

Firm No. 34560

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

VINCENT CLARK, II, as Special Administrator)
of the Estate of VINCENT CLARK III, deceased,)
and VINCENT CLARK, II, and)
EBONY M. CLARK, Individually,)

Plaintiffs,)

v.)

Case No.)

LEARN-N-PLAY ALL DAY HOME)
CHILDCARE, KIMBERLY A. WHITE, and)
CHRISTOPHER D. WHITE,)

Defendants.)

COMPLAINT AT LAW

NOW COME the Plaintiffs, VINCENT CLARK, II, as Special Administrator of the Estate of VINCENT CLARK, III, deceased, and VINCENT CLARK, II and EBONY M. CLARK, Individually, by and through their attorneys, SALVI, SCHOSTOK & PRITCHARD P.C.; and complaining of Defendants, LEARN-N-PLAY ALL DAY HOME CHILDCARE (hereinafter "LEARN-N-PLAY"), KIMBERLY A. WHITE, and CHRISTOPHER D. WHITE, state as follows:

GENERAL ALLEGATIONS

1. On and before April 9, 2019, Plaintiffs VINCENT CLARK, II, EBONY CLARK, and VINCENT CLARK, III resided at 1306 Greenbay Avenue, Calumet City, Illinois, 60409, in the County of Cook.

2. On and before April 9, 2019, Plaintiffs VINCENT CLARK, II and EBONY CLARK were the natural parents and guardians of VINCENT CLARK, III.

3. Decedent VINCENT CLARK, III was a minor, having been born on May 30, 2018, and passing away on April 10, 2019, with no probate estate having been opened.

4. The only surviving heirs of Decedent VINCENT CLARK, III are his parents, Plaintiffs VINCENT CLARK, II and EBONY CLARK.

5. Pursuant to 740 ILCS 180/2.1, as the natural parent and guardian of Decedent-Minor VINCENT CLARK, III, Plaintiff VINCENT CLARK, II is qualified to act as the special administrator of the estate of VINCENT CLARK, III.

6. On and before April 9, 2019, Defendant LEARN-N-PLAY had a principal place of business located at 2824 186th Street, Lansing, Illinois, 60438, in the County of Cook.

7. On and before April 9, 2019, Defendant LEARN-N-PLAY was incorporated pursuant to the laws of the State of Illinois.

8. On and before April 9, 2019, Defendant LEARN-N-PLAY was operating as a duly licensed “day care center” under the laws of the State of Illinois.

9. On and before April 9, 2019, Defendant LEARN-N-PLAY’s State of Illinois “day care center” license was pending renewal.

10. On and before April 9, 2019, Defendant LEARN-N-PLAY was operating a “day care center” without a valid State of Illinois license.

11. On and before April 9, 2019, Defendant KIMBERLY A. WHITE resided at 2824 186th Street, Lansing, Illinois, 60438, in the County of Cook.

12. On and before April 9, 2019, Defendant KIMBERLY A. WHITE resided at the same premises as LEARN-N-PLAY, thereby designating LEARN-N-PLAY a “home day care center”.

13. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was the owner of the “day care center” known as LEARN-N-PLAY.

14. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was an employee of the “day care center” known as LEARN-N-PLAY.

15. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was an agent of the “day care center” known as LEARN-N-PLAY.

16. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was an apparent agent of the “day care center” known as LEARN-N-PLAY.

17. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was the operator of the “day care center” known as LEARN-N-PLAY

18. On and before April 9, 2019, Defendant KIMBERLY A. WHITE managed the “day care center” known as LEARN-N-PLAY.

19. On and before April 9, 2019, Defendant KIMBERLY A. WHITE maintained the “day care center” known as LEARN-N-PLAY.

20. On and before April 9, 2019, Defendant KIMBERLY A. WHITE controlled the “day care center” known as LEARN-N-PLAY.

21. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was responsible for the supervision and care of the children enrolled at LEARN-N-PLAY.

22. On and before April 9, 2019, Defendant KIMBERLY A. WHITE hired individuals to work as day care providers at LEARN-N-PLAY.

23. On and before April 9, 2019, Defendant KIMBERLY A. WHITE hired Defendant CHRISTOPHER D. WHITE as a day care provider at LEARN-N-PLAY.

24. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was responsible to ensure that Defendant CHRISTOPHER D. WHITE was a properly-licensed child care provider, pursuant to the laws of the State of Illinois.

