

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

JAMES LONG

Plaintiff,

V.

Defendant UNITED AIRLINES, a  
corporation and GINGER EVANS,  
individually and as agent of  
Defendant CITY OF CHICAGO,  
DEPARTMENT OF AVIATION and CITY  
OF CHICAGO, DEPARTMENT OF  
AVIATION, a municipality,  
Defendants.

Case No 2005 L 005560

Judge Bridget McGrath

**COMPLAINT AND JURY DEMAND**

**NOW COMES** the Plaintiff, JAMES LONG (hereinafter referred to as "LONG") by his attorney, Anne M. Beckert, A. Beckert at Law, and complains against the Defendants, Defendant UNITED AIRLINES (hereinafter referred to as "Defendant UNITED") GINGER EVANS, individually and as agent of Defendant CITY OF CHICAGO, DEPARTMENT OF AVIATION, (hereinafter referred to as "Defendant EVANS") Defendant CITY OF CHICAGO, DEPARTMENT OF AVIATION, (hereinafter referred to as "CDA") as follows:

**JURISDICTIONAL BASIS**

1. LONG is a resident of Chicago, Illinois, County of Cook.
2. Defendant UNITED AIRLINES, INC ("Defendant CDA") is a corporation organized and existing under the laws of the State of Delaware.

3. Defendant UNITED conducts business within the state of Illinois with its corporate headquarters located at 233 S. Wacker Drive, Chicago, Illinois 60606.

4. Defendant UNITED is engaged in the business of domestic and international travel.

5. Defendant CDA is a Department of the city of Chicago. It manages the airport systems comprised of O'Hare and Midway International Airports.

6. At all times herein, Defendant CDA employed Plaintiff LONG at its 10601 W. Higgins Road, Chicago, IL 60666 location.

7. At all times herein, Defendant EVANS has been the Commissioner of the CDA.

8. Upon information and belief, Defendant EVANS is a resident of Illinois.

#### **ALLEGATIONS COMMON TO ALL COUNTS OF THIS COMPLAINT**

9. On or about January 20, 2015, Defendant CDC hired Plaintiff LONG.

10. LONG's job title was interchangeably referred to as, Aviation Officer, Aviation Security Officer and Aviation Police.

11. Plaintiff LONG's shield, badge, identification, and outerwear all identified him as "Police."

12. As part of his job training, Plaintiff LONG attended the Chicago Police Department Academy located at 1300 W. Jackson Blvd, Chicago, Illinois 60607.

13. He completed the Metropolitan Police Recruit Training Program, which included mandatory Firearms Training.

14. LONG trained and studied at the Academy for 5 months.

15. To complete his certification requirements, Plaintiff LONG had to pass the same written exams and final state exam as the Chicago Police Department officers were required to pass with one exception.

16. Despite the high probability that Plaintiff Long would have to arrest and detain individuals found violating or suspected of violating city state and federal laws and also restraining individuals, he was not trained in the procedure of level of force continuum ("Exhibit B")

17. As Commissioner of the CDA, Defendant EVANS had the responsibility to ensure that the Aviation Security Officers were being trained for a level of force continuum.

18. At the end of his training and after passing his exams, the Illinois Law Enforcement Training and Standard Board awarded Plaintiff LONG a certificate for fulfilling all requirements that qualified him as a Law Enforcement Officer.

19. After he was certified as a law enforcement officer, Plaintiff LONG entered into the performance of his job duties as a law enforcement officer for the CDA, and, at all times mentioned in this Complaint, performed all of the

terms and conditions of his employment in a competent and professional manner.

**20.** As part of his job duties as identified in his Employee Performance Management Program, ("Exhibit B") LONG had the authority to make:

"Arrests and detain individuals found violating or suspected of violating city, state and federal laws, restraining individuals"

("Exhibit B")

**21.** When Defendant CDA hired Plaintiff LONG on or about January 20, 2018, it had a duty of care to Plaintiff LONG to provide him with adequate training to perform the duties of his job.

**22.** Defendant CDA and Plaintiff LONG also covenanted to act in good faith and fair dealing with respect to each other as a matter of common law.

