

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

JOHN DOE MC- 73,

Case No.

Plaintiff,

Hon.

vs.

THE UNIVERSITY OF MICHIGAN,  
THE REGENTS OF THE UNIVERSITY  
OF MICHIGAN (official capacity only),

Jointly and Severally,

Defendants.

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**COMPLAINT AND JURY DEMAND**

NOW COMES Plaintiff, John Doe MC-73, by and through his attorneys,  
Michael A. Cox, Jackie Cook and The Mike Cox Law Firm, PLLC, as well as David

J. Shea, Ashley D. Shea and Shea Law Firm PLLC, and for his Complaint against The University of Michigan (UM) and the Regents of the University of Michigan (Regents), collectively referred to as “Defendants,” states as follows:

**I. INTRODUCTION**

1. While employed as a physician by UM from the early 1960s until 2003, Dr. Robert Anderson (Anderson) used his position to repeatedly and regularly sexually assault university students, many of whom were students and student-athletes.

2. As early as 1968, or on information and belief even much earlier, UM received complaints from male students, including self-identified gay male students, about Anderson sexually assaulting them during putative medical examinations.

3. In 1979, UM removed Anderson from his position as University Health Services (“UHS”) Director after receiving repeated complaints, including from Plaintiff John Doe MC-73, that Anderson was sexually assaulting male students during medical examinations on campus.

4. Despite UM’s promise to terminate or move Anderson from clinical duties in response to these complaints, UM instead moved Anderson to the position of full-time Athletic Department physician, and Anderson continued sexually assaulting male student athletes, many of whom were attending UM on athletic scholarships, or with grants-in-aid, or as members of various sports teams, including

among others, football, wrestling, hockey, gymnastics, baseball, swimming, and track, until he retired in 2003.

5. While a UM student, Plaintiff used UHS, also known as the Student Health Services, and the UM Hospital Medical System, for medical treatment.

6. Plaintiff – and all UM students then and now – were encouraged by the UM’s administration to use the UHS for all medical care.

7. At freshmen orientation prior to his first semester at UM, Plaintiff and all other fellow freshmen of the Class of 1981, and their parents, were made aware of and encouraged to use the UHS’ services.

8. As a student, Plaintiff paid a mandatory fee for use of the UHS, with all visits “free” if the fee was paid.

9. Then and now, UM has touted its medical services, both at the UHS and the UM Hospital, to its student as, among other things (with these words and words to the same effect), “one of the largest health care complexes in Michigan”, the site of “many groundbreaking medical and technological advancements”, “delivering the Michigan Difference through cutting-edge research and premier patient care”, and “among the best in the nation in a broad range of adult and pediatric specialties.”

10. Plaintiff relied on UM’s representations about its premier patient care, and its excellent and ethical doctors and facilities.

11. As a result of these representations, Plaintiff saw Anderson for medical care while attending the UM, and Anderson sexually assaulted and abused Plaintiff under the guise of medical treatment.

12. UM is responsible for Plaintiff's damages stemming from Anderson's sexual assaults on UM's campus, as UM placed vulnerable gay male students, like Plaintiff, and later vulnerable student athletes, in Anderson's care despite knowing he was a sexual predator.

13. This is a civil action against UM for declaratory, injunctive, equitable, and monetary relief for injuries sustained by Plaintiff as a result of the acts, conduct, and omissions of Defendants in their official capacity, and their respective employees, representatives, and agents relating to sexual assault, abuse, molestation, and nonconsensual sexual touching and harassment by Anderson against Plaintiff while a UM student.

14. Plaintiff files this case anonymously because of the extremely sensitive nature of the case as Plaintiff was a victim of sexual assault, and the suit will require disclosure of information "of the utmost intimacy"; Plaintiff is therefore entitled to protect his identity in this public filing by not disclosing his name. *Doe v. Porter*, 370 F.3d 558, 560 (CA 6, 2004), citing *Doe v. Stegall*, 653 F.2d 180, 185–86 (CA 5, 1981).

## **II. JURISDICTION AND VENUE**

15. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 as this is a civil action arising from the Constitution, laws and treaties of the United States, including but not limited to, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681, *et seq.*, and the Fourteenth Amendment of the United States Constitution pursuant to 42 U.S.C. § 1983.

16. This Court has original subject matter jurisdiction under 28 U.S.C. § 1343 as this is a civil action authorized by law brought by a person to redress the deprivation, under color of a State Law, statute, ordinance, regulation, custom or usage, of a right, privilege or immunity secured by the Constitution of the United States or by an Act of Congress providing for equal rights of citizens or of all persons within the jurisdiction of the United States, and a civil action to recover damages or to secure equitable relief under an Act of Congress providing for the protection of civil rights.

17. This Court also has supplemental jurisdiction under 28 U.S.C. § 1367(a) to hear and decide claims arising under state law that are so related to the claims within the original jurisdiction of this Court that they form part of the same case or controversy.

18. The claims are cognizable under the United States Constitution, 42 U.S.C. § 1983, 20 U.S.C. § 1681 *et seq.*, and under Michigan Law.

19. The amount in controversy exceeds the jurisdictional minimum of \$75,000.00.

20. The events giving rise to this lawsuit occurred in Washtenaw County, Michigan which sits in the Southern Division of the Eastern District of Michigan.

21. Venue is proper in the United States District Court for the Eastern District of Michigan, pursuant to 28 U.S.C. § 1391(b)(2), in that this is the judicial district in which the events giving rise to the claims occurred.

22. Plaintiff's Complaint is timely filed within the applicable statutes of limitations and under M.C.L. § 600.6431(3).

### **III. PARTIES**

23. Plaintiff is a resident of the State of Oregon.

24. UM is a public university organized and existing under the laws of the State of Michigan.

25. UM receives federal financial assistance and is therefore subject to Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681(a).

26. The Regents of the University of Michigan is a body corporate, with the right to be sued, vested with the government of the university. M.C.L. § 390.3 and 390.4.

27. Defendants are not immune from suit under the Governmental Tort Liability Act, M.C.L. § 691.1401, *et seq.*, or any other statute.

#### **IV. COMMON FACTUAL ALLEGATIONS**

28. From the early 1960s until 2003, Anderson was a physician employed by UM treating students on UM's Ann Arbor campus, during which time UM gave Anderson unfettered access to young college students, including young male students and student-athletes.

29. On or about September 1, 1966, UM appointed Anderson to the position of Clinical Instructor in Internal Medicine and Clinical Instructor in Surgery, Medical School and the Senior Physician of UHS. On information and belief, in the early 1960s, UM began employing Anderson to treat students and student-athletes.

30. It was sometime soon after beginning employment with UM that, according to Ambassador Ron Weiser, the current chair of the UM Regents, Anderson abused Ambassador Weiser while Weiser was a freshman wrestler at UM in 1962 or 1963.

31. On or about October 1, 1968, UM promoted Anderson to UHS Director, and Anderson continued as the Athletic Department's primary care physician and team physician for many of UM's athletic teams.

#### **UM was warned in 1968 by an undergraduate student that Anderson was a sexual predator.**

32. In 1968 or 1969, a gay UM student, Gary Bailey, went for an examination by Anderson, an examination that Bailey later described to the Detroit News as "very traumatic."

33. Bailey states “he (Anderson) had me drop my pants, he felt my penis and genitals, and subsequently, he (Anderson) wanted me to feel his (Anderson’s) penis and genitals.” Bailey further states, “Back then you did not question a doctor’s authority...He asked me to pull on his penis.”

34. Bailey filed a written complaint with the UM health service and filled out a form, complaining that Anderson had dropped his pants and asked him to fondle his genitals during the exam.

35. No one from UHS or any other UM agency followed up with Bailey or contacted him as part of an investigation into Bailey’s written sexual assault complaint.

36. On information and belief, UM never acted on and/or investigated Bailey’s complaint against Anderson.

**In 1969, a scholarship gymnast tried to talk to Coach Newt Loken about Anderson’s conduct, and so gave notice to the Athletic Department and UM.**

37. In 1969, former University of Oklahoma and Washington State gymnastics coach Ward Black saw Anderson for a physical examination for the first time as a freshman scholarship gymnast at UM.

38. During this 1969 physical Anderson digitally penetrated Black’s anus.

39. Afterward, Black tried to express his concern about this act to his UM gymnastics coach, Newt Loken, by stating to Coach Loken words to the effect of “what was up with Dr. A?”. In response, Coach Loken patted Black on the knee,



smiled a “wry Cheshire grin”, and changed the subject.

40. Based on that reaction, Black “knew he knew. We all knew he knew” and did not complain again.

41. At that time Coach Loken was an agent of both the Athletic Department and UM.

42. Coach Loken continued to coach the gymnastics team until 1983 and remained affiliated with the gymnastics program and Athletic Department until, at least, 2007.

**In 1973 Anderson fondles a student at the University Health Services Clinic**

43. In 1973, Anderson fondled the genitals of another undergraduate man to the point of ejaculation. The complainant reported this incident in 1994 to the predecessor of Michigan’s Department of Licensing and Regulatory Affairs (LARA).

44. On information and belief, in the ordinary course of a reported sexual assault by a regulated professional, LARA would have contacted UM as Anderson’s employer. Yet, UM continued to employ Anderson until his voluntary retirement in 2003.

**UM was warned again in 1975 by an undergraduate student athlete that Anderson was a sexual predator.**

45. UM’s head wrestling coach in 1975, Bill Johannesen, admitted that whenever one of his wrestlers went to Anderson they had to “drop their drawers”

even if the injury was to the wrestler's elbow.

46. In 1975, UM student and scholarship member of UM's wrestling team, Tad Deluca, gave notice of Anderson's sexual misconduct in a 10-page letter to Coach Johannesen, complaining, among other things, that "Something was wrong with Anderson, regardless of what you are there for, he *insists* that you 'drop your drawers and cough'" (emphasis added).

