UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

X

SARAH ENGSTROM,

Plaintiff,

Case No.: 1:26-cv-09373

AMENDED COMPLAINT

JURY TRIAL DEMAND

- against -

ACTION BEHAVIOR CENTERS THERAPY, LLC, MEG COOK, PAIGE DU, JENNA AMAN, ALLISON COSSU, and NAYDIIA GARY,

Defendants.

X

Plaintiff Sarah Engstrom ("Plaintiff" or "Ms. Engstrom"), by and through her attorneys, Filippatos PLLC, hereby alleges against Defendant Action Behavior Centers Therapy, LLC ("ABCT" or the "Company") and Meg Cook, Paige Du, Jenna Aman, Allison Cossu, and Naydiia Gary (the "Individual Defendants") (altogether, "Defendants") in support of her claims of sexual harassment, hostile work environment, disability discrimination, failure to accommodate, and retaliation, as well as interference with and retaliation against her Family and Medical Leave Act rights, as follows:

NATURE OF THE CASE

1. Plaintiff brings this action alleging that Defendants violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq. ("Title VII"); the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, et seq. (the "ADA"); the Family and Medical Leave Act, 29 U.S.C.

§§ 2601, et seq. (the "FMLA"); and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (the "IHRA").

2. Plaintiff seeks damages, as well as injunctive and declaratory relief, to redress the injuries she has suffered—physical, emotional, and pecuniary—as a result of being sexually harassed, discriminated against on account of her disability, denied reasonable accommodations, retaliated against for engaging in protected activity, and subjected to interference with and retaliation against the exercise of her FMLA rights.

JURISDICTION AND VENUE

3. Jurisdiction of this Court is proper under 28 U.S.C. §§ 1331 and 1343, as Plaintiff alleges claims pursuant to Title VII, the ADA, and the FMLA. Jurisdiction over Plaintiff's FMLA claims is also proper under 29 U.S.C. § 2617.

4. The Court has supplemental jurisdiction over Plaintiff's claims under the IHRA pursuant to 28 U.S.C. § 1367(a).

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3), as Defendants operate therapy centers in this district, employed Plaintiff within this district, and a substantial part of the unlawful acts complained of herein occurred therein.

PARTIES

6. Plaintiff Sarah Engstrom is a woman residing in the State of Illinois. She is a qualified individual with a disability within the meaning of the ADA. ABCT hired her in April 2024, and she alleges FMLA eligibility for the leave beginning May 23, 2025. During her employment, she became a Registered Behavior Technician ("RBT") and Board Certified Behavior Analyst ("BCBA") Intern at Defendant's center located at 2350 Ravine Way, Suite 100, Glenview, Illinois 60025.

7. At all times relevant hereto, Defendant Action Behavior Centers Therapy, LLC was and is a national provider of Applied Behavior Analysis ("ABA") therapy, maintaining therapy centers throughout the State of Illinois and across multiple states. Upon information and belief, ABCT employs more than five hundred individuals on a full-time or full-time equivalent basis and thus is an "employer" subject to Title VII, the ADA, the FMLA, and the IHRA.

8. Upon information and belief, at all times relevant hereto, Defendant Meg Cook was an individual residing in the State of Illinois, as well as an employee of ABCT, holding the position of "Team Relations Ambassador" in ABCT's HR/Team Relations department, and had the authority to, and did in fact, make and implement decisions regarding disability accommodation requests, conduct and oversee workplace investigations, and otherwise affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

9. Upon information and belief, at all times relevant hereto, Defendant Paige Du was an individual residing in the State of Illinois, as well as an employee of ABCT in its HR/Team Relations department, and participated directly in the June 11, 2025 investigatory meeting concerning Plaintiff's sexual harassment and retaliation complaints, and possessed authority to make and implement decisions regarding the investigation, remediation, and communication of outcomes to Plaintiff.

10. Upon information and belief, at all times relevant hereto, Defendant Jenna Aman (also known as Jenna Staehlin) was an individual residing in the State of Illinois, as well as an employee of ABCT holding the position of "Teammate Experience Ambassador," and had the authority to, and did in fact, communicate investigative outcomes to Plaintiff, administer Plaintiff's

accommodations, and make and implement decisions affecting the terms and conditions of Plaintiff's employment, including with respect to her FMLA leave and return to work.

11. Upon information and belief, at all times relevant hereto, Defendant Allison Cossu was an individual residing in the State of Illinois, as well as an employee of ABCT holding a position of authority within ABCT's Teammate Experience management team, and was a named recipient of Plaintiff's formal complaints of sexual harassment, retaliation, and requests for accommodation, with responsibility for and authority over their handling.

12. Upon information and belief, at all times relevant hereto, Defendant Naydiia Gary was an individual residing in the State of Illinois, as well as an employee of ABCT working alongside Plaintiff as a Registered Behavior Technician at the North Glenview center, and is the individual who subjected Plaintiff to the sexual harassment and retaliatory campaign described herein.

ADMINISTRATIVE REQUIREMENTS

13. On June 22, 2025, Plaintiff submitted an inquiry to the U.S. Equal Employment Opportunity Commission ("EEOC"), which the EEOC docketed under No. 440-2025-08959. That same day, Plaintiff submitted to the Illinois Department of Human Rights ("IDHR") a signed and dated Complainant Information Sheet that identified ABCT as the respondent, described the sexual harassment, retaliation, and disability discrimination alleged herein, identified the individuals involved, and expressly consented to cross-filing with the EEOC. Plaintiff's IDHR complaint is identified as IDHR Control No. 250624006.

14. Plaintiff's June 22, 2025 submissions identified the parties, described the challenged practices, and asked the agencies to act to remedy them, and therefore constitute a timely charge of discrimination.

15. That same day, June 22, 2025, Ms. Engstrom notified ABCT's CEO of these filings, and within hours ABCT's COO forwarded her notice to the HR/Team Relations department, as alleged below.

16. The EEOC, not Plaintiff, set the timing of the formal charge. On June 25, 2025, the EEOC scheduled Plaintiff's intake interview for December 19, 2025, nearly six months later. Following that interview, on or about December 25, 2025, Plaintiff signed her formal Charge of Discrimination, which the EEOC docketed under the same number it had assigned to her June 22, 2025 inquiry, No. 440-2025-08959. The December 25, 2025 Charge verified and perfected Plaintiff's June 22, 2025 submission and relates back to that date.

17. Measured from the asserted June 22, 2025 charge date, the challenged accommodation decision in October 2024 and the subsequent adverse actions described herein occurred within 300 days. Plaintiff separately alleges that her hostile work environment claims concern a continuing unlawful employment practice with at least one contributing act within the charge-filing period.

18. On February 6, 2026, Defendant submitted its position statement to the EEOC in response to Plaintiff's Charge of Discrimination.

19. On March 18, 2026, Plaintiff submitted a rebuttal to Defendant's position statement.

20. Plaintiff received a Notice of Right to Sue from the EEOC on May 7, 2026.

21. Plaintiff filed her original Complaint on August 5, 2026, within 90 days of her receipt of the Notice of Right to Sue.

MATERIAL FACTS

I. Plaintiff's Exemplary Career and Employment at ABCT

22. Ms. Engstrom holds a bachelor's degree from Illinois State University and is actively pursuing a Master of Science in Applied Behavior Analysis at Purdue University—a program she enrolled in while simultaneously performing her clinical duties at ABCT. She holds an RBT Certification, CPR Certification, Child Development Associate Certification, and Substitute Teaching Certification, and brings over a decade of professional and leadership experience in behavioral health, regulatory compliance, and education.

23. Before joining ABCT, Ms. Engstrom served as Quality Control Manager at American Income Life Insurance Company from April 2021 through October 2023, where she was responsible for ensuring compliance with regulations, including HIPAA, conducting audits to verify agents operated within their legal scope of practice, investigating internal staff concerns and client complaints, and working with legal counsel to update and enforce company policies—compliance and investigative work requiring precision, legal literacy, and professional accountability. She also served as a K-12 Substitute Teacher through Kelly Education, with experience in Deaf Education, American Sign Language, and restorative behavioral practices, drawing on six to ten years of teaching experience that directly informed her work with ASD populations.

24. ABCT hired Ms. Engstrom in April 2024 at $17.50 per hour as a full-time Behavior Technician at its North Glenview center, reporting to Operations Manager Nicholas Fahr. In May 2024, upon becoming certified, she received a raise. In August 2024—just four months into her employment—she was accepted into ABCT's competitive internal Board Certified Behavior Analyst ("BCBA") internship program, which required a multi-stage selection process, strong performance evaluations, and recommendation letters from supervising BCBAs.

25. Ms. Engstrom advanced steadily through ABCT's RBT levels. She began as a Behavior Technician in April 2024, became a Registered Behavior Technician ("RBT") in May 2024, was promoted to RBT II in October 2024, and was promoted to RBT III in April 2025.

26. On October 15, 2024, Ms. Engstrom received her six-month performance review. She scored in the highest available bracket under ABCT's evaluation system and received a raise. On April 15, 2025, she received her one-year performance review—conducted while she was simultaneously managing the hostile work environment described herein—again scoring in the highest available bracket and receiving another raise, which brought her hourly compensation to $19.50 at the time of her termination. In total, Ms. Engstrom received four raises and/or promotions in seventeen months of employment.

27. No warning, performance improvement plan, or formal disciplinary action was ever issued to Ms. Engstrom during her entire tenure at ABCT.

II. The Sexual Harassment Incident, ABCT's Failure to Respond, and Ms. Gary's Retaliatory Campaign

28. During the last week of January 2025, on or about January 22nd, while Ms. Engstrom was seated at her workstation in the break room writing client notes, her coworker Naydiia Gary approached her, stood over her, and deliberately showed her a partially nude photograph of herself from a Valentine's Day photoshoot —depicting Ms. Gary in lingerie and exposing her buttocks in a g-string thong—during working hours. Ms. Gary did so on her phone, standing one to two feet from Ms. Engstrom and holding the phone approximately six to twelve inches from her face. Ms. Gary pressed Plaintiff for compliments on her body, asking, in substance, "Don't I look so good?" and telling her to "look how good I look." Ms. Gary explained that she had done the photoshoot for Valentine's Day and referred to Ms. Engstrom as her "Valentine." This incident lasted approximately five minutes. In the two weeks leading up to the incident, Ms.

Gary had repeatedly referred to Ms. Engstrom as her "Valentine" and her "boo." A few days before the incident, when Ms. Gary remarked that she had no one to celebrate Valentine's Day with, Ms. Engstrom had offered, as a friendly gesture between coworkers, to be her "Valentine" and to bring her a treat. Nothing about that gesture invited Ms. Gary to show Ms. Engstrom a partially nude photograph of herself or to solicit compliments on her body. The conduct was intentional, sexual in nature, and entirely unwelcome. Ms. Engstrom was shocked, disturbed, and left feeling deeply uncomfortable.

29. Shocked by the incident, on February 4, 2025, Ms. Engstrom reported the incident to Operations Manager Mary Harris, both in person and in writing via a detailed email report. She also reported the conduct to Clinic Director Frances Nieves Davis, supervising BCBA Adrienne O'Neil, and Erin Baumgardner during a meeting with them. Ms. Engstrom's February 4, 2025 email to Ms. Harris also catalogued numerous professional concerns regarding Ms. Gary's job performance and conduct toward clients and colleagues before the sexual harassment.

30. Specifically, the email documented that Ms. Gary: (1) repeatedly failed to fill out the client log despite multiple reminders from their supervising BCBA—creating gaps in client records that affected parental oversight and the work of other RBTs; (2) violated client treatment protocols on multiple occasions, including providing an incorrect food reinforcer (Kit Kats rather than the prescribed cookies) to client LZ during bathroom training, failing to stay within one foot of client AM on or around January 28, 2025, and failing to record data on AM's self-injurious hand-biting behavior, thereby compromising the accuracy of clinical data; (3) swore in front of a client while complaining about supervising BCBA Adrienne O'Neil during a session transition; (4) responded to requests for assistance from colleagues, including Ms. Engstrom, with eye-rolling, huffing, and hostile attitudes—conduct Ms. Engstrom had observed directed at multiple

RBTs and toward Ms. O'Neil; (5) arrived late to appointments and took lunch breaks at unauthorized times, disrupting center operations; and (6) spent extended periods on personal phone calls and FaceTime in the break room and mothers' room during work hours while client logs went unfilled and admin chats went unanswered.

