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

BETTY J. DUMAS, Plaintiff, vs. SENTINEL MORTGAGE, CORP., MARK R. CAHAN, and JEFF KLEANBERG, Defendant.	)	02C 5255 JUDGE GETTLEMAN MAGISTRATE JUDGE SCHENKIER

COMPLAINT

Plaintiff BETTY J. DUMAS ("Betty") bring her complaint against SENTINEL MORTGAGE, CORPORATION ("Sentinel"), MARK R. CAHAN ("Mark"), and JEFF KLEANBERG ("Jeff") and states as follows:

NATURE OF COMPLAINT

1. This is a civil action for violations of the Fair Housing Act, 42 U.S.C. sect., 3601 et seq. The Equal Credit Opportunity Act, 15 U.S.C. sect., 1691 et seq., the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2. To redress these grievances, Plaintiff seeks compensatory and punitive damages.

PARTIES

2. Plaintiff Betty Dumas is a citizen of the United States residing and doing business in the City of Chicago, Cook County, Illinois.

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3. Defendant's Sentinel Mortgage, Corp. is a Illinois corporation that dose business and maintains a registered agent as Mark R. Cahan in Cook County, Illinois and employ Jeff Kleanberg for the business of providing residential real estate loans.

JURISDICTION AND VENUE

4. This court has subject matter over this action pursuant the Fair Housing Act, 42 U.S.C. sect. 3613(a)(1)(A), and Equal Credit Opportunity Act, 15 U.S.C. sect. 1691e.
5. This court has personal jurisdiction over Sentinel because Sentinel is doing and transacting business in this district, maintains agent in this district, and made and performed contracts and promises substantially connected with this district.
6. Venue is proper in this court pursuant to 28 U.S.C. section 1391(b) because substantial part of the events or omissions giving rise to the Plaintiff's claims occurred within the district, and also because Sentinel, Mark and Jeff is subject to personal jurisdiction within this district and therefore resides in this district for venue purposes.

FACTS

7. Plaintiff Betty Dumas is an African-American resident and home owner in Chicago, Illinois, Bronzeville Community, historically know as a predominantly African-American community.
8. Betty received about (2) letters from defendant's "Mark" that advised "Betty" that "Sentinel" may be able to help by taking one of the following action: 1) lead money directly to you to payoff the above taxes bill (among other options).
9. Defendant's send Betty a letter on May 17, 2002, from Mark/Sentinel, that advised her, to call Sentinel and discuss Betty's Tax bill for a loan to payoff her taxes.

10. On July 18, 2002 "Betty" called Sentinel Mortgage Corp., spoke with "Mark", identifying herself, her property address, her tax matter and the letter he sent her. A true and correct copy of the letter is attached hereto as Exhibit "A".

11. Betty told "Mark" that she needed to borrow about $10,000.00 dollars (Ten thousands) for taxes, Mark humiliated Betty by stating we don't lead little-bitty money like that just for taxes.

12. Mark referred plaintiff to his associate "Jeff", that told "Betty", and her associate, Jerome Casimir,[1] that they, "Sentinel" would not lead "Betty" money to directly payoff taxes, she could only make application for a $50,000.00 loan.

13. Jeff then told plaintiff, we ("defendants") make Home Improvement loans, if you need windows or repairs to your house, we can help, we send our guy to inspect your house, he tell you what you need done, and we do a loan for not less than $50,000.00.

14. When plaintiff questioned defendants, asking them to directly responded to their letter (Exhibit "A") in advertisement, to directly payoff taxes.

15. Sentinel stated, they don't do loans like that, as plaintiff taxes would be paid when closing a $50,000.00.

16. Sentinel, Mark and Jeff refused to take an application as stated on the letter/advertisement to payoff the above tax bill, nor would they discuss Betty tax condition, only to say, if you think your bill is in error, you should call the Cook County Collector which caused further embarrassment to Betty.

[1] "Casimir" was also enjoined on the telephone line with Betty.

17. On information and belief, Sentinel required Betty for a loan of $50,000.00 or more because "Betty" is African-American and/or because the property is located in a predominantly African-American neighborhood.

18. As a direct and proximate result of defendants actions, Betty has suffered and continues to suffer great embarrassment, humiliation, and mental distress.

COUNT I: FAIR HOUSING ACT

19. Plaintiff hereby repeats, realleges, and incorporated by reference the allegations which are contained in Paragraphs 1-18.

20. Section 3605 of the Fair Housing Act provides in parts as follows:

Section 3605. Discrimination in residential real estates-related transaction.

(a) In general.

> It shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transaction to discriminate against any person in making available such transaction, or in the terms and conditions of such transaction, because of race, color, religion, sex, handicap, familial status, or national origin.

21. Sentinel is an entity whose business includes engaging in residential real estate-related transactions.

22. When Plaintiff sought to apply for the loan defendants' advertised in letter to payoff taxes plaintiff was refused application.

23. On information and belief, defendants refused to provide plaintiff with service as advertised in residential real estate loan to payoff taxes because plaintiff is African-American and/or the Calumet Residence is located in a predominantly African-American neighborhood.

24. It is plaintiff information and belief, that defendants, since/before refusing and denying plaintiff the loan application to directly payoff taxes, or a loan for about Ten Thousands, ($10.000.00), Sentinel has approved loans for less than $50,000.00 (Fifty Thousand) for other persons.

25. On information and belief, Sentinel has therefore discriminated against "Betty" on the basis of her race and color in violation of the Fair Housing Act, 42 U.S.C. section 1306 et. Seq., and has denied Betty's rights secured under that act.