**23.** Defendant CDA and Plaintiff LONG further agreed, as a matter of law, that they would not do anything to injure the other in obtaining the fruits and benefits of Plaintiff LONG's employment with Defendant CDA.

**24.** In his position as Aviation Security Police, LONG was subject to the authority of Defendant EVANS who is commissioner of the CDA.

**25.** Defendant EVANS had the power to and did exercise her influence to cause LONG'S termination.

**26.** But for Defendant EVANS negligence in training Plaintiff LONG, Plaintiff LONG would have never lost his job.

**27.** Despite acting as he was trained, Plaintiff LONG was terminated on August 8, 2017 for the events that occurred on or about April 9, 2017.

28. The decision of the CDA to terminate EVANS on August 8, 2017 caused Plaintiff Long mental anguish.

29. On April 9, 2017, Defendant UNITED overbooked Flight No. 3411 and decided to force random passengers off the plane. The flight was headed to Kentucky.

30. One of these passengers was Dr. David Dao.

31. Dr. Dao refused to give up his seat.

32. Defendant UNITED called the Aviation Police to remove Dr. Dao from the plane.

33. The first two responding officers talked to Dr. Dao and tried to persuade him to leave in a calm manner.

34. Dao responded by stating that "I'm not leaving this flight that I paid money for. I don't care if I get arrested."

35. Plaintiff Long was called off his lunch hour to assist the two Aviation Security Officers.

36. Dr. Dao continued to repeat that he was not going to get off the plane.

37. United Airlines wanted Dr. Dao removed from the plane.

38. Therefore, when their entreaties didn't work, Plaintiff Long, following his training, gently tried to remove Dr. Dao from his seat by putting a hand on his arm.

39. Dao, however, started swinging his arms up and down with a closed fist.

40. Plaintiff Long was able to pull Dao to the aisle but Dao continued to fight and managed to free his arm from Plaintiff Long's arm, which resulted in Dao losing his balance and falling.

41. Dr. Dao fell and hit his mouth on the armrest across from him which caused an injury to his mouth.

42. Dr. Dao's injuries were a direct result of his fighting with the Aviation Officers.

43. Plaintiff Long had assisted the subject by using minimal but necessary force to remove Dr. Dao from his seat.

44. Defendant UNITED knew or should have known that calling the Aviation Police on April 9, 2017 to remove a passenger who was refusing to leave their plane would require the use of physical force.

45. Defendant UNITED has admitted that it is responsible for the events of April 9, 2017 and that the Aviation Police officers involved were not at fault ("Exhibit C").

46. Evan stripped the aviation police department of its law enforcement credentials a few months after the April 9, 2017 incident by having one of the city of Chicago's attorneys send a letter to the Illinois training Board for law Enforcement.

47. Beginning in or around April 10, 2007 and culminating with Plaintiff LONG'S wrongful discharge, Defendant EVANS acting on her own behalf, in the course and scope of her employment as Commissioner of Defendant CDA, but without any legitimate business purpose, conspired to have Plaintiff LONG discharged from his position Aviation Police Officer, intentionally or negligently causing the breaches and other harms alleged in this Complaint.

48. Defendant CDA terminated Plaintiff LONG on August 8, 2017.

49. On April 11, 2017 Defendant EVANS "tweeted," under the user name Ginger S. Evans@GingerSEvans, a defamatory statement stating that "the security officer who did this is not LEO" knowing that this was a false statement and with the intent to cause severe emotional harm to Plaintiff LONG ("Exhibit D")

50. Also, on April 11, 2017, Defendant EVANS tweeted a defamatory statement that the actions [of the Airport Security Officers] "were completely inappropriate" with the intention of harming Plaintiff Long personally and also harming his reputation in the community and deterring third persons from associating with him.

51. On April 14, 2017, EVANS tweeted that "We do not arm security staff for good reasons" with the intention of harming Plaintiff LONG's reputation in the eyes of the community and deterring third persons from associating with him.

52. Defendant EVANS made similar oral statements to the Press and at official functions.

53. Defendant EVANS oral and written statements were without a legitimate business purpose and with a high degree of awareness of their falsity and with the direct intention to harm LONG.

54. Further, EVANS made these oral and written statements while keenly aware that it would cause Plaintiff LONG emotional distress.

