

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

JOHN DOE #19,)
)
) *Plaintiff,*)
 vs.)
)
)
 UNITED CONTINENTAL HOLDINGS, INC.,)
 successor in interest to UAL CORPORATION,)
 UNITED AIRLINES, INC., successor in)
 interest to UNITED AIRLINES, INC.,)
 UNITED AIRLINES FOUNDATION,)
 I HAVE A DREAM FOUNDATION- CHICAGO)
 and I HAVE A DREAM FOUNDATION,)
)
) *Defendants.*)

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CLERK OF COURT

COMPLAINT AT LAW

COUNT I

NOW COMES the Plaintiff, JOHN DOE #19, ("*Plaintiff*"), by and through his attorneys, THE LAW OFFICE OF LYNDAY A. MARKLEY, LTD., and alleges as follows against defendants: UNITED CONTINENTAL HOLDINGS, INC., successor in interest to UAL CORPORATION; UNITED AIRLINES, INC., successor in interest to UNITED AIRLINES, INC.; and UNITED AIRLINES FOUNDATION, (collectively the "*UAL Defendants*"):

1. That prior to 2002, UAL CORPORATION and UNITED AIRLINES, INC. were corporations doing business in Illinois as commercial airline carriers.
2. That prior to 2002, UNITED AIRLINES FOUNDATION was an entity doing business in Illinois as the charitable arm of UAL CORPORATION, UNITED AIRLINES, INC. and certain other corporate affiliates.
3. That on December 9, 2002, UAL CORPORATION, INC., UNITED AIRLINES, INC. and certain other corporate affiliates, each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code.
4. That the bankruptcy cases were jointly administered as Case No. 02 B 48191 and assigned to Judge Eugene R. We doff of the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division.
5. That, in 2009, the Bankruptcy Court entered a final decree and closed the bankruptcy cases.
6. That subsequent to the closing of the aforementioned bankruptcy cases, UNITED CONTINENTAL HOLDINGS, INC. emerged as the successor in interest to UAL CORPORATION, INC. and UNITED AIRLINES, INC., emerged as the successor in interest to UNITED AIRLINES, INC.

7. That prior to the filing of this lawsuit, the Plaintiff brought a motion to reopen the bankruptcy cases before Judge Wedoff asking for leave to file a cause of action in state court against the successors at interest to the corporate entities that existed prior to the 2002 bankruptcy filing to the extent of any insurance coverage available for the acts alleged herein.
8. That on March 19, 2014, Judge Wedoff denied plaintiff's motion as unnecessary holding that the Plaintiff was permitted to file a lawsuit in state court against the reorganized UAL Defendants to the limit of any insurance coverage that was available to their predecessors in interest for the acts alleged herein; furthermore, that no automatic stay was in place as the bankruptcy cases were closed in 2009.
9. That at all times relevant to this cause of action, plaintiff was a minor and resident of the city of Chicago, County of Cook and the State of Illinois.
10. That simultaneously with the filing of the original action, Plaintiff filed a motion to proceed under a fictitious name. This Court granted Plaintiff's motion. (Order attached and incorporated as Exhibit A)
11. That, the facts alleged herein, took place in substantial part in the city of Chicago, County of Cook and the State of Illinois.
12. That at all times relevant to this cause of action, the UAL Defendants operated, managed, funded and controlled the United Airlines Believers Program at James Weldon Johnson Elementary School in the city of Chicago, County of Cook, and the State of Illinois ("*UAL Believers Program*").
13. That at all times relevant to this cause of action, the UAL Defendants contractually agreed to provide the student participants of the UAL Believers Program ("*Believers*") with college scholarships and academic mentoring and, in exchange, Believers agreed to attend after-school study sessions, overnight camping trips, field trips and publicity events.
14. That a Believer's failure to participate in these activities was cause for dismissal.
15. That on or about 1995 or 1996, the UAL Defendants selected, empowered, endorsed or approved Marvin Lovett ("*Lovett*") to act as its Project Coordinator for the UAL Believers Program ("*UAL Project Coordinator*") and he remained as such for all times relevant to this cause of action.
16. That, as the UAL Project Coordinator, Lovett oversaw, directed, controlled, and managed the Believers during their required participation in UAL Believers Program activities.
17. That as the UAL Project Coordinator, Lovett selected, or assisted in selecting, students for the UAL Believers Program and had the authority to remove students from UAL Believers Program (thereby making them ineligible for a college scholarship).
18. That, as the UAL Project Coordinator, Lovett had regular contact with the Believers.
19. That the UAL Defendants provided Lovett with discretionary monetary funds either directly or by providing the same to another corporate entity for Lovett's use in the UAL Believers Program.

