

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

JOHN DOE,
Plaintiff,

Vs.

HONONEGAH COMMUNITY HIGH
SCHOOL DISTRICT #207,
a body politic, CHAD DOUGHERTY,
in his official and individual capacity,
BRIAN ZIMMERMAN, in his official and
individual capacity, JEREMY WARREN,
in his official and individual capacity,
ANDREW WALTERS, in his official and
individual capacity, and KENDRA
ASBURY, in her official and individual
capacity,
Defendants.

Case No. 24-cv-50423

JURY TRIAL DEMANDED

COMPLAINT

NOW COMES the Plaintiff, JOHN DOE, by and through his attorneys, VECCHIO LAW OFFICES, and brings the following Complaint at Law against the Defendants named herein, and in support thereof asserts as follows, that:

STATEMENT OF THE NATURE OF THE CASE

1. Plaintiff, JOHN DOE, is a Hononegah Community High School ("HCHS") student and former football player for the 2024-2025 school year. Since his Freshman year, JOHN DOE has been a member of this successful football team and a model HCHS student, until his parent reported recruitment, residence, and eligibility issues involving another member of the team ("the team member"). In doing so, the wrath of the coaches and fellow teammates was placed upon

JOHN DOE, who the other teammates believed jeopardized the entire team and season after the IHSA required the school to forfeit a game, disqualified the team member from a game, and placed the school on probation. This reaction revealed the lack of protections that exist in HCHS. JOHN DOE faced extreme and severe harassment, threats, intimidation, and repeated bullying and retaliation. He went from being placed in a prominent position on the team to being shunned and demoted on the team. All of the aforementioned claims were reported to HCHS who – in an effort to protect the popularity and ability of the team to continue – did nothing to investigate JOHN DOE's claims or to protect JOHN DOE, and ratified the methodical and vindictive plan of retaliation known and endorsed by HCHS. The failure by the administrators and coaches of HCHS to support JOHN DOE and protect his identity after his parent's report of residence and eligibility issues of the team member led JOHN DOE to experiencing significant harassment and isolation from his former teammates on the football team. He also lost significant exposure to opportunities to play football at the collegiate level, due to HCHS coaches isolating, belittling, demoting, and benching him, and not advocating to colleges for him. JOHN DOE was effectively forced off the team by the coaches and teammates and did not finish the season due to the severity of bullying and retaliation. JOHN DOE lost many friends on the team during his worst time. This case is now brought to seek redress for retaliation and other violations of Federal and State law against JOHN DOE for his parent's report of violations of the Illinois High School Association's ("IHSA) by-laws by Defendants.

JURISDICTION AND VENUE

2. Jurisdiction is proper under 29 U.S.C. § 1331, which provides federal courts with jurisdiction over all claims arising out of the Constitution, treaties, and laws of the United States.
3. Jurisdiction over the JOHN DOE's state law claims is proper under 28 U.S.C. § 1367 as they arise out of the same set of facts and circumstances as JOHN DOE's federal law claims.
4. Venue is proper under 28 U.S.C. § 1391(b)(1) as all events giving rise to the JOHN DOE's claim occurred in this judicial district.

PARTIES

5. Plaintiff, JOHN DOE, is a student of HCHS and a former football player for the HCHS Boys' Varsity Football Team. JOHN DOE turned eighteen (18) years old on September 26, 2024; however, during many of the events giving rise to his claims, he was a minor.
6. JOHN DOE is an Illinois citizen attending school at HCHS and resides with his parents in Illinois.
7. Defendant School, HCHS, is an Illinois public high school located at 307 Salem Street, Rockton, IL 61072, which is the employer of multiple administrators and coaches involved in this matter.
8. Defendant Chad Dougherty ("Dougherty") is being sued in his individual and official capacity for his actions as principal of HCHS, for intentional infliction of emotional distress, for willful and wanton misconduct relating to his deliberate and intentional indifference to the harassment and bullying of, and retaliation

against JOHN DOE, for concealment of information and failure to report eligibility and residence issues to IHSA, for breach of contract, for failure to supervise and/or discipline school staff, the football coaches, and certain members of the football team, and for failure to protect JOHN DOE. Dougherty is a resident of Rockford, Illinois.

9. Defendant Brian Zimmerman ("Zimmerman") is the head football coach of the HCHS Boys' Varsity Football Team, and is being sued in his individual and official capacity for intentional infliction of emotional distress, for willful and wanton misconduct related to his deliberate and intentional indifference to the harassment and bullying of JOHN DOE, for facilitating and encouraging harassment and retaliation against JOHN DOE, for release of JOHN DOE's private information in violation of the Federal Educational Rights and Privacy Act ("FERPA"), for breach of contract, for the concealment of information and failure to report residence and eligibility issues, for failure to supervise and discipline certain members of the football team, and for failure to protect JOHN DOE. Zimmerman is a resident of Rockford, Illinois.

10. Defendant Jeremy Warren ("Warren") is an assistant quarterback coach of the HCHS Boys' Varsity Football Team, and is being sued in his individual and official capacity for intentional infliction of emotional distress, for willful and wanton misconduct related to his deliberate and intentional indifference to the harassment and bullying of JOHN DOE, for facilitating and encouraging harassment and retaliation against JOHN DOE, for breach of contract, for the concealment of information and failure to report residence and eligibility issues,

for failure to supervise and discipline certain members of the football team, and for failure to protect JOHN DOE. Warren is a resident of Roscoe, Illinois.

