

STATE OF INDIANA) IN THE LAKE SUPERIOR COURT
) SS:
COUNTY OF LAKE) CAUSE NO.:

SPEROS A. BATISTATOS,)
)
Plaintiff,)
)
vs.)
)
THE CITY OF HAMMOND, LEFT)
OF CENTER MEDIA, LLC, THOMAS M.)
MCDERMOTT, JR, in his individual capacity,)
)
Defendants.)

COMPLAINT FOR DAMAGES AND DEMAND FOR TRIAL BY JURY

Plaintiff Speros A. Batistatos, by counsel, for his *Complaint for Damages and Demand for Trial by Jury* (“Complaint”), states as follows:

I. INTRODUCTION

1. This is an action brought by Speros A. Batistatos (“Mr. Batistatos”) for the unfounded and defamatory statements as well as injurious falsehoods by the City of Hammond, Left of Center Media, LLC, and Thomas M. McDermott, Jr. about Mr. Batistatos on Mr. McDermott’s podcast, which caused significant damage to Mr. Batistatos’s reputation, career, and job prospects.

II. PREVIOUS FEDERAL LAWSUIT

2. On August 29, 2022, Mr. Batistatos filed a lawsuit in the Northern District of Indiana containing legal claims under federal law and state law supplemental claims.

3. On December 5, 2022, Mr. Batistatos filed an amended complaint.

4. On September 10, 2024, Mr. Batistatos filed a second amended complaint.

5. On July 31, 2025, the district court granted a motion to dismiss filed by Defendants on Plaintiff's state law claims without prejudice under 28 U.S.C. § 1367(c)(3) and (d), for defamation per se, defamation per quod, and injurious falsehood.

6. This action was therefore timely filed within thirty (30) days of the Court's dismissal of these state law claims pursuant to 28 U.S.C. § 1367(d).

III. TORT CLAIM NOTICES

7. On November 16, 2021, Mr. Batistatos sent a *Request for Review, Request for Investigation, and Notice of Claim to Preserve Legal Rights and Remedies* (a "tort claim notice") regarding Mr. Batistatos's state law claims for defamation per se, defamation per quod, tortious interference with Mr. Batistatos's business and contractual relationships, and other claims to Kevin C. Smith, Corporation Counsel for the City of Hammond; the members of the City of Hammond Common Council, and the Indiana Political Subdivision Risk Management Commission. This tort claim notice was served by certified mail.

8. On November 16, 2021, Mr. Batistatos sent a *Request for Review, Request for Investigation, and Notice of Claim to Preserve Legal Rights and Remedies* (a "tort claim notice") regarding Mr. Batistatos's state law claims for defamation per se, defamation per quod, tortious interference with Mr. Batistatos's business and contractual relationships, and other claims to Defendant Thomas M. McDermott, Jr., Mayor of the City of Hammond; the members of the City of Hammond Common Council, and the Indiana Political Subdivision Risk Management Commission. This tort claim notice was served by certified mail.

9. Mr. Batistatos only received a response to these notices of tort claims from the Indiana Political Subdivision Risk Management Commission on December 1, 2021,

which acknowledged receipt of the notices and stated that Lake County was “not a member(s) of the Indiana Political Subdivision Risk Management Commission Fund.” Thus, “no monies are available through the fund to assist you in your claim.”

10. The Indiana Political Subdivision Risk Management Commission further noted that Mr. Batistatos had complied with the requirement to serve tort claims on the Indiana Political Subdivision Risk Management Commission, and the “notice shall serve as proof of [Mr. Batistatos’s] compliance with this requirement.”

IV. VENUE

11. Mr. Batistatos is a resident of Lake County in the State of Indiana and is a citizen of the United States of America.

12. Defendant City of Hammond is located in Lake County, Indiana.

13. Defendant Thomas M. McDermott, Jr. works in Lake County, Indiana, and is the current Mayor of Defendant City of Hammond.

14. Defendant Left of Center Media, LLC is a limited liability company that is organized in the State of Indiana. Lake County, Indiana is its principal place of business.

15. Defendant Thomas M. McDermott, Jr. is a co-owner of and agent for Defendant Left of Center Media, LLC.

16. Defendant Left of Center Media, LLC owns a podcast, Left of Center Podcast or LOCPOD.

17. Defendant Thomas M. McDermott, Jr. is a host of LOCPOD.

18. The unlawful actions alleged herein primarily arose in Hammond, Indiana, which is located within Lake County, Indiana.

19. Thus, this cause of action is properly venued in Lake County, Indiana.

V. PLAINTIFF

20. Mr. Batistatos is a citizen of the United States, and is currently, as he was during all times relevant to this Amended Complaint, a resident of Lake County in the State of Indiana.

