

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT
KENDALL COUNTY, ILLINOIS

JAMES DOE,

Plaintiff,

v.

JOHN DENNIS HASTERT,

Defendant.

Case No. 2016 L 35

Honorable Judge Robert Pilmer

Electronically Filed

Transaction Id : 190256387

FILEDATE : 01/18/2017

Circuit Clerk Kendall Co.

Ray Ingerson

ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFF'S COMPLAINT AND COUNTERCLAIM

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DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

Defendant, John Dennis Hastert ("Defendant"), by and through his attorney, and for his Answer to Plaintiff's Complaint, states as follows:

1. Plaintiff James Doe is an individual residing in Illinois.

ANSWER: Defendant has insufficient information with which to admit or deny the allegations of paragraph 1.

2. Defendant John Dennis Hastert is an individual residing in the city of Plano located in Kendall County, Illinois.

ANSWER; Defendant admits that he is a resident of Kendall County, Illinois.

3. From approximately 1965 to 1981, Hastert was a high school teacher and wrestling coach at Yorkville High School.

ANSWER: Defendant admits the allegations of paragraph 3.

4. Hastert was famous in Yorkville as the beloved coach of the state champion wrestling team and the leader of a local boys' club.

ANSWER: Defendant admits to coaching the state champion Yorkville wrestling team but has insufficient information with which to admit or deny the remaining allegations of paragraph 4 of Plaintiff's Complaint.

5. As a teacher and coach, Hastert attended a wrestling camp offered during the summer.

ANSWER: Defendant admits attending various wrestling camps during the time he was employed as a wrestling coach.

6. Hastert was a trusted friend of Doe's family.

ANSWER: Defendant has insufficient information with which to admit or deny the allegations of paragraph 6.

7. When Doe was 14, Hastert offered to take him to the wrestling camp, even though the camp was designed for High School students, and Doe was not yet in high school.

ANSWER: Defendant has insufficient information with which to admit or deny the allegations of paragraph 7.

8. Then fourteen, Doe agreed to go to the camp with Hastert and other students. While at the camp, Defendant violated the special trust Plaintiff placed in Defendant by sexually molesting and abusing Plaintiff in a motel room occupied by Plaintiff and Defendant alone.

ANSWER: Defendant has insufficient information with which to admit or deny the allegations of paragraph 8.

9. For many years to follow, Plaintiff suffered severe panic attacks which lead to periods of unemployment, career changes, bouts of depression, hospitalization, and long-term psychiatric treatment. Because of the special trust he placed in Hastert, Hastert's special position as a trusted adult and family friend, and because of Doe's youth when the abuse occurred and its nature, Plaintiff did not blame or attribute these problems to Hastert's abuse during this time.

ANSWER: Defendant has insufficient information with which to admit or deny the allegations of paragraph 9.

10. In 2008, however, Plaintiff was made aware for the first time that Hastert had abused someone else, too. Doe met with Hastert to confront him about what he had done.

ANSWER: Defendant admits meeting with Plaintiff but has insufficient information with which to admit or deny the remaining allegations of paragraph 10.

11. During their discussions, Hastert acknowledged the life-long pain and suffering he caused Plaintiff.

ANSWER: Defendant admits discussing Plaintiff's allegations of misconduct, but denies the remaining allegations of paragraph 11.

12. Plaintiff asked Hastert to compensate him for the pain, suffering, and harm caused by Hastert. Hastert agreed to compensate Doe for the trauma he suffered as a result of the admitted sexual molestation and abuse.

ANSWER: Defendant denies the existence of a valid and enforceable contract with Plaintiff. Answering further, Defendant admits discussing Plaintiff's allegations of misconduct and admits advising Plaintiff that he would make certain payments to Plaintiff. Defendant denies the remaining allegations of paragraph 12.

13. When asked by Hastert for the amount he thought would compensate him for this harm, Doe suggested \$3.5 million. Hastert agreed to pay him this sum.

ANSWER: Defendant denies the existence of a valid and enforceable contract with Plaintiff. Answering further, Defendant admits discussing Plaintiff's allegations of misconduct, admits advising Plaintiff that he would make certain payments to Plaintiff. Defendant denies the remaining allegations of paragraph 13.

14. Hastert asked Doe to keep the agreement confidential. Doe agreed.

ANSWER: Defendant denies the existence of a valid and enforceable contract with Plaintiff. Defendant admits that Plaintiff promised to keep their discussion and the subject matter of the discussion confidential.

15. By the end of their conversations, Plaintiff and Hastert entered into an oral contract [hereinafter the "Settlement Agreement"] whereby Hastert agreed to pay Plaintiff \$3.5

million to compensate Plaintiff for harm caused by Hastert's sexual abuse of Plaintiff and Plaintiff gave up any right to sue for personal injuries or seek any public acknowledgment of the misconduct.

