NO. 128935

In the

Supreme Court of Illinois

M.U., a minor, by and through her parents, KELLY U. AND NICK U.,

Plaintiff-Appellee,

v.

TEAM ILLINOIS HOCKEY CLUB, INC., an Illinois not-for-profit corporation, and the AMATEUR HOCKEY ASSOCIATION OF ILLINOIS, INC., an Illinois not-for-profit corporation.

Defendants-Appellants.

On Leave to Appeal from the Appellate Court,
Second District, No. 2-21-0568.
There Heard on Appeal from the Circuit Court of the Eighteenth Judicial Circuit,
DuPage County, Illinois, No. 2021-CH-0141.
The Honorable Bonnie M. Wheaton, Judge Presiding.

OPENING BRIEF AND APPENDIX OF DEFENDANTS-APPELLANTS

Dated: March 8, 2023

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TABLE OF POINT AND AUTHORITIES

NATURE OF THE CASE

In 2019, M.U. played on a youth travel hockey team, Team Illinois. In the fall of 2019, M.U. was briefly excused from participating in Team Illinois activities while her coach waited for her to provide confirmation from a medical professional that she could safely participate in those activities. After 27 days, she provided confirmation and rejoined Team Illinois the very same day.

On April 20, 2021, M.U.'s parents, Kelly and Nick U. (collectively, "Plaintiff"), filed a complaint on her behalf in the Circuit Court of DuPage County. They alleged that Team Illinois had prevented M.U. from enjoying a "place of public accommodation" in violation of Section 5 of the Illinois Human Rights Act ("IHRA"), 775 ILCS 5/1-101 *et seq*. They also alleged that the Amateur Hockey Association of Illinois, Inc. ("AHAI") aided and abetted Team Illinois in violation of Section 6 of the IHRA. 775 ILCS 5/6-101.

On September 13, 2021, the trial court dismissed Plaintiff's claims. A.28-33.[1] Plaintiff appealed to the Second District. On August 19, 2022, the Second District reversed the trial court's decision. A.1-27. Defendants then sought leave to appeal to this Court, which was granted on November 30, 2022. This appeal involves a question on the pleadings, *i.e.*, dismissal of Plaintiff's claims under 735 ILCS 5/2-615. This appeal does not involve any issues arising from a jury verdict.

[1] In this brief, citations to the Record on Appeal are "C.___." Citations to the attached Appendix are "A.___."

ISSUES PRESENTED

(1) Does Section 5 of the IHRA, 775 ILCS 5/5-101 *et seq.*, apply only to places of public accommodation, or does it also reach the activities of private organizations that utilize publicly-available facilities?

(2) To what extent must a person or organization utilize a "place of public accommodation" before becoming subject to Section 5 of the IHRA (both for activities that occur at the place of public accommodation and for activities that occur elsewhere)?

(3) What legal standard must be met to establish that an entity qualifies for Section 5's private club exemption?

STATEMENT OF FACTS

M.U.'s Experience As A Player With Team Illinois

Team Illinois is an elite Tier I hockey club that operates numerous boys' and girls' hockey teams. Those teams play competitively against other club teams in Illinois and throughout the Midwest. C.13 at ¶ 13. Team Illinois is a not-for-profit entity and is affiliated with AHAI, which is the governing body in Illinois for USA Hockey. *Id.* Team Illinois has an intensive program that includes practices, clinics, work outs, film review sessions, team meals, and travel to away games and tournaments. C.14 at ¶ 19. Team Illinois also offers events for players and families, information about hockey, and access to AHAI and USA Hockey resources. *Id.*

In 2019, M.U. was a high school freshman and amateur hockey player. C.15 at ¶ 30. In the summer of 2019, M.U. tried out for Team Illinois' Girls 14U team for the 2019-2020 season. C.15 at ¶ 29. M.U. was selected for the team. C.14 at ¶ 18. The team, coached by Larry Pedrie, began practicing in August 2019. C.13 at ¶ 13; C.15 at ¶ 29. For its practices and home games, Team Illinois rented time on one of the ice rinks at Seven Bridges Ice Arena, an independently-owned and operated facility located in Woodridge. C.13 at ¶ 14. Seven Bridges is a large facility that includes multiple ice rinks (with bleachers for spectators), concessions stands, training rooms, locker rooms, offices, and numerous other facilities. C.13 at ¶ 15.

On November 13, 2019, M.U. and her mother, Kelly U., sought out Coach Pedrie at a practice. They told him that M.U. was contemplating suicide and was consulting with mental health professionals regarding those ideations. C.15 at ¶ 31. Coach Pedrie took this issue seriously. As alleged by Plaintiff, Coach Pedrie spoke by phone with AHAI Board Member Mike Mullally on November 14, 2019. C.16 at ¶ 33. According to Plaintiff, Coach Pedrie and Mullally agreed to hold M.U. out of Team Illinois activities until her parents could provide a doctor's note confirming M.U.'s ability to safely participate. *Id*.

On November 14, 2019, Coach Pedrie called M.U.'s parents. C.16 at ¶ 34. He informed them that Team Illinois wanted them to provide a doctor's note clearing M.U. for participation in Team Illinois' activities. C.12 at ¶ 4.

Coach Pedrie indicated that M.U. could return to the team when such a note was provided. C.12 at ¶ 4; C.16 at ¶ 34. Coach Pedrie alerted other Team Illinois parents via email that M.U. was going to temporarily be away from the team. C.16 at ¶ 38.

M.U.'s parents did not provide Team Illinois with a doctor's note during the week of November 14. Nor did they provide a doctor's note the next week. Or the following week. Or the week after that. Plaintiff finally provided a doctor's note on December 11, 2019, *i.e.*, 27 days later. M.U. returned to Team Illinois that same day. C.12 at ¶ 4; C.19 at ¶ 54. M.U. played with Team Illinois for the remainder of the 2019-2020 season. *Id.* The following season, M.U. chose not to return to Team Illinois. Instead, she continued to play hockey with another AHAI-affiliated team. C.19 at ¶ 58.

The Proceedings In The Trial Court

On April 9, 2020, Plaintiff filed charges of discrimination against Team Illinois and AHAI with the Illinois Department of Human Rights ("IDHR"). C.15 at ¶ 27. The IDHR dismissed the charges in February 2021 finding a "lack of substantial evidence." C.15.

On April 20, 2021, Plaintiff filed this action in the trial court. C.11-23. In her complaint, Plaintiff alleged that M.U.'s 27-day separation from Team Illinois was discriminatory and prevented M.U. from enjoying a "place of public accommodation." C.11-22. In different places throughout her complaint, Plaintiff alleged that the relevant "place of public accommodation" was: (1) the

Seven Bridges Ice Arena; (2) Team Illinois' facilities and services; and/or (3) "other [unnamed] places of public accommodations." *See* C.11-22 at ¶¶ 51, 65, 72. Plaintiff did not allege that M.U. was unable to enter Seven Bridges or enjoy its many amenities. Rather, Plaintiff alleged that Team Illinois imposed "social exile and isolation" on M.U. and her parents, and separated them from M.U.'s teammates (and their parents). C.16 at ¶ 37. Plaintiff's allegations of "exile" from Team Illinois were not expressly or impliedly connected to Seven Bridges or any other physical location. *See* C.11-22 at ¶¶ 3, 4, 36, 37, 39.

Plaintiff's complaint contained three counts. Counts I and II alleged that Team Illinois violated Section 5 of the IHRA by engaging in disability discrimination (Count I) and perceived disability discrimination (Count II). In both counts, Plaintiff alleged that Team Illinois deprived M.U. of "the full and equal enjoyment of the *Team Illinois* facilities and services." C.20 at ¶¶ 65, 72 (emphasis added). Count III alleged that AHAI violated Section 6 of the IHRA by aiding and abetting Team Illinois. Plaintiff sought declaratory and injunctive relief, money damages, and attorneys' fees. C.22.

Defendants moved to dismiss under 735 ILCS 5/2-615 arguing that Team Illinois was not a place of public accommodation, and alternatively arguing that Team Illinois qualified as a private club under 775 ILCS 5/5-103(A). C.42-51. On September 13, 2021, Judge Bonnie Wheaton granted Defendants' motion to dismiss. A.28-32. Judge Wheaton stated:

> I believe that Mr. Elliott's arguments are well taken. The leasing of a or for a specific amount of time an ice rink does not convert a

> private organization into a place of public accommodation. I believe that this case is so far different from the Martin case involving the PGA and the other cases involving the NCAA, that those cases do not apply.
>
> As far as the one hundred percent argument is made the requirement is not alleged to have been that she was 100 percent healed, but that [M.U.] was able to participate in one hundred percent of the activities of the club. That is far different from being 100 percent healed.

A.31-32. On September 30, 2021, Plaintiff filed a notice of appeal. A.34.

The Proceedings In The Second Appellate District

On August 19, 2022, the appellate court reversed. A.1-27. At the outset of its opinion, the appellate court agreed with Defendants that Team Illinois was not a "place of public accommodation." A.9-15. The appellate court acknowledged that Section 5/5-101 of the IHRA (which defines "place of public accommodation") lists only tangible, physical places, A.14-15, and noted that Illinois courts had never sustained a Section 5 claim against a defendant who was *not* a place of public accommodation, A.18 at ¶ 36. Based on that, the appellate court held that membership organizations such as Team Illinois cannot be places of public accommodation. A.7-19.

The appellate court went further, however, and broke into uncharted legal territory. Having found that Team Illinois was not a place of public accommodation, the appellate court nevertheless found that Team Illinois could be subject to liability under Section 5 because it had chosen to conduct practices and games at Seven Bridges, which was a place of public accommodation. A.17-23. The appellate court further found that Team Illinois'

utilization of a place of public accommodation deprived it of any defense that its activities were not "available to the general public." A.22 at ¶ 41.

On these points, the appellate court chose to eschew Illinois authorities, and instead relied on a federal case interpreting a different statute, *PGA Tour, Inc. v. Martin*, 532 U.S. 661 (2001). A.20-23. In that case, the United States Supreme Court found that the PGA Tour was subject to the "places of public accommodation" provisions under the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101 *et seq.*, because it "leased and operated" the golf courses where its tournaments were held. *PGA Tour, Inc.*, 532 U.S. at 677. Applying *Martin*, the appellate court found that Plaintiff's allegations that Team Illinois "leased" and "operated" the Seven Bridges facility was enough to state a claim against Team Illinois under Section 5. A.21 at ¶ 39; A.23 at ¶ 43.

STANDARD OF REVIEW

When a trial court dismisses a complaint under Section 2-615, the standard of review is *de novo*. *Oliveira v. Amoco Oil Co.*, 201 Ill. 2d 134, 147–48 (2002). The Circuit Court's construction of a statute is also reviewed *de novo*. *Sylvester v. Industrial Comm'n*, 197 Ill. 2d 225, 232 (2001).

ARGUMENT

I. Summary Of The Argument.

At its heart, this case presents an exercise in statutory construction. When it enacted the IHRA in 1980, the General Assembly made deliberate choices about the specific factual circumstances in which IHRA would apply.

As drafted by the General Assembly, Section 5 is limited to addressing discrimination in "places of public accommodation." *See* 775 ILCS 5/5-101 *et seq*. For over 40 years, Illinois courts have deferred to the General Assembly's legislative choice and applied Section 5 as written, *i.e.*, to claims involving discriminatory exclusion from places that are otherwise open to the public.

The appellate court's decision is a radical departure from that. Under the appellate court's approach, Section 5 would no longer solely regulate access to "places of public accommodation;" it would also regulate the internal workings of all manner of organizations, clubs, and businesses based solely on the locations where those groups meet or hold events. While the appellate court's desire to broadly construe an anti-discrimination statute is understandable, here the appellate court greatly overstepped. As this Court has noted, courts are "to apply the law as it exists, not to decide how the law might be improved. We must defer to the policy of the legislature as expressed in the language of the [Act]." *Price v. Phillip Morris, Inc.*, 219 Ill.2d 182, 274 (2005); *see also Coleman v. East Joliet Fire Protection Dist.*, 2016 IL 117952, ¶¶ 54, 59 ("Determination of public policy is, however, primarily a legislative function.").

Section 5's language does not support the appellate court's ruling. Indeed, nothing in Section 5 even hints at legislative intent for that statute to

apply to membership organizations that use public venues.[2] If the General Assembly wanted Section 5 to cover both physical locations and membership organizations that use those locations, it would have written that into the statute. It did not do so.

