

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CHARLES GOLBERT, Cook County Public
Guardian, on behalf of Trinity B., Romeo S.,
Connor H., Jadiene T., Jymesha S., Tatyana H.
and Jamya B.,

Plaintiffs,

v.

AURORA CHICAGO LAKESHORE
HOSPITAL, LLC; SIGNATURE
HEALTHCARE SERVICES, LLC; BEVERLY
J. WALKER; THE ESTATE OF GEORGE
SHELDON; DAVID FLETCHER-JANZEN;
NEIL SKENE; MICHAEL C. JONES;
TIERNEY STUTZ; BEVERLY MIMS;
MARCO LEONARDO; DENISE ELLIS;
BROOKE SLOAN; NIAMA MALACHI;
TAUSHA BLUITT; ELISABETH SCHEI;
RICHARD KASYOKI; DION DILL;
NICKOLAY KATSAROV; ANDEBOLA
("DEBBIE") MAJEKODUNMI; SHANE
MICHAELS; and EVE BROWNSTONE,

Defendants.

Case No. _____

JURY TRIAL DEMANDED

COMPLAINT

PLAINTIFF CHARLES GOLBERT, Cook County Public Guardian, by and through his attorneys, LOEVY & LOEVY, and on behalf of TRINITY B., ROMEO S., CONNOR H., JADIENE T., JYMESHA S., TATYANA H. and JAMYA B., complains of Defendants AURORA CHICAGO LAKESHORE HOSPITAL, LLC; SIGNATURE HEALTHCARE SERVICES, LLC; BEVERLY J. WALKER; THE ESTATE OF GEORGE SHELDON; DAVID FLETCHER-JANZEN; NEIL SKENE; MICHAEL C. JONES; TIERNEY STUTZ; BEVERLY MIMS;

MARCO LEONARDO; DENISE ELLIS; BROOKE SLOAN; NIAMA MALACHI; TAUSHA BLUITT; ELISABETH SCHEI; RICHARD KASYOKI; DION DILL; NICKOLAY KATSAROV; ANDEBOLA (“DEBBIE”) MAJEKODUNMI; SHANE MICHAELS; and EVE BROWNSTONE and states as follows:

INTRODUCTION

1. Plaintiffs are among the most vulnerable children in Illinois. Between 2017 and 2018, among other times, not only were Plaintiffs in the custody of the Illinois Department of Children and Family Services (“DCFS”) – a beleaguered Illinois state agency infamous for its inability to protect those within its care – but they also required psychiatric hospitalization. Plaintiffs bring this lawsuit against Aurora Chicago Lakeshore Hospital, LLC and Defendants Signature Healthcare Services, LLC (collectively, the “Chicago Lakeshore Corporate Defendants”); Beverly J. Walker, the Estate of George Sheldon, Neil Skene, Michael C. Jones, Beverly Mims, Tierney Stutz, Marco Leonardo, Denise Ellis and Brook Sloan, (collectively, the “DCFS Defendants”); and Defendants David Fletcher-Janzen, Niama Malachi, Tausha Bluit, Elizabeth Schei, Richard Kasyoki, Dion Dill, Nickolay Katsarov, Andebola (“Debbie”) Majekodummi, Shane Michaels and Eve Brownstone (collectively, the “Chicago Lakeshore Individual Defendants”) (the Chicago Lakeshore Corporate and Individual Defendants, collectively, the “Chicago Lakeshore Defendants”) (the Chicago Lakeshore Individual Defendants and DCFS Defendants, collectively, the “Individual Defendants”) to seek redress for the egregious violations of their civil rights while hospitalized at Chicago Lakeshore Hospital, among other injuries.

2. Given Plaintiffs’ vulnerabilities, Defendants should have made every effort to ensure Plaintiffs received the necessary care to ensure their long-term well-being. Instead,

Defendants did the opposite. Rather than Plaintiffs being placed at a psychiatric hospital dedicated to treating vulnerable children, Plaintiffs were placed at Chicago Lakeshore Hospital in Chicago, Illinois for the sole reason that it was willing to take them. DCFS had worn out its welcome at other Chicagoland psychiatric hospitals due to the State of Illinois' failure to make timely payments to vendors, and DCFS' historic inability to place children in a less restrictive setting once they completed their psychiatric treatment.

3. DCFS' desperation to have a psychiatric hospital that would accept children in DCFS custody, combined with the Chicago Lakeshore Defendants' knowledge of this desperation, created the toxic and dangerous situation whereby the Chicago Lakeshore Defendants could operate Chicago Lakeshore Hospital with virtually no accountability. This toxic situation led to the life-changing injuries Plaintiffs sustained while at Chicago Lakeshore Hospital.

4. While at Chicago Lakeshore Hospital, Plaintiffs – as young as 7 and 8 years old – were subjected to or witnessed unspeakable acts of sexual abuse by staff and peers. Moreover, Plaintiffs were forced to live under the constant threat of involuntary sedation at the hands of vindictive, mean-spirited and improperly trained staff that, in some instances, should never have been allowed to work with or near children.

5. Defendants continued to victimize Plaintiffs after they revealed the abuse. Instead of conducting a proper investigation, Defendants sought to cover up the misconduct and discredit Plaintiffs. Defendants knew that any serious investigation into the allegations would result in Chicago Lakeshore Hospital being precluded from accepting children in DCFS custody – a result none of the Defendants wanted.

6. Defendants' misconduct continued unabated until news of it became public in the fall of 2018. Finally, in or around December 2018, due to the horrific treatment of patients at

Chicago Lakeshore Hospital, the federal government cut off the hospital's funding, and DCFS was forced by outside groups to cease using Chicago Lakeshore Hospital. By that time, the irreversible emotional and physical damage had already been inflicted upon Plaintiffs.

7. Plaintiffs now seek to recover damages from Defendants for the physical and emotional trauma inflicted upon them.

JURISDICTION AND VENUE

8. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1367, as Plaintiffs assert claims under federal law, and the state law claims arise out of the same facts as the federal claims.

9. This Court has personal jurisdiction over Defendant Aurora Chicago Lakeshore Hospital, LLC as it is an Illinois limited liability company that regularly conducts business in this District. This Court has personal jurisdiction over Defendant Signature Healthcare Services, LLC because it is authorized to do business in this District and regularly conducts business in this District, has sufficient minimum contacts with this state and/or sufficiently avails itself of the markets of this state. This Court has personal jurisdiction over the Individual Defendants as their actions giving rise to Plaintiffs' claims took place in this District and, on information and belief, they are physically situated in this District.

10. Venue is proper under 28 U.S.C. § 1391(b) as, a substantial part of the events giving rise to Plaintiffs' claims occurred in this District.

