

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
NEW YORK

Ebiranna Evans v. Bronxworks, Inc.

Evans · No. 24 CIVIL 7507 (LJL) · Decided December 4, 2025

SUMMARY

The United States District Court for the Southern District of New York entered judgment granting Bronxworks, Inc.’s motion for judgment on the pleadings. The court held that the plaintiff could not proceed under VAWA because it provides no private right of action, could not establish a Title VI discrimination claim, and had not pleaded an actionable contract. The complaint was dismissed with prejudice, and the case was closed.

CASE DETAILS

COURT	United States District Court for the Southern District of New York
JURISDICTION	United States District Court for the Southern District of New York
DECIDED	December 4, 2025
DOCKET	24 CIVIL 7507 (LJL)
DISPOSITION	dismissed
PROCEDURAL POSTURE	The court granted Defendant's motion for judgment on the pleadings and dismissed Plaintiff's complaint with prejudice.
STANDARD OF REVIEW	On a motion for judgment on the pleadings, the court accepted the well-pleaded allegations for purposes of the motion and read the pro se complaint liberally, but dismissed because the pleadings did not indicate that a valid claim could be stated.
PRECEDENTIAL VALUE	Unknown
PARTIES	Ebiranna Evans v. Bronxworks, Inc.

TOPICS

- motion for judgment on the pleadings
- civil procedure
- civil rights
- contracts
- remedies

PRACTICE AREAS

- civil procedure
- civil rights
- contracts
- remedies

QUESTIONS PRESENTED

1. Whether Plaintiff's complaint stated a viable claim under the Violence Against Women Act.
2. Whether Plaintiff adequately pleaded a Title VI discrimination claim.
3. Whether Plaintiff pleaded an actionable contract with Bronxworks supporting her requested damages.
4. Whether the complaint should be dismissed with prejudice without leave to amend.

HOLDINGS

1. Plaintiff had no recourse under the Violence Against Women Act because the statute did not provide a private right of action.
2. Plaintiff failed to state a Title VI claim because her pleading did not indicate that she was discriminated against based on a characteristic protected by Title VI.
3. Plaintiff did not plead an actionable contract with Bronxworks that could support her requested damages.
4. Leave to amend was properly denied because the defects in Plaintiff's claims were substantive and could not be cured by better pleading.

KEY QUOTATIONS

“‘[A] district ‘court should not dismiss [a complaint] without granting leave to amend at least once when a liberal reading of the complaint gives any indication that a valid claim might be stated.’”

“Therefore, the Complaint is dismissed with prejudice.”

FACTUAL BACKGROUND

Plaintiff alleged that Bronxworks failed to timely address her emergency requests while dealing with a large volume of cases. She characterized the alleged failure as a generalized failure to respond to emergency requests, rather than discrimination or retaliation based on her status as a domestic-violence victim. Plaintiff also relied on an attached Independent Living Plan, but the court found that it lacked consideration and any enforceable promise sufficient to establish a contract.

PROCEDURAL HISTORY

Plaintiff brought claims relying on the Violence Against Women Act, Title VI, and an alleged contract arising from an Independent Living Plan. The court concluded that the pleadings did not establish a viable statutory or contractual claim, granted judgment on the pleadings, denied leave to amend as futile, dismissed the complaint with prejudice, and closed the case.

DISPOSITION

dismissed

CASES CITED

- Thompson v. Carter, 284 F.3d 411, 416 (2d Cir. 2002)
- Branum v. Clark, 927 F.2d 698, 705 (2d Cir. 1991)
- Johnson v. MTA-New York City Transit, 2020 WL 6530915, at *11 (S.D.N.Y. Feb. 6, 2020)
- Joseph v. JRF Income Tax Bus. Servs., 2021 WL 3516421, at *6 (E.D.N.Y. Aug. 10, 2021)
- Cuoco v. Moritsugu, 222 F.3d 99, 112 (2d Cir. 2000)
- Ruffolo v. Oppenheimer & Co., 987 F.2d 129, 131 (2d Cir. 1993)

OPINION

Evans

PER CURIAM.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

-----X

EBIRANNA EVANS,

Plaintiff, -against- 24 CIVIL 7507 (LJL)

JUDGMENT

BRONXWORKS, INC.,

Defendant. -----X It is hereby ORDERED, ADJUDGED AND DECREED: That for the reasons stated in the Court's Opinion and Order dated December 3, 2025, the motion for judgment on the pleadings is GRANTED. “[A] district ‘court should not dismiss [a complaint] without granting leave to amend at least once when a liberal reading of the complaint gives any indication that a valid claim might be stated.’” Thompson v. Carter, 284 F.3d 411, 416 (2d Cir. 2002) (quoting Branum v. Clark, 927 F.2d 698, 705 (2d Cir. 1991)). Here, giving Plaintiff’s complaint the requisite liberal reading, there is no indication that a valid claim could be stated. Plaintiff has no recourse against Defendant under VAWA, the statute upon which she relies, because that statute does not allow a private right of action. She also has no recourse under Title VI because there is no indication from her pleading that she was the victim of discrimination based on a characteristic protected by that statute. Nor has she evidenced an actionable contract between herself and Bronxworks that would give rise to her requested damages. Plaintiff was the victim of an unfortunate set of circumstances and delays, but according to her complaint those delays arose because of Bronxworks’ challenges dealing with a volume of cases. The thrust of Plaintiff’s complaint is not that she was discriminated against based on her status as a victim of domestic violence, or that she was retaliated against by Bronxworks on that basis. It is that Bronxworks failed as a matter of course to timely address her emergency requests because in the undifferentiated and perhaps callous words of the staff member, “everyone here has an emergency.” Compl. ¶ 4. On the basis of those pleadings, she has not claimed and cannot claim to be a victim of discrimination because of her status as a domestic violence victim. Nor has she pled any contract between the parties—the attached Independent Living Plan refutes a contractual

cause of action considering the lack of consideration and lack of any enforceable promise. Therefore, the Complaint is dismissed with prejudice. See *Johnson v. MTA-New York City Transit*, 2020 WL 6530915, at *11 (S.D.N.Y. Feb. 6, 2020) (dismissing a pro se complaint with prejudice where “the problem with plaintiff’s causes of action is substantive such that better pleading will not cure it”); *Joseph v. JRF Income Tax Bus. Servs.*, 2021 WL 3516421, at *6 (E.D.N.Y. Aug. 10, 2021) (denying leave to amend where the claims are “fundamentally invalid”); *Cuoco v. Moritsugu*, 222 F.3d 99, 112 (2d Cir. 2000) (“a futile request to replead should be denied”); *Ruffolo v. Oppenheimer & Co.*, 987 F.2d 129, 131 (2d Cir. 1993) (where leave to amend “is unlikely to be productive,” “it is not an abuse of discretion to deny leave to amend”); accordingly, the case is closed. Dated: New York, New York December 4, 2025

TAMMI M. HELLOWIG

_____ Clerk of Court BY: _____ Deputy Clerk