

**UNITED STATES DISTRICT COURT
for the
CENTRAL DISTRICT OF ILLINOIS
Springfield Division**

LUKE A. THOMAS,

Civil Action No.

Plaintiff,

COMPLAINT

-against-

JURY TRIAL DEMANDED

GEORGEANNE OSMER &
GWENDOLYN M. THOMAS

Defendants.

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Plaintiff, LUKE A. THOMAS, a licensed attorney, pro se, and hereby brings this action under 42 U.S.C. § 1985, among others, to redress said individual's' civil and legal rights, and alleges as follows:

PRELIMINARY STATEMENT

1. This COMPLAINT sets forth a civil rights action in which the Plaintiff seeks relief for the defendants' violations of his rights, individually and collectively, as secured by the Civil Rights Act of 1871, 42 U.S.C. § 1985, by the United States Constitution, including its First, Fourth and Fourteenth Amendments, and by the laws and Constitution of the State of Illinois. Plaintiff seeks compensatory and punitive damages, an award of costs, interest and attorney's fees, and such other and further relief as this Court deems just and proper.

JURISDICTION AND VENUE

2. This action is brought pursuant to 42 U.S.C. §§ 1985 and 1988, and the First, Fourth and Fourteenth Amendments to the United States Constitution. Jurisdiction is conferred

upon this Court by 28 U.S.C. §§ 1331 and 1343, this being an action seeking redress for the violation of the Plaintiffs' constitutional and civil rights.

3. Plaintiff further invokes this Court's supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over any and all state law claims and as against all parties that are so related to claims in this action within the original jurisdiction of this court that they form part of the same case or controversy.

4. Diversity Jurisdiction does not exist between Plaintiff and Defendants. Should facts and claims against persons not named herein be discovered for which diversity jurisdiction exists be severed from this cause, Plaintiffs reserve the right to seek this Court's jurisdiction or other proper federal court with jurisdiction, as to matters in controversy exceed the sum of \$75,000.00, exclusive of costs and interest for each defendant named and exercise of such jurisdiction would otherwise be proper under 42 U.S.C § 1332.

5. There exists one or more federal questions arising out of the controversy between the parties, including the following, which may lead to joinder of one or more agencies or division of the government of the United States, namely the United States Small Business Administration.

6. There exists one or more federal questions and interpretation arising out of the controversy between the parties, including Plaintiff's rights under the Second Amendment of the United States Constitution, federal laws, and rules and regulations of the United States Bureau of Alcohol, Tobacco and Firearms.

7. Venue in this District is proper under 28 U.S.C. § 1391 and under applicable Federal Rules of Procedure.

JURY TRIAL DEMANDED

8. Plaintiffs demand a trial by jury on each claim pleaded herein, unless otherwise prohibited.

PARTIES

9. Plaintiff, LUKE A. THOMAS, maintains a temporary residence in Springfield Sangamon County, Illinois. Plaintiff maintains a permanent residence in Ashland, Cass County, Illinois and is presently and at all relevant times, has been domiciled in the State of Illinois. The matters complained of have caused and continue to cause damages to Plaintiffs in the State of Illinois, among others.

10. Defendant, GWENDOLYN M. THOMAS (hereinafter G. THOMAS), is a resident of Ashland, Cass County, Illinois and is presently domiciled in the State of Illinois.

11. Defendant, GEORGEANNE OSMER (hereinafter OSMER), is a resident of Beardstown, Cass County, Illinois and is presently domiciled in the State of Illinois.

12. Defendant, GWENDOLYN M. THOMAS, is a licensed Illinois attorney and is employed by the Menard County, Illinois State's Attorney's Office as an assistant state's attorney. Prior thereto, Defendant was engaged in the private and public practice of law.

STATEMENT OF FACTS APPLICABLE TO ALL COUNTS

1. The law firm, McClure, Thomas & Thomas,, including its predecessor names (hereinafter referred to as "firm"), was a law firm established in 1883, maintaining its principal place of business at all relevant times in Beardstown, Cass County, Illinois.

2. Prior to Plaintiff's joining the firm, it consisted of four partners, namely George S. McClure (hereinafter "GSM"), L. Milton McClure (hereinafter "LMM"), Bobby G. Hardwick (hereinafter "BGH") and Thomas J. Brannan (hereinafter "TJB"). The partners

practiced under the firm name of McClure, Brannan & Hardwick for at least 20 years preceding the election of Bobby G. Hardwick to Cass County Circuit Judge in November, 2002.

3. As a result of the election, the firm had to wind down the portion of the law practice for which BGH was responsible and also had to resolve BGH's monetary interests in said firm, including the purchase of BGH's interest in real estate, capital, accounts receivable, and future fees for which BGH had an interest in as a result of work performed by the partnership by not resolved prior to BGH taking the bench.

4. To fulfill its ethical duties to clients of the firm, the remaining partners advised clients for which BGH had primary responsibility of his departure of the firm. As part of this communication and in accordance with the Rules of Professional Conduct, clients were advised they could elect to remain clients of the firm, hire new counsel, receive their case files, and also advised them of their right to an accounting and obligation for any outstanding fees and costs. Upon information and belief, the firm utilized a similar method as described hereinabove (collectively hereinafter referred to as "method" or "formula") when any attorney departed the firm, whether an associate or partner. [Note: It is Plaintiff's understanding associate attorneys had no capital interest or any financial concern so that part of the method concerning the same was unnecessary and not utilized].

5. That, immediately following BGH's departure, the firm became known as McClure, McClure, & Brannan.

6. That, Plaintiff was hired on or about January 20, 2003 by the firm as an associate attorney, at which time Plaintiff resided in Springfield, Illinois.

7. Approximately two years later, in 2005, Plaintiff was named partner in the firm, at which time the firm became known as McClure, Brannan & Thomas.

8. At the suggestion of the other partners, Plaintiff relocated his residence to Ashland, Cass County, Illinois in late 2005, for marketing and business purposes—i.e..live where you practice.

9. In 2006, the firm hired Gwendolyn Osmer (Defendant G. THOMAS) as a third-year law student to perform basic research tasks, with the prospect of hiring as an associate attorney upon passing the bar exam. In November 2006, Defendant G. THOMAS was hired as an associate attorney by the firm of McClure, Brannan & Thomas..

10. In November 2008, TJB, among others, made application to fill a associate judge vacancy in this Circuit, and was notified of his selection in December, 2008.

11. As with other departures, the firm utilized the method meet ethical requirements and to purchase TJB's interest in the partnership. Plaintiff exclusively purchased TJB's interest in the real estate, business equipment, goodwill, and similar items. Plaintiff, together with LMM and GSM, purchased TJB's interest in ongoing matters, including accounts receivable. Plaintiff acquired title to TJB's interest the real estate used as the firm's primary office, commonly known as and located at 113-115 S. State Street, Beardstown, Cass County, Illinois and real estate used by the firm as a satellite office/title office, commonly known as and located at 120 East Beardstown Street, Virginia, Cass County, Illinois. Plaintiff, GSM and LAT held title to the real properties in equal shares as Tenants in Common.

12. Upon TJB's departure, the firm became known as McClure, McClure, & Thomas, with Plaintiff, GSM & LMM being the partners of the firm.

13. Upon GSM's retirement or about June 1, 2010, the firm utilized the method to once again meet ethical requirements and to purchase GSM's interest in the partnership. Plaintiff & LMM, purchased GSM's interest in the business equipment, goodwill, accounts receivables

(every business asset other than the real property discussed below) by paying eighty-three and $\frac{1}{2}$ percent (83.5%) of the costs for said items. Defendant G. THOMAS paid sixteen and one-half percent (16.5%) of the costs associated with the business assets and purchased GSM's fractional interest in said real properties by financing the same with repayment deducted from her monthly firm draw at the rate of \$500 per month. At this juncture, title to said real properties was held by Plaintiff, LMM and Defendant G. THOMAS as tenants in common.

14. Upon GSM's departure, the firm became known as McClure, Thomas & Thomas and continued under that name for all relevant purposes until the partnership terminated by definition in June, 2019, as more fully discussed hereinbelow.

15. Unmaterial to the subject of this complaint but for historical context, Plaintiff, LMM and Defendant donated their interest in the Virginia real estate to a local non-profit community improvement charity between the time period of GSM's departure and the remaining dates hereinbelow discussed.

16. On June 1, 2014, LMM retired from the firm partnership. At this time, the firm utilized the same method as before, wherein all of LMM's business interests were purchased, including his interest in the firm's principal office located in Beardstown. LMM continued practicing as "of counsel" for approximately one year thereafter, at which time the firm utilized the method to properly inform current and prospective clients of LMM's departure, including their rights as discussed above.

17. As part of the buyout process, Plaintiff and Defendant G. THOMAS paid for LMM's fractional share of the real estate and business assets equally from monthly, non-marital partnership business income. All expenses associated with said real property paid from business

income; the real property was taxed and owned according to Cass County's tax records as being owned by McClure, Thomas & Thomas, and said tax bills were mailed to the business address.

18. Approximately one year before her formal retirement on June 28, 2017, Judith Hance, the firm's long-time bookkeeper and office manager informed Plaintiff and defendant of her intention to retire so that appropriate succession planning could be undertaken.

19. At the time Ms. Hance informed the firm's partners of her plans, the firm employed Ms. Brooke Ford, Defendant's cousin, as a housekeeper, nanny and part-time personal and legal assistant.

20. Defendant G. THOMAS insisted she wanted to take a more active role in the firm's financial and personnel management, claiming she was uncomfortable with the firm's existing firm management software (Esilaw). This would include transitioning to a more modern firm management software program. A firm management software program called Cosmolex was selected. From approximately November 15, 2018, through the first half of January, 2019, Plaintiff worked tirelessly to make the transition to Cosmolex as Defendant G. THOMAS requested.

