

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

KENDRA MABRY, individually and)
as mother and next friend of **K.W., M.C. 1,**)
M.C.2, J.W. 1, and **J.W. 2,** who are minors,)
ANGELA ESPINOZA, individually and)
as mother and next friend of **A.E., R.E.,**)
N.C., A.C., and **K.C.,** who are minors, and)
ROBERTO CABELLO, JR., on behalf of)
themselves and all other similarly-situated)
persons known and unknown,)

Cause No.: 2:16-cv-00402-JVB-JEM

Plaintiffs,)

v.)

CITY OF EAST CHICAGO, ANTHONY)
COPELAND, individually and in his)
capacity as mayor of the City of East)
Chicago, **BP PRODUCTS NORTH**)
AMERICA, INC., E I DUPONT de)
NEMOURS AND COMPANY,)
ATLANTIC RICHFIELD COMPANY,)
EAST CHICAGO HOUSING)
AUTHORITY, and **TIA CAULEY,**)
individually and in her capacity as the)
director of the East Chicago Public Housing)
Authority,)

Defendants.)

DEFENDANTS', EAST CHICAGO HOUSING AUTHORITY
and TIA CAULEY, ANSWER TO CLASS ACTION COMPLAINT, AFFIRMATIVE
DEFENSES AND JURY DEMAND

Come now Defendants, East Chicago Housing Authority and Tia Cauley, individually and in her capacity as the director of the East Chicago Housing Authority, and for their Answer to Plaintiffs' Class Action Complaint and Request for Injunctive Relief, state as follows:

INTRODUCTION

1. For over 30 years, the City and ECHA maintained affordable housing for the Tenants including families with children, people with disabilities, and others on land that the City and ECHA knew or reasonably should have known was contaminated with lead, arsenic and/or other toxic substances. Much of the affordable housing that the City and ECHA maintained on contaminated land was and is located in a development commonly known as the West Calumet Housing Complex (the “Complex”). Tenants living at the Complex in the summer of 2016 were suddenly told that they must leave, and are now forced to move on an expedited schedule, allowing as little as 30 days to find new housing. The loss of the affordable housing means, for many, a transition from an affordable housing complex to using vouchers that allow rental in privately-owned homes. The latter homes are more difficult to find and voucher holders are subject to discrimination. Discrimination against voucher holders is not illegal in Indiana.

ANSWER: Defendants deny the allegations contained in Paragraph 1 of Plaintiffs’ Class Action Complaint.

2. The Tenants, including minor children who regularly played in contaminated dirt, have been exposed to lead, arsenic and potentially other toxic substances. Adults and children have experienced elevated lead levels and, upon information and belief, have experienced elevated levels of arsenic and other toxic substances. The defendants are aware of the dangers of lead. The City’s FY 2014 – 2018 Five Year Consolidated Plan and FY 2014 Action Plan (Action Plan) includes, on Page 40, the following table acknowledging the prevalence of lead-based threats in East Chicago:

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	4,165	94%	4,655	88%
Housing Units build before 1980 with children present	235	5%	1,570	30%

Table 32 – Risk of Lead-Based Paint

Data Source: 2006-2010 ACS (Total Units) 2006-2010 CHAS (Units with Children present)

Despite clearly knowing that lead contamination poses a hazard, the City, Copeland, ECHA, and Cauley (collectively, the “Governmental Defendants”) allowed and directed the Tenants to reside in the Complex on land they knew, or should have known, was contaminated with lead; and they failed to take any steps to inform the Tenants of the lead risk, conduct tests at ECHA properties, or otherwise protect the Tenants.

ANSWER: Defendants deny the allegations contained in Paragraph 2 of Plaintiffs’ Class Action Complaint.

PARTIES, JURISDICTION AND VENUE

3. The City is an Indiana municipal corporation located in Lake County, Indiana.

ANSWER: Defendants admit the allegations contained in Paragraph 3 of Plaintiffs’ Class Action Complaint.

4. The City employed Anthony Copeland, who is currently the mayor of East Chicago.

ANSWER: Defendants admit the allegations contained in Paragraph 4 of Plaintiffs’ Class Action Complaint.

