

Violating the Prohibition Against Penalizing Customers

2. The Consent Decree requires Defendants “not to penalize customers based solely on online comments about any Defendant, including reviews....” Consent Decree ¶ 4(c)(iii). To penalize is to “impose a penalty; to punish,” or to “treat unfairly.” BLACK’S LAW DICTIONARY (10th ed. 2014).

3. Defendants flouted this requirement immediately after entry of the Consent Decree by posting a defamatory web page that penalizes a customer through viciously attacking the customer solely for online comments about Suburban Express. *See* Ex. A. On the Suburban Express web page, Defendants refer to the individual’s “specific complaints” about Suburban Express on yelp.com and Defendants include a link to a screenshot of the individual’s Yelp reviews of Suburban Express. On this Suburban Express web page, Defendants go on to criticize the individual’s comments about Suburban Express on other websites. Defendants proceed to post a link on this web page entitled “Growing up in the Desert,” which leads to a page of a map website that Defendants purport to show the address of the individual’s “childhood home.” On the same web page, Defendants ridicule the individual’s mental state, asking about the individual’s purported “childhood home”: “What happened here? When people ask about the counseling center at the University of Illinois or mental health issues, [the individual]’s alter-ego online seems to answer quickly.” Defendants then attack the individual in her professional capacity, asserting that they “wish she’d focus on finishing her dissertation instead of spending all her time trashing us online,”

including a link to the individual's professional LinkedIn web page and her own professional website.

Violating the Prohibition Against Unwelcoming Communications

4. The Consent Decree requires Defendants to “not circulate or distribute communications that Defendants know are to the effect that their services will be denied to any person or that any person is unwelcome, objectionable, or unacceptable because of race, national origin, or religion.” Consent Decree ¶ 4(a)(iii). Defendants are violating this term as well.

5. The post-Consent Decree web page described above attacks an individual of Asian origin. Defendants have posted a second web page attacking another individual of Asian origin. *See* Exhibit B. On this page, Defendants attack this individual as an “insane” “spoiled child.” Defendants proceed to attack the individual's father, also of Asian origin, accusing the father of having a business not in good standing with the State of Illinois and asserting that “[t]here seems to be something fundamentally wrong with the parenting in” the individual's family. Defendants state on this web page that the individual under attack “reminds us” of Suey Park, a prominent Asian-American activist who advocates against discrimination against Asian-Americans, and that the reader should “Google” Suey Park “for a good laugh.” Defendants go on to post the address, phone number, and email address of the individual under attack. Taken individually or together with the other page Defendants have posted attacking a person of Asian origin, Defendants have circulated communications that Defendants know are to the effect that the

individuals under attack are objectionable and unacceptable because of their race and national origin.

Failing to Post Required Anti-Discrimination Policies

6. The Consent Decree requires Defendants to “place the following anti-discrimination policy language in 12-point or larger visible type no smaller than the body text size on the main page of any Defendant’s website” as well as “the web page displaying the terms and conditions of any–ticket purchase”: “All persons are welcome to ride on our vehicles. We do not discriminate, offer different services, or deny services on the basis of any individual’s race, color, sex, gender, identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status, or source of income, consistent with Illinois law. You are welcome here.” Consent Decree ¶ 4(a)(iv).

7. At the time of this filing, Defendants have either not placed or not placed the entirety of this required language on the main page of any of their websites or on the web page displaying the terms and conditions of ticket purchases. *See* Exhibits C–H. This is true despite that Defendants have taken the time to post, on at least one of those same websites, a statement about the Consent Decree and subsequent events. *See, e.g.,* Ex. C.

The State’s Effort to Resolve the Issues Raised

8. Defendants represented to the State that the required anti-discrimination postings referenced above will be made prior to the time this motion

is called to hearing on April 23. As of this filing, however, they have not done so, and the State reserves its right to challenge Defendants' noncompliance.

9. The State also brought each of the remaining Consent Decree violations raised in this motion to the Defendants' attention. The Defendants denied that the conduct in question violates the Consent Decree and refused to take remedial action. WHEREFORE, consistent with Paragraph 8 of the Consent Decree, the State respectfully requests that the Court:

- a. Enter a monetary judgment against Defendants for \$10,000;
- b. Order Defendants to remove the web pages shown in Exhibits A and B within 24 hours;
- c. Order Defendants to post the required language on the main page of any Defendant's website within 24 hours; and
- d. Enter any further orders that the Court deems just and appropriate.

