

BRENDA RICE-DAVIS
15306 SOUTH ROBEY AVE. #410
HARVEY, ILLINOIS 60426
1-773-354-5104

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
SIXTH MUNICIPAL DISTRICT COURT-LAW DIVISION

BRENDA RICE-DAVIS,
PLAINTIFF

vs.

LAKISHA BANNISTER
HOUSING AUTHORITY OF COOK
COUNTY (HACC),
DEFENDANT

CASE NO.

JURY TRIAL DEMANDED

COMPLAINT

- 1) Now comes the Plaintiff, BRENDA RICE-DAVIS, *pro se* and complain of the Defendant, LAKISHA BANNISTER AND THE HOUSING AUTHORITY OF COOK COUNTY (herein referred as HACC) and upon information and belief as to the activities of others and all other matters alleges the following:
- 2) The following facts are set forth before this court:
- 3) Plaintiff at all times mentioned in this complaint has been residing from June 3-6, 2013 to date of this complaint being filed at the Turlington West Apartments, (herein referred as TWA) located at 15306 South Robey, Unit 410 in Harvey, Illinois 60426. '
- 4) Upon information and belief at all times mentioned herein, defendants HOUSING AUTHORITY OF COOK COUNTY, a government agency doing business as HACC and duly organized under the laws of the State of Illinois and authorized to conduct business in the State of Illinois. HACC is the owner and has been engaged in business as a leasing agent of the above mentioned address.

Exhibit A

1 5) Venue is proper pursuant to 735 ILCS 5/2-101 as the
2 AUTHORITY principal office was at all times relevant to
3 this action and remains located in Cook County, Illinois.
4 Further most, if not at all, of the business relations
5 and disputes at issue occurred in Cook County, Illinois.

6 **GENERAL ALLEGATIONS/STATEMENT OF FACTS**

7 6) Plaintiff repeat and reallege each and every foregoing
8 paragraph set forth above and incorporate the same by
9 reference as though fully set forth at length herein.

10 7) At all times mentioned herein in this complaint, the
11 Plaintiff was a resident of Harvey, in Cook County,
12 Illinois and had been a resident since June 3-6, 2013.

13 (EXHIBIT D) PROOF OF RESIDENCE

14 8) At all times mentioned herein, particularly on March 10,
15 2015, the Plaintiff was residing with Mr. Vindee Winfrey,
16 who had entered into a Residential Lease Agreement
17 (herein referred as RLA) with HACC, giving him full
18 tenancy to the unit abovementioned. (Exhibit A)

19 9) At all times mentioned herein, particularly on March 10,
20 2015, the defendants owned, operated, controlled and
21 maintained the property located at 15306 South Robey in
22 Harvey, Illinois 60426, commonly known as Turlington West
23 Apartments.

24 10) From February 1, 2014 to January 31, 2015, the
25 Plaintiff had entered into a RLA with HACC, a co-tenant
26 residing with Vindee Winfrey at the abovementioned
27 address.

28 11) On February 1, 2015, the lease expired, Plaintiff
did not renew and Plaintiff continued to reside with
Vindee Winfrey to this date of Complaint.

12) During 2013-2015, the defendant Bannister [was] a
Property Manager, an agent employed by HACC, a local
government. Defendant Bannister's [was] on duty at the
abovementioned site from 8:30am to 4:30pm, Monday thru
Friday and sometimes on Saturdays and Sundays when
needed.

13) During the Plaintiff's 2014-2015 tenancy, on October
2, 2014, Plaintiff filed a lawsuit in Cook County against
defendant Lakisha Bannister, Rodney Davis and HACC for

1 Breach of Contract, Breach of Duty and other various
2 torts. (Exhibit B)

3 14) Defendant Bannister, an agent/employee of HACC was
4 on active duty at the TWA on March 10, 2015 when the
5 Political Activity commenced at 4:00pm in the Social
6 Room.

