

Evanston Township High School.

5. The theater productions organized and supervised by BRUCE SIEWERTH, coupled with the Upstairs Theater programming, provided BRUCE SIEWERTH with regular access to students both during school hours and after school during the staging of various productions.

6. Students within the theater program included those individuals acting in plays as well as individuals that served on the stage crew.

7. The theater program at Evanston Township High School put on a number of productions annually ranging from dramatic performances, to musicals, to variety shows.

8. Students that performed in those plays or assisted via the stage crew had regular exposure to BRUCE SIEWERTH in connection with rehearsals, after school preparation, and performances of the productions.

9. Additionally, BRUCE SIEWERTH brought students – typically students involved in the theater or drama program – to New York annually.

10. Those trips were ostensibly made so that the students could see productions of plays on Broadway and at off-Broadway theaters in New York.

Siewerth's Manipulation of Students Under his Charge

11. During the time frame in which BRUCE SIEWERTH taught at and ran the theater department at Evanston Township High School, he routinely emotionally manipulated students in a manner which intimidated students from revealing what was taking place within the department.

12. For example, BRUCE SIEWERTH required students to maintain “acting journals” and asked students to confide within their journals their deepest, darkest secrets and

fantasies.

13. BRUCE SIEWERTH would then read the journals and comment on the students' writing, often mocking the students for their disclosures.

14. BRUCE SIEWERTH's comments within the students' journals would often criticize or judge their lives, personalities and disclosures.

15. Additionally, BRUCE SIEWERTH used his position of power – specifically in that he could cast or not cast certain individuals – to further manipulate students into compliance.

Bruce Siewerth's Grooming of Children

16. Literature on sexual grooming often breaks the process down into stages though there is no concrete pattern an abuser will always follow. Those stages often include: 1) access to a child; 2) an abusers ability to gain trust over the child and other adults that surround the child; 3) testing of boundaries or the de-sensitization of the child to touch; 4) the ability to prevent the child from disclosing the abuse to another adult.

17. BRUCE SIEWERTH engaged in activities that fall into the above-mentioned categories.

18. First, BRUCE SIEWERTH had virtually unfettered access to children through his operation of the theater department. This access was available both during and after school hours, as many of the students BRUCE SIEWERTH interacted with on a daily basis were involved in after-school theater productions. Casting, rehearsal, and other aspects of the production were often accomplished without the presence of other adults or teachers.

19. Second, BRUCE SIEWERTH engaged in behavior that enabled him to gain the trust or favor of his students. Students confided within their journals some of their most intimate thoughts and BRUCE SIEWERTH had access to that writing. SIEWERTH in turn used the

access and confidence placed in him by his students to ensure their further compliance and trust. Further, because BRUCE SIEWERTH was in a position to make or affect casting decisions, he was in a position of authority that students would generally avoid confronting.

20. Third, BRUCE SIEWERTH would test the boundaries of male students with seemingly innocuous acts such as requiring male students to change or get into costumes in front of him in preparation for a performance. Other improper acts which are completely inappropriate but designed to seem innocuous to male students included: a) wrestling with male students; b) helping male students get ready to go on stage by tucking in their shirt, which gave him the opportunity to touch or graze their buttocks or genitalia; c) spanking male students on their birthday; d) “pantsing” male students; e) discussing the size of various male students’ genitalia.

21. Fourth, BRUCE SIEWERTH’s position within the school allowed him to prevent students from disclosing to their parents abuse taking place within the department. BRUCE SIEWERTH fostered a theater department considered highly successful within the community. Further, though SIEWERTH’s behavior was often highly inappropriate and abusive, the students within the department considered themselves their own community. Friendships formed amongst students within the department and SIEWERTH commanded and influenced access to both the community and the friendships that might be formed as a part of one’s membership within the theater community. The prospect of SIEWERTH banning one from the theater or looking upon a particular student as disfavored influenced students significantly: specifically, students were hesitant to report SIEWERTH to their parents for fear of losing friends and place within the community.

