

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

<b>██████████ and BYRON MILES,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	<b>Case No.</b>
<b>v.</b>	)	
	)	
<b>VILLAGE OF DOLTON, THORNTON</b>	)	<b>Plaintiffs Demand a Trial By Jury</b>
<b>TOWNSHIP, ANDREW HOLMES and</b>	)	
<b>MAYOR TIFFANY L. HENYARD,</b>	)	
	)	
<b>Defendants.</b>	)	

**COMPLAINT**

NOW COME, ██████████”) and Byron Miles (“Miles”) (collectively “Plaintiffs”), by and through their undersigned counsel and for their Complaint against the Village of Dolton, Thornton Township and Mayor Tiffany Henyard, state as follows:

**Parties**

1. On or about May 26, 2023, ██████████ was an administrative assistant for the Village of Dolton (“Dolton”) and Thornton Township (“Thornton”). Miles was a law enforcement officer for the Village of Dolton assigned to a specific duty to protect the Mayor of Dolton and Supervisor of Thornton Township, Tiffany Henyard. (“Henyard”).
2. ██████████ was paid a salary by Thornton and she was paid hourly by Dolton.
3. Miles was a salaried law enforcement officer for Dolton.
4. Andrew Holmes (“Holmes”) was and is a Trustee for Dolton.

### **The Las Vegas Conference**

5. Prior to May 26, 2023, Henyard advised Dolton and Thornton that she was going to be attending a conference in Las Vegas with various employees from Dolton and Thornton.

6. Henyard arranged for an entourage of 13 people to join her from Dolton and Thornton at the conference. They included Trustee Andrew Holmes, two members of Henyard's security detail, two administrative assistants of Henyard's, the Village Engineer, two trustees from Thornton, a photographer and some others.

7. On information and belief, Thornton purchased the airfares for many, if not all of Henyard's invitees.

8. Officer Miles, as a member of Henyard's security detail, was ordered to attend the out of state conference along with another officer on the detail during the relevant timeframe.

9. ██████ was one of Henyard's assistants who also traveled to Las Vegas.

10. On the evening of the last day of the conference before returning to Chicago May 26, 2023, ██████ and Miles attended a dinner with almost all of the members of Henyard's entourage.

11. After the dinner, ██████ went out with Trustee Holmes. ██████ believed she knew Holmes well and thought of him as an uncle. He was significantly older than she was.

12. At some point during the evening, ██████ started to feel disoriented, a feeling different than what one would experience with alcohol, and she advised Holmes of the same.

13. ██████ recalls feeling extremely light-headed, as if the ground was moving, and from that point she blacked out and did not recall anything else until the morning.

### **Trustee Holmes' Call**

14. That same evening, Officer Miles received a call from Holmes on his cell phone.

15. Officer Miles knew Trustee Holmes through his dealings with the Board of Trustees while on the Mayor's and Supervisor's detail, but he had no outside personal relationship with Trustee Holmes.

16. Holmes began describing a host of his exploits from the trip, many of a sexual nature, to Officer Miles.

17. Officer Miles did not invite the conversation and had never been involved in a conversation with Trustee Holmes where such issues had been raised previously. Officer Miles believed the Trustee may have been intoxicated.

18. At some point during his rant, Trustee Holmes made reference to him engaging in sexual activities with a Dolton/Thornton employee, [REDACTED], and there was some suggestion that [REDACTED] may not have had the ability to consent and/or did not provide consent.

19. Officer Miles, as a law enforcement officer, began to record the call at that juncture and asked Trustee Holmes to repeat himself on a number of points.

20. Trustee Holmes then asked Officer Miles if he had an iPhone.

21. Officer Miles indicated that he did.

22. Trustee Holmes then face-timed Officer Miles.

23. Officer Miles could see that Trustee Holmes had his shirt off and appeared to have exerted himself.

24. Trustee Holmes then panned the camera toward a bed where Officer Miles could see a woman, [REDACTED], who was partially undressed.

25. The Trustee then moved the camera to various private areas of [REDACTED]'s body displaying them on screen and at times moving or removing articles of clothing as he transmitted the images.

26. Officer Miles could not tell at that stage whether [REDACTED] had consented or not, or was capable of the same, and requested that Trustee Holmes terminate the transmission.