11. Defendant Andrew Walters (“Walters”) is the athletic director for HCHS, and is being sued in his individual and official capacity for intentional infliction of emotional distress, for willful and wanton misconduct related to his deliberate and intentional indifference to the harassment and bullying and JOHN DOE, for facilitating and encouraging harassment and retaliation against JOHN DOE, for breach of contract, for release of JOHN DOE’s private information in violation of FERPA, for the concealment of information and failure to report residence and eligibility issues to the IHSA, for failure to protect JOHN DOE, and for failure to supervise and discipline the football coaches and certain members of the football team. Walters is a resident of Illinois.

12. Defendant Kendra Asbury (“Asbury”) is being sued in her individual and official capacity for her actions as the Chief Title IX Officer for HCHS for intentional infliction of emotional distress, for willful and wanton misconduct, for failure to properly carry out and/or supervise the investigations of harassment, bullying, intimidations, threats, and retaliation against JOHN DOE, and for failure to protect JOHN DOE. Asbury is a resident of Illinois.

FACTS

13. For the 2024-2025 school year, the HCHS Boys’ Varsity Football team (“the football team”) is considered an elite team within the NIC-10 Conference, ranked within the top three (3) high schools in the conference for their winning record. JOHN DOE held an important position on the team.

Residence and Eligibility issues

14. The team member for HCHS for the 2024-2025 football season is a transfer student from out of state, having transferred to HCHS following the 2023-2024 football season.
15. The team member's parents are employed in and maintain their permanent residence out of state. His parents do not own any real estate property within the State of Illinois, do not pay real estate taxes in Illinois, and upon information and belief, do not pay tuition to HCHS for his attendance. The team member's vehicle displays out of state license plates.

Illegal Recruitment and Residence Issues

16. On or about November of 2023, Zimmerman, Warren, and/or other assistant coaches under Zimmerman, illegally recruited the team member to play for the HCHS Boys' Varsity Football team for the 2024-2025 season. As a result, on or about November of 2023, the team member's father rented or otherwise secured temporary housing within the HCHS school district where he and the team member have periodically stayed during weekdays for the sole purpose of the team member playing sports at HCHS.
17. Upon information and belief, the team member's mother continued (or continues) to reside at the family's primary residence out of state, following the team member's transfer to HCHS.
18. During the 2024 HCHS summer football scrimmage at Beloit College, JOHN DOE's parents were seated near the team member's father and overheard him discussing his reasons for the transfer of schools for his son, which included

discussions he had with a HCHS football coach(es) who was looking for a team member for a starting position in the 2024-2025 football season, and the coach's desire to have the team member transfer to HCHS for that purpose.

19. On June 23, 2024, the team member sent a message via Snapchat to JOHN DOE in which he congratulated JOHN DOE for obtaining the starting position on the team. The team member stated that he may have cancer in his knee, which was his alleged reason for his inability to play in the starting position.
20. Shortly thereafter, JOHN DOE received information that the team member attended an underage party where alcohol was present, and that pictures of the team member and other HCHS football team members were circulated to HCHS football coaches and/or teammates by a rival high school. Upon information and belief, the team member sent the foregoing Snapchat message (paragraph 19 herein) to JOHN DOE after being caught at the party.
21. On June 27, 2024, Zimmerman had a discussion with the football team after practice regarding pictures and/or information he had received about certain members of the football team at a party which involved alcohol. The named Defendants in this action did not investigate the matter, internally concealed the information, and no disciplinary measures or suspensions were issued against any HCHS football team members.
22. Near the conclusion of the 2024 HCHS summer football camp, the team member invited certain members of the football team, including JOHN DOE, to his home out of state for a post-practice cookout.
23. Shortly before the start of the 2024-2025 football season, the team member was,

in fact, chosen by the HCHS football coaches as for a starting position on the team for the football season, with no prior experience in that position.

Report of the Residence and Eligibility issues and IHSA Sanctions

24. On September 18, 2024, JOHN DOE's parent sent a letter to Walters, with a copy to Zimmerman, regarding the residence issues pertaining to the team member's attendance at HCHS and his eligibility and participation on the school football team. A copy of the letter is attached hereto and labeled **Exhibit 1**.
25. Within 15 minutes of the email and letter being sent, Zimmerman responded to JOHN DOE's parent to state that he was "saddened" and "sorry" that JOHN DOE's parent felt the need to approach "the situation" in this matter. In this communication, Zimmerman failed to respond to any of the statements regarding the transfer, residence, and eligibility issues surrounding the team member. See attached email from Zimmerman labeled **Exhibit 2**.
26. On September 18, 2024, the same day the letter was sent by JOHN DOE's parent to the school, HCHS found it necessary to self-report a "paperwork" issue regarding the transfer and eligibility of the team member to the IHSA.
27. Based upon information sent by HCHS to IHSA, IHSA made the following determinations: 1) the team member was, in fact, ineligible to play for the upcoming game on September 20, 2024, and would remain ineligible until the proper paperwork was filed, 2) HCHS football team had to forfeit 1 of 3 games in which the team member played, and 3) HCHS was placed on probation with the IHSA.
28. The IHSA was awaiting an executed copy of the Affidavit of Residence from

HCHS regarding the team member.

