

STATE OF INDIANA)	IN THE MARION COURT
)	SS:
COUNTY OF MARION)	CAUSE NO.
)	
BRIGGS MCCLAIN,)	
NATHAN DUDUKOVICH,)	
RONALD RUTLAND III,)	
EBENEZER OGOH,)	
CALEB HANNAH, and)	
JULIAN STEINFELD,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
INDIANA UNIVERSITY BOARD OF)	
TRUSTEES and INDIANA UNIVERISTY)	
INDIANAPOLIS,)	
)	
Defendants.)	

COMPLAINT
AND DEMAND FOR TRIAL BY JURY

Come now Plaintiffs Briggs McClain, Nathan Dudukovich, Ronald Rutland III, Ebenezer Ogoh, Caleb Hannah, and Julian Steinfeld (“Plaintiffs”) by and through counsel, to make this Complaint for Damages against the Defendants, Indiana University Board of Trustees (“IU”) and Indiana University Indianapolis (“IU Indy”). Plaintiffs allege and assert that:

PARTIES, JURISDICTION AND VENUE

1. The Plaintiffs are all student-athletes recruited to play National College Athletics Association (“NCAA”) Division 1 basketball on behalf of the IU Indy Men’s Basketball team.
2. During the time relevant to this Complaint, each Plaintiff lived within Marion County as a student athlete and active member of the IU Indy Division 1 Men’s Basketball team.
3. At least one Plaintiff, Ronald Rutland III, currently resides within Marion County, Indiana.

4. Today and at all times relevant to this Complaint, Defendant IU maintained its principal office at 107 S. Indiana Avenue, Bloomington, Indiana, 47305.

5. Today and at all times relevant to this Complaint, Defendant IU Indy maintained its principal office at 301 University Boulevard, Indianapolis, Indiana, 46202.

6. Defendant IU is the governing body of Defendant IU Indy.

7. All injurious conduct described herein occurred within Marion County, Indiana.

8. The harassment, bullying, and contractual breaches described herein occurred primarily inside the IU Indy Gymnasium, located at 901 W. New York Street, Indianapolis, Indiana, 46202 (“the Jungle”).

9. The IU Indy Men’s Basketball Program operated from IU Indy’s campus in Marion County, Indiana.

10. All practices, team meetings, athletic training, scholarship distributions, classes, and other events indispensable to the operation of IU Indy’s NCAA Division 1 Men’s Basketball program occurred in Marion County, Indiana.

11. The offices of the IU Indy’s athletic director and IU Indy Men’s Basketball Program’s head coach, assistant coaches, medical staff, as well as all practice facilities, locker rooms, training facilities, and equipment were all maintained at IU Indy’s campus in Marion County, Indiana.

12. This Court has original jurisdiction over this civil case pursuant to Indiana Code § 33-29-1-1.5.

13. Pursuant to I.C. 34-13-3-10, Plaintiffs provided adequate notice to the IU and IU Indy, via their legal counsel within 180 days of the discovery of their alleged losses.

14. Adequate Notice under I.C. 34-13-3-10 was first provided on April 15, 2025 via a formal complaint submitted to the IU Indy Title IX Coordinators, Executive Vice President and

IU Indy Chancellor, Athletic Director, and Senior Director of Human Resources. That notice is attached to this Complaint as Exhibit A.

15. Additional Adequate Notice under I.C. 34-13-3-10 was again provided on June 5, 2025. That notice is attached to this Complaint as Exhibits B and C.

16. On June 15, 2025, legal counsel for IU and IU Indy responded to Plaintiffs' notice on June 17, 2025 and denied their claims pursuant to I.C. 34-13-3-11. That denial is attached to this Complaint as Exhibit D.

17. Plaintiffs therefore have complied with all Indiana Tort Claims Act requirements and are permitted to sue pursuant to I.C. 34-13-3-13.

ALLEGATIONS COMMON TO ALL COUNTS

18. Before the events described herein, all six named Plaintiffs in this case were talented student athletes with proven prospects of playing NCAA Division 1 Men's Basketball at any number of collegiate institutions during the 2024-2025 season.

19. But regrettably, the appalling, abusive conduct of the Head Coach Paul Corsaro during the 2024-2025 season derailed those prospects and forever harmed Plaintiffs and their athletic and academic careers.

20. After vigorous recruitment efforts led by Head Coach Paul Corsaro of the IU Indy Men's NCAA Division 1 Basketball Program, all six Plaintiffs agreed to play basketball for Defendant IU Indy during the 2024-2025 season.

