

**IN THE CIRCUIT OF THE SIXTH JUDICIAL CIRCUIT  
CHAMPAIGN COUNTY, ILLINOIS**

TERRENCE SHANNON JR.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	2024 CH _____
	)	
THE BOARD OF TRUSTEES OF THE	)	
UNIVERSITY OF ILLINOIS,	)	
a body corporate and politic, and	)	
TIMOTHY KILLEEN, in his	)	
official capacity as President of the	)	
University of Illinois,	)	
	)	
Defendants.	)	

**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF**

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**POINTS AND AUTHORITIES**

**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF**

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	)	
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Defendants.	)	

**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF**

Plaintiff, Terrence Shannon Jr. (“TJ”), by and through his attorneys, for his Verified Complaint for Injunctive and Other Relief against the Defendants, The Board of Trustees of the University of Illinois, a body corporate and politic (“Illinois”) and Timothy Killeen, in his official capacity as President of the University of Illinois (“Killeen”) alleges as follows:

**SUMMARY OF LAWSUIT**

1. Does the presumption of innocence **really** mean anything? That question is at the heart of this case. Illinois has promised TJ that it would adhere to this presumption, but in practice Illinois has not applied it by suspending TJ and ruining his career as if he were already convicted.

2. **TJ maintains his innocence**, for the record. Sexual assault is a horrific crime, and TJ is appalled that his name is mentioned in the same sentence with such a crime, and he in no way seeks to minimize that it is a real problem. TJ has no criminal history. TJ has no history

of disciplinary problems. TJ is a rule-follower. TJ is supported by numerous character affiants, including three Illinois employees, who stand by TJ. TJ also acknowledges that this whole ordeal has been difficult for Illinois. He does not relish having to file a lawsuit against the university that he loves and has proudly represented.

3. TJ plays for the University of Illinois at Urbana-Champaign's ("UIUC") men's basketball team ("Team") and has been widely projected to be a "lottery pick" in the National Basketball Association's ("NBA") 2024 draft. TJ has been accused of sexual crimes in Douglas County, Kansas. The circumstances of the charges, however, are suspect, emanating from a jurisdiction that has a recent history of wrongfully convicting an African American student of rape.

4. Illinois nonetheless has served as judge, jury, and executioner by suspending TJ from the team before the resolution of his criminal charges, eradicating the presumption of innocence and other due process to which TJ is entitled. On December 28, 2023, Illinois suspended TJ from his participation on the UIUC's men's basketball team and has refused to reconsider that suspension unless and until the aforementioned criminal charges against him are resolved. Those criminal charges, however, will not be resolved through trial until well after the conclusion of the current basketball season and after the NBA draft.

5. Illinois has not afforded TJ any due process, despite Illinois' obligations and promises to do so. First, Illinois has refused to afford the protections to which TJ is entitled pursuant to Title IX of the Education Amendments of 1972 ("Title IX"). Alternatively, (a) Illinois has violated its own policies in suspending TJ from the Team; (b) Illinois has breached obligations of alleged contracts to TJ in doing the same, which are also unconscionable; (c) regardless, Illinois has been vague and contradictory in defining exactly

what standards apply to disciplinary proceedings against TJ; and/or (d) Illinois has otherwise violated TJ's due process rights. In any event, Illinois has waived any right it had to suspend TJ by waiting so long to do so after first knowing that TJ was the target of a criminal investigation.

6. Accordingly, TJ has a clearly ascertainable right in his basketball career that is in need of protection. TJ will suffer irreparable harm without injunctive relief, as his career will certainly be ruined if the suspension continues, trouncing on his business interests including contractual rights. Money damages are obviously inadequate-one cannot put a number on the destruction of a promising career at this early stage of it. Further, there is at least a "fair question" as to TJ's claims, and therefore he has a likelihood of success on the merits. A balancing of the harms favors TJ because the harm to TJ in continuing the suspension, killing his career and the ability to support his family while undercutting his defense in the criminal case, dramatically outweighs any harm to Illinois that may be incurred by awarding TJ injunctive relief.

7. Thus, through this lawsuit, TJ seeks injunctive relief to enjoin the Defendants from continuing TJ's suspension unless and until he receives a fair process under Title IX, or as otherwise promised by Illinois to TJ or as required by law, and further requiring Illinois to immediately reinstate TJ to the Team. Alternatively, TJ seeks declaratory relief.

#### **THE PARTIES, JURISDICTION, AND VENUE**

8. TJ is an Illinois citizen who resides in Champaign, Champaign County, Illinois.

9. Illinois is an Illinois body corporate and politic, that can "be sued" in regard to "all its various departments and relations ...." 110 ILCS 305/1.

10. UIUC is a division of Illinois, and the term "Illinois" as used herein includes UIUC where applicable.

11. Killeen is the President and Chief Executive Officer of the University of Illinois system including its campuses at Urbana-Champaign, Springfield, and Chicago.

12. Venue is proper in this county because Defendants reside and/or do business in this county, including through UIUC, and because events giving rise to this lawsuit occurred in Champaign County pursuant to 735 ILCS 5/2-101.

### **THE CHARGES**

13. Illinois' disciplinary actions at issue in this lawsuit ("DIA Action") have been ostensibly conducted by UIUC's Division of Intercollegiate Athletics ("DIA") purportedly to address alleged criminal charges ("Charges") against TJ that arise out of an alleged incident early on September 9, 2023, in Lawrence, Kansas.

14. TJ, Justin Harmon (another UIUC basketball player) ("Harmon"), and university employee and men's basketball graduate assistant DyShawn Hobson ("Hobson") drove to Lawrence, Kansas from Champaign on September 8, 2023, to attend the UIUC-University of Kansas ("KU") football game that night. The three returned to Champaign on September 9, 2023.

15. Hobson drove TJ and Harmon to and from Lawrence at the direction of the Illinois men's basketball coaching staff, to supervise TJ and Harmon. Hobson, as an Illinois employee in furtherance of Illinois' basketball program, escorted and monitored TJ during this trip, including during the time of the alleged incident. [Exhibit A, Hobson Affidavit.] Hobson was with TJ the vast majority of that night and did not witness TJ committing the criminal act alleged against him (nor did anyone else, according to the police reports and the probable cause affidavit received from the authorities).

16. The alleged incident occurred between midnight and 1:00 a.m. at a bar on KU's campus in Lawrence, Kansas called the Jayhawk Café. In terms of reporting from the authorities, TJ has only received redacted police reports (which he received from UIUC on December 28, 2023) (collectively, the "Reports") and a redacted probable cause affidavit from the Lawrence (Kansas) Police Department ("LPD"). (All Reports were redacted when TJ first received them in late December 2023, and TJ has made additional redactions so as to attempt to avoid any possible identifying references to the complainant.)

17. Therefore, the following is a summary of the allegations taken from those documents, which include (a) redacted September 9, 2023 LPD notes regarding surveillance video taken at the Jayhawk Café on the night in question (a true and correct copy of which is attached hereto and incorporated herein as Exhibit B-1); (b) redacted September 9, 2023 LPD notes regarding the LPD's review of the complainant's smartphone (including internet searches) (a true and correct copy of which is attached hereto and incorporated herein as Exhibit B-2); (c) redacted September 11, 2023, LPD notes of an LPD interview of the complainant (a true and correct copy of which is attached hereto and incorporated herein as Exhibit B-3); (d) redacted September 11, 2023, LPD notes of an LPD interview of the complainant's friend (a true and correct copy of which is attached hereto and incorporated herein as Exhibit B-4); and (e) redacted October 4, 2023, Douglas County probable cause affidavit (a true and correct copy of which is attached hereto and incorporated herein as Exhibit B-5):

A. "as they [complainant and friend] were trying to leave [the "Martini Room" level of the Jayhawk Café bar], there was a black male near the door she thought was attractive who started to waive (*sic*) her over." The complainant's friend then "encouraged her to go back into the Martini room and talk to him." Complainant "confirmed she felt like the touching of her buttocks over her skirt was ok with her but it was not ok with her with [the accused] placing his finger inside her vagina." The complainant "stated she did not speak with the male at all or have



any interactions with him." The complainant "stated the male did not physically restrain her." [Exhibit B-3.]

