

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

DWAYNE THRASH, an individual,)	Case No.:
)	
Plaintiff,)	Judge:
v.)	
)	Magistrate Judge:
THORNTON TOWNSHIP, a municipal corporation;)	
TIFFANY HENYARD, in her individual and official)	
capacity; KEITH FREEMAN, in his individual and)	
official capacity,)	<u>JURY TRIAL DEMANDED</u>
)	
Defendants.)	

VERIFIED COMPLAINT

NOW COMES the Plaintiff, DWAYNE THRASH, by and through his attorneys, Custardo Law LLC, for his Verified Complaint against the Defendants, THORNTON TOWNSHIP, a municipal corporation; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, and in support thereof states and alleges as follows:

NATURE OF THE ACTION

1. This is a federal-question action involving claims under 28 U.S.C. § 1337, alleging violations of the First and Fourteenth Amendments of the Constitution of the United States of America, and common law under Illinois law (common law retaliatory discharge). THRASH was discharged from his employment with the THORNTON TOWNSHIP in retaliation for expressing his freedom of speech.

PARTIES

2. Plaintiff, DWAYNE THRASH (“THRASH”), is an individual that resides in Cook County, Illinois, and has been an Illinois resident at all relevant times herein.

3. Defendant, THORNTON TOWNSHIP, is a public body located in Cook County, Illinois, which was where THRASH was employed at all relevant times herein.

4. Defendant, TIFFANY HENYARD (“Henyard”), is an individual that resides in Dolton, Illinois and was at all relevant times herein the Mayor of the Village of Dolton and the Supervisor of THORNTON TOWNSHIP.

5. Defendant, KEITH FREEMAN (“FREEMAN”), is an individual that resides in Cook County, Illinois and was at all relevant times herein the Village Administrator of the Village of Dolton as well as employed as a Special Assistant to the Supervisor of THORNTON TOWNSHIP.

JURISDICTION AND VENUE

6. The Court has subject matter jurisdiction in this action pursuant to 28 U.S.C. § 1337 and the First and Fourteenth Amendments of the Constitution of the United States of America.

7. The Court has original jurisdiction pursuant to 42 U.S.C. § 1983 because THRASH asserts claims that arise under the laws of the United States, namely, the First and Fourteenth Amendments of the Constitution of the United States of America.

8. The Court has supplemental jurisdiction over THRASH’s state-law claims pursuant to 28 U.S.C. § 1367 because those claims are so related to THRASH’s federal-question claims that they form part of the same case or controversy.

9. Venue is proper in this district pursuant to 28 U.S.C. 1391(a) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

FACTS

10. THRASH began working for THORNTON TOWNSHIP in or around 2003, as a Maintenance Manager.

11. In April 2021, THRASH was elected to serve as President of the Thornton Township Trustees of Schools (the “Township School Board”) with his term to end in April 2027.

12. After winning the Township School Board position, THRASH continued to work with THORNTON TOWNSHIP as a Maintenance Manager.

13. In or around August 2022, the attorney for the Township School Board, Stanley Kusper of Kusper & Raucci Chartered, retired and Sarie E. Winner Keller of Forum Advising LLC d/b/a “Winner Law” took over as attorney for the Township School Board.

14. In April 2023, Andrew Holmes (“Holmes”) was elected to serve as a Trustee on the Township School Board with his term to end in April 2029.

15. Holmes is also a Trustee on the Village of Dolton Board of Trustees, having first been elected in 2019 and reelected in 2023.

16. Holmes is a close political ally of HENYARD and FREEMAN.

17. In early April 2023, FREEMAN approached THRASH about FREEMAN and HENYARD’s plans to take over and make changes to the Township School Board since Holmes had been elected to the Township School Board.

18. In early April 2023, THORNTON TOWNSHIP approved of a \$10,000 raise in annual compensation for THRASH in his role as Maintenance Manager, to take effect in late May 2023.

19. In early April 2023 through early May 2023, FREEMAN took THRASH out to multiple breakfasts and lunches to discuss FREEMAN and HENYARD’s plan to make changes to the Township School Board.

20. During one of these meetings in either late April 2023 or early May 2023, FREEMAN specifically discussed wanting to bring his preferred law firm, Del Galdo Law Group LLC, as the Sole Board Attorney and Counsel for the Township School Board, necessitating the termination of Sarie E. Winner Keller’s role as attorney.

