

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

FILED  
5/14/2024 7:58 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2024L005379  
Calendar, I  
27693050

NINA SANDERS

v.

CHICAGO BLACKHAWKS HOCKEY TEAM, INC, et al

No. \_\_\_\_\_

**CIVIL ACTION COVER SHEET - CASE INITIATION**

A Civil Action Cover Sheet - Case Initiation shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate case type which best characterizes your action. Only one (1) case type may be checked with this cover sheet.

Jury Demand  Yes  No

**PERSONAL INJURY/WRONGFUL DEATH**

CASE TYPES:

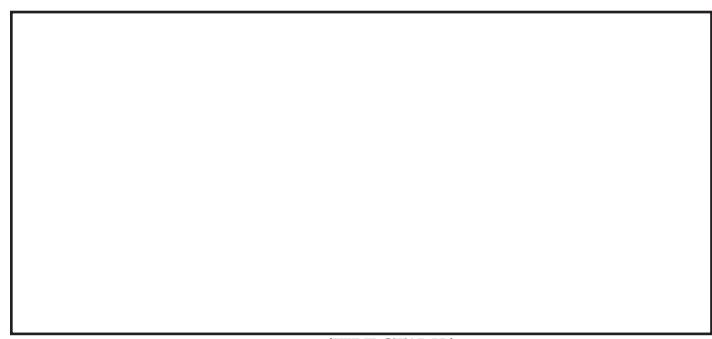
- 027 Motor Vehicle
- 040 Medical Malpractice
- 047 Asbestos
- 048 Dram Shop
- 049 Product Liability
- 051 Construction Injuries  
(including Structural Work Act, Road Construction Injuries Act and negligence)
- 052 Railroad/FELA
- 053 Pediatric Lead Exposure
- 061 Other Personal Injury/Wrongful Death
- 063 Intentional Tort
- 064 Miscellaneous Statutory Action  
(Please Specify Below\*\*)
- 065 Premises Liability
- 078 Fen-phen/Redux Litigation
- 199 Silicone Implant

**TAX & MISCELLANEOUS REMEDIES**

CASE TYPES:

- 007 Confessions of Judgment
- 008 Replevin
- 009 Tax
- 015 Condemnation
- 017 Detinue
- 029 Unemployment Compensation
- 031 Foreign Transcript
- 036 Administrative Review Action
- 085 Petition to Register Foreign Judgment
- 099 All Other Extraordinary Remedies

By: Jacobson Legal Services, LLC  
(Attorney) (Pro Se)



(FILE STAMP)

**COMMERCIAL LITIGATION**

CASE TYPES:

- 002 Breach of Contract
- 070 Professional Malpractice  
(other than legal or medical)
- 071 Fraud (other than legal or medical)
- 072 Consumer Fraud
- 073 Breach of Warranty
- 074 Statutory Action  
(Please specify below.\*\*)
- 075 Other Commercial Litigation  
(Please specify below.\*\*)
- 076 Retaliatory Discharge

**OTHER ACTIONS**

CASE TYPES:

- 062 Property Damage
- 066 Legal Malpractice
- 077 Libel/Slander
- 079 Petition for Qualified Orders
- 084 Petition to Issue Subpoena
- 100 Petition for Discovery

\*\* \_\_\_\_\_

Primary Email: lee@jacobsonlegalservices.com

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Tertiary Email: \_\_\_\_\_

**Pro Se Only:**  I have read and agree to the terms of the *Clerk's Office Electronic Notice Policy* and choose to opt in to electronic notice from the **Clerk's Office** for this case at this email address: \_\_\_\_\_

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

NINA SANDERS,	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	Case No.
	)	
CHICAGO BLACKHAWKS HOCKEY TEAM, INC,	)	
an Illinois Corporation;	)	
CHICAGO BLACKHAWKS FOUNDATION,	)	
an Illinois 501(c)(3);	)	
DANIEL WIRTZ, an individual	)	
<i>Defendants.</i>	)	

**VERIFIED COMPLAINT**

NOW COMES the Plaintiff, NINA SANDERS (“Ms. Sanders”), by and through her attorneys, JACOBSON LEGAL SERVICES, LLC, and for her Complaint against the Defendants, the CHICAGO BLACKHAWKS HOCKEY TEAM INC., an Illinois corporation, the CHICAGO BLACKHAWKS FOUNDATION, an Illinois 501(c)(3), (collectively the “Organization”), and DANIEL WIRTZ (“Mr. Wirtz”), an individual, states as follows:

**NATURE OF ACTION**

1. This is an action against Mr. Wirtz and the Organization for breach of express oral contract, promissory estoppel, fraud, fraudulent inducement, fraudulent misrepresentation, negligent misrepresentation (in the alternative), and unjust enrichment (in the alternative), based on Mr. Wirtz’s promises, while acting as an authorized agent of the Organization, made to Ms. Sanders to induce her into accepting employment with, and for the benefit of, the Organization, and at Ms. Sanders’ detriment. This case also seeks damages against Mr. Wirtz for tortious interference with prospective economic advantage based on his interference with Ms. Sanders’ long-term employment relationship with the Organization. Lastly, this action seeks damages against the Organization for its violation of the Gender Violence Act, 740 ILCS 82/2, *et seq.*, its willful and wanton conduct, its negligent hiring, retention, and supervision of Joe Podlasek and Chris Boyd, employees of the Organization, that led to Ms. Sanders suffering sexual misconduct, sexual harassment, and sexual abuse.

**PARTIES**

2. At all times relevant to this Complaint, Ms. Sanders, was a resident of the state of Montana and was employed by the Organization, who is domiciled in the County of Cook, Illinois.

3. Defendant CHICAGO BLACKHAWKS HOCKEY TEAM, INC is an Illinois Corporation, whose principal place of business is located in Chicago, Illinois the county of Cook.

4. Defendant CHICAGO BLACKHAWKS FOUNDATION is an Illinois 501(c)(3) subsidiary of the CHICAGO BLACKHAWKS HOCKEY TEAM, INC., whose principal place of business is located in Chicago, Illinois the county of Cook.

5. Defendant, DANIEL WIRTZ, is the CEO of the Organization, and is a resident of Illinois the county of Cook.

**VENUE**

6. Venue is proper pursuant to 735 ILCS 5/2-101 since Defendants' principal offices were at all times relevant to this action located in Illinois the County of Cook. Further, Defendants' activities giving rise to this action, and the deceitful practices as alleged herein, occurred in Chicago Illinois.

