

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS**

| | | |
|--------------------------------|---|---------------|
| PAUL DULBERG, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | No. 17 LA 377 |
| |) | |
| THE LAW OFFICES OF THOMAS J. |) | |
| POPOVICH, P.C., and HANS MAST, |) | |
| |) | |
| Defendants. |) | |

NOTICE OF FILING

TO: All Attorneys of Record (See Attached Service List)

PLEASE TAKE NOTICE that, on the 11th day of March 2019, we filed DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S SECOND AMENDED COMPLAINT AT LAW, with the Clerk of the 22nd Judicial Circuit Court of McHenry County, Illinois, a copy of which is attached hereto and hereby served upon you.

Dated at Chicago, Illinois, this 11th day of March 2019.

George K. Flynn
KARBAL COHEN ECONOMOU SILK DUNNE, LLC
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Firm No. 38100

AFFIDAVIT OF SERVICE

I, the undersigned, a non-attorney, certify that I served this Notice by emailing a copy to each party to whom it is directed on March 11, 2019.

[X] Under penalties as provided by law pursuant to 735 ILCS 5/1-109, I certify that the statements set forth herein are true and correct.

/s/ Linda Walters
Linda Walters

SERVICE LIST

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|--|--|
| <u>Plaintiff's Attorney</u> Edward X. Clinton, Jr. Julia C. Williams The Clinton Law Firm 111 W. Washington Street, Suite 1437 Chicago, IL 60602 312-357-1515 ed@clintonlaw.net juliawilliams@clintonlaw.net | |
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| THE LAW OFFICES OF THOMAS J. |) | |
| POPOVICH, P.C., and HANS MAST, |) | |
| |) | |
| Defendants. |) | |

**DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES TO
 PLAINTIFF'S SECOND AMENDED COMPLAINT AT LAW**

Defendants, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST, by and through their attorneys, GEORGE K. FLYNN, and KARBAL, COHEN, ECONOMOU, SILK, & DUNNE, LLC, for their Answer and Affirmative Defenses to Plaintiff's Second Amended Complaint at Law, state as follows:

**COUNT I
 LEGAL MALPRACTICE**

A. Parties and Venue

1. Paul Dulberg, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.

ANSWER: Defendants admit the allegations contained in Paragraph 1.

2. The Law Offices of Thomas Popovich, P.C., is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

ANSWER: Defendants admit the allegations contained in Paragraph 2.

3. Hans Mast is an agent, employee, or partner of The Law Offices of Thomas Popovich, P.C., and is a licensed attorney in the State of Illinois, and was so licensed at all times relevant to this Complaint.

ANSWER: Defendants admit only that Mast was an associate of The Law Offices of Thomas Popovich, P.C., and admit that he is a licensed attorney in the State of Illinois, and was so licensed at all times relevant to this Complaint.

4. As an agent, employee, or principal in Popovich, Popovich is liable for Mast's actions alleged herein.

ANSWER: Defendants deny the allegations contained in Paragraph 4.

5. Venue is proper in McHenry County, Illinois, as the Defendants transact substantial and regular business in and about McHenry County in the practice of law, where their office is located.

ANSWER: Defendants admit the allegations contained in Paragraph 5.

B. Relevant Facts

6. On or about June 28, 2011, Dulberg assisted Caroline McGuire ("Caroline"), William McGuire ("Williams") [sic] (Caroline and William collectively referred to herein as "the McGuires"), and David Gagnon ("Gagnon") in cutting down a tree on the McGuire's property.

ANSWER: Defendants deny the allegations contained in Paragraph 6.

7. Dulberg lives in the next neighborhood over from the McGuire family.

ANSWER: Defendants admit the allegations contained in Paragraph 7.

8. Caroline McGuire and William McGuire are a married couple, who own real property in McHenry, McHenry County, Illinois ("the Property").

ANSWER: Defendants admit the allegations contained in Paragraph 8.

9. David Gagon [sic] is Caroline's son and William's stepson.

ANSWER: Defendants admit the allegations contained in Paragraph 9.

