

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

MARCUS RUSHING,  
  
Plaintiff,  
  
v.  
  
MCGAW MEDICAL CENTER OF  
NORTHWESTERN UNIVERSITY  
  
v.  
  
SCOTT WARNER  
  
v.  
  
HENDERSON BANKS  
  
v.  
  
HENDERSON BANKS LAW, LLC  
  
Defendants,

Case No. 2024 L 004444  
  
Plaintiff Demands a Trial by Jury

COMPLAINT AT LAW

NOW COMES the Plaintiff, Marcus Rushing (hereinafter referred to as “Plaintiff”),  
represented Pro Se, hereby alleges and states as follows:

FACTS COMMON TO ALL PLEAS

1. The Plaintiff is a Black Male.
2. Hereinafter, the McGaw Medical Center of Northwestern University is referred to as “Defendant McGAW”.
3. Hereinafter, Attorney Henderson Banks of Henderson Banks Law, LLC is referred to as “Defendant BANKS”.
4. Hereinafter, Attorney Scott Warner of Husch Blackwell, LLP is referred to as “Defendant WARNER”.
5. The Plaintiff was employed as a Resident Physician with Defendant McGAW from around July of

2016 until he was constructively discharged in Feb of 2018 for severe race-based harassment and retaliation for opposing discrimination **[EXHIBITS A-D]**

6. The Plaintiff felt pressured into signing a settlement agreement when the Defendant McGAW placed the Plaintiff under significant financial and emotional duress by interfering with alternate employment opportunities, obstructing receipt of unemployment benefits, interfering with medical licensure and threatening to propagate a false patient complaint.

7. Shortly after receiving a settlement agreement from Defendant McGAW, the Plaintiff was listed as a respondent in a civil tribunal in Illinois.

8. Defendant McGAW would then reach out to several attorneys that were involved in the aforementioned tribunal **[EXHIBITS E-F]**

9. During the same time, Defendant McGAW reached out to the Plaintiff to get the Plaintiff to Quash a Subpoena to Defendant McGAW.

10. Because the Plaintiff perceived McGAW's involvement in the tribunal as an attempt to negatively influence the tribunal against the Plaintiff, the Plaintiff engaged in protected activity and filed an EEOC against Defendant McGAW on or around Jan 10, of 2023.

12. Shortly thereafter, the Defendant McGAW filed into the aforementioned tribunal.

13. Around the same time, Defendant McGAW reached out to the Plaintiff's employer, where he served as Medical Director, requesting that the Plaintiff sign a waiver exonerating Defendant McGAW from any claims of defamation, discrimination, or retaliation **[EXHIBIT G]**.

14. When the Plaintiff refused to sign a waiver exonerating Defendant McGAW, he was terminated from his position as Medical Director.

### **COUNT I**

(Plaintiff v. Defendants McGAW, WARNER, and BANKS)

**(Fraudulent Inducement; Fraudulent Misrepresentation; Fraudulent Concealment; Material Misrepresentation; Conspiracy against civil rights in violation of 815 ILCS 505/2, 820 ILCS 96/1-30, 735 ILCS 5/13-215, 720 ILCS 5/8-2.1, the Illinois Human Rights Act, and other Illinois State Laws)**

15. Plaintiff re-states and incorporates, as if fully rewritten, every statement contained in the preceding paragraphs.

16. The Plaintiff entered into a settlement agreement with the Defendant McGAW on or around November of 2018.

17. At the time that the Plaintiff entered into the settlement agreement, he was represented by Defendant BANKS.

18. On or around March of 2022 Defendant McGAW was subpoenaed in a civil tribunal where the Plaintiff was a Respondent.

19. On or around April of 2022 Defendant WARNER e-mailed Defendant BANKS requesting that he reach out to Plaintiff to Quash a subpoena to Defendant McGAW.

20. The Plaintiff had concerns regarding the request to Quash the subpoena because the request seemed incommensurate with the Settlement Agreement that the Plaintiff was aware of, which stated in part that disclosures were permitted if "...required by...law" and by a "...lawful subpoena or court order".

21. The Plaintiff had concerns regarding Defendant McGAW's e-mailed request to Defendant BANKS because it listed inaccurate information when it stated, "It appears...that you [DEF BANKS] are representing Marcus Rushing in the above matter...", when DEF BANKS was not in fact representing any party in the aforementioned tribunal at that point in time.

22. The Plaintiff had concerns regarding Defendant McGAW's e-mailed request to Defendant BANKS because the Plaintiff did not feel that he [the Plaintiff] had the authority to Quash a subpoena response that he had not issued.

23. The Plaintiff felt pressured to comply with Defendant McGAW's request because Defendant McGAW had engaged in coercion and had placed Plaintiff in duress in the past.

24. Because the Plaintiff felt pressured, he initially complied with this request.

25. However, during a hearing on Nov 9, 2022, the Plaintiff withdrew his Motion to Quash the subpoena to Defendant McGAW.

26. After the Plaintiff withdrew his Motion to Quash the subpoena to Defendant McGaw, the presiding judge, an alumnus of Northwestern University, re-adjudicated a motion in the civil matter that had already been adjudicated by a previous Judge in the same civil tribunal.

A. The re-adjudicated Motion was for a "Verified Five Count Petition for Child Support, Temporary Maintenance Contribution Towards Household Expenses, Exclusive Possession of Marital Residence and Possession of [vehicle]" that was filed on Oct 24, 2019, and adjudicated by a different Judge on Oct 25, 2019.

B. Prior to the Nov 9, 2022 hearing, the Plaintiff had received no notice that the aforementioned Motion would be heard and re-adjudicated at the Nov 9, 2022 hearing.