7. Ms. Sanders was injured by Defendants' conduct and suffered damages resulting therefrom in an amount to be shown at trial but is in any event greater than \$150,000.00.

**FACTS COMMON TO ALL COUNTS**

**Ms. Sanders' Employment**

8. In July, 2020, following the Washington Redskins announcement that they would retire their name and logo in response to national protests for racial equity, the Chicago Blackhawks Hockey Team was facing mounting public pressure to change their team's name and logo.

9. On August 7, 2020, Mr. Wirtz called Ms. Sanders to introduce himself, and propose a job opportunity to her.

10. Ms. Sanders was initially reluctant to work for the Organization because of Native American opposition to the Organization's use of the "Blackhawks" name, logo, and Native American imagery, and was concerned that by involving herself with the Organization, her reputation in the Native American community might suffer, and that she could possibly be ostracized from the Native American community.

11. However, Mr. Wirtz made numerous promises to Ms. Sanders during this time to induce her to accept employment with the Organization, including that in exchange for Ms. Sanders serving as a liaison between the Organization and the Native American community / activist groups opposed to the Organization's continued use of the Blackhawks name and logo:

- a. He would create full-time positions for Native Americans, including a Director of Native American Initiatives, Native American employees in the Chicago Blackhawks Foundation, and Native American employees in the Chicago Blackhawks Hockey Team;
- b. He would commit to the education of Organization employees regarding Native American history and contemporary issues;
- c. He agreed to dedicate resources and provide funding to the education of Organization employees regarding Black Hawk (born Ma-ka-ti-me-she-kia-kiak) a Sauk leader and warrior born in what is now Rock Island, Illinois, that Ms. Sanders suggested the Organization could claim to be honoring through the Chicago Blackhawks Hockey Team;
- d. He would create a platform for Native American artists to be represented through team merchandising;
- e. He would dedicate Organizational resources to purchasing land in Illinois to give back to the Sac and Fox Nation;
- f. He would actively advocate to, and would change, the Chicago Blackhawks Hockey Team's logo; and

- g. He would cultivate and foster a long-term relationship between Ms. Sanders and the Organization to accomplish all of these objectives because he wanted her to “work for him for years to come.” Paragraph 11(a)-(g) is collectively referred to as the “Oral Contract”).
12. Mr. Wirtz failed to keep these promises as evidenced by his and the Organization’s failure to perform any of the promises in Paragraph 11(a)-(g), and only intended on the Organization benefiting from their association with Ms. Sanders, as her standing and reputation in the Native American community continues to pacify resistance to the Chicago Blackhawks Hockey Team’s continued use of Native American imagery in the team’s name, logo, and merchandise for Mr. Wirtz and the Organizations’ continued economic benefit.
13. On August 14, 2020, Ms. Sanders met with Mr. Wirtz and Sara Guderyahn, via video conference, to discuss, generally, Ms. Sanders role with the Organization, and how she would be expected to contribute to developing their “Land Acknowledgment . . . the Blackhawks’ vision . . . the Foundation’s mission and community,” and that if Ms. Sanders accepted employment with the Organization, there would be a long-term relationship between her and the Organization because he wanted her to “work for him for years to come.”
14. Based on Mr. Wirtz’s promises in the Oral Contract, Ms. Sanders began negotiating terms for her employment with the Organization between August 13, 2020, and September 21, 2020, because she believed that this was a genuine opportunity to educate team members, employees, and fans of the Chicago Blackhawks Hockey Team regarding Native American history and culture in hopes of improving and addressing current issues and problems within the Native American community.
15. Mr. Wirtz was involved in all negotiations with Ms. Sanders regarding her job with the Organization.

16. On September 21, 2020, Ms. Sanders agreed, that in exchange for Mr. Wirtz's promises in the Oral Contract, she would serve as a liaison between the Organization and the Native American community / activist groups opposed to the Organization's continued use of the Blackhawks name and logo.

17. On that same date, Ms. Sanders officially accepted employment with the Organization, agreeing to serve in an advisory role, providing her expertise and services regarding Native American initiatives to the Organization in exchange for compensation in the amount of \$14,000.00 per month. *See* September 21, 2020, Offer Letter attached as Exhibit 1.

18. Ms. Sanders maintained a close relationship with Mr. Wirtz while she was employed by the Organization, regularly having conversations on the phone and in-person regarding the Oral Contract, as well as interacting with Mr. Wirtz's family, including Mr. Wirtz and his family traveling to Montana to attend Ms. Sanders' exhibition opening, titled, Apsáalooke Women and Warriors, at the Museum of the Rockies in Bozeman, Montana in May of 2022.

19. Although Ms. Sanders maintained a personal relationship with Mr. Wirtz and communicated directly with him about how the Oral Contract and how the Organization could better honor and respect Native Americans history, starting with Ms. Sanders' education of the Organization, Sara Guderyahn, acted as her direct supervisor regarding her advisory role outlined in the Offer Letter.

20. Shortly after Ms. Sanders accepted employment with the Organization, Sara Guderyahn instructed Ms. Sanders to never communicate sensitive matters, such as sexual harassment, or complaints about the Organization or its employees, via any written form, including emails, to anyone in the Organization; further, that Ms. Sanders should only communicate sensitive items, subjects, or complaints to Sara Guderyahn by telephone or in-person.

21. Sara Guderyahn repeatedly reminded Ms. Sanders that she should not communicate sensitive matters to Mr. Wirtz, with comments such as:

- a. "Don't tell Danny about this."
- b. "We can't tell Danny about this."
- c. "We have to protect Danny, he doesn't need to know about this."

22. Upon information and belief, Sara Guderyahn began interjecting herself between Mr. Wirtz and Ms. Sanders, acting as an unofficial intermediary between the two, for purposes of giving Mr. Wirtz plausible deniability regarding his knowledge of any sensitive matters happening within his Organization.

23. On or around 2010, Joe Podlasek began working with the Organization on a Native American program for cultural education.

24. In early 2021, Ms. Sanders became aware of Joe Podlasek's involvement with the Organization. Joe Podlasek had a known reputation for being abusive towards women, which Ms. Sanders became aware of.

25. In early 2021, Ms. Sanders learned that Joe Podlasek had indeed been abusive towards women, including employees and consultants of the organization, during his tenure of employment by the Organization.