FERPA Violation, Bullying, Threats, Intimidation, and Retaliation

29. On or before September 20, 2024, a copy of the letter sent by JOHN DOE's parent was shown by Zimmerman and/or Walters to the team member. The team member immediately told his family and contacted numerous other football teammates about the letter and blamed JOHN DOE for his inability to play in the upcoming game on September 20, 2024.
30. That weekend, on September 22, 2024, JOHN DOE's parent received an email and text message from the team member's mother requesting production of the letter sent to the school. See attached email correspondence and text message labeled **Exhibit 3**.
31. On September 23, 2024, JOHN DOE's parent received a letter from HCHS regarding a "September 18, 2024 FOIA Request," wherein HCHS denied production of information which the school viewed as a request for student records within the meaning of the Illinois Student Records Act. See attached HCHS letter dated September 23, 2024 labeled **Exhibit 4**.
32. JOHN DOE's parent did not send a formal FOIA request to HCHS; rather, HCHS treated his parent's September 18, 2024 letter as a FOIA request.
33. On September 24, 2024, following football practice, Zimmerman announced to the team that it has suffered a forfeit of a game due to a "paperwork" issue with IHSA. By that time, the football team was aware of JOHN DOE'S parent's involvement with the issue.
34. That night and for weeks to follow, JOHN DOE was the target of and suffered

from severe and extreme bullying, threats of violence, intimidation, and retaliation by the team member, other teammates, and coaches.

35. On September 25, 2024, JOHN DOE's parent sent a second letter to Dougherty, Zimmerman, Walters, HCHS Superintendent Michael Dugan, and HCHS School Board President David Kurlinkus, to serve as notice to the school of severe bullying and retaliation against JOHN DOE by football teammates and coaches following JOHN DOE's parent's report to the school and disclosure of the information to the team member, along with a request for an update on residence and eligibility issues. The school was also notified that JOHN DOE would not attend football practice due to the severity of threats of harm and violence against JOHN DOE, his family, and his girlfriend; FERPA violations; disregard and concealment of the residence and eligibility issues for the team member by Defendants; and the delay in the investigation into the retaliation against JOHN DOE. A copy of the letter dated September 25, 2024 is attached hereto and labeled **Exhibit 5**.

36. That same day, Zimmerman sent a text message through the application known as "Hudl" to the football team members wherein he downplayed and minimized the allegations of bullying, harassment, threats, and intimidation involving JOHN DOE, and stated,

"Also, if anyone is asking today, please remember that you have no comment about the situation. It is done. Flush it and use it for the next 5 Friday nights! Go Indians!"

A copy of the message is attached hereto and labeled **Exhibit 6**.

37. Zimmerman condoned the retaliation and harassment and allowed it to continue,

thereby leaving JOHN DOE to be victimized and traumatized further following his parent's reports to the school.

38. Thereafter, the bullying and harassment against JOHN DOE by teammates escalated. JOHN DOE was immediately removed from the football group team chat and discussions were held by the team member and teammates for a "F T" movement against JOHN DOE, which involved setting him up at practice to get hurt, holding up "F T" signs in the student section at the football games, raping his parent and girlfriend, lynching his parent, planting drugs in his backpack at school, and knocking off his helmet during practice. Following disclosure of the forfeit by the coaches, one teammate was throwing mud on JOHN DOE during football practice on the sidelines.
39. Following these reports of bullying, harassment, intimidation and threats of harm against JOHN DOE, Zimmerman and Warren significantly reduced JOHN DOE's practice time with the team and playing time on the field during games. JOHN DOE was demoted on the team; and for his last game with the team, he was put in play for the last 6.8 seconds of the game. During that game, Zimmerman told JOHN DOE, "if you don't want to be here, just walk away."
40. All incidents were reported to HCHS by JOHN DOE's parent, some of which were caused and/or initiated by the team member and Zimmerman; however, no safety precautions were taken for JOHN DOE, and no warnings, instructions, sanctions, suspensions, or other disciplinary measures were issued by the school against the coaches, team member, or any other HCHS football team members.

41. On September 26, 2024, JOHN DOE's parent received an email from Dougherty regarding the initiation of a bullying investigation, Title IX investigation regarding JOHN DOE'S girlfriend, and a second letter from HCHS regarding a "FOIA" follow-up response and denial of requested information. A copy of the email and letter is attached hereto and labeled **Exhibit 7**.
42. On that same date, September 26, 2024, JOHN DOE's parent sent a third (response) letter to HCHS Administration, Coaches, Superintendent, and School Board President with a request to confirm or deny the allegations contained in the September 18, 2024 letter. See **Exhibit 8**. No response was received from HCHS.
43. On September 27, 2024, JOHN DOE's parent sent a fourth letter to Dougherty, Walters and Asbury regarding additional information for the bullying, retaliation, threats, and other investigations, and as follow-up on the residence and eligibility matters. A copy of the letter is attached hereto and labeled **Exhibit 9**. No response was received from HCHS.
44. On September 27, 2024, the IHSA received the Affidavit of Residence from HCHS, and HCHS determined that the team member was eligible to play in the football game that evening.
45. Upon information and belief, the team member's parents submitted false information regarding their residence to the school, which was accepted, adopted, and submitted by HCHS to IHSA, without investigation. Since that time, the team member has played in every football contest in the starting position.
46. HCHS did not contact IHSA for an eligibility ruling for the subject team member,

as required by IHSA rules. HCHS unilaterally determined that the team member was a resident of the school district and eligible to play on the football team for the rest of the season.