5. ECHA maintained, and maintains, the housing in which the Tenants lived.

ANSWER: ECHA admits that it owns public housing in the City of East Chicago but cannot confirm or deny if the Plaintiff Tenants lived in ECHA owned public housing at all relevant times.

6. ECHA employed Cauley, who is currently its director.

ANSWER: Defendants admit the allegations contained in Paragraph 6 of Plaintiffs’ Class Action Complaint.

7. BP has its headquarters in London, England, but regularly transacts business in Lake County, Indiana. BP is the successor in interest to ARCO.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 7 of Plaintiffs' Complaint and, therefore, deny same.

8. DuPont has its headquarters in Wilmington, Delaware, but regularly transacts business in Lake County, Indiana.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 8 of Plaintiffs' Complaint and, therefore, deny same.

9. ARCO has its headquarters in LaPalma, California but regularly transacts business in Lake County, Indiana. ARCO is now part of BP.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 9 of Plaintiffs' Complaint and, therefore, deny same.

10. At relevant times, the defendants perpetrated the conduct described below individually and/or by and through their respective agents, over whom the defendants exerted operational control concerning the facts at issue.

ANSWER: Defendants deny the allegations contained in Paragraph 10 of Plaintiffs' Class Action Complaint.

11. All of the relevant acts and/or omissions set forth in this complaint took place in Lake County, Indiana.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 11 of Plaintiffs' Complaint and, therefore, deny same.

12. The Tenants all lived in Lake County, Indiana, and specifically in the City of East Chicago, when the relevant acts and/or omissions set forth in this complaint took place.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 12 of Plaintiffs' Complaint and, therefore, deny same.

a. Tenants Angelina Espinoza, Roberto Cabello, Jr., A.E., R.E., N.C., A.C., and K.C. lived in the Complex for at least seven years. They are Hispanic. A.E., R.E., N.C., A.C., and K.C., are minor children.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 12a of Plaintiffs' Complaint and, therefore, deny same.

b. Tenants Kendra Mabry, K.W., M.C. 1, M.C. 2, J.W. 1 and J.W. 2 lived in the Complex for at least three years. Their race is African-American.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 12b of Plaintiffs' Complaint and, therefore, deny same.

13. The Complex is located in the City of East Chicago, Lake County, Indiana.

ANSWER: Defendants admit the allegations contained in Paragraph 13 of Plaintiffs' Class Action Complaint.

14. This is an action for violation of a federal statute, the Fair Housing Act, 42 U.S.C. §3601 *et seq.* This Court has original jurisdiction over this action pursuant to 28 U.S.C. §1331 (federal question).

ANSWER: Defendants deny the allegations contained in Paragraph 14 of Plaintiffs' Class Action Complaint.

15. Venue is proper in the Northern District of Indiana pursuant to 28 U.S.C. §1391 because Defendants are subject to personal jurisdiction in this district.

ANSWER: Defendants admit the allegations contained in Paragraph 15 of Plaintiffs' Class Action Complaint.

CLASS ALLEGATIONS

16. The plaintiffs bring this action as an opt-out action under Federal Rule of Civil Procedure (“FRCP”) 23(b)(2) and 23(b)(3) on behalf of themselves and a putative class of similarly situated individuals.

The plaintiffs maintain that, pursuant to FRCP 23, the class is so numerous that joinder of all members is impracticable, there are question of law or fact common to the class; the claim or defense of the representative parties are typical of the claims or defenses of the class; and the representative parties will fairly and adequately protect the interests of the class.

ANSWER: Defendants deny that this action qualifies as a class under FRCP 23(b)(2) and 23(b)(3).

17. This action is necessary to protect the civil rights of the plaintiffs and all others similarly situated who have been injured by the pertinent discriminatory acts of practices committed by the defendants and their agents, representatives, and servants of any type.

ANSWER: Defendants deny the allegations contained in Paragraph 17 of Plaintiffs’ Class Action Complaint.

18. The reason for not joining all potential class members as plaintiffs is that , on information and belief, there are thousands of potential plaintiffs, making it impractical to bring them before the Court. All plaintiffs are members of a protected class, namely race, national origin, or familial status. There are many persons who are similarly situated that have been affected and the question to be determined is one of common and general interest to many persons constituting the class to which the plaintiffs belong and the group is so numerous as to make it impracticable to bring them all before the Court, for which reason the plaintiffs initiate this litigation for all persons similarly situated pursuant to FRCP 23.