PARTIES

11. Plaintiff Charles Golbert is the Cook County Public Guardian. By orders of the Chief Judge of the Cook County Circuit Court and the Presiding Judge of the Juvenile Justice and Child Protection Division of the Circuit Court ("Juvenile Court"), Mr. Golbert is appointed

attorney and guardian *ad litem* for the children who are the subjects of abuse, neglect and dependency petitions filed in Juvenile Court. Mr. Golbert has extensive experience in child welfare and civil rights litigation. Mr. Golbert brings this suit as next friend on behalf of his child clients.

12. Plaintiff Trinity B. is a minor in the custody of DCFS. While in DCFS custody, Trinity B. was involuntarily placed at Chicago Lakeshore Hospital. At all relevant times, Trinity B. was 14 years old.

13. Plaintiff Romeo S. is a minor in the custody of DCFS. While in DCFS custody, Romeo S. was involuntarily placed at Chicago Lakeshore Hospital. At all relevant times, Romeo S. was only 7 years old.

14. Plaintiff Connor H. is a minor in the custody of DCFS. While in DCFS custody, Connor H. was involuntarily placed at Chicago Lakeshore Hospital. At all relevant times, Connor H. was 12 years old.

15. Plaintiff Jadiene T. is a minor in the custody of DCFS. While in DCFS custody, Jadiene T. was involuntarily placed at Chicago Lakeshore Hospital. At all relevant times, Jadiene T. was 16 years old.

16. Plaintiff Jymesha S. is a minor in the custody of DCFS. While in DCFS custody, Jymesha S. was involuntarily placed at Chicago Lakeshore Hospital. At all relevant times, Jymesha S. was 12 years old.

17. Plaintiff Tatyana H. is a minor in the custody of DCFS. While in DCFS custody, Tatyana H. was involuntarily placed at Chicago Lakeshore Hospital. At all relevant times, Tatyana H. was 8 years old.

18. Plaintiff Jamya B. is a minor in the custody of DCFS. While in DCFS custody, Jamya B. was involuntarily placed at Chicago Lakeshore Hospital. At all relevant times, Jamya B. was 11 years old.

19. Defendant Aurora Chicago Lakeshore Hospital, LLC is an Illinois limited liability company with a principal place of business located at 4840 N. Marine Drive, Chicago, Illinois and a “Children’s Pavilion” located at 4720 N. Clarendon, Chicago, Illinois. At all relevant times, Aurora Chicago Lakeshore Hospital was an agent of DCFS that was supposed to provide behavioral healthcare services to children in DCFS custody. Defendant Signature Healthcare Services, LLC is the sole owner of Aurora Chicago Lakeshore Hospital, LLC.

20. Defendant Signature Healthcare Services, LLC is a Michigan limited liability company and parent of Defendant Aurora Chicago Lakeshore Hospital, LLC. At all relevant times, Signature Healthcare Services, LLC had a 100% ownership interest in Aurora Chicago Lakeshore Hospital, LLC and was an agent of DCFS that was supposed to provide behavioral healthcare services to children in DCFS custody through Aurora Chicago Lakeshore Hospital, LLC.

21. Defendant Beverly J. Walker was the Acting Director of DCFS between approximately June 26, 2017 and February 15, 2019. As DCFS Acting Director, Defendant Walker was responsible for ensuring that: (a) all programs complied with state and federal law and the United States Constitution; and (b) all children in DCFS custody or under its guardianship were safe, appropriately placed and received appropriate and timely care and treatment. At all relevant times, Defendant Walker was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Walker in her individual capacity.

22. Defendant George Sheldon (for whose actions Estate of George Sheldon is liable) was the Director of DCFS between approximately February 2015 and June 25, 2017. As DCFS

Director, Defendant Sheldon was responsible for ensuring that: (a) all programs complied with state and federal law and the United States Constitution; and (b) all children in DCFS custody or under its guardianship were safe, appropriately placed and received appropriate and timely care and treatment. At all relevant times, Defendant Sheldon was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Sheldon in his individual capacity.

23. At all relevant times, Defendant David Fletcher-Janzen was the Chief Executive Officer of Defendants Signature Healthcare Services, LLC and Aurora Chicago Healthcare Hospital, LLC with overall responsibility for the operation of Chicago Lakeshore Hospital, among other things. At all relevant times, Defendant Fletcher-Janzen was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Fletcher-Janzen in his individual capacity.

24. At all relevant times, Defendant Neil Skene was the special assistant to Defendant Walker. In that role, he was to help ensure that children in DCFS custody who were placed at Chicago Lakeshore Hospital were safe and received appropriate and timely care and treatment. At all relevant times, Defendant Skene was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Skene in his individual capacity.

25. At all relevant times, Defendant Michael C. Jones was the Senior Deputy Director for Clinical and Child Services at DCFS. In that role, he was to help ensure that children in DCFS custody who were placed at Chicago Lakeshore Hospital were safe and received appropriate and timely care and treatment. At all relevant times, Defendant Jones was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Jones in his individual capacity.

26. At all relevant times, Defendant Tierney Stutz was a DCFS Area Administrator with responsibility for reviewing investigations and conclusions made by DCFS child protection investigators and their supervisors. At all relevant times, Defendant Stutz was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Stutz in her individual capacity.

27. At all relevant times, Defendant Beverly Mims was a DCFS supervisor of child protection investigators and was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Mims in her individual capacity.

28. At all relevant times, Defendant Marco Leonardo was a DCFS supervisor of child protection investigators and was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Leonardo in his individual capacity.

29. At all relevant times, Defendant Denise Ellis was a DCFS supervisor of child protection investigators and was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Ellis in her individual capacity.

30. At all relevant times, Defendant Brooke Sloan was a DCFS child protection investigator and was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Sloan in her individual capacity.

31. At all relevant times, Defendant Niama Malachi was the risk manager and patient advocate at Chicago Lakeshore Hospital and was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Malachi in her individual capacity.

32. At all relevant times, Defendant Tausha Bluit was a patient advocate at Chicago Lakeshore Hospital and was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Bluit in her individual capacity.

33. At all relevant times, Defendant Elisabeth Schei was a nurse at Chicago Lakeshore Hospital and was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Schei in her individual capacity.

34. At all relevant times, Defendant Richard Kasyoki was an employee at Chicago Lakeshore Hospital who assisted with overseeing patients. At all relevant times, Defendant Kasyoki was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Kasyoki in his individual capacity.

35. At all relevant times, Defendant Dion Dill was an employee at Chicago Lakeshore Hospital who assisted with overseeing patients. At all relevant times, Defendant Dill was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Dill in his individual capacity.

36. At all relevant times, Defendant Nikolay Katsarov was a nurse at Chicago Lakeshore Hospital and was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Katsarov in his individual capacity.

37. At all relevant times, Defendant Andebola (“Debbie”) Majekodunmi was an employee at Chicago Lakeshore Hospital who assisted with overseeing patients. At all relevant times, Defendant Majekodunmi was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Majekodunmi in her individual capacity.

