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IRIS Y. MARTINEZ  
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

DEANNA WILLIAMS, )  
)  
*Plaintiff,* )  
)  
v. )  
)  
VERNARD ALSBERRY, JR., in his )  
Capacity as Mayor of Hazel Crest, and )  
THE VILLAGE OF HAZEL CREST, )  
)  
*Defendants.* )

No. 2022CH09900

**VERIFIED COMPLAINT AT LAW AND EQUITY**

Plaintiff Deanna Williams (“Plaintiff”), by and through her undersigned counsel, hereby respectfully complains and alleges against Defendants, VERNARD ALSBERRY, JR., in his Capacity as Mayor of Hazel Crest, and THE VILLAGE OF HAZEL CREST, as follows:

**Preliminary Statement**

The Village of Hazel Crest has a plumbing problem, wherein its pipes fill with sewage. Rather than repairing the plumbing problem, however, the Village has instead decided to deliberately jet its sewage into the home of a Black woman. Each time, the Village promises to repair the damage it causes. Each time, the Village changes its mind and refuses. Because it is unlawful for a municipality to use a resident’s home as a sewage dump without consent or just compensation, the Plaintiff brings this action to vindicate her rights.

**General Allegations Common to All Counts**

1. Plaintiff is a natural person and resident of the Village of Hazel Crest.
2. At all times herein relevant, Plaintiff was the record owner of the property located at 17308 Lowell, in Hazel Crest, Illinois.

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3. Since 2005, Hazel Crest has had actual knowledge that its sewer system is clogged with sewage and tree roots.
4. As a result, the Village began clearing the clogs by jetting the sewage deliberately into Plaintiff's house.
5. The Village chose Plaintiff's house because she is Black.
6. In or around May 2005, the Village jetted three inches of sewer water into Plaintiff's house, causing massive damage to her basement.
7. Plaintiff repaired that damage at her own expense.
8. In or around May 2012, the Village jetted four inches of sewer water into Plaintiff's house, causing massive damage to her basement.
9. Plaintiff repaired that damage at her own expense.
10. In or around April 2013, the Village jetted twelve inches of sewer water into Plaintiff's house, causing massive damage to her basement.
11. Plaintiff repaired that damage at her own expense.
12. In or around April 2015, the Village jetted twelve inches of sewer water into Plaintiff's house, causing massive damage to her basement.
13. Plaintiff repaired that damage at her own expense.
14. On or around May 2015, a collapsed tile in the sewer system two doors down from Plaintiff caused a flood of sewer water into Plaintiff's house, causing massive damage to her basement.
15. Plaintiff repaired that damage at her own expense.
16. On or around June 25, 2016, the Village jetted sewer water into Plaintiff's house, causing massive damage to her basement.

17. Plaintiff repaired that damage at her own expense.
18. On or about December 26, 2016, the Village jetted sewer water into Plaintiff's house to clear a grease clog, causing massive damage to her basement.
19. Plaintiff repaired that damage at her own expense.
20. On or about January 9, 2017, Plaintiff met with Hazel Crest Director of Public Works Jeff Hahn to demand that the Village stop jetting sewage water into her home.
21. Through Hahn, Defendants promised to comply with that request. Defendants also promised to jet sewage away from Plaintiff's home in a downstream direction as routine maintenance to prevent future floods.
22. In the Fall of 2019, Defendants informed Plaintiff that the downstream jetter was broken.
23. Thereafter, Plaintiff's basement again began getting flooded with sewage.
24. As such, in Spring 2020, Charles Dryer, an agent or employee of Defendants, explained that the needed repairs would be made after the COVID-19 pandemic.
25. Instead, on or about July 27, 2020, the Village jetted over two feet of sewage into Plaintiff's basement. The sewage was so severe that fecal matter was floating through Plaintiff's house atop the sewer water.
26. On October 28, 2020, Plaintiff then filed a claim with the Village's insurance company for the damage to her home.
27. The Village instructed its insurance carrier to deny that claim, stating that Plaintiff's demand was outside the statute of limitations because she had paid for the damage to the prior floods herself.
28. As a result, the Village has taken the position that they can jet sewage into Plaintiff's house at will.