47. On the evening of September 27, 2024, Zimmerman's wife was taking pictures of JOHN DOE's parents and family at a restaurant following news of the forfeiture of the HCHS game. JOHN DOE'S parent notified the school of this incident on September 30, 2024. A copy of the email is attached hereto and labeled **Exhibit 10**.

48. On October 2, 2024, JOHN DOE's parent sent a fifth, more detailed, letter to HCHS - this time addressed to Dougherty, Walters, and the HCHS registration staff member, with a copy sent to IHSA Executive Director, Asbury, Superintendent Dugan, and School Board President Kurlinkus - as a formal request for an investigation into the residence and eligibility issues regarding the team member and his family. This letter included the following: 1) details and proof regarding the primary residence and eligibility issues pertaining to the team member and his family, 2) specific duties and obligations of HCHS to provide accurate and verified information to the IHSA for player eligibility, 3) copies of all applicable rules from HCHS Handbooks and IHSA by-laws, and 4) possible violations of the Illinois School Code by the team member's family. See attached letter dated October 2, 2024 labeled **Exhibit 11 (without attachments)**.

49. Only after that, on October 2, 2024, did Dougherty send a report regarding the outcome of the investigation into bullying, in which he found no corroborating evidence of the claims and no further action was taken. A copy of that email is

attached as **Exhibit 12**.

50. At that time, HCHS refused to communicate about the team member's residency and eligibility, and failed to respond to the allegations of the FERPA violation, illegal recruitment, and retaliation against JOHN DOE. See attached communication from Defendant's attorney labeled **Exhibit 13**.

51. On October 7, 2024, JOHN DOE's parent sent yet another letter to the school with a request for a formal investigation into the allegations of recruitment of students and retaliation against JOHN DOE by the HCHS coaches. A copy of the letter is attached hereto and labeled **Exhibit 14**.

52. At that time, attorneys for HCHS indicated that they would forward the complaint of retaliation to the school for investigation. A copy of that email is attached and labeled **Exhibit 15**.

53. To date, no response has been received by Defendants regarding the outcome of these investigations, if any.

54. To date, no action has been taken by HCHS against the football coaches or teammates.

Violations of Rules, Policies, Procedures, and IHSA By-laws

55. HCHS, administrators, and coaches' inactions, concealment of information and failure to properly investigate these claims resulted in violations of HCHS' anti-bullying and retaliation policies and IHSA by-laws. The anti-bullying policies are included in each of the following HCHS Handbooks: Student Handbook, Athletic Handbook, and Coaches Handbook, copies of which are attached hereto and labeled **Exhibits 16, 17, and 18**, respectively.

Effects of the Bullying, Threats, Harassment, and Retaliation

56. The bullying, threats, harassment, isolation, and retaliation against JOHN DOE escalated after numerous reports were made to HCHS by JOHN DOE's parent. As a result, JOHN DOE missed days of football practice and attendance at a game due to safety concerns and the school and coaches' failure to act.
57. The mistreatment of JOHN DOE by Defendants, through their actions and inactions, effectively forced him off the team during the season.
58. For weeks, at the behest of his parents, JOHN DOE would walk the school hallways and parking lot accompanied by other students due to safety concerns and HCHS's failure to act.
59. JOHN DOE found it necessary to ask a staff member to escort him to the football locker room to obtain his personal belongings after-hours when the football team and coaches were not present.
60. During the time when JOHN DOE was suffering the most, the coaches failed to contact him, protect him, speak to him, or otherwise discuss his position on the team. Rather, they chose to demote him on the team, demoralize him during practices and games, and speak to him in a manner of disrespect which further isolated him from the team.
61. The lack of coach advocacy for JOHN DOE because of his parent's reports of the transfer, residence, and eligibility matters related to the team member severely impacted JOHN DOE's opportunities for college football prospects and scholarships. The retaliatory actions against JOHN DOE eliminated his opportunity to receive the exposure to college football coaches and recruiters.

Further the lack of “game tape” and playing statistics hindered his ability to provide video and play statistics to college football coaches or recruiters.

FIRST CLAIM

AGAINST ALL DEFENDANTS

FREEDOM OF SPEECH RETALIATION

42 U.S.C. §1983 – FIRST AMENDMENT CLAIM

62. JOHN DOE realleges and reincorporates the facts as set forth in paragraphs 1 through 61 as if fully set forth herein.

63. JOHN DOE and his parents enjoy and possess a right under the First Amendment to the Constitution of the United States (“First Amendment”) to engage in speech on matters of public concern, including school-related matters and activities, and to submit requests for information and investigations by the school, free from retaliation.

64. JOHN DOE’s parent engaged in protected speech under the First Amendment when she reported concerns regarding misapplication of HCHS’ transfer and residence rules to the team member, payment of tuition by the team member’s family, and HCHS’ failure to comply with IHSA by-laws regarding transfer, residence, and eligibility for school sports pertaining to the team member.

65. The Defendants’ arbitrary and capricious enforcement of their own policies and rules regarding residence and eligibility rules, anti-bullying and retaliation, concealment of violations of IHSA by-laws regarding the transfer and eligibility of the team member, failure to properly investigate all claims made by JOHN DOE’s parent, and failure to protect JOHN DOE, were all in retaliation for said protected

speech and conduct.