JOHN DOE 2's Schooling and Experience with Siewerth

22. JOHN DOE 2 attended co-defendant Evanston Township High School between 1976 and 1980.

23. During that time frame, JOHN DOE 2 auditioned for a number of plays.

24. BRUCE SIEWERTH cast JOHN DOE 2 in a number of significant parts in a variety of plays during that time frame.

25. In connection with his casting, JOHN DOE 2 spent significant time in the theater department and with BRUCE SIEWERTH.

26. During that time, SIEWERTH engaged in some of the activities described above, including requiring JOHN DOE 2 to maintain an acting journal and by controlling the theater department through ironclad rules he enforced.

27. During that time, SIEWERTH engaged in seemingly innocuous but inappropriate physical activity with JOHN DOE 2 including grabbing and tickling.

28. This eventually escalated to sexual abuse.

29. On at least one occasion, BRUCE SIEWERTH cornered JOHN DOE 2 in the theater shop, reached down his pants, and grabbed and molested JOHN DOE 2's genitals.

30. During the course of this molestation, BRUCE SIEWERTH said to JOHN DOE 2 "I bet you've got a big one, let's see."

31. On another occasion, BRUCE SIEWERTH asked JOHN DOE 2 to help him run an errand at SIEWERTH's home.

32. Once there, SIEWERTH performed a shirtless massage on JOHN DOE 2.

33. BRUCE SIEWERTH also exposed then-minor JOHN DOE 2 to inappropriate sexual material during a trip to New York City.

34. BRUCE SIEWERTH convinced JOHN DOE 2 to attend the trip by portraying it as an opportunity to experience Broadway and the world-class theater productions that take place in the City.

35. Instead, BRUCE SIEWERTH planned for JOHN DOE 2 and SIEWERTH to stay in a single hotel room in the City.

36. While in the City, BRUCE SIEWERTH brought JOHN DOE 2 to a hardcore gay pornography theater and afterward asked JOHN DOE 2 if he “liked that.”

37. All of the above-mentioned physical contact by BRUCE SIEWERTH was unwanted contact made without the consent of then-minor JOHN DOE 2.

38. Defendant BRUCE SIEWERTH knew or should have known that his intentional physical and sexual contact with Plaintiff would cause both permanent emotional harm and permanent physical harm to Plaintiffs.

39. At all times relevant to this Complaint, BRUCE SIEWERTH owed a duty to his students, including JOHN DOE 2, to avoid improper, unwanted and non-consensual physical contact with minors.

40. At all times relevant to this Complaint, BRUCE SIEWERTH breached that duty in one of more of the following ways:

- a. Made non-consensual physical contact with JOHN DOE 2;
- b. Groped and/or fondled JOHN DOE 2’s genitals;
- c. Made sexual contact with JOHN DOE 2.

41. At all times during the above-mentioned contact, JOHN DOE 2 was a minor.

42. As a direct and proximate result of the aforementioned actions by the defendant, Plaintiff has suffered permanent injuries of a personal and pecuniary nature,

and has been psychologically damaged and continues to be damaged psychologically and to experience mental anguish, humiliation and emotional and physical distress.

43. Further, as a result of the aforementioned sexual abuse and breach of trust, Plaintiff has suffered and will continue to suffer physical and emotional pain and dysfunction, and both economic and non-economic damages in an amount to be proved at trial.

44. Because this abuse occurred when Plaintiff was a minor, Plaintiff suppressed the memories of this abuse.

45. It was not until October of 2017 – when public allegations by other victims caused JOHN DOE 2 to confront and remember his abuse – that Plaintiff discovered that he was suppressing the memories of their abuse, discovered their injuries, and became aware of their causes of action against Defendant.

WHEREFORE, Plaintiff JOHN DOE 2, by and through Plaintiff's attorneys, HURLEY McKENNA & MERTZ, prays for damages against defendant BRUCE SIEWERTH in a sum in excess of \$50,000.00, plus the costs of suit, and all other relief permitted by law.