31. Following this documentation of professional misconduct, Ms. Engstrom also disclosed to Ms. Harris that Ms. Gary had shown her the partially nude photograph. Plaintiff described herself as being "in utter shock" and having "no idea what to say"—and stated that she did not know whether Ms. Gary had shown the photograph to anyone else and that she was "very anxious and worried" about the disclosure being linked back to her or resulting in repercussions.

32. Ms. Harris forwarded Ms. Engstrom's written report to Team Relations Ambassador Meg Cook the very next day, February 5, 2025, confirming that ABCT's HR/Team Relations department had actual, direct notice of the sexual harassment complaint within twenty-four hours of its submission.

33. Despite the formal written email, ABCT took no steps to separate Ms. Gary from Ms. Engstrom's work team, issue a no-contact order, restrict their daily interactions, or implement any interim protective measures whatsoever. Ms. Gary remained on Ms. Engstrom's direct team for months, requiring daily in-person contact including mandatory client handoffs between them. No HR representative contacted Ms. Engstrom in the weeks following her February 4 report. There was no acknowledgment of receipt, no interim safety plan, and no status update of any kind. It was Ms. Engstrom who was forced to reach out repeatedly seeking information about the status of her own complaint.

34. After being forced to continue working with Ms. Gary, on February 11, 2025, Ms. Engstrom requested a meeting with Ms. Harris. During that meeting on February 11, 2025, Ms. Harris told Ms. Engstrom only that the matter was "ongoing" and that she could not discuss it.

35. On February 11, 2025—the same day Ms. Harris told Ms. Engstrom only that the matter was "ongoing" and that she could not discuss it—ABCT internally issued Ms. Gary a Final Written Warning, the most severe corrective action available short of suspension or termination, expressly documenting that Ms. Gary had "approached an RBT, showed them a partially nude photo, and said, 'Look at this,'" on January 22, 2025, along with other misconduct including cursing in front of a client and disrespect toward supervising BCBA Adrienne O'Neil.

36. The Corrective Action Form directed Ms. Gary to "refrain from sharing or discussing inappropriate photos with teammates." As such, ABCT's own record made it clear Ms. Gary's behavior warranted formal discipline. ABCT thus understood the gravity of Ms. Gary's conduct, deeming it serious enough to warrant a Final Written Warning, the last step short of suspension or termination. Yet, ABCT did not remove her from Ms. Engstrom's team, and took no measure to protect Ms. Engstrom from further contact with her.

37. Ms. Gary's sexualized overtures did not stop after she received the Corrective Action Form. After February 11, 2025, Ms. Gary continued to refer to Ms. Engstrom as her "Valentine" and her "boo," including on February 12 and 13, 2025, at the front lobby and the staff breakroom of ABCT's Glenview center in the presence of Operations Manager Mary Harris and coworkers Patricio Anzaldua, Haley Jones, Manal Amjad, Sara Guay, Magdalena Bello, Jacqueline Mandujano, and Tegan Deimel. Ms. Engstrom reported this continuing conduct to Operations Manager Mary Harris and supervising BCBA Adrienne O'Neil that very same week.

38. On February 14, 2025 — ten days after Ms. Engstrom's report — Ms. Gary left a Valentine's Day gift for Ms. Engstrom in her locker in the staff room, including a set of nails, candy, chocolate and a stuffed animal, consistent with Ms. Gary's repeated references to Ms. Engstrom as her "Valentine" and "boo." Ms. Engstrom was so anxious about further contact with Ms. Gary that she called out of work that day and again on Monday, February 17, 2025, using her own paid time off and sick time to avoid receiving attendance occurrence points. When Ms. Engstrom returned to work on or about February 18, 2025, and found the gift in her locker, she promptly reported it, verbally and in person, to Operations Manager Mary Harris and supervising BCBA Adrienne O'Neil. Ms. Gary's continued overtures made days after ABCT claims to have disciplined her, show that she did not take the corrective action form seriously. Yet even after Ms. Engstrom reported this post-complaint conduct to management, ABCT did nothing to stop this conduct and did not separate Ms. Gary from Ms. Engstrom.

39. With no protective measures in place and Ms. Gary remaining on her team, the situation escalated significantly in the weeks that followed. Beginning in March 2025, after Ms. Gary identified Ms. Engstrom as the reporting party by asking colleagues throughout the center — including front desk staff and teammates — Ms. Gary engaged in an escalating campaign of retaliatory conduct that ABCT observed and refused to stop.

40. Ms. Gary's hostility toward Ms. Engstrom was a direct response to Ms. Engstrom's report, not a continuation of any preexisting conflict. Before the report, Ms. Gary called Ms. Engstrom her "Valentine" and her "boo," sought her approval, and, as late as February 14, 2025, left her a Valentine's Day gift. Only after Ms. Gary learned in March 2025, by canvassing colleagues, that Ms. Engstrom was the person who had reported her did Ms. Gary turn openly hostile towards Ms. Engstrom in particular. Whatever general rudeness Ms. Gary had shown other

colleagues, the targeted campaign described below was aimed at Ms. Engstrom, began only after Ms. Gary identified her as the complainant. Ms. Gary's daily retaliatory conduct included: making hostile comments directed at Ms. Engstrom during mandatory client handoffs she could not avoid without abandoning her clinical duties for instance, calling Ms. Engstrom "rude"; ignoring Ms. Engstrom's work-related questions; making disparaging and inaccurate statements about Ms. Engstrom to their supervising BCBA Adrienne O'Neil in an effort to damage Ms. Engstrom's professional standing including falsely characterizing Ms. Engstrom as "racist" toward Mary Harris without any basis; instigating a hostile exchange in the center's team group chat that originated over a dispute about client log completion and clinical care standards — the very protocols Ms. Gary had been repeatedly failing to follow and that Ms. Engstrom had documented in her February 4 report — during which Ms. Gary attempted to weaponize Ms. Engstrom's own messages about quality of care and RBT contractual obligations to get Ms. Engstrom in trouble with management, doing so only after Ms. Engstrom had already reported the retaliation; and spreading gossip and misinformation about Ms. Engstrom among staff following the report, conduct that became known throughout the entire center. Throughout this escalating campaign, ABCT never separated Ms. Gary from Ms. Engstrom's team, issued no no-contact directive, and forced Ms. Engstrom into continued direct daily contact with her harasser under conditions of increasing hostility and tension. This campaign was carried out openly—in group chats, in front of supervisors, and in the presence of colleagues who ultimately provided formal written witness statements documenting what they observed.

41. Supervising BCBA Adrienne O'Neil, present at the Glenview center throughout the relevant period and in a direct supervisory role over both Ms. Engstrom and Ms. Gary, provided a formal written witness statement confirming that Ms. Gary began actively asking other staff

members who had reported her; that Ms. Gary displayed overt hostility toward Ms. Engstrom on what was "almost a daily occurrence;" that Ms. Gary engaged in passive-aggressive arguments with Ms. Engstrom in the group chats; and that other teammates confirmed Ms. Gary was gossiping about and disparaging Ms. Engstrom in the employee lounge and on the clinic floor.

42. A second witness provided a written statement confirming that on March 28, 2025, they personally observed Ms. Gary audibly huff and mutter with hostile intonation toward Ms. Engstrom when Ms. Engstrom approached her with a routine work question. This conduct was brought to leadership's attention, by Ms. O'Neil (specifically to Ms. Harris and Clinic Director Frances Nieves Davis) and intervention meetings conducted by Meg Cook were scheduled with both employees on April 1, 2025.

43. ABCT management was therefore on direct notice of the retaliatory conduct no later than March 28, 2025.

44. On April 2, 2025, Ms. Engstrom formally reported the retaliation in a meeting attended by Operations Manager Ms. Harris, Clinic Director Frances Nieves Davis, supervising BCBA Ms. O'Neil, and Erin Baumgardner—four members of management receiving simultaneous, direct notice of the ongoing retaliation.

45. Ms. Engstrom's April 3, 2025, written follow-up to Ms. Davis and Ms. Harris detailed specific, dated instances of Ms. Gary's retaliatory conduct. She reported that after she notified Ms. O'Neil and Ms. Harris on March 12, 2025 that Ms. Gary had improperly used "punishment" with a client — specifically, that Ms. Gary had withheld a client's iPad access from client LZ as a consequence for behavior she found objectionable, in direct violation of ABCT's strict prohibition on the use of punishment-based interventions and contrary to the supervising BCBA's instructions, as ABA practice recognizes that punishment-based responses to children

have significant negative clinical effects and are a last resort, if used at all — a separate, protected report implicating client safety and the BACB Code of Ethics — Ms. Gary approached her immediately after being spoken to by Ms. O'Neil. She further reported that on Saturday, March 15, 2025, Ms. Gary stood outside the center with several other technicians, made eye contact with Ms. Engstrom, and then returned to and waited in her car for approximately ten minutes until the doors opened, rather than enter alongside her — conduct that occurred after Ms. Gary had identified Ms. Engstrom as the reporting party, and which Ms. Engstrom recognized as the beginning of a pattern of passive-aggressive behaviors that would escalate into the broader retaliatory campaign described herein. Ms. Engstrom also reported that Ms. Gary was asking multiple coworkers "if her nude photos made them uncomfortable and if they were the ones that reported her," which Ms. Engstrom characterized in writing at the time as "direct retaliation." Ms. Nieves Davis ended that meeting by stating she would follow up with HR, and Ms. Engstrom asked whether she needed to file an additional formal report — underscoring that Ms. Engstrom repeatedly sought guidance and escalation through the very channels ABCT directed her to use.

46. When Ms. Engstrom noticed that no action was being taken in response to her protected activity, on April 9, 2025, she wrote in a group chat with Ms. Harris, Ms. Nieves Davis, and Ms. Baumgardner: "I was just checking in if there's been an update about the meeting from last week… I just wanted to check in to see if I need to do anything else or if I need to send something to HR about the retaliation while it's recent."

47. Ms. Harris responded that "HR, myself, Frances & Erin are working through everything regarding this" but that there was "not a shareable update."

48. The following day, April 10, 2025, Ms. Engstrom emailed Ms. Cook directly, stating that she had not heard anything since reporting the matter in early February and that she

had been "becoming increasingly uncomfortable due to the hostile work environment this situation has been creating."

49. On April 16, 2025—over ten weeks after her complaint—Ms. Cook conducted a Zoom meeting with Ms. Engstrom with Operations Manager Ms. Harris present. Rather than providing accountability or acknowledgment, Ms. Cook used the meeting to pressure Ms. Engstrom to characterize the sexual harassment she had experienced as merely a "personal difference," despite Ms. Gary being issued a final warning already.

50. On May 2, 2025, Ms. Engstrom documented another instance of retaliation via the center's group chat which included Ms. Engstrom's entire RBT team, among them supervising BCBA Adrienne O'Neil and RBTs Manal Amjad, Haley Jones, and Violet Esho. In that chat, Ms. Gary again targeted Ms. Engstrom in an exchange concerning patient care — specifically, Ms. Gary's failure to complete the mandatory parent logs, which recorded each client's bathroom times, food times, and session activities for the next RBT. These were the same clinical documentation protocols Ms. Gary had repeatedly failed to follow and that Ms. Engstrom had documented in her February 4, 2025, report. The exchange was visible to members of ABCT management, including Ms. O'Neil, Operations Manager Mary Harris, Clinic Director Frances Nieves Davis, Hope McNally, and Erin Baumgardner. Ms. Engstrom raised the exchange with these managers the same day. Upon information and belief, ABCT maintains records of the group chat messages.

51. At a follow-up meeting on May 15, 2025, when Ms. Engstrom again raised the lack of action taken in response to her complaint, Ms. Cook opened by stating that she had "been a people pleaser her entire life" and describing "how much of a people pleaser she still is" — in the context of an unresolved sexual harassment complaint. This comment, made in place of any

expression of neutrality or genuine concern for the complainant's safety, signaled that ABCT's primary orientation was toward organizational appeasement rather than enforcement of its stated zero-tolerance policy.

52. At that same meeting, ABCT proposed as its remedial measure that Ms. Engstrom be placed alone in a room with Ms. Gary to discuss how they should interact going forward — with no prior separation, no no-contact order, no protective measures, and with full knowledge of Ms. Engstrom's disability and the retaliatory dynamics already present at the center. This was not a reasonable corrective measure but instead further exposed Ms. Engstrom to harm and demonstrated ABCT's indifference to her safety and wellbeing.

