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

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| JAMES BROWN, SR., and JAMES BROWN JR.,<br><br>Plaintiffs,<br><br>v.<br><br>CHRISTINA LITTLE, DCFS investigator, in her individual capacity;<br>KARLA ROBERTSON, DCFS supervisor in her individual capacity; and<br>GLENDA BEASLEY, DCFS area administrator in her individual capacity,<br><br>Defendants. | ) | Civil Action No. _____ |

**COMPLAINT**

## I. INTRODUCTORY STATEMENT

1. This complaint, brought pursuant to 42 U.S.C. § 1983, arises from the actions of Illinois Department of Children and Family Services' ("DCFS") agents, collectively referred to as the "DCFS Defendants," who unlawfully separated a safe, happy, and healthy teenager from his primary caretaker. Without evidence of any reasonable basis to believe that the minor was in imminent danger of serious harm, the DCFS Defendants forced the family to separate by threatening to place the teenager in foster care unless he moved in with a relative. Under the intolerable weight and fear of these coercive threats, the father acquiesced to the DCFS Defendants' demands that his son no longer live with him at home, resulting in a seven-month separation.

2. On or about September 21, 2023, DCFS investigator Christina Little ("Defendant Little") was assigned to investigate claims that James Brown, Jr. ("J.B.") was living with his father,

James Brown, Sr. ("Brown"), in a home without consistent running water. Defendant Little quickly learned that the lack of running water was due to Brown's financial inability to pay the water bill—which was delinquent through no fault of his own—and, further, that Brown ensured J.B. had constant access to bottled water for drinking and household tasks and made arrangements for regular showering.

3. Within hours of being assigned the investigation, Defendant Little gave Brown an unlawful and coercive ultimatum despite possessing no evidence that J.B. was at imminent risk of any harm or injury: either 1) sign a "safety plan" taking J.B. out of Brown's home and requiring him to stay with Brown's sister, Denise Avery ("Avery") or 2) J.B. would be removed into DCFS protective custody and placed in foster care.

4. Under a federal consent decree entered following the issuance of a preliminary injunction in *Norman v. Johnson*, 739 F. Supp. 1182 (N.D. Ill. 1990) (the "*Norman* Consent Decree"[1]), DCFS is required to offer assistance in alleviating a family's poverty-related living circumstances before separating children from their parents on the basis of those circumstances. Defendant Little made no effort to offer the family financial or logistical assistance to resolve the absence of running water in their home prior to separating J.B. from his father.

5. By using the terrifying threat of losing his son to the foster care system, Defendant Little induced Brown into signing the safety plan separating J.B. from his father. Because Defendant Little made this threat without sufficient evidence of any abuse or neglect and without offering any poverty alleviation measures as required under *Norman*, the threat was unlawful and the ensuing coerced separation was involuntary, thereby impairing Brown's and J.B.'s fundamental

[1] *Norman v. Suter*, No. 89-C-1624, Consent Decree (N.D. Ill. Mar. 28, 1991). Gordon Johnson was the DCFS Director at the time the plaintiff class in Norman filed their complaint. During the time that the lawsuit remained in active litigation and monitoring, subsequent DCFS Directors Sue Suter and Jess McDonald were substituted as the defendant in accordance with Fed. R. Civ. P. 25(d)(1).

rights to family association and integrity. She took these steps with the knowledge and approval of her superiors, Defendants Karla Robertson and Glenda Beasley.

6. Approximately one month after imposing the unlawful safety plan, the DCFS Defendants prepared, and then directed Brown to sign, a short-term guardianship document placing J.B. in the legal care and custody of Avery. At this time, the DCFS Defendants threatened Brown again that, if he refused to sign, this would result in escalating DCFS intervention, including J.B. entering foster care.

7. As a direct result of this coerced change in custody—implemented by the DCFS Defendants under false pretenses, without providing any process for reunification, and while refusing Brown's requests for *Norman*-related assistance—J.B. was unable to reunite with his father until April 2024, after Brown secured new housing on his own, without the assistance or support of DCFS.

8. J.B. was diagnosed with Tourette's Syndrome ("Tourette's") when he was seven years old and must make significant efforts to manage his Tourette's. The extreme stress and trauma resulting from his forced separation from his father exacerbated J.B.'s condition and hindered his abilities to focus, to manage his Tourette's symptoms, and to be engaged at school. During the separation, J.B. became notably more isolated, removed, agitated, and depressed, rarely speaking to his aunt while living in her home. While staying with his aunt, J.B. stopped exercising and going to the gym, an activity he enjoyed and was committed to prior to his separation from Brown. Additionally, J.B.'s vocal tics escalated and he began having involuntary verbal outbursts almost nightly, where he would yell and scream.

9. Since reuniting with his father, J.B.'s verbal outbursts have persisted, though their frequency has substantially decreased. J.B. has resumed his exercise regimen, applied to a college

program, and his sociability has noticeably increased. For over a year—from the time he was reunited with his father in April 2024 until he turned 18 years old in May 2025—J.B. carried continuous anxiety that he could be separated from his father again at any moment.

10. Plaintiffs J.B. and Brown, collectively "Plaintiffs," seek to redress the deprivation of their substantive and procedural due process rights to familial association under the Fourteenth Amendment because of the unconstitutional separation imposed by DCFS. The DCFS Defendants' directive about where J.B. must reside also constitutes an unconstitutional seizure in violation of his Fourth Amendment rights.

11. Pursuant to 42 U.S.C. § 1983, Plaintiffs seek compensatory and punitive damages for the injuries to each member of the family, costs under 28 U.S.C. § 1920, and an award of attorneys' fees under U.S.C. § 1988.