10. On June 28, 2011, at the Property, Gagnon was operating a chainsaw to remove branches from a tree and cut it down on the Property.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10.

11. The McGuire's purchased and owned the chainsaw that was being utilized to trim, remove branches, and cut down the tree.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11.

12. Dulberg was invited to the McGuire's property to see if he wanted any of the wood from the tree.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12.

13. William physically assisted with cutting down the tree and, then, later supervised Gagnon's actions.

ANSWER: Defendants deny the allegations contained in Paragraph 13.

14. Caroline supervised Gagnon's and William's actions.

ANSWER: Defendants deny the allegations contained in Paragraph 14.

15. Gagnon and the McGuires asked Dulberg to assist with trimming and removal of the tree.

ANSWER: Defendants deny the allegations contained in Paragraph 15.

16. Gagnon was acting on behalf of Caroline and William and at their direction.

ANSWER: Defendants deny the allegations contained in Paragraph 16.

17. Caroline, William, and Gagnon all knew or show [sic] have known that a chainsaw was dangerous and to take appropriate precautions when utilizing the chain saw.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17.

18. The safety information was readily available to Caroline and William as the safety instructions are included with the purchase of the chainsaw.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18.

19. It is reasonably foreseeable that the failure to take appropriate caution and safety measures could result in serious injury.

ANSWER: Paragraph 19 calls for legal conclusions, to which no answer need be given. To the extent that an answer is required, Defendants deny the allegations contained in Paragraph 19.

20. The likelihood of injury when not properly utilizing the chainsaw or not following the safety precautions is very high.

ANSWER: Paragraph 20 calls for legal conclusions, to which no answer need be given. To the extent that an answer is required, Defendants deny the allegations contained in Paragraph 20.

21. The safety instructions outlined are easy to follow and do not place a large burden on the operator of the chainsaw or the owner of the property.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21.

22. Caroline, William, and Gagnon had a duty to exercise appropriate caution and follow the safety instructions for the chainsaw.

ANSWER: Paragraph 22 calls for legal conclusions, to which no answer need be given. To the extent that an answer is required, Defendants deny the allegations contained in Paragraph 22.

23. Caroline, William, and Gagnon breached that duty by either not exercising appropriate care, failing to follow the safety instructions, or failing to instruct Gagnon to exercise appropriate care and/or follow the safety instructions.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23.

24. Caroline and William, owners of the property and the chainsaw, instructed Gagnon to use the chain saw despite Gagnon not being a [sic] trained in operating the chainsaw.

ANSWER: Defendants deny the allegations contained in Paragraph 24.

25. Gagnon was operating the chain saw in close proximity to Dulberg.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25.

26. Neither Gagnon nor Dulberg were provided protective equipment when operating or assisting with operating the chainsaw.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26.

27. Gagnon failed to utilize the chainsaw in compliance with the safety measures outlined in the owner's manual.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27.

28. Caroline and William failed to instruct and require that Gagnon utilize the chainsaw only in compliance with the safety measures outlined in the owner's manual.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28.

29. Gagnon lost control of the chainsaw that he was using and it struck Dulberg in the right arm, cutting him severely.

ANSWER: Defendants deny the allegations contained in Paragraph 29.

30. Dulberg incurred substantial and catastrophic injuries, including, but not limited to, pain and suffering, loss of use of his right arm, current and future medical expenses in amount in excess of \$260,000, lost wages in excess of \$250,000, and other damages.

ANSWER: Defendants deny the allegations contained in Paragraph 30.

31. In May 2012, Dulberg hired Mast and Popovich to represent him in prosecuting his claims against Gagnon and the McGuires. **Exhibit A.**

ANSWER: Defendants admit only that in May 2012, Dulberg hired Popovich to represent him in prosecuting his claims against Gagnon and the McGuires.

32. Mast and Popovich, on behalf of Dulberg filed a complaint against Gagnon and the McGuires. **Exhibit B.**

ANSWER: Defendants admit only that Popovich, on behalf of Dulberg filed a complaint against Gagnon and the McGuires. Defendants deny the remainder of the allegations contained in Paragraph 32.