- B. The alleged incident occurred in a very crowded bar, yet there are no witnesses to the alleged incident, which allegedly occurred while the accused had another female in one of his arms at the same time as the alleged incident. [Exhibits B-1, B-4, B-5.] The complainant's friend who accompanied her in the bar during the alleged incident did not witness the alleged incident. [Exhibit B-4.]
- C. The complainant had been consuming unknown amounts of alcohol that evening and was out for at least several hours before the alleged incident. [Exhibits B-2, B-3, B-4.]
- D. Surveillance video does not corroborate the alleged incident, nor does it show TJ and the complainant together in the bar. [Exhibit B-1.]
- E. The alleged incident occurred during the early hours of September 9. After the alleged incident, the complainant and her friend did not immediately leave the bar. Nor did the complainant or her friend notify bar management or security or police at that time. [Exhibit B-3, Exhibit B-4.]
- F. Instead, the complainant went home, performed several internet searches including on the "Kansas state basketball roster," and the University of Kansas basketball and football teams, and then the University of Illinois football and basketball teams. The complainant also performed internet searches related to "sexual assault, state and federal crime definitions." The complainant also performed social media searches. [Exhibit B-2, Exhibit B-3, Exhibit B-4.]
- G. About 15 hours after the alleged incident, and after the complainant identified TJ only by identifying an African-American that looked like him through her above-mentioned internet and social media searches, the complainant reported it to the LPD. [Exhibit B-3.]

18. Therefore, the alleged incident occurred in full public view without any witnesses whatsoever, and there is no confirming physical evidence tying TJ to the alleged incident.

19. The Douglas County criminal process status as applied to TJ has been as follows:
- A. TJ was not indicted by any grand jury. TJ was never identified as the accused by the complainant in a lineup. TJ was not charged until December 5, 2023, three months after the alleged incident.
  - B. The charge is one count, charged in the alternative: felony rape *or* misdemeanor sexual battery. [Exhibit C.] It is unusual for the prosecution to allege as an alternative a misdemeanor in addition to a felony, and particularly so as it relates

to these distinct offenses. This could indicate law enforcement's lack of confidence in the rape allegation.

- C. TJ is scheduled to appear in court for his arraignment on January 18 where he intends to plead not guilty. Approximately 90 days or so thereafter, there should be a preliminary hearing by which time TJ's criminal defense counsel should receive discovery from the prosecution, and TJ's counsel will have an opportunity to confront the complainant at that hearing. Kansas' speedy trial statute has been suspended until March, but in any event the trial is not expected to proceed until after the June 27, 2024, NBA draft (and certainly not until well after the end of the current basketball season).

20. TJ learned that on January 3, 2024, **after** the Charges were filed against him, that the LPD was just then asking to interview a specific KU basketball player named by the complainant in her September 11, 2023 interview with the LPD. [*See e.g.*, Exhibit B-3 at p. 4; Exhibit B-4 at p. 1, or Exhibit B-5 at ¶ 10.]

21. Additionally, TJ believes based on the current information available to him, that the LPD only interviewed the complainant and her friend before making the Charges against TJ, despite knowing the identity of the aforementioned KU basketball player (and many others) in the exact vicinity of the alleged incident. Nor has the LPD or any other criminal authorities interviewed Harmon or Hobson who also accompanied TJ the night of the alleged incident.

22. There are questionable circumstances involving the police investigation and recent prosecution of Albert Wilson, a 20-year old African-American KU student, who was then convicted of a rape in Douglas County (the same jurisdiction prosecuting TJ). Mr. Wilson was charged although there was no corroboration of rape. The charge, however, was later vacated for ineffective assistance of counsel. The Douglas County District Attorney decided there was insufficient evidence and decided not to retry Mr. Wilson. Instead, Mr. Wilson is now suing the State of Kansas for wrongful prosecution. [Albert Wilson - National Registry of Exonerations \(umich.edu\)](https://www.umich.edu/national-registry-of-exonerations). [Exhibit D.]

23. Further, the Douglas County District Attorney herself is facing disciplinary proceedings arising out of contentious circumstances with the Douglas County judiciary, with charges being levied against the District Attorney in August 2023 shortly before the alleged incident involving TJ: Douglas County DA shares regrets in day 2 of disciplinary hearing – The Lawrence Times (lawrencekstimes.com). [Exhibit E.]

### **ILLINOIS' SUSPENSION OF TJ**

24. As detailed in the UIUC Athletic Director's ("AD") December 29, 2023 press conference regarding TJ's situation, Illinois was aware that TJ was of interest to the LPD since late September 2023, when the LPD notified the UIUC police department ("Illinois Police") that the LPD was investigating TJ and interested in interviewing him. (josh whitman press conference terrence shannon - Google Search (video) starting at approximately 11:07, transcript attached as Exhibit F].

25. Illinois interviewed TJ about the inquiry, and the AD reported that "he [TJ] was very forthcoming with us." [Exhibit F at approximately 11:30.] Illinois subsequently learned "that the allegations that were being investigated seemed to be something that occurred in public in the Lawrence bar, where TJ interacted with a young woman and the allegation was that he engaged in some inappropriate touching of her over the course of that interaction." [Exhibit F, at approximately 12:24.]

26. Illinois representatives, according to the AD, had unanimously concluded that the information that Illinois had prior to receiving notification of the Charges on December 27, 2023 was not enough to trigger the DIA Action as to TJ. [Exhibit F, at approximately 13:40.]

27. Shortly thereafter, Illinois learned that TJ was the actual subject of the inquiry. *Id.*

28. TJ was charged with the Charges on December 5, 2023, but TJ did not receive notice of the Charges until December 27, 2023, when Illinois asserts it first learned that fact (Illinois advised TJ of this fact). On December 28, 2023, Illinois temporarily suspended TJ [Exhibit G, true and correct copy of notice of temporary suspension] pursuant to the DIA Student-Athlete Policy (“DIA Policy”), a true and correct copy of which can be found at Student Conduct Policies (SA Handbook) - University of Illinois Athletics (fightingillini.com) and Exhibit H.

29. Thereafter, pursuant to the DIA Policy, the DIA furthered the DIA Action apparently executed by a panel consisting of two Illinois professors and an assistant dean of students (“Panel”). The Panel purportedly convened on January 3 to decide whether to continue the temporary suspension or reinstate TJ, apparently pursuant to the following standards and after receiving TJ’s personal statement:

The Student-Athlete Conduct Panel shall convene within 48 hours of DIA providing notice to the student-athlete of the interim action. The student-athlete may waive the Panel review or request a delay in the convening of the Panel. The Panel may convene via a phone or video conference. The Panel will not act as an investigative body but will exercise good faith and reasonable judgment to draw needed conclusions based on the information available to it at the time it convenes. The Panel will undertake an individualized analysis to determine whether the available information justifies withholding the student-athlete from some or all athletic activities pending resolution of the charges or allegations. *Based on the information available to the Panel at the time the Panel is convened, the Panel may consider the broad spectrum of risks to the University of (a) immediately reinstating the student-athlete, should further investigation reveal that the student-athlete committed the alleged major offense, against (b) continuing to withhold the student-athlete from athletic activities, should further investigation reveal that the student-athlete did not commit the alleged major offense.*

*With the assessment of these risks as the determining factors, and by majority vote, the Panel may take any or all of the following interim actions: (a) withhold the student-athlete from practice; (b) withhold the student-athlete from competition; (c) withhold the student-athlete from accessing any or all athletic department services (including DIA facilities and academic services); and/or (d) reinstate the student-*

athlete to some or all athletic activities pending resolution of the charges or allegations.

*If the Panel decides to withhold the student-athlete from any athletic activity or related support service, it will do so in compliance with, and consideration of, all applicable University, state, and federal regulations applicable to such withholding.*

[See, Exhibit H.]

30. On January 3, 2024, based on the Panel's decision, Illinois suspended TJ from any participation with the Team until the Charges are resolved ("Suspension"). A true and correct copy of Illinois' written notice of the Suspension to TJ is attached hereto and incorporated herein as Exhibit I. Therefore, the Suspension is indefinite, and will likely last the entire season without court intervention since, as alleged herein, the Charges will not go to trial until well after the current basketball season is over.

31. TJ was provided no due process prior to the Suspension. There was no presumption of innocence. There was no hearing that he attended. There was no written notice as to who exactly assessed his fate and how (other than knowing that they were Illinois employees, not neutrals). No record of any proceedings was provided to him. The utter lack of safeguards provided to TJ are detailed more below, especially when compared to Title IX and an entirely separate Illinois action initiated against TJ on January 5, 2024.

