NONPRECEDENTIAL DISPOSITION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 January 27, 2026*
Decided January 28, 2026

Before

MICHAEL Y. SCUDDER, *Circuit Judge*

AMY J. ST. EVE, *Circuit Judge*

CANDACE JACKSON-AKIWUMI, *Circuit Judge*

No. 25-1465

BAKUL DAVE,
Plaintiff-Appellant,

v.

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, CARBONDALE,
Defendant-Appellee.

Appeal from the United States District Court for the Southern District of Illinois.

No. 3:18-cv-02122-GCS

Gilbert C. Sison,
Magistrate Judge.

O R D E R

Bakul Dave, formerly an associate professor of chemistry, sued his employer, Southern Illinois University, alleging that the University violated his rights under the substantive and anti-retaliation provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2(a), 2000e-3, and the Age Discrimination in Employment Act

* 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).

(ADEA), 29 U.S.C. § 623(a)(1). The district court granted the University's motion for summary judgment, concluding that Dave did not provide sufficient evidence of discrimination or retaliation. We affirm.

We construe the evidence presented at summary judgment in the light most favorable to Dave, drawing all reasonable inferences in his favor. *Paterakos v. City of Chicago*, 147 F.4th 787, 795 (7th Cir. 2025). Since 1996, Dave worked at the University as an associate professor of chemistry and achieved tenure in 2002. In that capacity, he conducted research and taught CHEM 410–411, an inorganic chemistry class and lab that he designed; CHEM 579, a graduate-level research course; and other graduate-level courses. As a member of the faculty union, Dave was covered by a collective bargaining agreement.

In May 2014, Dave was fired for allegedly sexually harassing a student. He was instructed to retrieve any personal items from his office and laboratory, but he did not comply. Some of the items he left behind were discarded, some equipment was distributed to other faculty, and other items were stored in boxes that Dave refused to collect. His office and laboratory were reassigned to other faculty members. The union filed a grievance on Dave's behalf. An arbitrator found that the University had not established just cause to fire him and ordered the University to reinstate Dave.

Upon his return to campus in January 2016, Dave asked to be assigned to his former office and laboratory, both of which were now occupied by other faculty. Dave rejected the University's alternative options, and so the University gave Dave identical spaces across the hall. Dave then complained that he could not resume his research without the equipment and materials from his former office and laboratory. After the arbitrator ordered Dave to submit a list of the equipment and materials he needed, Dave provided only a partial list of books.

In the spring, Dave met with the then-department chair, Dr. Gary Kinsel, to discuss his teaching assignments for the upcoming academic year. Under Article 8 of the collective bargaining agreement, the department chair is responsible for assigning teaching duties each year, subject to the dean's approval. The agreement requires the chair to consider, among other things, the faculty member's expertise and interest in seeking tenure, and to discuss assignments with the faculty member. Upon the dean's approval, changes are authorized only in limited circumstances (e.g., death or disability of a faculty member, employment of new faculty, increase or decrease in enrollment of assigned courses, and grant funding).

At their meeting, Dave told Kinsel that he wanted to teach CHEM 410–411. But when Dave was fired, those courses were assigned to Dr. Sean Moran, a newer faculty member. According to Dave, Kinsel said that Moran would continue to teach those courses because Kinsel was "giving preference to younger faculty members." Kinsel assigned Dave to teach CHEM 579 in the fall and CHEM 106, an introductory course for non-science majors, in the spring. The dean approved Dave's assignment.

Dr. Lichang Wang became the new department chair in August 2016 and met with Dave that month to discuss his teaching assignment. Dave told Wang that he could not teach CHEM 579 without his notes and items that had been in his old office and that he had never taught CHEM 106. Wang offered course materials for CHEM 106, canceled CHEM 579 for the fall semester (due to low enrollment), and sent Dave a new teaching assignment that would give him more time to prepare: In the fall, Dave would not teach any classes, and in the spring, he would teach both CHEM 106 and CHEM 579.

Four days before the spring semester started, Dave told Wang that he could not teach his assigned courses because the University had not given him any resources. On the first day of classes, Dave did not show up to teach. The University placed him on unpaid administrative leave while it investigated whether disciplinary action was warranted. The investigation concluded that Dave was assigned to teach CHEM 106 and CHEM 579 in the spring, knew of his assignment, and did not fulfill his teaching duties. After notice and a hearing, the University fired Dave for cause in June 2017.

Meanwhile, Dave pursued multiple complaints with the Equal Employment Opportunity Commission. He had filed a complaint in April 2017, alleging that the University's decisions to reassign CHEM 410–411 and to suspend him without pay were improperly motivated by race and age and were retaliatory. After he was fired in June, he filed another complaint alleging that his dismissal was retaliatory and motivated by his race, national origin, and age. He received right-to-sue notices and filed this lawsuit in November 2018.

