

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

DOROTHY GAUTREAUX, et al.,	)	
	)	
Plaintiffs,	)	66 C 1459
	)	
v.	)	
	)	Hon. Marvin E. Aspen
CHICAGO HOUSING AUTHORITY,	)	
	)	
Defendant.	)	

**NOTICE OF MOTION**

TO: Alexander Polikoff, Esq. BUSINESS AND PROFESSIONAL PEOPLE FOR THE PUBLIC INTEREST 17 E. Monroe Street, Suite 212 Chicago, Illinois 60603	Michael L. Shakman, Esq. Barry A. Miller, Esq. MILLER, SHAKMAN, HAMILTON, KURTZON & SCHLIFKE 208 South LaSalle Street, Suite 1100 Chicago, Illinois 60604
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PLEASE TAKE NOTICE that on Tuesday, April 21, 1998, at 9:30 am we will appear before the Honorable Marvin E. Aspen, at 219 S. Dearborn, Chicago, Illinois, and then and there present CHICAGO HOUSING AUTHORITY'S MOTION TO STRIKE MATTER FROM THE RECORD ON APPEAL, a copy of which is attached hereto and served upon you.

Dated: April 16, 1998  
Chicago, Illinois



Nancy Eisenhauer  
Skadden, Arps, Slate, Meagher & Flom (Illinois)  
333 West Wacker Drive, Suite 2100  
Chicago, IL 60606  
(312) 407-0700  
Counsel for Defendant  
CHICAGO HOUSING AUTHORITY

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FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

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CHICAGO HOUSING AUTHORITY,	)	
	)	
Defendant.	)	

**CHICAGO HOUSING AUTHORITY'S MOTION  
TO STRIKE MATTER FROM THE RECORD ON APPEAL**

Defendant, Chicago Housing Authority (the "CHA"), respectfully requests, pursuant to Federal Rule of Appellate Procedure 10(e) and Circuit Rule 10(b), to strike all of the documents included in the record on appeal in the appeal numbered 98-1807, with the exception of those items indicated in Exhibit 1. Plaintiffs are in agreement as to the correct content of the record on appeal, and have consented to the filing of this motion to correct the record on appeal.

1. On April 8, 1998, the CHA filed in the district court Descriptive List of Documents (attached hereto as Exhibit 1), to be included in the record on appeal. The items on the list are those items directly related to the CHA's Motion To Clarify. It is this Court's order with regard to the Motion To Clarify that is the subject of the appeal.

2. On April 15, 1998, the CHA was notified by the clerk of the district court that the clerk had included as a part of the record on appeal virtually all of the documents filed in this case since May of 1993. The notification from the the district court is attached hereto as Exhibit


2.

3. On April 15, 1998, plaintiffs' counsel indicated to undersigned counsel that plaintiffs did not object to the filing of this motion, nor to the list of items set forth in Exhibit 1.

WHEREFORE, for the foregoing reasons, the CHA respectfully requests that this Court order the clerk of the court to correct the record on appeal by striking all of the items currently included in the record on appeal, with the exception of those items set forth in Exhibit 1.

Respectfully submitted,

Jerome M. Butler  
General Counsel  
Chicago Housing Authority

  
Susan Getzendanner  
Nancy S. Eisenhower  
Skadden, Arps, Slate, Meagher & Flom (Illinois)  
333 W. Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
Counsel for Defendant  
CHICAGO HOUSING AUTHORITY

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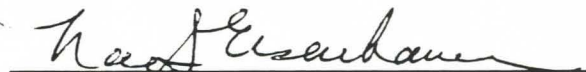
**DESCRIPTIVE LIST OF ITEMS  
TO BE INCLUDED IN RECORD ON APPEAL**

Defendant, Chicago Housing Authority (the "CHA"), pursuant to Circuit Rule 10 and Federal Rule of Appellate Procedure 10(b), respectfully submits the following list of items to be included in the record of appeal that is scheduled to be forwarded to the appellate court on April 10, 1998.

The order being appealed was issued in response to the CHA's Emergency Motion To Clarify Injunction, filed on September 30, 1997. The items highlighted on the attached excerpt of the docket sheet (attached hereto as Exhibit A) are the original motion and memoranda filed in connection with the order that is being appealed. Only the highlighted items from the docket sheet should be included in the record on appeal.

In addition, the record on appeal should include the transcript of the oral argument attached hereto as Exhibit B.

Respectfully submitted,



Nancy S. Eisenhower  
Skadden, Arps, Slate, Meagher & Flom (Illinois)  
333 W. Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
Counsel for Defendant  
CHICAGO HOUSING AUTHORITY



- 9/26/97 -- MEMORANDUM by plaintiffs in support of motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] (Exhibits). (tj) [Entry date 09/30/97]
- 9/26/97 -- JOINT STATEMENT by defendant CHA regarding plaintiffs' motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] (tj) [Entry date 09/30/97]
- 9/30/97 -- MINUTE ORDER of 9/30/97 by Hon. Marvin E. Aspen : Answer brief to plaintiffs' motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] due 10/15/97. Reply to answer brief due 10/24/97. Ruling on plaintiffs' motion for award of attorneys' fees against defendant by mail. Mailed notice (tj)
- 9/30/97 -- EMERGENCY MOTION by defendant CHA to clarify injunction ; Notice of motion (tj) [Entry date 10/03/97]
- 9/30/97 -- MEMORANDUM by defendant CHA in support of motion to clarify injunction [0-1] (Attachments); Notice of filing (tj) [Entry date 10/03/97]
- 9/30/97 -- MOTION by defendant CHA for leave to file instanter memorandum in excess of 15 pages ; Notice of motion (tj) [Entry date 10/06/97]
- 10/03/97 -- MINUTE ORDER of 10/3/97 by Hon. Marvin E. Aspen : Answer brief to defendant CHA's emergency motion to clarify injunction [0-1] due 10/20/97. Reply to answer brief due 10/27/97. Mailed notice (tj)
- 10/3/97 -- MINUTE ORDER of 10/3/97 by Hon. Marvin E. Aspen : Defendant CHA's motion for leave to file instanter memorandum in excess of 15 pages is granted [0-1]. No notice (tj) [Entry date 10/06/97]
- 10/14/97 -- MOTION by plaintiffs for agreed revised briefing schedule ; Notice of motion (mc) [Entry date 10/23/97]
- 10/15/97 -- RESPONSE by defendant CHA to plaintiff's motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] (Exhibits); Notice of filing (tj) [Entry date 10/17/97]
- 10/17/97 -- MINUTE ORDER of 10/17/97 by Hon. Marvin E. Aspen : Plaintiffs' motion for agreed revised briefing schedule is granted [0-1]. Materials in opposition to defendants' motion to clarify injunction [0-1] shall be filed on or before 11/18/97. Defendant's reply shall be filed by 12/4/97. Mailed notice (mc) [Entry date 10/22/97]
- 10/17/97 -- AGREED ORDER (mc) [Entry date 10/28/97]

Proceedings include all events.

TERMED APPEAL

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

CONV

- 10/20/97 -- RESPONSE of cross-defendant The United States Department of Housing and Urban Development to Chicago Housing Authority's emergency motion to clarify injunction [0-1] (Exhibit). (tj) [Entry date 10/21/97]
- 10/24/97 -- REPLY by plaintiffs in support of plaintiffs' motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] (Exhibit); Notice of filing (tj) [Entry date 10/27/97]
- 11/5/97 -- JOINT MOTION by plaintiffs and Defendant CHA for an order designating a near north revitalizing area and authorizing the acquisition of public housing units therein. (tjm) [Entry date 11/07/97]
- 11/5/97 -- MEMORANDUM by plaintiffs and Defendant CHA in support of joint motion for an order designating a near north revitalizing area [0-1] and authorizing the acquisition of public housing units therein [0-2] (Exhibits). (tjm) [Entry date 11/07/97] [Edit date 11/07/97]
- 11/6/97 1 AGREED ORDER regarding joint motion for an order designating a near north revitalizing area [0-1] and authorizing the of public housing units therein [0-2] (tjm) [Entry date 11/07/97]
- 11/6/97 -- MINUTE ORDER of 11/6/97 by Hon. Marvin E. Aspen : Joint motion for an order designating a near north revitalizing area [0-1] and authorizing the acquisition of public housing units therein granted. [0-2] Enter Agreed Order. Mailed notice (tjm) [Entry date 11/07/97]
- 11/14/97 -- MOTION by plaintiffs for an agreed revised briefing schedule ; Notice of motion. (tjm) [Entry date 11/19/97]
- 11/18/97 -- AGREED ORDER regarding motion for an agreed revised briefing schedule [0-1] (tjm) [Entry date 11/19/97]
- 11/18/97 -- MINUTE ORDER of 11/18/97 by Hon. Marvin E. Aspen : Plaintiffs' motion for an agreed revised briefing schedule granted. [0-1], [0-1] Enter Order: amaterials in opposition to defendant's said motion to clarify injunction shall be filed on or before 12/03/97. Defendant's [0-1] reply shall be filed on or before 12/18/97. Mailed notice (tjm) [Entry date 11/19/97]
- 12/19/97 -- RECEIVER'S STATEMENT regardint the Chicago Housing Authority's emergency motion to clarify injunction (Exhibits); Notice of filing. (tjm) [Entry date 12/23/97]
- 12/19/97 -- MOTION by plaintiffs for leave to file instant memorandum in excess of 15 pages ; Notice of filing and motions (tj) [Entry date 12/24/97]



Proceedings include all events.

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

TERMED APPEAL

CONV

- 12/19/97 -- MOTION by plaintiffs to schedule oral argument (tj)  
[Entry date 12/24/97]
- 12/19/97 -- RESPONSE by plaintiff to CHA emergency motion to clarify  
injunction [0-1] (tj) [Entry date 12/24/97]
- 12/19/97 -- EXHIBITS to plaintiffs' response to CHA emergency motion to  
clarify injunction. (tj) [Entry date 12/24/97]
- 12/23/97 -- MINUTE ORDER of 12/23/97 by Hon. Marvin E. Aspen :  
Plaintiffs' motion for leave to file instanter memorandum  
in excess of 15 pages [0-1] and plaintiffs' motion to  
schedule oral argument is granted [0-1]. Telephoned notice  
(tj) [Entry date 12/24/97]
- 1/7/98 -- MOTION by CHA to extend time to file its reply to  
plaintiffs' response to CHA's emergency motion to clarify  
injunction; Notice of motion (ar) [Entry date 01/09/98]
- 1/7/98 -- MINUTE ORDER of 1/7/98 by Hon. Marvin E. Aspen : Defendant  
CHA's motion to extend time to 01/16/98 to file reply to  
plaintiffs' response to CHA's motion to clarify injunction  
is granted [0-1]. Mailed notice (ar) [Entry date 01/09/98]
- 1/16/98 -- MOTION by defendant CHA for leave to file instanter  
memorandum in excess of 15 pages ; Notice of motion  
(Temporarily unavailable for docketing.) (tj)  
[Entry date 01/26/98]
- 1/23/98 -- MINUTE ORDER of 1/23/98 by Hon. Marvin E. Aspen : Defendant  
CHA's motion for leave to file instanter memorandum in  
excess of 15 pages is granted [0-1]. Telephoned notice (tj)  
[Entry date 01/26/98]
- 1/23/98 -- *1 Document* REPLY memorandum by defendant CHA in support of CHA's  
emergency motion to clarify injunction [0-1] and response  
to receiver's statement; Notice of filing (tj)  
[Entry date 01/26/98]
- 1/23/98 *4* RESPONSE by defendant CHA to receiver's statement and reply  
memorandum in support of CHA's emergency motion to clarify  
injunction; Notice of filing (tj) [Entry date 01/26/98]
- 1/28/98 -- MINUTE ORDER of 1/28/98 by Hon. Marvin E. Aspen : Oral  
arguments on defendant's motion to clarify injunction [0-1]  
is set for 10:30 2/10/98. Mailed notice (mk)  
[Entry date 01/29/98]
- 1/29/98 -- TRANSCRIPT of proceedings for the following date(s):  
08/12/97 before Honorable Marvin E. Aspen (dk)  
[Entry date 01/30/98]

Proceedings include all events.

TERMED APPEAL

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

CONV

2/10/98 -- SCHEDULE set on 2/10/98 by Hon. Marvin E. Aspen : Oral arguments held on defendant's motion to clarify injunction. No notice (gl) [Entry date 02/11/98]

2/23/98 -- MEMORANDUM, OPINION, AND ORDER (tlm) [Entry date 02/25/98]

2/23/98 -- MINUTE ORDER of 2/23/98 by Hon. Marvin E. Aspen : Enter Memorandum Opinion and Order: We hold that the judgment order governs the CHA's use of HOPE VI funds. Accordingly, any construction of public housing in Cook County must conform to the judgment order's locational requirements. Defendant's motion to clarify is denied. [0-1] Mailed notice (tlm) [Entry date 02/25/98]

2/26/98 -- NOTICE OF APPEAL by defendants CHA and Joseph Shuldiner from motion minute order [0-1], from order [0-1] ( \$105.00 Paid) (cmf) [Entry date 03/31/98]

3/13/98 -- MOTION by plaintiff for further relief ; Notice of motion. (tlm) [Entry date 03/24/98]

3/18/98 -- MEMORANDUM by plaintiffs in support of their motion for further relief (Exhibits). [0-1] (tlm) [Entry date 03/24/98]

3/20/98 -- MOTION by CHA to stay order pending appeal (Exhibit); Notice of motion. (tlm) [Entry date 03/24/98]

3/23/98 -- RESPONSE by CHA to plaintiffs' motion for further relief ; Notice of filing. [0-1] (tlm) [Entry date 03/24/98]

3/24/98 -- MINUTE ORDER of 3/24/98 by Hon. Marvin E. Aspen : Answer brief to Plaintiffs' motion for further relief [0-1] due 03/31/98. Reply to answer brief due 4/2/98. Mailed notice (tlm)

3/24/98 -- MINUTE ORDER of 3/24/98 by Hon. Marvin E. Aspen : Answer brief to defendant's motion to stay order pending appeal due 03/31/98. [0-1] Reply to answer brief due 4/2/98. Mailed notice (tlm)

3/26/98 -- SUGGESTION on the record of class representatives' death by plaintiffs; Notice of filing. (tlm) [Entry date 03/30/98]

3/31/98 -- MAILED LETTER regarding docketing statement unacknowledged by defendants CHA and Joseph Shuldiner. (cmf)

3/31/98 -- TRANSMITTED to the 7th Circuit the short record on appeal . Mailed notice to all counsel. (cmf)



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

DOROTHY GAUTREAU, et al.,	)	Docket No. 66 C 1459
	)	No. 66 C 1460
Plaintiffs,	)	
	)	
vs.	)	Chicago, Illinois
	)	February 10, 1998
SAMUEL R. PIERCE, et al.,	)	10:30 o'clock a.m.
	)	
Defendants.	)	

TRANSCRIPT OF PROCEEDINGS - STATUS  
BEFORE THE HON. MARVIN E. ASPEN

**APPEARANCES:**

For the Plaintiffs:	MR. ALEXANDER POLIKOFF Business and Professional People for the Public Interest (17 East Monroe Street Chicago, Illinois 60603)
For Defendant CHA:	SKADDEN ARPS SLATE MEAGHER & FLOM BY: MS. SUSAN GETZENDANNER (333 West Wacker Drive Chicago, Illinois 60606)
For Defendant Department of Housing and Urban Development:	MR. JOHN A. JENSEN (77 West Washington Street Chicago, Illinois 60604)

1 THE CLERK: 66 C 1459, Gautreaux versus CHA.

2 MS. GETZENDANNER: Good morning, Judge.

3 MR. POLIKOFF: Good morning, your Honor.

4 THE COURT: Good morning.

5 Okay. This is the motion of the CHA, so I guess the  
6 CHA will go first, right?

7 MS. GETZENDANNER: Judge, if you have any questions, I  
8 would be happy to answer them, otherwise I am content to rely  
9 on the briefs, so long as I can go after these fellows.

10 THE COURT: Okay.

11 Anything you wish to say?

12 MR. POLIKOFF: I will be happy to start, your Honor.

13 THE COURT: All right.

14 MR. POLIKOFF: Thank you.

15 Your Honor, as we see it, CHA advances two basic  
16 arguments to support its view that the judgment order does not  
17 apply to new HOPE VI funded public housing. One is that the  
18 order only covers funding that adds to the aggregate housing  
19 stock, not replacement funding; and the other is that the  
20 judgment order's locational requirements are incompatible with  
21 HOPE VI. And if you were to rule that the order applies to new  
22 HOPE VI housing, you would effectively eject CHA from the HOPE  
23 VI ballgame.

24 I will address these two basic arguments momentarily  
25 and persuade you, I believe, that the judgment order clearly

1 does cover replacement housing based on its language, its logic  
2 and the conduct of the Court and the parties in carrying it  
3 out. And we will also show that there is no incompatibility  
4 whatsoever between the judgment order and HOPE VI.

5 But first I would like, in a few words, to place this  
6 HOPE VI dispute within the larger framework of the litigation.

7 The Fisher and Hickman affidavits attached to our  
8 brief demonstrate that a dramatic current racial imbalance  
9 still persists in CHA's housing stock. Largely thanks to the  
10 receivership and your subsequent orders, the figure has been  
11 reduced from 99 percent to the middle 80's, but we've still got  
12 a long way to go.

