

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL ELK,

Plaintiff,

vs.

ZACK LIGHTNING TANNER,  
PITTSBURGH NEWSGUILD,  
NEWSGUILD CWA, JON SCHLEUSS,  
FATIMA HUSSEIN, and STEVE COOK

Defendants.

CIVIL DIVISION

**ELECTRONICALLY FILED**

Case No.: GD-21-007428

Pleading type:

**THIRD AMENDED COMPLAINT IN  
CIVIL ACTION**

Filed on Behalf of Plaintiff:  
Mike Elk

Counsel of Record for this Party:

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL ELK,

CIVIL DIVISION

Plaintiff,

Case No. GD-21-007428

vs.

ZACK LIGHTNING TANNER,  
PITTSBURGH NEWSGUILD,  
NEWSGUILD CWA, JON SCHLEUSS,  
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Defendants.

“JURY TRIAL DEMANDED”

\*\*\*\*\*

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE  
ALLEGHENY COUNTY LAWYER REFERRAL SERVICE  
400 Koppers Building - 436 Seventh Ave.  
Pittsburgh, Pennsylvania 15219  
412-261-5555

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**THIRD AMENDED COMPLAINT IN CIVIL ACTION**

**AND NOW COMES**, the Plaintiff, Mike Elk, by and through the undersigned counsel and sets forth the following THIRD Amended Complaint against the Defendants:

**PARTIES**

1. Plaintiff, Mike Elk, is an adult individual residing in Allegheny County, Pennsylvania. Mr. Elk is the owner of Payday Report, a news publication that covers labor related issues. Mr. Elk is autistic and has been recognized as having a disability by the Commonwealth of Pennsylvania since 2003.

2. Defendant Zach Lightning Tanner is a Pittsburgh News Guild Unit Delegate with a principal place of business located at 60 Boulevard of the Allies #210, Pittsburgh, PA 15222.

3. Defendant Pittsburgh NewsGuild is a corporation with a principal place of business located at 60 Boulevard of the Allies #210, Pittsburgh, PA 15222.

4. Defendant NewsGuild CWA is a corporation with a principal place of business located at 501 3<sup>rd</sup> Street, NW, 6<sup>th</sup> Floor, Washington, DC 20001.

5. Defendant Jon Schleuss is the President of the NewsGuild CWA and has a principal place of business located at 501 3<sup>rd</sup> Street, NW, 6<sup>th</sup> Floor, Washington, DC 20001.

6. Defendant Fatima Hussein is President of the Washington-Baltimore NewsGuild with a principal place of business at 1225 Eye Street, NW, Suite 300, Washington, DC 20005. She is also an affiliate and supporter of Jon Schleuss.

7. Defendant Steve Cook is the former president of the Washington Baltimore NewsGuild with an address located at 501 3rd Street, NW, 6th Floor, Washington, DC 20001. He is also the Region Two Vice President of the NewsGuild CWA and a close associate of John Schleuss.

### **JURISDICTION AND VENUE**

8. This Honorable Court has jurisdiction over this matter in that both Plaintiffs and Defendants are located, conduct business and/or domiciled in Allegheny County, Pennsylvania.

9. Venue is proper in the Court of Common Pleas of Allegheny County, Pennsylvania, in that, the actions, inaction's, errors, omissions, commissions and/or violations complained of occurred between Plaintiffs and Defendants by and through Allegheny County, Pennsylvania.

### **FACTS**

10. Plaintiff Michael Elk is the owner of Payday Report, a news publication dedicated to labor issues.

11. At all times relevant, Defendant's were news and labor unions and their respective leaders and employees.

12. The events described herein began on December 19, 2019 when Plaintiff requested Defendant Schleuss, in his capacity as head of Defendant NewsGuild CWA, investigate Michael Fucco for sexual misconduct based on credible sources he had uncovered.

13. A day later, Defendant Hussein called Plaintiff to warn him against his investigation.

14. Defendant Hussein warned Plaintiff that making such allegations could make things tough for him within the union.

15. Around December of 2019 and onward, Plaintiff received a call from Defendant Hussein urging him to drop the matter, warning Plaintiff that this could make him unpopular.

