

**IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT
KENDALL COUNTY, ILLINOIS**

JAMES DOE,)	
)	
Plaintiff,)	No. 2016 L 35
)	
v.)	Jury Trial Demanded
)	
JOHN DENNIS HASTERT)	
)	
Defendant.)	

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff, James Doe, by and through his attorney, Patterson Law Firm, LLC, and for his Complaint against Defendant, John Dennis Hastert, states as follows:

1. Plaintiff James Doe is an individual residing in Illinois.
2. Defendant John Dennis Hastert is an individual residing in the city of Plano located in Kendall County, Illinois.
3. From approximately 1965 to 1981, Hastert was a high school teacher and wrestling coach at Yorkville High School.
4. Hastert was famous in Yorkville as the beloved coach of the state champion wrestling team and the leader of a local boys' club.
5. As a teacher and coach, Hastert attended a wrestling camp offered during the summer.
6. Hastert was a trusted friend of Doe's family.

7. When Doe was 14, Hastert offered to take him to the wrestling camp, even though the camp was designed for High School students, and Doe was not yet in high school.

8. Then fourteen, Doe agreed to go to the camp with Hastert and other students. While at the camp, Defendant violated the special trust Plaintiff placed in Defendant by sexually molesting and abusing Plaintiff in a motel room occupied by Plaintiff and Defendant alone.

9. For many years to follow, Plaintiff suffered severe panic attacks which lead to periods of unemployment, career changes, bouts of depression, hospitalization, and long-term psychiatric treatment. Because of the special trust he placed in Hastert, Hastert's special position as a trusted adult and family friend, and because of Doe's youth when the abuse occurred and its nature, Plaintiff did not blame or attribute these problems to Hastert's abuse during this time.

10. In 2008, however, Plaintiff was made aware for the first time that Hastert had abused someone else, too. Doe met with Hastert to confront him about what he had done.

11. During their discussions, Hastert acknowledged the life-long pain and suffering he caused Plaintiff.

12. Plaintiff asked Hastert to compensate him for the pain, suffering, and harm caused by Hastert. Hastert agreed to compensate Doe for the

trauma he suffered as a result of the admitted sexual molestation and abuse.

13. When asked by Hastert for the amount he thought would compensate him for this harm, Doe suggested \$3.5 million. Hastert agreed to pay him this sum.

14. Hastert asked Doe to keep the agreement confidential. Doe agreed.

15. By the end of their conversations, Plaintiff and Hastert entered into an oral contract [hereinafter the "Settlement Agreement"] whereby Hastert agreed to pay Plaintiff \$3.5 million to compensate Plaintiff for harm caused by Hastert's sexual abuse of Plaintiff and Plaintiff gave up any right to sue for personal injuries or seek any public acknowledgment of the misconduct.

16. While negotiating the Settlement Agreement, Plaintiff suggested that Hastert include two close confidantes of Hastert's and attorneys to help them reach a "legal" agreement, but Hastert preferred to keep the negotiations strictly confidential promising to "pay every last dollar" of their agreed monetary settlement.

17. From approximately June 2010 to December 2014, Defendant paid Plaintiff \$1.7 million of the agreed compensation.

18. According to a government investigation, to pay the monetary settlement, Hastert withdrew cash from multiple bank accounts in amounts intended to keep the settlement secret.

19. When Hastert's numerous cash withdrawals became known to Federal law enforcement, Hastert falsely claimed that he was being extorted by a former Yorkville High School student and wrestler who threatened to go public with a false allegation that Hastert had inappropriately touched him during a wrestling trip decades ago.

20. To the contrary, as determined during a lengthy secret investigation of both Defendant's and Plaintiff's activity, law enforcement determined that the money was used to pay part of an agreed-upon total of \$3.5 million to compensate Plaintiff for sexual abuse committed by Defendant when Plaintiff was 14 years old.

21. In December, 2014, after Hastert's numerous cash withdrawals became the subject of Federal criminal charges against Hastert, Hastert breached the Settlement Agreement by failing to pay the remaining amount owed.

22. Pursuant to the terms of the Settlement Agreement, Plaintiff never filed a personal injury action for the injuries caused by Hastert's illegal conduct, never took any other action to seek redress for those injuries, and did not disclose his claims or the facts underlying his claims to anyone until he was required to truthfully answer questions from law enforcement personnel pursuant to the federal criminal investigation.

23. Plaintiff performed all of his duties, responsibilities, and conditions precedent to Hastert's performance under the Settlement Agreement.

24. Hastert breached the Settlement Agreement when he failed to make the agreed payments due and owing on the Settlement Agreement.

25. As a result of Hastert's breach of their agreement, Plaintiff was damaged in the amount of \$1.8M.

Wherefore, Plaintiff prays that this Court enter an order of judgment that:

- a. Grants judgment in favor of Plaintiff, James Doe, and against Defendant, John Dennis Hastert;
- b. Awards Plaintiff \$1.8 million plus interest from December of 2014, to date of payment; and

c. Provides any other such relief that this Court finds to be just and proper.

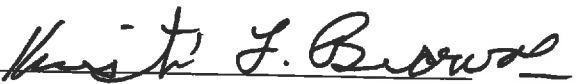
Jury Demand

Plaintiff demands trial by jury of all issues so triable.

Respectfully submitted,

James Doe

Dated: April 21, 2016

By: 

One of his Attorneys

Thomas E. Patterson (3128587)

Kristi L. Browne (6195553)

Jeffery M. Hagen (6288205) (of
counsel)

The Patterson Law Firm, LLC

One North LaSalle Street

Suite 2100

Chicago, Illinois 60602

Tel.: 312-223-1699

Fax: 312-223-8549

tpatterson@pattersonlawfirm.com

kbrowne@pattersonlawfirm.com

jhagen@jmhagenlaw.com