Date: April 17, 2019

Respectfully submitted,

By: /s/ Jeff VanDam

KWAME RAOUL
Attorney General of Illinois

Matthew V. Chimienti
Alison V. Hill
Jeff VanDam
Thomas J. Verticchio
Assistant Attorneys General
Civil Rights & Special Litigation
Bureaus
100 W. Randolph Street, 11th floor
Chicago, IL 60601
Tel.: (312) 814-1188
mchimienti@atg.state.il.us

ahill@atg.state.il.us
jvandam@atg.state.il.us
tverticchio@atg.state.il.us

Exhibit A

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Suburban Express defends itself against [REDACTED] (aka [REDACTED])

A Girl on a Mission

[REDACTED] on Reddit
[REDACTED] on Wikipedia (for link between Reddit and Wikipedia, view [REDACTED]'s Wikipedia user page)

[The First We Heard of Her](#)

We looked her up and found that she rode twice. Nothing eventful happened on either trip, as far as we could tell. We received no complaints. We noticed that on the trip where she had a female driver she had to board the second bus in a line of buses traveling together. The female driver had driven our trips many, many times by the time [REDACTED] rode.

[REDACTED] had some specific complaints:

- Suburban Express overresells buses. This is false. She may have misunderstood load being split between multiple buses. At some point, the first bus loading will fill, and people must board the second bus. That doesn't mean we've sold more tickets than there are seats. It just means that we have more passengers than fit on one bus.
- Her driver asked for directions to the highway. This is surely a fabrication. The driver of her bus would have had no cause to ask for directions out of Champaign-Urbana since she had done the very same run many, many times.

And then she made some nonsensical claims which aren't worth addressing.

We have no idea what set [REDACTED] off, but her review has little correlation with reality.

[Full-Blown Obsession on Reddit \(6.2 mb!\)](#)

Speaking as [REDACTED] on Reddit, she seems to provide evidence that she has a full-blown obsession with Suburban Express. And it sort of looks as if she may be hooked on Reddit as a means of obtaining external validation. She seems to specialize in making unsubstantiated claims about every topic she discusses.

[Full-Blown Obsession on Wikipedia \(120kb\)](#)

Speaking as [REDACTED] on Wikipedia, [REDACTED] has tirelessly worked to inject her skewed view into articles on Suburban Express and Streisand Effect. The other "editors" on Wikipedia slapped down her ridiculous edits to the Streisand Effect article, but she and paid editor who works in PR seem to have devoted an enormous amount of time to injecting inaccurate information into the Wikipedia article about Suburban Express while simultaneously deleting neutral historical information. Again, we wonder what has sparked her apparent obsession.

[Growing up in the Desert](#)

This seems to be [REDACTED]'s childhood home. What happened here? When people ask about the counseling center at the University of Illinois or mental health issues, [REDACTED]'s alter-ego online seems to answer quickly.

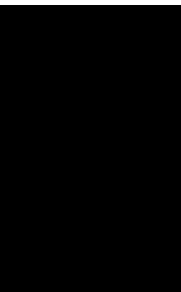
[\[REDACTED\] Website](#)

Here's her personal website. We wish she'd focus on finishing her dissertation instead of spending all her time trashing us online.

[\[REDACTED\] LinkedIn - Working in DC](#)

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Our other friends:



Consider this a rough draft. Everything above is our opinion. We'll be adding to this page as time permits.

Exhibit B

[Back to the Suburban Express Response Page](#)

Suburban Express addresses banned passenger [REDACTED] of [REDACTED], IL

[REDACTED] reminds us of Suey Park. Google Suey for a good laugh.

[REDACTED] on [LinkedIn](#)

[REDACTED] has been granted a high honor by Yelp - she's elite. To become an elite, one must spend many hours toiling in solitude writing tons of reviews. After proving to Yelp that one has no life and that one's time is worthless, elite status is bestowed upon the user.

We're quite annoyed that [REDACTED] reversed a credit card payment she made a few months ago. If you're thinking of engaging in a business transaction with [REDACTED], be sure to accept cash only. And inspect any cash she gives you, as it may be counterfeit.