53. By May 19, 2025, Ms. Cook was aware, through meetings, emails, and written messages to Ms. Engstrom's direct supervisors, that Ms. Gary had been identifying the reporter and making Ms. Engstrom uncomfortable for months. Ms. Cook took no remedial action.

54. On May 23, 2025, Ms. Engstrom sent a formal written complaint to ABCT titled "Formal Report of Sexual Harassment, Retaliation, and Request for Accommodations," addressed to Allison Cossu and Jenna Aman (Teammate Experience Ambassador) and copied to Operations Manager Mary Harris, Clinic Director Frances Nieves Davis, Adrienne O'Neil, Hope McNally, and Vanessa Mikeska (Regional Director), documenting the full scope of the discrimination and retaliation she had experienced and demanding a second investigation.

55. In that communication, Ms. Engstrom identified herself explicitly as an autistic employee and BCBA intern and stated that ABCT's failure to respond effectively to her harassment complaint had "had a significant impact on [her] mental and emotional well-being, particularly given [her] neurodivergent identity and the context of working in an Applied Behavior Analysis setting."

56. Plaintiff further stated that the experience had left her questioning "whether [her] neurodivergence contributed to the way [her] report was handled — or ignored," and expressly rejected the narrative that autistic employees who report harm are "overreacting or misinterpreting social cues."

57. Plaintiff's May 23, 2025 complaint identified three categories of violations: ABCT's own zero-tolerance workplace policies on sexual harassment and retaliation; the BACB RBT Code of Ethics; and federal ADA protections as enforced by the DOJ and EEOC. Ms. Engstrom formally demanded a thorough investigation, appropriate disciplinary action against the employee(s) involved, and meaningful accommodations and support going forward.

58. Notably, Allison Cossu — one of the named recipients of Ms. Engstrom's May 23, 2025 formal complaint — forwarded that complaint to Hannah Azhang, Vice President of Teammate Experience, on May 27, 2025, without Ms. Engstrom's knowledge or consent. This unauthorized forwarding of Ms. Engstrom's formal complaint by one of its named recipients was the first in a series of confidentiality breaches that would culminate in ABCT's COO forwarding Ms. Engstrom's government agency filings directly to the HR department she had reported.

59. Tellingly, ABCT's own management confirmed that ABCT deliberately avoided treating Ms. Gary's conduct as sexual harassment, and that it never interviewed Ms. Engstrom. On June 11, 2025, Ms. Engstrom wrote to Ms. Harris that HR/Team Relations "can't admit this late it was sexual harassment and retaliation because that would mean they're wrong." Ms. Harris replied in writing: "I'm so sorry, but yes. They are gaslighting you into believing their narrative that appropriate action was had." Ms. Harris explained that Ms. Gary's discipline was "a final written warning for not upholding our core values . . . and NOT a sexual harassment outcome." She added that HR/Team Relations "did not interview you," yet faulted Ms. Engstrom for never asking that

Ms. Gary "be off your team or have no contact with her" — to personnel "who never reached out to you." When Ms. Engstrom observed that ABCT's response was "more about ABC's core values then the actual law," Ms. Harris replied: "Yes. Unfortunately."

III. Plaintiff's Disability, ABCT's Failure to Accommodate, Interference with FMLA Rights, and Plaintiff's Termination

A. Plaintiff's Disability and ABCT's Failure to Accommodate

60. Ms. Engstrom has been diagnosed with Level 1 Autism Spectrum Disorder, severe anxiety disorder, major depression, and Complex Post-Traumatic Stress Disorder ("C-PTSD"). For Ms. Engstrom, these conditions are permanent in duration and substantially limit one or more major life activities. In October 2024, Ms. Engstrom informed ABCT of her disability by speaking to Nicholas Fahr, Operations Manager, Ms. Cook, and Ms. O'Neil, and submitted a formal ADA accommodation request supported by completed physician documentation.

61. Ms. Engstrom's conditions substantially limit her in the major life activities of brain function, concentrating, thinking, sleeping, communicating, and interacting with others. Among other things, unexpected changes to her schedule, location, or the people around her trigger panic attacks and migraines; she has difficulty processing real-time verbal communication and in-person interactions; her sleep is disrupted following abrupt changes to her routine; and she must expend significant effort to mask in unfamiliar social settings.

62. Ms. Engstrom's treating clinical psychologist, Dr. Kristen M. Newberry, Psy.D. of The Sirona Center, diagnosed Ms. Engstrom with Autism Spectrum Disorder, Level 1 (F84.0), following evaluations on September 13 and 16 and October 4, 2024, and documented her limitations in a diagnostic report dated November 9, 2024. That report found that unexpected changes are "very overwhelming" for Ms. Engstrom and cause her "significant anxiety," and that

she has more difficulty than others with changes in her routine. Dr. Newberry found that she takes things too literally, misunderstands parts of conversations, and struggles to get her ideas across in real-time conversation. She found that sound and bright lights cause her sensory overload and migraines, requiring her to leave her work area for a quiet space. She also found that she must mask or camouflage her autistic traits with nearly everyone, which "takes a considerable amount of effort and will exhaust her to the point of needing significant recovery time." The report noted that anxiety and depression commonly co-occur with autism and develop from the stress of masking, and as such, Dr. Newberry recommended workplace accommodations including "[a]dvance notice (when possible) of changes in policies or procedures along with written communication of these changes."

63. These limitations affected Ms. Engstrom daily at ABCT. Abrupt changes to her schedule, work location, or the people around her disrupted her sleep, which in turn impaired her ability to regulate her body and emotions. They also required intensive masking that left her exhausted, and triggered panic attacks and migraines. Following interactions with Ms. Gary, Ms. Engstrom suffered severe panic attacks in the staff bathroom and migraines that caused her to vomit.

64. Between February 14 and May 23, 2025, Plaintiff called out or left work early on at least thirteen days because of panic attacks, migraines, or vomiting, as reflected in Teams messages with supervising BCBA Adrienne O'Neil. Her primary care physician, Dr. Jennifer Szabo, treated her migraines and panic attacks and prescribed Lexapro and migraine medication.

65. In June 2025, Ms. Engstrom was diagnosed with a Major Depressive Episode.

66. Under the broad standard of the ADA Amendments Act, autism will, in virtually all cases, substantially limit the major life activity of brain function. 29 C.F.R. § 1630.2(j)(3)(iii).

Ms. Engstrom's conditions are, in any event, determinable mental characteristics constituting a "disability" within the meaning of the IHRA, 775 ILCS 5/1-103(I).

67. ABCT hired Ms. Engstrom to work at a single location. Her March 28, 2024, offer letter assigned her to a full-time Behavior Technician position "at our North Glenview Center," reporting to Mr. Fahr. It did not identify any other center or require her to travel to other locations. Ms. Engstrom did not agree to, and was not hired to, rotate among ABCT's centers.

68. Specifically, ABCT's own job description for the position the "Registered Behavior Technician – Job Description/Requirements" that ABCT included with the accommodation form Dr. Newberry completed — describes the role as "to provide Center based ABA services to Action Behavior Centers clients," including "the implementation of a treatment plan developed by a Board Certified Behavior Analyst (BCBA) addressing communication, behavior, feeding, ADLs and social skills, for children on the Autism Spectrum." It lists the following "Physical Demands: Essential to the Function of the Job": the ability to sit, stand, and walk; the ability to assume a variety of positions; the ability to lift or move up to 50 pounds; the ability to maintain near and far visual acuity; the requirement to "be physically present at assigned job location"; and the ability to properly wear necessary personal protective equipment. It also lists the following "Cognitive Functions: Essential to the Function of the Job": oral and written communication skills; the ability to hear, understand, and distinguish speech; the ability to convey detailed spoken instructions; tolerance of moderate-to-loud noise; and the ability to make independent decisions and evaluate consequences. The job description further states that "[r]easonable accommodations may be made to enable individuals with disabilities to perform the essential functions." Ms. Engstrom's "assigned job location" was ABCT's North Glenview center: her March 28, 2024 offer letter assigned her to a full-time position at the "North Glenview Center," reporting to Operations

Manager Nicholas Fahr. Nowhere does the job description list travel to other centers among the essential functions of the position.

69. Ms. Engstrom performed every one of these functions at the Glenview center throughout her employment, as her top-bracket performance reviews confirm. Travel to other centers is not among them. The job description states, at most, that an employee "may occasionally help support a nearby ABC clinic if additional coverage is needed." That is a marginal, occasional function. It does not describe ABCT's practice of dispatching Ms. Engstrom to centers as areas farther away.

70. Before Ms. Engstrom requested an accommodation, ABCT sometimes did not tell her that she was being sent to another center until the morning of the shift, shortly before she was to clock in. These sudden, last-minute reassignments to places like to Oak Park, and Gurnee, which were far from her home, were a primary trigger of her disability-related distress. As an autistic individual with severe anxiety and C-PTSD, Ms. Engstrom depended on predictability and routine. Abrupt changes in her work location, the people around her, and her commute caused her acute anxiety, disrupted her sleep and daily routines, forced her to drive to unfamiliar places and mask extensively around unfamiliar staff, and left her exhausted while she was also attending graduate school and completing her BCBA internship.

71. On or about October 4, 2024, Dr. Newberry completed ABCT's "ABC Accommodation Form—Physician", which confirmed that: (a) Ms. Engstrom could perform the essential functions of her job, "however" — as the form expressly qualified in the same sentence — only with limits on travel to other centers and advance notice of any reassignment; (b) it was "strongly recommended that Sarah have a primary job site or perhaps two primary job sites, rather than traveling to provide coverage for sites farther away" — a recommendation that reflected Ms.

Engstrom's expressed need to be assigned exclusively to the Glenview center, where she worked, as ABCT had been dispatching her to centers as far as Gurnee and the Orland Park/Joliet area, locations over an hour and a half away, requiring her to drive in unfamiliar places, significantly disrupting her sleep and daily routines, requiring her to mask extensively around unfamiliar staff, and leaving her exhausted while simultaneously attending graduate school — all of which caused her significant clinical distress directly attributable to her disabilities; (c) "[t]he company could assign Sarah to one primary location to allow her stability in her routine;" and (d) "if she is expected to work at alternative locations, advance notice should be provided and subbing at alternative locations should be kept to a minimum."

72. Dr. Newberry's statement that Ms. Engstrom could perform the essential functions of her position was thus expressly paired with, and qualified by, her recommendation that ABCT limit Ms. Engstrom's travel and provide advance notice of any reassignment ("Sarah is able to perform the essential functions of her job, however, it is strongly recommended that Sarah have a primary job site or perhaps two primary job sites, rather than traveling to provide coverage for sites farther away.")

73. Dr. Newberry's conclusion that Ms. Engstrom could perform all essential functions of her position is accurate and fully consistent with her need for an accommodation. The essential functions of Ms. Engstrom's position, set out above, are performed at a therapy center and do not include travel. The restrictions Dr. Newberry recommended concerned only ABCT's practice of dispatching Ms. Engstrom to other centers, which was at most a marginal function, and the manner of those reassignments.

74. Dr. Newberry's answer of "No" to whether Ms. Engstrom was "substantially limited in any major life activities," and her notation of "no functional limitations," do not mean

Ms. Engstrom lacks a disability. Whether an impairment substantially limits a major life activity is a legal question, to be "construed broadly in favor of expansive coverage," 29 C.F.R. § 1630.2(j)(1)(i), and decided without regard to mitigating measures, including learned behavioral modifications such as masking, 42 U.S.C. § 12102(4)(E)(i)(IV). Dr. Newberry's answers reflected her clinical judgment that, with the stability and advance notice she recommended, Ms. Engstrom could perform her work. They were not a legal conclusion under the ADA. Dr. Newberry's November 9, 2024 diagnostic report documents the substantial limitations described above, and, upon information and belief, ABCT received that report.

75. On or about October 10, 2024, Ms. Cook and Operations Manager Nicholas Fahr met with Ms. Engstrom to address her accommodation request. Ms. Engstrom attended expecting to remain at her home center in Glenview, consistent with Dr. Newberry's statement that ABCT "could assign Sarah to one primary location to allow her stability in her routine." Instead, Ms. Cook told her that she must select a secondary center to which ABCT could send her, and that if she refused, she would forfeit her upcoming $0.50-per-hour performance raise. Ms. Cook presented this as an ultimatum and offered no alternative, such as waiving or modifying the travel criterion for Ms. Engstrom's pay level as an accommodation.