C. Prior to the Nov 9, 2022 hearing the Plaintiff had been paying timely support and had even paid advanced support that had not yet been accredited.

27. Some time after the Nov 9, 2022 hearing, Defendant WARNER reached out to the Plaintiff and asked if the Plaintiff would be withdrawing his Motion to Quash.

A. The aforementioned request made the Plaintiff feel that the events of the Nov 9<sup>th</sup> hearing were associated with a withdrawal of the Plaintiff's Motion to Quash.

28. On or around Dec 1, 2022, the opposing counsel e-mails the Order from the Nov 9<sup>th</sup>, 2022 Hearing to Defendant WARNER.

29. The Plaintiff would receive the Nov 9<sup>th</sup> 2022 Order after Defendant WARNER received the Order, even though Defendant WARNER and Defendant McGAW were not parties in the civil tribunal at that point in time.

A. The aforementioned observation made the Plaintiff feel that something was wrong.

30. On the same day that the Plaintiff received the Nov 9, 2022 Order that included a re-adjudicated Motion, the Plaintiff filed a Motion to Oppose its entry.

A. The Plaintiff's Motion to Oppose entry was rejected without explanation.

31. The Order from the Nov 9, 2022 hearing stated that Defendant McGAW had 21 days (Nov 30, 2022) to comply with the subpoena response.

32. At the time that the Plaintiff received the Order, some 25 days later, on or around Dec 1, 2022, the subpoena response was already past due (due date of Nov 30, 2022).

33. On or around Dec 14, of 2022, Defendant WARNER e-mailed the Plaintiff stating that he would be disclosing a redacted version of a settlement agreement to the Court.

34. On Dec 14, 2022, Defendant WARNER e-mailed the respondent stating the following:

“Dear Dr. Rushing, In light of the order that has been entered...I'd like to propose that you agree to the production of the limited documentation reflected in the second attachment, which [opposing counsel in the civil tribunal] has indicated would be acceptable”

35. The Plaintiff declined to agree to a redacted version of the Settlement Agreement.

36. After the Plaintiff declined to agree to a redacted version of the Settlement Agreement, Defendant WARNER stated that he would communicate a redacted version of the Settlement Agreement above the Plaintiff's objection.

37. Defendant WARNER also stated that he would include items in the redacted version of the settlement agreement that were not a part of any settlement agreement that the Plaintiff had received.

38. By reason of the aforementioned, the Plaintiff had reason to believe that Defendant McGAW had in its possession a Settlement Agreement with contents that were materially different than the one that the Plaintiff had agreed to.

39. Defendant WARNER reached out to the opposing counsel to see if they would agree to an Order limiting the production of the Settlement Agreement and the Plaintiff objected.

40. On the same day, Dec 14, 2022, the opposing counsel in the civil tribunal, whom Defendant WARNER had previously reached out to regarding limited production of the Agreement, e-mailed the Plaintiff an Order an alleged Dec 14, 2022 Hearing.

A. The Plaintiff had not received any formal notice of a Dec 14, 2022 Hearing.

B. The next hearing date per the Nov 9, 2022 Hearing was for March 3, 2023.

C. At that point in time, a Hearing Date for Dec 14, 2022 was not in fact on any public docket

D. When the Plaintiff requested confirmation of a Dec 14, 2022 Hearing from the Clerk of

the Judge presiding the case, the Plaintiff received no confirmation.

- E. Of note, unlike the Nov 9, 2022 Order, the Dec 14, 2022 Order, was unsigned and omitted any reference to Defendant McGAW responding to a subpoena.
- F. Notably, the unsigned [by the presiding Judge] Dec 14, 2022 Order referenced a Uniform Order of Support that was based on the re-adjudicated Motion for Temporary Support from the Nov 9, 2022 Hearing.

41. The opposing counsel would then e-mail the Uniform Order of support, associated with the unsigned Dec 14, 2022 Order, that was conceived after the Plaintiff withdrew his Motion to Quash at the Nov 9, 2022 Hearing, to a generic e-mail for the Plaintiff's employer, such that many third-parties with access to that e-mail, would be able to see its contents.

42. The Plaintiff then reported the opposing counsel to the IARDC [**see EXHIBIT I**]

43. Because each of the aforementioned actions appeared to be associated with a subpoena to Defendant McGAW regarding a settlement agreement, the Plaintiff had reason to suspect that Defendant McGAW was concealing something regarding the settlement agreement.

44. Thereafter, the Plaintiff then went to review the documents that the Plaintiff agreed to have in the Settlement Agreement [**see Exhibit H**]

45. Then the Plaintiff went to review correspondence between him and his counsel, Defendant BANKS, regarding the settlement agreement.

46. An e-mail from Defendant BANKS from Nov 5<sup>th</sup> of 2018 stated the following:  
 "Marcus, Please look over these Exhibits and let me know if everything looks fine. I am confirming with Scott [WARNER] that the letters will be added to the letterhead before signing the agreement" [**see EXHIBIT J**]

47. The agreed upon Exhibits in that e-mail were entitled "Exhibit A through G" [**see EXHIBIT K**]

48. The Plaintiff would later discover that the Settlement Agreement contained Exhibits that he was not aware of.

- A. The additional Exhibits contained defamatory performance evaluations that were conceived by the Defendant when he opposed discrimination while employed at McGAW
- B. The evolution and generation of the false performance evaluations are described in **EXHIBIT B**.
- C. The Defendant did not agree to include false and defamatory performance evaluations that were conceived when he opposed discrimination into any settlement agreement.
- D. Both Defendant BANKS and Defendant WARNER either knew or should have known that the Plaintiff would not have agreed to include items conceived in retaliation in any settlement agreement.