13 It is, of course, indisputable that sufficient  
14 desegregated housing opportunities for plaintiff class families  
15 have not been provided to enable anyone to say -- and CHA  
16 doesn't even assert -- that this principle remedial purpose of  
17 the judgment order has been achieved.

18 Under these circumstances, the law places the burden  
19 on CHA, not the plaintiffs, to show that the current racial  
20 imbalance is not traceable in a proximate way to the prior  
21 violation. That's a quote, as you may recognize, from Freeman  
22 versus Pitts, 503 U.S. at 494.

23 And subsequent to Freeman the Supreme Court in U.S. v.  
24 Fordice reiterated the same point, quote, that the burden of  
25 proof falls on the state, not the aggrieved plaintiffs, to

1 establish that it has dismantled its prior de jure segregated  
2 system.

3 Therefore, your Honor, with a current racial imbalance  
4 not shown by CHA to be divorced from its original  
5 constitutional wrong and as yet unachieved principle remedial  
6 purpose, the law stands flatly opposed to CHA's desire to have  
7 the judgment order interpreted in a relief-limiting way.

8 We've set forth some of the relevant cases at pages 13  
9 to 17 of our written response. CHA's reply brief doesn't  
10 address those cases, doesn't even refer to CHA's continuing  
11 desegregation obligation. And I suggest, your Honor, that  
12 those cases provide the legal framework within which the CHA  
13 arguments, to which I now turn on the HOPE VI matter, must be  
14 considered.

15 The first of the two major CHA arguments that the  
16 judgment order should be interpreted as not applying to  
17 replacement housing, flies in the face of the unambiguous  
18 language of the judgment order. Indeed, CHA concedes that HOPE  
19 VI funded replacement housing is covered by the dwelling unit  
20 definition in the judgment order.

21 CHA says -- and I quote from page 6 of its reply brief  
22 -- quote, the CHA does not disagree that HOPE VI funded units  
23 would come within the definition of dwelling unit in the  
24 judgment order. It's perfectly understandable that CHA doesn't  
25 disagree. That dwelling unit definition was obviously written



1 to cover every imagineable way in which CHA might provide new  
2 housing -- and I am quoting now from the order -- directly or  
3 indirectly, whether in a structure owned in whole or in part by  
4 CHA, whether or not newly constructed, whether otherwise made  
5 available by or through CHA.

6 Plainly, Judge Austin was strained not to overlook any  
7 kind of new housing CHA might provide.

8 THE COURT: How about replacement housing on the site  
9 that's demolished?

10 MR. POLIKOFF: Replacement housing -- it is new  
11 construction -- is covered by this, your Honor, clearly, new  
12 housing initially made available after the date of the judgment  
13 order. And as I will show you in a moment, you have already  
14 ruled, already exercised jurisdiction over replacement housing  
15 designed for precisely that purpose.

16 THE COURT: How does that differ from a situation  
17 where CHA might rehab completely?

18 MR. POLIKOFF: Big difference, because the judgment  
19 order says, "initially made available after the date of the  
20 order."

21 As we pointed out in our briefs, we have not sought --  
22 ever in this case we have not sought to stretch the judgment  
23 order to cover a rehab of a prior unit.

24 We have only said, when you are putting up a new unit,  
25 even if it's in replacement of a demolished unit, it's covered

1 by the language of the judgment order, which, as I point out,  
2 CHA itself concedes.

3 THE COURT: As a practical matter, is there really any  
4 difference between the two?

5 Let's assume a hypothetical of 100 units; CHA razes  
6 the building, puts up another building of 100 units, or, CHA  
7 takes that original building, really guts it, rehabs it and  
8 comes up with 100 units. You're saying one would be treated  
9 differently than the other?

10 MR. POLIKOFF: Enormous difference, your Honor. Why?

11 THE COURT: But as a practical matter, should there be  
12 any difference?

13 MR. POLIKOFF: Yes, there should be, and I will tell  
14 you why.

15 If CHA razes a 100-unit building and is going to build  
16 100 new replacement units, it has the opportunity thereby to  
17 provide relief for the plaintiff class, because the 100 new  
18 units don't have to be built in the same place that the razed  
19 building stands. If you're gutting a building and rehabbing it  
20 on site, you don't have that opportunity.

21 So desegregation opportunities, relief for the  
22 plaintiff class, can be provided by the new 100 units. You can  
23 put 50 of them out there, 50 of them in here, under your  
24 current orders 50/50, so we would get 50 units of desegregated  
25 housing.

1           If, on the other hand, they are simply rehabbing a  
2 building, we could have drafted the order differently -- I  
3 don't know whether Judge Austin would have gone along -- but we  
4 made a distinction right at the outset between -- and he made a  
5 judgment order on his own, a judgment decision on his own, I am  
6 not going to tell CHA how to run its existing housing stock.  
7 They want to rehab it -- and we didn't oppose that. We never  
8 argued for that.

9           The distinction then is the distinction between an  
10 opportunity to provide remedial housing opportunities to the  
11 plaintiff class through newly constructed housing which has no  
12 locational requirements imposed upon it and rehabbing an  
13 existing building which obviously isn't being moved.

14           From the look on your face, I'm not sure you're 100  
15 percent persuaded, but --

16           THE COURT: Well, following your construction, CHA may  
17 have the -- assuming that your construction is the one that  
18 will be followed, CHA may have the very difficult task of  
19 making a policy decision that would be more costly.

20           For example, if CHA decides that it wants to keep the  
21 100 units in the hypothetical building that I suggested and the  
22 cost to rehab those units is more than the cost to raze the  
23 building and put up 100 new units, CHA would be in a position  
24 of having to pay that extra cost in order to keep those units  
25 at the same site.

1           MR. POLIKOFF: They may very well, your Honor, if the  
2 economics worked out that way; they might work out differently.  
3 But --

4           THE COURT: It's taxpayers' money that we're talking  
5 about, though.

6           MR. POLIKOFF: Yes, but if CHA has an obligation to  
7 provide desegregation housing opportunities to the plaintiff  
8 class members, which it does, that decision as to which way to  
9 go ought to include a consideration of that persisting CHA  
10 obligation to provide desegregation.

11           Indeed, I would argue -- not here arguing this point,  
12 but in a hypothetical situation I would argue that that  
13 obligation to provide desegregation housing for the plaintiff  
14 class should weigh very heavily in CHA's decision-making.

15           But we have not tried to get into that, your Honor.  
16 And if they decide to rehab under the language of the order,  
17 they are free to do it without consequences under the Gautreaux  
18 orders.

19           I pointed out that your Honor is being asked to  
20 interpret the order in a way that does violence to its  
21 language. For the reasons we have just discussed, it also does  
22 violence to the logic.

23           The purpose of the order can be served, i.e.,  
24 desegregation housing opportunities provided to the plaintiff  
25 class through replacement housing just as effectively as



1 through incremental housing. So the purpose of the order also  
2 argues for not imposing the restrictive limitation on it that  
3 CHA is proposing. Indeed, I would say that CHA's request to  
4 you is at war not only with the language of the order, but also  
5 with its logic.

6 Finally, and perhaps most tellingly, the Court and the  
7 parties have already interpreted the judgment order to embrace  
8 replacement housing, starting with the Court's order of  
9 December 10, 1993. The order is cited and discussed in the  
10 briefs, but I've made extra copies for the Court and counsel.  
11 This is the order that HUD calls the nunc pro tunc order.

12 (Document tendered.)

13 MR. POLIKOFF: Do you need an extra copy?

14 MS. GETZENDANNER: Sure.

15 MR. POLIKOFF: On page 2 and 3 of this so-called nunc  
16 pro tunc order, you see that paragraph -- it's at the bottom of  
17 page 2 -- paragraph number 1 refers to CHA funding applications  
18 for the familiar 18 units in Lawndale.

19 But paragraph 1 over at the top of page 3 now, your  
20 Honor, also covers an additional 377 units. And two project  
21 numbers are referenced there, which are at Washington Park,  
22 which is at North Kenwood/Oakland, for 187 units, and Cabrini  
23 Green for 190, making the total of 377.

24 Paragraph 2 of the order in the middle of page 3  
25 authorizes the joint venture, led by Habitat as Receiver and

1 previously approved by the Court, to develop those 18 Lawndale  
2 units. And then if you drop down to paragraph 4, at the bottom  
3 of page 3, you see that that authorizes the same joint venture  
4 to develop the 377 Washington Park and Cabrini units.

5 Now, your Honor, a couple of months before you entered  
6 this order the funding for these same 377 units had begun to  
7 come from HUD.

8 On September 10, 1993, HUD notified CHA that its  
9 funding application for these Washington Park and Cabrini units  
10 had been partially approved, quote -- and I emphasize this --  
11 for replacement housing. That's in one of the letters that was  
12 delivered to the Court and counsel early last week, and I  
13 emphasize those replacement housing words. In other words,  
14 your Honor, these 377 units were being funded with true  
15 replacement, not incremental dollars.

16 Incidentally, the same HUD letter, which is signed by  
17 Mr. Shuldiner, who was then in Washington with HUD, also says  
18 -- and I am quoting -- these fund reservations are conditioned  
19 upon agreement of the parties to the Gautreaux litigation and  
20 approval by the Court of the entity that will develop these  
21 replacement units, end quote.

22 So two months later, when the Court signed the nunc  
23 pro tunc order you're holding in your lap, it was not only  
24 authorizing the joint venture to develop true replacement  
25 housing funded with replacement, not incremental dollars; it

1 was also satisfying the HUD requirement that the Court and the  
2 Gautreaux parties agree on the entity to do the developing of  
3 those 377 units.

4 By the way, your Honor, the Gautreaux-funded portion  
5 of the 466 units at Horner, those are also true replacement  
6 dollars, not incremental dollars.

7 Now, of course, we pointed out in our brief, referring  
8 to this nunc pro tunc order, that true replacement housing  
9 funding had already been subjected to the Court's orders.

10 Now, what does CHA say about that? Well, in its reply  
11 brief CHA says correctly that the 18 Lawndale units are being  
12 built with incremental funding. But CHA is then thunderously  
13 silent about the Washington Park and Cabrini Green units,  
14 thereby implying that the nunc pro tunc order relates only to  
15 incremental funding and does not embrace true replacement  
16 funding as well.

17 We are not favored with an observation from CHA,  
18 therefore, your Honor, on the fact that the Court, with the  
19 written approval of all the parties -- you will note that that  
20 order was consented to in writing; the signature pages are also  
21 in your lap, by all the parties. The Court and all the parties  
22 already agreed upon an exercise by the Court of its  
23 jurisdiction over true replacement housing.

24 Parenthetically, I want to note that this nunc pro  
25 tunc order covers not only true replacement housing in a



1 non-HOPE VI context, which is Washington Park in North  
2 Kenwood/Oakland, but it also covers replacement housing funding  
3 to be used in a HOPE VI project at Cabrini Green, 190 out of  
4 those 377 units.

5           It's true, those aren't HOPE VI dollars, but they are  
6 dollars to be used in a HOPE VI project for the same  
7 replacement housing purpose as HOPE VI dollars themselves may  
8 be used.

9           In conclusion, your Honor, the replacement housing  
10 horse has long since left the barn. The Court, with the  
11 written concurrence of CHA and the other parties, has already  
12 exercised judgment-ordered jurisdiction over replacement  
13 housing, specifically including replacement housing for HOPE VI  
14 projects. And you've done this not just in the nunc pro tunc  
15 order but in subsequent orders.

16           As to the location of those replacement units, you  
17 will note that paragraph 4 of that order refers to subsequent  
18 orders having to do with location.

19           In the face, your Honor, of these several orders  
20 relating to North Kenwood/Oakland, Cabrini, Henry Horner and  
21 with the language of the judgment order concededly covering  
22 replacement housing, while the rationale of the order supports  
23 such coverage, it would be totally inappropriate to now reverse  
24 field and act inconsistently with a whole series of the Court's  
25 orders as well as extensive conduct of the parties based on



1 those orders.

2 I turn to the second major CHA argument, which is the  
3 supposed incompatibility between HOPE VI and the judgment  
4 order, a point made about a dozen times -- I counted them -- in  
5 the CHA's briefs.

6 HOPE VI and the judgment order are said to be  
7 inherently and absolutely inconsistent. We are told that CHA  
8 could not hope to be competitive in HOPE VI awards if the  
9 judgment order applied, and that denying CHA's motion is the  
10 functional equivalent of enjoining CHA from HOPE VI  
11 participation.

12 Simple answer to all this: It ain't true. It is not  
13 true if one compares HOPE VI and judgment order language, and  
14 it is not true if one looks at the competitive record of CHA in  
15 HOPE VI competitions.

16 Let me turn to the language first. CHA says -- and  
17 I'm quoting -- HOPE VI has clear locational requirements for  
18 which proposition it cites and quotes the HOPE VI statute which  
19 provides funding for addressing, as you know, severely  
20 distressed or obsolete public housing projects, for the HOPE VI  
21 statute does say the following: No more than 500 units shall  
22 be provided to each participating city, and such units shall be  
23 located in up to three separately defined areas containing the  
24 community's most severely distressed projects, including family  
25 high-rise projects, end quote. That's from the HOPE VI

1 statute, which is Exhibit B to CHA's brief.

2 And this is the locational requirement, the one I just  
3 quoted, to which CHA refers when it says we are, quote, clearly  
4 wrong in contending that HOPE VI has no locational requirements  
5 for replacement housing.

6 But, your Honor, this locational requirement I just  
7 quoted applies only to the 500 selected distressed or obsolete  
8 units, not to their replacement units. That's perfectly clear  
9 from the statutory, quote, such units, end quote, language that  
10 I just quoted. Just read it; you can see it.

11 Moreover, the same statute specifically says  
12 replacement housing may include tenant-based Section 8, which,  
13 of course, can be located anywhere.

14 Now, if there were any doubt about the statutory  
15 language point I am making, which there is not, there is a HUD  
16 HOPE VI handbook, as you know, and that would resolve the  
17 doubt.

18 For the guidebook says explicitly -- and the relevant pages are  
19 in the exhibits to the briefs -- that replacement housing may  
20 include, quote, construction of off-site housing, end quote,  
21 and it says not one word about where off site.

22 And if there were any doubt about that, under the  
23 heading Purpose of the HOPE VI Program, the guidebook includes  
24 the following quote as a purpose: Lessening concentrations of  
25 poverty by placing public housing in non-poverty neighborhoods.

1 Obviously the neighborhoods that contain the community's most  
2 distressed and obsolete public housing units are not likely to  
3 be non-poverty neighborhoods.

4 In short, your Honor, there exists no locational  
5 requirement for HOPE VI replacement housing at all, and CHA is  
6 simply wrong in implying that the locational requirement  
7 applicable to the 500 selected distressed or obsolete units  
8 applies to the replacement housing for those units.

9 Now, CHA then attempts to buttress this mistaken  
10 argument with a flat-out misstatement, presumably designed to  
11 show that contrary to the statutory and guidebook language,  
12 replacement housing is confined to these severely distressed  
13 neighborhoods.

14 Referring to each of CHA's HOPE VI applications, CHA  
15 says at page 15 of its reply brief, "All new construction was  
16 designated for neighborhoods that were in limited areas." And  
17 again, "No application called for the building of any new units  
18 in any general area."

19 From among many statements which demonstrate the  
20 contrary, I will refer to but one which has to do with  
21 replacement housing for Cabrini.

22 Here is what CHA said in its August 11, 1993  
23 application to HUD, which is another of the letters that was  
24 delivered to Court and counsel early last week. In this letter  
25 CHA seeks HUD's approval to demolish the first building it



1 wanted to tear down at Cabrini. The sentence appears under the  
2 heading, quote, Location of Replacement Units, and I now quote  
3 the sentence: The proposed new units will be built on  
4 scattered sites in community areas around the Cabrini Green and  
5 in other sites throughout the Chicago metropolitan area in  
6 accordance with the consent decree and subsequent orders of the  
7 Gautreaux litigation, end quote. That statement and the others  
8 like it cannot be reconciled with CHA's reply brief assertion  
9 that all new construction was designated for limited areas.

10 I turn to the competitiveness issue, the other aspect  
11 of this HOPE VI judgment order alleged incompatibility.  
12 CHA won its initial HOPE VI award at the end of '93 in a  
13 nationwide competition.

14 Now, look at the dates of the letters I've just  
15 referred to. In August '93 CHA says, we're going to develop  
16 replacement housing in accordance with Gautreaux. In September  
17 CHA receives its first HOPE VI replacement housing funding from  
18 HUD.

19 Moreover, we know what HUD believes from its own  
20 lawyer's legal opinion; I'm quoting from Receiver Exhibit B.  
21 Quote, in regard to the 377 replacement units for Cabrini and  
22 Washington Park approved for funding by HUD in September of '93  
23 and '94, the joint venture has clearly been authorized by Judge  
24 Aspen. Still quoting, we also believe that any funds under  
25 HOPE VI which go to replacement housing are currently a

1 Receiver responsibility. We do not believe the CHA currently  
2 has any development authority for non-elderly units, end quote.

3 Now, both the joint venture and the Receiver are, of  
4 course, obligated to adhere to the locational requirements of  
5 the judgment order, so HUD's understanding that HOPE VI  
6 replacement housing would be developed under Gautreaux clearly  
7 didn't render CHA uncompetitive.

8 It didn't render it uncompetitive at first, when it  
9 got the Cabrini award in '93, and it hasn't rendered it  
10 uncompetitive since, for subsequent to its Cabrini award CHA  
11 has received, as you know, two more HOPE VI awards: One for  
12 Robert Taylor and one for Henry Horner, ABLA.