ANSWER: Paragraph 15 of Plaintiff's Complaint states legal conclusions to which no answer is required. Defendant denies the existence of a valid and enforceable contract with Plaintiff.

Answering further, Defendant denies that Plaintiff "gave up any right to sue for personal injuries." Any such right had long expired. Defendant further denies Plaintiff's characterization of any "Settlement Agreement." Defendant admits that Plaintiff promised to keep his allegations of misconduct confidential. Defendant denies the remaining allegations of paragraph 15.

16. While negotiating the Settlement Agreement, Plaintiff suggested that Hastert include two close confidantes of Hastert's and attorneys to help them reach a "legal" agreement, but Hastert preferred to keep the negotiations strictly confidential promising to "pay every last dollar" of their agreed monetary settlement.

ANSWER: Defendant denies the existence of a valid and enforceable contract with Plaintiff. Answering further, Defendant admits that Plaintiff promised to keep his allegations of misconduct confidential. Defendant denies the characterization of any "Settlement Agreement" and denies the remaining allegations of paragraph 16.

17. From approximately June 2010 to December 2014, Defendant paid Plaintiff \$1.7 million of the agreed compensation.

ANSWER: Defendant admits paying Plaintiff approximately \$1.7 million from approximately June 2010 to December 2014.

18. According to a government investigation, to pay the monetary settlement, Hastert withdrew cash from multiple bank accounts in amounts intended to keep the settlement secret.

ANSWER: Defendant admits, on information and belief, that a government investigation took place regarding bank withdrawals but denies any characterization of a “settlement.”

19. When Hastert’s numerous cash withdrawals became known to Federal law enforcement, Hastert falsely claimed that he was being extorted by a former Yorkville High School student and wrestler who threatened to go public with a false allegation that Hastert had inappropriately touched him during a wrestling trip decades ago.

ANSWER: Defendant admits making certain statements to law enforcement but denies that paragraph 19 completely and accurately describes his statements.

20. To the contrary, as determined during a lengthy secret investigation of both Defendant’s and Plaintiff’s activity, law enforcement determined that the money was used to pay part of an agreed-upon total of \$3.5 million to compensate Plaintiff for sexual abuse committed by Defendant when Plaintiff was 14 years old.

ANSWER: While Defendant admits that the government conducted an investigation, Defendant is without sufficient knowledge to admit or deny what “law enforcement determined” with full accuracy and completeness and therefore denies the allegations of paragraph 20.

21. In December, 2014, after Hastert’s numerous cash withdrawals became the subject of Federal criminal charges against Hastert, Hastert breached the Settlement Agreement by failing to pay the remaining amount owed.

ANSWER: Defendant denies the allegations of paragraph 21.

22. Pursuant to the terms of the Settlement Agreement, Plaintiff never filed a personal injury action for the injuries caused by Hastert’s illegal conduct, never took any other action to seek redress for those injuries, and did not disclose his claims or the facts underlying his claims

to anyone until he was required to truthfully answer questions from law enforcement personnel pursuant to the federal criminal investigation.

ANSWER: Defendant denies the allegations of paragraph 22.

23. Plaintiff performed all of his duties, responsibilities, and conditions precedent to Hastert's performance under the Settlement Agreement.

ANSWER: Defendant denies the allegations of paragraph 23.

24. Hastert breached the Settlement Agreement when he failed to make the agreed payments due and owing on the Settlement Agreement.

ANSWER: Defendant denies that allegations of paragraph 24.

25. As a result of Hastert's breach of their agreement, Plaintiff was damaged in the amount of \$1.8M.

ANSWER: Defendant denies the allegations of paragraph 25.

AFFIRMATIVE DEFENSES

Defendant sets forth his further and separate defenses to the allegations in Plaintiff's Complaint as follows below. Defendant fully incorporates the arguments previously made in his motion to dismiss along with the bases set forth therein and further reserves the right to assert any and all other defenses pending the outcome of further investigation and discovery in this action.

First Affirmative Defense (Statute of Frauds)

1. Plaintiff's Complaint alleges the existence of an oral contract between Plaintiff and Defendant.
2. The obligations of both Plaintiff and Defendant under the alleged oral contract would have taken more than one year.

3. Since neither party could have performed their obligations under the alleged oral contract within one year, the alleged contract is unenforceable pursuant to the Statute of Frauds. 740 ILCS 80/1.

**Second Affirmative Defense
(Plaintiff's Breach)**

1. Under the terms of the oral contract alleged by Plaintiff in his Complaint, Plaintiff was required to keep the agreement and its subject matter confidential for the remainder of his life.

2. Plaintiff breached that obligation.

3. ~~Since Plaintiff breached his obligations under the alleged oral contract, any~~
nonperformance on the part of Defendant is excused.