The appellate court's flawed approach will open the door to numerous unintended and undesirable consequences; consequences not addressed in the Second District's decision. Having decreed that a private organization's use of a "place of public accommodation" is potentially subject to Section 5, the Second District failed to address two points: (1) the extent to which a private entity must utilize a "place of public accommodation" before it falls within the ambit of Section 5; and (2) the legal standard that determines whether an organization qualifies as a "private club" under 775 ILCS 5/5-103(A). If this Court upholds the appellate court's new approach to Section 5 (and Defendants urge the Court ***not*** to do so), then this Court should provide guidance on these two issues.

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[2] The appellate court's reliance on Team Illinois' "leasing and operation" of Seven Bridges is particularly misplaced. The ADA imposes liability on persons who "lease" or "operate" a "place of public accommodation." 42 U.S.C. § 12182(a). Thus, the U.S. Supreme Court's "leasing and operation" analysis in *Martin* had a textual basis in the ADA statute. By contrast, the terms "lease" and "operate" do not appear in the relevant provision of the IHRA, *see* 775 ILCS 5/5-102(A), and there is no textual basis – none whatsoever – for the appellate court's consideration of those factors.

II. The Relevant Law

A. The Illinois Human Rights Act.

Enacted in 1980, the IHRA, 775 ILCS 5/1-101 *et seq.*, is based largely on the federal Civil Rights Act of 1964, 42 U.S.C. § 4000(e). In crafting the IHRA, the General Assembly made the legislative policy choice to limit its scope to five specific factual contexts: (1) employment; (2) real estate transactions; (3) access to financial credit; (4) places of public accommodation; and (5) educational institutions. *See* 775 ILCS 5/1-101 *et seq*. Section 6 creates liability for aiding, abetting, compelling or coercing a person to violate the statute. 775 ILCS 5/6-101.

The IHRA was carefully drafted and its statutory language is specific. The IHRA does not employ a "one size fits all" approach to discrimination. Rather, each Section delineates both the factual circumstances in which that Section applies and the specific types of conduct that may constitute unlawful discrimination within the context of that Section.[3] *See*, *e.g.*, 775 ILCS 5/5-102. The General Assembly has not been shy about revisiting the statute to amend its language to reflect changed circumstances or public policy. The IHRA has been amended at least 34 times since 1980. As a result, it seems certain that

[3] *See*, *e.g.*, 775 ILCS 5/2-101 (exempting "elected officials" from the definition of "employee" and exempting "places of worship" and "non-profit nursing institutions" from the definition of "employer"); 775 ILCS 5/3-106 (exempting private sales of single-family homes and exempting buildings with less than 4 units from certain requirements); 775 ILCS 5/4-104 (exempting specific types of underwriting and credit practices).

the IHRA's current language means what it says and reflects the General Assembly's intent.

This action involves Section 5 of the IHRA. 775 ILCS 5/5-101 *et seq*. Under Section 5/5-102, it is a violation of the IHRA for any person "on the basis of unlawful discrimination" to "deny or refuse to another the full and equal enjoyment of the facilities, goods, and services of any public place of accommodation." 775 ILCS 5/5-102(A). Section 5/5-101 defines "place of public accommodation" by providing a non-exclusive list of examples:

> "Place of public accommodation" includes, but is not limited to:
>
> (1) an inn, hotel, motel, or other place of lodging, except for an establishment located within a building that contains not more than 5 units for rent or hire and that is actually occupied by the proprietor of such establishment as the residence of such proprietor;
>
> (2) a restaurant, bar, or other establishment serving food or drink;
>
> (3) a motion picture house, theater, concert hall, stadium, or other place of exhibition or entertainment;
>
> (4) an auditorium, convention center, lecture hall, or other place of public gathering;
>
> (5) a bakery, grocery store, clothing store, hardware store, shopping center, or other sales or rental establishment;
>
> (6) a laundromat, dry-cleaner, bank, barber shop, beauty shop, travel service, shoe repair service, funeral parlor, gas station, office of an accountant or lawyer, pharmacy, insurance office, professional office of a health care provider, hospital, or other service establishment;
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> (7) public conveyances on air, water, or land;

> (8) a terminal, depot, or other station used for specified public transportation;
>
> (9) a museum, library, gallery, or other place of public display or collection;
>
> (10) a park, zoo, amusement park, or other place of recreation;
>
> (11) a non-sectarian nursery, day care center, elementary, secondary, undergraduate, or postgraduate school, or other place of education;
>
> (12) a senior citizen center, homeless shelter, food bank, non-sectarian adoption agency, or other social service center establishment; and
>
> (13) a gymnasium, health spa, bowling alley, golf course, or other place of exercise or recreation.

775 ILCS 5/5-101(A).

The examples set forth in Section 101(A) share two attributes. ***First***, they are, in fact, places. They are not clubs, organizations, teams, or events. Rather, they are physical locations. ***Second***, they are all places that one would expect to be open to all members (or, perhaps more accurately, all *paying* members) of the public. Admission to grocery stores, bakeries, zoos, libraries, bowling alleys, or food banks typically is not conditioned on a selection process or competitive try-out.

As if to emphasize the second point, Section 5 contains an express exemption for places that are typically not open to the general public. Section 5/5-103 creates an exception for "private clubs," which it defines as:

> (A) Private Club. A private club, or other establishment not in fact open to the public, except to the extent that goods,

> services, facilities, privileges, advantages, or accommodations of the establishment are made available to the customers or patrons of another establishment that is a place of public accommodation.

775 ILCS 5/5-103(A).

B. Illinois Courts Have Previously Applied Section 5 As Written, *i.e.*, To Claims Involving Discriminatory Exclusion From Places.

As the appellate court acknowledged, A.18 at ¶ 36, courts have hitherto only applied Section 5 in situations where the defendant was a place of public accommodation and the plaintiff alleged a discriminatory exclusion from that place. *See*, *e.g.*, *Bd. of Trustees of S. Ill. Univ. v. Dept. of Human Rights*, 159 Ill.2d 206 (1994); *Gilbert v. Dept. of Human Rights*, 343 Ill. App. 3d 904 (1st Dist. 2003); *Baksh v. Human Rights Comm'n,* 304 Ill. App. 3d 995 (1st Dist. 1999); *Cut 'N Dried Salon v. Dept. of Human Rights,* 306 Ill. App. 3d 142 (1st Dist. 1999). No Illinois court has previously applied Section 5 to a situation where a portion of a facility is being used by a private party and, therefore, is not open to the general public.

Decisions such as *Gilbert*, *Cut 'N Dried Salon*, *Baksh*, and *Board of Trustees* are soundly rooted in the plain language of Section 5 and make it clear that the term "place" in Section 5/5-101 means what it says: a place. Section 5 cannot be stretched to reach all manner of organizations, clubs, programs, and businesses based solely on the locations where those organizations may meet or hold events. This is particularly true where – as here – the organization in question has a pre-screening process and is not truly open to the public at large.

III. This Court Should Reverse The Appellate Court's Ruling.

A. Plaintiff's Complaint Alleges Exclusion From A Team – Not A Place.

In examining the appellate court's decision in this case, the starting point must be the allegations in Plaintiff's complaint. That complaint makes it clear that this case is not about discriminatory exclusion from a *place*. Rather, this case is about something completely different: alleged exclusion from the *activities of an organization*.[4]

Plaintiff tries to disguise that fact. In an attempt to fit her claims into Section 5, Plaintiff sprinkles references to a location (*i.e.*, Seven Bridges) throughout her complaint. *See* C.11-22 at ¶¶ 14-16, 51. But ultimately, the Seven Bridges location is irrelevant. The alleged discriminatory action here was Team Illinois' removal of M.U. from team activities pending receipt of a doctor's note. On its face, that action was not limited (or even related) to any physical location. Quite the opposite. Plaintiff goes to great lengths to allege that M.U. (and her parents) were disinvited from *all* team activities – regardless of where they occurred. Indeed, most of the "exclusionary" and "discriminatory" actions alleged in Plaintiff's complaint have nothing to do

[4] Throughout their complaint, Plaintiff conflate those two distinct concepts: exclusion from the activities of Team Illinois (*e.g.*, practices, games, meals, travel) and exclusion from a physical location. The distinction between those two concepts carries great importance: while the latter may give rise to a Section 5 claim, the former certainly does not.

with Seven Bridges.[5] Perhaps aware of this issue, Plaintiff tries to hedge her bets by oscillating between allegations that the "place of public accommodation" at issue is: (1) Seven Bridges; (2) Team Illinois; or (3) some other unnamed location. *See* C.11-22 at ¶¶ 51, 65, 72.

Such allegations underscore that Plaintiff's discrimination claim is based on her loss of association with Team Illinois – not her lack of access to Seven Bridges. That fact that Seven Bridges happened to be one of the places where her separation from the team manifested itself is irrelevant to the alleged act of discrimination (*i.e.*, her leave from Team Illinois). For purposes of Plaintiff's claim, it makes no difference whether *all* of Team Illinois' activities were conducted at Seven Bridges or *none* of them were. The result is the same in both scenarios: M.U. could not participate until she was cleared by a doctor. Plaintiff makes that clear in her complaint. *See* C.11-22 at ¶¶ 3-4, 36-37, 39, 65, 72. Thus, there is no nexus between the alleged discriminatory action and the physical location of Seven Bridges.

Tellingly, Plaintiff did not bring suit against the owner(s) of Seven Bridges. Moreover, Plaintiff never alleged (and the appellate court never found) that M.U. was barred from using the Seven Bridges facility. On the contrary, she could enter Seven Bridges, watch games, take skating lessons,

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[5] *See*, *e.g.*, C.11-22 at ¶ 3 ("[M.U.] was banished from her club hockey team"); ¶ 4 ("They exiled [M.U.] from her teammates" and "even cut off [M.U.]'s parents from all team communications."); ¶¶ 36-37 (Team Illinois "impose[d] social exile and isolation on" M.U. and "prohibited any contact with Team Illinois players."), ¶ 39 (M.U.'s parents were "cut off from all Team Illinois activities").

eat at the restaurant, and skate during free skate. Based on her allegations, M.U. had the same access to Seven Bridges as any other member of the public. The only thing from which she was excluded was participating in Team Illinois' activities – without regard to where they occurred. C.18 at ¶ 51; C.20 at ¶¶ 65, 72.

B. The Appellate Court Misconstrued Section 5.

As set forth above, the alleged discriminatory action in this case was not related to any physical location. M.U.'s leave of absence covered all Team Illinois activities and was not dependent on the locations where those activities might occur. Under the plain language of Section 5, that should be the end of the story. Without a nexus between the discriminatory action and access to a physical location, Section 5 does not apply.

But the appellate court reached a different conclusion. Although Team Illinois' allegedly discriminatory action (*i.e.*, placing M.U. on leave) did not relate to a place of public accommodation, the appellate court found that a consequence of that action was that it prevented M.U. from participating in Team Illinois activities that might occur at such a place. The appellate court reasoned that, to the extent Team Illinois conducted practices and played games at Seven Bridges during M.U.'s 27-day separation, M.U. was effectively deprived of access to the portion of the Seven Bridges facility being used by Team Illinois. In the appellate court's view, that is enough to give rise to a claim under Section 5.

Having thus expanded the scope of Section 5, the appellate court then compounded its error by finding that even closed, private organizations necessarily lose their private character when they conduct business in a place of public accommodation. A.22 at ¶ 41. The appellate court did not cite any Illinois authorities to support its expansive view of Section 5. Instead, it relied almost exclusively on *PGA Tour, Inc. v. Martin*, 532 U.S. 661 (2001), which it found "translates directly to the instant matter." A.20 at ¶ 39.

The appellate court's ruling stretches Section 5's statutory language beyond the breaking point. In essence, the Second District transformed Section 5 from a statute that addresses discriminatory exclusion from physical locations to a statute that reaches into the affairs of the organizations that happen to utilize "places of public accommodations." Under that holding, religious, academic, political, or charitable organizations might find their internal disciplinary, personnel, membership, funding, and advancement decisions subject to scrutiny (and potential liability) under Section 5 based solely on the locations where they happen to conduct meetings or hold events. For example, Plaintiff alleges that Team Illinois' activities include travel, team dinners, away games, and the like. C.14 at ¶ 19. Under the appellate court's analysis, an email blast to parents, a Team Illinois get-together in a private home, or even a tournament *in another state* could form the basis of a claim for "place of public accommodation" discrimination under the IHRA.

Such results cannot be reconciled to the statutory language in Section 5 that was carefully selected by the General Assembly. For 40+ years, Illinois courts have uniformly and faithfully enforced Section 5 according to its plain terms. There is no valid reason to deviate from that well-established precedent to follow the path broken by the appellate court. The appellate court's interpretation of Section 5 should be reversed for several reasons.

First, the language in Section 5 does not support the appellate court's decision. In *Evans v. Cook Cty. State's Atty.*, 2021 IL 125513, this Court succinctly summarized the standards that govern statutory construction.