49. The Plaintiff hoped to communicate his concerns and his findings to the Honorable Judge that was presiding over the case at the next hearing date, which was scheduled for March 3<sup>rd</sup> of 2023.

50. However, on Feb 2<sup>nd</sup> of 2022, Defendant WARNER filed into the civil tribunal on behalf of Defendant McGAW and requested an Order of Protection such that Defendant McGAW did not

have to disclose any portion of the Settlement Agreement [**EXHIBIT I**]

51. Five days later, the presiding Judge, who was also an alumnus of Northwestern University, granted entry of an Order of Protection for the McGaw Medical Center of Northwestern University.

52. The Plaintiff objected to the entry of the Order of Protection and asked the Judge to recuse Himself [**EXHIBIT I**]

53. Because of the aforementioned, the Plaintiff had reason to believe that Defendant McGaw attempted to evade a subpoena response to conceal discovery of a fraudulent settlement agreement that was both materially different than the one that the Plaintiff had agreed to.

54. Because of the aforementioned, the Plaintiff had reason to believe that Defendant Warner asked Defendant BANKS to get the Plaintiff to Quash the Subpoena to McGAW because both Defendant WARNER and Defendant BANKS were aware of a fraudulently conceived Settlement Agreement.

55. Because of the aforementioned, the Plaintiff had reason to believe that both Defendant WARNER and Defendant BANKS wanted to conceal discovery of a Settlement Agreement that was different than the one that the Plaintiff had agreed to.

56. By reason of the aforementioned, the Plaintiff believed that Defendant BANKS breached his fiduciary duty to the Plaintiff by not objecting to any agreement that included false and defamatory performance evaluations that were conceived after the Plaintiff opposed discrimination.

A. By reason of the aforementioned in the preceding paragraphs, the McGaw Medical Center of Northwestern University, as an institution, by and through its actual agents, apparent agents, and/or employees, engaged in Fraudulent Inducement, Fraudulent Misrepresentation, Fraudulent Concealment, Material Misrepresentation, and Conspiracy against civil rights

57. The Plaintiff reported his concerns regarding Defendant BANKS and Defendant WARNER to the IARDC in January of 2023.

58. Because of the aforementioned, the Plaintiff filed an EEOC complaint against Defendant McGAW on or around January 10<sup>th</sup> of 2023.

59. The Plaintiff filed a Judicial Inquiry Board Complaint against the Judge on or around February of 2023.

## **COUNT II**

(Plaintiff v. Defendant McGAW)

**(Breach of Contract and Settlement Agreement; Partial Performance of a Contract and Settlement Agreement; Coercion; Duress)**

60. The Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.

61. Defendant McGAW partially performed the settlement agreement when it remitted payment to

the Plaintiff.

62. Defendant McGAW breached the settlement agreement when it engaged in fraudulent inducement, fraudulent misrepresentation, and material misrepresentation as described in paragraphs 15 – 59 above.

63. Defendant McGAW breached the settlement agreement when it included items in a Settlement Agreement that one party was not aware of.

A. On Dec 14, 2022, Defendant WARNER communicated that he would submit content to the court that was never a part of any settlement agreement that the Plaintiff was aware of.

B. On or around March of 2023, Defendant McGAW communicated a waiver that was never a part of any settlement agreement that the Plaintiff was aware of, to the Plaintiff's employer.

64. Defendant McGAW breached the settlement agreement when it was conceived under significant duress.

A. Defendant McGAW placed the Plaintiff in significant duress in the following ways:

i. By threatening to propagate a false patient complaint if the Plaintiff did not settle.

ii. By threatening to propagate defamatory performance evaluations if the plaintiff did not settle.

iii. By communicating both a false patient complaint and defamatory performance evaluations to the IDFPR prior to any settlement agreement was entered.

iv. By communicating that the Plaintiff was under investigation for a false patient complaint to his peers and professional colleagues.

v. By tortiously interfering with the Plaintiffs ability to horizontally transfer to alternate Family Medicine Residency Programs both inside the State of Illinois and outside of Illinois, such that he could continue with his Family Medicine Program uninterrupted without a gap in employment.

vi. By canceling and refusing to transfer the Plaintiffs Illinois Trainee medical license to Adventist Family Medicine Program in Hinsdale, IL

vii. By tortiously interfering with the Plaintiffs business relationship with Adventist Family Medicine Program in Hinsdale, IL (now Amita Health)

viii. By interfering with the Plaintiffs unemployment benefits, when the Plaintiff was the sole breadwinner for a household of 6.

ix. By placing the Defendant in significant legal duress in the following ways:

a) By incentivizing the Plaintiff's legal counsel not to litigate when the Plaintiff had retained his legal counsel for the sole purpose of litigating.

b) By taking advantage of the procedural delay that is inherent when federal, state and municipal agencies process a complaint of discrimination & retaliation, when the pace of an agency's processing of complaints provides occasion for a Defendant to continue to retaliate, and when an agency's processing of complaints provides little to no temporary financial or other immediate equitable relief.

65. By reason of the aforementioned, the Plaintiff felt that he had no other choice but to enter into a settlement agreement with Defendant McGAW.

66. The Plaintiff maintains that he would not have otherwise entered into an agreement if it were not for the conduct described above that the Plaintiff believed was attributable to coercion, duress,

and fraud.

67. Further, the Plaintiff believes that the settlement agreement is nullified and invalid because it contains ambiguous language that precludes enforcement.

68. The Plaintiff believes that the settlement agreement is nullified and invalid because it contains ambiguous language that appears to violate Illinois statutes.

69. The Plaintiff believes that the settlement agreement is nullified and invalid because it contains ambiguous language that suggests that the settlement agreement is barring future causes of actions by Defendant McGAW and its actual or apparent agents; which is unenforceable.