## II. JURISDICTION AND VENUE

12. This Court has jurisdiction over Plaintiffs' claims brought pursuant to 42 U.S.C. § 1983 and pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3).

13. Venue is proper in this district under 28 U.S.C. § 1391 because:

(a) The Northern District of Illinois is the judicial district in which substantially all of the events or omissions giving rise to Plaintiffs' claims occurred; and

(b) The Defendants are found or are employed, or at the time of the incidents giving rise to this suit, were so employed, in the Northern District of Illinois.

## III. PARTIES

14. Plaintiff Brown, born November 13, 1969, is the father of Plaintiff J.B. At the time J.B. was improperly removed from his care and custody, Brown resided in Harvey, Illinois.

15. Plaintiff J.B., born May 29, 2007, is the son of Plaintiff Brown. At the time the underlying DCFS investigation commenced, J.B. resided with his father, Brown, in Harvey,

Illinois. Following the separation implemented by the DCFS Defendants in this case, and for the duration of the unlawful safety plan and temporary guardianship, J.B. resided with his aunt, Avery, in Dolton, Illinois.

16. Defendant Little was, at the time of the incidents giving rise to this complaint, a DCFS investigator employed in the DCFS office in Harvey, Illinois, who was assigned to investigate J.B. and his living situation. She is sued in her individual capacity.

17. Defendant Karla Robertson ("Defendant Robertson") was, at the time of the incidents giving rise to this complaint, a DCFS supervisor who was the direct supervisor of Defendant Little. As such, Defendant Robertson was responsible for reviewing and approving the actions of Defendant Little regarding J.B. and Brown, and she did review and approve those actions. She is sued in her individual capacity.

18. Defendant Glenda Beasley ("Defendant Beasley") was, at the time of the incidents giving rise to this complaint, a DCFS area administrator who was the supervisor of Defendants Little and Robertson. As such, Defendant Beasley was responsible for reviewing and approving the actions of Defendants Little and Robertson regarding J.B. and Brown. In particular, Defendant Beasley was required to review and approve any critical decision to take protective custody of J.B., which she did. She is sued in her individual capacity.

19. At all times relevant to this complaint, Defendant Little, Defendant Robertson, and Defendant Beasley (collectively, the "DCFS Defendants") acted under color of state law.

## IV. STATEMENT OF THE CASE

### A. Illinois Law and State Policies and Procedures Regarding the Taking of Children from Their Parents via Temporary Protective Custody

20. Pursuant to the Illinois Abused and Neglected Child Reporting Act ("ANCRA"), any person may make a report to DCFS based upon "reasonable cause to believe a child may be

an abused child or a neglected child." 325 ILCS 5/4(f). Such reports shall be made by telephone to the "hotline," and DCFS must thereafter promptly initiate an investigation into the merits of calls it accepts, sometimes working jointly with law enforcement authorities if the allegations in the call give rise to a potential criminal complaint. 325 ILCS 5/7, 325 ILCS 5/7.1(a), and 325 ILCS 5/7.3(a).

21. Families have a long-established substantive due process right to familial association. *Brokaw v. Mercer County*, 235 F.3d 1000, 1018 (7th Cir. 2000). Under Illinois law, police officers, doctors, and DCFS investigative employees (as "designated" DCFS employees), and only such persons, have the legal authority to temporarily remove a child from his or her parent against the will of the parent. 325 ILCS 5/5. This authority—the authority to take temporary protective custody—is limited to only such exigent circumstances wherein leaving the child in the custody of their parent(s) would "endanger… the child's health or safety" and "there is not time to apply for a court order" for temporary custody of the child. *Id*.

22. To take a child into protective custody, the seizure must be "pursuant to a court order," "supported by probable cause," or "justified by exigent circumstances, meaning that state officers have reason to believe that life or limb is in immediate jeopardy." *Brokaw*, 253 F.3d at 1010 (quoting *Tenenbaum v. Williams*, 193 F.3d 581, 605 (2d Cir. 1999)).

23. Probable cause exists when the known facts and circumstances would lead a reasonably prudent DCFS agent to believe that the child "faced an immediate threat of abuse based on those facts." *Hernandez v. Foster*, 657 F.3d 463, 475 (7th Cir. 2011) (quoting *Siliven v. Ind. Dep't of Child Servs*., 635 F.3d 921, 926 (7th Cir. 2011)); *see also Brokaw*, 235 F.3d at 1019 ("[A] state has no interest in protecting children from their parents unless it has some definite and articulable evidence giving rise to a reasonable suspicion that a child has been abused or is in

imminent danger of abuse."). While there may be rare occurrences where credible allegations of severe neglect justify removal of a child from their home, the facts must support a finding of exigent circumstances. *Id*. at 1011.

24. DCFS policies require that the taking of protective custody be approved by DCFS supervisory staff. Ill. Dept. of Children and Family Services Procedures §§ 300.70 & 300.120.

25. Once taken into temporary protective custody, a child must be brought before a judicial officer within 48 hours, exclusive of holidays and weekends, or else released back to the custody of his or her parents or guardians. 705 ILCS 405/2-9. If the judicial officer does not determine that the minor should be detained in custody, or if the child is not brought before a judicial officer within the 48-hour period, the child must be released from temporary protective custody. *Id*.

26. If DCFS causes a petition to be filed against a family, in which it seeks to *maintain* temporary custody after taking protective custody of a child without a court order, in order to grant such petition, the Juvenile Court Act requires the court to find that, for the safety of the child, there is an "immediate and urgent necessity" he or she be placed outside the custody of his or her parents. 705 ILCS 405/2-10.

