

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

KEVIN COX, as Administrator of the Estate	)	
of ELIZABETH COX,	)	
	)	
Plaintiff,	)	
	)	Case No. _____
v.	)	
	)	<b>JURY TRIAL DEMANDED</b>
WILMETTE PARK DISTRICT, a body	)	
politic, and STEVE WILSON, an individual,	)	
	)	
Defendants.	)	
	)	

**COMPLAINT**

Plaintiff, Kevin Cox as pending Administrator of the Estate of Elizabeth Cox (“Plaintiff” or “Cox”) for the Complaint seeking Damages against Defendants, Wilmette Park District (“Wilmette”) and Steve Wilson (“Wilson”) (collectively, “Defendants”), states as follows:

**NATURE OF ACTION AND RELIEF REQUESTED**

1. Elizabeth Cox (“Elizabeth”) was a courteous and loyal employee of Wilmette for over a decade. Throughout those years, Elizabeth was an example to her fellow employees on how to work hard, diligently, with a strong, positive attitude and with a stellar work ethic. But there were dark forces at work within Wilmette. Elizabeth’s superior, Wilson, was involved in an inappropriate sexual relationship with his subordinate and viewed Elizabeth as a threat and willfully and wantonly subjected to her extreme abusive behavior. Elizabeth was diagnosed with cancer during August, 2022. She took a brief leave to receive treatment and then returned to employment where she continued to work hard each day at Wilmette. Still, she was an example of an ideal employee at Wilmette.
  
2. In or about May, 2023, Defendants forced Elizabeth to resign her employment with Wilmette despite the fact that she was in the middle of courageously fighting cancer.

3. Yet, Defendants were not done with Elizabeth, and their willful and wanton outrageous conduct continued. This included refusing to allow Elizabeth to have access to her earned but unused and unpaid sick time, which would allow Elizabeth to remain on her health insurance while battling cancer for another three months. Despite Wilson having allowed other Wilmette employees (including two employees who were terminated) to utilize unused and unpaid sick time upon leaving their employment at Wilmette, Wilson refused to let Elizabeth do the same. Wilmette did nothing despite handling other former employees' separation from Wilmette markedly different.

4. Because of the emotional distress caused by Defendants, Elizabeth saw professionals and was treated by the Kellogg Cancer Center. On December 18, 2023, Elizabeth passed away. Her Estate now brings this action seeking compensatory and punitive damages of not less than \$5,000,000.

**PARTIES, JURISDICTION AND VENUE**

5. Simultaneously with the filing of this Complaint, Plaintiff is filing an action in Lake County to appoint him the Administrator of the Estate of Elizabeth Cox.

6. Elizabeth, Plaintiff's wife, was employed by Wilmette in Cook County for over 10 years.

7. Wilmette is located in Cook County. Wilson is the Executive Director of Wilmette and served as Elizabeth's supervisor while she was employed by Wilmette.

8. This Court has personal jurisdiction over Defendants pursuant to 735 ILCS 5/2-209 because Wilmette is located in Cook County and Wilson is employed by Wilmette in Cook County, Illinois.

9. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 because Wilmette is located in Cook County and Wilson is employed in Cook County, Illinois.

**FACTUAL BACKGROUND**

10. Elizabeth was employed by Wilmette from November 26, 2012 through May 3, 2023.

11. For over a decade, Elizabeth was an exemplary employee whose employment included five promotions, no disciplinary actions, and multiple merit increases in compensation.

12. Elizabeth was Assistant Manager of Fitness from 2012 to 2016; Manager of Fitness from 2016 to 2017; Manager of Fitness and Risk Manager from 2017 to 2018; Human Resources Manager and Risk Manager from 2018 to 2021; and Superintendent of Human Resources and Risk Management from 2021 to May 2023.

13. Throughout her employment with Wilmette, Elizabeth was a loyal, professional employee whose positive attitude and incredible work ethic were inspirational to her fellow employees at Wilmette.

14. Elizabeth was known as a “fighter” for her employees, insisting on professionalism and performance, holding employees accountable when they did not meet performance requirements, and advocating for them in their various roles at Wilmette.

15. For several years before May 2023, in her role as Superintendent of Human Resources, Elizabeth received many complaints about a personal relationship between Wilson and a much younger direct report of his, Lindsay Thomas (“Lindsay”). Based on these complaints, Elizabeth investigated and kept detailed documentation of her corroboration of this relationship, the time both were away from Wilmette’s offices during work hours, and the corrosive effect on morale among the employees at Wilmette because of this relationship.