16. Hussein expressed concern that it may look like Plaintiff is attempting to blackmail Defendant Schleuss.

17. Hussein did not respond to Plaintiff's requests and effectively stopped talking to him.

18. Plaintiff met in-person with Defendant Schleuss, in his capacity as head of Defendant NewsGuild CWA, on January 11, 2020 to express his concerns about Defendant Fuoco engaging in sexual harassment.

19. These conversations between Plaintiff and Schleuss continued for months.

**COUNT I – BREACH OF CONTRACT**  
**(Plaintiff Elk v. Defendants Newsguild CWA, Pittsburgh Newsguild, Hussein, Cook & Schleuss)**

20. The hereinabove paragraphs are incorporated herein by reference as though they were fully set-forth at length.

21. On August 5, 2020, Plaintiff entered into confidentiality agreements with Defendants Hussein and Cook, which he entered these agreements knowing that it would extend to Defendant Schleuss and the Newsguild CWA and/or the Pittsburgh Newsguild.

22. Defendant Hussein in particular stated, "everything is confidential."

23. Under the terms of their agreement, Defendants were not to share the information communicated to them by Plaintiff regarding the sexual misconduct allegations against Michael Fuoco.

24. This information included the techniques Plaintiff used in his investigation of the allegations against Fuoco as well as confidential sources with information damaging to Fuoco.

25. Defendants breached this agreement by disclosing confidential communications to third parties and by using the confidential information for a purpose other than investigating sexual misconduct allegations.

26. Plaintiff performed all conditions of the agreement in accordance with its terms by handing over the requested information to Defendants so that they could conduct a sexual misconduct investigation.

27. Defendants refused to act regarding sexual misconduct allegations until Plaintiff revealed certain confidential information.

28. By publicly sharing information Plaintiff shared with Defendants for the purpose of exposing sexual misconduct, Defendants breached their agreement to maintain confidentiality with Plaintiff.

29. As a result of Defendants' wrongful acts, Plaintiff has suffered and will continue to suffer economic harm and irreparable reputation harm caused by the public revelation of data provided to Plaintiff by his confidential sources.

30. Plaintiff's harms were furthered by the conduct of the Defendants as they labeled him as a harasser and as someone who wrongfully outed victims of sexual misconduct without their consent when the only individuals who indeed outed these victims were the Defendants themselves.

31. As a result of these material and anticipatory breaches, Plaintiff has suffered injuries and damages thereby.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

**COUNT II – BREACH OF CONTRACT**  
**(Plaintiff Elk v. Defendant’s NewsGuild CWA, Hussein, Cook & Schleuss)**

32. The above paragraphs are incorporated herein by reference as though they were fully set-forth at length.

33. On August 5, 2020, Plaintiff received assurances from Defendants Hussein and Cook that information Plaintiff provided regarding his sources and the sexual misconduct allegations would remain confidential.

34. Plaintiff had conversations with Defendant Cook on August 5, 2020 which promised confidentiality.

35. Defendant Cook further urged Plaintiff to turn all information and the investigation over to be handled by others. These conversations are attached hereto as “Exhibit A.”

36. Defendant Cook also indicated that these promises of confidentiality were to be honored, which were agreed to by Defendant Schleuss and did so through the statement, "I also have communicated with Jon about the need for strict confidentiality and he fully agrees."

37. As officers of the NewsGuild CWA Cook and Schleuss had the authority to bind the Pittsburgh Newsguild and the NewsGuild CWA and did so through their assurances.

38. On August 6, 2020, Plaintiff received an email from Defendant Hussein stating: “Everything is confidential, no one is going to share what you sent. Whether you want to tell her is up to you. I don't think it's necessary to tell her, but that's my opinion.”

39. Defendant Hussein acted pursuant to the authority of Cook and Schleuss and her statement provided further reinforcement that Plaintiff’s statements and investigation would be kept confidential.