47. Neither UM, Coach Johannesen, nor any agents of UM investigated Deluca's complaints about Anderson's sexual assaults; instead Coach Johannesen took away Deluca's athletic scholarship and kicked him off the wrestling team.

48. Deluca appealed to then Athletic Director Don Canham and provided him with a copy of the letter sent to Coach Johannesen, giving Director Canham notice of the allegations against Anderson.

49. Director Canham did not investigate the sexual abuse complaints against Anderson, and instead, upheld the revocation of Deluca's athletic scholarship.

50. During this time both Coach Johannesen and AD Canham were agents of the Athletic Department and UM.

51. Deluca had to hire an attorney and appeal to UM's Board of Intercollegiate Athletics to have his scholarship reinstated.

**UM was warned again in 1976 by a track athlete that Anderson was a sexual predator.**

52. Plaintiff John Doe MC-16, who filed a similar complaint against UM in Case 2:20-cv-10622-VAR-EAS in the Eastern District on March 8, 2020, attended UM in the 1970s on a track athletic scholarship.

53. Anderson repeatedly groped John Doe MC-16's penis and testicles (and digitally penetrated his anus once) during approximately 25 visits to Anderson for a variety of illnesses and injuries.

54. After one of those visits in 1976, John Doe MC-16 approached both his head coach, Jack Harvey, and assistant coach, Ron Warhurst, and told them that Anderson was touching and groping his penis and testicles during Anderson's medical examinations.

55. Anderson had already digitally penetrated John Doe MC-16's anus at the time John Doe MC-16 told coaches Harvey and Warhurst about the genital groping, but John Doe MC-16 was too embarrassed to tell his coaches about the penetration.

56. After reporting Anderson's "odd" or "weird" conduct to Coach Harvey and Coach Warhurst, John Doe MC-16 further asked to go to another physician so he could get medical assistance for his injury(s).

57. Both Coach Harvey and Coach Warhurst laughed at John Doe MC-16's complaint and refused to send him to a different physician.

58. It was this type of indifference and acceptance and promotion of Anderson's acts by coaches that normalized Anderson's acts as required medical acts or treatment for all athletes across all teams as just part of participating in UM athletics.

59. This was even more so where the prior year Athletic Director Canham's indifference to Tad DeLuca's complaint about Anderson de facto normalized and enshrined Anderson's acts as simply "department policy" or protocol for the medical treatment of all athletes.

60. During this same period in the mid-1970s, numerous track athletes called Anderson "pants down doctor."

61. During this same period both Coach Harvey and Coach Warhurst were agents of the Athletic Department and UM

**UM was warned again in 1979 by a graduate student that Anderson was a sexual predator.**

62. According to records of the Washtenaw County Prosecutor's Office, in 1979 a then-graduate student at the UM was seen by Anderson at the UHS when Anderson "gave undue attention to my genitals and rectal area. It was very physically and socially uncomfortable...he inserted his finger into my rectum for a period that was longer than any other hernia or rectal evaluation."

63. This graduate student complained loudly to the desk clerk, and then an administrator, both of whom "dismissed" him and ordered a security guard to escort

him out of UHS, instead of investigating his allegation against Anderson.

**UM was warned again around 1979 by a UM Student Life employee and activist that Anderson was a sexual predator preying on gay students.**

64. According to the then-Vice President of Student Life at UM, Thomas “Tom” Easthope, through a statement to Detective West of the UM Division of Public Safety and Security, in 1979, a UM Student Life employee and local UM activist told Easthope that Anderson had assaulted several members of the gay community at UM.

65. Easthope, who as Vice President of Student Life had supervisory oversight of the UHS, minimized Anderson’s sexual abuse by depicting Anderson’s actions as “fooling around with boys in the exam room.”

66. Indeed, the same gay UM Student Life employee who made the report to Easthope had personal knowledge of Anderson’s abuse: when that Student Life employee was examined by Anderson during a routine physical, Anderson stuck his finger in the Student Life employee’s anus, and when the employee jumped from pain and discomfort, Anderson stated, “I thought that you would have enjoyed that!”

**UM acknowledged in 1979 that Anderson was a sexual predator.**

67. As told by Easthope to Det. West, Easthope decided to terminate Anderson but was nervous because Anderson was “big shot” at UM.

68. Easthope reported he confronted Anderson about knowing Anderson abused several people that were in the gay community and that he was “fooling

around in the exam rooms” with male students and Anderson “did not deny” Easthope’s accusations.

69. According to Easthope, Easthope told Anderson, “You gotta go.”

70. Instead of firing Anderson, Easthope alleged he decided to allow Anderson to resign to avoid an employee termination fight which would delay Anderson’s leaving his job, and presumably, the UM.

71. During this time, Easthope was an agent of UM.

72. At a minimum, neither Easthope nor his superiors or subordinates followed up to ensure that Anderson left the UM after his severance from UHS.

73. This lack of diligence occurred despite the fact that when Easthope was recently confronted about Anderson, Easthope estimated “I bet there are over 100 people that could be on that list (of young men abused by Anderson).”

74. According to UM human resource records, instead of terminating Anderson from the UM, UM only “demoted” Anderson effective January 14, 1980 and moved him to the Athletic Department to be its primary care physician.

75. Instead of termination, according to longtime UM athletic trainer Russell Miller, Athletic Director Canham, a legendary and powerful figure at the UM, “worked out a deal” to bring Anderson over to the Athletic Department.

76. Indeed, Athletic Director Canham created, for the first time, a paid “formal” position of athletic team physician to accommodate Dr. Anderson in 1980.

See, The Ann Arbor News, June 10, 1999, p. B7.

77. Dana Mills, the then Administrative Manager at the UHS, said the “V.P.’s Office” would have been responsible for Anderson’s transfer to the Athletic Department.

78. Anderson was highly regarded as a university physician, especially by leaders in the Athletic Department, including a longtime UM athletic trainer who called Anderson an “unbelievable team doctor”; another UM athletic trainer who called Anderson “very incredible”; and one longtime coach of the UM football coaching staff during the 1980s, 1990s, and 2000s who called Anderson “a tremendous asset.”

79. Indeed, UM went so far as to overtly and fraudulently conceal (with Anderson’s assent) Anderson’s predatory sexual conduct against college age gay males and intentionally conceal the reason for Anderson’s termination/demotion, by praising Anderson in the published Acknowledgement preface of Volume III of the President’s Report of THE UNIVERSITY OF MICHIGAN for 1979-1980.

80. The UM outright lied in this publication by telling the public: “The University Health Service staff wish to acknowledge the 11 years of leadership provided by Robert E. Anderson, M.D. In January of 1980, Anderson resigned as Director of the University Health Service to devote more time to his clinical field of urology/andrology and athletic medicine...his many contributions to health care are

acknowledged...The University Health Service staff wish to thank Anderson for his years of leadership and to dedicate the Annual Report to him.”

81. UM outright lied when it described Anderson’s departure as voluntary and lauded his “leadership” when UM and its executives knew that (a) Easthope terminated Anderson for his sexual assaults on male students, and (b) Anderson’s termination was changed to a written demotion in his human resources file, through the efforts of Athletic Director Canham and other “V.P.s”, so Anderson could go to the Athletic Department.

82. After UM “demoted” the “big shot” Anderson to work full-time at the Athletic Department, Anderson had access to hundreds of male scholarship athletes (as well as non-scholarship male athletes), many from middle or working class families who could not afford to attend UM without an athletic scholarship, and were trained to unquestioningly endure physical and emotional discomfort without complaining in order to compete in their sport.

83. After his demotion for sexually abusing students on campus, Anderson was held up and regarded as “the” medical authority of the athletic department, including the football team, for decades by authority figures of the UM athletic department, including its athletic director, Don Canham.

**UM’s condoning of Anderson’s assaultive conduct is further shown by trainer Paul Schmidt’s comments to a freshman football player in the 1980s.**

84. Plaintiff John Doe MC-27, who filed a similar complaint against UM



in Case 2:20-cv-10785-VAR-EAS on March 26, 2020, attended UM in the 1980s and 1990s on athletic scholarship for football.

85. During John Doe MC-27's first physical examination by Anderson, Anderson groped, fondled, and cupped John Doe MC-27's penis and testicles for an excessively long time while Anderson's face was within inches of John Doe MC-27's penis and testicles.

86. John Doe MC-27 encountered longtime UM trainer Paul Schmidt and other trainers as he (John Doe MC-27) exited this initial, inappropriate freshman football physical examination by Anderson.

87. Seeing that John Doe MC-27 was exiting his examination by Anderson, trainer Paul Schmidt laughed and told John Doe MC-27 "get used to that (Anderson's examination)."

88. The other trainers laughed as well, and it was clear to John Doe MC-27 that Schmidt and the other trainers knew what Anderson was doing in the exam room to athletes.

89. It was this type of indifference and acceptance of Anderson's acts by trainers that also normalized Anderson's acts as required medical acts or treatment for all athletes across all teams as just part of participating in UM athletics.

90. During this time Paul Schmidt and the other trainers were agents of the Athletic Department and UM.

91. Schmidt is still employed by UM and, on information and belief, is currently the Assistant Athletic Director for the Athletic Department.

**Evidence of Anderson's continued authority and influence within the Athletic Department and UM's failure to act despite repeated assaults and reports of repeated assaults.**

92. It is a sign of Anderson's continued power and influence at the UM that UM adopted mandatory student-athlete physicals only after Anderson recommended this mandate; which, of course, gave Anderson increased access to male student-athletes.