21. During that meeting, Michael T. Del Galdo, Senior Partner and Managing Member of the Del Galdo Law Group LLC called THRASH and asked THRASH something to the effect of: “are

you going to go along with it?” referring to FREEMAN and HENYARD’s plan to install the Del Galdo Law Group LLC as the attorneys for the Township School Board.

22. In response, THRASH said he had to think about it.

23. On May 12, 2023, FREEMAN posted an unauthorized Public Notice on the Township School Board office stating that a Special Meeting of the Township School Board would be convened on May 15, 2023, at 3:30 PM; and FREEMAN included an Agenda therewith.

24. The Agenda for the Special Meeting included: (1) the installing of new Township School Board Trustee Andrew Holmes; (2) terminating the Township School Board’s relationship with its then-current attorney Sarie E. Winner Keller in order to appoint the Del Galdo Law Group LLC as the Sole Board Attorney and Counsel for the Township School Board, as well as (3) the removal of the current Treasurer and appointment of a new Treasurer.

25. On or about Sunday, May 14, 2023, on Mother’s Day, HENYARD and FREEMAN called THRASH to see if THRASH was going to attend the Special Meeting and go along with HENYARD and FREEMAN’s plans.

26. In response thereto, THRASH told HENYARD and FREEMAN something to the effect of “you want to fire everyone in the office and I’m not going to go along with that.”

27. On May 15, 2023, the unauthorized Special Meeting for the Township School Board convened; however, THRASH and Martin Lareau, the other Township School Board Trustee, refused to attend, as it was not a legitimately sanctioned meeting of the Township School Board.

28. At this Special Meeting, which was attended upon information and belief by HENYARD and FREEMAN, Andrew Holmes was installed as a Trustee.

29. However, because a quorum was not present, due to THRASH and Lareau not being present, the Del Galdo Law Group LLC was not installed as the Sole Board Attorney and Counsel for the Township School Board.

30. Between May 28, 2023 and June 3, 2023, THRASH went on a scheduled vacation from his position of Maintenance Manager of THORNTON TOWNSHIP.

31. On June 14, 2023, THRASH received a call from Dr. Jerry L. Weems, the Executive Director of Transitional Operations at THORNTON TOWNSHIP, in which Dr. Weems informed THRASH that his employment with THORNTON TOWNSHIP had been terminated effective immediately due to “misconduct” and “insubordination.”

32. Dr. Weems later emailed THRASH a copy of the termination letter, as well, along with copies of supposedly legitimate writeups for “insubordination” and “misconduct” that were placed in THRASH’s personnel file.

33. The Notice of Termination stated that on April 28, 2023, THRASH had failed to “punch in and out appropriately” and that on May 30, 2023, THRASH was disciplined for “insubordination and unsatisfactory work performance.”

34. However, these writeups were supposedly created while THRASH was on approved vacation time and THRASH never seen them nor he was notified of the existence of the writeups.

35. While employed with THORNTON TOWNSHIP, THRASH was a dedicated employee that enjoyed the work he did, and he planned to stay with THORNTON TOWNSHIP for the remainder of his career.

36. THRASH has worked hard to earn and maintain a good personal and professional reputation as a public servant, and as a result enjoys a good personal and professional reputation as a public servant in the community, having worked for THORNTON TOWNSHIP for over 20 years.

37. Ever since HENYARD became Mayor of the Village of Dolton and Supervisor of THORNTON TOWNSHIP, she and her closest allies within the Village of Dolton and THORNTON TOWNSHIP, including FREEMAN, have terminated the employment of several

individuals they feel pose a political threat to Henyard and her public image, and/or who run afoul of HENYARD and/or FREEMAN by defying their wishes.

38. The stated reasons for these terminations are usually pretextual and contrived, while the real reason is usually malicious, paranoid, and based on some kind of perceived fear of disloyalty and/or risk of bad press for HENYARD.

39. As such, THORNTON TOWNSHIP has a well-settled and widespread policy of retaliating against employees for their speech and/or associations; terminating the employment of employees if they posed any kind of perceived political risk to HENYARD, or if they don't completely fall in line with the totalitarian agenda of HENYARD and FREEMAN.

40. THORNTON TOWNSHIP's Employee Policy & Procedure Manual includes policies and procedures on progressive discipline, including verbal warnings, written warnings, suspensions, demotions, before final termination; however, these policies were not followed by THORNTON TOWNSHIP when they terminated THRASH's employment.

