

FILED
5/9/2019 2:15 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL

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

CRAIG SNOWER,)
)
Plaintiff,)
)
v.)
)
LOYOLA ACADEMY,)
)
Illinois Not for Profit Corporation.)

2019L005034

No. _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Craig Snower (“Snower”), by his attorney, Susan Bogart, Law Offices of Susan Bogart, as and for his Complaint against Loyola Academy (“Loyola”) alleges as follows:

NATURE OF THE ACTION

1. By this action, Snower seeks to recover damages as a result of Loyola’s actions in terminating his employment based on false, unfounded and unsubstantiated accusations of sexual misconduct, recklessly and without reasonable cause reporting him to the police and the Department of Children and Family Service, defaming him in his professional reputation as a coach of girls soccer and in the soccer community and casting him in a false light to his peers, members of the Loyola student body, parent of Loyola’s students, and the larger girls soccer community and tortuously interfering with his contractual relationship with FC United Soccer Club.

2. For the more than a 25 year period, Snower gained a reputation as an inspiring, successful soccer coach for competitive soccer teams in the northern suburbs of Chicago Illinois.

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3. Snower was known to instill values and teach leadership skills, sportsmanship, teamwork, and personal accountability and assist players in reaching their full potential as competitive soccer players.

4. Many of Snower's players went on to play college soccer and Snower had the intensity and focus to assist these players in reaching the level of play required to be successful college soccer players in a highly competitive environment.

5. For his work, Snower has hundreds of soccer players who attribute their success to his rigorous coaching and to instilling in them the discipline, focus, intensity and soccer skills necessary to be effective competitive soccer players. Each of them can attest that Snower has not made inappropriate sexual comments at any time during the years he served as their coach.

6. As is the case with all competitive sports, not all players who sought to compete and were coached by Snower had the commitment required to devote the time and energy and/or had the skills to effectively and successfully play competitive soccer.

7. Also, as is the case with many high school competitive sports, not all parents or players were satisfied with the amount of playing time they or their child was given, with an athlete's position on the field, or with Snower's construction of a team.

8. Also the players on Snower's soccer team engaged in a certain amount of "locker room" talk and banter that is and was not flattering to the girls that participated in it and that can be described as bawdy. For example, girl soccer players are known to play a game called "Fuck, Marry, Kill" in which they identify certain individuals, including coaches, that they would fuck, marry or kill. They are known to make crude comments and to banter about wearing sports bras

and not full uniforms to play soccer. Snower did not engage in these games or make these comments.

9. Additionally, some of the players on Snower's Loyola varsity team engaged in behaviors inconsistent with the discipline and commitment necessary to perform on the soccer field and did not abstain from the use of alcohol or partying despite rules against this behavior. Snower enforced rules against the use of alcohol and late night partying if it came to his attention and made decisions not to field players who engaged in such behavior. Some players and their parents objected to his tough stance on this behavior and other non productive behavior that interfered with the players' performance on the soccer field.

10. Beginning in or about January 10, 2004 and continuing thereafter through May 10, 2018, Snower was girls' varsity soccer coach for Loyola Academy, a high school located in Wilmette Illinois.

11. Snower was employed pursuant to a written contract with his most recent contract effective March 2018 and running through June 2018.

12. Loyola's varsity girls soccer season ran from February 26th 2018 to June 2nd, 2018.

13. During Snower's fifteen-year tenure at Loyola Academy, the girls' varsity soccer team won 279 games, 13 conference championships, 3 Pepsi Showdown Championships and two Sectional Championships. 28 players coached by Snower received IHSSCA All-State honors, 10 players were named NSCAA All-Regional (Midwest) and 3 players were named NSCAA All-American.

14. The 2018 girls' varsity soccer team was comprised of sophomores, juniors and seniors in high school.

15. At all times, Snower reported to Loyola's Athletic Director, Pat Mahoney.

16. At all times while serving as the coach of the varsity girls soccer team, Snower had two assistant coaches, including at least one female.

17. At no time prior to May 10, 2018, had Loyola's Principal Kathryn Baal, Athletic Director Mahoney, or the two coaches that had assisted Snower receive a complaint about Snower that he made sexually inappropriate comments to players.

18. At no time prior to May 10, 2018, had Loyola's Principal Baal, Athletic Director Mahoney or either of the two assistant coaches heard Snower make any sexually inappropriate comments.