**Third Affirmative Defense
(Duress)**

1. The alleged contract is unenforceable because, to the extent any agreement was formed, it was formed under duress.

**Fourth Affirmative Defense
(Unconscionability)**

1. The alleged contract is unenforceable under the doctrines of procedural and substantive unconscionability.

**Fifth Affirmative Defense
(Public Policy)**

1. The alleged contract is void and unenforceable as against public policy.

**Sixth Affirmative Defense
(Failure of Consideration)**

1. The alleged contract cannot be enforced as a result of failure of consideration.

**Seventh Affirmative Defense
(Want of Consideration)**

1. The alleged contract fails for want of consideration.

**Eighth Affirmative Defense
(Frustration of Purpose)**

1. The alleged contract is unenforceable under the doctrines of commercial frustration and frustration of purpose.

**Ninth Affirmative Defense
(Illegality of Contract)**

1. The alleged contract was illegal and therefore unenforceable.

**Tenth Affirmative Defense
(Unclean Hands)**

1. The alleged contract is not enforceable pursuant to the doctrine of unclean hands.

PRAYER FOR RELIEF

WHEREFORE, Defendant requests relief as follows:

1. That Plaintiff take nothing by the Complaint;
2. That the Court enter judgment in favor of Defendant;
3. That the Court award Defendant his reasonable expenses, attorneys' fees, and costs of suit; and
4. For such other and further relief as the Court deems just and proper.

COUNTERCLAIM

In support of his counterclaim against Plaintiff, Defendant states as follows:

**COUNT I
Breach of Contract**

1. Pleading in the alternative to his answer and affirmative defenses wherein he denies the existence of a valid and enforceable contract between he and Plaintiff, Defendant

brings this counterclaim count for breach of contract alleging that, to the extent an enforceable contract between he and Plaintiff is found to exist, Plaintiff breached that contract. In support of his counterclaim for breach of contract brought in the alternative to his answer and affirmative defenses, Defendant states as follows:

2. On information and belief, Plaintiff is an individual residing in Illinois.

3. Defendant is a resident of Kendall County, Illinois.

4. Plaintiff has alleged the existence of a valid and enforceable contract between Plaintiff and Defendant and that, pursuant to that contract, Defendant paid Plaintiff \$1.7 million.

5. Plaintiff was obligated to keep the existence of the alleged agreement, along with its subject matter, confidential.

6. Contrary to his obligations, Plaintiff disclosed both the existence and subject matter of the alleged agreement.

7. To the extent any contract existed between Plaintiff and Defendant, Plaintiff breached that contract.

8. Plaintiff's breach of contract resulted in damages to Defendant and Plaintiff is accordingly required to return \$1.7 million to Defendant.

COUNT II Unjust Enrichment

In the alternative to Count I of this Counterclaim, Defendant pleads as follows:

1. On information and belief, Plaintiff is an individual residing in Illinois.

2. Defendant is a resident of Kendall County, Illinois.

3. Between June 2010 and December 2014, Plaintiff received a benefit of \$1.7 million from Defendant.

4. Prior to receiving the benefit of \$1.7 million, Plaintiff promised that he would keep his allegations of Defendant's misconduct confidential.

5. Despite having disclosed his allegations of misconduct, Plaintiff has wrongly retained the benefit of the \$1.7 million that he received from Defendant to Defendant's detriment.

6. Plaintiff's retention of the \$1.7 million is unjust.

PRAYER FOR RELIEF

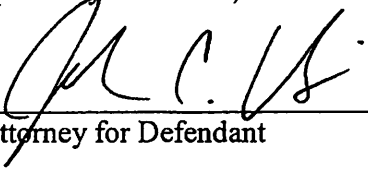
WHEREFORE, Defendant requests relief as follows:

1. That the Court enter judgment in favor of Defendant;

2. That the Court order Plaintiff to pay \$1.7 million to Defendant;
3. That the Court award Defendant his reasonable expenses, attorneys' fees, and costs of suit; and
4. For such other and further relief as the Court deems just and proper.

Dated: January 18, 2017

Respectfully submitted,

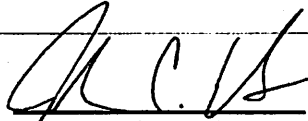
By: 
Attorney for Defendant

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on January 18, 2017, a true and correct copy of the foregoing document were served via email and U.S. Mail, postage pre-paid, upon the following:

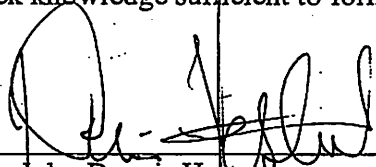
Thomas E. Patterson
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Attorneys for Plaintiff



Attorney for Defendant

CERTIFICATION

Under the penalties provided by law, pursuant to Section 1-109 of the Illinois Code of Civil Procedure, I certify that the statements set forth herein that I lack knowledge sufficient to form a belief are true.



John Dennis Hastert