26. In early 2021, Ms. Sanders advised Sara Guderyahn that the Organization should immediately sever its ties with Joe Podlasek, as he was known to abuse women, had abused women involved with the Organization, was not actually enrolled as a Native American, and could possibly be a "pretendian," a term used to describe someone who claims to be Indigenous or Native America, but is unable or unwilling to prove it.

27. In response, Sara Guderyahn adamantly advised Ms. Sanders to not discuss Joe Podlasek with Mr. Wirtz.

28. On May 3, 2021, Sara Guderyahn in an email to Ms. Sanders indicated that "she has been a much-valued partner of the Chicago Blackhawks since Sept 2020."

29. Shortly after the conversation regarding Joe Podlasek and the May 3, 2021, email from Sara Guderyahn praising Ms. Sanders' performance, Ms. Sanders communications with Sara Guderyahn changed from emails, to zoom calls, and eventually, to weekly phone calls.

30. In the Spring of 2021, after Sara Guderyahn visited the Sac and Fox Nation with Ms. Sanders, nearly all communication shifted to phone calls. Sara Guderyahn reiterated that in no scenario did she want Mr. Wirtz dealing with the Sac and Fox nation problems, and that she alone was the only person in the Organization that should be communicated to regarding work with the Sac and Fox nation, and what she called, "conflicts within the tribe."

31. On or about June 2021, Ms. Sanders communicated to her direct supervisor, Sara Guderyahn, that she was concerned with the way Chris Boyd, an agent of the Organization, was treating women. In that conversation, Ms. Sanders specifically indicated that Chris Boyd continuously engaged in inappropriate sexual advances on herself, including unwanted flirting and touching her without her consent.

32. Upon information and belief, the Organization did not investigate Chris Boyd, report Mr. Boyd to the police, take any disciplinary action against Chris Boyd, or implement any safety measures to protect other female employees or fans of the Organization from Chris Boyd, and instead continued its working relationship with Chris Boyd.

33. On or about October 19 or 21, 2021, Sara Triner, an employee of the Organization, informed Ms. Sanders that during a Chicago Blackhawks game, Joe Podlasek groped her between her waist and buttocks, felt her up, and would not let her move away.

34. Sara Triner reported this sexual assault to Sara Guderyahn, who promised that the matter would be investigated, along with another incident where Joe Podlasek verbally abused another female employee while she was pregnant.



35. On or about October 21, 2021, Ms. Sanders reported Joe Podlasek's sexual assault to Sara Guderyahn, Meghan Pollack, and Annie Koulec, all agents of the Organization, as well as Mr. Wirtz.

36. Upon information and belief, the Organization did not investigate Joe Podlasek, report him to the police, take any disciplinary action against him, or implement any safety measures to protect other female employees or fans of the Organization from Joe Podlasek, and instead continued its working relationship with Joe Podlasek.

37. Upon information and belief, in response to Joe Podlasek's threats of going to the press with negative secrets about the Organization, the Organization refused to sever their working relationship with Joe Podlasek and allowed him to continue to sexually harass employees and fans of the Organization in exchange for him providing continued support from the Native American community and not going to the press with negative information.

38. On November 11, 2021, Sara Guderyahn emailed Ms. Sanders stating that she wanted to let a certain third party know "how valuable [Ms. Sanders] has been as a cultural advisor and supporter," that the scope of Ms. Sander's employment was "to support the Blackhawks" and that Ms. Guderyahn was going to leverage the Organization's relationship with Ms. Sanders to gain further access to the Burpee Museum and its curators.

39. In November, 2021, the night before the Organization's Native American Heritage Night, following a celebration at the Hardrock Hotel, Chris Boyd grabbed Ms. Sanders by the arm, telling her what his room number was, and that she should come to his room. When Ms. Sanders attempted to move away from his unwanted touching, Chris Boyd forcibly grabbed Ms. Sanders by both of her arms, demanding that she come to his room. Luckily, she was able to escape as another woman that Chris Boyd was hanging out with that night, returned to his side.

40. On or about January 2022, Chris Boyd sent Ms. Sanders sexually explicit videos of him masturbating on Snapchat.

41. Between March and April of 2022, Ms. Sanders repeatedly advised Sara Guderyahn, in person (as she was directed to), that Chris Boyd had a serious drinking problem, and that she felt uncomfortable being around him because of his unwanted sexual advances towards herself and other female members of the Organization when he was drunk at Organization events, and that she and other female employees should not be forced to work with him anymore.

42. In June 2022, during an in-person meeting with Sara Guderyahn, Ms. Sanders advised Sara Guderyahn of the sexual assault occurrence in November, 2021, the unwanted Snapchat masturbation videos Chris Boyd sent to Ms. Sanders, and Ms. Sanders demanded that the Organization cut ties with Chris Boyd, and that he should no longer participate in the cultural project because his personal problems, alcohol abuse, and continuous unwanted sexual advances and harassment with herself and other female employees of the Organization.

43. On July 15, 2022, in a phone call between Sara Guderyahn and Ms. Sanders, Sara Guderyahn promised Ms. Sanders that she would alert HR about Chris Boyds' disturbing behavior.

44. On August 5, 2022, Sara Guderyahn emailed Ms. Sanders that she was so "pleased to continue a strong partnership" with Ms. Sanders during the 2022 and 2023 year.

45. In November, 2022, during Native American Heritage Month, the Organization provided a Suite for Native American non-profit groups at a Chicago Blackhawks' game. Female Guest and her family were among those invited by the Organization to attend. Carlos Peynesta was a dancer for the Blackhawks dance group. Ms. Sanders observed Carlos Peynesta approach Female Guest from behind and grope her. Ms. Sanders observed Female Guest jump back when she turned around, immediately start crying when she saw who was touching her without her consent, screaming out "oh my god" while her mother screamed to "get away from her." Female Guest and her family, along with several other invited guests, immediately left the game. Ms. Sanders learned from Female Guest's family that she had previously file a report with the police alleging that Carlos Peynesta had raped her, and that

he was not supposed to be in the same room as her at the game that night. Ms. Sanders reported this sexual assault to Sara Guderyahn, and questioned why Carlos Peynesta was allowed to be in the same room as Female Guest. Sara Guderyahn responded that she would “talk to the lawyers.”

46. Upon information and belief, the Organization did not investigate Carlos Peynesta, report him to the police, take any disciplinary action against him, or implement any safety measures to protect other female employees or fans of the Organization from Caros Peynesta, and instead continued its working relationship with Carlos Peynesta.