40. Plaintiff took these promises from Hussein, Cook and Schleuss to be binding on all of the other named defendants and their affiliates and employers.

41. Based on these assurances and other assurances Plaintiff released certain sources and confidential information.

42. Plaintiff published a statement on September 22, 2020 stating that he had turned over certain information and there was no investigation into the conduct of Fucco, which did not provide any specifics on his sources or methods of investigation.

43. Despite promises of confidentiality, on December 5, 2020, a letter from Schleuss, in his capacity as head of Defendant NewsGuild CWA, was sent to more than 25,000 members of the NewsGuild. Letter, attached hereto as “Exhibit B,” specifically names Plaintiff and discredited his allegations.

44. On December 7, 2020, Defendant Hussein denied telling Plaintiff he had a duty to report the sexual harassment allegations to the union.

45. Plaintiff provided emails from Defendant Hussein both contradicting her denial and promising confidentiality to Plaintiff for any information he revealed.

46. As is industry standard, this agreement was made over email. Email Communications are attached hereto as “Exhibit C.”

47. Under information and belief, Defendants acted together to publicly identify Plaintiff’s source and his methods of investigation, breaching the confidentiality agreement.

48. These items were revealed in a public letter dated December 5, 2020 that was mass distributed by the Defendants and their affiliates and parent organizations.

49. This letter went out under the letterhead of The Newsguild CWA and this letter was also published via Twitter. Letter attached hereto as “Exhibit B.”

50. Defendants also breached the confidentiality agreement by publicly identifying Plaintiff as a source for allegations of sexual misconduct and most importantly stating that he broke confidentiality.



51. It is the industry standard in journalism to treat colleagues as sources in order to minimize harm and foster respect.<sup>1</sup>

52. Defendants, by revealing Plaintiff's identity along with the identity of his sources, breached ethical standards and the confidentiality expected between colleagues.

53. As a result of these material and anticipatory breaches, Plaintiff has suffered injuries and damages thereby.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

**COUNT III – TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS  
(Plaintiff Elk v. Defendant's NewsGuild CWA, Hussein, Cook & Schleuss)**

54. The above paragraphs are incorporated herein by reference as though they were fully set-forth at length.

55. It is clear that valid agreements existed for the purposes of confidentiality.

56. Defendant's knew, known or should have known about the agreements of confidentiality with these third parties.

57. Defendant's intentional actions were designed to harm the Plaintiff financially and in his good name.

58. The intentional actions by Defendant's lacked any *indicia* of privilege or justification, insomuch as, this conduct is sanctionable conduct under the rules of the game.

59. Defendant intentionally and improperly interfered with the performance of the agreement of confidentiality.

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<sup>1</sup> SPJ Code of Ethics, Society of Professional Journalists (2014), <https://www.spj.org/ethicscode.asp>.

60. Defendant's NewsGuild CWA, Hussein, Cook & Schleuss took purposeful action intended to harm the relationship of Plaintiff and the third party.

61. There was no justification for the action of the Defendant's NewsGuild CWA, Hussein, Cook & Schleuss other than to inflict injury or damage on the Plaintiff.

62. As a result of the action of Defendant's NewsGuild CWA, Hussein, Cook & Schleuss who are subject to liability, Plaintiff has suffered pecuniary loss or injuries and damages thereby.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

**COUNT IV – COMMON LAW FRAUD, FRAUD AND/OR MISREPRESENTATION  
(Plaintiff Elk v. Defendants Newsguild CWA, Pittsburgh Newsguild Hussein, Cook & Schleuss)**

63. The above paragraphs are incorporated herein by reference as though they were fully set-forth at length.

64. Defendant's made several material and factual representations to induce Plaintiff into breaching a previous agreement of confidentiality, which required him to reveal his sources for claims of sexual harassment by Fucco, in order to, investigate Fucco under such allegations, with the promises of another agreement of confidentiality.