70. The Plaintiff believes that the settlement agreement is nullified and invalid because it contains ambiguous language that appears to suggest that the Plaintiff is waiving some of his Constitutional Rights.

71. Finally, the Plaintiff believes that the settlement agreement is rendered nullified and invalid because its conception and execution were influenced by conduct that the Plaintiff believed to be fraudulent, tortious, and collusive.

### **COUNT III**

(Plaintiff v. Defendant McGaw)  
**(Tortuous Interference)**

72. Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.

73. The Plaintiff had a valid business relationship with Independence Health Employer Services **[EXHIBIT F]**

74. Independence Health Employer Services is a consortium between Wood County Hospital and The Toledo Clinic.

75. The Plaintiff served as the Medical Director for Independence Health Employer Services.

76. The Defendant McGAW had knowledge of the business relationship between the Plaintiff and his employer.

77. The Defendant McGAW intentionally interfered with the business relationship between the Plaintiff and his employer by requiring that the Plaintiff sign a Waiver exonerating McGAW, otherwise it would not release employment records that were allegedly needed for employment.

78. The Plaintiff believed this request to be suspicious because Defendant McGAW first initiated this proposition.

79. The Plaintiff believed this request to be suspicious because the Plaintiff was already credentialed and employed at the time in which Defendant McGaw reached out to the Plaintiff.

80. The Plaintiff believed the Waiver request to be suspicious because it was not included in any Exhibit that the Plaintiff was aware of.



81. The Plaintiff believed the Waiver request to be suspicious because it was incommensurate with Defendant McGAW's own policy.

82. The Plaintiff believed the Waiver request to be suspicious because no such Waiver requirement existed in Wood County Hospital's own policy.

83. The Plaintiff believed the Waiver request to be suspicious because the employment records associated with the request were associated with employment records while the Plaintiff was in a Family Medicine Residency Program, when the Plaintiff, at the point in time at which the Waiver was received, was Board Certified in the entirely different medical specialty of Occupational and Environmental Medicine, and when the Plaintiff had successfully completed a residency program in Occupational Medicine, and when the Plaintiff was able to fully render services under the employment contract between he and the employer, without requiring any formalization of any Family Medicine experience.

84. The Plaintiff believed the Waiver request to be suspicious because the Plaintiff felt that he was being coerced to sign an Agreement that disproportionately favored the Defendant.

85. The Plaintiff believed the Waiver request to be suspicious because it created duress surrounding the Plaintiff's request to generate income for himself and his family.

86. The Plaintiff believed the Waiver request to be suspicious because it felt similar to the coercion and duress regarding generation of income that the Plaintiff experienced when he was already employed at Adventist Hinsdale Family Medicine Residency Program (now Amita Health), but he felt coerced to enter into an Agreement with McGAW.

87. In the aforementioned case, the Plaintiff believed the coercive proposition to be: sign the Settlement Agreement and you will get your medical license, such that you can continue your career in medicine.

88. The Plaintiff believed that, in the same way that the Plaintiff was fully eligible for work for Adventist Hinsdale Family Medicine, but was propositioned to enter into an agreement that favored Defendant McGAW, the Plaintiff was similarly fully eligible for work for his Medical Directorship, but was propositioned to enter into an agreement that appeared to disproportionately favor Defendant McGAW.

89. The Plaintiff believed that coercion and duress was at play, because fulfilling his contractual obligations in both situations did not require that he enter into any agreement with Defendant McGAW.

90. The Plaintiff believed the Waiver request to be suspicious because it included exoneration language for several future causes of action.

91. The Plaintiff was terminated from his employer after he refused to sign the Waiver exonerating Defendant McGAW.

92. The Plaintiff believed that the Waiver request was suspicious because it occurred after the Plaintiff filed an EEOC complaint against Defendant McGAW.

93. The Plaintiff believed the Waiver request to be suspicious because to the Plaintiff's knowledge, the Defendant McGAW never communicated any such request to any previous employer.

94. The Plaintiff believed the Waiver request to be suspicious because he was not aware of any such Waiver Request being sent to any previous employer prior to filing an EEOC complaint against Defendant McGAW.

95. The Plaintiff was unable to secure employment in his field after the Plaintiff was terminated.

96. The Plaintiff has had a gap in employment in his medical specialty because of the aforementioned.

97. The Plaintiff suffered significant emotional distress, reputational harm and loss of professional consortium as a result of the aforementioned.

98. By reason of the aforementioned, the McGaw Medical Center of Northwestern University, as an institution, by and through its actual agents, apparent agents, and/or employees, engaged in tortious interference with a business relationship between the Plaintiff and Independence Health Employer Services.

#### **COUNT IV**

(Plaintiff v. Defendant McGAW)

#### **(Tortuous Interference)**

99. Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.

100. The Plaintiff experienced severe and pervasive race-based discrimination after he opposed discrimination at the McGAW Medical Center of Northwestern University.

101. Explicit references to the Plaintiff's race were and still is present in his performance evaluations.

102. Defendant McGAW instigated a false patient complaint against the Plaintiff in retaliation for the Plaintiff opposing discrimination and retaliation.

103. Defendant McGAW involuntarily placed the Plaintiff on an administrative leave.

104. Defendant McGAW communicated to staff and his peers that the Plaintiff was under investigation for a false patient complaint.

105. The Plaintiff sought to transfer to an alternate institution to oppose discrimination.

106. The Plaintiff was verbally informed that he could transfer to an alternate institution within the McGAW Medical Center of Northwestern University.

107. Defendant McGAW would later rescind this verbal offer to transfer internally.

108. The Plaintiff then applied for several open PGY-2 positions that would allow a direct transfer

with no gap in employment.