21. As soon as the Plaintiffs arrived on campus, Corsaro subjected them to relentless psychological and physical abuse or harassment.

22. During practices, games, and in everyday off-the-court interactions with players, Corsaro unrelentingly derided all Plaintiffs with the slurs "pussy," "faggot," "cunt," "bitch," and "retard," among others.

23. Corsaro also choked, shoved, shoulder slammed, chest slammed, and otherwise physically harmed all Plaintiffs.

24. Because of the abusive environment Corsaro engineered, Plaintiff Briggs McClain delayed care for a serious concussion sustained during practice, fearing further abuse. When Briggs finally sought help, IU Indy medical staff informed Corsaro of restrictions on Briggs' playtime. Corsaro immediately called Briggs to denigrate him, insisting that Briggs was a "soft pussy" because "real men play through concussions."

25. Corsaro also demeaned Briggs when he rolled his ankle during practice. When Briggs was slow to return to play, Corsaro sneered that his mother "must have raised a real bitch."

26. During a practice, Corsaro put his hands around Plaintiff Nathan Dudukovich's neck to choke him following a missed play. On other occasions, Corsaro punched Nathan's sternum to express disapproval.

27. When Nathan tried to address Corsaro's abuse through a direct conversation between the coaching staff, himself, and his family, Corsaro manipulated the conversation to paint Nathan as a troubled young man whose mental health made his story untrustworthy. This gaslighting caused Nathan tremendous distress.

28. Corsaro innovated increasingly demeaning humiliations for his players.

29. Corsaro once "branded" Plaintiff Ronald Rutland III by using a Sharpie marker to draw a large "P" for "pussy" on his skin following a missed free throw. This is how Corsaro communicated that Ronald's practice performance was dissatisfactory.

30. Corsaro often furiously slammed his shoulder into Ronald when unhappy with his basketball play. These shoulder slams were hard enough to knock Ronald off balance.

31. Corsaro tormented Plaintiff Ebenezer “Ebby” Ogoh with tactics of social exclusion. Corsaro turned the entire team against Ebby by blaming him for extra drills and excluding him from sitting with his teammates during games.

32. Corsaro also ridiculed Ebby by calling him “useless” and a disappointment to his beloved parents.

33. Like other players, Ebby also endured physical abuse because of Defendant Corsaro’s body slams, shoulder checks, and shoves.

34. Plaintiff Caleb Hannah suffered endless invectives from Corsaro after he sought medical attention for a hamstring injury. When Caleb was able to return to practice, Corsaro would stalk Caleb up and down the basketball court, mocking him with the slurs “bitch,” “pussy,” and “retard.” Corsaro also explicitly directly threatened Caleb’s scholarship, telling him to “get a new girlfriend because you won’t be here next year.”

35. Plaintiff Julian Steinfeld also endured public humiliations by Corsaro. In front of the entire IU Indy women’s track team, Corsaro loudly instructed Julian to “grab his balls and squeeze” to make sure they were there before Julian took his next free throw shot.

36. Corsaro’s acts of abuse are too numerous to describe and should not be construed as limited to the specific examples described in this Complaint.

37. Corsaro’s relentless physical and psychological abuse caused measurable, physical injuries to the Plaintiffs, including but not limited to the injuries set forth below.

38. Plaintiff Ebby Ogoh repeatedly contemplated suicide because of Corsaro’s constant degradations.

39. Plaintiff Briggs McClain became so distraught that both his parents and the assistant coaching staff worried he would hurt himself. The coaching staff even staged an

intervention at Briggs' apartment, refusing to leave until Briggs had reassured them that he did not have plans to hurt himself.

40. Plaintiffs Nathan Dudukovich and Caleb Hannah experienced extreme weight loss, chest tightness, lightheadedness, insomnia, nightmares, and excessive night sweating because of Corsaro's degradation.

41. Plaintiffs Ronald Rutland III and Julian Steinfeld experienced serious emotional distress and observable depression symptoms.

42. Eventually, all six Plaintiffs were unjustifiably forced to leave the team.

43. As a direct and proximate result of Corsaro's abusive conduct, the Plaintiffs suffered grievous emotional harm and distress, physical injury, lost future scholarship opportunities, lost future name-image-likeness and other income, loss of earning potential, and other damages.