47. Upon information and belief, and in an attempt to silence Ms. Sanders regarding her continued complaints and attempts to report sexual misconduct within the Organization, Sara Guderyahn devised a plan to move Ms. Sanders out of the United Center and away from the Organization.

48. Following the conversations regarding Chris Boyd and Carlos Peynesta, Sara Guderyahn completely removed Ms. Sanders from working with anyone except her, keeping her separated from all other employees of the Organization that Ms. Sanders previously had productive working relationships with, including Rocky Wirtz, Daniel Wirtz, Adam Kempanar, Sara Triner, Jose De La Torre, Meghan Pollack, Lyndsey Stroope, and Jaime Faulkner.

49. On June 5, 2023, Sara Guderyahn emailed Ms. Sanders advising her that the Organization was attempting to move her employment to the Neubauer Collegium at the University of Chicago, which the Organization funds.

50. On June 21, 2023, while Ms. Sanders and the Organization were negotiating a contract extension, Ms. Sanders emailed Emily Qualtier and Marcus LeBouf (agents of the Organization), with a timeline and all of her allegations as to workplace harassment and discriminatory behavior, asking specifically how they would address her grievances.

51. On June 22, 2023, Marcus LeBouf, general counsel for the Organization, outlined in an email to Ms. Sanders that the Organization controls where and when she works, specifically telling Ms. Sanders that she is to only attend meetings when the Organization requests her to attend.

52. By this time, Ms. Sanders, acting as a liaison and agent of the Organization, had successfully leveraged her professional reputation to ease opposition to the Organization's continued use of the "Blackhawks" name and logo, fulfilling her obligations in the Oral Contract, by building relationships between the Organization and Native American/Native American Activists communities<sup>1</sup>.

53. As a result, the Organization's use for her was limited and due to her workplace complaints and demands for change, regarding sexual harassment and corrosive culture, she was discarded by the Organization.

54. On June 29, 2023, Mr. Wirtz emailed Ms. Sanders acknowledging that while the Organization would continue to review her sexual harassment in the workplace complaints, the Organization was ending its business relationship with Ms. Sanders. *See* June 29, 2023 Email chain between Nina Sanders, Daniel Wirtz, Jaime Faulkner and Marcus LeBeouf attached as Exhibit 2.

55. During her employment with the Organization, Ms. Sanders well and truly performed her job for the Organization.

56. At the time Mr. Wirtz ended the Organization's business relationship with Ms. Sanders, and as of the date the filing of this Verified Complaint, Mr. Wirtz and the Organization have not fulfilled any of their obligations from the Oral Contract, which was the basis of Ms. Sanders accepting employment with the Organization.

**COUNT I**  
**BREACH OF ORAL CONTRACT**  
**(against CHICAGO BLACKHAWKS HOCKEY TEAM, INC. and DANIEL WIRTZ)**

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<sup>1</sup> On more than one occasion, Ms. Sander arranged for members of the Organization, including Rocky and Daniel Wirtz, to meet with the members of the Sac and Fox Nation elected counsel.

57. Ms. Sanders realleges and incorporates paragraphs 1 through 56 as Paragraph 57 of Count I.
58. On August 7, 2020, and August 14, 2020, Ms. Sanders met with Mr. Wirtz to discuss her employment with the Organization.
59. As stated *supra*, Ms. Sanders was initially reluctant to work for the Organization because of Native American opposition to the Organization's use of the "Blackhawks" name, logo, and Native American imagery, and her concern that by involving herself with the Organization, her reputation in the Native American community might suffer, and that she could possibly be ostracized from the Native American community.
60. During these meeting, Mr. Wirtz promised Ms. Sanders that if she accepted his offer to work for the Organization, that in return:
- a. He would create full-time positions for Native Americans, including a Director of Native American Initiatives, Native American employees in the Chicago Blackhawks Foundation, and Native American employees in the Chicago Blackhawks Hockey Team;
  - b. He would commit to the education of Organization employees regarding Native American history and contemporary issues;
  - c. He agreed to dedicate resources and provide funding to the education of Organization employees regarding Black Hawk (born Ma-ka-ti-me-she-kiak) a Sauk leader and warrior born in what is now Rock Island, Illinois, that Ms. Sanders suggested the Organization could claim to be honoring through the Chicago Blackhawks Hockey Team;
  - d. He would create a platform for Native American artists to be represented through team merchandising;
  - e. He would dedicate Organizational resources to purchasing land in Illinois to give back to the Sac and Fox Nation;

- f. He would actively advocate to, and would change, the Chicago Blackhawks Hockey Team's logo; and
- g. He would cultivate and foster a long-term relationship between Ms. Sanders and the Organization to accomplish all of these objectives because he wanted her to "work for him for years to come."

61. And in exchange, the Chicago Blackhawks Hockey Team would use her position and status in the Native American/Native American activist communities to quell opposition to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name and logo<sup>2</sup>.

62. On September 21, 2020, based on Mr. Wirtz's promises, Ms. Sanders accepted the terms of Mr. Wirtz's Oral Contract, and also accepted his offer of employment with the Organization to assist Mr. Wirtz's Organization regarding Native American initiatives for compensation in the amount of \$14,000.00 per month.

63. During her employment with the Organization, Ms. Sanders well and truly performed the objectives in the Oral Contract, often receiving praise for her performance from her supervisor, Sara Guderyahn, using her standing and reputation in the Native American/Native American activist communities to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit (her Oral Contract objectives).

64. After reporting numerous instances of sexual misconduct, sexual harassment, and sexual abuse to the Organization while she was still employed by the Organization, Mr. Wirtz and the Organization terminated its employment relationship with Ms. Sanders.

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<sup>2</sup> At the time of Ms. Sanders' hiring by the Organization, negative sentiment toward the use of Blackhawks name and logo was growing and become more public. An example of this crescendo of ire for the name and the logo was the vandalism of the Blackhawks statue located at outside of the United Center on October 12, 2020.

65. At no time during or after Ms. Sanders employment with the Organization, did Mr. Wirtz or the Organization ever perform any of their promises as part of their Oral Contract obligations, as outlined in Paragraph 60(a)- (g), but the Chicago Blackhawks Hockey Team continues to benefit from their association with Ms. Sanders, as her standing and reputation in the Native American community continues to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit.