ANSWER: Defendants deny the allegations contained in Paragraph 18 of Plaintiffs’ Class Action Complaint.

19. Issues and questions of law and fact common to the members of the class predominate over questions affecting individual members and the claims of the plaintiffs are typical of the claims of the putative class.

ANSWER: Defendants deny the allegations contained in Paragraph 19 of Plaintiffs' Class Action Complaint.

20. The maintenance of this litigation as a class action will be superior to other methods of adjudication in promoting the convenient administration of justice.

ANSWER: Defendants deny the allegations contained in Paragraph 20 of Plaintiffs' Class Action Complaint.

21. The plaintiffs will fairly and adequately assert and protect the interests of the class.

ANSWER: Defendants deny the allegations contained in Paragraph 21 of Plaintiffs' Class Action Complaint.

SUBSTANTIVE ALLEGATIONS

22. The City lists the demographics of its population at 42.9 percent African-American and 50 percent Hispanic and says that African-American and Hispanic people experience greater affordable housing need in East Chicago. Action Plan P. 29. The Tenants who live, and lived, in the Complex are overwhelmingly African-American and Hispanic.

ANSWER: Defendants deny the allegations contained in Paragraph 22 of Plaintiffs' Class Action Complaint.

23. The Complex has 346 units according to ECHA's 2015 ECHA Plan and 5-Year Plan Update, page 4. Page 19 of the same document details a plan to demolish all of these affordable housing units, Tenant's homes, in 2016:

Development name: West Calumet
Development project number: 29-2 (AMP 3) Family
Activity type: Disposition/Demolition

Application status: Planned Application

Date application planned for submission: TBD

Number of units affected: 346

Coverage of action: Partial or Total Development (TBD)

Timeline for development activity: Projected start date of activity 1/01/16: Projected end of activity 12/31/16

ANSWER: Defendants deny the allegations contained in Paragraph 23 of Plaintiffs' Class Action Complaint.

24. The City, Copeland, ECHA, and Cauley planned to eliminate this affordable, majority minority (African-American and Hispanic) neighborhood during 2016, regardless of whether lead was abruptly "discovered."

ANSWER: Defendants deny the allegations contained in Paragraph 24 of Plaintiffs' Class Action Complaint.

25. In 2014, DuPont and ARCO entered into an agreement with the Environmental Protection Agency and Indiana Department of Environmental Management for a \$26-million clean-up of lead and arsenic contaminants in East Chicago. No notice was provided to Tenants or the public regarding the agreement or the underlying circumstances which detrimentally impacted the property, health, and lives of the Tenants.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 25 of Plaintiffs' Complaint and, therefore, deny same.

26. The combined actions of the Defendants in this matter have harmed the Tenants by exposing them, on an on-going basis, to extremely high levels of lead, arsenic, and other contaminants.

ANSWER: Defendants deny the allegations contained in Paragraph 26 of Plaintiffs' Class Action Complaint.

27. Copeland's wrongful acts were a manifestation of the City's policies and are fairly those of the City because of his position as mayor.

ANSWER: Defendants deny the allegations contained in Paragraph 27 of Plaintiffs' Class Action Complaint.

28. The City's policies and customs, including the plan to demolish the Complex supported the deliberate concealment and aggravation of conditions affecting the Tenants, and these policies and customs were the force behind the conduct of Copeland, ECHA, and Cauley that caused harm to the Tenants.

ANSWER: Defendants deny the allegations contained in Paragraph 28 of Plaintiffs' Class Action Complaint.

29. Lead is a cumulative toxin that affects many body systems and is particularly harmful to young children. Even relatively low levels of exposure can cause serious, irreversible neurological damage.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 29 of Plaintiffs' Complaint and, therefore, deny same.

30. Arsenic is highly toxic and is a carcinogen.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 30 of Plaintiffs' Complaint and, therefore, deny same.

31. The defendants failed to protect the Tenants, concealed the fact that lead and arsenic were present at the Complex, and planned to destroy the Complex at an economically-convenient time with disregard for the rights of the Tenants.