**COUNT II – EVANSTON TOWNSHIP HIGH SCHOOL, EVANSTON TOWNSHIP
HIGH SCHOOL DISTRICT 202 and BOARD OF EDUCATION OF EVANSTON
TOWNSHIP HIGH SCHOOL DISTRICT 202 – WILLFUL AND WANTON
MISCONDUCT OF DEFENDANTS**

1. Defendants EVANSTON TOWNSHIP HIGH SCHOOL, EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202 and BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202 (hereinafter, collectively, "EVANSTON TOWNSHIP HIGH SCHOOL") are the entity or entities that operate a high school in the City of Evanston commonly known as Evanston Township High School or ETHS.

2. At all times relevant to this Complaint, Defendants EVANSTON TOWNSHIP

HIGH SCHOOL employed various principals, administrators and teachers with the goal of educating students within Evanston Township High School.

3. At any given time during the relevant time periods of the Complaint, the vast majority of students within Evanston Township High School were minors.

4. Many Evanston Township High School students participated in extracurricular and after school activities, including theater.

Siewerth's Academic Position at Evanston Township High School

5. Beginning in the 1960s, co-Defendant Evanston Township High School employed Defendant BRUCE SIEWERTH as a teacher within the school.

6. BRUCE SIEWERTH served as both a teacher and a director of the drama and theater department during various times of his employment.

7. As director of the drama department, BRUCE SIEWERTH organized and supervised various student theater productions.

8. Eventually, BRUCE SIEWERTH started or helped start the "Upstairs Theater" at Evanston Township High School.

9. The theater productions organized and supervised by BRUCE SIEWERTH, coupled with the Upstairs Theater programming, provided BRUCE SIEWERTH with regular access to students both during school hours and after school during the staging of various productions.

10. Students within the theater program included those individuals acting in plays as well as individuals that served on the stage crew.

11. The theater program at Evanston Township High School put on a number of productions annually ranging from dramatic performances, to musicals, to variety shows.

12. Students that performed in those plays or assisted via the stage crew had regular exposure to BRUCE SIEWERTH in connection with rehearsals, after school preparation, and performances of the productions.

13. Additionally, BRUCE SIEWERTH brought students – typically students involved in the theater or drama program – to New York annually.

14. Those trips were ostensibly made so that the students could see productions of plays on Broadway and at off-Broadway theaters in New York.

Siewerth's Manipulation of Students Under his Charge

15. During the time frame in which BRUCE SIEWERTH taught at and ran the theater department at Evanston Township High School, he routinely emotionally manipulated students in a manner which intimidated students from revealing what was taking place within the department.

16. For example, BRUCE SIEWERTH required students to maintain “acting journals” and asked students to confide within their journals their deepest, darkest secrets and fantasies.

17. BRUCE SIEWERTH would then read the journals and comment on the students’ writing, often mocking the students for their disclosures.

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there is no concrete pattern an abuser will always follow. Those stages sometimes include: 1) access to a child; 2) an abusers ability to gain trust over the child and other adults that surround the child; 3) testing of boundaries or the de-sensitization of the child to touch; 4) the ability to prevent the child from disclosing the abuse to another adult.

21. BRUCE SIEWERTH engaged in activities that fall into the above-mentioned categories.

22. First, BRUCE SIEWERTH had virtually unfettered access to children through his operation of the theater department. This access was available both during and after school hours, as many of the students BRUCE SIEWERTH interacted with on a daily basis were involved in after-school theater productions. Casting, rehearsal, and other aspects of the production were often accomplished without the presence of other adults or teachers.

23. Second, BRUCE SIEWERTH engaged in behavior that enabled him to gain the trust or favor of his students. Students confided within their journals some of their most intimate thoughts and BRUCE SIEWERTH had access to that writing. SIEWERTH in turn used the access and confidence placed in him by his students to ensure their further compliance and trust. Further, because BRUCE SIEWERTH was in a position to make or affect casting decisions, he was in a position of authority that students would generally avoid confronting.