13 Thus, your Honor, a HUD that believes replacement  
14 housing, including in HOPE VI projects, must be developed under  
15 Gautreaux, has awarded CHA three separate HOPE VI grants.

16 What is there, then, to support the competitiveness  
17 argument? In answer, your Honor, there's nothing but rhetoric.

18 In sum, there is no incompatibility between HOPE VI  
19 and the judgment order. And CHA has not been uncompetitive,  
20 even though HUD, not to mention CHA itself, has viewed the  
21 judgment order's locational requirements as applicable to HOPE  
22 VI public housing.

23 Now, before I conclude, having thus dealt with CHA's  
24 two principle arguments, I would like to address a couple of  
25 the CHA's subsidiary arguments very briefly, your Honor.

1           First, CHA says we haven't objected to its HOPE VI  
2 applications and, therefore, we must not ourselves believe that  
3 the judgment order covers new HOPE VI housing. And it derides  
4 our explanation; namely, that the applications covered  
5 non-housing matters as well that aren't covered by the judgment  
6 order.

7           Since this isn't the waiver of rights argument but an  
8 argument about what we believe, it's really not worth taking  
9 much of your time, for we have told CHA unambiguously what we  
10 believe. And I quote from our letter to CHA dated July 15,  
11 '97, which is CHA Exhibit F. Quote, it remains the Gautreaux  
12 position that court orders require the Receiver to develop all  
13 public housing units even though HOPE VI funds are used, end  
14 quote.

15           That is what we believe, that is what we have  
16 consistently told CHA we believe, and no tortured analysis is  
17 required to determine what we believe.

18           Second, CHA says in its reply brief that plaintiffs  
19 admit that the HOPE VI Cabrini project has gone forward without  
20 any involvement of the Receiver. And they add there is, quote,  
21 no dispute that the Receiver has had, quote, no role in the  
22 Cabrini HOPE VI project.

23           Your Honor, these assertions are simply not true. For  
24 example, among many other things, as a direct recipient from  
25 HUD of replacement housing for Cabrini, the Receiver is deeply



1 engaged in the development of the very first Cabrini  
2 replacement units. These are the 44 units in the Mohawk North  
3 development adjacent to Cabrini that you yourself drove right  
4 by, and they were pointed out to you in the bus tour  
5 Mr. Shuldiner took you on last year.

6 Now, recently Habitat submitted a public housing  
7 development proposal to HUD as Receiver for CHA -- it says it  
8 right on the cover -- for these very first replacement units in  
9 that Mohawk North development. This is the October 24th  
10 letter, also delivered to the Court and counsel last week.

11 These units, by the way, represent not only the first  
12 replacement unit at Cabrini, but a potentially important  
13 forward step toward mixed income housing for Gautreaux  
14 plaintiff class families because they are part of and dispersed  
15 throughout a market rate development.

16 Getting approval for these units from HUD is a big  
17 deal, as you can easily see by the thickness of the development  
18 proposal, which I'm not going to do anything more than show  
19 you. These are two thick volumes. (Indicating.)

20 The cover page, which you received as part of the  
21 letter that was given to you last week, says, CHA development  
22 proposal, Cabrini extension, replacement units, 44 units, the  
23 Habitat Company as Receiver for the Chicago Housing Authority  
24 Scattered Sites Program, two volumes to get HUD approval for  
25 those units. And it was Habitat, as Receiver, that submitted

1     that.

2             But another letter had to be sent, which was the  
3     fourth and final letter delivered to you and counsel last week.  
4     Why? Because on receipt of this huge two-volume development  
5     proposal for the 44 Mohawk North replacement units, HUD pointed  
6     out that a couple of the certifications contained in the  
7     proposal, the development proposal, were made by CHA and not by  
8     the joint venture.

9             You see, these first 44 units, replacement at Cabrini,  
10    are part of the original 190 units your nunc pro tunc order  
11    authorized the joint venture to develop. Under that order the  
12    joint venture, not CHA, has development authority for the  
13    units, so HUD wanted the certifications to come from the joint  
14    venture, not from CHA. And that's what was done in the second  
15    letter sent to HUD December 17, 1997. You have that letter and  
16    what was delivered last week.

17            The letter explicitly says, by the way, that the  
18    development proposal for these 44 units is submitted pursuant  
19    to your order of ten years ago appointing Habitat as Receiver.

20            So much, your Honor, for the assertions that the  
21    Cabrini HOPE VI project is going forward without any  
22    involvement of the Receiver.

23            A final CHA subsidiary argument seeks to draw an  
24    analogy between our current dispute here and your 1991  
25    Kenwood/Oakland order as well as a Seventh Circuit decision in

1 Romney. Suffice it to say that our controversy here is about  
2 developing new public housing, something clearly covered by the  
3 judgment order, whereas the 1991 Kenwood/Oakland order involved  
4 only rehabilitation of existing housing, something not covered  
5 by the judgment order, as we discussed a few minutes ago, and  
6 the Romney model city's order involved no housing at all.

7 Your Honor, you will be pleased to know I am ready to  
8 conclude.

9 Even if in the face of the language of the judgment  
10 order, the logic of the order and the conduct of the Court and  
11 the parties under the order, you were to accept CHA's view that  
12 the judgment order doesn't cover new HOPE VI housing, it would  
13 be the responsibility of the Court, as we have argued in our  
14 briefs, to exercise its, quote, inherent capacity to adjust  
15 remedies under Freeman, 503 U.S. at 487, to see to it that the  
16 remedial possibilities offered by the new HOPE VI funded public  
17 housing aren't lost to the plaintiff class.

18 But given the language, the logic and the conduct of  
19 the Court and the parties that we do have, the right answer is  
20 not to reach that issue of inherent capacity to adjust  
21 remedies, but simply to deny CHA's motion.

22 What is really at stake here, your Honor, is neither  
23 the figment of a judgment order that fails to embrace  
24 replacement housing, nor an imagined incompatibility between  
25 the judgment order and HOPE VI.



1           What is really at stake is whether CHA shall be free  
2   to replace its old high-rise ghettos with new low-rise ones  
3   and, thereby, deny Gautreaux families the remedial  
4   opportunities HOPE VI replacement housing holds out to them.

5           The judgment order in this case is all that prevents a  
6   CHA, whose briefs don't even mention its desegregation  
7   obligations, from once again taking great swaths of Chicago  
8   neighborhoods and thousands of families who have not yet  
9   received the relief they are entitled to, down the old familiar  
10   path of least resistance to hyper-segregation and concentrated  
11   poverty.

12           Happily, your Honor, the judgment order by reason of  
13   its language, its logic and your enforcement orders entered  
14   with the concurrence of all the parties, does stand in the way.

15           I thank you.

16           THE COURT: Thank you, Mr. Polikoff.

17           Before -- yes, Mr. Shakman, you want to say something  
18   on behalf of the Receiver?

19           MR. SHAKMAN: Yes. On behalf of the Receiver, if you  
20   would like to hear a little bit, we had some comments.

21           THE COURT: Sure.

22           MR. SHAKMAN: Really three points, your Honor.

23           First, Mr. Levin, who's present in court today and is  
24   available to answer any questions the Court may have,  
25   recognizes that he serves as the Court's agent and at the

1 Court's discretion. He has not sought to be and does not want  
2 to be in an adversarial relationship with anybody, but he does  
3 think to the extent he has information that bears on the issue  
4 before the Court, it's appropriate that he present that to the  
5 Court.

6 It's for that reason that we filed a brief on behalf  
7 of the Receiver. And in the brief we pointed out that from the  
8 beginning of the appearance on the radar screen of HOPE VI, the  
9 Receiver has taken the position that he reads the Court's order  
10 appointing the Receiver as requiring that the Receiver  
11 construct all new housing that is not elderly housing, and that  
12 that includes the HOPE VI program.

13 At times the CHA has agreed with that, and we have  
14 attached a letter from Mr. Eisendrath that reflects that  
15 agreement. At other times the CHA has not agreed with that, as  
16 they do not agree now.

17 Throughout that process Mr. Levin has asked me to  
18 emphasize his attitude has been to try to avoid unnecessary  
19 disputes with the CHA or with anyone else and to find a way of  
20 working through these problems. And he's often been able to do  
21 that by agreement with the CHA; for example, by operating under  
22 the title of development manager pursuant to an agreement with  
23 the CHA, which has permitted him to fulfill what he understands  
24 to be the obligation that he assumed when he became the Court's  
25 Receiver, and to do so in a manner that has been acceptable to

1 the CHA and has avoided unnecessary disputes. That's point  
2 one. I have two more points.

3 The second point I would like to make relates to  
4 correcting some errors that are found in the CHA's last brief  
5 that, of course, we didn't have an opportunity to respond to.  
6 Part of those issues have been addressed by Mr. Polikoff and I  
7 won't repeat what he has said. They relate to the Cabrini  
8 Green project.

9 But one point he didn't focus on that the Receiver has  
10 asked me to respond to, to mention, is this: The last brief  
11 filed by the CHA states in passing, but it's one of those  
12 passing comments that stings and hurts, that the Receiver has  
13 sought to extract a three percent fee solely for its work on  
14 these 44 townhouses that Mr. Polikoff just referred to.

15 The Receiver asked me to mention to the Court that its  
16 involvement in Cabrini Green went way beyond that. It included  
17 at least a thousand hours of effort, over a year-and-a-half in  
18 planning the redevelopment project, in hiring architects, in  
19 preparing the request for proposal that then generated ten  
20 responses.

21 In reviewing all of those responses and meeting with  
22 the city, with the Park District, with the Board of Education,  
23 of course with HUD, of course with the CHA, and in formulating  
24 plans and responding to a large redevelopment program, the  
25 Receiver also developed initially in Kenwood/Oakland the



1 concept of using rental units on a long-term lease basis for  
2 CHA resident housing, and that was then applied and that led to  
3 this 44-unit development in Mohawk North that is actually the  
4 first housing that -- new housing that Cabrini Green residents  
5 have moved into.

6 When it came time to build the 44 units, the  
7 Receiver's fee for that would have been \$120,000 computed at  
8 the three percent rate. The CHA's brief does not mention that  
9 the Receiver offered to accept less than that and, in fact,  
10 accepted \$35,000. And the brief doesn't mention that this was  
11 the first townhouse -- that the townhouse occasion was the  
12 first occasion on which the Receiver could seek to be  
13 compensated because it was the first project being built.

14 Perhaps this is more detail than the Court needs in  
15 connection with the present motion. I simply wanted to put it  
16 before the Court because we did not want to leave you with the  
17 impression that those inappropriate comments by the CHA,  
18 suggesting a mercenary attitude on the part of the Receiver,  
19 were accurate.

20 Indeed, Mr. Eisendrath and Mr. Shuldiner, both of the  
21 CHA, told the Receiver that they recognized that the Receiver  
22 was entitled to be compensated for efforts made in connection  
23 with Cabrini Green. The question was not whether but how it  
24 should be structured, out of what project funds it should come.

25 So then I would like to come, if I may, to the third

1 point that the Receiver would like me to make. And he is, as I  
2 mentioned, available in court to answer any questions the Court  
3 may have.

4 The third point is this: That from the Receiver's own  
5 experience in creating housing pursuant to the court order  
6 appointing him as Receiver, he has something to say about  
7 whether it is possible, as Mr. Polikoff says, or impossible, as  
8 CHA says, to provide housing that meets both the goals of HOPE  
9 VI and the goals of the Gautreaux receivership.

10 And what he has to say is this: If you look at the  
11 material that's attached as Exhibit B to the initial motion  
12 filed, the brief filed by CHA, it includes the guidebook  
13 published by HUD. And the guidebook makes it quite clear that  
14 the purposes of HOPE VI housing are, as Mr. Polikoff indicated,  
15 quote, tearing down the eyesores that are often identified with  
16 obsolete public housing and replacing them with homes that  
17 complement the surrounding neighborhoods and are attractive and  
18 marketable to the people they are intended to serve, end of  
19 quote. And that they are, quote, intended to lessen  
20 concentrations of poverty by placing public housing in non-  
21 poverty neighborhoods or by promoting mixed-income communities  
22 where public housing once stood, thereby ending the social and  
23 economic isolation of public housing residents, end of quote.

24 What Mr. Levin would like me to mention to the Court  
25 is that that is exactly what he has been doing in implementing

1 Gautreaux and in using HOPE VI funds, because ABLA and the  
2 Horner Phase II are both Receiver projects that use HOPE VI  
3 funds. So the notion of incompatibility is inconsistent with  
4 what is actually happening in the field.

5 And in doing that, the objective that is reflected in  
6 the HUD guidebook, which is a terribly important piece of  
7 national policy as well as Gautreaux objective, of  
8 deconcentrating and integrating public housing residents into  
9 the community so that they have an opportunity for all of the  
10 advantages that flow from that kind of deconcentration and that  
11 kind of integration, economic, educational, employment  
12 opportunities, many others -- that's precisely what the  
13 Receiver has been doing in working with the community, because  
14 there is an intensive community component in persuading  
15 communities that CHA replacement housing will be an asset to  
16 the community, in working with elected officials, in working  
17 with HUD, in working with the CHA.

18 The message that I have been asked to deliver, and I  
19 hope I have, is that there appears to be, to the Receiver, no  
20 incompatibility whatsoever between those two programs; that is,  
21 this Court's Gautreaux objectives and what the Receiver is  
22 actually doing in implementing Gautreaux housing, in some cases  
23 using HOPE VI funds.

24 If you have questions for Mr. Levin, he is available.

25 THE COURT: Thank you, Mr. Shakman.



1           Is there anybody from HUD here who wishes to address  
2   the Court?

3           MR. JENSEN: Good morning, your Honor. I am Jon  
4   Jensen. We did file a brief response.

5           THE COURT: I know you did.

6           MR. JENSEN: But we really had not been prepared to  
7   address this particular issue, unless you had any questions for  
8   us.

9           THE COURT: Well, by the fact that you have decided  
10   not to file a brief and are not prepared to address the issue,  
11   I take it that my ruling really is a non-issue as far as HUD is  
12   concerned?

13          MR. JENSEN: I think that is true.

14          I guess the only point is, we decided -- HUD decided,  
15   that is, to defer to the suggestion in CHA's original brief.  
16   In a footnote in their brief they claim that the issue was not  
17   who had development responsibility for HOPE VI funding but  
18   whether HOPE VI funded activity was subject to the basic order  
19   of the Court.

20          We had very definite opinions, very much reflected in  
21   Mr. Shakman's brief of the Receiver, that indeed the Receiver  
22   has all responsibility connected with the development, whether  
23   HOPE VI or otherwise.

24          But CHA indicated in its footnote that that was not  
25   the issue that was being presented to the Court. I think they

1 said that that would entail an entirely different briefing  
2 schedule and -- a motion and entirely different briefing. HUD  
3 as a department deferred to CHA's suggestion in that regard.

4 THE COURT: Thank you.

5 MR. JENSEN: Thank you.

6 THE COURT: Ms. Getzendanner?

7 (Brief pause.)

8 THE COURT: Let's take about a two-minute break for  
9 this case so I can call one other case and let the lawyers go  
10 on their way.

11 (Whereupon, the Court directed its attention to another  
12 matter on its call, after which the following proceedings were  
13 had herein:)

14 THE CLERK: Clerk 66 C 1459, Gautreaux versus CHA.

15 MS. GETZENDANNER: The CHA paid \$35,000 for these two  
16 volumes. They have paid him nothing more, the Receiver.

17 The Receiver has no contract with respect to Cabrini  
18 Green, he has no role with respect to Cabrini Green. He did  
19 ask for a three percent fee based on the building of the  
20 townhouses, and knowledge of that was more than the work he had  
21 done for which he could be compensated. I believe that's what  
22 he said. For the work where he could not be compensated, he  
23 wanted that fee to cover that work and the CHA refused. It's  
24 that simple.

25 There is no role for the Receiver at Cabrini Green and

1 that's been clear, I think, from the outset, since 1993.

2 To the extent that HOPE VI funds were made available  
3 to this Court and to the Gautreaux plaintiffs, those were  
4 pursuant to a set-aside that was negotiated back in 1993 when  
5 HUD was still in the case.

6 Basically what happened was, HUD agreed to 350 units  
7 that could be built with HOPE VI money, provided they got  
8 credit under Gautreaux for it. And so that's what brought the  
9 Gautreaux order into that 350 units.

10 HUD is no longer a party to the case, at least I don't  
11 think -- has it been dismissed?

12 THE COURT: I believe so.

13 MS. GETZENDANNER: They're not here.

14 So the only time HOPE VI money has been used has been  
15 for that, quote, replacement housing pursuant to a negotiated  
16 deal between HUD, the Receiver and the plaintiff.

17 No other HOPE VI funds have been drawn down, nothing.  
18 Nothing has been used at Cabrini Green. No HOPE VI funds are  
19 used there. They haven't been drawn down yet. HUD is waiting  
20 for the Court's order.

21 So there is no precedent here that HOPE VI funds have  
22 been used willy-nilly for replacement housing. That's not what  
23 has happened.

24 The public housing, a program that HOPE VI presents,  
25 is wildly different from the Gautreaux judgment. We believe



1 there are geographic requirements in the HOPE VI program. The  
2 whole thing talks about neighborhoods where distressed public  
3 housing exists.

4 If CHA were to submit an application that met the  
5 terms of the decree, it would provide 50 percent of any funds  
6 used for new construction would be used in general areas. And,  
7 Judge, it's the CHA's position that that is a non-starter.  
8 That will not be approved by HUD.