20. That at all times relevant to this cause of action, the UAL Defendants supervised, managed and controlled or assisted in the supervision, management and control of Lovett in his role as UAL Project Coordinator.
21. That on or about the year 1996, at least two parents expressed concern to the UAL Defendants about Lovett's interactions with the Believers.
22. That, despite these complaints, the UAL Defendants did not investigate, monitor, limit, or control Lovett's interactions with the Believers.
23. That in April of 2000, Lovett was shot and killed.
24. That during the investigation of Lovett's death, the police found videotapes of Lovett engaged in sexual acts with minors, including Believers.
25. That after the investigation revealed that Lovett had sexually abused some of the Believers, the UAL Defendants ceased communication with the Believers, including those Believers it knew or should have known were sexually abused.
26. That beginning in approximately 1995 until approximately 1998, the Plaintiff was a participant in the UAL Believers Program as a "senior" mentor.
27. That during Plaintiff's participation in the UAL Believers Program, he was sexually abused by Lovett who used his authority as the UAL Project Coordinator and perceived control over the allocation of scholarships, to coerce, manipulate and intimidate Plaintiff to participate in, and remain silent about the sexual abuse.
28. That LOVETT used UAL Believers Program funds to purchase gifts and give cash to Plaintiff in order to compel him to participate in, and remain silent about, the sexual abuse.
29. That during the Plaintiffs participation in the UAL Believers Program, LOVETT sexually abused Plaintiff on numerous occasions on or about the years 1995 through 1998, including before, during and after required UAL Believers Program activities.
30. That, by appointing, empowering or endorsing Lovett as the UAL Project Coordinator, the UAL Defendants placed him in a position of power, control and authority over the Believers, including Plaintiff.
31. That, by allowing LOVETT authority in the selection and retention of students for the UAL Believers Program, the UAL Defendants placed Lovett in a position of power, control and authority over the Believers, including Plaintiff.
32. That, the UAL Defendants had a duty to exercise ordinary care in the operation, management and control of the UAL Believers Program, including the selection and retention of the UAL Project Coordinator.

33. That despite this duty the UAL Defendants were negligent in one or more of the following ways:

- (a) Failed to properly screen Lovett for the position of UAL Project Coordinator;
- (b) Failed to properly supervise, monitor, restrict and control Lovett's interactions with Believers during their required participation in UAL Believers Program activities;
- (c) Failed to provide Believers with a direct line of communication to other adults regarding the Believers Program;
- (d) Failed to educate, train or inform or properly educate, train or inform the Believers how to report sexual abuse or inappropriate behavior by an adult during their participation in the UAL Believers Program;
- (e) Allowed Lovett to have Believers in his home;
- (f) Failed to prevent Lovett from having the Believers in his home;
- (g) Allowed Lovett to use UAL Believers Program funds to purchase clothes, shoes and give cash to Believers;
- (h) Failed to investigate the circumstances under which Lovett was using the UAL Believers Program funds including, but not limited to, purchasing clothes, shoes and cash for Believers;
- (i) Failed to have in place policies and procedures to monitor, oversee, limit and control Lovett's interactions with the Believers;
- (j) Failed to investigate or properly investigate complaints about Lovett's interactions with the Believers;
- (k) Failed to respond or properly respond to complaints about Lovett's interactions with the Believers;
- (l) Failed to conduct or properly monitor the Believers for behavioral indicators of sexual abuse;
- (m) Failed to provide any therapeutic support to Believers it knew or should have known were victims of sexual abuse during the course of its program;
- (n) Allowed Lovett perceived unchecked authority in the allocation of scholarships;
- (o) Failed to provide the Believers with a criteria for the allocation of scholarships outside of Lovett's subjective opinion;
- (p) Failed to provide the appropriate ratio of adults to children in the course of required UAL Believer's Program activities;
- (q) Failed to provide appropriate adult supervision, in addition to Lovett, during the course of UAL Believers Program activities; and
- (r) Were otherwise careless and negligent.

