NONPRECEDENTIAL DISPOSITION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 7, 2025*
Decided November 10, 2025

Before

FRANK H. EASTERBROOK, *Circuit Judge*

KENNETH F. RIPPLE, *Circuit Judge*

DORIS L. PRYOR, *Circuit Judge*

No. 24-1491

ANDY H. WILLIAMS, JR.,
Plaintiff-Appellant,

v.

HEARTLAND REALTY INVESTORS, INC., and HEARTLAND WILLOWBROOK LLC d/b/a WILLOWBROOK APARTMENT HOMES,
Defendants-Appellees.

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

No. 21-cv-5730

Sharon Johnson Coleman,
Judge.

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* We have agreed to decide the case 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).

O R D E R

Andy Williams appeals a judgment against his claims that the owner and manager of rental property in northeastern Illinois violated the Fair Housing Act by discriminating against him and his wife based on their race and national origin. We affirm.

In October 2021, Williams and his wife Vonita Cruz—renters in Willowbrook, Illinois—sued their property manager, Heartland Realty Investors, Inc., and landlord, Heartland Willowbrook LLC (together "Heartland"). The couple asserted claims for racial discrimination under 42 U.S.C. § 1981 and the Fair Housing Act, 42 U.S.C. §§ 3604(a), 3617; constitutional claims under 42 U.S.C. §§ 1983, 1985(3); and Illinois state law claims including common-law and statutory fraud. Williams and Cruz later amended their complaint to assert a new claim under the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692e, 1692k, against Heartland's legal counsel, Starr, Bejgiert, Zink & Rowells.

As they recounted in their first amended complaint, Williams (an African American of Hebrew descent) and Cruz (of Puerto Rican descent) rented an apartment from Heartland. In July 2021, they found posted on their door a "notice of infraction," stating that a grill on their patio violated a city ordinance. Their lease, which they attached to their amended complaint, includes a special provision that prohibits the use of grills, in accordance with a city ordinance. Williams had seen other tenants with grills and could not find a copy of the ordinance, so he sent a request for more information to a Heartland representative whose email address appeared on the notice. Williams did not hear anything back.

A month later, Heartland sent Williams and Cruz a letter informing them that it would not renew their lease. And after their lease expired, they learned that an eviction action had been filed against them in state court by Heartland's counsel, Starr, Bejgiert, Zink & Rowells.

The district court then granted in part and denied in part Heartland's motion to dismiss the complaint. The court dismissed several of Williams and Cruz's claims for failure to state a claim; allowed the couple to proceed on claims under the Fair Housing Act, § 1981, state breach of contract, and the Illinois Human Rights Act. The court granted leave to amend claims of common-law and statutory fraud, as well as intentional infliction of emotional distress.

In October 2022, Williams and Cruz filed a second amended complaint, in which they reasserted the previously dismissed claims and added as a defendant to their constitutional claims James McCluskey, the judge presiding over the state court eviction action. The second amended complaint alleged that Judge McCluskey had denied Williams and Cruz of due process in the state eviction case, conspired with Heartland to deprive them of due process and a fair trial, and failed to prevent Heartland's conspiracy to block the eviction.

The district court screened the second amended complaint under 28 U.S.C. § 1915(e)(2)(B)(ii) and allowed Williams and Cruz to proceed on their Fair Housing Act claims, their § 1981 claim, their state breach-of-contract claim, and their Illinois Human Rights Act claim. The court, however, dismissed all other claims. The court explained that Judge McCluskey was entitled to absolute judicial immunity; that several identical counts already had been dismissed in its prior order; and that Williams and Cruz had failed to plead their fraud claims with the particularity required under Federal Rule of Civil Procedure 9(b).

The case proceeded to trial on the remaining discrimination and contract claims, and the jury returned a verdict in favor of Heartland.

On appeal, Williams[1] first challenges the district court's dismissal of his § 1985(3) claim alleging that Judge McCluskey conspired with Heartland to violate his due process rights. The district court had dismissed Williams and Cruz's § 1985 claim because they failed to allege that the defendants were "state actors" or that the defendants had conspired with state actors to deprive them of their constitutional rights. Williams argues that the district court failed to recognize Judge McCluskey as a state actor involved in the conspiracy, and, alternatively, even if the conspiracy did not involve a state actor, § 1985(3) applies to purely private conspiracies.