ANSWER: Defendants deny the allegations contained in Paragraph 31 of Plaintiffs' Class Action Complaint.

32. The defendants' wrongful acts constituted intentional discrimination against people based on membership in a protected class: race, national origin, and/or familial status.

ANSWER: Defendants deny the allegations contained in Paragraph 32 of Plaintiffs' Class Action Complaint.

33. In June or July 2016, Copeland and the City abruptly notified the Tenants of what they called the “discovery” of lead and told the Tenants that they would have to move. **Exhibit A, Correspondence.**

ANSWER: Defendants admit that Mayor Copeland sent a letter to citizens in July of 2016 but deny the characterization of same.

34. The tenants have been stymied in their efforts to understand the relocation process, and Copeland, the City, ECHA, and Cauley have utterly failed to communicate clearly about the need to relocate and options available to the Tenants.

ANSWER: Defendants deny the allegations contained in Paragraph 34 of Plaintiffs’ Class Action Complaint.

35. Options made available to the Tenants appear to revolve around vouchers. Many private landlords refuse to accept vouchers, acting out of animus based on class. This discrimination is not illegal in Indiana, Lake County, or East Chicago – leaving Tenants with no “Housing Choice,” even if their vouchers bear that name.

ANSWER: Defendants deny the allegations contained in Paragraph 35 of Plaintiffs’ Class Action Complaint.

36. Throughout their tenancy, the Tenants have been subjected to degrading and humiliating treatment by the City, Copeland, ECHA, and Cauley. This includes, but is not limited to:

- a. Excessive police patrols;
- b. Having various entrances closed, limiting ingress and egress to and from the Complex to one gate; and

- c. Upon information and belief, closure of all gates, allowing no free and unimpeded ingress and egress during “riots” by African-Americans in other parts of the United States.

ANSWER: Defendants deny the allegations contained in Paragraph 36, including sub-parts a through c, of Plaintiffs’ Class Action Complaint.

I. CAUSE OF ACTION: Violation of the Fair Housing Act by Defendants City of East Chicago, Mayor Anthony Copeland, East Chicago Public Housing Authority, and ECHA Director Tia Cauley (Governmental Defendants)

37. The plaintiffs re-allege and incorporate by reference the allegations in all previous paragraphs of this complaint as if fully pleaded herein.

ANSWER: Defendants deny the allegations contained in Paragraph 37 of Plaintiffs’ Class Action Complaint.

38. The Governmental Defendants’ conduct in planning to demolish the Complex, and taking steps to empty it, has made and will make housing unavailable because of national origin, race, or color and also constitutes discrimination in terms, conditions, or privileges of sale or rental of dwellings or in the provision of services because of national origin, race, or color in violation of Section 804(a) and Section 804(b) of the Fair Housing Act, 42 U.S.C. §3604(a) and 42 U.S.C. §3604(b).

ANSWER: Defendants deny the allegations contained in Paragraph 38 of Plaintiffs’ Class Action Complaint.

39. The Governmental Defendants’ adoption and implementation of the Annual Plan has made and will make housing unavailable because of national origin, race, or color in violation of Section *04(a) of the Fair Housing Act, 42 U.S.C. §3604(a).

ANSWER: Defendants deny the allegations contained in Paragraph 39 of Plaintiffs’ Class Action Complaint.

40. The Governmental Defendants' concealment of health risks, and failure to mitigate risks, at the Complex has discriminated in the terms and conditions of housing in violation of 42 U.S.C. §3604(a) and 42 U.S.C. §3604(b).

ANSWER: Defendants deny the allegations contained in Paragraph 40 of Plaintiffs' Class Action Complaint.

41. The Governmental Defendants' unfair policing strategy and failure to provide free ingress and egress at the Complex has discriminated in the terms and conditions of housing in violation of 42 U.S.C. §3604(a) and 42 U.S.C. §3604(b).

ANSWER: Defendants deny the allegations contained in Paragraph 41 of Plaintiffs' Class Action Complaint.

42. The Governmental Defendants' conduct, through their officials, described above, constitutes a violation of the Fair Housing Act, 42 U.S.C. §§3601 *et seq.*

ANSWER: Defendants deny the allegations contained in Paragraph 42 of Plaintiffs' Class Action Complaint.