27. Regardless of whether DCFS takes protective custody of a child following a hotline call, and regardless of whether it seeks or secures the filing of a juvenile court petition alleging a child is abused or neglected, DCFS regulations require it to complete investigations of hotline calls within 60 days, except as such time may be extended for good cause. 325 ILCS 5/7.12. At the conclusion of its investigation, DCFS shall determine whether the allegations under investigation are "indicated," meaning that DCFS finds credible evidence of abuse or neglect, or "unfounded,"

meaning that DCFS did ***not*** find credible evidence of abuse or neglect. *Id*. This determination is made by the assigned DCFS investigator in consultation with their superiors.

28. In the event credible evidence is found, the alleged perpetrator is afforded the right to take an administrative appeal from that decision and obtain review in the DCFS Administrative Hearings Unit. Ill. Admin. Code 89, § 336.50. In such a review, DCFS has the burden of proving that a preponderance of the evidence supports the allegation, and thus, the resulting indicated finding. *Id*.

### B. Illinois Law and State Policies and Procedures Regarding the Implementation of Safety Plans

29. When DCFS possesses sufficient legal grounds to take a child into the temporary protective custody of the State, DCFS may offer the parents an alternative option to agree to a "safety plan," which imposes restrictions on the parent's interactions with the child pending the completion of the State's investigation into suspected abuse. *Dupuy v. Samuels*, 465 F.3d 757, 760 (7th Cir. 2006).

30. Although safety plans are considered "less extreme" than formally removing a child from parental custody, they are still sufficiently invasive to be a deprivation of the family's liberty. *Id*.

31. A safety plan that is voluntary and entered into by consent of the parents does not require a hearing or other procedural due process prior to its implementation. *Id*. at 761.

32. However, a safety plan entered into via duress, coercion, or other illegal means is considered involuntary and unconstitutional. *Id*. at 762; *see also Hernandez*, 657 F.3d at 482.

33. Unwarranted threats by DCFS agents to remove a child from their parent's custody, even standing alone, violates the parent's right to familial relations, as protected by the Fourteenth

Amendment, and may give rise to claims of Section 1983 violations even if no further impairment of rights occurs. *Doe v. Heck*, 327 F.3d 492, 524-25 (7th Cir. 2003).

34. Additionally, threats to separate a child from their parent without a court order amount to unconstitutional duress or coercion if a DCFS agent does not have "some definite and articulable evidence giving rise to a reasonable suspicion" of past or imminent danger of abuse or other exigent circumstances. *Brokaw*, 235 F.3d at 1019; *see also Hernandez*, 657 F.3d at 482 ("where an official makes a threat to take an action that she has no legal authority to take, that is duress.").

35. Thus, if a DCFS agent uses a threat of immediate protective custody to induce a parent's acquiescence to a safety plan without having a reasonable suspicion of past or imminent danger of abuse or other exigent circumstances placing life or limb in grave danger, then the safety plan is made via duress or coercion. A safety plan created under such circumstances is unconstitutional. *Hernandez v. Foster*, 657 F.3d 463, 482 (7th Cir. 2011).

36. Further, falsely claiming to have legal grounds for taking a child into the protective custody of the State is a material misrepresentation and any parent-child separation obtained due to that false claim runs afoul of constitutional due process. *Brokaw*, 235 F.3d at 1020 (holding that "no matter how much process is required, at a minimum it requires that government officials not misrepresent the facts in order to obtain the removal of a child from his parents.")

### C. Illinois Law and State Policies and Procedures Regarding the Provision of *Norman* Assistance Under the *Norman* Consent Decree

37. In *Norman v. Johnson*, a plaintiff class of impoverished parents who had lost or were at risk of losing custody of their children due to claims of inadequate shelter, food, or clothing filed a lawsuit alleging that the DCFS policies and practices allowing for these family separations

violated federal statutory and constitutional requirements. *See generally* 739 F. Supp. 1182 (N.D. Ill. 1990).

38. Pursuant to the *Norman* Consent Decree arising from that litigation, a DCFS agent cannot separate a child from their parent "because of living conditions or lack of subsistence" unless there is "'imminent danger' to the child's life or health and … [the agent] has made 'reasonable efforts' to prevent or eliminate the need for removal." *Norman v. McDonald*, 930 F. Supp. 1219, 1221 (N.D. Ill. 1996). The *Norman* Consent Decree provides examples of "reasonable efforts," such as "assistance in locating and securing housing, temporary shelter, cash assistance ... in-kind services including food or clothing, child care, emergency caretakers, or advocacy with public and community agencies providing such services." *Id.*

39. The plaintiff class entitled to the protections of the *Norman* Consent Decree includes parents "for whom there is a pending report …that is or should have been designated as an allegation of 'inadequate shelter,' 'inadequate food,' 'inadequate clothing,' 'environmental neglect,' or any successor allegations that cover these categories of reports, and DCFS has taken or could take protective custody of the children…because of that allegation." *Id*. at fn. 2.

40. Soon after the *Norman* Consent Decree was entered, DCFS established a dedicated Office of Housing and Cash Assistance, which specifically processes requests for funds by *Norman* class members, distributes cash assistance, and provides other related *Norman* Services.

41. The DCFS *Norman* Services brochure specifically lists "Housing repairs" and "Utilities" as items for which DCFS will provide cash assistance to prevent the removal of a child from the home. Illinois Department of Children & Family Services, *Norman Services: Information on Housing Advocacy, Cash Assistance and Other Services* (2018), https://dcfs.illinois.gov/content/dam/soi/en/web/dcfs/documents/loving-homes/preserving-families/documents/

normanservices.2.0.pdf [https://perma.cc/T677-97GF]. *Norman* Services can also include a referral to the Housing Advocacy Program, which aids with tasks such as negotiating with landlords and "link[ing] the family to community resources to meet subsistence needs, including the emergency cash assistance program." *Id.*

42. Accordingly, if a DCFS agent does not make "reasonable efforts" to offer assistance as required by the *Norman* Consent Decree, separation of a child from their parent due to living conditions is unlawful.