21. Cosmolex was launched as the firm's firm management and accounting software effect January 1, 2019.

22. From the announcement about training opportunities until March, 2019, Ms. Range and all remaining staff took advantage of the training opportunities to learn how to independently use the software program. For reasons unknown, Defendant allegedly failed and refused to utilize the training, on-going software support, and failed to properly supervise Ms. Ford regarding her ongoing duties.

23. On or about March 10, 2019, Plaintiff took a day off of work to address ongoing medical symptoms that were causing fatigue to the extent Plaintiff could no longer work the countless hours he had done so for the many years prior.

24. Plaintiff's physician, Dr. David Pittman, referred Plaintiff to have a colonoscopy performed at Springfield Clinic on or about April 26, 2019.

25. The colonoscopy was performed as scheduled, during which an adenocarcinoma was identified. Plaintiff received a diagnosis of Stage III rectal cancer.

26. With the serious diagnosis at hand, Plaintiff sought a second opinion at Mayo Clinic, Rochester, Minnesota.

27. On or about May 10, 2019, Plaintiff underwent comprehensive examination and testing at Mayo Clinic and the previous diagnosis was confirmed. Mayo Clinic provided Plaintiff with a comprehensive five-year treatment plan which was to commence within two weeks of the May 10th appointment.

28. Upon returning to Beardstown from Rochester, Minnesota, Plaintiff informed firm clients, colleagues, courts, employees, and associates of his diagnosis, treatment plan, and need to leave the practice of law, at least temporarily, based on the limited information available to Plaintiff. This was accomplished by correspondence dated May 12, 2019.

29. Prior to this diagnosis, Plaintiff enjoyed good health. Plaintiff never had any major illness and never underwent surgery for any disease or ailment. In other words, Plaintiff had no idea how taxing, physically, mentally and emotionally cancer and cancer treatment would be.

30. At all relevant times, Defendant was aware of Plaintiff's condition, medical plan, and subsequent conditions through the date of this Complaint.

31. Despite receiving the diagnosis aforesaid, Plaintiff continued to finalize client matters, advise remaining clients of the Plaintiff's absence from the practice of law, and the need to secure other counsel, all before departing for treatment on or about May 18, 2019.

32. To the extent relevant to this Complaint, Plaintiff's treatment consisted of:

- A. Seven days of customized radiation in increasing doses (through May 27, 2019);
- B. An 8+ hour robotic surgery which resulted in the removal of Plaintiff's rectum and surrounding tissue;
- C. Placement of a temporary ileostomy for 6.5 months;
- D. Surgery in July, 2019, for medical port placement in Plaintiff's chest to be utilized for in-person infusions of Oxyplatin (six months);
- E. Oral chemotherapy medication taken contemporaneously with ongoing treatment (capecitabine) (six months);
- F. Anti-nausea and various other medications;
- G. Surgery for reversal of the ileostomy;
- H. Surgery for removal of the medical port from Plaintiff's chest;
- I. Many, many blood draws;
- J. Numerous consultations with nurses, specialists, dietitians, social workers, and counselors;

33. Following the intensive surgery and finally knowing the limitations the condition and treatment had on Plaintiff's ability to function on a day-to-day basis, Plaintiff informed Defendant in June, 2019, that she should let Plaintiff's clients know the firm could not assist them and that they should obtain other counsel. In fact, Plaintiff specifically named cases

and clients Plaintiff new Defendant G. THOMAS did not have the time, background, or training to assist.

34. The firm of McClure, Thomas & Thomas maintained private disability insurance through Northwestern Mutual, which paid benefits for temporary and permanent disability.

35. As a result of Plaintiff's medical conditions, Plaintiff made application for disability benefits with Northwestern mutual, which was approved in September, 2019, retroactive to on or about April 25, 2019.

36. Despite Plaintiff's acknowledged disability, before and following Plaintiff's benefit approval, Defendant G. THOMAS would repeatedly insist Plaintiff perform an unreasonable number of household chores, while also insisting he manage the parties' children and demanding Plaintiff assist her with her individual practice and demand Plaintiff complete data input and bookkeeping.

37. Whenever Plaintiff would inform Defendant G. THOMAS he was unable to perform to Defendant G. THOMAS's expectations, she would become irate, insult Plaintiff, and otherwise take advantage of Plaintiff's weakened condition.

38. Defendant G. THOMAS would then insist the parties' minor daughter perform household chores in excess of five hours a day while she was at work, only to return home to tell the minor child and Plaintiff how they failed and that she would take over the chores while "working" full-time. This included vacuuming, dishes, cleaning, lawn care---nothing was satisfactory.

39. Despite her contentions at home, Defendant G. THOMAS engaged in a series of conduct to publicly inform firm clients Plaintiff suffered from "chemo brain" and that she was

the sole source of income for the family, knowing the same to be untrue. In fact, Defendant G. THOMAS's refusal to follow the recommendations of Plaintiff resulted in a \$57,000 loss to the firm in 2019 alone. Despite this, Defendant G. THOMAS demanded Plaintiff magically make up the difference, which resulted in Plaintiff, while undergoing chemotherapy and with an ileostomy, to agree to use all incoming funds to meet Defendant G. THOMAS's personal debts to preserve her credit, while Plaintiff was forced to cease paying his student loans, personal debts, and caused him to lose his personal checking account which he maintained prior to ever meeting Defendant G. THOMAS.

40. Despite Plaintiff's disabling medical conditions, Defendant G. THOMAS insisted Plaintiff travel to Beardstown to assist her in the office. Yet, when Plaintiff would arrive, Defendant G. THOMAS would ignore Plaintiff's request for information so the firm could bill clients. Instead, Defendant G. THOMAS would once again become irate, insisting bills could not go out because had not yet entered her time. Furthermore, Defendant G. THOMAS refused to send out bills for unpaid accounts receivable. It was not until nearly 1.5-2 years later did Plaintiff learn from a staff member that Defendant G. THOMAS failed to send out any rebills during Plaintiff's absence.

41. In February, 2020, Plaintiff informed Defendant G. THOMAS that without income the office was going to need to close and the parties would need to seek employment that not only was less demanding, but that would also allow them to dedicate time to their Type-1 diabetic son who was only 11 years old at the time. Defendant G. THOMAS ignored Plaintiff's advice and demands. Instead, Defendant G. THOMAS became even more demanding at home. Defendant G. THOMAS would easily lose her temper with not only Plaintiff, but also with the minor children in a form of retribution toward Plaintiff.

42. During this same time, Defendant G. THOMAS would represent she performed work for which she received client retainers and would insist work-in-progress (not entered in the firm's accounting program and not recorded) could be billed out against the retainers because she would be working "at night" to properly enter her time and otherwise account for the work she was hired to perform.

43. Upon learning of Defendant G. THOMAS's unconventional billing practices and the liability exposure it caused, Plaintiff was forced to go into the office in attempts to balance and reconcile the firm's client trust account. Because Plaintiff was receiving disability payments at the time, Plaintiff informed Defendant G. THOMAS that while he believed he had the accounts balanced (to the extent all client trust funds were properly accounted for), he was not comfortable working part-time while collecting the aforesaid disability payments. In fact, Plaintiff informed Defendant G. THOMAS that due to the financial peril facing the firm, it made little sense for him to continue to perform unbillable ministerial work and that he should work 2-3 days a week performing work as an attorney for clients such as banks and other entities which Plaintiff previously represented. Defendant G. THOMAS, having performed some basic work for these entities and being in the process of forming professional relationships, insisted she was uncomfortable with Plaintiff performing work as an attorney because he was suffering from forgetfulness and cognitive issues which she repeatedly classified as chemo-brain. Defendant G. THOMAS not only informed Plaintiff of this in a derogatory manner, but she also informed clients, family members and members of the public in which Plaintiff and Defendant G. THOMAS practice of Plaintiff's "chemo brain".

44. Given Defendant G. THOMAS's vehement objections, Plaintiff did not return to the practice of law because he did not want to upset Defendant G. THOMAS, because when

Defendant G. THOMAS did not get her way she would ignore Plaintiff, isolate him, and would otherwise leave Plaintiff alone or leave Plaintiff alone to care for the parties' children, take them on previously planned outings, or otherwise treat Plaintiff with inhumanity. If Plaintiff pointed this out to Defendant G. THOMAS, she called him selfish and would frequently tell him she planned on divorcing him prior to his illness and intended to do so presently. On numerous occasions during this time, Defendant G. THOMAS would remind Plaintiff he had no family in the area and that he was going to die alone.

45. Yet, Defendant G. THOMAS knowing she failed to properly track client funds and having failed to bill, would go a few days at a time assuring Plaintiff she really did not believe in divorce and would show Plaintiff basic care and affection in order to manipulate Plaintiff into assisting her in any manner she deemed necessary. Defendant G. THOMAS did not share the fact she did not track client funds or failed to bill during this time though. Instead, she criticized the long-standing method the firm kept business records and came up with her own "system" that she claimed that she and staff members preferred. This consisted of a haphazard method of making multiple copies of bills and invoices kept in various folders, and would simply reprint prior invoices for existing clients and handwrite what she believed remained owed. This was not tracked in the firm's accounting program and caused the firm's financial problems and liabilities to grow.

46. As a result of her position with the firm, Defendant G. THOMAS also maintained a paid position with Beardstown Savings, s.b. as a board member. It was this position that Defendant G. THOMAS first learned small businesses affected by the Covid could be eligible for grants, payroll, and small business loans. Upon learning of this, Defendant G. THOMAS immediately forwarded the information to Plaintiff and insisted he become the firm's

“grant writer”. During this same time while Plaintiff was receiving disability benefits, Defendant G. THOMAS once again said she planned on divorcing Plaintiff and would be “buying him out”.