43. There are persons who have been injured by the Governmental Defendants' discriminatory actions as described above and are aggrieved persons as defined in 42 U.S.C. §3602(i). These persons have suffered, or may have suffered, damages as a result of the defendant's discriminatory conduct.

ANSWER: Defendants deny the allegations contained in Paragraph 43 of Plaintiffs' Class Action Complaint.

44. The Governmental Defendants' conduct has been intentional, willful, and taken in disregard of the Tenants' rights, including African-American and Hispanic residents of the Complex and those with children.

ANSWER: Defendants deny the allegations contained in Paragraph 44 of Plaintiffs' Class Action Complaint.

II. CAUSE OF ACTION: Violation of the Fair Housing Act by Defendants ARCO, Du Pont, and BP (Corporate Defendants)

45. The plaintiffs re-allege and incorporate by reference the allegations in all previous paragraphs of this complaint as if fully pleaded herein.

ANSWER: Defendants deny the allegations contained in Paragraph 45 of Plaintiffs' Class Action Complaint.

46. As set forth above, the defendants ARCO, DuPont, and BP (collectively, the "Corporate Defendants") caused harmful conditions to exist at the Complex, entered into an agreement to mitigate it, took steps that increased the danger, and failed to notify the Tenants.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 46 of Plaintiffs' Complaint and, therefore, deny same.

47. As a result of the Corporate Defendants' actions, the Tenants must leave their homes.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 47 of Plaintiffs' Complaint and, therefore, deny same.

48. As a result of the Corporate Defendants' actions and omission, the Tenants have experienced adverse conditions, different from those experienced by people in predominantly White neighborhoods, in their homes – namely, exposure to lead, arsenic, and other toxins.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 48 of Plaintiffs' Complaint and, therefore, deny same.

49. The Corporate Defendants' conduct, through their agents and in concert with other defendants, described above, constitutes a violation of the Fair Housing Act, 42 U.S.C. §§3601 *et seq.*

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 49 of Plaintiffs' Complaint and, therefore, deny same.

50. There are persons who have been injured by the Corporate Defendants' discriminatory actions as described above and are aggrieved persons as defined in 42 U.S.C. §3602(i). These persons have suffered, or may have suffered, damages as a result of the Corporate Defendants' discriminatory conduct.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 50 of Plaintiffs' Complaint and, therefore, deny same.

51. The Corporate Defendants' conduct has been intentional, willful, and taken in disregard of the rights of Hispanic and African-American residents of East Chicago and families with children, particularly the Tenants in the Complex.

ANSWER: Defendants are without sufficient information to either admit or deny the allegations contained in Paragraph 51 of Plaintiffs' Complaint and, therefore, deny same.

III. CAUSE OF ACTION: Violation of the Fair Housing Act by All Defendants Based on Disparate Impact

52. The plaintiffs re-allege and incorporate by reference the allegations in all previous paragraphs of this complaint as if fully pleaded herein.

ANSWER: Defendants deny the allegations contained in Paragraph 52 of Plaintiffs' Class Action Complaint.

53. The defendants' actions, practices and policies, as described above, have had and continue to have a substantial adverse, disparate impact on Hispanic and African-American households, and households with children, in violation of the Fair Housing Act, 42 U.S.C. §3604(a) and (b). Further, the defendants' actions violate HUD's prohibition, effective March 18, 2013, on disparate impact, 24 CFR §100.70(d)(5), on: enacting or implementing land-use rules, ordinances, policies, or procedures that restrict or deny housing opportunities or otherwise make unavailable or deny dwellings to persons because of race, color, religion, sex, handicap, familial status, or national origin.

ANSWER: Defendants deny the allegations contained in Paragraph 53 of Plaintiffs' Class Action Complaint.

IV. CAUSE OF ACTION: Violation of the Right to Due Process of Law as Guaranteed by the Fourteenth Amendment to the United States Constitution Actionable Pursuant to 42 U.S.C. § 1983 Against the Governmental Defendants

54. The plaintiffs re-allege and incorporate by reference the allegations in all previous paragraphs of this complaint as if fully pleaded herein.

