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

GEORGE P. SMYRNIOTIS,)	
)	No.
Plaintiff,)	
v.)	JURY TRIAL DEMANDED
)	
LORI ELAINE LIGHTFOOT and)	
THE CITY OF CHICAGO, a)	
municipal corporation,)	
)	
Defendant.)	

COMPLAINT AT LAW

Plaintiff, GEORGE P. SMYRNIOTIS, by counsel, MOOR LAW OFFICE, P.C., complaining of LORI ELAINE LIGHTFOOT and the CITY OF CHICAGO, states as follows for his Complaint at Law:

COUNT I – DEFAMATION PER SE

1. Plaintiff was, until February 2, 2022, the First Deputy General Counsel of the Chicago Park District, a position that he had held since 2018, and had been employed by the Chicago Park District since 2007. Plaintiff has been a licensed attorney in Illinois since 1989.
2. The Chicago Park District is an independent municipal entity pursuant to the Chicago Park District Act.
3. In his role as in-house counsel for the Chicago Park District Plaintiff represented the Chicago Park District overseeing all civil litigation, and other legal matters. Pursuant to his duties in these employment activities, and pursuant to the Illinois Rules of Professional Conduct, Plaintiff was required, and did, put the interests of his client first.
4. Lori Elaine Lightfoot is, and at all relevant times was, the Mayor of the City of Chicago, and was authorized to speak on its behalf.

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5. The City of Chicago is a local municipal entity. Though the City of Chicago and the Chicago Park District do often work together, usually through intergovernmental agreements or where easements exist between the two, the City of Chicago and the Chicago Park District are separate legal entities.

6. On October 10, 1973, pursuant to the approval of the Board of Commissioners of the Chicago Park District, the Chicago Park District contracted with the Columbus Statute Committee to maintain a plaza known as Columbus Plaza in Arrigo Park and its contents, specifically a statue of Christopher Columbus forged in Italy in 1892, a statue of great sentimental value to the Italian American Community in Chicago and throughout the nation.

7. Pursuant to the agreement, the Chicago Park District was obligated, in perpetuity, to “[m]aintain, keep and preserve, in good order and repair and in the highest possible standards, the Plaza and Statue and all parts thereof and improvements thereto (including without limitation the grounds, concrete walls, lights, fountain and statue.” The Chicago Park District promised to “[o]btain the approval, in writing, of the Committee before making any substantial change to the Columbus Plaza or Columbus Statue.”

8. The contract also provided that if the Columbus Statue Committee “shall not be in existence then the approval of the Joint Civic Committee of the Italian Americans (the “JCCIA”) shall be obtained prior to such change.

9. On or about July 24, 2020, Defendant Lori Elaine Lightfoot, as the Mayor of the City of Chicago, ordered the removal of the Christopher Columbus statue in Arrigo Park after it had become a target of protests, and vandalism, after the murder of George Floyd in May 2020.

10. On or about July 24, 2020 the Christopher Columbus statue was removed from Arrigo Park by either the City of Chicago or the Chicago Park District, and taken to be stored at a Chicago Park District facility where it was laid on its side and a tarp was placed over it.

11. On July 21, 2021, the Joint Civic Committee of Italian Americans (“JCCIA”) filed suit in the Circuit Court of Cook County, Chancery Division, under case number 2021 CH 03558, naming the Chicago Park District as a defendant, naming various officers and employees of the Chicago Park District as defendants, and naming Lori Elaine Lightfoot and the City of Chicago as respondents in discovery.

12. The Complaint against the Chicago Park District sounded in specific performance and sought an order requiring the return of the Christopher Columbus statue to Columbus Plaza in Arrigo Park and an order requiring the Chicago Park District to fulfill its contractual obligations under the 1973 agreement.

13. Plaintiff was assigned to defend the Chicago Park District and appeared in the action on behalf of the Chicago Park District (“CPD”) and the individual CPD defendants.