21. Mr. Batistatos resides in St. John, Indiana.

VI. DEFENDANTS

22. Defendant City of Hammond is located at 5925 Calumet Avenue, Hammond, Indiana 46320.

23. Defendant Left of Center Media, LLC is a limited liability company with its principal place of business located at 9301 Calumet Ave., 2F, Munster, Indiana 46321.

24. Defendant Thomas M. McDermott, Jr. resides in Hammond, Indiana and at all times relevant engaged in the performance of his duties within Lake County, Indiana.

VII. STATEMENT OF FACTS

A. Mr. Batistatos was a loyal and dependable SSCVA employee, who performed exceptionally well for more than 3 decades.

25. According to its website, the South Shore Convention and Visitors Authority (“SSCVA”) is “a sales and marketing organization that leads the hospitality industry and aids its partners through the development and support of attractions throughout the region.”

26. The Indiana General Assembly created the SSCVA in 1983.

27. The SSCVA is governed by a Board of Directors (the “SSCVA Board”) as well as an Executive Board.

28. The SSCVA originally hired Mr. Batistatos in March of 1989 as Executive Director. Mr. Batistatos served in this position until 1993 when he became President and CEO.

29. Mr. Batistatos served as President and CEO until the year 2000, when he took a hiatus to pursue other career goals.

30. In 2005, the SSCVA reached out to Mr. Batistatos to persuade him to return to the SSCVA.

31. From 2005 to 2021, Mr. Batistatos held the position of President and CEO of the SSCVA.

32. In his capacity as President and CEO, Mr. Batistatos performed exceptionally well in bringing tourism and activities to the area, as well as providing the SSCVA and its surrounding counties with funds to continue to promote and host events for their customers, tourists, and visitors.

B. Mr. Batistatos's Employment Agreement was scheduled to expire in December 2021, but an outside attorney was engaged, and a Board committee was formed to renegotiate Mr. Batistatos's Employment Agreement.

33. Mr. Batistatos's Employment Agreement was scheduled to expire on December 31, 2021.

34. However, on January 21, 2021, the SSCVA Board members, led by Andrew Qunell, engaged an outside attorney to renegotiate Mr. Batistatos's Employment Agreement.

35. The SSCVA Board also formed a Compensation Committee chaired by Matthew Schuffert to assist in the renegotiation.

36. The Compensation Committee met numerous times beginning in February of 2021 until May of 2021 for that purpose.

37. Several times, Mr. Batistatos also discussed the Committee's work on the Employment Agreement with a Board member, Matthew Schuffert.

38. Mr. Batistatos advised the Compensation Committee and select members of the SSCVA Board, including but not limited to Brent Brashier, Tom Dabertin, Matthew Maloney, Andrew Qunell, and Matthew Schuffert, that he wanted to work four and half more years before retiring.

39. In April 2025, Mr. Qunell told Mr. Batistatos that he expected to have a new employment agreement to hand to him.

40. On May 20, 2021, the agenda of an Executive Session advertised a discussion of Mr. Batistatos's employment agreement. Mr. Qunell and Mr. Schuffert told Mr. Batistatos that he would get a draft of the new employment agreement before the end of the year.

41. Mr. Brashier, Mr. Maloney, Mr. Qunell, and Mr. Schuffert led, attended, and/or participated in this Executive Session.

42. The efforts to renegotiate Mr. Batistatos's Employment Agreement ceased after Mr. Batistatos sent a June 24, 2021 email to all of the SSCVA Board members, and the SSCVA Board members decided to terminate Mr. Batistatos's employment on July 15, 2021.

C. Mr. McDermott stated publicly that he would drop a lawsuit against the SSCVA if the SSCVA Board fired Mr. Batistatos, and the SSCVA Board stopped negotiating to renew Mr. Batistatos's employment agreement.

43. In 2019, the Mayor of the City of Hammond ("Hammond")—Defendant Thomas McDermott, Jr.—offered to drop a lawsuit Hammond had filed against the SSCVA in exchange for SSCVA's termination of Mr. Batistatos's employment.

44. On June 25, 2021, Mr. McDermott, one of the potential grantees, also stated publicly that he would drop a lawsuit against the SSCVA if the members of the SSCVA's Board fired Mr. Batistatos.

45. In an exchange on June 22, 2021 between Mr. Batistatos and Mr. McDermott, Mr. McDermott stated, "I was going to get you even worse, but I'm happy with what we got" apparently in reference to the SSCVA Board's distribution of the PPP money instead of SSCVA's termination of his employment.