32. At his December 29, 2023 Press Conference, the AD explained more about the DIA Action that led to the Suspension [Exhibit F, transcript of press conference from 3:42 to 8:30.]: (a) each Fall, the AD explains to the athletes that there are three tracks that may apply to a student who has engaged in alleged misconduct: (i) the criminal authorities/process; (ii) Illinois' Office of Student Conflict Resolution ("OSCR") (Home | Office for Student Conflict Resolution | UIUC (illinois.edu) [Exhibit J], which enforces Illinois' Student Code and the "UIUC Student Disciplinary Procedures (illinois.edu)" [Exhibit M] ("OSCR Policy"), which in turn contains the

Illinois Sexual Misconduct Policy in its Article 1 (Article 1 » Student Code » Illinois, Exhibit K) *see also*, Exhibit P); and (iii) the DIA Action, that includes an unidentified panel of three from Illinois' faculty but which is independent of the DIA according to the AD. The AD reiterated that the DIA is not an investigator, but instead the DIA relies on law enforcement or OSCR for that function. The AD stated at his December 29, 2023, press conference that these three tracks are parallel and independent, but can also “intersect.”

33. After the Panel purportedly convened and decided not to lift TJ's suspension, TJ received notice on January 5, 2024, that OSCR began an investigation which subjected him to the OSCR Policy (“OSCR Action”). [Exhibit L, notice.] As outlined in that notice, and as further outlined below, the OSCR Policy affords far more rights to the accused: UIUC Student Disciplinary Procedures (illinois.edu) [Exhibit M.] But the OSCR Action is far from fair as will be detailed below.

34. Although the OSCR Policy does have provisions to proceed under Title IX, TJ once again was not afforded Title IX protection by Illinois as to the OSCR Action either. [Exhibit M at Appendix D; Exhibit L.]

35. The action that led to the Suspension in the first place was fatally flawed in one or more of the following ways:

- a. The panel that decided TJ's fate entirely consisted of all university employees, not anyone neutral or impartial. While each of the panel members no doubt has high integrity, they nonetheless are depending on Illinois for their professional livelihood. This is exacerbated by the fact that the panel's ruling standard was exclusively centered on assessing risk to their employer, Illinois.
- b. It did not presume TJ's innocence, despite Illinois' promises that it would do so. In fact, although the aforementioned notice of suspension [Exhibit I] claims that Illinois did not determine TJ's guilt or innocence, it nonetheless suspended TJ until the “resolution of the charges against you stemming from the September 2023 incident in Kansas.”

- c. TJ was not formally notified of the identity of who actually concluded TJ would be suspended, akin to a secret court where the accused does not know the identity of those deciding his fate. Also, Illinois learned the identity of the complainant before TJ. In fact, Illinois was the one who first informed TJ of the complainant's identity on January 5, 2024 (which again, was after the Panel purportedly convened and made its determination against TJ).
- d. Although TJ was permitted to submit a written statement, he was not permitted to appear before those who decided his fate to present evidence or to confront his accuser.
- e. The Suspension was levied against TJ despite the obvious flaws of the criminal investigation against him to date, and the fact that the criminal process is in its very early stages, with TJ not even having received discovery from the prosecutors yet, and the criminal authorities still apparently not interviewing any witnesses besides the complainant and her friend despite the fact that the alleged incident occurred in an extremely crowded bar subject to surveillance video and wherein the complainant identified at least one specific KU basketball player (no doubt well known in Lawrence, Kansas, where KU basketball reigns).
- f. It did not provide TJ the other safeguards to which TJ would be afforded under Title IX, the OSCR Policy (deficient as it is) including the Illinois Sexual Misconduct Policy, or the Scholarship Contract alleged below.
- g. By the AD's admission, Illinois, through the DIA, is not an investigatory body, and therefore, at least as was disclosed to TJ, did not do its own investigation of the facts aside and apart from reading the Reports and TJ's personal statement, upon information and belief.
- h. Further, the DIA did not provide any written ruling or any explanation for the Suspension beyond the bare Charges.
- i. The singular DIA Action to decide TJ's fate-which included a multitude of other differences between the DIA Action and other avenues available to Illinois as detailed in this Complaint-was in and of itself a fatal flaw by Illinois in its handling of TJ's situation.

36. The AD stated as follows regarding Illinois policies when addressing TJ's proceedings within Illinois: "...DIA policy affords student-athletes appropriate levels of due process based on the nature and severity of the allegations." No. 11 Illinois suspends Terrence Shannon Jr. with FDU up next - CBSSports.com. [Exhibit N.] The AD also stated at the

aforementioned press conference that the presumption of innocence “continues to apply” to the DIA Action. [Exhibit F at approximately 1:27.]

37. The AD also clearly admitted that “DIA is not an investigator,” instead relying on OSCR (which had not even started its investigation (to TJ’s knowledge) when the Panel purportedly convened) and law enforcement investigations. [Exhibit F at approximately 5:57.]

38. TJ does not recall ever signing any contract or other document wherein he agreed to the DIA Policy and subjected himself to the DIA Action. The only contract with Illinois of which TJ is aware is his April 27, 2022, Tender of Financial Aid, executed by both TJ and the university (“Scholarship Contract”). [A true and correct copy of this contract is attached hereto and incorporated herein as Exhibit O.] Under the terms of that contract, specifically its “Schedule A,” TJ can only lose his athletic scholarship if he is convicted of a crime involving sexual misconduct or pleads guilty or no contest to such a crime (or if he is found responsible for sexual misconduct by a “formal institutional disciplinary action...”) None of this has occurred.

39. Further, Illinois has a another sexual misconduct policy in its Campus Administrative Manual (“Second Sexual Misconduct Policy”): *See* Sexual Misconduct – Campus Administrative Manual (illinois.edu) [Exhibit P.] Illinois’ Second Sexual Misconduct Policy is also enforced by OSCR and applies to all students and explicitly states: “This policy includes the processes to be used for all reports or complaints of sexual misconduct.” [Exhibit P, “Policy” section which is under the “Authority” section.]

40. Illinois’ Second Sexual Misconduct Policy implements Title IX at Illinois (as do its other applicable policies). As an institution that receives federal financial assistance from the U.S. Department of Education (the “Department”), Illinois must comply with Title IX. 20 U.S.C. §1681 et. seq. As explained by the Department in the preamble to Title IX’s implementing



regulations, one key purpose of the Title IX regulations is to “hold [institutions of higher education] accountable for responses to sexual harassment designed to protect complainants’ equal educational access and provide due process protections to both parties before restricting a respondent’s educational access.” 85 Fed. Reg. 30026, 30044 (May 14, 2020). The Department further noted that absent Title IX’s regulations ensuring due process, institutional policies addressed sexual harassment grievance procedures “unevenly” and “at times employing procedures incompatible with constitutionally guaranteed due process and principles of fundamental fairness, and lacking impartiality and reliability.” 85 Fed. Reg. 30048.

41. Illinois did not apply Title IX in issuing the Suspension. Had Illinois applied Title IX, it could not suspend TJ from the Team unless and until Illinois’ Title IX coordinator “undertakes an individualized safety and risk analysis, [and] determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal” (“Title IX Risk Analysis”). 34 CFR §106.44(c).

42. Illinois has never performed a Title IX Risk Analysis of TJ. Regardless, TJ has been on Illinois’ campus since the alleged incident, without any criminal, disciplinary, or other issues. Prior to his December 28, 2023, temporary suspension, TJ was a full participant on the Team, traveling to numerous destinations. And all along TJ has continued his studies at Illinois, again working towards a degree in sociology in May 2024. Further, according to the various affiants [Exhibits A and Q-1 through Q-7], TJ is not a threat to anybody at Illinois or otherwise, and Illinois has not alleged to the contrary. Instead, Illinois has allowed TJ to remain on campus as a student and otherwise.