9 THE COURT: I think HUD has had the opportunity to  
10 speak to that point and apparently has chosen not to.

11 MS. GETZENDANNER: Pardon?

12 THE COURT: I say, HUD has had the opportunity to  
13 speak to that point and apparently has chosen not to.

14 MS. GETZENDANNER: There's no question that we have a  
15 letter from HUD that says that we cannot draw down the HOPE VI  
16 funds unless we get this Court's approval, and that's what  
17 drove us to file our motion. And we do not believe that the  
18 Court has jurisdiction over the HOPE VI funds.

19 The HUD lawyer who wrote the letter, I am told, was  
20 reprimanded for writing that letter. I don't think there's any  
21 basis for HUD's conclusion that the injunction governs HOPE VI.

22 They looked at the order appointing the Receiver,  
23 which is different. The Receiver has no authority if the  
24 plaintiffs have no authority. So the fact that the Receiver's  
25 order is broadly stated is not terribly relevant to what we are

1 raising with this Court, which is, what is the scope of this  
2 injunction.

3 Now, I think the best way to talk about why HOPE VI  
4 isn't covered by the injunction is to assume that it is. If  
5 HOPE VI applies to -- or, I'm sorry, if the injunction applies  
6 to HOPE VI, what will happen is that to present a competitive  
7 application to HUD we will need a waiver from this Court. We  
8 cannot submit a program that calls for 50 percent of new  
9 construction in general areas.

10 It's the waiver process that is the most intrusive,  
11 and we've spent a lot of time in our briefs talking about the  
12 waiver process. But here's how it goes in reality: CHA needs  
13 to get a waiver from the Court to do a HOPE VI program. That  
14 means the Court will ask us to negotiate with Mr. Polikoff, as  
15 plaintiffs' representative. And that's a perfectly appropriate  
16 thing for the Court to do, to ask the parties to sit down --

17 THE COURT: It's gone on for a couple decades.

18 MS. GETZENDANNER: Yes, no question about it. So we  
19 will sit down and negotiate.

20 Mr. Polikoff will begin the negotiations by first  
21 examining what neighborhood it is we're focusing on; next, what  
22 buildings do we want to demolish; next, what buildings do we  
23 want to rehabilitate; next, where are we going to build the  
24 replacement housing; and then it's going to go all the way down  
25 to tenant selection and then to all of the other miscellaneous

1 things that were brought to the attention of the Court by the  
2 Receiver in connection with Horner.

3 So the negotiation that would be required by the  
4 Court, and properly so, would bring the plaintiffs into the  
5 whole program. It's very intrusive. I don't think that their  
6 statement that all they care about is new construction -- the  
7 new construction of new units is just part of the whole. It's  
8 part of the whole program designed by CHA.

9 So they are going to want to negotiate from the  
10 beginning, and in order to get an agreed waiver we would have  
11 to negotiate.

12 Now, when CHA negotiates and they agree on a waiver  
13 and they bring it to you, they're not happy with that order.  
14 That's what they've been able to negotiate. That's not what  
15 they wanted, it's not what they hoped for, but it was what they  
16 were able to negotiate. So you would be subjecting the entire  
17 HOPE VI program to that process because you cannot expect any  
18 application to meet the HOPE VI objectives and comply with the  
19 injunction. The injunction will have to be waived.

20 And I think when you look at it that way, how can the  
21 injunction cover this, this whole program, which is designed to  
22 rehabilitate neighborhoods which are in limited areas? I don't  
23 -- all the social services, for example -- 20 percent of the  
24 funds have to be used for social services. I don't think you  
25 can build the units in general areas and have social services



1 make any difference.

2 The whole thing is pointing to neighborhood  
3 redevelopment and it's a new program. We cannot agree to waive  
4 the HOPE VI requirements. CHA has no power to do that.

5 I think when HUD was in the case this Court had a lot  
6 of authority because the HUD consent decree required them to  
7 build so many new units, but that authority is now gone. The  
8 Court can't tell HUD what to do, and I don't think the Court  
9 would want to. I think that really would interfere with the  
10 federalism concerns.

11 Mr. Polikoff argued in terms of HOPE VI presents an  
12 opportunity for desegregation opportunities for his class.  
13 HOPE VI does not provide a desegregation opportunity in the  
14 general areas; it simply does not. And that's what the whole  
15 injunction is tilted toward, building in general areas. It's a  
16 way to achieve integration. It's a 30-year-old way; it's not  
17 the way Congress is doing it today.

18 THE COURT: What about the language in the HOPE VI  
19 manual? It seems to be consistent with the aims of the  
20 plaintiffs.

21 MS. GETZENDANNER: Judge, think of the general areas  
22 in the City of Chicago. How can building in the few remaining  
23 general areas in the city help the reconstruction of the Robert  
24 Taylor home neighborhood? It can't. It's unconnected. It's  
25 not part of the program. It's an integrated program, it

1 requires demolition, rehabilitation, Section 8 certificates,  
2 building of new replacement units and social services, job  
3 training, the whole thing, all devoted to that neighborhood.  
4 And the goal is to make it an economically diverse  
5 neighborhood.

6 I don't think you can take a line out of a handbook  
7 and ignore the legislative history, the language of the  
8 statute, the fact that this is a new program that's supposed to  
9 reform public housing policy. It's a brand new program. It's  
10 never been before this Court before in this context directly:  
11 Does HOPE VI apply? Is it governed by the injunction?

12 The CHA is required under HOPE VI to work with the  
13 local government, which is the City of Chicago. There's no  
14 requirement to -- there's no opportunity to use HOPE VI funds  
15 for any remedial injunctive relief. After the Cisneros  
16 set-aside for the 350 units, Congress amended the act and said  
17 that's not going to happen again. So there really is no  
18 opportunity to use those monies for the Gautreaux remedy.

19 We did not respond to the cases cited in  
20 Mr. Polikoff's brief -- he made that point -- because they are  
21 general statements and totally inconsistent with the Seventh  
22 Circuit.

23 So if you look at the Seventh Circuit law, I don't  
24 think since alliance to end repression, which was my case -- I  
25 don't think there's been a consent decree that the Seventh

1 Circuit hasn't sent back for re-writing, which I think the  
2 Rockford case -- or totally rejected; they set it aside. So no  
3 consent decree has survived Seventh Circuit scrutiny.

4 I think there was a recent case --

5 THE COURT: CHA has never moved to terminate the  
6 consent decree.

7 MS. GETZENDANNER: Nor do we want to, Judge.

8 THE COURT: With your track record in the Seventh  
9 Circuit, it might be in your interest to do so.

10 (Laughter.)

11 MS. GETZENDANNER: We think that the evidentiary  
12 battle necessary to establish the grounds for changing the  
13 injunction would be very divisive for the community. You know,  
14 is there segregation, who's responsible for it, what impact  
15 does white flight have on it, what impact does any number of  
16 factors have to do with it. We don't want that fight, Judge.  
17 We don't want it for the community.

18 The Gautreaux remedy should stay in place. In the  
19 event future funding is made available which would permit the  
20 CHA to build housing in general areas, where we have an  
21 opportunity to use that funding for that purpose, a Gautreaux  
22 remedy will be there. Perhaps at that time we will move to  
23 vacate the decree, but there is no need to do that now.

24 Just as the Court held that the Section 8 certificates  
25 are not governed by this decree, there is no distinction



1     between that analysis and the HOPE VI funds.

2             We agree that the HOPE VI new construction, forgetting  
3     that it is replacement housing, that does fall within the  
4     definition of dwelling unit, no question about it. But we are  
5     asking the Court to construe the injunction in a way that's  
6     consistent with its requirements, and its requirements are  
7     geographical.

8             Judge Austin required the building of housing in  
9     general areas. He said, if you're going to build, build one  
10    here and three there, and now it's 50/50. And those kinds of  
11    requirements only are applicable to new housing, housing that  
12    adds to the stock.

13            THE COURT: How do you square that with the language  
14    that Mr. Polikoff read about replacement housing in the decree?

15            MS. GETZENDANNER: In the what?

16            THE COURT: How do you square that with the language  
17    that Judge Austin used which specifically dealt with  
18    replacement housing, the language that Mr. Polikoff read  
19    before?

20            MS. GETZENDANNER: I don't recall him saying that.

21            THE COURT: Okay.

22            MS. GETZENDANNER: Surely the rehabilitation process  
23    of existing housing was left to the CHA.

24            Mr. Polikoff, what did you say?

25            THE COURT: Well, he will have a chance in a minute.

1 MS. GETZENDANNER: I would like to respond. I just  
2 don't recall what he said.

3 THE COURT: I will let you respond to that later, if  
4 need be.

5 MS. GETZENDANNER: Okay.

6 I don't think that the Court should interpret the  
7 order as applying to HOPE VI because it is, in effect, an  
8 injunction against the CHA from applying for the funds. That's  
9 exactly the essence of it.

10 The CHA knows they're not going to get funds if you're  
11 going to build in general areas, so we can't apply. And we  
12 would suggest to the Court that that's as a result of the court  
13 order. And that raises concerns, federalism concerns,  
14 separation of power concerns, which we have addressed in our  
15 brief.

16 Judge, the program, the HOPE VI program, cannot be cut  
17 into pieces. It's an integrated, complex solution. Congress  
18 has said it's new, it's to reform a new way of thinking about  
19 public housing. It is clearly designed to repair neighborhoods  
20 that have been destroyed by distressed public housing.

21 There is no possibility that we can apply for funds  
22 and expect to use those funds for general areas.

23 We've gone back and forth in our briefs about who said  
24 what to whom. And again, we don't want an evidentiary battle  
25 here, but there are some things that are in the record,

1 including the letters Mr. Polikoff sent to you. But there are  
2 also clear indicia that plaintiffs have known for years that  
3 HOPE VI funds were not considered to be under the injunction.

4 On July 11, 1996, Mr. Cisneros wrote to Mr. Polikoff,  
5 and that's at Exhibit D attached to our original memorandum,  
6 and he says, as a matter of law we cannot use HOPE VI funds as  
7 a set-aside for Gautreaux. As a matter of law we can't do  
8 that. A set-aside to the Receiver is not appropriate because  
9 the statute in the first instance leaves to the public housing  
10 authority's discretion whether it wants to apply for a HOPE VI  
11 grant at all and how it would want to use the funds for which  
12 it applies.

13 So that's a clear statement by the then secretary of  
14 HUD that the HOPE VI money could not be used for the Gautreaux  
15 remedy, and this is after the 1993 set-aside, which did get  
16 through but which Congress then condemned with an amendment to  
17 the law. I withdraw condemned. They made sure it wasn't going  
18 to happen again.

19 So the plaintiffs have known. We think that their  
20 application on the Section 8 certificates is pretty positive  
21 proof that they didn't think HOPE VI was governed.

22 There's nothing in the record that should be binding  
23 on the CHA that their view is that the injunction covers HOPE  
24 VI funds. I don't think there's anything in Edwin Eisendrath's  
25 letter from several years ago; I don't think there's anything



1 in the record that should be binding on the CHA.

2 The CHA has taken the position since 1993 that HOPE VI  
3 funds are outside the scope of the decree.

4 Thank you.

5 THE COURT: Thank you, Ms. Getzendanner.

6 I have a couple of questions of Mr. Polikoff, which I  
7 will let you respond to, if you wish.

8 First of all, as a practical matter, assuming that the  
9 social service and job training dollars of HOPE VI are used in  
10 the area where the housing is demolished, how will the social  
11 service and job training dollars be available in the general  
12 areas? Is that a logistical problem?

13 MR. POLIKOFF: It isn't a problem because the  
14 objective is not one that's required or even sought. I have an  
15 example of that at Horner, which I will give you in a moment.  
16 Even though it's not a HOPE VI project, it presents the  
17 identical question you're raising.

18 I want to make it clear at the outset, in answering  
19 your question, that as I think is plain but it keeps getting  
20 blurred in CHA's written and oral presentations, we are not  
21 talking about all of HOPE VI funding and programs, including  
22 specifically the one you used in your question, the social  
23 service programs. We have not suggested, are not suggesting,  
24 we do not intend to suggest that your orders cover in any way  
25 the social service programs --

1 THE COURT: No, and I understand that completely.

2 MR. POLIKOFF: Okay.

3 THE COURT: I am just concerned about whether the  
4 persons in the new housing in the general areas will, by  
5 necessity, not have the benefit of the HOPE VI dollars for  
6 these other ancillary activities.

7 MR. POLIKOFF: It's up to CHA, your Honor, and I refer  
8 to the example of Horner. In Horner a vote was taken -- which  
9 is not a HOPE VI project but which CHA acknowledges in its  
10 brief in many respects is like a HOPE VI project.

11 The tenants were given an opportunity to express their  
12 choice with respect to the form of replacement housing, on  
13 site, in the neighborhood, in other neighborhoods, scattered  
14 site or Section 8. Roughly about half chose one, half chose  
15 the other. So half of the Horner people have been dispersed to  
16 other neighborhoods of the city.

17 Are the job training dollars, if there were any at  
18 Horner, all the social services activities at Horner, to follow  
19 those people to West Rogers Park? That's for CHA to decide or  
20 not to decide. I think it's pretty clear that they are not.

21 Indeed, there was supposed to be a family needs  
22 assessment taken under the Horner consent decree of all of the  
23 people, and my understanding is it's pretty well decided not to  
24 take such an assessment of people who have chosen to leave.  
25 But even if it is taken, not to follow up the services.

1           Ms. Getzendanner is right when she says there is a  
2 neighborhood focus to HOPE VI activities, and the focus on the  
3 neighborhood of the job training dollars would be perfectly  
4 appropriate.

5           If CHA wanted to offer any of those social services to  
6 people who moved, it would be up to them. They could do that;  
7 nothing to prevent them. We are not asserting, have not  
8 asserted, any claim by a Gautreaux on anything but the  
9 replacement housing, where it's located.

10           THE COURT: Okay.

11           Ms. Getzendanner --

12           MR. POLIKOFF: By the way, I want to add a footnote to  
13 what I just said. That's consistent with the language of HOPE  
14 VI. HOPE VI talks, as I quoted to you, about replacement  
15 housing going into non-poverty neighborhoods. There is not one  
16 indication in the statute or the guidebook that the HOPE VI  
17 proponent, in this case CHA, has got to follow those people  
18 into non-poverty neighborhoods with job training.

19           The whole theory of desegregation is that if you  
20 enable families to move into non-poverty neighborhoods, they  
21 would be forced to get into places where security is better,  
22 where access to jobs is better, where schools is better and  
23 they have a lesser need by reason of their location for social  
24 services.

25           THE COURT: You quoted some language earlier of Judge



1 Austin's that applied to replacement housing in particular.

2 Ms. Getzendanner, I think --

3 MR. POLIKOFF: Yes. I think Ms. Getzendanner is -- it  
4 pains me to say this, your Honor -- right and that we were not  
5 right in this respect.

6 THE COURT: All right.

7 MR. POLIKOFF: I think what she is referring to and  
8 what you were asking about was language that I quoted from the  
9 judgment order.

10 THE COURT: Okay.

11 MR. POLIKOFF: And it referred -- it didn't use the  
12 word replacement. It did talk in terms of housing provided  
13 directly or indirectly by CHA, whether in a structure owned in  
14 whole or in part by CHA, whether or not newly constructed or  
15 not, et cetera. It did not use the word replacement.

16 THE COURT: It did not use the word replacement.  
17 Okay. That's fine.

18 It's your contention that that language embraces  
19 replacement housing, is that correct?

20 MR. POLIKOFF: Well, not only the language embraces  
21 it, but as I argued, that's the rational thrust of the order,  
22 because through replacement housing you can provide  
23 desegregation opportunities. But, also, that your prior  
24 orders, the nunc pro tunc and subsequent orders --

25 THE COURT: I understand my prior orders. I just want

1 to make sure we all have the same reference to Judge Austin's  
2 --

3 MR. POLIKOFF: When I say embraces -- answer you  
4 affirmatively by saying, yes, it's my contention it embraces  
5 replacement housing, I mean that not because it says that in so  
6 many words, but that it obviously sought to cover all kinds of  
7 housing provided by CHA which could be used to provide  
8 desegregation opportunities, and replacement housing answers  
9 that description.

10 THE COURT: Okay. Thank you.

11 MR. POLIKOFF: Thank you, your Honor.

12 THE COURT: Do you want to reply to either of those  
13 points, Ms. Getzendanner?

14 MS. GETZENDANNER: No. I'm happy to have his  
15 concession.

16 MR. SHAKMAN: Mr. Levin asked me if I would poke my  
17 nose in for a moment. May I?

18 THE COURT: Sure.

19 MR. SHAKMAN: He asked me to make this point, that  
20 Cabrini, Horner II, which is a HOPE VI program, and ABLA, which  
21 involves HOPE VI money, none of those required a waiver from  
22 Gautreaux to permit a HOPE VI application. He asked me to  
23 underscore that point for the Court.

24 Therefore, the statement that automatically you must  
25 have a Gautreaux waiver in order to implement a HOPE VI

1 activity, for example, in those revitalizing areas, is not  
2 correct.

3 And I am going to resist the urge to further debate  
4 the scope of the --

5 THE COURT: You don't have to debate any ancillary  
6 issues. I understand your position.

7 MR. POLIKOFF: Your Honor, might I make one more  
8 observation?

9 THE COURT: Yes.

10 MR. POLIKOFF: Ms. Getzendanner has repeatedly said,  
11 both today and in the briefs, they couldn't file a HOPE VI  
12 application that provided 50/50. The answer is that in your  
13 Horner order you have clearly recognized that housing on site,  
14 if done under the right conditions imposed by your orders, as  
15 at Horner, mixed income and so on, under revitalizing  
16 conditions, is an alternative way of providing desegregation  
17 opportunities to the plaintiffs. And the Horner precedent  
18 stands against the contention that the only way is to do 50/50.