55. These false statements imply that LONG was not acting in his capacity as a police officer, that his actions were "completely inappropriate" and that he was not armed "for good reasons."

56. Defendant EVANS'S acts, breaches and other harms to LONG, further included, but are not limited to, publishing oral and written statements with a high degree of awareness of their falsity and containing deliberate and intentionally misleading omissions with the direct intention to harm Plaintiff Long.

57. Defendant UNITED'S acts, breaches and other harms to LONG, as alleged in this Complaint, include but are not limited to, defaming LONG by implication, including but limited to implying that LONG sexually harassed and criminally stalked Defendant EVANS.

58. Defendant EVANS made these oral and written statements without a legitimate business purpose and with a high degree of awareness of their falsity and with the direct intention to harm LONG.

59. Defendant Evans' breaches and other harms to Plaintiff LONG further include, but are not limited to, publishing oral and written statements

materially misrepresenting the nature of his job duties and responsibilities and that he was acting within the scope of his employment on April 9, 2017.

**60.** Defendants CDA, and EVANS'S breaches and other harms to LONG, also include but are not limited to; breaching the covenant to act in good faith and fair dealing; negligently failing to train Plaintiff Long, and intentional and/or negligently cause Plaintiff Long emotional harm.

**61.** Defendant UNITED negligently failed to foresee the consequences of its action of calling the Aviation Police Force to remove a passenger unwilling to leave the plane.

**62.** As a proximate result of Defendants CDA, UNITED and EVANS'S acts, breaches and other harms as alleged in this Complaint, Plaintiff LONG has suffered and continues to suffer substantial loss in earnings, retirement benefits, and other employee benefits he would have otherwise received under his Employment Agreement as well as emotional injuries.

**63.** As a proximate result of Defendants CDA, UNITED and EVANS'S acts, breaches and other harms as alleged in this Complaint, together and each of them individually, LONG has been unemployed since August 8, 2017 and therefore has suffered a loss in excess of \$50,000.

**64.** As a proximate result of Defendants CDA, UNITED and EVAN'S negligent and/or intentional actions, Plaintiff Long has suffered from emotional harm which entitles him to punitive damages in excess of \$50,000.

65. As a further proximate result of Defendants CDA, UNITED, and EVANS acts, LONG suffers severe mental and emotional distress, shame, and humiliation which entitles him to punitive damages in excess of \$50,000.

**COUNT I  
NEGLIGENT TRAINING**

66. Plaintiff LONG incorporates Paragraphs 1 through 52 as this Paragraph 53 as if set forth fully herein.

67. From on or about January 20, 2017 through April 10, 2017, Plaintiff LONG was an employee in good standing with Defendant CDA, as evidenced by his Performance Evaluation with an overall rating of "exceed expectations."

68. On April 10, 2017 Plaintiff Long was suspended because of his actions on April 9, 2017.

69. But for the CDA's negligence and failure to train Plaintiff how to respond to an escalating situation with an Airline Passenger, Plaintiff Long would not have acted in the manner he did, which resulted in his termination.

70. As a proximate resulted of Defendant CDA's negligence in failing to properly train him, Plaintiff LONG has suffered and continues to suffer substantial loss in earnings, retirement benefits, and another employee benefits he would have otherwise received as an employee of CDA.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant CDA for all damages, arising

out of Defendant's Negligent Failure to Train including, but not limited to the following:

- (1) All damages arising out of Defendant's Negligent Failure to Train including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts; and
- (3) Court Costs and Attorney Fees;
- (4) Other and further damages as this Court deems just.

**COUNT II  
NEGLIGENCE OF DEFENDANT UNITED**

**71.** Plaintiff incorporates Paragraphs 1 through 70 as this Paragraph 71 as if set forth fully herein.

**72.** From on or about January 20, 2015 through April 10, 2017, Plaintiff LONG was an employee in good standing with Defendant CDA.

**73.** Defendant United's negligence in requiring Plaintiff Long and other aviation officers to remove Dr. Dao from its Airplane on April 9, 2017, caused Plaintiff Long to be suspended and ultimately discharged on August 8, 2017.