> The primary objective of statutory construction is to ascertain and give effect to the legislature's intent. All other canons and rules of statutory construction are subordinate to this principle. The most reliable indicator of legislative intent is the language of the statute, given its plain and ordinary meaning. A court must view the statute as a whole, construing words and phrases in light of other relevant statutory provisions and not in isolation. The court may consider the reason for the law, the problems sought to be remedied, the purposes to be achieved and the consequences of construing the statute one way or another. Statutes must be construed to avoid absurd or unjust results. When a plain or literal reading of a statute leads to absurd results or results the legislature could not have intended, courts are not bound to that construction, and the literal reading should yield.

Id. at ¶ 27 (internal citations and quotation marks omitted); *see also People v. Hanna*, 207 Ill. 2d 486, 497-98 (2003).

Here, the language in Section 5 is clear and unambiguous. The scope of that provision is limited to "places of public accommodation." 775 ILCS 5/5-

102. The word "place" refers to a physical location.[6] The plain meaning of that word does not include organizations, clubs, corporate entities, gatherings, or leagues. Moreover, the word "place" is modified by the term "public accommodation," which limits Section 5 to those "places" that provide some type of good or service (*i.e.*, an "accommodation") to members of the general public.[7] Again, there is no ambiguity.[8] Further, the term "place of public

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[6] *See Place*, Merriam-Webster.com Dictionary, available at http://www.merriam-webster.com (Last accessed March 6, 2023) ("Place – (1a) physical environment: space… (1c) physical surroundings: atmosphere."). *See also Place*, The American Heritage Dictionary, available at (https://www.ahdictionary.com/) (Last accessed March 6, 2023) ("Place - 1.a. An area with definite or indefinite boundaries; a portion of space… 2.b. A building or an area set aside for a specified purpose: a place of worship… 3.b. A business establishment or office."); *Public Place,* Black's Law Dictionary (11th ed. 2019) ("Any location that the local, state, or national government maintains for the use of the public, such as a highway, park, or public building.").

[7] *See Accommodation* and *Public,* Merriam-Webster.com Dictionary, available at http://www.merriam-webster.com (Last accessed March 6, 2023) ("accommodation" is "something supplied for convenience or to satisfy a need" and then listing examples) ("public" means "of, relating to, or affecting all of the people"). *See also Accommodation* and *Public,* The American Heritage Dictionary, available at (https://www.ahdictionary.com/) (Last accessed March 6, 2023) ("accommodation" is "something that meets a need; a convenience") ("public" means "of, concerning, or affecting the community or the people: the public good"); *Public Accommodation,* Black's Law Dictionary (11th ed. 2019) ("1. The provision of lodging, food, entertainment, or other services to the public; esp. (as defined by the Civil Rights Act of 1964), one that affects interstate commerce or is supported by state action. 2. A business that provides such amenities to people in general.").

[8] Courts construing the phrase "place of public accommodation" in other Illinois statutes have reached similar conclusions. *See, e.g.*, *People v. Murphy*, 145 Ill. App. 3d 813, 815 (3rd Dist. 1986) ("[T]he terms 'place of public accommodation or amusement' seem to apply generically to places where the public is invited to come into and partake of whatever is being offered therein.").

accommodation" is clarified by 13 categories of representative examples, all of which are: (1) places; (2) that are generally open to the public.

Equally telling is what Section 5 does ***not*** say. As the U.S. Supreme Court has noted, legislative bodies do not "hide elephants in mouseholes." *See Whitman v. Am. Trucking Assoc.,* 531 U.S. 457, 468 (2001). If the General Assembly wanted Section 5 to apply to the internal actions of not-for-profit organizations that conduct events at public venues, that language would be in the statute. The General Assembly would not have shrouded its intent with ambiguous (or, in this case, non-existent) statutory language. Indeed, Section 5 does not even contain a "mousehole" – it says nothing to suggest the General Assembly intended to regulate anything other than discriminatory exclusion from physical places. 775 ILCS 5/5-101 *et seq.*

Second, the appellate court erred in its singular reliance on *PGA Tour v. Martin* to the exclusion of Illinois authorities. As the appellate court noted, Illinois courts sometimes look to federal law for guidance in IHRA cases.[9] But while federal decisions may provide guidance on unsettled issues of law, they cannot be used to rewrite statutes or displace established Illinois law. *See Hobby Lobby Stores, Inc. v. Sommerville*, 2021 IL App (2d) 190362, ¶ 38. That point is important because Section 5 is clear and unambiguous and Illinois

[9] In so doing, though, courts most frequently rely on decisions regarding the Civil Rights Act of 1964 – not the ADA. Indeed, the case cited by the appellate court on this point, *Lau v. Abbott Laboratories*, 2019 IL App (2d) 180456, ¶ 38, looked to decisions under the federal Civil Rights Act, 42 U.S.C. § 2000a.

courts have previously addressed the specific issues raised by this case. Accordingly, resorting to federal law was neither necessary nor proper.

The appellate court's reliance on *Martin* was particularly misplaced because there are substantive differences between the ADA and the IHRA. The ADA expressly conditions liability based on whether a person "leases" or "operates" a place of public accommodation. 42 U.S.C. § 12182(a). Therefore, the U.S. Supreme Court had a solid statutory foundation for its examination into whether the PGA Tour "leased and operated" golf courses. By contrast, the terms "lease" and "operate" do not appear in Section 5/102(A) of the IHRA.[10] *See* 775 ILCS 5/5-102(A). Accordingly, there is no statutory basis for the appellate court's reliance on those factors. The appellate court erred in not recognizing that distinction. A.20 at ¶ 39.

Further, as Judge Wheaton noted, *Martin* is factually distinguishable from this case. A.31. When the PGA Tour conducts a tournament, it "leases" and "operates" the golf course and effectively assumes control over the venue for four days. *Martin*, 532 U.S. at 665, 677. There is no allegation (nor could there be) that Team Illinois does anything similar. Plaintiff does not allege that Team Illinois ever controlled admission into Seven Bridges. Similarly, Team Illinois is a not-for-profit that does not charge admission to games; does not actively seek lucrative media and advertising deals; and does not exhaustively

[10] While Section 5/5-102(B) creates liability for "operators," 775 ILCS 5/5-102(B), that provision is not at issue here because Plaintiff's claims all arise under Section 5/5-102(A). *See* C.19-21 at ¶¶ 60, 65, 67, 72.

market apparel or products. Nor is there any allegation that Team Illinois is involved in the management, maintenance, or financial affairs of any facility at which it rents ice time. In short, Team Illinois does not do any of the things that caused the Supreme Court to reject the PGA's claims in *Martin*.

Nor does *Martin* reach as broadly as the appellate court suggests. For starters, *Martin* did not involve any analysis of the ADA's private club exemption. In the lower courts, the PGA Tour had argued that it was a private club and that the "behind the ropes" areas of its tournaments were not public accommodations. *See Martin v. PGA Tour, Inc.*, 984 F. Supp. 1320, 1325 (D. Or. 1998); *Martin*, 523 U.S. at 677-78. But it abandoned those arguments in the U.S. Supreme Court, and instead argued that Martin was not a member of the class protected by Title III of the ADA. *See Martin*, 532 U.S. at 673, 677.[11] Thus, nothing in *Martin* supports any finding with respect to the IHRA's private club exemption.

In the wake of *Martin*, federal courts adjudicating "place of public accommodation" cases continue to distinguish between places and the organizations that utilize those places. In *Shepherd v. U.S. Olympic Committee*, 464 F. Supp. 2d 1072 (D. Colo. 2006), the court considered a claim brought by paralympic athletes regarding access to the USOC's facilities in Colorado Springs. The court entered judgment for the USOC, in part because

[11] Federal courts have continued to uphold the "private club" exception to the ADA, even in the context of golf and sporting events. *See Lobel v. Woodland Golf Club of Auburndale*, 260 F. Supp. 3d 127 (D. Mass. 2017).

the plaintiffs (like Plaintiff here) were conflating the "place" (*i.e.*, the USOC training facility) and the teams that utilized that place:

> Moreover, the benefits plaintiffs seek relate less to the USOC's physical facilities than to the teams they put forth for international competition. This, too, stretches the "fit" between the discrimination alleged and the jurisdictional basis of plaintiffs' claims under the ADA.

Id. at 1084. *See also Louie v. Nat'l Football League*, 185 F. Supp. 2d 1306 (S.D. Fla. 2002) ("[I]t is all of the services which the public accommodation offers, not all services which the lessor of the public accommodation offers, which fall within the scope of Title III.") (citing *Stoutenborough v. Nat'l Football League, Inc.*, 59 F.3d 580, 583 (6th Cir. 1995).

Third, under the appellate court's holding, Section 5's reach becomes unduly broad. It is difficult to conceive of any private organization that does not make use of venues open to the public. Private religious organizations, sporting teams, youth clubs, social clubs, private charities, and political organizations (just to name a few) routinely conduct events at "places of public accommodation" such as restaurants, community centers, and theaters. Such events are commonplace. Now, the mere fact that organizations (*e.g.*, the Lions Club, Knights of Columbus, League of Women Voters, Indivisible DuPage) hold meetings in buildings that are otherwise open to the public could subject those organizations to liability under Section 5.

Indeed, under the appellate court's ruling, an organization that conducts *any* activities in one of the places listed in Section 5/5-101 could find that *all* of

its activities are subject to Section 5 of the IHRA. In short, the list of "places" in Section 5 would become little more than a pretext for regulating membership organizations. That would reduce the term "place" in Section 5/5-101 to mere surplusage.

The appellate court's holding will also cause unintended consequences for the owners of "places of public accommodations." The owner of Seven Bridges was not named as a defendant in Plaintiff's complaint. But, under the appellate court's reasoning, it could have been. After all, it allowed Team Illinois to conduct practices at Seven Bridges after Team Illinois placed M.U. on leave. Similarly, the owners of restaurants, community centers, theaters, gymnasiums, and other facilities that regularly allow private groups to hold events on their premises may face liability if those groups make membership decisions that are arguably discriminatory in nature. Many places of public accommodation (*e.g.*, parks, forest preserves, community centers, libraries) are owned by governmental entities. Under the appellate court's ruling, those entities (and their counterparts in the private sector) may be obligated to police the actions of private groups that use their facilities or face liability under Section 5.

Fourth, the appellate court's interpretation of Section 5 undercuts the notion of a place of *public* accommodation. When an organization rents, uses, or reserves space for a private event that space is no longer open to the public. When, for example, the DuPage County Bar Association reserves a room at the

Wheaton Library for a committee meeting, that room ceases to be open to the public. It is closed for a private event. Members of the public – regardless of who they are – are not permitted to crash that event.

It is no different for Team Illinois. When Team Illinois' U-14 girls' team uses the locker rooms at Seven Bridges before a game, members of the public are no longer free to simply drop in and use the locker room. Therefore, the portions of Seven Bridges being rented by Team Illinois were not open to the public. The Second District found this to be irrelevant. A.22 at ¶ 41. That is a sea change from the appellate court's previous rulings in *Gilbert* and *Cut 'N Dried*, which emphasized that programs and places not generally available to the public could not be "places of public accommodation." *Gilbert*, 343 Ill. App. 3d at 909-10; *Cut 'N Dried Salon*, 306 Ill. App. 3d at 146. Those previous decisions are better reasoned as they track more closely with the language in Section 5. This Court should re-affirm those decisions and reject the expansive interpretation advanced by the appellate court.

Fifth, the appellate court's ruling directly conflicts with 775 ILCS 5/5-103(A). When it enacted IHRA, the General Assembly fashioned a private club exemption to Section 5.

> (A) Private Club. A private club, or other establishment not in fact open to the public, except to the extent that goods, services, facilities, privileges, advantages, or accommodations of the establishment are made available to the customers or patrons of another establishment that is a place of public accommodation.

775 ILCS 5/5-103(A). As that exemption shows, the General Assembly intended for some places that would otherwise qualify as "places of public accommodation" (*i.e.*, private clubs) to be exempt from liability under Section 5. The appellate court's ruling, however, achieves the exact opposite result. Relying on *Martin*, the appellate court found that any organization that qualifies as a "place of public accommodation" cannot be exempted from Section 5 on the grounds that its goods or services are not available to the public.

> *Martin* instructs that, once a place constitutes a "place of public accommodation," the service allegedly denied to the plaintiff need not have been available to the general public.

A.22 at ¶ 41. The appellate court's ruling on this point cannot co-exist with Section 5/5-103(A). One must give way to the other. Here, the appellate court's finding must give way. *Price*, 219 Ill.2d at 274 ("We must defer to the policy of the legislature as expressed in the language of the [Act].").