19 THE COURT: Okay. Thank you.

20 MS. GETZENDANNER: Your Honor, I just make the  
21 observation that there's your orders to which we could agree --  
22 CHA could agree to those orders. The CHA cannot agree to  
23 divert money from HOPE VI to general areas.

24 THE COURT: Okay. Thank you very much.

25 I will rule in due course and due course will be soon.



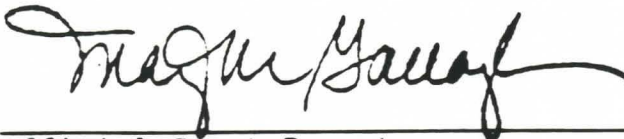
1 Thank you.

2 MR. POLIKOFF: Thank you, your Honor.

3 (Which were all the proceedings had at the hearing of  
4 the within cause on the day and date hereof.)

5 CERTIFICATE

6 I HEREBY CERTIFY that the foregoing is a true,  
7 correct and complete transcript of the proceedings had at the  
8 hearing of the aforementioned cause on the day and date hereof.

9  
10   
11 \_\_\_\_\_  
12 Official Court Reporter  
13 U.S. District Court  
Northern District of Illinois  
Eastern Division

  
Date

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**CERTIFICATE OF SERVICE**

I, Nancy Eisenhower, an attorney, hereby certify that on Wednesday, April 8, 1998, I caused a copy of the foregoing DESCRIPTIVE LIST OF ITEMS TO BE INCLUDED IN RECORD ON APPEAL to be served by U.S. Mail on counsel listed below:

Alexander Polikoff, Esq.  
BUSINESS AND PROFESSIONAL  
PEOPLE FOR THE PUBLIC  
INTEREST  
17 E. Monroe Street, Suite 212  
Chicago, Illinois 60603

Michael L. Shakman, Esq.  
Barry A. Miller, Esq.  
MILLER, SHAKMAN, HAMILTON,  
KURTZON & SCHLIFKE  
208 South LaSalle Street  
Suite 1100  
Chicago, Illinois 60604

  
\_\_\_\_\_  
Nancy S. Eisenhower

UNITED STATES DISTRICT COURT  
Everett McKinley Dirksen Building  
219 S. Dearborn Street  
Chicago, Illinois 60604

MICHAEL W. DOBBINS  
Office of the Clerk

April 13, 1998

Mr. Gino J. Agnello, Clerk  
U.S. Court of Appeals-Seventh Circuit  
219 South Dearborn Street-Room 2722  
Chicago, Illinois 60604

RE: Dorothy Gautreaux                      Vs.                      Chicago Housing Authority  
Plaintiff / Appellant                      Defendant / Appellee

U.S.D.C. DOCKET NO. 66 cv 1459  
U.S.C.A. DOCKET NO. 98-1807

Dear Mr. Agnello:

Please find attached the original record on appeal consisting of:

VOLUME OF PLEADING(S) Three

VOLUME(S) OF TRANSCRIPT(S) Six (item # 38,29

VOLUME(S) OF DEPOSITION(S) None

EXHIBITS: Eight

VAULT ITEM: None

OTHER (SPECIFY): One Loose Pleading

SPECIAL NOTE: None

Please acknowledge date of receipt of the above mentioned materials on the attached copy of this letter.

Very truly yours,  
MICHAEL W. DOBBINS

By: DORA E. HERNANDEZ  
(Deputy Clerk)



UNITED STATES DISTRICT COURT )  
)  
NORTHERN DISTRICT OF ILLINOIS )

I, MICHAEL W. DOBBINS, Clerk of the United States District Court for the Northern District of Illinois, do hereby certify to the United States Court of Appeals, for the Seventh Circuit, that the documents submitted herewith and annexed hereto are the original papers filed and entered of record in my office, on the dates in the List of Documents, and together with a true copy of docket entries as they appear in the official dockets in this office. Constitutes the original record on appeal three volumes of pleadings , eight volumes of exhibits , one volumes of loose pleading , six volumes of transcripts (item # 38 , 39 ) and certificates transmitted in the cause entitled:

Dorothy Gautreaux  
Plaintiff / Appellant

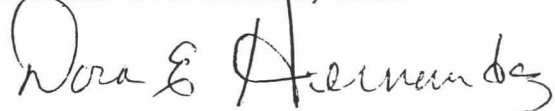
Vs. Chicago Housing Authority  
Defendant / Appellee

U.S.D.C. NO. 66 CV 1459  
U.S.C.A. NO. 98-1807

IN TESTTIMONY WHEREOF, I hereunto  
subscribed my name and affixed the  
seal of the aforesaid Court at  
Chicago, Illinois, this;

April 13, 1998

MICHAEL W. DOBBINS, Clerk



(Deputy Clerk)

## LIST OF DOCUMENTS

The documents enclosed are not bound into the USDC NO.  
record for convenience sake and are identified on 66 CV 1459  
the list of documents. USCA NO. 98-1807

Dorothy Gautreaux Vs. Chicago Housing Authority  
Plaintiff / Appellant Defendant / Appellee

<u>FILED</u>	<u>ITEM</u>	<u>DOCUMENT</u>
<u>5/3/95</u>	<u>38</u>	<u>Transcript of proceedings for the</u> <u>following date (s): 3/8/95. Before Honorable Marvin E. Aspen.</u>
<u>7/11/95</u>	<u>39</u>	<u>Transcript of proceedings for the</u> <u>following date (s): 03/08/95. Before Honorable Marvin E. Aspen.</u>
<u>7/1/96</u>	<u>-</u>	<u>Transcript of proceedings for the</u> <u>following date (s): 4/15/96 and 5/22/96 before Honorable Marvin E.</u> <u>Aspen (2 vols.)</u>
<u>5/23/97</u>	<u>-</u>	<u>Emergency motion by Daniel E.</u> <u>Levin, The Habitat Co, for instructions (exhibits) ; Notice of motion.</u>
<u>8/6/97</u>	<u>-</u>	<u>Sur-reply by Federal defendant</u> <u>HUD to plaintiffs' reply brief in support of its motion to modify CHA</u> <u>judgment order (Exhibits).</u>
<u>8/12/97</u>	<u>-</u>	<u>Transcript of proceedings for the</u> <u>following date (s): 10/23/92 Before Honorable Marvin E. Aspen.</u>
<u>9/26/97</u>	<u>-</u>	<u>Memorandum by plaintiffs in</u> <u>support of motion for awarded of attorney's fee against defendant</u> <u>Chicago Housing Authority (0-1) (Exhibits).</u>

1/29/98 — Transcript of proceedings for the  
following date (s): 8/12/97 before Honorable Marvin E. Aspen .

3/31/98 — Affidavit of Valerie B. Jarrett  
(Exhibits).

3/31/98 — Affidavit of Daniel E. Levin  
(Exhibits ).

3/31/98 ---- Affidavit of Phillip A. Hickman  
(Exhibits ).

3/31/ 98 — Affidavit of Barry A. Miller  
(Exhibits).

3/31/98 — Response by plaintiffs to ChA 's  
motion to stay (Exhibits): Notice of motion.



TERMED APPEAL  
CONV

U.S. District Court  
Northern District of Illinois (Chicago)

CIVIL DOCKET FOR CASE #: 66-CV-1459

Gautreaux, et al v. Chgo Housing Auth, et al  
Assigned to: Hon. Marvin E. Aspen  
Demand: \$0,000  
Lead Docket: None  
Dkt# in other court: None

Filed: 08/09/66

Nature of Suit: 442  
Jurisdiction: Federal Question

Cause: 42:1983 Civil Rights Act

DOROTHY GAUTREAUX  
plaintiff

ODELL JONES  
plaintiff

DOREATHA R CRENCRAW  
plaintiff

EVA RODGERS  
plaintiff

JAMES RODGERS  
plaintiff

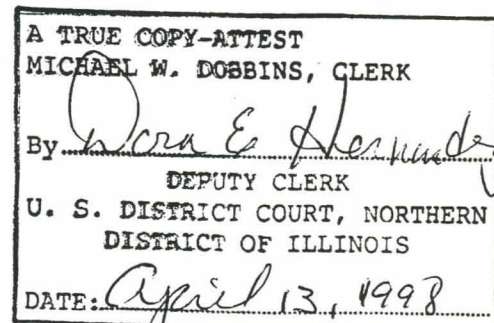
ROBERT M FAIRFAX  
plaintiff

JIMMIE JONES  
plaintiff

v.

CHICAGO HOUSING AUTHORITY  
defendant

Susan Getzendanner  
[COR LD NTC A]  
Nancy S. Eisenhauer  
[COR]  
Skadden, Arps, Slate, Meagher &  
Flom  
333 West Wacker Drive



Proceedings include all events.

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

TERMED APPEAL

CONV

Suite 2100  
Chicago, IL 60606  
(312) 407-0700

ALVIN ROSE  
defendant  
[term 02/26/88]

C E HUMPHREY  
defendant

GEORGE ROMNEY  
defendant

RICHARD J DALEY  
defendant

FRED B ROTI  
defendant

TYRONE T KENNER  
defendant

CLAUDE B HOLMAN  
defendant

LEON M DESPRES  
defendant

EUGENE SAWYER  
defendant

WILLIAM COUSINS, JR  
defendant

ALEXANDER A ADDUCI  
defendant

EDWARD R VRDOLYAK  
defendant

Proceedings include all events.

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

TERMED APPEAL

CONV

MICHAEL A BILANDIC  
defendant

DONALD T SWINARSKI  
defendant

CASIMIR J STASZCUK  
defendant

EDWARD M BURKE  
defendant

FRANCIS X LAWLOR  
defendant

ANNA R LANGFORD  
defendant

WILLIAM SHANNON  
defendant

EDWARD J HINES  
defendant

THOMAS F FITZPATRICK  
defendant

CLIFFORD P KELLEY  
defendant

BENNETT M STEWART  
defendant

FRANK D STEMBERK  
defendant

JOSEPH POTEMPA  
defendant

DAVID RHODES  
defendant

Docket as of April 10, 1998 2:14 pm

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TERMED APPEAL

CONV

VITO MARZULLO  
defendant

STANELY M ZYDLO  
defendant

EUGENE RAY  
defendant

JIMMY L WASHINGTON  
defendant

ROBERT BIGGS  
defendant

ELMER R FILIPPINI  
defendant

THOMAS E KEANE  
defendant

TERRY M GABINSKI  
defendant

REX SANDE  
defendant

WILSON FROST  
defendant

CASIMIR C LASKOWSKI  
defendant

JOHN F AIELLO  
defendant

THOMAS J CASEY  
defendant

Proceedings include all events.

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

TERMED APPEAL

CONV

WILLIAM J CULLERTON  
defendant

ANTHONY C LAURINO  
defendant

SEYMOUR SIMON  
defendant

EDWARD T SCHOLL  
defendant

BURTON F NATARUS  
defendant

WILLIAM S SINGER  
defendant

DICK SIMPSON  
defendant

EDWIN P FIFIELSKI  
defendant

CHRISTOPHER B COHEN  
defendant

JOHN J HOELLEN  
defendant

MARILOU HEDLUND  
defendant

PAUL T WIGODA  
defendant

JACK I SPERLING  
defendant

CITY OF CHICAGO, THE  
defendant

Proceedings include all events.

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

TERMED APPEAL

CONV

-----  
ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY  
cross-claimant

v.

UNITED STATES DEPARMENT OF  
HOUSING AND URBAN DEVELOPMENT,  
THE  
cross-defendant  
-----



Proceedings include all events.

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

TERMED APPEAL

CONV

PROTHY GAUTREAUX; ODELL JONES; DOREATHA R CRENCRAW; EVA  
RODGERS; JAMES RODGERS; ROBERT M FAIRFAX; JIMMIE JONES

plaintiff

v.

CHICAGO HOUSING AUTHORITY; ALVIN ROSE; C E HUMPHREY; GEORGE  
ROMNEY; RICHARD J DALEY; FRED B ROTI; TYRONE T KENNER;  
CLAUDE B HOLMAN; LEON M DESPRES; EUGENE SAWYER; WILLIAM  
COUSINS, JR; ALEXANDER A ADDUCI; EDWARD R VRDOLYAK; MICHAEL  
A BILANDIC; DONALD T SWINARSKI; CASIMIR J STASZCZUK; EDWARD M  
BURKE; FRANCIS X LAWLOR; ANNA R LANGFORD; WILLIAM SHANNON;  
EDWARD J HINES; THOMAS F FITZPATRICK; CLIFFORD P KELLEY;  
BENNETT M STEWART; FRANK D STEMBERK; JOSEPH POTEMPA; DAVID  
RHODES; VITO MARZULLO; STANLEY M ZYDLO; EUGENE RAY; JIMMY L  
WASHINGTON; ROBERT BIGGS; ELMER R FILIPPINI; THOMAS E KEANE;  
TERRY M GABINSKI; REX SANDE; WILSON FROST; CASIMIR C  
LASKOWSKI; JOHN F AIELLO; THOMAS J CASEY; WILLIAM J  
CULLERTON; ANTHONY C LAURINO; SEYMOUR SIMON; EDWARD T  
SCHOLL; BURTON F NATARUS; WILLIAM S SINGER; DICK SIMPSON;  
EDWIN P FIFIELSKI; CHRISTOPHER B COHEN; JOHN J HOELLEN;  
MARILOU HEDLUND; PAUL T WIGODA; JACK I SPERLING; CITY OF  
CHICAGO, THE

defendant

-----  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY;

cross-claimant

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,  
THE

cross-defendant

- /14/93 (--) MAY 14, 1993 REPORT by defendant Chicago Housing Authority development demonstration program; Notice of filing (is) [Entry date 05/17/93]
- ~~5/14/93 -- MINUTE ORDER of 5/14/93 by Hon. Marvin E. Aspen : Status hearing held; continued to 06/18/93 at 1:30 p.m. Mailed notice (is) [Entry date 05/17/93]~~
- ~~6/21/93 -- MINUTE ORDER of 6/21/93 by Hon. Marvin E. Aspen : At the request of the parties, the status hearing set for 06/18/93 is stricken. Mailed notice (is) [Entry date 06/22/93]~~
- ~~7/21/93 -- MINUTE ORDER of 7/21/93 by Hon. Marvin E. Aspen : Status hearing set for 08/03/93 at 2:00 p.m. Mailed notice (is) [Entry date 07/22/93]~~
- 8/4/93 (--) NOTICE of filing by receivers Daniel E Levin and Habitat Co regarding quarterly report of the receiver 2nd quarter, 1993 (Attachments) (is) [Entry date 08/05/93]
- ~~8/5/93 -- MINUTE ORDER of 8/5/93 by Hon. Marvin E. Aspen : In chambers conference held. No notice (is) [Entry date 08/10/93]~~
- 12/7/93 -- *n/a* MOTION by Jimmie Jones, Robert M Fairfax, James Rodgers, Eva Rodgers, Doreatha R Crenshaw, Odell Jones, Dorothy Gautreaux, and Henry G. Cisneros fo the Dept. of Housing and Urban Development to approve site-specific waiver of consent decree locational restrictions ; Notice of filing and certificate of service. (tlm) [Entry date 12/15/93]
- 12/7/93 (--) AGREED ORDER regarding motion to approve site-specific waiver of consent decree locational restrictions. [0-1] (tlm) [Entry date 12/15/93]
- 12/7/93 (--) MINUTE ORDER of 12/7/93 by Hon. Marvin E. Aspen : Joint motion to approve site-specific waiver of consent decree locational restrictions granted. [0-1] Mailed notice (tlm) [Entry date 12/15/93]
- 12/10/93 (--) AGREED ORDER regarding scattered site specific waiver of consent decree locational restrictions. (tlm) [Entry date 12/15/93]
- 12/10/93 (--) MINUTE ORDER of 12/10/93 by Hon. Marvin E. Aspen : Enter Agreed Order. Mailed notice (tlm) [Entry date 12/15/93]
- 12/21/93 (--) MOTION by plaintiffs Dorothy Gautreaux and defendant Cisneros to enter agreed order waiving consent decree locational restrictions for four homeless housing projects. ; Notice of filing; Notice of motion (cmf) [Entry date 01/20/94]



Proceedings include all events.