43. As alleged above, the AD stated that TJ is subject to three parallel and at times intersecting tracks. The first track, law enforcement, is supposed to provide TJ with the well-known constitutional rights afforded to the accused. The following is a comparison of the second track (OSCR Policy) [Exhibit M], which is just now commencing against TJ approximately three months or more after Illinois knew that TJ was the subject of a criminal investigation, to the third track (DIA Action) [Exhibit H], through which TJ was suspended and which is the challenged action in this lawsuit (as to OSCR, §2.05 applies if Illinois' case coordinator is the police, judge, jury, and executioner, while under §2.06 Illinois' case coordinator is the police, but a panel of three Illinois students, faculty, and/or staff serve as judge, jury, and executioner):

<b>Right afforded</b>	<b>OSCR Policy Allow Right?</b>	<b>DIA Policy Allow Right?</b>
Respondents' Rights Section	Yes (2.03)	No
Appeal of initial decision	Yes (2.03b)	No
"Objectivity" section (decisions must be based on objective evaluation of evidence)	Yes (2.03f)	No
Participation (respondent can identify and present witnesses, provide relevant information, and actually participate in hearing)	Yes (2.03g)	No
Notice-Detailed description of dates and location of alleged incident	Yes (2.04(b)(i))	No
Notice-Identity of complainants	Yes (2.04(b)(ii))	No
Initial meeting with case coordinator	Yes (2.04(b)(v))	No
Decision after initial meeting by case coordinator whether case coordinator or subcommittee on student conduct will decide the issue	Yes (2.04(d))	No

Illinois (through case coordinator) investigates, interviews witnesses (including complainants), and other witnesses)	Yes (2.05(b)(i) or 2.06 (c)(i))	No (as the AD stated, DIA is not an investigative authority)
Illinois provides respondent with all investigative materials	Yes (2.05(b)(ix) or 2.06(c)(v))	No
Preponderance of evidence standard-did respondent violate Student Code (or Sexual Misconduct Policy, if applicable)?	Yes (2.05(c) and 2.06(11))	No (and the governing standard, which is silent as to burden of proof, is entirely university-centered, not student-athlete centered)
(If panel and not case coordinator decides) Respondent learns identity of panel members and can challenge their objectivity	Yes (2.05(f) or 2.06(f))	No
Evidence including witnesses provided by respondent at final hearing	Yes (2.05(h) or 2.06(h))	No
Audio recording of hearing (but only by OSCR staff, not a court reporter)	Yes (2.05(h)(vii) or 2.06(h)(7))	No
Respondent learns details of procedure of hearing, and actual fact finding by panel	Yes (2.05(i) and 2.06(h),(i), and (j))	No
Sentencing procedure with additional evidence if student found guilty of misconduct	Yes (three panel alternative only) (2.06(j)(ii))	No
Conflicts of interest rules, including disqualification, for finders of fact	Yes (2.08)	No
Reprimand, censure, probation, or other less severe alternatives to suspension	Yes (2.10(b-d))	No
Detailed appellate procedure	Yes (Article III)	No (no appeals)
Respondents' access to university files about them	Yes (4.05)	No
Alternative dispute resolution (Informal Resolution Option)	Yes (4.07)	No
Specific references to "due process" in the policy	Yes (2.06(b)(1) and 4.03(a))	No

44. Therefore, the OSCR Action monumentally provides more safeguards to the student respondent compared to the DIA Action which is embarrassingly barren of such safeguards. Yet, Illinois rushed to judgment and suspended TJ essentially for the entire season (given the timing of the criminal proceedings) without first providing him with any of the safeguards of the OSCR Action. (As alleged below, although the OSCR Action provides more safeguards to TJ than the DIA Policy, that is not to say that it is fair.)

45. Additionally, the OSCR Policy specifically applies to UIUC students involved in “varsity athletics.” [Exhibit M, §2.10(c)(ii)], one of the penalties that can come from an OSCR Action is as follows: “Behavioral Restrictions. The student is restricted from certain activities on campus (e.g. participation in certain registered student organizations, intramural or **varsity athletics**; contact with specific people or physical locations; or other restrictions deemed just and appropriate).”] Therefore, the OSCR and DIA Actions overlap in many ways (or, as the AD stated, they “intersect.”)

46. This is not, however, to acknowledge that the OSCR Action is fair by any stretch of the imagination. First, it is possible that one person, an OSCR case coordinator, could decide TJ’s fate with minimal rights afforded to TJ (unless OSCR determines that “the allegations, if true would likely result in suspension or dismissal from the university”). [Exhibit M, § 2.05.]

47. Otherwise, a panel of three, comprised of at least one UIUC student and at least one UIUC faculty or staff member will decide TJ’s fate if not enjoined. [Exhibit M, § 2.06.] There are specifics as to an OSCR Action, as outlined above, but the following are among the troublesome items of this scenario:

- a. Neither Illinois nor the accused appears to have any subpoena power. This is especially acute where there is a parallel legal proceeding (criminal case). Without subpoena power, any genuine fact-finding is dramatically inhibited.

- b. The accused does not have the right to directly confront witnesses or the accusers. Instead, the accused must feed questions to the panel “Chair,” who then decides whether or not to ask a question proffered by the accused. [Exhibit M, §§ 2.06(h)(x).] This concern is exacerbated by the fact that the complainant apparently does not have to actually participate in the proceedings, or at least is able to refuse to answer questions posed by the panel. [Exhibit M, §2.02(g).]
- c. While the accused has the right to have an advisor (counsel) present during meetings with the OSCR case coordinator or at the hearing, the advisor is not permitted to actually participate in any such meetings or the hearing. [Exhibit M, §2.03(a).]
- d. Character evidence is deemed irrelevant at the liability phase of the “hearing,” and may only be introduced at the “sentencing” phase. [Exhibit M, §§ 2.06(h)(v).]
- e. The “hearing is closed to the public.” [Exhibit M, §§ 2.06(h)(i).]
- f. Although the hearing is audio-recorded, that is only done by OSCR staff, not a real court reporter, raising questions as to authenticity and quality of recording. And “no other participants are permitted to record the hearing.” [Exhibit M, §§ 2.06(h)(v).]
- g. A word search of the search terms “oath” or “perjur!” reveals no obligation of any witness to testify truthfully. As recently confirmed by the Connecticut Supreme Court, such proceedings are inherently unfair and illegitimate, since they lack safeguards to ensure truth-seeking. *Khan v. Yale Univ.*, 347 Conn. 1 (2023) [opinion attached as Exhibit X], where a **7-0** panel of the Connecticut Supreme Court basically found that Yale University disciplinary proceedings wholly unreliable.
- h. In more “legalese” terms, Yale University, overseeing a similar proceeding to the one that Illinois is now subjecting TJ to through OSCR, was not immune to defamation and related claims brought by an accused against his accuser and Yale University who oversaw the proceeding because the proceeding was simply not fair to the accused, finding in part (at 38-39):

After reviewing the record before us, we conclude that the UWC proceeding did not incorporate sufficient procedural safeguards to be considered quasi-judicial. Specifically, the UWC proceeding failed **(1) to require complainants to testify under oath or to subject them to explicit and meaningful penalties for untruthful statements, (2) to provide Khan, or his counsel, the meaningful opportunity to cross-examine adverse witnesses in real time, (3) to provide parties a reasonable opportunity to call witnesses to testify, (4) to afford Khan the opportunity to have the**

***active assistance of counsel during the UWC hearing, and (5) to provide Khan any record or transcript of the proceeding that would assist him in obtaining adequate review of the UWC decision or to expose the legitimacy or fairness of the proceeding to public scrutiny.*** Although we do not maintain that all of these procedural features are required for our recognition of a quasi-judicial proceeding, we conclude that the collective absence of such features militates against a determination that the proceeding had adequate safeguards to ensure reliability and promote fundamental fairness.

(The Connecticut Supreme Court in *Khan* was answering certified questions on Connecticut law directed to it by the United States Court of Appeals for the Second Circuit as to the accused’s federal lawsuit involving the (in his words) “kangaroo court” to which he was subjected, very similar to Illinois’ OSCR Action. *Khan v. Yale Univ.*, 85 F.4th 86 (2d Cir. 2023). The Second Circuit left all but one of the accused’s claims intact (the one being dismissed based on statute of limitations grounds) in this ruling dated October 25, 2023)).

48. Illinois has known that TJ was the subject of the criminal investigation that led to the Charges since September 2023, yet it took no action until December 28, 2023, and then came to an effectively permanent decision just 6 days later on January 3, 2024. There should always be time for due process, especially when Illinois is taking actions that will destroy a student’s career.

49. The concept of protecting the rights of the accused is also embodied in Title IX. Ironically, if the alleged incident involving TJ occurred on UIUC’s campus, there would be no question that he would have been entitled to all Title IX safeguards by Illinois’ own position. The fact that Illinois chose to implement a policy so devoid of due process safeguards, as opposed to Title IX, is arbitrary and capricious.

50. Additionally, the AD did not mention TJ's Scholarship Contract in his recitation of those three tracks. The Scholarship Contract, however, is a valid and binding agreement between Illinois and TJ, and provides more specific safeguards to TJ (i.e., he cannot be penalized unless and until he is convicted of a crime involving sexual misconduct, pleads guilty or no contest to the same).