Law school admissions personnel: If you're looking for well-adjusted, mature students, you'll want to steer clear of this spoiled child. She needs to mature quite a bit before she'll be ready for the real world.

Looks like her dad has some problems:

[dadsbusinessnotingoodstanding.pdf](#)

5/2/16 Now she seems to be creating Yelp users and posting additional reviews. Stay tuned. We're documenting all her insane moves.

3/15/17 It's always amusing to see how people lie and distort facts on social media. [REDACTED]'s sister had this to say on Reddit today:

"[REDACTED] Industrial Design '19

Yes. SubEx sued my family because my sister's credit card got stolen and she accidentally reversed the charge for the bus along with actual fraudulent charges. When she realized her mistake, she un-reversed the bus ticket and explained to the owner what happened and he posted our family's information everywhere and sued us."

[REDACTED] or her father [REDACTED] did in fact reverse a credit card charge for a ticket which [REDACTED] did in fact use to ride a bus. And that's where [REDACTED] veers away from reality. A letter was sent to the [REDACTED]s requesting that they reimburse Suburban Express for the reversed charge. No payment was received and the chargeback was not reversed. We even went to the trouble of sending a second letter, and we received no reply. We therefore sent the matter to our collections attorney, and it is in his hands now.

If you don't want someone coming after you for money you owe, don't indebt yourself to others.

There seems to be something fundamentally wrong with the parenting in the [REDACTED] family.

More content will be added as soon as this page is indexed by Google. [REDACTED]

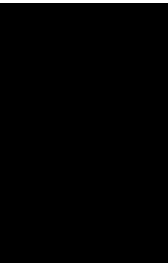
[REDACTED], IL 6 [REDACTED]

April, 2016

[REDACTED]@gmail.com


[Back to the Suburban Express Response Page](#)

Our other friends:




Consider this a rough draft. Everything above is our opinion. We'll be adding to this page as time permits.

Exhibit C



SuburbanExpress

Direct Weekend Bus Service to the Chicago Area



Pick Your University

UIUC ▼

Go

Welcome to Suburban Express!

FAST, DIRECT Service to the Suburbs

Suburban Express specializes in weekend transportation for college students. Because we focus on a niche market, we provide the best possible service for college students travelling home for the weekend.

On April 9, 2019 Suburban Express and Attorney General Kwame Raoul reached a truce in nearly year old litigation brought by former Attorney General Lisa Madigan. Madigan's lawsuit contained numerous false, unproven, unproveable and legally inconsequential allegations. Suburban Express felt that it was being extorted by the state, but chose a \$100k payment to state rather than spending \$250k-\$500k defeating the lawsuit. Attorney General Kwame Raoul and Suburban Express agreed to a path out of the litigation that is a COMPROMISE, meaning that neither side won.

The resultant consent decree makes it clear that there is no finding of fact, and that none of the allegations made by Lisa Madigan are valid or truthful. The consent decree does impose some minor requirements on Suburban Express, and it does recite statutes which apply to all businesses in Illinois. It does not contain any admission of wrongdoing, finding of wrongdoing, or anything of the sort.

Attorney General Kwame Raoul's press release on the matter is false and defamatory in the extreme, in that it claims his office proved the various false and unproven allegations. Suburban Express is considering legal action against Kwame Raoul and Assistant Attorney General Thomas Verticchio at this time.

- QUICK, DIRECT TRIPS, often with no Chicago-area stops other than your stop.
- Virtually all of our customers are college students. No riff-raff!
- Suburban Express runs at all the right times.
- We've been serving U of I since 1983! Other companies come and go.

Images & Text copyright 1983-2010 Suburban Express LTD

Last update: November 15, 2010

[UIUC](#) | [ISU](#) | [ELU](#) | [Purdue](#) | [Iowa](#) | [Indiana](#) |

Exhibit D

Allerton Charter Coach, Inc.

Charter Bus Service Based in Champaign, IL



Home | [Request a Quote](#) | [Rates](#) | [Our Buses](#) | [Policies](#) | [News](#)

Top-Notch Service

- * Clean, Modern, Reliable Motorcoaches
- * All vehicles feature reclining seats with high backs
- * Our drivers are safe, courteous, and professional
- * Serving Illinois and the Midwest
- * Competitive Rates
- * Approved Subcontractor for Suburban Express

Allerton Charter Coach, Inc.