47. Given the pandemic, Plaintiff’s compromised immune system, and the need to provide at-home care for the parties’ children, Plaintiff was unable to go to the office with any regularity. Plaintiff informed Defendant G. THOMAS he simply did not understand how the office could remain open with the same number of staff and hours because he was using his disability payments for firm expenses and was also using his personal credit and assets to meet payroll. Given Defendant G. THOMAS’s insistence she had numerous matters she would be billing, her frequent statements of divorce, “buy-outs”, and Plaintiff’s rapidly deteriorating credit and lack of assistance, Plaintiff did not have the strength or energy to challenge Defendant when she would blatantly ignore Plaintiff’s advice regarding her taking on additional clients, modifications of the firm’s methods, her financial demands, and threats of divorce.

48. In May, 2020, Defendant G. THOMAS made application for and received a \$150,000 small business loan from the United States Small Business Administration as 80% owner, despite having not compensated Plaintiff for his non-marital interest in the firm. A portion of the loan was used to make overdue employee pension contributions, to satisfy a judgment obtained against the parties for leased equipment Defendant G. THOMAS previously executed, and, upon information and belief, to pay Defendant G. THOMAS’s parents for monies she borrowed. The remaining monies were used as working capital to keep the firm’s doors artificially and needlessly open. A fractional portion of the monies was used to repay Plaintiff a portion of the significant amount of money Plaintiff loaned to the partnership pre & post-cancer diagnosis.

49. Once the firm's working capital began to dwindle and Defendant G. THOMAS having once again failed to account for her time and properly apply client retainers, Plaintiff once again began returning to the office part-time once the parties' children returned to school full-time. Plaintiff would appear in the office and print various reports, pre-bills and similar necessary items to present to Defendant G. THOMAS and ask necessary questions. Defendant G. THOMAS would quickly become obstinate and angry, insisting she didn't have time to look at the information provided because she was busy "working" or that she didn't feel like it at the moment. This would be followed with the promise she would bring the reports and pre-bills home to work on. The reports, information, and pre-bills went ignored and untouched by Defendant G. THOMAS at home and at the firm's office.

50. Because Defendant G. THOMAS's insistence Plaintiff needlessly come to the office to assist her (see preceding paragraph) Plaintiff felt it necessary to abandon his disability status so as not to create the impression he was attempting to perpetrate a fraud upon the private insurer or the Social Security Administration.

51. Each time Plaintiff would come into the office to assist and attempt to reestablish his practice in hopes of generating much needed income, Defendant G. THOMAS would prioritize her work with staff, insist Plaintiff not only attempt to sort out her record keeping nightmare, but also perform all IT tasks for the office and went as far as demand Plaintiff create an "exercise" room within the office for Defendant G. THOMAS and remaining staff to use. During this same time, Plaintiff would frequently have family members come to the office, including her mother and father, for non-business purposes. After Plaintiff left to pick the children up for school or when Plaintiff was otherwise unavailable to come to the office, Defendant G. THOMAS began taking staff and family members out for drinks (margaritas)

and/or dinner, leaving the office early and coming home well after the time for dinner without previously telling Plaintiff of her plans.

52. Similarly, Defendant G. THOMAS would go to lunch with male attorneys and go out for drinks after work without telling Plaintiff of these plans as well. Defendant G. THOMAS, knowing the family had dinner plans or had previously promised to spend time as a family with the parties' children (who were still suffering from the fear of losing their father), would purposefully fail to share her plans, arriving home well after previously scheduled plans with the family. Defendant G. THOMAS insisted she was entitled to disregard these plans and/or common courtesies, threatening to "ruin the weekend" or to force Plaintiff and the minor children to get rid of the family pets that "she never wanted in the first place". Defendant G. THOMAS, having repeatedly mocked Plaintiff and his "therapy" dogs, knew her actions were to further control and isolate Plaintiff and to keep the minor children from questioning any of her demands.

53. By March, 2021, Defendant G. THOMAS, unbeknownst to Plaintiff, began to disparage Plaintiff to family, clients, and one or more judges in the Eighth Judicial Circuit, informing them she was the sole source of income for the family, she believed the parties were divorcing and that "we" were contemplating dissolving the firm. At home, Defendant G. THOMAS would lead Plaintiff to believe just the opposite—insisting he was paranoid and that she never spoke to anyone about such subjects and never said anything disparaging about Plaintiff to anyone.

54. In approximately May, 2021, with loan money exhausted and Defendant G. THOMAS's conduct unchanged, Plaintiff became more vocal about the need for help at home and the need to close the office, which Defendant G. THOMAS tacitly agreed.

55. Yet, Defendant G. THOMAS, harboring anger and/or ill feelings that she did not overtake the firm exclusively, resumed her ill treatment once again. Plaintiff had a Mayo Clinic appointment during the second week of June, 2021, which the parties previously planned to be a family trip so that Plaintiff would be accompanied by his wife and children instead of traveling alone yet again. As the appointment date approached, Defendant G. THOMAS insisted she believed it would be detrimental to keep the plans because of their 11 year old daughter's softball schedule. Instead of being accused of being selfish or to cause Defendant G. THOMAS to become angry, Plaintiff agreed he would travel alone so that the family could remain home to attend softball games. Defendant G. THOMAS used Plaintiff's absence to establish friendships with parents on the team, having a party at the house wherein Defendant G. THOMAS and the parents drank to the point of extreme intoxication.

56. Once Plaintiff returned from the Mayo trip aforesaid, he began gathering information from the Illinois State Bar Association, Illinois ARDC, and other sources to guide the parties on the proper dissolution of the firm in accordance with establish rules of professional conduct. Once it became clear to Defendant G. THOMAS her desire to take over the firm exclusively was rapidly coming to an end, Defendant G. THOMAS once again engaged in maltreatment of Plaintiff and refused to engage Plaintiff in the process of dissolving the firm in any manner.

57. During this time period, Defendant G. THOMAS insisted she simply did not have time to discuss the dissolution of the firm or to engage in reviewing the materials provided by Plaintiff. Instead, Defendant G. THOMAS insisted she would make the time to review the materials and participate in the process once she got caught up on her work. Defendant G. THOMAS's actions were contrary to her representations, as she continued to take on new

matters, refused to wind up matters that were pending, and simply acted as if the discussions never took place.

58. Defendant G. THOMAS, having not completed any of her mandatory, minimum continuing legal education requirements, insisted she needed Plaintiff to complete her coursework and obtain her education certificates because Plaintiff previously completed his. Defendant G. THOMAS justified her insistence and convinced Plaintiff to do so, because she would watch the videos later. In fact, Defendant G. THOMAS recalled Plaintiff and Defendant G. THOMAS previously enjoyed watching legal education videos together early in their marriage and it would give them something to do together. Regretfully, Plaintiff completed this work for Defendant G. THOMAS based on Defendant G. THOMAS's promises, coupled with days of being called lazy, a failure as a husband, a failure as a leader, and "sleeping all day".

59. Once Defendant G. THOMAS got what she wanted, action on her promises faded just as quickly as she made them. Plaintiff informed Defendant G. THOMAS that she could not continue with the firm because of the mounting debt, numerous ethical issues, and the fact that she was not following through on any of her promises personally or as a business partner. Plaintiff gave Defendant G. THOMAS a deadline of July 31, 2021 to wrap up her ongoing work, withdraw from pending cases and to finally assist in sending out the aforesaid client notices so that the firm could close. Defendant G. THOMAS would agree, acknowledge she should have followed Plaintiff's advice following his initial surgery, and would tell Plaintiff she would relocate for better employment and so that the parties and their minor children could engage in recommended grief counseling and counseling between Defendant G. THOMAS and their son—their relationship was extremely strained as a result of Defendant G. THOMAS's aggressive, sometimes abusive conduct and her otherwise absence from the home.

60. Yet, as soon as Defendant G. THOMAS successfully put off fulfilling her promises until the commencement of a new school year, she rapidly shed her conciliatory nature. By the end of August, 2021, Defendant G. THOMAS once again purposefully insulting and demeaning Plaintiff's health said she would be buying out Plaintiff's interest in the firm and threatened to divorce Plaintiff. Defendant G. THOMAS would repeatedly mock Plaintiff's medical conditions, including the frequency he had to use the bathroom and his appearance.

61. Despite Plaintiff's deeply held belief in family and despite Plaintiff's perception Defendant G. THOMAS was simply grief-stricken and overwhelmed (as mistakenly perceived at the time, either as a direct result of believing Defendant's representations or denial), Defendant G. THOMAS's conduct became outright abusive and destructive by October, 2021. On October 16, 2021 (Defendant G. THOMAS's birthday), following a local concert and dinner Plaintiff and the minor children planned for Defendant G. THOMAS's birthday, Defendant G. THOMAS became intoxicated and irate. Upon misplacing her phone (in the door compartment of the passenger seat) Defendant G. THOMAS started yelling at Plaintiff and the children in the car, carelessly and violently throwing items around, including her purse which struck the parties' daughter (age 9) in the mouth, causing her to have a bloody mouth and causing her to cry. Upon returning home after spending the rest of the evening in silence, Defendant G. THOMAS, unprovoked, began yelling at Plaintiff in front of the children, reminding him he was a terrible father, husband, and that he would die alone.

62. With the ongoing deception and the intolerable aggression, Plaintiff decided to go to the office and conduct a thorough review of the accuracy of Defendant G. THOMAS's representations. Plaintiff learned Defendant G. THOMAS continued taking on new matters despite instructions to the staff not to schedule any new matters. Plaintiff learned Defendant G.

THOMAS was not tracking her time, was not billing, and had failed to keep discernable records in any real manner. Defendant G. THOMAS was being fired by clients shortly after accepting their cases and retainers. Hidden mail, records, and contradictory instructions to staff were discovered. Defendant G. THOMAS would represent clients were going to come in on dates-certain to make payment and after the same did not occur, Defendant G. THOMAS was instructing staff to not be forthright with Plaintiff when he inquired whether such clients came into the office to make payment. Defendant G. THOMAS missed numerous deadlines, court appearances, and previously promised client deadlines, often falsely using Plaintiff's medical conditions and/or the parties' minor son's condition and her need to provide care for them as her reasons all while knowing the same was not remotely true.