46. The SSCVA Board members then stopped negotiating to renew Mr. Batistatos's Employment Agreement and terminated Mr. Batistatos's employment on July 15, 2021, well before the expiration of Mr. Batistatos's Employment Agreement.

47. No cause for Mr. Batistatos's early termination existed, as required by the Employment Agreement.

D. Mr. McDermott publicly made untruthful and disparaging statements about Mr. Batistatos on multiple occasions.

48. Mr. McDermott, personally and/or as Mayor of the City of Hammond and/or as an agent for Left of Center Media, LLC, has pursued a "decade"-long vendetta against Mr. Batistatos, including by making untruthful and disparaging remarks about Mr. Batistatos.

49. Mr. McDermott has referred to Mr. Batistatos as his "archenemy."

50. On October 19, 2020, for example, Mr. McDermott was interviewed by Ron Harlow on Ron Harlow Media's program, Make My Day, where Mr. McDermott labeled Mr. Batistatos as "the most corrupt official in Northwest Indiana" and even directly accused Mr. Batistatos of engaging in "criminal" activity, stating that Mr. Batistatos's alleged expenditures of "\$110,000 a year is criminal in my mind, criminal."

51. Later on in the same October 19, 2020 program, Mr. McDermott claimed that Mr. Batistatos should be investigated by federal officials, stating, "The only person that can do something about [Mr. Batistatos's alleged corruption]" is "not the local media" but rather "the feds."

52. In pursuit of this vendetta, Mr. McDermott also made numerous defamatory and disparaging statements and engaged in tirades against Mr. Batistatos on the podcast titled Left of Center Podcast ("LOCPOD") with Corporation Counsel for the City of Hammond Kevin C. Smith.

53. LOCPOD is owned by Defendant Left of Center Media, LLC. Mr. McDermott is a co-owner and member of Left of Center Media, LLC and thus acts as its agent on LOCPOD.

54. Mr. McDermott—personally, as Mayor of the City of Hammond, and/or as an agent of Left of Center Media, LLC—used LOCPOD as a vehicle to carry out this decade-long vendetta against Mr. Batistatos.

55. Specifically, Mr. McDermott—personally, as Mayor of the City of Hammond, and/or as an agent of Left of Center Media, LLC—made numerous false and defamatory statements about Mr. Batistatos on LOCPOD.

56. On the episode that aired on June 25, 2021, Mr. McDermott knowingly, intentionally, and falsely accused Mr. Batistatos of “wield[ing] tax money like a weapon”:

The thing about this guy is...this gentleman is just like punish . . . he's sort of like old school politician....He's not elected. He's appointed by this 19-member board, and he wields tax money like a weapon. And, if you're one of his guys, one of his people he likes, he will throw this money at you and help your community out, and if he does not like you at all, like Hammond, like Mayor Tom, we get nothing.

57. Mr. McDermott even knowingly, intentionally, and falsely implied that Mr. Batistatos committed a crime or participated in illegal activity:

Mr. McDermott: “Well, we filed a lawsuit against them last year, but we're getting into the weeds. We've been at war with this agency for the better part of a decade, right? And, I pulled FOIA requests because he's a public employee, and then I pulled a FOIA request for all the people, the top like 20 people, that work for the agency, and I'd drop it publicly without their names. I'd be like, hey, did you realize Speros's number two person makes like 200 grand a year? Did you realize Speros made 330 grand a year? Just shocking people with the amount of waste, fraud, and abuse that's going on at the [SSCVA] under Speros's watch. And, this stuff is just fodder for the newspaper. They didn't realize all this stuff was happening.”

Mr. Smith: “I don't think the Board knew.”

Mr. McDermott: “No. And, the Board commissioned a study, and the study says he does make \$330,000 a year, which is freaking outrageous. This is taxpayer money that's freaking outrageous, and he basically did it on the sly. You know? I'm not saying there's illegal stuff happening, but . . . It's shady as hell. How about that? It's not illegal. It's shady as hell.”

58. Multiple times, Mr. McDermott knowingly, intentionally, and falsely stated that Mr. Batistatos created his own rules or selected his own boss as follows:

“He made up his own rules.”

“He's picking his own boss.”

“Speros put his boss on there.”

59. Mr. McDermott knowingly, intentionally, and falsely accused Mr. Batistatos of facilitating some type of conspiracy:

We have a lawsuit filed with the [SSCVA], with the State, but it was originally filed against them, and it was because of the jackass behavior of the CEO because he was ignorant of the law and he was a punk about it He made up his own rules He's picking his own boss If I control all my Board members on there, and they're all part of the conspiracy with me, then I can make 330 grand on the down low, which his outrageous money It's all like bullshit backend deals This guy doesn't care. A pompous want to be elected official, and he deserves everything that is coming his way right now.