66. This constitutes a breach of the Oral Contract made between Mr. Wirtz and Ms. Sanders prior to her acceptance of employment with Mr. Wirtz and the Organization.

67. Following the termination of her employment with the Organization, and because of her relationship with Mr. Wirtz and his Organization, Ms. Sanders' relationships with the Native American community is damaged greatly, and finding employment is extremely difficult.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.:

- a. Nina Sanders requests judgment in her favor and against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT II**  
**PROMISSORY ESTOPPEL**  
**(against CHICAGO BLACKHAWKS HOCKEY TEAM, INC. and DANIEL WIRTZ and In**  
**the Alternative of Count I)**

68. Ms. Sanders realleges and incorporates paragraphs 1 through 67 as Paragraph 68 of Count II.

69. Mr. Wirtz made numerous clear and unambiguous promises to Ms. Sanders in exchange for accepting employment with the Organization, including:

- a. He would create full-time positions for Native Americans, including a Director of Native American Initiatives, Native American employees in the Chicago Blackhawks Foundation, and Native American employees in the Chicago Blackhawks Hockey Team;
- b. He would commit to the education of Organization employees regarding Native American history and contemporary issues;
- c. He agreed to dedicate resources and provide funding to the education of Organization employees regarding Black Hawk (born Ma-ka-ti-me-she-kia-kiak) a Sauk leader and warrior born in what is now Rock Island, Illinois, that Ms. Sanders suggested the Organization could claim to be honoring through the Chicago Blackhawks Hockey Team;
- d. He would create a platform for Native American artists to be represented through team merchandising;
- e. He would dedicate Organizational resources to purchasing land in Illinois to give back to the Sac and Fox Nation;
- f. He would actively advocate to, and would change, the Chicago Blackhawks Hockey Team's logo; and
- g. He would cultivate and foster a long-term relationship between Ms. Sanders and the Organization to accomplish all of these objectives because he wanted her to "work for him for years to come."

70. Ms. Sanders relied on Mr. Wirtz's promises in the Oral Contract when accepting employment with the Organization because she believed that this was a genuine opportunity to educate team members, employees, and fans of the Chicago Blackhawks Hockey Team regarding Native American history and culture in hopes of improving and addressing current issues and problems within the Native American community.



71. As such, Ms. Sanders reliance on Mr. Wirtz's promises in the Oral Contract was reasonable and foreseeable by Mr. Wirtz, as he was aware that Ms. Sanders was taking a great risk to her reputation and standing in the Native American community to be associated with the Chicago Blackhawks Hockey Team, with his promises of commitment to Native American honoring and education, and he sought her out for employment, and gained her trust by initiating and maintaining a personal relationship with Ms. Sanders.

72. In reliance of Mr. Wirtz's promises in the Oral Contract, Ms. Sanders accepted employment with the Organization, well and truly performed the objectives in the Oral Contract, often receiving praise for her performance from her supervisor, Sara Guderyahn, using her standing and reputation in the Native American/Native American activist communities to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit (her Oral Contract objectives).

73. At no time during or after Ms. Sanders employment with the Organization, did Mr. Wirtz or the Organization ever perform any of their promises as part of their Oral Contract obligations, as outlined in Paragraph 69(a)- (g), but the Chicago Blackhawks Hockey Team continues to benefit from their association with Ms. Sanders, as her standing and reputation in the Native American community continues to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit.

74. Accordingly, all the elements of promissory estoppel are met, as Ms. Sanders reliance on Mr. Wirtz and the Organization's promises from the Oral Contact was to her detriment, causing her injuries including the termination of her employment with the Organization, and because of her

relationship with Mr. Wirtz and his Organization, Ms. Sanders' relationships with the Native American community is damaged greatly, and finding employment is extremely difficult.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.:

- a. Nina Sanders requests judgment in her favor and against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT III**

**FRAUD**

**(against CHICAGO BLACKHAWKS HOCKEY TEAM, INC. and DANIEL WIRTZ)**

75. Ms. Sanders realleges and incorporates paragraphs 1 through 74 as Paragraph 75 of Count III.

76. Mr. Wirtz knowingly made numerous false statements of material fact to Ms. Sanders intending for Ms. Sanders to accept employment with the Organization, including:

- a. He would create full-time positions for Native Americans, including a Director of Native American Initiatives, Native American employees in the Chicago Blackhawks Foundation, and Native American employees in the Chicago Blackhawks Hockey Team;
- b. He would commit to the education of Organization employees regarding Native American history and contemporary issues;
- c. He agreed to dedicate resources and provide funding to the education of Organization employees regarding Black Hawk (born Ma-ka-ti-me-she-kiak) a Sauk leader and warrior born in what is now Rock Island, Illinois, that Ms. Sanders suggested the Organization could claim to be honoring through the Chicago Blackhawks Hockey Team;
- d. He would create a platform for Native American artists to be represented through team merchandising;

- e. He would dedicate Organizational resources to purchasing land in Illinois to give back to the Sac and Fox Nation;
- f. He would actively advocate to, and would change, the Chicago Blackhawks Hockey Team's logo; and
- g. He would cultivate and foster a long-term relationship between Ms. Sanders and the Organization to accomplish all of these objectives because he wanted her to "work for him for years to come."

77. Mr. Wirtz intended for Ms. Sanders to rely on these false statements in the Oral Contract and induce her to accept employment with the Organization so that the Chicago Blackhawks Hockey Team could benefit from their association with Ms. Sanders, as her standing and reputation in the Native American community continues to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit.

78. Ms. Sanders reasonably and justifiably relied on Mr. Wirtz's false statements in the Oral Contract, as he was aware that Ms. Sanders was taking a great risk to her reputation and standing in the Native American community to be associated with the Chicago Blackhawks Hockey Team, with his promises of commitment to Native American honoring and education, and he sought her out for employment, and gained her trust by initiating and maintaining a personal relationship with Ms. Sanders.

79. In reliance of Mr. Wirtz's promises in the Oral Contract, Ms. Sanders accepted employment with the Organization, well and truly performed the objectives in the Oral Contract, often receiving praise for her performance from her supervisor, Sara Guderyahn, using her standing and reputation in the Native American/Native American activist communities to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and

merchandise for Mr. Wirtz and the Organizations' continued economic benefit (her Oral Contract objectives).