109. The Plaintiff received an offer of employment to a PGY-2 institution outside of the state of Illinois.

110. The alternate training program would later rescind their offer of employment.

111. Defendant McGaw was aware of each program that the Plaintiff attempted to transfer to because each program needed recommendations from McGaw.

112. The Plaintiff had stellar recommendations from several faculty members at McGAW prior to entering into any Settlement Agreement.

113. The Plaintiff had stellar recommendations from several faculty members at McGAW prior to the Plaintiff opposing discrimination and retaliation.

114. The Plaintiff was constructively discharged from the McGaw Medical Center of Northwestern University in Feb of 2018 at the end of his PGY-2 year.

115. The Plaintiff obtained a contract with Adventist Hinsdale Family Medicine to restart the PGY-2 year anew.

116. Defendant McGaw had knowledge that the Plaintiff had obtained a PGY-2 position at Adventist Hinsdale Family Medicine.

117. Upon being constructively discharged, Def. McGaw canceled the Plaintiff's IL trainee medical license.

A. A trainee medical license would have met the necessary requirements to continue training at Adventist Hinsdale Family Medicine.

118. Adventist Hinsdale requested that the Plaintiff apply for a fully unrestricted medical license in Illinois.

119. The Plaintiff met the qualifications for a fully unrestricted medical license in Illinois.

120. The Plaintiff applied for a fully unrestricted medical license in Illinois.

121. Defendant McGAW communicated false and defamatory contents that were conceived when the Plaintiff opposed discrimination and retaliation to the Illinois Department of Professional and Financial Responsibility.

122. The Illinois Dept of Prof and Financial Responsibility rejected the Plaintiff's application for licensure without any explanation.

123. The Plaintiff's employment contract for Adventist Hinsdale Family Medicine was then rescinded.

124. By reason of the aforementioned, the Plaintiff had to apply to match in a completely different field of medicine, in another state, and start anew.

125. The Plaintiff suffered significant emotional distress, reputational harm and loss of professional consortium as a result of the aforementioned.

126. By reason of the aforementioned in preceding paragraphs, the McGaw Medical Center of Northwestern University, as an institution, by and through its actual agents, apparent agents, and/or employees, engaged in tortious interference with several business relationships between the Plaintiff and prospective employers.

**COUNT V**

(Plaintiff v. Defendant McGaw)

**(Defamation Per Se)**

127. Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.

128. Defendant McGAW had access to a False Patient complaint that was conceived after the Plaintiff opposed discrimination & retaliation.

A. The Defamatory allegations regarding the False Patient Complaint was of a Criminal Nature.

129. Defendant McGAW had access to False and Defamatory Performance evaluations that were conceived after the Plaintiff opposed discrimination & retaliation.

A. The Defamatory content that Defendant McGAW had in its possession included:

(1) a false patient complaint that was conceived, instigated, and propagated after the Plaintiff opposed discrimination.

(2) false and disparaging character assassination regarding the Plaintiff being “resistant to feedback” that was conceived, instigated, and propagated after the Plaintiff opposed discrimination.

(3) disparaging subjective performance evaluations that explicitly reference Plaintiff’s race that were conceived, instigated, and propagated after the Plaintiff opposed discrimination.

(4) disparaging subjective performance evaluations that were in stark contrast to one or more of the following:

(i) subjective performance evaluation received prior to the Plaintiff opposing discrimination

(ii) objective/standardized evaluations of performance that the Plaintiff received throughout his employment.

(iii) Of note, the Plaintiff had a stellar career trajectory, exceptional marks of professionalism, and proven scholastic aptitude prior to and after employment with Defendant McGaw.

130. Defendant McGAW had access to defamatory allegations that were present in a civil tribunal, when they filed into the aforementioned Civil Tribunal as an interested Party.

A. The Defamatory allegations in the Civil Tribunal were of a criminal nature.

131. The Plaintiff has reason to believe that the McGAW Medical Center of Northwestern University communicated defamatory content to several third-party entities.

132. Defendant McGAW communicated or attempted to communicate employment records that listed defamatory content and content arising out of retaliation to the Plaintiff’s employer, where he

served as Medical Director.

A. The Plaintiff believes that the Defendant used coercion to get the Plaintiff to sign a Waiver exonerating McGaw because it had already communicated defamatory content to his former employer.

B. Specifically, the Waiver read:

“I hereby release and forever discharge McGaw including its corporate members, directors, officers, employees, agents, faculty, representatives, affiliates, partners, program directors, assistant program directors from any and all liability whatsoever relating to the release of the information and documents described above including, but not limited to, contract claims, court claims, defamation claims, discrimination claims (including, but not limited to, claims based on age, sex, national origin, sexual orientation, religion, race, ancestry, color, disability, harassment, retaliation, and other legally protected category or characteristic) and/or any other claims whatsoever. This release includes a waiver of all unknown claims. I, Marcus Dewayne Rushing, hereby voluntarily enter into this authorization and release, with full knowledge of its legal significance, this \_\_\_\_ day of \_\_\_\_, 20\_\_ Signature.”

133. Defendant McGaw communicated employment records that listed defamatory content and content arising out of retaliation to the Medical Unit of the Illinois Department of Financial and Professional Regulation.

A. The Plaintiff believes that the aforementioned caused the IDFPD to cancel an application for Medical Licensure.

134. The Plaintiff has reason to believe that the McGaw Medical Center of Northwestern University communicated defamatory content to the several prospective employers.

A. The Plaintiff believes that receipt of defamatory content may have contributed to rescission of several verbal and contractual agreements.