**MORE FACTS BEARING ON IRREPARABLE HARM  
AND THE INADEQUACY OF LEGAL REMEDIES**

51. TJ's mother and father separated when he was 2 years old, and he lived with his mom since that time.

52. He now supports his mother and his four siblings through her (ages 7, 12, 14, and 21) and provides significant financial support to his additional three siblings through his father (ages 12, 17, and 19).

53. TJ believes that he may have one year of NCAA eligibility remaining. However, he intends to try to play professionally after receiving his degree in sociology from Illinois this May. It was always his goal to get his degree, and he hopes to be able to attain that goal this May. Illinois employee affiants confirm that TJ is a good, hard-working, and conscientious student. [Exhibits Q-6 and Q-7.]

54. TJ has been an Illini team captain for the past two seasons. At the outset of this season, he was projected to be a second round draft pick. *See e.g.*, [Bleacher Report: Updated mock draft and Round 1 NBA comparisons | NBA.com](#). [Exhibit R-1.] However, as the season progressed, TJ has played better than expected, leading the Illini to a top 10 current national ranking while scoring 21.7 points per game. Therefore, he has now risen to a projected first round NBA draft choice (2024 draft). *See e.g.*, [2024 NBA Mock Draft: Pro Comparisons and Full 2-Round Predictions | News, Scores, Highlights, Stats, and Rumors | Bleacher Report \(#14\)](#)

and NBA Mock Draft - NBADraft.net (#20) [Exhibits R-2 and R-3]. Such prospects could be expected to make \$3,500,000 to \$4,000,000 per year for the first three years of their career. *See e.g., NBA Rookie Scale - RealGM* [Exhibit R-4.] Without question, TJ's draft stock will drop to little to nothing unless he is immediately reinstated. [See attached, Exhibits Q-1, Q-2, Q-3, and Exhibit S.]

55. There are now seventeen games left in the Team's regular season, and there promises to be many more games in the Big 10 and NCAA tournaments. The next game is January 11 against Michigan State. [Exhibit T, schedule.] TJ has already missed three games due to suspensions. The Suspension may also jeopardize TJ's Name Image and Likeness (NIL) deal.

56. TJ has no prior criminal history. TJ has no history of academic or athletic disciplinary issues. To the contrary, coaches and religious personnel who know TJ describe him as an "incredible [or "exceptional"] young man," who "plays by the rules," who "respects authority," who is a "rule follower," who is a "nice person with a good heart," who "genuinely cares about others," and who treats women "with the utmost respect." [See attached, Exhibits Q-1 through Q-5]

57. Further, two Illinois employees have provided character affidavits supporting TJ. [Exhibits Q-6 and Q-7.]

58. These affidavits also strongly affirm TJ's character, respect for others, and contributions to the university community outside of basketball.

59. The examples of false or otherwise unsubstantiated accusations against athletes are too numerous to list here, but the following are just a few examples:

- a. Brian Banks: Falsely Accused: The Brian Banks Story - Legal Talk Network [Exhibit U-1]. Mr. Banks, at the time he was a USC football recruit, was



falsely accused of rape, pleaded no contest due to bad legal advice, and was later exonerated when his false accuser admitted to the false allegations.

- b. Sean Oakman: After Being Acquitted of Rape, Former Baylor Player Hopes to Join NFL – NBC 5 Dallas-Fort Worth (nbcdfw.com) [Exhibit U-2]. Mr. Oakman was acquitted of rape three years after the charges but the charges ruined his chances at an NFL career.
- c. Duke Lacrosse case: Duke Lacrosse Incident Duke lacrosse case - Wikipedia [Exhibits U-3 and U-4]. The circumstances of this case are well-known. The rush to judgment also included significant faculty sentiment, expressed in writing, against the falsely accused players before they were exonerated. It is reported that Duke University paid \$60,000,000 in settlement.
- d. Malik St. Hilaire and Dhameer Bradley: Black Former Football Players Sue College And White Woman For False Rape Allegations | News | BET [Exhibit U-5]. Two African-American football players for Sacred Heart University were falsely accused by a white woman were exonerated, but only after one lost his scholarship and both withdrew from school while facing possible discipline from the school.
- e. Amir Riep and Jahsen Wint: Ex-Ohio State football players acquitted of rape, kidnapping | AP News [Exhibit U-6]. Messrs. Riep and Wint were kicked off the OSU football team in 2020 after being arrested on sensational charges of rape and kidnapping. Approximately three years later they were acquitted after the jury deliberated for four hours.
- f. Jackson Mahomes: Charges against Jackson Mahomes requested to be dismissed: Prosecutors (usatoday.com) [Exhibit U-7] and Jackson Mahomes sees felony charges in Kansas battery case get dropped (foxnews.com) [Exhibit U-8]. Although Jackson Mahomes is not well-known as an athlete, he is the brother of Kansas City Chiefs star quarterback Patrick Mahomes. He was accused of three counts of felony sexual assault for a 2023 incident that happened in a Kanas bar. On January 3, 2024, the prosecutors dropped those charges when the victim advised that she would assert the Fifth Amendment right against self-incrimination if she were forced to testify against Mahomes, because the incident was consensual.

60. One of many points of the above cases is that an athlete's career is often ruined by their institution's suspensions or expulsion months or years before the criminal process exonerates them.

**COUNT I-INJUNCTIVE AND DECLARATORY RELIEF: TITLE IX (ILLINOIS)**

61. TJ adopts and reincorporates paragraphs 1 through 60 by and for paragraph 61 as if more fully alleged herein.

62. The Illinois Injunction Act, 735 ILCS 5/11-101, *et seq.* and the Illinois Declaratory Judgment Act, 735 ILCS 5/2-701, *et seq.*, have been in full force and effect at all relevant times.

63. There is an actual and justiciable controversy in need of this Court's immediate resolution. TJ, on the one hand, asserts that Title IX and all of its safeguards protecting those in his situation should actually be applied to his situation. Illinois, on the other hand, asserts that Title IX does not apply to TJ's situation.

64. Further, money damages cannot fully and adequately compensate TJ for the reasons alleged above.

65. Hobson, a paid university employee, in the scope of his employment and in furtherance of Illinois' interests in the Team, transported and escorted TJ on his entire trip from Champaign to Lawrence wherein the alleged incident giving rise to the Charges occurred. [Exhibit A.] Hobson did so at the directive of his superiors, three assistant coaches for the Team. [Id.] Hobson checked in with two coaches from the Team for the entire trip. [Id.]

66. Title IX is applicable because Illinois has actual knowledge of alleged sexual harassment that took place in an education program or activity of the university against a person in the United States. *See*, 34 CFR §106.30; §106.44(a).

67. The alleged conduct took place in an "education program or activity" of Illinois' because Illinois exercised substantial control over both TJ and the alleged context in which the alleged incident occurred. *See*, 34 CFR §106.44(a) ("education program or activity" covered by

Title IX includes “circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs.)”

68. Further, Title IX, as a remedial statute, must be liberally construed in favor of applicability. *See e.g.*, Keeley B. Gogul, “The Title IX Pendulum: Taking Student Survivors Along for the Ride.” 90 Univ. of Cincinnati Law Rev., 1016 (March 2022).

69. Once Title IX applies, Illinois is required to follow all applicable regulations and guidance when responding to claims of sexual harassment. In particular, Title IX regulations explicitly state that Illinois may **not** suspend or remove the accused from an education program or activity pending a determination of responsibility at the conclusion of a grievance process, unless and until the university “undertakes an individualized safety and risk analysis, [and] determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.” 34 CFR §106.44(c).

70. Such regulatory requirements, which have the force and effect of law, supersede any Illinois policies to the contrary, including the DIA Policy or the OSCR Policy. Further, as noted above, the DIA Policy itself is explicit that its terms are subject to applicable federal regulations, including Title IX (as is the OSCR Policy):

*If the Panel decides to withhold the student-athlete from any athletic activity or related support service, it will do so in compliance with, and consideration of, all applicable University, state, and federal regulations applicable to such withholding.*

71. There has been no finding that there is any need for emergency removal of TJ pursuant to 34 CFR §106.44(c) or any other rule or law. In fact, the circumstances beg otherwise, as alleged above.