ANSWER: Defendants deny the allegations contained in Paragraph 54 of Plaintiffs' Class Action Complaint.

55. As set forth above, the City, Copeland, ECHA, and Cauley (Governmental Defendants) have ordered the Tenants to leave their homes and planned to demolish them in 2016 without affording any due process whatsoever.

ANSWER: Defendants deny the allegations contained in Paragraph 55 of Plaintiffs' Class Action Complaint.

56. As set forth above, the Governmental Defendants have taken actions that infringe upon and deprive the Tenants of their property rights without meaningful and adequate notice and opportunity to be heard.

ANSWER: Defendants deny the allegations contained in Paragraph 56 of Plaintiffs' Class Action Complaint.

57. The Governmental Defendants, acting under color of state law and local ordinance, have deprived the Tenants of their rights secured by the due process clause of the Fourteenth Amendment, actionable under 42 U.S.C. § 1983.

ANSWER: Defendants deny the allegations contained in Paragraph 57 of Plaintiffs' Class Action Complaint.

V. CAUSE OF ACTION: Violation of the Civil Rights Act of 1866, 42 U.S.C. §1982 Against the Governmental Defendants

58. The plaintiffs re-allege and incorporate by reference the allegations in all previous paragraphs of this complaint as if fully pleaded herein.

ANSWER: Defendants deny the allegations contained in Paragraph 58 of Plaintiffs' Class Action Complaint.

59. The Civil Rights Act of 1866, as amended, 42 U.S.C. § 1982, guarantees that "...[a]ll citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property".

ANSWER: Defendants neither admit nor deny Paragraph 59 of Plaintiffs' Class Action Complaint as Plaintiffs fail to make an allegation.

60. By seeking to declare uninhabitable or demolish all the homes within the Complex and maintaining and implementing an Action Plan that contemplates destruction of the Complex, the Governmental Defendants are intentionally seeking to deprive the Tenants and other African-American and Hispanic residents of their right to inherit, purchase, lease, sell, hold, and convey real and personal property as is enjoyed by white citizens, in violation of 42 U.S.C. § 1982.

ANSWER: Defendants deny the allegations contained in Paragraph 60 of Plaintiffs' Class Action Complaint.

61. The Governmental Defendants have otherwise intentionally discriminated against the Tenants and other African-American and Hispanic residents of West Calumet as described above.

ANSWER: Defendants deny the allegations contained in Paragraph 61 of Plaintiffs' Class Action Complaint.

62. The Governmental Defendants have thus violated the plaintiffs' rights guaranteed under 42 U.S.C. § 1982.

ANSWER: Defendants deny the allegations contained in Paragraph 62 of Plaintiffs' Class Action Complaint.

VI. CAUSE OF ACTION: Violation of the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution Actionable Pursuant to 42 U.S.C. § 1983 Against Governmental Defendants

63. The plaintiffs re-allege and incorporate by reference the allegations in all previous paragraphs of this complaint as if fully pleaded herein.

ANSWER: Defendants deny the allegations contained in Paragraph 63 of Plaintiffs' Class Action Complaint.

64. The City, Copeland, ECHA, and Cauley (Governmental Defendants) have intentionally discriminated against the Tenants and other African-American and Hispanic residents of the Complex as set forth more fully above.

ANSWER: Defendants deny the allegations contained in Paragraph 64 of Plaintiffs' Class Action Complaint.

65. The Governmental Defendants have, under color of federal and state law and local ordinance, intentionally deprived the Tenants of their rights to equal protection under the law as guaranteed to them by the Fourteenth Amendment of the United States Constitution because of their race, ethnicity and/or national origin, actionable pursuant to 42 U.S.C. § 1983.

ANSWER: Defendants deny the allegations contained in Paragraph 65 of Plaintiffs' Class Action Complaint.

REQUEST FOR DECLARATORY RELIEF

66. The Tenants, on the one hand, and the defendants, on the other hand, have adverse legal interests, and there is a substantial controversy between the parties that the Court can resolve by declaring the parties' respective rights.

ANSWER: Defendants deny the allegations contained in Paragraph 66 of Plaintiffs' Class Action Complaint.