80. Accordingly, all the elements of fraud are met, as Mr. Wirtz knowingly made false statements of material fact in the Oral Contract, inducing Ms. Sanders to accept employment with the Organization, as Ms. Sanders reasonably and justifiably relied on these false statements in the Oral Contract prior to accepting employment with the Organization to her detriment, causing her injuries including the termination of her employment with the Organization, and because of her relationship with Mr. Wirtz and his Organization, Ms. Sanders' relationships with the Native American community is damaged greatly, and finding employment is extremely difficult.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.:

- a. Nina Sanders requests judgment in her favor and against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT IV**  
**FRAUDULENT INDUCEMENT**  
**(against CHICAGO BLACKHAWKS HOCKEY TEAM, INC. and DANIEL WIRTZ)**

81. Ms. Sanders realleges and incorporates paragraphs 1 through 80 as Paragraph 81 of Count IV.

82. Mr. Wirtz knowingly made numerous false statements of material fact to Ms. Sanders in the Oral Contract intending for Ms. Sanders to accept employment with the Organization, including:

- a. He would create full-time positions for Native Americans, including a Director of Native American Initiatives, Native American employees in the Chicago Blackhawks Foundation, and Native American employees in the Chicago Blackhawks Hockey Team;
- b. He would commit to the education of Organization employees regarding Native American history and contemporary issues;

- c. He agreed to dedicate resources and provide funding to the education of Organization employees regarding Black Hawk (born Ma-ka-ti-me-she-kia-kiak) a Sauk leader and warrior born in what is now Rock Island, Illinois, that Ms. Sanders suggested the Organization could claim to be honoring through the Chicago Blackhawks Hockey Team;
- d. He would create a platform for Native American artists to be represented through team merchandising;
- e. He would dedicate Organizational resources to purchasing land in Illinois to give back to the Sac and Fox Nation;
- f. He would actively advocate to, and would change, the Chicago Blackhawks Hockey Team's logo; and
- g. He would cultivate and foster a long-term relationship between Ms. Sanders and the Organization to accomplish all of these objectives because he wanted her to "work for him for years to come."

83. Mr. Wirtz intended for Ms. Sanders to rely on these false statements in the Oral Contractand induce her to accept employment with the Organization so that the Chicago Blackhawks Hockey Team could benefit from their association with Ms. Sanders, as her standing and reputation in the Native American community continues to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit.

84. Ms. Sanders reasonably and justifiably relied on Mr. Wirtz's false statements in the Oral Contract, as he was aware that Ms. Sanders was taking a great risk to her reputation and standing in the Native American community to be associated with the Chicago Blackhawks Hockey Team, with his promises of commitment to Native American honoring and education, and he sought her out for

employment, and gained her trust by initiating and maintaining a personal relationship with Ms. Sanders.

85. In reliance of Mr. Wirtz's promises in the Oral Contract, Ms. Sanders accepted employment with the Organization, well and truly performed the objectives in the Oral Contract, often receiving praise for her performance from her supervisor, Sara Guderyahn, using her standing and reputation in the Native American/Native American activist communities to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit (her Oral Contract objectives).

86. Accordingly, all the elements of fraudulent inducement are met, as Mr. Wirtz knowingly made false statements of material fact in the Oral Contract, inducing Ms. Sanders to accept employment with the Organization, as Ms. Sanders reasonably and justifiably relied on these false statements in the Oral Contract prior to accepting employment with the Organization to her detriment, causing her injuries including the termination of her employment with the Organization, and because of her relationship with Mr. Wirtz and his Organization, Ms. Sanders' relationships with the Native American community is damaged greatly, and finding employment is extremely difficult.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.:

- a. Nina Sanders requests judgment in her favor and against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT V**  
**FRAUDULENT MISREPRESENTATION**  
**(against CHICAGO BLACKHAWKS HOCKEY TEAM, INC. and DANIEL WIRTZ)**

87. Ms. Sanders realleges and incorporates paragraphs 1 through 86 as Paragraph 87 of Count V.

88. Mr. Wirtz knowingly made numerous false statements of material fact to Ms. Sanders in the Oral Contract, intending for Ms. Sanders to accept employment with the Organization, including:

- a. He would create full-time positions for Native Americans, including a Director of Native American Initiatives, Native American employees in the Chicago Blackhawks Foundation, and Native American employees in the Chicago Blackhawks Hockey Team;
- b. He would commit to the education of Organization employees regarding Native American history and contemporary issues;
- c. He agreed to dedicate resources and provide funding to the education of Organization employees regarding Black Hawk (born Ma-ka-ti-me-she-kia-kiak) a Sauk leader and warrior born in what is now Rock Island, Illinois, that Ms. Sanders suggested the Organization could claim to be honoring through the Chicago Blackhawks Hockey Team;
- d. He would create a platform for Native American artists to be represented through team merchandising;
- e. He would dedicate Organizational resources to purchasing land in Illinois to give back to the Sac and Fox Nation;
- f. He would actively advocate to, and would change, the Chicago Blackhawks Hockey Team's logo; and
- g. He would cultivate and foster a long-term relationship between Ms. Sanders and the Organization to accomplish all of these objectives because he wanted her to "work for him for years to come."

89. Mr. Wirtz intended for Ms. Sanders to rely on these false statements in the Oral Contract and induce her to accept employment with the Organization so that the Chicago Blackhawks Hockey Team could benefit from their association with Ms. Sanders, as her standing and reputation in the Native American community continues to pacify resistance to the Chicago Blackhawks Hockey

Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit.

90. Ms. Sanders reasonably and justifiably relied on Mr. Wirtz's false statements in the Oral Contract, as he was aware that Ms. Sanders was taking a great risk to her reputation and standing in the Native American community to be associated with the Chicago Blackhawks Hockey Team, with his promises of commitment to Native American honoring and education, and he sought her out for employment, and gained her trust by initiating and maintaining a personal relationship with Ms. Sanders.

91. In reliance of Mr. Wirtz's promises in the Oral Contract, Ms. Sanders accepted employment with the Organization, well and truly performed the objectives in the Oral Contract, often receiving praise for her performance from her supervisor, Sara Guderyahn, using her standing and reputation in the Native American/Native American activist communities to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit (her Oral Contract objectives).