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2/21/93 (1) -- AGREED ORDER regarding motion to enter agreed order waiving consent decree locational restrictions for four homeless housing projects [0-1] (cmf) [Entry date 01/20/94]

12/21/93 -- 114 MINUTE ORDER of 12/21/93 by Hon. Marvin E. Aspen : Granting motion to enter agreed order waiving consent decree locational restrictions for four homeless housing projects [0-1]. Enter agreed order. Mailed notice (cmf) [Entry date 01/20/94]

2/15/94 25 114 JOINT MOTION by plaintiffs' defendant CHA for order amending tenant assignment plan ; Notice (Temporarily unavailable for docketing). (ch) [Entry date 10/21/94] [Edit date 10/21/94]

2/28/94 1 114 NOTICE OF FILING by Daniel E Levin & The Habitat Company (Attachments) (vs) [Entry date 03/01/94]

3/15/94 (2) JOINT MOTION by plaintiffs', and defendant for order amending tenant assignment plan (Attachments); Notice (vs) [Entry date 03/21/94]

3/15/94 4 ~~MOTION by plaintiffs' for leave to file appearances of additional counsel (Attachments); Notice (vs)~~ [Entry date 03/21/94]

3/18/94 3 ~~MINUTE ORDER of 3/18/94 by Hon. Marvin E. Aspen : Withdrawing plaintiffs' joint motion for order amending tenant assignment plan [2-1]. No notice (vs)~~ [Entry date 03/21/94]

3/18/94 5 ~~MINUTE ORDER of 3/18/94 by Hon. Marvin E. Aspen : Withdrawing plaintiffs' motion for leave to file appearances of additional counsel [4-1] No notice (vs)~~ [Entry date 03/21/94]

4/26/94 (6) QUARTERLY REPORT: 1st Quarter 1994 by defendant CHA scattered site housing program (Attachment) (jmp) [Entry date 04/28/94]

4/26/94 7 NOTICE of filing by defendant CHA regarding quarterly report: 1st quarter 1994 [6-1] (jmp) [Entry date 04/28/94]

6/1/94 (16) MOTION by plaintiff Dorothy Gautreaux, plaintiff Odell Jones, plaintiff Doreatha R Crenchaw, plaintiff Eva Rodgers, plaintiff James Rodgers, plaintiff Robert M Fairfax to enter agreed order waiving consent decree locational restrictions for East Garfield Park Homeless Housing Project (jmp) [Entry date 07/06/94]



- 5/1/94 17 ~~NOTICE of filing and certificate of service by plaintiff Dorothy Gautreaux, plaintiff Odell Jones, plaintiff Doreatha R Crenshaw, plaintiff Eva plaintiff James Rodgers, plaintiff Robert M Fairfax regarding motion to enter agreed order waiving consent decree locational restrictions for East Garfield Park Homeless Housing Project [16-1] (jmp) [Entry date 07/06/94]~~
- 6/1/94 18 ~~NOTICE of motion by plaintiff Dorothy Gautreaux, plaintiff Odell Jones, plaintiff Doreatha R Crenshaw, plaintiff Eva plaintiff James Rodgers, plaintiff Robert M Fairfax regarding motion to enter agreed order waiving consent decree locational restrictions for East Garfield Park Homeless Housing Project [16-1] (jmp) [Entry date 07/06/94]~~
- 6/14/94 (8) MOTION by plaintiff Dorothy Gautreaux for leave to establish joinder of claims (jmp) [Entry date 06/15/94]
- 6/14/94 9 ~~NOTICE of motion by plaintiff Dorothy Gautreaux regarding motion for leave to establish joinder of claims [8-1] (jmp) [Entry date 06/15/94]~~
- 6/17/94 (10) MINUTE ORDER of 6/17/94 by Hon. Marvin E. Aspen : Denying motion for leave to establish joinder of claims [8-1]. Mailed notice (jmp) [Entry date 06/21/94]
- 6/17/94 (11) MOTION by Constance Haliburton for leave to establish joinder of claims (jmp) [Entry date 06/21/94]
- 6/17/94 12 ~~NOTICE of filing, Notice of motion by Constance Haliburton regarding motion for leave to establish joinder of claims [11-1] (jmp) [Entry date 06/21/94]~~
- 6/17/94 (13) MINUTE ORDER of 6/17/94 by Hon. Marvin E. Aspen : Denying motion for leave to establish joinder of claims [11-1]. Mailed notice (jmp) [Entry date 06/21/94]
- 6/21/94 14 ~~MINUTE ORDER of 6/21/94 by Hon. Marvin E. Aspen : Status hearing reset for 06/29/94 at 2:00 p.m. Mailed notice (jmp) [Entry date 06/24/94]~~
- 6/29/94 15 ~~MINUTE ORDER of 6/29/94 by Hon. Marvin E. Aspen : Status hearing held. No notice (jmp) [Entry date 06/30/94]~~
- 6/29/94 -- *MA* MINUTE ORDER of 6/29/94 by Hon. Marvin E. Aspen : Granting motion to enter agreed order waiving consent decree locational restrictions for East Garfield Park Homeless Housing Project [16-1]. Mailed notice (jmp) [Entry date 07/06/94]
- 6/29/94 (19) AGREED ORDER regarding motion to enter agreed order waiving consent decree locational restrictions for East Garfield Park Homeless Housing Project [16-1] (jmp) [Entry date 07/06/94]

- 6/29/94 (20) MINUTE ORDER of 6/29/94 by Hon. Marvin E. Aspen : Granting motion to enter agreed order waiving consent decree locational restrictions for East Garfield Park Homeless Housing Project [16-1]. Mailed notice (jmp) [Entry date 07/06/94]
- 6/30/94 (21) LETTER from plaintiffs' Dorothy Gautreaux, plaintiff Odell Jones, plaintiff Doreatha R Crenshaw, plaintiff Eva Rodgers, plaintiff James Rodgers, plaintiff Robert M Fairfax, plaintiff Jimmie Jones to Judge Aspen dated 06/30/94. (Temporarily unavailable for docketing) (jmp) [Entry date 07/19/94]
- 7/26/94 (22) AGREED ORDER (jmp) [Entry date 07/28/94]
- 7/26/94 (23) MINUTE ORDER of 7/26/94 by Hon. Marvin E. Aspen : Enter agreed order extending the period of time for development of the Demonstration Program Units by the Joint Venture until such time as the 350 units are complete and ready for occupancy, provided that any party may at any time request that the court set a date for the termination of the Demonstration Program if such completion does not occur within a reasonable time. Mailed notice (jmp) [Entry date 07/28/94]
- 7/26/94 (24) QUARATERLY REPORT: 2nd quarter 1994 on scattered site housing program by defendant CHA; Notice of filing (jmp) [Entry date 07/28/94]
- 10/6/94 (26) ORDER regarding motion for order amending tenant assignment plan [25-1] (ch) [Entry date 10/21/94]
- 10/6/94 (27) MINUTE ORDER of 10/6/94 by Hon. Marvin E. Aspen : Granting joint motion of plaintiffs' and the CHA for order amending tenant assignment plan [25-1]. Enter order. No notice (ch) [Entry date 10/21/94]
- 10/27/94 (28) SCATTERED SITE HOUSING PROGRAM quarterly report: 3rd quarter 1994 by defendant CHA (jmp) [Entry date 10/28/94]
- ~~10/27/94 29 NOTICE of filing by defendant CHA regarding Scattered Site Housing Program quarterly report: 3rd quarter 1994 [28-1] (jmp) [Entry date 10/28/94]~~
- 10/28/94 (30) MOTION by plaintiffs' Dorothy Gautreaux, Odell Jones, Doreatha R Crenshaw, Eva Rodgers, James Rodgers, Robert M Fairfax, Jimmie Jones, defendant HUD to enter agreed order waiving consent decree locational restrictions for Rogers Park scattered site units (jmp) [Entry date 11/02/94]



Proceedings include all events.

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TERMED APPEAL

CONV

- 0/28/94 31 ~~NOTICE of motion by plaintiffs' Dorothy Gautreaux, Odell Jones, Doreatha R Crenshaw, Eva Rodgers, James Rodgers, Robert M Fairfax, Jimmie Jones, defendant HUD regarding motion to enter agreed order waiving consent decree locational restrictions for Rogers Park scattered site units [30-1] (jmp) [Entry date 11/02/94]~~
- 10/28/94 32 ~~NOTICE of filing and certificate of service by plaintiffs' Dorothy Gautreaux, Odell Jones, Doreatha R Crenshaw, Eva Rodgers, James Rodgers, Robert M Fairfax, Jimmie Jones, defendant HUD regarding motion to enter agreed order waiving consent decree locational restrictions for Rogers Park scattered site units [30-1] (jmp) [Entry date 11/02/94]~~
- 10/28/94 (33) AGREED ORDER regarding motion to enter agreed order waiving consent decree locational restrictions for Rogers Park scattered site units [30-1] (jmp) [Entry date 11/02/94]
- 10/28/94 (34) MINUTE ORDER of 10/28/94 by Hon. Marvin E. Aspen : Granting motion to enter agreed order waiving consent decree locational restrictions for Rogers Park scattered site units [30-1]. Enter agreed order. Mailed notice (jmp) [Entry date 11/02/94]
- 2/1/95 (35) SCATTERED SITE HOUSING PROGRAM - 1,608 UNITS Quarterly Report: 4th Quarter 1994 by defendant CHA; Notice of filing (jmp) [Entry date 02/02/95]
- 3/8/95 -- ~~SCHEDULE set on 3/8/95 by Hon. Marvin E. Aspen : Status hearing set for 08 Mar.95 at 3:00 p.m. Telephoned notice (gl)~~
- 3/8/95 -- ~~SCHEDULE set on 3/8/95 by Hon. Marvin E. Aspen : Status hearing held. No notice (gl)~~
- 4/28/95 (36) QUARTERLY REPORT, 1st quarter 1995 by defendant CHA Scattered Site Housing Program (jmp) [Entry date 05/01/95]
- 4/28/95 (37) NOTICE of filing by defendant CHA Scattered Site Housing Program regarding quarterly report: 1st quarter 1995 [36-1] (jmp) [Entry date 05/01/95]
- 5/3/95 38 *sk* TRANSCRIPT of proceedings for the following date(s): 3/8/95. Before Honorable Marvin E. Aspen (jmp) [Entry date 05/04/95]
- 6/2/95 ~~SCHEDULE set on 6/2/95 by Hon. Marvin E. Aspen : Status hearing set to 2:00 6/6/95 . Telephoned notice (gl) [Entry date 06/07/95]~~
- 6/6/95 -- ~~SCHEDULE set on 6/6/95 by Hon. Marvin E. Aspen : Status hearing held. No notice (gl) [Entry date 06/07/95]~~
- 7/11/95 39 *sk* TRANSCRIPT of proceedings for the following date(s): 03/08/95. Before Honorable Marvin E. Aspen. (jmp)



- 7/24/95 (40) SCATTERED SITE HOUSING PROGRAM quarterly report: 2nd quarter 1995 by defendant CHA ; Notice of filing (jmp) [Entry date 07/26/95]
- 8/1/95 (41) MOTION by plaintiffs' Dorothy Gautreaux, Odell Jones, Doreatha R Crenshaw, Eva Rodgers, James Rodgers, Robert M Fairfax, Jimmie Jones for entry of further order, as contemplated by this court's order of 08/09/95 ; Notice of motion (jmp) [Entry date 08/03/95]
- 8/1/95 (42) MINUTE ORDER of 8/1/95 by Hon. Marvin E. Aspen : Plaintiffs' motion for entry of further order, as contemplated by this court's order of 08/09/95 [41-1] will be heard on 08/14/95 at 2:00 p.m. Mailed notice (jmp) [Entry date 08/03/95]
- ~~8/14/95 -- SCHEDULE set on 8/14/95 by Hon. Marvin E. Aspen : Status hearing set to 2:00 8/14/95 . Telephoned notice (gl)~~
- ~~8/14/95 -- SCHEDULE set on 8/14/95 by Hon. Marvin E. Aspen : Status hearing held. No notice (gl)~~
- 8/14/95 (43) ORDER (cmf) [Entry date 08/24/95]
- 8/14/95 (44) MINUTE ORDER of 8/14/95 by Hon. Marvin E. Aspen : Joint motion of plaintiffs and the CHA for order amending tenant assignment plan is granted. Enter Order. Mailed notice (cmf) [Entry date 08/24/95]
- 8/14/95 (45) ORDER (cmf) [Entry date 08/24/95]
- 8/14/95 (46) MINUTE ORDER of 8/14/95 by Hon. Marvin E. Aspen : Granting plaintiffs' motion for entry of further order, as contemplated by this court's order of 08/09/95 [41-1] Enter order. Mailed notice (cmf) [Entry date 08/24/95]
- 8/23/95 (47) JOINT MOTION by plaintiffs and the CHA for order amending tenant assignment plan (cmf) [Entry date 08/24/95]
- 8/23/95 (48) ORDER regarding motion for order amending tenant assignment plan [47-1] (cmf) [Entry date 08/24/95]
- 8/23/95 (49) MINUTE ORDER of 8/23/95 by Hon. Marvin E. Aspen : Granting joint motion of plaintiffs and the CHA for order amending tenant assignment plan [47-1] Enter Order. Mailed notice (cmf) [Entry date 08/24/95]
- ~~11/15/95 50 ATTORNEY APPEARANCE for unknown Residents for N Ken by Benjamin Earl Starks (ip) [Entry date 11/16/95]~~
- ~~11/15/95 51 RULE 39 Affidavit of Benjamin Earl Starks (ip) [Entry date 11/16/95]~~

Proceedings include all events.

TERMED APPEAL

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CONV

- 1/21/95 (52) MOTION by unknown Residents for N Ken to join as a party plaintiff (Exhibits); Notice of motion (ip) [Entry date 11/22/95]
- 11/21/95 (53) MEMORANDUM by unknown Residents for N Ken in support of motion to join as a party plaintiff [52-1] (ip) [Entry date 11/22/95]
- 11/21/95 (54) MINUTE ORDER of 11/21/95 by Hon. Marvin E. Aspen : Residents for the Responsible Redevelopment of North Kenwood Oakland Community's motion to join as a party plaintiff is [52-1] denied. Mailed notice (ip) [Entry date 11/22/95]
- 4/15/96 55 N/A JOINT MOTION by plaintiffs and defendant Chicago Housing Authority for further order relating to Horner revitalizing area ; Notice of motion. (ip) [Entry date 04/16/96]
- 4/15/96 56 N/A AFFIDAVIT of Daniel E. Levin. (ip) [Entry date 04/16/96]
- 4/15/96 57 N/A ORDER regarding motion for further order relating to Horner revitalizing area [55-1] (ip) [Entry date 04/16/96]
- 4/15/96 58 N/A MINUTE ORDER of 4/15/96 by Hon. Marvin E. Aspen: Hearing held. Joint motion of plaintiffs and defendant Chicago Housing Authority for an order relating to Horner revitalizing area [55-1] is granted. Enter order. No notice (ip) [Entry date 04/16/96]
- ~~5/6/96 -- SCHEDULE set on 5/6/96 by Hon. Marvin E. Aspen : Status hearing reset to 9:30 5/22/96. Mailed notice (gl)~~
- 5/21/96 (59) MOTION by unknown Residents for N Ken to appear as amicus curiae (Attachments); Notice of motion. (ip) [Entry date 05/29/96]
- 5/21/96 (60) MINUTE ORDER of 5/21/96 by Hon. Marvin E. Aspen: Residents for Responsible Redevelopment of North Kenwood Oakland Community's motion to appear as amicus curiae [59-1] is taken under advisement. Counsel for proposed amicus may file affidavits in opposition to plaintiff's motion on or before 5/29/96. Counsel is to also serve copies of affidavit on parties. Mailed notice (ip) [Entry date 05/29/96]
- 5/22/96 (61) JOINT MOTION by plaintiffs and defendants Chicago Housing Authority and Department of Housing and Urban Development for an order designating a North Kenwood-Oakland revitalizing area and authorizing the development of scattered site public housing units therein (Attachments); Notice of motion, Notice of filing and certificate of service. (ip) [Entry date 05/29/96]



- ~~/22/96 62 MINUTE ORDER of 5/22/96 by Hon. Marvin E. Aspen : Status hearing held; continued to 10:30 a.m. on 6/11/96. Status is for limited purpose of parties to submit plan on court ombudsmann. Mailed notice (ip) [Entry date 05/29/96]~~
- 5/29/96 63 AFFIDAVIT in support of motion to appear as amicus curiae [59-1] (Attachments). (ip)
- 6/3/96 64 ORDER regarding motion for an order designating a North Kenwood-Oakland revitalizing area [61-1] and authorizing the development of scattered site public housing units therein [61-2]. (ip) [Entry date 06/05/96]
- 6/3/96 65 MINUTE ORDER of 6/3/96 by Hon. Marvin E. Aspen: Enter order: Joint motion for an order designating a North Kenwood-Oakland revitalizing area [61-1] and permitting development of family public housing units [61-2] is granted. Mailed notice (ip) [Entry date 06/05/96]
- 6/3/96 66 MINUTE ORDER of 6/3/96 by Hon. Marvin E. Aspen: Although we welcomed the presentation of Mr. Benjamin Starks during the hearing on this matter, and have considered the submissions and affidavits of the Residents for the Responsible Redevelopment of North Kenwood-Oakland Community, we decline to grant leave to to appear as amicus curiae [59-1] for reasons similar to those articulated in Gautreaux vs. Kemp. 132 F.R.D. 193 (N.D. Ill. 1990). Mailed notice (ip) [Entry date 06/06/96]
- 6/11/96 67 MOTION by Residents for N Ken to change the title of the movant's motion from affidavits in support of motion to appear as amicus curiae to affidavits in opposition to plaintiff's motion for a waiver, and for leave to file an additional affidavit (Attachment) (Exhibits); Notice of motion. (ksl) [Entry date 06/13/96]
- 6/11/96 68 MINUTE ORDER of 6/11/96 by Hon. Marvin E. Aspen : Terminating Residents for Responsible Redevelopment of North Kenwood Oakland Community's motion to change the title of the movant's motion from affidavits in support of motion to appear as amicus curiae to affidavits in opposition to plaintiff's motion for a waiver [67-1] and for leave to file an additional affidavit [67-2] as moot. No notice (ksl) [Entry date 06/13/96]
- 6/11/96 -- ORDER (mf) [Entry date 06/13/96]
- 6/11/96 -- MINUTE ORDER of 6/11/96 by Hon. Marvin E. Aspen: Status hearing held. Enter Order appointing the following persons as Special Masters to serve until further order of the Court. Maria B. Cerda, George N. Leighton, Ed Marciniak, Frank J. McGarr and Leonard S. Rubinowitz. Mailed notice (mf) [Entry date 06/13/96]

Proceedings include all events.