41. THRASH was terminated without a pre-termination or post-termination hearing.

42. As a result of his termination, THRASH suffered emotional and economic harm.

COUNT I
FIRST AMENDMENT RETALIATION UNDER 42 U.S.C. § 1983
FREEDOM OF SPEECH
AGAINST ALL DEFENDANTS

NOW COMES the Plaintiff, DWAYNE THRASH, for his Complaint against the Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, for a violation of 42 U.S.C. § 1983 (“§ 1983”), a violation of THRASH'S First Amendment (as incorporated through the Fourteenth Amendment) Rights of Free Speech, and in support thereof states and alleges as follows:

1-42. THRASH restates and realleges paragraphs 1-42 as though fully set forth herein.

43. Defendants violated THRASH'S free speech rights because they terminated THRASH'S employment in retaliation for defying FREEMAN and HENYARD by not simply rubber-stamping their choice for Township School Board attorney. As President of the Township School Board, as well as THORNTON TOWNSHIP resident and taxpayer, and a THORNTON TOWNSHIP employee, THRASH felt that it was an important matter of public concern who would serve as Township School Board attorney, and he was simply doing the job that voters elected him to by refusing to go along with Defendants' unlawful schemes and conspiracies.

44. The termination of THRASH's employment amounts to a constitutional deprivation.

45. THRASH's vocal refusal to go along with Defendants' unlawful schemes and conspiracies during the Mother's Day phone call with HENYARD and FREEMAN and refusal to attend the unauthorized Special Meeting was within his free speech rights; and Defendants discharged THRASH for reasons that infringed upon his constitutionally protected interest in freedom of speech.

46. The speech THRASH engaged in was constitutionally protected and the Defendants retaliated against him because of that speech. As such, THRASH can establish that his alleged constitutional deprivations were motivated by his free speech.

47. While THRASH was a public employee, his speech is constitutionally protected and his interest in expressing himself was as a private citizen on a matter of public concern, which outweighs any injury the speech could cause to THORNTON TOWNSHIP'S interest in promoting effective and efficient public service. Additionally, the performance of his job as President of the Township School Board was wholly separate from the performance of his job as a Maintenance Manager for THORNTON TOWNSHIP.

48. The interest of THRASH commenting on the matter is not outweighed by THORNTON TOWNSHIP's interest in promoting effective and efficient public service.

49. THRASH'S speech was "at least a motivating factor" or a "sufficient condition" of Defendants' decision to terminate his employment with the Village. As such, the protected activity and the adverse action are not wholly unrelated.

50. THRASH'S constitutional injury (his termination) was caused by persons with final policymaking authority—FREEMAN as Special Assistant to the Supervisor of THORNTON TOWNSHIP and HENYARD as Supervisor of THORNTON TOWNSHIP.

51. The temporal proximity of THRASH'S free speech and his termination cannot be denied. THRASH was terminated merely one (1) month after the unauthorized Township School Board Special Meeting that THRASH refused to attend and participate in.

52. Defendants cannot provide a non-retaliatory reason for the adverse action and the Defendants' proffered reasons of supposed "misconduct" and "insubordination" are mere pretext for retaliation.

53. Any evidence of "disciplinary action" against THRASH for "misconduct" and "insubordination" were fabricated by Defendants. Instead, the real reason for the termination was due to THRASH not simply rubber-stamping HENYARD and FREEMAN's choice for Township School Board attorney and refusing to attend the unauthorized Township School Board Special Meeting.

54. Defendants had no real reason to terminate THRASH'S employment. THRASH worked for THORNTON TOWNSHIP for over twenty (20) years and was meeting all his employer's reasonable expectations. To be terminated for simply doing his job as President of the Township School Board shows there was animosity towards THRASH for defying FREEMAN and HENYARD.

WHEREFORE, Plaintiff, DWAYNE THRASH, respectfully requests that judgment be entered against Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual

and official capacity; and KEITH FREEMAN, in his individual and official capacity, and that this Court award him the following relief:

- A. Back pay in an amount to be determined at trial;
- B. Front pay in an amount to be determined at trial;
- C. Compensatory and consequential damages, including for emotional distress;
- D. Punitive damages;
- E. Pre-judgment and post-judgment interest at the highest lawful rate;
- F. Attorneys' fees and costs of this action;
- G. An injunction and order permanently restraining THORNTON TOWNSHIP and its officers, agents, successors, employees, and/or representatives (including the HENYARD and FREEMAN) from engaging in any such further unlawful conduct and employment practices, including the policies and practices complained of herein;
- H. Any such further relief as this Honorable Court finds reasonable.