92. Accordingly, all the elements of fraudulent misrepresentation are met, as Mr. Wirtz knowingly made false statements of material fact in the Oral Contract, inducing Ms. Sanders to accept employment with the Organization, as Ms. Sanders reasonably and justifiably relied on these false statements in the Oral Contract prior to accepting employment with the Organization to her detriment, causing her injuries including the termination of her employment with the Organization, and because of her relationship with Mr. Wirtz and his Organization, Ms. Sanders' relationships with the Native American community is damaged greatly, and finding employment is extremely difficult.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.:



- a. Nina Sanders requests judgment in her favor and against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT VI**  
**NEGLIGENT MISREPRESENTATION (in the alternative to Count V)**  
**(against CHICAGO BLACKHAWKS HOCKEY TEAM, INC. and DANIEL WIRTZ)**

93. Ms. Sanders realleges and incorporates paragraphs 1 through 92 as Paragraph 93 of Count VI.

94. Mr. Wirtz carelessly and/or negligently made numerous statements of material fact in the Oral Contract without ascertaining the truth of said statements to Ms. Sanders intending for Ms. Sanders to accept employment with the Organization, including:

- a. He would create full-time positions for Native Americans, including a Director of Native American Initiatives, Native American employees in the Chicago Blackhawks Foundation, and Native American employees in the Chicago Blackhawks Hockey Team;
- b. He would commit to the education of Organization employees regarding Native American history and contemporary issues;
- c. He agreed to dedicate resources and provide funding to the education of Organization employees regarding Black Hawk (born Ma-ka-ti-me-she-kiak) a Sauk leader and warrior born in what is now Rock Island, Illinois, that Ms. Sanders suggested the Organization could claim to be honoring through the Chicago Blackhawks Hockey Team;
- d. He would create a platform for Native American artists to be represented through team merchandising;
- e. He would dedicate Organizational resources to purchasing land in Illinois to give back to the Sac and Fox Nation;
- f. He would actively advocate to, and would change, the Chicago Blackhawks Hockey Team's logo; and

g. He would cultivate and foster a long-term relationship between Ms. Sanders and the Organization to accomplish all of these objectives because he wanted her to “work for him for years to come.”

95. Mr. Wirtz intended for Ms. Sanders to rely on these statements in the Oral Contract and induce her to accept employment with the Organization so that the Chicago Blackhawks Hockey Team could benefit from their association with Ms. Sanders, as her standing and reputation in the Native American community continues to pacify resistance to the Chicago Blackhawks Hockey Team’s continued use of Native American imagery in the team’s name, logo, and merchandise for Mr. Wirtz and the Organizations’ continued economic benefit.

96. Ms. Sanders reasonably and justifiably relied on Mr. Wirtz’s statements in the Oral Contract, as he was aware that Ms. Sanders was taking a great risk to her reputation and standing in the Native American community to be associated with the Chicago Blackhawks Hockey Team, with his promises of commitment to Native American honoring and education, and he sought her out for employment, and gained her trust by initiating and maintaining a personal relationship with Ms. Sanders.

97. In reliance of Mr. Wirtz’s promises in the Oral Contract, Ms. Sanders accepted employment with the Organization, well and truly performed the objectives in the Oral Contract, often receiving praise for her performance from her supervisor, Sara Guderyahn, using her standing and reputation in the Native American/Native American activist communities to pacify resistance to the Chicago Blackhawks Hockey Team’s continued use of Native American imagery in the team’s name, logo, and merchandise for Mr. Wirtz and the Organizations’ continued economic benefit (her Oral Contract objectives).

98. Accordingly, all the elements of negligent misrepresentation are met, as Mr. Wirtz carelessly and/or negligently made statements of material fact in the Oral Contract, without ascertaining the truth of said statements in inducing Ms. Sanders to accept employment with the Organization, as Ms.

Sanders reasonably and justifiably relied on these false statements prior to accepting employment with the Organization to her detriment, causing her injuries including the termination of her employment with the Organization, and because of her relationship with Mr. Wirtz and his Organization, Ms. Sanders' relationships with the Native American community is damaged greatly, and finding employment is extremely difficult.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.:

- a. Nina Sanders requests judgment in her favor and against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT VII**  
**TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**  
**(against DANIEL WIRTZ)**

99. Ms. Sanders realleges and incorporates paragraphs 1 through 98 as Paragraph 99 of Count VII.

100. Ms. Sanders had a reasonable expectation of continuing her employment relationship with the Organization based on Mr. Wirtz's promises in the Oral Contract of there being a long-term relationship between her and the Organization because he wanted her to "work for him for years to come."

101. Mr. Wirtz was obviously aware of Ms. Sanders' expectation based on his promise.

102. Mr. Wirtz intentionally, and without justification, interfered with Ms. Sanders' expectation of working for the Organization for many years over a long-term relationship because he ended Ms. Sanders' employment relationship with the Organization after acknowledging seeing her harassment in the workplace complaints while she was still employed by the Organization.

103. Accordingly, all the elements of tortious interference with prospective economic advantage are met, as Mr. Wirtz prevented Ms. Sanders' expectation of working for the Organization for many years over a long-term relationship from happening, to her detriment of losing at least \$14,000 a month in income from the Organization.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.:

- a. Nina Sanders requests judgment in her favor and against Daniel Wirtz; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT VIII**  
**UNJUST ENRICHMENT**  
**(against CHICAGO BLACKHAWKS HOCKEY TEAM, INC. and DANIEL WIRTZ and In**  
**the Alternative to Counts I and II)**

104. Ms. Sanders realleges and incorporates paragraphs 1 through 103 as Paragraph 104 of Count VIII.

105. Mr. Wirtz and the Organization benefited from, and continue to benefit from, Ms. Sanders performance of the Oral Contract, along with their association with Ms. Sanders, as her standing and reputation in the Native American community continues to pacify resistance to the Chicago Blackhawks Hockey Team's continued use of Native American imagery in the team's name, logo, and merchandise for Mr. Wirtz and the Organizations' continued economic benefit.

106. Mr. Wirtz and the Organizations' benefit was directly at Ms. Sanders' expense, causing her injuries including the termination of her employment with the Organization, and because of her relationship with Mr. Wirtz and his Organization, Ms. Sanders' relationships with the Native American community is damaged greatly, and finding employment is extremely difficult.