63. During this same period, the parties' minor son's diabetes was out of control, causing him to struggle academically and with his behavior at school. Upon information and belief, the discovery of the Defendant G. THOMAS's malfeasance and the ongoing stress became too much, causing Defendant G. THOMAS to become physically and verbally abusive toward the parties' minor son during times she failed to provide proper meals, failed to monitor his daily diabetes needs, and failed to follow the recommendations of the minor's Mayo Clinic Care Team to provide more assistance and more patience with the day-to-day management.

64. Plaintiff informed Defendant G. THOMAS he would be seeking help from the care team and that while he tolerated her behaviors over the past 2+ years towards Plaintiff, her impatience, lack of any assistance and aggressiveness toward the minor child would not be tolerated and would result in making a report of abuse if any corporal punishment or excessive groundings continued. During this same period, Defendant G. THOMAS found a buyer for the firm's office building and said it would be a good reason to finally close the firm so that the

parties could move closer to one of Mayo Clinic's campuses only after being confronted by Plaintiff with the aforesaid issues of malfeasance.

65. While Defendant continued in her insistence, she had not discussed anything about the ongoing problems and insisted she did not speak negatively about Plaintiff or any member of the household with her family, including Defendant G. OSMER, Defendant G. OSMER's conduct toward Plaintiff indicated otherwise. By November, 2021, Defendant G. OSMER, once friendly and caring toward Plaintiff, stopped talking to Plaintiff at family events. Upon information and belief, Defendant G. THOMAS informed Defendant G. OSMER during this time of the fact Plaintiff informed Defendant her conduct violated the Illinois Rules of Professional Conduct, she was becoming abusive, and that Plaintiff could not prepare or sign the firm's partnership returns for 2020-2021 because of Defendant's deception and the unreliability of Defendant's replacement record-keeping system that was employed without consultation with Plaintiff.

66. Defendant G. THOMAS refused to provide any assistance in closing the office, informing her clients of the firm's closure, and simply watched Plaintiff work into exhaustion trying to move all of the office furniture, files and equipment while still trying to get the parties' son on track with his health and academics. In fact, prior to Plaintiff's December, 2021 Mayo appointment, Plaintiff privately informed Defendant he had concerns about a possible cancer recurrence because of the physical and mental exhaustion that occurred. Plaintiff informed Defendant of the private nature of their conversation and Defendant promised the conversations of this nature were always kept private. Less than two days later, Defendant G. THOMAS informed Defendant G. OSMER of the parties' conversation, informing her that "Luke thinks he may be dying". Upon information and belief, Defendant G. THOMAS chose

not to pursue dissolution of the parties' marriage or business partnership at the time in order to determine if Plaintiff's belief was true, which would have allowed Defendant G. THOMAS to inherit Plaintiff's interests based on her understanding of Plaintiff's estate plan and the life insurance benefits naming her as 100% beneficiary.

67. During this same time period, Defendant G. THOMAS wrote the judges that the parties frequently appeared before that she was closing her office, getting out of cases, and ceasing the practice of law to address the immediate health needs of her husband and children. Defendant made similar representations to colleagues and opposing counsel. Defendant made it a point to share these communications with Plaintiff given his previous concerns.

68. Despite the aforementioned representations and ongoing representations to Plaintiff of her willingness to move closer to care providers, Defendant resumed secretly undertaking representation of firm clients for new matters. Defendant ignored Plaintiff's repeated requests we inform clients for which she was the primary point of contact of the closure of the office and their rights related thereto.

69. Despite Plaintiff's condition and need for care and support, Defendant G. THOMAS refused virtually every recommendation and request regarding informing clients of the firm's inability to provide proper representation.

70. Despite Plaintiff informing Defendant G. THOMAS of his inability to return to the office and despite his recommendations to inform existing and future clients of the firm's inability to meet its ethical obligations, Defendant G. THOMAS failed and refused to follow Plaintiff's requests. Instead, she unilaterally took over clients for which Plaintiff previously had primary responsibility and insisted on representing said clients and others she did not have the time, experience, and/or ability to provide competent, ethical representation.

71. Thereafter and through the date of this Complaint, Plaintiff made numerous oral and written demands Defendant G. THOMAS cease taking on new clients, advise existing clients to obtain alternative counsel, and to properly account to clients, Plaintiff and to the firm for her time, use of client funds, management of the firm as the remaining partner.

72. From the time of Plaintiff's medical departure through the date of filing of this Complaint, Defendant failed G. THOMAS failed to obtain proper training necessary to perform her duties, failed to account to clients for legal matters for which she was retained, failed to account for monies required to be held in trust, failed to perform work for which she was paid, and otherwise failed to refund one or more clients refunds of unearned fees despite numerous demands upon her to do so. Rather, Defendant G. THOMAS took various steps to hide the closure of her office, refused to update her records with the ARDC, failed to properly inform clients where she could be found, and failed to maintain a working office number available to clients in hopes of avoiding said clients and in hopes of not having to account for the monies she wrongfully received and converted.

73. Defendant refused to either perform work for which she was engaged, failed to account for time and expenses, and otherwise failed to manage or oversee the management of the firm's financial records and interests.

74. Upon learning of Defendant G. THOMAS's wrongful conduct, Plaintiff asked and ultimately confronted Defendant G. THOMAS to inquire as to the status of matters, her intent, and her plan to rectify the wrongs committed. These efforts were made orally and in writing. Defendant refused to respond to any written questions, concerns or demands. Instead, Defendant G. THOMAS would insist she would wrap up her cases, enter professional time, expenses and would otherwise conclude the firm's business in a method previously used by the

firm or as otherwise recommended by materials Plaintiff provided to Defendant from the Illinois Bar Association, Illinois Attorney and Disciplinary Commission, and various other legal scholarly publications.

75. From Plaintiff's departure of the firm for medical reasons through the closing of the firm's Beardstown office, Defendant G. THOMAS concealed material facts from Plaintiff regarding the firm's management, liabilities, and use of business income; Defendant G. THOMAS insisted all firm mail be provided exclusively to her by staff and further insisted all firm mail remain delivered in Beardstown even after the sale of the Firm's office building in 2019. Once the mail was finally delivered to the parties' residence in Ashland, Illinois, Defendant G. THOMAS would insist on being the person to obtain the mail and began a pattern of hiding mail throughout the home, including important tax notices, business mail, client-related mail and documents, and monies to be deposited so that Plaintiff would not learn of Defendant G. THOMAS's ongoing conduct and the liabilities it created.

76. Following the closure of the firm's physical office location in Beardstown in December, 2021, Defendant G. THOMAS continued intentionally misleading Plaintiff, clients and courts in which she appeared to cover mistakes, professional malfeasance and violations of the Rules of Professional Conduct; Defendant G. THOMAS attempted to create a perception she was dedicated to her husband and children instead of being obsessed with her ongoing malfeasance and insistence to practice law during a time it was improper to do so. Defendant G. THOMAS, by written correspondence sent in mass to various judges, clients and court personnel, advised she was finally concluding the practice of law under the firm in 2021; this too proved to be a material misrepresentation, as she continued taking on new clients against

Plaintiff's demands, concealing numerous client matters, and otherwise concealing significant, relevant information from her law partner in contravention of ethical, moral, and legal duties;

77. Despite Plaintiff's unequivocal departure from the firm, Defendant G.

THOMAS continued to practice law under the firm name through 2022 and despite doing so over Plaintiff's objection, has failed to account for and report income received, liabilities incurred, new and ongoing client matters, client funds that were supposed to be held in trust, client identities, and the identity of the counties in which she had state court legal matters pending. In fact, Despite being the only principal actively participating in the firm on a day-to-day basis from 2020 through 2022, Defendant G. THOMAS has failed to account for her professional time, and the income and expenses of the firm. Defendant G. THOMAS has repeatedly and intentionally failed to assist in any manner in compiling her time, and the income and expenses of the firm knowing she had a duty to do so not only to Plaintiff, but also to various taxing authorities and other public bodies. This has resulted in the firm failing make its tax filings, which may result in penalties, fines or both.

78. Plaintiff has informed Defendant G. THOMAS, orally and in writing, for the need to account to Plaintiff, clients and taxing authorities for all business income, income held in trust, and expenses so that accurate tax returns and reporting requirements could be met.

79. Through the date of this Complaint, Defendant G. THOMAS has insisted she intends to bill clients for work performed in 2019 to the present but, despite having more than ample opportunity, Defendant has still failed to perform necessary record keeping, accounting or other steps to finally conclude the firm's business.

80. During the same three-year period, Defendant G. THOMAS has informed Plaintiff she intends to continue the firm's business as a solo practitioner, insisting she would buy Plaintiff's interest in said firm.

81. Despite the representations aforesaid, Defendant G. THOMAS has also contended she plans to finalize the firm's business so she may run for Cass County State's Attorney; that she is going to get a "State job" or that she simply has done nothing wrong ethically or professionally and that Plaintiff is to blame for the ultimate failure of the firm.

82. Defendant G. THOMAS, knowingly misrepresented that she was going to pay Plaintiff's 2022 Attorney Registration fees at the same time she paid her own from the firm's business income. It was not until Plaintiff discovered mail hidden from Plaintiff that Defendant G. THOMAS paid her own registration fee, but failed to pay Plaintiff's fees, causing Plaintiff to be listed as inactive on the Supreme Court roll of active attorneys.

83. Defendant G. THOMAS's numerous intentional and/or negligent acts or omissions, violations, and breach of duties, combined with Defendant G. THOMAS's inducements, has caused Plaintiff to suffer monetary damages, damages to his personal and professional reputation; Defendant's conduct caused Plaintiff to rely on Defendant's words, statements and actions to his detriment and caused Plaintiff to otherwise delay reporting Defendant G. THOMAS's misconduct as required under the Illinois Rules of Professional Conduct.