76. The unexpected ultimatum triggered a disability-related panic response that overwhelmed Ms. Engstrom's ability to process the conversation in real time, a limitation Dr. Newberry documented in her November 9, 2024 diagnostic report. Ms. Engstrom reluctantly selected Arlington Heights, the center closest to her home, solely to keep her raise and not because it met her clinical needs. Neither Ms. Cook nor Mr. Fahr addressed how much notice ABCT would give before sending her there, although Dr. Newberry's form called for advance notice of any work at alternative locations. Upon information and belief, Ms. Cook and Mr. Fahr recorded that

selection in notes or forms maintained by ABCT. Even travel to Arlington Heights continued to disrupt her sleep and routines, required her to mask around unfamiliar colleagues, and left her exhausted, causing ongoing significant distress.

77. After the October 2024 meeting, ABCT sent Ms. Engstrom to Arlington Heights on several occasions: once in or around October 2024 and several times between approximately January and May 2025, before her leave began. ABCT notified her of these reassignments by chat message from Mr. Fahr or Operations Manager Mary Harris without any agreed lead time, typically only the day before or the morning of. Upon information and belief, ABCT's chat records and scheduling spreadsheet document the date of each assignment and the notice given. Each reassignment disrupted Ms. Engstrom's commute, routine, and sleep; required her to mask intensively among unfamiliar clients, staff, layouts, lighting, and noise; and triggered panic attacks and migraines, which are the harms Dr. Newberry's recommendations were meant to prevent.

78. On April 10, 2025 — more than six months after the accommodation was approved — ABCT attempted to dispatch Ms. Engstrom to Schaumburg (a center appearing nowhere in her accommodation documentation or in her discussions with Mr. Fahr and Ms. Cook on October 10, 2024 when they discussed Ms. Engstrom's accommodations needs) again with only last-minute notice. At approximately 4:00 p.m. on April 10, 2025, Operations Manager Mary Harris messaged Ms. Engstrom by Google Chat directing her to report to the Schaumburg center for her 8:00 a.m. shift the following morning, giving her less than twelve hours' notice — consistent with management's common practice of notifying her of reassignments only the day before or the morning of. Ms. Engstrom objected that Schaumburg was not her approved center, and she did not go. Ms. Harris acknowledged that her approved secondary center was Arlington Heights, not Schaumburg. Even though Ms. Engstrom did not ultimately travel to Schaumburg, ABCT's

attempt to reassign her, outside the narrowed accommodation it had approved and with less than a day's notice, itself disregarded her accommodation. It forced Ms. Engstrom, on the evening before her shift, to recognize the violation and assert her accommodation rights herself to avoid being sent to an unfamiliar center. It also caused her the very disruption and distress the accommodation was meant to prevent. Dr. Newberry's recommendation that ABCT provide "advance notice" could not be satisfied by notice given the same day as, or a single day before, a reassignment. Given Ms. Engstrom's disability-related need for predictability and time to prepare for changes in her routine, such last-minute notice is no advance notice at all.

B. The Cumulative Impact on Ms. Engstrom's Health and Her FMLA Leave

79. By May 2025, the cumulative impact of ABCT's sustained hostile work environment — compounded by its repeated violations of Ms. Engstrom's ADA accommodations and its failure to take any remedial action in response to her harassment and retaliation complaints — had become severe.

80. As an individual diagnosed with Level 1 ASD, severe anxiety, depression, and C-PTSD, Ms. Engstrom was particularly vulnerable to the effects of a hostile work environment. The daily unpredictability of Ms. Gary's retaliatory conduct — never knowing which interaction would bring a hostile comment, a dismissive gesture, or a pointed remark to a supervisor — caused Ms. Engstrom migraines, anxiety attacks, increased panic attacks, brain fog, emotional exhaustion, worsening depression, and physical illness.

81. On May 22, 2025, Ms. Engstrom filed for emergency FMLA leave, which was approved in person by Operations Manager Mary Harris that same day. Ms. Engstrom did not choose to go on leave; ABCT's own conduct made her medically unable to work.

82. Plaintiff's FMLA leave formally commenced May 23, 2025.

83. On May 23, 2025 — the same day her FMLA leave commenced — Ms. Engstrom submitted a second formal ADA accommodation request identifying seven specific needs, including at least 48 hours' written advance notice of any meetings along with a meeting agenda, as Ms. Engstrom had been called into Zoom meetings with no prior preparation or notice of topics to be discussed, and had experienced ABCT representatives subsequently sending written recap emails that falsely represented what had been said or agreed to during those meetings — mischaracterizations Ms. Engstrom did not agree to and which she formally disputed; written follow-up summaries within 48 hours of any meetings; and absolutely no contact from either the coworker who had harassed her, Naydiia Gary, or from Meg Cook, who had mishandled the original investigation and retaliated against her.

84. Ms. Engstrom formally requested that Ms. Cook be removed from her matter entirely. She also formally requested a second investigation into the sexual harassment and the mishandling of the original complaint — specifically, that the initial investigation into the February 2025 sexual harassment report had been conducted solely by Ms. Cook, the same individual whose own conduct toward Ms. Engstrom Ms. Engstrom was simultaneously contesting, with no independent investigator assigned.

85. On June 3, 2025, Ms. Engstrom's therapist completed the FMLA paperwork. On June 4, 2025, a physician formally diagnosed Ms. Engstrom with a Major Depressive Episode and prescribed Wellbutrin, confirming that ABCT's conduct had caused her a discrete, diagnosable psychiatric injury.

86. Upon information and belief, Ms. Gary's employment with ABCT ended on June 4, 2025. However, ABCT did not inform Ms. Engstrom of Ms. Gary's departure at any time during her leave, despite this fact being directly material to her treating physician's evaluation of whether

return to the Glenview center was medically safe. Ms. Engstrom therefore continued to believe that Ms. Gary worked at the center. By withholding this information, ABCT effectively prevented Ms. Engstrom's physician from making a fully informed assessment of the conditions to which Ms. Engstrom would be returning, thereby directly prolonging her inability to do so and contributing to the extension of her leave.

87. Upon information and belief, Ms. Gary did not leave voluntarily. She was terminated for accumulated attendance "occurrence points," including tardiness, call-offs, and missed client appointments, after receiving a further final written warning, and not for her sexual harassment and retaliation of Ms. Engstrom.

88. Between June 5 and June 9, 2025, Ms. Engstrom made an ADA request that Operations Manager Mary Harris serve as her designated support person for any meetings and all communications with ABCT going forward. Ms. Engstrom specifically requested Ms. Harris for this role because Ms. Harris had direct knowledge of Ms. Engstrom's disability, had demonstrated a heightened understanding of her needs as someone whose own son was autistic, and had followed proper protocol throughout — providing Ms. Engstrom with resources, advocating for her within the center, and offering support during a period in which Ms. Engstrom was experiencing panic attacks at work. As an autistic individual, Ms. Engstrom struggles with verbal communication, real-time conversations, and processing in-person interactions, and Ms. Harris was among the few people at ABCT with whom she felt genuinely understood and safe.

89. On June 9, 2025, ABCT's representative Ms. Aman accepted and honored the designated support person accommodation via email, without requiring additional formal paperwork. On June 12, 2025, Ms. Aman accepted and honored via email an additional accommodation requiring that all meetings and communications with ABCT proceed in writing

only, again without requiring formal paperwork. Ms. Engstrom had refused to continue communicating verbally because her words had been systematically distorted between what was discussed in Zoom meetings and what ABCT's subsequent recap emails purported she had said or agreed to — a pattern that Operations Manager Ms. Harris, who was present during those meetings, can verify. This was not an isolated miscommunication: Ms. Cook had already used in-person pressure to coerce Ms. Engstrom into selecting a secondary work center and into characterizing the sexual harassment she experienced as merely a "personal difference," and ABCT representatives were now similarly attempting to induce Ms. Engstrom to ratify written summaries of meetings that did not accurately reflect what had been discussed or agreed upon.

90. Ms. Engstrom no longer felt safe communicating verbally, as her statements were being misrepresented in ways that could be used against her. Her request for written-only communication was also grounded in her ADA rights, as written communication directly accommodated her disability-related difficulties with verbal processing, real-time comprehension, and ensuring that what she communicated was being accurately understood and recorded.

91. That same day, June 12, 2025, Ms. Engstrom sent a formal request via email explaining that, because of her autism diagnosis, she needed clarification of the outcomes discussed at the parties' June 11, 2025 meeting to be provided in writing rather than relayed verbally. In that email, Ms. Engstrom formally disputed ABCT's stated conclusion that the photograph incident did not constitute sexual harassment, citing the EEOC's definition of sexual harassment and noting that the conduct was unsolicited, sexual in nature, and caused her clear discomfort in the workplace. Plaintiff also disputed ABCT's conclusion that Ms. Gary's conduct in identifying Ms. Engstrom as the reporting party and breaching the confidentiality of the

investigation did not constitute retaliation, citing EEOC guidance that coworker retaliation is actionable where management is aware of the conduct and fails to take corrective action.

C. ABCT's Violation of Ms. Engstrom's Accommodations and Retaliation During FMLA Leave

92. On June 17, 2025, Ms. Aman sent a written recap of the prior meeting that contained inaccurate statements and mischaracterizations of what Ms. Engstrom had said — another attempt to pressure Ms. Engstrom into ratifying a version of events that did not occur.

93. Ms. Aman's recap stated that Ms. Engstrom's February 4, 2025 sexual harassment allegation was "ultimately… unsubstantiated," although the accused teammate's conduct was acknowledged to be "inconsistent with ABCT's expectations for appropriate workplace conduct," and that Ms. Engstrom's April 2, 2025 retaliation complaint was likewise deemed unsubstantiated.

94. Ms. Aman's recap further represented that Ms. Engstrom's Operations Manager had informed her of the closure of the investigation "around February 11" — directly conflicting with the well-documented fact that, at that very meeting, Ms. Harris told Ms. Engstrom only that the matter was ongoing and that she could not discuss it. Ms. Aman's recap also confirmed that Ms. Engstrom had requested forgiveness for all absences during the period of February 4 through May 23, 2025 — an implicit acknowledgment of the connection between ABCT's conduct and Ms. Engstrom's attendance record. ABCT's shifting and internally inconsistent accounts of when, how, and with what outcome the investigation concluded further evidenced the pretextual nature of its stated reasons for its conduct toward Ms. Engstrom.

95. That same day, June 17, 2025, Ms. Engstrom responded in writing to dispute Ms. Aman's characterization of the meeting. She specifically disputed Ms. Aman's assertion that "appropriate actions were taken" — noting, among other things, that Ms. Gary had never been

removed from her team — and disputed that the investigation had been confirmed closed with her before the retaliation she experienced. Ms. Engstrom's email further recounted that HR representative Paige Du had suggested that, as the complainant, Ms. Engstrom bore responsibility for proactively informing Team Relations that she did not feel safe working with Ms. Gary, and that Ms. Harris had told her only that a meeting had occurred and the matter was "being investigated" — an account Ms. Engstrom noted was irreconcilable with any claim that corrective action had already been taken. Ms. Engstrom also disputed ABCT's calculation of the paid time off, paid sick leave, and unpaid time off that should have been restored to her for the period of February 4 through May 23, 2025.

96. On June 19, 2025 — one week after the written-only accommodation was formally approved on June 12 — Ms. Aman attempted to schedule a Zoom meeting with Ms. Engstrom, the precise type of interaction the accommodation was designed to prevent.

97. On June 20, 2025, Ms. Aman began requesting that Ms. Engstrom complete unpaid paperwork while she was on emergency FMLA leave — a demand that directly violated Ms. Engstrom's protected leave rights and, as described below, contradicted ABCT's own Vice President's written representation that no such requests were required during leave.

98. On June 22, 2025, Ms. Engstrom informed ABCT's CEO of her government agency filings. Rather than treating this report as confidential and addressed only to the CEO, ABCT's COO/Chief of Staff Bodil Kenny forwarded Ms. Engstrom's confidential complaint directly to the HR/Team Relations department — including Allison Cossu, one of the individuals named in the complaint — within hours of receipt, with the message: "Forwarding to yall for visibility in case you haven't been notified yet."

99. This casual, mass forwarding of a confidential sexual harassment and retaliation complaint addressed to the CEO — accomplished before the close of the same day it was received — further illustrates ABCT's institutional indifference to the confidentiality of Ms. Engstrom's protected complaints and constitutes retaliation.

100. Rather than independently investigating Ms. Engstrom's complaint, Ms. Kenny's only substantive response, sent minutes later, was to direct Ms. Engstrom back to "Hannah Azhang or Allison Cossu for further assistance" — the very Team Relations personnel Ms. Engstrom had already identified as subjects of her complaint.