107. Allowing Mr. Wirtz and the Organization to continue to benefit in keeping the Chicago Blackhawks Hockey Team's name and logo for merchandising, violates the fundamental principles of justice, equity, and good conscience, and thus, all elements of unjust enrichment are met.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against Daniel Wirtz and the Chicago Blackhawks Hockey Team, Inc.:

- a. A finding that it is unjust enrichment to allow Daniel Wirtz and the Organization to continue benefiting from Nina Sanders standing and reputation in the Native American community without paying her a salary, or providing a percentage of Chicago Blackhawks Hockey Team's merchandising sales related to their continued use of the name and logo made possible their association with Nina Sanders; and
- b. Such other relief as this Court deems equitable and just.

**COUNT IX**  
**VIOLATION OF THE GENDER VIOLENCE ACT, 740 ILCS 82/1, et seq.**  
**(against the ORGANIZATION)**

108. Ms. Sanders realleges and incorporates paragraphs 1 through 107 as Paragraph 108 of Count IX.

109. At all times relevant herein, the Gender Violence Act, 740 ILCS 82/2, *et seq.* (the "Act") was in full force and effect.

110. The Act defines gender-related violence as a form of sex discrimination and as:

- (1) One or more acts of violence or physical aggression satisfying the elements of battery under the laws of Illinois that are committed, at least in part, on the basis of a person's sex, whether or not those acts have resulted in criminal charges, prosecution, or conviction.
- (2) A physical intrusion or physical invasion of a sexual nature under coercive conditions satisfying the elements of battery under the laws of Illinois, whether or not the act or acts resulted in criminal charges, prosecution, or conviction.
- (3) A threat of an act described in item (1) or (2) causing a realistic apprehension that the originator of the threat will commit the act.

111. The Act further states in pertinent part that:

“Any person who has been subjected to gender-related violence as defined in Section 5 may bring a civil action for damages, injunctive relief, or other appropriate relief against a person or persons perpetrating that gender-related violence. For purposes of this Section, “perpetrating” means either personally committing gender-related violence or personally encouraging or assisting the act or acts of gender-related violence.”

112. Ms. Sanders reported both Joe Podlasek and Chris Boyd’s sexual misconduct, sexual harassment, and sexual abuse to Sara Guderyahn, and other members of the Organization, including Mr. Wirtz, and the Organization refused to take any disciplinary action in reporting either Mr. Podlasek or Mr. Boyd, Organization employees, to the police, refused to implement any safety measures to protect other female employees or fans of the Organization from Mr. Podlasek or Mr. Boyd, or even investigate either individual, which assisted in multiple acts of gender-related violence experienced by Ms. Sanders, Sara Triner, and others.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against the Organization:

- a. A finding that the Organization is in violation of the Gender Violence Act, 740 ILCS 82/2, *et seq.*; and
- b. Such other relief as this Court deems equitable and just.

**COUNT X**  
**WILLFULL AND WANTON CONDUCT**  
**(against the ORGANIZATION)**

113. Ms. Sanders realleges and incorporates paragraphs 1 through 112 as Paragraph 113 of Count X.

114. At all times relevant herein, the Organization, by and through its officers, administrators, agents, and/or employees, had a duty to refrain from acting with an utter indifference and/or conscious disregard for the safety of its employees.

115. Notwithstanding said duty, the Organization, by and through its officers, administrators, agents, and/or employees, including those in management and supervisory positions, committed one or more of the following willful and wanton act and/or omissions in reckless and careless disregard for the safety and welfare of its employees, including Nina Sanders.

116. Ms. Sanders reported both Joe Podlasek and Chris Boyd's sexual misconduct, sexual harassment, and sexual abuse to Sara Guderyahn, and other members of the Organization, including Mr. Wirtz, and the Organization, acting with an utter indifference and/or conscious disregard for the safety of its employee, Nina Sanders, refused to take any disciplinary action in reporting either Mr. Podlasek or Mr. Boyd, Organization employees, to the police, refused to implement any safety measures to protect other female employees or fans of the Organization from Mr. Podlasek or Mr. Boyd, or even investigate either individual, which assisted in multiple acts of gender-related violence experienced by Ms. Sanders, Sara Trainer, and others.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against the Organization:

- a. Nina Sanders requests judgment in her favor and against the Organization; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT XI**  
**NEGLIGENT HIRING AND RETENTION**  
**(against the ORGANIZATION)**

117. Ms. Sanders realleges and incorporates paragraphs 1 through 116 as Paragraph 117 of Count XI.

118. The Organization knew, or should have known, that Joe Podlasek and Chris Boyd had a reputation for sexual misconduct, sexual harassment, and sexual abuse against females within the Native American community, as this information was readily available if the Organization had performed an adequate background investigation of these individuals at the time they were hired, and

certainly after the Organization was made aware of instances of sexual misbehavior towards female employees of the Organization by these individuals. However, the Organization continued to retain a working relationship with Mr. Podlasek and Mr. Boyd.

119. As such, the Organization created a danger of harm to its female fans and employees, including Nina Sanders.

120. As a result of the Organization's negligent hiring and retention, Nina Sanders suffered sexual misconduct, sexual harassment, and sexual abuse from Joe Podlasek and Chris Boyd.

WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against the Organization:

- a. Nina Sanders requests judgment in her favor and against the Organization; and
- b. Any other such relief as this Court deems equitable and just.

**COUNT XII**  
**NEGLIGENT SUPERVISION**  
**(against the ORGANIZATION)**

121. Ms. Sanders realleges and incorporates paragraphs 1 through 120 as Paragraph 121 of Count XII.

122. The Organization had a duty to supervise its employees and individuals it maintained working relationships with, including Joe Podlasek and Chris Boyd.

123. Despite being aware of Joe Podlasek and Chris Boyd's reputations for sexual misconduct, sexual harassment, and sexual abuse against females, the Organization continued to employ both individuals and allow them access to the Organization's female employees at various Organization-sponsored events, including games.

124. As a result of the Organization's negligent supervision, female employees of the Organization, including Nina Sanders, suffered sexual misconduct, sexual harassment, and sexual abuse from Joe Podlasek and Chris Boyd.



WHEREFORE, for the foregoing reasons, Plaintiff Nina Sanders requests the following relief against the Organization:

- a. Nina Sanders requests judgment in her favor and against the Organization; and
- b. Any other such relief as this Court deems equitable and just.

Respectfully submitted,



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Lee Jacobson, Esq.

**JACOBSON LEGAL SERVICES LLC**

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Atty I.D. 62988

**VERIFICATION BY CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and, as to such matters, the undersigned certifies as aforesaid that she verily believes the same to be true.

  
Nina Sanders (May 14, 2024 14:01 MDT)

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Nina Sanders