65. Defendants knew, known or should have known these representations were completely and utterly false, deceptive, confusing and misleading, which constitutes fraud and/or misrepresentation.

66. Defendant's had every intention that Plaintiff would rely on these material and factual representations.

67. Defendant's representations were made falsely with knowledge of their falsity or recklessness as to their authenticity or truth.

68. Defendant's had every intention of misleading, confusing or deceiving the Plaintiff into relying on or acting in this matter.

69. Specifically, Plaintiff, had no reason to believe that by providing the information or sources for the purposes of sexual harassment investigation against Fucco, in derogation of a previous agreement of confidentiality with the promises of a new agreement of confidentiality, would harm him financially or in his good name and reputation.

70. Plaintiff justifiably relied on the Defendant's promises of confidentiality in breaching a previous agreement of confidentiality, which resulted in ascertainable loss and damage to his good name or reputation.

71. Plaintiff is entitled to compensatory and punitive damages against this Defendants for this willful, wanton, intentional, reckless and deliberate conduct.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

**COUNT V – DEFAMATION AND/OR DEFAMATION PER SE (LIBEL/SLANDER)**  
**(Newsguild CWA, Schleuss, Hussein)**

72. The above paragraphs are incorporated herein by reference as though they were fully set forth at length.

73. Defendants proceeded to paint Plaintiff in an unfavorable light starting from December 19, 2019 and continuing to the present, Defendants, in their personal and official capacities, defamed Plaintiff by painting a negative picture of him publicly and online thereby damaging his reputation.

74. Defendant Schleuss, in his letter, represented that Plaintiff did not connect his sources with Defendant, which is untrue. Plaintiff provided his sources in order to aid with the sexual harassment investigation.

75. Defendant Schleuss told Fuoco in late September 2020, “everything was fine because everyone knows that Elk is insane and has a vendetta against the Guild.” Defendant Fuoco shared this statement publicly with a reporter and this statement was published in the New York Times. The article is attached hereto as “Exhibit D.”

76. On December 7, 2020, Defendant Schleuss liked and promoted a tweet by “CM Lewis,” attached hereto as “Exhibit E,” stating that Plaintiff does not actually care about sexual misconduct. Chris Brooks and other advisors to Defendant Schleuss promoted that Tweet.

77. The above behavior of the Defendants adversely affected Plaintiff’s ability to secure grants for his business and had the effect of reducing his general readership.

78. These Tweets tend to paint Plaintiff in an extremely negative light and are not true.

79. Defendant Hussein, in her conversation with Plaintiff on December 7, 2020, publicly claimed that Plaintiff was never told that he needed to give up his sources to the Guild for their own investigation. Plaintiff provided emails stating that this is not true.

80. On February 16, 2021, Defendant Schleuss called a co-worker of Plaintiff’s father, Carl Rosen, to get contact information for Cet Parks. Defendant Schleuss intended to get Parks to talk to Plaintiff’s father.

81. On February 16, 2021, Defendant Schleuss informed Carl Rosen, President of the United Electrical Union and Plaintiff’s father’s boss, that he believed Plaintiff was suicidal and that Rosen should warn Plaintiff’s father. Schleuss also claimed Plaintiff fabricated the physical assault against him by NewsGuild members in a town hall meeting held in December of 2020.

82. If Defendant Schleuss was genuinely concerned about Plaintiff’s well being he could have contacted a number of other individuals with close ties to both Plaintiff that were known to Schleuss, rather he contacted Carl Rosen for the purpose of embarrassing Plaintiff and tarnishing his reputation and general standing with his family and other union officials

83. Defendants jointly participated in making defamatory statements and knew that making the following untrue public statements about Plaintiff would discredit or otherwise harm Plaintiff:

- a. Defendants wrongfully stated that Plaintiff breached confidentiality with his sources;
- b. Defendants wrongfully promoted and “liked” the speech of others that disparaged Plaintiff and cast him in a negative light; and
- c. Defendants publicly lied regarding their conversations with Plaintiff to make him look irresponsible with his sources and lacking in journalistic integrity.