33. Mast and Popovich entered into an attorney client relationship with Dulberg.

ANSWER: Defendants admit only that Popovich entered into an attorney client relationship with Dulberg. Defendants deny the remainder of the allegations contained in Paragraph 33.

34. Based upon the attorney client relationship, Mast and Popovich owed professional duties to Dulberg, including to a duty of care.

ANSWER: Paragraph 34 calls for legal conclusions, to which no answer need be given. To the extent that an answer is required, Defendants deny the allegations contained in Paragraph 34.

35. On behalf of Dulberg, Mast and Popovich prosecuted claims against both Gagnon and the McGuire's.

ANSWER: Defendants admit the allegations contained in Paragraph 35.

36. The claims against Gagnon were resolved later through binding mediation with new counsel.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36.

37. The claims against the McGuires included (a) common law premises liability, (b) statutory premises liability, (c) common law negligence, and (d) vicarious liability for the acts of their son and agent.

ANSWER: Defendants admit only that the allegations made in the complaint stand for themselves. Defendants deny the remainder of the allegations contained in Paragraph 37.

38. In late 2013 or early, Mast urged Dulberg to settle the claims against the McGuire's for \$5,000.

ANSWER: Defendants deny the allegations contained in Paragraph 38.

39. On November 18, 2013, Mast wrote two emails to Dulberg urging Dulberg to accept the \$5,000.00, "the McGuire's atty has offered us (you) \$5,000 in full settlement of the claim against the McGuires only. As we discussed, they have no liability in the case for what Dave did as property owners. So they will likely get out of the case on a motion at some point, so my suggestion is to take the \$5,000 now. You probably won't see any of it due to liens etc. but it will offset the costs deducted from any eventual recovery...." * * * "So if we do not accept their \$5,000 they will simply file a motion and get out of the case for free. That's the only other option is letting them file motion getting out of the case". (See Emails attached as **Group Exhibit C.**)

ANSWER: Defendants admit only that Mast authored emails contained in Group Exhibit C. Defendants deny that Plaintiff has completely and accurately transcribed the emails into paragraph 39.

40. Similarly, on November 20, 2013, Mast emailed Dulberg urging him to accept the \$5,000.00 otherwise "the McGuires will get out for FREE on a motion." (See Emails attached as **Group Exhibit C.**)

ANSWER: Defendants admit only that Mast authored emails contained in Group Exhibit C. Defendants deny that Plaintiff has completely and accurately transcribed the emails into paragraph 40.

41. On or around December 2013 or January 2014, Mast met with Dulberg and again advised them [sic] there was no cause of action against William McGuire and Caroline McGuire, and verbally told Dulberg that he had no choice but to execute a release in favor of the McGuires for the sum of \$5,000.00 and if he did not, he would get nothing.

ANSWER: Defendants admit that on or around December 2013 or January 2014 Mast met with Dulberg, but deny that Mast told Dulberg he had no choice but to execute a release in favor of the McGuires for the sum of \$5,000.00 and if he did not, he would get nothing.

42. During that same time frame, Mast advised Dulberg that the Restatement of Torts 318 was the only mechanism to recover from the McGuires and that Illinois did not recognize the Restate of Torts 318, thus Dulberg did not have any viable claims against the McGuires.

ANSWER: Defendants deny the allegations contained in Paragraph 42.

43. Mast failed to advise or inform Dulberg of other basis for recovery against the McGuires.

ANSWER: Defendants deny the allegations contained in Paragraph 43.

44. Based upon Mast's erroneously [sic] advice that Dulberg's claims against the McGuire's were not viable and that Dulberg would not recover if he pursued the claims, Dulberg settled with the McGuire's and their insurance company, Auto-Owners Insurance Company, for \$5,000, which included a release of all claims against the McGuire's and claim for indemnification under the McGuire's insurance policy. **Exhibit D (Settlement).**

ANSWER: Defendants deny the allegations contained in Paragraph 44.

45. Mast also told Dulberg that Gagnon's insurance policy was limited to \$100,000.

ANSWER: Defendants admit only that if information regarding Gagnon's insurance policy being limited to \$100,000 was provided, it was gleaned from communications with defense counsel.