COUNT II
FOURTEENTH AMENDMENT RETALIATION UNDER 42 U.S.C. § 1983
DENIAL OF PROCEDURAL DUE PROCESS
AGAINST ALL DEFENDANTS

NOW COMES the Plaintiff, DWAYNE THRASH, for his Complaint against the Defendants, THORNTON TOWNSHIP; and KEITH FREEMAN, in his individual and official capacity, for a violation of 42 U.S.C. § 1983 (“§ 1983”), a violation of the THRASH’S Fourteenth Amendment Due Process Rights, and in support thereof states and alleges as follows:

1-54. THRASH restates and realleges paragraphs 1-54 as though fully set forth herein.

55. As a public employee allegedly dismissed for cause, THRASH was entitled to a pre-termination hearing prior to his termination, as well as a post-termination hearing after his termination. This pre-termination hearing is an initial check against mistaken decisions—essentially, a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action.

56. A public entity prior to the termination must provide oral or written notice of the charges against the employee, an explanation of the employer’s evidence, and an opportunity to present his side of the story.

57. THRASH was denied a pre-termination and post-termination hearing, was not presented evidence of any alleged “misconduct” and “insubordination” and was not given an opportunity to present his side of the story or present evidence and witness testimony.

58. THRASH’S constitutional injury (his termination) was caused by persons with final policymaking authority—FREEMAN as Special Assistant to the Supervisor of THORNTON TOWNSHIP and HENYARD as Supervisor of THORNTON TOWNSHIP.

WHEREFORE, Plaintiff, DWAYNE THRASH, respectfully requests that judgment be entered against Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, and that this Court award him the following relief:

- A. Back pay in an amount to be determined at trial;
- B. Front pay in an amount to be determined at trial;
- C. Compensatory and consequential damages, including for emotional distress;
- D. Punitive damages;
- E. Pre-judgment and post-judgment interest at the highest lawful rate;
- F. Attorneys’ fees and costs of this action;
- G. An injunction and order permanently restraining THORNTON TOWNSHIP and its officers, agents, successors, employees, and/or representatives (including the HENYARD and FREEMAN) from engaging in any such further unlawful conduct and employment practices, including the policies and practices complained of herein;
- H. Any such further relief as this Honorable Court finds reasonable.

COUNT III
COMMON LAW RETALIATORY DISCHARGE
AGAINST ALL DEFENDANTS

NOW COMES the Plaintiff, DWAYNE THRASH, for his Complaint against the Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, for Retaliatory Discharge, and in support thereof states and alleges as follows:

1-58. THRASH restates and realleges paragraphs 1-58 as though fully set forth herein.

59. The United States has a clearly mandated public policy in favor of protesting the illegitimate policies and practices of a government agency as well as protecting freedom of speech.

60. THRASH was simply doing his job as President of the Township School Board by not rubber-stamping Defendants' Township School Board attorney candidate and refusing to participate in illegitimate and unauthorized meetings and unlawful schemes and conspiracies.

61. THRASH'S termination was, no doubt, in retaliation for defying HENYARD and FREEMAN's desire that the Township School Board fire their current attorney and hire HENYARD and FREEMAN's preferred attorney candidate without a legitimate vetting process.

62. Illinois has a clearly mandated public policy in favor of preventing retaliatory acts occurring in the workplace, which at all times herein applied to THORNTON TOWNSHIP.

63. Defendants' act of discharging THRASH in retaliation for his activities violates the clearly mandated public policies in favor of protesting the illegitimate policies of a government agency as well as protecting freedom of speech.