93. It is a further sign of Anderson's power and influence at the UM that Anderson travelled with the UM's vaunted football team, stayed in the football team's hotel as part of the Athletic Department's traveling party, was included in every football team end-of-year bowl VIP traveling entourage, and was a fixture on the sidelines during Michigan's nationally televised football games.

94. Archived records at the UM's Bentley Library describe Anderson's influence within the Athletic Department was such that he was able to squash a proposal to allow the athletes more latitude in choosing treatment by doctors other than Anderson.

95. Anderson remained in a position of power and authority within the Athletic Department even though written exit evaluations by graduating senior athletes routinely gave Anderson poor grades for his treatment of the student-athletes

that he was preying on.

96. Anderson treated UM athletes for every medical ailment, complaint, and injury as their UM-assigned internist. He served as their first medical point of contact no matter the injury or ailment at issue, including everything from a cold to the flu to broken bones.

97. During his employment, agency, and representations with UM, Anderson sexually assaulted, abused and molested male students and student-athletes by engaging in nonconsensual sexual touching, assault, and harassment, including but not limited to medically unnecessary genital manipulation and digital anal penetration.

98. Because UM took no action to investigate the complaints from students that began as early as 1968, or earlier, and took no corrective actions even after Easthope attempted to fire Anderson in 1979, students and student-athletes were sexually assaulted, abused and molested by Anderson through nonconsensual digital anal penetration, and nonconsensual sexual touching of genitals.

99. The students he abused did not understand (as UM did) the nature of the treatment Anderson administered, or rather that his putatively necessary medical treatment was not done to heal them but rather to satisfy Anderson's sexual desires.

100. In particular, because so many were victimized, student athletes "normalized" Anderson's abuse and accepted it as part of what they had to endure

as an athlete already under intense, grueling training and physical demands, and they did not know that they were victims of assault at the time it occurred.

101. Although uncomfortable with the treatments, the student athletes were led to believe by those in authority, including Athletic Director Canham, coaches and trainers, and Anderson, that the treatments were medically necessary or helpful.

102. On July 18, 2018, UM alumnus, Tad Deluca, sent a letter to Warde Manual, UM Athletic Director, notifying Manual—as he did Don Canham in 1975—of Anderson’s sexual assault while Deluca was a student between 1972 to 1976.

103. On information and belief, UM then requested the UM police department to open a non-public investigation, but UM did not take further action to notify former students and/or the public about the allegations and/or investigation until 19 months later.

104. As UM President Schlissel admitted on February 20, 2020, “Our (UM) police found indications that U-M staff members were aware of rumors and allegations of misconduct during Anderson’s medical exams.”

105. As stated above, at least one of the UM Board of Regents has personal knowledge that the complaints received on July 18, 2018, were and are true: Ron Weiser, chairman of the UM Board of Regents.

106. Another member of the UM Board of Regents, Regent Paul Brown, recently publicly stated that three members of his family who were student-athletes

at UM were also sexually assaulted by Anderson.

107. Nonetheless, neither the UM nor the Board of Regents took any steps to notify the public, or its alumni students, or its alumni student-athletes about Anderson's abuse until compelled to do so by the press in February 2020.

108. UM and the UM Board of Regents' 19-month delay in notifying the public and alumni about Anderson's abuse of gay male students and student-athletes is consistent with the pattern of UM's recent reactions to sexual abuse allegations: for several years, Defendants have been under intense media, public, and government scrutiny regarding their mishandling of sexual harassment and sexual assault by faculty members, including, but not limited to by Professor David Daniels; several Title IX complaints by students in recent years; and complaints of sexual misconduct and inappropriate behavior against Provost Martin Philbert.

109. At all relevant times, Anderson maintained an office at UM in Ann Arbor, Michigan.

110. At all relevant times, Defendants were acting under color of law, to wit, under color of statutes, ordinances, regulations, policies, customs, and usages of the State of Michigan and/or UM.

111. At all relevant times, including the years 1966 to 2003, Anderson was acting within the course and scope of his employment or agency with UM.

**V. PLAINTIFF'S SPECIFIC FACTUAL ALLEGATIONS**

112. Plaintiff enrolled in the UM Honors College as a freshman in 1977.

113. Plaintiff chose UM for, among other reasons, its tradition, the universal respect for its degrees, its national reputation for leadership and integrity, and his father's love of UM athletics.

114. During Plaintiff's first two years at UM he struggled with many of the challenges that college students face, but his struggles were exacerbated as he tried to come to grips with his sexuality and identity as a gay man.

115. For most of those two years, Plaintiff dated women and hid his true identity from his friends and peers, and despite his struggles, was able to become a dormitory resident advisor and work at the UM's 76 Guide crisis hotline.

116. At the same time, Plaintiff's struggles with his sexuality led to many dark emotional days before he decided to gradually come out as a gay man in his junior year.

117. This coming out led to greater clarity and drove Plaintiff to become involved in volunteer activities at the UM's Human Sexuality Office (now known as the Spectrum Center) and the gay men's hotline.

118. Through these activities at the Human Sexuality Office, Plaintiff became aware of a Monday night afterhours program sponsored by the UHS where presumably sensitized and aware medical staff with the UHS were available to

counsel and treat sexual minorities in a confidential setting.

119. Plaintiff went to one of these Monday night program sessions in the Fall of 1979, filled out paperwork, including a health history form identifying himself as gay, and was seen by Anderson who had Plaintiff's paperwork identifying Plaintiff as a gay male.

120. In the exam room Anderson told Plaintiff to drop or lower his pants (and underwear) and initially did what seemed like a sports physical on Plaintiff's penis.

121. However, after this initial sports-like physical exam, Anderson moved in closer to the standing Plaintiff, who still had his pants down.

122. Standing face-to-face with the Plaintiff, Anderson then stated: "It is a shame that you are circumcised. It feels really good when I (Anderson) am masturbating to have the foreskin (on his uncircumcised penis) rub against the head of my (Anderson) penis."

123. The stunned Plaintiff did not know how to react to Anderson's talking about masturbation but noticed that Anderson's arms/shoulders were moving up and down while Anderson's hands were in the area of Anderson's groin.

124. The Plaintiff realized that Anderson was "playing with himself" as he described his masturbatory habits to Plaintiff and Anderson's "breathing became heavy".

125. Still stunned and intimidated by this authority figure doing such an act during a confidential medical exam, Plaintiff did not move while Anderson continued. At some point Anderson stopped and turned away.

126. Anderson then proceeded to finish the rest of exam as if nothing happened.

127. Soon after this exam by Anderson, Plaintiff mentioned the assault at the after-hours clinic to a gay student he knew. This student stated, “It sounds like you saw Dr. Anderson. Everyone knows about him. He always cops a feel.”

128. Plaintiff was shocked and outraged by Anderson’s assault. Plaintiff became especially concerned and worried for other gay young men who might treat in the future with Anderson and who may be emotionally vulnerable (as Plaintiff had himself been in some months before) such that a similar act by Anderson on those individuals may lead some to suffer further emotional turmoil or self-harm.

129. This shock over Anderson’s assault and the Plaintiff’s worries about other struggling gay students led Plaintiff to report Anderson’s abuse to the UM-paid gay male advocate (“Advocate”) who served as the coordinator of UM’s Human Sexuality Office.

130. The Advocate told Plaintiff that his experience was “very similar” to a prior complaint about Anderson sexually assaulting a gay male student at UHS, but that UM ended up doing nothing because it viewed it as a “he said, he said” situation



when Anderson denied the prior assault.

131. The Advocate asked Plaintiff if he was willing to file a formal complaint with a “highly placed official at the University” to address the situation, and Plaintiff agreed.

132. Plaintiff agreed, and then as instructed by the Advocate, Plaintiff filed his formal complaint with Thomas Easthope, the Vice President of Student Life Services, who Plaintiff understood to be the supervisor of Anderson.

133. After the complaint, the Advocate accompanied Plaintiff to a scheduled meeting at Easthope’s office in UM’s Administration Building.

134. Vice President Easthope treated Plaintiff cordially and carefully and said “tell me in your own words” what happened.

135. Easthope listened to what Plaintiff had to say before telling Plaintiff and the Advocate that Easthope “was very sorry” and that he “needed to do an investigation and I will get back to you.”

136. After this first meeting, the Advocate and Plaintiff talked about how to proceed if Anderson denied the allegation.

137. Within a few days, the Advocate told Plaintiff that Easthope wanted to meet again and this second meeting was scheduled and occurred within a week or so after the first meeting.

138. At this second meeting Easthope told Plaintiff, “He (Anderson) does

not deny your allegations against him” and that Anderson had asked Easthope ”to deliver an apology from Dr. Anderson.”

139. Easthope told Plaintiff, “Dr. Anderson is troubled, sick, and needing help...he’s very sorry for any distress or upset he caused you.”

140. Easthope continued with words to the effect of, “My first thought was to fire him. But he has a family and kids”. Easthope then stated words to the effect that if Anderson was fired then both he and his family would suffer financially.

141. Easthope then offered the following proposal to resolve Plaintiff’s claim: “Would it be okay with you if Anderson is removed from his medical duties and moved to an administrative position where the University would keep him away from other students?” Easthope further offered that Anderson “would not be able to treat patients in the University setting.”

142. From the context of Easthope’s words, it was clear to Plaintiff that Easthope wanted Plaintiff to not publicly complain or seek any kind of claim against Anderson or UM if Easthope would ensure that Anderson would not be able to treat any more patients while Anderson was at UM.

143. Easthope then left the office so the Advocate and Plaintiff could talk privately about Easthope’s offer.

144. Although Plaintiff viewed Anderson and his actions as “loathsome and repulsive”, the Plaintiff had “some degree of empathy toward him.” Plaintiff viewed

Anderson as “possibly gay himself, but so damaged that he could violate his oath as a physician.”