135. The Plaintiff has reason to believe that the McGaw Medical Center of Northwestern University communicated defamatory content to the Plaintiff's peers, professional colleagues, and several organizations in which the Plaintiff had membership.

A. The Plaintiff's peers and professional consortium ceased contact with the Plaintiff.

B. The aforementioned led to significant loss of consortium, emotional distress, altered career trajectory, and professional isolation.

136. When the Plaintiff noticed a false online physician profile, that the Plaintiff had not consented to, and that listed Defendant McGaw's contact information, the Plaintiff had reason to believe that McGAW was using this website to solicit additional patient complaints regarding the Plaintiff.

137. Even to this day, there exist several unauthorized physician profiles regarding the Plaintiff [EXHIBIT M].

138. Each of the online profiles contain the contact information from former employers that Defendant McGAW had reached out to.

139. Many of the online profiles contain sections regarding patient evaluation and feedback.

140. Despite stellar credentials, the Plaintiff has been unable to secure employment in his current

field since being wrongfully terminated in June of 2023 from an employer that Defendant BANKS, Defendant WARNER, and Defendant McGAW had contact with.

141. By reason of the aforementioned in preceding paragraphs, the McGaw Medical Center of Northwestern University, as an institution, by and through its actual agents, apparent agents, and/or employees, engaged in Defamation Per Se.

## **COUNT VI**

(Plaintiff v. Defendant McGAW)

**(Unlawful Employment Activities including Race-based Discrimination, Retaliation, Harassment, Interference, and Intimidation in violation of Section 2-102(A), Section 2-101(E-1), and Section 6-101(A) of the Illinois Human Rights Act; Conspiracy against civil rights in violation of 720 ICS 5/8-2.1, and other Illinois and Federal Statutes)**

### **I. (Interference, Intimidation, Conspiracy against Civil Rights, and Collusion)**

142. The Defendant McGaw interfered with two tribunals in Illinois, a civil matter that was consolidated into a Chancery matter, where the Plaintiff was listed as a Respondent.

143. Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.

144. Shortly after being constructively discharged from McGaw, the Plaintiff attempted to continue his career in Illinois.

145. When this opportunity was rescinded the Plaintiff had no choice but to apply for residency in a different specialty in a different state.

146. Upon starting residency anew in a different state the Plaintiff was listed as a respondent in civil matter in Illinois.

147. A trial date was originally set for Nov of 2021.

148. This trial date was stricken without prior notice to the Plaintiff.

149. A previous Judge who was originally presiding over the case was removed and a Judge, who as alumnus of Northwestern University, was selected to preside in his stead.

150. Another attorney and alumnus from Northwestern University was appointed to serve as GAL over the Plaintiff's marital children, by Court Order from the Judge who was an alumnus of Northwestern University.

151. Shortly thereafter a foreclosure case was consolidated into the civil tribunal without sufficient notice and above the Plaintiff's objection.

152. Shortly, thereafter Defendant McGaw was subpoenaed by the opposing party.

153. McGaw evades response to the subpoena and files into the case as described in preceding paragraphs above.

A. Four attorneys were reported to the IARDC for their involvement in McGAW's

interference into the Tribunal.

B. The Plaintiff communicated to the presiding judge that the attorneys had been reported to the IARDC.

C. The presiding judge allowed one of those attorneys, Defendant WARNER, to file into the civil tribunal.

D. The presiding judge granted one of those attorneys, Defendant BANKS, a verdict of \$16,000.00.

E. A default judgement with a total value of several times the amount of any settlement that the Plaintiff had received, was entered against the Plaintiff.

F. The Plaintiff was not allowed to fully participate in the tribunal due to intimidation and fraud, as described in several reports to the Office of the Inspector General for Cook County Courts.

154. Between November of 2022 and May of 2023, the Plaintiff is prevented from participating in the tribunal when the following occurs:

A. Various court dates were communicated to other parties, but not communicated to the Plaintiff.

B. Several Unsigned Orders with Court Dates that were not in the docket were communicated to the Plaintiff.

C. Notices and open court documents were served to Plaintiff's place of employment, rather than his requested service address.

D. Over 70 counts of fraud, procedural bias, and ex parte communication were reported to the Office of the Inspector General for Cook County Courts.

155. Altogether, the tribunal lasted from the time shortly after the Plaintiff received a settlement agreement from McGAW, and was extended some 5 years later when he was issued a Default Judgement, and was wrongfully terminated:

A. At that point in time, the Plaintiff had completed a new residency program in another specialty, had entered the workforce, had obtained Board Certification, and had secured a Medical Directorship.

B. The aforementioned tribunal was prolonged for almost 5 years due to the propagation of false and defamatory allegation regarding a settlement agreement from Defendant McGAW.

156. Two independent law firms informed the Plaintiff that many indiscretions occurred in the civil matter because "this side of the Court does not like whistleblowers".

157. Shortly after the Default Judgement was entered, the Plaintiff was terminated from his position from his employer.

158. Shortly thereafter, the EEOC issued a Right to Sue McGaw, with an expiration date around Sept of 2023.

159. The Plaintiff searched for both an appeals attorney and an attorney to litigate against Defendant McGAW in Court.

160. The Plaintiff retained LAW Firm 1 to litigate against both McGAW and his former Employer.

161. Around the same time, an attorney, Darrel Dunham, reached out to the Plaintiff expressing interest in representing the Plaintiff for his interest in filing an Appeal.

162. Attorney Dunham solicited information and received evidence pertinent to McGAW's involvement in the aforementioned civil tribunal, stating that he was considering representing the Plaintiff in all matters.

163. Attorney Dunham stated that he had a phone conversation with Defendant BANKS.

164. Attorney Dunham stated that he had a phone conversation with Counsel from Defendant's previous employer, Unity Point Health.