19. Indeed, at no time prior to May 10, 2018, had Snower ever received a complaint from any player or parent that he made sexually inappropriate comments.

20. Prior to May 10, 2018, Baal and Mahoney had received complaints from parents and players second guessing Snower's coaching decisions such as the way he constructed and fielded a team and from parents who did not like the fact that Snower yelled at their children while they were playing on the field, held their children to account for their behavior and/or performance.

21. However, at no time were these complaints brought to Snower's attention and he was not informed of these complaints and was not requested to alter his coaching style.

22. From August 1997 to May 11th, 2018, Snower was also a girls' soccer coach at FC United, a program devoted to soccer located in Glenview Illinois. FC United was previously the Trevian Soccer Club and is currently owned by SMP Holdings.

23. Snower was employed pursuant to a contract as Senior Director of Girls Soccer with FC United with his most recent contract effective August 1, 2017 and continuing until either he or FC United terminated the employment relationship. That contract is attached as Ex. A hereto.

24. Loyola Academy and FC United are separate entities and Loyola Academy has no ownership interest or control over FC United.

25. At no time during his 21 years with FC United had Snower ever received a complaint that he made sexually inappropriate comments. Snower did receive complaints from parents and players who were not happy with the players position on the field, playing time or the way in which Snower constructed teams.

26. While coaching for FC United, Snower's teams won the President's Cup Nationals in 2017, Midwest Regional Championships in 2014, three President Cup Regional Championships and a club record four State Cup Championships.

27. During his coaching career, Snower won numerous awards from the Illinois Youth Soccer Association (IYSA), Illinois High School Soccer Coaches Association (IHSSCA), the National Soccer Coaches Association of America (NSCAA) and Loyola Academy.

28. Among his awards, Snower received the IYSA Coach of the Year for competitive girls' soccer in 2017, NSCAA Midwest Private School Coach of the Year in 2012, IHSSCA Coach of the Year in 2012 and was a finalist for IHSSCA Soccer Person of the Year in 2015.

29. Also among his awards was the Frank J. Amato Excellence in Coaching Award, presented annually to the Loyola Academy Coach whose outstanding performance on and off the field represents the highest traditions of Loyola Academy athletics as well as core values and ideals of the school's Ignatian mission.

30. On May 10, 2018, at approximately 12:19 p.m. Snower received a text from Loyola's Athletic Director Pat Mahoney directing him to meet with Loyola Principal, Dr. Kathryn Baal ("Baal") in her office by 2: 00 p.m.

31. Upon information and belief, prior to this meeting Baal had contacted parents seeking permission to speak with their daughters to question them about Snower and was in contact with approximately 5 players.

32. When Snower appeared in the Principal's office at Loyola Academy at approximately 2:00 p.m., Principal Baal and Pat Mahoney, the Athletic Director were present.

33. Upon arriving, Principal Baal told Snower "We are terminating you." When Snower asked for the reason, Baal replied "inappropriate comments to players." Snower was advised that there were complaints from parents and students, who Loyola refused to identify, and he was being fired for verbally abusing the players and making inappropriate jokes and that there was no allegation of physical abuse.

34. In response to Snower's request, Baal provided only two examples of the claim that Snower verbally abused the players and made inappropriate jokes. The first example Baal provided was that Snower had fielded two teams to scrimmage calling them "virgins" against "non-virgins". Snower replied that this did not happen, was untrue and that it had been a false rumor that had circulated at least eight years previous involving an FC United Club team, not a team affiliated with Loyola. Baal did not respond.

35. The second example Baal provided was a claim that Snower had asked a girl what she would do if he touched her butt. Snower replied, stating that this also did not happen, was

untrue and also was an eight year old false rumor that had circulated at an FC United Club team, not a Loyola team.

36. Principal Baal stated: “Well, we are terminating you.”

37. Snower asked if, after 15 years of coaching at Loyola, he was going to be given an opportunity to defend himself. Principal Baal did not grant Snower the opportunity to defend himself.

38. Additionally, Principal Baal told Snower: “We also want you to resign from FC United.”

39. When Snower questioned Baal about this, Baal stated that it was because there were too many Loyola students who played there. Snower replied that he was currently coaching a team with over 20 players who were not in high school let alone at Loyola Academy.

40. Baal stated that if Snower did not resign from FC United, then she would tell FC United “what we have on you.” Snower did not agree to resign.

