

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

LAURA MULLEN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

GLV, INC., d/b/a SPORTS
PERFORMANCE VOLLEYBALL CLUB
and GREAT LAKES CENTER, an Illinois
corporation, RICKY BUTLER, an individual,
and CHERYL BUTLER, an individual,

Defendants.

Case No. 18-cv-1465

Honorable Matthew F. Kennelly

**ANSWER AND AFFIRMATIVE DEFENSES TO
PLAINTIFF'S CLASS ACTION COMPLAINT AT LAW**

Defendants GLV, Inc. d/b/a Sports Performance Volleyball Club and Great Lakes Center (“GLV”), Rick Butler (“Rick”), and Cheryl Butler (“Cheryl”), through their attorney, Danielle D’Ambrose of Angelini & Ori, LLC, submits the following for their Answer and Affirmative Defenses to Plaintiff’s Complaint at Law:

NATURE OF THE ACTION

1. Sports Performance Volleyball Club, operated by and through Defendants, is one of the most powerful youth sports clubs in the country. And according to ESPN, its owner, Rick Butler, is the most powerful coach in youth volleyball. Simply stated, Butler has the ability to place the teenage girls he coaches at top college volleyball programs in the Midwest and around the country, and ultimately give them opportunities to pursue the sport beyond college. Unfortunately, for over three decades, Rick has used his position of power to sexually abuse no fewer than six underage teenage girls, and likely many more. USA Volleyball and the Amateur Athletic Union

have both banned Butler, and the State of Illinois has made findings regarding his sexual misconduct with minors.

ANSWER: Defendants admit sentences 1, 2 and 5 but deny the remaining allegations in Paragraph 1.

2. Butler, his wife Cheryl, and GLV (among others) have actively concealed his abuses for years by pressuring his victims—often by threatening to end their futures in the game—to remain silent. Worse, they have persistently intimidated and attempted to discredit the few of his victims brave enough to come forward by exerting emotional and psychological control over them. Such concealment has allowed Defendants to not only to remain in business, but to thrive.

ANSWER: Defendants deny the allegations in Paragraph 2.

3. Defendants have misrepresented or intentionally omitted Butler's history of sexual abuse of teenage girls under his training and supervision. At no time have Defendants or any of their employees given parents or players disclosures regarding the true extent of Butler's sexual misconduct.

ANSWER: Defendants deny the allegations in Paragraph 3.

4. Plaintiff Laura Mullen is the parent of a former player at Sports Performance who sent her child to the organization without knowledge of Butler's history of sexual abuse. Had she and members of the putative Class known that a child sexual predator would coach their teenage daughters, they never would have given money to Defendants and never would have sent their girls to Sports Performance.

ANSWER: Defendants deny the allegations in Paragraph 4.

5. As such, Plaintiff Mullen now brings this suit seeking (1) monetary compensation in the form of fees paid to Defendant GLV as well as statutory penalties; (2) injunctive relief

requiring Defendants to fully disclose to current and prospective players and parents the true nature of Butler's sexual abuse of underage girls; and (3) attorneys' fees and costs.

ANSWER: Defendants admit that Plaintiff brings this suit for seeking the above relief, but denies she is entitled to same.

PARTIES

6. Plaintiff Laura Mullen is a natural person and citizen of the State of Illinois.

ANSWER: Defendants admit the allegations in Paragraph 6.

7. Defendant GLV, Inc., d/b/a Sports Performance Volleyball Club and Great Lakes Center, is a corporation organized and existing under the laws of the State of Illinois with its principal place of business located at 579 North Oakhurst Drive, Aurora, Illinois 60502. It does business in this County and across the State of Illinois.

ANSWER: Defendants admit the allegations in Paragraph 7.

8. Defendant Ricky Butler is a natural person and citizen of the State of Illinois. Defendant Ricky Butler is a co-owner of GLV Inc. and formerly a Director of the Sports Performance Volleyball Program.

ANSWER: Defendants admit the allegations in Paragraph 8.

9. Defendant Cheryl Butler is a natural person and citizen of the State of Illinois. Defendant Cheryl Butler is a co-owner of GLV Inc. and a Director of the Sports Performance Volleyball Club Program.

ANSWER: Defendants admit the allegations in Paragraph 9.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2), because (i) at least one member of the putative Class is a citizen of a state different from the

Defendants, (ii) the amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and (iii) none of the exceptions under the subsection apply to this action.

ANSWER: Defendants admit the allegations in Paragraph 10.

11. This Court has personal jurisdiction over Defendants because they transact significant business in this District, and the unlawful conduct alleged herein was directed to and emanated from this District.

ANSWER: Defendants admit that this Court has personal jurisdiction but deny the allegations of unlawful conduct contained in Paragraph 11.

12. Venue is proper in this District under 28 U.S.C. § 1391(b) because Plaintiff and Defendants reside in this District, and the unlawful conduct alleged herein was directed to and emanated from this District.

ANSWER: Defendants admit that this venue is proper but deny the allegations of unlawful conduct contained in Paragraph 12.

BACKGROUND FACTS

Rick Butler and his Role in the Volleyball Community

13. Participation in competitive club volleyball is growing across the country. Male and female youths participate in the sport (usually) in addition to their traditional high school teams, many with hopes of playing in college and beyond. The youth volleyball scene is extremely competitive. For the players, it is a nearly 365-day a year commitment, with hours every day dedicated to practicing and training. For many in the youth volleyball world, everything else—school, friends, family, socializing, and other normal teenage activities—comes second.

ANSWER: Defendants admit the allegations in Paragraph 13.

14. Rick Butler is a long-time youth volleyball coach based in Aurora, Illinois. Butler

is the leader and creator of Sports Performance—a widely known training program that fields numerous youth volleyball teams for national competitions—and Great Lakes Volleyball Center, one of the sports facility centers that hosts Sports Performances programs and camps. Sports Performance has won dozens of national titles and sent hundreds of students on to Division I schools with full scholarships.

ANSWER: Defendants admit the allegations in Paragraph 14.

15. Sports Performance is considered a “feeder” club to many of the top volleyball programs in the country, including in the Mid-West.

ANSWER: Defendants admit that Sports Performance alums have played for many of the top volleyball programs in the country, including the Mid-West, but are without knowledge or information sufficient to form a belief as to the truth of all remaining allegations in Paragraph 15, and thus deny same

16. Butler’s personal influence with colleges allows him incredible latitude in helping to place players (or keep them from being placed, if he so chooses) at these programs.

ANSWER: Defendants deny the allegations in Paragraph 16.

17. Indeed, as one example, Butler has a special relationship with Michigan State University. The current head coach of the women’s volleyball program there was one of Butler’s coach’s [sic] at Sports Performance during the mid 1980’s (during which Butler was victimizing girls, as discussed below). And her current assistant coach for the women’s program served as the head coach for the Sports Performance Volleyball Club Summer Camp from 2000-2004.

ANSWER: Defendants deny the allegations in Paragraph 17.

18. Not only does Michigan State work with Butler and Sports Performance in identifying potential recruits, at least one Michigan State women’s volleyball coach has, as a proxy

of Butler and Sports Performance, taken an active role in denying the accusations against Butler and discouraging victims from speaking out.

ANSWER: Defendants deny the allegations in Paragraph 18.

19. Due to his far-reaching sphere of influence—one that reaches far beyond Sport Performance’s 66,000 square foot training center—parents and their children seek out Butler’s and Sports Performance’s services hoping they will provide the best opportunities possible. In that regard, over the past three decades, thousands of young girls and boys have participated in clinics and teams at Sports Performance with the hope that, with Butler’s training and endorsement, their futures in volleyball will flourish.

ANSWER: Defendants admit that thousands of athletes have participated in clinics and teams at Sports Performance and are without knowledge or information sufficient to form a belief as to the truth of all remaining allegations in Paragraph 19, and thus deny same.

20. Defendants operate, and the Butlers actively participate in, a variety of camps and clinics around the country. Thousands of youth volleyball players (and their parents) from outside the State of Illinois have engaged with Defendants (either at out-of-state camps, or by traveling to Illinois to participate in camps and on teams) all for the “elite coaching” Defendants claim to provide. Outside of their own complex (Great Lakes Volleyball Center), the Butlers and GLV have received substantial monetary fees for various camps nationwide, including but not limited to camps operated in partnership with the following organizations:

- Benedictine University (Illinois);
- Texas State University (Texas);
- Round Rock Sports Center (Texas)
- North Carolina Xcel Sportsplex (North Carolina);
- Louisiana Team Sportsplex (Louisiana);
- Southern Performance Volleyball Academy (Alabama);
- Southwest Oregon Community College (Oregon);
- Schoolcraft College (Michigan);

- University of Central Florida (Florida);
- VC Nebraska (Nebraska);
- Atlanta Performance Volleyball Center (Georgia);
- V. Sue Cleveland High School (New Mexico);
- Alabama Metro Athletic Center (Alabama);
- University of Michigan Dearborn (Michigan); and
- Illini Elite Volleyball Center.

ANSWER: Defendants admit that they operate a variety of camps and clinics around the country and deny all remaining allegations in Paragraph 20.

Rick Butler's Manipulation and Sexual Exploitation of Underage Girls

21. Butler has sexually abused, as well as physically and emotionally abused, no fewer than six—and on information belief, numerous more—underage girls in his care.

ANSWER: Defendants deny the allegations in Paragraph 21.

22. Each of Butler's victim's stories (with the exception of one young girl who falls outside of Butler's pattern of abuse because she was living with him at the time of the rape), have very similar themes:

- a) The victims were each at the top of their game; rising stars in need of a coach to propel them to the next level and help get them a scholarship to an elite college;
- b) Butler used his position of power as an influential and nationally known volleyball coach to gain leverage over the girls and their parents;
- c) He used abusive emotional, psychological, and physical tactics to shame the girls and put them in vulnerable positions; and
- d) He used abusive emotional, psychological, and physical tactics and intimidation to prevent the girls from stopping the sexual abuse or revealing the abuse to others.

ANSWER: Defendants deny each and every allegation in Paragraph 22.

23. Relying on these vulnerabilities and aspirations, Butler set up an environment of dependency and fear with each teenage girl. By repeatedly telling them that they needed to follow his directives “blindly” in order to succeed, combined with threats of blackballing them from the

sport and physical intimidation, Butler could mold and pressure each girl to his own ends without fear they would reveal what he was doing.

ANSWER: Defendants deny the allegations in Paragraph 23.

24. The best description of this emotional and psychological traps come from one of the victims herself, Christine Tuzi, as she explained it at Butler's closed-door 1995 Ethics and Eligibility Committee Hearing of the United States Volleyball Association:

The question that seems to plague this Committee is why didn't I come forward sooner. The answer is very simple: Fear. When this was happening to me, I was 16 years old.

....
MS. TUZI: Because Butler had a tremendous influence over me, I truly believed that I needed him, that I would have nothing but a wasted life without him. I believed that he could give me everything or he could take everything away from me. I believe that he held my whole future in his hands. All of my dreams and all of my desires to be the best. The fear that he would take everything away if I didn't do what he wanted was my reality, and I lived with my fear every single day and every single practice.

ANSWER: Defendants deny the allegations in Paragraph 24.

25. Below are the stories of the five women who have been brave enough to come forward with the horrific details of what Butler did to them.

ANSWER: Defendants deny the allegations in Paragraph 25.

Sarah Powers-Barnhand

26. In 1981, Sarah Powers-Barnhard was a rising top ranked high school volleyball player and star at Sports Performance. When she first met Rick Butler, she was just 15 years old.

ANSWER: Defendants admit the allegations in Paragraph 26.

27. Butler began his campaign of manipulation and improper conduct toward Sarah by gaining leverage over her. He repeatedly told her he could make her a star as long as she did everything he said. But that without him, she would not succeed. These talks would happen in private, away from her parents and teammates under the guise of discussing team-related issues.

ANSWER: Defendants deny the allegations in Paragraph 27.

28. Butler then started to touch her at inappropriate times, such as on her 16th birthday when he coaxed her into a back stairwell of a gymnasium and hugged her.

ANSWER: Defendants deny the allegations in Paragraph 28.

29. Shortly after she turned 16, Sarah was on a team trip to Syracuse, New York and Canada. Without any parental chaperones, the girls were separated from their family for an extended period of time.

ANSWER: Defendants admit that the team took a trip to New York and Canada and there were no parental chaperones but deny all remaining allegations in Paragraph 29.

30. Along the way, the team stopped at Western Michigan University to practice. When Butler found out Sarah had not followed his exact instructions for a drill, he whipped a volleyball forcefully at the wall making a loud noise and startling everyone in the gym. He then screamed “jesus fucking christ you’re going home on a bus” and demanded that another coach purchase her a ticket immediately.

ANSWER: Defendants admit that the team stopped at Western Michigan University but deny all remaining allegations in Paragraph 30.

31. Because she did not understand what she had done wrong, Sarah spent that night hysterically crying, believing she was being sent home without participating in her team's tournament. She was so upset that the Western Michigan volleyball players she was sharing an apartment with became concerned about her well-being. The next day, presumably as planned, Butler informed her she could stay but that she had to ride in the equipment van to New York—a 16-hour trip—isolated and alone.

ANSWER: Defendants deny the allegations in Paragraph 31.

32. That night, after they arrived and settled into the Syracuse dorms, Butler summoned Sarah to an upstairs private lounge. Once again believing she was being sent home (and this time on a bus all the way back to Illinois), she went to the lounge in a state of panic and terror.

ANSWER: Defendants deny the allegations in Paragraph 32.

33. There, Butler told her “you need to follow me blindly. You're not like everyone else. Even when you don't understand what I'm asking. There can be no exceptions.” Sarah responded “yes” and agreed she would listen to everything he said. At that moment, Butler leaned over and kissed her. At the time, Sarah had no sexual experience and didn't realize or understand what was happening. Her only thought, as likely was Butler's exact plan, was relief that he was no longer punishing her and she wasn't going home.

ANSWER: Defendants deny the allegations in Paragraph 33.

34. On the Canadian part of the trip, Butler twice served alcohol to the entire team and got them intoxicated. Throughout the entire trip, Butler kissed and fondled her.

ANSWER: Defendants deny the allegations in Paragraph 34.

35. Within a week of being back home, Butler invited the team over to his house and served them “tequila sunrises” and again got them intoxicated. Later in the evening, Butler pulled Sarah’s head into his lap and stroked her hair while another player looked on.

ANSWER: Defendants deny the allegations in Paragraph 35.

36. Just days later, Butler summoned Sarah to his house to discuss a “problem on the team.” Expecting his roommate to also be home, Sarah arrived to find Butler home alone.

ANSWER: Defendants deny the allegations in Paragraph 36.

37. After they had some food, Butler grabbed her hand and walked her to the bedroom, undressed her, and proceeded to rape her as she lay motionless in a terrified state. It was painful and resulted in her bleeding. After, Butler was very angry that she had not enjoyed it.

ANSWER: Defendants deny the allegations in Paragraph 37.

38. Unfortunately, this was only the beginning of the sexual abuse that Sarah would suffer. While the incidents number in the hundreds, a few notable acts of abuse are listed here:

- On a team trip to Germany, Butler raped Sarah in the bathroom of a train car, with her entire team nearby.
- On the same trip to Germany, after an issue with their sleeping arrangements, the entire team and Butler were forced to sleep on the floor in one large room. Butler slept next to Sarah and fondled her throughout the night just feet from the other girls.
- Butler, on several occasions, had Sarah watch pornographic movies so she could “learn.”
- Butler regularly used the pretext of talking or meeting about “team issues” to lure Sarah to his car, house, or other secluded locations to sexually abuse her.
- Butler utilized a “secret ring” to avoid detection by Sarah’s parents. He would call her house and hang up after the first ring. This was a known instruction for Sarah to call him back.

ANSWER: Defendants deny each and every allegation in Paragraph 38.