16. On or about March 11, 2022, Elizabeth initiated a conversation with Wilson about Lindsay. Elizabeth expressed her concern about Lindsay's lack of credentials for her position at Wilmette, her substandard performance, and her undefined job duties and responsibilities. Additionally, she expressed that morale at Wilmette was being adversely affected because of Wilson and Lindsay's relationship, leading to Elizabeth receiving numerous complaints about Lindsay being permitted to select job duties herself and the amount of time Lindsay and Wilson spent together.

17. Wilson acknowledged these concerns, and Elizabeth informed Wilson that his and Lindsay's long lunches alone and numerous shared happy hours at local bars and restaurants were creating growing concerns with employee morale at Wilmette.

18. Yet, Wilson continued openly flaunting his relationship with Lindsay to Wilmette staff, decreasing staff morale and creating more stress for Elizabeth who had to address these issues.

19. For example, on or about April 29, 2022, Elizabeth was approached by the Wilmette Marketing and Communications Manager that he felt as though Lindsay was spying on the marketing department and reporting back to Steve Wilson. The Marketing and Communications Manager stated that his employees performed well but worried that Wilmette would lose them because of the toxicity of Wilson and Lindsay's relationship.

20. Upon learning about the conversation between Elizabeth and the Marketing and Communications Manager, Wilson became upset and informed Elizabeth that his direct reports should not bring concerns to Elizabeth in Human Resources.

21. On May 17, 2022, Elizabeth met with Wilson to discuss the issue with staff morale and culture at Wilmette. She explained that there was a widespread issue with the culture at Wilmette and Wilson openly communicated that he had no desire to address the issue.

22. During the May 17<sup>th</sup> meeting, Elizabeth informed Wilson that he in particular was behaving in ways that were detrimental to the culture at Wilmette. Specifically, Elizabeth stated that Wilson's failure to timely return staff emails and telephone calls, relationship with Lindsay, as well as his, was detrimental to staff morale and the ability to administer the functions of Wilmette. Wilson reacted with anger and told Elizabeth that he did believe staff morale would improve and expressly stated that he did not care about staff morale.

23. From May to mid-June, Elizabeth continued receiving complaints about Wilson's lack of engagement, failure to respond to his direct reports, and relationship with Lindsay.

24. Seeing no alternative, on June 17, 2022, Elizabeth reached out for assistance on how to address Wilmette employee's concerns with Wilson due to the fact that Wilson was not responsive to Elizabeth and the conversations were unproductive. A confidential meeting was held with a consultant that had previously worked with Wilmette and its employees, including Wilson, to discuss strategies for approaching Wilson.

25. Throughout 2022, Elizabeth suffered the brunt of the consequences caused by Wilson's behavior and relationship with Lindsay, including having Wilmette employees come to her distraught and crying because Wilson was prioritized Lindsay's needs, acted inappropriately with Lindsay, and failed to respond to repeated requests necessary for those employees to fulfill their employment obligations.

26. Elizabeth took each such concern seriously and continued trying to get Wilson to face the consequences on staff morale of his continuing conduct. While he refused to change his wanton behavior, Elizabeth's emotional distress and anxiety continued to grow.

27. During this time, Elizabeth had great difficulty sleeping, was experiencing panic attacks, and coping with this distress which adversely affected her relationships with her family, particularly as a wife and mother.

28. On August 3, 2022, Elizabeth was diagnosed with stage 3A Breast Cancer.

29. Elizabeth was in turmoil. She contacted her supervisor Wilson and explained her diagnosis. Elizabeth informed Wilson that she was unclear the extent of the treatment she would need, but she would likely need to take at least one month off work to receive treatment. She was upfront with Wilson and clearly stated that she was highly emotional and struggling to process her diagnosis, going so far as to state that she was "traumatized."

30. Until her diagnosis, Elizabeth had never missed a day of work due to illness but had to take leave consistent with the Family and Medical Leave Act ("FMLA"), as well as utilizing paid sick leave time, to treat her cancer from August 5, 2022 until September 12, 2022.

31. Upon her September 12<sup>th</sup> return, Elizabeth was still actively undergoing cancer treatment, so she resumed work on a modified schedule.

32. On September 29, 2022, shortly after her return to work, Wilson met with Elizabeth. Elizabeth requested that Wilson provide her a current version of Lindsay's job description as Manager of District Operations to utilize in connection with the compensation study Elizabeth was preparing.