7 15) On March 10, 2015, approximately 4:10 to 4:15 pm,
8 Plaintiff was in attendance at a Partisan Political Event
9 held at the Turlington West Apartments in the Social Room
10 by the "Citizens to Elect Mayor Eric J. Kellogg".
11 Plaintiff was initially seated by *campaigns workers*,
12 served a free dinner, ice tea and was allowed to select a
13 bingo card and gathered a few bingo cover chips. During
14 the event, approximately 4:25 pm, suddenly and
15 unexpectedly, defendant Bannister entered the social room
16 while on duty, looked directly at the Plaintiff and
17 ordered her to exit the political activity, stating that
18 "No guests were allowed", by which 25-35 percent of the
19 attendees were guests; not residents of Turlington West
20 Apartments. (Exhibit C)

21 16) On March 10, 2015, after defendant Bannister made
22 her direct statement to the Plaintiff, defendant looked
23 intently and uninterrupted for several moments at the
24 Plaintiff; an inference to the Plaintiff and others that
25 her statement was directed specifically to her to exit
26 the social room during the political activity. Plaintiff
27 immediately got up out of her seat, tossed her unfinished
28 food in the garbage, and summoned for her grandson (age
13) to accompany her. Then she exited the social room,
passing defendant Bannister standing in the open doorway
of the social room.

17) Plaintiff had not previously registered to vote
prior to March 10, 2015 in Harvey, Illinois where she
resides. She had purposely entered the TWA Social Room on
March 10, 2015 to register to vote and to enjoy the
festivities of the political event for the upcoming
Mayoral election on April 7, 2015.

18) March 10, 2015 was the last day to register to vote
in Harvey, Illinois. Plaintiff was inhibited from
registering to vote by the defendant on March 10, 2015
therefore Plaintiff could not vote or place her ballot

1 for her preferred candidates on April 7, 2015; the
2 general election.

3 19) Plaintiff did attempt to verbally inquire to
4 political sponsors after the event was over, addressing
5 the voting registration issue, but was informed that all
6 registration agents had departed from the political
7 activity.

8 20) Plaintiff is over the age of 18.

9 21) Plaintiff had not been legally convicted in this
10 state or any other state or federal court and was not
11 presently serving time.

12 22) Plaintiff resided in Harvey, Illinois, a permanent
13 abode, constituting a residence within the meaning of the
14 statue prescribing residence to the right to vote
15 pursuant to 10 ILCS 5/3-2(a).

16 23) Plaintiff was residing in Harvey, Illinois more than
17 30 days prior to an election on April 7, 2015, a
18 requirement to register to vote.

19 24) Plaintiff had made Harvey, Illinois her permanent
20 residence.

21 25) Plaintiff had not taken up residence in another
22 state, county, election district or precinct.

23 26) Plaintiff had established **all** registration
24 requirements to register to vote in Harvey, Illinois on
25 March 10, 2015.

26 27) On March 10, 2015, an adequate and substantially
27 equal voting registration facility (TWA Social Room) was
28 provided to the Plaintiff.

29 28) Defendants are responsible for Plaintiff's injuries
30 on March 10, 2015 and as the owners of the building
within which Plaintiff were injured, because they and/or
their agent was acting beyond her authority, using her
official position of employment, to engaged in a
political activity while on duty and inhibited the
Plaintiff's free exercise of her political rights to
register to vote, interfering in a Partisan Political
Activity held in the TWA social room.

1
2 29) As a direct and proximate result of that
3 interference, by ejecting the Plaintiff from a political
4 activity, inhibiting the Plaintiff from registering to
5 vote, Plaintiff suffered severe damages and was
6 restricted from exercising the freedom of her political
7 rights as a citizen of Illinois and a resident of Harvey.

8
9 30) Plaintiff injuries prevented her from being able to
10 fully perform as a resident of Harvey and a citizen of
11 the Illinois. The Plaintiff was unable to perform a
12 privilege, a right to register to vote and a right to
13 cast her vote for any candidates of her choice on the
14 ballot in the 2015 Mayoral Election on April 7, 2015 in
15 Harvey, Illinois.