39. Any time Sarah did something that upset Butler off the court, he would punish her during practice. For example, Butler would make Sarah come to his condo building to swim at his pool, and because of the obvious outward inappropriateness of them being seen together in the pool, Butler instructed Sarah to tell anyone who asked that she was his cousin. However, when the teenage lifeguard at the pool took an interest in Sarah and came to Butler's apartment asking about his "cousin," Butler became furious.

ANSWER: Defendants deny the allegations in Paragraph 39.

40. The next day, Sarah opened up her front door to find several photos of her, which she knew had been in Butler's possession, ripped into small pieces on her doorstep. Although she was not yet aware that the lifeguard had approached Butler, Sarah knew that something was wrong and she was terrified by the fact that Butler was clearly upset with her.

ANSWER: Defendants deny the allegations in Paragraph 40.

41. At practice, Butler told her it was her fault, and as punishment, he told her she had to run until she threw up.

ANSWER: Defendants deny the allegations in Paragraph 41.

42. As Sarah approached her senior year, she was a massive star in the volleyball world. Top schools around the country recruited her heavily. Sarah had already committed to a top program in California when Butler surprised her with a meeting at Butler's apartment with Rob Buck, the head coach at Western Michigan University. Butler made clear, as he had for years, that all of Sarah's success was because of him and that any success she had in the future would only come from him. Based on that, Butler insisted that Sarah needed to follow his and Buck's instructions, which was to break her other college commitment and go to Western Michigan. After years of abuse, Sarah had little ability to say no.

ANSWER: Defendants deny the allegations in Paragraph 42.

43. It turned out that Buck happened to be a very close friend of Butler, and unbeknownst to Sarah, they had already agreed that Butler would come up the following year to work with the Western Michigan team. To that end, Sarah soon found out that she was placed in a dorm room with another student-athlete that was having a sexual relationship with Buck. The purpose of this intentional arrangement, set up by Butler and Buck, was to allow them to see both girls without raising any suspicion.

ANSWER: Defendants deny allegations in Paragraph 43.

44. However, when first Butler came to see her at Western Michigan, she'd finally had enough and had gained the strength to try and resist him. She lay on her floor sobbing in front of him, begging him to leave her alone. Butler was furious with her and left.

ANSWER: Defendants deny the allegations in Paragraph 44.

45. Shortly thereafter, Sarah found out that Butler was abusing a new girl at Sports Performance (a sixth girl not described or identified in this Complaint). Sarah's friends who were still on the team called her and told her they'd seen Butler kissing this girl. When he found out they'd been seen, he called a team meeting to tell the girls they had not seen what they thought and threatened them that there would be "problems" if they said anything.

ANSWER: Defendants deny the allegations in Paragraph 45.

46. After hearing of this incident and the other girl, Sarah decided to confront Butler at his home. She told him he was sick and had a problem and he needed to stop doing this to young girls. Butler became angry and threw her out of his house.

ANSWER: Defendants deny the allegations in Paragraph 46.

47. Still, once back at school, Sarah found out that Butler was coming to coach and the new girl would be coming to join the team.

ANSWER: Defendants repeat their denial of the prior allegations regarding “the new girl” and are without knowledge or information sufficient to form a belief as to the truth of all remaining allegations in Paragraph 47, and thus deny same.

48. Sarah went to her coach, Rob Buck, and warned him about Butler coming with a young girl and told him about what Butler had previously done to her. In response, Buck told Sarah to “get the hell out of his office” and said she was “just jealous.”

ANSWER: Defendants repeat their denial of the prior allegations regarding “what Butler had previously done” to Sarah and are without knowledge or information sufficient to form a belief as to the truth of all remaining allegations in Paragraph 48, and thus deny same.

49. Only years later would Sarah find out that Butler had also been abusing two other women (Christine and Beth, detailed below) around the same time period. With each of these girls, Butler was not only hiding the fact of what he was doing from the others, but that he was having unprotected sex with all of them.

ANSWER: Defendants deny the allegations in Paragraph 49.

50. As Sarah was finishing a stellar college career, she was set to fulfill her dreams and play professionally in a newly created league with the heroes she’d watched play her whole life. However, just as soon as the opportunity presented itself, it was ruined. Butler called Sarah and told her he was coaching one of the new teams, the Chicago Breeze, and that he was going to draft her as his “Hometown Draft Pick.” While she begged him not to, he of course did. Thus, in order to play professionally, she had no choice but to again endure being around Butler for six months while he was the coach (the structure of the draft forced her to accept or else not play). During the

time she played for the Breeze, she lied to Butler that she was still taking classes at Western Michigan in order to have an excuse to leave town (and be away from him) for as much time as possible.

ANSWER: Defendants admit that Sarah was drafted to Chicago Breeze and was selected as a regional draft pick, but deny all remaining allegations in Paragraph 50.

51. In recent years, Defendant Cheryl Butler has repeatedly attacked Sarah personally on social media and, on information and belief, Rick and Cheryl have directed younger players to reach out to Sarah to tell her to stop telling her story.

ANSWER: Defendants deny the allegations in Paragraph 51.

Beth Rose

52. Beth Rose is the daughter of Butler's former business partner. For a time in the 1980s, Butler lived with Beth and her mother in their apartment.

ANSWER: Defendants admit the allegations in Paragraph 52.

53. Beth was not a volleyball player, but lived around the sport every day. In fact, she generally despised the sport.

ANSWER: Defendants admit that Beth was not a volleyball player but are without knowledge or information sufficient to form a belief as to the truth of all remaining allegations in Paragraph 53, and thus deny same.

54. Beth's dislike of volleyball was only compounded by Butler's presence in her house. He would either ignore her entirely or, in a similar manner to how Butler treated his players, verbally abuse her. This included body shaming her with comments such as calling her "cottage cheese legs."

ANSWER: Defendants deny the allegations in Paragraph 54.

55. Beth witnessed Butler's players coming to her apartment and disappearing into his bedroom for extended periods of time. Sometimes, she never saw the girls come back out. That's because, consistent with Christine's experience, he'd have them leave out his window. In fact, Beth once conveyed this fact to a police officer after their apartment was broken into and the officer asked why there were so many footprints outside Butler's window.

ANSWER: Defendants deny the allegations in Paragraph 55.

56. One night in 1983, shortly after turning 16, Beth came home early from a party because she was upset. Beth's mother was out of town, and when she arrived, Butler was sitting in the living room with a bottle of vodka at his feet. Seeing she was upset, Butler offered her a drink.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the first sentence in Paragraph 56, thus deny same, and Defendants deny all remaining allegations in Paragraph 56.

57. In a short period of time, Beth consumed a substantial amount of vodka and became very intoxicated. It was then that Butler began to lure her to his bedroom. Beth was so drunk she could barely stand or walk. Because of this, Butler put her feet on his and walked her to the bedroom. There, Butler raped her. Beth was too drunk and too scared to stop him.

ANSWER: Defendants deny the allegations in Paragraph 57.

58. The next morning Beth woke up feeling scared, shocked, and confused. She was in the kitchen when Butler appeared from his bedroom. He sped through the living room and left the apartment without acknowledging her presence. Beth was so afraid she was physically shaking and spilled a glass of milk. He continued to ignore Beth for a week after the assault.

ANSWER: Defendants deny the allegations in Paragraph 58.

59. One week after Butler's assault, Beth confronted him after having drinks with friends. The situation quickly deteriorated and again Butler raped her. While this was happening, Butler told her about how much Sarah (Powers-Barnhard) supposedly liked having sex with him.

ANSWER: Defendants deny the allegations in Paragraph 59.

60. Following this second incident, Beth's home environment became intolerable. Butler became more explosive and demeaning. While he never raped her again, the emotional, verbal, and psychological abuse increased.

ANSWER: Defendants deny the allegations in Paragraph 60.

61. Once Beth turned 17, she moved out of her home in order to get away from Butler. A year and a half later, given an opportunity to move back in with her mom, she did, but immediately moved back out when she found out that Butler might be coming back.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 61, and thus deny same.

62. Years after this incident, as Beth's abuse became public, Defendant Cheryl Butler posted derogatory comments about her on the Facebook page of Christine Tuzi's husband.

ANSWER: Defendants deny the allegations in Paragraph 62.

Christine Tuzi

63. In 1983, Christine Tuzi was in high school and had just been placed on Butler's team at Sports Performance. She was 16 years old.

ANSWER: Defendants admit the allegations in Paragraph 63.

64. Butler began his grooming process immediately upon Christine joining his team. He brought her to a Burger King for a private meeting and asked her what her goals were. She told him she wanted to be a great athlete and play in the Olympics. Following the same script he used

with Sarah, Butler told Christine what would happen if she followed all of his instructions and did exactly what he said.

ANSWER: Defendants deny the allegations in Paragraph 64.

65. Once the season was underway, Butler learned that Christine had a history paper to write on the Vietnam War. Butler, presenting himself a history major, offered to assist. He invited her to his apartment to work on the paper and then they went out for pizza. During that dinner, Butler repeatedly told Christine how special she was, how she could be a volleyball star, and how she needed him to achieve her goals. At the same time, Butler told Christine he had “overpowering feelings” for her.

ANSWER: Defendants deny the allegations in Paragraph 65.

66. After dinner, Butler brought Christine back to his house. Christine hoped that his roommate would be there by the time they returned, but unfortunately, she was not.

ANSWER: Defendants deny the allegations in Paragraph 66.

67. Just after coming into the apartment, Butler grabbed her and forcefully backed her up against the sink in his kitchen, shoved his hand down her pants, and kissed her on the mouth. Christine, shocked and terrified, was too scared to resist or say no.

ANSWER: Defendants deny the allegations in Paragraph 67.

68. Soon thereafter, Butler again took Christine back to his apartment under the pretext that he needed to talk to her about the team. Upon arriving, he led her into his bedroom, laid her down on his waterbed, and raped her. At 16, Christine was a virgin. Despite the pain, Christine was paralyzed in fear. Crying, she stared at Butler’s brown pleather headboard until he was finished. After it was over, he forced her to climb out his window to avoid being seen.

ANSWER: Defendants deny the allegations in Paragraph 68.

69. Following this initial encounter was an endless series of “special practices” and a variety of sexual abuse, assault, and rapes in Butler’s car, his apartment, and even the weight room and the gym.

ANSWER: Defendants deny the allegations in Paragraph 69.

70. Butler would shove Christine’s head into his lap and force her to fellate him. While she often cried in the early incidents, she eventually became detached and distant, simply surviving until it was over.

ANSWER: Defendants deny the allegations in Paragraph 70.

71. Butler kept Christine under his control at all times by ensuring she believed her future and career were dependent on remaining in his good graces. He would tell her that college coaches were always calling about her and how she could make the national team under his guidance. But the threat of him taking it all away was always there. Christine did everything she could to please Butler. And if she didn’t, there were consequences of either a sexual or physical nature.

ANSWER: Defendants deny the allegations in Paragraph 71.

72. Not knowing the truth, Christine’s teammates joked that she was Butler’s “robot”. She was in constant communication with Butler and would respond to his every demand on the court. Little did they know the full extent of his hold over her.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of Paragraph 72, and thus deny same.

73. Butler constantly made his sexual abuse present in Christine’s life. Before practices, he would shove his hands down her pants so he could “smell her through practice.” He told her that any time during practice that he had his hand to his nose, he was thinking of her.

ANSWER: Defendants deny the allegations in Paragraph 73.

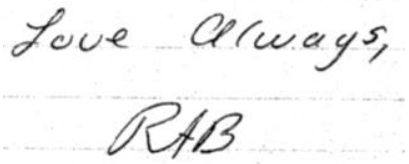
74. Team trips were a constant source of opportunities for sexual abuse. On a team trip to Rhode Island, Butler had Christine ride in the front seat of the bus with him. He placed a pillow on her lap and proceeded to touch her under the pillow as they drove with nearly forty other people in the bus.

ANSWER: Defendants deny the allegations in Paragraph 74.

75. During Christine's junior year, two girls on her team saw Butler kissing a different girl on the team (the same story Sarah heard when she was in college). Christine was at the meeting in which Butler told them the girls were lying. Butler lectured Christine and the rest of the team for an hour, calling the girls that allegedly saw him stupid. When he was done, he made them run until they collapsed. Christine was shocked to find out that he was abusing someone else.

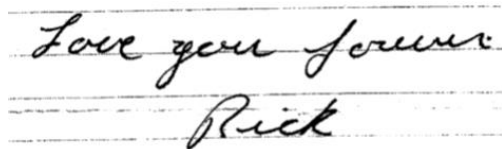
ANSWER: Defendants deny the allegations in Paragraph 75.

76. Butler's abuse went on for several years. Even when they were physically not in the same place, Butler would emotionally control her through phone calls and letters. Butler put his "overpowering feelings" for Christine down in writing on multiple occasions in "love" letters he wrote her. These letters began in 1983 and continued for several years. They include strongly worded statements of "love," but in fact were the undercurrent of Butler's abuse:



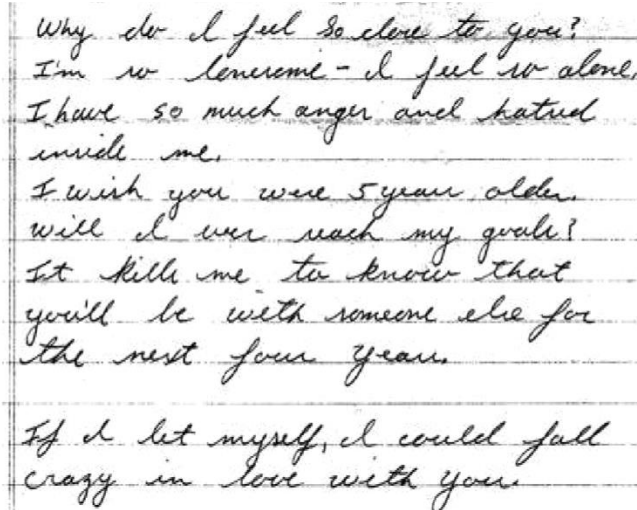
Love Always,
RAB

(July 1984 – Christine is 16 years old)



Love you forever
Rick

(October 1984 – Christine had just turned 17 years old)

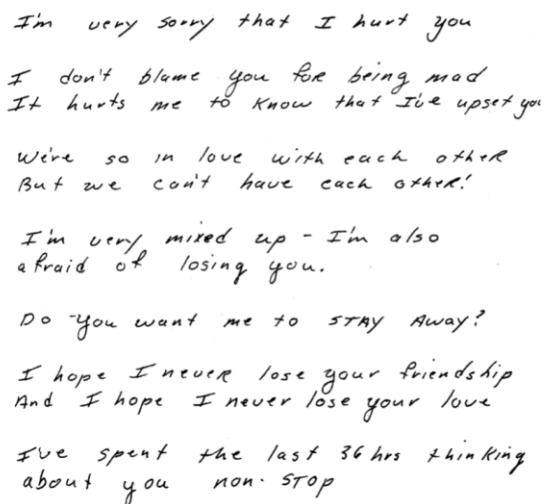


Why do I feel so close to you?
I'm so lonely - I feel so alone.
I have so much anger and hatred
inside me.
I wish you were 5 years older.
Will I ever reach my goals?
It kills me to know that
you'll be with someone else for
the next four years.

If I let myself, I could fall
crazy in love with you.

(April 1985 – Christine is 17 years old)

TO: christine
From: Rick
Re: My Thoughts - part 2



I'm very sorry that I hurt you
I don't blame you for being mad
It hurts me to know that I've upset you

We're so in love with each other
But we can't have each other!

I'm very mixed up - I'm also
afraid of losing you.

Do you want me to STAY AWAY?

I hope I never lose your friendship
And I hope I never lose your love

I've spent the last 36 hrs thinking
about you non-stop

(April 1985 – Christine is 17 years old)

ANSWER: Defendants deny the allegations in Paragraph 76.

77. In one letter, Butler writes that he told Christine “last fall” that “I loved you more than I’ve ever loved anyone, because you’ve been so loyal to me.” In the time period Butler is referencing, Christine was 16 years old:

Why do we grow closer together
when we are apart?