64. THRASH has suffered a loss of income and significant emotional distress as a result of Defendants' retaliatory acts.

WHEREFORE, Plaintiff, DWAYNE THRASH, respectfully requests that judgment be entered against Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, and that this Court award him the following relief:

- A. Back pay in an amount to be determined at trial;
- B. Front pay in an amount to be determined at trial;
- C. Compensatory and consequential damages, including for emotional distress;
- D. Punitive damages;
- E. Pre-judgment and post-judgment interest at the highest lawful rate;
- F. Attorneys' fees and costs of this action;
- G. An injunction and order permanently restraining THORNTON TOWNSHIP and its officers, agents, successors, employees, and/or representatives (including the HENYARD and FREEMAN) from engaging in any such further unlawful conduct and employment practices, including the policies and practices complained of herein;

H. Any such further relief as this Honorable Court finds reasonable.

COUNT IV
CONSPIRACY UNDER 42 U.S.C. § 1983
AGAINST ALL DEFENDANTS

NOW COMES the Plaintiff, DWAYNE THRASH, for his Complaint against the Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, for Civil Conspiracy under 42 U.S.C. § 1983, and in support thereof states and alleges as follows:

1-64. THRASH restates and realleges paragraphs 1-64 as though fully set forth herein.

65. THRASH was deprived of his constitutional rights when his employment was terminated in violation of his First Amendment Rights to Freedom of Speech.

66. Defendants made an agreement to deprive THRASH of his constitutional rights by terminating his employment without due process after he refused to participate in their unlawful scheme to terminate the Township School Board's attorney and install Del Galdo Law Group LLC as the Sole Board Attorney and Counsel for the Township School Board.

67. There was an actual deprivation of THRASH's rights arising from overt acts in furtherance of the agreement.

68. Defendants have a well-settled and widespread policy of retaliating against employees for their speech and/or associations; terminating the employment of employees if they posed any kind of perceived political risk to HENYARD or if they defied the desires of HENYARD and/or FREEMAN.

69. At least several other former THORNTON TOWNSHIP and Village of Dolton employees besides THRASH have been terminated by HENYARD and/or FREEMAN for similarly dubious and spurious reasons within the last few years, including but not limited to, Lavell Redmond,

Karen Johnson, Samysha Williams, Sandra Tracy, Mario Vaughn, Cheryl Collins, Bruce Owens, Jessica Jones, and Stephanie Wiedeman.

70. Additionally, FREEMAN attempted the same maneuver with the Dolton West School District 148 Board of Education (the “Dolton School Board”) in December 2023 by approaching Board Members to try and convince them to fire their attorney and appoint FREEMAN’S preferred attorney, Del Galdo Law Group LLC; and after he was rebuffed, made sure those individuals were terminated from their jobs with THORNTON TOWNSHIP and the Village of Dolton.¹

WHEREFORE, Plaintiff, DWAYNE THRASH, respectfully requests that judgment be entered against Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, and that this Court award him the following relief:

- A. Back pay in an amount to be determined at trial;
- B. Front pay in an amount to be determined at trial;
- C. Compensatory and consequential damages, including for emotional distress;
- D. Punitive damages;
- E. Pre-judgment and post-judgment interest at the highest lawful rate;
- F. Attorneys’ fees and costs of this action;
- G. An injunction and order permanently restraining THORNTON TOWNSHIP and its officers, agents, successors, employees, and/or representatives (including the HENYARD and FREEMAN) from engaging in any such further unlawful conduct and employment practices, including the policies and practices complained of herein;
- H. Any such further relief as this Honorable Court finds reasonable.

¹ After the Dolton School Board refused to hire Freeman’s preferred attorney, Del Galdo Law Group LLC, Freeman terminated the employment of two Dolton School Board members from their regular jobs as employees with the Village of Dolton and Thornton Township. On or about December 26, 2023, Larry Lawrence, Board President of the Dolton School Board was terminated by FREEMAN from his position of Director of Thornton Township’s Youth & Family Services program within Thornton Township’s Special Services Department (a position he held for over 20 years), in retaliation for not rubber-stamping Freeman’s preferred attorney at a Board of Education special meeting. Likewise, on December 28, 2023, Bruce Owens, Vice President of the Dolton School Board, was terminated by FREEMAN from his position as a part-time Water Meter Reader in the Village of Dolton Water Department in retaliation for not rubber-stamping Freeman’s preferred attorney at the same Board of Education special meeting.

COUNT V
**COMMON LAW INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
AGAINST ALL DEFENDANTS**

NOW COMES the Plaintiff, DWAYNE THRASH, for his Complaint against the Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, for intentional infliction of emotion distress, and in support thereof states and alleges as follows:

1-70. THRASH restates and realleges paragraphs 1-70 as though fully set forth herein.