145. Plaintiff and the Advocate agreed that they did not have any malice or ill will toward Dr. Anderson’s family, but wanted “to be absolutely certain that he would have no further access to vulnerable students.”

146. So Plaintiff verbally agreed to Easthope’s proposal, and Easthope sealed the deal when he and Plaintiff “shook hands on that (agreement).” Easthope told Plaintiff “thank you for having the guts to come forward.”

147. Plaintiff never thought to follow up on his agreement with Easthope because, in Plaintiff’s mind, Easthope was a high ranking UM official and there was no reason to distrust someone like that, especially at the UM, the university that Plaintiff has loved for decades.

## **VI. PLAINTIFF’S DAMAGES**

148. On or about February 19, 2020, news broke that several former students had come forward with stories of sexual abuse at the hands of Anderson under the guise of medical treatment while students at UM.

149. Plaintiff first received confirmation that Anderson was a serial sexual predator when Detective West of the UM Division of Public Safety and Security contacted him in March of 2020 to inquire about Plaintiff’s complaint about Anderson to Tom Easthope.

150. West told Plaintiff that West had found Plaintiff's name in UM documents regarding Dr. Anderson.

151. Following the interview, Plaintiff performed an internet search which revealed the media stories about Anderson's sexual abuse of UM's students.

152. Among the news accounts Plaintiff read Mr. Easthope's claim of "firing" Anderson and this misrepresentation of what happened is especially distressing to Plaintiff because he learned that Mr. Easthope and UM did not honor their agreement with Plaintiff.

153. The damages are evident, in part, from these thoughts and statements by Plaintiff, "I was lied to and manipulated, and others paid the price." And "In 1979, I told the University of Michigan what had been done to me at the UHS in order to spare other students the indignity, pain, and shame that I'd experienced. Now I know that I was not successful and so legal action is a way of completing the work I thought I finished 40 years ago."

154. Further, Plaintiff as a gay man, "had hoped that the world had changed, and that students would no longer find themselves victimized with the full knowledge of their university", but "I'm not convinced that things have really changed that much."

155. The damages arise from two distinct and exclusive harms: (1) the revelation that Vice President Easthope, on behalf of the UM, breached his

agreement with Plaintiff; and (2) the revelation that the UM – an integral part of Plaintiff’s life and identity for the past 40 plus years – foisted a sexual predator on Plaintiff and hundreds of other students after 1979 when Plaintiff thought he had negotiated an end to further sexually predatory acts by Anderson against male UM students.

156. Since these revelations, Plaintiff has been suffering shock, emotional distress and related physical manifestations thereof, embarrassment, loss of self-esteem, and disgrace.

157. Plaintiff has also suffered deeply, emotionally and psychologically, in ways that have manifested physically, from discovering on or after March of 2020, that his beloved alma mater knew about Anderson’s sexual assaults for decades; yet did nothing to stop Anderson despite his agreement with Easthope to the contrary.

158. Aside from these understandable injuries, other harms include: (a) feeling betrayed because UM did not honor its 1979 agreement with Plaintiff; (b) feeling betrayed because UM forced Anderson on hundreds of other male students after Easthope agreed to terminate Anderson as a practicing physician; (c) worries and anxiety that friends and family may find out that Plaintiff tried to stop Anderson but failed due to UM’s duplicity; (d) anxiety about future interactions with the UM; and (e) extreme anxiety about how these harms will manifest themselves in Plaintiff’s middle age and senior years.

159. Despite knowledge about Anderson's misconduct, UM knowingly kept him in positions where he had direct and intimate access to prey upon students and student-athletes, such as Plaintiff, from the early 1960s to 2003.

160. It has shattered Plaintiff psychologically and emotionally to learn the university he has spent his life being devoted to betrayed him and so many others by placing a sexual predator on staff where he had direct and unlimited access to young college students.

## **VII. THE PHYSICIAN-PATIENT FIDUCIARY RELATIONSHIP CREATED BY THE UM DEFENDANTS**

161. Physicians like Anderson enjoy a power imbalance over patients, such as Plaintiff, in treatment because patients present with health concerns and are expected to comply with physicians' orders, including undressing. *See Sexual Violation of Patients by Physicians: A Mixed-Methods, Exploratory Analysis of 101 Cases, Sexual Abuse 2019, Vol. 31(5) 503–523, available at <https://journals.sagepub.com/doi/10.1177/1079063217712217>.*

162. In addition to the power imbalance, patients like Plaintiff often times cannot recognize abusive acts because they do not understand or know what is or is not medically necessary *See Sexual Violation of Patients by Physicians: A Mixed-Methods, Exploratory Analysis of 101 Cases, Sexual Abuse 2019, Vol. 31(5) 503–523, available at <https://journals.sagepub.com/doi/10.1177/1079063217712217>.*

163. Among other reasons, it is this social power imbalance and the fact that “physicians possess superior knowledge by virtue of their medical training” that the American Medical Association finds the doctor-patient relationship to be a fiduciary relationship. Tanya J. Dobash, *Physician-Patient Sexual Conduct: The Battle Between The State and The Medical Profession*, 50 Wash. & Lee L. Rev. 1725 (1993). See also, <https://scholarlycommons.law.wlu.edu/wlulr/vol50/iss4/17>;

164. In the same way, both the Sixth Circuit Court of Appeals and Michigan courts recognize this fiduciary relationship between a doctor and his patient, where “the patient necessarily reposes a great deal of trust not only in the skill of the physician but in his discretion as well”. *United States v. Tatum*, 518 F.3d 369, 373 (6th Cir. 2008); *Hammonds v. Aetna Cas. & Sur. Co.*, 7 Ohio Misc. 25 (N.D. Ohio 1965); *Utica Steel, Inc. v. Amormino*, No. 309112, 2014 WL 1401939, at \*6 (Mich. App., Apr. 10, 2014).

165. As pled above, UM directed Plaintiff to treat with Anderson during the time Plaintiff was a student at UM, despite knowing he was a sexual predator of male students and student-athletes.

166. In this way, UM created a fiduciary relationship between Anderson and Plaintiff.

167. Further, in doing so, UM became a fiduciary, both directly and vicariously, of the Plaintiff for any and all acts by Anderson during Anderson's physician-patient relationship with Plaintiff.

168. And because UM forced this relationship on Plaintiff – a fiduciary relationship with Plaintiff's UM-chosen physician, Anderson – UM as a principal to its agent, Anderson, owed certain duties under fiduciary and agency law to disclose and provide Plaintiff with more, not less information, regarding the true nature of Anderson's acts done during the course of medical treatment on the Plaintiff.

### **VIII. FRAUDULENT CONCEALMENT**

169. The statute of limitations is tolled when “a person who is or may be liable for any claim fraudulently conceals the existence of the claim or the identity of any person who is liable for the claim from the knowledge of the person entitled to sue on the claim” under M.C.L. § 600.5855.

170. Both Anderson, and Defendants, through their employees, agents, and representatives, including but not limited to administrators, athletic coaches, trainers, and directors, fraudulently concealed the existence of Plaintiff's claims, both before and after Plaintiff's initial examination with Anderson, by (1) concealing from Plaintiff that the uncomfortable procedures conducted during medical examinations were in fact sexual abuse, (2) concealing from Plaintiff that UM and its employees, agents, and representatives were aware of Anderson's sexual abuse



and did nothing to stop it, (3) affirmatively telling Plaintiff that UM would address and stop Anderson from treating other students, and (4) concealing from Plaintiff that UM was aware of Anderson's abuse since at least 1968, or before, thereby concealing UM's identity from Plaintiff as a "person who is liable for the claim," as set forth in more detail below.

**A. Anderson's Fraudulent Concealment Imputed to UM**

171. Anderson made affirmative representations to Plaintiff, referred to collectively as "Anderson's representations," that:

- a. Anderson's anal penetrations and/or genital examinations were normal, necessary, proper, appropriate, legitimate, and/or medically beneficial;
- b. Anderson's anal penetrations and/or genital examinations were normal, necessary, proper, appropriate, legitimate, and/or medically beneficial;
- c. Defendants, through their administrators, employees, agents, and representatives, were aware of Anderson's treatments, that they still required Plaintiff to be subjected to it, and that they believed the treatments to be normal, necessary, proper, appropriate, legitimate, and/or medically beneficial.

172. Anderson's representations were false. The UM Public Safety Department's recent investigation involving contact with medical professionals establishes that extended genital examinations and digital anal penetrations are almost never needed for any medical treatment of any issues normally experienced by college students.

173. Anderson knew the representations were false. He conducted the sexual assault for no reason other than for his own empowerment, sexual gratification, and/or pleasure. Anderson knew the genital examination of Plaintiff was not proper, appropriate, legitimate, and/or considered within the standard of care by any physician of any specialty.

174. Anderson knew, and Plaintiff was in fact, particularly susceptible to believing Anderson's misrepresentations because:

- a. Plaintiff was a young and naïve adult;
- b. Plaintiff had little or no prior experience with legitimate and appropriately performed treatments that involve genital examinations, so it was impossible for Plaintiff to differentiate a legitimate and appropriately performed genital examination from a sexual assault;
- c. Based on Neuroscience, the prefrontal cortex of the brain, which we use to make decisions and distinguish right from wrong, is not fully formed until around the age of 25;
- d. Based on Neuroscience, as the prefrontal cortex of the brain matures, teenagers are able to make better judgments;
- e. Plaintiff trusted Anderson due to his notoriety and reputation;
- f. Plaintiff was not aware of any other students coming forward with allegations of abuse, particularly since Anderson and UM concealed any such allegations from students and the public in general; and,
- g. Plaintiff had never previously heard about allegations in the media regarding sexual assaults or misconduct by Anderson, indeed because there was none.

