

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

N. DOE, filing anonymously, )  
SECOND AMENDMENT FOUNDATION, INC., )  
and ILLINOIS STATE RIFLE ASSOCIATION, )

Plaintiffs, )

v. ) Case No. 3:18-CV-545-JPG-SCW

EAST ST. LOUIS HOUSING AUTHORITY )  
and MILDRED A. MOTLEY, in her official )  
capacity as Executive Director of the East )  
St. Louis Housing Authority, )

Defendants. )

**AGREED MOTION FOR ENTRY OF FINAL JUDGMENT  
AND PERMANENT INJUNCTION**

NOW COMES the Plaintiff, N. DOE, filing anonymously, SECOND AMENDMENT FOUNDATION, INC., and ILLINOIS STATE RIFLE ASSOCIATION, and Defendants, EAST ST. LOUIS HOUSING AUTHORITY and MILDRED A. MOTLEY, in her official capacity as Executive Director of the East St. Louis Housing Authority, by and through their attorneys, and move this Court for an Order entering judgment and a permanent injunction pursuant to the attached Stipulation. In support thereof, the parties state as follows:

1. The parties have entered into a Stipulation, which is attached hereto as Exhibit "A."

2. The parties request that the Court enter final judgment and a permanent injunction in accordance with said Stipulation, and according to the Proposed Order, submitted simultaneously with this Motion.



**CERTIFICATE OF ATTORNEY AND NOTICE OF ELECTRONIC FILING**

The undersigned certifies that:

1. On April 3, 2019, the foregoing document was electronically filed with the District Court Clerk *via* CM/ECF filing system;
2. Pursuant to F.R.Civ.P. 5, the undersigned certifies that, to his best information and belief, there are no non-CM/ECF participants in this matter.

/s/ David G. Sigale  
Attorney for Plaintiffs

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and MILDRED A. MOTLEY, in her official	)	
capacity as Executive Director of the East	)	
St. Louis Housing Authority,	)	
	)	
Defendants.	)	

**STIPULATION TO ENTRY OF FINAL JUDGMENT  
AND PERMANENT INJUNCTION**

The parties to this matter, by and through their respective counsel, hereby stipulate to the entry of the following order for final judgment and permanent injunctive relief of the Court:

The Plaintiffs are challenging the following Sections of the ESLHA Lease:

- Section IX(p), which prevents N. DOE, and other ESLHA residents who are otherwise qualified to possess a firearm in their residence, from keeping a firearm in their homes;
- Section XIV and XIV(a)(11), which states that N. DOE, and other ESLHA residents who are otherwise qualified to possess a firearm in their residence, can have their Leases terminated for possessing a firearm for self-defense, as Section XIV(a)(11) states that “[p]ossession of firearms by the resident, household member or guest on any ESLHA property” is a serious or material violation of the material terms of the Lease.

Plaintiffs are challenging the above ESLHA Lease sections as unconstitutional as applied to ESLHA residents who are otherwise qualified to possess a functional firearm in their residence. Plaintiffs seek to enjoin Defendants from enforcing the above-referenced Lease provisions and any other Lease provisions that would prohibit N. DOE, and other ESLHA residents who are otherwise qualified to possess a firearm in their residence, from keeping

functional firearms in their homes.

Accordingly, the parties stipulate that the Court shall issue an Order, pursuant to Plaintiffs' as-applied challenge to the above-referenced ESLHA Lease provisions *via* the Second Amendment, and the Due Process and Equal Protection Clauses of the Fourteenth Amendment, enjoining Defendants, with respect to ESLHA residents properly identified and included in an ESLHA lease agreement, from enforcing the following sections of the ESLHA Lease:

- Section IX(p), which prevents N. DOE, and other ESLHA residents who are otherwise qualified to possess a firearm in their residence, from keeping a firearm in their homes;
- Section XIV and XIV(a)(11), which states that N. DOE, and other ESLHA residents who are otherwise qualified to possess a firearm in their residence, can have their Leases terminated for possessing a firearm for self-defense, as Section XIV(a)(11) states that “[p]ossession of firearms by the resident, household member...on any ESLHA property” is a serious or material violation of the material terms of the Lease.

as applied to the inability of N.DOE and other ESLHA residents who are permitted under Illinois law to possess a firearm, to possess functional firearms that are legal in their jurisdiction for self-defense and defense of others in their residences, provided they are otherwise-qualified to do so.

Nothing in this Stipulated Agreement shall be construed to alter or amend any ESLHA rule, regulation or lease provision with respect to guests or other non-residents possessing firearms on ESLHA property. Further, nothing in this Stipulated Agreement shall be construed to alter or amend any ESLHA rule, regulation or lease provision prohibiting guests, residents or non-residents from displaying firearms anywhere on ESLHA property outside resident units, including in common areas within any development. To the contrary, guests, residents and non-residents are and shall continue to be prohibited from displaying fire arms outside resident units and doing so by a resident shall constitute a lease violation, unless necessary for self-defense or defense of others in accordance with applicable law.

Upon execution of this Stipulated Agreement, and entry of an Order by the Court accepting same, Defendants shall strike or amend the challenged sections of the ESLHA Lease, such that the ESLHA will no longer prohibit Plaintiffs and other ESLHA residents, who are otherwise qualified under Illinois law to possess a firearm, from possessing functional firearms, that are legal in their jurisdiction, in their residence, as provided in this Stipulated Agreement.

It is understood and agreed by the parties that changes to the ESLHA lease may take six or more months to complete due to notice and public comment requirements imposed by the Department of Housing and Urban Development and ESLHA regulations. Defendants agree that they will not enforce the referenced lease provisions while the lease is in the process of being amended.

Further, upon entry of the final order and permanent injunction, Defendants will compensate Plaintiffs for reasonable attorneys' fees in the agreed amount of \$7,500.00.

Execution of this Stipulated Agreement is not to be construed as an admission of any wrongdoing by ESLHA and, in fact, ESLHA denies any wrongdoing whatsoever. This stipulated agreement should not be construed as an admission of any wrongdoing by ESLHA but based on prior judicial decisions, the court is likely to enter the injunction sought by Plaintiffs.

Agreed to on the 25th day of March, 2019:

East St. Louis Housing Authority and  
Mildred A. Motley, Defendants.

N. Doe, filing anonymously, *et al*, Plaintiffs.

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