84. Defendants’ publicly published statements were false, negative, misleading and extremely damaging to Plaintiff. Further, this information cast Plaintiff in a negative light and was intended to, and did, damage Plaintiff’s reputation and caused Plaintiff further harm.

85. It was known to Defendants that the above mentioned statements regarding Plaintiff were untrue.

86. None of the untruthful information offered by Defendants could in any way be reasonably substantiated by Defendants.

87. Defendants were grossly negligent and acted with reckless indifference as to the career and reputation of Plaintiff.

88. Throughout the relevant time period, Plaintiff had to miss 20 days of work and was distracted through his crucial winter fundraising period. Further his reputation has been tarnished resulting in diminished readership and grant opportunities.

89. Plaintiff had trouble sleeping and fits of PTSD, including a serious PTSD incident resulting from the events described herein. From his PTSD, Plaintiff sustained “combat shakes” from anxiety which caused damage to his feet similar to his experiences in combat. This foot damage caused Plaintiff to have trouble walking, back issues, and bleeding. Due to the emotional stress of these events,

threats of violence, and smears, Plaintiff had diminished work opportunities and, therefore, diminished income.

90. Plaintiff now has difficulty obtaining grants and has lost subscribers, credibility, and attribution for stories he personally broke.

91. Additionally, Plaintiff has lost standing in the community and has had an official NewsGuild investigation instituted against him as a result of the above described conduct.

92. By making public defamatory statements regarding Plaintiff and his professional integrity, Defendants have further published materially false statements of fact concerning Plaintiff and his business. In particular the Defendants published a statement claiming that Plaintiff broke confidentiality with a source and also made statements tending to discredit Plaintiff as further discussed above.

93. The information published by the Defendants was false and the defamatory comments regarding Plaintiff are actionable comments. It is believed and therefore averred that each listed Defendant in this Count took part in publishing said statements by contributing to those statements and encouraging their publication.

94. Defendants have published unprivileged, defamatory information on the Internet, viewable to at least one third party.

95. Defendants are at fault for publishing the defamatory information.

96. The published statements were plainly aimed at damaging Plaintiff's reputation, and made with requisite intent by Defendants to irreparably harm Plaintiff's professional and business reputation.

97. The published comments demonstrate an intent to harm Plaintiff's personal and business reputations and constitute actual malice.

98. The defamatory comments defamed Plaintiff on their face and constitute defamation and/or defamation *per se*.

99. Defendants' unlawful conduct has caused damage to Plaintiff through a loss of subscribers, through a loss of grant opportunities, for a loss of public speaking opportunities and a loss of standing in the community, the cost of which to repair to be determined at trial.

100. By making public defamatory statements regarding Plaintiff and his professional integrity, Defendants have published materially false statements of facts concerning Plaintiff and his business. It is believed and therefore averred that each listed Defendant in this Count took part in publishing said statements by contributing to those statements and encouraging their publication.

101. Defendants have published unprivileged, defamatory information on the Internet, viewable to at least one third party.

102. Defendants are at fault for publishing the defamatory information and acted with at least negligence in publishing the information.

103. Defendants knew the information they published was false, or should have known that the information was false and made the statements with malicious intent to injure Plaintiff's personal and business reputation. In particular the Defendants published a statement claiming that Plaintiff broke confidentiality with a source and also made statements tending to discredit Plaintiff as further discussed above.

104. Through the exercise of due diligence Defendants should have known that the information published was materially misleading.

105. The published comments demonstrate an intent to harm Plaintiff's personal and professional reputations and constitute actual malice. Defendants intentionally published the false information about Plaintiff to the public for the purpose of defaming Plaintiff and damaging his personal and professional reputation.

106. The statements at issue tended to blacken Plaintiff's reputation and expose him to public hatred, contempt and ridicule and injure his reputation in his profession.

107. Others in Plaintiff's profession understood the defamatory nature of the communications as evidenced by the physical confrontation of Plaintiff by other journalists and the public outpouring of hate towards Plaintiff on platforms such as Twitter.