IV. If This Court Accepts The Appellate Court's Interpretation Of Section 5, The Court Should Provide Guidance Regarding The Parameters Of Liability Under That Provision.

The Second District held that private organizations which utilize places of public accommodation may face liability under Section 5 of the IHRA. A.15-27. As set forth above, Defendants believe this Court should reverse that ruling. But to the extent the Court does not squarely do so, it should establish standards to allow parties (and the lower courts) to understand the boundaries of liability under this newly-expanded Section 5.

As currently framed, the appellate court's decision creates more questions than answers. For starters, how frequently must private organizations use public facilities before they come under Section 5? Is once enough? If not, how many times? And how intensive or pervasive must the use be in order to trigger liability under Section 5? For example, if an arts appreciation club hosts an outing at a public theater, is that sufficient to trigger liability under Section 5? Or must it conduct multiple outings there? Must a private church group have a written agreement with the owner of a place of public accommodation before it falls under Section 5, or is regular use (*i.e.*, weekly Sunday services) enough even without a written agreement? And must the private group exercise sole or exclusive control of an entire facility, or is it enough that they use a portion of the facility?[12]

The appellate court suggested that the touchstone for Section 5 liability should be whether a private party "leases or operates" a place of public accommodation. A.21 at ¶ 39, A.23 at ¶ 43. But that test does not work because the statutory provision at issue does not mention "leasing" or "operating." *See* 775 ILCS 5/5-102(A). Accordingly, this Court should not adopt the appellate court's "leasing or operating" test.

In looking for an appropriate standard, the starting place should be the statutory language in Section 5. That language provides a clear and justiciable

[12] All of these "what ifs" support Defendants' argument to read Section 5 less expansively than the appellate court proposes. *See supra* at 14-26.

standard. By its terms, Section 5 requires a nexus between a defendant's discriminatory act and a plaintiff's access to, or enjoyment of, a physical place. Section 5 dictates a boundary line between discriminatory actions that: (1) directly relate to access to a place of public accommodation; and (2) are not directly related to a place but may have the ancillary effect of preventing someone from attending an event in a place of public accommodation. The former is actionable under Section 5; the latter is not. In short, to state a claim under Section 5, a plaintiff must allege that, as a result of a discriminatory action, they were denied access to a public facility – not to a private event that happens to be held at that facility, but to the facility itself.

That distinction is faithful to Section 5's language and makes sense. There is a significant difference between an action that is primarily intended to (and does) exclude a person from using or enjoying a place, and an action that has a different purpose (*e.g.*, suspending a person from a membership group) but may have the incidental effect of excluding a person from a place. Similarly, there is a significant difference between an entity that occupies a facility so comprehensively that it becomes synonymous with the facility, and an entity such as Team Illinois that is just one of many organizations that rents a space during a specified time and then vacates that space to make room for the next renter.

Although resort to federal law is not necessary on this issue, it is noteworthy that, on the facts of this case, the same result would occur under

the standard used by federal courts under the public accommodation provision under Title II the Civil Rights Act, 42 U.S.C. § 2000a(a). In *Welsh v. Boy Scouts of America*, 993 F.2d 1267 (7th Cir. 1993), the Seventh Circuit found that an organization can be a "place of public accommodation" only if it has "a close connection to a specific facility." *Id.* at 1270. The Seventh Circuit set a high bar for what is required to show such a "close connection" and held that "an organization is only a 'place of public accommodation' when the organization functions as a 'ticket' to admission to a facility or location." *Id.* 1272. The Seventh Circuit emphasized the difference between entities such as the YMCA (where membership is confirmed at the front door and admittance permitted only to members) and organizations like the Boy Scouts (which rent space in venues to conduct events). There is no allegation that Team Illinois comes anywhere close to the level ascribed to the YMCA, or functions as a "ticket to admission" to Seven Bridges.

V. This Court Should Provide Guidance Regarding The Standard That Governs The Private Club Exemption.

Neither this Court nor the appellate court have previously examined the private club exemption in 775 ILCS 5/5-103(A) or articulated the legal standards that govern its application. If this case is to be remanded, the Court should provide guidance on the standard that dictates whether a particular location is a "private club."

In the lower courts, the parties disagreed about the proper test. Defendants asked the appellate court to adopt either: (1) the reasoning set

forth in *Gilbert* and *Cut 'N Dried Salon*, both of which focused on a defendant's selectivity in selecting the recipients of services; or (2) the multi-factor test used by some federal courts. *See Gilbert*, 343 Ill. App. 3d at 909-10; *Cut 'N Dried Salon*, 306 Ill. App. 3d at 146; *Welsh*, 993 F.2d at 1276. Plaintiff, by contrast, asked the lower court to adopt a test found in *Knoob Enterprises, Inc. v. Village of Colp*, 358 Ill. App. 3d 832 (5th Dist. 2005).

Defendants respectfully submit that the appropriate test was set forth in *Gilbert* and *Cut 'N Dried Salon*. Although neither decision expressly addressed the private club exemption, the reasoning in those decisions with respect to pre-screening resonates loudly in the context of the private club exemption. *See Gilbert*, 343 Ill. App. 3d at 909-10; *Cut 'N Dried Salon*, 306 Ill. App. 3d at 146.

Gilbert is instructive. In *Gilbert*, a family enrolled with a scuba school. At some point, the scuba school discovered that one of the children in the family had an undisclosed medical condition. The school barred the child from further instruction until the family could provide a doctor's note clearing the child for participation. The family filed suit, alleging that the school was a "place of public accommodation" and its conduct was "unlawful discrimination." The IDHR and appellate court disagreed. In finding that the school was not a "place of public accommodation," the appellate court placed great weight on the fact that the school pre-screened its applicants and only offered services to qualifying members of the public. Thus, the school "did not provide its services

as if one individual was no different from the next." 343 Ill. App. 3d at 910. *See also Cut 'N Dried Salon*, 306 Ill. App. 3d 142 (holding that insurance company was not a "place of public accommodation" because it did not offer insurance to all members of the public, but rather to certain qualified persons).

In the alternative, Defendants respectfully submit the Court may adopt the multi-factor test employed by federal courts (notably, the Seventh Circuit in *Welsh*) with respect to Title II's private club exemption. Under that test, courts examine seven factors to determine whether an entity is a private club: (1) the genuine selectivity of the group; (2) the membership's control over the operations of the establishment; (3) the history of the organization; (4) the use of facilities by nonmembers; (5) the club's purpose; (6) whether the club advertises for members; and (7) whether club is nonprofit or profit. *Welsh*, 993 F.2d at 1276 (*citing United States v. Lansdowne Swim Club*, 713 F. Supp. 785, 796-97 (E.D. Pa. 1989)). The first factor (selectivity) is entitled to the greatest weight. *Id.* While not rooted in the IHRA, this test is drawn from decisions applying the private club exemption under the federal Civil Rights Act, and so shares a common statutory ancestor with Section 5/5-103(A).

By contrast, Plaintiff's proposed option is a non-starter. *Knoob* did not involve the IHRA or its private club exception. *Knoob* was a dispute over whether an establishment needed to obtain a liquor license as a "public accommodation" under Section 5/11-42 of the Illinois Municipal Code, 65 ILCS 5/11-42-10.1, and a Colp Village ordinance. *See Knoob*, 358 Ill. App. 3d at 834.

The definition of "public accommodation" under the Municipal Code is different from that in the IHRA and has a markedly different legislative history. *See id.* at 838-39. Therefore, *Knoob* involved an entirely different statue and an entirely different set of legislative concerns. There is no need to look to *Knoob* for a rule of decision.

CONCLUSION

For the reasons set forth herein, Defendants/Appellants respectfully ask this Court to affirm the trial court's decision and reverse the appellate court's decision.

Dated: March 8, 2023

Respectfully submitted,

By: */s/ Timothy D. Elliott*
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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained in the Rule 341(d) cover, the Rule 341(h)(1) Table of Contents and Statement of Points and Authorities, the Rule 341(c) Certificate of Compliance, the Certificate of Service, and those matters to be appended to the brief under Rule 342(a), is 32 pages.

Dated: March 8, 2023

/s/ Timothy D. Elliott
Timothy D. Elliott

CERTIFICATE OF SERVICE

You are hereby notified that on March 8, 2023, I, Timothy D. Elliott, an attorney, caused to electronically filed with the Clerk of the Illinois Supreme Court through the Odyssey/eFileIL system, the *Brief and Appendix of Defendants-Appellants*. On March 8, 2023 a copy of the foregoing will also be electronically mailed to the following counsel:

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Within five days of acceptance, by the Court, the undersigned certifies that 13 paper copies of the foregoing will be sent to the above court.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements in this instrument are true and correct.

Dated: March 8, 2023

/s/ Timothy D. Elliott
Timothy D. Elliott

NO. 128935

In the

Supreme Court of Illinois

M.U., a minor, by and through her parents, KELLY U. AND NICK U.,

Plaintiff-Appellee,

v.

TEAM ILLINOIS HOCKEY CLUB, INC., an Illinois not-for-profit corporation, and the AMATEUR HOCKEY ASSOCIATION OF ILLINOIS, INC., an Illinois not-for-profit corporation.

Defendants-Appellants.

On Leave to Appeal from the Appellate Court,
Second District, No. 2-21-0568.
There Heard on Appeal from the Circuit Court of the Eighteenth Judicial Circuit,
DuPage County, Illinois, No. 2021-CH-0141.
The Honorable Bonnie M. Wheaton, Judge Presiding.

APPENDIX TO OPENING BRIEF

Dated: March 8, 2023

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ORAL ARGUMENT REQUESTED

TABLE OF CONTENTS FOR APPENDIX

2022 IL App (2d) 210568
No. 2-21-0568
Opinion filed August 19, 2022

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

M.U., a Minor, By and Through Her Parents, Kelly U. and Nick U.,	)	Appeal from the Circuit Court of Du Page County.
Plaintiff-Appellant,	)	
v.	)	No. 21-CH-141
TEAM ILLINOIS HOCKEY CLUB, INC., and THE AMATEUR HOCKEY ASSOCIATION OF ILLINOIS, INC.,	)	Honorable Bonnie M. Wheaton,
Defendants-Appellees.	)	Judge, Presiding.

JUSTICE BIRKETT delivered the judgment of the court, with opinion.
Presiding Justice Bridges and Justice Hudson concurred in the judgment and opinion.

OPINION

¶ 1 Plaintiff, M.U., a minor, by and through her parents, Kelly U. and Nick U., appeals the dismissal under section 2-615 of the Code of Civil Procedure (Code) (735 ILCS 5/2-615 (West 2020)) of her complaint against defendants, Team Illinois Hockey Club, Inc. (Team Illinois), and the Amateur Hockey Association of Illinois (AHAI) (collectively, defendants). The complaint alleged discrimination on the basis of a disability, in violation of the Illinois Human Rights Act (Act) (775 ILCS 5/1-101 *et seq.* (West 2020)). Plaintiff argues that the circuit court erred in concluding that Team Illinois is not subject to the Act. We agree. Therefore, we reverse and remand for further proceedings.

2022 IL App (2d) 210568

¶ 2 I. BACKGROUND

¶ 3 The following facts were gleaned from plaintiff's verified complaint, which we accept as true for purposes of evaluating the circuit court's dismissal pursuant to section 2-615 of the Code. Plaintiff is a high school student and long-time player of hockey in organized hockey leagues and teams. She is also a person with a disability, in that she suffers from anxiety and depression. She has received professional medical and mental health support, and her medical providers approved and encouraged her hockey playing as a means to support her mental health. Over the years, plaintiff's mental health has benefited from the physical activity, structure, and social connections that come with playing on a hockey team.

¶ 4 Prior to the 2019-20 hockey season, plaintiff participated in public tryouts for, and later joined, the "Girls 14U [hockey] team" operated by Team Illinois. Team Illinois is an Illinois nonprofit corporation that operates youth hockey teams as part of AHAI, which is the governing body in Illinois for USA Hockey. Team Illinois offers a variety of activities and services, including club hockey teams, practices, clinics, workouts, team meals, travel opportunities, sessions to review game tape, coaching, and opportunities to play in hockey games and tournaments before family, friends, hockey scouts, and the general public. Relatedly, AHAI is an Illinois nonprofit corporation and affiliate of USA Hockey. It regulates and controls youth hockey leagues and teams throughout the state, including Team Illinois.

¶ 5 Team Illinois "leases and operates the Seven Bridges Ice Arena" (Seven Bridges) in Woodridge, in addition to other related facilities, for its activities and services. Seven Bridges is open to the public and includes "an ice rink with space for spectators, locker rooms, training facilities, concessions, offices for Team Illinois, and other related facilities." Most of Team Illinois's activities, such as hockey tryouts, practices, and games, are held at Seven Bridges.