175. Anderson also breached a fiduciary duty to Plaintiff, as he was his patient and a student entrusted to Anderson's care, and so his failure to disclose material information to Plaintiff was fraudulent.

176. Anderson's representations caused Plaintiff's injuries related to (1) the sexual assault; (2) discovering Anderson's uncomfortable treatment was in fact sexual assault on or about March of 2020; and (3) discovering Plaintiff's beloved alma mater that he devoted his life to, in many respects, betrayed him by placing him in the care of a known sexual predator.

177. Plaintiff incorporates, by reference, the paragraphs above and below regarding damages suffered by Plaintiff as a result of UM's responsibility for Anderson's sexual assaults, UM's awareness and responsibility for Anderson's fraudulent misrepresentations about the sexual assaults, and/or UM's fraudulent misrepresentations.

178. Anderson committed Fraudulent Concealment by concealing fraud with affirmative acts designed and/or planned to prevent inquiry, so he and Defendants escape investigation.

179. At all times pertinent to this action, Anderson was an agent, apparent agent, servant, and employee of UM and operated within the scope of his employment, and his negligence is imputed to UM.

180. At all times material here, Plaintiff was free of any negligence

contributing to the injuries and damages alleged.

**B. Defendants' Fraudulent Concealment.**

181. Defendants, through their employees, agents, and representatives, including but not limited to athletic coaches, trainers, athletic directors, other athletic department representatives, and/or members of UM's administration, made affirmative representations to Plaintiff, referred to collectively as "Defendants' representations," that:

- a. Anderson was to be trusted and not questioned, and his devotion to medical care at UM was worthy of public recognition and celebration, as reflected in their subsequent statement: "The University Health Service staff wish to acknowledge the 11 years of leadership provided by Robert E. Anderson, M.D. In January of 1980, Anderson resigned as Director of the University Health Service to devote more time to his clinical field of urology/andrology and athletic medicine...his many contributions to health care are acknowledged...The University Health Service staff wish to thank Anderson for his years of leadership and to dedicate the Annual Report to him," published in the Acknowledgement preface of Volume III of the President's Report of THE UNIVERSITY OF MICHIGAN for 1979-1980;
- b. Anderson was to be trusted and not questioned as his services were worthy of recognition by UM dedicating "the Annual Report to him" even though UM and its executives knew that Easthope had allegedly terminated or transferred Anderson for his inappropriate sexual conduct toward male students;
- c. Anderson's genital examinations were normal, necessary, proper, appropriate, legitimate, and/or medically beneficial; and
- d. That Easthope and the UM administration would ensure that Anderson would not treat other UM students after the Fall of

1979, when in fact, UM had Anderson continuously treat (and abuse) male student athletes from 1980 until 2003.

182. Defendants' representations were false. The UM's Public Safety Department's recent investigation involving contact with medical professionals establishes that UM almost immediately moved Anderson from the UHS to the Athletic Department where for the next two decades Anderson continued to treat and abuse male student-athletes.

183. Defendants knew the representations were false. Defendants received several complaints since, at least, the 1960s about Anderson's sexual assaults prior to Plaintiff arriving on campus. Indeed, Defendants removed Anderson from his position as UHS Director in 1979 because of sexual assault allegations, thereby demonstrating UM's knowledge the representations were false.

184. Defendants' representations were made with the intent that Plaintiff would rely on them as UM sought to prevent Plaintiff from pursuing his valid cause of action in 1979 through the chicanery and lie that if Plaintiff did not pursue his action, the UM would ensure Anderson would not treat or hurt other students going forward from 1979.

185. Defendants concealed the fraud by affirmative acts that were designed and/or planned to prevent inquiry and escape investigation and prevent subsequent discovery of fraud, in that they:

- a. Refused to terminate Anderson and thus validated him through

continued employment as a physician with one of the world's great institutions of higher learning;

- b. Affirmatively lied in written publications about Anderson "resigning" from UHS when he was fired, and then reinstated but demoted him, for assaults on male students;
- c. Ignored, refused, and failed to inquire, question, and investigate the complaints and take action regarding Anderson's genital and anal examinations; and
- d. Did not create a policy to require adults, parents, chaperones, guardians, and/or caregivers be present during an examination of a minor student or young athlete by a physician.

186. Accordingly, Plaintiff did not know, could not have reasonably known, and was reasonably unaware of a possible cause of action for breach of contract and the other claims asserted here because he did not know that UM and Easthope had breached their agreement with Plaintiff until he read an article on or after March of 2020, regarding a complaint filed with UM's Police Department by a student abused by Anderson, at which point Plaintiff became aware he was the victim of sexual assault and that Defendants indirectly or directly caused the abuse by being aware Anderson was a sexual predator and failing to stop him from harming students.

187. Plaintiff incorporates, by reference, the paragraphs above and below regarding damages suffered by Plaintiff as a result of UM's responsibility for Anderson's sexual assaults, UM's awareness and responsibility for Anderson's fraudulent misrepresentations about the sexual assaults, and/or UM's fraudulent misrepresentations about removing Anderson from further patient care.

188. Defendants committed Fraudulent Concealment, as described in detail above and below.

**COUNT I:**  
**VIOLATION OF TITLE IX, 20 U.S.C. § 1681(A), ET SEQ.<sup>1</sup>**

189. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

190. Title IX’s statutory language states, “No person in the United States shall on the basis of sex, be ... subject to discrimination under any education program or activity receiving Federal financial assistance ...”

191. Plaintiff is a “person” under the Title IX statutory language.

192. UM receives federal financial assistance for its education program and is therefore subject to the provisions of Title IX (of the Education Act of 1972, 20 U.S.C. § 1681(a), *et seq.*

193. UM is required under Title IX to investigate allegations of sexual assault, sexual abuse, and sexual harassment.

194. The U.S. Department of Education’s Office of Civil Rights has explained that Title IX covers all programs of a school, and extends to sexual harassment and assault by employees, students and third parties.

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<sup>1</sup> Plaintiff outlines his damages, which is needed for many of the following counts, in general allegations at the end of the counts section below, and those general damage allegations are incorporated by reference into all applicable counts to avoid excessive redundancy and for ease of reading by the Court.

195. Anderson's actions and conduct were carried out under one of UM programs, which provides medical treatment to students, athletes, and the public.

196. Anderson's conduct and actions toward Plaintiff, that being nonconsensual sexual assault, constitutes sex discrimination under Title IX.

197. As early as 1968, and perhaps as early as 1962, an "appropriate person" at UM had actual knowledge of the sexual assault, abuse, and molestation of young men committed by Anderson.

198. Specifically, Defendants were notified about Anderson's sexual abuse and molestation by young male students, perhaps, as early as the 1962 or 1963, and certainly in or around 1968, 1969, 1975, 1976, 1979, and, on information and belief, on many other occasions before and after 1980.

199. Defendants failed to carry out their duties to investigate and take corrective action under Title IX following the complaints of sexual assault, abuse, and molestation in or around 1968.

200. After the 1968, 1969, 1975, 1976, and 1979 complaints, Anderson continued to sexually assault, abuse, and molest young male students, including but not limited to Plaintiff, and later exclusively male athletes,.

201. Defendants acted with deliberate indifference to known acts of sexual assault, abuse, and molestation on its premises by:

- a. Failing to investigate and address other victim's allegations as required by Title IX;



- b. Failing to adequately investigate and address the complaints regarding Anderson's conduct;
- c. Failing to institute corrective measures to prevent Anderson from violating and sexually abusing other students and individuals, including minors; and
- d. Failing to honor its agreement with Plaintiff to remove Anderson from clinical duties.

202. Defendants acted with deliberate indifference as their lack of response to the allegations of sexual assault, abuse, and molestation was clearly unreasonable in light of the known circumstances.

203. Defendants' responses were clearly unreasonable as Anderson continued to sexually assault athletes and other individuals until he retired from UM in 2003.

204. Between the dates of approximately the early 1960s-2003, and perhaps earlier, Defendants acted in a deliberate, grossly negligent, and/or reckless manner when they failed to reasonably respond to Anderson's sexual assaults and sex-based harassment of young male students, and later young male student athletes, on and off school premises.

205. Defendants' failure to promptly and appropriately investigate and remedy and respond to the sexual assaults after they received notice subjected Plaintiff to further harassment and a sexually hostile environment, effectively denying his access to educational opportunities at UM, including medical care.

**COUNT II:**  
**VIOLATION OF CIVIL RIGHTS UNDER 42 U.S.C. § 1983 – STATE**  
**CREATED DANGER**

206. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

207. The due process clause of the 14<sup>th</sup> Amendment provides that the state may not deprive a person of life, liberty or property without due process of law.

208. Defendants deliberately exposed Plaintiff to a dangerous sexual predator, Anderson, knowing Anderson could and would cause serious damage by sexually assaulting male students on campus.

209. This conduct was culpable in the extreme.

210. Plaintiff was a foreseeable victim of Defendants' decision to make Anderson the physician in charge of the UHS.

211. Plaintiff's sexual assault was foreseeable and direct.

212. The decisions and actions to deprive Plaintiff of a safe campus constituted affirmative acts that caused and/or increased the risk of harm, as well as physical and emotional injury, to Plaintiff.

213. Defendants acted in willful disregard for the safety of Plaintiff.

214. Defendants have a fiduciary duty to protect students, like Plaintiff, from harm; and Defendants breached that duty by allowing Plaintiff's sexual assault by placing students and student-athletes in the care of a known sexual predator.

215. At all relevant times, Defendants and Anderson (as Defendants' agent) were acting under color of law, to wit, under color of statutes, ordinances, regulations, policies, customs, and usages of the State of Michigan and/or Defendants.