24. Third, BRUCE SIEWERTH would test the boundaries of male students with seemingly innocuous acts such as requiring male students to change or get into costumes in front of him in preparation for a performance. Other improper acts which are completely inappropriate but designed to seem innocuous to male students included: a) wrestling with male students; b) helping male students get ready to go on stage by tucking in their shirt, which gave him the opportunity to touch or graze their buttocks or genitalia; c) spanking male students on

their birthday; d) “pantsing” male students; e) discussing the size of various male students’ genitalia.

25. Fourth, BRUCE SIEWERTH’s position within the school allowed him to prevent students from disclosing to their parents abuse taking place within the department. BRUCE SIEWERTH fostered a theater department considered highly successful within the community. Further, though SIEWERTH’s behavior was often highly inappropriate and abusive, the students within the department considered themselves their own community. Friendships formed amongst students within the department and SIEWERTH commanded and influenced access to both the community and the friendships that might be formed as a part of one’s membership within the community. The prospect of SIEWERTH banning one from the theater or looking upon a particular student as disfavored influenced students significantly: specifically, students were hesitant to report SIEWERTH to their parents for fear of losing friends and place within the community.

JOHN DOE 2’s Schooling and Experience with Siewerth’s Abuse of Doe 2

26. JOHN DOE 2 attended co-defendant Evanston Township High School between 1975 and 1979.

27. During that time frame, JOHN DOE 2 worked on the stage crew with the theater, often spending hours assisting with rehearsals and set design.

28. BRUCE SIEWERTH oversaw the stage crew and its role in the production of various plays.

29. In connection with his role with the stage crew, JOHN DOE 2 spent significant time in the theater department and with BRUCE SIEWERTH.

30. Unlike certain actors cast in plays which would have limited runs, stage crew was

a year-round extracurricular activity.

31. JOHN DOE 2 spent significant time in the theater department both before and after school during his time at EVANSTON TOWNSHIP HIGH SCHOOL.

32. BRUCE SIEWERTH eventually engaged in much of the activity described above with JOHN DOE 2.

33. SIEWERTH would have inappropriate conversations regarding the size of various male students genitalia.

34. These conversations would take place in front of students and include JOHN DOE 2.

35. SIEWERTH also on a number of occasions would place his hands down the back of JOHN DOE 2's pants in a dark theater where others could not see what was taking place.

36. JOHN DOE 2 also often stayed late at the theater in connection with his role in the stage crew.

37. SIEWERTH would then drive JOHN DOE 2 home and ask that JOHN DOE 2 sit next to him in the front seat of SIEWERTH's station wagon.

38. This grabbing of JOHN DOE 2's genitals occurred approximately 1-3 times per month over a three year period.

39. All of the above-mentioned physical contact by BRUCE SIEWERTH was unwanted contact made without the consent of then-minor JOHN DOE 2.

40. At all times during the above-mentioned contact, JOHN DOE 2 was a minor.

Notice of Defendants

41. Upon information and belief, prior to BRUCE SIEWERTH's retirement, students and/or a student's parent informed the administration of EVANSTON TOWNSHIP HIGH

SCHOOL of co-Defendant BRUCE SIEWERTH's inappropriate sexual contact with male students.

42. Despite this information, upon information and belief, the administration allowed BRUCE SIEWERTH to continue his employment with the school through his retirement.

43. Further, EVANSTON TOWNSHIP HIGH SCHOOL's administration knew or should have known of BRUCE SIEWERTH's inappropriate physical and sexual contact with students.

44. Publicly, SIEWERTH's misconduct was an "open secret" within the school and the theater community.

45. Upon information and belief, a teacher within the drama or theater department of Defendant EVANSTON TOWNSHIP HIGH SCHOOL, either witnessed or knew of inappropriate physical contact between male students and BRUCE SIEWERTH.

46. Despite EVANSTON TOWNSHIP HIGH SCHOOL's knowledge of that inappropriate physical contact (through its teacher), BRUCE SIEWERTH was allowed to retain his position.