34. That as a proximate result of the aforementioned conduct by the UAL Defendants, Plaintiff suffered years of sexual abuse, which caused him physically harmed and caused and continues to cause him severe emotional distress, pain and suffering and loss of a normal life.

WHEREFORE, Plaintiff, JOHN DOE #19, by and through his attorney, The Law Office of Lyndsay A. Markley, Ltd., asks for a judgment against the defendants: UNITED CONTINENTAL HOLDINGS, INC., successor in interest to UAL CORPORATION; UNITED AIRLINES, INC., successor in interest to UNITED AIRLINES, INC.; and UNITED AIRLINES FOUNDATION, in an amount in excess of \$50,000.00, plus costs, reasonable attorney's fees, interest and any and all other relief that this Court deems equitable and just.

COUNT II

NOW COMES the Plaintiff, JOHN DOE #19, by and through his attorney, THE LAW OFFICE OF LYND SAY A. MARKLEY, LTD., and alleges as follows against the defendant, I HAVE A DREAM FOUNDATION – CHICAGO (“*IHAD-Chicago*”):

1. That from 1987 until February of 1996, IHAD-Chicago was a not-for-profit corporation incorporated under the laws of the state of Illinois and doing business in Illinois.
2. That, although this Defendant allowed its corporate status to expire, from 1996 until at least 2001, IHAD-Chicago was still engaged in the same corporate activity it was involved in during its official incorporation.
3. That at all times relevant to this cause of action, the plaintiff was a minor and resident of the city of Chicago, County of Cook and the State of Illinois.
4. That simultaneously with the filing of the Original Action, Plaintiff filed a motion to proceed under a fictitious name. This Court granted Plaintiff’s motion. (Ex. A).
5. That the allegations herein took place in substantial part in the city of Chicago, County of Cook and the State of Illinois.
6. That at all time relevant to this cause of action, IHAD-Chicago assisted the United Defendants’ in the operation, management, and control of the UNITED AIRLINES BELIEVERS PROGRAM at James Weldon Johnson Elementary School in the City of Chicago, County of Cook, and the State of Illinois (“*UAL Believers Program*”) on behalf of or at the request of UNITED CONTINENTAL HOLDINGS, INC., successor in interest to UAL CORPORATION, UNITED AIRLINES, INC., successor in interest to UNITED AIRLINES, INC., UNITED AIRLINES FOUNDATION, (collectively referred to as the “*UAL Defendants*”).
7. That at all times relevant to this cause of action, the UAL Defendants contractually agreed to provide participants of the UAL Believers Program (“*Believers*”) with college scholarships and academic mentoring and, in exchange, Believers agreed to attend after-school study sessions, overnight camping trips, field trips and publicity events.
8. That, failure to participate in said activities, was cause for a Believer’s dismissal from the Program.
9. That on or about 1995 or 1996, IHAD-Chicago selected, empowered and endorsed or instructed and assisted the UAL Defendants in selecting, empowering and endorsing Marvin Lovett (“*Lovett*”) to act as the Project Coordinator for the UAL Believers Program (“*UAL Project Coordinator*”) and he remained as such for all times relevant to this cause of action.
10. That, as the UAL Project Coordinator, Lovett oversaw, directed, controlled, and managed the Believers during their required participation in UAL Believers Program activities.
11. That as the UAL Project Coordinator, Lovett selected, or assisted in selecting, students for the

UAL Believers Program and had the authority to remove students from UAL Believers Program (thereby making them ineligible for a college scholarship).

12. That, as the UAL Project Coordinator, Lovett had regular contact with Believers.

13. That, the UAL Defendants provided Lovett with discretionary monetary funds for use during the UAL Believers Program either directly or by providing the same to IHAD-Chicago.

14. That at all times relevant to this cause of action, IHAD-Chicago supervised, managed and controlled Lovett as the UAL Project Coordinator or provided assistance and instruction to the UAL Defendants in their supervision, management and control of Lovett as the UAL Project Coordinator.