**COUNT III:**  
**VIOLATION OF CIVIL RIGHTS UNDER 42 U.S.C. § 1983 – RIGHT TO**  
**BODILY INTEGRITY**

216. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

217. The due process clause of the 14<sup>th</sup> Amendment includes an implied right to bodily integrity.

218. Plaintiff enjoys the constitutionally protected Due Process right to be free from the invasion of bodily integrity through sexual assault, abuse, or molestation.

219. At all relevant times, Defendants UM, UM Regents, and Anderson were acting under color of law, to wit, under color of statutes, ordinances, regulations, policies, customs, and usages of the State of Michigan and/or Defendants.

220. The acts as alleged above amount to a violation of these clearly established constitutionally protected rights, of which reasonable persons in Defendants' positions should have known.

221. As a matter of custom, policy, and/or practice, Defendants had and have

the ultimate responsibility and authority to investigate complaints against their employees, agents, and representatives from all individuals including, but not limited to students, visitors, faculty, staff, or other employees, agents, and/or representatives, and failed to do so with deliberate indifference.

222. Defendants had a duty to prevent sexual assault, abuse, and molestation on their campus and premises, that duty arising under the above-referenced constitutional rights, as well as established rights pursuant to Title IX.

223. Defendants' failure to address these patients' complaints led to an unknown number of individuals (aside from Plaintiff) being victimized, sexually assaulted, abused, and molested by Anderson.

224. Additionally, Defendants' failure to properly address the 1968, 1975, 1979, and other complaints regarding Anderson's sexually assaultive conduct also led to others being victimized, sexually assaulted, abused and molested by Anderson. Indeed, all that UM needed to do was fire Anderson in 1979 or earlier.

225. Ultimately, Defendants failed to adequately and properly investigate the complaints of Plaintiff or other similarly situated individuals including but not limited to failing to:

- a. Not foist Anderson on the population of unsuspecting gay and heterosexual males who sought treatment at the UHS;
- b. Perform a thorough investigation into improper conduct by Anderson after receiving complaints; and
- c. Thoroughly review and investigate all policies, practices,

procedures and training materials related to the circumstances surrounding the conduct of Anderson.

226. By failing to prevent the aforementioned sexual assault, abuse, and molestation upon Plaintiff, and by failing to appropriately respond to reports of Anderson's sexual assault, abuse, and molestation in a manner that was so clearly unreasonable it amounted to deliberate indifference, Defendants are liable to Plaintiff pursuant to 42 U.S.C. § 1983.

227. Defendants are also liable to Plaintiff under 42 U.S.C. § 1983 for maintaining customs, policies, and practices which deprived Plaintiff of rights secured by the Fourteenth Amendment to the United States Constitution in violation of 42 U.S.C. § 1983.

228. Defendants tolerated, authorized and/or permitted a custom, policy, practice or procedure of insufficient supervision and failed to adequately screen, counsel, or discipline Anderson, with the result that Anderson was allowed to violate the rights of persons such as Plaintiff with impunity.

**COUNT IV:**  
**FAILURE TO TRAIN AND SUPERVISE UNDER 42 U.S.C. § 1983**

229. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

230. Defendants have the ultimate responsibility and authority to train and supervise their employees, agents, and/or representatives including Anderson and all faculty and staff regarding their duties toward students, faculty, staff and visitors.

231. Defendants failed to train and supervise their employees, agents, and/or representatives including all faculty and staff, regarding the following duties:

- a. Perceive, report, and stop inappropriate sexual conduct on campus;
- b. Provide diligent supervision over students and student-athletes, including Anderson;
- c. Report suspected incidents of sexual abuse or sexual assault;
- d. Ensure the safety of all students, faculty, staff, and visitors to UM's campuses premises;
- e. Provide a safe environment for all students, faculty, staff, and visitors to UM's premises free from sexual harassment; and,
- f. Properly train faculty and staff to be aware of their individual responsibility for creating and maintaining a safe environment.
- g. The above list of duties is not exhaustive.

232. Defendants failed to adequately train coaches, trainers, medical staff, administrators, and others regarding the aforementioned duties which led to violations of Plaintiff's rights.

233. Defendants' failure to adequately train was the result of Defendants' deliberate indifference toward the well-being of students and student-athletes.

234. Defendants' failure to adequately train is closely related to or actually caused Plaintiff's injuries.

235. As a result, Defendants deprived Plaintiff of rights secured by the Fourteenth Amendment to the United States Constitution in violation of 42 U.S.C. § 1983.

**COUNT V:**  
**COMMON LAW BREACH OF CONTRACT**

236. Plaintiff realleges and incorporates by reference the allegations contained in previous and subsequent paragraphs.

237. Plaintiff and Thomas Easthope, an agent of the UM, and UM had a contract that if Plaintiff did not publicly complain about Anderson's Fall of 1979 sexual assault, or pursue any legal or other claims, then Easthope and the UM would ensure that Anderson would not have further clinical access to treat UM students.

238. UM breached this contract by moving Anderson to the Athletic Department as a full-time internist and primary care physician where Anderson treated and abused hundreds of varsity male athletes who competed each year for UM.

239. Plaintiff is damaged by this breach because he (a) lost his ability to pursue damages in 1979 for Anderson's assault and (b) is traumatized because his reliance on UM honoring its contract – which was almost immediately breached – led to the sexual assault of hundreds of male athletes between 1980 and 2003.

**COUNT VI:**  
**PROMISSORY ESTOPPEL**

240. Plaintiff realleges and incorporates by reference the allegations contained in previous and subsequent paragraphs.

241. Thomas Easthope, an agent of the UM, and UM effectively promised

(although not using those words) Plaintiff that if he did not publicly report Anderson's Fall of 1979 sexual assault, or pursue any legal or other claims, then Easthope and the UM would ensure that Anderson would not have further clinical access to treat UM students.

242. Defendants' promise was clear, definite, and unequivocal and was specifically made to induce Plaintiff to forego his legitimate legal claims against Anderson and Defendants.

243. In reliance upon the afore-referenced representations, and to his substantial detriment, Plaintiff did not pursue his legitimate claims against Anderson and Defendants.

244. At the time of making the promise and inducing Plaintiff to forego his legal claims, Defendants could reasonably foresee that its failure to perform pursuant to its promise would cause the damages Plaintiff has suffered.

245. Defendants failed to perform the promise and concealed the fact from Plaintiff, thereby causing him to forego his legal claims and suffer substantial damages without recompense.

**COUNT VII:**  
**VIOLATION OF THE ELLIOTT-LARSEN ACT, M.C.L. § 37.2101 ET SEQ.**  
**(SEX DISCRIMINATION)**

246. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.



247. UM is a place of public accommodation, a public service, and an educational institution as defined in Michigan's Elliott-Larsen Civil Rights Act, M.C.L. § 37.2101 *et seq.* (ELCRA).

248. Anderson was a "person" as that term is defined in the ELCRA and was an agent of UM.

249. Plaintiff's sex was at least one substantial factor motivating Anderson to select Plaintiff as a victim of his sexual assault.

250. Had Plaintiff been a female, he would not have been targeted as a victim by Anderson.

251. By giving Anderson access to Plaintiff, as his treating physician on UM's campus, Defendants, through agents, representatives, and employees, including Anderson were predisposed to discriminate based on Plaintiff's sex and acted in accordance with that predisposition.

252. By giving Anderson access to Plaintiff, as his treating physician on UM's campus, Defendants, through agents, representatives, and employees, including Anderson, treated Plaintiff differently from similarly situated female students who UM did not give Anderson access to in the same way as it freely gave Anderson access to Plaintiff and hundreds of other male students, based on unlawful consideration of sex.

253. Defendants violated the ELCRA and deprived Plaintiff of his civil

rights by, among other things, subjecting Plaintiff, because of his sex, to conduct of a physical and sexual nature that had the purpose or effect of denying Plaintiff the full benefit of the educational program of UM and full and equal access to the use and privileges of public accommodations, public service, and educational opportunity.

**COUNT VIII:**  
**VIOLATION OF ARTICLE 1, § 17 SUBSTANTIVE DUE PROCESS –**  
**BODILY INTEGRITY**

254. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

255. The Due Process Clause of the Michigan Constitution provides, in pertinent part, that “[n]o person shall . . . be deprived of life, liberty or property, without due process of law. . . .” Const 1963, art 1, § 17.

256. The due process guarantee of the Michigan Constitution is coextensive with its federal counterpart. The doctrine of substantive due process protects unenumerated fundamental rights and liberties under the Due Process Clause of the Fourteenth Amendment and Const 1963, art 1, § 17.

257. The substantive component of due process encompasses, among other things, an individual’s right to bodily integrity free from unjustifiable government interference.

258. In a long line of cases, courts have held that, in addition to the specific

freedoms protected by the Bill of Rights, the “liberty” specially protected by the Due Process Clause includes the right to bodily integrity.

259. The right to be free of state-occasioned damage to a person’s bodily integrity is protected by the fourteenth amendment guarantee of due process and Const 1963, art 1, § 17.

260. The violation of the right to bodily integrity involves an egregious, nonconsensual entry into the body which was an exercise of power without any legitimate governmental objective.

261. The United States Supreme Court and the Michigan appellate courts have recognized that no right is held more sacred, or is more carefully guarded, than the right of every individual to the possession and control of his own person, free from all restraint or interference of others, unless by clear and unquestionable authority of law.

262. The violation of the right to bodily integrity must be so egregious, so outrageous, that it may fairly be said to shock the contemporary conscience.