33. In response, Wilson informed Elizabeth that while she was on medical leave receiving cancer treatment, Lindsay had decided she wanted to go into human resources, but only as a Superintendent because Lindsay had no interest in a lower-level human resources position.

34. Given that Elizabeth was the acting Superintendent of Human Resources and Risk Management, she was understandably concerned because she was in the process of actively investigating the personal relationship between Wilson and Lindsay while courageously battling cancer and fulfilling her employment responsibilities to Wilmette. She could not fathom dealing with employment issues on top of everything else.

35. During the September 29, 2022 meeting, Wilson highlighted to Elizabeth that while she was on medical leave, Lindsay had played an integral role in handling the Human Resources and Risk Management departments.

36. Elizabeth told Wilson that she understood his comments about Lindsay to be a personal threat against Elizabeth and an unjustified attempt to take Elizabeth's position as Superintendent of Human Resources and Risk Management. Understandably, this caused Elizabeth severe distress and fear for her position at Wilmette.

37. This direct threat to Elizabeth's employment magnified the issues the issues that she was already trying to deal with. Elizabeth became deeply concerned that, in the midst of battling cancer, she would lose her health insurance. Elizabeth was so anxious over the threat to her health insurance that she had difficulty sleeping and began suffering from panic attacks.

38. Despite never having talked to a mental health professional, never having difficulty sleeping, and never taking medications for stress and anxiety, the threat to her health insurance took such a significant mental health toll on Elizabeth that she had to reach out to the Kellogg Cancer Center about receiving mental health care.

39. After this, Elizabeth had to begin taking mental health medications to help her anxiety, including Alprazolam, Olanzapine, and Tramadol.

40. Throughout this, Elizabeth became more withdrawn. Discussing the threat to her employment and the other struggles she was experiencing at work, created more stress and anxiety as she worked to cope with the anxiety. She confided only in Plaintiff and a limited number of friends regarding her emotional struggles, and primarily relied on documenting the emotional turmoil caused by Defendants.

41. This struggle with stress and anxiety caused by Defendants continued throughout the duration of her employment at Wilmette.

42. In October, 2022, Elizabeth received the results for a compensation study that was performed by an outside company GovHR for Wilmette. The compensation study assigns a grade to each position, and that grade is directly related to the compensation each employee receives for their work Wilmette.

43. GovHR only identified one position as having been graded too high—Lindsay's position of Manager of District of Operations.

44. On the morning of October 11, 2022, Elizabeth informed Wilson that the only position at Wilmette that had been graded too high was Lindsay's role as Manager of District of Operations. Wilson immediately stated that he disagreed with the assessment and insisted that the role remain at its current pay grade.

45. Shortly after that conversation, Wilson and Lindsay spoke. The pair were in closed door meetings the duration of the morning, spent two hours at lunch together, and left shortly after returning from lunch on October 11. Elizabeth was informed of this meeting which also further negatively impacted the morale of Wilmette employees.



46. Part of Elizabeth's role as Superintendent of Human Resources and Risk Management involved booking hotel rooms for the annual Illinois Park and Recreation Association Conference (the "Conference").

47. Knowing this, Wilson approached Elizabeth on November 4, 2022, to request that she allow Lindsay to book the hotel rooms so that Lindsay could personally receive all the Hyatt Points for the Wilmette employees' rooms at the Conference. Elizabeth informed Wilson that it was not appropriate to allow an employee to obtain the points given that Wilmette pays for the hotel rooms during the Conference.

48. Shortly after this conversation, and ostensibly having been informed that she would not be allowed to take advantage of the Hyatt points, Lindsay indicated that she would be taking a half day. She left Wilmette at 1:00 p.m., and Wilson left shortly thereafter.

49. In December 2022, another Department Head (the "Colleague") approached Elizabeth to discuss employment issues arising due to the Colleague's supervisor, Wilson's, non-responsiveness. Specifically, the Colleague explained that Wilson's behavior had been egregious and made it incredibly difficult for her to adhere to deadlines. Wilson's failure to perform his employment obligations, included, but is not limited to:

- a. Failing to respond to critical inquiries about upcoming summer camp deadlines, which the Colleague had been requesting a response to from Wilson since August;
- b. Failing to work the Colleague and the Village of Wilmette to discuss issues related to a multi-million dollar facility renovation for Wilmette that was being delayed every day by Wilson's non-responsiveness for critical permit issues;
- c. Failing to provide timely responses to the annual budget created for the Board of Commissioners review; and
- d. Failing to respond to general day-to-day requests that were required for the operation of the Department.