(217) 344-2600
73 E Hensley Road, Champaign, IL 61822
www.allertoncharter.com

Exhibit E



Busline.com

Your Coach Travel Portal

[Illini Shuttle Home](#)[Suburban Express Home](#)

Ticket Selection Progress: **Date & Stops** -> Schedule -> Origin & Destination -> Done

Please select the first leg of your trip

Choose Date, Origin, and Destination:

From:	Chicago Area ▼
To:	Champaign-Urbana ▼
Date:	Please select... ▼

You must have a **working email address** to receive ticket email.

Please note that tickets cannot be exchanged or used at a different time, but can be refunded under certain circumstances

NO BUS FOR YOU! Arguing, debating, yelling, hurling profanities, having a tantrum, making any physically threatening movements, or acting like a lunatic when dealing with drivers or other employees at bus stops will result in denied boarding and a permanent ban. You have been warned.

Please look up your STOP LOCATION before heading out to catch the bus, by visiting Illini Shuttle or Suburban Express website.

Tickets can now be returned for standby credit, even after trip date. Just visit suburbanexpress.com or illinishuttle.com and click on the 'Customer Service' tab.

[Clear](#)[Next Step >](#)

Busline.com | PO Box 220, Paxton, IL 60957

Exhibit F

Suburban Express



Looking for [Suburban Express](#)?

We thought so.

[Lawsuit Archive](#)

Exhibit G



Welcome
Guest

Home

Order Online

Schedules

Vehicles

Policies

Customer Service

FAQ

Stop Locations

Illini Shuttle
(217) 344 - 6700

Frequent Service Between Champaign and O'Hare and Select Chicago Suburbs!

Punctual • Predictable • Consistent

NOW HIRING DRIVERS! [Apply Online Today](#)

Only \$25.95 to O'Hare Airport with no change of vehicles required enroute and no detour through Peoria or Joliet.

Fares \$19.95-\$25.95 to most suburbs

Check out our new FAQ! It's in the sidebar.

Tickets can now be returned for **standby credit!** Click the Customer Service tab for details.

Please note that children under 60" tall are not permitted.

Features:

- Illini Shuttle runs daily. We're ready to go when you are!
- We hire only non-smoking drivers, so you won't smell like an ashtray after your trip.
- We'll never make you change buses enroute.
- We run shuttles made by Mercedes-Benz. Take a ride in our Mercedes! We also run big charter buses.

We speak English only. If you are not fluent in English, please have someone who is fluent in English assist you with your travel plans and purchase.

Statement of Inclusion: All persons are welcome to ride Illini Shuttle. We do not discriminate on the basis of any individual's race, color, sex, gender, identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status, or source of income. You are welcome here.



Images & Text copyright 2004-2019
Last update: January 2, 2019

Exhibit H



Busline.com

Your Coach Travel Portal

Checkout Progress: Inspect Basket Contents → Pay → Print Confirmation → Done

Credit Card Information

Card Type:	Visa ▼	
Card Number:	<input type="text"/>	
Expiration Date:	<input type="text"/> (mm/yy)	
Card Verification #:	<input type="text"/> (3 digits from back of card)	