15. That on or about the year 1996, at least two parents expressed concern to IHAD-Chicago and/ or the UAL Defendants about Lovett's interactions with the Believers.

16. That, despite these complaints, IHAD-Chicago took no action to investigate, monitor, limit, or control Lovett's interactions with the Believers.

17. That in April of 2000, Lovett was shot and killed.

18. That during the investigation of Lovett's death, the police found videotapes of Lovett engaged in sexual acts with minors, including Believers.

19. That, at all times relevant to this cause of action, the Plaintiff was a participant in the UAL Believers Program.

20. That, during Plaintiff's participation in the UAL Believer's Program, he was sexually abused by Lovett who used his authority as the UAL Project Coordinator and perceived control over the allocation of scholarships, to coerce, manipulate and intimidate Plaintiff to participate in, and remain silent about the sexual abuse.

21. That, LOVETT used UAL Believers Program funds to purchase shoes and give cash to Plaintiff in order to compel him to participate in, and remain silent about, the sexual abuse.

22. That during the Plaintiffs participation in the UAL Believers Program, LOVETT sexually abused Plaintiff on several occasions on or about the years 1995 through 1998, including before, during and after required UAL Believers Program activities.

23. That, by appointing, empowering or endorsing Lovett as the UAL Project Coordinator or instructing or assisting the UAL Defendants in selecting, empowering and endorsing Lovett, IHAD-Chicago placed him in a position of power, control and authority over the Believers, including Plaintiff.

24. That, by allowing LOVETT unchecked authority in the selection and retention of students for the UAL Believers Program, IHAD-Chicago placed Lovett in a position of power, control and authority over the Believers, including Plaintiff.

25. That, IHAD-Chicago had a duty to exercise ordinary care in the operation, management and

control of the UAL Believers Program, including the selection and retention of the UAL Project Coordinator or in assisting the UAL Defendants in the selection and retention of the UAL Project Coordinator.

26. That despite this duty IHAD-Chicago was negligent in one or more of the following ways:

- (a) Failed to properly screen Lovett for the position of UAL Believers Program Project Coordinator;
- (b) Failed to properly supervise, monitor, restrict and control Lovett's interactions with Believers during their required participation in UAL Believers Program activities;
- (c) Failed to provide Believers with a direct line of communication to other adults;
- (d) Failed to properly educate, train or inform the Believers how to report sexual abuse or inappropriate behavior by an adult during their participation in the UAL Believers Program;
- (e) Allowed Lovett to have the Believers in his home;
- (f) Failed to prevent Lovett from having the Believers in his home;
- (g) Allowed Lovett to use UAL Believers Program funds to purchase clothes, shoes and cash for Believers;
- (h) Failed to investigate the circumstances under which Lovett was using UAL Believers Program funds to purchase clothes, shoes and cash for Believers;
- (i) Failed to have in place policies and procedures to monitor, oversee, limit and control Lovett's interactions with the Believers;
- (j) Failed to investigate or properly investigate complaints about Lovett's interactions with the Believers;
- (k) Failed to respond or properly respond to complaints about Lovett's interactions with the Believers;
- (l) Failed to conduct or properly monitor the Believers for behavioral indicators of sexual abuse;
- (m) Failed to provide any therapeutic support to Believers it knew or should have known were victims of sexual abuse during the course of its program;
- (n) Allowed Lovett perceived unchecked authority in the allocation of scholarships;
- (o) Failed to provide the Believers with a criteria for the allocation of scholarships outside of Lovett's subjective opinion;
- (p) Failed to provide the appropriate ratio of adults to children in the course of required UAL Believer's Program activities;
- (q) Failed to provide appropriate adult supervision, in addition to Lovett, during the course of UAL Believers Program activities;
- (r) Failed to advise or properly advise the UAL Defendants in the operation, management and control of the UAL Believers Program;
- (s) Failed to implement or properly implement the IHAD framework to the UAL Believers Program, and
- (t) Was otherwise careless and negligent.

27. That as a proximate result of the aforementioned conduct by IHAD-Chicago, Plaintiff suffered years of sexual abuse, which caused him physically harmed and caused and continues to cause him severe emotional distress, pain and suffering and loss of a normal life.