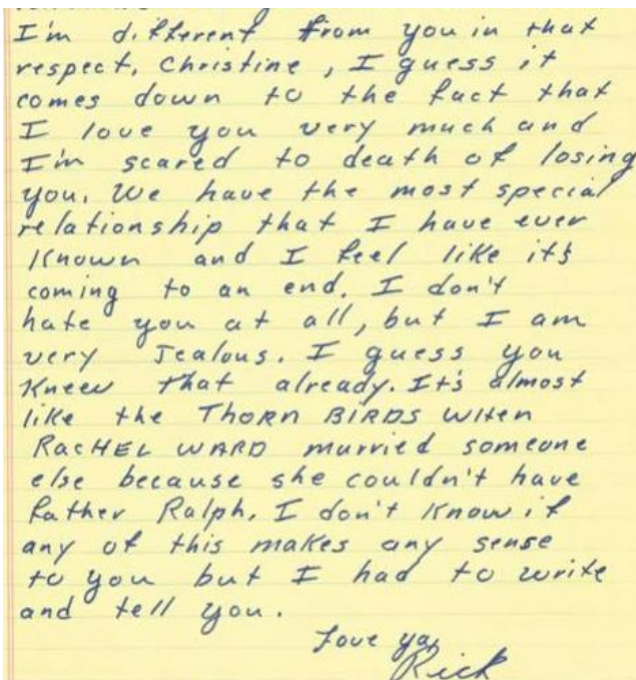
I respect you more than
anyone I have ever known.

Last fall I told you that
I loved you more than
I've ever loved anyone, because
you have been so loyal to
me.

(April 1985 – Christine is 17 years old)

ANSWER: Defendants deny the allegations in Paragraph 77.

78. Finally, in professing his “love” to Christine, and how he is scared he had lost her, Butler references the 1983 TV movie, *The Thorn Birds*, in which a priest and his teenage “ward” have a “tortured romance.”



I'm different from you in that respect, Christine, I guess it comes down to the fact that I love you very much and I'm scared to death of losing you. We have the most special relationship that I have ever known and I feel like it's coming to an end. I don't hate you at all, but I am very jealous. I guess you knew that already. It's almost like the THORN BIRDS when RACHEL WARD married someone else because she couldn't have rather Ralph. I don't know if any of this makes any sense to you but I had to write and tell you.

Love you
Rick

ANSWER: Defendants admit Paragraph 78 only to the extent that refers to an excerpt from an undated letter contained in the Complaint and denies all remaining allegations.

79. Just like with Sarah, Butler even dictated that Christine go to Western Michigan University for college. At the time he forced her into this decision, Butler was expecting to still be a coach there; however, for reasons unknown, by the time Christine got there Butler had been let go. Christine quickly transferred to University of Southern California in an attempt to get further away from him.

ANSWER: Defendants deny the allegations in Paragraph 79.

80. It was there that, after hundreds of unprotected sexual encounters, Butler got Christine pregnant. Although Butler initially denied that he was the father, when he finally conceded responsibility, he told Christine that she had to “get rid of it.”

ANSWER: Defendants deny the allegations in Paragraph 80.

81. He then flew out to California and took her to an abortion clinic down the road from school. After the procedure, he brought her back to a hotel. Once there, with her recovering from a physically and emotionally difficult procedure, he demanded that she masturbate him. In her vulnerable state, she submitted to his request. And if that was not demeaning enough, Butler made her pay for half the hotel room (her food money for the week).

ANSWER: Defendants admit that Rick Butler flew to California to provide financial and emotional support but deny all remaining allegations in Paragraph 81.

82. That was last time Christine had any contact with Butler.

ANSWER: Defendants deny the allegations in Paragraph 82.

83. It wasn't until years later, as Christine and other were coming forward, that Defendant Cheryl Butler called Christine in October of 1994 and threatened to harm her family if she spoke publicly about what happened.

ANSWER: Defendants deny the allegations in Paragraph 83.

Julie Bremner

84. In 1986, Julie Bremner was star [sic] player at Sports Performance and coached by Rick Butler. She was 16 years old at the time.

ANSWER: Defendants deny the allegations in Paragraph 84.

85. From the outset of her participation on his team, Rick Butler started testing and grooming Julie. Butler would regularly make inappropriate sexual comments about other players to her, such as “I wonder if she is a virgin?”, “she’s too tense, she just needs to get fucked”, and “I wonder what she is like in bed.” After making such inappropriate comments, Butler would laugh.

ANSWER: Defendants deny the allegations in Paragraph 85.

86. Starting when she was 16, Butler would make comments directly to Julie, asking her about her sex life, and commenting that he saw her underwear fall out of her gym bag. He would tell her things like he was afraid he would spend the rest of his life by himself, and that no one loves him, followed directly by a request that Julie give him a hug.

ANSWER: Defendants deny the allegations in Paragraph 86.

87. As part of the grooming process, Butler mentally and emotionally abused Julie. During practice one day, Butler kicked the rest of Julie’s team out of the gym and told another player that she had to go stand out in the snow in her “bun huggers” until he was done with Julie. In response, the other player said, “Julie, you know I love you but I am more afraid of Rick” and she went out the door into the freezing cold. The rest of the team left. Butler then told Julie to stand still as he suddenly picked up a desk and threw it at her. He instructed her to keep her hands at her sides and not protect herself. Because she was fearful of even worse consequences, she obeyed him. The reason for this terrible treatment: Butler didn’t agree with her setting choice.

ANSWER: Defendants deny the allegations in Paragraph 87.

88. Butler forbade Julie and the other girls from going to dances and parties and to make close friends. And going against his wishes would be taken out on Julie, or worse yet, her teammates.

ANSWER: Defendants deny the allegations in Paragraph 88.

89. He would constantly body shame Julie and other girls, telling them they had to “make weight” at impossible levels. Julie would skip meals and always feel hungry. She regularly heard teammates throwing up in the bathroom before being weighed.

ANSWER: Defendants deny the first sentence of Paragraph 89 and are without knowledge or information sufficient to form a belief as to the truth of all remaining allegations in Paragraph 89, and thus deny same.

90. On several occasions, Julie witnessed or was herself subjected to the “pit” drill, in which Butler or another coach would spike balls at a player repeatedly. While this drill is not abnormal in volleyball as defensive training, in Butler’s version of it, the girl in pit never gets out. Instead, balls would repeatedly be hit at them until they could no longer get their arms up to defend themselves and would give up in exhaustion.

ANSWER: Defendants admit that Butler or other coaches conducted the “pit” drill during practices but deny all remaining allegations in Paragraph 90.

91. On one occasion, the girl in the “pit” was so exhausted that she hyperventilated and wet herself on the court.

ANSWER: Defendants deny the allegations in Paragraph 91.

92. Julie was also aware of another girl passing out and wetting herself on the court, at which point her teammates carried her off the court and showered her.

ANSWER: Defendants deny the allegations in Paragraph 92.

93. Butler first initiated sexual contact with Julie during a team trip to Japan in 1987. There were no parental chaperones. While at the hotel, Butler summoned Julie to his room for what she thought was a setter's meeting. When she entered she found Butler lying on the ground wearing only a bathrobe.

ANSWER: Defendants deny the allegations in Paragraph 93.

94. He asked her to sit down beside him and after a few moments began to kiss and touch her. He shoved his tongue in her mouth and his hand up her shirt. Frozen in fear, Julie asked why he was doing this, to which he replied, "because I can" and "because I know someone might come back in the room soon, so it was now or never." Butler was someone Julie trusted implicitly, and couldn't understand why he was doing this to her. She was disgusted by what was happening, but felt unable to stop him. Butler repeatedly made it clear to Julie that he was very powerful and people would believe him, not her. Julie believed what he said and was too scared to speak up.

ANSWER: Defendants deny the allegations in Paragraph 94.

95. Shortly after returning from Japan, while Julie was still 17, Butler called another "meeting." He told her they couldn't be seen together in public because "people would talk" and so they had to meet at a hotel. This made Julie very uncomfortable, but she felt compelled to follow his instructions and he told her they'd only be there to talk.

ANSWER: Defendants deny the allegations in Paragraph 95.

96. In the room, Butler forced himself on her. He removed her pants and his own and held down her arms. She tried to resist and insisted she didn't believe in sex before marriage. She pleaded with him to stop, but to no avail. Butler then raped Julie. It was incredibly painful and caused her to bleed significantly.

ANSWER: Defendants deny the allegations in Paragraph 96.

97. Butler continued to repeatedly take advantage of Julie sexually for the next one and half years. In the same manner as Christine, he would shove Julie's head and mouth down on his erect penis until she choked, had tears in her eyes, and couldn't breathe. And in the same way as Sarah, he made Julie watch pornographic movies so she could "learn." He made her watch him masturbate while he watched the pornographic movies and forced her to do the same.

ANSWER: Defendants deny the allegations in Paragraph 97.

98. During her junior year, on a team trip to Nationals in New Mexico, Butler raped Julie in his hotel room in the morning just before their first game.

ANSWER: Defendants deny the allegations in Paragraph 98.

99. Butler would force himself on Julie in his car, at his apartment, and at hotels. On one occasion, he tried to sodomize her, but she was screaming so much that he stopped out of fear of others hearing.

ANSWER: Defendants deny the allegations in Paragraph 99.

100. During these unwanted encounters, Butler would tell Julie about his other sexual contact with Sports Performance players, including Christine, Sarah, and others. He told Julie he was telling her these specific and graphic stories (including the story of him raping Sarah on the train in Germany) because he thought it would "turn her on."

ANSWER: Defendants deny the allegations in Paragraph 100.

101. To this day, Julie experiences stomachaches, nightmares, sleeplessness, headaches, and unexplained emotional outbursts all as a result of the sexual abuse at the hands of Butler.

ANSWER: Defendants deny the allegations in Paragraph 101.

102. Rick and Cheryl Butler threatened Julie to keep her silent about what happened. When Julie first came forward twenty years ago, Butler called her and told her he owned a gun

and he knew how to use it.

ANSWER: Defendants deny the allegations in Paragraph 102.

103. More recently, Butler had the message conveyed to Julie that if she spoke out against him, his “lawyers would take everything she owned and leave her family with nothing.”

ANSWER: Defendants deny the allegations in Paragraph 103.

Jane Doe

104. Jane Doe was a star volleyball player who played for Butler and Sports Performance in the 1980s.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 104, and thus deny same.

105. When Jane was only starting her sophomore year in high school—making her years younger than the other known victims of Butler’s abuse—she began training with Butler. Consistent with Butler’s pattern of grooming, he targeted Jane as a rising star and told her she was going to be moving up quickly in the program.

ANSWER: Defendants deny the allegations in Paragraph 105.

106. The training immediately became very intense and isolating. Butler would repeatedly break Jane down and then build her back up by telling her that only he could make her a star and that she needed to do everything he instructed.

ANSWER: Defendants deny allegations in Paragraph 106.

107. Jane had never been in a training environment like the one Butler created and did not know what was normal. As such, one day after practice when he offered to drive her home, Butler took full advantage of Jane’s vulnerability and told her she was too sweaty to go home and she should stop at his apartment and take a shower. Fearful and confused, she did.

ANSWER: Defendants deny the allegations in Paragraph 107.

108. She went into his bathroom and began to shower. Shortly thereafter, Butler entered the shower and raped her. Jane was shocked and terrified and did not know what to do.

ANSWER: Defendants deny the allegations in Paragraph 108.

109. That was only the first of over 40 incidents of rape and sexual abuse suffered by Jane.

ANSWER: Defendants deny the allegations in Paragraph 109.

110. Butler would bring her to his apartment, into the weight room, and tried to get her to hotels such as the Sybaris Suites (a hotel infamous for “romance” and heart shaped hot tubs in the rooms) all for the purpose of sexually abusing her. Each time it was done under the “official” pretext of volleyball, with messages like “we need to talk about training.”

ANSWER: Defendants deny the allegations in Paragraph 110.

111. On team trips, Butler would summon her to his hotel room for a “meeting,” where he would be waiting in a bathrobe or a towel.

ANSWER: Defendants deny the allegations in Paragraph 111.

112. During practices, Butler would make lewd comments to her. For example, similar to Christine, during drills Butler would approach Jane to give her a correction and quietly say that he wanted to “taste” her as he walked away. For the longest time, Jane simply didn’t even understand what that meant.

ANSWER: Defendants deny the allegations in Paragraph 112.

113. Jane was terrified to say no to anything he asked. She feared Butler at a level that made her unable to avert the situation. Not only did Butler hold her future over her head, he physically abused her on the volleyball court. It was after particularly brutal practices that Butler

would often choose to sexually abuse and rape Jane. Strategically selecting times when she was physically and mentally destroyed and her fear of Butler was at its peak.

ANSWER: Defendants deny the allegations in Paragraph 113.

114. By her junior year, the sexual and mental abuse was happening constantly and she lived in fear of Butler. Butler told her he loved her and wanted to run away together. Butler would write her love letters and make her write letters to him.

ANSWER: Defendants deny the allegations in Paragraph 114.

115. Butler threatened Jane her senior year. By that point, she was a high profile player and he told her that if she left the club or told anyone about what he had done, he'd blackball her from the sport.

ANSWER: Defendants deny the allegations in Paragraph 115.

116. Soon thereafter, Jane summoned enough bravery to stand up to Butler and got him to stop the abuse. After that, he no longer spoke to her, but treated her brutally on the court in retaliation. While the sexual abuse subsided, the mental and physical abuse only got worse.

ANSWER: Defendants deny the allegations in Paragraph 116.

117. Years later, in 1995, as others began to come forward to tell their stories of abuse to USA Volleyball, Defendant Cheryl Butler called Jane and threatened her to keep quiet. Jane was terrified for her safety and therefore did not come forward at that time.

ANSWER: Defendants deny the allegations in Paragraph 117.

Rick Butler's Conduct Has Been Confirmed Through Multiple Official Proceedings

118. Butler's conduct has been examined through multiple proceedings, including one before the State of Illinois. Each reviewed documents and testimony and concluded, unequivocally, that Butler sexually abused at least three teenage girls that he was coaching at the

time.

ANSWER: Defendants admit the allegations in the first sentence but deny all remaining allegations in Paragraph 118.

USA Volleyball Ethics and Eligibility Committee of the United States Volleyball Association

119. In 1995, Christine, Julie, and Sarah all came forward to share their stories of abuse. This eventually led to a formal hearing before the Ethics and Eligibility Committee of the United States Volleyball Association. This comprehensive hearing included oral and written testimony from all three women, as well as from Butler and a variety of witnesses of his choosing. All of those present were represented by counsel. The hearing was private and closed to the public. The findings and testimony have not been widely made public or available.

ANSWER: Defendants admit that a private hearing took place before the United States Volleyball Association and that Rick Butler was represented by counsel but deny all remaining allegations in Paragraph 119.

120. Butler took the position throughout the hearing that USA Volleyball did not have the authority to punish him, and for that matter, it was unclear what he'd even done wrong that would require punishment. He argued that USA Volleyball did not have rules that prevented a coach from having sex with a teenager, a minor, or a player.

ANSWER: Defendants admit that Paragraph 120 to the extent that it purports to paraphrase legal arguments made at the USA Volleyball hearing.

121. Despite these arguments, the Committee reached the following conclusions:

The Committee reviewed all documents submitted to it and heard all testimony relating to the charges before it. After considering the written and oral evidence, the Committee makes the following findings of fact:

1. Beginning in 1981, Rick Butler had unprotected sexual intercourse and a subsequent physical and emotional relationship with 16 year old Sarah Powers (now Barnhard) while she was a junior volleyball player with a program in which Mr. Butler was a strength coach and at least a substitute volleyball coach. That experience caused Ms. Powers to lose her virginity.

2. Beginning in 1984, Rick Butler had unprotected sexual intercourse and a subsequent physical and emotional relationship with 16 year old Christine Brigman (now Tuzi) while he was coaching her as a junior volleyball player. That experience caused Ms. Brigman to lose her virginity.