84. Upon information and belief Defendant G. THOMAS has taken, concealed, destroyed or otherwise negligently misplaced all necessary client files, financial records, and assets of the firm, including Plaintiff's own work product, and proprietary data all to Plaintiff's detriment, making it impossible for Plaintiff to practice law, conclude the affairs of the firm,

and/or to advise clients of their right to retain Plaintiff or any alternative counsel, or to seek compensation for his business interests. Defendant G. THOMAS's conduct is intentional and in accordance with at least some of her stated intentions.

85. During this time period, Defendant G. THOMAS failed to properly perform her obligation under the Code of Professional Conduct, failed to account for all relevant matters related to the law partnership, and actively took steps to prolong the proper dissolution of the firm by sequestering mail, failing to disclose acts of potential malpractice, refusing to limit new matters, and by failing to meet minimum continuing education and training requirements.

86. By June, 2021, Plaintiff made demands Defendant G. THOMAS finally cooperate with winding down the Firm's operations. Plaintiff provided Defendant G. THOMAS with sample letters to use to inform clients of the decision to close the firm and made demands she cease taking on even more new client matters because she was failing to accurately account for her professional time, client billing, calendarization of client matters and other important dates, and had otherwise repeatedly informed Plaintiff she wished she would have closed the office after Plaintiff's diagnosis instead of digging such a huge hole for herself and the firm.

87. Defendant G. THOMAS's remorse was short-lived. Defendant G. THOMAS then once again became irate and irrational about the need to wind down the firm. Defendant G. THOMAS refused to take any of the actions necessary, and, instead, told Plaintiff she was divorcing him and was "buying" his interest in the partnership despite Plaintiff not soliciting such offer.

88. During this same time, Defendant G. THOMAS reminded Plaintiff she previously planned to divorce Defendant had he won the aforesaid election and that his cancer diagnosis was a "sign from God" for her not to do so. After refusing to travel with Plaintiff to

his cancer treatment earlier in the month (June 2021), in favor of staying home to drink to the point of extreme intoxication with parents of the parties' minor children's softball teammates, Defendant THOMAS assured Plaintiff she would assist in cleaning up the mess she created by closing the firm.

89. Defendant G.THOMAS informed Plaintiff in order for her assist with winding down the firm (again), she needed to focus on her existing cases and inputting her professional time into the firm's firm management software. Defendant G. THOMAS, knowing Plaintiff's desperation to not go further in debt and risk further professional exposure, once again began exploiting Plaintiff's desires and condition. Defendant G. THOMAS informed Plaintiff he was lazy, slept too much, he could have practiced law the entire time of his treatment because her secretary came back to the office during breast cancer treatment and that he must assist her with meeting her deadlines.

90. Defendant G. THOMAS, using the aforesaid to her advantage, advised Plaintiff she did not take any of the educational coursework required to meet her Minimum Continuing Legal Educational requirements as required by the Illinois Supreme Court. Defendant was required to report compliance with the Illinois Supreme Court's MCLE requirements by June 30, 2021. Defendant G. THOMAS knew Plaintiff had completed his coursework and insisted Plaintiff complete her requirement for her online because she "did not have time" to close the office and that she believed Plaintiff had the free time to do so. Defendant G. THOMAS advised Plaintiff she would complete the education requirement on her own after she was able to do "more than tread water".

91. Plaintiff, relying solely on Defendant G. THOMAS for personal care, support, and assistance, both personally and with the parties' minor children, and to avoid another lengthy

period of being treated poorly as a result of Defendant G. THOMAS's pattern of irate and irrational behavior, was faced with complying with Defendant G. THOMAS's demands or face a very unsafe and unhealthy home environment due to Defendant's toxic behavior. Plaintiff informed Defendant G. THOMAS she put him in a precarious position of either complying with her demands or having to make a compulsory report to the Illinois Attorney Registration and Disciplinary Commission.

92. Once Plaintiff completed the coursework necessary for Defendant G. THOMAS to report compliance prior to June 30, 2021 (due date), Defendant G. THOMAS reneged on her commitment to wind down the firm and once again ignored Plaintiff's advice, requests, and demands pertaining to the firm's business and the parties' obligations. Upon information and belief, Defendant G. THOMAS advised Defendant OSMER of Plaintiff's demands during this time.

93. Upon information and belief, Defendant G. THOMAS had frequent contact with Defendant OSMER to discuss the status of Plaintiff's health, ongoing issues with the firm's operations, and Plaintiff's demands the firm cease operations and wind down its affairs. Upon information and belief, Defendant G. THOMAS made many misrepresentations about her workload, the reason for the firm's need to close, and even why she was unable to complete work for Defendant OSMER, which required Plaintiff to finalize a land sale transaction for Defendant OSMER pro bono.

94. On November 1, 2021 and throughout the month of November, 2021, Plaintiff would appear at the former firm's office location in Beardstown to stress to the remaining staff members the need to decline all further representation and provided various reports and client lists to Defendant G. THOMAS and support staff so that active clients could be ascertained and

informed of the impending closure of the firm's physical office location. At the same time, Defendant G. THOMAS refused to assist with the closure of the office or the process to properly and ethically inform existing clients of the firm's closure. Instead, despite clearly missing deadlines for clients (one of which constituted malpractice), Defendant G. THOMAS continued taking on new clients while making and private representations to the contrary.

95. From December 1, 2021 through December 21, 2021, Plaintiff and his minor son moved all furniture and files from the office location to the Defendant Thomas's personal residence with the understanding Defendant G. THOMAS would be finalizing "the few remaining" cases she was involved in so the parties could close the office and move closer to Mayo Clinic so that Plaintiff and the parties' minor son could continue to receive medical treatment in accordance with previously determined treatment plans that both Plaintiff and Defendant G. THOMAS obtained and approved.

96. Due to the extreme stress, lack of help, and physical exhaustion and exertion required due to Defendant G. THOMAS's refusal to cease her conduct or assist with the closure of the office and move of the physical property at the firm, Plaintiff privately confided he felt as if he could die and that he desperately needed Defendant G. THOMAS'S help. The next day, Defendant G. THOMAS secretly informed Defendant G. OSMER of Plaintiff's statements. Rather than file divorce, object to the closure or seek other lawful or legal relief, Defendant G. THOMAS decided to wait to see if Plaintiff's condition was such it would be unnecessary to seek such relief should Plaintiff's health truly be as serious as represented.

97. Upon returning from a visit at Mayo Clinic on or about December 17, 2021, Plaintiff informed Defendant G. THOMAS of his health assessment and that he while he was

exhausted, his health status was not life threatening. Defendant G. THOMAS promptly informed Defendant OSMER of this representation as well.

98. In January 2022, Defendant G. THOMAS represented to Plaintiff she would move with the family near Mayo Clinic as planned. Defendant G. THOMAS unilaterally decided to inform members of the community of the move. Yet, these representations were no sooner made, then Defendant G. THOMAS not only continued holding herself out as actively engaged in practicing law as a “partner” of McClure, Thomas & Thomas, she secretly began taking on new client matters knowing Plaintiff disapproved and knowing Plaintiff was not actively engaged in the practice of law. This conduct was contrary to representations she made not only to Plaintiff, but also to the various judges and courts in which she regularly appeared, to opposing counsel, to existing clients and to creditors of Plaintiff.

99. Once Plaintiff confronted Defendant G. THOMAS, about the ongoing representation, she once again indicated she was going to divorce Plaintiff and that she was “buying his interest” out of the firm. Upon information and belief, Defendant G. THOMAS advised Defendant OSMER of these representations and sought to delay the chance of any move (voluntarily or court-ordered) by prepaying for graduation decorations, invitations and similar items in February 2022, months before their son’s anticipated graduation from 8th grade in May 2022.

100. Over the next several months, Plaintiff informed Defendant G. THOMAS of her past representations, the need to cease practicing law as a partnership (only one attorney), the need to advise clients and taxing authorities of the status of the firm. Defendant G. THOMAS would become irate, intentionally isolating and speaking cruelly to Plaintiff, knowing his health conditions and circumstances prevented Plaintiff from seeking relief. Instead, Plaintiff

was forced to send formal cease and desist demands upon Defendant G. THOMAS and advise her once again of the need for compulsory reporting her unethical conduct. This would further infuriate Defendant G. THOMAS until she would temporarily make representations that she was not taking on new matters, wanted to “save her marriage” and was not conferring with Defendant OSMER or anyone else about the status of the firm or the representations made. Yet, Defendant OSMER also began refusing to speak to Plaintiff in public and her attitude and demeanor had changed to clearly indicate Defendant G. Thomas’s representations were untrue.

101. Over the summer of 2022, Defendant G. THOMAS continued secretly taking on new client matters, including matters she was paid “cash” that she did not record and did not report, and continued misrepresenting her ongoing practice to both Plaintiff and the public. She continued using the firm name even though Plaintiff was not actively practicing law and was not authorized to do so due to his inactive status. Defendant G. THOMAS’s intentionally wavering positions continued throughout the summer, wherein she indicated she would finally have the time to fulfill her duties once “the kids returned to school in August”. Yet, Defendant did nothing in accordance with these representations. Defendant G. THOMAS intentionally refused to update her contact information with the Illinois ARDC, used various phone numbers, letterhead, signature blocks, misleading the public, clients and colleagues of her office location, contact information, firm affiliation, and business mailing address, all in attempt to buy time to figure out how she was going to resolve her mounting issues resulting from her deception and malfeasance.

102. At the beginning of August, 2022, Plaintiff, under the belief that Defendant G. THOMAS suffered from physical illness, mental illness or addiction, reluctantly told Defendant G. THOMAS she must either seek help or he would be required to report her

conduct to the Illinois ARDC. Instead, Defendant G. THOMAS and Defendant OSMER met on or about August 26, 2022, and agreed to conspire to deprive Plaintiff of certain civil rights and to prevent him from making the compulsory report to the ARDC and to prevent him from advising taxing authorities of the reason for unfiled tax returns during the time period Defendant G. THOMAS earned substantial income under the firm's FEIN of xx-xx9269.