38. At all relevant times, Defendant Shane Michaels was an employee at Chicago Lakeshore Hospital who assisted with overseeing patients. At all relevant times, defendant Michaels was acting under color of law and within the scope of his employment. Plaintiffs bring suit against Defendant Michaels in his individual capacity.

39. At all relevant times, Defendant Eve Brownstone was a nurse at Chicago Lakeshore Hospital who was acting under color of law and within the scope of her employment. Plaintiffs bring suit against Defendant Brownstone in her individual capacity.

FACTUAL ALLEGATIONS

I. Background on DCFS

40. Illinois' Department of Children and Family Services is the state agency designed to administer and supervise the administration of child welfare services. Approximately one-third of its annual budget is obtained from federal funds, primarily through Title IV-E of the Social Security Act, which matches money for state spending on foster care.

41. DCFS assumes responsibility for the placement and care of a child after a court has determined there is sufficient evidence that the child is abused, neglected or otherwise dependent on the State for care. Based on Illinois law, DCFS then has the responsibility to house each child in the least restrictive (most family-like) setting that is in the child's best interest.

42. On occasion, some of the children in DCFS' care manifest acute psychiatric symptoms that require inpatient care at a psychiatric hospital.

43. When necessary, a child in the care of DCFS may be admitted to a psychiatric hospital.

44. Children requiring admission to a psychiatric hospital are among the most vulnerable in DCFS' care as they likely present a danger to themselves or others and likely have experienced significant trauma in the past.

45. Children who are psychiatrically hospitalized are only meant to stay in the hospital for the short amount of time it takes them to be stabilized.

46. At all relevant times, DCFS routinely kept children at psychiatric hospitals long after they should have been discharged.

47. At all relevant times, Chicagoland psychiatric hospitals did not like to keep patients beyond the time that such a stay was medically necessary because the practice: (a) prevented a bed from being used for a patient who needed psychiatric care; and (b) had negative consequences on the patients who were required to stay at the hospital after they completed treatment.

48. At all relevant times, Chicagoland psychiatric hospitals also knew that due to budgetary constraints within the State of Illinois they likely would not receive payment for services in a timely manner.

49. Due to the above-described issues, at all relevant times, Chicagoland psychiatric hospitals were generally reluctant to admit children in DCFS care.

II. Chicago Lakeshore Hospital

50. At all relevant times, Defendant Aurora Chicago Lakeshore Hospital, LLC, was wholly-owned and operated by its parent Defendant Signature Healthcare Services, LLC and, according to paperwork filed with the State of Illinois, shared a common chief executive officer – Defendant David Fletcher-Janzen, demonstrating a unity of interest and ownership that the separate personalities of the two defendants do not exist.

51. At all relevant times, Defendant Aurora Chicago Lakeshore Hospital, LLC was an agent of the State of Illinois that provided psychiatric services to children in the custody of DCFS pursuant to a written contract.

52. At all relevant times, Defendants Aurora Chicago Lakeshore Hospital, LLC and Signature Healthcare Services, LLC failed to conduct proper background checks on staff hired to

work at Chicago Lakeshore Hospital, resulting in unqualified and dangerous individuals being placed in positions of authority over vulnerable children, including Plaintiffs.

53. Unlike most Chicagoland psychiatric hospitals, the Chicago Lakeshore Corporate Defendants and Defendant Fletcher-Janzen embraced the opportunity to: (a) fill beds with children in DCFS custody; and (b) fill its coffers with money from the State of Illinois.

54. In 2017, 41% of the children treated by Chicago Lakeshore Hospital were in DCFS custody.

55. Well aware of the Chicago Lakeshore Corporate Defendants' willingness to accept children in DCFS custody, Defendants Walker, Sheldon, Skene and Jones relied on Chicago Lakeshore Hospital remaining open for business, regardless of whether children received appropriate care.

III. Plaintiffs' Abuse While at Chicago Lakeshore Hospital

56. Between early 2017 and late 2018, each Plaintiff was involuntarily admitted to Chicago Lakeshore Hospital.

57. Instead of being placed in a safe environment where they could focus on their treatment, each Plaintiff found himself or herself in a hospital of horrors where they were subjected to sexual, physical and emotional abuse and otherwise not properly supervised or monitored.

58. For instance, Plaintiff Trinity B., among other minor girls, was repeatedly sexually assaulted by Defendant Schei, after Defendant Schei first showed Plaintiff Trinity B. pornographic videos of women engaging in sexual activity with each other. To earn the trust of Plaintiff Trinity B. and the other girls she assaulted, Defendant Schei had allowed Trinity B. and the other girls to: (a) fill out their own medical paperwork, as well as the confidential and highly-sensitive paperwork of other patients; and (b) use Defendant Schei's vaping device.

59. Defendant Schei was not fit to be a nurse at Chicago Lakeshore Hospital or any other psychiatric hospital. On information and belief, based on a review of Defendant Schei's lengthy criminal history, the Chicago Lakeshore Defendants did not conduct a proper background check – if they conducted any background check at all – on Defendant Schei before hiring her. In early 2019, Defendant Schei was charged with attempted murder and aggravated battery. According to a police report, Defendant Schei stabbed a housemate in the face with a dental tool. In April 2019, the Illinois Department of Professional and Financial Regulation revoked Defendant Schei's nursing license.

60. In addition to Plaintiff Trinity B.'s sexual abuse, as a result of the Chicago Lakeshore Defendants' failure to properly supervise and monitor patients, Plaintiff Trinity B. and others were able to escape from Chicago Lakeshore Hospital. Because the Chicago Lakeshore Defendants did not have proper or adequate systems in place to alert them to the escape, and because of their failure to properly monitor and supervise the children in their care, Plaintiff Trinity B. and others were missing for several months.

61. Rather than report Plaintiff Trinity B.'s escape, the Chicago Lakeshore Defendants sought to cover it up and otherwise conceal it.

62. Plaintiff Trinity B. was not the only child sexually assaulted by hospital staff. Plaintiff Jymesha S. was sexually assaulted by Defendant Kasyoki, who entered her room and forced her hand on his genitals and grabbed her breasts. Prior to this incident, Defendant Kasyoki had made sexually inappropriate comments to Plaintiffs Jymesha S. and Jadiene T. After Plaintiff Jadiene T. reported Defendant Kasyoki's conduct, hospital staff retaliated against her by treating her unfavorably.

63. Tragically, Plaintiff Romeo S., who was just 7 years old, was forced to perform oral sex on his older roommate. The roommate also rubbed his genitals on Romeo S.'s buttocks. Prior to the sexual assault, the roommate physically abused Romeo S., resulting in Romeo S. receiving facial lacerations. Only after Romeo S. became upset, began to cry and refused to go back to his room did the Chicago Lakeshore Individual Defendants allow him to sleep in a different room. The Chicago Lakeshore Individual Defendants failed to have Romeo S. medically examined for sexual assault and did not timely notify his foster parents of the assault.