108. The published statements were plainly aimed at damaging Plaintiff's reputation, and made with requisite intent by Defendants to irreparably harm Plaintiff's professional and business reputation.

109. As a result of the willful conduct of the Defendants, Plaintiff has suffered the following damages:

- a. his good name and reputation have been defamed;
- b. he has suffered embarrassment and humiliation;
- c. he has suffered emotional distress;
- d. his ability to earn a living has been impaired;
- e. he has suffered a loss in earnings and earning capacity;
- f. his reputation, name and character have been diminished within his profession;
- g. he has lost subscribers and professional opportunities; and
- h. other damages, the cost of which to repair will be determined at trial.

110. Plaintiff is entitled to compensatory and punitive damages from this defendant for their willful, wanton, intentional, reckless and deliberate conduct.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

**COUNT VI – ASSAULT AND/OR BATTERY**  
(Plaintiff Elk v. Defendant Tanner)



111. The above paragraphs are incorporated herein by reference as though they were fully set-forth at length.

112. On July 31, 2020, the same day Plaintiff informed Defendant Tanner that he was investigating Fucco, Defendant Tanner's mentor, for sexual misconduct, Defendant Tanner registered the domain name "mikeelk.com."

113. This information was revealed through a reverse IP address search which showed that the same IP address created "melk@mikeelk.com," an email that sent threatening messages to Plaintiff, and "ZackTanner.com," the personal website of Defendant Tanner.

114. Defendant Tanner sent threatening emails to Plaintiff which consisted of violent death wishes, vulgar language, and ablest taunts.

115. Defendant Tanner physically assaulted Plaintiff by shoving, punching, hitting, and elbowing him on September 25, 2020. This incident was in part captured on video and is incorporated hereto via hyperlink as "Exhibit F."<sup>2</sup>

116. An October 16, 2020 email from Defendant Tanner's anonymous email account, "[melk@mikeelk.com](mailto:melk@mikeelk.com)," the email was titled, "you little bitch ass autistic motherfucker." The email stated, among other things, "It's a shame that the pavement didn't do more damage, the world would be a better place without [Plaintiff's] fucking bitch ass in it," and "Hi, I'm Mike Elk, I motherfuck people daily and then cry about my pretend PTSD." The email is attached hereto as "Exhibit G."

117. The purpose of this email was to belittle Plaintiff and make light of his disability.

118. Defendants NewsGuild CWA and Pittsburgh NewsGuild were informed of these assaults on Plaintiff and refused Plaintiff's requests to conduct a legal investigation.

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<sup>2</sup> <https://twitter.com/MikeElk/status/1309550980049047560>

119. Sara Steffens, CWA Secretary-Treasurer, refused to investigate the matter and issued a letter dated February 18, 2021 that no action would be taken on this matter and refused to conduct a proper investigation into Plaintiff's claims.

120. Defendant Schleuss in his capacity as head of Defendant NewsGuild CWA, stated at a union town hall meeting that the physical assault on Plaintiff did not occur despite video,.

121. As a result, Plaintiff has been injured and/or damaged as a result of the conduct of Defendant.

122. Plaintiff is entitled to compensatory and punitive damages from this defendant for their willful, wanton, intentional, reckless and deliberate conduct.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

**COUNT VII – NEGLIGENT RETENTION, HIRING OR SUPERVISION OF AN EMPLOYEE  
(Plaintiff v. Defendants Newsguild CWA & Pittsburgh Newsguild)**

123. The above paragraphs are incorporated herein by reference as though they were fully set-forth at length.

124. Defendants failed to exercise reasonable care in the hiring of Defendant Tanner.

125. Defendant's knew, known or should have known of Defendant Tanner's clear dangerous tendencies or incompetency if they exercised reasonable care.

126. Defendant's had actual and constructive knowledge of Defendant Tanner's incompetence and dangerous tendencies.

127. As a result, Plaintiff was assaulted and battered by Defendant Tanner.

128. As a result of the Defendants failure to exercise reasonable care, Defendant tanners assault and battery was the proximate cause of Plaintiff's injuries and damages.