165. Attorney Dunham inquired about who the Plaintiff's counsel was in the McGaw EEOC matter.

166. The Plaintiff informed Attorney Dunham that he was being represented by Law Firm 1.

167. Attorney Dunham asked the Plaintiff to communicate a message to Law Firm 1.

168. Upon communicating a message to Law Firm 1, Law Firm 1, then stated that they were no longer interested in representing the Plaintiff against Defendant McGaw.

169. Around this time there was approximately 1-2 weeks left before the Right to Sue Defendant McGAW Expired.

170. The Plaintiff then inquired if Darrel Dunham would agree to take the case against McGaw, but he did not respond.

171. Around that time, the Presiding Judge over the civil case, being aware that the Plaintiff was unemployed, the following occurred:

A. The civil case was converted into a criminal matter when the Judge enacted a Body Attachment Order against the Plaintiff for a false allegation of past due child support.

B. This allegation stemmed from the fraudulent Uniform Order of Support that was conceived after the Plaintiff declined to Quash the Subpoena to Defendant McGAW.

C. The Plaintiff submitted all supporting proofs of payment to Attorney Dunham.

D. However, Attorney Dunham communicated all proofs remitted to him directly to the Judge, without prior knowledge or consent by the Plaintiff.

E. Attorney Dunham refused to make a record of the proofs of payments by filing them as Exhibits into the Court.

F. Attorney Dunham would later communicate to the Plaintiff that the presiding Judge had concerns that the Plaintiff would file an appeal.

G. Because of the aforementioned, the Plaintiff reported his concerns to the Department of Justice.

172. With only two weeks remaining before the Right to Sue expired, the Plaintiff desperately searched for another attorney to litigate against McGaw and his former employer.

173. The Plaintiff received over 50 rejections from several law firms.

174. Finally, Law Firm 2, agrees to litigate against both Defendant McGaw and the Plaintiff's former employer.

175. Meanwhile, the Presiding Judge declines a hearing for Motion to Vacate Orders from the



Default Hearing and instead issues a Hearing for a Body Attachment against the Plaintiff.

176. The Plaintiff administers the Right to Sue to Law Firm 2.

177. During a phone call where the Plaintiff and Attorney Dunham is preparing for the Hearing for the Body Attachment, the Plaintiff informs Attorney Dunham that he has obtained counsel for the McGaw EEOC matter.

178. In response to the aforementioned, Attorney Dunham states, "That, I needed to know that [that the Plaintiff had obtained counsel]" and hangs up the phone with the Plaintiff.

A. At some time thereafter, the Plaintiff experienced significant chest pain, proceeded to Urgent Care, and was informed by his Medical Provider that he was having a Heart Attack.

B. The Plaintiff was rushed to the Hospital via ambulance.

C. The Plaintiff communicated this incident, along with medical records, as they were occurring, to Attorney Dunham.

D. Attorney Dunham would later question the validity of this very adverse health event.

E. Attorney Dunham would later indicate that the presiding Judge questioned the validity of this very adverse health event.

F. Attorney Dunham would later communicate those health records and other privileged materials that the Plaintiff confidentially communicated to Dunham, directly to Defendant Warner.

G. Attorney Dunham also communicated the Plaintiff's physical address directly to Defendant Warner, over the Plaintiff's objection to do so.

H. The significance of the aforementioned is that the Plaintiff had previously communicated to Dunham that he was fearful of Defendant McGAW knowing his whereabouts, because of a threat that he had received after he opposed discrimination and retaliation.

I. The threat read:

**"I know that a big part of your character is seeking truth, and it may feel disingenuous to endorse anything that you disagree with. But it will bite you in the ass if you don't learn to concede to the group, even if they are wrong. You can be completely right, and it won't matter if people have already turned against you. It is a dangerous world for a Black man, and you can't afford to make it more dangerous for yourself by being unable to let things go."**

J. Shortly thereafter, the Plaintiff asked Attorney Dunham to withdraw.

K. The Plaintiff then reported Attorney Dunham to the IARDC.

L. The Plaintiff believes that Attorney Dunham breached his fiduciary duty towards the Plaintiff when his actions and omissions, while representing the Plaintiff, served to:

- (a) disenfranchise the Plaintiff with respect to his best interests in the civil tribunal.
- (b) disenfranchise the Plaintiff with regard to his right to appeal in the civil tribunal.
- (c) disenfranchise the Plaintiff with regard to real property that was lost during his representation.
- (d) disenfranchise the Plaintiff with respect to his familial consortium.
- (e) disenfranchise the Plaintiff with respect to his right to due process in the civil tribunal.
- (f) disenfranchise the Plaintiff with regard to his legal claims against Defendant

McGAW.

179. At the point in time where Law Firm 2 agreed to litigate against McGAW and Wood County Hospital, they state that they were unable to litigate against McGaw in federal court but intended to litigate against McGaw in State Court.

180. Law Firm 2 files a complaint with the OCRC against McGaw but included the wrong date for the complaint.

181. At some time later, Law Firm 2 concludes the OCRC complaint against Wood County Hospital, without providing a response to Wood County Hospital's response, and before the investigation is complete, stating that they would get any necessary "depositions" when they file in Court.

182. Law Firm 2 stated that they would wait to file against Wood County Hospital, because they wanted to also receive the Right to Sue from Defendant McGAW.

183. The OCRC then rejects the complaint against McGaw, citing the wrong date that Law Firm 2 had input on the OCRC complaint.