**74.** As a proximate result of his discharge, Plaintiff LONG has suffered and continues to suffer substantial loss in earnings, retirement benefits, and other employee benefits he would have otherwise received under his Employment Agreement.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant UNITED for all damages, arising out of Defendant's Negligence, but not limited to the following:

- (1) All damages arising out of Defendant's Negligence including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (3) Attorney Fees and Costs; and,
- (4) Other and further damages as this Court deems just.

**COUNT III**  
**INTENTIONAL TORT OF EMOTIONAL DISTRESS AGAINST DEFENDANT CDA**

**75.** Plaintiff incorporates Paragraphs 1-74 as this Paragraph 75 as if set forth fully herein.

**76.** Defendant DCA knew or should have known that it's failure to properly train Plaintiff Long combined with its wrongful act of subsequently terminating him would cause him Emotional Distress

**77.** CDA acted with purpose or had knowledge that its acts could cause injury or harm to Plaintiff Long.

**78.** Despite this knowledge, CDA failed to properly train Plaintiff Long and then fired him for his actions on April 9, 2017.

79. Without CDA's actions and lack of action, Plaintiff Long would not have suffered his subsequent emotional injuries.

WHEREFORE, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant CDA for all damages, arising out of Defendant's Tort including, but not limited to the following:

- (1) All damages arising out of Defendant's Intentional Tort including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (3) Compensatory and Punitive Damages;
- (4) Attorney Fees and Costs; and,
- (5) Other and further damages as this Court deems just.

**COUNT IV**  
**INTENTIONAL TORT OF EMOTIONAL DISTRESS AGAINST DEFENDANT EVANS**

80. Plaintiff Long incorporates Paragraphs 1 through 79 as this Paragraph 80 as if set forth fully herein.

81. Defendant Evans knew or should have known that her failure to properly train Plaintiff Long combined with her wrongful act of subsequently terminating him would cause him emotional distress.

82. Evans acted with purpose or had knowledge that her acts could cause injury or harm to Plaintiff Long.

83. Despite this knowledge, Evans failed to properly train Plaintiff Long and then fired him for his actions on April 9, 2017.

84. Without Evans's actions and lack of action, Plaintiff Long would not have suffered his subsequent emotional injuries.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant Evens for all damages, arising out of Defendant's Intentional Emotional Injuries, but not limited to the following:

- (1) All damages arising out of Defendant's Intentional tort including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (3) Punitive and Compensatory Damages
- (4) Attorney Fees and Costs; and,
- (5) Other and further damages as this Court deems just.

**COUNT V**  
**NEGLIGENT TORT OF EMOTIONAL DISTRESS AGAINST DEFENDANT CDA**

1. Plaintiff incorporates Paragraphs 1-74 as this Paragraph 75 as if set forth fully herein.

2. Defendant DCA knew or should have known that its failure to properly train Plaintiff Long combined with its wrongful act of subsequently terminating him would cause him Emotional Distress

3. CDA acted with purpose or had knowledge that its acts could cause injury or harm to Plaintiff Long.

4. Despite this knowledge, CDA failed to properly train Plaintiff Long and then fired him for his actions on April 9, 2017.

5. Without CDA's actions and lack of action, Plaintiff Long would not have suffered his subsequent emotional injuries.

WHEREFORE, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant CDA for all damages, arising out of Defendant's Negligent Tort including, but not limited to the following:

(1) All damages arising out of Defendant's Intentional Tort including, but not limited to, his back pay, front pay;

(2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;

(3) Compensatory and Punitive Damages;

(4) Attorney Fees and Costs; and,

(5) Other and further damages as this Court deems just.

**COUNT VI**  
**NEGLIGENT TORT OF EMOTIONAL DISTRESS AGAINST DEFENDANT EVANS**

6. Plaintiff Long incorporates Paragraphs 1 through 79 as this Paragraph 80 as if set forth fully herein.

7. Defendant Evans knew or should have known that her failure to properly train Plaintiff Long combined with her wrongful act of subsequently terminating him would cause him emotional distress.

8. Evans acted with purpose or had knowledge that her acts could cause injury or harm to Plaintiff Long.

9. Despite this knowledge, Evans failed to properly train Plaintiff Long and then fired him for his actions on April 9, 2017.