263. Defendants’ official policies, customs and practices violated include:
- a. Failing to supervise, train and educate Anderson, Anderson’s managers and/or Anderson’s patients or their parents so that in the absence of this supervision, training and education Anderson’s unlawful activities could be carried out;
  - b. Actively concealing Anderson’s abhorrent behavior; and
  - c. Purposefully placing Anderson in the position as a UHS

Department physician, despite knowing he sexually preyed on male students under the guise of medical treatment, further enabling Anderson to have unfettered sexual access to more students.

264. Defendants' policies, customs and practices of permitting, condoning and reassigning Anderson, which enabled him to gain unfettered sexual access to students, exposed students to unspeakable invasions of their bodily integrity which were so egregious and outrageous that it shocks the conscience.

265. The decisions which resulted in Defendants' violating Plaintiff's constitutional rights as alleged in this Complaint were made by high level officials of Defendants.

**COUNT IX:**  
**VIOLATION OF ARTICLE 1, § 17 SUBSTANTIVE DUE PROCESS –**  
**STATE CREATED DANGER**

266. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

267. Plaintiff enjoyed a substantive due process right under the Michigan Constitution to avoid the risk of harm or danger created or increased by an affirmative act of the state.

268. This right is violated when the state (1) engaged in an affirmative act which either created or increased the risk that a plaintiff would be exposed to an act of violence by a third party; (2) placed a plaintiff in a special danger, as distinguished from a risk that affects the public at large; and, (3) knew or should have known that

its actions specifically endangered Plaintiff.

269. The state's (UM's) affirmative acts consisted of (1) permitting, condoning and reassigning Anderson so that he could have sexual access to male students and student-athletes under the guise of medical treatment and then (2) concealing its knowledge that Anderson, by virtue of state policy, practice or custom was permitted to carry out his unlawful and abhorrent behavior.

270. These affirmative acts created or increased the risk that Plaintiff would be exposed to an act of violence or sexual assault by Anderson.

271. Defendants' conduct created a special danger to Plaintiff and others like him because the state's (UM's) actions specifically put this discrete group – male students and student-athletes, most of whom cannot complain about “medical treatment” or risk being kicked out of school or off the team – at increased risk in that the state knew that Anderson was taking advantage of the sacred patient-physician relationship in order to carry out his violence against Plaintiff and other members of the same discrete group.

272. Defendants knew or should have known that its affirmative acts specifically endangered Plaintiff.

273. Defendants established official policies, customs and practices, which permitted, condoned and actually promoted Anderson's access to male students and student-athlete victims so that he could both excessively grope and manipulate their

genitals, while they sought medical treatment from him.

274. The decisions resulting in Defendants' violation of Plaintiff's constitutional rights as alleged in this Complaint were made by high level officials of Defendants.

275. Defendants' official policies, customs and practices violated Plaintiff's rights, and included, among other things, each of the below acts, which each independently violated Plaintiff's rights:

- a. Failing to supervise, train and educate Anderson, Anderson's managers or Anderson's patients or their parents (in the case of victims who were minors at the time of the assaults) so that in the absence of this supervision, training and education Anderson's unlawful activities could be carried out;
- b. Actively concealing Anderson's abhorrent behavior;
- c. Purposefully placing Anderson in the position as UHS Department physician, despite knowing he sexually preyed on students under the guise of medical treatment, further enabling Anderson to have unfettered sexual access to more students; and
- d. Not terminating Anderson.

276. Defendants' policies, customs and practices of permitting, condoning and reassigning Anderson, which enabled him to gain unfettered sexual access to students, exposed them to unspeakable invasions of their bodily integrity which were so egregious and outrageous that it shocks the conscience.

**COUNT X:**  
**GROSS NEGLIGENCE**

277. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

278. Defendants owed Plaintiff a duty to use due care to ensure his safety and freedom from sexual assault, abuse, and molestation while interacting with their employees, representatives, and/or agents, including Anderson.

279. Anderson owed Plaintiff a duty of due care in carrying out medical treatment as an employee, agent, and/or representative of Defendants.

280. By seeking medical treatment from Anderson during his employment, agency, and/or representation of Defendants, a special, confidential, and fiduciary relationship between Plaintiff and Anderson was created, resulting in Anderson owing Plaintiff a duty to use due care.

281. Defendants' failure to adequately supervise Anderson, especially after UM knew or should have known of complaints regarding his nonconsensual sexual touching and sexual penetrations during genital and anal examinations, was so reckless as to demonstrate a substantial lack of concern for whether an injury would result to Plaintiff.

282. Anderson's conduct in sexually assaulting, abusing, and molesting Plaintiff in the course of his employment, agency, and/or representation of Defendants and under the guise of rendering medical treatment was so reckless as to

demonstrate a substantial lack of concern for whether an injury would result to Plaintiff.

283. Defendants' conduct demonstrated a willful disregard for precautions to ensure Plaintiff's safety.

284. Defendants' conduct as described above, demonstrated a willful disregard for substantial risks to Plaintiff.

285. Defendants breached duties owed to Plaintiff and were grossly negligent when they conducted themselves by the actions described above, said acts having been committed with reckless disregard for Plaintiff's health, safety, Constitutional and/or statutory rights, and with a substantial lack of concern as to whether an injury would result.

**COUNT XI:**  
**NEGLIGENCE**

286. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

287. Defendants owed Plaintiff a duty of ordinary care to ensure his safety and freedom from sexual assault, abuse, and molestation while interacting with their employees, representatives and/or agents.

288. By seeking medical treatment from Anderson in his capacity as an employee, agent, and/or representative of Defendants, a special, confidential, and fiduciary relationship between Plaintiff and Anderson was created, resulting in



Anderson owing Plaintiff a duty to use ordinary care.

289. Anderson owed Plaintiff a duty of ordinary care.

290. Defendants' failure to adequately train and supervise Anderson breached the duty of ordinary care.

291. Defendants had notice through its own employees, agents, and/or representatives as early as the early 1960s, 1968, 1969, and again in 1975, 1976, and 1979, of complaints of a sexual nature related to Anderson's predatory and criminal sexual genital and anal examinations of young male students.

292. Defendants should have known of the foreseeability of Defendants' sexual abuse of male UM students from the early 1960s onward.

293. Defendants' failure to properly investigate, address, and remedy complaints regarding Anderson's conduct was a breach of ordinary care.

294. Anderson's conduct in sexually assaulting, abusing, and molesting Plaintiff during his employment, agency, and/or representation of Defendants was a breach of the duty to use ordinary care.

**COUNT XII:**  
**VICARIOUS LIABILITY**

295. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

296. Vicarious liability is indirect responsibility imposed by operation of law where an employer is bound to keep its employees within their proper bounds

and is responsible if it fails to do so.

297. Vicarious liability essentially creates agency between the principal and its agent so that the principal is held to have done what the agent has done.

298. Defendants employed and/or held Anderson out to be their agent and/or representative from approximately the early 1960s through 2003.

299. Defendants had the right to supervise Anderson's medical exams, indeed had a duty to supervise Anderson.

300. Defendants had an obvious and direct financial interest in allowing Anderson to continue rendering medical care for the UHS and Athletic Departments as Defendants financially gain from the operations of its UHS and Athletic Departments.

301. Defendants are vicariously liable for the actions of Anderson as described above that were performed during his employment, representation, and/or agency with Defendants and while he had unfettered access to young students on UM's campus.

**COUNT XIII:**  
**EXPRESS/IMPLIED AGENCY**

302. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

303. An agent is a person who is authorized by another to act on its behalf.

304. Defendants intentionally or negligently made representations that

Anderson was their employee, agent, and/or representative.

305. Based on those representations, Plaintiff reasonably believed that Anderson was acting as an employee, agent, and/or representative of Defendants.

306. Defendants did have the right to control the conduct of Anderson.

307. Anderson had the right and authority to represent or bind Defendants.

308. Plaintiff was injured as a result of Anderson's predatory sexual assault, abuse, and molestation as described above, acts that were performed during the course of his employment, agency, and/or representation with Defendants and while he had unfettered access to young male students and student-athletes.

309. Plaintiff was injured because he relied on Defendants to provide employees, agents, and or representatives who would exercise reasonable skill and care.

**COUNT XIV:**  
**NEGLIGENT SUPERVISION**

310. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

311. Defendants had a duty to provide reasonable supervision of their employee, agent and/or representative, Anderson, during employment, agency or representation with Defendants and while he interacted with young male students including Plaintiff.

312. It was reasonably foreseeable given UM's knowledge that Anderson

was a sexual predator of young college male students before UM first fired, then reinstated, and then demoted Anderson in 1980.<sup>2</sup>

313. Defendants by and through their employees, agents, managers and/or assigns, knew or reasonably should have known of Anderson's conduct and/or that Anderson was an unfit employee, agent, and/or representative because of his sexual interest in male students.

314. Defendants breached their duty to provide reasonable supervision of Anderson, and permitted Anderson, who was in a position of trust and authority, to commit the acts against Plaintiff.

315. The sexual abuse occurred while Plaintiff and Anderson were on the premises of UM, and while Anderson was acting in the course of his employment, agency, and/or representation of Defendants.

316. Defendants tolerated, authorized and/or permitted a custom, policy, practice or procedure of insufficient supervision and failed to adequately screen, counsel, or discipline such individuals, with the result that Anderson was allowed to violate the rights of persons such as Plaintiff with impunity.

**COUNT XV:**  
**NEGLIGENT FAILURE TO WARN OR PROTECT**

317. Plaintiff realleges and incorporates by reference the allegations

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<sup>2</sup> The firing occurred in 1979 but was intended to be effective in 1980.

contained in the previous and subsequent paragraphs.

318. Defendants knew or should have known that Anderson posed a risk of harm to Plaintiff or those in Plaintiff's situation.

319. As early as the early 1960s, and no later than 1968, Defendants had direct and/or constructive knowledge as to the dangerous conduct of Anderson and failed to act reasonably and responsibly in response.