50. The Colleague explained that she was struggling to prioritize the mandatory training classes that she needed to take because she was drowning in critical, time sensitive issues

caused by Wilson's chronic non-responsiveness to the Colleague's requests for direction on employment issues.

51. Having received numerous complaints about Wilson's non-responsiveness prior to that date, Elizabeth asked if it would help the Colleague cope with the issues caused by Wilson if the mandatory training was briefly waived to allow her to focus on her Department Head duties. Then, the Colleague would take the mandatory training once she had resolved the high priority, time sensitive, Wilmette business issues that had wide-reaching ramifications for Wilmette's financials and continued provision of services. The Colleague gratefully said that it would help her substantially.

52. Elizabeth, to assist an important Wilmette Department Head address high priority issues for Wilmette that had to be resolved by year-end, waived the training for the Colleague. This effectively meant that the Colleague would no longer be required to complete the training by the end of December 2022, and would have the flexibility to complete it at a future date.

53. Elizabeth checked a box in Wilmette's Human Resources platform that notated that the Colleague had completed the trainings, effectively "waiving" the training for the Colleague until she had sufficient time to address her work issues. Wilson received an email notification that the training had been waived the date Elizabeth made the revision in the platform.

54. This "waiver" process is one that Wilson was familiar with given that Elizabeth had waived the training requirement for Wilson in 2021, and the waiver of the training requirement had been openly discussed at a Wilmette Department Head meeting at which both Wilson, Elizabeth, and other department heads were present.

55. On January 6, 2023, as part of her breast cancer treatment, Elizabeth received a mastectomy and removal of tumor and lymph nodes.

56. While still coming to grips with the physical and emotional toll of the mastectomy, Elizabeth received yet another blow when she was informed by her doctors on January 13, 2023 that post-surgery pathology showed that despite the aggressive treatment Elizabeth had received to date, her cancer had transmuted to Triple Negative Breast Cancer, a more aggressive cancer and one that would require more chemotherapy, radiation and immune therapy treatments.

57. The emotional and physical toll of the altered diagnosis, along with the ongoing issues regarding Wilson, required Elizabeth to take a second short paid leave from Wilmette to address her mental, emotional, and physical health.

58. During January of 2023, while Elizabeth was reeling from her altered physical appearance and increasingly severe cancer diagnosis, she learned that she was being “investigated” by Wilson and that no merit increases would be issued until he completed his “investigation.”

59. Then, on February 16, 2023, Elizabeth, was unexpectedly brought into a conference room and ambushed by Wilson and Andrew Paine (“Paine”), an attorney for Wilmette. On that same date, the Colleague also was also ambushed by Wilson and Paine.

60. Wilson and Paine wrongfully accused Elizabeth of making an unauthorized change to an employment record for one of the Wilmette employees regarding training. Elizabeth, in turn, explained that the employment record they referenced indicated an authorized “waiver” of training, an action which Elizabeth believed she had the authority to do based on her job title and prior experience issuing such a “waiver”.

61. Elizabeth explained she made her decision based on the Colleague’s demanding work responsibilities as Department Head that had to be completed by year-end, the nature of the training to be completed, and the Colleague’s commitment to promptly completing the training when the outstanding issues were resolved with her job.

62. Elizabeth further explained that she had made the same notation in both the employee records for Wilson himself during 2021 without incident.

63. Wilmette at that time had no policy prohibiting Elizabeth as Superintendent of Human Resources from waiving such training, and she understood she had the authority to waive the training.

64. Wilson and Wilmette were unrelenting. Wilmette's attorney told Elizabeth that her conduct was a "felony" because of her intent to defraud Wilmette. Defendants informed Elizabeth that due to her waiving the referenced training, she was most likely going to have her employment terminated.

65. Elizabeth was terrified. Defendants knew she was fighting for her life with cancer, and she had done nothing against Wilmette policies or contrary to her authority, but Defendants continued to make Elizabeth, who was investigating Wilson's conduct at the time, feel that she was about to be fired.

66. After the February 16, 2023 meeting, Elizabeth made multiple requests for all documentation regarding this apparent infraction. Defendants never provided any documentation about this accusation.

67. After the February 16, 2023 meeting Elizabeth met with Wilson numerous times expressing remorse for unknowingly improperly waiving the training requirement, but stated that she wanted to rebuild trust and build a path forward with Wilmette.