64. Like Romeo S., Plaintiff Tatyana H. – who was just 8 years old – was also assaulted by another patient – notably, a patient who the Chicago Lakeshore Defendants knew had previously sexually assaulted his roommate. Notwithstanding the patient's prior sexual assault, the Chicago Lakeshore Defendants failed to put proper precautions in place to prevent him from sexually assaulting Tatyana H.

65. After Plaintiff Tatyana H. reported the sexual assault, the Chicago Lakeshore Individual Defendants waited days before bringing her to a hospital for a sexual assault examination.

66. Without justification, Plaintiff Connor H., who was just 12 years old, was improperly assigned to a unit with boys much older than him. While in that improper placement, Plaintiff Connor H. was sexually assaulted by an older patient with a criminal background.

67. The above-described assaults did not only impact the direct victims. Other vulnerable hospital patients, including Plaintiff Jamya B., were emotionally scarred by being forced to live in a violent environment at such a young age.

68. The harm Plaintiff Jamya B. suffered while at Chicago Lakeshore Hospital was not relegated to what she witnessed. Staff also physically assaulted her by injecting her with a

powerful sedative both when she had done nothing wrong and after staff had taunted her in an effort to get her to misbehave so they could inject her with the sedative.

69. The abuse and harm suffered by Plaintiffs resulted from the policies and practices of the Chicago Lakeshore Corporate Defendants, including policies and practices that did not require strict monitoring of patients, allowed for fabricated reports and paperwork to be placed in the file, allowed for the suppression of evidence and allowed staff and peers to assault patients with impunity. Moreover, the abuse and harm resulted from the Chicago Lakeshore Corporate Defendants' failure to train, supervise, monitor and discipline staff.

IV. Defendants' Efforts to Cover Up the Abuse

70. At all relevant times, the DCFS and Chicago Lakeshore Defendants knew of: (a) the abuse to which Plaintiffs were subjected; and (b) the fact that the Chicago Lakeshore Defendants actively engaged in the abuse, as well as conduct that they knew allowed the abuse to take place.

71. At all relevant times, neither the DCFS Defendants nor the Chicago Lakeshore Defendants properly investigated allegations of abuse or other misconduct at Chicago Lakeshore Hospital.

72. Rather than attempting to protect Plaintiffs and prevent future abuse, both the DCFS Defendants and Chicago Lakeshore Defendants engaged in concerted efforts to cover-up or discredit the allegations of abuse.

73. Moreover, in a proactive effort to avoid the existence of evidence that could corroborate abuse allegations, the Chicago Lakeshore Defendants failed to fix malfunctioning or non-operational video cameras within Chicago Lakeshore Hospital and, on information and belief, destroyed video that did exist.

74. Additional improper conduct engaged in by the Chicago Lakeshore and DCFS Defendants included failing to: (a) preserve video footage that could have corroborated Plaintiffs' allegations; (b) allow post-sexual assault medical examinations to take place in a timely manner, if at all; (c) follow DCFS' rules and regulations for conducting investigations; (d) discipline staff who worked Chicago Lakeshore Hospital; and (e) place appropriate restrictions on patients who exhibited sexually aggressive behavior.

75. For instance, on repeated occasions, Defendant Malachi and other Chicago Lakeshore Individual Defendants refused or otherwise failed to provide DCFS investigators with video footage that could have corroborated a Plaintiff's allegation. Rather than holding this fact against the Chicago Lakeshore Corporate Defendants, the DCFS Defendants treated the missing videos as evidence that the complained of incident did not happen because there was no corroborating evidence.

76. Similarly, the DCFS Defendants placed improper weight on the denials of any misconduct by Chicago Lakeshore Hospital staff – including denials by the Chicago Lakeshore Corporate Defendants – while largely ignoring Plaintiffs' statements, even if they were consistent over time.

77. Additionally, Defendants prepared fabricated reports and paperwork, or no paperwork at all, in an effort to obstruct a proper investigation into the allegations and deprive patients, including Plaintiffs, of their right of access to courts. For example, in connection with Defendant Kaysoki's assault of Plaintiff Jymesha S., paperwork does not accurately show Defendant Kaysoki working in Jymesha S.'s unit, even though Defendant Kaysoki was specifically assigned to oversee Jymesha S. that day.

78. Beginning in or about October 2018, news of the violence taking place inside Chicago Lakeshore Hospital became public. Instead of seeking to rectify the problems, Defendants continued their efforts to conceal the conduct. For instance, shortly after the news broke, Defendant Leonardo and other DCFS Defendants reassigned pending investigations into the violent acts to a new investigator who subsequently determined that the allegations were “unfounded.” Prior to reassignment, the child protection investigators working on the investigations planned to “indicate” them in several instances.

V. The Chicago Lakeshore Corporate Defendants’ Pattern and Practice of Abusing Patients

79. The constitutional violations that resulted in Plaintiffs’ injuries were not isolated events. To the contrary, the constitutional violations resulted from the Chicago Lakeshore Corporate Defendants’ policies and practices of abusing patients.

80. In 2011, the Mental Health Policy Program within the Department of Psychiatry at the University of Illinois at Chicago published a Review of Chicago Lakeshore Hospital that detailed its investigation of DCFS wards admitted to the hospital between January 2008 and June 2010. The report found that the same type of sexual abuse that is alleged in this Complaint existed at that time. The report further found that the abuse was able to occur due to improperly trained and supervised staff. Moreover, the report found that the conduct was not isolated to Chicago Lakeshore Hospital but to other hospitals owned and operated by Defendant Signature Healthcare Services, LLC.

81. Instead of viewing the University of Illinois at Chicago report as a helpful roadmap to improve their policies and practices, the Chicago Lakeshore Corporate Defendants attacked the report and remained steadfast in maintaining the status quo – a status quo that continued at least through the time of Plaintiffs’ stays at Chicago Lakeshore Hospital.

82. More recently, but prior to the alleged abuse inflicted upon Plaintiffs, a Chicago Lakeshore Hospital employee repeatedly punched a patient and, in another instance the Chicago Lakeshore Corporate Defendants failed to ensure a safe setting for a 15-year-old patient who was able to cut herself to the point of needing 18 stitches. Further, in April 2018, a 17-year-old boy diagnosed with bipolar disorder ended up with a bloody mouth and bruising after two male Chicago Lakeshore Hospital employees dragged the boy to his room and pinned him down over a bedrail.

83. In September 2018, DCFS' Inspector General wrote to Defendant Walker to urge that actions be taken to protect children in DCFS custody who were placed at Chicago Lakeshore Hospital due to the fact that the children's health and safety were in immediate jeopardy.

84. Despite these recent allegations of abuse and improper monitoring, the Chicago Lakeshore Corporate Defendants did not adjust their ways or implement new policies and practices.

85. The policies and practices implemented by the Chicago Lakeshore Corporate Defendants were so egregious that in December of 2018, the federal government cut off federal funding to the hospital, finding that the hospital was unable to keep its patients safe. At or near that same time, DCFS pulled all of the children in its custody out of Chicago Lakeshore Hospital and ceased using the hospital's services.