### **The Following Day**

27. When [REDACTED] woke up, she found she was in Trustee Holmes' hotel room, fully dressed. She was embarrassed as she believed she had blacked out and could not recall the night's events. She was disoriented, and could not find many of her belongings, such as her wallet.

28. Physically she was experiencing some discomfort, but she attributed it to her menstrual cycle as she did not believe Trustee Holmes would have engaged in any inappropriate activity and she never had any romantic or physical interest in Trustee Holmes.

29. After realizing she did not have her identification, she grew concerned she would not be permitted to travel. [REDACTED] contacted Officer Miles in some distress, and recounted as much as she could of the situation and her dilemma. She advised Officer Miles where she woke up and that she could not find her wallet. She was concerned she would not be permitted to travel back to Chicago without her ID.

30. Officer Miles assisted in trying to help [REDACTED] with her ID situation, but she relayed nothing more about her knowledge of any actions with Trustee Holmes.

### **[REDACTED] Reports the Trustee's Conduct to Mayor/Supervisor Henyard**

31. Shortly after returning to Dolton, Officer Miles continued to serve in his role as a member of Henyard's security detail.

32. At some point during that time, Trustee Holmes was in communication with Officer Miles and again Trustee Holmes made reference to his exploits in Las Vegas. Trustee Holmes

further advised Officer Miles at that time that he had unprotected sex with ██████████ while in Las Vegas.

33. Based on his prior conversation with ██████████, Officer Miles suspected ██████████ was unaware that Trustee Holmes had engaged in unprotected sex with her. He subsequently reached out to ██████████ and advised her that she should get medical care if she was still not feeling well and that he had information he needed to provide to her.

34. ██████████ was in significant distress upon hearing this information and said she would seek medical attention. Officer Miles met her shortly thereafter and advised her of the facts relayed to him by Trustee Holmes. ██████████ was in severe emotional distress as a result and said she needed to speak with Mayor/Supervisor Henyard.

35. Within a very short period of time, ██████████ requested a meeting with her boss Mayor/Supervisor Henyard.

36. Officer Miles, as a member of Henyard's security detail, drove Henyard to 14121 Martin Luther King Drive, an old bank and campaign office of Henyard, to meet with ██████████. Officer Miles secured the location walking through it and then brought Henyard into the office. No one else was in attendance except Henyard, Officer Miles and ██████████.

37. ██████████ advised Henyard that while in Las Vegas she had been out with Trustee Holmes the evening before they came back to Chicago. She indicated that she believed Trustee Holmes gave her something to drink and that shortly thereafter she became very unsteady and lost her sense of balance. ██████████ said she had no recollection of anything that occurred thereafter until she awoke in Trustee Holmes' room the next morning. She indicated that she would never have agreed to relations with Trustee Holmes as he is substantially older than she was and she thought of him as an uncle.

38. ██████ then advised Henyard that Trustee Holmes was saying that he had unprotected sex with her in Las Vegas and had told as much to Officer Miles.

39. After hearing the female employee's complaint and factual retelling, Henyard asked Officer Miles what he knew about what ██████ was suggesting.

40. Officer Miles proceeded to describe what he witnessed during the call with Trustee Holmes and advised that he had a recording of a portion of the communication. He relayed all information he had to the Mayor surrounding Trustee Holmes' communications and what he had told ██████.

41. Henyard reacted in shock and immediately questioned Officer Miles as to why Trustee Holmes would have called him.

42. Officer Miles indicated that he did not know why Trustee Holmes called him other than to brag.

43. ██████ was in significant distress following Officer Miles' recitation of what he witnessed.

44. Henyard then advised ██████ that if the information got out Henyard would be ruined and all of the work she had done would be lost. She asked ██████ if that is what she wanted to come out of this.

45. ██████ indicated that she did not want to hurt Henyard or ruin the projects Henyard had undertaken as Mayor and Supervisor.

46. Henyard specifically told ██████ in front of Officer Miles that she would take care of it and/or handle it, and that ██████ should trust her.

47. Shortly thereafter, Mayor/Supervisor Henyard called Kamal Woods. On information and belief, Mr. Woods is Henyard's boyfriend.

48. Mr. Woods came to the meeting place and met with ██████ who relayed all of the same information to Mr. Woods. Officer Miles was not in the room when Woods and ██████ spoke. ██████ did not believe the Mayor's boyfriend was a Village and/or Township employee and she was uncertain how he figured into Henyard's plan, but she trusted Henyard when Henyard said she would take care of it and thus opened up to Mr. Woods.