TERMED APPEAL

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

CONV

/1/96 -- ~~AC~~ TRANSCRIPT of proceedings for the following date(s):  
4/15/96 and 5/22/96 Before Honorable Marvin E. Aspen ( 2  
vols). (ip) [Entry date 07/02/96]

7/10/96 -- ~~SCHEDULE set on 7/10/96 by Hon. Marvin E. Aspen : Status~~  
~~hearing set for 2:00 7/18/96. Telephoned notice (gl)~~

7/17/96 (--) MOTION by plaintiff award of attorney fees from CHA and  
to set schedule for filing papers related thereto; Notice  
of motion. (ip) [Entry date 07/25/96]

7/18/96 -- ~~SCHEDULE set on 7/18/96 by Hon. Marvin E. Aspen : Status~~  
~~hearing stricken. Telephoned notice (gl)~~

7/18/96 (--) MINUTE ORDER of 7/18/96 by Hon. Marvin E. Aspen:  
Plaintiffs' brief in support of motion for award of  
attorney fees from CHA [0-1] due 9/18/96. Answer brief to  
motion due 11/18/96. Plaintiffs' motion to set schedule for  
filing papers related thereto [0-2] is granted. Mailed  
notice (ip) [Entry date 07/25/96]

9/18/96 -- ~~MINUTE ORDER of 9/18/96 by Hon. Marvin E. Aspen:~~  
~~Plaintiffs are given an extension of time to and including~~  
~~10/18/96 in which to file brief in support of motion for~~  
~~award of attorney fees from CHA [0-1]. Defendants to~~  
~~respond to or before 11/18/96. Mailed notice (ip)~~  
~~[Entry date 09/30/96]~~

9/18/96 -- ~~MINUTE ORDER of 9/18/96 by Hon. Marvin E. Aspen:~~  
~~Plaintiffs are given an extension of time to and including~~  
~~10/18/96 in which to file brief in support of motion for~~  
~~award of attorney fees from HUD. Defendants to respond on~~  
~~or before 11/18/96. Mailed notice (ip) [Entry date 09/30/96]~~

10/3/96 (L) EX PARTE MOTION by defendant Thomas E Keane's attorney to  
be removed from service list (ip) [Entry date 10/07/96]

10/4/96 (--) MINUTE ORDER of 10/4/96 by Hon. Marvin E. Aspen :  
Defendant Thomas Keane attorney's motion to be removed from  
service list [0-1] is granted. The clerk is directed to  
remove Lee A. Freeman Jr. and the law firm of Freeman,  
Freeman & Salzman, from the service list in this matter.  
Mailed notice (ip) [Entry date 10/07/96]

10/4/96 (--) MINUTE ORDER of 10/4/96 by Hon. Marvin E. Aspen : The  
briefing schedule previously set on plaintiffs' motion for  
award of attorney fees from HUD and CHA [0-1] is amended as  
follows. Plaintiffs to file papers in support of this  
motion on or before 10/18/96. HUD and CHA to file  
responsive papers by 1/17/97. Mailed notice (ip)  
[Entry date 10/07/96]

10/16/96 (--) MOTION by plaintiffs for agreed order respecting  
plaintiffs' motion for award of attorneys fees from CHA (ip)



[Entry date 10/23/96]

10/16/96 -- AGREED ORDER regarding motion for agreed order respecting plaintiffs' motion for award of attorneys fees from CHA [0-1] (ip) [Entry date 10/23/96]

10/16/96 -- MINUTE ORDER of 10/16/96 by Hon. Marvin E. Aspen: Plaintiffs' motion for agreed order respecting plaintiffs' motion for award of attorneys fees from CHA [0-1] is granted. It is hereby ordered that the time within which plaintiffs shall file papers supporting their pending motion for attorneys' fees from CHA [0-1] is hereby extended to 1/16/97. Mailed notice (ip) [Entry date 10/23/96]

1/15/97 -- JOINT MOTION for agreed order respecting plaintiffs' motion for award of attorneys fees from defendants; Notice of motion (ip) [Entry date 01/17/97]

1/16/97 -- AGREED ORDER regarding motion for agreed order respecting plaintiffs' motion for award of attorneys fees from defendants [0-1] (ip) [Entry date 01/17/97]

1/16/97 -- MINUTE ORDER of 1/16/97 by Hon. Marvin E. Aspen: Joint motion for agreed order respecting plaintiffs' motion for award of attorneys fees from defendants [0-1] is granted. Plaintiffs shall file papers supporting their pending motion for attorney fees against the defendants [0-1] on or before 1/29/97. Defendants shall have until 1/30/97 to file their response thereto. Mailed notice (ip) [Entry date 01/17/97] [Edit date 01/28/97]

1/28/97 -- Joint motion by plaintiffs and defendants for agreed order respecting plaintiffs' motion for award of attorneys' fees from defendants ; Notice of motion (ip)

1/28/97 -- ORDER regarding motion for agreed order respecting plaintiffs' motion for award of attorneys' fees from defendants [0-1] (ip)

1/28/97 -- MINUTE ORDER of 1/28/97 by Hon. Marvin E. Aspen: The joint motion for an agreed order respecting plaintiffs' motion for award of attorneys' fees from defendants [0-1] is granted. Plaintiffs are given to 2/20/97 to file supporting documents. Defendants' response are to be filed by 2/21/97 [0-1]. Telephoned notice (ip)

2/19/97 -- JOINT MOTION by plaintiffs and defendants for agreed order respecting plaintiffs' motion for award of attorneys' fees from defendants (Attachment); Notice (dcap) [Entry date 02/24/97]

Proceedings include all events.

TERMED APPEAL

1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

CONV

/21/97 -- ORDER regarding joint motion for agreed order respecting plaintiffs' motion for award of attorneys' fees from defendants [0-1] (dcap) [Entry date 02/24/97]

2/21/97 -- MINUTE ORDER of 2/21/97 by Hon. Marvin E. Aspen : Granting joint motion for agreed order respecting plaintiffs' motion for award of attorneys' fees from defendants [0-1]. Plaintiffs' shall file papers supporting their pending motion award of attorney fees against defendants on or before 3/20/97 [0-1]. Defendants shall have until 3/21/97 to file their responses thereto. Mailed notice (dcap) [Entry date 02/24/97]

3/21/97 -- MOTION by plaintiff to modify judgment order ; Notice of motion (tj) [Entry date 05/22/97]

3/25/97 -- MINUTE ORDER of 3/25/97 by Hon. Marvin E. Aspen : Plaintiff's petition for award of attorney fees from CHA [0-1] is dismissed without prejudice pending settlement. Mailed notice (ip) [Entry date 03/26/97]

5/19/97 -- n/a MOTION by Federal defendants to terminate consent decree ; Notice of motion (tj) [Entry date 05/22/97]

5/19/97 -- n/a MOTION by plaintiffs pursuant to paragraph 8.1 of consent decree respecting paragraph 5.8.1 of consent decree (Attachment); Notice (tj) [Entry date 05/22/97]

5/19/97 -- n/a MOTION by plaintiffs to declare HUD's obligation to provide a fiscal year 1997 set-aside (Exhibits) (Attachment); Notice (tj) [Entry date 05/22/97]

~~5/20/97 -- SCHEDULE set on 5/20/97 by Hon. Marvin E. Aspen : Status hearing set for 10:00 6/9/97. Mailed notice (gl) [Entry date 05/21/97]~~

5/20/97 -- MINUTE ORDER of 5/20/97 by Hon. Marvin E. Aspen : Answer brief to plaintiffs' motion to modify judgment order [0-1] due 5/27/97. Reply to answer brief due 6/27/97. Ruling on plaintiffs' motion to modify judgment order [0-1] set for 8/15/97 at 10:00 a.m. Mailed notice (tj) [Entry date 05/22/97]

5/20/97 -- n/a MINUTE ORDER of 5/20/97 by Hon. Marvin E. Aspen : Answer brief to Federal defendant's motion to terminate consent decree [0-1] due 7/8/97. Reply to answer brief due 8/8/97. Mailed notice (tj) [Entry date 05/22/97]



- 5/20/97 (--) MINUTE ORDER of 5/20/97 by Hon. Marvin E. Aspen : Answer brief to plaintiffs' motion pursuant to paragraph 8.1 of consent decree respecting paragraph 5.8.1 of consent decree [0-1] due 7/8/97. Reply to answer brief due 8/8/97. Ruling on plaintiffs' motion pursuant to paragraph 8.1 of consent decree respecting paragraph 5.8.1 of consent decree [0-1] set for 8/15/97 at 10:00 a.m. Plaintiff's request for a status conference is granted. Mailed notice (tj) [Entry date 05/22/97]
- 5/20/97 (--) ANSWER by plaintiffs to Federal defendant's motion to terminate consent decree [0-1]; Notice (tj) [Entry date 05/22/97]
- 5/20/97 (--) MINUTE ORDER of 5/20/97 by Hon. Marvin E. Aspen : Plaintiffs are granted leave to file answer to Federal defendants' motion to terminate consent decree. No notice (tj) [Entry date 05/22/97]
- 5/21/97 (--) MINUTE ORDER of 5/21/97 by Hon. Marvin E. Aspen : Answer brief to plaintiffs' motion to declare HUD's obligation to provide a fiscal year 1997 set-aside [0-1] due 7/8/97. Reply to answer brief due 8/8/97. Ruling on plaintiffs' motion to declare HUD's obligation to provide a fiscal year 1997 set-aside [0-1] set for 8/15/97 at 10:00 a.m. Mailed notice (tj) [Entry date 05/22/97]
- 5/23/97 -- ~~ATTORNEY APPEARANCE for CHA by Susan Getzendanner, Nancy S. Eisenhower (tj) [Entry date 05/27/97]~~
- 5/23/97 -- g/c EMERGENCY MOTION by Daniel E. Levin, The Habitat Co, for instructions (Exhibits); Notice of motion (tj) [Entry date 06/02/97]
- 5/23/97 -- ~~MOTION by CHA to extend time ; Notice of motion (tj) [Entry date 06/02/97]~~
- 5/23/97 -- n/k DECLARATION of Nancy S. Eisenhower. (tj) [Entry date 06/02/97]
- 5/23/97 (--) MOTION by CHA for leave to file supplemental appearance ; Notice of motion (tj) [Entry date 06/02/97]
- 5/30/97 -- ~~MINUTE ORDER of 5/30/97 by Hon. Marvin E. Aspen : Defendant's motion to extend time [0-1] is granted. Defendant to respond to plaintiff's motion to modify judgment order [0-1] on or before 6/25/97. Plaintiff to reply by 7/28/97. Mailed notice (tj) [Entry date 06/02/97]~~
- 5/30/97 (--) MINUTE ORDER of 5/30/97 by Hon. Marvin E. Aspen : Defendant Chicago Housing Authority's motion granted to file supplemental appearances [0-1] of Susan Getzendanner and Nancy S. Eisenhower, esq. on behalf of defendant, CHA. Mailed notice (tj) [Entry date 06/02/97]

- 6/4/97 -- ~~MOTION by CHA for reinstatement of status hearing;~~  
Notice of motion (tj) [Entry date 06/11/97]
- 6/4/97 -- ~~MOTION by CHA for leave to file pre-conference memorandum~~  
; Notice of motion (tj) [Entry date 06/11/97]
- 6/5/97 (B) RESPONSE by Daniel E. Levin and The Habitat Co to defendant  
Chicago Housing Authority's motion for leave to file  
pre-conference memorandum; Notice of filing. (tj)  
[Entry date 06/06/97]
- 6/5/97 -- ~~RESPONSE by Daniel E. Levin and The Habitat Co to defendant~~  
Chicago Housing Authority's motion for reinstatement of  
status hearing; Notice of filing. (tj) [Entry date 06/06/97]
- 6/6/97 -- ~~RESPONSE by Horner plaintiffs' to receiver's emergency~~  
motion for instructions [0-1] (Exhibit); Notice of filing  
and certificate of service. (tj) [Entry date 06/10/97]
- 6/6/97 -- ~~MINUTE ORDER of 6/6/97 by Hon. Marvin E. Aspen : Defendant~~  
CHA's motion for reinstatement of status hearing is granted  
[0-1]. Each side is allowed five minutes. No evidence will  
be presented. No notice (tj) [Entry date 06/11/97]
- 6/6/97 -- ~~MINUTE ORDER of 6/6/97 by Hon. Marvin E. Aspen : Defendant~~  
CHA's motion for leave to file pre-conference memorandum is  
granted [0-1]. No notice (tj) [Entry date 06/11/97]
- 6/6/97 -- ~~PRE-CONFERENCE memorandum by CHA. (tj) [Entry date 06/11/97]~~
- 6/9/97 -- ~~SCHEDULE set on 6/9/97 by Hon. Marvin E. Aspen : Status~~  
hearing held. No notice (gl)
- 6/10/97 (B) ORDER regarding motion for instructions [0-1] (tj)  
[Entry date 06/18/97]
- 6/10/97 -- MINUTE ORDER of 6/10/97 by Hon. Marvin E. Aspen : This  
order also concerns case no. 66 C 1460. Enter order:  
Although the interests of the plaintiff class in Gautreaux  
are clearly implicated in the dispute which is the subject  
of the Receiver's Emergency Motion for Instructions filed  
in both Gautreaux and Horner, the Receiver's instant  
concerns relate essentially to the Horner consent decree.  
For that reason, notwithstanding the implications to  
Gautreaux, the proper venue to resolve the Receiver's  
concerns is Horner. Receiver's motion for instructions  
[0-1] is terminated. Mailed notice (tj)  
[Entry date 06/18/97]
- 6/25/97 -- ~~RESPONSE by CHA to plaintiffs' motion to modify judgment~~  
order [0-1]; Notice of filing. (tj) [Entry date 06/26/97]



Proceedings include all events.

TERMED APPEAL

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6/25/97 -- RESPONSE by Federal defendants to plaintiffs' motion to modify CHA'S judgment order [0-1] (Exhibits). (tj) [Entry date 06/26/97]

6/26/97 -- ~~SCHEDULE set on 6/26/97 by Hon. Marvin E. Aspen : Status hearing set for 3:00 7/2/97. Telephoned notice (gl) [Entry date 07/02/97] [Edit date 07/02/97]~~

6/26/97 -- ~~SCHEDULE set on 6/26/97 by Hon. Marvin E. Aspen : Status hearing set for 3:00 7/2/97, in chambers. Telephoned notice (gl) [Entry date 07/03/97]~~

7/2/97 -- ~~SCHEDULE set on 7/2/97 by Hon. Marvin E. Aspen : Status hearing held. No notice (gl)~~

7/2/97 -- ~~SCHEDULE set on 7/2/97 by Hon. Marvin E. Aspen : In chambers status hearing held. No notice (gl) [Entry date 07/03/97]~~

7/8/97 -- MEMORANDUM by CHA in opposition to plaintiffs' motion to declare HUD's obligation to provide a fiscal year 1997 set-aside [0-1] and respecting paragraph 5.8.1 of consent decree [0-1] (tj) [Entry date 07/09/97]

7/8/97 -- n/a DECLARATION of Madeline Hastings (Exhibits). (tj) [Entry date 07/09/97] [Edit date 07/09/97]

7/8/97 -- n/a OPENING BRIEF by plaintiffs on three matters (Exhibits); Notice of filing. (tj) [Entry date 07/10/97]

7/11/97 -- s/c PRE-TOUR Informational memorandum by defendant CHA (Attachments); Notice of filing (kk) [Entry date 07/14/97]

7/28/97 -- F- REPLY brief by plaintiffs in support of motion to modify CHA judgment order [0-1] (Exhibits); Notice (tj) [Entry date 07/30/97]

8/6/97 -- F- MOTION by Federal defendant HUD for leave to file a sur-reply to plaintiffs' reply brief in support of its motion to modify CHA judgment order ; Notice of motion (tj) [Entry date 08/12/97]

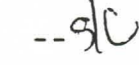


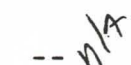
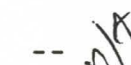




8/6/97 -- s/c SUR-REPLY by Federal defendant HUD to plaintiffs' reply brief in support of its motion to modify CHA judgment order (Exhibits). (tj) [Entry date 08/12/97]

8/8/97 -- F- REPLY memorandum by HUD in support of HUD's motion to terminate consent decree [0-1] (Exhibit). (tj) [Entry date 08/11/97] [Edit date 08/12/97]

8/8/97 -- F- ORAL MOTION by plaintiffs for leave to file sur-response to surreply by Tuesday, 8/12/97 (tj) [Entry date 08/12/97] [Edit date 08/12/97]

