

12-Person Jury

SEL/KAJ/kar

20-051

4/30/21

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IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2021L004728

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS,
COUNTY DEPARTMENT - LAW DIVISION

JOHN DOE,)
)
 Plaintiff,)
)
 v.) No.:
)
)
 CHICAGO BLACKHAWK)
 HOCKEY TEAM, INC.,)
 a corporation,)
)
 Defendant.)

COMPLAINT AT LAW

COUNT I - NEGLIGENCE - DELAYED DISCOVERY

Plaintiff, JOHN DOE, by and through his attorneys, SUSAN E. LOGGANS & ASSOCIATES, P.C., and complaining of defendant, CHICAGO BLACKHAWK HOCKEY TEAM, INC., upon information and belief states as follows:

1. On, before, and subsequent to May 2010, Plaintiff, JOHN DOE, was a player on the CHICAGO BLACKHAWK HOCKEY TEAM, INC. (the "BLACKHAWKS").
2. On, before, and subsequent to May 2010, Defendant, the BLACKHAWKS, was a professional hockey team and member of the National Hockey League with its principal place of business located at 1901 W. Madison Street in Chicago, Illinois.

FILED DATE: 5/7/2021 2:25 PM 2021L004728

3. On, before, and subsequent to May 2010, James F. Gary, L.C.P.C. (“Gary”), was employed by Defendant, the BLACKHAWKS, as a mental skills coach.

4. On or about May 2010, Plaintiff, JOHN DOE, began seeing Gary for counseling services after he was sexually assaulted by a team employee.

5. Prior to the sexual assault on JOHN DOE, Defendant was made aware that the same team employee had sexually assaulted a teammate of JOHN DOE.

6. After Plaintiff and another player advised Defendant, the BLACKHAWKS, by and through its agent and employee, Gary, of the sexual assault, the Defendant, the BLACKHAWKS, did nothing.

7. On and before May 2010, and thereafter, Defendant, the BLACKHAWKS, was negligent in one or more of the following ways:

- a. Failed to establish, maintain and carry out a continuing sexual harassment program;
- b. Failed to provide employees with adequate notice of their right to be free from unlawful sexual harassment and their right to file a charge of sexual harassment;
- c. Failed to provide an adequate sexual harassment prevention training program in violation of 775 ILCS 5/2-109;
- d. Failed to immediately respond to a complaint of sexual misconduct and initiate an inquiry and investigation;
- e. Failed to take reasonable action to protect the victim from retaliation or experiencing further sexual harassment during the investigation;
- f. Failed to interview the victim, all relevant witnesses, the perpetrator of the sexual assault;
- g. Failed to document the investigation results and maintain the file as an employment record;
- h. Failed to take appropriate corrective disciplinary action up to and including termination of employment of the perpetrator;
- i. Failed to take reasonable action within the organization to reduce the likelihood of future sexual harassment incidents by updating policies and communicating them to the workforce, providing supplemental or tailored sexual

- harassment training, or restructuring the working environment or reporting relationships;
- j. Failed to monitor the work environment to ensure the workplace is free of sexual harassment;
- k. Failed to conduct a sexual harassment climate check; and
- l. Failed to follow up with the victim at regular intervals to ensure they and the workplace remains free from sexual harassment.

8. As a result of the facts set forth in this Complaint at Law, Defendant, the BLACKHAWKS, owed a duty to Plaintiff, JOHN DOE, to act with reasonable care under all the circumstances. Defendant, the BLACKHAWKS, breached that duty.

9. Since being the victim of a sexual assault in May 2010, Plaintiff, JOHN DOE, suppressed the trauma from his memory.

10. On or about July 2019, when Plaintiff, JOHN DOE, learned that the perpetrator was arrested and sentenced in a different sexual assault, Plaintiff, JOHN DOE, became aware of his injuries and damages.

11. The statute of limitations did not begin to run until Plaintiff's date of discovery in July of 2019 when his memories were triggered by learning the perpetrator was sent to prison for a separate sexual assault.

12. As a direct and proximate result of one or more of the foregoing acts and/or omissions of Defendant, the BLACKHAWKS, the Plaintiff, JOHN DOE, has suffered and will continue to suffer injuries of a personal and pecuniary nature.

WHEREFORE, Plaintiff, JOHN DOE, prays for judgment against Defendant, CHICAGO BLACKHAWK HOCKEY TEAM, INC., in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

COUNT II - NEGLIGENCE - FRAUDULENT CONCEALMENT

Plaintiff, JOHN DOE, by and through his attorneys, SUSAN E. LOGGANS & ASSOCIATES, P.C., and complaining of defendant, CHICAGO BLACKHAWK HOCKEY TEAM, INC., upon information and belief states as follows:

1. On, before, and subsequent to May 2010, Plaintiff, JOHN DOE, was a player on the CHICAGO BLACKHAWK HOCKEY TEAM, INC. (the "BLACKHAWKS").

2. On, before, and subsequent to May 2010, Defendant, the BLACKHAWKS, was a professional hockey team and member of the National Hockey League with its principal place of business located at 1901 W. Madison Street in Chicago, Illinois.

3. On, before, and subsequent to May 2010, Gary was employed by Defendant, the BLACKHAWKS, as a mental skills coach.

4. On or about May 2010, Plaintiff, JOHN DOE, began seeing Gary for counseling services after he was sexually assaulted by a team employee.

5. Prior to the sexual assault on JOHN DOE, Defendant was made aware that the same team employee had sexually assaulted a teammate of JOHN DOE.

6. On or about May 2010, Gary convinced Plaintiff that the sexual assault was his fault, that he was culpable for what happened, made mistakes during his encounter with the perpetrator and permitted the sexual assault to occur.