49. After the meeting between Woods and ██████, Mr. Woods approached Officer Miles, made some comments about the situation and then said something to the effect that none of this would have come up if it was not for Officer Miles. Miles was uncertain if Woods meant that in a positive way or a negative way.

#### **The Ramifications to Dukes for Reporting What Occurred**

50. Within days of the meeting with Henyard, Woods, and Officer Miles, ██████ was advised that she was being placed on leave although she did not request it and advised that she should take some time off.

51. She learned shortly thereafter that the leave was not paid leave and that someone designated it as unpaid leave under the Family and Medical Leave Act ("FMLA"), 29 U.S.C. § 2601 *et seq.*, although she never requested FMLA leave.

52. When ██████ subsequently asked if she could return to work she was stonewalled for a period and then ultimately told she could not return without a doctor advising it was appropriate.

53. ██████ inquired about what sort of doctor this would require and what any supposed note would need to say. ██████' inquiries were not returned and she was effectively terminated from both Thornton and Dolton.

54. ██████ has been unable to find comparable employment since her termination.

## **The Ramifications to Officer Miles for Reporting What Occurred**

55. Within days of the meeting with Henyard, Woods, and [REDACTED] Officer Miles was advised that he was being removed from the Mayor's security detail and returned to patrol duty.

56. In the ensuing months, Officer Miles was subjected to a host of retaliatory actions for speaking truthfully and coming forward as a witness of what he believed was either sexual harassment/exploitation of [REDACTED], a hostile work environment, or possibly criminal conduct.

57. By way of example, after being demoted to patrol duty, while at the Dolton Police Station doing a report, Officer Miles noticed a member of Henyard's security detail bringing in left-over food from one of Henyard's events earlier that day, something that was customary. When Officer Miles attempted to make small talk with the officer on the Mayor's detail while he was bringing in the food, Officer Miles was advised that members of the detail were told they cannot and shall not communicate with Miles by directive from the Mayor.

58. By way of further example, at Dolton's Halloween event, Miles was told that he needed to attend by one of his superiors. It was Miles' day off but he attended as ordered.

59. While handing out candy and/or generally participating in the Halloween event, Miles and Trustee Holmes saw each other at the event. No words were exchanged but Trustee Holmes quickly got on his phone. Very shortly thereafter, Officer Miles was told the Mayor would be in attendance as well, and that he needed to leave and serve a patrol function.

60. Officer Miles advised his superior that he did not have his duty weapon, that he was unprepared for patrol duty as it was his day off and that he did not know why he had to leave.

61. Miles was ordered to leave, which he did.



62. Miles subsequently notified another of his superiors what had happened and suggested that there was a concerted effort to keep him away from Henyard and Trustee Holmes. Miles communicated this belief by text message.

63. Miles's superior told him he would be contacted by the department.

64. Miles did not know if this meant his complaint would be communicated to the appropriate personnel, or if this was being turned on him to somehow serve as a negative employment action.

65. The following day Miles was notified by members of command staff that he was required to attend a meeting with leadership and that needed to bring his work credentials (police badge and work ID). Such a request customarily comes when an officer is to be relieved of duty temporarily/permanently.

66. Miles reached out to his union representative who indicated she would inquire. Miles advised the union representative that he intended to file retaliation charges if Dolton Police Department took adverse employment action against him.

67. Miles was subsequently advised by his union representative that she communicated his information to the department and that he would receive an oral reprimand for the manner in which he communicated with his superior by text, and that he did not need to turnover his work credentials.

68. By way of further examples, Miles was thereafter subjected to criticism unlike his peers for various behaviors, such as not writing enough tickets and for remaining on a duty-roster for another municipality.

69. Most recently, on or around January 1, 2024, Miles was involved in an incident where a suspect collided with Miles's police vehicle during a call/arrest causing Miles significant injuries.

70. Miles had significant pain in his neck and back and was taken to an emergency room where he was placed on Injured Off Duty ("IOD") leave.

71. The emergency room indicated that Miles could not return to duty for three days until January 4.

72. In the interim, Miles made an appointment with his primary care physician which was to take place on January 8.

73. On January 4, Miles was contacted by his superior and told he needed to report to work in just over one hour.

74. Officer Miles wrote back to his superior and advised him that he was on IOD leave and that further, January 4 was his regular day off. He asked his superior if he was aware of these facts and whether he still wanted Miles to return to work.