**D. Statement of Facts Giving Rise to the Claims for Relief**

43. Brown is the loving father of J.B. He has always been an extremely caring and involved parent and has been J.B.'s primary caretaker since he was an infant.

44. J.B.'s Tourette's Syndrome has required Brown to be an especially diligent caretaker because J.B.'s symptoms are exacerbated when he is stressed, nervous, or uncomfortable, making it difficult for him to express his emotions, confidently socialize, and focus at school.

45. Beginning in 2016, J.B. and Brown lived together at the Harvey, Illinois, residence at issue in the DCFS investigation (the "Harvey Home"). Brown rented the Harvey Home from one of its co-owners, Lewis Ramsey ("Ramsey"), and he paid utility expenses directly to Ramsey.

46. In or around 2022, Ramsey passed away. Because Ramsey was no longer facilitating payment of water bills for the Harvey Home, the water bill became delinquent, causing the water to be shut off at the Harvey Home a few months following his death.

47. Brown made numerous attempts to resolve the outstanding water bill, including, but not limited to, offering to pay on the account directly and proposing to create a new account under Brown's name. The Harvey Water Department informed Brown that only Ramsey, the person with the name on the account, could pay directly. Further, in order to restart water service

under a newly created account in Brown's name, the current account would need to have a $0.00 balance, and the outstanding bill was approximately $4,000.

48. Brown was financially unable to pay the full outstanding balance. Instead, Brown offered to pay the Harvey Water Department around $1,000 to restore service, which was all he could possibly afford at that time. The utility company refused his offer.

49. After the water was shut off, Brown regularly looked for a new residence with running water. After contacting the owners and managers of several apartment buildings and units, Brown realized that he could not afford to move, as most places he sought to lease required non-refundable application fees, two months' rent, and a security deposit. Altogether, this would require between $2,000 and $4,000, which was far more than what Brown could afford at the time. Brown paid five non-refundable application fees attempting to find a new residence, which exacerbated Brown's financial troubles.

50. Brown determined his only remaining course of action would be to identify other ways of meeting his and J.B.'s water-related needs until they could save enough funds to pay for moving expenses. Although there was no running water in the home, Brown always ensured that there was potable water available in the residence. He regularly purchased large cases and jugs of water from the grocery store or gas station. He and J.B. relied on the bottled water and water jugs for consumption, cooking, brushing teeth, daily cleaning, and more. Additionally, Brown coordinated with family and friends so he and J.B. could shower at others' residences, and often paid for Brown and J.B. to shower at the nearby Parkview Motel. In the meanwhile, Brown was diligently saving so that he and J.B. could eventually move to a new residence.

51. On September 21, 2023, while J.B. was at school, Defendant Little arrived at Brown's home with two police officers. Defendant Little told Brown that she had received a report

about the home not having running water and stated that she needed to search the home and speak with J.B. Brown declined to let the DCFS investigator and the police officers see the home, as he was within his rights to do.

52. Brown answered questions from Defendant Little, including confirming that the house did not have running water. However, Brown informed Defendant Little that he always had cases of water in the home to use for food, drink, and washing.

53. After hearing confirmation of the lapse in running water at the Harvey Home, Defendant Little insisted that J.B. could not return to the residence. In response, Brown suggested he could take J.B. to a hotel, or he and J.B. could stay at Brown's girlfriend's home. Defendant Little flatly rejected these suggestions, and again stated J.B. could not return to the residence. Brown then asked where J.B. would go, to which Defendant Little replied that J.B. could go with his mother or "with us," meaning DCFS. Brown replied that J.B. would not agree to go with his mom, and informed Defendant Little that if she needed to speak to J.B. to confirm that, she could speak to him at Thornton High School.

54. Defendant Little then went to J.B.'s school and had school staff pull him out of class so she could speak with him while Brown remained at home.

55. Defendant Little brought J.B. into a private room in the school's administrative office. Defendant Little instructed all school staff, including the school's principal, to leave the two of them alone so that she could interview J.B. After school staff departed, Defendant Little closed the door to the room and began interviewing J.B.

56. During the interview, J.B. told Defendant Little that he was safe at home with Brown. He confirmed that, although there was no running water, his dad always ensured there were large cases of water available in the home.

57. Defendant Little told J.B. he could not return home to his father and asked J.B. if he could go stay with his mother. Because J.B. had very minimal contact with his mother over the years, the prospect of staying with her made him extremely uncomfortable, and he adamantly refused, again expressing that he was happy and safe with his father, and that he wanted to stay with him.

58. Defendant Little told J.B. that this was not an option, and that if there was not someplace else he could go, DCFS would have to find a foster placement.

59. J.B. responded that the only place he would go that was not with his father was with his aunt, Avery, and begged Defendant Little to contact Avery, and not his mother. J.B. provided Defendant Little with Avery's phone number, and Defendant Little called Avery from her phone.

60. When Avery answered the phone, Defendant Little identified herself as a DCFS agent, and informed Avery that she was with J.B. at his school. Avery attempted to inquire about what was going on and why DCFS was involved. Defendant Little did not answer her questions and refused to provide Avery with any additional information. In order to better understand the situation, Avery drove to Thornton High School and met J.B. and Defendant Little there.