320. Defendants knew or should have known Anderson committed sexual assault, abuse, and molestation and/or was continuing to engage in such conduct.

321. Defendants had a duty to warn or protect Plaintiff and others in Plaintiff's situation against the risk of injury by Anderson.

322. The duty to disclose this information arose by the special, trusting, confidential, and fiduciary relationship between Anderson as an employee, agent, and or representative of Defendants and Plaintiff.

323. Defendants breached said duty by failing to warn Plaintiff and/or by failing to take reasonable steps to protect Plaintiff from Anderson.

324. In addition to affirmatively requiring Plaintiff to be treated, and thus subject to inappropriate genital manipulations, where UM was aware of Anderson's prior sexual assaults, Defendants breached its duties to protect Plaintiff by failing to:

- a. Respond to allegations of sexual assault, abuse, and molestation;
- b. Act on evidence of sexual assault, abuse, and molestation; and,
- c. Investigate, adjudicate, and terminate Anderson's employment with

UM prior to his treatment of Plaintiff.

325. Defendants failed to adequately screen, counsel and/or discipline Anderson for physical and/or mental conditions that might have rendered him unfit to discharge the duties and responsibilities of a physician at an educational institution, resulting in violations of Plaintiff's rights.

326. Defendants willfully refused to notify, give adequate warning, and implement appropriate safeguards to protect Plaintiff from Anderson's conduct.

**COUNT XVI:**  
**NEGLIGENT FAILURE TO TRAIN OR EDUCATE**

327. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

328. Defendants breached their duty to take reasonable protective measures to protect Plaintiff and other young adults from the risk of sexual assault by Anderson, such as the failure to properly train or educate Plaintiff and other individuals (including minors) about how to avoid such a risk.

329. Defendants failed to, among other things, implement reasonable safeguards to:

- a. Prevent acts of sexual assault;
- b. Avoid placing Anderson in positions where he would be in unsupervised contact and interaction with Plaintiff and other young students and student-athletes;
- c. Educate students such as Plaintiff on reporting and/or preventing unwanted touching and penetrations from authority figures,

especially given UM's knowledge it was putting a predator such as Anderson in contact with young male students and student-athletes; and

- d. Training or educating administrators, managers, coaches and trainers to be aware of improper touching, especially given UM's knowledge it was putting a predator such as Anderson in contact with young male students and student-athletes.

**COUNT XVII:**  
**NEGLIGENT RETENTION**

330. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

331. Defendants had a duty when credentialing, hiring, retaining, screening, checking, regulating, monitoring, and supervising employees, agents and/or representatives to exercise due care, but they failed to do so.

332. Defendants were negligent in the retention of Anderson as an employee, agent, and/or representative in their failure to adequately investigate, report and address complaints about his conduct of which they knew or should have known.

333. If Defendants had not retained Anderson, and instead fired him, Plaintiff's injuries would not have occurred.

334. Defendants were negligent in the retention of Anderson as an employee, agent, and/or representative when after they discovered, or reasonably should have discovered, Anderson's conduct which reflected a propensity for sexual misconduct.

335. Defendants' failure to act in accordance with the standard of care resulted in Anderson gaining access to and sexually abusing and/or sexually

assaulting Plaintiff and an unknown number of other individuals.

336. The negligence in the credentialing, hiring, retaining, screening, checking, regulating, monitoring, and supervising of Anderson created a foreseeable risk of harm to Plaintiff as well as other young adults.

**COUNT XVIII:**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

337. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

338. Defendants allowed Anderson to be in a position where he could sexually assault, abuse, and molest minors and young adults. Defendants' actions were extreme and outrageous.

339. A reasonable person would not expect Defendants to tolerate or permit their employee or agent to carry out sexual assault, abuse, or molestation after they knew of complaints and claims of sexual assault and abuse occurring during Anderson's genital examinations.

340. Defendants held Anderson in high esteem and acclaim which in turn encouraged Plaintiff and others to respect and trust Anderson and to not question his methods or motives.

341. A reasonable person would not expect Defendants to be incapable of supervising Anderson and/or preventing Anderson from committing acts of sexual assault, abuse, and molestation.



342. Defendants' intentional and/or reckless conduct as described above caused Plaintiff severe emotional distress.

**COUNT XIX:**  
**NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

343. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

344. By allowing Anderson to be in a position where he could sexually assault, abuse, and molest minors and young adults, Defendants were negligent.

345. Defendants' negligence proximately caused Plaintiff to be sexually assaulted by Anderson.

346. Plaintiff has suffered severe damages related to the sexual assault as well as from discovering he was a victim of sexual assault caused by the actions of his beloved alma mater.

347. Events caused by Defendants, Anderson's sexual assault of Plaintiff, naturally and probably resulted in emotional distress.

348. Events caused by Defendants, Anderson's sexual assault of Plaintiff, did in fact result in emotional distress.

**COUNT XX:**  
**FRAUD AND MISREPRESENTATION**

349. Plaintiff realleges and incorporates by reference the allegations contained in the previous and subsequent paragraphs.

350. From approximately the early 1960s through 2003, Defendants

represented to Plaintiff and the public that Anderson was a competent and safe physician.

351. By representing that Anderson was a UHS physician at UM, Defendants represented to Plaintiff and the public that Anderson was safe, trustworthy, of high moral and ethical repute, and that Plaintiff and the public need not worry about being harmed by Anderson.

352. The representations were false when they were made as Anderson had and was continuing to sexually assault, abuse, and molest Plaintiff and an unknown number of other individuals.

353. Although UM was informed of Anderson's conduct they failed to investigate, remedy, or in any way address the patients' complaints.

354. Defendants continued to hold Anderson out as a competent and safe physician.

355. Defendants made such misrepresentations intending Plaintiff and others similarly situated to rely on them.

356. Plaintiff relied on the assertions of Defendants and sought treatment from Anderson in the wake of concerns and dangers known only to Defendants.

357. Plaintiff was subjected to sexual assault, abuse, and molestation as a result of Defendants' fraudulent misrepresentations regarding Anderson.

**DAMAGES FOR ALL CAUSES OF ACTION, COUNTS I-XX**

358. As a direct and/or proximate result of Defendants' conduct, Plaintiff suffered and suffers discomfort, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, and such other injuries and physical manifestations as may appear during the course of discovery and trial in this matter.

359. These irreparable harms Plaintiff suffers, and will continue suffering, are proven damages typically suffered by young men when sexually assaulted by another man who is a trusted person and/or medical provider.

360. Symptoms of male sexual abuse on male adults can last for decades and affect their lives in many ways from causing sexual dysfunction and the inability to engage in close relationships with others to confusion about sexual identity, embarrassment and depression. See *Male Victims of Male Sexual Assault: A Review of Psychological Consequences and Treatment* (Sexual and Relationship Therapy, August 2001); *Effects of Sexual Assaults on Men: Physical, Mental and Sexual Consequences* (International Journal of Men's Health, Vol. 6, No. 1, Spring 2007, pp. 22-35).

361. Psychological damage from sexual abuse is especially harmful when the perpetrator is known and trusted by the victim. See *Integration of Sexual Trauma in a Religious Narrative: Transformation, Resolution and Growth among*

*Contemplative Nuns* (Transcult Psychiatry, Feb 2013 – 50 (1): 21-46); *Victim Impact: How Victims are Affected by Sexual Assault and How Law Enforcement Can Respond* (EVAW's OnLine Training Institute, May 2019, p. 34).

362. When sexual abuse is perpetrated by a medical provider, patients often lack the ability to comprehend the abuse due to the provider's position of access, trust and authority and commonly suffer from emotional distress, humiliation, and the inability to trust medical care providers or the medical care professional generally. See *Above All, Do No Harm: Abuse of Power by Health Care Professionals*, by Kathleen S. Lundgren, Wanda S. Needleman, Janet W. Wohlberg (2004), available at <https://www.therapyabuse.org/p2-abuse-of-power.htm>.

363. In whole or in part, as a result of some or all of the above actions and/or inactions of Defendants, Plaintiff has and continues to suffer irreparable harm as a result of the violations.

**WHEREFORE**, Plaintiff requests this Court and the finder of fact to enter a Judgment in Plaintiff's favor against Defendants on all counts and claims above in an amount consistent with the proofs of trial, and seeks an award against Defendants for all appropriate damages arising out of law, equity, and fact for each or all of the above counts where applicable, including but not limited to:

- a. Compensatory damages in an amount to be determined as fair and just under the circumstances, by the trier of fact including,

but not limited to medical expenses, loss of earnings, mental anguish, anxiety, humiliation, and embarrassment, violation of Plaintiff's Constitutional, Federal, and State rights, loss of social pleasure and enjoyment, and other damages to be proved;

- b. Punitive and/or exemplary damages in an amount to be determined as reasonable or just the trier of fact;
- c. Reasonable attorney fees, interest, and costs; and,
- d. Other declaratory, equitable, and/or injunctive relief, including, but not limited to implementation of institutional reform and measures of accountability to ensure the safety and protection of young students and student-athletes and other individuals, as appears to be reasonable and just.

Respectfully submitted,

**The Mike Cox Law Firm, PLLC**

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Dated: June 25, 2020

Respectfully submitted,

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Dated: June 25, 2020

**JURY DEMAND**

Plaintiff, by and through his attorneys, Michael A. Cox, Jackie Cook and The Mike Cox Law Firm, PLLC, as well as David J. Shea, Ashley D. Shea, and Shea Law Firm PLLC, hereby demand a trial by jury on all claims set forth above.

Respectfully submitted,

**The Mike Cox Law Firm, PLLC**

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Dated: June 25, 2020

Respectfully submitted,

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