60. On the episode that aired on June 29, 2021, Mr. McDermott knowingly, intentionally, and falsely compared Mr. Batistatos's salary to his own by using false information:

This is comparing his salary to a mayor's, which is interesting because I run a city of 81,000 people. I mean our budget, we have \$100 million plus. 1,000 employees... It's the most complex job you can imagine I get paid \$130,000 year. I'm not complaining, but when I look at the guy that's in charge of festivals, and he makes two and a half times my salary, and we're both government employees, it's like what's the hell that's so special about this position where his job pays 2 and half more times two and a half more times than the mayor of Hammond and the mayor of Gary, one of the toughest jobs in politics?

61. Mr. McDermott was well aware the number that he was citing as Mr. Batistatos's salary was a mischaracterization, as he was intentionally comparing Mr. Batistatos's total salary and benefits package—including the SSCVA's required employer contributions under state and federal law—to only Mr. McDermott's own base salary, not Mr. McDermott's total salary and benefits package.¹

¹ According to the 2021 Certified Reports of Public Employment and Compensation for the City of Hammond and the Hammond Port Authority, Mr. McDermott actually earned \$143,800.08 in salary in 2021 from various City of Hammond sources.

62. Mr. McDermott also knowingly, intentionally, and falsely disparaged Mr. Batistatos's job performance. For example, Mr. McDermott stated as follows about Mr. Batistatos:

You're in charge of marketing the region. So you look at like Twitter followers. I have more Twitter followers than [SSCVA]. I have more Facebook followers than [SSCVA]. My Facebook, my social media pages gets [sic] more hits than theirs does. And that's a joke . . . I'm a mayor of a small part of a small part of our county, and my social media is seen as way more active than his . . .

I do more as mayor at a \$130,000 salary than this guy does in this job altogether. And his job is to promote the region.

63. Numerous times Mr. McDermott knowingly, intentionally, and falsely stated Mr. Batistatos's salary despite corrections by Mr. Smith:

"If you ever decide you don't want to own a business anymore, and you want to get into a well-paying career? . . . I would suggest becoming the CEO of the South Shore Convention and Visitors Bureau. \$330,000. Pretty solid salary."

"Yeah. Don't be leaking my \$330,000 salary to the media. It's very unfortunate when that happens because then the public knows."

64. Mr. McDermott also knowingly, intentionally, and falsely mischaracterized his interactions with Mr. Batistatos:

So, when we're like, hey Speros, we have a festival with 100,000 people coming here, can you throw us a couple shekels of our money, our tax money that went to your budget because people stay in our hotels. We have tons of hotels. Give us a couple of bucks back so we could bring Sammy Hagar here. And, he's like, 'no, if you won't let me speak on the stage. No. Screw you, Mayor McDermott.

65. Mr. McDermott knowingly, intentionally, and falsely stated that Mr. Batistatos just made up the law to benefit himself:

Mr. Smith: "So, statutorily, he doesn't pick the Board. The Board is appointed by every city and town in Lake County."

Mr. McDermott: "But..."

Mr. Smith: "In the past, there has been issues where if a deadline was missed.... Speros, ah...."

Mr. McDermott: "He made up the law."

Mr. Smith: "He interpreted the law to be something different in which he was able to replace that person with somebody else."

Mr. McDermott: "Basically his own choice."

66. Mr. McDermott knowingly, intentionally, and falsely claimed that Mr.

Batistatos spends taxpayer money as Mr. Batistatos sees fit:

You know, the thing is like he takes credit, and he gets... so when people stay at hotels in Hammond, and they stay the night, there's a fee that they pay. A tax Innkeepers tax. It goes right into his budget

So, this guy is not elected. Tax money flows right into his coffers, and he uses it as he sees fit. Not in the best interests of the region. He spends money in Porter County. He spends money in LaPorte County. He spends money in Pulaski and Newton Counties. He's throwing money everywhere. And I'm like, 'hey Speros, we have 100,000 people coming to Hammond for the festival,' and he's like, 'screw you. You won't let me speak on a microphone. And then, by the way, not only that every year when he has his Christmas party and this is, I'm not complaining, but I wouldn't go anyway, he never sends an invitation to me. I'm the only elected official I never do [get invited], which is fine. He doesn't want me there. But what I'm saying is, the guy, I'm the largest mayor in Northern Indiana, I'm the largest mayor in his district, and he won't even invite the largest mayor to his Christmas party out of spite because I dare question him. I say, 'what you're doing is illegal,' and he's like, 'oh, you're not coming to the Christmas party now, Mayor.' He's a piece of crap, man. He's a petty piece of crap. He really is.