72. Further, Illinois is required to comply with §106.44(a) and (c), outlining circumstances when an emergency suspension/removal of a student is appropriate, regardless of whether a formal complaint is filed. However, Title IX applies even where the complainant has not filed a formal Title IX complaint “and is not participating in or attempting to participate in the school’s education program or activity.” Question 24 of Questions and Answers on the Title IX Regulations on Sexual Harassment (July 2021) (PDF) (ed.gov) [Exhibit V]. “Put simply, there are circumstances when a Title IX Coordinator may need to sign a formal complaint that obligates the school to initiate an investigation regardless of the complainant’s relationship with the school or interest in participating in the Title IX grievance process. This is because the school has a Title IX obligation to provide all students, not just the complainant, with an educational environment that does not discriminate based on sex.” *Id.*

73. Also, “[t]he Department [of Education] may not deem a recipient to have satisfied the recipient's duty to not be deliberately indifferent under this part based on the recipient's restriction of rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment.” 34 CFR §106.44(a).

74. Therefore, TJ requests that the Court issue an order declaring as follows:

- a. that Title IX applies to this situation; and,
- b. that Illinois either immediately perform an individualized safety and risk analysis pursuant to 34 CFR §106.44(c) to determine if TJ constitutes an immediate threat to the physical health or safety of any student or other individual that justifies suspension or should contemporaneously and immediately reinstate TJ as a full participant in on the Team.

75. Also, TJ requests that the Court awards him temporary, preliminary, and permanent injunctive relief because money damages are inadequate (as alleged above), he will incur irreparable harm without injunctive relief, he has a likelihood of success on the merits, a

balancing of the equities favors him, and the public interest will not be harmed by injunctive relief in TJ's favor (to the extent the Court applies the last two factors).

WHEREFORE, Plaintiff, Terrence Shannon Jr., respectfully requests that this Court enters a judgment against the Defendant, The Board of Trustees of the University of Illinois as follows:

- a. orders a declaratory judgment in favor of the Plaintiff, and against the Defendant, as follows:
  - i. that Title IX applies to this situation;
  - ii. that Illinois' Title IX coordinator should initiate a Title IX Complaint so that due process and other safeguards afforded to TJ, his accuser, and others are followed;
  - iii. that Defendant either immediately perform an individualized safety and risk analysis pursuant to 34 CFR §106.44(c) to determine if TJ constitutes an immediate threat to the physical health or safety of any student or other individual that justifies suspension, or should contemporaneously and immediately reinstate TJ as a full participant on the Team;
- b. orders temporary, permanent, and/or injunctive relief pursuant to 735 ILCS 5/11-101 to preserve the status quo until a full resolution of this count on the merits; and/or
- c. awards Plaintiff such other relief this Court deems just.

**COUNT II-DECLARATORY AND INJUNCTIVE RELIEF:  
SCHOLARSHIP CONTRACT APPLIES  
(PLEAD ALTERNATIVELY) (ILLINOIS)**

76. TJ adopts and reincorporates paragraphs 1 through 56 by and for paragraph 76 as if more fully alleged herein.

77. The Illinois Injunction Act, 735 ILCS 5/11-101, *et seq.* and the Illinois Declaratory Judgment Act, 735 ILCS 5/2-701, *et seq.*, have been in full force and effect at all relevant times.

78. There is an actual and justiciable controversy in need of this Court's immediate resolution. TJ, on the one hand, asserts that the Scholarship Contract, and not the DIA Policy or the OSCR Policy, should be applied to Illinois' handling of TJ's situation. Illinois, on the other hand, asserts that the Scholarship Contract does not apply to TJ's situation regarding the Charges, and instead the DIA Policy and/or the OSCR Policy applies.

79. Further, money damages cannot fully and adequately compensate TJ for the reasons alleged above.

80. The Scholarship Contract was executed by TJ and Illinois upon an offer, acceptance, and the exchange of proper consideration.

81. TJ has complied with all material terms of the Scholarship Contract. So long as TJ remains compliant with the provisions of the Scholarship Contract, he remains as a student in good standing at the UIUC.

82. The Scholarship Contract is the only contract that TJ ever executed with Illinois to his recollection.

83. Schedule "A" to the Scholarship Contract, Exhibit O, states as follows:

**SCHEDULE A TO TENDER OF FINANCIAL AID  
DURING ACADEMIC YEAR(S) 22-23, 23-24**

Pursuant to paragraph 4 of the "Conditions of Financial Aid" section and paragraph 4 of the "Acceptance" section of the Tender of Financial Aid, the following additional conditions of financial aid apply at this institution:  
Athletic aid may be reduced or cancelled in cases of serious or repeated violations of the Division of Intercollegiate Athletics Code of Conduct, published team rules, and/or published academic standards  
Athletic aid may also be reduced, cancelled or not renewed for the following reasons:  
 \* Failure to disclose or misrepresentation of a known physical or mental medical condition;  
 \* Conviction, guilty plea or no contest plea to a crime involving sexual misconduct or dating or domestic violence;  
 \* A finding of responsibility for sexual misconduct or dating or domestic violence by a formal institutional disciplinary action of any collegiate or secondary educational institution;  
 \* Failure to graduate at the end of the period of the award if the student-athlete has remaining eligibility (multi-year tenders only);  
 \* Failure to graduate within four years after initial full-time enrollment at any collegiate or secondary educational institution;  
 \* Graduation;  
 \* The Division of Intercollegiate Athletics reserves the right to reduce athletic aid where a student-athlete receives an increase in exempted institutional financial aid as defined under NCAA legislation.

SIGNED	 Brian Russell, Ph.D. Director of Athletics	SIGNED	 Kimberly Hamilton Financial Aid Director
SIGNED	 Student's Signature	DATE	<u>5/28/22</u> STUDENT ID # (optional) _____
SIGNED	_____ Parent or Legal Guardian's Signature	DATE	____

84. The Scholarship Contract should supersede the DIA Policy as the Scholarship Contract is a written contract executed by TJ and Illinois, while the DIA Policy is not. The Scholarship Contract therefore governs TJ's status at Illinois, including with the Team, since the Scholarship Contract pertains to TJ's athletic scholarship at Illinois.

85. And since the Scholarship Contract supersedes the DIA Policy, Illinois cannot terminate TJ's status on the Team unless and until he is convicted of a crime involving sexual misconduct, pleads guilty or no contest to the same, and/or is found responsible for the same by a formal disciplinary institutional action. None of these events have occurred. To treat TJ in any fashion as a student not in good standing with Illinois is an action in breach of the Scholarship Contract.

86. Therefore, TJ requests that the Court issue an order declaring as follows:

- a. that the Scholarship Contract applies to Illinois' proceedings, and not the DIA Policy;
- b. that Illinois should contemporaneously and immediately reinstate TJ as a full participant on the Team since his suspension from the Team is not permitted by the Scholarship Contract.

87. Also, TJ requests that the Court awards him temporary, preliminary, and permanent injunctive relief because money damages are inadequate (as alleged above), he will incur irreparable harm without injunctive relief, he has a likelihood of success on the merits, a balancing of the equities favors him, and the public interest will not be harmed by injunctive relief in TJ's favor (to the extent the Court applies the last two factors).

WHEREFORE, Plaintiff, Terrence Shannon Jr., respectfully requests that this Court enter the following relief against the Defendant, The Board of Trustees of the University of Illinois as follows:

- a. orders a declaratory judgment in favor of the Plaintiff, and against the Defendant, as follows:
  - i. that the Scholarship Contract applies to Illinois' proceedings, and not the DIA Policy and/or OSCR Policy;
  - ii. that Defendant should contemporaneously and immediately reinstate TJ as a full participant on the Team since his suspension from the Team is not permitted by the Scholarship Contract;
  - iii. ordering temporary, permanent, and/or injunctive relief pursuant to 735 ILCS 5/11-101 to preserve the status quo until a full resolution of this count on the merits;
- b. orders temporary, permanent, and/or injunctive relief pursuant to 735 ILCS 5/11-101 to preserve the status quo until a full resolution of this count on the merits; and/or
- c. awards Plaintiff such other relief this Court deems just.



**COUNT III-INJUNCTION-IMPLIED CONTRACT (DIA POLICY)  
(PLEAD ALTERNATIVELY) (ILLINOIS)**

88. TJ adopts and reincorporates paragraphs 1 through 87 by and for paragraph 88 as if more fully alleged herein.

89. Pleading in the alternative, to the extent this Court finds the DIA Policy applicable (which TJ denies, but again, pleading in the alternative), then the DIA Policy is an implied contract between TJ and Illinois.

