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

Eric Lee Bouie v. Credit Acceptance Corp., NWR Transport, LLC, Hoffman Estates Police Department, Officer Kyle Adlon, and Officer Clayton Johnson

Bouie · No. 1:25-cv-07195 · Decided January 5, 2026

SUMMARY

The United States District Court for the Northern District of Illinois granted motions to dismiss claims arising from the repossession of the plaintiff’s vehicle. The court held that the repossession was lawful, that the plaintiff lacked a legal interest in the vehicle when police arrived, that the municipal-liability allegations were insufficient, and that the private repossession company was not acting under color of state law. The court dismissed all claims with prejudice.

CASE DETAILS

COURT	United States District Court for the Northern District of Illinois, Eastern Division
WRITING FOR THE COURT	Sharon Johnson Coleman
JURISDICTION	United States District Court for the Northern District of Illinois
DECIDED	January 5, 2026
DOCKET	1:25-cv-07195
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought claims under 42 U.S.C. § 1983 and Illinois secured-transactions law arising from the repossession of his vehicle. Defendants moved to dismiss under Federal Rule of Civil Procedure 12(b)(6).
STANDARD OF REVIEW	De novo review of the sufficiency of the complaint under Rule 12(b)(6); well-pleaded factual allegations are accepted as true and reasonable inferences are drawn in the plaintiff's favor, but the complaint must state a plausible claim for relief.
PRECEDENTIAL VALUE	unpublished district court opinion
PARTIES	Eric Lee Bouie v. Credit Acceptance Corp., NWR Transport, LLC, Hoffman Estates Police Department, Officer Kyle Adlon, Officer

TOPICS

motions to dismiss | section 1983 | replevin | civil procedure | constitutional law

PRACTICE AREAS

civil procedure | constitutional law | civil rights | secured transactions | uniform commercial code

QUESTIONS PRESENTED

1. Whether Bouie's Fourth and Fourteenth Amendment claims against the police officers stated a claim when the vehicle had already been lawfully repossessed and Bouie lacked a continuing legal interest in it.
2. Whether Bouie adequately pleaded municipal liability against the Village of Hoffman Estates for failure to train or supervise, or for an unlawful custom or policy.
3. Whether NWR, a private repossession company, acted under color of state law for purposes of 42 U.S.C. § 1983.
4. Whether NWR could be liable under 810 ILCS 5/9-609 when it was a repossession agent and not a secured party holding a security interest in the vehicle.

HOLDINGS

1. The claims against Officers Adlon and Johnson failed because NWR had already repossessed the vehicle and legal title had passed to the creditor before the officers arrived; Bouie therefore did not establish a legal interest in the vehicle or an unlawful possession furthered by the officers.
2. Bouie failed to state a claim against the Village of Hoffman Estates because he alleged no specific facts showing an official policy, a pattern of unlawful repossessions, inadequate training, deliberate indifference, or ratification of an unlawful custom.
3. NWR could not be liable under § 1983 because Bouie did not allege facts showing that NWR acted under color of state law or conspired with the police to deprive him of constitutional rights.
4. NWR was not subject to liability under 810 ILCS 5/9-609 because that provision authorizes and regulates possession by a secured party, and Bouie did not allege that NWR held a security interest in the vehicle.

KEY QUOTATIONS

> *"Accordingly, when NWR exercised its right to repossess the vehicle on behalf of Credit Acceptance and connected the collateral to its tow in accordance with 225 ILCS 422/110 (a), legal title to the Vehicle passed back to the creditor."* (Discussion § I.A)

> *"A municipality cannot be held liable under § 1983 on a respondeat superior theory."* (Discussion § I.B)

> *“Private entities and individuals “cannot ordinarily be held liable under Section 1983 because that statute requires action under color of state law.””* (Discussion § II.A)

> *“§ 9–609 only provides for liability against secured parties.”* (Discussion § II.B)

FACTUAL BACKGROUND

Bouie purchased a 2019 Dodge Durango and later allegedly defaulted on his retail installment contract with Credit Acceptance. Credit Acceptance retained NWR to repossess the vehicle, and NWR connected it to its tow truck and began lifting it before Bouie entered the vehicle and objected. Police officers responded after NWR called for assistance, advised Bouie that he could be arrested for trespassing if he did not exit, and Bouie then left; the court found that the repossession had already occurred and that legal title had passed to the creditor before the officers arrived.

PROCEDURAL HISTORY

Bouie filed suit after NWR repossessed his vehicle and officers responded when he refused to leave it. He filed a Second Amended Complaint alleging Fourth and Fourteenth Amendment violations, municipal failure to train or supervise, and an unlawful repossession or breach of the peace under 810 ILCS 5/9-609. The district court granted both motions to dismiss with prejudice.

DISPOSITION

dismissed

CASES CITED

- W. Bend Mut. Ins. Co. v. Schumacher, 844 F.3d 670, 675 (7th Cir. 2016)
- Camasta v. Jos. A. Bank Clothiers, Inc., 761 F.3d 732, 736 (7th Cir. 2014)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007) (per curiam)
- Trujillo v. Rockledge Furniture LLC, 926 F.3d 395, 397 (7th Cir. 2019)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Arnett v. Webster, 658 F.3d 742, 751 (7th Cir. 2011)
- Killebrew v. St. Vincent Health, Inc., 295 Fed. App'x 808, 810 (7th Cir. 2008)
- Jackson v. City of Chicago, 975 N.E.2d 153, 170-71 (Ill. App. Ct. 1st Dist. 2012)
- Chrysler Credit Corp. v. Koontz, 277 Ill. App. 3d 1078, 1082, 661 N.E.2d 1171, 1173 (Ill. App. Ct. 1996)
- Kouba v. East Joliet Bank, 135 Ill. App. 3d 264, 268 N.E.2d 325, 328 (Ill. App. Ct. 1985)
- Indep. Tr. Corp. v. Stewart Info. Servs. Corp., 665 F.3d 930, 943 (7th Cir. 2011)
- Monell v. Department of Social Services of City of New York, 436 U.S. 658, 694 (1978)
- Hollins v. City of Milwaukee, 574 F.3d 822, 827-28 (7th Cir. 2009)
- City of Canton, Ohio v. Harris, 489 U.S. 378, 388 (1989)
- Jenkins v. Bartlett, 487 F.3d 482, 492 (7th Cir. 2007)
- Burrell v. City of Mattoon, 378 F.3d 642, 647 (7th Cir. 2004)

- Brokaw v. Mercer County, 235 F.3d 1000, 1016 (7th Cir. 2000)
- Case v. Milewski, 327 F.3d 564, 567 (7th Cir. 2003)
- United States v. Koenig, 856 F.2d 843, 849 (7th Cir. 1988)
- Diedrich v. Ocwen Loan Servicing, LLC, 839 F.3d 583, 589 (7th Cir. 2016)
- Hughes v. Meyer, 880 F.2d 967, 972 (7th Cir. 1989)
- Soldal v. Cook County, 506 U.S. 56, 72 (1992)
- Barnes v. Nw. Repossession, LLC, 210 F. Supp. 3d 954, 969-70 (N.D. Ill. 2016)
- Hollibush v. Ford Motor Credit Co., 179 Wis. 2d 799 (1993)