- /8/97 -- *n/x* MINUTE ORDER of 8/8/97 by Hon. Marvin E. Aspen : Federal defendants' motion for leave to file a sur-reply to plaintiffs' reply brief in support of its motion to modify CHA judgment order is granted [0-1]. Plaintiffs' oral motion for leave to file sur-response to surreply by Tuesday, 8/12/97 is granted [0-1]. No notice (tj) [Entry date 08/12/97]
- 8/8/97 -- *n/x* MOTION by defendant CHA for leave to file surreply ; Notice of motion (tj) [Entry date 08/13/97]
- 8/12/97 (C) -- RESPONSE by plaintiffs to HUD's sur-reply; Notice (tj) [Entry date 08/13/97]
- 8/12/97 (C) -- MINUTE ORDER of 8/12/97 by Hon. Marvin E. Aspen : Defendant CHA's motion for leave to file surreply is granted [0-1]. No notice (tj) [Entry date 08/13/97]
- 8/12/97 (C) -- SURREPLY by defendant CHA in opposition to plaintiffs' motion to modify CHA judgment order [0-1]; Notice of filing (tj) [Entry date 08/13/97]
- 8/12/97 -- *g/c* TRANSCRIPT of proceedings for the following date(s): 10/23/92 Before Honorable Marvin E. Aspen (tj) [Entry date 08/13/97]
- 8/13/97 (C) -- RESPONSE by plaintiffs to CHA's sur-reply (ip) [Entry date 08/19/97]
- ~~8/14/97 -- SCHEDULE set on 8/14/97 by Hon. Marvin E. Aspen : Status hearing reset to 10:00 9/9/97. Mailed notice (gl)~~
- 8/26/97 (C) -- MEMORANDUM, OPINION, AND ORDER (tj) [Entry date 08/27/97]
- 8/26/97 (C) -- MINUTE ORDER of 8/26/97 by Hon. Marvin E. Aspen : \*(This order also pertains to 66 C 1460) Memorandum Opinion and Order: Plaintiffs' motion to modify the judgment order against CHA is denied [0-1]. HUD's motion to terminate consent decree while retaining jurisdiction over the plaintiffs' attorneys' fees petition is granted [0-1]. Plaintiffs' motion to declare that HUD has continued obligation to provide a fiscal year 1997 set-aside is denied [0-1]. Plaintiffs' motion to enforce paragraph 5.8.1 of consent decree is denied [0-1]. The status hearing set for 9/9/97 is stricken. Mailed notice (tj) [Entry date 08/27/97]
- 9/26/97 (C) -- MOTION by plaintiffs for award of attorney's fees against defendant Chicago Housing Authority ; Notice of motion and Notice of filing (tj) [Entry date 09/30/97] [Edit date 09/30/97]



- 9/26/97 --  MEMORANDUM by plaintiffs in support of motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] (Exhibits). (tj) [Entry date 09/30/97]
- 9/26/97  JOINT STATEMENT by defendant CHA regarding plaintiffs' motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] (tj) [Entry date 09/30/97]
- 9/30/97  MINUTE ORDER of 9/30/97 by Hon. Marvin E. Aspen : Answer brief to plaintiffs' motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] due 10/15/97. Reply to answer brief due 10/24/97. Ruling on plaintiffs' motion for award of attorneys' fees against defendant by mail. Mailed notice (tj)
- 9/30/97 --  EMERGENCY MOTION by defendant CHA to clarify injunction ; Notice of motion (tj) [Entry date 10/03/97]
- 9/30/97 --  MEMORANDUM by defendant CHA in support of motion to clarify injunction [0-1] (Attachments); Notice of filing (tj) [Entry date 10/03/97]
- ~~9/30/97 -- MOTION by defendant CHA for leave to file instant memorandum in excess of 15 pages ; Notice of motion (tj) [Entry date 10/06/97]~~
- 10/3/97  MINUTE ORDER of 10/3/97 by Hon. Marvin E. Aspen : Answer brief to defendant CHA's emergency motion to clarify injunction [0-1] due 10/20/97. Reply to answer brief due 10/27/97. Mailed notice (tj)
- ~~10/3/97 MINUTE ORDER of 10/3/97 by Hon. Marvin E. Aspen : Defendant CHA's motion for leave to file instant memorandum in excess of 15 pages is granted [0-1]. No notice (tj) [Entry date 10/06/97]~~
- 10/14/97  MOTION by plaintiffs for agreed revised briefing schedule ; Notice of motion (mc) [Entry date 10/23/97]
- 10/15/97  RESPONSE by defendant CHA to plaintiff's motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] (Exhibits); Notice of filing (tj) [Entry date 10/17/97]
- 10/17/97  MINUTE ORDER of 10/17/97 by Hon. Marvin E. Aspen : Plaintiffs' motion for agreed revised briefing schedule is granted [0-1]. Materials in opposition to defendants' motion to clarify injunction [0-1] shall be filed on or before 11/18/97. Defendant's reply shall be filed by 12/4/97. Mailed notice (mc) [Entry date 10/22/97]
- 10/17/97 -- AGREED ORDER (mc) [Entry date 10/28/97]

0/20/97 -- RESPONSE of cross-defendant The United States Department of Housing and Urban Development to Chicago Housing Authority's emergency motion to clarify injunction [0-1] (Exhibit). (tj) [Entry date 10/21/97]

10/24/97 -- REPLY by plaintiffs in support of plaintiffs' motion for award of attorney's fees against defendant Chicago Housing Authority [0-1] (Exhibit); Notice of filing (tj) [Entry date 10/27/97]

11/5/97 -- JOINT MOTION by plaintiffs and Defendant CHA for an order designating a near north revitalizing area and authorizing the acquisition of public housing units therein. (tlm) [Entry date 11/07/97]

11/5/97 -- MEMORANDUM by plaintiffs and Defendant CHA in support of joint motion for an order designating a near north revitalizing area [0-1] and authorizing the acquisition of public housing units therein [0-2] (Exhibits). (tlm) [Entry date 11/07/97] [Edit date 11/07/97]

11/6/97 1 AGREED ORDER regarding joint motion for an order designating a near north revitalizing area [0-1] and authorizing the of public housing units therein [0-2] (tlm) [Entry date 11/07/97]

11/6/97 -- MINUTE ORDER of 11/6/97 by Hon. Marvin E. Aspen : Joint motion for an order designating a near north revitalizing area [0-1] and authorizing the acquisition of public housing units therein granted. [0-2] Enter Agreed Order. Mailed notice (tlm) [Entry date 11/07/97]

11/14/97 -- MOTION by plaintiffs for an agreed revised briefing schedule ; Notice of motion. (tlm) [Entry date 11/19/97]

11/18/97 -- AGREED ORDER regarding motion for an agreed revised briefing schedule [0-1] (tlm) [Entry date 11/19/97]

11/18/97 -- MINUTE ORDER of 11/18/97 by Hon. Marvin E. Aspen : Plaintiffs' motion for an agreed revised briefing schedule granted. [0-1], [0-1] Enter Order: amaterials in opposition to defendant's said motion to clarify injunction shall be filed on or before 12/03/97. Defendant's [0-1] reply shall be filed on or before 12/18/97. Mailed notice (tlm) [Entry date 11/19/97]

12/19/97 -- RECEIVER'S STATEMENT regardint the Chicago Housing Authority's emergency motion to clarify injunction (Exhibits); Notice of filing. (tlm) [Entry date 12/23/97]

12/19/97 ~~MOTION by plaintiffs for leave to file instanter memorandum in excess of 15 pages ; Notice of filing and motions (tj) [Entry date 12/24/97]~~



Proceedings include all events.

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- 12/19/97 -- *n/a* MOTION by plaintiffs to schedule oral argument (tj)  
[Entry date 12/24/97]
- 12/19/97 *(C)* -- RESPONSE by plaintiff to CHA emergency motion to clarify  
injunction [0-1] (tj) [Entry date 12/24/97]
- 12/19/97 *(C)* -- EXHIBITS to plaintiffs' response to CHA emergency motion to  
clarify injunction. (tj) [Entry date 12/24/97]
- ~~12/23/97 -- MINUTE ORDER of 12/23/97 by Hon. Marvin E. Aspen :  
Plaintiffs' motion for leave to file instanter memorandum  
in excess of 15 pages [0-1] and plaintiffs' motion to  
schedule oral argument is granted [0-1]. Telephoned notice  
(tj) [Entry date 12/24/97]~~
- ~~1/7/98 -- MOTION by CHA to extend time to file its reply to  
plaintiffs' response to CHA's emergency motion to clarify  
injunction; Notice of motion (ar) [Entry date 01/09/98]~~
- ~~1/7/98 -- MINUTE ORDER of 1/7/98 by Hon. Marvin E. Aspen : Defendant  
CHA's motion to extend time to 01/16/98 to file reply to  
plaintiffs' response to CHA's motion to clarify injunction  
is granted [0-1]. Mailed notice (ar) [Entry date 01/09/98]~~
- ~~1/16/98 -- MOTION by defendant CHA for leave to file instanter  
memorandum in excess of 15 pages ; Notice of motion  
(Temporarily unavailable for docketing.) (tj)  
[Entry date 01/26/98]~~
- ~~1/23/98 -- MINUTE ORDER of 1/23/98 by Hon. Marvin E. Aspen : Defendant  
CHA's motion for leave to file instanter memorandum in  
excess of 15 pages is granted [0-1]. Telephoned notice (tj)  
[Entry date 01/26/98]~~
- 1/23/98 *(C)* -- REPLY memorandum by defendant CHA in support of CHA's  
emergency motion to clarify injunction [0-1] and response  
to receiver's statement; Notice of filing (tj)  
[Entry date 01/26/98]
- 1/23/98 *(C)* -- RESPONSE by defendant CHA to receiver's statement and reply  
memorandum in support of CHA's emergency motion to clarify  
injunction; Notice of filing (tj) [Entry date 01/26/98]
- 1/28/98 *(C)* -- MINUTE ORDER of 1/28/98 by Hon. Marvin E. Aspen : Oral  
arguments on defendant's motion to clarify injunction [0-1]  
is set for 10:30 2/10/98. Mailed notice (mk)  
[Entry date 01/29/98]
- 1/29/98 -- *SLC* TRANSCRIPT of proceedings for the following date(s):  
08/12/97 before Honorable Marvin E. Aspen (dk)  
[Entry date 01/30/98]

/10/98 -- n/A SCHEDULE set on 2/10/98 by Hon. Marvin E. Aspen : Oral arguments held on defendant's motion to clarify injunction. No notice (gl) [Entry date 02/11/98]

2/23/98 -- MEMORANDUM, OPINION, AND ORDER (tlm) [Entry date 02/25/98]

2/23/98 -- MINUTE ORDER of 2/23/98 by Hon. Marvin E. Aspen : Enter Memorandum Opinion and Order: We hold that the judgment order governs the CHA's use of HOPE VI funds. Accordingly, any construction of public housing in Cook County must conform to the judgment order's locational requirements. Defendant's motion to clarify is denied. [0-1] Mailed notice (tlm) [Entry date 02/25/98]

3/18/98 -- MOTION by plaintiff for further relief ; Notice of motion. (tlm) [Entry date 03/24/98]

3/18/98 -- MEMORANDUM by plaintiffs in support of their motion for further relief (Exhibits). [0-1] (tlm) [Entry date 03/24/98]

3/20/98 -- MOTION by CHA to stay order pending appeal (Exhibit); Notice of motion. (tlm) [Entry date 03/24/98]

3/23/98 -- RESPONSE by CHA to plaintiffs' motion for further relief ; Notice of filing. [0-1] (tlm) [Entry date 03/24/98]

3/24/98 -- MINUTE ORDER of 3/24/98 by Hon. Marvin E. Aspen : Answer brief to Plaintiffs' motion for further relief [0-1] due 03/31/98. Reply to answer brief due 4/2/98. Mailed notice (tlm)

3/24/98 -- MINUTE ORDER of 3/24/98 by Hon. Marvin E. Aspen : Answer brief to defendant's motion to stay order pending appeal due 03/31/98. [0-1] Reply to answer brief due 4/2/98. Mailed notice (tlm)

3/26/98 -- n/A SUGGESTION on the record of class representatives' death by plaintiffs; Notice of filing. (tlm) [Entry date 03/30/98]

3/26/98 -- NOTICE OF APPEAL by defendants CHA and Joseph Shuldiner from motion minute order [0-1], from order [0-1] ( \$105.00 Paid) (cmf) [Entry date 03/31/98] [Edit date 03/31/98]

3/26/98 -- MOTION by plaintiff to name additional representatives (Exhibit) ; Notice of motion. (tlm) [Entry date 04/02/98]

3/30/98 -- RESPONSE by CHA to Plaintiffs' motion to name additional class representatives, and motion (Exhibit). (tlm) [Entry date 03/31/98]

3/30/98 -- n/A MOTION by CHA for hearing and discovery on issue of adequacy of representation of counsel and proposed new class representatives and response (Attachments); Notice of motion; Notice of filing. [0-1] (tlm)



Proceedings include all events.

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[Entry date 03/31/98]

3/31/98 -- ~~MAILED LETTER regarding docketing statement unacknowledged by defendants CHA and Joseph Shuldiner. (cmf)~~

3/31/98 -- TRANSMITTED to the 7th Circuit the short record on appeal . Mailed notice to all counsel. (cmf)

3/31/98 -- *slc* AFFIDAVIT of Valerie B. Jarrett (Exhibits). (tlm) [Entry date 04/01/98]

3/31/98 -- *slc* AFFIDAVIT of Daniel E. Levin (Exhibits). (tlm) [Entry date 04/01/98] [Edit date 04/01/98]

3/31/98 -- *slc* AFFIDAVIT of Phillip A. Hickman (Exhibits). (tlm) [Entry date 04/01/98]

3/31/98 -- *slc* AFFIDAVIT of Barry A. Miller (Exhibits). (tlm) [Entry date 04/01/98]

3/31/98 (6) -- RECEIVER'S STATEMENT ncerning the (1) motion of the Gautreaux Plaintiff Class for further relief, and (2) the CHA's motion for stay of this court's February 23 Order pending appeal. (tlm) [Entry date 04/01/98]

3/31/98 (1) -- NOTICE OF FILING regarding affidavit of Daniel E. Levin [0-1], affidavit-Valerie B. Jarrett [0-1], affidavit of Philip Hickman [0-1], affidavit of Barry A. Miller [0-1], regarding Receiver's statement [0-1] (tlm) [Entry date 04/01/98] [Edit date 04/01/98]

3/31/98 (6) -- MINUTE ORDER of 3/31/98 by Hon. Marvin E. Aspen : Plaintiff's to reply to defendant's response to plaintiff's motion to name additional class representatives [0-1] and to defendant's motion for a hearing [0-1] and discovery on issue of adequacy of representation of counsel and proposed new class representatives [0-2] by 04/08/98. Mailed notice (tlm) [Entry date 04/02/98]

3/31/98 -- ~~MOTION by plaintiff for leave to file a response memorandum in excess of fifteen pages ; Notice of filing. (tlm) [Entry date 04/03/98]~~

3/31/98 -- *slc* RESPONSE by plaintiffs to CHA'S motion to stay (Exhibits); Notice of motion. [0-1] (tlm) [Entry date 04/03/98]

4/1/98 -- ~~EMERGENCY MOTION by CHA to extend time to reply to response to motion to stay ; Notice of emergency motion. (tlm) [Entry date 04/03/98]~~

4/2/98 -- ~~MINUTE ORDER of 4/2/98 by Hon. Marvin E. Aspen : Plaintiffs' motion for leave to file a response memorandum in excess of pages is granted. [0-1] Mailed notice (tlm) [Entry date 04/03/98]~~



Proceedings include all events.

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1:66cv1459 Gautreaux, et al v. Chgo Housing Auth, et al

CONV

4/2/98 -- ~~MINUTE ORDER of 4/2/98 by Hon. Marvin E. Aspen : Motion is granted for CHA to reply to plaintiffs' response to CHA's motion to stay. [0-1] Plaintiff are givne an extension of time to 04/06/98 [0-1] to reply to defendant's response to plaintiffs' motion for further relief. Mailed notice (tlm) [Entry date 04/03/98]~~

4/7/98 -- ~~ACKNOWLEDGEMENT of receipt of short record on appeal USCA 98-1807 (Attachment). (tlm) [Entry date 04/09/98]~~

4/8/98 -- ~~SEVENTH CIRCUIT transcript information sheet by CHA; Notice of filing letter. (tlm) [Entry date 04/09/98]~~

4/8/98 (--) DISCRIPTIVE list of items to be included in Record on Appeal No. 98-1807 by Defendant CHA (Exhibits) (tlm) [Entry date 04/09/98]

4/9/98 (--) RESPONSE by Daniel E. Levin and The Habitat Company as receivers, to CHA's motion to strike; Notice of filing. (tlm) [Entry date 04/10/98]

**All Circled items are included.  
All crossed out items are not included  
S/C Items sent under separate cover  
N/A Items not available in case file  
For previous items see case no.**

CERTIFICATE OF SERVICE

<sup>16 ne</sup>  
I, Nancy Eisenhower, an attorney, hereby certify that on ~~Wednesday~~,  
April 15, 1998, I caused a copy of the foregoing CHICAGO HOUSING AUTHOR-  
ITY'S MOTION TO STRIKE MATTER FROM THE RECORD ON APPEAL, to be  
served by facsimile and hand delivery on counsel listed below:

Alexander Polikoff, Esq.  
BUSINESS AND PROFESSIONAL  
PEOPLE FOR THE PUBLIC  
INTEREST  
17 E. Monroe Street, Suite 212  
Chicago, Illinois 60603

FAX: 312-641-5454

(Sans Exhibits)  
ne

Michael L. Shakman, Esq.  
Barry A. Miller, Esq.  
MILLER, SHAKMAN, HAMILTON,  
KURTZON & SCHLIFKE  
208 South LaSalle Street  
Suite 1100  
Chicago, Illinois 60604

FAX: 312-263-2370

(Sans Exhibits)  
ne

  
Nancy S. Eisenhower