16
17 31) Plaintiff had to refrain from accepting an
18 employment position offered to her as a "poll-watcher"
19 because Plaintiff was not a registered voter on April 7,
20 2015, a requirement for the position; a substantial loss
21 to the Plaintiff and a loss in future earnings.

22
23 32) Plaintiff injuries prevented her from obtaining
24 employment from a candidate running for political office,
25 and any other available positions thru the political
26 networking channels she might have acquired if she was a
27 registered voter on April 7, 2015.

28
CAUSE OF ACTION/ COUNT ONE
(NEGIGLENCE PER SE)

33) Plaintiff repeat and reallege each and every
foregoing paragraph set forth above and incorporate the
same by reference as though fully set forth at length
herein.

34) The defendant owed Plaintiff a duty of care, as an
agent under the principal agent HACC, a government
agency, in allowing the Plaintiff to freely exercise her
political rights on government property and not use her
official position as Property Manager on duty to inhibit
the Plaintiff from engaging in a political activity.

35) The defendant Bannister, as an agent of HACC using
her official position of employment, had a duty to the
Plaintiff (a resident of Harvey) to conform and not to
inhibit a standard of conduct and to prevent the creation

1 of an unreasonable risk of harm to Plaintiff while the
2 Plaintiff was engaging in a political activity.

3 36) The defendant Bannister was obligated to uphold that
4 duty as an employee of a local government, an agent of
5 HACC, specifically while using her official position of
6 employment as Property Manager on March 10, 2015. She
7 breach that duty by inhibiting, disrupting, obstructing
8 and denying or otherwise interfering with the Plaintiff's
9 substantive rights, interfering with an orderly function,
10 a Partisan Political activity while she was on duty. The
11 defendant Bannister inhibited the free exercise of the
12 Plaintiff's political rights being carried out in HACC's
13 building or on the land. This conduct by the defendant
14 falls far below the required standard of care.

15 37) The defendant's actions were in direct violation of
16 the 50 ILCS 135/10(b) and/or reasonable and customary
17 practices protecting a citizen's political rights and,
18 therefore, defendant's actions constitute negligence per
19 se.

20 38) The 50 ILCS 135/10(b) (ii), the act, in part,
21 provides that employees of public entities, including
22 municipalities, cannot engage in political activities
23 while at work or on duty.

24 39) The 50 ILCS 135/10(b) (ii) provisions at issue were
25 enacted to protect the general public (the Plaintiff as
26 "others") attending (on March 10, 2015) a political
27 activity (Citizens to Elect Mayor Kellogg) from
28 government agents (defendant Bannister) while on duty as
Property Manager (from 4:15 to 4:30 pm) from inhibiting
and interfering with the Plaintiff's free exercise of her
political rights (registering to vote) and her enjoyment
in a partisan political activity (having dinner and
playing bingo) being conducted on government property
(TWA's Social Room).

40) Plaintiff is a member of the general public, a
resident of Harvey, Illinois and, therefore, in the class
of the protected person intended to be protected by the
Illinois Compiled Statutes and/or reasonable and customary
political practices.

41) Plaintiff's political rights to participate directly
or indirectly in the establishment or the administration

1 of government should not have been inhibited by agent of
2 HACC/defendant Bannister while she was on duty as a
Property Manager on March 10, 2015.

3 42) The injuries sustained by Plaintiff are the type of
4 injuries (defendant inhibiting Plaintiff's free exercise
5 of her political rights) that the Illinois Compiled
6 Statutes and/or reasonable and customary political
7 practices were established to protect against. It's prime
purpose such as "prevention", i.e. political rights
protected.

8 43) As a direct and proximate result of the foregoing
9 statutory violations and the related negligence and
10 carelessness of the defendants, for which defendants are
11 liable under the doctrine of negligence per se, Plaintiff
12 have suffered severe and serious personal injuries:
13 denied the right to register to vote, inhibited from
14 voting on April 7, 2015 due to the injuries on March 10,
2015 along with humiliation, mistreatment, embarrassment,
15 degradation of her character and anger when she was
16 ejected from the social room. These acts have caused the
Plaintiff to worry about being humiliated again in future
political events given at TWA. The full nature and extent
of Plaintiff's injuries are still unknown and when the
same are ascertained with more particularity, Plaintiff
will assert and prove them with particularity.