WHEREFORE, Plaintiff, JOHN DOE #19, by and through his attorney, The Law Office of Lyndsay A. Markley, Ltd., asks for a judgment against the defendant, I HAVE A DREAM-CHICAGO, in an amount in excess of \$50,000.00, plus costs, reasonable attorney's fees, interest and any and all other relief that this Court deems equitable and just.

COUNT III

NOW COMES the Plaintiff, JOHN DOE #19, by and through his attorney, THE LAW OFFICE OF LYND SAY A. MARKLEY, LTD., and alleges as follows against the defendant, I HAVE A DREAM FOUNDATION ("*IHAD*"):

1. That at all times relevant to this cause of action, IHAD was a not-for-profit corporation incorporated under the laws of the state of New York and doing business in Illinois.
2. That at all times relevant to this cause of action, plaintiff was a minor and resident of the city of Chicago, County of Cook and the State of Illinois.
3. That simultaneously with the filing of his original Complaint, Plaintiff filed a motion to proceed under a fictitious name and the same was granted. (Ex. A).
4. That the facts alleged herein took place in substantial part in the city of Chicago, County of Cook and the State of Illinois.
5. That, at all times relevant to this cause of action IHAD implemented, operated, managed, and controlled or assisted the defendants UNITED CONTINENTAL HOLDINGS, INC., successor in interest to UAL CORPORATION, UNITED AIRLINES, INC., successor in interest to UNITED AIRLINES, INC., UNITED AIRLINES FOUNDATION, (collectively referred to as the "*UAL Defendants*") to implement, operate, manage and control, the UNITED AIRLINES BELIEVERS PROGRAM at James Weldon Johnson Elementary School in the city of Chicago, County of Cook, and the State of Illinois ("*UAL Believers Program*").
6. That at all times relevant to this cause of action, the UAL Defendants contractually agreed to provide participants of the UAL Believers Program ("*Believers*") with college scholarships and academic mentoring and, in exchange, Believers agreed to attend after-school study sessions, overnight camping trips, field trips and publicity events.
7. That, failure to participate in said activities, was cause for a Believer's dismissal.
8. That on or about 1995 or 1996, IHAD selected, empowered and endorsed or instructed and assisted IHAD-Chicago or the UAL Defendants to select, empower or endorse, Marvin Lovett ("*Lovett*") to act as the Project Coordinator for the UAL Believers Program ("*UAL Project Coordinator*") and he remained as such for all times relevant to this cause of action.
9. That, as the UAL Project Coordinator, Lovett oversaw, directed, controlled, and managed the Believers during their required participation in the UAL Believers Program's required activities.

10. That as the UAL Project Coordinator, Lovett selected, or assisted in selecting, students for the UAL Believers Program and had the authority to remove students from UAL Believers Program (thereby making them ineligible for a college scholarship).
11. That, as the UAL Project Coordinator, Lovett had regular contact with the Believers.
12. That the UAL Defendants provided Lovett with discretionary monetary funds either directly or by providing the same to IHAD-Chicago for Lovett's use in the UAL Believers Program.
13. That at all times relevant to this cause of action, IHAD supervised, managed and controlled Lovett in his role as the UAL Project Coordinator or supervised or instructed IHAD-Chicago and/or the UAL Defendants in their respective supervision, management and control of Lovett as the UAL Project Coordinator.
14. That on or about the year 1996, at least two parents expressed concern to IHAD, IHAD-Chicago and/or the UAL Defendants about Lovett's interactions with Believers.
15. That, despite these complaints, IHAD took no action was taken to investigate, monitor, limit, or control Lovett's interactions with the Believers.
16. That in April of 2000, Lovett was shot and killed.
17. That during the investigation of Lovett's death, the police found videotapes of Lovett engaged in sexual acts with minors, including Believers.
18. That at all times relevant to this cause of action, Plaintiff was participant in the UAL Believers Program.
19. That during Plaintiff's participation in the UAL Believer's Program, he was sexually abused by Lovett who used his authority as the UAL Project Coordinator and perceived control over the allocation of scholarships, to coerce, manipulate and intimidate Plaintiff to participate in, and remain silent about the sexual abuse.
20. That, LOVETT used UAL Believers Program funds to purchase gifts and give cash to Plaintiff in order to compel him to participate in, and remain silent about, the sexual abuse.
21. That during the Plaintiffs participation in the UAL Believers Program, LOVETT sexually abused Plaintiff on several occasions on or about the years 1995 through 1998, including before, during and after required UAL Believers Program activities.
22. That, by appointing, empowering or endorsing Lovett as the UAL Project Coordinator or instructing or assisting the UAL Defendants or IHAD-Chicago in selecting, empowering and endorsing Lovett, IHAD placed him in a position of power, control and authority over the Believers, including Plaintiff.
23. That, by allowing Lovett authority in the selection and retention of students for the UAL Believers Program, IHAD placed Lovett in a position of power, control and authority over the student participants, including Plaintiff.