14. Plaintiff was told by Chicago Park District General Counsel Timothy King that the Chicago Park District Superintendent, Michael Kelly, wanted the case to be settled as soon as possible.

15. Plaintiff therefore contacted counsel for the JCCIA after he appeared in the action, and began exploring how and whether the case brought by the JCCIA could be settled.

16. The JCCIA, extremely concerned about the current status of the statue, asked where the statue was and then asked for an opportunity to inspect the statute.

17. Plaintiff worked with counsel for the JCCIA to facilitate an inspection, and after a protocol for the inspection was memorialized on September 23, 2021, an inspection proceeded.

18. Plaintiff kept his client advised at all times of his discussions with the JCCIA, including about the inspection.

19. The inspection was intended to placate the JCCIA and was intended to improve the relationship between the JCCIA and the CPD and to facilitate further settlement discussions so that the case could be settled as Michael Kelly had demanded.

20. After the inspection, and about a week before the annual Christopher Columbus Day parade, counsel for JCCIA approached Plaintiff to enquire if an agreement could be worked out so that the Christopher Columbus statue could be displayed by it in the annual Christopher Columbus parade in the City of Chicago. Counsel for JCCIA acknowledged to Plaintiff that the public display of the statue was a sensitive matter and also proposed that precautions be taken which included suggesting that the statue would be the last float in the parade, that it would be covered until it reached the end of the parade at State and Lake Streets, and that the statue would then be uncovered for 20 minutes, and that it would then be returned to the Chicago Park District.

21. Plaintiff took the proposal to his client, specifically General Counsel for the Chicago Park District, Timothy King, who approved of the request because, as Plaintiff and his client discussed, the CPD knew how important the statue was to the Italian American Community, knew that to facilitate settlement any good will would help as it was known that it was unlikely that the Christopher Columbus statue would ever be returned to Columbus Plaza in Arrigo Park because of the Mayor's order even though that was the ultimate relief that the JCCIA was seeking its suit.

22. Plaintiff negotiated with counsel for the JCCIA over the terms on which the JCCIA would be allowed temporary possession of the statue for the Columbus Day parade, and

reached a Letter Agreement with the JCCIA on Saturday, October 2, 2021, nine days before the parade.

23. Even prior to having reached this agreement with the JCCIA, Plaintiff had proposed to his client, specifically General Counsel Timothy King, that in return for the dismissal of the JCCIA suit that the JCCIA just be given the statue if they agreed to remove it from the City of Chicago, a proposal made because the statue was so important to the Italian American community and because it was highly unlikely that the statue would ever be restored to Columbus Plaza in Arrigo Park or any other locale in Chicago, given the Mayor's order.

24. Plaintiff's client, specifically General Counsel, Timothy King approved the suggestion and authorized Plaintiff to make the offer.

25. King also told the Chief Operating Officer of the Chicago Park District, Patrick Lavar, about the proposed and Lavar, before Plaintiff related the offer to the JCCIA, and Lavar approved the plan and on Wednesday October 6, 2021 told Plaintiff to keep the statue out of the City of Chicago.

26. Shortly thereafter Plaintiff made the offer to the JCCIA that they just keep the statue if they promised to remove it from Chicago. Counsel for the JCCIA was initially reluctant but when he understood that the Mayor of the City of Chicago was not likely to allow the return of the statue to Arrigo Park, he agreed to keep the statue and work out the details with the representatives of the JCCIA and to determine where it would be taken to outside the city limits.

27. As the weekend approached Plaintiff called CPD security to tell them that the statue would be uncovered for 20 minutes at State and Lake and asked them to have someone present to monitor the situation.

28. Unknown to Plaintiff at the time, CPD security called the Chicago Police Department about Plaintiff's request to have security present at State and Lake on Columbus Day.