67. Mr. McDermott and Mr. Smith discussed these remarks on the LOCPOD again on November 19, 2021, and Mr. McDermott doubled down on each of the remarks they previously made in other episodes of his podcast.

68. Mr. McDermott further knowingly and intentionally made the following false statements about Mr. Batistatos:

“He made up the law.”

“He distributes that money based on how he feels. And his Board. But he’s the Executive Director. Speros is spending taxpayer money at his whim along with his Board. . . .”

“He basically packed a board full of people that would approve his salary”

“Kevin, we pulled his credit card records. He would spend \$25,000 in one month.”

“And he did make up the law, which is why we filed our lawsuit, and his lawyers admitted he broke the law when they entered into the consent decree with us.”

“He spent thousands of dollars at steak houses. He spent \$20,000 on a credit card bill in one month, and then he followed up the next month and spends \$15,000. That’s outrageous, Kevin. . . . He’s wasting taxpayer money at Ruth’s Chris spending \$6,000 on one meal. How many \$200, \$300 bottle of wines did that include? I have to buy \$300, \$400 bottles of wine and buy ‘em \$100 steak to court their vote.”

69. Mr. Batistatos’s reputation and career were significantly damaged by these remarks.

70. At all times Mr. McDermott was acting personally, as Mayor of the City of Hammond, and/or as an agent of Left of Center Media, LLC.

71. As a direct and proximate result of the foregoing conduct:

- a. Mr. Batistatos has suffered damage to his career;
- b. Mr. Batistatos has suffered mental and physical anguish; and
- c. Mr. Batistatos has incurred additional financial losses.

VIII. STATEMENT OF CLAIMS

COUNT I

(Defamation Per Se)

72. Mr. Batistatos incorporates the allegations of paragraphs 1 through 71 above and, in addition, states that Defendants the City of Hammond's, Thomas M. McDermott, Jr.'s, and Left of Center Media, LLC's (the "Hammond Defendants") conduct in this matter constitutes defamation per se.

73. Mr. McDermott is clearly an agent of Left of Center Media, LLC, as he was and is a founding and continuing member of Left of Center Media, LLC.

74. At all times Mr. McDermott was acting personally, as Mayor of the City of Hammond, and/or as an agent of Left of Center Media, LLC.

75. A corporation like Left of Center Media, LLC can act only through its agents like Mr. McDermott. Left of Center Media, LLC owns the Left of Center Podcast ("LOCPOD").

76. The actions of the Hammond Defendants were without legal privilege, legal justification, or excuse.

77. Mr. McDermott, who is especially familiar with the law as an attorney, knowingly or recklessly communicated unfounded and untruthful statements in multiple episodes on a publicly available podcast, LOCPOD, about Mr. Batistatos.

78. For example, as stated above in paragraph 56 of this Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely accused Mr. Batistatos of "wield[ing] tax money like a weapon."

79. Mr. McDermott knowingly, intentionally, and falsely claimed, as stated above in paragraph 57 of this Amended Complaint, that Mr. Batistatos engaged in “waste, fraud, and abuse” as well as falsely implied criminal and/or illegal activity stating: “I’m not saying there’s illegal stuff happening, but... It’s shady as hell. How about that? It’s not illegal. It’s shady as hell.”

80. As stated above in paragraphs 58 and 59 of this Amended Complaint, Mr. McDermott furthermore, knowingly, intentionally, and falsely stated that Mr. Batistatos “made up his own rules;” “pick[ed] his own boss;” and “control[led] all [of the SSCVA] Board members on there [the SSCVA Board].”

81. As stated above in paragraph 59 of this Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely accused Mr. Batistatos of creating a “conspiracy” so that he could “make 330 grand on the down low;” falsely claimed Mr. Batistatos engaged in “jackass behavior” because “he was ignorant of the law and he was a punk;” falsely stated that Mr. Batistatos made “bullshit backend deals;” and falsely denigrated Mr. Batistatos by labeling him a “[a] pompous want-to-be elected official” who “deserves everything that is coming his way right now.”

82. As stated in paragraphs 60 and 63 of this Amended Complaint, Mr. McDermott knowingly and intentionally made several false assertions about Mr. Batistatos’s salary, claiming that Mr. Batistatos made “two and a half times” Mr. McDermott’s salary as well as “two and a half more times than . . . the mayor of Gary” and had a “330,000” “pretty solid salary” and a “\$330,000 salary.”

83. As stated in paragraphs 64 and 66 of this Amended Complaint, Mr. McDermott additionally knowingly, intentionally, and falsely characterized his interactions with Mr. Batistatos, including falsely claiming that Mr. Batistatos said, “[N]o, if you won’t let me speak on the stage. No. Screw you, Mayor McDermott” as well as “[S]crew you. You won’t let me speak on a microphone.”