24. That, IHAD had a duty to exercise ordinary care in its implementation, operation, and management, of the UAL Believers Program, including the selection and retention of the UAL Project Coordinator.

25. That, despite this duty, IHAD was negligent in one or more of the following ways:

- (a) Failed to properly screen Lovett for the position of UAL Believers Program's Project Coordinator;
- (b) Failed to properly supervise, monitor, restrict and control Lovett's interactions with Believers during their required participation in UAL Believers Program activities;
- (c) Failed to provide Believers with a direct line of communication to other adults;
- (d) Failed to properly educate, train or inform the Believers how to report sexual abuse or inappropriate behavior by an adult during their participation in the UAL Believers Program;
- (e) Allowed Lovett to have the Believers in his home;
- (f) Failed to prevent Lovett from having the Believers in his home;
- (g) Allowed Lovett to use UAL Believers Program funds to purchase clothes, shoes and cash for Believers;
- (h) Failed to investigate the circumstances under which Lovett was using the UAL Believers Program funds to purchase clothes, shoes and cash for Believers;
- (i) Failed to have in place policies and procedures to monitor, oversee, limit and control Lovett's interactions with the Believers;
- (j) Failed to investigate or properly investigate complaints about Lovett's interactions with the Believers;
- (k) Failed to respond or properly respond to complaints about Lovett's interactions with the Believers;
- (l) Failed to monitor or properly monitor the Believers for behavioral indicators of sexual abuse;
- (m) Failed to provide any therapeutic support to Believers it knew or should have known were victims of sexual abuse during the course of its program;
- (n) Allowed Lovett perceived unchecked authority in the allocation of scholarships;
- (o) Failed to create criteria for the allocation of scholarships outside of Lovett's subjective opinion and advise the Believers participants of the same;
- (p) Failed to provide the appropriate ratio of adults to children in the course of required UAL Believer's Program activities;
- (q) Failed to provide appropriate adult supervision, in addition to Lovett, during the course of UAL Believers Program activities;
- (r) Failed to advise or properly advise the UAL Defendants in the operation, management and control of the UAL Believers Program;
- (s) Failed to advise or properly advise IHAD-Chicago in the operation, management and control of the UAL Believers Program;
- (t) Failed to implement or properly implement the IHAD framework to the UAL Believers Program, and
- (u) Was otherwise careless and negligent.

26. That as a proximate result of the aforementioned conduct by IHAD, Plaintiff suffered years of sexual abuse, which caused him physically harmed and caused and continues to cause him severe emotional distress, pain and suffering and loss of a normal life.

WHEREFORE, Plaintiff, JOHN DOE #19, by and through his attorney, The Law Office of Lyndsay A. Markley, Ltd., asks for a judgment against the defendant, I HAVE A DREAM

FOUNDATION, in an amount in excess of \$50,000.00, plus costs, reasonable attorney's fees, interest and any and all other relief that this Court deems equitable and just.

COUNT IV

NOW COMES the Plaintiff, JOHN DOE #19, (*"Plaintiff"*), by and through his attorneys, THE LAW OFFICE OF LYND SAY A. MARKLEY, LTD., and alleges as follows against defendants: UNITED CONTINENTAL HOLDINGS, INC., successor in interest to UAL CORPORATION; UNITED AIRLINES, INC., successor in interest to UNITED AIRLINES, INC.; and UNITED AIRLINES FOUNDATION, (collectively the *"UAL Defendants"*):

1 – 31. That JOHN DOE #19 adopts paragraphs 1 through 31 of Count I of his Complaint as if plead herein.