41. At no time did Baal or Mahoney inform Snower that they were accusing him of abusing members of his girls’ soccer team as that term is defined in the Abused and Neglected Child Reporting Act (“ANCRA”) or that he would be reported to the Department of Children and Family Services (“DCFS”).

42. Snower left Baal’s office at approximately 2:15 p.m. after turning in his keys.

43. Within approximately 5 minutes of leaving the meeting with Baal and Mahoney, Snower received a telephone call from Chad Gruen, owner and president of SMP, the parent company of the FC United Soccer Club (“FC United”) in which Gruen told Snower that he (Gruen) had heard that Snower had been fired from Loyola and asking Snower to come to the FC

United offices the next morning. On information and belief, Loyola Academy told FC United or caused FC United to be told that it had fired Snower.

44. Neither Baal nor Mahoney contacted DCFS that time.

45. Instead, at approximately 3:00 p.m. on May 10, 2018, Baal and Mahoney further defamed Snower's reputation by initiating a meeting with the girls' varsity soccer team, at which they told the players that they had fired Snower for abusing them for years and they were sorry that Loyola had not done anything.

46. Neither Baal nor Mahoney advised the players that Snower denied engaging in any inappropriate or abusive behavior.

47. Also on May 10, 2018 and prior to any notification to DCFS, Loyola Academy further defamed Snower's reputation by distributing to the parents of the girls varsity soccer team by email a letter signed by Principal Baal and Athletic Director Mahoney in which Loyola falsely implied that Snower engaged in a level of misconduct that made his presence as a coach not in the best interests of the players. The letter failed to inform the parents that Snower denied any allegations of misconduct. The letter stated:

We are writing to let you know that, effective immediately, Craig Snower is no longer the Loyola Academy's Head Girls' Varsity Soccer Coach, nor will he have any affiliation with Loyola Academy going forward. As I am sure you can appreciate, we are unable to share any further details regarding the circumstances which lead to this development. Please rest assured that, as always, the best interest of our student athletes was our primary consideration in decisions that have been made. You should also know that we have asked Mr. Snower to refrain from any future communications with our students and our parents.

The letter is attached to this Complaint as Ex. B **Under Seal**.

48. Snower did not resign from FC United on May 10, 2018.

49. At approximately 7:03 p.m. on May 10, 2018, without reasonable cause to believe that Snower had engaged in any conduct reportable to DCFS, and with malice and with reckless disregard for the truth or falsity of the statements made or Snower's reputation and interest, Baal reported Snower to the Department of Children and Family Services, claiming Snower made "outrageous, suggestive comments" and other false statements to 5 players which are set forth in more detail on Ex. C attached **Under Seal** hereto.

50. Snower had not been informed about these statements and had not been provided an opportunity to respond, nor was he notified about the DCFS report.

51. The statements Baal reported to DCFS and the police as having been made by Snower were false and defamatory, made with malice and without reasonable cause to believe that Snower had made the statements, with reckless disregard as to whether the statements were true and without providing Snower an opportunity to defend himself.

52. On May 11, 2018, at approximately 8:00 a.m., Snower met with Chad Gruen of FC United. At that time Gruen said FC United had no choice but to have Snower leave and thereafter terminated its relationship with Snower.

53. Also on May 11, 2018, without reasonable basis and with reckless disregard for the truth and the injury to Snower, Principal Baal and Athletic Director Mahoney participated in an investigation of Snower at Loyola. Baal and Mahoney without reasonable basis or cause and with reckless disregard for the truth or falsity of the statements, emailed another letter to the parents of the girls varsity soccer team, this time stating that the relationship with Snower had been terminated "by several confidential complaints alleging inappropriate or offensive

comments of a sexual nature made by Snower to players on his team. There were no allegations of inappropriate physical contact.” A copy of the letter is attached as Ex. D **Under Seal**.

54. Baal and Mahoney further informed the parents that they had “informed the Illinois Department of Children and Family Services of these allegations, and it has opened an investigation into the alleged remarks”, recklessly and without regard to the truth or falsity of the statement, communicating to the parents that Snower had engaged in serious misconduct directed at members of the girls varsity soccer team.

55. Baal and Mahoney then stated that the Glenview and Wilmette police departments would interview the members of the girls’ varsity soccer team on May 14, 2018 and directed parents to contact Loyola to schedule interviews. They advised further “We will be contacting each family by phone at some time today to discuss the scheduling of Monday’s interviews and will respond to your questions/concerns about this situation.”