17 44) The defendant's acts and misconduct described in
18 this complaint was undertaken with malice, willfulness,
19 and reckless indifference to the rights of the Plaintiff.

20 45) Therefore, as result of defendant's acts, the
21 Plaintiff has constantly been the topic of brutal gossip
22 by various groups residing in TWA; ridiculed and
23 bombarded by tenants questioning her standing
relationship with HACC, therefore if the defendant
Bannister had not ejected Plaintiff out of a political
activity; these acts would not have occurred.

24 46) Defendant Bannister was acting out of spite to harm
25 and embarrass the Plaintiff before the general public at
26 large due to the Plaintiff's prior lawsuit filed on
October 2, 2014 against her for various tort actions.

27 47) The common area (TWA's social room) is used
28 primarily by the tenants of TWA but not exclusively but

1 also for the residents of Harvey for political activities
2 and campaign solicitations. It is the primary site for
the use as a polling place for Harvey's elections.

3 48) At no time (while in the social room or upon
4 entering) was the Plaintiff drawing any attention to
5 herself that would have prompt ejection by the sponsors
of the political activity or by defendant Bannister.

6 49) Plaintiff have, since the incident on March 10,
7 2015, experienced continuous unemployment and will
8 continue to endure unemployment until another political
9 opportunity opens up in Harvey, Illinois for a 57 year
old with medical problems.

10 50) The defendant Bannister had no valid excuse for her
11 actions on March 10, 2015, specifically while on duty for
12 HACC, in her official position of employment, and none
13 for inhibiting and interfering in the Plaintiff's free
exercise of her political rights or engaging in a
political activity.

14 51) The defendant (HACC) is liable for the conduct of
15 the defendant /employee/agent (Bannister) on the wrongful
16 acts and the misconduct within the scope of her
17 employment, which those acts were placed on the Plaintiff
to suffer damages, placing HACC as the "Respondeat
Superior".

18 52) As a further result of defendant's acts, Plaintiff
19 has sustain general damages, Plaintiff seek damages in an
20 amount in excess of 25,000.00.

21 53) **Wherefore**, the Plaintiff prays judgment against
22 defendant as follows:

23 54) For general damages in an amount in excess of twenty
-five thousand dollars,

24 55) For lost of wages according to proof in the amount
of 10,000.00,

25 56) For such other and further relief as the court may
deem just and proper.

26 57) JURY TRIAL DEMANDED

27 Respectively submitted,

28 

Brenda Rice-Davis

Ms. Brenda Rice-Davis
Plaintiff, *pro se*
15306 South Robey Ave.
Unit 410
Harvey Illinois. 60426
Phone: 1-773-354-5104
Attorney No. 99500

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Exhibit A

**XVII. Waiver**

No delay or failure by the Authority in exercising any right under this Lease Agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

PART II of the RESIDENTIAL LEASE AGREEMENT:

THIS AGREEMENT is executed between the Housing Authority of the County of Cook (herein called the "Authority"), and **VINDEE WINFREY** (herein called the "Tenant"), and becomes effective as of this date: **2/1/2015**.

- (1) **Dwelling Unit:** The Authority, relying upon the representations of Tenant as to Tenant's income, household composition and housing need; leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling unit LOCATED at **15306 S ROBEY ST, 410, HARVEY, IL 604260000** (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant's Dwelling Unit Number is: **241582** and Tenant Code is: **t0015945**.
- (2) **Household Composition:** The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the Lease. Remaining Family Members: In the event the head of household dies or leaves the dwelling unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more authorized household members on the Lease and living in the household.

Family Member Name	Relationship to HOH	Date of Birth
VINDEE WINFREY	HOH	07/31/1954

- (3) **Term:** The term of this Lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

- (4) **Rent: \$154**

☐ Tenant chooses to pay flat rent. Initial rent (prorated for partial month) shall be \$_____. Thereafter, flat rent in the amount of \$_____ per month shall be payable in advance on the first day of each month and shall be delinquent after the fifth day of said month. Flat rent does not include a Utility Allowance.