75. Miles's superior responded "Yes."

76. Miles reported to work at the designated time even though he was in significant pain, on pain medications and it was his day off. His superior advised him that he could sit at a desk and perform light-duty work.

77. It was evident there was no emergency or exigent circumstance requiring that Miles return to work.

78. After some time sitting in the chair, Miles found himself in significant pain. The Chief of Police asked him how he was doing and Miles advised him "not well." The Chief responded, "Aww you're fine.. you'll be alright!" while making a dismissive gesture.

79. As more time passed the pain increased to the point where Miles had to be taken from the station to the emergency room as a result of the pain.

80. Miles was advised by the medical professionals at the hospital not to return to work until January 9, 2024.

81. On January 8, 2024, Miles saw his primary care physician who examined Miles and indicated that Miles could not return to active duty until January 23, 2024, and also referred Miles to a neurologist.

82. That same day, January 8, Miles provided his superiors with a letter stating the same from his physician.

83. On January 9, 2024, at approximately 5:16 PM, Miles was advised by his command staff, "You have an appointment with the Company Doctor tomorrow at 10:00 AM." Miles was provided with an address and told verbally that if he did not go to the appointment it could be "very bad" for him.

84. Still in pain, Miles complied and went to the appointment made for him by his superiors the next day; Miles was sent home by the clinic with a letter stating they could not see him based on the note provided by his primary care physician.

85. Both [REDACTED] and Miles timely filed complaints against Defendants Dolton, Thornton and Henyard with the Illinois Department of Human Rights and timely notified the Department of their intention to opt out of the Department's process and pursue their claims before this Court.

**COUNT I**  
**Violation of the Illinois Human Rights Act**  
**(by [REDACTED] against Dolton, Thornton and Henyard)**

86. Plaintiff, [REDACTED], restates and incorporates paragraphs 1-85 into this paragraph as if fully set forth herein.

87. At all relevant times herein there was in effect in Illinois the Illinois Human Rights Act 775 ILCS 5/2-101 (the “Act”).

88. The Act states in relevant part:

(E) Sexual Harassment. "Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties.

(E-1) Harassment. "Harassment" means any unwelcome conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, citizenship status, or work authorization status that has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties.

89. The Act further provides:

Sec. 6-101. Additional civil rights violations under Articles 2, 4, 5, and 5A. It is a civil rights violation for a person, or for 2 or more persons, to conspire to:

(A) Retaliation. Retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination, sexual harassment in employment, sexual harassment in elementary, secondary, and higher education, or discrimination based on arrest record, citizenship status, or work authorization status in employment under Articles 2, 4, 5, and 5A, because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under this Act, or because he or she has requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by this Act;

(B) Aiding and Abetting; Coercion. Aid, abet, compel, or coerce a person to commit any violation of this Act.

90. As a result of [REDACTED] providing notice of the sexual harassment/assault/retaliation she experienced she has suffered the loss of her employment and subsequent damages, including mental anguish, in violation of the Illinois Human Rights Act, for which Plaintiff [REDACTED] requests, back-pay, front-pay, punitive damages, attorneys' fees, prejudgment interest, expenses and costs, and any and all further relief permitted by law.

**COUNT II**  
**Assault and Battery**  
**(by [REDACTED] against Holmes)**

91. Plaintiff, [REDACTED], restates and incorporates paragraphs 1-85 into this paragraph as if fully set forth herein.

92. Trustee Holmes intentionally contacted and/or touched the body of Plaintiff [REDACTED] in an unwanted fashion, without Plaintiff [REDACTED] consent or acknowledgement.

93. Trustee Holmes' behavior caused Plaintiff [REDACTED] a reasonable apprehension of an imminent, offensive contact, which ultimately occurred.

94. As a result, Plaintiff [REDACTED] has suffered substantial physical and emotional harm as a result of Trustee Holmes' actions.