71. Defendants' conduct described above was truly extreme and outrageous and goes beyond all possible bounds of decency.

72. Additionally, Defendants committed these acts while acting in a position of authority to THRASH, which makes the acts *de facto* extreme and outrageous. *See McGrath v. Fabey*, 126 Ill. 2d 78, 127 Ill. Dec. 724, 533 N.E.2d 806 (1988).

73. Defendants either intended that their conduct would inflict severe emotional distress or knew that there was at least a high probability that their conduct would cause severe emotional distress when they retaliated against THRASH.

74. A defendant in a tort case "must take his plaintiff as he finds him, even if he is more susceptible to injury than the average person." *Zurba v. United States*, 247 F. Supp. 2d 951, 962 (N.D. Ill. 2001); *Reed v. Union Pacific Railroad Co.*, 185 F.3d 712, 717 (7th Cir. 1999); *Colonial Inn Motor Lodge, Inc. v. Gay*, 288 Ill. App. 3d 32, 45, 680 N.E.2d 407, 416 (1997).

WHEREFORE, Plaintiff, DWAYNE THRASH, respectfully requests that judgment be entered against Defendants, THORNTON TOWNSHIP; TIFFANY HENYARD, in her individual and official capacity; and KEITH FREEMAN, in his individual and official capacity, and that this Court award him the following relief:

- A. Back pay in an amount to be determined at trial;
- B. Front pay in an amount to be determined at trial;

- C. Compensatory and consequential damages, including for emotional distress;
- D. Punitive damages;
- E. Pre-judgment and post-judgment interest at the highest lawful rate;
- F. Attorneys' fees and costs of this action;
- G. An injunction and order permanently restraining THORNTON TOWNSHIP and its officers, agents, successors, employees, and/or representatives (including the HENYARD and FREEMAN) from engaging in any such further unlawful conduct and employment practices, including the policies and practices complained of herein;
- H. Any such further relief as this Honorable Court finds reasonable.

COUNT VIII
VIOLATION OF THE ILLINOIS PERSONNEL RECORD REVIEW ACT
THORNTON TOWNSHIP

NOW COMES the Plaintiff, DWAYNE THRASH, for his Complaint against the Defendant, THORNTON TOWNSHIP, for a violation of the Illinois Personnel Record Review Act (820 ILCS 40/6), and in support thereof states and alleges as follows:

1-74. THRASH restates and realleges paragraphs 1-74 as though fully set forth herein.

75. After his termination, THRASH was informed that his employment had been terminated due to alleged "misconduct" and "insubordination," and for a pattern of failing to punch in and out appropriately documented by previous writeups.

75. THRASH denied these allegations and requested that he be sent these writeups in his personnel file. Dr. Jerry L. Weems, the Executive Director of Transitional Operations at THORNTON TOWNSHIP, then emailed these writeups to THRASH.

76. THRASH's personnel file contained three (3) false writeups. These writeups were upon information and belief created right before or right after THRASH's termination, were not legitimate, and were falsely created in order to justify the termination of his employment.

77. Write Up #1 was dated April 28, 2023, with date(s) of infraction allegedly occurring between January 10, 2023 through April 24, 2023 regarding missing punches (failing to punch in and out appropriately). This write up was not signed by THRASH nor witnessed by any other employee.

78. Write Up #2 was dated May 30, 2023, with date(s) of infraction allegedly occurring on May 18, 2023, in which THRASH was accused of insubordination for failing to write up an employee named “Berry” who was “washing his personal things at the garage on Township time, without permission.” This write up was not signed by THRASH nor witnessed by any other employee.

79. Write Up #3 was dated May 30, 2023, with date(s) of infraction allegedly occurring on February 25, 2023, in which THRASH was accused of insubordination for failing to clean a refrigerator. This write up was not signed by THRASH nor witnessed by any other employee.

80. Pursuant to the Illinois Personnel Record Review Act, “[i]f either the employer or the employee knowingly places in the personnel record information which is false, the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.” *See* 820 ILCS 40/6.

81. THORNTON TOWNSHIP must expunge the three (3) false write ups.

WHEREFORE, Plaintiff, DWAYNE THRASH, respectfully requests that judgment be entered against Defendant, THORNTON TOWNSHIP, and this Court award the following relief:

- A. An Order requiring that THORNTON TOWNSHIP expunge the three (3) false write-ups from THRASH’s personnel file.
- B. All statutory damages under the Illinois Personnel Record Review Act (including \$200 plus costs, reasonable attorney’s fees, and actual damages);
- C. Compensatory damages, including for emotional distress;
- D. Pre-judgment and post-judgment interest at the highest lawful rate;
- E. Any such further relief as this Honorable Court finds reasonable.