56. Nowhere did Loyola advise parents or players that the interviews were not mandatory but optional.

57. On May 14, 2018, detectives with the Glenview and Wilmette police departments appeared at Loyola Academy and interviewed approximately 23 of the 24 players on the varsity soccer team. Most players denied that Snower had made sexually inappropriate comments to them, some stated that the questions they were asked about Snower’s comments were rumors they had heard repeated by other players but did not know them to be true, some of the players identified the statements as not offensive but humorous, or attempts at humor, and several asserted that Snower made inappropriate comments which in fact the players on the team had made, not Snower.

58. The lack of reasonable cause for Loyola's report of Snower to DCFS for sexually inappropriate or suggestive comments is evidenced by the fact that the police closed their investigation, May 15, 2018, immediately after conducting interviews.

59. Loyola's initiation of DCFS and police investigations with malice, with reckless disregard for the truth and without reasonable cause further defamed Snower's reputation by being published in the local newspapers including The Wilmette Beacon, The Glenview Lantern, The Northbrook Tower, The Winnetka Current, The Glencoe Anchor, Patch, the Chicago Tribune, the Chicago Sun Times, USA Today and on various local TV networks.

60. Despite this, on May 15, 2018, Loyola issued a statement to the press in connection with its termination of Snower as head varsity coach in which it stated "Loyola Academy is committed to maintaining a safe environment for our students and their well-being is our highest priority", falsely implying that Snower had engaged in criminal misconduct and that his presence at Loyola presented a threat to the safety of its students and their well being.

61. Because of Loyola's reckless disregard for the truth of the statements and Snower's rights by publishing false statements that Snower had engaged in inappropriate or offensive comments of a sexual nature, its reckless disregard for the truth of the statements and Snower's rights and by reporting to DCFS without reasonable cause to believe the truth of the statements, and without reasonable cause and in reckless disregard for the truth and with intent to injure Snower, directing students at Loyola and their parents to appear for interviews by police detectives, all of which events were published to the local newspapers, shown on Chicagoland television, and discussed on various social media and message boards. Loyola has defamed

Snower, lowered his reputation in the eyes of the parents, players and greater soccer community in the northern suburbs and has caused and deterred others from associating with Snower.

62. Loyola published its false and defamatory statements imputing the commission of a criminal offense and imputing a want of integrity in the discharge of his duties as a girls soccer coach by making inappropriate sexual comments to students and parents at Loyola Academy without reasonable cause to believe the truth of the statements and/or with reckless disregard for the truth of the statements and Snower's rights, the consequences of its actions and with intent to injure Snower.

63. As a result of Loyola's unprivileged publication to third parties of false and defamatory statements made with reckless disregard for the truth of the statements and without reasonable cause or basis to believe that Snower made inappropriate sexual comments to its student athletes, its malice and reckless disregard for the truth of these statements and of injury to Snower, the Illinois Youth Soccer Association disqualified Snower from all Illinois Youth Soccer related activities pending the outcome of investigations by the Illinois Department of Children and Family Services and the U.S. Center for Safesport..

64. Despite the fact that the Illinois Department of Children and Family Services closed its investigation as unfounded, and despite the fact that Snower's coaching activities have at no time fallen within the jurisdiction of SafeSport, the Illinois Youth Soccer has refused to reinstate Snower and has barred him from participating in Illinois Youth Soccer related activities.

65. At no time during this 25 year period did Snower abuse any soccer player as the term abuse is defined in the Illinois Abused and Neglected Child Reporting Act ("ANCRA"), 325 ILCS 5/ et seq.

66. At no time during this 25 year period was Snower accused of abusing any soccer player as the term abuse is defined in the Illinois Abused and Neglected Child Reporting Act (“ANCRA”), 325 ILCS 5/ et seq.

67. Loyola Academy’s wrongful, reckless and malicious conduct has ruined Snower’s professional reputation built over a 25 year period and ended his career as a soccer coach and caused damages in excess of \$ 250, 000.00.

JURISDICTION AND VENUE

68. Plaintiff Snower is a resident of Illinois.

69. Defendant Loyola is an Illinois not for profit corporation with its principal place of business at 1100 Laramie Ave., Wilmette IL 60091.

70. From January 10, 2004 to May 10, 2018, Snower was the coach for the girls’ varsity soccer team and worked at 1100 Laramie Ave., Wilmette IL 60091.