90. TJ has complied with all material terms of the DIA Policy.

91. The explicit terms of the DIA Policy include, but are not limited to:

- a. that the DIA will not act against a student-athlete unless it receives “credible information that a student-athlete may have engaged in misconduct, the DIA will evaluate the information to determine whether the allegations, if substantiated, would constitute” a relevant offense. [Exhibit H.]
- b. that the DIA “will exercise good faith and reasonable judgment to draw needed conclusions based on the information available to it at the time it convenes.” [*Id.*].
- c. further, as admitted by the AD, the DIA Policy terms also include, whether explicit or not, the necessity that the DIA presumes TJ’s innocence and otherwise affords TJ due process in coming to its decisions. [Exhibits F and N.]
- d. The DIA Policy incorporates federal law (Title IX) as noted above.

92. Moreover, the DIA Policy contains an implied covenant of good faith and fair dealing that precludes Illinois from acting arbitrarily or unreasonably in its exercise of any discretion it enjoys under the DIA Policy.

93. Illinois breached the DIA Policy in one or more of the following ways:
- a. By not acting on credible information to suspend TJ, especially given the fact that Illinois had basically the same information regarding the facts of the Charges from late September through December 27, 2023 (when it did not suspend TJ) as Illinois had when it decided to temporarily suspend TJ on December 28, 2023, and permanently suspend TJ on January 3, 2024. In fact, the Reports, to the extent they truly were not previously received by Illinois, only provided more exculpatory information in favor of TJ, as alleged above;
  - b. By not affording TJ the presumption of innocence, instead penalizing him as if he were guilty of the Charges in ways that will destroy his career before he has his day in criminal court;
  - c. By not following the letter or spirit of the following language from the DIA Policy which provides instructions to a risk balancing analysis:

*"Based on the information available to the Panel at the time the Panel is convened, the Panel may consider the broad spectrum of risks to the University of (a) immediately reinstating the student-athlete, should further investigation reveal that the student-athlete committed the alleged major offense, against (b) continuing to withhold the student-athlete from athletic activities, should further investigation reveal that the student-athlete did not commit the alleged major offense."*

TJ, however, does not know if the panel actually performed this analysis because TJ did not get any explanation. Regardless, for all the reasons alleged, the risks to Illinois of not reinstating TJ to the Team outweigh the risks of reinstating TJ to the Team, particularly when he is still a student.

- d. By failing to exercise good faith and reasonable judgment with respect to the Suspension in that the risks to Illinois of not reinstating TJ to the Team outweigh the risks of reinstating TJ to the Team, particularly when he is still a student.
- e. By otherwise not affording TJ due process, including, but not limited to, the opportunity to be fully heard (including the right to appear before the panel deciding his fate and present witnesses to them), the right to a panel of neutrals, the right to formally know the specific identity of those deciding his fate and exactly how they came to their decision, the right to a genuine investigation of the facts by Illinois before making its suspension decisions (as Illinois' DIA, which decided the Suspension, has admitted it is not an investigatory body, and instead would have to rely on another of Illinois' divisions to do so), the right to reasonable accommodations that would allow him to fully participate on the Team unless he is found to be a danger to others

on campus, and the numerous other deficiencies of the DIA Action alleged herein.

94. TJ requests that the Court awards him temporary, preliminary, and permanent injunctive relief because money damages are inadequate (as alleged above), he will incur irreparable harm without injunctive relief, he has a likelihood of success on the merits, a balancing of the equities favors him, and the public interest will not be harmed by injunctive relief in TJ's favor (to the extent the Court applies the last two factors).

WHEREFORE, Plaintiff, Terrence Shannon Jr., respectfully requests that this Court enters judgment in his favor and against the Defendant, The Board of Trustees of the University of Illinois temporary, permanent, and/or injunctive relief pursuant to 735 ILCS 5/11-101 to preserve the status quo until a full resolution of this count on the merits; and/or other further relief this Court deems just.

**COUNT IV – DECLARATORY AND INJUNCTIVE RELIEF:  
UNCONSCIONABILITY OF DIA POLICY  
(PLEAD ALTERNATIVELY) (ILLINOIS)**

95. TJ adopts and reincorporates paragraphs 1 through 87 by and for paragraph 95 as if more fully alleged herein.

96. The Illinois Injunction Act, 735 ILCS 5/11-101, *et seq.* and the Illinois Declaratory Judgment Act, 735 ILCS 5/2-701, *et seq.*, have been in full force and effect at all relevant times.

97. There is an actual and justiciable controversy in need of the Court's immediate resolution in that TJ, on one hand, contends (pleading in the alternative) that the DIA Action pursuant to which Illinois issued the Suspension is unconscionable and unenforceable, rendering the Suspension invalid. Illinois disputes TJ's position.

98. Pleading in the alternative, to the extent this Court finds the DIA Policy to govern Illinois' DIA Action against TJ and that Illinois did not breach the DIA Policy (which TJ denies, but again, pleading in the alternative), then the DIA Policy is unconscionable and unenforceable and, therefore, the Suspension is invalid.

99. The DIA Policy is a contract of adhesion drafted by Illinois and imposed on TJ and other student-athletes without any meaningful opportunity for rejection of its oppressive and one-sided terms.

100. The DIA Policy is confusing and contradictory in that it purports to require that the Panel solely consider the interests of Illinois in making determinations, yet it also purports to require consideration of other applicable Illinois, state, and federal regulations, such as Title IX and even the OSCR Policy (deficient as it is), which require consideration of interests beyond those of Illinois and provide meaningful procedural safeguards.

101. Accordingly, the DIA Policy implicates a high degree of procedural unconscionability.

102. Further, the DIA Policy exhibits a high degree of substantive unconscionability in that the DIA Policy's terms are so one-sided that they oppress and unfairly surprise TJ and other student-athletes accused of sexual crimes by stripping such persons of the most basic of procedural protections. Without limitation, the following one-sided aspects of the DIA Policy, which contrast sharply with the procedural safeguards afforded respondents under Title IX and the OSCR Policy (deficient as it is), oppress and unfairly surprise TJ and other student-athletes accused of sexual crimes:

- a. that the DIA Policy permits Illinois to make determinations without any consideration whatsoever of the interests of student-athletes;

- b. the absence of any express requirement that respondents be afforded a presumption of innocence;
- c. the absence of any Respondents' Rights Section;
- d. the absence of any express requirement that the Panel's decisions be based on an objective evaluation of evidence;
- e. the absence of any express right of the respondent to identify and present witnesses, provide relevant information, and participate in the hearing;
- f. the absence of any express requirement that the respondent be provided notice of the identity of the complainant or description of dates and location of the alleged incident;
- g. the absence of any express requirement that the Panel conduct any investigation before rendering a determination;
- h. the absence of any express requirement that Illinois provide a respondent with all investigative materials and provide the respondent with an opportunity to respond in writing to the allegations;
- i. the absence of any express requirement that the Panel base its decision on a reasonable and defined evidentiary standard;
- j. the absence of any express requirement that the respondent be provided the identity of the panel members so that the respondent can challenge their objectivity;
- k. the absence of any express requirement that the respondent be allowed to present witnesses at any hearing;

- l. the absence of any express requirement that a hearing follow reasonable procedures and involve actual fact finding by the panel;
- m. the absence of any express conflicts of interest rules, including disqualification for conflicted panel members;
- n. the absence of any express procedures permitting respondents to access Illinois files about them; and
- o. the absence of any express appellate rights or procedures.

103. Individually and collectively, these failings strip respondents like TJ of even a modicum of due process, resulting in gross oppression and irreparable harm.

104. Accordingly, the DIA Policy is unconscionable and unenforceable.

105. The unenforceability of the DIA Policy renders invalid the Suspension.

106. TJ requests that the Court awards him temporary, preliminary, and permanent injunctive relief because money damages are inadequate (as alleged above), he will incur irreparable harm without injunctive relief, he has a likelihood of success on the merits, a balancing of the equities favors him, and the public interest will not be harmed by injunctive relief in TJ's favor.

WHEREFORE, Plaintiff, Terrence Shannon Jr., respectfully requests that this Court enters declaratory judgment in his favor and against the Defendant, The Board of Trustees of the University of Illinois, declaring that the DIA Policy is unconscionable and unenforceable and that, therefore, the Suspension is invalid; awards temporary, permanent, and/or injunctive relief pursuant to 735 ILCS 5/11-101 to preserve the status quo until a full resolution of this count on the merits; awards Plaintiff his costs; and/or awards Plaintiff any other relief this Court deems just.