101. Ms. Engstrom immediately clarified in writing that her complaint "involves Allison Cossu and the entire TEA management team and their retaliation," that she would be "unable to interact with them any further regarding this situation," and that she had "exhausted all other channels."

102. Despite this express notice of a conflict of interest, ABCT did not provide any substantive response for eleven days, until July 3, 2025, when Ms. Kenny again offered only to escalate the matter to Ms. Azhang or, in the alternative, direct Ms. Engstrom to a generic compliance hotline — rather than assign the complaint to any individual independent of the department it concerned.

103. On June 25, 2025, Ms. Engstrom wrote directly to ABCT's HR inbox to formally document this breach, stating that "a subordinate responded on behalf of the CEO… and then took it upon herself to forward that confidential communication directly to the exact department that I had filed reports about," and asking what confidentiality safeguards, if any, differed from those previously provided to her and how her information would be protected going forward given that

the very individuals and departments she had reported on had now received her confidential complaint. ABCT never substantively responded to these questions.

104. Upon information and belief, even routine requests were routed to the personnel Ms. Engstrom had reported. On or about June 27, 2025, when Ms. Engstrom contacted ABCT's IT support address to request a copy of her employment agreement, she received a reply from an HR employee, Christina Geskos, through an "HRsupport" address, rather than from IT. When Ms. Engstrom objected that her confidentiality may have been breached, Ms. Azhang responded on July 1, 2025 that requests submitted through ABCT's internal ticketing system were shared across the Human Resources team.

105. Also on June 25, 2025, Ms. Engstrom applied for two open internal positions at ABCT, including the position of Teammate Experience Ambassador and Employee Experience Specialist (Chicago), which she had previously discussed with Ms. Harris and which Ms. Harris had encouraged her to pursue. No ABCT policy barred her from applying while on leave. She was qualified for both by virtue of her RBT III status, her top-bracket performance reviews, her BCBA internship, and her graduate studies in Applied Behavior Analysis. Ms. Engstrom followed up on with Ms. Harris on June 27, 2025, asking her to confirm that ABCT had received her application for the Teammate Experience Ambassador role. She noted that almost two business days had passed and that, when she applied to be an RBT, ABCT had responded in less than twelve hours. Ms. Harris replied that same day that she had contacted the recruiters she knew and worked with, that "none of them know who I should reach out to," and that they were "directing me to the team you wish to not be involved" — that is, the HR/Team Relations department whose conduct Ms. Engstrom had reported. On July 1, 2025, Ms. Harris referred Ms. Engstrom to ABCT's general recruiting inbox and told her that "[t]he recruiter for the TEA role is currently out of office."

106. Shortly thereafter, Ms. Engstrom also followed up with ABCT's HR department. ABCT never acknowledged either application, nor did they interview her. Upon information and belief, both applications were routed to and handled by ABCT's HR/Team Relations personnel, and recruiter Autum Davis. Indeed, upon information and belief, both positions sat within ABCT's Teammate/Employee Experience function — the same team, including Ms. Aman, ABCT's Teammate Experience Ambassador, whose conduct Ms. Engstrom had reported. Upon information and belief, those personnel knew at the time that Ms. Engstrom had named members of their department in complaints to the EEOC, IDHR, and DOJ, and they had received her complaint to the CEO only three days earlier, on June 22, 2025.

107. On June 25, 2025, Ms. Azhang, Vice President of Teammate Experience, independently acknowledged Ms. Engstrom's June 12th accommodations in writing and confirmed she would honor them going forward, expressly confirming that while on FMLA leave, "no additional documentation requests are required" and that Ms. Engstrom was "not required to engage in any work-related activities."

108. Also on June 25, 2025, ABCT extended Ms. Engstrom's emergency FMLA leave because the conditions that had made her ill had not been resolved, and requested that Ms. Engstrom provide return-to-work paperwork from a physician's appointment scheduled for August 15, 2025. Ms. Azhang confirmed to Ms. Engstrom in writing that her "job protection remains in effect." No warning, disciplinary action, or notice that Ms. Engstrom's position was at risk was communicated to her at any point.

109. Ms. Azhang's June 25, 2025 response also addressed the substance of the investigations, confirming that although ABCT "could not substantiate all elements of sexual harassment under … formal investigation standards," the conduct in question was found to have

"violated ABCT's workplace expectations and professional conduct policies," and that ABCT had "imposed appropriate disciplinary action on the employee involved" as a result — corroborating the Final Written Warning described above and further undercutting Ms. Aman's June 17, 2025 characterization of the allegation as simply "unsubstantiated."

110. Ms. Azhang likewise confirmed that ABCT had "documented the behaviors" Ms. Engstrom reported as retaliatory following her complaint, disputing only whether they satisfied ABCT's internal causation standard. Ms. Azhang further represented that it is ABCT's "standard practice" to "circle back with the reporter… to share a high level and confidential update, confirming that the investigation and appropriate next steps have been concluded" at the close of an investigation — a practice ABCT did not follow with Ms. Engstrom on February 11, 2025, when Ms. Harris told her only that the matter was ongoing and that she could not discuss it.

111. ABCT's own leave administrator confirmed that Ms. Engstrom's FMLA leave was continuously approved from May 23, 2025 through July 7, 2025, and that the further extension ABCT itself required — through the August 15, 2025 physician's appointment described above — remained pending only for lack of documentation that, by ABCT's own terms, could not be finalized until after that appointment.

112. Notwithstanding this, on July 31, 2025, ABCT issued Ms. Engstrom a written demand that she return to work by August 7, 2025 — a deadline that predated by eight days the very physician's appointment ABCT had itself established as the condition of her extended leave. This demand was internally inconsistent with the timeline ABCT had set, contradicted the approved August 17 return date reflected in Ms. Engstrom's own portal, and was issued without any prior warning, disciplinary action, or communication that her position was at risk.

113. On July 29, 2025 — two days before ABCT's July 31 demand — Ms. Engstrom had proactively messaged Operations Manager Ms. Harris, her designated point of contact, to provide a status update and confirm her anticipated return-to-work date of August 17, 2025. No one from ABCT management had reached out to notify her of any lapse in her leave coverage or to inquire about her return plans prior to her outreach.

114. On July 31, 2025, Ms. Aman sent Ms. Engstrom an email, copying Ms. Harris, which Ms. Aman forwarded to Ms. Engstrom's personal email address on August 1, 2025. The email stated that Ms. Engstrom's leave "has now ended," directed her to return to work by August 7, 2025, and asked whether she required a further extension. Ms. Aman sent it while Ms. Harris, Ms. Engstrom's designated support person, was on medical leave, and after Ms. Azhang had told Ms. Engstrom in writing that Ms. Azhang would be her point of contact going forward. Ms. Aman was not Ms. Engstrom's designated point of contact, and she belonged to the same Teammate Experience team Ms. Engstrom had named in her June 22, 2025 agency complaints.

115. Ms. Aman's email was wrong on its face. Ms. Engstrom's leave had not "ended." ABCT itself had extended her leave and conditioned her return on the August 15, 2025 physician's appointment, and ABCT's own leave portal reflected an approved return date of August 17, 2025. Ms. Engstrom had no reason to request a further extension because her leave was already approved through August 17. The August 7 date would have required her to return before she could obtain the clearance ABCT itself required.

116. Ms. Engstrom responded the same day and questioned how ABCT expected her to return to work when they had not done anything to remediate the conditions that caused her leave. Ms. Engstrom further noted in writing that her "return was approved through August 17th on my portal" — directly conflicting with the August 7, 2025 return date in Ms. Aman's email.

117. Ms. Engstrom directly identified the continued contact as retaliatory, informing Ms. Aman in writing that she had "been reported for retaliation" to multiple government agencies, that continuing to email her was "retaliation," and that she was "no longer [her] point of contact in this matter."

118. On August 2, 2025, Ms. Engstrom escalated the matter in writing to Ms. Azhang, her then-current designated point of contact, copying Ms. Harris and Operations Manager Ms. Mikeska. She explained that Ms. Aman had contacted her demanding an immediate return to work while Ms. Harris was out on medical leave, and that Ms. Engstrom had in fact been providing Ms. Harris "regular weekly updates" throughout her FMLA leave. Ms. Engstrom asked Ms. Azhang directly, "Why are you letting her continue to harass and retaliate against me?" ABCT did not reconcile the discrepancy between its internal portal, which reflected an approved August 17, 2025 return date, and the August 7, 2025 ultimatum. Ms. Aman's repeated demands that Ms. Engstrom complete paperwork and respond to return-to-work ultimatums while on protected leave were also inconsistent with the very policy ABCT's own Vice President had put in writing on June 25, 2025. On August 3, 2025, Ms. Engstrom formally requested an immediate cessation of all contact from Jenna Aman, Paige Du, Allison Cossu, and Meg Cook. Following this request, Hannah Azhang took over as Ms. Engstrom's designated point of contact. Despite this, the damage from Ms. Aman's threatening ultimatum and the pattern of unauthorized contact had already compounded the hostile and retaliatory conditions Ms. Engstrom was experiencing.

119. ABCT also gave Ms. Engstrom no workable means to return. Ms. Azhang had told Ms. Engstrom in writing on June 25, 2025 that she was "not required to engage in any work-related activities" during her leave. Yet, upon information and belief, ABCT thereafter sent communications about Ms. Engstrom's return-to-work status only to her ABCT work email

account — the account she had been told she need not monitor while on leave — rather than to her personal email, her phone, or her home address. No one from ABCT called, texted, or wrote to Ms. Engstrom at her personal contact information about her return before terminating her.

120. Ms. Harris, Ms. Engstrom's designated support person, was herself on medical leave. Her only remaining point of contact was Ms. Azhang, the Vice President overseeing the same Teammate Experience department whose personnel Ms. Engstrom had reported to government agencies.

121. No one at ABCT proposed a return-to-work plan, meeting, or date. No one told Ms. Engstrom that Ms. Gary no longer worked at the center. No one confirmed that the HR/Team Relations personnel she had reported would have no contact with her, resolved her pending requests to restore her paid time off, or described any safety or confidentiality measures that would be in place when she returned. Ms. Engstrom was left to return, if at all, to the same center and the same personnel whose conduct had caused her leave.

122. Ms. Engstrom did not attend the August 15, 2025 physician's appointment that ABCT had designated for her return-to-work clearance because ABCT had given her nothing safe to return to. No one in HR had discussed, coordinated, or proposed any return-to-work plan. ABCT had not told her of any safety measures regarding Ms. Gary, whom Ms. Engstrom reasonably believed was still employed at the Glenview center and assigned to her team. ABCT had not addressed the violations of her accommodation and had not restored the paid time off she had been forced to use when she called out because of panic attacks and migraines. Clearance at that appointment would have required her to report back on August 17, 2025, to the same unremediated conditions that had caused her leave. After August 15, 2025, ABCT never told her that her position was at risk, never asked her for alternative documentation, and never contacted her by personal

email, phone, or mail before terminating her employment on September 16, 2025. ABCT knew how to reach Ms. Engstrom at her personal email address: on August 1, 2025, Ms. Aman had forwarded her July 31, 2025 return-to-work email to that address, writing, "I wanted to send this to your personal email as well in case you aren't checking your ABC email." Yet, upon information and belief, ABCT sent its subsequent communications about Ms. Engstrom's return only to her ABCT work account, which Ms. Azhang had told her she need not monitor, having told her in writing on June 25, 2025 that she was "not required to engage in any work-related activities" during her leave. Ms. Engstrom learned of those communications only in January 2026, during the EEOC proceedings.

123. Ms. Engstrom intended to return to work, as she had confirmed to Ms. Harris on July 29, 2025. What prevented her return was not any inability to perform the essential functions of her position, but ABCT's refusal to address the conditions that had caused her leave and her diagnosed Major Depressive Episode. ABCT never told her that Ms. Gary no longer worked at the center, never provided a revised accommodation plan, never confirmed that the HR/Team Relations personnel she had reported would have no further contact with her, and, during her leave, subjected her to threatening and retaliatory contact from Ms. Aman. With reasonable accommodations, Ms. Engstrom could have returned and performed every essential function of her position, as she had done at the highest-rated level throughout her employment. Those accommodations included accurate information about her work environment, enforcement of her approved no-contact and point-of-contact accommodations, a written return-to-work plan, and, if needed, a brief further extension of leave to permit return-to-work clearance once those conditions were addressed.