29. Also unknown to Plaintiff at the time, on Saturday, October 9, 2021, the Mayor told a leading representative of the Italian American Community that the Columbus statue should not be shown in the Columbus Day parade, even for 20 minutes, and that unless he promised that the statue would not be in the parade she was going to pull the permit for the entire Columbus Day parade. The representative agreed and the statue was not used in the parade.

30. In the evening of October 11, 2021, Plaintiff was called by Pat Lavar, Chief Operating Officer ("COO") of the CPD and told that he had to be on a Zoom call with the Defendant, Mayor Lori Elaine Lightfoot, in ten minutes.

31. Plaintiff got on the Zoom call, which was also attended by CPD General Counsel Timothy King, by CPD COO Pat Lavar, by Avis LaValle, the President of the Chicago Park District Board of Commissioners, by John Hendricks, Chief Constitutional and Commercial Lawyer for the City of Chicago, by Celia Meza Corporation Counsel for the City of Chicago, and by Defendant Lori Elaine Lightfoot, Mayor of the City of Chicago.

32. At no time in the Plaintiff's handling of the JCCIA suit against the Chicago Park District did he represent the City of Chicago.

33. At no time in the Plaintiff's handling of the JCCIA suit against the Chicago Park District was the City of Chicago a client of Plaintiff.

34. At no time in the Plaintiff's handling of the JCCIA suit against the Chicago Park District did the Plaintiff represent the City of Chicago.

35. At no time in the Plaintiff's handling of the JCCIA suit against the Chicago Park District was there a "joint defense agreement" in place between the Chicago Park District and the City of Chicago.

36. At no time in the Plaintiff's handling of the JCCIA suit against the Chicago Park District was there an intragovernmental agreement in place concerning the Christopher Columbus statue.

37. At no time in the Plaintiff's handling of the JCCIA suit against the Chicago Park District was the Plaintiff employed by the City of Chicago.

38. At all times in the Plaintiff's handling of the JCCIA suit against the Chicago Park District, and prior thereto, the Christopher Columbus statue was the property of the Chicago Park District.

39. At all times in the Plaintiff's handling of the JCCIA suit against the Chicago Park District he did not owe any professional duty to the City of Chicago or the Mayor of the City of Chicago.

40. While the Defendants may have had the police power to remove the Christopher Columbus statue from Columbus Plaza in Arrigo Park to maintain public order, neither she nor the City of Chicago had any ownership interest in the statue or its disposition as agreed between the Plaintiff, his client and the JCCIA.

41. Neither the Defendant nor the City of Chicago were a party to the Letter Agreement and its subsequent oral modification which would have allowed the JCCIA to keep the statue so long as they agreed to not display it within the city limits of the City of Chicago.

42. Nonetheless, on the Zoom call the Defendants proceeded to berate and defame Plaintiff by saying to Plaintiff and General Counsel Timothy King "you dicks, what the fuck

were you thinking? You make some kind of secret agreement with Italians, what you are doing, you are out there measuring your dicks with the Italians seeing whose got the biggest dick, you are out there stroking your dicks over the Columbus statue, I am trying to keep Chicago Police officers from being shot and you are trying to get them shot. My dick is bigger than yours and the Italians, I have the biggest dick in Chicago. Where did you go to law school? Did you even go to law school? Do you even have a law license? You have to submit any pleadings to John Hendricks for approval before filing. John told you not to do a fucking thing with that statute without my approval. Get that fucking statue back before noon tomorrow or I am going to have you fired.”

43. Of the many crude, insulting, false, and disrespectful statements that the Defendants made about the Plaintiff, the following are defamatory *per se* because they are they impute that Plaintiff lacked an ability to perform his job duties, imputed a lack of integrity in his performance of job duties, and prejudiced him in his profession:

- a. Where did you go to law school?
- b. Did you even go to law school?
- c. Do you even have a law license?
- d. You have to submit any pleadings to John Hendricks for approval before filing.
- e. John told you not to do a fucking thing with that statute without my approval.