86. Significantly, Defendant Signature Healthcare Services, LLC enforced the above-described policies and practices at other hospitals it owned and operated. In 2019, a jury awarded \$13.25 million to three patients who were raped by an employee at a California psychiatric hospital owned and operated by Signature Healthcare Services, LLC.

VII. The Harm to Plaintiffs

87. Each Plaintiff was admitted to Chicago Lakeshore Hospital in order to receive acute care in a protected and safe environment.

88. Instead of receiving the necessary treatment, Plaintiffs were subjected to egregious physical and emotional trauma that should not happen in any setting, let alone at psychiatric hospital.

89. Compounding the harm inflicted on Plaintiffs is the fact that after they reported the misconduct, Defendants worked to discredit Plaintiffs, further victimizing them and forcing them to internalize the shame and emotions they felt as a result of the assaults.

90. Defendants' misconduct continues to cause Plaintiffs physical and emotional pain and suffering, humiliation, fear, anxiety, deep depression, despair and other physical and psychological effects.

CLAIMS FOR RELIEF

**COUNT ONE – 42 U.S.C. § 1983
Violations of the Fourteenth Amendment**

91. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

92. At all relevant times, Plaintiffs had a right to, and historic liberty interest in, reasonably safe conditions of confinement and to be free from unreasonable and unnecessary intrusions on their physical and emotional well-being.

93. The Individual Defendants, cloaked under color of law, had a duty to protect Plaintiffs from sexual assaults, physical attacks and emotional harm but, instead, engaged in arbitrary government action that deprived Plaintiffs of their liberty and violated their right to bodily integrity and safe conditions of confinement.

94. Specifically, as described above, Defendants: (a) subjected Plaintiffs to physical and emotional abuse and other unsafe conditions; (b) failed to provide Plaintiffs reasonable care and safe conditions of confinement; and (c) failed to provide Plaintiffs protection from harm.

95. The Individual Defendants knew that the conditions that existed at Chicago Lakeshore Hospital to which Plaintiffs were subjected created a risk that Plaintiffs would suffer physical and severe emotional harm and would preclude them from enjoying their right to reasonably safe conditions of confinement.

96. As trained professionals, the Individual Defendants were required to exercise professional judgment in safeguarding Plaintiffs' right to reasonable safety and to be free from intrusions on their physical and emotional well-being, whereas in fact, the decisions the Individual Defendants made constituted such a substantial departure from accepted professional judgment, practice and standards as to demonstrate that they did not actually base their decisions on such a judgment.

97. In the alternative, to the extent any of the Individual Defendants was not a trained professional, he or she was deliberately indifferent to the risks posed to Plaintiffs by their confinement at Chicago Lakeshore Hospital, in that such Individual Defendants were subjectively aware of the conditions and dangers complained of herein, but consciously disregarded them. Moreover, at all relevant times, the Individual Defendants possessed actual knowledge of the impending harm to Plaintiffs, easily preventable, so that a conscious, culpable refusal to prevent the harm can be inferred from their failure to prevent it.

98. The Individual Defendants' misconduct described in this Count was undertaken intentionally, with malice and with deliberate and reckless indifference to Plaintiffs' clearly established constitutional rights.

99. As a consequence of the Individual Defendants' failure to exercise professional judgment or, alternatively, deliberate indifference, Plaintiffs suffered physical and emotional harm, including but not limited to severe emotional distress, great mental anguish, humiliation, physical pain and suffering and other grievous and continuing injuries and damages.

100. The conduct of the Chicago Lakeshore Individual Defendants was undertaken pursuant to the policy and practice of the Chicago Lakeshore Corporate Defendants, in the manner more fully described in Counts Five and Six, below.

COUNT TWO – 42 U.S.C. § 1983
First and Fourteenth Amendment Right of Access to the Courts

101. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

102. In the manner more fully described above, the Individual Defendants – acting under color of law – individually, jointly and in conspiracy with one another, engaged in conduct designed to cover up the misconduct that resulted in the physical and emotional harm suffered by Plaintiffs and their inability to enjoy their right to reasonably safe conditions of confinement.

103. By covering up their wrongful conduct, the Individual Defendants, individually, jointly and in conspiracy with one another, frustrated Plaintiffs' efforts to pursue non-frivolous claims against the Individual Defendants.

104. At all relevant times, Plaintiffs were vulnerable minors whose claims arose contemporaneously with the severe trauma imposed on them by the alleged assaults and other events alleged herein. Without the video footage and other corroborating evidence Defendants' failed to preserve, or otherwise destroyed or altered, Plaintiffs' ability to pursue legal action for the harms suffered has been frustrated. This important evidence was denied to Plaintiffs due to the Individual Defendants' conduct.

105. Plaintiffs have been injured by the Individual Defendants' conduct because their right of access to the courts has been abridged by Defendants' efforts to conceal and obscure important facts.

106. The Individual Defendants' misconduct described in this Count was undertaken pursuant to the policy and practice of the Chicago Lakeshore Defendants, in the manner more fully described in Counts Five and Six, below.

COUNT THREE – 42 U.S.C. § 1983
Failure to Intervene

107. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

108. In the manner described more fully above, by their conduct and under color of law, during the constitutional violations described herein, one or more of the Individual Defendants stood by without intervening to prevent the violation of Plaintiffs' constitutional rights, even though they had the opportunity and duty to do so.

109. The misconduct described in this paragraph was objectively unreasonable and undertaken intentionally and with malice and reckless indifference to Plaintiffs' constitutional rights.

110. The Individual Defendants' actions and omissions in the face of a constitutional duty to intervene were the direct and proximate cause of Plaintiffs' constitutional violations and injuries, including but not limited to, physical harm and emotional distress.

111. The Individual Defendants' misconduct described in this Count was undertaken pursuant to the policy and practice of the Chicago Lakeshore Defendants, in the manner more fully described in Counts Five and Six, below.

COUNT FOUR – 42 U.S.C. § 1983
Conspiracy to Deprive Constitutional Rights

112. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

113. Prior to Plaintiffs being harmed, the Individual Defendants agreed among themselves and with other individuals to deprive Plaintiffs of their constitutional rights, guaranteed by the First and Fourteenth Amendments, as described in the various paragraphs of this Complaint. The Individual Defendants conspired to deprive Plaintiffs of their right to safe confinement, their right to be protected from physical and emotional harm and their right of access to the courts.

114. In furtherance of the conspiracy, each of the coconspirators engaged in and facilitated numerous overt acts, including but not limited to those set forth above – such as not properly supervising Plaintiffs and others with whom Plaintiffs interacted, not preserving evidence, and creating false evidence – and was an otherwise willful participant in joint activity.