3. Beginning in 1987, Rick Butler had unprotected sexual intercourse and a subsequent physical and emotional relationship with 17 year old Julie Bremner while he was coaching her as a junior volleyball player. That experience caused Ms. Bremner to lose her virginity.

4. The act by a coach of having sexual intercourse with a junior volleyball player entrusted to his care constitutes such immorality, lack of judgment, and unacceptable behavior as to cause the United States Volleyball Association, at minimum, public embarrassment and ridicule by its merely having taken place.

ANSWER: Defendants admit that Paragraph 121 to the extent that it purports to contain findings of fact from the USA Volleyball hearing and deny all remaining allegations in Paragraph 121.

122. As part of this finding, USA Volleyball banned Butler from membership in the organization for life. Five years after this 1995 hearing, USA Volleyball partially lifted its ban.

ANSWER: Defendants admit the allegations in Paragraph 122.

Administrative Hearing Before the Illinois Department of Children and Family Services

123. At approximately the same time, the Illinois Department of Children and Family Services conducted an investigation of Butler based upon numerous interviews. Based on that investigation, the Department determined that “credible evidence supported an indicated report of abuse.”

ANSWER: Defendants deny that the investigation was “based upon numerous interviews” but admit the remaining allegations in Paragraph 123.

124. Thereafter, Butler appealed the Department's finding and sought to expunge the indicated report from the records of the State Central Register on the grounds that it was inaccurate.

ANSWER: Defendants admit the allegations in Paragraph 124.

125. In December 1995, a non-public hearing was held before an administrative law judge of the Illinois Department of Children and Family Services (*In The Matter Of Rick Butler, Docket No. 95-A-152*). A variety of evidence and testimony was presented both in support of and against Butler.

ANSWER: Defendants deny the allegations in Paragraph 125.

126. Following the hearing, the administrative law judge made the following findings in a 37 page Recommendation and Opinion of Administrative Law Judge:

FINDINGS OF FACT AND DISCUSSION

The administrative law judge, after reviewing all of the evidence, makes the following findings of fact:

9. The appellant had sexual relationships with at least three players, Sarah Powers, Julie Bremner, and Christine Tuzzi, in the years when they were sixteen and seventeen when he was their coach.
12. The appellant admits that he had sexual relations with the girls but denies this occurred while they were minors. His denial is not credible.

is a factor to be considered. Having considered that factor, the administrative law judge rejects it as evidence the appellant does not pose a risk to present players. The appellant did not conduct his sexual activities in public places. Additionally the fact that the appellant did not engage in sexual relations with every single player on his team over a period of years is not evidence that he did not do so with a few selected individuals. No one accused of sexual activity has sexual relations with every individual with whom the accused comes into contact.

The most compelling evidence is the testimony of Christine Tuzzi who in detail testified as to her sexual relationship with the appellant. His contention that he did not have sexual relations with these girls until they were eighteen and he was no longer their coach is not credible in light of the testimony of Christine Tuzzi, the corroboration by Kay Rogness, and the complaints of the other two players. It is noted that the appellant did not contend that these girls had a motive to conspire and fabricate allegations against him. No evidence would support him as a coach and mentor. He used his authority and ability to make girls "the best" players and award scholarships in order to have sexual relationships with them.

RECOMMENDATIONS

In applying the law to the facts in this situation, the administrative law judge must render a reasonable decision based upon all of the evidence. In addition, the Department bears the burden of proving the accuracy and consistency of the record in accordance with the provisions of paragraph 5/7.16 of the Abused and Neglected Child Reporting Act. The administrative law judge is convinced that the Department has carried the burden of proof of demonstrating by a preponderance of the evidence that the appellant's actions constitute child abuse. Therefore, it is recommended the appellant's request for expungement from the State Central Register be denied and the case remain indicated.

ANSWER: Defendants admit that Paragraph 126 to the extent that it purports to contain selected excerpts from a Recommendation and Opinion of Administrative Law Judge.

2018 Disciplinary Actions

127. In January 2018, USA Volleyball reinstated its lifetime ban of Butler:

A hearing panel of the USA Volleyball Ethics and Eligibility Committee today issued a decision finding that Rick Butler had engaged in multiple acts in violation of USA Volleyball's Bylaws, and banned him for life from membership in USA Volleyball. USA Volleyball had received allegations of misconduct and abuse against Mr. Butler from a number of individuals, including several former players, which led USA Volleyball to bring a disciplinary action against Mr. Butler for violation of USA Volleyball's Bylaws and rules. A hearing was held on those allegations on January 8, 2018. Since Mr. Butler is now suspended for life, this means that he is ineligible to participate, and will forever be ineligible to participate, in any activities organized, operated, run or sanctioned by USA Volleyball.

ANSWER: Defendants admit Paragraph 127 to the extent that USA Volleyball issued a lifetime ban of Butler in 2018 but deny that it was a reinstatement of the 1995 ban.

128. Then, in February 2018, the Amateur Athletic Union ("AAU") also banned Butler

for life. In a statement, the AAU said:

When claims of misconduct arise involving our members, the AAU Code provides for a review procedure to ensure due process to all concerned. This procedure recently concluded with regard to claims of misconduct against AAU member, Rick Butler.

As a result of the review, the AAU determined that as of today, February 9, 2018, Mr. Butler is no longer a member of the AAU. His membership has been voided and he is permanently disqualified from participating in any activity involving the AAU.

ANSWER: Defendants admit the allegations in Paragraph 128.

129. The AAU ban was immediately followed by an “indefinite suspension” by the Junior Volleyball Association, an organization that Butler helped create.

ANSWER: Defendants admit the allegations in Paragraph 129.

Butler Continues to Attend Tournaments Even After Ban

130. In the weeks following Butler’s bans and indefinite suspension, Butler attended a JVA sanctioned tournament at the Great Lakes Center.

ANSWER: Defendants admit the allegations in Paragraph 130.

131. He was viewed standing by the court that one of his teams was playing on and was in direct physical proximity to multiple young female volleyball players.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of Paragraph 131, and thus deny same.

132. On information and belief, Butler continues to coach youth players.

ANSWER: Defendants admit the allegations in Paragraph 132.

The Butlers’ Attempts to Silence and Intimidate Victims

133. The Butlers, both Rick and Cheryl, have taken steps for years to threaten and intimidate the women that have come forward, those that have not yet come forward, and the other

girls who had knowledge of what was going on. As described above, Rick Butler made clear to each girl he abused that if they revealed the truth or tried to stop him there would be dire consequences socially, physically, sexually, and for their future. They would be kicked off the team, embarrassed in front of their teammates, viewed as a failure by their parents, lose their scholarships, not go to college, and not play on the national team. They would be punished on the court physically through torture at practice, and off the court through more and worse sexual abuse.

ANSWER: Defendants deny the allegations in Paragraph 133.

134. Once the women left the program and were out from under Butler's control, the message was still made clear. Defendant Cheryl Butler would make phone calls threatening unknown consequences for coming forward and speaking out. Butler also reached out to threaten their livelihoods, their financial stability, and even their physical well-being. Each of these women knew first hand what Rick was capable of, and the unknown nature of his and Cheryl's threats terrified them. To this day, each still fears the Butlers.

ANSWER: Defendants deny the allegations in Paragraph 134.

The Butlers' "Our Story" Document

135. On February 13, 2018, Cheryl Butler published a document online at <https://our-story.online>. For unknown reasons, it was publically available online for approximately 10 hours and, at the time of filing, is inaccessible. However, during that time, Cheryl distributed it via email to numerous people and shared the link online.

ANSWER: Defendants admits the allegations in Paragraph 135.

136. Cheryl's document sets forth many arguments she and Rick have relied on for decades: (1) the allegations against Butler are the creation of his former business partner; (2) that because the victims supposedly had contact with Butler after the abuse, they must be lying about

what Butler did to them; and (3) Butler and Cheryl have both passed numerous polygraph tests that prove his innocence.

ANSWER: Defendants admit the allegations in Paragraph 136.

137. Amazingly, among all the assertions made in the document, Cheryl and Butler never clearly and unequivocally deny that Butler had sex with minor players under in his care. In fact, to the contrary, both Cheryl and Butler acknowledge that something improper happened in the 1980s. But, as is Butler's custom, he simply points to the fact that it was a "different time":

In 1994 some very serious allegations were made against me from the 1980's. While the 1980's were a completely different time and era in the sport of volleyball and life in general, with very different laws in place and virtually no rules or guidelines regarding the coaching profession, there is no question I could have used better judgment in my early years of coaching. Since

merely on allegations that are 30 years old. We are quickly becoming a society of "guilty before proven innocent". Rick will be the first to admit that he made some poor decisions when he was much younger. He was very open and honest with me when we first started a serious relationship in 1991. Since the time we have been together he has been a loving husband and

ANSWER: Defendants admit the excerpts in Paragraph 137 are from the "Our Story" document, however, deny that they accurately represent "all the assertions" made in the document.

Cheryl's Statements Regarding Official Proceedings

138. In the "Our Story" document, Cheryl grossly misrepresents the officials [sic] proceedings that reviewed Butler's conduct in 1995:

the abuse in the Sports Performance program. In 1995, USA Volleyball didn't spend any time investigating or challenging the allegations. They just took the statements from the accusers, scheduled and held a hearing and then suspended Rick. The adoption investigation was much more thorough and was overseen by a judge. In his report to the judge, the investigator who

It should be noted that after the allegations were made against Rick in 1994, the Illinois DCFS conducted an investigation of the Sports Performance program and spoke with the players that Rick was training at the time. That investigation found nothing at all regarding any type of inappropriate behavior. The DCFS investigator told Rick that they were not going to make

ANSWER: Defendants deny the allegations in Paragraph 138.

139. The USA Volleyball hearing was several hours long, allowed Butler, who was represented by a lawyer, to speak for over 90 minutes, present witnesses in support of his position, submit documentation, and cross-examine the victims at length.

ANSWER: Defendants deny the allegations in Paragraph 139.

140. Regarding the Illinois DCFS proceedings, Cheryl's statement above is simply false. As noted above, the Illinois DCFS administrative law judge found conclusive and credible evidence that Butler had sex with Christine, Julie, and Sarah when they were minors, that his actions constituted child abuse, and that he posed a present threat to other minors:

9. The appellant had sexual relationships with at least three players, Sarah Powers, Julie Bremner, and Christine Tuzzi, in the years when they were sixteen and seventeen when he was their coach.

ANSWER: Defendants deny the allegations in Paragraph 140.

The Butlers Deceptive Polygraphs

141. For years, and throughout the Our Story document, Cheryl claims she and Butler have taken six polygraphs that disprove the victims' claims. Prior to her posting this document, no underlying questions for these tests were publically known. Now, the content of three of those tests are known, while three remain a mystery (even though Cheryl makes specific representations based on those unknown tests).

ANSWER: Defendants admit the allegations in Paragraph 141.

142. For those that were briefly made public, the questions make clear that the tests do not demonstrate any amount of innocence for the Butlers.

ANSWER: Defendants deny the allegations in Paragraph 142.

143. For example, in December 7, 1999, Butler took a polygraph in which he was asked questions about his personal and business relationship with his former partner. None of the questions pertain to Butler sexually abusing underage girls on his team.

ANSWER: Defendants admit that Butler took a polygraph test in December of 1999 in which he was asked questions about his personal and business relationship with his former partner but deny all remaining allegations in Paragraph 143.

144. Also in December 1999, Butler took a polygraph regarding Christine. Only two questions pertained to sexual contact:

1. In 1984 when Christine Brigman came to your apartment for assistance on a term paper about Vietnam, did you have sexual intercourse with her as she claims?

Answered (No)

5. Did you continue to have a physical relationship with Christine Brigman in 1989 & 1990?

Answered (Yes)

ANSWER: Defendants admit the allegations in Paragraph 144.

145. While the first question appears to address the issue of Butler have sex with Christine as a minor, it is qualified with the phrase “as she claims,” allowing Butler to dispute her exact narrative and answer “no.” The second question only addresses his sexual contact with Christine after she was 18 and is irrelevant. The question, “did you have sex with Christine when she was 16 years old?” is simply not asked.

ANSWER: Defendants deny the allegations in Paragraph 145.

146. The only other polygraph questions Cheryl revealed pertained to Julie. Like the questions above, almost all the questions have nothing to do with Butler's sexual contact with Julie when she was minor. Only one question addresses the real issue:

6. Did you ever rape, physically force or intimidate Julie Bremner into having sexual intercourse with you?

Answered (No)

ANSWER: Defendants admit the existence of the polygraph questions referred to in Paragraph 146 but deny all remaining allegations.

147. Again, because Butler's believes he was in a consensual relationship with Julie and the terms used in this question can be viewed as subjective, he can answer "no" to this question as well. As before, the question "did you have sex with Julie when she was 17 years old?" is simply not asked.

ANSWER: Defendants admit that Butler believes he was in a consensual relationship with Julie and admit the remaining allegations in Paragraph 147.

148. Relying on these polygraphs, and making public statements about their legitimacy and meaning, as the Butlers have heavily done for years, is deceptive and misleading.

ANSWER: Defendants deny the allegations in Paragraph 148.

Other False Claims in the "Our Story" Document

149. Cheryl made several unequivocally false statements in her document. They include, but are not limited to:

- a. Cheryl claimed that Christine spent time with, and implied Butler had sex with Christine, in 1990 when she was 23. As proof, Cheryl put forth a faded credit card bill with a handwritten note "spent the afternoon with Brigman at Sybaris in Northbrook." While

Butler did take Christine to a Sybaris when she was a teenager, the events described in the document did not happen. On information and belief, Butler was actually with a different underage girl, not Christine, at the Sybaris in 1990.

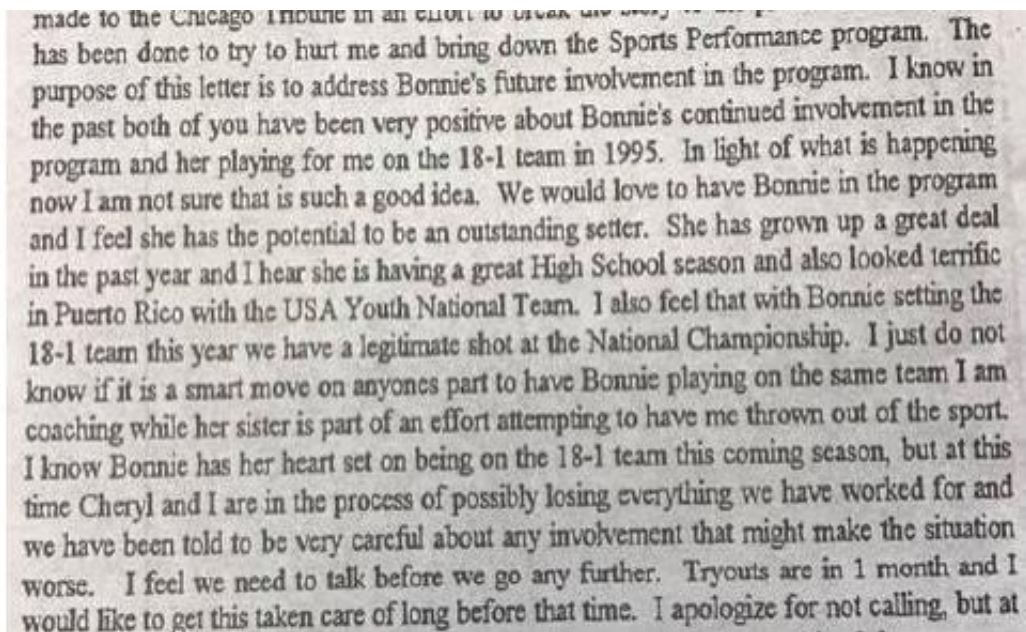
- b. Cheryl accuses Christine of two separate things: (1) forging her signature on multiple documents; and (2) fabricating “love” letters from Butler to her. Each claim has no basis in fact. Christine is in possession of sixteen total letters from Butler, most of which include their original stamped envelopes.
- c. Sarah did not willingly join the Chicago Breeze. Instead, as described, she was drafted by Butler without her consent. Likewise, she did not willingly come back to play at a Sports Performance alumni game. Instead, Butler and her coach Rob Buck forced her to return from Western Michigan to play.