47. At all times relevant to this Complaint, Defendant EVANSTON TOWNSHIP HIGH SCHOOL knew that BRUCE SIEWERTH, as director of the theater program, would have routine contact with minors without other adults present.

48. Despite knowledge or constructive knowledge of BRUCE SIEWERTH's physical and sexual contact with students, EVANSTON TOWNSHIP HIGH SCHOOL allowed his access to students remain unchecked, as SIEWERTH continued in his role as theater director.

The Special Relationship and Non-Disclosure of Culpability

49. EVANSTON TOWNSHIP HIGH SCHOOL fostered a unique relationship

between its high school students and the leader of its drama department, BRUCE SIEWERTH.

50. Co-Defendant BRUCE SIERWERTH and the students were provided near total autonomy, with the school's blessing, to engage in the study of theater and the production of plays.

51. For example, EVANSTON TOWNSHIP HIGH SCHOOL allowed a private space for students (the theater itself and a club the students maintained within the theater) for students within the theater department to congregate.

52. EVANSTON TOWNSHIP HIGH SCHOOL fostered this relationship between SIEWERTH and his students further by permitting SIEWERTH to have dinners with his students outside of the theater and allowing SIEWERTH to serve alcohol during these dinners.

53. Upon information and belief, EVANSTON TOWNSHIP HIGH SCHOOL also knew and acquiesced to SIEWERTH taking students to New York for overnight trips that included watching various plays on and off Broadway.

54. Even after JOHN DOE 2 graduated and despite reports to the administration about SIEWERTH's misconduct, EVANSTON TOWNSHIP HIGH SCHOOL allowed SIEWERTH to continue in his position with the claim that he was "popular" with students.

55. Further, given the success the theater program had with a number of students moving on to successful careers in television and film, EVANSTON TOWNSHIP HIGH SCHOOL did not properly investigate claims regarding SIEWERTH and concealed or did not disclose its knowledge of such claims.

56. The theater department was, by virtually all accounts, successful in producing well-received plays and skilled students that moved on to professional careers in the industry.

57. Given this success, EVANSTON TOWNSHIP HIGH SCHOOL chose not to

disclose to any students complaints about SIEWERTH's misbehavior thereby concealing any claim any students might have against the school.

58. Despite this special relationship between the school and its minor students, EVANSTON TOWNSHIP HIGH SCHOOL did not disclose their knowledge (and therefore culpability) of BRUCE SIERWERTH's misconduct until October of 2017, at the earliest.

59. At all times relevant to this Complaint, Defendant EVANSTON TOWNSHIP HIGH SCHOOL, through its administrators, employees, and teachers, owed students a duty to avoid acting in a willful and wanton manner.

60. Defendant EVANSTON TOWNSHIP HIGH SCHOOL breached that duty in one or more of the following ways:

- a. Allowed SIEWERTH to continue in his employment despite complaints about inappropriate physical and sexual contact with minor students;
- b. Allowed SIEWERTH to continue in his role as theater director without demotion or restriction;
- c. Failed to implement any restrictions on SIEWERTH's access to students;
- d. Failed to investigate complaints about SIEWERTH;
- e. Failed to refer any complaints about SIEWERTH to the proper authorities.

61. As a direct and proximate result of the aforementioned actions by the defendant, Plaintiff has suffered permanent injuries of a personal and pecuniary nature, and has been psychologically damaged and continues to be damaged psychologically and to experience mental anguish, humiliation and emotional and physical distress.

62. Further, as a result of the aforementioned sexual abuse and breach of trust, Plaintiff has suffered and will continue to suffer physical and emotional pain and

dysfunction, and both economic and non-economic damages in an amount to be proved at trial.

63. Because this abuse occurred when Plaintiff was a minor, Plaintiff suppressed the memories of this abuse.

64. It was not until October of 2017 – when public allegations by other victims caused JOHN DOE 2 to confront and remember his abuse – that Plaintiff discovered that he was repressing memories of his abuse, discovered their injuries, and became aware of his cause of action against Defendant.