115. Each of the Individual Defendants was a voluntary participant in the common venture to deprive Plaintiffs of their First and Fourteenth Amendment rights. Each of the Individual Defendants personally participated in the unconstitutional conduct or acted jointly with other Defendants who participated or acquiesced in the unconstitutional conduct, or was at least aware of the conduct or plan, and failed to take action to prevent such conduct from occurring.

116. As a direct and proximate result of the illicit prior agreement and actions in furtherance of the conspiracy referenced above, Plaintiffs' rights were violated, and they suffered injuries, including but not limited to physical harm and emotional distress.

117. The Individual Defendants' misconduct described in this Count was undertaken pursuant to the policy and practice of the Chicago Lakeshore Defendants, in the manner more fully described in Counts Five and Six, below.

COUNT FIVE – 42 U.S.C. § 1983
Policy and Practice Claim Against Aurora Chicago Lakeshore Hospital, LLC

118. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

119. As described more fully herein, Defendant Aurora Chicago Lakeshore Hospital, LLC is liable for the violation of Plaintiffs' constitutional rights by virtue of its policies, which included policies to: (a) not properly supervise or monitor patients at Chicago Lakeshore Hospital; (b) not preserve evidence; (c) fabricate evidence; (d) not obtain in a timely manner medical examinations for patients who have been assaulted; (e) not conduct proper investigations of patient allegations of assault; (f) not conduct proper background checks on staff; and (g) not properly train, supervise, monitor and discipline staff.

120. The actions of the Individual Defendants were undertaken pursuant to policies, practices and customs of Defendant Aurora Chicago Lakeshore Hospital, LLC which were approved, encouraged and/or ratified by policymakers for Defendant Aurora Chicago Lakeshore Hospital, LLC with final policymaking authority.

121. One or more of the policies, practices and customs described in this Count was maintained and implemented by Defendant Aurora Chicago Lakeshore Hospital, LLC with deliberate indifference to Plaintiffs' constitutional rights and was a moving force behind the violations of those rights.

122. As a direct and proximate result of Defendant Aurora Chicago Lakeshore Hospital, LLC's actions and inactions, Plaintiffs' constitutional rights were violated, and they suffered injuries and damages, as set forth in this Complaint.

COUNT SIX – 42 U.S.C. § 1983
Policy and Practice Claim Against Signature Healthcare Services, LLC

123. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

124. As described more fully herein, Defendant Signature Healthcare Services, LLC is liable for the violation of Plaintiffs' constitutional rights by virtue of its policies, which included policies to: (a) not properly supervise or monitor patients at Chicago Lakeshore Hospital; (b) not preserve evidence; (c) fabricate evidence; (d) not obtain in a timely manner medical examinations for patients who have been assaulted; (e) to not conduct proper investigations of patient allegations of assault; (f) not conduct proper background checks on staff; and (g) not properly train, supervise, monitor and discipline staff.

125. The actions of the Individual Defendants were undertaken pursuant to policies, practices and customs of Defendant Signature Healthcare Services, LLC which were approved, encouraged and/or ratified by policymakers for Defendant Signature Healthcare Services, LLC with final policymaking authority.

126. One or more of the policies, practices and customs described in this Count was maintained and implemented by Defendant Signature Healthcare Services, LLC with deliberate indifference to Plaintiffs' constitutional rights and was a moving force behind the violations of those rights.

127. As a direct and proximate result of Defendant Signature Healthcare Services, LLC's actions and inactions, Plaintiffs' constitutional rights were violated, and they suffered injuries and damages, as set forth in this Complaint.

COUNT SEVEN – State Law Claim
Negligence: Unsafe Environment and Failure to Report Against
Aurora Chicago Lakeshore Hospital, LLC

128. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

129. At all relevant times, Plaintiffs were lawfully confined patients at Chicago Lakeshore Hospital.

130. At all relevant times, each Plaintiff was in the care of Defendant Aurora Chicago Lakeshore Hospital, LLC as a patient until each Plaintiff's respective discharge from Chicago Lakeshore Hospital.

131. It was the duty of Defendant Aurora Chicago Lakeshore Hospital, LLC, by and through its duly authorized agents and/or employees, to exercise reasonable care to make certain that the premises were safe for Plaintiffs.

132. While confined at Chicago Lakeshore Hospital, and while in the care of Defendant Aurora Chicago Lakeshore Hospital, LLC and its employees and agents, Plaintiffs suffered the physical and emotional harm described herein.

133. In breach of its duty, Defendant Aurora Chicago Lakeshore Hospital, LLC, acting by and through its agents and employees, was negligent in committing one or more of the following acts and/or omissions:

- a. Failing to monitor and supervise Plaintiffs to ensure they were safe and not being physically abused and/or neglected;
- b. Failing to use proper skill and knowledge in the examination, monitoring and treatment of Plaintiffs;

- c. Failing to promptly and properly follow all applicable hospital policies, procedures, rules and regulations in the care and treatment of Plaintiffs;
- d. Failing to monitor and supervise Plaintiffs to ensure that they were safe and not being physically abused and/or neglected;
- e. Failing to protect Plaintiffs from physical abuse and neglect;
- f. Failing to exercise the requisite degree of care and supervision to ensure the safety and well-being of Plaintiffs;
- g. Failing to investigate Plaintiffs' complaints of sexual, physical and/or emotional abuse by Defendant Kasyoki and/or Defendant Schei, both of whom were employees and/or agents of Defendant Aurora Chicago Lakeshore Hospital, LLC;
- h. Failing to properly investigate Plaintiffs' complaints of sexual, physical and/or emotional abuse by other patients confined at Chicago Lakeshore Hospital;
- i. Failing to timely report Plaintiffs' complaints of abuse;
- j. Failing to properly investigate known sexual assaults;
- k. Failing to take proper action in response to known sexual assaults;
- l. Failing to protect Plaintiffs' right to be free from all forms of abuse or harassment, in violation of 42 CFR § 482.13(c)(3);
- m. Failing to remove the employee-assailants from the facility pending requisite investigation of the reported sexual assault and harassment in violation of 405 ILCS § 5/3-210;

- n. Failing to protect Plaintiffs' right to freedom from abuse and neglect in violation of 405 ILCS § 5/2-112;
- o. Failing to provide trained, experienced, and educated staff to patients, including Plaintiffs;
- p. Failing to institute and/or follow a proper protocol to ensure that patient sexual and physical abuse was immediately reported to both the facility and to the appropriate authorities; and
- q. Was otherwise careless and/or negligent.

134. As a direct and proximate result of the above-described negligent and careless acts and omissions of Defendant Aurora Chicago Lakeshore Hospital, LLC, by and through its agents and/or employees, Plaintiffs suffered severe injuries of an emotional and permanent nature, including but not limited to physical abuse, emotional distress, conscious pain and suffering, lifelong emotional and psychological injuries and other extensive damages.