10. Without Evans's actions and lack of action, Plaintiff Long would not have suffered his subsequent emotional injuries.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant EVANS for all damages, arising out of Defendant's Negligent Infliction of Emotional Injuries, but not limited to the following:

- (1) All damages arising out of Defendant's Negligent tort including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (3) Punitive and Compensatory Damages

(4) Attorney Fees and Costs; and,

(5) Other and further damages as this Court deems just.

**COUNT VII  
BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

11. Plaintiff incorporates Paragraphs 1 through 87 as this Paragraph 88 as if set forth fully herein.

12. That at all pertinent time herein, Defendants CDA and EVANS were employers of Plaintiff LONG with authority over Plaintiff LONG.

13. Plaintiff LONG'S employment with Defendant CDA includes, as a matter of implied law, a covenant of good faith and fair dealing (herein "Covenant") by which Defendant CDA promised to give full cooperation to LONG in his performance as an employee of CDA.

14. Defendant CDA further agreed to refrain from any act, which would prevent LONG from performing all of the conditions of his employment.

15. Beginning in or around April 9, 2017 and culminating with his termination on or about August 8, 2017, Defendants CDA, and EVANS conspired to terminate LONG in violation of Defendant CDA's covenant of good faith and fair dealing implied in LONG'S employment with CDA.

16. As a proximate resulted of Defendants CDA and EVANS'S breach of said employment arrangement, Plaintiff LONG has suffered and continues to

suffer substantial loss in earnings, retirement benefits, and other employee benefits he would have otherwise received under his Employment Agreement.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant CDA for all damages, arising out of Defendant's breach of covenant of good faith and fair dealing including, but not limited to the following:

- (1) All damages arising out of Defendant's Breach of the covenant of good faith and fair dealing including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (3) Attorney Fees and Costs; and,
- (4) Other and further damages as this Court deems just.

**COUNTVIII**

**DEFAMATION PER SEC OR ALTERNATIVELY, DEFAMATION PER QUOD- EVANS AS AGENT OF DEFENDANT CDA**

**17.** LONG reallege and restates Paragraphs 1 through Paragraphs 103 as this Paragraph 104 as if fully set forth herein.

**18.** From on or about January 20, 2017 through April 9, 2017 Plaintiff LONG was an employee in good standing with Defendant CDA.

**19.** That at all pertinent time herein, Defendant EVANS was Commissioner of the CDA with authority over Plaintiff LONG.

20. That in April, 2017 EVANS and the CDA conspired to terminate LONG'S employment with Defendant CDA.

21. EVANS knowingly made and published false statements about Plaintiff Long through her twitter account and the media implying that Plaintiff LONG was not a police officer, that his actions on April 9, 2017 were "completely inappropriate" and that so called "security staff" are not armed [with guns] for good reason. These false written and oral statements were made in bad faith and for no legitimate business purpose, were known to be false, and were made with reckless disregard for the truth and there was actual malice on the part of EVANS in making these false accusations.

22. Because of the above-described defamation, LONG has suffered harm to his personal and business reputation, humiliation, extreme emotional distress, and mental suffering.

23. Additionally, these oral and written false and defamatory statements, as alleged in this Complaint contributed to LONG'S involuntary termination.

24. Defendant EVANS'S false and defamatory statements are memorialized in the EVANS tweets ("Exhibit C") The EVANS tweets contain substantially false statements of fact. ("Id.")

25. Defendants CDA and EVANS had a conditional privilege which was recognized since they had a common interest. That, in fact, Defendant EVANS

acted with malice and abused any conditional privilege when she made the substantially false oral and written statements about LONG.

**26.** Defendant EVANS made her oral and written statements about Plaintiff LONG with a high degree of awareness of their falsity and with the direct intention to harm Plaintiff LONG and in a reckless disregard of the LONG'S rights and the consequences that may result to him.

**27.** That at the time EVANS made the substantially false oral and written statements about Plaintiff LONG; she was acting in bad faith against the interests of Defendant CDA, as she was acting solely for her own gain and solely for harming Plaintiff LONG.