¶ 6 On November 13, 2019, just prior to hockey practice, plaintiff and her mother informed plaintiff's coach, Larry Pedrie, that plaintiff struggled with mental health and suicidal thoughts. Plaintiff's mother also informed Pedrie that plaintiff had the support of mental health providers and she expressed that hockey was an important and supportive aspect of plaintiff's life.

¶ 7 The next day, November 14, 2019, Pedrie spoke to Mike Mullally, who is both a member of AHAI's board of directors and a director of the central district for USA Hockey. Together, they "agreed *** to banish [plaintiff] from Team Illinois until she was able to participate 100% in Team Illinois Activities." Pedrie then called plaintiff's parents and informed them that, due to her suicidal thoughts, depression, and anxiety, plaintiff was prohibited from participating in Team Illinois activities and events until she could be "cleared by a doctor to return to 100% of Team Illinois activities."

¶ 8 Team Illinois likewise "prohibited [plaintiff] from [having] any contact with Team Illinois players," and it sent an e-mail to the other players and their parents directing them to have no contact with plaintiff. The e-mail stated that plaintiff was removed from any involvement and communication with her teammates until she was back to "the positive, happy, smiling kid that we all know she is." On November 16, 2019, Pedrie reiterated in an e-mail that plaintiff was prohibited from Team Illinois activities until she could "take part 100% in all team activities," including team strength training sessions and practices, as well as attend all games and all other team functions, such as meals, meetings, and video sessions. Two days later, on November 18, 2019, plaintiff's parents had a telephone call with Mullally, who "confirmed that he and [Pedrie] had *** decided to exclude [plaintiff] from hockey" and "reaffirmed the 100% participation requirement as AHAI's position for when [plaintiff] could return to hockey."

¶ 9 Plaintiff was barred from Team Illinois activities until December 11, 2019—after her parents obtained counsel and threatened litigation. In all, plaintiff was prohibited from Team Illinois activities for just under one month. She completed the 2019-20 hockey season with Team Illinois and thereafter began playing hockey for a different youth hockey team within AHAI's purview.

¶ 10 On April 9, 2020, plaintiff filed a charge of discrimination with the Illinois Department of Human Rights (Department), asserting that defendants subjected her to discriminatory treatment because of her disability. In February 2021, after an investigation, the Department dismissed the charge because it found that the claim lacked substantial evidence.

¶ 11 On April 20, 2021, plaintiff timely filed a three-count complaint against defendants, alleging disability discrimination in violation of the Act and seeking damages and injunctive relief. See *id.* § 7A-102(D)(3) (providing that, if the Department concludes that the charge lacks substantial evidence, the complainant may "seek review of the dismissal order before the [Human Rights] Commission or commence a civil action in the appropriate circuit court"). Counts I and II alleged that Team Illinois violated the Act by denying her the full and equal enjoyment of Team Illinois facilities (including Seven Bridges) and services because of her disability or, in the alternative, that she was denied those things because she was perceived by Team Illinois to have a disability. Count III alleged that AHAI, through Mullally, "aided, abetted and/or conspired" with Team Illinois to violate the Act.

¶ 12 On July 7, 2021, defendants moved to dismiss the complaint pursuant to section 2-615 of the Code. They raised three primary arguments. First, defendants asserted that Team Illinois did not constitute a "place of public accommodation" under the Act and, as a result, the Act was inapplicable. Second, defendants argued that, even if there were an underlying violation of the Act,

the complaint did not allege any conduct by AHAI that rose to the level of aiding and abetting. Third, they asserted that permanent injunctive relief, as sought by plaintiff, was unavailable under the Act.[1] Defendants made no argument that plaintiff failed to plead that her civil rights were violated on the basis of unlawful discrimination under the Act.

¶ 13 Plaintiff responded to the motion to dismiss, arguing, pertinently, that Team Illinois was subject to the Act because it leases and operates a public ice arena, which defendants did not dispute is a place of public accommodation. In making this argument, plaintiff heavily relied on *PGA Tour, Inc. v. Martin*, 532 U.S. 661 (2001), where the United States Supreme Court held that the prohibition on disability discrimination in places of public accommodation set forth in the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 *et seq.* (2000)) applied to the tours and qualifying rounds of the Professional Golf Association (PGA).

¶ 14 The circuit court granted defendants' motion and dismissed the complaint. In explaining its ruling, the court stated:

> "I believe that [defense counsel's] arguments are well taken. The leasing of a, or for a specific amount of time, an ice rink, does not convert a private organization into a place of public accommodation. I believe that this case is so far different from the *Martin* case involving the PGA and the other cases involving the NCAA, that those cases do not apply."

The court did not reach defendants' remaining two arguments, which asserted that plaintiff failed to allege facts sufficient to support a cause of action against AHAI for aiding and abetting under the Act and that permanent injunctive relief was not available to plaintiff under the Act. Plaintiff timely filed a notice of appeal.

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[1]Defendants do not raise this argument on appeal.

¶ 15 II. ANALYSIS

¶ 16 Plaintiff asserts on appeal that the circuit court erred in dismissing her complaint under section 2-615 of the Code, because she pleaded facts sufficient to allege a violation of the Act. A motion filed pursuant to section 2-615(a) challenges the legal sufficiency of the complaint based on defects apparent on its face. *Reynolds v. Jimmy John's Enterprises, LLC*, 2013 IL App (4th) 120139, ¶ 25. In essence, the moving party states: "So what? The facts the plaintiff has pleaded do not state a cause of action against me." (Internal quotation marks omitted.) *Grant v. State*, 2018 IL App (4th) 170920, ¶ 12. In examining a section 2-615 motion to dismiss, the court must accept as true all well-pleaded facts and any reasonable inferences drawn from those facts. *O'Callaghan v. Satherlie*, 2015 IL App (1st) 142152, ¶ 18. The court must also construe the well-pleaded facts in a light most favorable to the plaintiff. *Thurman v. Champaign Park District*, 2011 IL App (4th) 101024, ¶ 8. However, the court may not accept as true conclusions of law or fact unsupported by specific allegations of fact. *Pooh-Bah Enterprises, Inc. v. County of Cook*, 232 Ill. 2d 463, 473 (2009). A section 2-615 motion to dismiss should be granted only when it is apparent that no set of facts could be proved that would entitle the plaintiff to relief. *McIlvaine v. City of St. Charles*, 2015 IL App (2d) 141183, ¶ 14. We review *de novo* an order granting a section 2-615 motion to dismiss. *Grant*, 2018 IL App (4th) 170920, ¶ 12.

¶ 17 The Human Rights Act

¶ 18 The Act reflects an effort to secure and guarantee the rights outlined in article I, sections 17, 18, and 19, of the Illinois Constitution (Ill. Const. 1970, art. I, §§ 17-19). 775 ILCS 5/1-102(F) (West 2020). One of the stated goals of the Act is "[t]o secure for all individuals within Illinois the freedom from discrimination against any individual because of his or her *** mental disability *** in connection with employment, real estate transactions, access to financial credit, and the

availability of public accommodations." *Id.* § 1-102(A). The Act is remedial in nature and is construed liberally to achieve its purpose. *Sangamon County Sheriff's Department v. Illinois Human Rights Comm'n*, 233 Ill. 2d 125, 140 (2009); *Arlington Park Race Track Corp. v. Human Rights Comm'n*, 199 Ill. App. 3d 698, 703-04 (1990).

¶ 19 Article 1 of the Act sets forth general provisions as well as a definitions section that is applicable to all portions of the Act. Relevant here, it defines the term "person" as "one or more individuals, partnerships, associations or organizations, labor organizations, labor unions, joint apprenticeship committees, or union labor associations, corporations, the State of Illinois and its instrumentalities, political subdivisions, units of local government, legal representatives, trustees in bankruptcy or receivers." 775 ILCS 5/1-103(L) (West 2020).

¶ 20 Articles 2 through 5 of the Act address the problem of unlawful discrimination in a specific factual context. Relevant here, article 5 governs "public accommodations." It states, pertinently, that "[i]t is a civil rights violation for any person on the basis of unlawful discrimination to" "[d]eny or refuse to another the full and equal enjoyment of the facilities, goods, and services of any public place of accommodation." *Id.* § 5-102(A).

¶ 21 Place of Public Accommodation

¶ 22 The threshold issue presented is whether Team Illinois is subject to the Act. Although plaintiff's argument is somewhat muddled, a close examination of the complaint reveals that she identified two distinct entities that she contends are places of public accommodation that she was denied the full and equal enjoyment of: (1) Team Illinois, as a membership organization, and (2) Seven Bridges. A sampling of passages from plaintiff's appellate brief drives this point home. Plaintiff asserts that "Team Illinois cannot deny or refuse [plaintiff] the 'full and equal enjoyment' of a public hockey arena" (which we presume means Seven Bridges), and she argues that "Team

Illinois cannot deny [plaintiff] the 'full and equal enjoyment' of playing in public hockey games" (which we believe refers to Team Illinois hockey games and competitions). Plaintiff identifies the alleged discrimination as "involv[ing] [plaintiff's] equal enjoyment of facilities and services of a public accommodation: both of Seven Bridges *** and of the athletic organization Team Illinois, which is based in, leases, and operates the ice arena." She also argues that the "plain language of the Act prohibits discrimination by any person involving public accommodations[,] like a hockey arena." The duality of her argument is also a feature of plaintiff's underlying complaint. There, she alleged both that "Seven Bridges *** is a place of public accommodation under the [Act]" and that "Team Illinois, Seven Bridges ***, and other facilities used and controlled by Team Illinois are places of public accommodation." Thus, we reasonably interpret plaintiff's complaint as alleging two distinct civil rights violations under the Act—Team Illinois's denial, on the basis of unlawful discrimination, of plaintiff's full and equal enjoyment of the facilities, goods, and services of (1) Team Illinois, as a place of public accommodation, and (2) Seven Bridges, as a place of public accommodation.

¶ 23 Defendants' arguments in opposition are clearer. In broad terms, defendants assert that plaintiff failed to state a valid cause of action under the Act because she conflates her exclusion from Team Illinois *activities* (like hockey practices and games) with exclusion from the *place* of Seven Bridges. They assert that, while Team Illinois "may have deprived [plaintiff] of her association with her coaches and teammates," she was not barred from using the Seven Bridges facility. They argue that, on the contrary, plaintiff remained free to enter Seven Bridges, watch games, take skating lessons, eat in the concessions area, and skate during free skate—which put her on equal footing with every member of the general public who was not on Team Illinois. In other words, plaintiff was excluded only "from *** participating in Team Illinois activities,"

regardless of whether they occurred at Seven Bridges or elsewhere. They argued that, although Seven Bridges is open to the public, members of the public "do not have *carte blanche* to crash private events," such as Team Illinois practices and games, just because those activities may be held in a public space.

¶ 24 Just as in their motion to dismiss before the circuit court, defendants steadfastly dispute on appeal that Team Illinois is a place of public accommodation. The argument in this respect appears to be twofold. First, defendants argue the obvious—that Team Illinois, itself, is not a *place* at all but rather it is a membership organization. They assert that all of the examples of places of public accommodation listed in section 5-101(A) of the Act are physical places—none are clubs, organizations, teams, and the like. Because Team Illinois is an organization and not a physical place, defendants argue, it is not a place of public accommodation under section 5-101(A). Second, defendants argue that Team Illinois is unlike the examples listed in the Act, because the examples are all places that are open to the general public, without any prescreening or qualifications, and that provide services as if " 'one individual is no different than the next.' " See *Gilbert v. Department of Human Rights*, 343 Ill. App. 3d 904, 909 (2003) (quoting *Cut 'N Dried Salon v. Department of Human Rights*, 306 Ill. App. 3d 142, 147 (1999)). Defendants stress that membership on Team Illinois is not open to simply anyone who signs up, as would be the case for team sports offered by a local park district. Instead, membership is offered by invitation only, to select individuals who pass competitive tryouts, meet the coaches' expectations, and make the significant financial and time commitments necessary to play "in a top competitive travel [hockey] program." In short, defendants maintain that, because Team Illinois has a prescreening process, it is not truly open to the general public and, accordingly, is not a place of public accommodation.