25. On and before April 9, 2019, Defendant CHRISTOPHER D. WHITE was an employee of LEARN-N-PLAY.

26. On and before April 9, 2019, Defendant CHRISTOPHER D. WHITE was an agent of LEARN-N-PLAY.

27. On and before April 9, 2019, Defendant CHRISTOPHER D. WHITE was an apparent agent of LEARN-N-PLAY.

28. On and before April 9, 2019, Defendant CHRISTOPHER D. WHITE was responsible for the safety and care of the children at LEARN-N-PLAY.

29. On and before April 9, 2019, Defendant CHRISTOPHER D. WHITE was not a properly-licensed child care provider, pursuant to the laws of the State of Illinois.

30. On January 14, 2019, Plaintiffs VINCENT CLARK, II and EBONY CLARK initially enrolled Decedent VINCENT CLARK, III for day care services at LEARN-N-PLAY.

31. On April 9, 2019, Decedent VINCENT CLARK, III was lawfully on the premises of LEARN-N-PLAY receiving day care or child care services.

32. On April 9, 2019, there were more than seven children receiving day care or child care services on the premises of LEARN-N-PLAY.

33. On April 9, 2019, Defendants KIMBERLY A. WHITE and CHRISTOPHER D. WHITE held themselves out to be child care providers for Decedent VINCENT CLARK, III at LEARN-N-PLAY.

34. On April 9, 2019, there was a product known as a “Graco Pack and Play” on the premises of LEARN-N-PLAY.

35. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was the owner of the subject “Graco Pack and Play”.

36. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was responsible for the maintenance and repair of the subject “Graco Pack and Play”.

37. On April 9, 2019, at approximately 10:30 am, Defendant KIMBERLY A. WHITE put VINCENT CLARK, III down for a nap in the “Graco Pack and Play” playpen, located in the basement of the premises located at 2824 186th Street, Lansing, Illinois, 60438.

38. On April 9, 2019, at approximately 10:30 am, Defendant CHRISTOPHER D. WHITE put VINCENT CLARK, III down for a nap in the “Graco Pack and Play” playpen, located in the basement of the premises located at 2824 186th Street, Lansing, Illinois, 60438.

39. On April 9, 2019, at approximately 10:30 am, VINCENT CLARK, III was put down for a nap in the “Graco Pack and Play” with a blanket.

40. On April 9, 2019, at approximately 10:30 am, VINCENT CLARK, III was left in the “Graco Pack and Play” without a visual monitoring system present.

41. On April 9, 2019, at approximately 10:30 am, VINCENT CLARK, III was left in the “Graco Pack and Play” without an auditory monitoring system present.

42. On April 9, 2019, at approximately 10:30 am, VINCENT CLARK, III was left in the “Graco Pack and Play” and was not being monitored by any representative of LEARN-N-PLAY.

43. On April 9, 2019, from approximately 10:30 am to 12:45 pm, VINCENT CLARK, III was left unattended in the “Graco Pack and Play”.

44. On April 9, 2019, at approximately 12:45 pm, Defendant KIMBERLY A. WHITE discovered that VINCENT CLARK, III was unresponsive and not breathing.

45. On April 9, 2019, at approximately 12:45 pm, Defendant CHRISTOPHER D. WHITE discovered that VINCENT CLARK, III was unresponsive and not breathing.

46. On April 9, 2019, Defendant KIMBERLY A. WHITE did not perform CPR, chest compressions, or any other life-saving measures on VINCENT CLARK, III.

47. On April 9, 2019, Defendant CHRISTOPHER D. WHITE did not perform CPR, chest compressions, or any other life-saving measures on VINCENT CLARK, III.

48. On April 9, 2019, Defendant KIMBERLY A. WHITE was not properly certified in first aid measures, including CPR and the Heimlich Maneuver.

49. On April 9, 2019, Defendant CHRISTOPHER D. WHITE was not properly certified in first aid measures, including CPR and the Heimlich Maneuver.

50. On April 9, 2019, when Emergency Response Technicians arrived at LEARN-N-PLAY, there had been no prior attempts to perform CPR or other life-saving measures on VINCENT CLARK, III.

51. On April 9, 2019, when Emergency Response Technicians arrived at LEARN-N-PLAY, it was noted that VINCENT CLARK, III had been without oxygen for more than 20 minutes.

