

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

**For the Seventh Circuit
Chicago, Illinois 60604**

Submitted May 9, 2025*

Decided May 12, 2025

Before

MICHAEL Y. SCUDDER, *Circuit Judge*

AMY J. ST. EVE, *Circuit Judge*

JOSHUA P. KOLAR, *Circuit Judge*

No. 24-2019

LEWIS L. BOND,
Plaintiff-Appellant,

v.

ALPHA PHI ALPHA and RONALD D.
STOVALL, JR.,
Defendants-Appellees.

Appeal from the United States District
Court for the Southern District of
Indiana, Indianapolis Division.

No. 1:23-cv-00956-JPH-CSW

James Patrick Hanlon,
Judge.

ORDER

Lewis Bond sued the Alpha Phi Alpha fraternity (APA) and one of its regional vice presidents for breach of contract, negligence, and violations of his federal due-process rights, after they stripped him of his lifetime fraternity membership. The district court dismissed Bond's complaint for failure to state a claim, and we affirm.

* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

We accept the allegations in the complaint as true, drawing reasonable inferences in Bond's favor. *See Chaidez v. Ford Motor Co.*, 937 F.3d 998, 1004 (7th Cir. 2019). Bond attended Chicago State University and joined APA in 2000. In October 2020, Bond requested his membership status from the APA national office, hoping to reinstate his lifetime membership as an alumnus. After Bond completed an application, APA confirmed that he was a lifetime member and welcomed him back to the fraternity.

In June 2021, however, APA's regional vice president, Ronald D. Stovall, Jr., sent Bond a letter terminating his membership in the fraternity. Stovall stated that an audit showed that Bond had refused to cooperate with the fraternity's requirements for verifying his membership. Among other things, Stovall explained, Bond refused to produce letters from three initiated fraternity brothers corroborating that he had completed the "membership program" during his 2000 initiation. Because Bond failed to confirm for APA leadership that he had properly completed the membership program, Stovall explained, Bond could not maintain the status of a lifetime member.

In May 2023, Bond sued APA and Stovall in Indiana federal court, invoking jurisdiction based on diversity of citizenship. 28 U.S.C. § 1332. His complaint alleged state-law claims of breach of contract and negligence, plus violations of his due process rights under the federal Constitution. Specifically, he asserted that APA failed to adhere to its procedures for member expulsion, violated its bylaws and its constitution, and breached Chicago State University's hazing policy. His due-process claim under the Fourteenth Amendment, *see* 42 U.S.C. § 1983, hinged on the defendants' failure to provide him with notice and a hearing before expelling him.

The defendants moved to dismiss Bond's complaint, and the district court granted the motion. First, the court explained that § 1983 claims are available against only those acting under color of state law, yet the complaint gave no reason to believe that the defendants were state actors. (Indeed, the complaint occasionally refers to APA as a "private organization.") Second, as to the breach-of-contract claim, the court explained that absent fraud or other illegalities (which Bond did not allege in his complaint), Indiana law precludes judicial interference in a voluntary association's interpretation of its own procedures. Third, the court stated, Bond's negligence claim failed because it was based on the same facts as the contract claim, and he provided no evidence of a separate tort not dependent on the membership contract. Finally, the court stated that Bond made only conclusory allegations about hazing, which were insufficient to adequately plead any state-law claim.

Bond moved for leave to amend his complaint, supplying a proposed amended pleading that restated the claims from his original complaint and added assertions that the defendants breached a fiduciary duty. The court denied his motion, explaining that the proposed amended complaint failed to adequately plead any fiduciary relationship with the defendants and otherwise contained nothing new. The court entered a final judgment dismissing the case with prejudice. Bond appeals, and we review the dismissal de novo. *See Chaidez*, 937 F.3d at 1004.

Bond first challenges the district court's dismissal of his breach-of-contract claim.¹ (His opening brief does not engage with the dismissal of the due-process or negligence claims, and he therefore waives any argument about them. *See Crain v. McDonough*, 63 F.4th 585, 591 n.2 (7th Cir. 2023).) He argues that he stated a claim because Stovall acted illegally when he ignored APA's bylaws and expelled Bond based on "arbitrary" and personal reasons.

Bond's claim fails as a matter of Indiana law. True, that state's law provides that a membership-based nonprofit corporation's bylaws are a contract between the corporation and its members. *See Ind. High Sch. Athletic Ass'n v. Reyes*, 694 N.E.2d 249, 256 (Ind. 1997). But absent a showing of "fraud, other illegality, or abuse of civil or property rights ... Indiana courts will not interfere in the internal affairs of [a] voluntary membership association." *Id.* Here, Bond alleges no facts suggesting that the defendants engaged in fraudulent or illegal conduct when they terminated his membership; instead, he specifically criticizes how they applied (or failed to apply) provisions of the membership contract such as its ban on hazing and the procedures for expulsion. Misapplying the organization's rules, however, is not in itself illegal or fraudulent. How Stovall chose to evaluate Bond's standing, or whether Stovall had expulsion authority,

¹ The defendants assert that this appeal concerns only the ruling on Bond's motion for leave to file an amended complaint, and therefore any arguments about the dismissal (without prejudice) of the original complaint fall "outside of the purview of this appeal." This is incorrect. Bond filed his notice of appeal within 30 days of the judgment order, FED. R. APP. P. 4(a)(1)(A), and designated the district court's final judgment and its order denying his motion for leave to amend his complaint, FED. R. APP. P. 3(c)(1)(B). Regardless, we do not dismiss an appeal for failing to designate the judgment, so long as the notice of appeal is "filed after entry of the judgment and designates an order that merged into that judgment." FED. R. APP. P. 3(c)(7). Those conditions are met here.

are matters of fraternal governance, and so the claim is about an internal matter not subject to judicial intervention.

Next, Bond asserts that the district court wrongly denied his motion for leave to amend his complaint. A court may refuse to allow amendment if it would be futile, for example, when a proposed complaint could not survive a motion to dismiss. *See Arlin-Golf, LLC v. Village of Arlington Heights*, 631 F.3d 818, 823 (7th Cir. 2011). That is the case here. Bond's amended complaint contained allegations almost identical to those in his first complaint, and thus the reprised claims would fail for the same reasons the district court originally gave—with which we see no error. Even on appeal, Bond does not adequately explain how he could have stated valid claims based on his allegations against these defendants. *See Pension Tr. Fund for Operating Eng'rs v. Kohl's Corp.*, 895 F.3d 933, 942 (7th Cir. 2018) (“Reversal is inappropriate if the plaintiff cannot identify how [he] would cure defects in [his] complaint.”). As to the new claim, the district court correctly observed that nothing in the complaint allows an inference of a fiduciary duty flowing from Stovall or APA to Bond. Therefore, the district court reasonably rejected the proposed amended complaint as futile.

AFFIRMED