**28.** Defendants CDA, with EVANS as its agent, acted with malice and abused any conditional privilege when EVANS made the substantially false oral and written statements about Plaintiff LONG and then, with the intention to harm, recklessly disregarded she, as the agent of Defendant CDA defamed Plaintiff LONG'S rights and the consequences that may result to him.

**29.** The false, fabricated oral and written statements about Plaintiff LONG made by Defendant EVANS at various times and memorialized by Defendant EVANS tweets were published through EVANS interviews with the media and her tweets. CDA authorized Defendant EVANS, as Commissioner of CDA, in the course and scope of business, to speak words and write words about employees they had authority over, including but not limited to, LONG.

**30.** Defendants CDA and EVANS acted with malice and with the intention to harm, and recklessly disregarded the defamed LONG'S rights and the consequences that may result to him by failing to investigate the truth of Defendant EVANS'S oral and written statements about LONG.

**31.** Defendant CDA waived any conditional privilege it may have as a municipality when it allowed EVANS, in her capacity as Commissioner of Defendant CDA to make the substantially false oral and written statements about LONG.

**32.** Moreover, Defendant CDA ratified and condoned the false accusations and defamation by EVANS and therefore is liable, not only for the payment of compensatory damages but also for punitive damages.

**33.** Based on LONG'S employment history, as well as the training he had received to become an aviation police officer with Defendant CDA there existed a high degree of awareness of the substantial falsity of the oral and written statements.

**34.** Before terminating Plaintiff LONG's employment, Defendant CDA never even asked LONG if he had acted in the manners claimed by Defendant EVANS.

**35.** Defendant EVANS maliciously provided false information to Defendant CDA and maliciously made oral and written statements memorialized in the EVANS tweets because she had animosity towards LONG

and wanted to terminate Plaintiff LONG to avoid detection regarding her own negligence in training Plaintiff Long.

**36.** That, as a direct and proximate cause of Defendant EVANS'S malicious defamatory oral and written statements, LONG was terminated on August 8, 2017

**37.** Defendant CDA terminated Plaintiff LONG without any investigation into the truth of Defendants EVANS'S statements.

**38.** LONG'S termination "for cause" benefited Defendant CDA since Defendant CDA did not have to pay LONG any monetary severance package and the termination furthered the municipality's interests by saving the CDA the salary and benefits provided to the Plaintiff LONG.

**39.** The oral and written statements described herein are so clearly harmful to LONG that proof of their defamatory character is not required. Specifically, they impute the commission of a criminal offense, they also impute a want of integrity in the discharge of the duties by LONG, and they prejudiced LONG in his profession. Any one let alone all of these implications constitute Defamation per sec or alternatively Defamation per quod.

**40.** Therefore, LONG's damages are presumed and his special damages need not be alleged or proved.

**41.** LONG sustained special damages including but not limited to loss of employment with Defendant CDA, substantially diminished earnings, diminished benefits of seniority, diminished employment benefits including but

not limited to diminished 401k earnings and diminished value of a retirement pension.

**42.** LONG is entitled to an award of punitive damages for the wrongful and malicious acts Defendant EVANS as agents of Defendant CDA to punish them for their wrongful acts and to deter others from acting in a similar manner.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant CDA for all damages, arising out of Defendant's defamation per quod, through Defendant EVANS'S actions as agent of Defendant CDA including, but not limited to the following:

- (1) All damages arising out of Defendant's employment termination including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (3) Punitive Damages;
- (4) Compensatory Damages;
- (5) Attorney Fees and Costs; and,

Other and further damages as this Court deems just.

## COUNT IX

**(DEFAMATION PER SEC OR ALTERNATIVELY DEFAMATION PER QUOD- EVANS,  
INDIVIDUALLY)**

43. Plaintiff incorporates Paragraphs 1 through 103 as this Paragraph 104 as if fully set forth herein.

44. From on or about January 20, 2015 through April 9, 2017, Plaintiff LONG was an employee in good standing with Defendant CDA.

45. That at all pertinent time herein, Defendant EVANS Commission of CDA with authority over Plaintiff LONG.

46. That in April 2017, EVANS desired to terminate LONG'S employment with Defendant CDA.

47. EVANS's oral and written false and defamatory statements, as alleged in this Complaint contributed to LONG'S involuntary termination.