JURY DEMAND


Plaintiff hereby requests a jury trial.

Respectfully submitted,
DWAYNE THRASH
By: /s/ Matthew R. Custardo
One of his Attorneys

Matthew R. Custardo (ARDC #: 06329579)
CUSTARDO LAW, LLC
650 Warrenville Road, Suite 100, Lisle, IL 60532
Tel: 630-557-1451
matthew@custardolaw.com

VERIFICATION

I, DWAYNE THRASH, am the Plaintiff in this action. I have read the foregoing Verified Complaint and am familiar with its contents. I declare under penalty of perjury under the laws of the United States that all the factual statements contained in the foregoing are true and accurate to the best of my belief and is based upon personal knowledge, except where expressly indicated otherwise.


Dwayne Thrash (Jun 13, 2024 17:48 CDT)

DWAYNE THRASH

Matthew R. Custardo (ARDC #: 06329579)
CUSTARDO LAW, LLC
650 Warrenville Road, Suite 100
Lisle, IL 60532
Tel: 630-557-1451
matthew@custardolaw.com

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

Dwayne Thrash

(b) County of Residence of First Listed Plaintiff Cook County (Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

Matthew R. Custardo | Custardo Law LLC
650 Warrenville Road, Suite 100, Lisle, IL 60532
630-557-1451

DEFENDANTS

Thornton Township, Tiffany Henyard, Keith Freeman

County of Residence of First Listed Defendant Cook County (In U.S. plaintiff cases only)

Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Check one box, only.)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government not a party.)
4 Diversity (Indicate citizenship of parties in Item III.)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship options: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business in This State, Incorporated and Principal Place of Business in Another State, Foreign Nation.

IV. NATURE OF SUIT (Check one box, only.)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAXES, OTHER STATUTES. Includes various case types like Insurance, Marine, Miller Act, etc.

V. ORIGIN (Check one box, only.)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

28 U.S.C. § 1337, Violation of 1st and 14th Amendments

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT:

Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$ TBD at trial

CHECK Yes only if demanded in complaint:

Jury Demand: Yes No

IX. RELATED CASE(S) IF ANY (See instructions):

Judge

Case Number

X. Is this a previously dismissed or remanded case?

Yes No If yes, Case #

Name of Judge

Date: 06/13/2024

Signature of Attorney of Record /s/ Matthew R. Custardo

Authority for Civil Cover Sheet

The ILND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use
(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the
(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Case: 1:24-cv-04936 Document #: 1-2 Filed: 06/13/24 Page 1 of 1 PageID #:20
U.S. District Court for the Northern District Of Illinois
Attorney Appearance Form

Case Title: Dwayne Thrash v.
Thornton Township, et al.

Case Number:

An appearance is hereby filed by the undersigned as attorney for:
Dwayne Thrash

Attorney name (type or print): Matthew R. Custardo

Firm: Custardo Law LLC

Street address: 650 Warrenville Road, Suite 100

City/State/Zip: Lisle, IL 60532

Bar ID Number: 6329579
(See item 3 in instructions)

Telephone Number: 630-557-1451

Email Address: matthew@custardolaw.com

Are you acting as lead counsel in this case? Yes No

Are you a member of the court's general bar? Yes No

Are you a member of the court's trial bar? Yes No

Are you appearing *pro hac vice*? Yes No

If this case reaches trial, will you act as the trial attorney? Yes No

If this is a criminal case, check your status.

- Retained Counsel
 Appointed Counsel
If appointed counsel, are you a
 Federal Defender
 CJA Panel Attorney

In order to appear before this Court an attorney must either be a member in good standing of this Court's general bar or be granted leave to appear *pro hac vice* as provided for by local rules 83.12 through 83.14. I declare under penalty of perjury that the foregoing is true and correct. Under 28 U.S.C. §1746, this statement under perjury has the same force and effect as a sworn statement made under oath.

Executed on 06/13/2024

Attorney signature: S/ Matthew R. Custardo
(Use electronic signature if the appearance form is filed electronically.)