184. The Plaintiff then appealed the OCRC's decision internally and externally to the EEOC.

185. Law Firm 2 then receives a Right to Sue the Plaintiff's former employer, Wood County Hospital.

186. The Right to Sue was set to expire in or around March of 2023.

187. An attorney from Law Firm 2 then communicates to the Plaintiff that they would proceed to file against both McGaw and Wood County Hospital, in either State or Federal Court, and that it was up to the Plaintiff's preference.

188. Based on that response, the Plaintiff then inquired that if they had the ability to file suit in State or Federal Court, and had not used any investigation from the OCRC anyway, then why had they not already filed suit against Defendant McGAW, when they already had in their possession the EEOC Right to Sue from McGaw, upon being retained.

189. Members of Law Firm 2 then became unavailable, citing vacation, and acute illness.

190. Law Firm 2 then communicates to the Plaintiff that they were unable to represent the Plaintiff against McGaw or Wood County Hospital.

191. There was less than 2 weeks left before the Right to Sue Wood County Hospital would expire.

192. The Plaintiff would later receive an additional EEOC Right to Sue Letter from the EEOC.

193. This aforementioned placed the Plaintiff in significant duress.

194. Upon withdrawing as the Plaintiff's counsel, Law Firm 2, without the Plaintiff's knowledge or consent, then initiated a new OCRC complaint against McGAW.

195. Because the Plaintiff had already expressed concerns to Law Firm 2 about the potential for harm that could occur to the Plaintiff due to a delay in justice, the Plaintiff interpreted Law Firm 2's actions as an attempt to allow additional intentional procedural delay for Defendant McGAW.

196. Collectively, the aforementioned actions and omissions of each of the retained attorneys, that had a fiduciary responsibility to the Plaintiff, in the absence of any changes in material facts to the Plaintiff's EEOC claims, served to significantly disenfranchise the Plaintiff's rights as he pursued his Civil Rights Claims against both McGAW and his former employer.

197. The aforementioned actions and omissions of each of the retained attorneys made the Plaintiff feel concerned that his previous counsel had breached their fiduciary duties owed to the Plaintiff and instead were acting as apparent agents for defendant McGAW.

198. Because of the aforementioned, the Plaintiff had no other choice, but to file suit against McGaw and Wood County Hospital as a Pro Se Litigant.

199. By reason of the aforementioned, the Plaintiff believed that the conduct described in the preceding paragraphs were tortious, fraudulent and collusive.

200. The Plaintiff believes that the aforementioned actions described in the preceding paragraphs violated his Constitutional rights to a fair trial.

201. The Plaintiff believes that the aforementioned actions described in the preceding paragraphs violated his Constitutional rights to due process.

202. The Plaintiff believes that the aforementioned actions described in the preceding paragraphs violated his Constitutionally protected Civil Rights.

203. The Plaintiff believes that the aforementioned actions served to significantly obstruct his right to access justice under the law.

## **II. (Harassment)**

204. The Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.

205. Defendant McGAW, as an institution, by and through its actual agents, apparent agents, and/or employees, engaged in harassment in the ways described in the preceding paragraphs.

206. Defendant McGAW was aware or should have been aware that the actions by Defendant McGAW, its actual agents, and apparent agents, as described above in the preceding paragraphs were unwanted and unwelcomed by the Plaintiff.

207. Defendant McGAW was aware or should have been aware that the actions by Defendant McGAW, its actual agents, and apparent agents, as described above in the preceding paragraphs were unwarranted.

208. The Plaintiff believes that the items described in the preceding paragraphs above would cause a reasonable person to experience emotional distress, especially when the conduct is performed by an

institution that had previously engaged in race-based discrimination, harassment, and retaliation for engaging in federally protected activity.

209. By reason of the aforementioned in preceding paragraphs, the McGaw Medical Center of Northwestern University, as an institution, by and through its actual agents, apparent agents, and/or employees, engaged in Harassment.

### **III. (Retaliation & Race-Based Discrimination)**

210. The Plaintiff re-alleges and incorporates, as if fully rewritten, every allegation contained in the preceding paragraphs.

211. To this date, there are several explicit references to the patient's race in his performance evaluations.

212. The plaintiff has reason to believe that similarly situated employees of a different race were not treated in a manner described in X-X above.

213. The Plaintiff believes that the McGaw engaged in items from X-X but for the cause of retaliation for opposing discrimination and retaliation.

214. The reason that the Plaintiff believes that retaliation was the primary motive is because of a threat that was placed, and is still present in the Plaintiff's performance evaluation while he was employed with Defendant McGAW, which reads:

**“I know that a big part of your character is seeking truth, and it may feel disingenuous to endorse anything that you disagree with. But it will bite you in the ass if you don't learn to concede to the group, even if they are wrong. You can be completely right, and it won't matter if people have already turned against you. It is a dangerous world for a Black man, and you can't afford to make it more dangerous for yourself by being unable to let things go.”**

215. The Plaintiff maintains that an Honorable Court has the authority to put an end to this retaliation once and for all.

216. By reason of the aforementioned in preceding paragraphs, the McGaw Medical Center of Northwestern University, as an institution, by and through its actual agents, apparent agents, and/or employees, engaged in Unlawful Employment Activities including Race-based Discrimination, Retaliation, Harassment, Interference, Intimidation and Conspiracy against Plaintiff's Civil Rights.

WHEREFORE, the Plaintiff, Marcus Rushing, represented pro se, respectfully demands judgement against the Defendant, the McGaw Medical Center of Northwestern University, for the following relief:

1. Rescission of a Settlement Agreement and restoration of both parties to the position prior to the settlement agreement.
2. Equitable Tolling of all Claims herein, where applicable and necessary, on the grounds of recently discovered fraud.
3. A restraining Order preventing Defendant McGAW, its actual agents, and apparent agents from tracking the Plaintiffs whereabouts, including any current or future residence and any