COUNT EIGHT – State Law Claim
Negligence: Unsafe Environment and Failure to Report Against
Signature Healthcare Services, LLC

135. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

136. At all relevant times, Plaintiffs were lawfully confined patients at Chicago Lakeshore Hospital.

137. At all relevant times, each Plaintiff was in the care of Signature Healthcare Services, LLC as a patient until each Plaintiff's respective discharge from the hospital.

138. It was the duty of Defendant Signature Healthcare Services, LLC, by and through its duly authorized agents and/or employees, to exercise reasonable care to make certain that the premises were safe for Plaintiffs.

139. While confined at Chicago Lakeshore Hospital, and while in the care of Defendant Signature Healthcare Services, LLC and its employees and agents, Plaintiffs suffered the physical and emotional harm described herein.

140. In breach of its duty, Defendant Signature Healthcare Services, LLC, acting by and through its agents and employees, was negligent in committing one or more of the following acts and/or omissions:

- a. Failing to monitor and supervise Plaintiffs to ensure they were safe and not being physically abused and/or neglected;
- b. Failing to use proper skill and knowledge in the examination, monitoring and treatment of Plaintiffs;
- c. Failing to promptly and properly follow all applicable hospital policies, procedures, rules and regulations in the care and treatment of Plaintiffs;
- d. Failing to monitor and supervise Plaintiffs to ensure that they were safe and not being physically abused and/or neglected;
- e. Failing to protect Plaintiffs from physical abuse and neglect;
- f. Failing to exercise the requisite degree of care and supervision to ensure the safety and well-being of Plaintiffs;
- g. Failing to investigate Plaintiffs' complaints of sexual, physical and/or emotional abuse by Defendant Kasyoki and/or Defendant Schei, both of

whom were employees and/or agents of Defendant Signature Healthcare Services, LLC;

- h. Failing to properly investigate Plaintiffs' complaints of sexual, physical and/or emotional abuse by other patients confined at Chicago Lakeshore Hospital;
- i. Failing to timely report Plaintiffs' complaints of abuse;
- j. Failing to properly investigate known sexual assaults;
- k. Failing to take proper action in response to known sexual assaults;
- l. Failing to protect Plaintiffs' right to be free from all forms of abuse or harassment, in violation of 42 CFR § 482.13(c)(3);
- m. Failing to remove the employee-assailants from the facility pending requisite investigation of the reported sexual assault and harassment in violation of 405 ILCS § 5/3-210;
- n. Failing to protect Plaintiffs' right to freedom from abuse and neglect in violation of 405 ILCS § 5/2-112;
- o. Failing to provide trained, experienced, and educated staff to patients, including Plaintiffs;
- p. Failing to institute and/or follow a proper protocol to ensure that patient sexual and physical abuse was immediately reported to both the facility and to the appropriate authorities; and
- q. Was otherwise careless and/or negligent.

141. As a direct and proximate result of the above-described negligent and careless acts and omissions of Defendant Signature Healthcare Services, LLC, by and through its agents and/or

employees, Plaintiffs suffered severe injuries of an emotional and permanent nature, including but not limited to physical abuse, emotional distress, conscious pain and suffering, lifelong emotional and psychological injuries and other extensive damages.

COUNT NINE – State Law Claim
Negligence: Negligent Hiring, Training and Retention Against
Aurora Chicago Lakeshore Hospital, LLC

142. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

143. Defendant Aurora Chicago Lakeshore Hospital, LLC had a duty to hire qualified and sufficient staff for the tasks said employees would perform.

144. Notwithstanding the foregoing duty, Defendant Aurora Chicago Lakeshore Hospital, LLC did not hire qualified and sufficient staff to perform tasks required so as to not expose patients to an increased risk of harm and not commit any such harm against patients.

145. Defendant Aurora Chicago Lakeshore Hospital, LLC had a duty to properly train staff, including the Chicago Lakeshore Individual Defendants, for the individual monitoring of patients' safety.

146. Notwithstanding its duty to properly train staff for the individual monitoring of patients' safety, Defendant Aurora Chicago Lakeshore Hospital, LLC failed to do so.

147. Defendant Aurora Chicago Lakeshore Hospital, LLC had a duty to retain sufficient staff so as not to expose patients, including Plaintiffs, to an increased risk of harm and to ensure that patients, including Plaintiffs, were properly monitored.

148. Notwithstanding the foregoing duty, Defendant Aurora Chicago Lakeshore Hospital, LLC did not retain sufficient staff so as to not expose patients, including Plaintiffs, to an increased risk of harm and to ensure that patients, including Plaintiffs, were properly monitored.

149. As a direct and proximate result of the above-described negligent and careless acts and omissions, Plaintiffs suffered injuries of an emotional and permanent nature, including but not limited to physical abuse, emotional distress, conscious pain and suffering, lifelong emotional and psychological injuries and other extensive damages.

COUNT TEN – State Law Claim
Negligence: Negligent Hiring, Training and Retention Against
Signature Healthcare Services, LLC

150. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

151. Defendant Signature Healthcare Services, LLC had a duty to hire qualified and sufficient staff for the tasks said employees would perform.

152. Notwithstanding the foregoing duty, Defendant Signature Healthcare Services, LLC did not hire qualified and sufficient staff to perform tasks required so as to not expose patients to an increased risk of harm and not commit any such harm against patients.

153. Defendant Signature Healthcare Services, LLC had a duty to properly train staff, including the Chicago Lakeshore Individual Defendants, for the individual monitoring of patients' safety.

154. Notwithstanding its duty to properly train staff for the individual monitoring of patients' safety, Defendant Signature Healthcare Services, LLC failed to do so.

155. Defendant Signature Healthcare Services, LLC had a duty to retain sufficient staff so as not to expose patients, including Plaintiffs, to an increased risk of harm and to ensure that patients, including Plaintiffs, were properly monitored.

156. Notwithstanding the foregoing duty, Defendant Signature Healthcare Services, LLC did not retain sufficient staff so as to not expose patients, including Plaintiffs, to an increased risk of harm and to ensure that patients, including Plaintiffs, were properly monitored.

157. As a direct and proximate result of the above-described negligent and careless acts and omissions, Plaintiffs suffered injuries of an emotional and permanent nature, including but not limited to physical abuse, emotional distress, conscious pain and suffering, lifelong emotional and psychological injuries and other extensive damages.

**COUNT ELEVEN – State Law Claim
Intentional Infliction of Emotional Distress**

158. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

159. The acts and conduct of the Individual Defendants were extreme and outrageous. The Individual Defendants' actions were rooted in an abuse of power and authority, and they were undertaken with an intent to cause, or were in reckless disregard of the probability that their conduct would cause, severe emotional distress to Plaintiffs, as alleged more fully above. The Individual Defendants' actions were also willful and wanton.

160. As a direct and proximate result of the actions of the Individual Defendants, Plaintiffs suffered injuries of an emotional and permanent nature, including but not limited to severe emotional distress, conscious pain and suffering, lifelong emotional and psychological injuries and other extensive damages.