68. Despite this, Defendants continued their outrageous conduct against Elizabeth.

69. Between, February 16, 2023 through February 27, 2023, Paine called each member of the Wilmette Board of Commissioners to discuss the "results" of the investigation into Elizabeth. Wilson went out of his way to tell Elizabeth that Paine was speaking with the Board

Members, but refused to provide any information on the conversations or the results of the investigation.

70. Then, on February 27, 2023, Wilson and Paine had a closed session meeting with the Board of Commissioners to discuss the “results” of the investigation and next steps for Elizabeth.

71. On March 1, 2023, Elizabeth was pulled into an unexpected meeting with Wilson and Paine, whereby she was verbally informed that she could either resign or she would be terminated.

72. Elizabeth was blindsided. She requested an explanation as to why she was being terminated and was told only that her termination was the result of Wilson’s investigation. Wilson stated that he had met with the Wilmette Board to discuss the investigation and Elizabeth’s termination, but he would not be sharing any details of the investigation.

73. To increase the pressure and anxiety on Elizabeth, Wilson informed Elizabeth that she had until March 3, 2023 at 12:00 p.m.—just two days—to either resign or she would be terminated. No separation of service documentation was provided.

74. After that, with Elizabeth out of the way, Wilson and Wilmette promoted Lindsay, the individual with whom Wilson had a personal relationship, despite her not having the appropriate qualifications or certifications Elizabeth had. For instance, it was critical to Defendants that Elizabeth held a Society for Human Resource Management Certification (“SHRM-CP”), and they required her to obtain it within six months of her promotion to Human Resources and Risk Manager in 2018. Upon information and belief, Lindsay was not, and has not, required to obtain a SHRM-CP.

75. On March 2, 2023, prior to submitting her resignation letter, Elizabeth sought information about an extension of her medical insurance through use of her 3 months of accrued unused and unpaid sick time following her resignation. Instead, Defendants informed Elizabeth that if she chose to resign effective May 3, 2023 that would be the last date of her health insurance, or, alternatively, her health insurance would be immediately cut off because Defendants would terminate her employment on March 3, 2023 at 12:00 p.m.

76. Elizabeth's request was reasonable. Specifically, she requested that Defendants permit an extension of her health benefits, as three other employees had been allowed. Specifically, Elizabeth requested that Defendants let her to use her 3 months of accrued unused and unpaid sick leave, which would have extended her health insurance by 3 months.

77. Defendants had previously done with other employees who had health issues. Yet, Defendants refused to do so for Elizabeth.

78. Even after Elizabeth was coerced into putting in her resignation, Defendants continued causing her undue stress. For instance, over Elizabeth's objection, on March 17, 2023 Wilson sent an email to Wilmette employees announcing that Elizabeth was resigning to "focus on her health." Wilmette staff, believing that Elizabeth's cancer had progressed even further, began circulating rumors and causing Elizabeth great emotional turmoil as she worked to complete her final months of employment with an organization she had worked for, for over 10 years.

79. Despite Lindsay not having the requisite credentials for the position, Wilson announced on May 1, 2023 that Lindsay would be promoted to a newly created department head level position, Superintendent of Operations, whereby she would be responsible for overseeing sustainability, marketing, communications, risk management, human resources, and other internal operations.

80. Seeing this email confirmed Elizabeth's worst fears that she was being forced out of her position and losing her health insurance at this critical time merely to allow Wilson to place Lindsay in a department head position for which she was not qualified. This willful and wanton action caused Elizabeth additional severe emotional distress.

81. Elizabeth's last day as an employee of Wilmette was May 3, 2023.

82. At this same time, Elizabeth continued to battle cancer, which included:

- a) January 2023 - April 2023 Post Surgery Chemotherapy
- b) April 2023 - July 2023 - Radiation Therapy
- c) April 2023 - September 2023 - Immune Therapy Treatment
- d) October 2023 - 12/13/23 - Recurrence of breast cancer - stage 4 and hospitalization.

83. While all this was ongoing and Elizabeth was struggling with Wilmette, she was receiving emotional support from the Kellogg Cancer Center receiving breast cancer resources. Due to the mental and emotional toll of what she was dealing with at Wilmette, Elizabeth was taking numerous medications for stress and anxiety, including Alprazolam, Olanzapine, and Tramadol.

84. Throughout this time period, Elizabeth was having difficulty sleeping, experiencing panic and anxiety attacks, constantly worrying about her job at Wilmette, and was generally emotionally exhausted by Defendants' actions.