44. As a proximate result of Defendants’ false and outrageous *per se* defamatory statements Plaintiff’s reputation was damaged, he was portrayed in a false light, his ability to perform his work was impaired, he was forced to resign on February 2, 2022, and he, suffered lost income, a reduced pension, and suffered great emotional distress.

WHEREFORE, Plaintiff, GEORGE SMYRNITIS, respectfully prays that this Court enter judgment against Defendant LORI ELAINE LIGHTFOOT and the CITY OF CHICAGO

awarding compensatory damages in an amount in excess of \$50,000, plus costs, and any other relief that this Court deems just.

Plaintiff demands trial by jury.

COUNT II – DEFAMATION *PER QUOD*

Pleading in the alternative to Count I, and without prejudice to the allegations contained therein, Plaintiff states as follows for his Count II of the Complaint:

45. Plaintiff adopts and incorporates by reference paragraph 1 through 42 in Count I, as if fully set forth herein.

46. The statements made and words used by the Defendants as alleged above in paragraph 42, were defamatory because the Plaintiff at all times was a licensed lawyer in the State of Illinois who had properly represented his client, the Chicago Park District, and who had taken actions to promote the settlement of a pending lawsuit with the knowledge and consent of his client in order to advance his client’s interest.

47. The statements made and words used by the Defendants as alleged above in paragraph 42, were defamatory because Plaintiff could not “report” to attorney John Hendricks without violating his professional duty to his client.

48. The statements made and words used by the Defendants as alleged above in paragraph 42, were defamatory because there was no reasonable possibility that the unannounced removing a tarp from the Christopher Columbus statue for 20 minutes at Clark and Lake Street on *Columbus Day* would have resulted in the shooting of any Chicago Police officers, if any one even recognized who it was a statue of. All of the graffiti that it had been sprayed with in the summer was had concealed with special paint and the statue looked new.

49. The statements and words used by the Defendants as alleged above in paragraph 42, were defamatory because she had no authority to interfere in Plaintiff's representation of his client.


47. On October 9, 2021, when Defendant Lori Elaine Lightfoot, Mayor of the City of Chicago met with a representative of the Italian American community, as alleged above in paragraph 28, Defendant told the representative that "I am going to get the guy that made that agreement," referring to Plaintiff and the Letter Agreement.

48. As a proximate result of the false and malicious statements made by Defendants Lori Elaine Lightfoot, Mayor of the City of Chicago, and the City of Chicago, Plaintiff's reputation was damaged, he was portrayed in a false light, his ability to perform his work was impaired, he was forced to resign on February 2, 2022, and he suffered great emotional distress. He also incurred special damages of a loss of income for the two years that he would have worked until retirement at the age of 67 in the amount of \$69,468 per year, or \$138,936, and he suffered a reduced pension of \$3,600 a year for the remainder of his life expectancy after retirement, or 15.9 years, amounting to \$57,240.

WHEREFORE, Plaintiff, GEORGE SMYRNIOTIS, respectfully prays that this Court enter judgment against Defendants LORI ELAINE LIGHTFOOT and the CITY OF CHICAGO awarding compensatory damages in an amount in excess of \$50,000, plus costs, and any other relief that this Court deems just.

Plaintiff demands trial by jury.

MOOR LAW OFFICE, P.C.


By: Edward R. Moor

MOOR LAW OFFICE, P.C.
53 W. Jackson Blvd., Suite 1527
Chicago, Illinois 60604
312-726-6207
erm@moorlaw.net

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SUPREME COURT RULE 222 AFFIDAVIT

The undersigned, Edward R. Moor, having been duly sworn on oath, deposes and states that the total of money damages sought in the above-captioned matter exceeds FIFTY THOUSAND DOLLARS (\$50,000.00).

/s/ Edward R. Moor

Attorney for Plaintiff

MOOR LAW OFFICE, P.C.
53 W. Jackson Blvd., Suite 1527
Chicago, Illinois 60604
312-726-6207
erm@moorlaw.net