32. That at all times relevant to this cause of action, the UAL Defendants had a duty to refrain from conduct that showed an utter indifference to or conscious disregard for the safety of others.

33. That despite this duty at law, the UAL Defendants, engaged in the following willful and wanton conduct:

- a. Took no action or ineffective action to ensure that Lovett was fit to work with minors before hiring him in a position that required the same;
- b. Took no action or ineffective action to implement policies and procedures to address, prevent and report allegations of abuse of minors, thereby endangering the safety of children;
- c. Took no action or ineffective action to implement *its own* policies and procedures created to address, prevent and report allegations of abuse of minors, when it knew of the risk of occurrence, thereby resulting in the sexual abuse of minors, including the plaintiff, John Doe #19;
- d. Took no action or ineffective action to investigate or properly investigate allegations made regarding misconduct by Lovett towards minors;
- e. Engaged in conduct that allowed for the systemic abuse of minors by Lovett; and
- f. Failed to educate its employees and volunteers with respect to the urgency and necessity of reporting allegations of sexual abuse of a minor to the appropriate law enforcement agencies in direct contravention of the law and the safety of minors.

34. That as a proximate result of the aforementioned conduct by the UAL Defendants, JOHN DOE #19 was sexually abused by Lovett causing him physically harmed, severe emotional distress that manifests in physical and emotional symptoms that caused and continues to cause him great pain and suffering, loss of normal life, and emotional distress.

WHEREFORE, JOHN DOE #19, by and through his attorney, THE LAW OFFICE OF LYND SAY A. MARKLEY, LTD., asks for a judgment against the UAL Defendants in an amount in excess of \$50,000.00, plus costs, reasonable attorney's fees, interest and any and all other relief that this Court deems equitable and just.

COUNT V

NOW COMES the Plaintiff, JOHN DOE #19, by and through his attorney, THE LAW OFFICE OF LYND SAY A. MARKLEY, LTD., and alleges as follows against the defendant, I HAVE A DREAM FOUNDATION – CHICAGO (“*IHAD-Chicago*”):

1 – 24. That JOHN DOE #19 adopts paragraphs 1 through 24 of Count II of his Complaint as if plead herein.

25. That at all times relevant to this cause of action, the UAL Defendants had a duty to refrain from conduct that showed an utter indifference to or conscious disregard for the safety of others.

26. Despite this duty at law, the Defendant, IHAD-CHICAGO, engaged in the following willful and wanton conduct:

- a. Took no action or ineffective action to ensure that Lovett was fit to work with minors before hiring him in a position that required the same;
- b. Took no action or ineffective action to implement policies and procedures to address, prevent and report allegations of abuse of minors, thereby endangering the safety of children;
- c. Took no action or ineffective action to implement *its own* policies and procedures created to address, prevent and report allegations of abuse of minors, when it knew of the risk of occurrence, thereby resulting in the sexual abuse of minors, including the plaintiff, John Doe #19;
- d. Took no action or ineffective action to investigate or properly investigate allegations made regarding misconduct by Lovett towards minors;
- e. Engaged in conduct that allowed for the systemic abuse of minors by Lovett; and
- f. Failed to educate its employees and volunteers with respect to the urgency and necessity of reporting allegations of sexual abuse of a minor to the appropriate law enforcement agencies in direct contravention of the law and the safety of minors.

27. That as a proximate result of the aforementioned conduct by IHAD-Chicago, Plaintiff suffered years of sexual abuse, which caused him physically harmed and caused and continues to cause him severe emotional distress, pain and suffering and loss of a normal life.

WHEREFORE, Plaintiff, JOHN DOE #19, by and through his attorney, The Law Office of Lyndsay A. Markley, Ltd., asks for a judgment against the defendant, I HAVE A DREAM FOUNDATION-CHICAGO, in an amount in excess of \$50,000.00, plus costs, reasonable attorney’s fees, interest and any and all other relief that this Court deems equitable and just.