48. EVAN's oral and written false and defamatory statements, as alleged, imply that LONG is guilty of abuse of his power, or, at the very least, that he had an inability to perform or want of integrity in the discharge of his duties, and moreover, prejudiced him in his employment by Defendant CDA.

49. Defendant EVANS's false and defamatory statements are memorialized in the EVANS tweets. The EVANS tweets contain substantially false statements of fact. ("Exhibit C")

50. The Evans tweet is based on EVANS's own false oral and written statements of fact describing LONG'S purported conduct in the workplace, including but not limited to his alleged offenses on April 9, 2017.

51. Defendant EVANS made her oral and written statements about LONG with a high degree of awareness of their falsity and with the direct intention to harm the LONG and in a reckless disregard of the LONG'S rights and the consequences that may result to him.

52. That at the time EVANS made the substantially false oral and written statements about Plaintiff LONG; she was acting in bad faith against the interests of Defendant CDA, as she was acting solely for her own gain and solely for harming Plaintiff LONG.

53. Defendant EVANS acted with malice and abused any conditional privilege when she made the substantially false oral and written statements about Plaintiff LONG and then, with the intention to harm, recklessly disregarded the defamed Plaintiff LONG's rights and the consequences that may result to him.

54. The false, fabricated oral and written statements about Plaintiff LONG made by Defendant EVANS at various times and memorialized the EVANS tweets.

55. Defendant CDA authorized Defendant EVANS in the course and scope of business, to speak words and write words about employees she had authority over, including but not limited to, LONG.

56. Defendant CDA waived any conditional or municipal privilege when it allowed EVANS, in her capacity as a Commissioner of Defendant CDA, to make the substantially false oral and written statements about LONG.

57. Defendant EVANS maliciously provided false information to Defendant CDA and maliciously made oral and written statements memorialized in the EVANS tweets, including but not limited to alleging that Plaintiff LONG was not a police officer, that his actions on April 9, 2017 were completely inappropriate, and that he was not armed [with a gun] for good reasons so that Defendant EVANS could avoid the embarrassment of her own negligence in failing to properly train Aviation Police Officers.

58. That, as a direct and proximate cause of Defendant EVANS's malicious defamatory oral and written statements, Defendants tortuously interfered with Plaintiff LONG's employment with Defendant CDA and Plaintiff LONG was terminated "for cause" on August 8, 2017.

59. Defendant EVANS'S false and defamatory oral statements, some but not all of which were memorialized in the EVANS tweets were defamatory on their face. (Exhibits B, C, & D")

60. LONG sustained special damages including but not limited to loss of employment with Defendant CDA, substantially diminished earnings, diminished benefits of seniority, diminished employment benefits including but not limited to diminished 401K earnings and diminished value of a retirement pension.

61. LONG is entitled to an award of punitive damages for the wrongful and malicious acts Defendant EVANS Commissioner of Defendant CDA to

punish all of them for their wrongful acts and to deter others from acting in a similar manner.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against Defendant EVANS individually for all damages, arising out of Defendant's employment termination including, but not limited to the following:

- (1) All damages arising out of Defendant EVANS defamation including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (3) Punitive Damages;
- (4) Compensatory Damages;
- (5) Attorney Fees and Costs; and
- (6) Other and further damages as this Court deems just.

#### **COUNT X**

##### **TORTUOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE— DEFENDANT EVANS INDIVIDUALLY**

**62.** Plaintiff incorporates Paragraphs 1 through 177 as this Paragraph 178 as if fully set forth herein.

**63.** From on or about January 20, 2015 through April 9, 2017, Plaintiff LONG was an employee in good standing with Defendant CDA.

64. That at all pertinent time herein, Defendant EVANS Commissioner of CDA with authority over Plaintiff LONG.

65. That in April 2017, EVANS acting in bad faith and for personal reasons and without any business justification, did maliciously conspire to terminate LONG'S employment with Defendant CDA.