**COUNT V-DECLARATORY AND INJUNCTIVE RELIEF:  
COURT DETERMINATION OF WHICH STANDARDS ACTUALLY GOVERN THE  
SUSPENSION PROCESS  
(PLEAD ALTERNATIVELY) (ILLINOIS)**

107. TJ adopts and reincorporates paragraphs 1 through 106 by and for paragraph 107 as if more fully alleged herein.

108. The Illinois Injunction Act, 735 ILCS 5/11-101, *et seq.* and the Illinois Declaratory Judgment Act, 735 ILCS 5/2-701, *et seq.*, have been in full force and effect at all relevant times.

109. There is an actual and justiciable controversy in need of this Court's immediate resolution. TJ, on the one hand, and pleading in the alternative, asserts that Illinois' various policies, including Title IX policies, the OSCR Policy (deficient as it is) (and its attendant Sexual Misconduct Policy), and the DIA Policy are contradictory (in that the first two allow TJ far more safeguards, while the DIA Policy does not) (not to mention other possibly applicable policies like the Second Sexual Misconduct Policy). Illinois, on the other hand, asserts that these policies can operate at the same time and intersect, even though they have different standards.

110. TJ was suspended under the DIA Policy that has the fewest safeguards for him, as outlined above. Further, despite Illinois' promises to the contrary, the DIA Policy does not heed the presumption of innocence or other basic due process rights.

111. Further, money damages cannot fully and adequately compensate TJ for the reasons alleged above.

112. TJ therefore requests a declaratory judgment to the following effect:

- a. that the DIA Action and OSCR Action initiated against TJ are null and void unless and until Illinois demonstrates to the Court exactly which standards apply to TJ's status as a student-athlete and that such standards comply with due process;

b. alternatively, that:

- i. the safeguards (deficient as they are, and TJ reserves all assertions as to the same) afforded by the OSCR Policy should be applied to any Illinois actions deciding TJ's status with the Team, and that any past actions that did not do so are null and void; and
- ii. that OSCR must complete its investigation and its process before Illinois (including, but not limited to, its DIA or those acting at the request of the DIA) takes any action against TJ, including, but not limited to, suspension from the Team, and therefore TJ should be reinstated to the Team.

113. Also, TJ requests that the Court awards him temporary, preliminary, and permanent injunctive relief because money damages are inadequate (as alleged above), he will incur irreparable harm without injunctive relief, he has a likelihood of success on the merits, a balancing of the equities favors him, and the public interest will not be harmed by injunctive relief in TJ's favor (to the extent the Court applies the last two factors).

WHEREFORE, Plaintiff, Terrence Shannon Jr., respectfully requests that this Court enters the following relief against the Defendant, The Board of Trustees of the University of Illinois:

a. a declaratory judgment in favor of the Plaintiff, and against the Defendant, as follows:

- i. that the DIA Action and OSCR Action initiated against TJ are null and void unless and until Illinois demonstrates to the Court exactly which standards apply to TJ's status as a student-athlete and that such standards comply with due process;
- ii. alternatively, that:
  1. the safeguards afforded by the OSCR Policy should be applied to any Illinois actions deciding TJ's status with the Team, and that any past actions that did not do so are null and void; and
  2. that OSCR must complete its investigation and its process before Illinois (including, but not limited to, its DIA or those



acting at the request of the DIA) takes any action against TJ, including, but not limited to, suspension from the Team, and therefore TJ should be reinstated to the Team

- iii. in any event, that Defendant should contemporaneously and immediately reinstate TJ as a full participant on the Team;
- b. ordering temporary, permanent, and/or injunctive relief pursuant to 735 ILCS 5/11-101 to preserve the status quo until a full resolution of this count on the merits; and/or
- c. awarding Plaintiff his costs and such other relief this Court deems just.

**COUNT VI-42 U.S.C. §1983**  
**(PLEAD ALTERNATIVELY) (KILLEEN)**

114. TJ adopts and reincorporates paragraphs 1 through 113 by and for paragraph 114 as if more fully alleged herein.

115. At all times relevant, Killeen, acted under color of state law, as President of the University of Illinois system, has had oversight over the DIA including the Team and can direct his subordinates at the DIA.

116. Killeen, as President of Illinois, has deprived TJ of a constitutionally protected property interest by suspending him from the Team, thereby depriving TJ of the right not to be suspended from the Team without good cause and due process, as required by Title IX, as set forth in the Scholarship Contract, and/or otherwise.

117. Killeen, as President of Illinois, also deprived TJ of a constitutionally protected liberty interest to pursue a career of his choice without the stigma of the Suspension.

118. Killeen, as President of Illinois, also threatens to deprive TJ of a constitutionally protected property interest by subjecting him to the deficient OSCAR Action.

119. Killeen, as President Illinois, has violated TJ's procedural due process rights, as alleged herein. TJ was suspended under the DIA Policy that has the least amount of safeguards

for him, as outlined above. Further, despite Illinois' promises to the contrary, the DIA Action does not heed the presumption of innocence or other basic due process rights. Additionally, the OSCR Policy process that is being applied to TJ does not provide sufficient fairness or due process.

120. Money damages cannot fully and adequately compensate TJ for the reasons alleged above.

121. TJ therefore requests that the Court awards him temporary, preliminary, and permanent injunctive relief because money damages are inadequate (as alleged above), he will incur irreparable harm without injunctive relief, he has a likelihood of success on the merits, a balancing of the equities favors him, and the public interest will not be harmed by injunctive relief in TJ's favor (to the extent the Court applies the last two factors).

WHEREFORE, Plaintiff, Terrence Shannon Jr., respectfully requests that this Court enters the following relief against the Defendant, Timothy Killeen:

- a. ordering temporary, permanent, and/or injunctive relief pursuant to 735 ILCS 5/11-101 to preserve the status quo until a full resolution of this count on the merits; and/or
- b. awarding Plaintiff such other relief this Court deems just.

**COUNT VII-DECLARATORY AND INJUNCTIVE RELIEF: WAIVER (ILLINOIS)**

122. TJ adopts and reincorporates paragraphs 1 through 121 by and for paragraph 122 as if more fully alleged herein.

123. The Illinois Injunction Act, 735 ILCS 5/11-101, *et seq.* and the Illinois Declaratory Judgment Act, 735 ILCS 5/2-701, *et seq.*, have been in full force and effect at all relevant times.

124. There is an actual and justiciable controversy in need of this Court's immediate resolution. TJ, on the one hand asserts that Illinois waived its rights to enforce the DIA Policy and/or the OSCR Policy against TJ because Illinois knew that TJ was the subject of the criminal investigation that led to the Charges since approximately September 2023, yet Illinois took no action against TJ until December 28, 2023. In the interim, TJ remained at Illinois and played the first eleven games of the season.

125. Accordingly, to the extent that Illinois had the right to apply the DIA Policy and/or the OSCR Policy to TJ, Illinois waived its right to do so.

126. Further, money damages cannot fully and adequately compensate TJ for the reasons alleged above.

127. TJ therefore requests a declaratory judgment that Illinois waived any alleged right to apply the DIA Policy and/or the OSCR Policy to TJ.

128. Also, TJ requests that the Court awards him temporary, preliminary, and permanent injunctive relief because money damages are inadequate (as alleged above), he will incur irreparable harm without injunctive relief, he has a likelihood of success on the merits, a balancing of the equities favors him, and the public interest will not be harmed by injunctive relief in TJ's favor (to the extent the Court applies the last two factors).

WHEREFORE, Plaintiff, Terrence Shannon Jr., respectfully requests that this Court enters the following relief against the Defendant, The Board of Trustees of the University of Illinois:

- a. a declaratory judgment in favor of the Plaintiff, and against the Defendant, that Defendant waived any alleged right to apply the OSCR Policy and/or the DIA Policy to Plaintiff and therefore TJ should be immediately reinstated to the Team; and

- b. ordering temporary, permanent, and/or injunctive relief pursuant to 735 ILCS 5/11-101 to preserve the status quo until a full resolution of this count on the merits; and/or
- c. awarding Plaintiff his costs and such other relief this Court deems just.

Respectfully submitted,  
TERRENCE SHANNON, Jr., Plaintiff

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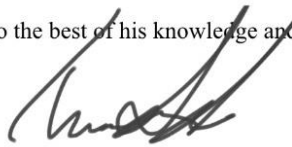
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**VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements as set forth in the above **VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF** are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true to the best of his knowledge and belief.



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**Terrence Shannon Jr.**