA;
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Blake Salger, Salger Team, and Worth Clark's violation of ILRA, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

Count XII - Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act 815 ILCS 505/1 et seq. Against Blake Salger, Salger Team, and Worth Clark

250. Plaintiff incorporates the allegations listed above by reference.

251. Plaintiff, Blake Salger, Salger Team, and Worth Clark are "persons" under 815 ILCS 505/1(c).

252. B. Salger's conduct as alleged herein, which affects home purchasers, involves trade practices addressed to the market and implicates consumer protection concerns.

253. B. Salger engaged in deceptive acts or practices, as defined in the Illinois Consumer Fraud and Deceptive Business Practices Act, affecting Property and B. Salger made these misrepresentations throughout the underlying real estate transaction.

254. Specifically, B. Salger made the following representations:

- a. In response to LaCroix's inquiry regarding covenants, property lines, and future homeowners' associations, B. Salger represented that no covenants were in effect;
- b. B. Salger stated that covenants and restrictions were "null and void;"
- c. After B. Salger shared illegible covenants, he represented that a legible version did not exist;
- d. B. Salger represented that the illegible covenants had no effect,
- e. B. Salger represented that a "traditional" voting structure would be incorporated in new covenants, meaning homeowners would be equally represented; and,

f. B. Salger represented Plaintiff would have input on any new covenants, restrictions, or homeowners' association.

255. B. Salger made these representations during the course of negotiating Property's sale.

256. B. Salger intended for Plaintiff to rely upon these misrepresentations of material fact in deciding whether to purchase Property, and Plaintiff did, in fact, rely upon them.

257. B. Salger's misrepresentations to Plaintiff were unjustified and were not privileged.

258. At all relevant times, B. Salger acted in his capacity as a realtor individually, as Salger Team's agent, and as Worth Clark's agent.

259. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

a. Declaring Blake Salger, Salger Team, and Worth Clark violated ICFDBPA;

b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Blake Salger, Salger Team, and Worth Clark's violation of the ICFDBPA, including compensatory and punitive damages;

c. Awarding Plaintiff her costs, expenses, and attorney's fees; and

d. Granting any additional relief as the Court deems just and proper.

Count XIII – Tortious Interference with a Contract Against Grandview Bluff

260. Plaintiff incorporates the allegations listed above by reference.

261. On or about September 4, 2021, Plaintiff and the Taakes entered into a contract for the purchase of Property.

262. On the same date, Plaintiff assumed a mortgage with Colonial Mortgage (“*Mortgagor*”) to fund the purchase of Property (“*Mortgage Agreement*”).

263. Mortgage Agreement granted Plaintiff, among other privileges, the right to reside in and make use of Property in exchange for, among other responsibilities, a monthly mortgage payment to Mortgagor.

264. Mortgage Agreement contained a mortgage payment comprised of a principal and interest payment reflective of the housing and loan market in September 2021.

265. At all times relevant to this action, Mortgage Agreement was valid and enforceable.

266. Grandview Bluff, through one or more of its agents or officers, knew that the Mortgage Agreement between Plaintiff and Mortgagor existed.

267. Throughout the relevant time period, as fully described above, Grandview Bluff, through one or more of its agents or officers, intentionally interfered with and caused the termination of Mortgage Agreement by engaging in harassing behavior.

268. Grandview Bluff, through one or more of its agents or officers, intentionally interfered with and caused the termination of Mortgage Agreement by engaging in discriminatory behavior.

269. Grandview Bluff, through one or more of its agents or officers, intentionally interfered with and caused the termination of Mortgage Agreement by violating one or more Illinois State laws, as described above.

270. Grandview Bluff, through one or more of its agents or officers, intentionally interfered with and caused the termination of Mortgage Agreement by engaging in violations of one or more federal and state laws, as described above.

271. Grandview Bluff, through one or more of its agents or officers, intentionally interfered with and caused the termination of Mortgage Agreement by engaging in a pattern of behavior that would naturally cause such a breach.

272. Grandview Bluff's interference was unjustified and was not privileged in any capacity to interfere with Mortgage Agreement in the manner described above.

273. As a direct and proximate result of Grandview Bluff's actions, Plaintiff incurred damages in an amount to be determined at trial.

274. Additionally, as a direct and proximate result of Grandview Bluff's actions, Plaintiff incurred consequential damages in an amount to be determined at trial. The consequential damages incurred by Plaintiff include, and are not limited to, her forced termination of Mortgage Agreement in favor of a new mortgage agreement with significantly less advantageous terms.

275. In tortiously interfering with Plaintiff's ability to reside in her home and thereby uphold the terms of Mortgage Agreement, Grandview Bluff acted with actual malice at worst or, in the alternative, gross negligence at best, showing a wanton disregard of Plaintiff's rights, as further described in the unlawful and unethical behavior contained in this pleading. Plaintiff is, therefore, entitled to punitive damages.

276. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:

- a. Declaring Grandview Bluff's actions constitute tortious interference with a contract.
- b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Grandview Bluff's tortious interference with a contract, including compensatory and punitive damages;
- c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
- d. Granting any additional relief as the Court deems just and proper.

COUNT XIV: Violation of the Illinois Civil Rights Remedies Restoration Act against All Defendants

277. Plaintiff incorporates the allegations listed above by reference.

278. Plaintiff is an individual entitled to protection under the Americans with Disabilities Act, and the Fair Housing Act.
279. Plaintiff is an individual entitled to protection pursuant to 775 ILCS 60/15.
280. Defendants above-mentioned actions are violations of Plaintiff's Civil Rights, as defined under 775 ILCS 60/15.
281. WHEREFORE, Plaintiffs pray that this Court enter an ORDER:
- a. Declaring Grandview Bluff, B. Salger, D. Demond, B. Bray-Stanely, and Worth Clark's actions constitute civil rights violations under 775 ILCS 60/5.
 - b. Awarding Plaintiff such damages as would fully compensate her for her injuries caused by Grandview Bluff, B. Salger, D. Demond, B. Bray-Stanely, and Worth Clark's civil rights violations, including compensatory and punitive damages, emotional pain and suffering, and other nonmonetary losses that may determined by a jury or a court sitting without a jury, but in no case less than \$4,000;
 - c. Awarding Plaintiff her costs, expenses, and attorney's fees; and
 - d. Granting any additional relief as the Court deems just and proper

Jury Demand

282. Plaintiff requests a trial by jury on all issues triable by jury.

Dated: February 6, 2024

Respectfully submitted,

KENNEDY HUNT, P.C.

/s/ Michelle K. Faron

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