103. During this same time period, Defendant G. THOMAS became exceptionally hostile and cruel, in attempts to gaslight Plaintiff by refusing to assist Plaintiff with their son's diabetic needs and by refusing to assist in any manner in cleaning their home. She made fun of Plaintiff's cancer diagnosis, the frequency of his bowel movements and his appearance. She repeatedly told Plaintiff he was not a man, he needed to take care of the kids by himself and would otherwise become impatient and irate with the parties' children in an attempt to upset Plaintiff. Defendant demanded Plaintiff provide care for the parties' minor children so she could have drinks with her sister and cousin, attend "her" family's functions, and attend services of distant maternal relatives, all while the aforesaid matters went unattended.

104. On or about September 3, 2022, Given Defendant G. THOMAS's proclivity to use others' efforts, time and assets to meet whatever she perceived as a present need, Plaintiff wrote to Defendant G. THOMAS's parents out of concern and further advised them of the state of the firm, business and personal financial conditions, and that they should not loan any money to the parties for firm or personal expenses because they would be considered an inside creditor should the parties seek bankruptcy or similar protection.

105. Plaintiff advised Defendant G. THOMAS he would be making the compulsory report to the ARDC. Plaintiff advised Defendant G. THOMAS he would make said

report and advise clients the partnership ceased to exist unless Defendant G. THOMAS sought the aforesaid help prior to the September 12, 2022, at 8:30 a.m.

106. On or about September 9, 2022, Defendant G. OSMER, appeared at Plaintiff's home after Plaintiff informing Defendant G. OSMER he did not wish to speak to her under the auspices she was only coming to provide a ride for Defendant G. THOMAS. Instead, she insisted on traversing across Plaintiff's yard to confront Plaintiff at the entryway of Plaintiff's rear French doors. Plaintiff pleaded with Defendant G. OSMER to stop with her aggressive behavior, reminding her that Defendant G. THOMAS represented previously to Plaintiff that G. OSMER allegedly told Plaintiff's dying parents that she would look after Plaintiff and his children as if they were her own. Defendant G. OSMER began laughing and immediately said "Now you are just pulling things out of your hair", gesturing as if she was pulling her hair out. Defendant G. THOMAS previously informed Defendant G. OSMER that Plaintiff suffered from a scalp condition/infection which occurred after Plaintiff's chemotherapy treatment and that Plaintiff often wore a hat to cover it.

107. Following the aforesaid incident, on about September 9, 2022, Plaintiff served Defendant OSMER and her spouse with a Notice of No Trespass electronically. The Notice of No Trespass instructed the named individuals, including Defendant OSMER, not to enter upon Plaintiff's residential property located at XXX XXth XXXvan Street, Ashland Cass County, Illinois. Hard copies of the Notice of No Trespass were subsequently mailed to Defendant OSMER's United States mailing address of 1XXX XXXXXrson Street, Beardstown, IL 62618. Defendant OSMER, under oath, admitted to receiving both Notices of No Trespass and further acknowledged receiving a Federal Rule 26 pre-Complaint Notice to Preserve Evidence. The Rule 26 Notice required, among other things, for Defendant OSMER (and

Defendant G. THOMAS) to preserve all text messages and electronic communications between Defendant OSMER and Defendant G. THOMAS, among others. (*Cross-Examination testimony of Georgeanne Osmer, February 3, 2023, Cass County, Illinois Case Number 2022-DC-15*).

108. On September 9, 2022, Defendant G. THOMAS forwarded a petition for dissolution of marriage to an email account belonging to Defendant OSMER and left the parties residence and returned just a few hours later. Defendant G. THOMAS, returned home for the purpose of cleaning the parties marital bedroom for the first time in 11 years and cleaned the parties' minor son's room for the first time since the parties moved into the home in 2011. Defendant G. THOMAS knew Plaintiff previously asked her for many years to assist with cleaning these rooms and further knew Plaintiff previously indicated her unwillingness to at least assist with cleaning the minor son's room could be considered child abuse because the minor's medical conditions caused him to suffer from nocturnal enuresis as a result of high blood glucose at night from his Type-1 diabetes condition. Defendant G. THOMAS, after consulting and conspiring with Defendant OSMER on or about September 9-10, 2022, took the aforesaid actions in anticipation of having law enforcement enter the home and did not want her neglectful conduct to be discovered.

109. On September 10, 2022, Defendant G. THOMAS spent the afternoon refusing to assist with meal preparation for the minor children, refused to assist with the minor children and otherwise left Plaintiff to provide the care for the minor children despite Plaintiff asking for assistance. From August 16, 2022, through September 10, 2022, the parties minor son suffered from extremely low blood sugars at night, for which Plaintiff was required to wake up numerous times to render care to the minor and monitor his condition without any assistance from Defendant G. THOMAS, who would go to bed after drinking Vodka Bloody Mary

Cocktails, combined with 1.5x the recommended dose of Nyquil (generic Dollar General Cough Cherry Flavored), 10-20mg of Alprazolam, and two 10mg dissolvable Natrol melatonin tablets. Defendant G. THOMAS followed this nighttime regimen for many years last past, oftentimes calling it “Mommy’s Cocktail”, “My Sleep Medicine”, or otherwise bizarrely brag to family members and members of the public she took enough sleep medicine to tranquilize an elephant because she was so “wound with energy” she could not sleep otherwise. This combination of alcohol, OTC drugs, and prescription drugs caused Defendant G. THOMAS to be of no use during the minor child’s nighttime diabetic episodes.

110. Unbeknownst to Plaintiff at the time, Defendant G. THOMAS and Defendant OSMER agreed and conspired to remove all of Plaintiff’s assets, including firearms, cash, non-marital property, ammunition, computers, and other property from the residence using an Ex-Parte Emergency Order of Protection based on misrepresentations to gain access and control over the aforesaid property and to assert exclusive control of the parties’ bank accounts. Defendant G. THOMAS opened new bank account(s) in her name only, used marital funds without Plaintiff’s knowledge or permission out of the parties’ joint savings account to pay off a loan secured by her personal vehicle, both of which were in her name only. Defendants agreed G. THOMAS would “borrow” money from Defendant OSMER rather than deposit monies into the parties’ non-marital business account to deprive Plaintiff access to funds to support himself, obtain computer access or otherwise pay for any filing fees to pursue legal relief of which Plaintiff informed defendants to which Plaintiff believed he was entitled to pursue under the facts and circumstances existing at the time.

111. During the next several weeks, Defendant G. THOMAS refused to deposit money in the parties’ non-marital business account to deprive Plaintiff access to pay bills, obtain

shelter, obtain medical care, and to pay his contractual obligations. Defendants agreed that G. THOMAS would “borrow” money from Defendant OSMER to pay her day-to-day expenses, business expenses, and to be able to otherwise claim Defendant G. Thomas had “no money”.

112. During this same time period, Plaintiff informed Defendant G. Thomas of the ongoing medical and prescription needs of the parties’ minor son and the fact that he was uninsured as a result of Defendant hiding additional assets that could have been easily liquidated to cover the insurance premiums. Defendant G. THOMAS and Defendant OSMER conspired to fraudulently obtain public assistance for Defendant G. THOMAS by using local DHS offices which employed persons familiar with their family and their father’s/husband’s career as Sheriff of Cass County, Illinois.

113. On September 11, 2022, at approximately 11:55 p.m., the parties’ minor son began experiencing another hypoglycemic episode with an uncontrolled low. Plaintiff, exhausted from having been the sole medical provider for the two preceding nights and over the past month and year in general, called Defendant G. THOMAS for assistance. G. THOMAS angrily answered the phone. She placed the call on speakerphone so Defendant OSMER could also hear the conversation. Defendant G. THOMAS and Defendant OSMER grumbled when Plaintiff asked for Defendant G. THOMAS’s assistance and then immediately complained that she bumped into her father’s truck as she was apparently attempting to leave her parent’s driveway in Beardstown, Illinois. Plaintiff called back within minutes to advise Defendant he did not need assistance. Plaintiff did this to avoid the possibility of confrontation given the unexplainable reception his pleas for help were being met with—the focus needed to remain on the minor child’s condition.

114. Having received no assistance, Plaintiff woke up after approximately 1.5 hours of asleep extremely exhausted. Plaintiff, dry heaving and weighing only 159 pounds, woke up to get his daughters and ready for school. The minor son ended up running behind due to his fluctuating blood glucose and was showering when Plaintiff took the minor daughters to school. Upon returning home from dropping off from school, Plaintiff met by the Cass County Sheriff in his front yard who served an Ex-Parte Emergency Order of Protection (vacated upon notice and rehearing). Plaintiff, having practiced family law in the area for years, was shocked when the Cass County Sheriff attempted to hand Plaintiff \$1,000 cash in a white envelope. When Plaintiff inquired why he was attempting to give Plaintiff money, Cass County Sheriff Devron Ohrn indicated it was from Defendant OSMER and her husband. Defendant G. THOMAS and Defendant OSMER previously conspired to have the money withdrawn from the bank and delivered upon serving the Ex-Parte Order. Upon information and belief, Defendants G. THOMAS & OSMER arranged for delivery of the money in an attempt to appear caring, knowing the actions they planned to take following.

115. Within approximately an hour of having Plaintiff served, Defendant G. THOMAS and Defendant OSMER, acting in concert with previously determined plans, enlisted at least four other persons to assist them in wrongfully removing, converting, concealing, or disposing of Plaintiff's personal property, consisting of cash, glasses, financial and personal records, memorabilia, electronics, computer drives, firearms, ammunition, hunting gear, pocket knives, antique swords, survival gear, tools, clothes and other personal property yet to be full determined. These actions were done without lawful authority, permission or consent of Plaintiff at any time and persisted even after Plaintiff informed Defendants of his objections on multiple occasions thereafter.