The district court correctly dismissed the claim under § 1985(3) for failure to state a claim. First, Williams failed to plausibly allege that Judge McCluskey was involved in a conspiracy with Heartland. That the judge ruled in favor of Heartland in the eviction case does not make him an actor in Heartland's alleged conspiracy. *See Dennis v. Sparks*, 449 U.S. 24, 28 (1980). Second, the district court correctly concluded that Williams's allegations against Heartland—brought under the Fourteenth Amendment—do not fall within the narrow exception for purely private conspiracies that are actionable under § 1985(3). The exception applies only if private defendants interfere with rights (like

[1] Cruz did not file a notice of appeal and is not an appellant in this case.

those under the Thirteenth Amendment) that are enforceable against private citizens. *See Milchtein v. Milwaukee County*, 42 F.4th 814, 827 n.4 (7th Cir. 2022).

Next, Williams argues the district court erred by dismissing his claim under the Fair Debt Collection Practices Act against Heartland's counsel, Starr, Bejgiert, Zink & Rowells.[2] The court dismissed his claim under the Act because Heartland Realty Investors (the property manager) had authority under its management agreement to bring the eviction action on behalf of Heartland Willowbrook LLC (the owner). Williams argues that this conclusion was wrong because the eviction complaint misrepresented that the property manager was entitled to possession instead of the owner.

The district court appropriately dismissed this claim, too, because Williams failed to allege that Starr, Bejgiert, Zink & Rowells made a false or misleading representation in the eviction case. *See* 15 U.S.C. § 1692e; *Boucher v. Fin. Sys. of Green Bay, Inc.*, 880 F.3d 362, 366 (7th Cir. 2018). According to its management agreement, Heartland Realty Investors, Inc., had authority to enforce leases and terminate tenancies. Based on that language, Starr, Bejgiert, Zink & Rowells did not make a false or misleading representation when it filed the eviction complaint on behalf of Heartland Realty Investors.

Next, Williams argues that the district court improperly dismissed his common-law and statutory fraud claims. The district court concluded that these claims failed because they had not been pleaded with particularity, as required under Rule 9(b), because they had not described "the who, what, where, when, and how of the fraud." But Williams counters that he satisfied the heightened pleading standards by outlining the who (Heartland and its agents), what (the reference in the notice of infraction to a city ordinance that banned grills), when (July 2021), where (posted on their front door), and how (inducing them to remove the grill from their patio).

The district court correctly determined that these allegations do not state a claim. Claims for both common-law fraud and statutory fraud under the Illinois Consumer Fraud Act must allege a deceptive act intended to induce the plaintiff's reliance. *Ash v. PSP Distribution, LLC*, 226 N.E.3d 748, 753–54 (Ill. App. Ct. 2023). Williams sees deception in the reference in Heartland's notice of infraction to a city ordinance that banned grills—he insists no such ordinance exists. He alleged that he was induced by the notice to remove the grill out of fear of eviction, but this is not the same thing as

[2] Starr, Bejgiert, Zink & Rowells is not participating in this appeal.

acting out of fear of an ordinance violation. His reliance, then, was induced by the prospect of a lease violation that could lead to eviction, not any deception in connection with an ordinance, and this is insufficient to state a claim of fraud.

Finally, Williams argues that the district court wrongly dismissed his second amended complaint when it screened his case under 28 U.S.C. § 1915(e)(2). He maintains, relying on one of our nonprecedential orders, that this provision does not apply to fee-paying litigants like himself. *See Williams v. United States*, No. 22-3121, 2023 WL 5201740, at *2 (7th Cir. Aug. 14, 2023) (stating that Williams was "a fee-paying plaintiff whose pleadings were not subject to screening under 28 U.S.C. § 1915(e)(2)"). We acknowledge that this question is one that has divided the circuits, *see Bradley v. Sabree*, 842 F.3d 1291, 1292 n.1 (7th Cir. 2016), but our published decisions have interpreted this provision to apply to "all litigants, prisoners and non-prisoners alike, regardless of fee status." *Rowe v. Shake*, 196 F.3d 778, 783 (7th Cir. 1999).

We have reviewed Williams's remaining arguments, and none has merit.

AFFIRMED