84. As stated in paragraph 65 of the Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely claimed that Mr. Batistatos “made up” the law.”

85. As stated in paragraph 68 of this Amended Complaint, Mr. McDermott again knowingly and intentionally made several false statements about Mr. Batistatos, including that Mr. Batistatos “made up the law;” “spend[s] taxpayer money at his whim along with his Board;” “packed a board full of people that would approve his salary;” “spend \$25,000 in one month” on his credit cards; “spent thousands of dollars at steak houses;” “spent \$20,000 on a credit card bill in one month, and then he followed up the next month and spen[t] \$15,000;” “wast[ed] taxpayer money at Ruth’s Chris spending \$6,000 on one meal.”

86. As stated in paragraph 68 of this Amended Complaint, Mr. McDermott also knowingly, intentionally, and falsely stated that Mr. Batistatos’s “lawyers admitted he broke the law when they entered into the consent decree with us;” implied that Mr. Batistatos had paid for several “\$200, \$300 bottle of wines;” and implied that Mr. Batistatos buys state legislators “\$300, \$400 bottles of wine” and “\$100 steak to court their vote.”

87. Mr. McDermott made these statements about Mr. Batistatos as Mayor and Corporation Counsel of the City of Hammond, respectively. Accordingly, the City of

Hammond adopted these statements, and the Hammond Defendants acted in a concerted action in communicating the false statements about Mr. Batistatos.

88. These communications by the Hammond Defendants were spoken maliciously, and they were made with the knowledge that they were false or with reckless disregard for whether they were true or false so as to indicate a conscious indifference to the rights of Mr. Batistatos.

89. The acts and statements made by the Hammond Defendants were made with actual malice, in bad faith, and without a reasonable basis in law and fact.

90. The Hammond Defendants' communications and conduct regarding Mr. Batistatos caused injury to his professional and personal reputation, his employment relationship with the SSCVA, and his future prospective business opportunities.

91. These defamatory communications included imputations of criminal conduct and/or misconduct in Mr. Batistatos's trade, profession, office, and/or occupation.

92. The Hammond Defendants' communications and conduct regarding Mr. Batistatos thus constitute defamation per se.

COUNT II
(Defamation Per Quod)

93. Mr. Batistatos incorporates the allegations of paragraphs 1 through 92 above and, in addition, states that the Hammond Defendants' conduct in this matter constitutes defamation per quod.

94. Mr. McDermott is clearly an agent of Left of Center Media, LLC, as he was and is a founding and continuing member of Left of Center Media, LLC.

95. At all times Mr. McDermott was acting personally, as Mayor of the City of Hammond, and/or as an agent of Left of Center Media, LLC.

96. A corporation like Left of Center Media, LLC can act only through its agents like Mr. McDermott. Left of Center Media, LLC owns the Left of Center Podcast (“LOCPOD”).

97. Mr. McDermott, who was especially familiar with the law as attorneys, knowingly or recklessly communicated unfounded and untruthful statements in multiple episodes on a publicly available podcast, Left of Center Podcast (“LOCPOD”), about Mr. Batistatos.

98. For example, as stated above in paragraph 56 of this Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely accused Mr. Batistatos of “wield[ing] tax money like a weapon.”

99. Mr. McDermott knowingly, intentionally, and falsely claimed, as stated above in paragraph 57 of this Amended Complaint, that Mr. Batistatos engaged in “waste, fraud, and abuse” as well as falsely implied criminal and/or illegal activity stating: “I’m not saying there’s illegal stuff happening, but... It’s shady as hell. How about that? It’s not illegal. It’s shady as hell.”

100. As stated above in paragraphs 58 and 59 of this Amended Complaint, Mr. McDermott furthermore, knowingly, intentionally, and falsely stated that Mr. Batistatos “made up his own rules,” “pick[ed] his own boss,” and “control[led] all [of the SSCVA] Board members on there.”

101. As stated above in paragraph 59 of this Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely accused Mr. Batistatos of creating a “conspiracy” so that he could “make 330 grand on the down low;” falsely claimed Mr. Batistatos engaged in “jackass behavior” because “he was ignorant of the law and he was a punk;” falsely stated that Mr. Batistatos made “bullshit backend deals;” and falsely denigrated Mr. Batistatos by labeling him a “[a] pompous want-to-be elected official” who “deserves everything that is coming his way right now.”

102. As stated in paragraphs 60 and 63 of this Amended Complaint, Mr. McDermott knowingly and intentionally made several false assertions about Mr. Batistatos’s salary, claiming that Mr. Batistatos made “two and a half times” Mr. McDermott’s salary as well as “two and a half more times than . . . the mayor of Gary” and had a “330,000” “pretty solid salary” and a “\$330,000 salary.”