Dave sued the University, alleging that it violated his rights under Title VII and the ADEA, and the University moved for summary judgment. The district court granted the motion, explaining that Dave's substantive Title VII claim failed under the burden-shifting framework of *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802–03 (1973), and the holistic approach of *Ortiz v. Werner Enterprises, Inc.*, 834 F.3d 760, 765–66 (7th Cir. 2016). Dave did not provide comparator evidence showing that the University's decisions to suspend and fire him were based on his race or national origin. The court also determined that his teaching assignment was not an adverse

employment action because Dave did not point to anything in the record from which a reasonable juror could conclude that his assignment negatively impacted his career.

Moreover, the court found that the University did not retaliate against Dave because he had not opposed any practice made unlawful by Title VII, like race or national-origin discrimination. Moreover, although the filing of his April 2017 EEOC complaint was a protected activity as to age discrimination, Dave had not presented evidence to establish that but for the complaint, he would not have been fired.

Regarding the ADEA claim, the court concluded that Dave did not provide enough evidence to establish that his teaching assignment was an adverse employment action. And, given the undisputed fact that Dave did not teach his assigned courses, no reasonable juror could conclude he was fired because of his age.

On appeal, Dave uses his briefs to advance a maelstrom of abusive and conclusory accusations that his opponents perpetrated a vast criminal conspiracy against him. Nearly all of the assertions in his briefs do not engage with the district court's reasoning, and he asks us instead to vacate the summary judgment as void because of the "crime-fraud" committed by the district court, the University, and opposing counsel. As a result, we considered whether this appeal should be dismissed because the briefs do not contain discernible arguments challenging the district court's reasoning and support for those arguments. *See* FED. R. APP. P. 28(a)(8)(A); *Atkins v. Gilbert*, 52 F.4th 359, 361 (7th Cir. 2022).

But because Dave's brief contains a passing reference to the district court's resolution of his claim that his teaching assignment was motivated by age discrimination, we address it. Dave seems to suggest that the court ignored Kinsel's statement that he did not assign CHEM 410–411 to Dave because "he was giving preference to younger faculty" members.

The ADEA makes it unlawful for employers to "discharge ... or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age." 29 U.S.C. § 623(a)(1). To defeat summary judgment, Dave needed to present enough evidence that would permit a reasonable jury to find that he suffered "an adverse action because of [his] age." *Arnold v. United Airlines, Inc.*, 142 F.4th 460, 469 (7th Cir. 2025) (emphasis omitted) (quoting *Vassileva v. City of Chicago*, 118 F.4th 869, 873 (7th Cir. 2024)). An action is

adverse where it causes "some harm respecting an identifiable term or condition of employment." *Id.* at 470 (quoting *Muldrow v. City of St. Louis*, 601 U.S. 346, 355 (2024)).[†]

Dave's argument fails for several reasons. The record is devoid of any evidence related to Dr. Moran's age or qualifications. Dave does not address the evidence provided by the University that Dr. Moran had taught CHEM 410–11 in Dave's absence. The fact that a professor younger than Dave was assigned to teach a course that Dave previously taught does not itself evince age discrimination. Moreover, Dave does not point to any evidence in the record that would support a finding that Kinsel's decision not to assign him to his preferred courses was an adverse action that left him "worse off" with respect to the terms and conditions of his employment. *Muldrow*, 601 U.S. at 359. To be sure, Dave had not taught CHEM 106 before, and he says he no longer had his notes from CHEM 579. But Dave was offered course materials and an additional semester without any teaching duties to prepare for these courses. No evidence in the record supports a finding that his assignment to teach these courses changed his position, job duties, salary, or benefits. *See Arnold*, 142 F.4th at 471 (explaining that changes in assignment within the normal scope of employment did not adversely affect terms and conditions of employment).

Finally, the University asks us to award attorneys' fees and double costs because Dave's appeal is frivolous. *See* FED. R. APP. P. 38. But the University did not file a separate motion as required by the rule, so we deny the request. *See id.* Nevertheless, we acknowledge that alongside the abusive language in Dave's briefs, he has repeatedly filed "notices" accusing his opponents of ongoing criminal activity. Accordingly, we warn Dave that abusive and frivolous filings in this court may result in sanctions, including fines and a possible filing bar. *See Support Sys. Int'l, Inc. v. Mack*, 45 F.3d 185, 186 (7th Cir. 1995).

AFFIRMED

[†] We note that the district court decided this case under then-controlling precedent requiring a Title VII plaintiff to show that he suffered a "materially adverse employment action." But after the district court entered judgment, the Supreme Court decided *Muldrow*, which modified the standard for determining what constitutes an adverse employment action. *See, e.g.*, *Arnold*, 142 F.4th at 470. Under *Muldrow*, plaintiffs are not required "to meet a 'heightened threshold of harm,' such as demonstrating 'significant harm' or a 'materially adverse' action." *Id.* (quoting *Muldrow*, 601 U.S. at 353 & n.1). Though Dave does not raise this point in his brief, we apply the reasoning of *Muldrow* here. *See id.* at 470–71; *Paterakos*, 147 F.4th at 796–97.