66. UNITED and EVANS published and made false accusations and false statements to the general population concerning LONG's ability to perform his job, his work abilities, and personality. Therese false statements were made in bad faith and for no legitimate business purpose and were known to be false or were made with reckless disregard for the truth and there was actual malice upon the part of the defendants.

67. As a proximate result of the aforesaid interference with Plaintiff's Long's employment relationship with Defendant CDA, and as a proximate result of this defamation, LONG lost his future employment with CDA and has been irreparably damaged and he has lost his job, his income, his fringe benefits and his reputation has been harmed and he has suffered humiliation, mental distress, and severe emotional and other illnesses, causing him substantial Harm.

68. Plaintiff LONG is entitled to an award of punitive damages for the wrongful and malicious acts Defendant EVANS as agent of Defendant CDA to punish her for her wrongful acts and to deter others from acting in a similar manner.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant CDA for all damages, arising out of Defendant's defamation per quod, through Defendant EVANS's actions as agent of Defendant CDA including, but not limited to the following:

- (1) All damages arising out of Plaintiff Long's job termination including, but not limited to, his back pay, front pay;
- (2) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (3) Punitive Damages;
- (4) Compensatory Damages;
- (5) Attorney Fees and Costs; and,

Other and further damages as this Court deems just.

#### **COUNT XI**

#### **INTENTIONAL INFLICTION OF EMOTIONAL HARM-DEFENDANT EVANS INDIVIDUALLY**

**69.** Plaintiff incorporates Paragraphs 1 through 187 as this Paragraph 188 as if fully set forth herein.

**70.** That from January 20, 2017 to the present and at all pertinent times herein, the Plaintiff was an employee in good standing with Defendant CDA.

**71.** That at all pertinent time herein, Defendant EVANS was a Commissioner for Defendant CDA and had authority over Plaintiff LONG.

**72.** That on August 8, 2017 Plaintiff's LONG'S employment with Defendant CDA was involuntarily terminated by Defendant CDA.

**73.** That the involuntary termination was based, in part, on Defendant EVANS's false and defamatory oral statements, made to cause intentional infliction of emotional harm,

**74.** That the Evan's Tweets were based on Defendant EVANS's own false oral and written states of fact describing Plaintiff's purported conduct in the workplace including but not limited to, April 9, 2017.

**75.** That at the time Defendant EVANS made her substantially false oral and written statements about Plaintiff LONG, Defendant EVANS had authority over Plaintiff LONG.

**76.** That, in fact, Defendant EVANS acted with malice and abused any conditional privilege which she had when she made the substantially false oral and written statements about Plaintiff LONG, as the oral and written statements were made with a high degree of awareness of their falsity and with the direct intention to harm Plaintiff LONG and in a reckless disregard of the Plaintiff's rights and the consequences that may result to him.

**77.** That, in light of her position as Commissioner, her conduct was outrageous and intentionally harmful.

**78.** That at the time Defendant EVANS made the substantially false oral and written statements about Plaintiff; she was acting in bad faith against the

interests of Defendant CDA, as she was acting solely for her own gain, for no legitimate business purpose and solely for harming Plaintiff LONG.

**79.** Plaintiff LONG has sustained special damages including but not limited to: loss of employment with Defendant CDA, substantially diminished earnings, diminished benefits of seniority, diminished employment benefits including but not limited to diminished 401K earnings and diminished value of a retirement pension and emotional harm.

**80.** Plaintiff LONG is entitled to an award of punitive damages for the wrongful and malicious acts of Defendant EVANS to punish her for her wrongful acts and to deter others from acting in a similar manner.

**WHEREFORE**, Plaintiff JAMES LONG respectfully requests this Court for judgment in his favor and against the Defendant EVANS for all damages, arising out of her intentional infliction of emotional harm, but not limited to the following:

- (7) All damages arising out of Defendant's termination of employment including, but not limited to, his back pay, front pay;
- (8) Fringe benefits, including vacation, paid leaves of absence, unpaid leaves of absence, insurance coverage, 401K Retirement Plan, Credit Union, and Employee Discounts;
- (9) Punitive Damages;
- (10) Court Costs and Attorney Fees; and

(11) Other and further damages as this Court deems just.

Respectfully Submitted,

By: Ss/Anne M. Beckert  
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PAGE 32 of 32