Terms and Conditions

- **NO BUS FOR YOU!** Arguing, aggressively debating, yelling, using profanity, or making any physically threatening motions when dealing with drivers or other employees at bus stops will result in denied boarding and a permanent ban. You have been warned.
- We do not provide day care. To use our discount bus service, you must find your bus without assistance and present a paper ticket to board. If you do not put forth sufficient effort to successfully find your bus or if you do not have a paper ticket, we are not obligated to provide you with a refund or other accommodations.
- Suburban Express / Illini Shuttle is offering to sell you a ticket subject to the contract terms below. You do not have to accept our offer. You have the option of choosing another carrier.
- You are purchasing a ticket online. Your ticket will be delivered online, at the end of this ordering process. It is mutually agreed that proof that you have downloaded the ticket shall constitute proof of delivery of the ticket - just as if you were to sign for a UPS, Fedex, or USPS delivery.
- Your purchase entitles you to a seat. You agree that your obligation to pay for your seat does not depend on you using the seat. We will hold a seat for you regardless of whether you show up to use it, and regardless of whether you notify us in advance that you will not use it. If you need a refundable seat, please book with Greyhound or Amtrak. It is mutually agreed that proof a seat was available at the time and location selected shall constitute proof that service was rendered, whether you choose to use your seat or not.
- It is mutually agreed that this online transaction is taking place in Champaign, IL, where Suburban Express / Illini Shuttle web servers are located. It is further mutually agreed that this transaction is not taking place in a location other than Champaign, IL.
- It is mutually agreed that tickets are non-refundable, non-exchangeable, and cannot be used on another day or at another time. If tickets were refundable or exchangeable, our prices would have to be higher to compensate for the cost of refunds and exchanges.
- It is mutually agreed that it is passenger's responsibility to find and board our bus at the proper time and location. There can be many buses from various companies boarding at locations where our buses pick up. You must find and verify you are boarding the proper bus. If you are confused, approach each bus you see in order to locate your bus. Our buses are all colors of the rainbow.

- We have a refund request form which you can use in the unlikely event of a service failure. If your bus operates and you do not ride it due to circumstances within your control or due to circumstances beyond your control, your ticket is not refundable. If your flight is cancelled, for instance, we do not owe you a refund because we will still hold a seat for you.
- We will send you emails related to this transaction. You will receive a confirmation email. You may also receive emails regarding service changes, service disruptions, stop location changes, delays, and so forth. It is not possible to opt out of these pre-trip emails. If you opt in to promotional emails, you will receive promotional emails approximately twelve times per year. You may opt out of the promotional emails at any time.
- It is mutually agreed that no refunds will be given for duplicate or incorrect reservations. Please inspect the contents of your basket carefully before paying. Please do not press the "Pay" button below unless you want to make immediate, non-refundable payment.
- **YOU MUST PRINT OUT YOUR TICKET ON PAPER AND GIVE IT TO THE DRIVER TO BOARD.** You will not be permitted to board without a printed ticket. Suburban Express / Illini Shuttle does not grant exceptions to this policy -- ever.
- In the event that you tender a ticket which is not valid and driver accepts invalid ticket, you agree to pay company full fare for ride actually taken in addition to fare previously paid.
- You agree that Suburban Express / Illini Shuttle liability shall be limited to the cost of your ticket, and that Suburban Express / Illini Shuttle shall not be liable beyond the cost of your ticket under any circumstance.
- You agree to direct all questions and concerns pertaining to credit card charges or credits to Suburban Express / Illini Shuttle IN WRITING at PO Box 220, Paxton, IL 60957, so that we can prevent additional fees and costs from being incurred by either party. You agree to reimburse Suburban Express / Illini Shuttle for any fees, penalties, or charges levied against Suburban Express / Illini Shuttle, other than the standard credit card processing discount, as a result of any action you take after making this purchase.
- In the event that Suburban Express / Illini Shuttle finds it necessary to pursue you for any such fees, charges, or penalties, OR if collection action of any kind becomes necessary, you agree to pay any and all collection costs, including labor, supplies, postage, filing fees, process server fees, attorney's fees, etc., and you agree to pay a minimum collection charge of \$25.
- **IMPORTANT:** It is mutually agreed that the venue for any legal action arising out this online transaction shall be Ford County, Illinois. Ford County is located about 20 minutes north of Champaign, IL. We have chosen Ford County because of high availability of court dates, efficient court operation, excellent staff work ethic, low costs for both parties, easy parking, and other factors.
- **IMPORTANT:** If you do not wish to select Ford County as the venue for disputes, you may purchase your tickets in person at our Champaign, IL office. The venue for all disputes arising out of purchases made in person in Champaign, IL office is Champaign County, IL.
- By proceeding with a purchase, you waive any and all objections to jurisdiction that you may have under the laws of the State of Illinois or the United States of America.
- If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

☐ I AGREE TO ALL OF THE ABOVE TERMS & CONDITIONS

If you've agreed to the terms and conditions, and want to complete
your purchase on this credit card, click the button below.

Last chance to turn back!

← Go Back

Complete Purchase (\$27.25) →

This web store is operated by Suburban Express Inc
PO Box 220, Paxton, IL 60957