



6. Defendant, PETER ERLING JACOBSEN is, on information and belief, a resident of the state of Oregon.

### **GENERAL ALLEGATIONS**

7. Plaintiff worked for Defendant J.C. Anderson, Inc. (“JCA”) for 1.5 years. Most recently, she filled the role of a “construction estimator.”

8. On September 18, 2017, Plaintiff attended JCA’s fifth annual golf outing at River Forest Country Club in Elmhurst, IL. Defendant Peter Erling Jacobsen (“Jacobsen”), a well-known professional golfer, was in attendance at the invitation of JCA.

9. During the event, Jacobsen offered to provide JCA employees instructions on how to hit a “chip shot.” As a JCA employee, Plaintiff felt obligated to go along with the demonstration. As Jacobsen took his position behind Plaintiff, he assertively pressed his hip against Plaintiff’s buttocks. Furthermore, as he proceeded to show Plaintiff how to hit the shot, he said “and that’s when I take my wood out”, a lewd comment that was intended as a sexual innuendo.

10. Jacobsen’s actions left Plaintiff shocked and shaken. Later that same night, she e-mailed JCA Co-Owner, Jim Schumacher (“Schumacher”), and complained about Jacobsen’s sexual harassment of her. Schumacher entirely ignored her initial e-mail that day.

11. On September 19, 2017, Plaintiff informed Schumacher that she had initiated a claim with the Equal Employment Opportunity Commission (“EEOC”).

12. Plaintiff remained in contact with JCA throughout the week, but took paid time off (“PTO”) for that week to address the emotional distress resulting from Jacobsen’s actions. JCA’s Chief Financial Officer, Michael J. Power (“Power”) approved Plaintiff’s PTO. Plaintiff also let JCA know that she was seeing a therapist to deal with the trauma caused by Jacobsen.

13. The following week, JCA insisted that Plaintiff come back to work, her emotional state notwithstanding. JCA also made unequal demands to Plaintiff, by asking her to

offer guarantees that she would only speak positively about JCA to clients, even though Plaintiff had never spoken negatively about JCA to clients.

14. Despite JCA's failure to hold Jacobsen or anyone else accountable, Plaintiff let JCA know that she would be returning to work. Yet, JCA presented her with a separation agreement. She did not agree to the terms of the separation agreement. Nonetheless, JCA officially terminated her employment on October 2, 2017.

15. On October 24, 2017, Plaintiff filed a charge with the EEOC.

16. The EEOC issued Plaintiff a Right to Sue letter dated April 2, 2018.

**COUNT I – RETALIATION UNDER TITLE VII**  
**(Against JCA)**

17. Plaintiff complained about sexual harassment in the work place to JCA, and informed JCA that she had filed an EEOC claim.

18. In retaliation, Defendant JCA subjected Plaintiff to unequal terms and conditions, and swiftly terminated her employment.

19. JCA's actions constitute a violation of Title VII of the Civil Rights Act of 1964.

20. JCA's actions have caused Plaintiff lost wages and other employment benefits, and significant emotional distress.

21. At all times relevant, JCA's actions were willful and wanton, entitling Plaintiff to an award of punitive damages.

**COUNT II – BATTERY UNDER ILLINOIS STATE LAW**  
**(Against Jacobsen)**

17. Plaintiff realleges and incorporates ¶¶ 1-16 of Count I as ¶¶ 1-16 of Count II.

18. Defendant Jacobsen intended to cause harmful or offensive contact with Plaintiff during the JCA golf event on September 18, 2017.

19. Plaintiff did not consent to Jacobsen's harmful or offensive contact with her.

20. Jacobsen caused harmful or offensive contact, and emotional distress to Plaintiff. Furthermore, Plaintiff's termination was a natural consequence, and in part, direct result of Jacobsen's actions.

21. Jacobsen's actions have caused Plaintiff lost wages and other employment benefits, and significant emotional distress.

22. At all times relevant, Jacobsen's actions were willful and wanton, entitling Plaintiff to an award of punitive damages.

**WHEREFORE**, Plaintiff requests that this Court enter a judgment in favor of Plaintiff and against Defendants, and that Plaintiff be awarded the following relief:

- A. Backpay, prejudgment interest, and remedy for any negative tax consequences from an award of a lump sum payment;
- B. Compensatory damages;
- C. Punitive Damages;
- D. Attorney Fees and Costs; and
- E. Such other and further relief as this court deems appropriate.

Dated: June 29, 2018

*Respectfully submitted,*

*/s/ Sam Sedaei*

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