61. After speaking with J.B., Defendant Little spoke with Brown by telephone and told him again, without providing any reasoning, that J.B. could not return home with Brown. She stated that DCFS needed to implement a "safety plan" through which J.B. would stay with his aunt, Avery. At no time did Defendant Little tell Brown that entering into a safety plan was supposed to be *voluntary*, that the law requires DCFS agents obtain a court order *before* separating children from their parents unless there is imminent danger of significant harm, or that Brown had the right to decline the safety plan.

62. Brown then met Defendant Little at J.B.'s school. Brown was confused and scared and asked Defendant Little what a safety plan was, because he did not understand. Instead of explaining what a safety plan was or why J.B. was not allowed to return home with Brown, Defendant Little refused to substantively answer Brown's questions.

63. Defendant Little told Brown that either J.B. would go to Avery's home under a safety plan or J.B. "comes with us." Brown understood that to mean that DCFS would take custody of J.B. Defendant Little used similar coercive language with Avery, stating that if she did not sign the safety plan, DCFS would take her nephew into State custody. Defendant Little refused to answer any questions about why the separation was occurring, or what the process was for a safety plan or temporary custody of J.B. Instead, Defendant Little was aggressive and intimidating toward Brown and Avery. Defendant Little also repeatedly told Avery she was being "extra"[2] for trying to inquire into why J.B. was being separated from his father.

64. Defendant Little made repeated statements about taking J.B. into foster care to both Brown and Avery during their interactions on September 21, 2023, including in the presence of J.B.

65. Under the immediate threat of losing custody of J.B. and having him go into foster care, Brown understood there to be no alternative other than signing the safety plan the same day and complying with its restrictions. Defendant Little directed Avery to transport J.B. from school to the DCFS field office in Harvey ("DCFS Harvey Office") to sign the safety plan. Defendant Little told J.B. he was not allowed to ride in the car with his father. Brown drove to the DCFS Harvey Office separately.

[2] Slang for too emotional, excessively dramatic, or "too much."

66. At the DCFS Harvey Office, Defendant Little, Brown, Avery, and J.B. met in a room together, and Defendant Little unilaterally set forth the terms of the safety plan. Defendant Little told Brown that the separation would last for 30 days, and that if he was able to get the water turned back on or find another place to live, J.B. could return home and it would be "like none of this ever happened." Despite Defendant Little's casual tone, and her minimization of the impact of this separation on the family, Brown felt panicked about J.B. living separately from him for *any* amount of time, particularly given the closeness of their relationship and the likely effects this stress would have on J.B.'s ability to manage his Tourette's symptoms.

67. Avery, who knew generally about the *Norman* assistance program from a friend that had utilized *Norman* assistance before, asked Defendant Little whether such assistance would be available to Brown. While Defendant Little told Avery that a program was available to provide financial assistance, she did not provide any information about what the assistance entailed or instructions for how Brown could procure such assistance. At no time prior to or following the separation of J.B. from his father did Defendant Little make any efforts to provide Brown with *Norman*-related assistance or submit a referral for Brown to receive *Norman*-related assistance.

68. Defendant Robertson and Defendant Beasley, in their supervisory capacity of Defendant Little, approved of Defendant Little's procurement of the safety plan by way of threatening Brown and J.B. with DCFS protective custody. Defendant Robertson and Defendant Beasley authorized Defendant Little to take protective custody of J.B. if Brown did not agree to Defendant Little's demand for a safety plan.

69. During the September 21 meeting at the DCFS Harvey Office, Defendant Little periodically left the room to consult with Defendant Robertson regarding the safety plan. Following Defendant Little's conversations with Defendant Robertson, Defendant Little informed

Brown that if he did not have either running water or a new residence by October 16, 2023, Brown would be required to sign over custody of J.B. to Avery through a short-term guardianship. Defendant Little did not explain why the date of October 16 had been selected as a deadline, or by what legal authority DCFS was imposing the requirement of a short-term guardianship.

70. Brown repeatedly explained to Defendant Little that he was unable to switch the water account into his name, that he could not afford to pay the full amount due to the Harvey Water Department in order to turn the water back on, and that he could not afford all of the fees and costs associated with moving to a new residence. Brown reiterated his suggestion that, in lieu of a safety plan, he could take J.B. to a hotel. Defendant Little again rebuffed this suggestion, stating that either Brown would sign the safety plan or J.B. would go into foster care.

71. Over the course of Defendant Little's investigation, Avery had repeated phone contact with Defendant Little in which she inquired about the assistance program Defendant Little referenced during the September 21 conversation at the DCFS Harvey Office. During these conversations, Defendant Little repeatedly stated, without explanation, that Brown did not qualify for the program. Defendant Little's statements were false, as Brown clearly fell within the class definition for *Norman*, which requires the provision of assistance for individuals with pending reports of "inadequate shelter" or "environmental neglect," among other categories. *Norman v. McDonald*, 930 F. Supp. 1221 at fn. 2. As such, the *Norman* Consent Decree prohibited DCFS agents from separating Brown and J.B. on the basis of home conditions without providing housing, cash, and/or utility assistance remediating the lack of running water.

72. On or about October 12, 2023—a few days before the 30-day deadline Defendant Little had given Brown to rectify the housing conditions—Brown went to the DCFS Harvey Office to voice his complaints. On that date, he spoke with Defendant Beasley and asked for information

about the legal basis for imposing a safety plan and short-term guardianship separating him from J.B. Additionally, Brown explained the administrative and financial roadblocks to reinstating water service at the Harvey Home through the Harvey Water Department and suggested that DCFS agents re-inspect his home and speak to his girlfriend to verify he and J.B. had been taking showers at her residence. Finally, Brown noted how the separation would be especially difficult on J.B., due to his Tourette's Syndrome.

73. In response, Defendant Little and Defendant Beasley provided no substantive answers and made no commitments to re-inspect the home or interview Brown's girlfriend. Instead, they repeatedly stated that until Brown can get his water turned back on or Brown moves out, there was nothing they could do to reunite J.B. with Brown.