103. As stated in paragraphs 64 and 66 of this Amended Complaint, Mr. McDermott additionally knowingly, intentionally, and falsely characterized his interactions with Mr. Batistatos, including falsely claiming that Mr. Batistatos said, “[N]o, if you won’t let me speak on the stage. No. Screw you, Mayor McDermott” as well as “[S]crew you. You won’t let me speak on a microphone.”

104. As stated in paragraph 65 of the Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely claimed that Mr. Batistatos “made up” the law.

105. As stated in paragraph 68 of this Amended Complaint, Mr. McDermott again knowingly and intentionally made several false statements about Mr. Batistatos, including that Mr. Batistatos “made up the law;” “spend[s] taxpayer money at his whim along with his

Board;” “packed a board full of people that would approve his salary;” “spend \$25,000 in one month” on his credit cards; “spent thousands of dollars at steak houses;” “spent \$20,000 on a credit card bill in one month, and then he followed up the next month and spen[t] \$15,000;” “wast[ed] taxpayer money at Ruth’s Chris spending \$6,000 on one meal.”

106. As stated in paragraph 68 of this Amended Complaint, Mr. McDermott also knowingly, intentionally, and falsely stated that Mr. Batistatos’s “lawyers admitted he broke the law when they entered into the consent decree with us;” implied that Mr. Batistatos had paid for several “\$200, \$300 bottle of wines;” and implied that Mr. Batistatos buys state legislators “\$300, \$400 bottles of wine” and “\$100 steak to court their vote.”

107. Mr. McDermott’s communications regarding Mr. Batistatos were spoken or written maliciously and were made with the knowledge that they were false or with reckless disregard for whether they were true or false so as to indicate a conscious indifference to the rights of Mr. Batistatos.

108. Mr. McDermott, as Mayor of the City of Hammond, made these statements about Mr. Batistatos. Accordingly, the City of Hammond adopted these statements, and the Hammond Defendants acted in a concerted action in communicating the false statements about Mr. Batistatos.

109. The acts and false statements made by the Hammond Defendants were made with actual malice, in bad faith, and without a reasonable basis in law and fact.

110. The Hammond Defendants’ communications and conduct regarding Mr. Batistatos caused injury to his professional and personal reputation, his employment relationship with the SSCVA, and his future prospective business opportunities.

111. In the event that the Hammond Defendants' communications and conduct toward Mr. Batistatos are not found to be defamation per se, then the Hammond Defendants' communications and conduct toward Mr. Batistatos constitute defamation per quod.

COUNT III
(Injurious Falsehoods)

112. Mr. Batistatos incorporates the allegations of paragraphs 1 through 111 above and, in addition, states that the Hammond Defendants' conduct in this matter constitutes injurious falsehoods.

113. The actions of the Hammond Defendants were without legal privilege, legal justification, or excuse.

114. Mr. McDermott is clearly an agent of Left of Center Media, LLC, as he was and is a founding and continuing member of Left of Center Media, LLC.

115. At all times Mr. McDermott was acting personally, as Mayor of the City of Hammond, and/or as an agent of Left of Center Media, LLC.

116. A corporation like Left of Center Media, LLC can act only through its agents like Mr. McDermott. Left of Center Media, LLC owns the Left of Center Podcast ("LOCPOD").

117. Mr. McDermott, who was especially familiar with the law as an attorney, knowingly or recklessly communicated unfounded and untruthful statements in multiple episodes on a publicly available podcast, Left of Center Podcast ("LOCPOD"), about Mr. Batistatos.

118. For example, as stated above in paragraph 56 of this Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely accused Mr. Batistatos of “wield[ing] tax money like a weapon.”

119. Mr. McDermott knowingly, intentionally, and falsely claimed, as stated above in paragraph 57 of this Amended Complaint, that Mr. Batistatos engaged in “waste, fraud, and abuse” as well as falsely implied criminal and/or illegal activity stating: “I’m not saying there’s illegal stuff happening, but... It’s shady as hell. How about that? It’s not illegal. It’s shady as hell.”

120. As stated above in paragraphs 58 and 59 of this Amended Complaint, Mr. McDermott furthermore, knowingly, intentionally, and falsely stated that Mr. Batistatos “made up his own rules;” “pick[ed] his own boss;” and “control[led] all [of the SSCVA] Board members on there.”

121. As stated above in paragraph 59 of this Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely accused Mr. Batistatos of creating a “conspiracy” so that he could “make 330 grand on the down low;” falsely claimed Mr. Batistatos engaged in “jackass behavior” because “he was ignorant of the law and he was a punk;” falsely stated that Mr. Batistatos made “bullshit backend deals;” and falsely denigrated Mr. Batistatos by labeling him a “[a] pompous want-to-be elected official” who “deserves everything that is coming his way right now.”