116. Soon thereafter, Defendant G. THOMAS and Defendant OSMER planned to obtain public aid benefits from the Illinois Department of Human Services by utilizing a local Beardstown office with an employee familiar with Defendants in hopes Defendant G. THOMAS's application would not be closely scrutinized. Upon information and belief, despite having nearly \$26,000 in self-employment gross earnings during the 30 days preceding making application, Defendant G. THOMAS reported having no income and maintained that she had no income each month for the next three months, knowing the same to be untrue.

117. Defendant G. THOMAS and Defendant OSMER agreed that Defendant OSMER would "loan" Defendant G. THOMAS monies for monthly bills, living expenses, recreation, and entertainment, so that Defendant G. THOMAS would not have to deposit monies in the firm's bank accounts or her individual accounts to hide her self-employment income to maintain ongoing eligibility for the public aid benefits. Despite Plaintiff's pleas for money to be deposited into the former firm's business account so that he would maintain his life insurance contract(s), cellular phone contracts and otherwise have access to money for food and shelter, Defendant G. THOMAS and Defendant OSMER persisted in their scheme. Defendant G. THOMAS, knowing the aforesaid account would be and ultimately was overdrawn, purposefully held self-employment fees (a check in excess of \$4,000) from at least September 12, 2022 to October 13, 2022 to deprive Plaintiff of his interest in said fees, to purposefully underreport her income, and to otherwise intentionally inflict physical and emotional pain upon Plaintiff in retribution for Defendant OSMER's anger toward Plaintiff for publicly calling out said Defendant's defamatory and slanderous comments made orally and in writing.

118. Over the next several months, Defendant G. THOMAS would intentionally engage Plaintiff for the purpose of obtaining information believed to be necessary

for Defendants' joint plan. Defendant G. THOMAS would forward emails and text messages to Defendant OSMER for the purpose of furthering their conspired plans, including, but not limited to, preventing Plaintiff from obtaining or maintaining access to phone service to report Defendant G. THOMAS'S abuse and neglect of Plaintiff and the minor children.

119. Defendants, acting individually and in concert, made false and defamatory comments orally and in writing to members of the public, including former firm clients, friends and family members, claiming Plaintiff suffered from mental illness and engaged in disreputable conduct in an attempt to discredit Plaintiff and to prevent him from exercising his Constitutional rights.

120. Defendants, acting individually and in concert, purposefully hid, concealed, converted, and/or destroyed Plaintiff's personal property aforesaid for the purpose of depriving Plaintiff of his rights and for the purpose of "securing" the alleged loan made by Defendant OSMER to Defendant G. THOMAS. Defendant OSMER, being mistaken about the law and the role of prosecutors in our system of jurisprudence, acted under the belief that Plaintiff had the legal authority to prosecute Defendant OSMER for federal crimes. In fact, following a contested hearing on or about October 18, 2022, in Cass County, Illinois and upon Plaintiff being reunited with his children, Defendant G. THOMAS asked Plaintiff "So are you still going to prosecute my parents?"

121. Over the next month, Defendants engaged in conduct to intimidate, harass, and discredit the parties' minor son because he was a witness to Defendant G. THOMAS's conduct occurring in 2019-2022.

122. Defendant G. THOMAS, acting with or at the direction of Defendant OSMER, refused to finalize billable matters, failed to inform Plaintiff of important financial

matters, and hid, concealed and/or destroyed financial and business mail and records. Upon Plaintiff discovering some of the records hidden throughout the marital home, Defendant G. THOMAS and Defendant OSMER removed all security cameras and a vast number of records from the home believing they contained incriminating information about Defendant G. THOMAS's misrepresentations used to secure the public aid benefits aforesaid. Upon information and belief, Defendants removed to aforesaid mail and records to be stored at Defendant OSMER's residence. Defendants also installed matching keyed locks in both Defendants' residences to house the aforesaid records, mail and Plaintiff's personal property aforesaid.

123. Defendants, acting in individually and in concert, engaged in a series of conduct to spread false information to Plaintiff's children and family, including, but not limited to, publicly claiming Plaintiff was panhandling on the streets, using street drugs, living in squaller and otherwise posed risk to children.

124. Defendants, acting individually and in concert, intentionally and maliciously used their ongoing "loan" scheme to:

A. Attempt to prevent Plaintiff from filing suit to preserve and protect his rights, and when informed Plaintiff wished to seek redress of the violations of his rights, mock Plaintiff by stating "How do you plan to get the filing fee {smirk}?"

B. Attempt to use duress to force Plaintiff to agree to "borrowing" money from Defendant OSMER for Christmas presents for the parties' minor children. Defendant G. THOMAS, believing Plaintiff had no separate means to celebrate Christmas with the minor children aforesaid, threatened to forego Christmas, a known important date to Plaintiff based on his religious beliefs until December

26th. Defendant OSMER reaffirmed her attempt to falsely claim Plaintiff agreed to such “loan” on or about February 3, 2023, through her testimony in Cass County, Illinois Case Number 2022-DC-15, claiming Plaintiff “agreed” to such loan.

C. Prevent Plaintiff from obtaining proper, lawful health insurance and medical care, both claiming to use all disposable income on the same household expenses “loaned” and as previously set forth, prevent the proper identification of self-employment income of Defendant G. Thomas from Plaintiff and government agencies.

D. Prevent Plaintiff from seeking timely reporting income of the firm to tax authorities, knowing Defendant G. THOMAS, intentionally or unintentionally, was actively evading timely reporting income to taxing authorities, accounting to former firm clients, and otherwise prevent the lawful exercise of Plaintiff’s First and Second Amendment rights.

E. Prolong litigation and mislead authorities as to their intention to permanently deprive Plaintiff of his personal property interests and his interest in real property commonly known as XXX North XXXvan Street, Ashland, Cass County, Illinois, in whole or part.

125. During the next several months, Defendants continued with implementation and deploying their agreement. Defendant G. THOMAS contended she “borrowed” money from Defendant OSMER for virtually every household and business expense. During the same period, Defendant G. THOMAS possessed and hid checks and money orders instead of depositing them into the parties’ business accounts to either prevent Plaintiff from

accessing monies lawfully belonging to him and/or to prevent Illinois DHS from discovering Defendant G. Thomas's true income. Also, during this same time period, Defendant G. THOMAS refused to bill and collect numerous estate fees and other client payments lawfully due because she was concerned it would make her ineligible for ongoing benefits and that the health care coverage was an "important benefit" to the family, despite interruption to the established medical care and diabetic care plans previously established by Mayo Clinic for Plaintiff and the parties' minor son.

126. During this same period, Defendant G. THOMAS shared private and public texts and emails from Plaintiff with Defendant OSMER to coordinate and conspire to prevent Plaintiff from being able to obtain monies for medicine, healthcare, health and vehicle insurance. Defendants secretly kept Plaintiff's assets at Defendant OSMER's residence to prevent Plaintiff from accessing his non-marital and marital assets to use for such expenses. Defendant OSMER would remind Defendant G. THOMAS Plaintiff sought "so much money" as part of any resolution, discouraging Defendant G. THOMAS from reaching any agreement that would provide Plaintiff with assets to obtain the aforesaid items/services.

127. Despite having monies available in accounts, liquid and semi-liquid assets, Defendant G. THOMAS and Defendant OSMER agreed Defendant OSMER would "loan" Defendant G. THOMAS money to purchase Christmas presents for the parties' minor children despite Plaintiff's previous objections to borrowing money from inside creditors. Defendant G. THOMAS attempted to get Plaintiff to agree to "borrowing" such money under duress under the threat that the parties' minor children would only get a partial Christmas on "her" time, during a time Defendants thought Plaintiff had no assets available to otherwise provide for the minor children. This was contrary to Plaintiff's established religious and personal beliefs in an attempt

to document Plaintiff acquiescing to these “loans”. Defendants attempts to prevent Plaintiff from gaining access to monies was consistent with Defendant G. THOMAS’s previous statements inquiring how Plaintiff would be able to file for Chapter 7 bankruptcy or seek relief in court without having the “filing fees”.

128. Defendant G. THOMAS has shared client billing, firm accounting information, and otherwise protected information without the consent of Plaintiff with her co-conspirator in contravention of established privacy and confidentiality rules, legal, professional, and otherwise for the purpose of coordinating their ongoing plans.

129. Upon informing Defendant G. THOMAS of the detrimental effects of her conduct, professionally, contractual and legally (tortious interference) by interfering with Plaintiff’s contractual obligations (cellular contract), Defendant would promptly provide Defendant OSMER with copies of such communications for no other purpose than furthering their joint efforts to deprive Plaintiff of his basic legal and constitutional rights.

130. To protect their respective public images, Defendants made false, misleading and defamatory statements regarding Plaintiff’s health and conduct, publicly making statements that had no basis in fact, such as Plaintiff being a thief, drug addict, abusive, and that Plaintiff would fabricate stories about Defendant OSMER being a prostitute, her husband an embezzler, and Defendant OSMER’s son being a drug dealer.

131. Defendant G. THOMAS and Defendant OSMER knew their foregoing and other defamatory statements were false, damaging to Plaintiff’s personal and professional reputation, and that the same would severely limit Plaintiff’s ability to resume his career established over 17 years of active practice of law.