7. The aforementioned statements by Gary, an agent of Defendant, the BLACKHAWKS, were false and Gary knew or should have known that they were false.

8. The aforementioned statements by Gary, an agent of Defendant, the BLACKHAWKS, were made with the intent to deceive Plaintiff, JOHN DOE, into believing that he had not been sexually assaulted.

9. Plaintiff, JOHN DOE, believed Gary's false and deceptive statements that he had not been sexually assaulted.

10. On and before May 2010, and thereafter, Defendant, the BLACKHAWKS, was negligent in one or more of the following ways:

- a. Failed to establish, maintain and carry out a continuing sexual harassment program;
- b. Failed to provide employees with adequate notice of their right to be free from unlawful sexual harassment and their right to file a charge of sexual harassment;
- c. Failed to provide an adequate sexual harassment prevention training program in violation of 775 ILCS 5/2-109;
- d. Failed to immediately respond to a complaint of sexual misconduct and initiate an inquiry and investigation;
- e. Failed to take reasonable action to protect the victim from retaliation or experiencing further sexual harassment during the investigation;
- f. Failed to interview the victim, all relevant witnesses, the perpetrator of the sexual assault;
- g. Failed to document the investigation results and maintain the file as an employment record;
- h. Failed to take appropriate corrective disciplinary action up to and including termination of employment of the perpetrator;
- i. Failed to take reasonable action within the organization to reduce the likelihood of future sexual harassment incidents by updating policies and communicating them to the workforce, providing supplemental or tailored sexual harassment training, or restructuring the working environment or reporting relationships;
- j. Failed to monitor the work environment to ensure the workplace is free of sexual harassment;
- k. Failed to conduct a sexual harassment climate check; and
- l. Failed to follow up with the victim at regular intervals to ensure they and the workplace remains free from sexual harassment.

11. As a result of the facts set forth in this Complaint at Law, Defendant, the BLACKHAWKS, owed a duty to Plaintiff, JOHN DOE, to act with reasonable care under all the circumstances. Defendant, the BLACKHAWKS, breached that duty.

12. Since being the victim of a sexual assault in May 2010, Plaintiff, JOHN DOE, suppressed the trauma from his memory.

13. On or about July 2019, when Plaintiff, JOHN DOE, learned that the perpetrator was arrested and sentenced in a different sexual assault, Plaintiff, JOHN DOE, became aware of his injuries and damages.

14. The statute of limitations did not begin to run until July of 2019 due to the aforementioned fraudulent concealment of Defendant.

15. As a direct and proximate result of one or more of the foregoing acts and/or omissions of Defendant, the BLACKHAWKS, the Plaintiff, JOHN DOE, has suffered and will continue to suffer injuries of a personal and pecuniary nature.

WHEREFORE, Plaintiff, JOHN DOE, prays for judgment against Defendant, CHICAGO BLACKHAWK HOCKEY TEAM, INC., in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

COUNT III - STRICT LIABILITY - ILLINOIS HUMAN RIGHTS ACT, 775 ILCS 5 et. Subseq.

Plaintiff, JOHN DOE, by and through his attorneys, SUSAN E. LOGGANS & ASSOCIATES, P.C., and complaining of defendant, CHICAGO BLACKHAWK HOCKEY TEAM, INC., upon information and belief states as follows:

1. On, before, and subsequent to May 2010, Plaintiff, JOHN DOE, was an “employee” of the BLACKHAWKS pursuant to the Illinois Human Rights Act (the “IHRA”).

2. On, before, and subsequent to May 2010, Defendant, the BLACKHAWKS, was a professional hockey team and member of the National Hockey League with its principal place of business located at 1901 W. Madison Street in Chicago, Illinois.

3. On, before, and subsequent to May 2010, Defendant, the BLACKHAWKS, was an “employer” of Bradley Aldrich pursuant to the Illinois Human Rights Act (the “IHRA”).

4. On, before, and subsequent to May 2010, Bradley Aldrich was in a position of managerial and/or supervisory control over Plaintiff, JOHN DOE, pursuant to the IHRA.

5. On, before, and subsequent to May 2010, Bradley Aldrich sexually harassed Plaintiff, JOHN DOE, in one or more of the following ways:

- a. Sent the Plaintiff, JOHN DOE, inappropriate text messages;
- b. Turned on porn and began to masturbate in front of Plaintiff, JOHN DOE, without his consent;
- c. Threatened to injure Plaintiff, JOHN DOE physically, financially, and emotionally if Plaintiff did not engage in sexual activity with Bradley Aldrich.

6. As a result of the facts set forth in this Complaint at Law and pursuant to the IHRA, Defendant, the BLACKHAWKS, is strictly liable for the sexually harassing conduct of Bradley Aldrich. *See, e.g., Sangamon Cty. Sheriff's Dep't v. Illinois Hum. Rts. Comm'n*, 233 Ill. 2d 125, 136–37 (Ill. 2009).

7. Since being the victim of a sexual assault in May 2010, Plaintiff, JOHN DOE, suppressed the trauma from his memory.

8. On or about July 2019, when Plaintiff, JOHN DOE, learned that the perpetrator was arrested and sentenced in a different sexual assault, Plaintiff, JOHN DOE, became aware of his injuries and damages.

9. As a direct and proximate result of one or more of the foregoing acts and/or omissions of Defendant, the BLACKHAWKS, the Plaintiff, JOHN DOE, has suffered and will continue to suffer injuries of a personal and pecuniary nature.

WHEREFORE, Plaintiff, JOHN DOE, prays for judgment against Defendant, CHICAGO BLACKHAWK HOCKEY TEAM, INC., in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

/s/ SUSAN E. LOGGANS
Attorney for Plaintiff

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