74. On October 16, 2023, Defendant Little met with Brown and Avery at the DCFS Harvey Office and presented them with a form, prepared by DCFS, which would appoint a short-term legal guardian for J.B. Defendant Little instructed them to complete the form so that Avery was designated as J.B.'s short-term guardian. Defendant Little repeatedly—and falsely—informed Avery and Brown that they "need to sign this" so she "can close the case." Defendant Little did not tell Brown that he was free to decline signing this document, nor did she provide him any opportunity to review the document outside the DCFS Harvey Office or with an attorney.

75. Based on Defendant Little's misrepresentations that Brown needed to sign over guardianship of J.B. in order to end DCFS's intrusion and Defendant Little's ongoing threats to place J.B. in foster care, Brown understood that if he did not comply with Defendant Little's demands to sign the short-term guardianship paperwork, DCFS would continue to intervene in their family and potentially separate him from J.B. for a longer period of time. Presented with no

other options or *Norman*-related assistance from the DCFS Defendants, Brown capitulated to Defendant Little's directive that he sign over guardianship of his son.

76. In October 2023, after the DCFS-imposed short-term guardianship had already been implemented, Brown retained an attorney from Legal Aid Chicago to assist him during the remainder of the DCFS investigation. On or about October 26, 2023, Brown's attorney spoke with Defendant Robertson by telephone, asserting Brown's qualification for services under the *Norman* Consent Decree and asking that the investigative team make a referral for *Norman* cash and/or housing assistance so that Brown and J.B. could be reunited.

77. Although Defendant Robertson did not reject the possibility of making a referral for *Norman* cash assistance, she noted her skepticism that Brown would be able to satisfy her understanding of the agency's conditions on that assistance, specifically that the cash recipient (a) locate their own rental residence and (b) demonstrate the ability to pay rent on an ongoing basis.

78. Defendant Robertson informed Brown's attorney that the investigation was due to be closed on November 19, 2023, and that if Brown did not comply with these conditions before that date, no referral would be made for *Norman* cash or housing assistance. Defendant Robertson did not explain the basis for this deadline, nor did she specify any legal authority permitting DCFS to abdicate its obligations under the *Norman* Consent Decree, to prevent and limit family separation on the basis of poverty, simply because a parent does not satisfy certain conditions by an arbitrary deadline.

79. On or about November 19, 2023, Defendant Little and Defendant Robertson closed the investigation. At no point in time did any of the DCFS Defendants make a referral for *Norman* services in an effort to keep the family intact, or to timely reunite them following the unlawful separation.

80. At the close of the investigation, Defendant Little and Defendant Robertson determined the report for "Environmental Neglect" against Brown to be "indicated" largely based on the absence of running water in the family home. In May 2024, after Brown had filed an administrative appeal of the indicated finding, DCFS voluntarily unfounded the allegation.

81. As of April 2024, Brown had secured safe and stable housing with running water in Chicago, Illinois. Once Brown addressed the conditions giving rise to DCFS's separation of himself and J.B., only then did Brown feel J.B. could safely resume living with him without the risk of DCFS taking custody.

82. On or around April 3, 2024, Brown drove to Avery's home, retrieved J.B. and his belongings, and told Avery that he was terminating the short-term guardianship. After approximately seven months apart, Brown and J.B. resumed living together as father and son.

83. In separating J.B. from his father through a coerced safety plan and a coerced short-term guardianship, the DCFS Defendants violated the clearly established constitutional right of familial association, about which a reasonable person should have known, and acted intentionally, recklessly, and/or with deliberate indifference to the consequences of their actions.

84. The actions of the DCFS Defendants have caused irreparable, severe and long-lasting injury to the family.

85. During the seven-month period of his coerced separation from his father, J.B., who was a junior in high school, suffered a decrease in his engagement at school and with his classmates. The plans he had made with his father to take college admissions exams and apply to colleges had to be postponed and modified as a result of the setbacks caused by the coercive separation from his father.

86. Additionally, the symptoms of J.B.'s Tourette's were exacerbated by the separation, undoing progress made by years of successful management of his condition. During the separation, J.B. experienced elevated anxiety and frustration, which led to frequent involuntary outbursts that he had not exhibited prior to the separation. Since reuniting with his father, these vocal expressions have decreased in frequency, but have not disappeared entirely.

87. Finally, the prolonged separation caused immense anguish and emotional distress for both Brown and J.B. Even after reuniting with his father in April 2024, until he turned 18 years old in May 2025, J.B. worried that DCFS could, at any time and without warning, once again remove him from the care and custody of his father without any evidence of harm. Brown himself continues to suffer distress and heartache to the present day over the lasting and persistent ways the separation impacted his son and himself.

88. All of these injuries and harms could have been alleviated if the DCFS Defendants had refrained from instituting, endorsing, and maintaining an unlawful, unconstitutional, unnecessary, and cruel separation of J.B. from his father and forcing Brown to sign over temporary guardianship of J.B. to a relative, particularly when the DCFS Defendants knew that the *Norman* Consent Decree required them to provide assistance to address any poverty-related conditions in the home *before* separating a family, and they kept this family separated while simultaneously refusing all requests for *Norman*-related assistance.