129. Plaintiff is entitled to compensatory and punitive damages from this defendant for their willful, wanton, intentional, reckless and deliberate conduct.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

**COUNT VIII – RESPONDENT SUPERIOR  
(Plaintiff Elk v. Newsguild CWA & Pittsburgh Newsguild)**

130. The above paragraphs are incorporated herein by reference as though they were fully set-forth at length.

131. At all times relevant to the matters complained of the individual defendants, Tanner, Schleuss, Hussein and Cook were all either employees, agents or officers of the NewsGuild CWA or the Pittsburgh NewsGuild.

132. At all times relevant to the matters complained of, the above listed individuals, were acting as agents of the aforementioned news guilds and acting within the scope of their agency relationships with said news guilds.

133. In particular Defendants Cook and Schleuss had the ability to bind these organizations as they had officer positions within these organizations Defendant Hussein acted with apparent authority pursuant to the authority of Schleuss.

134. By virtue of the doctrine of respondent superior, the news guild defendants are liable for the acts of their agents, as more particularly described above.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

**COUNT IX - INTENTIONAL INFLICTION OF MENTAL & EMOTIONAL DISTRESS  
(Plaintiff Mike Elk v. Tanner & Schleuss)**

135. The above paragraphs are incorporated herein by reference as though they were fully set-forth at length.

136. Defendants Tenner, Schleuss acted in an extreme and outrageous manner by through their concerted actions. Tanner assaulted Plaintiff publicly and made outrageous statements about Plaintiff and in turn Schleuss made public statements denying that the assault occurred in both a town hall meeting and to third parties.

137. Schleuss made these statements without performing any type of reasonable investigation and did so intentionally.

138. Tanner acknowledged his behavior through his statements sent via an anonymous email account. These statements coupled with the assault and Defendant Shleuss' public denial that the assault occurred made light of Plaintiff's disability and caused him extreme emotional stress.

139. Both defendants intentionally or recklessly engaged in the above described conduct that had a devastating psychological impact on Plaintiff.

140. As a result of the conduct of the Defendants Plaintiff was harmed as more fully described above in that he suffered emotional distress, anxiety, trauma and physical manifestations of these ailments.

141. Plaintiff is entitled to compensatory and punitive damages from this defendant for their willful, wanton, intentional, reckless and deliberate conduct.

**WHEREFORE**, Plaintiff respectfully requests compensatory damages, punitive damages and such other relief this court may deem just and proper in an amount in excess of the arbitration limits of Allegheny County. Jury Trial is demanded.

Respectfully submitted,

LJK LAW PLLC

Dated: 8/23/22

/s/ Louis J. Kroeck, IV  
Louis J. Kroeck, IV, Esquire  
Attorney for Plaintiff, Mike Elk

**VERIFICATION**

I, Mike Elk hereby verify that the statements set forth in the foregoing Third Amended Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsifications to authorities.

Date: 8/23/22

/s Mike Elk \_\_\_\_\_  
Mike Elk

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Third Amended Complaint was served by electronic mail and where requested by first class mail on 8/23/2022 to the following:

Nancy B. G. Lassen, Esquire  
Email: [nlassen@wwdlaw.com](mailto:nlassen@wwdlaw.com)

Joseph J. Pass, Esquire  
Email: [jjp@jpilaw.com](mailto:jjp@jpilaw.com)

Patricia M. Shea, Esquire  
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LJK LAW PLLC

/s/ Louis J. Kroeck, IV  
Louis J. Kroeck, IV, Esquire  
Attorney for Plaintiff, Mike Elk

**CERTIFICATE OF COMPLIANCE**

I hereby further certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania that requires filing confidential information and documents separately from non-confidential information and documents.

LJK LAW PLLC

/s/ Louis J. Kroeck, IV  
Louis J. Kroeck, IV, Esquire  
Attorney for Plaintiff, Mike Elk