122. As stated in paragraphs 60 and 63 of this Amended Complaint, Mr. McDermott knowingly and intentionally made several false assertions about Mr. Batistatos’s salary, claiming that Mr. Batistatos made “two and a half times” Mr. McDermott’s salary as

well as “two and a half more times than . . . the mayor of Gary” and had a “330,000” “pretty solid salary” and a “\$330,000 salary.”

123. As stated in paragraphs 64 and 66 of this Amended Complaint, Mr. McDermott additionally knowingly, intentionally, and falsely characterized his interactions with Mr. Batistatos, including falsely claiming that Mr. Batistatos said, “[N]o, if you won’t let me speak on the stage. No. Screw you, Mayor McDermott” as well as “[S]crew you. You won’t let me speak on a microphone.”

124. As stated in paragraph 65 of the Amended Complaint, Mr. McDermott knowingly, intentionally, and falsely claimed that Mr. Batistatos “made up” the law.

125. As stated in paragraph 68 of this Amended Complaint, Mr. McDermott again knowingly and intentionally made several false statements about Mr. Batistatos, including that Mr. Batistatos “made up the law;” “spend[s] taxpayer money at his whim along with his Board;” “packed a board full of people that would approve his salary;” “spend \$25,000 in one month” on his credit cards; “spent thousands of dollars at steak houses;” “spent \$20,000 on a credit card bill in one month, and then he followed up the next month and spen[t] \$15,000;” “wast[ed] taxpayer money at Ruth’s Chris spending \$6,000 on one meal.”

126. As stated in paragraph 68 of this Amended Complaint, Mr. McDermott also knowingly, intentionally, and falsely stated that Mr. Batistatos’s “lawyers admitted he broke the law when they entered into the consent decree with us;” implied that Mr. Batistatos had paid for several “\$200, \$300 bottle of wines;” and implied that Mr. Batistatos buys state legislators “\$300, \$400 bottles of wine” and “\$100 steak to court their vote.”

127. Mr. McDermott's communications regarding Mr. Batistatos were spoken or written maliciously and were made with the knowledge that they were false or with reckless disregard for whether they were true or false so as to indicate a conscious indifference to the rights of Mr. Batistatos.

128. Mr. McDermott made these statements about Mr. Batistatos as Mayor of the City of Hammond. Accordingly, the City of Hammond adopted these statements, and the Hammond Defendants acted in a concerted action in communicating the false statements about Mr. Batistatos.

129. The acts and false statements made by the Hammond Defendants were made with actual malice, in bad faith, and without a reasonable basis in law and fact.

130. The Hammond Defendants' communications and conduct regarding Mr. Batistatos caused Mr. Batistatos actual, economic damages to his character and/or business.

131. The Hammond Defendants' communications and conduct toward Mr. Batistatos constitute injurious falsehood.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Speros A. Batistatos prays for a judgment in his favor against Defendants, and prays that the following relief be awarded:

- (a) Order Defendants to make whole Mr. Batistatos by providing compensation for past and future pecuniary losses resulting from the unlawful employment practices described above, including medical expenses, in amounts to be determined at trial.
- (b) Order Defendants to make whole Mr. Batistatos by providing compensation for past and future non-pecuniary losses resulting from the unlawful employment practices complained of herein, including emotional pain, suffering, inconvenience, loss of enjoyment of life, and humiliation in amounts to be determined at trial.

- (c) Order Defendants to pay Mr. Batistatos special damages, in amounts to be determined at trial.
- (d) Order Defendants to pay damages to Mr. Batistatos for any and all injuries to his career, in amounts to be determined at trial.
- (e) Award Mr. Batistatos all damages available to him for Defendants' defamation and injurious falsehoods of Mr. Batistatos.
- (f) Grant such further relief as the Court deems necessary and proper in the public interest.

X. RESERVATION OF RIGHTS

Pursuant to the rules of pleading and practice, Plaintiff reserves the right to assert additional violations of federal and state law.

XI. JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

s/ Courtney E. Endwright

Sandra L. Blevins, Atty. No. 19646-49

Courtney E. Endwright, Atty. No. 30557-49

Attorneys for Plaintiff Speros A. Batistatos

BETZ + BLEVINS
One Indiana Square, Suite 1660
Indianapolis, Indiana 46204
Office: (317) 687-2222
Fax: (317) 687-2221
E-mail: sblevins@betzadvocates.com
cendwright@betzadvocates.com
litigation@betzadvocates.com