71. The defamatory statements and conduct at issue in the instant case were made by Loyola Academy’s Principal and Athletic Director, including at the premises of Loyola Academy.

72. This Court has jurisdiction over Defendant Loyola Academy because it is a resident of Cook County, State of Illinois and/or the acts and omissions giving rise to this action occurred in Cook County, State of Illinois.

73. Venue is proper in Cook County IL pursuant to 735 ILCS 5/2-101 and because Loyola Academy is located in Cook County, IL and pursuant to 735 ILCS 5/2-102 because Loyola Academy is organized under the laws of the State of Illinois and has its registered office in Cook County, IL.

COUNT I-DEFAMATION PER SE

74. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 73, inclusive, as if fully set forth herein.

75. As set forth more fully above, Defendant, without a reasonable cause, with intent to injury Plaintiff and/or with reckless disregard for Snower's rights and the consequences that may result to him, maliciously defamed Snower by making false statements to third parties, including but not limited to Snower's peers, coaches, faculty, students and parents at Loyola Academy and members of the soccer community that Snower had made inappropriate and offensive sexual comments to his players.

76. Examples of the false statements Defendant made, which statements constitute defamation *per se* are that on or about May 10, 2018 and May 11, 2018, Loyola stated that Snower made inappropriate and offensive comments of a sexual nature to players on his team, which statements Loyola knew to be false or acted with reckless disregard of its truth or falsity.

77. Additionally, on or about May 10, 2018, Loyola stated to players and parents of players on his varsity soccer team that Snower had abused the players.

78. On May 10, 2018, Loyola stated to parents of players on the girls' varsity team that Snower had been fired and implied that he was not acting in the best interests of the players as is more fully described on Ex. B **Under Seal** attached hereto

79. Additionally, on or about May 10, 2018, Loyola, without reasonable cause to believe the truth of the statements and in reckless disregard of their truth or falsity and without providing Snower an opportunity to defend himself, stated to DCFS that Snower had

“outrageous, suggestive comments” to the girls which statements are further described in Ex. C **Under Seal** attached hereto.

80. Each of the above statements were false when made and were made by Loyola without reasonable cause to believe they were true and with reckless disregard for their truth or falsity.

81. On May 11, 2018, Loyola communicated in writing to each of the parents of girls on the varsity soccer team falsely that Snower had made inappropriate or offensive comments of a sexual nature to players on the team and was a threat to the safety and well being of the students as is more fully set forth in Ex. D **Under Seal** attached hereto.

82. In addition on May 15, 2018, Loyola communicated falsely that Snower threatened the safety and well being of its students when it released a statement to the press in connection with its termination of Snower as the girls varsity coach that stated it was “committed to maintaining a safe environment for our students and their well-being is our highest priority”.

83. Defendant knew these statements were false when made or acted with reckless disregard for their falsity.

84. As a result of these blatantly false and defamatory statements, Snower suffered and continues to suffer damages, including injuries to his professional reputation as a soccer coach. These statements have caused and will continue to cause Snower to suffer humiliation and emotional and physical distress.

WHEREFORE, Snower respectfully requests that this Court enter a judgment in his favor and against Defendant and:

A. Award Snower all compensatory damages resulting from injuries to his good name, reputation, and business as a result of Defendant's defamatory statements;

B. Award Snower damages for the humiliation and emotional distress that he has suffered and will continue to suffer as a result of the defamatory statements;

C. Award Snower punitive damages because of the malicious and willful nature in which the defamatory statements were made;

E. Order such further relief as the Court deems just and proper.

COUNT II-DEFAMATION PER QUOD

85. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 84, inclusive, as if fully set forth herein.

86. To the extent the defamatory statements in Count I are, or any of them, are not considered *per se* defamation, Snower brings this Count II for defamation *per quod* in the alternative to Count I and incorporates by reference all allegations in Count I herein.

87. Specifically, Defendant made statements to third parties including the Loyola community, parents of soccer players, and soccer players who were coached by and utilized the coaching services of Snower.

88. Each of the above statements identified above were false when made.

89. Defendant knew that each of these statements were false when made, or acted with reckless disregard of the falsity of the statements.

90. Defendant repeated and caused to be repeated these false statements in writing.

91. On or about May 10, 2018 Loyola submitted false and defamatory statements to DCFS identified in paragraph 49 and 79 above and in attached Ex. C **Under Seal**, without

reasonable cause to do so, in reckless disregard for the truth of the statements and without providing Snower an opportunity to defend himself.