26. On information and belief, Sentinel was aware and targeted Betty to apply for the advertised loan, that she requested but refused to take an application for less than $50.000.00. Therefore on information and belief, Sentinel's discrimination against Betty was intentional and willful.

27. As a direct and proximate result of Sentinel actions, Betty has suffered and continues to suffer great embarrassment, humiliation, and mental distress,

COUNT II. EQUAL CREDIT OPPORTUNITY ACT

28. Plaintiff hereby repeats, realleges, and incorporated by reference the allegations which are contained in Paragraphs 1-27.

29. Section 1691 (a)(1) of the Equal credit Opportunity Act, 15 U.S.C. section 1691 et. Seq., provides as follows:

Section 1691 Scope of prohibition.

(a) It shall be unlawful for any creditor to discriminated against any application, with respect to any aspect of a credit transactions,

(1) on the basis of race colors, religion, national origins, sex or marital status, or age.

30. Regulation B (Equal Credit Opportunity), 12 C.F.R. 202.4, provides that "[a] creditor shall not discriminate against an applicant on a prohibited basis regarding any aspect of a credit transaction ." Section 202.2(z) of Regulation B, 12 C.F.R., defines "prohibited basis" to include race and color.

31. Betty is an applicant within the meaning of the Equal Credit Opportunity Act and Regulation B.

32. On information and belief, Sentinel refused to take an application from plaintiff for a residential real estate to payoff taxes because plaintiff is African-American and/or the Calumet resident is located and a predominantly African-American neighborhood.

33. On information and belief, Sentinel has therefore discriminated against "Betty" on the basis of her race and color in violation of the Equal Credit Opportunity Fair Act, 15 U.S.C. section 1691 et. Seq., and has denied Betty's rights secured under that act.

34. On information and belief, Sentinel was aware and targeted Betty to apply for the advertised loan that she requested and then refused to take an application for less than $50.000.00. Therefore on information and belief, Sentinel's discrimination against Betty was intentional and willful.

35. As a direct and proximate result of Sentinel actions, Betty has suffered and continues to suffer great embarrassment, humiliation, and mental distress.

COUN III: FALSE ADVERTISING
(CONSUMER FRUAD AND DECEPTIVE BUSINESS PRATICES ACT)

36. Plaintiff hereby repeats, realleges, and incorporated by reference the allegation which are contained in Paragraphs 1-35.

37. The letter which Betty received on or about May 17, 2002 constituted an advertisement by Sentinel as to the availability of a home loan to Betty to directly payoff taxes among other options.

38. In that letter, Sentinel and Mark expressly stated that " I may be able to help you by taking one of the following actions:

    (1) Lead money directly to you to payoff the above tax bill.
    (2) Refinance your current mortgage and payoff delinquent tax bills.
    (3) Refinance your mortgage, pay your tax bill, and payoff other bills that have high interest rates.
    (4) ALSO-you may be able to borrow extra money for home improvements or debt consolidation."....

39. On information and belief, Sentinel intentionally misled and/or deceived and/or misrepresented to Betty that she may borrow money to directly payoff taxes.

40. On information and belief, Sentinel conduct involved commerce within the meaning of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2 ("Consumer Fraud Act").

41. On information and belief, Sentinel's Mark's actions therefore constitute false advertising under the Consumer Fraud Act.

42. As a direct and proximate result of Sentinel's false advertising, Betty was targeted to rely on Sentinel representation that she may receive loan to directly payoff taxes, when in fact, Sentinel refused to provide even an application for the advertised loan

to directly payoff taxes, Sentinel targeted Betty as to discriminate and humiliate persons such as Betty in predominantly African-American neighborhood.

WHEREFORE Plaintiff BETTY DUMAS respectfully requests judgment against Defendants SENTINEL MORTGAGE CORPORATION, MARK R. CAHAN and JEFF KLEANBERG, for:

a. Actual damages to be determined at trial;

b. Punitive damages in an amount to be determined at trial;

c. Further relief which this Court deems just and proper.

Plaintiff demands a trial by jury.

Respectfully submitted

BETTY J. DUMAS

By: Betty J. Dumas

Betty J. Dumas Prose

BETTY J. DUMAS, Plaintiff
3620 So. Calumet Av.
Chicago, IL. 60653-1104

SENTINEL MORTGAGE CORPORATION
221 North LaSalle Street Suite 2600
Chicago, IL 60601 **(312) 220-9700**

FINAL NOTICE

Dear Homeowner:

A recent review of Cook County's Property Tax Files showed your **1998 tax bill** unpaid and currently outstanding.
Penalties and interest are accruing at over 18% each year until this bill is paid!
Furthermore, if this tax bill in not paid, you may **LOSE YOUR HOME!!!!**

THIS MAY BE YOUR LAST CHANCH TO REDEEM YOUR TAXES!!!

As an experienced Attorney and loan officer with over 10 years experience in the Chicago market, I may be able to help you by taking one of the following actions:

1) **Lend money directly to you to payoff the above tax bill.**
2) **Refinance your current mortgage and payoff the delinquent tax bill.**
3) **Refinance your mortgage, pay your tax bill, and payoff other bills that have high interest rates.**
4) ALSO– **you may be able to borrow extra money for home improvements or debt consolidation.**

Please call me or my assistant Erika and Cynthia to discuss this tax bill at:

312-220-9700

Please leave a message if I am not there and I will promptly return your call.

Sincerely,

Mark R. Cahan

Please disregard in taxes have been paid or received in error.
Illinois Residential Mortgage Licensee

EXHIBIT "A"