29. The Village has continued periodically jetting sewage into Plaintiff's home through the date of this filing.
30. On May 9, 2021, Plaintiff's basement filled with sewage because the pipes in the sewer system were clogged by tree roots.
31. In May 2021, the Village offered Plaintiff \$4,635.78 to settle all claims for damage to her home caused by past and future sewage jetting. Plaintiff turned down this request.
32. On May 12, 2021, the Village ordered Plaintiff to allow the installation of a stop flow valve in her home.
33. On or about September 24, 2021, the Village allowed Chicago Water and Fire to place a lien on Plaintiff's house.
34. In other words, the Village is charging Plaintiff money for its practice of jetting sewage into her home.
35. The Village has continued to deliberately jet sewage into Plaintiff's home throughout 2022.
36. The Village has also continued to willfully refuse to repair its sewer system to remove tree roots and sewage blockages, because it is less expensive to allow the sewage to flood Plaintiff's home and use Plaintiff's home as a sewage dump.
37. As a result, the clogs in the sewer system still result in sewage floods in Plaintiff's home.
38. The Village continues to refuse to pay Plaintiff for any of the damage to Plaintiff's home.

**COUNT I – UNCONSTITUTIONAL TAKING**

39. The Plaintiff restates and realleges paragraphs 1-38 of this Complaint as if fully set forth herein.
40. The Village of Hazel Crest has seized Plaintiff's house for the purpose of use as a sewage dump, and continues to do so on a regular basis.

41. The Village has willfully failed and refused to provide just compensation for the use of Plaintiff's home as a sewage dump or the damage to Plaintiff's home.

42. Plaintiff is entitled to the fair market value of her home as compensation.

WHEREFORE Plaintiff respectfully requests this Honorable Court enter judgment in her favor and against Defendants in an amount to be proven at trial, plus costs, and whatever additional relief this Court deems appropriate.

**COUNT II - VIOLATIONS OF SECTION 3604 OF THE FAIR HOUSING ACT**

43. Plaintiffs restate and re-allege Paragraphs 1-42 of this Complaint as if fully set forth herein.

44. Pursuant to 42 U.S.C. 3604(b), it is unlawful "to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin."

45. Defendants deliberately jetted the sewage into Plaintiff's house because she is Black.

46. Defendants did not jet sewage into homes owned by white families.

47. If Plaintiff was white, Defendants would not have jetted sewage into her home.

48. Pursuant to 42 U.S.C. 3613, Plaintiffs are entitled to actual damages, punitive damages, court costs, and attorney fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in her favor and against Defendants in an amount to be proven at trial, plus costs, punitive damages, attorney fees, and whatever additional relief this Court deems appropriate and just under the circumstances.

Respectfully Submitted,  
DEANNA WILLIAMS

/s/ Sheryl Ring  
By her attorneys

Sheryl Ring Esq. #6311043/62447  
518 South Route 31, Suite 113  
McHenry, Illinois 60050  
(847) 975-2643  
[sheryl@sheryrlinglaw.com](mailto:sheryl@sheryrlinglaw.com)

I, Deanna Williams, state and affirm under penalty of perjury that the facts set forth herein are true and correct to the best of my knowledge and belief.

Dated: October 6, 2022

/s/ *DeAnna Williams*

**TITLE** Sheryl Ring Esq. has sent you a document to review and sign...  
**FILE NAME** Williams Complaint.pdf  
**DOCUMENT ID** 0b8e02d497b6ec9ebcc2e65a1fbae81354043b34  
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### Document History



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Sent for signature to DeAnna Williams

([deanna@deannalwilliams.com](mailto:deanna@deannalwilliams.com)) from [deanna@deannalwilliams.com](mailto:deanna@deannalwilliams.com)

IP: 172.58.165.121



VIEWED

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Viewed by DeAnna Williams ([deanna@deannalwilliams.com](mailto:deanna@deannalwilliams.com))

IP: 205.178.2.48



SIGNED

**10 / 06 / 2022**

11:36:36 UTC

Signed by DeAnna Williams ([deanna@deannalwilliams.com](mailto:deanna@deannalwilliams.com))

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COMPLETED

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The document has been completed.