ANSWER: Defendants deny the allegations in Paragraph 149.

Other Threats and Intimidation Carried Out by the Butlers

Intimidation of Julie’s Family

150. At times, the threats were subtler and made indirectly. For example, when Julie came forward, her sister was still playing at Sports Performance. A series of letters between Butler and Julie’s mom sets forth clear threats of how Julie’s sister would be punished (kicked off the team, not play in college, etc.) if Julie’s keeps on the same path. Below are excerpts from Butler’s letters:



made to the Chicago Tribune in an effort to break the story. The purpose of this letter is to address Bonnie's future involvement in the program. I know in the past both of you have been very positive about Bonnie's continued involvement in the program and her playing for me on the 18-1 team in 1995. In light of what is happening now I am not sure that is such a good idea. We would love to have Bonnie in the program and I feel she has the potential to be an outstanding setter. She has grown up a great deal in the past year and I hear she is having a great High School season and also looked terrific in Puerto Rico with the USA Youth National Team. I also feel that with Bonnie setting the 18-1 team this year we have a legitimate shot at the National Championship. I just do not know if it is a smart move on anyone's part to have Bonnie playing on the same team I am coaching while her sister is part of an effort attempting to have me thrown out of the sport. I know Bonnie has her heart set on being on the 18-1 team this coming season, but at this time Cheryl and I are in the process of possibly losing everything we have worked for and we have been told to be very careful about any involvement that might make the situation worse. I feel we need to talk before we go any further. Tryouts are in 1 month and I would like to get this taken care of long before that time. I apologize for not calling, but at

I have a little trouble understanding how you think the last letter I wrote to you could in any way be considered blackmail. I think I clearly stated that this whole situation has gone much further than we thought it would last spring and at this point and time if it blows up Bonnie will be standing in the middle of it. If that is something you and Bob are comfortable with and you are fully aware of the pros and cons of the situation then that is fine. I do not think you really understand the big picture and how it will affect Bonnie. I have discussed some of my concerns below.

In closing I would like to state that I did not insinuate that you or Julie had called the Chicago Tribune. If you remember the letter was to both you and Bob and I was merely stating that the whole situation was starting to get messy. You said you do not read well between the lines but you certainly seem to jump to conclusions when none are present. I think we have bent over backwards to give Bonnie a fair shot even though Julie has stated to a former player that she "will not rest until Rick is out of coaching" (this certainly goes against everything you told me last spring when you said that she just needed to talk to someone and she was not trying to hurt the program or my business). I wonder how many other coaches would still have Bonnie in their program if they were in my position? I need to hear from you and Bob before we have tryouts or start practice.

ANSWER: Defendants admit that Julie's sister was playing at Sports Performance when she came forward but deny all remaining allegations in Paragraph 150.

Cheryl's Attempts to Intimidate and Spread False Information Online

151. More recently, with the help of social media platforms like Facebook, Defendant Cheryl Butler has had ample opportunity to lash out at the victims, their spouses, as well as anyone who speaks out against Rick. She repeatedly threatens those speaking out against her and Butler and attempts to discredit the victims (including attacking them directly). For example:

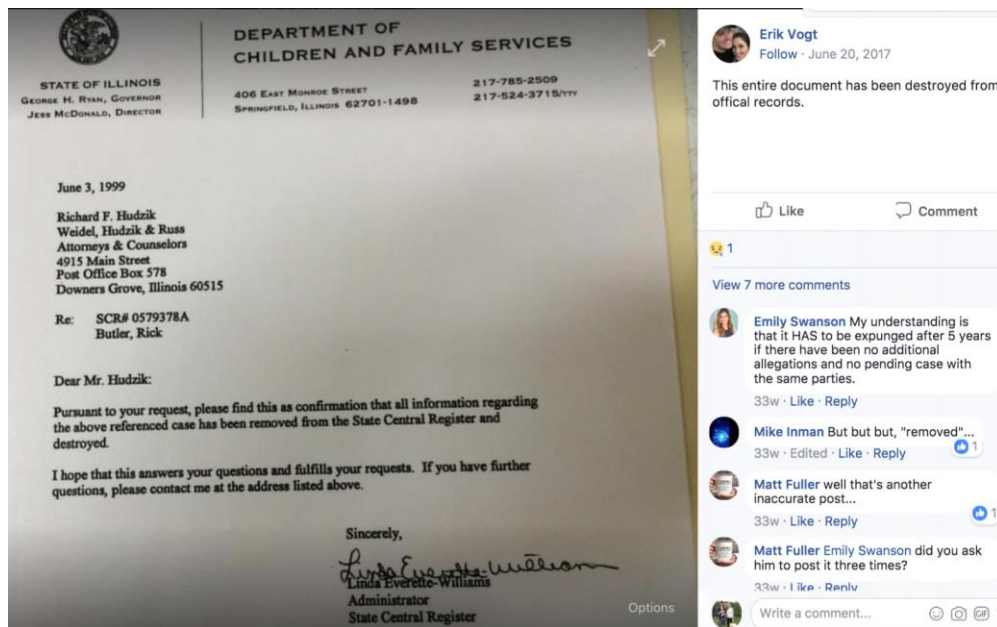
- Posting on Christine's husband's Facebook page "Your wife is a liar...I am sorry", followed by pictures of Christine with Butler's family and a statement "That would Rick's mom she is happily and lovingly sitting with, along with his sister in this picture. Ask her about the name Frankie..."
- Attacking Sarah for "putting on lipstick before an interview" and told her "I don't owe you a f...thing";

- Calling Sarah a “disgrace to true victims” and telling her that “because of you and others one real victim will not be believed because you have tainted the water with all the lies”
- Falsely accusing Sarah of being able to play for a different team after Butler drafted her onto the Chicago Breeze;
- Accusing Emily Swanson, an individual who was posting information about Defendant’s on Facebook (where many of Cheryl’s comments appeared), that she was “orchestrating a campaign of libelous and slanderous complaints” and falsely accused her of the unlicensed practice of law in Illinois;
- Making threats to Emily Swanson such as “see who has the last laugh...” and “wonder what your firm thinks?”
- Making false statements about the USA Volleyball hearing the Illinois DCFS hearing, including about opportunities she and Butler were provided with to defendant themselves;
- Accusing Christine of lying about her pregnancy and abortion and incorrectly stating that Butler was not the father;
- Claimed that “death threats” were made against her and Butler, and implied Sarah was involved;
- Accusing Sarah of “stalking” them and their teams to try and “hurt our kids.”
- Accusing Kay Rogness of conspiring to fabricate the sexual abuse complaints;
- Accusing Sarah of lying about her story and falsely stating she was not a minor when Butler had sex with her;
- Accusing Sarah of fabricating allegations in her lawsuit against AAU;
- Accusing Christine and Julie of lying about Butler sexually abusing them;
- Accusing Sarah of bringing a frivolously and vindictive lawsuit against AAU for purely monetary gains;
- Accusing Christine of forging signatures on documents submitted to USA Volleyball; and
- Claiming, without any proof, that she and Butler passed six polygraph tests.

ANSWER: Defendants deny the allegations in Paragraph 151.

152. Even other coaches at Sports Performance, including the coach that recruited Plaintiff Mullen to join the club, have injected themselves into online conversations about Butler

and attempted to push inaccurate information about his past conduct. Below, Sports Performance coach Erik Vogt incorrectly asserts that the findings of the Illinois DCFS are no longer applicable (the same document and statement asserted by Defendant Cheryl Butler in her “Our Story” document):




ANSWER: Defendants deny the allegations in Paragraph 152.

Butler's Non-Public Admissions

153. During the closed-door USA Volleyball Ethics hearings, Butler made a variety of admissions and acknowledged his improper sexual conduct.

ANSWER: Defendants deny the allegations in Paragraph 153.

154. Butler's attorney set the tone in addressing Butler's position, that having sex with minors and/or players, was not clearly prohibited by anyone:

So then we have to ask is part of the charge of the USVBA intercourse with minors, and if it is that, then that varies from year to year in the state of Illinois and it also varies from state to state across this country because that's a matter of the state law. You may find some states with an age of consent of fourteen. Do you have different rules for different coaches across this country? And if it's only sex with any players, I ask you respectfully, where is the rule that prohibits that? 

I would also add that I don't think the conduct, even if true, has necessarily been a crime in the state of Illinois. What is being passed down along the Committee table there is a Xerox from the 1985 Illinois Revised Statutes. Look at Section 12-15. The age of consent in 1985 in Illinois was age 17. It's 16 or over was the age of consent in 1985.

ANSWER: Defendants deny the allegations in Paragraph 154.

155. Following that, Butler admitted, unequivocally, that he had sex with Christine, Julie, and Sarah when they were 18 years old:

MS. HOWARD: Have you ever had sexual relationship --

MR. BUTLER: As a player.

MS. HOWARD: No, that's not my question. That's why I am asking --

MR. BUTLER: Yes, I have had sexual relations with Christine Brigman.

MS. HOWARD: Have you had with Sarah?

MR. BUTLER: Yes.

MS. HOWARD: And have you had sexual relations with Laura?

MS. BREMNER: Julie.

MS. HOWARD: I am sorry. Julie.

MR. BUTLER: Yes.


ANSWER: Defendants deny the allegations in Paragraph 155.

156. However, under subsequent questioning, it becomes clear that Butler cannot identify when he first had sexual contact with any of the girls (i.e., he has no basis to say the girls were 18 at the time or that they were no longer players under his supervision).

MR. BUTLER: I know when the last time with -- my relationship with Christine Brigman ended. I know the day and I know where it was, and I don't recall the start or the beginning of Julie and I don't recall the start or the end of Sarah, only because I haven't thought about it. I haven't thought about this day or this time.

there. There are long-term relationships. I had a very long relationship with Christine. It was --

MR. LOCKWOOD: Forgive me. What I am trying to do is solicit facts to the best of your recollection.

MR. BUTLER: I can't recall. 

MR. LOCKWOOD: Thank you.

ANSWER: Defendants deny the allegations in Paragraph 156.

157. Butler's statements later on echo those of his lawyer, in that he twice asserts that the ethical, moral and legal standards were different in the 1980s (presumably as it applies to having sex with minors and/or players), and that it is unfair to apply a 1995 standard to him:

I think the game has changed drastically, and I think any allegations or accusations that are eight to fourteen years old that you set today's standards with and you judge by today's standards are wrong, and first of all, I don't think I am going to get a fair hearing here.

our program, and I still have to wake up every day to the fact that I am going through something that doesn't even resemble justice and I am being judged on 1995 standards for allegations from 1981, 1984 and 1987. Now, I don't think anybody can say that's fair.

ANSWER: Defendants deny the allegations in Paragraph 157.

158. Equally disturbing, Butler attempts to justify his own conduct by pointing to many people in the volleyball community “doing the same thing I am doing”:

long enough. You know that the rumors about me can be applied to a hundred different people. You know that if you want to go find a hundred different people, you can do that. You know that. You know there are coaches married to players, and you don't know if they were 17 or 18, and I don't think you are going to sit here and tell me that if they were 17 you are going to go after them.

it. So I would like to have the cards on the table and be honest about that. That's not going to happen, and if I have to bring you 25 people accused of doing the same thing I am doing, I don't think you are going to prosecute them and I don't think you will, because then you become a police force, and I think I said in the letter to you it's a gestapo situation. You literally have to hunt for people all the time, and knowing how the sport of volleyball has changed over the past 10 or 15 years, knowing where it was in the '80s, knowing what it's gone to now, knowing that it went from a social environment to where you are gone a couple days a week, you are in charge of driving people everywhere, where people are running businesses and lives depend on it.

So what I am hearing here is I am on trial in an organization that had no rules concerning coaches' conduct. I am on trial in an organization that's telling me that there is no statute of limitations. I am on trial in an organization saying you can have sex with your players but they better not be a minor. Legal age isn't an issue.

ANSWER: Defendants deny the allegations in Paragraph 158.

159. Finally, Butler revealed his real view about the extensive claims against him. It was him—and not the girls he preyed on—who is the real victim:

that I just buried my mother. I am glad she is not here, and I have heard allegations of sexual abuse, rape, all kinds of things in these documents, and I thought this morning that if there is ever a case of rape, it was in front of two or three million people. I felt like that this morning.

all that stuff. There won't be any more me. It will never happen. It will never happen, and talk about being raped. I said it earlier today. I was raped in front of two million people, and I am going to walk out there door, have TV cameras on me. Like I said, thank God my son is three months

ANSWER: Defendants deny the allegations in Paragraph 159.

Defendants' Misrepresentations and Omissions to Plaintiff and the Class

160. Parents rely on the accuracy and truthfulness of the information they receive from coaches and club management when they are choosing a club volleyball program, camp, or clinic for their children. Of paramount importance in that choice are the quality of the coaching and the safety of their children. Defendants' misrepresentations and omissions are material to both concerns. Had parents and players been aware of the true state of the facts regarding Butler's sexual abuse, including that Butler raped a sophomore girl who played on his team, they would not have participated in any GLV associated volleyball programs and would not have paid substantial money to Defendants.

ANSWER: Defendants admit the first two sentences of Paragraph 160 and deny all remaining allegations.

161. Defendants misrepresented and omitted material facts in their interactions with parents and players regarding the quality of the services provided through the GLV's volleyball club, camps, and clinics.

ANSWER: Defendants deny the allegations in Paragraph 161.

162. Through their website, promotional materials, and in-person meetings, Defendants represented to Plaintiff and members of the Class that their volleyball services:

- a) have the highest quality coaches;
- b) will "give you the finest coaching, teaching and training";
- c) have "extremely qualified staff";
- d) are a safe environment for underage girls to play volleyball;
- e) are superior to their competitors;
- f) have a "commitment to Excellence";

- g) include camps that are “head and shoulders above the competition”;
- h) include camps that “provide elite, high quality training”;
- i) will give its “best effort to make sure that you feel that the experience was well worth the time, efforts and expense”;
- j) “will continue to strive for excellence”;
- k) have had “37 years of excellence”;
- l) are “specialists in training youth and junior volleyball athletes”; and that
- m) “Only by having “Elite Level” Master Coaches can any program guarantee that all athletes regardless of the team they are playing on will receive the same high quality instruction. Otherwise, each player is at the mercy of the level of their individual team coach who may or may not have the ability to teach at the highest levels and bring out the best in each athlete.”

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 162.

163. Defendants have also represented that their volleyball services provide a safe environment for youth players to participate in, including by stating, “The #1 priority is the safety of the athletes, coaches, officials and our staff. We ask that you help us keep our facility a safe and a fun environment for all of us to enjoy the game of volleyball.”

ANSWER: Defendants admit the allegations in Paragraph 163.

164. Additionally, Defendants omitted material facts about their coaching staff and vital facts about the safety of their programs. Specifically, Defendants failed to inform prospective parents and players of the following facts through their website, promotional materials, and/or in-person meetings:

- a) That Butler has sexually abused at least six underage girls, including four girls that were players for Sports Performance at the time of the abuse (and one was only a sophomore at the time);

- b) That in 1995, USA Volleyball found, after an extensive hearing and receiving written and oral testimony, that Butler had in fact had sex with three underage Sports Performance players;
- c) That in 1995, the Illinois DCFS found, after an extensive hearing and receiving written and oral testimony, that Butler had in fact had sex with three underage Sports Performance players in the past and posed a present threat to players currently under his control;
- d) That Butler verbally, emotionally, and physically abused girls on his team; and
- e) That Butler has admitted to having sex with three women who played on his team when they were 18 years old, but actually cannot recall when he started having sex with them.

ANSWER: Defendants deny the allegations in Paragraph 164.

165. Defendants have further acted deceptively by claiming that the Butlers have passed six polygraph tests in which they deny all claims made by Sarah, Julie, Christine, and Beth. As noted above, the questions made public for three of those tests are irrelevant to whether Butler sexually abused teenage players on his team, and for the remaining three tests the questions remain a complete mystery. These public statements falsely and deceptively support Defendants' narrative that Butler has not engaged in any inappropriate behavior.

