

 The content in this preview is based on the last saved version of your email - any changes made to your email that have not been saved will not be shown in this preview.



IN BRIEF

MAHONEY, SILVERMAN & CROSS, LLC

822 Infantry Drive
Suite 100
Joliet, Illinois 60435
(815) 730-9500

126 S. Main Street
Oswego, Illinois 60543
(630) 554-7800

Attorneys:

[George F. Mahoney III](#)

[David J. Silverman](#)

[Thomas H. Cross III](#)

[Eric P. Hanson](#)

[James A. Murphy](#)

[Sean D. Brady](#)

[Kevin D. Yusman](#)

[Jean A. Kenol](#)

[Ashley A. Kwasneski](#)

[Robert A. Wolz](#)

[Laura L. Malinowski](#)

Counsel to the Firm:

[R. Peter Grometer](#)

[Grant S. Wegner](#)

A Winning Opinion in the U.S. Seventh Circuit Court of Appeals

Today our firm received great news from the U.S. Seventh Circuit Court of Appeals. The Court ruled in favor of our client, the Housing Authority of Champaign County in the case of Latif Kahn vs. Housing Authority of Champaign County, et al., Case No. 09-1735.

A copy of this Opinion is available on the Court's website at www.ca7.uscourts.gov/fdocs/docs.fwx or ([click here](#)) for a PDF document.

The case involved a landlord who participated in the Section 8 Housing Choice Voucher (HCV) Program administered by the Housing Authority of Champaign County (HACC). In 2005, the landlord evicted a HCV tenant for failure to pay rent on an unauthorized side lease - a violation of the Program and HUD regulations. Once HACC became aware of the violation, the Executive Director sought to terminate the landlord from future participation in the Program. Additionally, HACC terminated two of the landlord's existing Housing Assistant Payment contracts.

Landlord brought suit, claiming HACC and staff violated his civil rights. The landlord alleged that he was denied due process in the termination of his existing contracts and that he had a right to contract with the HACC in the future. At trial, the District Court ruled that the landlord did not have a right to future contracts and that the HACC did not violate the landlord's civil rights by terminating the existing contracts. The decision has now been upheld by the U.S. Seventh Circuit Court of Appeals.

The case was handled by our firm's Kevin D. Yusman.

ALL OF US AT MSC WISH YOU A HAPPY HOLIDAY SEASON AND A VERY PROSPEROUS NEW YEAR!

Pursuant to Rules 7.2-7.4 of the Illinois Rules of Professional Conduct, this publication may constitute advertising material.

This document has been prepared by Mahoney, Silverman & Cross, LLC for informational purposes only. It is general in nature and based on authorities that are subject to change. It is not intended as legal advice. Accordingly, readers should consult with, and seek the advice of, their own counsel with respect to any individual situation that involves the material contained in this document, the application of such materials to their specific circumstances, or any questions relating to their own affairs that may be raised by such material.

© Mahoney, Silverman & Cross, LLC, 2010. All Rights

The Law Firm of Mahoney, Silverman and Cross, LLC strives to provide superior legal representation with the objective of exceeding our clients' expectations. Each member of our firm is committed to utilizing critical analysis and innovative approaches to achieve timely resolutions with the best possible results for our clients.

[Forward email](#)



This email was sent to jvaneck@msclawfirm.com by jvaneck@msclawfirm.com | [Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).

MAHONEY, SILVERMAN & CROSS, LLC | 822 Infantry Drive | Suite 100 | Joliet | IL | 60435