44. Corsaro frequently abused Plaintiffs in public in front of NCAA officials, other IU Indy student-athletes, and other IU Indy staff.

45. Much of Corsaro's abuse unfolded in a practice facility owned by IU and/or IU Indy that was equipped with video recording equipment.

46. As his employer, Defendants knew or should have known of Corsaro's constant abuse, performed under the guise of carrying out his coaching responsibilities.

47. As his employer, Defendants also knew or should have known that its assistant coaching staff had failed to carry out university-imposed mandatory reporting obligations to intervene in Corsaro's abuse.

48. But despite this knowledge, Defendants failed to adequately supervise or put a timely stop to Corsaro's behavior, or to enforce its mandatory reporting policies, allowing Corsaro's abuse to fester unchecked for the entire 2024-2025 season.

49. Because of Defendants' failure to reasonably supervise Corsaro, and because of Corsaro's conduct, the Plaintiffs suffered devastating and reasonable emotional distress, loss of scholarships, loss of name-image-likeness income, and loss of earning potential, among other damages.

50. When it recruited Plaintiffs to play basketball on its behalf, Defendant IU Indy, directly and through its employees and agents, promised Plaintiffs many benefits in exchange for their athletic performance, including but not limited to athletic scholarships, room and board, admission into specific academic programs, assistant coaching positions, opportunities for athletic advancement, and other benefits.

51. Plaintiffs accepted these benefits in exchange for their agreement to play on IU Indy's NCAA Division 1 Men's Basketball team.

52. These promises in exchange for the Plaintiffs' athletic performance created a contractual relationship between the Plaintiffs and Defendant IU Indy.

53. Defendant IU Indy and the Plaintiffs also agreed that certain terms would control the relationship between IU Indy, its Division 1 Men's Basketball Program, and the student athletes. These terms included, but were not limited to, all Institutional Control and other rules and regulations imposed upon IU and IU Indy's Division 1 Men's Basketball programs by the NCAA; IU and IU Indy's Code of Student Rights, Responsibilities, & Conduct; IU and IU Indy's Discrimination, Harassment, and Sexual Misconduct Policy; and IU and IU Indy's Americans with Disabilities Act Policy.

54. The Plaintiffs took all reasonable steps to perform under this contract. All Plaintiffs attended required practices or games and complied with coaching direction until Defendant IU Indy breached the terms of the agreement with the Plaintiffs.

55. Defendant IU Indy rendered defective performance under the contract with the Plaintiffs by failing to comply with the agreement's terms, including by failing to provide the promised opportunities and benefits, and by failing to comply and enforce the policies itemized in Paragraph 53.

56. As a result of Defendant IU Indy's breach, Plaintiffs suffered measurable losses, including but not limited to loss of the value of their athletic scholarships, loss of future athletic scholarships at IU Indy or other institutions, and loss of promised academic and employment positions.

57. At all times relevant to this Complaint, Defendants acted willfully and/or wantonly with conscious disregard for probable injury or with gross negligence or oppressiveness that was not the result of a mistake of fact or law, honest error or judgment, overzealousness, mere negligence, or other human failing, all of which was a direct and proximate cause of the Plaintiffs injuries, harms, and losses, therefore justifying an award of punitive damages.

COUNT ONE – NEGLIGENCE

58. Plaintiffs repeat and reallege the foregoing paragraphs as if fully rewritten hereunder.

59. Defendants had a duty to conduct their NCAA Division 1 Men's Basketball program in a manner that would reasonably avoid harming the Plaintiffs.

60. Defendants violated their duty by conducting the program in a manner that created an unreasonable risk of harm to the Plaintiff student athletes.

61. Corsaro's violation of the applicable duty of care occurred while he acted within the course and scope of his employment or agency with Defendants.

62. As a direct and proximate result of Defendants' conduct, the Plaintiffs suffered physical injury, lost scholarships, lost name-image-likeness deals, lost future scholarship opportunities, lost future name-image-likeness deals and other income, loss of earning potential, emotional harm, medical bills, grievous emotional traumas serious enough to affect a reasonable person, and other damages.

COUNT TWO – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

63. Plaintiffs repeat and reallege the allegations contained in the paragraphs above as if fully restated herein.

64. Defendants had a duty to conduct their NCAA Division 1 Men's Basketball program in a manner that would reasonably avoid inflicting emotional harm upon the Plaintiffs.

65. Defendants violated their duty by conducting the program in a manner that created an unreasonable risk of emotional harm to the Plaintiff student athletes.