COUNT VI

NOW COMES the Plaintiff, JOHN DOE #19, by and through his attorney, THE LAW OFFICE OF LYND SAY A. MARKLEY, LTD., and alleges as follows against the defendant, I HAVE A DREAM FOUNDATION (“*IHAD*”):

1 – 23. That JOHN DOE #19 adopts paragraphs 1 through 23 of Count III of his Complaint as if plead herein.

24. That at all times relevant to this cause of action, the UAL Defendants had a duty to refrain from conduct that showed an utter indifference to or conscious disregard for the safety of others.

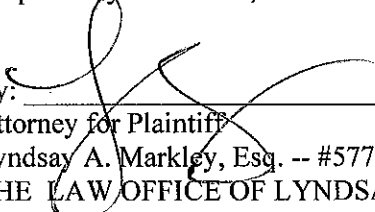
25. Despite of this duty at law, the Defendant, IHAD, engaged in the following willful and wanton conduct:

- a. Took no action or ineffective action to ensure that Lovett was fit to work with minors before hiring him in a position that required the same;
- b. Took no action or ineffective action to implement policies and procedures to address, prevent and report allegations of abuse of minors, thereby endangering the safety of children;
- c. Took no action or ineffective action to implement *its own* policies and procedures created to address, prevent and report allegations of abuse of minors, when it knew of the risk of occurrence, thereby resulting in the sexual abuse of minors, including the plaintiff, John Doe #19;
- d. Took no action or ineffective action to investigate or properly investigate allegations made regarding misconduct by Lovett towards minors;
- e. Engaged in conduct that allowed for the systemic abuse of minors by Lovett; and
- f. Failed to educate its employees and volunteers with respect to the urgency and necessity of reporting allegations of sexual abuse of a minor to the appropriate law enforcement agencies in direct contravention of the law and the safety of minors.

26. That as a proximate result of the aforementioned conduct by IHAD, Plaintiff suffered years of sexual abuse, which caused him physically harmed, and caused and continues to cause him severe emotional distress, pain and suffering and loss of a normal life.

WHEREFORE, Plaintiff, JOHN DOE #19, by and through his attorney, The Law Office of Lyndsay A. Markley, Ltd., asks for a judgment against the defendant, I HAVE A DREAM FOUNDATION, in an amount in excess of \$50,000.00, plus costs, reasonable attorney's fees, interest and any and all other relief that this Court deems equitable and just.

Respectfully Submitted,

By: 

Attorney for Plaintiff
Lyndsay A. Markley, Esq. -- #57758
THE LAW OFFICE OF LYNDsay A. MARKLEY, LTD.
161 N. Clark St. Suite 4700
Chicago, Illinois 60601
(312) 523-2158 (t.)
(312) 284-4498 (f.)
Lyndsay@lmarkleylaw.com (e.)

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

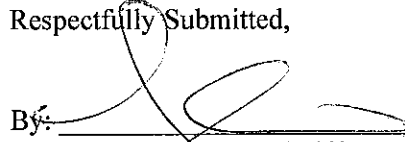
JOHN DOE #19,)	
)	
<i>Plaintiff,</i>)	
vs.)	
)	
UNITED CONTINENTAL HOLDINGS, INC.,)	
successor in interest to UAL CORPORATION,)	Case No.
UNITED AIRLINES, INC., successor in)	
interest to UNITED AIRLINES, INC.,)	
UNITED AIRLINES FOUNDATION,)	
I HAVE A DREAM FOUNDATION- CHICAGO)	
and I HAVE A DREAM FOUNDATION,)	
<i>Defendants.</i>)	

RULE 222 AFFIDAVIT

NOW COMES the affiant, Lyndsay A. Markley, an attorney, and upon oath says:

- 1) That affiant is testifying to matters on affiant's own personal knowledge and is competent to testify to the same if called upon to do so.
- 2) That she is the attorney for the Plaintiff, licensed to practice law in the State of Illinois.
- 3) That affiant is the duly authorized agent for the Plaintiff for purposes of making this affidavit.
- 4) That the damages sought herein are in excess of \$50,000.00.

Respectfully Submitted,

By: 
 An Attorney for the Plaintiff
 Lyndsay A. Markley, Esq. -- #57758
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