

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

For the Seventh Circuit

Chicago, Illinois 60604

Submitted November 2, 2023*

Decided November 27, 2023

Before

FRANK H. EASTERBROOK, *Circuit Judge*

ILANA DIAMOND ROVNER, *Circuit Judge*

DORIS L. PRYOR, *Circuit Judge*

Nos. 23-1167 & 23-1097

CHRISTOPHER J. BONDS and
CHARLES TALLEY, JR.,
Plaintiffs-Appellants,

v.

HOUSING AUTHORITY OF COOK
COUNTY, et al.,
Defendants-Appellees.

Appeals from the United States District Court
for the Northern District of Illinois,
Eastern Division.

No. 21 CV 5425

Manish S. Shah,
Judge.

ORDER

Charles Talley, Jr., and his adult son, Christopher Bonds, sued their landlords and the state agency that administered their housing voucher for violations of their civil rights. The district court granted the defendants' motions to dismiss for failure to state a claim. We affirm.

* We have agreed to decide the cases without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

We accept the well-pleaded facts in the plaintiffs' operative complaint as true and draw all inferences in their favor. *Thomas v. Neenah Joint Sch. Dist.*, 74 F.4th 521, 522 (7th Cir. 2023). (The plaintiffs assert that the complaint should be construed liberally, but it was prepared by counsel and thus not entitled to the liberal reading afforded pro se complaints. *See Erickson v. Pardus*, 551 U.S. 89, 94 (2007).) In 2003, Talley and Bonds, who are both Black and disabled, began renting a house in Hoffman Estates, Illinois. A portion of their rent was paid by a voucher from the Housing Authority of Cook County. *See* 42 U.S.C. § 1437f.

Talley and Bonds rented the house until 2021, when the events relevant to this appeal occurred. In early 2021, the plaintiffs' landlords, Alice Fen Lee and David Hart, received a citation from the Village of Hoffman Estates for code violations involving the house. Over the years, they had allowed the house to fall into disrepair. In May 2021, a village code inspector identified 11 violations, including foundation damage caused by leaking and flooding, a broken refrigerator, windows that did not open and close properly, and a roof that was installed without a permit and needed repair. The plaintiffs tried unsuccessfully to push Lee to make the necessary repairs. Talley eventually told Lee that unless the repairs were made, he would withhold his portion of the rent and move out.

Meanwhile, the plaintiffs complained about the house's state of disrepair to the Housing Authority, which took no immediate action. In June, however, the house was inspected by the agency on two occasions, and in both instances it failed the inspection.

Around this time, Talley sought and received from the Housing Authority a voucher for an accessible, two-bedroom unit as a reasonable accommodation for Bonds's disabilities. But any relocation to a new unit meant that the plaintiffs first had to obtain from the agency appropriate "moving papers." Talley was told by an employee of the Housing Authority that he would not receive these papers until he paid all the withheld rent. On one occasion, Talley was told that if he continued to withhold rent, his voucher would be terminated.

At one point, the Housing Authority scheduled a meeting with Talley over his impending move, but it later sent Talley a "Notice of Termination" of his voucher eligibility. In October, Talley responded and asked the agency for an informal hearing to appeal the termination notice. No hearing took place. Less than a month later, Lee sued Talley in state court for eviction and obtained an eviction order against him.

The plaintiffs brought this civil rights suit against the Housing Authority and its executive director, along with Lee and Hart. In their operative complaint, the plaintiffs

alleged that the Housing Authority unlawfully deprived them of moving papers and terminated their voucher without a hearing, *see* 42 U.S.C. § 1983; *id.* § 1437d(k); that the Housing Authority repeatedly failed to accommodate their disabilities in violation of the Rehabilitation Act, Fair Housing Amendments Act, and Americans with Disabilities Act, *see* 29 U.S.C. § 794(a); 42 U.S.C. § 3604(f); *id.* § 12132; and that the Housing Authority and their landlords discriminated against them because of their race, *see* 42 U.S.C. § 3604(b); *id.* § 1982.

The court granted the defendants' motions to dismiss for failure to state a claim. *See* FED. R. CIV. P. 12(b)(6). With regard to the plaintiffs' due process claims, the court concluded that the plaintiffs could not proceed against the Housing Authority, a municipal corporation of Illinois, because they failed to plausibly allege that their rights were violated by any express municipal policy, widespread practice or custom, or decision taken by a final policymaker. *See Monell v. Dep't of Soc. Servs.*, 436 U.S. 658, 690–91 (1978). Regarding the plaintiffs' disability discrimination claims, the court concluded that the plaintiffs failed to plausibly allege that the agency did not reasonably accommodate them. As for the plaintiffs' race discrimination claims, the court concluded that the plaintiffs neither identified who discriminated against them nor plausibly alleged that any discrimination occurred.

On appeal, the plaintiffs generally challenge the district court's ruling, though they do not engage with the court's reasoning. *See* FED. R. APP P. 28(a). Regardless, the court's dismissal here was proper. The court correctly determined that the plaintiffs did not state a *Monell* claim because they did not plead facts plausibly suggesting that the alleged deprivations could be traced to a municipal action. *See Thomas*, 74 F.4th at 524. Nor did the plaintiffs adequately plead a failure-to-accommodate claim. First, they did not allege that they asked for (or needed) help, based on their disabilities, in locating housing or requesting repairs. *Cf. Brown v. Meisner*, 81 F.4th 706, 708–09 (7th Cir. 2023) (vacating dismissal of failure-to-accommodate claim where disabled prisoner alleged that he asked prison for "an ADA reasonable accommodation" to mitigate severe pain). To the extent the plaintiffs maintain that the Housing Authority never issued the requisite moving papers, the plaintiffs do not contest the district court's ruling regarding waiver—that they waived any argument that their allegations of non-receipt were uncontradicted by exhibits attached to the initial complaint. *See* Dist. Ct. Order of Dec. 14, 2022, at 10 n.6. Finally, the court correctly concluded that the plaintiffs' generalized allegations could not permit a factfinder to plausibly infer that the Housing Authority or the landlords discriminated against the plaintiffs based on their race. *See Kaminski v. Elite Staffing, Inc.*, 23 F.4th 774, 776–77 (7th Cir. 2022).

We close with a word about the performance of William J. McMahon, the last attorney whom the district court recruited to represent the plaintiffs. The brief that McMahon filed in response to the government defendants' motion to dismiss was, as the district court noted, seemingly "drafted for another case." Indeed, McMahon appears essentially to have reproduced a brief filed by the tenant in *Pickett v. Housing Authority of Cook County*, 114 F. Supp. 3d 663 (N.D. Ill. 2015). (We know this because McMahon failed to change the name of the plaintiff in several places.) As the district court noted, McMahon's brief did not "respond in any way" to many of the government defendants' arguments. Nor did McMahon seek leave to file a second amended complaint. This is conduct unbecoming a member of our bar. We therefore give McMahon 30 days to show cause, if he has any, why he should not be subject to admonishment or censure or other appropriate discipline.

AFFIRMED