52. On April 9, 2019, VINCENT CLARK, III was rushed by ambulance to Community Hospital in Munster, Indiana, and was placed on life support.

53. On April 9, 2019, VINCENT CLARK, III was airlifted to the University of Chicago Comer Children's Hospital.

54. On April 10, 2019, VINCENT CLARK, III passed away at the University of Chicago Comer Children's Hospital.

COUNT I
Learn-n-Play
Negligence-Wrongful Death

1-54. Plaintiffs re-state and re-incorporate by reference herein paragraphs 1 through 54 of the General Allegations, as and for paragraphs 1 through 54 of Count I.

55. On and before April 9, 2019, Defendant LEARN-N-PLAY was responsible for the acts of its employees, independent contractors, agents, and/or apparent agents, such as Defendant KIMBERLY A. WHITE.

56. On and before April 9, 2019, Defendant LEARN-N-PLAY was responsible for the acts of its employees, independent contractors, agents, and/or apparent agents, such as Defendant CHRISTOPHER D. WHITE.

57. On and before April 9, 2019, Defendant LEARN-N-PLAY, as a day care center, owed a duty to day care attendees on the premises, such as Decedent VINCENT WHITE, III.

58. On and before April 9, 2019, Defendants LEARN-N-PLAY, as day care center, owed a heightened duty to day care attendees on the premises, such as Decedent VINCENT WHITE, III.

59. On April 9, 2019, Defendants LEARN-N-PLAY, by and through its officers, agents, apparent agents, employees, servants, managers, and other personnel, breached its duty and failed to provide appropriate care, and was negligent in that it:

- a. Failed to supervise Decedent VINCENT CLARK, III;
- b. Failed to observe Decedent VINCENT CLARK, III;
- c. Failed to monitor Decedent VINCENT CLARK, III;
- d. Failed to ensure Decedent VINCENT CLARK, III was safely put down for a nap;
- e. Failed to ensure the "Graco Pack and Play" was in good condition, safe, and free of defects when placing Decedent VINCENT CLARK, III in it for a nap;

- f. Failed to timely and routinely check on Decedent VINCENT CLARK, III while he was napping;
- g. Failed to properly place Decedent VINCENT CLARK, III in an appropriate position in the “Graco Pack and Play”;
- h. Failed to ensure that Decedent VINCENT CLARK, III was not at risk for suffocation while in the “Graco Pack and Play”;
- i. Failed to ensure that caregivers on the premises of the day care were properly certified; and
- j. Failed to appropriately respond and perform life-saving measures on Decedent VINCENT CLARK, III.

60. As a direct and proximate result of one or more of the foregoing negligent acts and/or omissions of Defendant LEARN-N-PLAY, by and through its agents and/or employees, VINCENT CLARK, III suffered injuries of a personal and permanent nature, including but not limited to pain, suffering, and his ultimate death on April 10, 2019.

61. VINCENT CLARK, III left surviving him the following heirs who suffered losses as a result of his death, including pecuniary loss, and the loss of love, society, companionship, grief and sorrow:

- a. Vincent Clark, II, father; and
- b. Ebony Clark, mother.

62. Plaintiffs bring this action on behalf of Decedent VINCENT CLARK, III under the provisions of 740 ILCS 180/1 et seq., commonly known as the Wrongful Death Act.

WHEREFORE, Plaintiffs, VINCENT CLARK, II, as Special Administrator of the Estate of VINCENT CLARK, III, deceased, and VINCENT CLARK, II and EBONY M. CLARK, Individually, demand judgment against the Defendant LEARN-N-PLAY in an amount in excess of \$50,000 (FIFTY THOUSAND DOLLARS) together with the costs of this action.

COUNT II
Kimberly A. White
Negligence-Wrongful Death

1-62. Plaintiffs re-state and re-incorporate by reference herein paragraphs 1 through 54 of the General Allegations, and Count I, including all subparagraphs, for paragraphs 1-62 of Count II.

63. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was responsible for the safety, security, and supervision of day care attendees on the premises of LEARN-N-PLAY, such as Decedent VINCENT WHITE, III.

64. On and before April 9, 2019, Defendant KIMBERLY A. WHITE, as a child caregiver at LEARN-N-PLAY, owed a duty to day care attendees on the premises, such as Decedent VINCENT WHITE, III.