66. Corsaro's violation of the applicable duty of care occurred while he acted within the course and scope of his employment or agency with Defendants.

67. Defendants' negligence had a direct physical impact on the Plaintiff student athletes, including but not limited to shoulder checks, chest slams, choking, punches to the sternum, and shoving.

68. All Plaintiffs were also directly involved in incidents of Defendants' negligence that gave rise to their emotional traumas.

69. As a direct and proximate result of Defendants' conduct, the Plaintiffs suffered grievous emotional traumas serious enough to affect a reasonable person and to produce physical symptoms of distress, including but not limited to irregular heartbeats, suicidality, extreme weight loss, profuse night sweats, nightmares, and other physical symptoms.

**COUNT THREE – NEGLIGENT HIRING, TRAINING,
SUPERVISION AND RETENTION**

70. Plaintiffs repeat and reallege the above allegations as if restated herein.

71. Defendants had a duty to exercise reasonable care in the hiring, training, retention, and supervision of their employees, staff, and other personnel so as not to create an unreasonable risk of harm to Plaintiff and others.

72. Defendants had a duty to institute appropriate and reasonable policies and procedures to ensure that their coaching staff conducted its NCAA Division 1 Men's Basketball program in a manner that avoided extreme or outrageous conduct, in a manner that avoided unreasonable risk of harm to the Plaintiffs, and in a manner that complied with all policies related to student athlete safety, health, and wellness.

73. Defendants violated their duty of care and were negligent in hiring, training, supervising, and retaining Head Coach Paul Corsaro and all other athletic staff, training staff, and other staff responsible for conducting or supervising IU Indy's NCAA Division 1 Men's Basketball program.

74. Defendants knew or should have known that Head Coach Paul Corsaro and their other Men's Basketball coaching staff were bullying, harassing, or otherwise abusing, or permitting the abuse of, the Plaintiffs under the guise of using their authority as coaches.

75. As a direct and proximate result of Defendant IU's negligent conduct, the Plaintiffs suffered physical injury, lost scholarships, lost name-image-likeness deals, lost future scholarship opportunities, lost future name-image-likeness deals and other income, loss of earning potential, emotional harm, medical bills, grievous emotional traumas serious enough to affect a reasonable person, and other damages.

COUNT FOUR – BREACH OF CONTRACT

76. Plaintiffs repeat and reallege the above allegations as if restated herein.

77. Plaintiffs and Defendant IU Indy created valid, binding contracts when IU Indy offered players a place on its NCAA Division 1 Men's Basketball team in consideration for the Plaintiffs' athletic performance, and the Plaintiffs accepted the offer in exchange for scholarships, academic opportunities, athletic opportunities, and other benefits.

78. The implied, oral, and/or written terms of the contracts included, but were not limited to, all Institutional Control and other rules and regulations imposed upon IU Indy's Division 1 Men's Basketball programs by the NCAA; IU Indy's Code of Student Rights, Responsibilities, & Conduct; IU Indy's Discrimination, Harassment, and Sexual Misconduct Policy; and IU Indy's Americans with Disabilities Act Policy.

79. Defendant IU Indy rendered deficient performance under those terms and breached the contracts with the Plaintiffs by failing to provide the promised opportunities and benefits, and by failing enforce the aforementioned policies.

80. Plaintiffs performed their responsibilities under the contracts past the point of IU Indy's breach.

81. As a result of Defendant IU Indy's breach, Plaintiffs suffered measurable losses, including but not limited to loss of the value of their athletic scholarships, loss of future athletic scholarships at IU Indy or other institutions, and loss of promised academic and employment positions.

COUNT FIVE – RESPONDEAT SUPERIOR

82. Plaintiff repeats and realleges the above allegations as if restated herein.

83. At all relevant times herein, Coach Paul Corsaro and his assistant coaching staff were acting within the course and scope of their employment with Defendants. As such,

Defendants are legally responsible for the acts and omissions of their employees and/or agents, including Corsaro and all assistant coaching staff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, by counsel, respectfully pray for judgment from the Defendants in an amount reasonably calculated to compensate them for the damages which they have incurred as a result of the incidents described herein, punitive damages, attorneys' fees, the costs of this action, and all other relief just and proper in the premises.

JURY DEMAND

Pursuant to Rule 38(B) of the Indiana Rules of Trial Procedure, plaintiffs hereby demand a trial by Jury.

Respectfully submitted,
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