ANSWER: Defendants deny the allegations in Paragraph 165.

FACTS SPECIFIC TO PLAINTIFF LAURA MULLEN

166. Plaintiff Laura Mullen is the parent of two daughters who played club volleyball. Plaintiff's oldest daughter began playing volleyball in 7th grade and eventually joined Club Fusion in Batavia, Illinois on their regional team. However, Laura and her daughter were not happy with the training provided at Club Fusion and began looking elsewhere.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of Paragraph 166, and thus deny same.

167. Laura heard positive reviews of the clinics at GLV and allowed her daughter to attend several clinics with Coach Erik Vogt in July 2012. During that same time period, Vogt pushed Laura to let her daughter join Sports Performance and repeatedly told her that it had the best coaches and training programs.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of Paragraph 167, and thus deny same.

168. Based on the representations by Vogt, representations from Defendants' website, as well as an email exchange with Rick Butler directly in August 2012 in which he represented how much personalized and focused individual training her daughter would receive, Laura's daughter joined Sports Performance in October 2012. That same month, at the outset of the season, Laura attended a parents meeting in which Butler and other coaches laid out various advantages of Sports Performance and expectations for parents in the year ahead. This meeting included an introduction to the coaching staff and information about why the GLV coaches are better than their counterparts at other clubs, and why the Sports Performance program was superior. Butler and others discussed the number players that have been recruited to Division I schools, how many AAU and JVA championships they've won, and who went on to Olympic teams. Laura attended these parents meeting each year in November between 2011 and 2017, with the exception of the 2014 season.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 168, and thus deny same.

169. Laura's daughter played at GLV for two years before briefly returning to Club Fusion in 2014, and then came back to GLV her junior year.

ANSWER: Defendants admit the allegations in Paragraph 169.

170. Laura's daughter became heavily recruited after she was put onto Butler's team in November of 2016. However, from there, everything got worse.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 170, and thus deny same.

171. Butler verbally and emotionally abused Laura's daughter and other teammates. He regularly made comments about her weight and appearance. He attempted to force her to come back early from an injury. Laura's daughter began to lose weight and to develop self-esteem issues as a result of Butler's coaching techniques, which caused her to see a therapist. At one point, Butler commented that Laura's daughter was "losing her butt" and looked like an "Ethiopia distance runner."

ANSWER: Defendants deny the allegations in Paragraph 171.

172. Prior to Laura's daughter joining Butler's team, her husband was diagnosed with prostate cancer in 2015 and his health began to quickly deteriorate. Once on the team, when they were set to play in a tournament in China, Laura was concerned about her daughter going instead of staying home with her father. When Butler found out about Laura's concerns, he began to pressure and guilt her to make sure her daughter came. Butler created a narrative that an absence at the tournament would disrupt the two teams going on the trip, forcing him to combine them into one team, thereby resulting in many girls not playing. Butler made clear that Laura would have to go and explain to the parents of those girls why they were not getting vital playing time.

ANSWER: Defendants admit the allegations in the first sentence but deny all remaining allegations in Paragraph 172.

173. Additionally, even though Laura's daughter already signed her national letter of intent, she feared Butler could have a negative impact on her scholarship and chance to succeed.

Under this mounting pressure and shaming, Laura's daughter went on the trip. While she was in China, her father passed away. At that point, Laura removed her daughters from GLV.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 173, and thus deny same.

Defendants deny all remaining allegations.

174. During her enrollment process in Sports Performance, Defendants and other GLV employees did not disclose to Laura anything about the allegations of sexual abuse against Butler. They did not disclose the findings of USA Volleyball, or anything related to the USA Volleyball ban. They did not disclose the findings of the Illinois DCFS. They did not disclose the stories of the five women in this Complaint. Instead, they repeatedly told Laura that they had the best coaching staff in the country and that her daughter would be safe under their watchful eye.

ANSWER: Defendants deny allegations in Paragraph 174.

175. Laura eventually found links in June of 2017 on the internet that lead her to substantial details of Butler's sexual abuse. However, at that point, Laura was already pulling her daughters from the program based upon the physical and emotional abuse.

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 175, and thus deny same.

Defendants deny the allegations in the second sentence of Paragraph 175.

176. Plaintiff paid Defendants substantial amounts of money in the form of annual enrollment fees and fees for other related services. Had Plaintiff known the full truth and depth of Butler's sexual, emotional, and physical abuse, she would not have allowed her daughters to attend Sports Performance and she would not have paid fees to Defendants.

ANSWER: Defendants deny the allegations in Paragraph 176.

CLASS ALLEGATIONS

177. **Class Definition:** Plaintiff Laura Mullen brings this action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of herself and a class defined as follows:

All persons in the United States who: (1) paid money to Defendant GLV, Inc.; (2) for any volleyball related services provided by or through Defendant GLV, Inc., including but not limited club teams, camps, youth academies, and clinics.

The following people are excluded from the Class: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and their current or former employees, officers and directors; (3) Defendants' insurers its subsidiaries, parents, successors, predecessors, and any entity in which Defendants' insurers or its parents have a controlling interest and their current or former employees, officers and directors; (4) persons who properly execute and file a timely request for exclusion from the Class; (5) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (6) Plaintiff's counsel and Defendants' counsel; and (7) the legal representatives, successors, and assigns of any such excluded persons.

ANSWER: Defendants admit Paragraph 177 to the extent that it reflects the class Plaintiff seeks to represent.

178. **Numerosity:** The exact number of members in the Class is unknown and not available to Plaintiff, but it is clear that individual joinder is impracticable. On information and belief, thousands of consumers fall into the definition of the Class. Members of the Class can be identified through Defendants' records.

ANSWER: Defendants deny the allegations in Paragraph 178.

179. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Class, and has retained counsel competent and experienced in complex class actions. Plaintiff has no interests antagonistic to those of the Class, and Defendants have no defenses unique to Plaintiff.

ANSWER: Defendants deny the allegations in Paragraph 179.

180. **Policies Generally Applicable to the Class:** This class action is appropriate for certification because Defendants have acted or refused to act on grounds generally applicable to the Class as a whole, thereby requiring the Court's imposition of uniform relief to ensure compatible standards of conduct towards the Class's members, and making final injunctive relief appropriate with respect to the Class as a whole. Defendants' practices challenged herein apply to and affect the Class's members uniformly, and Plaintiff's challenge of those practices hinges on Defendants' conduct with respect to the Class as a whole, not on facts or law applicable only to Plaintiff.

ANSWER: Defendants deny the allegations in Paragraph 180.

181. **Commonality and Predominance:** There are many questions of law and fact common to the claims of Plaintiff and the Class, and those questions predominate over any questions that may affect individual members of the Class. Common questions for the Class include, but are not necessarily limited to the following:

- (a) Whether Defendants and/or their agents accepted payment for volleyball activities or instruction from GLV, pursuant to a contract, that either did not include all provisions required by law or did not include all relevant material facts regarding Rick Butler's past sexual misconduct;
- (b) Whether Defendants' conduct violated the Illinois Physical Fitness Services Act;
- (c) Whether Plaintiff and members of the Class are entitled to statutory damages based on Defendants' violations of the Illinois Physical Fitness Services Act;

- (d) Whether Defendants' conduct violated the Illinois Consumer Fraud and Deceptive Business Practices Act;
- (e) Whether Plaintiff and members of the Class are entitled to actual damages based on Defendants' violations of the Illinois Consumer Fraud and Deceptive Business Practices Act;
- (f) Whether Defendants made material misrepresentation of facts in connection with receiving payment for volleyball activities;
- (g) Whether Defendants made material omissions of fact in connection with receiving payment for volleyball activities;
- (h) Whether Defendants Rick and Cheryl Butler were unjustly enriched.

ANSWER: Defendants deny the allegations in Paragraph 181.

182. **Typicality:** Plaintiff's claims are typical of the claims of other members of the Class, in that Plaintiff and the members of the Class sustained damages arising out of Defendants' uniform wrongful conduct.

ANSWER: Defendants deny the allegations in Paragraph 182.

183. **Superiority:** This case is also appropriate for class certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy because joinder of all parties is impracticable. The damages suffered by the individual members of the Class will likely be relatively small, especially given the burden and expense of individual prosecution of the complex litigation necessitated by Defendants' actions. Thus, it would be virtually impossible for the individual members of the Class to obtain effective relief from Defendants' misconduct. Even if members of the Class could sustain such individual litigation, it would still not be preferable to a class action, because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive

supervision by a single Court. Economies of time, effort and expense will be fostered and uniformity of decisions ensured.

ANSWER: Defendants deny the allegations in Paragraph 183.

FIRST CAUSE OF ACTION

**Violation of the Illinois Physical Fitness Services Act 815 ILCS 645/1 et seq.
(On Behalf of Plaintiff and the Class as Against Defendant GLV, Inc.)**

184. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

ANSWER: Defendants incorporate their answers to the foregoing allegations as if fully set forth herein.

185. The Illinois Physical Fitness Services Act (“IPFSA”) (815 ILCS 645/1, et seq.) protects customers of physical fitness centers by requiring private businesses to include certain provisions in their contracts and prohibiting unlawful and deceptive conduct in the formation of that contract.

ANSWER: Defendants admit the allegations in Paragraph 185 as reflecting Illinois law.

186. The IPFSA expressly prohibits, among other things:

- a) Engaging in unfair or deceptive acts and practices, including inducing a customer to enter into a contract in reliance upon any false, fraudulent, or misleading information, representation, notice, or advertisement regarding the physical fitness center (815 ILCS 645/10).

ANSWER: Defendants admit the allegations in Paragraph 186 as reflecting Illinois law.

187. Under the IPFSA, any contract failing to comply with the applicable provisions of the statute is deemed void and unenforceable. 815 ILCS 645/9(c). A customer injured by a violation of the IPFSA may bring an action to recover damages, which may be entered for three times the amount of actual damages, plus costs and reasonable attorneys’ fees. 815 ILCS 645/11.

ANSWER: Defendants admit the allegations in Paragraph 187 as reflecting Illinois law.

188. Here, Defendant GLV is a “physical fitness center” or “center” as defined under Section 645/2(a) of the IPFSA. Defendant GLV provides “physical fitness services” or “services” as defined under Section 645/2(b) of the IPFSA because it engages in physical instruction and training, as well as provides the use of its facilities for such activities. Plaintiff and each member of the Class are “customers” of Defendant GLV as contemplated by the IPFSA.

ANSWER: Defendants deny the allegations in Paragraph 188.

189. Defendant GLV engages in unfair or deceptive acts and practices, including but not limited to misrepresentations about the quality of its physical fitness services as described in detail above in paragraphs 160-165. Specifically, Defendant GLV induced Plaintiff and the Class to enter into contracts for physical fitness services based on the following misrepresentations made on their website, in promotional materials, and in-person meetings:

- a) That Sports Performance and GLV have the highest quality coaches;
- b) That Sports Performance and GLV are a safe environment for underage girls to play volleyball; and
- c) That Sports Performance and GLV are superior to their competitors.

ANSWER: Defendants deny the allegations in Paragraph 189.

190. Defendant GLV induced Plaintiff and the Class to enter into contracts for physical fitness services while omitting and failing to disclose the following material facts:

- a) That Butler has sexually abused at least six underage girls, including five girls that were players at GLV at the time of the abuse (and one who was only a sophomore at the time);
- b) That in 1995, USA Volleyball found, after an extensive hearing and receiving written and oral testimony, that Butler had in fact had sex with three underage GLV players;
- c) That in 1995, the Illinois DCFS found, after an extensive hearing and receiving written and oral testimony, that Butler had in fact had sex with three underage GLV players and posed a present threat to players currently under his supervision;
- d) That Butler verbally, emotionally, and physically abused girls on his team; and

- e) That Butler has admitted to having sex with three women who played on his team when they were 18 years old, but actually cannot recall when he started having sex with them.

ANSWER: Defendants deny the allegations in Paragraph 190.

191. Based upon the foregoing allegations and pursuant to the IPFSA, the contract between Plaintiff (and each member of the Class) and Defendant GLV is void and unenforceable. 815 ILCS 645/9(c) & 10(b).

ANSWER: Defendants deny the allegations in Paragraph 191.

192. Plaintiff and each member of the Class have been injured as a direct and proximate result of Defendant GLV's conduct described above in the form of money paid to Defendant GLV.

ANSWER: Defendants deny the allegations in Paragraph 192.

193. Under the IPFSA, Plaintiff and each member of the Class are entitled to recover three times the amount of actual damages, plus costs and reasonable attorneys' fees. 815 ILCS 645/11.

ANSWER: Defendants deny the allegations in Paragraph 193.

SECOND CAUSE OF ACTION

**Violation of the Illinois Physical Fitness Services Act 815 ILCS 645/1, et seq.
(On Behalf of Plaintiff and the Class as Against Defendant GLV, Inc.)**

194. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

ANSWER: Defendants incorporate their answers to the foregoing allegations as if fully set forth herein.

195. The Illinois Physical Fitness Services Act ("IPFSA") (815 ILCS 645/1, et seq.) protects customers of physical fitness centers by requiring private businesses to include certain

provisions in their contracts and prohibiting unlawful and deceptive conduct in the formation of that contract.

ANSWER: Defendants admit the allegations in Paragraph 195 as reflecting Illinois law.

196. Under the IPFSA, any contract failing to comply with the applicable provisions of the statute is deemed void and unenforceable. 815 ILCS 645/9(c). A customer injured by a violation of the IPFSA may bring an action to recover damages, which may be entered for three times the amount of actual damages, plus costs and reasonable attorneys' fees. 815 ILCS 645/11.

ANSWER: Defendants admit the allegations in Paragraph 196 as reflecting Illinois law.

197. Here, Defendant GLV is a "physical fitness center" or "center" as defined under Section 645/2(a) of the IPFSA. Defendant GLV provides "physical fitness services" or "services" as defined under Section 645/2(b) of the IPFSA because it engages in physical instruction and training, as well as provides the use of its facilities for such activities. Plaintiff and each member of the Class are "customers" of Defendant GLV as contemplated by the IPFSA.

ANSWER: Defendants deny the allegations in Paragraph 197.

198. Under the IPFSA, any contract for physical fitness services must:

- a) Be in writing and given to the customer at the time the customer signs the contract;
- b) Contain all mandated provisions, requirements, and prohibitions of the IPFSA in the contract before its signed;
- c) Be maintained by the physical fitness center for 3 years thereafter;
- d) Set forth the customer's total payment obligation for services to be received under the contract; and
- e) Provide that the customer may cancel, with a full refund, the contract within 3 business days after the customer signs.

ANSWER: Defendants admit the allegations in Paragraph 198 as reflecting Illinois law.

199. On information and belief, Defendant GLV violated the following provisions of the IPFSA:

- a) 815 ILCS 645/4; and
- b) 815 ILCS 645/6

ANSWER: Defendants deny the allegations in Paragraph 199.

200. Based upon the foregoing allegations and pursuant to the IPFSA, the contract between Plaintiff (and each member of the Class) and Defendant GLV is void and unenforceable. 815 ILCS 645/9(c) & 10(b).

ANSWER: Defendants deny the allegations in Paragraph 200.

201. Under the IPFSA, Plaintiff and each member of the Class are entitled to recover three times the amount of actual damages, plus costs and reasonable attorneys' fees. 815 ILCS 645/11.

ANSWER: Defendants deny the allegations in Paragraph 201.

THIRD CAUSE OF ACTION
Violations of Illinois Consumer Fraud and Deceptive Business Practices Act
815 ILCS § 505/1, et seq.
(On Behalf of Plaintiff and the Class as Against Defendant GLV)

202. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

ANSWER: Defendants incorporates their answers to the foregoing allegations as if fully set forth herein.

203. The Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA") (815 ILCS § 505/1 et seq.) protects both consumers and competitors by promoting fair competition in commercial markets for goods and services.