65. On and before April 9, 2019, Defendant KIMBERLY A. WHITE, as a child caregiver at LEARN-N-PLAY, owed a heightened duty to day care attendees on the premises, such as Decedent VINCENT WHITE, III.

66. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was responsible for the acts of her employees, independent contractors, agents, and/or apparent agents at LEARN-N-PLAY, such as Defendant CHRISTOPHER D. WHITE.

67. On and before April 9, 2019, Defendant KIMBERLY A. WHITE was responsible for the acts of LEARN-N-PLAY's employees, independent contractors, agents, and/or apparent agents, such as Defendant CHRISTOPHER D. WHITE.

68. On April 9, 2019, Defendant KIMBERLY A. WHITE had knowledge that Defendant CHRISTOPHER D. WHITE was not a duly-certified child care provider, authorized to work at a "day care center" in the State of Illinois.

69. On April 9, 2019, Defendant KIMBERLY A. WHITE, as an employee, owner, operator, apparent agent, and/or agent of LEARN-N-PLAY, and/or by and through her officers,

agents, apparent agents, employees, servants, managers, and other personnel, breached her duty and failed to provide appropriate care, and was negligent in that she:

- a. Failed to supervise Decedent VINCENT CLARK, III;
- b. Failed to observe Decedent VINCENT CLARK, III;
- c. Failed to monitor Decedent VINCENT CLARK, III;
- d. Failed to ensure Decedent VINCENT CLARK, III was safe and secure when being put down for a nap;
- e. Failed to ensure the “Graco Pack and Play” was in good condition, safe, and free of defects when placing Decedent VINCENT CLARK, III in it for a nap;
- f. Failed to timely and routinely check on Decedent VINCENT CLARK, III while he was napping;
- g. Failed to properly place Decedent VINCENT CLARK, III in an appropriate position in the “Graco Pack and Play”;
- h. Failed to ensure that Decedent VINCENT CLARK, III was not at risk for suffocation while in the “Graco Pack and Play”;
- i. Failed to ensure that caregivers on the premises of the day care were properly certified; and
- j. Failed to appropriately respond and perform life-saving measures on Decedent VINCENT CLARK, III.

70. As a direct and proximate result of one or more of the foregoing negligent acts and/or omissions of Defendant KIMBERLY A. WHITE, by and through her agents and/or employees, VINCENT CLARK, III suffered injuries of a personal and permanent nature, including but not limited to pain, suffering, and his ultimate death on April 10, 2019.

71. As a direct and proximate result of one or more of the foregoing negligent acts and/or omissions of Defendant KIMBERLY A. WHITE, as employee, owner, operator, apparent agent, or agent of LEARN-N-PLAY, VINCENT CLARK, III suffered injuries of a personal and permanent nature, including but not limited to pain, suffering, and his ultimate death on April 10, 2019.

72. VINCENT CLARK, III left surviving him the following heirs who suffered losses as a result of his death, including pecuniary loss, and the loss of love, society, companionship, grief and sorrow:

- c. Vincent Clark, II, father; and
- d. Ebony Clark, mother.

73. Plaintiffs bring this action on behalf of Decedent VINCENT CLARK, III under the provisions of 740 ILCS 180/1 et seq., commonly known as the Wrongful Death Act.

WHEREFORE, Plaintiffs, VINCENT CLARK, II, as Special Administrator of the Estate of VINCENT CLARK, III, deceased, and VINCENT CLARK, II and EBONY M. CLARK, Individually, demand judgment against the Defendant KIMBERLY A. WHITE in an amount in excess of \$50,000 (FIFTY THOUSAND DOLLARS) together with the costs of this action.

COUNT III
Christopher D. White
Negligence-Wrongful Death

1-73. Plaintiffs re-state and re-incorporate by reference herein paragraphs 1 through 54 of the General Allegations, and Count I and Count II, including all subparagraphs, as and for paragraphs 1-73 of Count II.

74. On and before April 9, 2019, Defendant CHRISTOPHER D. WHITE was responsible for the safety, security, and supervision of day care attendees on the premises of LEARN-N-PLAY, such as Decedent VINCENT WHITE, III.

75. On and before April 9, 2019, Defendant CHRISTOPHER D. WHITE, as a child caregiver at LEARN-N-PLAY, owed a duty to day care attendees on the premises, such as Decedent VINCENT WHITE, III.