66. Defendants retaliated against JOHN DOE by taking adverse action against him in one or more of the following ways:

- a. Zimmerman and/or Walters showed the team member a copy of the letter sent by JOHN DOE's parent to the school, which included JOHN DOE's name and JOHN DOE's parent's name, in direct violation of FERPA. As a result of the release of JOHN DOE's and his parent's private information, the team member's mother contacted JOHN DOE's parent for a copy of the letter, and the team member then contacted most of the football teammates and disclosed to them that JOHN DOE caused his ineligibility to play and forfeit of a game for the team. As a result of the release of information by Defendants, JOHN DOE'S and his parent's name became known throughout the community and social media platforms wherein both were disparaged within the community;
- b. Zimmerman and/or Warren removed and demoted JOHN DOE from his known role on the football team and, as a result, he received virtually no practice time with the team or playing time in the games following the report to the school;
- c. Dougherty, Zimmerman, Warren, Walters, and other coaching staff members ignored, condoned, and/or facilitated the harassment of JOHN DOE by their inactions and actions, including, but not limited to the following: 1) failure to supervise and discipline members of the HCHS Boys' Varsity Football Team for bullying and harassment activities, 2)

ongoing concealment of the recruitment, residency, and ineligibility matters pertaining to the team member, which JOHN DOE and his parents brought to light, 3) failure to protect JOHN DOE, and 4) creating, facilitating, and engaging in retaliatory actions against JOHN DOE

- d. Late investigations and reports and/or lack of meaningful (if any) investigations into: allegations of ineligibility/residency of the team member; retaliation against JOHN DOE; FERPA violations; and bullying, harassment, threats, and intimidation against JOHN DOE By retaining the team member in the starting position for the season, the school chose to ignore, disregard, and conceal residency rules of the Illinois School Code, its own Student Handbook, and IHSA by-laws, as well as the transfer, residency, and eligibility by-laws promulgated by the IHSA. Additionally, nothing was done within a reasonable time given the seriousness of retaliation against JOHN DOE and the FERPA violations by the coaches. The school was first made aware of these allegations on September 25, 2024, and no investigative report or other response was received by the school. This delay, disregard for the safety and protection of JOHN DOE, and disregard into legitimate claims reported by JOHN DOE's parent, served to ratify and approve the harassment and retaliation of JOHN DOE by coaching staff and teammates.

67. The acts of retaliation and bullying created significant pressure, mental distress, and emotional trauma on JOHN DOE

68. Furthermore, the loss of playing time and premature end of his time on the HCHS

football team resulted in significant loss of exposure and damage to the future football prospects of and scholarships for JOHN DOE.

69. Under these circumstances, and without coach advocacy or willingness to assist JOHN DOE, including the development of “game tape” for JOHN DOE to demonstrate his abilities, JOHN DOE’s college scholarship prospects were significantly diminished. Not to mention, JOHN DOE’s entire football season would have played out much differently had HCHS and the coaches not concealed the recruitment and ineligibility for the team member to play on the team.

70. The actions of concealment by HCHS and the coaching staff and administration, the harassment by other football team members and HCHS students resulted in significant mental anguish to JOHN DOE. JOHN DOE was forced to face every school day with his peers with conversations, comments, and questions surrounding what he did to the football team and to the team member. JOHN DOE found it necessary for other students to accompany him in the school hallways and parking lot for safety reasons for many days following the report to the school.

WHEREFORE, JOHN DOE demands judgment in an amount to be established at trial for compensatory damages; plus costs, attorney’s fees, disbursements and other such relief as this Court deems fair and just.

SECOND CLAIM

**BREACH OF CONTRACT, OR ALTERNATIVELY BREACH OF IMPLIED CONTRACT
HCHS HANDBOOKS AND IHSA CONSTITUTION AND BY-LAWS**

71. JOHN DOE realleges and reincorporates the facts as set forth in paragraphs 1 through 70 as if fully set forth herein.

HCHS Handbooks and Contractual Agreements between Student and School

72. For the 2024-2025 school year, to enroll a student in HCHS, the parent(s) of the student must submit 2 forms for proof of residency, which includes a property tax bill, lease, or utility bills. Once residency of the student is approved by HCHS, the parent can then register the student with the school through an online process. See attached 2024-2025 Directions for HCHS Registration labeled **Exhibit 19.**

73. For registration with HCHS, the terms of the Student Handbook must be acknowledged and accepted by the parent(s) and student by manually checking boxes online for the parent(s) and student. If the boxes are not checked, a student cannot register and enroll in HCHS.

74. Page 3 of the Student Handbook contains a “Student Acknowledgment” of receipt of and access to the Handbook, review and understanding of the rules responsibilities, and expectations, and pledge by each student to adhere to the District rules, policies and procedures. See Exhibit 16 at page 3.

75. After completion of the registration process, including the acceptance and execution of the Student Handbook by JOHN DOE and his parent, and submission of the same to HCHS, JOHN DOE began his Senior year in HCHS, and Defendants allowed JOHN DOE to attend HCHS in furtherance of his high school degree.