## V. CLAIMS FOR RELIEF

### COUNT I:

### 42 U.S.C. § 1983 Claim for Violation of the Fourth Amendment Right Not to Be Subject to an Unreasonable Seizure

89. The Plaintiff in Count I is J.B.

90. Plaintiff incorporates paragraphs 1-89 as if fully set forth herein. The Fourth Amendment provides individuals the right to be secure in their persons against unreasonable searches and seizures. U.S. Const. IV, § 1. A seizure happens when a state actor, either through physical force or show of authority, interferes with a person's freedom of movement or liberty. *Terry v. Ohio*, 392 U.S. 1, 19 n.16 (1968). The Fourth Amendment's prohibition against unreasonable interference applies to all governmental officials, both civil and criminal. *Doe*, 327 F.3d at 509 (citing *Marshall v. Barlow's, Inc.*, 436 U.S. 307, 312 (1978)).

91. In the context of preventing a child from living at home with their parent, a seizure is reasonable only if it is pursuant to a court order, supported by probable cause of abuse or imminent future abuse, or otherwise justified by exigent circumstances such that the State officials have "a reason to believe that life or limb is in immediate jeopardy." *Brokaw*, 235 F.3d at 1010.

92. The DCFS Defendants, acting individually or in concert with one or more of the other Defendants, interfered with Plaintiff J.B.'s freedom of movement and liberty, including his right to familial association, when Defendant Little held J.B. in a closed room and interviewed him without allowing him to speak with his father privately, barred J.B. from leaving school with his father, directed J.B. to reside at his aunt's house, and forbade J.B. from returning to the home he shared with his father via implementation of the unconstitutional safety plan and short-term guardianship.

93. Although J.B.'s father signed a safety plan documenting that J.B. would reside with his aunt, the safety plan was entered into as a direct result of coercive threats by the DCFS Defendants that J.B. would otherwise be placed in immediate protective custody. These actions were undertaken by the DCFS Defendants without having a reasonable suspicion of past or imminent danger of abuse or other exigent circumstances placing J.B.'s life or limb in grave danger. Accordingly, the safety plan was involuntary and unconstitutional and did not justify the seizure of J.B. *See Hernandez*, 657 F.3d at 482.

94. Defendant Robertson, as Defendant Little's direct supervisor, reviewed and approved Defendant Little's directives prohibiting J.B. from living with his father and placing restrictions on J.B.'s contact with his father. Upon information and belief, Defendant Beasley participated in the decision to issue these directives.

95. This interference with J.B's freedom of movement and liberty was unreasonable and, as such, violated his rights under the Fourth Amendment to the United States Constitution[3] because the interference was done: (a) without a warrant or court order; (b) without definite and articulable evidence giving rise to a reasonable suspicion that he had been abused or was in immediate danger of abuse by Brown; and (c) without any other exigent circumstances to justify the interference.

96. The DCFS Defendants' conduct caused injury to J.B.

97. Because the DCFS Defendants acted intentionally, recklessly, and/or with deliberate indifference to the consequences of their actions as set forth above, J.B. also seeks an award of punitive damages against the DCFS Defendants.

[3] As applicable to the States under the Fourteenth Amendment to the United States Constitution.

**COUNT II:**

**42 U.S.C. § 1983 Claim for Violation of Fourteenth Amendment Substantive Due Process Rights to Familial Association by Coercively Implementing the Safety Plan**

98. The Plaintiffs in Count II are J.B. and Brown.

99. Plaintiffs incorporate paragraphs 1-98 as if fully set forth herein.

100. The Fourteenth Amendment provides that no state may "deprive any person of life, liberty, or property, without due process of law." U.S. Const. XIV, § 1.

101. The Supreme Court has long recognized, "as a component of 'substantive' due process," that the right to familial relations is one of the most fundamental of our civilization. *Doe*, 327 F.3d. at 517–18 (citing *Meyer v. Nebraska*, 262 U.S. 390, 399 (1923) and *Troxel v. Granville*, 530 U.S. 57, 65 (2000)). An essential principle of the liberty interest in familial association is "the right of the family to remain together without the coercive interference of the awesome power of the state." *Id.* at 524 (quoting *Duchesne v. Sugarman*, 566 F.2d 817, 825 (2d Cir. 1977)).

102. The DCFS Defendants, acting individually or in concert with one another, violated the Plaintiffs' substantive due process rights to familial association, familial autonomy, familial integrity, and family privacy by, without possessing the requisite definite and articulable evidence giving rise to a reasonable suspicion that J.B. had been, or would be, abused or was otherwise in imminent grave danger, arbitrarily and capriciously separating J.B. from Brown, and coercively instituting an unconstitutional safety plan through the DCFS Defendants' threats to take protective custody of J.B. if Brown did not comply.

103. By separating J.B. from his father and requiring that he reside with his aunt via the unconstitutionally coerced safety plan, the DCFS Defendants violated the family autonomy and family privacy rights of the Plaintiffs.

104. By threatening Brown that, if he did not sign the safety plan and comply with its restrictions, J.B. would be placed in protective custody—despite DCFS lacking any legal justification for taking protective custody of him—the DCFS Defendants, acting individually and/or in concert with one another, violated Plaintiffs' substantive due process rights to familial association, familial autonomy, familial integrity, and family privacy without the constitutionally required evidence to impose such restrictions.

105. The DCFS Defendants' conduct caused injury to J.B. and Brown.

106. Because the DCFS Defendants acted intentionally, recklessly, and/or with deliberate indifference to the consequences of their actions as set forth above, Plaintiffs also seek an award of punitive damages against the DCFS Defendants.

**COUNT III:**

**42 U.S.C. § 1983 Claim for Violation of Fourteenth Amendment Substantive Due Process Rights to Familial Association by Coercively Implementing the Short-Term Guardianship**

107. The Plaintiffs in Count III are J.B. and Brown.

108. Plaintiffs incorporate paragraphs 1-107 as if fully set forth herein.

109. The Fourteenth Amendment provides that no state may "deprive any person of life, liberty, or property, without due process of law." U.S. Const. XIV, § 1.