ANSWER: Defendants admit the allegations in Paragraph 203 as reflecting Illinois law.

204. The ICFA prohibits any unlawful, unfair, or fraudulent business acts or practices, including the employment of any deception, fraud, false pretense, false promise, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact.

ANSWER: Defendants admit the allegations in Paragraph 204 as reflecting Illinois law.

205. The ICFA applies to Defendant GLV's actions and conduct described herein because the ICFA protects consumers in transactions that are intended to result, or which have resulted, in the sale of goods or services.

ANSWER: Defendants deny the allegations in Paragraph 205.

206. Defendant GLV's volleyball services—both the direct provision of volleyball instruction services and indirect corporate sponsorship of tournaments or other organizing activities—are “merchandise” within the meaning of Section 505/1(b) of the ICFA.

ANSWER: Defendants deny the allegations in Paragraph 206.

207. Defendant GLV is a “person” as defined under Section 505/1(c) of the ICFA.

ANSWER: Defendants admit the allegations in Paragraph 207.

208. Defendant GLV's volleyball activities—both direct provision of volleyball instruction, camps, clinics, training, teams, organization, other services or other organized activities—constitute a “sale” within the meaning of Section 505/1(d) of the ICFA.

ANSWER: Defendants deny the allegations in Paragraph 208.

209. Plaintiff and each member of the Class are “consumers” as defined under Section 505/1(e) of the ICFA.

ANSWER: Defendants admit the allegations in Paragraph 209.

210. The sale of Defendant GLV's volleyball service is considered “trade” or “commerce” under Section 505/1(f) of the ICFA.

ANSWER: Defendants deny the allegations in Paragraph 210.

211. As described herein, Defendant GLV engaged in unfair or deceptive acts or practices and unfair methods of competition as defined by Section 505/2 of the ICFA to the detriment of Plaintiff and the Class.

ANSWER: Defendants deny the allegations in Paragraph 211.

212. Specifically, Defendant GLV violated Section 505/2 of the ICFA through Defendant GLV's use or employment of deception, fraud, false pretense, false promise, misrepresentation or concealment, suppression, and/or omission of material facts with the intent that Plaintiff and the Class rely upon the concealment, suppression or omission of such material facts.

ANSWER: Defendants deny the allegations in Paragraph 212.

213. Defendant GLV also violated Section 505/2 of the ICFA by employing deceptive acts or practices to induce customers to enter into contracts with Defendant GLV for volleyball services that were void from the outset pursuant to Sections 9(c) and 10(b) of the IPFSA.

ANSWER: Defendants deny the allegations in Paragraph 213.

214. Defendant GLV engages in unfair or deceptive acts and practices, including but not limited to misrepresentations about the quality of its physical fitness services as described in detail above in paragraphs 160-165. Specifically, Defendant GLV induced Plaintiff and the Class to enter into contracts for volleyball services based on the following misrepresentations made on their website, in promotional materials, and in-person meetings:

- a) That Sports Performance and GLV have the highest quality coaches;
- b) That Sports Performance and GLV are a safe environment for underage girls to play volleyball; and

c) That Sports Performance and GLV are superior to their competitors.

ANSWER: Defendants deny the allegations in Paragraph 214.

215. With the intent to induce reliance, Defendant GLV purposefully concealed, suppressed, and/or omitted material facts concerning Butler's past misconduct with teenage players, including but not limited to Butler's sexual, emotional, physical, and psychological abuse.

ANSWER: Defendants deny the allegations in Paragraph 215.

216. Defendant GLV's purposeful concealment, suppression, and/or omissions of fact were material because it likely influenced consumers' decisions of whether or not to enroll in Defendant GLV's teams, camps, clinics, or other services.

ANSWER: Defendants deny the allegations in Paragraph 216.

217. With the intent to induce reliance, Defendant GLV's purposefully employed the use of deception, fraud, concealment, and/or omission of material facts.

ANSWER: Defendants deny the allegations in Paragraph 217.

218. Defendant GLV engaged in unfair and deceptive acts or practices by failing to disclose in clear and unambiguous language the following material facts:

- a) That Butler has sexually abused at least six underage girls, including five girls that were players at GLV at the time of the abuse (and one who was only a sophomore at the time);
- b) That in 1995, USA Volleyball found, after an extensive hearing and receiving written and oral testimony, that Butler had in fact had sex with three underage GLV players;
- c) That in 1995, the Illinois DCFS found, after an extensive hearing and receiving written and oral testimony, that Butler had in fact had sex with three underage GLV players and posed a present threat to players currently under his supervision;
- d) That Butler verbally, emotionally, and physically abused girls on his team;

- e) That Butler has admitted to having sex with three women who played on his team when they were 18 years old, but actually cannot recall when he started having sex with them; and
- f) Employing deceptive acts or practices to induce customers to enter into contracts with Defendant GLV that were void from the outset under Illinois law.

ANSWER: Defendants deny the allegations in Paragraph 218.

219. Defendant GLV intended that Plaintiff and Class members would rely on their deceptive conduct to secure enrollment and participation on Defendant GLV's volleyball services.

ANSWER: Defendants deny the allegations in Paragraph 219.

220. Plaintiff and members of the Class relied upon Defendant GLV's deceptive conduct, were deceived and/or misled by Defendant GLV's deception, fraud, and omission of material facts, and suffered harm in the form of paying for Defendant GLV's volleyball services.

ANSWER: Defendants deny the allegations in Paragraph 220.

221. Defendant GLV's conduct is also unfair, offends public policy, and is immoral, unethical, oppressive, and unscrupulous. Defendant GLV knew, reasonably should have known, or actively participated in the following unfair acts:

- a) Butler's misconduct—both past and present;
- b) Enabling Butler to exert dominion over volleyball participants to facilitate his physical, emotional and sexual misconduct imposed upon Defendants' volleyball services;
- c) Concealing, obscuring, or suppressing facts concerning Butler's misconduct—past and present—from being publicly exposed;
- d) Allowing Defendants Rick and Cheryl Butler to use the corporate structure of Defendant GLV to conceal the truth about Rick Butler's sexual abuse and propagate false information to Plaintiff and members of the Class for personal profit;
- e) Creating a network that insulated Butler from criminal prosecution, accountability, or other liability based on his misconduct; and
- f) Offering continued support and resources that provided Butler with an ongoing opportunity to engage in his misconduct.

ANSWER: Defendants deny the allegations in Paragraph 221.

222. Defendant GLV's deceptive and unfair actions in violation of the ICFA were committed during the course of conduct involving trade or commerce.

ANSWER: Defendants deny the allegations in Paragraph 222.

223. As a direct and proximate result of Defendant GLV's unfair, immoral, unethical, oppressive, and unscrupulous conduct, Plaintiff and the Class members suffered substantial injuries.

ANSWER: Defendants deny the allegations in Paragraph 223.

224. As a direct and proximate result of Defendant GLV's actions in violation of the ICFA, Plaintiff and the Class members suffered damages by paying for Defendant GLV's volleyball services and by exposing youth volleyball players to Butler's misconduct.

ANSWER: Defendants deny the allegations in Paragraph 224.

225. Defendant GLV's violation of the IPFSA also constitutes an unlawful practice under the ICFA. 815 ILCS 505/2Z.

ANSWER: Defendants deny the allegations in Paragraph 225.

226. Under 815 ILCS 505/10a, Plaintiff and the Class members seek an order: (1) requiring Defendant GLV to prevent Defendants Rick and Cheryl Butler from having further involvement in any of its youth volleyball programs; (2) require Defendant GLV to cease the unfair and deceptive practices described herein; (3) require Defendant GLV to restore to Plaintiff and each Class member any money acquired by means of unfair and deceptive practices; and, (3) awarding reasonable costs and attorneys' fees pursuant to 815 ILCS 505/10a.

ANSWER: Defendants deny the allegations in Paragraph 226.

FOURTH CAUSE OF ACTION
Fraud
(On Behalf of Plaintiff and the Class as Against All Defendants)

227. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

ANSWER: Defendants incorporates their answers to the foregoing allegations as if fully set forth herein.

228. Defendants Rick Butler and Cheryl Butler have consistently maintained control and responsibility for Defendant GLV's marketing materials, publications, and statements about the company's volleyball programs.

ANSWER: Defendants deny the allegations in Paragraph 228.

229. For example, Defendants Rick Butler and Cheryl Butler are responsible for the content on Defendant GLV's website and social media presence. Additionally, Defendants Rick Butler and Cheryl Butler are responsible for Defendant GLV's published promotional materials, including those materials that are embedded within the company's website and social media pages.

ANSWER: Defendants deny the allegations in Paragraph 229.

230. Defendants Rick and Cheryl Butler are also responsible for the statements—both oral and written—proffered on behalf of Defendant GLV regarding its volleyball programs.

ANSWER: Defendants deny the allegations in Paragraph 230.

231. Through its website, social media, promotional materials, and in-person meetings, Defendants Rick Butler and Cheryl Butler caused Defendant GLV to represent to Plaintiff and members of the Class that its volleyball services:

- a) have the highest quality coaches;
- b) will “give you the finest coaching, teaching and training”

- c) have “extremely qualified staff”;
- d) are a safe environment for underage girls to play volleyball;
- e) are superior to their competitors;
- f) have a “Commitment to Excellence”;
- g) include camps that “provide elite, high quality training”;
- h) will give its “best effort to make sure that you feel the experience was worth the time, efforts and expense”;
- i) “will continue to strive for excellence”
- j) have had “37 years of excellence”; and
- k) are “specialists in training youth and junior volleyball athletes”
- m) “Only by having “Elite Level” Master Coaches can any program guarantee that all athletes regardless of the team they are playing on will receive the same high quality instruction. Otherwise, each player is at the mercy of the level of their individual team coach who may or may not have the ability to teach at the highest levels and bring out the best in each athlete.”

ANSWER: Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 231, and thus deny same.

232. Defendants have also represented that their volleyball services provide a safe environment for youth players to participate in, including by stating, “The #1 priority is the safety of the athletes, coaches, officials and our staff. We ask that you help us keep our facility a safe and a fun environment for all of us to enjoy the game of volleyball.”

ANSWER: Defendants admit the allegations in Paragraph 232.

233. Based on the extensive pattern of sexual misconduct carried out by Defendant Rick Butler described herein, and the coordinated systematic concealment of that conduct by all Defendants, the above-referenced representations were false statements of material fact made to Plaintiff and members of the Class.

ANSWER: Defendants deny the allegations in Paragraph 233.

234. When making the statements, Defendant GLV knew the statements were false, believed the statements to be false, and/or made the statements in reckless disregard of whether they were true or false.

ANSWER: Defendants deny the allegations in Paragraph 234.

235. Defendants Rick Butler and Cheryl Butler, as the owners of Defendant GLV, acted in concert to use the corporate structure of Defendant GLV to conceal the truth about Rick Butler's sexual abuse and propagate false information to Plaintiff and members of the Class for personal profit. As described in detail herein, Defendant GLV acted in a fraudulent manner at the direction of and under the control of Defendants Rick Butler and Cheryl Butler to ensure Defendant Rick Butler's conduct stayed concealed.

ANSWER: Defendants deny the allegations in Paragraph 235.

236. Defendants Rick Butler and Cheryl Butler knowingly directed Defendant GLV to act in a fraudulent manner for the purpose of their own financial gain. Adherence to the fiction of Defendant GLV's separate corporate existence would promote injustice and inequitable consequences. It is inequitable to allow Defendants Rick Butler and Cheryl Butler to retain the monetary benefit Defendant GLV received.

ANSWER: Defendants deny the allegations in Paragraph 236.

237. Plaintiff and members of the Class reasonably believed the above-referenced statements were true, and agreed to participate in Defendant GLV's volleyball programs, including enrolling players in Defendant GLV's volleyball teams, camps, and clinics, and paid requisite fees, in justifiable reliance on the truth of those statements.

ANSWER: Defendants deny the allegations in Paragraph 237.

238. Plaintiff and members of the Class were injured and sustained damages based upon their justifiable reliance on Defendants above-referenced statements in the form of fees paid to Defendant GLV.

ANSWER: Defendants deny the allegations in Paragraph 238.

239. Defendants' conduct was malicious, willful and wanton, and violated the trust and confidence Plaintiff and Class members put in Defendants. As a result, Plaintiff and Class members sustained damages. Justice and the public good require the imposition of additional damages to serve as punishment for Defendants and to deter Defendants and others from engaging in similar conduct.

ANSWER: Defendants deny the allegations in Paragraph 239.

FIFTH CAUSE OF ACTION

Fraudulent Concealment

(On Behalf of Plaintiff and the Class as Against all Defendants)

240. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

ANSWER: Defendants incorporate their answers to the foregoing allegations as if fully set forth herein.

241. Defendants Rick Butler and Cheryl Butler have consistently maintained control and responsibility for Defendant GLV's marketing materials, publications, and statements about the company's volleyball programs.

ANSWER: Defendants deny the allegations in Paragraph 241.

242. For example, Defendants Rick Butler and Cheryl Butler are responsible for the content on Defendant GLV's website and social media presence. Additionally, Defendants Rick

Butler and Cheryl Butler are responsible for Defendant GLV's published promotional materials, including those materials that are embedded within the company's website and social media pages.

ANSWER: Defendants deny the allegations in Paragraph 242.

243. Defendants Rick and Cheryl Butler are also responsible for the statements—both oral and written—proffered on behalf of Defendant GLV regarding its volleyball programs.

ANSWER: Defendants deny the allegations in Paragraph 243.

244. Defendants had an affirmative duty to truthfully and accurately apprise Plaintiff and the Class of all material facts relevant to Defendant GLV's volleyball programs.

ANSWER: Defendants deny the allegations in Paragraph 244.

245. During the course of involvement in Defendant GLV's volleyball programs, Defendants had an opportunity to speak to Plaintiff and Class members regarding truthful and accurate representations of facts concerning Defendant GLV's volleyball programs and Defendant Rick Butler's history of sexually abusing minors.

ANSWER: Defendants deny the allegations in Paragraph 245.

246. During the course of involvement in Defendant GLV's volleyball programs, Defendants knowingly concealed and/or withheld from Plaintiff and Class members the following facts:

- a) That Butler has sexually abused at least six underage girls, including five girls that were players at GLV at the time of the abuse (and one who was only a sophomore at the time);
- b) That in 1995, USA Volleyball found, after an extensive hearing and receiving written and oral testimony, that Butler had in fact had sex with three underage GLV players;
- c) That in 1995, the Illinois DCFS found, after an extensive hearing and receiving written and oral testimony, that Butler had in fact had sex with three underage GLV players and posed a present threat to players currently under his supervision;
- d) That Butler verbally, emotionally, and physically abused girls on his team; and

- e) That Butler has admitted to having sex with three women who played on his team when they were 18 years old, but actually cannot recall when he started having sex with them.

ANSWER: Defendants deny the allegations in Paragraph 246.

247. Defendants concealed and/or withheld the above-referenced facts from Plaintiff and the Class, which were material facts. The information withheld by Defendants related directly to the safety of the youth volleyball players under Defendants direct care and control.

ANSWER: Defendants deny the allegations in Paragraph 247.

248. Defendants concealed and/or withheld the above-referenced facts with the intent to deceive Plaintiff and the Class and to induce Plaintiff and the Class to agree to participate in Defendant GLV's volleyball programs, including enrolling players in Defendant GLV's volleyball teams, camps, and clinics, and paying the requisite fees.

ANSWER: Defendants deny the allegations in Paragraph 248

249. Defendants used the concealed and/or withheld facts to device and mislead Plaintiff and Class members.

ANSWER: Defendants deny the allegations in Paragraph 249.

250. Defendants Rick Butler and Cheryl Butler, as the owners of Defendant GLV, acted in concert to use the corporate structure of Defendant GLV to conceal the truth about Rick Butler's sexual abuse and propagate false information to Plaintiff and members of the Class for personal profit. As described in detail herein, Defendant GLV acted in a fraudulent manner at the direction of and under the control of Defendants Rick Butler and Cheryl Butler to ensure Defendant Rick Butler's conduct stayed concealed.