**COUNT TWELVE – State Law Claim
Institutional Negligence Against
Aurora Chicago Lakeshore Hospital, LLC**

161. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

162. Hospitals have a duty, independent of the duties owed by physicians and nurses to assume responsibility for the care of their patients. This duty involves the hospital's managerial and administrative roles, along with the enforcement of its rules and regulations.

163. A hospital must act as a reasonably careful hospital to satisfy this duty.

164. Notwithstanding the foregoing duty, at relevant times, Defendant Aurora Chicago Lakeshore Hospital, LLC did not act as a reasonably careful hospital in the following ways:

- a. It negligently failed to adequately supervise the medical providers at the facility.
- b. It negligently failed to adequately supervise the nurses at the facility.
- c. It negligently failed to adequately supervise the staff at the facility.
- d. It negligently failed to adequately implement and enforce policies, procedures, bylaws or guidelines to adequately protect patients from sexual or physical assault.
- e. It negligently failed to implement and enforce adequate customs of patient supervision.
- f. It wrongfully permitted male staff members to staff female patients one-on-one.
- g. It negligently failed to implement adequate standards of care for the supervision of patients, including but not limited to Plaintiffs.

- h. It negligently failed to implement adequate staffing standards to ensure patient safety and proper supervision.
- i. It negligently failed to implement and enforce policy and procedure changes that were considered necessary in response to similar prior patient safety issues.
- j. It negligently failed to educate nurses, supervisors and staff about the strategies for adequately and properly monitoring patients, including Plaintiffs.
- k. It negligently failed to protect and ensure the safety of patients, including Plaintiffs.
- l. It negligently allowed breakdowns of hospital procedures to occur, thereby placing the safety of patients, including Plaintiffs' safety, in jeopardy.
- m. It was otherwise careless and negligent.

165. As a direct and proximate result of the above-described negligent acts and omissions of Defendant Aurora Chicago Lakeshore Hospital, LLC, Plaintiffs were caused to and did become victims of physical and sexual assault, among other things, by patients, as well as staff who were acting in the scope and course of their employment at Defendant Aurora Chicago Lakeshore Hospital, LLC.

166. As a direct and proximate result of the above-described negligent and careless acts and omissions, Plaintiffs suffered injuries of an emotional and permanent nature, including but not limited to physical abuse, emotional distress, conscious pain and suffering, lifelong emotional and psychological injuries and other extensive damages.

COUNT THIRTEEN – State Law Claim
Institutional Negligence Against Signature Healthcare Services, LLC

167. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

168. Hospitals have a duty, independent of the duties owed by physicians and nurses to assume responsibility for the care of their patients. This duty involves the hospital's managerial and administrative roles, along with the enforcement of its rules and regulations.

169. A hospital must act as a reasonably careful hospital to satisfy this duty.

170. Notwithstanding the foregoing duty, at relevant times, Defendant Signature Healthcare Services, LLC did not act as a reasonably careful hospital in the following ways:

- a. It negligently failed to adequately supervise the medical providers at the facility.
- b. It negligently failed to adequately supervise the nurses at the facility.
- c. It negligently failed to adequately supervise the staff at the facility.
- d. It negligently failed to adequately implement and enforce policies, procedures, bylaws or guidelines to adequately protect patients from sexual or physical assault.
- e. It negligently failed to implement and enforce adequate customs of patient supervision.
- f. It wrongfully permitted male staff members to staff female patients one-on-one.
- g. It negligently failed to implement adequate standards of care for the supervision of patients, including but not limited to Plaintiffs.

- h. It negligently failed to implement adequate staffing standards to ensure patient safety and proper supervision.
- i. It negligently failed to implement and enforce policy and procedure changes that were considered necessary in response to similar prior patient safety issues.
- j. It negligently failed to educate nurses, supervisors and staff about the strategies for adequately and properly monitoring patients, including Plaintiffs.
- k. It negligently failed to protect and ensure the safety of patients, including Plaintiffs.
- l. It negligently allowed breakdowns of hospital procedures to occur, thereby placing the safety of patients, including Plaintiffs' safety, in jeopardy.
- m. It was otherwise careless and negligent.

171. As a direct and proximate result of the above-described negligent acts and omissions of Defendant Signature Healthcare Services, LLC, Plaintiffs were caused to and did become victims of physical and sexual assault, among other things, by patients, as well as staff who were acting in the scope and course of their employment at Defendant Signature Healthcare Services, LLC.

172. As a direct and proximate result of the above-described negligent and careless acts and omissions, Plaintiffs suffered injuries of an emotional and permanent nature, including but not limited to physical abuse, emotional distress, conscious pain and suffering, lifelong emotional and psychological injuries and other extensive damages.

**COUNT FOURTEEN – State Law Claim
Civil Conspiracy**

173. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

174. As more fully described in the preceding paragraphs, the Individual Defendants, acting in concert with other known and unknown conspirators, conspired by concerted action to intentionally inflict severe emotional distress on Plaintiffs.

175. In furtherance of the conspiracy, the Individual Defendants committed the overt acts set forth above.

176. The misconduct described in this Count was undertaken intentionally, with malice, willfulness and reckless indifference to the rights of others. The Individual Defendants' actions were also willful and wanton.

177. As a direct and proximate result of the above-described conduct of the Individual Defendants, Plaintiffs suffered injuries of an emotional and permanent nature, including but not limited to severe emotional distress, conscious pain and suffering, lifelong emotional and psychological injuries and other extensive damages.

**COUNT FIFTEEN – State Law Claim
*Respondeat Superior as to Aurora Chicago Lakeshore Hospital, LLC***

178. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

179. In committing the acts alleged in the preceding paragraphs, each of the Chicago Lakeshore Individual Defendants was a member of, and agent of, Defendant Aurora Chicago Lakeshore Hospital, LLC, acting at all relevant times within the scope of his or her employment.

180. Defendant Aurora Chicago Lakeshore Hospital, LLC is liable as principal for all torts committed by its agents.

COUNT SIXTEEN – State Law Claim
Respondent Superior as to Signature Healthcare Services, LLC

181. Plaintiffs restate and reallege paragraphs 1 through 90, above, as though fully set forth herein.

182. In committing the acts alleged in the preceding paragraphs, each of the Chicago Lakeshore Individual Defendants was a member of, and agent of, Defendant Signature Healthcare Services, LLC, acting at all relevant times within the scope of his or her employment.

183. Defendant Signature Healthcare Services, LLC is liable as principal for all torts committed by its agents.

REQUESTS FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court:

- (a) Enter judgment in Plaintiffs' favor and against all Defendants; awarding compensatory damages, costs and attorneys' fees against all Defendants; and awarding punitive damages against all Individual Defendants; and
- (b) Grant any other relief that this Court considers just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all claims so triable.

Dated: December 18, 2019

Respectfully submitted,

/s/ Scott R. Drury
SCOTT R. DRURY

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