☒ Tenant chooses to pay income-based rent. Initial rent (prorated for partial month) shall be **\$154** and, if applicable, the Tenant shall receive the benefit of **\$0** from the Authority for Utility Reimbursement (for partial month) for the period beginning **02/01/2015** and ending at midnight on **02/28/2015**.

Thereafter, rent in the amount of **\$154** per month shall be payable in advance on the first day of each month and shall be delinquent after the fifth day of said month. A Utility Reimbursement of **\$0** per month (if applicable) shall be paid to the Tenant by the Authority.

Exhibit B

BRENDA RICE-DAVIS
15306 SOUTH ROBEY AVE. #410
HARVEY, ILLINOIS 60426
1-773-354-5104

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
SIXTH MUNICIPAL DISTRICT COURT- LAW DIVISION

BRENDA RICE-DAVIS
PLAINTIFF,

vs.

LAKISHA BANNISTER,
RODNEY DAVIS,
HOUSING AUTHORITY OF COOK
COUNTY (HACC),
DEFENDANT

) COMPLAINT

) NO.

) DEMAND FOR JURY TRIAL

COMPLAINT

Now comes the plaintiff, BRENDA RICE-DAVIS, *pro se* and complain of the defendant, LAKISHA BANNISTER, RODNEY DAVIS and HOUSING AUTHORITY OF COOK COUNTY commonly called HACC, (herein called the AUTHORITY); upon personal information as to their own activities and upon information and belief as to the activities of others and all other matters, and state as follows:

NATURE OF ACTIONS

- 1) This is an action against THE AUTHORITY for retaliation, breach of contract, interference in contract relation ...and more related claims arising from a landlord/tenant relationship between BRENDA RICE-DAVIS and THE AUTHORITY. By this action, Brenda Rice-Davis seeks *inter alia*, compensatory damages and any other such damages deemed by the court.

VENUE

Petitioner's
2015
GRANTED

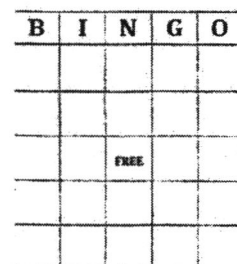
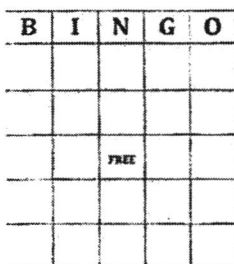
Exhibit C



CITIZENS TO ELECT MAYOR ERIC J. KELLOGG
INVITES
ALL RESIDENTS

TO BINGO
AND DINNER WITH
MAYOR ERIC J. KELLOGG

TUESDAY, MARCH 10, 2015
4PM





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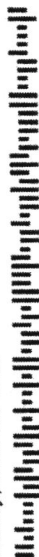
From: BRENDA RICE-DAVIS
15306 S. Robey #410
Harvey, IL 60426

HARMONY
 A WellCare Company
 Corporate Quality Improvement MPLTR MCD
 PO Box 31491
 Tampa, FL 33631-3491

March 28, 2015

*****AUTO**3-DIGIT 604

Brenda Rice-Davis
 15306 Robey Ave Apt 410
 Harvey, IL 60426-2969



Dear Brenda Rice-Davis:

JUDGE, JAMES & KUJAWA, LLC
 ATTORNEYS AT LAW

422 N. NORTHWEST HIGHWAY, SUITE 200
 PARK RIDGE, ILLINOIS 60068-3283

MARKHAM, IL
 60428
 JAN 05 '15
 AMOUNT
\$1.30
 00050371-08

To: Judge, James & Kujawa, LLC
Atty at Law
422 N. Northwest Highway
Suite 200 Park Ridge, IL 60068
328

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Brenda Rice-Davis
 Plaintiff, *pro se*
 15306 South Robey Ave. Unit 410
 Harvey, Illinois 60426

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