ANSWER: Defendants deny the allegations in Paragraph 250.

251. Defendants Rick Butler and Cheryl Butler knowingly directed Defendant GLV to act in a fraudulent manner for the purpose of their own financial gain. Adherence to the fiction of

Defendant GLV's separate corporate existence would promote injustice and inequitable consequences. It is inequitable to allow Defendants Rick Butler and Cheryl Butler to retain the monetary benefit Defendant GLV received.

ANSWER: Defendants deny the allegations in Paragraph 251.

252. In the absence of Defendants' deceptive conduct and suppression of material facts, Plaintiff and members of the Class would have acted differently in that they would not have allowed their children to participate in Defendant GLV's volleyball programs and would not have paid substantial fees for those programs.

ANSWER: Defendants deny the allegations in Paragraph 252.

253. Based upon Defendants' duty and opportunity to speak regarding truthful and accurate representations of material facts, Defendants' silence regarding the above-referenced facts proximately caused Plaintiff and the Class to incur damages.

ANSWER: Defendants deny the allegations in Paragraph 253.

254. Plaintiff and the Class sustained damages as a result of Defendants' concealment and/or withholding of the above-referenced material facts.

ANSWER: Defendants deny the allegations in Paragraph 254.

255. Defendants are liable to Plaintiff and members of the Class for damages caused by their silence, concealment and/or withholding of facts.

ANSWER: Defendants deny the allegations in Paragraph 255.

SIXTH CAUSE OF ACTION
Unjust Enrichment
(On Behalf of Plaintiff and the Class as Against
Defendant Rick Butler and Defendant Cheryl Butler)

256. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

ANSWER: Defendants incorporate their answers to the foregoing allegations as if fully set forth herein.

257. Plaintiff and the Class have a contract implied at law with Defendants Rick Butler and Cheryl Butler.

ANSWER: Defendants deny the allegations in Paragraph 257.

258. Defendants Rick Butler and Cheryl Butler, as the owners of Defendant GLV, used the corporate structure of that company to conceal the truth about Rick Butler's sexual abuse and propagate false information to Plaintiff and members of the Class for personal profit. Defendants Rick Butler and Cheryl Butler failed to maintain a formal legal separation between GLV and their personal affairs and ignored the legal formalities that GLV must follow in terms of preventing the propagation of fraudulent information. As described in detail herein, Defendant GLV acted in a fraudulent manner at the direction of and under the control of Defendants Rick Butler and Cheryl Butler.

ANSWER: Defendants deny the allegations in Paragraph 258.

259. Defendants Rick Butler and Cheryl Butler received money from Plaintiff and members of the Class in the form of substantial fees paid to Defendant GLV.

ANSWER: Defendants deny the allegations in Paragraph 259.

260. Defendant Rick Butler engaged in the improper conduct detailed above toward minors under his care and control, including but not limited to sexual, emotional, psychosocial, and physical abuse. Defendant Cheryl Butler actively facilitated the concealment of Defendant Rick Butler's sexual misconduct with teenage youth volleyball players, as well as orchestrated a campaign of intimidation and suppression of victims and those that speak out against Rick, all in the name of Defendant GLV.

ANSWER: Defendants deny the allegations in Paragraph 260.

261. Based upon Defendants Rick Butler and Cheryl Butler's misconduct, Defendants Rick Butler and Cheryl Butler have unjustly retained a benefit in the form of the money paid by Plaintiff and Class members to Defendant GLV.

ANSWER: Defendants deny the allegations in Paragraph 261.

262. Defendants Rick Butler and Cheryl Butler's continued retention of that monetary benefit violates the fundamental principles of justice, equity, and good conscience.

ANSWER: Defendants deny the allegations in Paragraph 262.

263. Defendants Rick Butler and Cheryl Butler voluntarily accepted the benefit of money paid by Plaintiff and Class members knowing that it was obtained through misrepresentations and omissions of material facts about the services provided through Defendant GLV and the Butler's own coaching. Defendants Rick Butler and Cheryl Butler knowingly directed Defendant GLV to act in a fraudulent manner for the purpose of their own financial gain. Adherence to the fiction of Defendant GLV's separate corporate existence would promote injustice and inequitable consequences. It is inequitable to allow Defendants Rick Butler and Cheryl Butler to retain that monetary benefit.

ANSWER: Defendants deny the allegations in Paragraph 263.

264. As such, Plaintiff and the Class seek the complete disgorgement of all monies obtained by Defendants Rick Butler and Cheryl Butler that sourced from monies paid to Defendant GLV by Plaintiff and members of the Class for GLV's volleyball programs.

ANSWER: Defendants admit that Paragraph 264 reflects the relief sought by Plaintiffs but denies they are entitled to same.

GENERAL DENIALS

Defendants deny, generally and specifically, each and every allegation and each purported cause of action contained in Plaintiffs' Complaint. Defendants further deny, generally and specifically, that Plaintiffs have been damaged in any amount, or at all, by reason of any act or omission of Defendants, their employees, agents, representatives, officers, directors, or any other person acting on Defendants' behalf. Defendants further deny, generally and specifically, that Plaintiffs have suffered any injury or are entitled to any legal or equitable relief within the jurisdiction of this Court. Defendants also deny that Plaintiffs are entitled to any recovery from Defendants for the cause of action alleged against it in the Complaint.

AFFIRMATIVE DEFENSES

In further answer to the Complaint, and as separate and distinct affirmative defenses, Defendants incorporate the "Our Story" document, attached hereto as Exhibit A, and allege as follows:

FIRST AFFIRMATIVE DEFENSE

1. Plaintiff and members of the putative class on whose behalf she purports to sue are estopped from claiming any injury, loss or damages because Plaintiff and members of the putative class failed to make reasonable efforts to prevent or mitigate such injury, loss or damages.

SECOND AFFIRMATIVE DEFENSE

2. Plaintiff and members of the putative class on whose behalf she purports to sue agreed to the contracts by which Plaintiff claims to have caused injury or damage and, as such participation and consent were given knowingly and voluntarily, Plaintiff's claims are invalid.

THIRD AFFIRMATIVE DEFENSE

3. The claims made by Plaintiff and members of the putative class on whose behalf she purports to sue are barred in whole or in part by the doctrines of res judicata and/or collateral estoppel.

FOURTH AFFIRMATIVE DEFENSE

4. The claims made by Plaintiff and members of the purported class on whose behalf she purports to sue are barred because Defendants were under no duty to disclose any of the purported information Plaintiff alleges was not disclosed.

FIFTH AFFIRMATIVE DEFENSE

5. The injury or damage suffered by Plaintiff and members of the purported class on whose behalf she purports to sue, if any there be, would be adequately compensated in an action at law for damages. Accordingly, Plaintiff and the putative class have a complete and adequate remedy at law and is not entitled to seek equitable relief.

SIXTH AFFIRMATIVE DEFENSE

6. Defendants are not liable to Plaintiff and members of the purported class on whose behalf she purports to sue, in whole or in part, because the losses that Plaintiff and the putative class allegedly suffered were not proximately caused by any act or omission of any Defendant.

SEVENTH AFFIRMATIVE DEFENSE

7. Plaintiff and members of the putative class on whose behalf she purports to sue raise claims and theories they do not have standing to raise. Furthermore, the claims made by Plaintiff and members of the putative class are barred in whole or in part because Plaintiff and the putative class did not suffer any injury, damage, or ascertainable loss by reason of the conduct

alleged, and that by reason of the foregoing, Plaintiff lacks standing and is otherwise barred from any recovery against Defendants and barred from prosecuting this action.

EIGHTH AFFIRMATIVE DEFENSE

8. Defendants have a due process right to defend against claims on an individualized basis and assert defenses particular to each class member, including, but not limited to the issues of justifiable reliance, proximate cause, materiality, and the existence of injury and/or damages.

NINTH AFFIRMATIVE DEFENSE

9. Plaintiff's claims are barred or limited to the extent that the claims asserted require the improper extraterritorial application of various state laws.

TENTH AFFIRMATIVE DEFENSE

10. This action is barred on grounds of lack of ripeness.

ELEVENTH AFFIRMATIVE DEFENSE

11. This action is barred in whole or in part for failure to satisfy real-party-in-interest requirements.

TWELFTH AFFIRMATIVE DEFENSE

12. Defendants have performed any and all contractual, statutory, and other duties owed to Plaintiffs, therefore, this action is barred and Plaintiffs are estopped from asserting any cause of action against Defendants.

THIRTEENTH AFFIRMATIVE DEFENSE

13. This action is barred because Defendants at all times acted in good faith in their dealings with Plaintiff and members of the purported class on whose behalf she purports to sue. Furthermore, Defendants at all times acted in good faith and with reasonable grounds for believing that they had not violated Illinois or federal law

FOURTEENTH AFFIRMATIVE DEFENSE

14. This action is barred because Defendants have not caused any damage to Plaintiff and members of the purported class on whose behalf she purports to sue.

FIFTEENTH AFFIRMATIVE DEFENSE

15. This action is barred in whole or in part by applicable statutes of limitation and/or the doctrines of laches, and/or estoppel, and/or unclean hands, and/or ratification, and/or waiver. Further, the applicability of any statutes of limitation and/or the doctrines of laches, and/or estoppel, and/or unclean hands, and/or ratification, and/or waiver require individualized determinations for each putative member of the purported class, thereby precluding class-wide resolution.

SIXTEENTH AFFIRMATIVE DEFENSE

16. This action is barred because Defendants have not breached any duty owed to Plaintiff and members of the purported class on whose behalf she purports to sue.

SEVENTEENTH AFFIRMATIVE DEFENSE

17. To the extent (and without admitting that) there is any entitlement to recover, such recovery is subject to setoff.

EIGHTEENTH AFFIRMATIVE DEFENSE

18. The named Plaintiff in this purported class action is not an adequate class representative and is not representative of any class of putative plaintiffs

NINETEENTH AFFIRMATIVE DEFENSE

19. This lawsuit is not appropriate for class action treatment, because a class action will not and cannot be a more efficient, expeditious or just method of resolving the claims alleged in this action.

TWENTIETH AFFIRMATIVE DEFENSE

20. Plaintiff's claims, and each of them, brought on behalf of herself and the putative members of the purported class as set forth in the Complaint, cannot and should not be maintained on a class-action or representative action, because, alternatively:

- a. The class definition is overbroad;
- b. The purported class is unascertainable;
- c. Part or all of the purported class is not numerous;
- d. Questions of law or fact common to the purported class do not exist;
- e. Plaintiff's claims are not typical of the claims of those she purports to represent;
- f. Plaintiff will not fairly and adequately protect the interests of the purported class;
- g. Common questions do not predominate;
- h. A class action is not superior to other available methods for the fair and effective adjudication of the controversy; or
- i. Other applicable requirements are not met.

TWENTY-FIRST AFFIRMATIVE DEFENSE

21. The purported claims made by Plaintiff and members of the purported class on whose behalf she purports to sue are barred in whole or in part because their own actions or omissions were the sole, proximate, and legal cause of any injuries or damage they allegedly suffered. Plaintiffs' damages arising from this cause of action(s), if any, were solely or substantially caused by Plaintiffs' own negligence or fault. Plaintiffs' alleged injuries, if any, were not caused by the actions of Defendants.

TWENTY-SECOND AFFIRMATIVE DEFENSE

22. The claims made by Plaintiff and members of the putative class on whose behalf she purports to sue are barred in whole or in part because any loss, damage, actual injury, or detriment Plaintiffs allege they and the putative classes suffered was proximately caused by the acts or omissions of persons other than Defendants and over whom Defendants had no control; however, in the unlikely event a trier of fact finds that Defendants are liable to Plaintiffs for any loss, damage, actual injury, or detriment, Defendants are entitled to indemnity from those other persons in direct proportion to their respective fault.

TWENTY-THIRD AFFIRMATIVE DEFENSE

23. The purported claims made by Plaintiff are barred in whole or in part by Plaintiff's release and/or the doctrine of accord and satisfaction.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

24. Plaintiff's and the proposed class's claim for damages is grossly disproportionate to the conduct alleged, constitutes an excessive fine, and violates the Defendants' due process rights under the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution

TWENTY-FIFTH AFFIRMATIVE DEFENSE

25. The Complaint, and each cause of action thereof, is barred – or the damages flowing there from reduced – because Plaintiff and putative members of the purported class as set forth in the Complaint failed to notify Defendants of the alleged statutory violations at the time such violations allegedly occurred, which prevented Defendants from taking any action to remedy such alleged violations.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

26. Plaintiff's claims, and each of them, brought on behalf of herself and the putative members of the purported class as set forth in the Complaint, if allowed to be tried upon or with so-called representative evidence, would violate the procedural and substantive Due Process clauses of the state and federal Constitutions.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

27. Plaintiff's claims, and each of them, brought on behalf of herself and the putative members of the purported class as set forth in the Complaint, that seek the imposition of multiple penalties and/or exemplary damages for the same basic wrongs are unconstitutional in that such relief violates the Due Process clauses of both federal and state Constitutions.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

28. The injunctive relief sought by Plaintiff and the putative class violates the Due Process clauses of both federal and state Constitutions.

TWENTY-NINTH AFFIRMATIVE DEFENSE

29. The applicable statutes, including but not limited to those referenced in the Complaint, are ambiguous and unclear, and do not impart any notice on Defendants or others similarly situated that their conduct would constitute violation of the statutes and thus violate due process and other law.

THIRTIETH AFFIRMATIVE DEFENSE

30. At all relevant times, the acts or omissions of Defendants were justified and therefore Defendants cannot be liable for those acts or omissions.

THIRTY-FIRST AFFIRMATIVE DEFENSE

31. The Complaint and each cause of action therein is vague, ambiguous, speculative, hypothetical, and uncertain.

THIRTY-SECOND AFFIRMATIVE DEFENSE

32. An award to Plaintiffs or the purported class would constitute unjust enrichment.

THIRTY-THIRD AFFIRMATIVE DEFENSE

33. Plaintiff had full knowledge of the risk involved in the activity in which Plaintiffs were engaged at the time of the occurrence of the incident set forth in the Complaint. Plaintiffs voluntarily assumed the risks incident to the activity engaged in at the time and place mentioned in the Complaint, and the loss or damage, if any, sustained by Plaintiff and the putative class was caused by those risks.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

34. Plaintiffs' and/or the putative class members' recovery of their alleged statutory damages are limited by the applicable statutory and other ceilings or limits on recoverable damages. Recovery of statutory damages on a per person basis would violate due process and other protections contained in the United States Constitution, including, but not limited to, the Eighth Amendment, and also violate the Constitution of the State of Illinois, since there are no or minimal actual damages.

WHEREFORE, having fully answered the Complaint, Defendants, GLV, Inc. d/b/a Sports Performance Volleyball Club and Great Lakes Center, Rick Butler, and Cheryl Butler respectfully pray as follows:

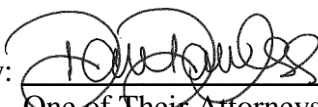
A. That Plaintiff takes nothing by way of her Complaint;

- B. That judgment be entered in favor of Defendants and against Plaintiff on the Complaint as a whole;
- C. That Defendants be awarded attorneys' fees and costs of suit as may be appropriate under applicable statutes; and
- D. That the Court award Defendants such other relief as the Court may deem appropriate.

Dated: July 23, 2018

Respectfully Submitted,

GLV, INC., RICK BUTLER and CHERYL BUTLER

By: 
One of Their Attorneys

Danielle D'Ambrose
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Attorney for Defendants

CERTIFICATE OF DELIVERY

The undersigned, an attorney, certifies that pursuant to Section X (E) of the General Order on Electronic Case Filing for the Northern District of Illinois, service of Defendants' Answer and Affirmative Defenses to Plaintiff's Complaint on all attorneys of record was accomplished through the Court's Electronic Notice for Registrants on July 23, 2018.

/s/Danielle D'Ambrose