92. Each of the statements made was false and unfounded when made and Defendant knew each of these statements was false or acted with reckless disregard of the falsity of the statements.

93. Defendant knew these statements were false when made or acted with reckless disregard for their falsity.

94. As a result of these blatantly false and defamatory statements, Snower suffered and continues to suffer damages, including injuries to his professional reputation as a soccer coach. These statements have caused and will continue to cause Snower to suffer humiliation and emotional and physical distress.

WHEREFORE, Snower respectfully requests that this Court enter a judgment in his favor and against Defendant and:

A. Award Snower all compensatory damages resulting from injuries to his good name, reputation, and business as a result of Defendant's defamatory statements;

B. Award Snower damages for the humiliation and emotional distress that he has suffered and will continue to suffer as a result of the defamatory statements;

C. Award Snower punitive damages because of the malicious and willful nature in which the defamatory statements were made;

E. Order such further relief as the Court deems just and proper.

COUNT III-FALSE LIGHT

95. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 94, inclusive, as if fully set forth herein.

96. Defendants maliciously placed Snower in a false light before the public by their statements and actions identified in paragraphs 33-53 above.

97. The false light would be highly offensive to a reasonable person because it accused Snower of a crime and impugned his fitness and integrity in the performance of his profession as a soccer coach.

98. Defendant acted with actual malice. As set forth above, at the time Defendant made their statements, they knew their statements were false, or recklessly disregarded the truth or falsity of their statements.

99. Defendant placing Snower in a false light has greatly damaged his business and good name and reputation in the general public and, particularly, in the soccer community in the northern suburbs of Chicago Illinois in which he was a soccer coach. Furthermore, placing Snower in a false light has caused, and will continue to cause, Snower to suffer humiliation and emotional and physical distress.

WHEREFORE, Snower respectfully requests that this Court enter a judgment in his favor and against Defendant and:

A. Award Snower all compensatory damages resulting from injuries to his good name, reputation, and business as a result of Defendant's defamatory statements;

B. Award Snower damages for the humiliation and emotional distress that he has suffered and will continue to suffer as a result of the defamatory statements;

C. Award Snower punitive damages because of the malicious and willful nature in which the defamatory statements were made;

E. Order such further relief as the Court deems just and proper.

**COUNT IV-TORTIOUS INTERFERENCE WITH EXISTING AND
PROSPECTIVE BUSINESS RELATIONS**

100. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 99, inclusive, as if fully set forth herein.

101. Effective August 1, 2017 and continuing until terminated by either Snower or FC United, Snower had a contract with FC United to perform the duties as Senior Director of Girls Soccer with a base salary of \$ 90, 000. See Ex. A attached hereto.

102. FC United also owed Snower \$ 15, 000 as a retention bonus.

103. Snower performed all of his obligations under that contract.

104. Defendant Loyola interfered with this contractual relationship and Snower's retention bonus when it demanded that Snower resign from FC United and threatened that if he did not resign it would notify FC United what it "had on Snower".

105. Snower did not resign as demanded by Loyola.

106. Upon information and belief, Loyola notified FC United or caused FC United to be notified that Loyola had fired Snower for sexually inappropriate statements.

107. Loyola knew that notifying FC United that Loyola's termination of Snower would cause FC United to sever its relationship with Snower.

108. The direct and proximate result of the termination of Snower's contract with FC United exceeds \$ 105,000 at the present time and amounts to \$90,000 per each year thereafter.

109. The actions of Loyola were taken for a malicious purpose and punitive damages and attorneys' fees should be awarded to Snower and against Loyola.

WHEREFORE, Snower respectfully requests that this Court enter a judgment in his favor and against Defendant and:

A. Award Snower all compensatory damages resulting from injuries to his good name, reputation, and business as a result of Defendant's defamatory statements;

B. Award Snower economic damages flowing from Loyola's tortious interference with Snower's FC United's contract for the period of time from May 11, 2018 which exceeds \$105,000 at the present time.

C. Award all consequential damages;

D. An award of punitive damages and attorneys' fees for the willful and wanton conduct of Loyola in causing the termination of Snower's contract with FC United from May 11, 2018 through the present;

E. Order such further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED,

CRAIG SNOWER

BY: /s/ Susan Bogart

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