124. Furthermore, to Ms. Engstrom's knowledge, Ms. Gary remained employed at the center to which she would be expected to return. Ms. Engstrom also remained severely depressed due to the discrimination and retaliation she had suffered at ABCT, and under substantial financial strain, having been on unpaid FMLA leave since May 23, 2025. At no point during her leave did ABCT's HR/Team Relations department inform Ms. Engstrom of any change to these conditions.

125. On or about September 16, 2025, in a clear act of discrimination and retaliation, ABCT terminated Ms. Engstrom's employment by an email sent from a generic HR address, hr@actionbehavior.com, signed only "People Services Team," and identifying neither its sender nor the decision-maker. The email read: "Please see the document attached to this email regarding post-employment information and additional resources. If you have any questions, please let us know."

126. Defendants failed to provide any reason for the termination, nor identify any decision-maker or provide any prior warning or initiate disciplinary process. Ms. Engstrom never resigned, never stated that she would not return, and never abandoned her position. ABCT ended her employment less than three months after Ms. Engstrom reported its conduct to the EEOC, IDHR, and DOJ, and about six weeks after her August 1–3, 2025 written complaints of retaliation, notwithstanding Ms. Azhang's written assurance on June 25, 2025 that her "job protection remains in effect."

127. In fact, Ms. Engstrom learned for the first time, through ABCT's February 6, 2026 Position Statement filed with the EEOC, that ABCT claimed the basis for her termination was "job abandonment" — a rationale never communicated to her before or at the time of her termination, contradicted by ABCT's own written assurance on June 25, 2025 that her "job protection remains

in effect," and irreconcilable with Ms. Engstrom's documented communications to Ms. Harris confirming her intent to return.

128. Instead, the employment of a high-performing employee — one who scored in the highest available performance bracket at both her six-month and one-year reviews, received four raises or promotions in seventeen months, was accepted into ABCT's competitive BCBA internship program, and had zero disciplinary actions in her record — was ended by a termination-by-email with no stated reason, three months after she filed formal complaints with three government agencies.

129. As such, Defendants' alleged abandonment rationale is clearly pretext. The true reasons for Ms. Engstrom's termination were discriminatory animus and retaliation for her protected activity.

130. As a result of the foregoing, in addition to being unlawfully terminated, Ms. Engstrom has been unlawfully harassed, discriminated against, and retaliated against, and has suffered loss of rights, loss of income and earnings, the loss of her BCBA internship and career path, and severe emotional and physical harm.

FIRST CAUSE OF ACTION
SEXUAL HARASSMENT IN VIOLATION OF TITLE VII
Against Defendant ABCT

131. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

132. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., for relief based upon the unlawful employment practices of the above-named Defendant. Plaintiff complains that ABCT violated Title VII's prohibition against sexual harassment and hostile work environment on the basis of sex.

133. ABCT engaged in unlawful employment practices prohibited by 42 U.S.C. § 2000e-2(a)(1) by subjecting Plaintiff to sexual conduct that was sufficiently severe or pervasive to alter the conditions of her employment and create an abusive working environment, and by failing to take prompt, effective remedial action after receiving written notice of the harassment.

134. The harassment was not limited to a single incident. Ms. Gary repeatedly referred to Ms. Engstrom as her "Valentine" and her "boo," stood over Ms. Engstrom at her workstation for several minutes holding the partially nude photograph of herself inches from Ms. Engstrom's face while pressing her for compliments on her body and showed that photograph to other coworkers RBT Sara Guay and, upon information and belief, Ms. Amjad. She continued calling Ms. Engstrom her "boo" and "Valentine" after ABCT's Corrective Action Form, including in the center's front lobby in the presence of coworkers and Operations Manager Mary Harris. Ms. Harris, supervising BCBA Adrienne O'Neil, and Ms. Amjad were aware of these continued remarks. Ms. Gary left a Valentine's Day gift in her locker after she reported the conduct, in person to Ms. Harris and Ms. O'Neil on or about February 18, 2025. In March 2025, Ms. Gary kept the photograph a topic of workplace discussion by asking coworkers whether "her nude photos made them uncomfortable" and whether they were the ones who had reported her. ABCT knew of this conduct and failed to take effective corrective action.

135. Ms. Gary's conduct was because of Plaintiff's sex. Over a period of weeks, she repeatedly called Ms. Engstrom by romantic terms of endearment, "Valentine" and "boo." She held a photograph of her own partially nude body, taken for a Valentine's Day photoshoot, inches from Ms. Engstrom's face for several minutes while pressing her to say that her body looked "good." And after being disciplined, she left a Valentine's Day gift of nails, chocolate, and a

stuffed animal in Ms. Engstrom's locker. Taken together, this conduct was sexual and romantic in nature and directed at Ms. Engstrom personally.

136. ABCT's corrective action was not effective. Within two days after ABCT issued the Final Written Warning, Ms. Gary was again calling Ms. Engstrom her "Valentine" and "boo" in the presence of Operations Manager Mary Harris. Within three days, she left the Valentine's Day gift in Ms. Engstrom's locker, which Ms. Engstrom reported to Ms. Harris and Ms. O'Neil. Within weeks, she was asking coworkers whether her "nude photos" had made them uncomfortable and who had reported her. ABCT knew of each event and took no further action. It never separated Ms. Gary from Ms. Engstrom's team, never issued a no-contact directive, and never told Ms. Engstrom that any discipline had been imposed. Discipline the harasser ignores within days, and that the employer does not enforce once it learns of the noncompliance, is not corrective action reasonably likely to prevent recurrence.

137. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including, but not limited to, economic and pecuniary losses (past and future)—such as income, salary, benefits, and other compensation—severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

138. Accordingly, as a result of the unlawful conduct of Defendant, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law, including punitive damages.

SECOND CAUSE OF ACTION
RETALIATION IN VIOLATION OF TITLE VII
Against Defendant ABCT

139. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

140. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-3(a). Plaintiff complains that ABCT violated Title VII's prohibition against retaliation in employment.

141. Because of Plaintiff's protected complaints of sexual harassment, ABCT subjected Plaintiff to materially adverse actions that would dissuade a reasonable worker from making or supporting a charge of discrimination. Those actions included: knowingly tolerating Ms. Gary's months-long retaliatory campaign after management was on notice of it no later than March 28, 2025; forwarding Plaintiff's confidential government complaints to the HR/Team Relations personnel named in them; ignoring her applications for two internal positions routed to that same department; sending her, during protected leave, an erroneous directive declaring that her leave had ended and requiring her return ten days before her approved return date; and terminating her employment.

142. An employer is liable for coworker retaliatory harassment when it knows of the harassment and fails to take reasonable steps to stop it. Plaintiff alleges a sustained campaign from approximately mid-March until her May 23, 2025 leave, more than two months, after Ms. Gary canvassed coworkers to identify the reporter. It included falsely characterizing Plaintiff as "racist" to their supervising BCBA and hostile interactions during mandatory client handoffs. Supervisors witnessed the conduct, documented it, and received repeated reports. ABCT did not separate the employees or issue a no-contact directive, and proposed that Plaintiff meet alone with Ms. Gary. Plaintiff alleges that this campaign contributed to panic attacks, migraines, absences, and her

eventual leave. The at-least-thirteen days of call-outs or early departures described in the Facts cover the broader February 14–May 23 period; not all thirteen are attributed exclusively to the later retaliatory campaign.

143. As a result of the acts and conduct of Defendant complained of herein, Plaintiff has suffered and will continue to suffer damages including, but not limited to, economic and pecuniary losses (past and future)—such as income, salary, benefits, and other compensation—severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

144. Accordingly, as a result of the unlawful conduct of Defendant, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law, including punitive damages.

THIRD CAUSE OF ACTION
DISABILITY DISCRIMINATION IN VIOLATION OF THE ADA
Against Defendant ABCT

145. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

146. This claim is authorized and instituted pursuant to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12112(a). Plaintiff complains that ABCT discriminated against her because of her disability in violation of the ADA.

147. ABCT engaged in unlawful disability discrimination prohibited by 42 U.S.C. § 12112(a) by treating Plaintiff differently and adversely because of her disability. Among other things, ABCT coerced her, under threat of forfeiting her earned performance raise, into accepting a diminished accommodation inconsistent with her documented clinical needs; subjected her disability-related requests and disclosures to sustained institutional indifference and hostility; ignored her applications for two internal positions for which she was qualified; and terminated her

employment on September 16, 2025. But for Plaintiff's disability, ABCT would not have taken these actions. ABCT's undisclosed and shifting justification for the termination, "job abandonment," was first asserted months later in its EEOC position statement and is contradicted by its own written assurance that Plaintiff's "job protection remains in effect." That justification is pretext for disability discrimination.

148. Each of these actions harmed Plaintiff with respect to an identifiable term or condition of her employment. Conditioning her raise on travel affected her compensation. Dispatching her among centers on short notice changed her work location and schedule. Ignoring her internal applications, and then terminating her, cost her promotion opportunities and ultimately her job. ABCT's earlier favorable treatment does not negate discriminatory intent: ABCT's treatment of Plaintiff worsened as her disability-related needs became more pronounced and as she asserted her accommodation rights, including in her May 23, 2025 complaint questioning "whether [her] neurodivergence contributed to the way [her] report was handled — or ignored."

149. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including, but not limited to, economic and pecuniary losses (past and future); severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

150. Accordingly, as a result of the unlawful conduct of Defendant, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law, including punitive damages.

FOURTH CAUSE OF ACTION
FAILURE TO ACCOMMODATE IN VIOLATION OF THE ADA
Against Defendant ABCT

151. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

152. This claim is authorized and instituted pursuant to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12112(b)(5)(A). Plaintiff complains that ABCT failed to provide reasonable accommodation for her known disability including by failing to engage in the good-faith interactive process to identify and implement effective reasonable accommodations.

153. ABCT violated 42 U.S.C. § 12112(b)(5)(A) by, among other things: (a) refusing to implement Dr. Newberry's recommended single primary location and instead conditioning Plaintiff's earned raise on her acceptance of a secondary travel center, without any good-faith discussion of alternatives; (b) after approving even that narrowed accommodation, repeatedly dispatching her to Arlington Heights with notice given only the day before or the morning of, contrary to Dr. Newberry's recommendation of advance notice; (c) on April 10, 2025, attempting to dispatch her with less than twelve hours' notice to Schaumburg, a center outside her approved accommodation; (d) failing to honor her written-communication and point-of-contact accommodations, including by attempting to schedule a Zoom meeting on June 19, 2025, one week after approving written-only communication; (e) requiring unpaid paperwork during FMLA leave; and (f) failing to engage in any interactive process about her return from leave.

154. Plaintiff need not show that she could not perform her job without accommodation. Reasonable accommodation includes modifications that enable an employee with a disability to enjoy benefits and privileges of employment equal to those of similarly situated employees without disabilities. 29 C.F.R. § 1630.2(o)(1)(iii). By making Plaintiff's raise depend on her willingness to travel among centers, despite her documented disability-related need for a stable work location,

ABCT denied her equal access to compensation and advancement. Moreover, the short-notice dispatches the accommodation were meant to prevent triggered panic attacks and migraines that impaired essential functions of her job, including oral communication, tolerance of noise, and being physically present at her assigned location.

155. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including, but not limited to, economic and pecuniary losses (past and future); severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

156. Accordingly, as a result of the unlawful conduct of Defendant, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law, including punitive damages.

FIFTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF THE ADA
Against Defendant ABCT

157. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

158. This claim is authorized and instituted pursuant to 42 U.S.C. § 12203. Plaintiff complains that ABCT coerced, threatened, and interfered with Plaintiff's exercise of her ADA rights and retaliated against her for engaging in protected ADA activity.

159. ABCT engaged in unlawful practices prohibited by 42 U.S.C. § 12203 by conditioning Plaintiff's performance raise on partial waiver of her accommodation; repeatedly violating approved accommodations; sending her, through a member of the department she had reported, an erroneous directive during protected leave declaring that her leave had ended; a prohibited contact to threaten Plaintiff's employment during protected leave; forwarding her

government complaints to the HR/Team Relations personnel named in them; ignoring her internal job applications; and terminating Plaintiff's employment in retaliation for her requests for accommodation and her complaints to the EEOC, IDHR, and DOJ.

160. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including, but not limited to, economic and pecuniary losses (past and future); severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

161. Accordingly, as a result of the unlawful conduct of Defendant, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law, including punitive damages.