46. From 2013 forward, Mast and Popovich represented repeatedly to Dulberg that there was no possibility of any liability against William and/or Caroline McGuire and/or Auto-Owners Insurance Company, and led Dulberg to believe that the matter was being properly handled.

ANSWER: Defendants admit the allegations contained in Paragraph 46.

47. Mast also reassured Dulberg that Dulberg would be able to receive the full amount of any eventual recovery from Gagnon.

ANSWER: Defendants deny the allegations contained in Paragraph 47.

48. After accepting the \$5,000 settlement, Dulberg wrote Mast an email on January 29, 2014 stating “I trust your judgment.” (See Email attached as **Exhibit E.**)

ANSWER: Defendants admit only that Dulberg authored emails contained in Group Exhibit E. Defendants deny that Plaintiff has completely and accurately transcribed the emails into paragraph 48.

49. Mast and Popovich continued to represent Dulberg into 2015 and continuously assured him that his case was being handled properly.

ANSWER: Defendants admit only that Popovich continued to represent Dulberg into 2015, and that Mast was the primary handling attorney. Defendants deny the remainder of the allegations contained in Paragraph 49.

50. The McGuires owned their home, had homeowner’s insurance, and had other property that could have been utilized to pay a judgment against them and in favor of Dulberg.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50.

51. Dulberg cooperated with and appropriately assisted Mast and Popovich in prosecuting the claims against Gagnon and the McGuires.

ANSWER: Defendants deny the allegations contained in Paragraph 51.

52. In December of 2016, Dulberg participated in binding mediation related to his claims against Gagnon.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52.

53. In December of 2016, Dulberg was awarded a gross amount of \$660,000 and a net award of \$561,000 after his contributory negligence was considered.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53.

54. Dulberg was only able to recovery approximately \$300,000 of the award from Gagnon's insurance and was unable to collect from Gagnon personally.

ANSWER: Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54.

55. Only after Dulberg obtained an award against Gagnon did he discover that his claims against the McGuires were viable and valuable.

ANSWER: Defendants deny the allegations contained in Paragraph 55.

56. Following the execution of the mediation agreement and the final mediation award, Dulberg realized for the first time in December of 2016 that the information Mast and Popovich had given Dulberg was false and misleading, and that in fact, the dismissal of the McGuires was a serious and substantial mistake.

ANSWER: Defendants deny the allegations contained in Paragraph 56.

57. It was not until the mediation in December 2016, based on the expert's opinions that Dulberg retained for the mediation, that Dulberg became reasonably aware that Mast and Popovich did not properly represent him by pressuring and coercing him to accept a settlement for \$5,000.00 on an "all or nothing" basis.

ANSWER: Defendants deny the allegations contained in Paragraph 57.

58. Mast and Popovich, jointly and severally, breached the duties owed Dulberg by violating the standard of care owed Dulberg in the following ways and respects:

- (a) failed to fully and properly investigate the claims and/or basis for liability against the McGuires;
- (b) failed to properly obtain information through discovery regarding McGuires assets, insurance coverages, and/or ability to pay a judgement and/or settlement against them;

- (c) failed to accurately advise Dulberg of the McGuires' and Gagnon's insurance coverage related to the claims against them and/or Dulberg's ability to recover through McGuires' and Gagnon's insurance policies, including, but not limited to, incorrectly informing Dulberg that Gagnon's insurance policy was "only \$100,000" and no insurance company would pay close to that;
- (d) failed to take such actions as were necessary during their respective representation of Dulberg to fix liability against the property owners of the subject property (the McGuires) who employed and/or were principals of Gagnon, and who sought the assistance Dulberg by for example failing to obtain an expert;
- (e) failed to accurately advise Dulberg regarding the McGuires' liability, likelihood of success of claims against the McGuires, the McGuires' ability [sic] pay any judgment or settlement against them through insurance or other assets, and/or necessity of prosecuting the [sic] all the claims against both the McGuires and Gagnon in order to obtain a full recovery;
- (f) Coerced Dulberg, verbally and through emails, into accepting a settlement with the McGuires for \$5,000 by misleading Dulberg into believing that he had no other choice but to accept the settlement or else "The McGuires will get out for FREE on a motion."