¶ 25 The principles that guide our analysis are well established. In construing a statute, our primary objective is "to 'ascertain and give effect to the legislature's intent.' " *Hobby Lobby Stores, Inc. v. Sommerville*, 2021 IL App (2d) 190362, ¶ 20 (quoting *Lieb v. Judges' Retirement System of Illinois*, 314 Ill. App. 3d 87, 92 (2000)). Our inquiry must begin with the language of the statute itself, given its plain and ordinary meaning, which is the surest and most reliable indicator of legislative intent. *People v. Perry*, 224 Ill. 2d 312, 323 (2007). In determining the plain and ordinary meaning of statutory terms, we consider the statute in its entirety, the subject it addresses, and the apparent intent of the legislature in enacting it. *Blum v. Koster*, 235 Ill. 2d 21, 29 (2009). Where the language used is clear and unambiguous, we must apply the statute as written, without resorting to extrinsic aids of statutory construction. *DeMeester's Flower Shop & Greenhouse, Inc. v. Florists' Mutual Insurance Co.*, 2017 IL App (2d) 161001, ¶ 11. We also may not depart from the plain language of the statute by reading in any exceptions, limitations, or conditions that would frustrate the expressed intent of the legislature. *Blum*, 235 Ill. 2d at 29. With these familiar maxims in mind, we turn to the language of the Act.

¶ 26 The phrase "place of public accommodation" is not expressly defined in the Act. Instead, the Act provides a nonexclusive list of examples:

> "(A) Place of Public Accommodation. 'Place of public accommodation' includes, but is not limited to:
>
> (1) an inn, hotel, motel, or other place of lodging, except for an establishment located within a building that contains not more than 5 units for rent or hire and that is actually occupied by the proprietor of such establishment as the residence of such proprietor;
>
> (2) a restaurant, bar, or other establishment serving food or drink;

(3) a motion picture house, theater, concert hall, stadium, or other place of exhibition or entertainment;

(4) an auditorium, convention center, lecture hall, or other place of public gathering;

(5) a bakery, grocery store, clothing store, hardware store, shopping center, or other sales or rental establishment;

(6) a laundromat, dry-cleaner, bank, barber shop, beauty shop, travel service, shoe repair service, funeral parlor, gas station, office of an accountant or lawyer, pharmacy, insurance office, professional office of a health care provider, hospital, or other service establishment;

(7) public conveyances on air, water, or land;

(8) a terminal, depot, or other station used for specified public transportation;

(9) a museum, library, gallery, or other place of public display or collection;

(10) a park, zoo, amusement park, or other place of recreation;

(11) a non-sectarian nursery, day care center, elementary, secondary, undergraduate, or postgraduate school, or other place of education;

(12) a senior citizen center, homeless shelter, food bank, non-sectarian adoption agency, or other social service center establishment; and

(13) a gymnasium, health spa, bowling alley, golf course, or other place of exercise or recreation." 775 ILCS 5/5-101 (West 2020).

¶ 27 We agree with Team Illinois that it, as an organization, is not a "place of public accommodation" under section 5-101(A) of the Act. Foremost, neither a youth hockey team nor

any type of sports association or organization is specifically enumerated in this section of the Act. Of course, the provided examples are not an exhaustive list of what constitutes a place of public accommodation. Our supreme court has signaled that, if an entity is not expressly listed in section 5-101(A), courts should evaluate whether that particular entity nevertheless qualifies, using the interpretive canon of *ejusdem generis*. *Board of Trustees of Southern Illinois University v. Department of Human Rights*, 159 Ill. 2d 206, 211 (1994); see also *Gilbert*, 343 Ill. App. 3d at 908 ("Where the entity accused of discrimination as a place of public accommodation is not enumerated specifically in the Act, a determination must be made whether it falls into the broad definition of that term ***."); *Cut 'N Dried Salon*, 306 Ill. App. 3d at 147 (describing the use of the *ejusdem generis* canon as a "directive" from the supreme court in interpreting section 5-101(A)).

¶ 28 *Ejusdem generis* is a Latin term that means "of the same kind." Black's Law Dictionary 535 (7th ed. 1999). Under this interpretive canon, "when a statute lists several classes of persons or things but provides that the list is not exhaustive, the class of unarticulated persons or things will be interpreted as those 'others such like' the named persons or things." *Board of Trustees*, 159 Ill. 2d at 211 (quoting *Coldwell Banker Residential Real Estate Services of Illinois, Inc. v. Clayton*, 105 Ill. 2d 389, 396 (1985)), and *Farley v. Marion Power Shovel Co.*, 60 Ill. 2d 432, 436 (1975)). In other words, the "general word or phrase will be interpreted to include only persons or things of the same type as those listed." Black's Law Dictionary 535 (7th ed. 1999). By way of example, "the phrase 'other sports' in a provision referring to 'walking, swimming, biking, running, and other sports' would probably be read to exclude automobile racing." Jay Wexler, *Fun with Reverse* Ejusdem Generis, 105 Minn. L. Rev. 1, 1 (2020).

¶ 29 With the foregoing principles in mind, we conclude that "place of public accommodation" in section 5-101(A) relates to physical, tangible places. Several features of this section inform this conclusion. To begin, we observe that article 5 of the Act prohibits the denial or refusal of the full and equal enjoyment—not of a public accommodation—but rather, of a "public *place* of accommodation." (Emphasis added.) See 775 ILCS 5/5-102(A) (West 2020). The term "place" is not defined in the Act. When a term is undefined, it is assumed that the legislature intended for it to have its ordinary and popularly understood meaning. *Enbridge Energy (Illinois), L.L.C. v. Kuerth*, 2018 IL App (4th) 150519-B, ¶ 43. In such circumstance, it is appropriate to look to dictionary definitions. *In re Marriage of Zamudio*, 2019 IL 124676, ¶ 19. Webster's Dictionary defines "place" as "physical environment" or "physical surroundings." Webster's New Collegiate Dictionary 869 (1981). Indeed, Webster's Dictionary repeatedly defines "place" in terms of spatial location. Thus, a straightforward reading of section 5-102(A) reveals that it concerns the facilities, goods, and services offered by a physical place, rather than some entity that is abstract or intangible.

¶ 30 The list of illustrative examples of a "place of public accommodation" in section 5-101(A) reinforces this interpretation. This section lists 13 categories. All but one category, subpart (7), "public conveyances on air, water, or land") set out specific examples followed by a general residual, or catchall, clause. See 775 ILCS 5/5-101(A) (West 2020). For example, section 5-101(A) provides that a place of public accommodation includes, but is not limited to, "a restaurant, bar, or other establishment serving food or drink." *Id.* § 5-101(A)(2). The same is true for "a senior citizen center, homeless shelter, food bank, non-sectarian adoption agency, or other social service center establishment" (*id.* § 5-101(A)(12)), as well as for the examples listed in 10 other subparts. In total, this section specifies more than 50 examples of entities that are "place[s] of public

accommodation." These examples share a distinctive and unquestionable attribute—they all concern tangible, physical places. One may visit an inn, hotel, or motel (*id.* § 5-101(A)(1)), a restaurant (*id.* § 5-101(A)(2)), a bakery (*id.* § 5-101(A)(5)), a laundromat (*id.* § 5-101(A)(6)), a museum (*id.* § 5-101(A)(9)), or a zoo (*id.* § 5-101(A)(10)), to name just a few. Again, these are places that exist in a tangible, real-world form.

¶ 31 Likewise, the general residual clauses that follow these specific examples are also couched in terms of physical location. For example, a place of public accommodation includes "a motion picture house, theater, concert hall, stadium, or other *place* of exhibition or entertainment." (Emphasis added.) *Id.* § 5-101(A)(3). It also includes "a restaurant, bar, or other *establishment* serving food or drink." (Emphasis added.) *Id.* § 5-101(A)(2). Because the Act does not define the term "establishment," we presume that it is given its ordinary and popularly understood meaning. "Establishment" is defined, pertinently, as "a settled arrangement" or "a place of business or residence with its furnishings and staff." Webster's New Collegiate Dictionary 388 (1981). Indeed, the residual clause in each subpart in section 5-101(A), save for two, includes "establishment" or the phrase "other place" when describing the broad category to which the listed examples belong. Moreover, the categories that feature either term as a catchall utilize them as the subject of the clause. Only subparts (7) and (8) do not use either term. Subpart (8) states that a place of public accommodation includes, but is not limited to, "a terminal, depot, or other station used for specified public transportation." 775 ILCS 5/5-101(A)(8) (West 2020). Here, the word "station" serves as the catchall provision, which, like a "place" or "establishment," refers to a physical, tangible place. A "station" is "a regular stopping place in a transportation route" and "the building connected with such a stopping place." Webster's New Collegiate Dictionary 1128 (1981). Subpart (7), which lists "public conveyances on air, water, or land," no doubt refers to various means of transport. 775

ILCS 5/5-101(A)(7) (West 2020). These, too, reasonably may be construed as physical places within the meaning of section 5-101(A), albeit unfixed to a particular stationary location.[2]

¶ 32 Plaintiff offers no substantive response to defendants' argument that Team Illinois is not a place of public accommodation under section 5-101(A) of the Act. Tellingly, she fails to identify under which subpart in section 5-101(A) she believes Team Illinois qualifies as a place of public accommodation. Instead, plaintiff argues at length that the General Assembly "overturned" *Gilbert* in 2007 by amending section 5-101(A) to largely track the definition of "public accommodation"

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[2]Federal authority on this point is also persuasive. Although the instant matter concerns an Illinois statute, we may consider for guidance "case law relating to federal anti-discrimination statutes." *Lau v. Abbott Laboratories*, 2019 IL App (2d) 180456, ¶ 38. Several federal courts have distinguished between places of public accommodation and membership organizations. *See, e.g.*, *Elitt v. U.S.A. Hockey*, 922 F. Supp. 217, 223 (E.D. Mo. 1996) ("membership organizations such as Creve Coeur Hockey and U.S.A. Hockey do not constitute places of public accommodation" because the ADA concerns "places of public access and does not list membership organizations" (emphasis omitted)); *Brown v. 1995 Tenet ParaAmerica Bicycle Challenge*, 959 F. Supp. 496, 499 (N.D. Ill. 1997) (defendant organizations are not places of public accommodation because they are umbrella groups that organize events and "are closer in identity to a youth hockey or professional football league, which have not been found to be public accommodations"); *Stoutenborough v. National Football League, Inc.*, 59 F.3d 580, 583 (6th Cir. 1995) (the National Football League is not a "place" and therefore not a place of public accommodation). These cases, which all "dealt with member organizations *as organizations*" (emphasis in original and internal quotation marks omitted) (*Tatum v. National Collegiate Athletic Ass'n*, 992 F. Supp. 1114, 1121 (E.D. Mo. 1998)), persuasively refute plaintiff's assertion that Team Illinois is a place of public accommodation.

found in the ADA (see 42 U.S.C. § 12181 (2018)).[3] In her view, the "2007 amendments overturned both *Gilbert* and all of its underlying authority," in favor of the broad interpretation of the ADA as set forth in *Martin*, 532 U.S. 661 (2001).

¶ 33 In *Gilbert*, the appellate court determined that a business offering scuba diving lessons was unlike the entities enumerated in the then-effective section 5-101(A) of the Act and thus was not a public accommodation, because the business prescreened its applicants and offered its services only to qualifying members of the public. In other words, it did not provide its services "as if one individual was no different from the next." (Internal quotation marks omitted.) *Gilbert*, 343 Ill. App. 3d at 909-10. In reaching this conclusion, *Gilbert* cited with approval *Cut 'N Dried*, 306 Ill. App. 3d at 145-47 (applying *ejusdem generis* and concluding that an insurance company is not a place of public accommodation, because it provided services only after prescreening applicants and setting premiums based on each applicant's characteristics), and *Board of Trustees*, 159 Ill. 2d at 211-12 (applying *ejusdem generis* and concluding that an academic program in a public institution is not a place of public accommodation, because the "cited establishments are examples of facilities for overnight accommodations, entertainment, recreation or transportation" and the General Assembly anticipated "a restaurant, or a pub, or a bookstore").

¶ 34 To be sure, defendants cite *Gilbert* in support of the argument that Team Illinois's selectivity and competitive prescreening process removes it from the scope of the Act as a place of public accommodation. However, because we have determined that Team Illinois, itself, is not a place of public accommodation, we need not address defendants' reliance on *Gilbert* or plaintiff's

[3]We presume that this argument is applicable only to plaintiff's assertion that Team Illinois is a place of public accommodation. This is so because the parties do not dispute that Seven Bridges constitutes a place of public accommodation under the Act.

argument that the General Assembly intended to abrogate *Gilbert*. While *Gilbert* and *Cut 'N Dried* assessed whether an entity is a place of public accommodation by evaluating whether the entity used a screening process and whether it provided services to the public as if any one customer is the same as the last, plaintiff offers no authority to suggest that courts are limited to only these features in applying the canon of *ejusdem generis* in evaluating the scope of section 5-101(A). As explained above, the most salient difference between Team Illinois and those entities listed in that section is that Team Illinois is not itself a physical place.[4] This feature, alone, is enough to exempt Team Illinois, the *organization*, from the definition of a place of public accommodation. Put simply, Team Illinois is not a place of public accommodation under the Act—regardless of *Gilbert*. Our analysis does not end there, however.