WHEREFORE, Plaintiff JOHN DOE 2, by and through Plaintiff's attorneys, HURLEY McKENNA & MERTZ, prays for damages against defendants EVANSTON TOWNSHIP HIGH SCHOOL, EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202 and BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202 in a sum in excess of \$50,000.00, plus the costs of suit, and all other relief permitted by law.

COUNT III – EVANSTON TOWNSHIP HIGH SCHOOL, EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202 and BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202 – NEGLIGENCE IN FAILING TO FOLLOW ESTABLISHED POLICIES AND PROCEDURES

1-58. Plaintiff re-asserts and re-alleges Paragraphs 1-58 of Count II of Plaintiff's Complaint at Law against Defendants as and for Paragraphs 1-58 of Count III of Plaintiff's Complaint at Law against Defendants.

59. Upon information and belief, at the time of the abuse alleged in this Complaint, EVANSTON TOWNSHIP HIGH SCHOOL had certain policies and procedures in place to investigate allegations or complaints of inappropriate teacher conduct.

60. Upon information and belief, at the time of the abuse alleged in the Complaint, EVANSTON TOWNSHIP HIGH SCHOOL had certain policies and procedures in place for

disciplining and/or terminating teachers found to abusing or mistreating students.

61. At all times relevant to this Complaint, Defendant EVANSTON TOWNSHIP HIGH SCHOOL, through its administrators, employees, and teachers, owed students a duty to follow the previously established policies and protocols regarding the investigation of abuse and discipline of teachers found to be engaging in such abuse.

62. Defendant EVANSTON TOWNSHIP HIGH SCHOOL breached that duty in one or more of the following ways:

- a. Allowed SIEWERTH to continue in his employment despite complaints about inappropriate physical and sexual contact with minor students;
- b. Allowed SIEWERTH to continue in his role as theater director without demotion or restriction;
- c. Failed to implement any restrictions on SIEWERTH's access to students;
- d. Failed to investigate complaints about SIEWERTH;
- e. Failed to refer any complaints about SIEWERTH to the proper authorities;
- f. Violated its own policies and procedures related to the investigation of abuse claims;
- g. Violated its own policies and procedures related to the discipline and/or termination of teachers accused of abuse and/or misconduct.

63. As a direct and proximate result of the aforementioned actions by the defendant, Plaintiff has suffered permanent injuries of a personal and pecuniary nature, and has been psychologically damaged and continues to be damaged psychologically and to experience mental anguish, humiliation and emotional and physical distress.

64. Further, as a result of the aforementioned sexual abuse and breach of trust,

Plaintiff has suffered and will continue to suffer physical and emotional pain and dysfunction, and both economic and non-economic damages in an amount to be proved at trial.

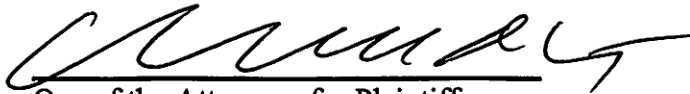
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WHEREFORE, Plaintiff JOHN DOE 2, by and through Plaintiff's attorneys, HURLEY McKENNA & MERTZ, prays for damages against defendants EVANSTON TOWNSHIP HIGH SCHOOL, EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202 and BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202 in a sum in excess of \$50,000.00, plus the costs of suit, and all other relief permitted by law.

HURLEY MCKENNA & MERTZ

By:



One of the Attorneys for Plaintiff
Attorney for Plaintiff

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Trial by Jury Demanded

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222 (b)

Pursuant to Supreme Court Rule 222 (b), counsel for the above named plaintiff certifies that plaintiff seeks money damages in excess of Fifty Thousand and 00/100ths Dollars (\$50,000.00).

Sworn to and subscribed in my presence
this 25th day of October 2017.

NOTARY PUBLIC

Chen

Michael T. Mertz
One of the Attorneys for the Plaintiff

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