SIXTH CAUSE OF ACTION
FMLA INTERFERENCE IN VIOLATION OF 29 U.S.C. § 2615(a)(1)
Against Defendant ABCT

162. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

163. This claim is authorized and instituted pursuant to the Family and Medical Leave Act, 29 U.S.C. §§ 2601 et seq. Plaintiff was an eligible employee under the FMLA, having been employed by ABCT for more than twelve months and having worked sufficient hours to meet the FMLA's eligibility threshold. ABCT was and is a covered employer.

164. ABCT interfered with Plaintiff's FMLA rights by: requiring unpaid paperwork during protected leave; failing to provide the designation, exhaustion, and fitness-for-duty notices the FMLA regulations require; failing to notify her of the expiration of the initial leave period; extending her leave with conditions while withholding the information—Ms. Gary's resignation—most material to her physician's return-to-work assessment; threatening her employment through

an unauthorized representative while her designated support person was on medical leave; conditioning continued leave on an August 15 physician's appointment while simultaneously threatening termination if she did not return by August 7 (ten days before her approved August 17 return date and eight days before the August 15 appointment ABCT itself required); and ultimately terminating her employment, thereby denying her the FMLA's ultimate benefit of reinstatement.

165. ABCT's interference prejudiced Ms. Engstrom. Ms. Aman's July 31, 2025 email, which erroneously declared that her leave had ended and set a return date ten days before the August 17, 2025 date ABCT itself had approved, discouraged her from continuing to exercise her FMLA rights and worsened the very condition for which she was on leave. ABCT then sent its return-to-work communications only to a work account it had told her she need not monitor.

166. ABCT also failed to give Plaintiff the notices required by the FMLA. Upon information and belief, ABCT did not provide a written designation notice stating the amount of leave counted against her FMLA entitlement, 29 C.F.R. § 825.300(d). It did not notify her when her twelve weeks of FMLA-protected leave would be exhausted or that leave beyond that point was not FMLA-protected. Although ABCT required return-to-work certification from the August 15 appointment, it did not provide a list of essential job functions for the certification to address, 29 C.F.R. §§ 825.300(d)(3), 825.312(b). ABCT never discussed with Plaintiff how much FMLA leave she had used or had remaining. She submitted requests, extensions, and provider forms through a third-party portal and tracked her dates herself. Had ABCT provided accurate designation and exhaustion information, Plaintiff alleges she would have engaged with HR before August 15 to structure a transitional return within her protected period and preserve her BCBA internship and career track. The February–May absences and use of paid time off described in the Facts remain part of her disability-related injury allegations; this count does not assume that

absences before she met the FMLA eligibility requirements were FMLA-protected. Her precise eligibility date and any additional qualifying absences require confirmation. Approval of leave beyond twelve weeks is not alleged, merely by reason of that approval, to extend the statutory FMLA entitlement.

167. As a result of the acts and conduct complained of herein, Plaintiff has suffered loss of wages, salary, employment benefits, and other compensation, together with interest thereon, and is entitled to liquidated damages and attorneys' fees and costs as provided by 29 U.S.C. § 2617.

SEVENTH CAUSE OF ACTION
FMLA RETALIATION IN VIOLATION OF 29 U.S.C. § 2615(a)(2)
Against Defendant ABCT

168. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

169. This claim is authorized and instituted pursuant to 29 U.S.C. § 2615(a)(2). ABCT retaliated against Plaintiff for exercising her protected FMLA rights by: ignoring her internal job applications she submitted while on leave and after she had filed her government complaints; threatening her employment during protected leave through an unauthorized contact while her designated support person was unavailable; and terminating her employment—with no stated reason, no prior warning, and no disciplinary history— approximately one month after the physician's appointment ABCT itself had required as a condition of her extended leave had been scheduled to occur, without first contacting her at the personal email address ABCT knew she was using.

170. As a result of the acts and conduct complained of herein, Plaintiff has suffered loss of wages, salary, employment benefits, and other compensation, together with interest thereon,

and is entitled to liquidated damages and attorneys' fees and costs as provided by 29 U.S.C. § 2617.

EIGHTH CAUSE OF ACTION
SEXUAL HARASSMENT IN VIOLATION OF THE ILLINOIS HUMAN RIGHTS ACT
Against Defendants ABCT and Individual Defendant Naydiia Gary

171. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

172. The Illinois Human Rights Act, 775 ILCS 5/2-102(D), provides that it is a civil rights violation "[f]or any employer, employee, agent of any employer, employment agency or labor organization to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by nonemployees or nonmanagerial and nonsupervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures." The IHRA defines "sexual harassment" at 775 ILCS 5/2-101(E) as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment." Plaintiff's claims are premised on the third prong of this definition — the creation of a hostile work environment — as well as on Defendants' awareness of the harassing conduct and their failure to take reasonable corrective measures as required by 775 ILCS 5/2-102(D).

173. By the actions detailed above, among others, ABCT has subjected Plaintiff to sexual harassment in violation of the IHRA by, inter alia, failing to take reasonable corrective

measures after receiving written notice of the harassment and permitting Ms. Gary's retaliatory campaign to continue unchecked for months.

174. The IHRA defines sexual harassment to include "any conduct of a sexual nature" that has the purpose or effect of creating an intimidating, hostile, or offensive working environment. 775 ILCS 5/2-101(E). It does not separately require proof of the harasser's motive. Ms. Gary's display of a partially nude photograph of herself, her demands for compliments on her body, her repeated references to Ms. Engstrom as her "Valentine" and "boo," and her Valentine's Day gift were each conduct of a sexual nature.

175. Independent of ABCT's institutional liability, Individual Defendant Naydiia Gary is directly liable for this violation as the "employee" who personally engaged in the sexual harassment prohibited by 775 ILCS 5/2-102(D). It was Individual Defendant Gary who showed Plaintiff the unsolicited, sexually explicit photograph described above, and it was Individual Defendant Gary who thereafter personally undertook the retaliatory campaign described herein.

176. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including, but not limited to, economic and pecuniary losses (past and future); severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

177. Accordingly, as a result of the unlawful conduct of Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law.

NINTH CAUSE OF ACTION
DISABILITY DISCRIMINATION IN VIOLATION OF THE ILLINOIS HUMAN RIGHTS ACT
Against Defendant ABCT

178. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

179. The Illinois Human Rights Act, 775 ILCS 5/2-102(A), provides that it is a civil rights violation "[f]or any employer to refuse to hire, to segregate, to engage in harassment as defined in subsection (E-1) of Section 2-101, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges or conditions of employment on the basis of unlawful discrimination." The IHRA defines "unlawful discrimination" at 775 ILCS 5/1-103(Q) to include discrimination based on physical or mental disability and includes an employer's failure to reasonably accommodate an employee's disability.

180. By the actions detailed above, among others, ABCT discriminated against Plaintiff on the basis of her disability in violation of the IHRA. Specifically, ABCT, acting through its Team Relations Ambassador, Meg Cook, denied Plaintiff's October 2024 accommodation as written and coerced Plaintiff—under threat of forfeiting her earned performance raise—into accepting a diminished accommodation that did not meet her documented clinical needs and that was not the product of a good-faith interactive process, thereby treating Plaintiff differently and adversely because of her disability.

181. As a result of ABCT's unlawful conduct, Plaintiff has suffered and continues to suffer damages, including economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, and pain and suffering, and is entitled to the maximum compensation available under this law.

TENTH CAUSE OF ACTION
FAILURE TO ACCOMMODATE IN VIOLATION OF THE ILLINOIS HUMAN RIGHTS ACT
Against Defendant ABCT

182. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

183. The Illinois Human Rights Act, 775 ILCS 5/2-102(A), and its definition of "unlawful discrimination" at 775 ILCS 5/1-103(Q) includes discrimination based on an employee's disability. ABCT failed to provide her with reasonable accommodations. The individual liability of ABCT's employees for the same underlying conduct is separately alleged in the Twelfth Cause of Action below.

184. By the actions detailed above, among others, ABCT failed to provide Plaintiff reasonable accommodations in violation of the IHRA. ABCT repeatedly violated the narrowed accommodation it nominally approved by dispatching Plaintiff to centers without meaningful advance notice, typically by chat message only the day before or the morning of the reassignment, and, more than six months after the accommodation was granted, attempting to send her to Schaumburg, a center other than the single secondary center ABCT had approved, with less than twelve hours' notice. ABCT disregarded Plaintiff's designated point-of-contact accommodation during protected FMLA leave. Although Vice President Ms. Azhang had informed Plaintiff in writing that she would serve as Plaintiff's point of contact going forward, Ms. Aman, who was not her designated point of contact, sent Plaintiff a July 31, 2025 email, forwarded to her personal email on August 1, 2025, declaring that her leave "has now ended" and directing her to return to work by August 7, 2025. That date contradicted the August 17, 2025 return date ABCT's own portal reflected as approved. Throughout this period, ABCT treated Plaintiff's accommodation

requests with institutional indifference, never engaging in the timely, good-faith, and meaningful interactive process the IHRA requires.

185. As a result of ABCT's unlawful conduct, Plaintiff has suffered and continues to suffer damages, including economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, and pain and suffering, and is entitled to the maximum compensation available under this law.

ELEVENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF THE ILLINOIS HUMAN RIGHTS ACT
Against Defendants ABCT and Individual Defendants

186. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

187. The Illinois Human Rights Act, 775 ILCS 5/6-101(A), provides that it shall be a civil rights violation for a person to retaliate against another person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination or sexual harassment.

188. By the actions detailed above, among others, Defendants ABCT and Individual Defendant Meg Cook have retaliated against Plaintiff based on her protected activities in violation of the IHRA, including by enabling Ms. Gary's retaliatory campaign, forwarding her confidential government complaints to named respondents, denying her internal job applications without response, threatening her employment through an unauthorized contact during protected leave, and terminating her employment. Individual Defendant Cook further retaliated against Plaintiff by conducting a structurally compromised investigation, pressuring Plaintiff to characterize confirmed harassment as a "personal difference," proposing an unsafe remedial measure requiring

Plaintiff to confront her harasser directly, and taking no remedial action in response to documented retaliation of which she had direct knowledge.

189. Individual Defendants Du, Aman, and Cossu each also retaliated against Plaintiff in violation of the IHRA. Individual Defendant Du, during the June 11, 2025 meeting, suggested that Plaintiff—as the victim—bore responsibility for proactively informing Team Relations that she did not feel safe working with Ms. Gary, thereby shifting responsibility for ABCT's own institutional failure onto Plaintiff.

190. Individual Defendant Aman sent Plaintiff a written recap that misrepresented the outcome and closure of the investigation, and demanded that Plaintiff complete unpaid paperwork while on emergency FMLA leave. On July 31, 2025, weeks after learning that Plaintiff had named her in complaints to the EEOC, IDHR, and DOJ, Ms. Aman sent Plaintiff an erroneous email declaring that her leave "has now ended" and directing her to return by August 7, 2025. Ms. Aman was not Plaintiff's designated point of contact, and Plaintiff's designated support person was then on medical leave.

191. Individual Defendant Cossu forwarded Plaintiff's confidential May 23, 2025 complaint to Hannah Azhang without Plaintiff's knowledge or consent, and remained a point of referral for Plaintiff's complaint even after Plaintiff expressly notified ABCT's Chief of Staff that her complaint implicated Individual Defendant Cossu directly.

192. Each Individual Defendant acted with knowledge of Plaintiff's protected activity and for personal reasons outside the scope of any legitimate job duty. Ms. Gary canvassed coworkers to identify who had reported her, disparaged Plaintiff to their supervising BCBA, and attacked her in the team group chat. That conduct served no ABCT purpose, was not part of any RBT's duties, and was driven by Ms. Gary's personal resentment at having been reported. Ms.

Cook investigated and minimized Plaintiff's complaints even though Plaintiff was also complaining about Ms. Cook's own coercion of her accommodation, giving Ms. Cook a personal stake in the outcome. By no later than June 22, 2025, Ms. Aman knew that Plaintiff had named her personally as a respondent in complaints to the EEOC, IDHR, and DOJ, including through the COO's June 22, 2025 forwarding of Plaintiff's complaint to the HR/Team Relations department. Ms. Aman nonetheless issued her August 1, 2025 return-to-work ultimatum.

193. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including, but not limited to, economic and pecuniary losses (past and future); severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

194. Accordingly, as a result of the unlawful conduct of Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law.

TWELFTH CAUSE OF ACTION
AIDING AND ABETTING DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF THE ILLINOIS HUMAN RIGHTS ACT
Against Individual Defendants

195. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

196. The Illinois Human Rights Act, 775 ILCS 5/6-101(B), provides that it shall be an independent civil rights violation for any person to "aid, abet, compel or coerce" another person to commit any violation of the Act.