¶ 35 Plaintiff's second argument, as noted, is that Seven Bridges is a place of public accommodation and that Team Illinois, as a "person" under the Act (775 ILCS 5/1-103(L) (West 2020)), "denied [plaintiff] access to Seven Bridges facilities," which she alleged in her complaint is leased and operated by Team Illinois. Plaintiff frames her reliance on Seven Bridges as a place of public accommodation as "the simplest statutory analysis." This argument is similar to that

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[4]We acknowledge that, when interpreting similar language in the ADA, federal circuit courts of appeal are divided on whether a public accommodation must be a physical place. This issue has most recently surfaced in the context of evaluating whether websites are public accommodations under the ADA. See generally *National Association of the Deaf v. Harvard University*, 377 F. Supp. 3d 49, 57-60 (D. Mass. 2019) (noting that the First, Second, and Seventh Circuits hold that a public accommodation is not limited to physical structures, unlike the Third, Fifth, Sixth, and Ninth circuits, which hold that a public accommodation must be, or have a connection to, a physical place).

offered by plaintiff in her response to defendants' motion to dismiss. There, she asserted that defendants' argument that Team Illinois is not a place of public accommodation was an "attempt to misdirect the Court and turn [the] focus to the immaterial question of whether 'Team Illinois,' *the organization*, is a 'place' of public accommodation." (Emphasis in original.) Plaintiff asserted that, regardless of whether Team Illinois is a place of public accommodation, "[d]efendants cannot dispute that Team Illinois is a 'person' (defined to include organizations) prohibited under the [Act] from 'deny[ing]' anyone 'full and equal enjoyment of places of public accommodation, like [Seven Bridges]."

¶ 36 The parties do not identify, and our research has not revealed, any Illinois case where the defendant was not also the place of public accommodation whose facilities, goods, or services were allegedly denied to the plaintiff. See *Gilbert*, 343 Ill. App. 3d at 907 (concerning "[w]hether respondent is a place of public accommodation"); *Cut 'N Dried*, 306 Ill. App. 3d at 145 (concerning "whether an insurance company falls under the purview of the [Act]" as a place of public accommodation); *Baksh v. Human Rights Comm'n*, 304 Ill. App. 3d 995, 1002 (1999) (concerning "whether a dental office is a 'place of public accommodation' "). As stressed by plaintiff, the General Assembly appears to have patterned the Act after the ADA, most notably in terms of defining what constitutes a public accommodation (compare 775 ILCS 5/5-101(A) (West 2020), with 42 U.S.C. § 12181(7) (2018)) and in prohibiting discrimination in those places (compare 42 U.S.C. § 12182(a) (2018) ("No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."), with 775 ILCS 5/5-102(A) (West 2020) ("[i]t is a civil rights violation for any person on the basis of unlawful discrimination

to" "[d]eny or refuse to another the full and equal enjoyment of the facilities, goods, and services of any public place of accommodation")). In the absence of any Illinois case involving a similar backdrop, and due to the similarity in the statutes, we may look to federal cases for guidance in construing the Act. See, *e.g.*, *In re Appointment of Special Prosecutor*, 2019 IL 122949, ¶ 54 (relying on federal law in construing Illinois's Freedom of Information Act (FOIA) (5 ILCS 140/1 *et seq.* (West 2012)) because "[t]he General Assembly patterned FOIA after the federal FOIA); *Owens v. VHS Acquisition Subsidiary Number 3, Inc.*, 2017 IL App (1st) 161709, ¶ 27 (looking to federal precedent in interpreting a provision in the Illinois Code of Civil Procedure, because it was patterned after a Federal Rule of Civil Procedure).

¶ 37 While Team Illinois is not, itself, a place of public accommodation, that does not necessarily mean that it is immune from liability under the Act. Indeed, persuasive federal authority is clear that athletic organizations may nevertheless be subject to civil rights laws if they exercise sufficient control over a place of public accommodation by, for example, leasing or operating the venue where its public sporting events are held. In *Martin*, 532 U.S. at 669, a professional golfer with a physical disability challenged, under the ADA, a PGA Tour rule that prohibited the use of golf carts in PGA Tour events. The threshold issue was whether the tours and qualifying rounds were subject to Title III of the ADA, which governs public accommodations. *Id.* at 675-76. In answering this question in the affirmative, the United States Supreme Court stated that it was apparent that the PGA Tour's tournaments and qualifying rounds "fit comfortably within the coverage of Title III, and [the golfer] within its protection." *Id.* at 677.

¶ 38 In support, the Court emphasized that the events occur at golf courses, which are specifically enumerated as a public accommodation under the ADA. *Id.* Additionally, the PGA Tour leased and operated the golf courses for its qualifying rounds and tours. Thus, "[a]s a lessor

and operator of golf courses, then, [it] must not discriminate against any 'individual' in the 'full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations' of those courses." *Id.* (quoting 42 U.S.C. § 12182(a) (2000)). The Court explained that the "privileges" offered by the PGA Tour at golf courses were (1) the privilege to observe the competition and (2) the privilege to compete in it. *Id.* The Court stated that, although the latter privilege is "more difficult and more expensive to obtain than the former, it is nonetheless a privilege that [the PGA Tour] makes available to members of the general public." *Id.* at 680. The latter privilege was, itself, supported by the privilege of competing in a three-stage qualifying tournament known as the "Q-School," which was the most common method for a member of the general public to earn playing privileges on the tour. *Id.* at 665, 677. Thus, because the golfer qualified to play in the tour, the ADA therefore prohibited the PGA Tour from denying him equal access because of his disability. *Id.* at 677. Stated differently, the ADA prohibited the PGA Tour from discriminating against not only the spectators at its events but also the competitors themselves. *Id.* at 677, 681. In broad terms, even though the PGA Tour was a private organization and, thus, not itself a place of public accommodation, it was nevertheless subject to the ADA as a lessor and operator of a place of public accommodation—the golf course. *Id.* at 677.

¶ 39 We agree with plaintiff that the analysis of *Martin* translates directly to the instant matter. Like the PGA Tour in *Martin*, Team Illinois is a membership organization that holds competitive sporting events at a place of public accommodation. Like the PGA Tour, which conceded that "its tournaments are conducted at places of public accommodation" (*id.*), Team Illinois does not dispute that Seven Bridges is a place of public accommodation under the Act. Neither "ice rink" nor "ice arena" is listed in the Act as an example of a place of public accommodation. Nevertheless, by application of the interpretive canon *ejusdem generis*, these places are "others such like" a golf

course (also at issue in *Martin*), which is specifically listed as a place of public accommodation under the Act. See 775 ILCS 5/5-101(A)(13) (West 2020) (concerning "a gymnasium, health spa, bowling alley, golf course, or other place of exercise or recreation"). Similar to the PGA Tour in *Martin*, although Team Illinois itself is not a place of public accommodation, it nevertheless is subject to the Act because, as alleged in the complaint, it barred plaintiff on the basis of her disability from participating in Team Illinois events, like hockey games and tournaments, that were held at a place of public accommodation that it leased and operated. Team Illinois, by virtue of its lease and operation of a place of public accommodation, offered the general public at least three distinct services: (1) watching Team Illinois competitions; (2) open tryouts to earn membership on the team; and (3) the opportunity to actually play in competitive hockey games as a member of the team, if selected. Like in *Martin*, even though earning a spot to play in competitive athletics for Team Illinois is distinctly more difficult and expensive than simply watching the team play, it nevertheless is a privilege that Team Illinois makes available to the public at Seven Bridges. See *Martin*, 532 U.S. at 680.

¶ 40 Defendants' attempts to distinguish *Martin* are unpersuasive. They contend that Team Illinois is "very different" from the PGA Tour because Team Illinois has no profit motive. They assert that the holding in *Martin* "was based largely on facts that are limited to highly commercialized sports organizations *** that seek to profit from public participation in their events." Defendants assert that, unlike the PGA Tour, Team Illinois does not charge admission to its games, actively seek lucrative media and advertising contracts, or exhaustively market apparel or products. Thus, in defendants' view, Team Illinois "does not do any of the things that caused the courts to reject the [PGA Tour's] claims." Contrary to defendants' suggestion, the Supreme Court's holding in *Martin* did not turn on the PGA's profit aspirations. Although the district court

had noted the PGA Tour's profit motive, it did so within the context of rejecting the argument that the PGA Tour was altogether exempt from the ADA as a private club. *Id.* at 669-70. As defendants note, the PGA Tour abandoned the argument that it was exempt as a private club in its arguments before both the Ninth Circuit and the United States Supreme Court. *Id.* at 677-78. Indeed, the business aspects of the PGA Tour were simply not mentioned in the Supreme Court's analysis of the statutory language or purpose of the ADA. See *id.* at 675-81.

¶ 41 *Martin* instructs that, once a place constitutes a "place of public accommodation," the service allegedly denied to the plaintiff need not have been available to the general public. The fact that Team Illinois is selective in choosing its members is unimportant because, under *Martin*, a facility does not lose its status as a place of public accommodation merely because entry to the field of play during athletic competitions is limited. *Id.* at 677. Accordingly, because plaintiff earned a coveted place on Team Illinois's roster, it could not then deny her on the basis of her disability the privilege of participation at athletic events held at places of public accommodation, such as Seven Bridges.

¶ 42 Federal courts have since relied on *Martin* to hold that other athletic organizations open to the public and tied to places of public accommodation are subject to the ADA. See, *e.g.*, *Matthews v. National Collegiate Athletic Ass'n*, 179 F. Supp. 2d 1209, 1223 (E.D. Wash. 2001) (stating that "control over an athletic playing field does subject a private entity to Title III of the ADA" and holding that the ADA applies to the National Collegiate Athletic Association (NCAA) "based upon the large degree of control the NCAA exerts over which students may access the arena of competitive college football"); *Nathanson v. Spring Lake Park Panther Youth Football Ass'n*, 129 F. Supp. 3d 743, 749 (D. Minn. 2015) (holding plaintiff plausibly alleged that a youth football association operates a place of public accommodation, because it "hosts football practices, games,

and social events for registered participants" held at public football fields (internal quotation marks omitted)).

¶ 43 Defendants rely on a pre-*Martin* case, *Welsh v. Boy Scouts of America*, 993 F.2d 1267 (7th Cir. 1993), to argue that federal authority supports their position. If anything, *Welsh* supports plaintiff's position. The case concerned whether a private membership organization, the Boy Scouts of America (Boy Scouts), was covered under the public accommodation provisions of Title II of the Civil Rights Act of 1964 (42 U.S.C. § 2000a (1988)). The Seventh Circuit held that the Boy Scouts were not subject to Title II because it was not "closely connected to a particular facility." *Id.* at 1269. Rather, membership in the Boy Scouts entitled a person only "to participate in group interactive activities[,] irrespective of a facility." *Id.* at 1271. In other words, Title II was inapplicable because, on summary judgment, the trial court found that the "typical Boy Scout gathering involves five to eight young boys engaging in supervised interpersonal interaction in a private home" (*id.* at 1272), which the Seventh Circuit stressed was "not the type of facility governed under Title II" (*id.* at 1274). The court also distinguished the Boy Scouts from membership organizations that were subject to public accommodation provisions by noting that, in every case where the organization was subject, it "conducted public meetings in public facilities or operated facilities open to the public like swimming pools, gyms, sports fields and golf courses." Here, plaintiff has not only asserted that Team Illinois maintains a close connection to a tangible facility that constitutes a public accommodation under the Act, but she has also alleged that it is based in, leases, and operates that facility. These allegations were sufficient to bring Team Illinois within the scope of the Act for purposes of evaluating defendants' section 2-615 motion to dismiss.

¶ 44 Aiding and Abetting Liability Under the Act

¶ 45 As noted, count III of plaintiff's complaint was directed against AHAI and alleged a violation of the Act based on the premise that it aided and abetted Team Illinois in unlawful discrimination. Defendants moved to dismiss count III, arguing that plaintiff failed to allege facts sufficient to establish that AHAI aided and abetted Team Illinois. In other words, defendants argued that, even if plaintiff properly alleged that Team Illinois was subject to and violated the Act, she failed to allege any conduct by AHAI that rises to the level of aiding and abetting.[5] The circuit court did not reach this issue because it agreed with defendants that Team Illinois was not subject to the Act and dismissed the complaint. Because the argument raises a legal question that the parties have briefed on appeal, and to assist the circuit court on remand, we will address it in the interest of judicial economy. See *Amalgamated Transit Union, Local 241 v. Illinois Labor Relations Board, Local Panel*, 2017 IL App (1st) 160999, ¶ 69 (addressing, in the interest of judicial economy, an issue likely to reappear on remand).