76. Similarly, for the 2024-2025 HCHS sports teams, to register and enroll as a

student-athlete for HCHS, the terms of the Athletic Handbook and IHSA Eligibility By-Law Summary must be acknowledged and accepted by the parent(s) and student by manually checking boxes online for the parent(s) and student. If all boxes are not checked, a student cannot register or enroll in a sport. See attached **Exhibit 20** which is a page from “Snap! Manage” for student enrollment in HCHS sports.

77. Further, the last page of the Athletic Handbook includes an “Activity Pledge Sheet” which must be executed by both the student-athlete and the parent regarding certain behaviors expected of the student-athlete, and agreement to accept and abide by the policies, standards, rules, and regulations set forth by the HCHS Board of Education and the sponsors for the activity in which the student participates. See Exhibit 17.

78. Page 3 of the Athletic Handbook states, in pertinent part, as follows:

“ . . . Failure to read this handbook does not excuse student athletes from the rules and procedures described herein. Personal factors or contradictory advice from any source are not acceptable grounds for seeking exemptions from these rules and procedures. . . ”.

See Exhibit 17.

79. After acceptance and execution of the online form by JOHN DOE and his parent, and submission of the same to HCHS, JOHN DOE was registered and enrolled for the HCHS football team for the 2024-2025 school year.

80. For the year 2024-2025 school year, HCHS promulgates a “Coaches Handbook” which was “developed for the purpose of establishing guidelines in the operation of the interscholastic athletic program in District 207 . . . ”. It further states that, “By following the procedures described in this handbook, athletic program

personnel will enhance and foster the district's tradition of athletic excellence.”

See Exhibit 18.

81. All HCHS Handbooks (ie. Student, Athletic, and Coaches Handbooks) contain various statements, pledges, promises, provisions, rules, policies, and procedures relative to residence, eligibility, discipline, protection of privacy of students, bullying, harassment, inciting, intimidation, threats, retaliation, and FERPA protections.

IHSA Rules and By-laws are Binding upon HCHS and the Student-Athlete

82. The IHSA Constitution and By-laws are the framework of rules that govern interscholastic competition among IHSA member schools.

83. HCHS is a member school of IHSA, and therefore, adopts and is subject to the IHSA Constitution and By-laws. See attached IHSA Index of Member Schools for HCHS labeled **Exhibit 21** and IHSA Key Provisions Regarding IHSA Rules labeled **Exhibit 22**.

84. An HCHS student who becomes a member of a sports team is subject to and must follow HCHS and IHSA rules to be eligible for interscholastic participation. See Exhibit 22.

85. Pursuant to IHSA rules, Dougherty is responsible to see that only eligible students represent the school in interscholastic competitions. Further, only the IHSA Executive Director is authorized to make formal rulings on eligibility. If a principal [Dougherty] has questions or wishes assistance in answering questions regarding eligibility, a principal [Dougherty] should contact the IHSA office. See Exhibit 22.

86. A student-athlete may lose eligibility for interscholastic competitions if not in compliance with IHSA by-laws. See Exhibit 22.
87. Pursuant to 2024-2025 IHSA By-law 3.030 entitled “Residence” and its subparagraphs, an HCHS student-athlete’s eligibility is dependent upon the location of the residence where the student lives full time with both of his parents. See IHSA By-laws, specifically 3.030, attached hereto and labeled **Exhibit 23**.
88. Pursuant to 2024-2025 IHSA By-law 3.040 entitled “Transfer” and its subparagraphs, for a student who transfers from one high school to another high school, HCHS must file the executed “Principals’ Concurrence Regarding Transfer” form with the IHSA Office. The execution of this form does not grant authority to the principal or other school representative to make an eligibility ruling. Eligibility rulings are the sole responsibility of the IHSA Executive Director. If an eligibility question is raised, HCHS is required to contact or write the Executive Director for a ruling. See Principals’ Concurrence Regarding Transfer form attached and labeled **Exhibit 24**, and Special Notice – About Eligibility Rulings from IHSA for the 2024-2025 School Term attached and labeled **Exhibit 25**.
89. If a request for an eligibility ruling of a student-athlete is made by the school to IHSA, additional documents must be filed with the IHSA, including the following: Transfer Eligibility Form, Transfer Component from Receiving School Coach, Residence Eligibility and Affidavit of Residence. Id. See attached forms labeled **Exhibit 26**.
90. All Defendants stand in breach of the Student Handbook, for all or some the

following reasons:

- a. Failure to create a positive, safe, and welcoming school climate for JOHN DOE (See First Claim herein);
- b. Failure to protect JOHN DOE from harassment, bullying, intimidation, threats, recruiting, and retaliation (See First Claim herein);
- c. Failure to protect JOHN DOE's private student information;
- d. Failure to properly and thoroughly investigate claims raised by JOHN DOE's parent, including residence and eligibility of the team member, harassment, bullying, intimidation, threats, recruiting, and retaliation (See First Claim herein);
- e. Failure to properly discipline, instruct, or implement other corrective measures with HCHS coaches and football teammates for prohibited behavior (See First Claim herein).
- f. Failure to investigate and/or concealment of claims of alcohol use by the team member and other teammates, and failure to implement disciplinary measures;

91. All Defendants stand in breach of the Athletic Handbook, for all or some the following reasons:

- a. Failure to properly and thoroughly investigate residence and eligibility matters pertaining to the team member and his family following claims made by JOHN DOE's parent;
- b. Submission of false and/or unverified information to the IHSA regarding the team member's residence and eligibility;