67. The Tenants have an interest in and a right to remain in their homes, including the right to be free of unnecessary health risks and to notice of any health risks. They also have the right to limited English proficiency services.

ANSWER: Defendants deny the allegations contained in Paragraph 67 of Plaintiffs' Class Action Complaint.

68. The Tenants are entitled to a declaration, *inter alia*, that the defendants cannot deprive them of their homes; that the defendants cannot implement the Annual Plan designed to deprive them of their homes; that the defendants must provide documents in Spanish and provide Spanish-language interpreters where needed.

ANSWER: Defendants deny the allegations contained in Paragraph 68 of Plaintiffs' Class Action Complaint.

69. The tenants seek corresponding injunctive relief, including a Court order that the defendants are restrained from bringing any action to dispossess them of their homes.

ANSWER: Defendants deny the allegations contained in Paragraph 69 of Plaintiffs' Class Action Complaint.

WHEREFORE, Defendants, East Chicago Housing Authority and Tia Cauley, individually and in her capacity as the director of the East Chicago Housing Authority, pray that Plaintiffs takes nothing by way of their Class Action Complaint and for any/all further just and proper relief in the premises.

RESPECTFULLY SUBMITTED,

/s/ Jewell Harris, Jr.
Jewell Harris, Jr., #22383-45
HARRIS LAW FIRM, P.C.
11410 Broadway
Crown Point, IL 46307
(219) 661-1110

AFFIRMATIVE DEFENSES

Defendants, East Chicago Housing Authority and Tia Cauley, individually and in her capacity as the director of the East Chicago Housing Authority, by counsel, for their Affirmative Defenses to the Plaintiffs' Class Action Complaint, offer the following:

1. As to any paragraphs not heretofore specifically denied, the same are hereby denied.
2. Defendants hereby reserve the right to add additional affirmative defenses as these become known through the process of discovery.
3. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
4. Plaintiffs have failed to name a necessary party to this action.
5. Plaintiffs have failed to mitigate their damages.
6. The fault of Plaintiffs is greater than fifty percent (50%) of the total fault involved, and/or is greater than the fault of all persons whose fault proximately contributed to the Plaintiffs' alleged damages; accordingly, Plaintiffs' action against Defendants is barred pursuant to I.C. 34-51-2-6.
7. Defendants herein are entitled to the benefit of the payment by all collateral sources of any sums of money to the Plaintiffs arising out of the incident described in Plaintiffs' Class Action Complaint.
8. Defendants are protected by statutory immunity afforded to governmental entities as described in Ind. Code 34-13-3-3.
9. Plaintiffs' contributory negligence acts as a complete bar to recovery in this matter because Defendants are a governmental entity for purposes of Ind. Code 34-13-3.
10. Defendants assert the Affirmative Defense of Laches.
11. Defendants assert the Affirmative Defense of Wavier.
12. Defendants assert the Affirmative Defense of Estoppel.
13. Defendants assert the Affirmative Defense of Statute of Limitations.

14. Defendants assert the Affirmative Defense of Comparative Fault.

15. Defendants assert the Affirmative Defense of Contributory Negligence.

WHEREFORE, the Defendants pray that Plaintiffs takes nothing by way of their Class Action Complaint and for any/all further just and proper relief in the premises.

RESPECTFULLY SUBMITTED,

/s/ Jewell Harris, Jr.
Jewell Harris, Jr., #22383-45
HARRIS LAW FIRM, P.C.
11410 Broadway
Crown Point, IL 46307
(219) 661-1110

JURY DEMAND

The Defendants, East Chicago Housing Authority and Tia Cauley, individually and in her capacity as the director of the East Chicago Housing Authority, by counsel, demands trial by jury as to all issues herein.

RESPECTFULLY SUBMITTED,

/s/ Jewell Harris, Jr.
Jewell Harris, Jr., #22383-45
HARRIS LAW FIRM, P.C.
11410 Broadway
Crown Point, IL 46307
(219) 661-1110

CERTIFICATE OF SERVICE

The undersigned attorney certified that he served the attached pleading on all parties of record via the Court's CM/ECF system.

/s/ Jewell Harris, Jr.
Jewell Harris, Jr., #22383-45
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