85. Moreover, upon her termination from Wilmette, Wilson decided to take his egregiously willful and wanton behavior a step further and refused to provide Elizabeth with the necessary paperwork to transfer her insurance benefits. Wilmette was fully aware of Wilson's actions.

86. In fact, it was not until May 8, 2023 when Elizabeth tried to fill a prescription and was told she did not have insurance that Elizabeth learned Defendants had cancelled her healthcare

insurance without bothering to provide paperwork to allow her to extend her coverage through COBRA.

87. Defendants were well-aware of Elizabeth's ongoing medical concerns and her desire to extend her health insurance coverage as long as possible, yet they failed to provide the COBRA paperwork before she lost health insurance coverage.

88. It was not until May 10, 2023 that Defendants even bothered to provide Elizabeth with the necessary paperwork for her to expand her health insurance coverage through COBRA, which would allow her to obtain her necessary prescription medications.

89. Other than the May 10<sup>th</sup> correspondence, Defendants provided no follow up correspondence regarding the continuation of Elizabeth's health insurance or life insurance benefits.

90. Given the severe emotional distress Elizabeth was experiencing as a result of the months of emotional turmoil from Defendants, Elizabeth was unable to fully process the paperwork she received from Defendants and did not understand that she had less than 30 days to transfer her life insurance policy.

91. Had Elizabeth not been so mentally and emotionally taxed due to the severe emotional distress she was under from Defendants' conduct, she would have immediately transferred her life insurance policy. This is especially true considering her ongoing fight with cancer.

92. The actions by Defendants detailed herein caused Elizabeth extreme emotional distress, which along with her diagnosed cancer, resulted in hospitalization during December 2023.

93. Elizabeth passed away on December 18, 2023.



94. Following Elizabeth's passing, Plaintiff filed a claim under Elizabeth's life insurance policy. It was at that time that Plaintiff learned that the policy had lapsed.

**COUNT I – Intentional Infliction of Emotional Distress**  
**(vs. All Defendants)**

95. Plaintiff hereby incorporates paragraphs 1 through 94 as paragraph 95 of Count I.

96. Defendants' ongoing and continuous willful and wanton conduct set forth in paragraphs 10 through 94 was extreme and outrageous in that they perpetuated a series of ongoing extreme and outrageous acts against Elizabeth through, at least, May 10, 2024.

97. Defendants knew that there was a high probability that their willful and wanton conduct would cause severe emotional distress.

98. Defendants further knew that there was a high probability that their extreme and outrageous conduct would cause severe emotional distress, especially given that Elizabeth was especially susceptible to Defendants' actions while courageously battling breast cancer and the associated treatment.

99. Defendants' conduct in fact caused Elizabeth severe emotional distress.

For relief, Plaintiff Kevin Cox as pending Administrator of the Estate of Elizabeth Cox respectfully requests that this Court enter judgment in its favor and against Defendants Wilmette Park District and Steve Wilson, jointly and severally, in an amount to be proven at trial of not less than Five Million Dollars (\$5,000,000.00) including actual damages, pre and post judgment interest, punitive damages, and attorneys' fees and costs, plus all further appropriate relief.

**COUNT II – Negligent Infliction of Emotional Distress**  
**(vs. All Defendants)**

100. Plaintiff hereby incorporates paragraphs 1 through 99 as paragraph 100 of Count II.

101. Defendants owed Elizabeth a duty of care.

102. As set forth in paragraphs 10 through 94, Defendants willfully and wantonly breached that duty toward Elizabeth through their blatant and reckless disregard for the impact of their words and actions in Defendants' series of ongoing bad acts against Elizabeth through, at least, May 10, 2024

103. Defendants caused an injury to Elizabeth which was proximately caused by the breach.

For relief, Plaintiff Kevin Cox as pending Administrator of the Estate of Elizabeth Cox respectfully requests that this Court enter judgment in its favor and against Defendants Wilmette Park District and Steve Wilson in an amount to be proven at trial of not less than Five Million Dollars (\$5,000,000.00), including actual damages, pre and post judgment interest, punitive damages, and attorneys' fees and costs, plus all further appropriate relief.

### **JURY DEMAND**

Plaintiff, Kevin Cox as pending Administrator of the Estate of Elizabeth Cox, demands trial by jury on all claims so triable.

Dated: May 1, 2024

Respectfully submitted,

**KEVIN COX AS ADMINISTRATOR OF THE  
ESTATE OF ELIZABETH COX**

By:

/s/ Todd A. Rowden

One of Its Attorneys

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