¶ 46 To state a claim against AHAI under count III, plaintiff had to allege facts to establish that there was an underlying violation of the Act and that AHAI aided, abetted, compelled, or coerced Team Illinois to violate the Act. 775 ILCS 5/6-101(B) (West 2020). A plaintiff adequately pleads that a defendant aided or abetted an unlawful act by alleging the following elements: (1) the party whom the defendant aids must perform a wrongful act that causes an injury; (2) the defendant must be regularly aware of his or her role as part of the overall or tortious activity at the time he or she

[5]We again note that defendants, in moving to dismiss counts I and II, made no argument that plaintiff failed to plead that her civil rights were violated by Team Illinois on the basis of unlawful discrimination under the Act. Because we have already determined that Team Illinois is subject to the Act, we presume for purposes of this issue that Team Illinois's actions amounted to a violation of the Act.

provides the assistance; and (3) the defendant must knowingly and substantially assist the principal violation. *Grimes v. Saikley*, 388 Ill. App. 3d 802, 819 (2009).

¶ 47 We conclude that plaintiff has adequately alleged facts to support that AHAI, through AHAI board member Mullally, aided and abetted Team Illinois in violating the Act. Plaintiff alleged that, on November 14, 2019, Pedrie spoke to Mullally and, together, they agreed to exclude plaintiff from Team Illinois until she was able to fully participate in its activities. She further alleged that, four days later, her parents had a telephone call with Mullally, who "confirmed that he and [Pedrie] had *** decided to exclude [plaintiff] from hockey" and "reaffirmed the 100% participation requirement as AHAI's position for when [plaintiff] could return to hockey." Accepting these allegations as true and drawing all reasonable inferences therefrom in plaintiff's favor, as we must, they adequately present a claim against AHAI of aiding and abetting a violation of the Act. The joint decision suffices for AHAI's knowing and substantial assistance to violate the Act.

¶ 48 Defendants, on appeal, misconstrue the facts alleged in the complaint. They contend that Mullally merely "agreed with Coach Pedrie's decision" and "told [plaintiff's parents] as much during a subsequent telephone call." Defendants' argument suggests that Mullally was a passive listener who happened to agree with Team Illinois's decision. However, this argument attempts to cast the facts in the light most favorable to *defendants*, which is exactly the inverse of the appropriate inquiry in evaluating a section 2-615 motion to dismiss. As stated, Mullally did not just "support[ ], and perhaps encourge[ ]" unlawful discrimination, as defendants argue in their brief. Instead, plaintiff alleged that Pedrie and Mullally jointly decided to remove plaintiff from the team and set the "100% participation" threshold for her return, and she alleged that Mullally

informed plaintiff's parents of the joint decision during a phone call in the days following her removal, which is sufficient to plead an aiding and abetting claim against AHAI under the Act.

¶ 49 III. CONCLUSION

¶ 50 For the reasons stated, the judgment of the circuit court of Du Page County is reversed and the cause is remanded for further proceedings.

¶ 51 Reversed and remanded.

M.U. v. Team Illinois Hockey Club, Inc., 2022 IL App (2d) 210568

Decision Under Review:	Appeal from the Circuit Court of Du Page County, No. 21-CH-0141; the Hon. Bonnie M. Wheaton, Judge, presiding.
Attorneys for Appellant:	Charles D. Wysong, of Hughes, Socol, Piers, Resnick & Dym, Ltd., of Chicago, for appellant.
Attorneys for Appellee:	Timothy D. Elliott and Heather L. Kramer, of Rathje Woodward LLC, of Wheaton, for appellees.
***Amicus Curiae*:**	Barry C. Taylor, Rachel M. Weisberg, and Paul W. Mollica, of Equip for Equality, of Chicago, *amicus curiae*.

ORDER 2021CH000141-156

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

[redacted] A MINOR BY AND THROUGH HER PARENTS KELLY [redacted] AND NICK [redacted]
Plaintiff

-VS-

TEAM ILLINOIS HOCKEY CLUB INC
Defendant

2021CH000141
CASE NUMBER

FILED
21 Sep 13 PM 01: 47
Candice Adams
CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

ORDER

THIS CAUSE coming before the Court on Defendants' Motion to Dismiss, due notice having been given and the Court having been apprised of the premises therein, IT IS HEREBY ORDERED.

1. For the reasons set forth on the record during the September 13, 2021 hearing, Defendants' Motion to Dismiss is granted, and all claims set forth in Plaintiffs' Complaint are dismissed with prejudice.
2. All future dates in this action are stricken.
3. This is a final and appealable order.

Submitted by: TIMOTHY D. ELLIOTT
Attorney Firm: RATHJE WOODWARD LLC
DuPage Attorney Number: 69400
Attorney for: DEFENDANTS
Address: 300 E ROOSEVELT, SUITE 300
City/State/Zip: WHEATON, ILLINOIS, 60187
Phone number: 630-510-4910
Email : telliott@rathjewoodward.com

Entered: Bonnie M Wheaton
JUDGE BONNIE M WHEATON
Validation ID : DP-09132021-0147-34258

Date: 09/13/2021

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

[redacted], a minor, by and through Her parents KELLY [redacted] and NICK [redacted],

Plaintiff,

-vs-

TEAM ILLINOIS HOCKEY CLUB, Inc., and The AMATEUR HOCKEY ASSOCIATION OF ILLINOIS, Inc., and R & R PROPERTIES,

Defendants.

No. 21 CH 141
(Defendant's Motion to Dismiss)

REPORT OF PROCEEDINGS had at the HEARING of the above-entitled cause, before the Honorable BONNIE M. WHEATON, recorded on the DuPage County Computer Based Digital Recording System, DuPage County, Illinois, and transcribed by TRINA M. SPIZZIRRI, Certified Shorthand Official Court Reporter, commencing on the 13th day of September, A.D. 2021.

PRESENT:

MR. CHARLES D. WYSONG,

appeared on behalf of the Plaintiff;

PRESENT: (Cont.)

MR. TIMOTHY D. ELLIOTT,

appeared on behalf of the Defendants.

accommodation for any portion of what they do becomes for all intents and purposes a place of a public accommodation, that can't be the law. That's not what the statute says. It's not the way Illinois courts like Gilbert and Straw have interpreted it and that cannot be the law in Illinois that if you have a private club that has an event in a park or takes public transit to some event or uses an ice rink, a privately-owned ice rink that's open to others for all
10:51AM intents and purposes now the doors are thrown open and you are a place of public accommodation. That can't be the law in Illinois. It's not.

THE COURT: Thank you.

I believe that Mr. Elliot's arguments are well taken. The leasing of a or for a specific amount of time an ice rink does not convert a private organization into a place of public accommodation. I believe that this case is so far different from the Martin case involving the PGA and the other cases
10:53AM involving the NCAA, that those cases do not apply.

As far as the one hundred percent argument is made the requirement is not alleged to have been that she was 100 percent healed, but that [redacted] was able to participate in one hundred percent of the activities of

the club. That is far different from being 100 percent healed. I can't think of any circumstance which would bring the allegations of this complaint properly under the Illinois Human Rights Act. I'm going to grant the motion to dismiss both defendants, and I'm going to make that with prejudice. It will be a final and appealable order. And, Mr. Elliot, you may prepare the order.

MR. ELLIOT: Thank you, your Honor.

10:54AM I would be inclined to simply say for the reasons stated on the record that there is dismissal. Is that acceptable to your Honor and to Mr. Wysong?

THE COURT: That's fine. That's fine.

MR. WYSONG: Yes, your Honor.

THE COURT: Thank you.

MR. ELLIOT: Thank you, your Honor.

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

I, TRINA M. SPIZZIRRI, certify the foregoing to be a true and accurate transcript of the computer based digitally recorded proceedings of the above-entitled cause to the best of my ability to hear and understand, based upon the quality of the audio recording, pursuant to Local Rule 1.03(c).

Trina Spizzirri

Official Court Reporter
Eighteenth Judicial Circuit of Illinois
DuPage County
CSR License No. 084-003968

APPEAL TO THE APPELLATE COURT OF ILLINOIS
SECOND DISTRICT
FROM THE CIRCUIT COURT DUPAGE COUNTY, ILLINOIS

[redacted] a minor, by and through her Parents KELLY [redacted] and NICK [redacted],	)	
Plaintiff-Appellant,	)	**Circuit Court No. 2021-CH-0141**
v.	)	
	)	**Judge Bonnie M. Wheaton**
TEAM ILLINOIS, Inc., and the AMATEUR HOCKEY ASSOCIATION OF ILLINOIS,	)	
Defendants-Appellees.	)	

PLAINTIFF's NOTICE OF APPEAL

An appeal is taken from the order and final judgment of September 13, 2021 by the Honorable Judge Bonnie M. Wheaton. Plaintiff-Appellant [redacted] seeks reversal of the Section 2-615 dismissal with prejudice of her complaint under the Illinois Human Right Act, remand to the trial court for further proceedings and any other relief the court deems appropriate.

Counsel for Plaintiff-Appellant [redacted]

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Firm ID: 96

Counsel for Defendants-Appellees
Team Illinois and Amateur Hockey Association of Illinois

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(630) 668-8500
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Firm ID: 69400

Dated: September 30, 2021

/s/ Charles Wysong

Charles Wysong
Counsel for Plaintiff [redacted]

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312-580-0100
Firm ID: 96

CERTIFICATE OF SERVICE

Pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned attorney, hereby certifies that I caused the foregoing **PLAINTIFF's NOTICE OF APPEAL** to be served on:

Timothy D. Elliott
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(630) 668-8500
telliott@rathjewoodward.com

via email to the email addresses listed above on September 30, 2021.

/s/ *Charles Wysong*

Charles D. Wysong
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Chicago, Illinois 60602
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Firm No. 45667

APPEAL TO THE APPELLATE COURT OF ILLINOIS
SECOND JUDICIAL DISTRICT
FROM THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS E-FILED

Transaction ID: 2-21-0568
File Date: 12/1/2021 3:20 PM
Jeffrey H. Kaplan, Clerk of the Court
APPELLATE COURT 2ND DISTRICT

[redacted] A MINOR BY AND THROUGH
HER PARENTS KELLY [redacted] AND NICK
[redacted]

Plaintiff/Petitioner

Reviewing Court No: 2-21-0568
Circuit Court/Agency No: 2021CH000141
Trial Judge/Hearing Officer: BONNIE M WHEATON

v.

TEAM ILLINOIS HOCKEY CLUB INC
Defendant/Respondent

CERTIFICATION OF RECORD

The record has been prepared and certified in the form required for transmission to the reviewing court. It consists of:

1 Volume(s) of the Common Law Record, containing 92 pages
1 Volume(s) of the Report of Proceedings, containing 61 pages
0 Volume(s) of the Exhibits, containing 0 pages

I hereby certify this record pursuant to Supreme Court Rule 324, this 19 DAY OF NOVEMBER, 2021

Candice Adams

(Clerk of the Circuit Court or Administrative Agency)

CANDICE ADAMS, CLERK OF THE 18th JUDICIAL CIRCUIT COURT ©
WHEATON, ILLINOIS 60187

Table of Contents

APPEAL TO THE APPELLATE COURT OF ILLINOIS
SECOND JUDICIAL DISTRICT
FROM THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

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HER PARENTS KELLY [redacted] AND NICK
[redacted]

Plaintiff/Petitioner

Reviewing Court No: 2-21-0568
Circuit Court/Agency No: 2021CH000141
Trial Judge/Hearing Officer: BONNIE M WHEATON

v.

TEAM ILLINOIS HOCKEY CLUB INC
Defendant/Respondent

COMMON LAW RECORD - TABLE OF CONTENTS

Page 1 of 2

Table of Contents

COMMON LAW RECORD - TABLE OF CONTENTS

Page 2 of 2

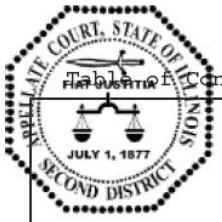

Table of Contents

APPEAL TO THE APPELLATE COURT OF ILLINOIS
SECOND JUDICIAL DISTRICT
FROM THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

[redacted] A MINOR BY AND THROUGH
HER PARENTS KELLY [redacted] AND NICK
[redacted]

Plaintiff/Petitioner

Reviewing Court No: 2-21-0568
Circuit Court/Agency No: 2021CH000141
Trial Judge/Hearing Officer: BONNIE M WHEATON

v.

TEAM ILLINOIS HOCKEY CLUB INC
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REPORT OF PROCEEDINGS - TABLE OF CONTENTS

Page 1 of 1