- c. Failure to request an eligibility hearing with IHSA for the team member following claims made by JOHN DOE's parent;
 - d. Failure to investigate and/or concealment of claims of alcohol use by the team member and other teammates, and failure to implement disciplinary measures;
 - e. Failure to protect JOHN DOE from harassment, bullying, intimidation, threats, recruiting, and retaliation (See First Claim herein);
 - f. Failure to properly and thoroughly investigate claims raised by JOHN DOE's parent, including residence and eligibility of the team member, harassment, bullying, intimidation, threats, recruiting, and retaliation (See First Claim herein);
 - g. Failure to adhere to IHSA recruitment, transfer, residence, eligibility, and retaliation by-laws;
 - h. Failure to properly discipline, instruct, or implement other corrective measures with HCHS coaches and football teammates for prohibited behavior (See First Claim herein);
92. Zimmerman and Warren stand in breach of the Coaches Handbook for all or some of the following reasons:
- a. Failure to protect JOHN DOE;
 - b. Failure to adhere to the IHSA rules regarding recruitment and retaliation and intentionally violate the same;
 - c. Failure to maintain professional and ethical standards of conduct in relation to JOHN DOE;

- d. Failure to protect JOHN DOE's private student information;
- e. Participation in the release of JOHN DOE'S private information, knowing that such release would create harassment and retaliation;
- f. Failure to properly and thoroughly investigate claims raised by JOHN DOE's parent, including residence and eligibility of the team member, harassment, bullying, intimidation, and threats (See First Claim herein);
- g. Failure to properly discipline, instruct, or implement other corrective measures with HCHS football teammates for prohibited behavior (See First Claim herein);
- h. Concealment of recruitment, transfer, and residence issues involving the team member.

93. All Defendants stand in breach of the IHSA Constitution and By-laws for all or some of the following reasons:

- a. Failure to properly and thoroughly investigate residence and eligibility matters pertaining to the team member and his family following claims made by JOHN DOE's parent;
- b. Submission of false and/or unverified information to the IHSA regarding the team member's residence and eligibility;
- c. Concealment of the recruitment, transfer, and residence issues involving the team member;
- d. Failure to request an eligibility hearing with IHSA for the team member following claims made by JOHN DOE's parent, disqualification of the team member, and forfeit of a game;

- e. Recruitment of the team member to participate in HCHS sports;
- f. Knowing and intentionally allowing the team member to participate in HCHS sports as an ineligible athlete.

94. As a direct and proximate result of Defendants' breaches of contracts, JOHN DOE suffered a loss in position on the team, significant mental anguish, and loss of opportunity related to college prospects and scholarships.

WHEREFORE, JOHN DOE demands judgment in an amount to be established at trial for compensatory damages, punitive damages, plus costs, disbursements and other such relief as this Court deems just and fair.

THIRD CLAIM

AGAINST DOUGHERTY, WALTERS, ZIMMERMAN, WARREN, AND ASBURY

WILLFUL AND WANTON CONCEALMENT

95. JOHN DOE realleges and reincorporates the facts alleged in Paragraphs 1 through 61 as if fully set forth herein.

96. On September 18, 2024, and no later than October 2, 2024, the named Defendants in this claim were informed of the residence and eligibility issues surrounding the team member and his family, and were presented with credible evidence of these claims from JOHN DOE's parent. Defendants failed to properly investigate, ignored and/or disregarded IHSA eligibility requirements, concealed information regarding the team member from the IHSA, produced misleading and/or unverified information to IHSA, and unilaterally, without IHSA authorization, made the unauthorized determination that the team member is an eligible player under IHSA by-laws.

97. Additionally, on or about September 25, 2024, and no later than October 2, 2024, Defendants in this claim were informed of retaliatory harassment against JOHN DOE because of his parent's inquiry and request for investigation into the team member's residence and eligibility to play sports. Defendants, again, failed to properly investigate, ignored and/or disregarded policies and procedures contained within its own Handbooks, concealed the retaliation by coaches, and failed to take any disciplinary measures against teammates and coaches.
98. Zimmerman and/or Walters, specifically, facilitated retaliatory efforts against JOHN DOE by his release of JOHN DOE's private student information to the team member, and concealed their actions in doing so. Further, by Zimmerman's, Warren's, and Walter's failure to protect JOHN DOE or otherwise instruct and/or discipline members of the football team, they encouraged such behavior to continue.
99. On September 25, 2024, Defendants learned of the retaliation by Zimmerman and Warren against JOHN DOE; and despite this knowledge, did not open an investigation following repeated letters sent by JOHN DOE's parent.
100. By failing to open an investigation into known retaliation, Defendants demonstrated willful and wanton misconduct and concealment.
101. This delay resulted in escalating harassment and threats against JOHN DOE created and facilitated by the coaches and teammates, without repercussions.
102. As a proximate result of the acts and omissions of Defendants, JOHN DOE suffered the loss as prominent player on the team, significant mental

anguish, and loss of opportunities related to college prospects and scholarships.

WHEREFORE, JOHN DOE demands judgment in an amount to be established at trial for compensatory damages, punitive damages, plus costs, disbursements and other such relief as this Court deems just and fair.