132. Upon information and belief, from September 12, 2022, through the date of this Complaint, Defendant G. THOMAS, after consulting and conspiring with Defendant OSMER, utilized law enforcement and the threat of filing reports alleging criminal behavior which had no basis in law to intimidate, harass, discourage and prevent Plaintiff from exercising his Constitutional and legal rights. Defendants maintained frequent and regular contact with the Cass County Sheriff, Sheriff's deputies, and others acting under the color of law to "investigate" purported acts of wrongdoing in hopes to scare, intimidate, discourage, or prevent Plaintiff from filing suit or seek relief under Title 11 of the United States Code. Furthermore, Defendant G. THOMAS, acting under the color law, informed hospital staff to exclude Plaintiff from being part of the parties' minor son's medical care, convincing a Cass County Sheriff's deputy to falsely inform hospital staff Plaintiff was prohibited from participating in the minor child's care and to prevent him from informing staff of acts of neglect and abuse suffered by the minor child as a result of Defendant G. THOMAS's conduct.

133. Defendants conduct, in whole, part, or in totality, was agreed upon and designed to intimidate, discredit, and prevent Plaintiff from exercising his aforesaid legal rights and to prevent the administration of justice.

134. Defendant G. THOMAS and Defendant OSMER, by one or more of the foregoing acts, in part or *in toto*, conspire to deter, by force, intimidation, or threat, or deprivation to prevent Plaintiff from participating in court, testify or provide information required by law, rule or regulation, or from testifying to any matter pending therein, freely, fully, and truthfully, or to injure such party or witness in his person or property on account of his having so attended or testified, or to influence the verdict, presentment, or indictment of any grand or petit juror in any such court, or to injure such juror in his person or property on account

of any verdict, presentment, or indictment lawfully assented to by him, or of his being or having been such juror; or if two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws.

135. These facts, together with additional facts that may be discovered, gives rise to several causes of action as stated as follows:

COUNT I-BREACH OF FIDUCIARY DUTY-Defendant G. Thomas only

1-135. Plaintiff alleges paragraphs 1-135 above as if the same were restated in this Count verbatim.

136. By operation of law, Defendant has, at all relevant times, a fiduciary duty to the firm and to Plaintiff; Defendant and those similarly situated are required to deal with law partners using utmost good faith, undivided loyalty and with inherent fairness. Defendant's conduct is a breached her fiduciary duty to Plaintiff and has engaged in conduct contrary to the best interest of Plaintiff and the firm. Defendant knew her acts and omissions, coupled with Plaintiff's health conditions, caused Plaintiff to rely on Defendant's representations to his detriment.

137. As a result of Defendant G. THOMAS's breach, Plaintiff has suffered past, present and future loss of income, devaluation of his business interests, and has otherwise suffered damages in excess of \$75,000, exclusive of costs.

**COUNT II—MISAPPROPRIATION OF WORK PRODUCT
AND PROPRIETARY DATA—both Defendants**

1-137. Plaintiff realleges paragraphs 1-137 of Count I as paragraphs 1-137 of this Count.

138. Defendant G. THOMAS has misappropriated, misused firm assets, including proprietary data, and Plaintiff's own work product, for her own illegal or exclusive use, thereby causing damages to Plaintiff past, present and future;

139. Defendant G. THOMAS & Defendant OSMER, in furtherance of their agreement, caused further misappropriation of data, exposure of confidential information, and exposed Plaintiff to further loss and professional risk, all causing Plaintiff to suffer present and future damages in excess of \$75,000.00, exclusive of costs.

COUNT III—UNJUST ENRICHMENT

1-139. Plaintiff realleges paragraphs 1-139 of Count II as paragraphs 1-138 of this Count as if the same were restated herein verbatim;

140. As a result of Defendant G. THOMAS's conduct while acting alone or as part of her agreement with Defendant OSMER as described above, she has been unjustly enriched by the of assets, information and proprietary and non-proprietary information in her exclusive control to benefit herself at the expense and detriment to Plaintiff, causing monetary damages in excess of \$75,000.00, exclusive of costs.

COUNT IV-TORTIOUS INTEFERENCE WITH BUSINESS

1-140. Plaintiff realleges paragraphs 1-140 of Count III as paragraphs 1-140 of this Count.

141. In addition to the foregoing, Defendant G. THOMAS has, at various times since May 1, 2019, intentionally misrepresented Plaintiff's physical health, mental health

and clarity, to justify professional errors, misconduct, ineptness, and lack of experience to perform work she has undertaken; said representations have been made to Courts, former, existing, and prospective clients, and employees of the firm, knowing the same to be false and causing the existing and prospective value of Plaintiff's business interests in the firm and the firm's practice area to be greatly diminished. Defendant G. THOMAS and Defendant OSMER continued the foregoing conduct hereinabove described after September 12, 2022, with further worsening the detrimental effects of Defendant G. THOMAS's previous conduct. These intentional and malicious acts have only served to benefit Defendants, personally and professionally, all to Plaintiff's detriment. Because of their conduct, Plaintiff has breached contractual obligations causing acceleration of debt, loss of services, and has been prevented from obtaining established post-cancer treatment and care, which has and continues to cause Plaintiff emotional distress, monetary damages, an yet-to-be ascertained health consequences, all of which has resulted in damages in excess of \$75,000.00 exclusive of costs.

COUNT V—Breach of Partnership Agreement

1-141. Plaintiff realleges paragraphs 1-141 of Count IV as paragraphs 1-141 of this Count as if the same were restated verbatim;

142. Defendant has failed to provide any compensation to Plaintiff for his business interests despite continuing the firm's business and stated intention to continue said practice; by operation of law, by past business practice, and by oral agreement, the parties established an agreement for compensation of partners departing the firm; Defendant breached this agreement and has caused damages to Plaintiff in excess of \$75,0000 exclusive of costs by her breach alone;

143. Defendants' assertion of control the business and personal assets of Plaintiff since September 12, 2022, have caused aging accounts receivables to go uncollected and has caused a further devaluation of Plaintiff's interests in the former firm.

COUNT VI INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1-143. Plaintiff realleges all paragraphs of all preceding counts as paragraphs 1-143 of this Count.

144. Defendant OSMER and Defendant G. THOMAS purposefully engaged in cruel and demeaning conduct for no other purpose than to deprive Plaintiff of his Constitutional Rights, including rights secured pursuant to Article 1, Section 8, First, Second, Fourth and Fourteenth Amendment of the United States Constitution. Defendants' purposeful conduct has caused Plaintiff to suffer severe and repeated emotional distress as a result of delayed or denied medical assistance and healthcare, ability to be free in his person and property, and to otherwise be treated with dignity enjoyed by every Citizen of the United States. Defendants' being informed of their unlawful conduct, have repeatedly chosen to ignore the law and Plaintiff's rights secured thereunder.

COUNT VII -INTENTIONAL TRESPASS TO REAL LAND

1-144. Plaintiff realleges all paragraphs of all preceding counts as paragraphs 1-144 of this Count as if the same were restated verbatim.

145. On and after September 12, 2022, Defendant OSMER, in complete disregard of the law and Plaintiff's rights, entered upon land owned by Plaintiff without permission and after expressly notified not to do so, and thereby caused damages to Plaintiff's real property by removing security fixtures, disposing of personal property; modifying, removing or destroying fixtures, repeatedly invade the privacy rights of Plaintiff by unilaterally allowing

others to enter into the residence and to unlawfully restrict Plaintiff's access to his own real and personal property. Defendant's action have caused past, present and future damages to Plaintiff in excess of \$75,000.00, exclusive of costs.

COUNT VIII Theft/Conversion of Personal Property

1-145. Plaintiff realleges all paragraphs of all preceding Counts as paragraphs 1-145 of this Count.

146. On September 12, 2022 and dates thereafter, Defendant G. THOMAS hid, concealed, destroyed or converted personal property belonging and exclusively owned by Plaintiff. Despite repeated demands for the return of said property, the location or bailee of said property, Defendant G. THOMAS has repeatedly failed and refused to return said property, disclose its location, status or the present holder of said property. As a result of Defendant G. THOMAS's unlawful conduct, Plaintiff has suffered and will continue to suffer past, present and future damages in excess of \$75,000.00, exclusive of costs.

147. On September 12, 2022 and dates thereafter, Defendant OSMER hid, concealed, destroyed or converted personal property belonging and exclusively owned by Plaintiff or in which Plaintiff has a lawful ownership interest and Defendant OSMER held no such interest. Despite repeated demands for the return of said property, the location or bailee of said property, Defendant OSMER has repeatedly failed and refused to return said property, disclose its location, status or the present holder of said property. As a result of Defendant G. THOMAS's unlawful conduct, Plaintiff has suffered and will continue to suffer past, present and future damages in excess of \$75,000.00, exclusive of costs.

148. Upon information and belief, Defendant G. THOMAS and Defendant OSMER conspired and agreed to keep the personal property of Plaintiff, in part, at Defendant

OMSER's residence. It is proper that for any property identified belonging to Plaintiff and in existence at said location, a writ of replevin issue, the United States Marshals office take control of said property until this Court's earliest convenience to determine the ownership rights of said property and return the same to Plaintiff's exclusive care, custody and control in accordance with his rights.

COUNT IX—Punitive Damages as to all Counts

1-148. Plaintiff realleges all paragraphs of all preceding counts as paragraphs 1-148 of this Count.

149. Defendants G. THOMAS's and OSMER conduct complained of hereinabove were done knowingly, willfully and intentionally or with reckless disregard for the rights of Plaintiff, evidencing bad faith on the part of Defendants, making an award of punitive damages in an amount in excess of \$75,000 proper in order to punish Defendants, individually and/or jointly, for their individual and joint actions and to deter such activities by either of them or any other person(s) similarly situated in the future.

WHEREFORE, Plaintiff demands the following relief jointly and severally against all of the Defendants:

A. Compensatory damages in the amount to be determined by a jury on all Counts;

B. Punitive damages in an amount to be determined by a jury on all applicable counts;

C. A writ of replevin issue in accordance with Count VIII above or as determined appropriate by this honorable Court;

D. The convening and empaneling of a jury to consider the merits of the claims
herein;

E. Costs and interest and attorney's fees;

F. Such other and further relief as this Court may deem just and proper.

Dated: Springfield, Illinois

February 13, 2023

/s/ Luke A. Thomas

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