**COUNT III**  
**Civil Remedies for Nonconsensual Dissemination of Private Sexual Images Act**  
**(by [REDACTED] against Holmes)**

95. Plaintiff, [REDACTED], restates and incorporates paragraphs 1-85 into this paragraph as if fully set forth herein.

96. At all relevant times there was in effect in Illinois, the Civil Remedies for Nonconsensual Dissemination of Private Sexual Images Act. (740 ILCS 190/1). ("PSIA")

97. The PSIA provides in relevant part:

Sec. 10. Civil action.

(a) Except as otherwise provided in Section 15, if a depicted individual is identifiable to a reasonable person and suffers harm from the intentional dissemination or threatened dissemination by a person over the age of 18 of a private sexual image without the depicted individual's consent, the depicted individual has a cause of action against the person if the person knew:

- (1) the depicted individual did not consent to the dissemination;
- (2) the image was a private sexual image; and
- (3) the depicted individual was identifiable.

98. Trustee Holmes violated the PSIA when he transmitted a private sexual image of ██████ to Officer Miles.

99. ██████ never consented to the transmission of said images and was identifiable to Officer Miles in the transmission.

100. The PSIA further provides:

Sec. 25. Remedies.

(a) In an action under this Act, a prevailing plaintiff may recover:

(1) the greater of:

(A) economic and noneconomic damages proximately caused by the defendant's dissemination or threatened dissemination, including damages for emotional distress whether or not accompanied by other damages; or

(B) statutory damages, not to exceed \$10,000, against each defendant found liable under this Act for all disseminations and threatened disseminations by the defendant of which the plaintiff knew or reasonably should have known when filing the action or that became known during the pendency of the action. In determining the amount of statutory damages under this subsection, consideration shall be given to the age of the parties at the time of the disseminations or threatened disseminations, the number of disseminations or threatened disseminations made by the defendant, the breadth of distribution of the image by the defendant, and other exacerbating or mitigating factors;

(2) an amount equal to any monetary gain made by the defendant from dissemination of the private sexual image; and

(3) punitive damages.

(b) In an action under this Act, the court may award a prevailing plaintiff:

(1) reasonable attorney's fees and costs; and

(2) additional relief, including injunctive relief.

#### **COUNT IV**

#### **Violation of the Illinois Human Rights Act (by Miles against Dolton, Thornton and Henyard)**

101. Plaintiff, Byron Miles, restates and incorporates paragraphs 1-85 into this paragraph as if fully set forth herein.

102. At all relevant times herein, the Act was in effect.

103. The Act states in relevant part:

(E) Sexual Harassment. "Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties.

(E-1) Harassment. "Harassment" means any unwelcome conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, citizenship status, or work authorization status that has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties.

104. The Act further provides:

Sec. 6-101. Additional civil rights violations under Articles 2, 4, 5, and 5A. It is a civil rights violation for a person, or for 2 or more persons, to conspire to:

(A) Retaliation. Retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination, sexual harassment in employment, sexual harassment in elementary, secondary, and higher education, or discrimination based on arrest record, citizenship status, or work authorization status in employment under Articles 2, 4, 5, and 5A, because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under this Act, or because he or she has requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by this Act;

(B) Aiding and Abetting; Coercion. Aid, abet, compel, or coerce a person to commit any violation of this Act.

105. As a result of Miles's willingness to serve as a witness to the sexual harassment/retaliation he witnessed both in Las Vegas and in Dolton, Miles has been demoted, passed over for promotions, subjected to reprimands that he should not have, called in from IOD leave and called in on his days off purely to harass him in violation of the Illinois Human Rights Act.

WHEREFORE, Plaintiffs Byron Miles and [REDACTED], respectfully request that this honorable court, grant Plaintiffs back-pay, front-pay, punitive damages, attorneys' fees, prejudgment interest, expenses and costs under the Illinois Human Rights Act; grant [REDACTED] back-pay, front-pay, punitive damages, attorneys fees, prejudgment interest, expenses and costs, and statutory damages under the Private Sexual Images Act; grant [REDACTED] actual and punitive damages for assault and battery, and grant both Plaintiffs any and all further relief permitted by law.



Respectfully submitted,

s/ Robert D. Sweeney

Robert D. Sweeney

Nicole E. DiOrio

SWEENEY, SCHARKEY & BLANCHARD, LLC

230 West Monroe Street, Suite 1500

Chicago, Illinois 60606

Tel. (312) 384-0500

rsweeney@ssbpartners.com

ndiorio@ssbpartners.com

*Counsel for [REDACTED] and Byron Miles*