FOURTH CLAIM

AGAINST ALL DEFENDANTS

WILLFUL AND WANTON FAILURE TO PROTECT

103. JOHN DOE realleges and reincorporates the facts alleged in Paragraphs 1 through 61 as if fully set forth herein.
104. Defendants named in this claim have responsibilities to ensure that HCHS has and implements proper training and best practices to ensure that student safety is prioritized, athletic programs are properly supervised, coaches are properly vetted, and that when incidents occur, proper steps are taken to protect the students. That did not occur here.
105. Despite knowing of an investigation into the harassment, bullying, threats, and intimidation of JOHN DOE, Defendants took no action to prevent the release of JOHN DOE's identity and that of his parent. In fact, Zimmerman and/or Walters willingly provided the information to the team member, who then released the information to the football team, his family, students, and other members of the community.
106. As a result, at the time the bullying investigation was initiated by the school, JOHN DOE's parent did not believe Defendants would keep JOHN DOE's name private during their interviews of certain students into the

allegations by JOHN DOE, and refused to release the names of the students to the school out of ongoing fear and safety concerns for JOHN DOE on school grounds.

107. The situation was volatile, hostile, and traumatic for JOHN DOE, as evidenced by the statements and threats made by teammates and retaliation by coaches, after Zimmerman and/or Walters did nothing to protect the identity of JOHN DOE.

108. Furthermore, Zimmerman and Walters did nothing to ensure that JOHN DOE was safe during practices and games. In fact, Zimmerman's release of JOHN DOE's identity caused and facilitated the unsafe and hostile team environment.

109. Zimmerman's deliberate action and Defendants' inactions were choices that demonstrated a conscious disregard or deliberate indifference to the safety of JOHN DOE. The circumstances left JOHN DOE unprotected and subject to trauma.

110. Because of their reckless and wanton supervision, environments such as this one created by HCHS – where allegations of failure to follow IHSA eligibility rules come to light, the team is sanctioned by the IHSA, and coaches and teammates retaliate and bully against the reporter - foster a dangerous and hostile culture for students. Yet, this environment was allowed to exist and flourish to the detriment of students such as JOHN DOE, due to minimization of JOHN DOE's parent's allegations, disregard of IHSA rules, lax oversight of the athletic program, and failure to follow training procedures and protocols.

111. As a proximate result of the acts and omissions by Defendants, JOHN DOE suffered from loss of participation on the football team, significant mental anguish, and loss of opportunities related to college prospects and scholarships. WHEREFORE, JOHN DOE demands judgment in an amount to be established at trial for compensatory damages, punitive damages, plus costs, disbursements and other such relief as this Court deems just and fair.

FIFTH CLAIM

AGAINST DOUGHERTY, ZIMMERMAN, WARREN, AND WALTERS

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

112. JOHN DOE realleges and reincorporates the facts alleged in Paragraphs 1 through 61 as if fully set forth herein.

113. At all relevant times hereto, Defendants named in this claim were employees of HCHS.

114. Zimmerman and/or Walters leaked the identity of JOHN DOE and his parent to the team member, knowing that the team member would share that information with his parents, the team, and others, and that the team member and other teammates would retaliate against JOHN DOE. The team member did, in fact, reveal the identity of JOHN DOE to members of the football team, knowing that such individuals would retaliate against him, which they all did.

115. To compound the distress, Zimmerman and Warren, amongst other means, eliminated JOHN DOE's practice time with the team and playing time on the field. Zimmerman engaged in taunting of JOHN DOE on the field during a game. By doing so, Zimmerman and Warren effectively forced JOHN DOE off

the team for their own benefit.

116. On or before September 25, 2024, but no later than October 2, 2024, Dougherty and Walters were informed of the retaliation against JOHN DOE by the coaches, the team member, and football team members. Upon information and belief, no investigation was conducted by Dougherty or Walters.

117. Dougherty refused to release the names of the team members who were allegedly investigated regarding bullying accusations, even though the team member had been identified as one of the main perpetrators. Through his interviews of coaches and undisclosed team members, Dougherty found no corroborating evidence and the investigation was concluded without disciplinary actions against any team member or coach.

118. The actions of Dougherty, Walters, Zimmerman, and Warren by ignoring the allegations of harassment and bullying made by JOHN DOE's parent, keeping the team member on the team and in the starting position, and derailment of JOHN DOE's bullying and retaliation accusations were meant to make JOHN DOE feel helpless enough to drop the allegations and leave the team. Their mission was accomplished regarding the latter.

119. Defendants' coordinated retaliation against JOHN DOE was extreme, dangerous, and calculated to cause JOHN DOE severe emotional distress.

120. As a proximate result of Defendant's actions, JOHN DOE suffered loss of participation on the team, significant mental anguish, and loss of opportunities related to college prospects and scholarships.

WHEREFORE, JOHN DOE demands judgment in an amount to be established at

trial for compensatory damages, punitive damages, plus costs, disbursements and other such relief as this Court deems just and fair.

JURY DEMAND

JOHN DOE demands a trial by jury for all claims for which a trial by jury would be available. Fed. R. Civ. P. 38.

DATED: _____, 2024.

Respectfully submitted,

By: 
KELLY A. VECCHIO,
Attorney for JOHN DOE.

Prepared by:
KELLY A. VECCHIO, #6276098
Vecchio Law Offices
One Court Place, Suite 101
Rockford, IL 61101
(815) 962-4019
kelly@vecchiolawoffices.com