110. The Supreme Court has long recognized, "as a component of 'substantive' due process," that the right to familial relations is one of the most fundamental of our civilization. *Doe*, 327 F.3d. at 517–18 (citing *Meyer v. Nebraska*, 262 U.S. 390, 399 (1923) and *Troxel v. Granville*, 530 U.S. 57, 65 (2000)). An essential principle of the liberty interest in familial association is "the right of the family to remain together without the coercive interference of the awesome power of the state." *Id.* at 524 (quoting *Duchesne v. Sugarman*, 566 F.2d 817, 825 (2d Cir. 1977)).

111. The DCFS Defendants, acting individually or in concert with one another, violated the Plaintiffs' substantive due process rights to familial association, familial autonomy, familial integrity, and family privacy by, without possessing the requisite definite and articulable evidence giving rise to a reasonable suspicion that J.B. had been, or would be, abused or was otherwise in imminent grave danger, arbitrarily and capriciously coercing Brown to execute a short-term guardianship placing J.B. in the legal custody of his aunt under an unjustified threat to take J.B. into State custody if Brown did not comply.

112. The short-term guardianship unlawfully implemented by the DCFS Defendants violated Brown's fundamental right to the care and custody of his son and, likewise, contravened J.B.'s reciprocal right to be cared for and nurtured by his father.

113. By separating J.B. from his father and requiring that he reside with his aunt via the short-term guardianship, the DCFS Defendants violated the family autonomy and family privacy rights of the Plaintiffs.

114. By falsely stating that executing the short-term guardianship was a necessary step to close the investigation and by communicating that refusal to comply would result in escalating State interference, including taking J.B. into protective custody, the DCFS Defendants, acting individually and/or in concert with one another, violated Plaintiffs' substantive due process rights to familial association, familial autonomy, familial integrity, and family privacy without the constitutionally required evidence to impose such restrictions.

115. By presenting Brown with short-term guardianship papers prepared by DCFS agents and requiring that he sign them, the DCFS Defendants, acting individually and/or in concert with one another, violated Plaintiffs' substantive due process rights to familial association, familial

autonomy, familial integrity, and family privacy without the constitutionally required evidence to impose such restrictions.

116. The DCFS Defendants' conduct caused injury to J.B. and Brown.

117. Because the DCFS Defendants acted intentionally, recklessly, and/or with deliberate indifference to the consequences of their actions as set forth above, Plaintiffs also seek an award of punitive damages against the DCFS Defendants.

**COUNT IV:**

**42 U.S.C. § 1983 Claim for Violation of Procedural Due Process Rights by Separating Brown and J.B. Without Providing Pre-Deprivation or Post-Deprivation Process**

118. Plaintiffs in Count IV are J.B. and Brown.

119. Plaintiffs incorporate paragraphs 1-118 as if fully set forth herein.

120. A procedural due process claim under the Fourteenth Amendment requires a two-step analysis—first, "whether the defendants deprived the plaintiff of a protected liberty or property interest," and second, "if so, then [the court] assess[es] what process was due." *Brokaw*, 235 F.3d at 1020. The process due for government deprivation of a liberty interest requires an "opportunity … to be heard at a meaningful time and in a meaningful manner." *Id.* at 1020 (quoting *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976) (internal quotations omitted)).

121. As it relates to a deprivation of the rights to familial relations, association, and integrity, government officials may impair those rights without pre-deprivation process only "if the official has probable cause to believe that the child is in imminent danger of abuse." *Hernandez*, 657 F.3d at 486 ("It does not suffice for the official to have probable cause merely to believe that the child was abused or neglected, or is in a general danger of future abuse or neglect. The danger must be imminent, or put another way, the circumstances must be exigent.")

122. Further, due process "requires that government officials not misrepresent the facts in order to obtain the removal of a child from his parents." *Brokaw*, 235 F.3d at 1020. Misrepresenting a parent's legal rights in order to compel acquiescence to a deprivation of their actual rights is a denial of due process. *Hernandez*, 657 F.3d at 487 (citing *Dupuy*, 465 F.3d at 761-62).

123. The DCFS Defendants, acting individually or in concert with one another, violated the Plaintiffs' procedural due process rights by falsely claiming they had proper cause to take J.B. into DCFS custody if Plaintiffs did not acquiesce to the DCFS Defendants' demands for prolonged separation through a safety plan and short-term guardianship.

124. By failing to provide a pre-deprivation hearing before instituting the family separation when there was no probable cause of imminent danger of abuse, the DCFS Defendants violated the due process rights of the Plaintiffs.

125. Additionally, by failing to afford *any* procedure (pre- or post-deprivation) by which the Plaintiffs could challenge the unlawful restrictions imposed by the DCFS Defendants without legal justification and in violation of the *Norman* Consent Decree, the DCFS Defendants violated the due process rights of Plaintiffs.

126. The DCFS Defendants' conduct caused injury to J.B. and Brown.

127. Because the DCFS Defendants acted intentionally, recklessly, and/or with deliberate indifference to the consequences of their actions as set forth above, Plaintiffs also seek an award of punitive damages against the DCFS Defendants.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs J.B. and Brown pray for the following relief:

(A) Compensatory damages in an amount of at least $75,000 for each Plaintiff against all DCFS Defendants;

(B) Punitive damages against all DCFS Defendants in an amount to which Plaintiffs are found to be entitled;

(C) Reasonable attorneys' fees pursuant to 42 U.S.C. § 1988; and

(D) Such other relief as this Court deems just and equitable.

## DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims triable.

Dated: September 15, 2025

Respectfully Submitted,

J.B. and James Brown, Sr.

By: /s/ *Michael P. Mayer*

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