197. Section 6-101(B) reaches any "person," including an individual employee. Each Individual Defendant other than Ms. Gary is liable under Section 6-101(B) because, with actual

knowledge of Ms. Gary's sexual harassment and retaliation against Ms. Engstrom, each knowingly and substantially assisted ABCT's violations of the IHRA through the specific acts and omissions described below.

198. At all times relevant hereto, Individual Defendant Meg Cook was an employee of ABCT in the position of Team Relations Ambassador within ABCT's HR/Team Relations department, and possessed actual authority to make and implement decisions regarding disability accommodation requests, conduct and oversee workplace investigations, and otherwise affect the terms and conditions of Plaintiff's employment. In her capacity as the individual assigned to investigate Ms. Engstrom's February 4, 2025 sexual harassment complaint and to administer Ms. Engstrom's ADA accommodation process, Individual Defendant Cook was the person with the most direct authority and the greatest professional responsibility to prevent, remediate, and stop the IHRA violations detailed herein — and instead used that authority to perpetuate, facilitate, and entrench them.

199. Individual Defendant Cook aided and abetted ABCT's violations of the IHRA in the following specific respects: **(a) Aiding and Abetting Sexual Harassment (775 ILCS 5/6-101(B)):** Individual Defendant Cook received actual notice of the harassment on February 5, 2025, when Ms. Harris forwarded her Plaintiff's written complaint, yet took no steps to separate Ms. Gary from Plaintiff's team, issue a no-contact order, or provide any status update**.** Individual Defendant Cook was assigned as the sole investigator of Ms. Engstrom's February 4, 2025 written sexual harassment complaint after Ms. Harris forwarded it to her on February 5, 2025 — giving her actual notice of the harassment within twenty-four hours of its report. Despite this notice, Individual Defendant Cook took no steps to separate Ms. Gary from Ms. Engstrom's team, issue a no-contact order, implement interim protective measures, or contact Ms. Engstrom to

acknowledge receipt of her complaint or provide any status update. Her first substantive contact with Ms. Engstrom did not occur until April 16, 2025 — over ten weeks after the complaint was filed — during which time the hostile work environment continued unabated and Ms. Gary's retaliatory campaign escalated daily. When Individual Defendant Cook finally engaged, she used that meeting not to provide accountability but to pressure Ms. Engstrom to characterize the confirmed sexual harassment as merely a "personal difference" — directly undermining the legitimacy of Ms. Engstrom's report and substantially facilitating the continuation of the hostile work environment. At a subsequent May 15, 2025 meeting, Individual Defendant Cook opened by describing herself as a "people pleaser" in lieu of any expression of investigative neutrality or genuine concern for Ms. Engstrom's safety, further demonstrating that her orientation throughout was toward protecting ABCT from accountability rather than protecting Ms. Engstrom from harm. By her sustained inaction and her active minimization of the harassment, Individual Defendant Cook substantially assisted and enabled ABCT's violation of 775 ILCS 5/2-102(D).

(b) Aiding and Abetting Disability Discrimination and Failure to Accommodate (775 ILCS 5/6-101(B)): Individual Defendant Cook was the ABCT representative who received and processed Ms. Engstrom's October 2024 ADA accommodation request. Rather than engaging in a good-faith interactive process, Individual Defendant Cook denied the accommodation as written — rejecting Dr. Newberry's physician-supported recommendation that Ms. Engstrom be assigned to a single primary location — and conditioned the granting of any accommodation on Ms. Engstrom's agreement to accept a secondary travel center, threatening that she would forfeit her upcoming $0.50 hourly performance raise from $18.50 to $19.00 if she refused. This financial coercion of a disabled employee in the course of an accommodation negotiation is not a good-faith interactive process; it is its antithesis. Individual Defendant Cook's conduct directly caused Ms.

Engstrom to accept an accommodation she did not believe was clinically appropriate, under duress, thereby knowingly and substantially assisting and enabling ABCT's violation of its duty to provide reasonable accommodation under 775 ILCS 5/2-102(A).

(c) Aiding and Abetting Retaliation (775 ILCS 5/6-101(B)): Individual Defendant Cook's conduct also knowingly and substantially assisted and enabled ABCT's unlawful retaliation against Ms. Engstrom for her protected activity. After Ms. Engstrom formally reported both the sexual harassment and the escalating retaliatory campaign, Individual Defendant Cook: conducted an investigation that was structurally compromised by the fact that she was simultaneously the subject of Ms. Engstrom's complaint regarding the accommodation coercion; took no remedial action in response to the retaliation reports she received through meetings, emails, and written messages to Ms. Engstrom's direct supervisors, of which she was aware by no later than May 19, 2025; proposed as a remedial measure that Ms. Engstrom be placed alone in a room with her harasser to discuss how they should interact, with no protective measures and with full knowledge of Ms. Engstrom's disability and the retaliatory dynamics already present at the center; and continued in her role as the primary HR/Team Relations contact for Ms. Engstrom's matters despite the express conflict of interest created by her own prior conduct, until Ms. Engstrom formally demanded her removal on May 23, 2025. By conducting a conflicted, inadequate investigation, proposing an unsafe remedial measure, and taking no action in response to documented retaliation of which she had direct knowledge, Individual Defendant Cook knowingly and substantially assisted and enabled ABCT's retaliatory conduct in violation of 775 ILCS 5/6-101(A), and thereby aided and abetted that violation in violation of 775 ILCS 5/6-101(B).

200. Individual Defendant Cook's aiding and abetting conduct was not inadvertent or the product of mere negligence. It was the sustained, knowing exercise of institutional authority in

a manner that consistently benefited ABCT's interest in avoiding accountability and consistently harmed Ms. Engstrom's ability to exercise her rights under the IHRA. Each of the acts and omissions described above occurred while Individual Defendant Cook was acting within the scope of her assigned HR/Team Relations duties — duties that exist precisely to protect employees from the violations she instead facilitated.

201. As a result of the acts and conduct of Individual Defendant Cook complained of herein, Plaintiff has suffered and will continue to suffer damages including, but not limited to, economic and pecuniary losses (past and future); severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

202. Individual Defendant Du aided and abetted ABCT's violations of the IHRA in the following specific respects: At all times relevant hereto, Individual Defendant Paige Du was an employee of ABCT's HR/Team Relations department who participated in the June 11, 2025 meeting addressing Plaintiff's sexual harassment and retaliation complaints. She aided and abetted ABCT's IHRA violations by telling Plaintiff during that meeting that she—as the victim—bore responsibility for proactively informing Team Relations that she did not want her harasser on her team and did not feel safe; by endorsing a written recap that mischaracterized the investigation as closed and its outcomes as agreed upon by Plaintiff, when neither was true; and by taking no independent action to correct the retaliatory environment despite her direct knowledge of it—thereby knowingly and substantially assisting ABCT's violations of 775 ILCS 5/6-101(A) (retaliation) and thereby aiding and abetting that violation in violation of 775 ILCS 5/6-101(B).

203. As a result of Individual Defendant Du's unlawful conduct, Plaintiff has suffered and continues to suffer damages, including economic and pecuniary losses (past and future), severe

emotional, psychological, and physical stress, distress, anxiety, and pain and suffering, and is entitled to all legal and equitable relief as the Court deems just and proper, including compensatory and punitive damages, attorneys' fees and costs, and such other relief as the Court may deem appropriate.

204. Individual Defendant Aman aided and abetted ABCT's violations of the IHRA in the following specific respects: At all times relevant hereto, Individual Defendant Jenna Aman (also known as Jenna Staehlin) was ABCT's Teammate Experience Ambassador, with authority to communicate investigative outcomes, administer Plaintiff's ADA accommodations, and make employment decisions affecting her, including during her FMLA leave. She aided and abetted ABCT's IHRA violations by sending Plaintiff a written recap falsely stating that the investigation had closed and that appropriate corrective action had been agreed upon; by demanding, on June 20, 2025, that Plaintiff complete unpaid paperwork while on emergency FMLA leave; and by sending Plaintiff, on July 31, 2025, a written ultimatum threatening her employment if she did not return by August 7, 2025—in violation of her designated-point-of-contact accommodation and while her designated support person, Mary Harris, was out for surgery—thereby knowingly and substantially assisting ABCT's violations of 775 ILCS 5/2-102(A) and its retaliation against Plaintiff, in violation of 775 ILCS 5/6-101(A), thereby aiding and abetting those violations in violation of 775 ILCS 5/6-101(B).

205. As a result of Individual Defendant Aman's unlawful conduct, Plaintiff has suffered and continues to suffer damages, including economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, and pain and suffering, and is entitled to all legal and equitable relief as the Court deems just and proper, including compensatory

and punitive damages, attorneys' fees and costs, and such other relief as the Court may deem appropriate.

206. Individual Defendant Cossu aided and abetted ABCT's violations of the IHRA in the following specific respects: At all times relevant hereto, Individual Defendant Allison Cossu held a position of authority within ABCT's Teammate Experience management team and was a named recipient of Plaintiff's May 23, 2025 complaint of sexual harassment, retaliation, and request for accommodation. She aided and abetted ABCT's IHRA violations by forwarding that confidential complaint to Hannah Azhang on May 27, 2025 without Plaintiff's knowledge or consent, and by remaining a point of referral for Plaintiff's complaint even after Plaintiff notified ABCT's Chief of Staff that her complaint implicated Cossu directly—thereby knowingly and substantially assisting ABCT's violation of 775 ILCS 5/6-101(A) and thereby aiding and abetting that violation in violation of 775 ILCS 5/6-101(B).

207. As a result of Individual Defendant Cossu's unlawful conduct, Plaintiff has suffered and continues to suffer damages, including economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, and pain and suffering, and is entitled to all legal and equitable relief as the Court deems just and proper, including compensatory and punitive damages, attorneys' fees and costs, and such other relief as the Court may deem appropriate.

208. Individual Defendant Gary aided and abetted ABCT's violations of the IHRA in the following specific respects: At all times relevant hereto, Individual Defendant Naydiia Gary was a Registered Behavior Technician who subjected Plaintiff to unwelcome sexual harassment and a sustained retaliatory campaign, as described above. She aided and abetted ABCT's IHRA violations by actively seeking to identify Plaintiff as the reporting party, disparaging and gossiping

about her to coworkers, and engaging in daily ostracizing and hostile conduct—all with actual knowledge of Plaintiff's protected activity. Independent of this aiding-and-abetting liability, Individual Defendant Gary is also directly liable, as the perpetrator, for the sexual harassment alleged in the Eighth Cause of Action and the retaliation alleged in the Eleventh Cause of Action, in violation of 775 ILCS 5/2-102(D) and 775 ILCS 5/6-101(A), respectively.

209. As a result of Individual Defendant Gary's unlawful conduct, Plaintiff has suffered and continues to suffer damages, including economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, and pain and suffering, and is entitled to all legal and equitable relief as the Court deems just and proper, including compensatory and punitive damages, attorneys' fees and costs, and such other relief as the Court may deem appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a judgment against Defendants, jointly and severally:

A. Declaring that Defendants engaged in unlawful employment practices prohibited by Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Family and Medical Leave Act; and the Illinois Human Rights Act;

B. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendant's unlawful conduct, and to otherwise make her whole for any losses suffered as a result of such unlawful practices;

C. Awarding Plaintiff compensatory damages for mental, emotional, and physical injury, distress, pain and suffering, and injury to her reputation in an amount to be proven at trial;

D. Awarding Plaintiff punitive damages for Defendants' willful, wanton, and reckless disregard of Plaintiff's civil rights;

E. Awarding Plaintiff liquidated damages pursuant to the FMLA, 29 U.S.C. § 2617;

F. Awarding Plaintiff attorneys' fees, costs, and expenses incurred in the prosecution of this action; and

G. Awarding Plaintiff such other and further relief as the Court may deem equitable, just, and proper to remedy Defendants' unlawful employment practices.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: November 6, 2026
New York, NY

Respectfully submitted,

FILIPPATOS PLLC

By: 

Erica T. Healey-Kagan, Esq.
Mahnoor J. Khan, Esq.
425 Madison Ave, Suite 1502
New York, New York 10017
T/F: 212-202-0234
ehealeykagan@filippatoslaw.com
mkhan@filippatoslaw.com

Attorneys for Plaintiff