76. On and before April 9, 2019, Defendant CHRISTOPHER D. WHITE, as a child caregiver at LEARN-N-PLAY, owed a heightened duty to day care attendees on the premises, such as Decedent VINCENT WHITE, III.

77. On April 9, 2019, Defendant CHRISTOPHER D. WHITE was not a duly-certified child care provider, authorized to work at a “day care center” in the State of Illinois.

78. On April 9, 2019, Defendant CHRISTOPHER D. WHITE, as an employee, independent contractor, apparent agent, and/or agent of LEARN-N-PLAY, breached his duty and failed to provide appropriate care, and was negligent in that he:

- a. Failed to supervise Decedent VINCENT CLARK, III;
- b. Failed to observe Decedent VINCENT CLARK, III;
- c. Failed to monitor Decedent VINCENT CLARK, III;
- d. Failed to ensure Decedent VINCENT CLARK, III was safe and secure when being put down for a nap;
- e. Failed to ensure the “Graco Pack and Play” was in good condition, safe, and free of defects when placing Decedent VINCENT CLARK, III in it for a nap;
- f. Failed to timely and routinely check on Decedent VINCENT CLARK, III while he was napping;
- g. Failed to properly place Decedent VINCENT CLARK, III in an appropriate position in the “Graco Pack and Play”;
- h. Failed to ensure that Decedent VINCENT CLARK, III was not at risk for suffocation while in the “Graco Pack and Play”;
- i. Failed to maintain proper and lawful certification as a caregiver on the premises of the day care; and
- j. Failed to appropriately respond and perform life-saving measures on Decedent VINCENT CLARK, III.

79. As a direct and proximate result of one or more of the foregoing negligent acts and/or omissions of Defendant CHRISTOPHER D. WHITE, VINCENT CLARK, III suffered injuries of a personal and permanent nature, including but not limited to pain, suffering, and his ultimate death on April 10, 2019.

80. VINCENT CLARK, III left surviving him the following heirs who suffered losses as a result of his death, including pecuniary loss, and the loss of love, society, companionship, grief and sorrow:

- e. Vincent Clark, II, father; and
- f. Ebony Clark, mother.

81. Plaintiffs bring this action on behalf of Decedent VINCENT CLARK, III under the provisions of 740 ILCS 180/1 et seq., commonly known as the Wrongful Death Act.

WHEREFORE, Plaintiffs, VINCENT CLARK, II, as Special Administrator of the Estate of VINCENT CLARK, III, deceased, and VINCENT CLARK, II and EBONY M. CLARK, Individually, demand judgment against the Defendant CHRISTOPHER D. WHITE in an amount in excess of \$50,000 (FIFTY THOUSAND DOLLARS) together with the costs of this action.

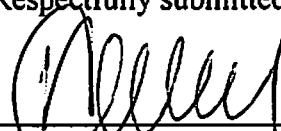
COUNT IV
Family Expense Act
Learn-n-Play, Kimberly White, and Christopher White

1-81. Plaintiffs re-state and re-incorporate by reference paragraphs 1-54 of the General Allegations, as well as Counts I, II, and III, including all subparagraphs, as and for paragraphs 1-81 of Count IV.

82. As a direct and proximate result of one or more of the foregoing negligent acts and/or omissions by Defendants LEARN-N-PLAY, KIMBERLY A. WHITE, and CHRISTOPHER D. WHITE, the Estate of VINCENT CLARK, III has become liable for certain medical, funeral, and burial expenses, and therefore, the Estate of VINCENT CLARK, III is entitled to recover such expenses.

WHEREFORE, Plaintiffs, VINCENT CLARK, II, as Special Administrator of the Estate of VINCENT CLARK, III, deceased, and VINCENT CLARK, II and EBONY M. CLARK, Individually, demand judgment against the Defendants LEARN-N-PLAY, KIMBERLY A. WHITE, and CHRISTOPHER D. WHITE in an amount in excess of \$50,000 (FIFTY THOUSAND DOLLARS) together with the costs of this action.

Respectfully submitted,



One of the attorneys for the Plaintiffs

Patrick A. Salvi, II
Heidi L. Wickstrom
SALVI, SCHOSTOK & PRITCHARD, P.C.
161 N. Clark Street, Suite 4700
Chicago, IL 60601
T: (312) 372-1227
F: (312) 372-3720
psalvi2@salvilaw.com
hwickstrom@salvilaw.com