ANSWER: Defendants deny the allegations contained in Paragraph 58 and subparagraphs (a) through (f) inclusive.

59. As a direct result of Mast and Popovich's wrongful actions, Dulberg suffered serious and substantial damages, not only as a result of the injury as set forth in the binding mediation award, but due to the direct actions of Mast and Popovich in urging Dulberg to release the McGuires, lost the sum of well over \$300,000.00 which would not have occurred but for the acts of Mast and The Law Offices of Thomas Popovich, P.C.

ANSWER: Defendants deny the allegations contained in Paragraph 59.

WHEREFORE, Defendants, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, respectfully request that this Court grant judgment in their favor, and against Plaintiff, and for any further relief that this Court deems fair and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE: CONTRIBUTORY NEGLIGENCE

1. Plaintiff filed a one count Complaint, sounding in negligence, alleging that Defendants failed to properly represent him in the prosecution of a personal injury case, as more fully stated in the Second Amended Complaint, which is incorporated herein.

2. Plaintiff's damages, if any, were due to Plaintiff's own fault. In the event Defendants are held liable, any damages awarded to Plaintiff must be reduced by Plaintiff's proximate share of liability. The Plaintiff was negligent and caused his injuries in the following ways:

- (a) Failed to seek outside counsel if he was reluctant to settle the underlying case with the McGuires.
- (b) Provided Mast and Popovich with authority to make a settlement demand against the McGuires for less than \$100,000.
- (c) Received a written settlement agreement from the McGuires, forwarded by U.S. Mail from Mast, examined it, deliberated upon it, accepted it, signed it, and mailed it back to Mast.
- (d) Retained successor counsel after Mast and Popovich withdrew, and agreed to a "high-low" agreement at a binding mediation which limited Dulberg's potential recovery against the remaining Defendant, Gagnon.

3. If Plaintiff's contributing fault is found to be more than 50% of the proximate cause of the injury or damage, then Plaintiff shall be barred from recovering any damages whatsoever.

WHEREFORE, Defendants, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST, respectfully request that any damages awarded to Plaintiff, be reduced by Plaintiff's proximate share of liability or, if such share is more than 50%, be barred in its entirety.

SECOND AFFIRMATIVE DEFENSE – STATUTE OF LIMITATIONS

1. In Plaintiff's Complaint, it alleges that The Law Offices of Thomas J. Popovich, P.C. and Hans Mast failed to adequately represent him in the action captioned, *Paul Dulberg, Plaintiff v. David Gagnon, et al., Defendants*, Case No. 12 LA 178, McHenry County, Illinois (the 'Underlying Action').

2. Plaintiff's damages, if any, were due to Plaintiff's own fault. In the event Defendants are held liable, any damages awarded to Plaintiff must be reduced by Plaintiff's proximate share of liability. The Plaintiff was negligent and caused his injuries in the following ways:

- (a) Failed to seek outside counsel if he was reluctant to settle the underlying case with the McGuires.
- (b) Provided Mast and Popovich with authority to make a settlement demand against the McGuires for less than \$100,000.
- (c) Received a written settlement agreement from the McGuires, forwarded by U.S. Mail from Mast, examined it, deliberated upon it, accepted it, signed it, and mailed it back to Mast.
- (d) Retained successor counsel after Mast and Popovich withdrew, and agreed to a "high-low" agreement at a binding mediation which limited Dulberg's potential recovery against the remaining Defendant, Gagnon.

3. Plaintiff, however, did not file this action until November 28, 2017, more than two years after the applicable statute of limitations had run.

4. Accordingly, this matter is time-barred.

WHEREFORE, Defendants, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST, respectfully request that Plaintiff be completely barred from recovery under the statute of limitations.

AFFIRMATIVE DEFENSES

THIRD AFFIRMATIVE DEFENSE: PROXIMATE CAUSE

1. Plaintiff filed a one count Complaint, sounding in negligence, alleging that Defendants failed to properly represent him in the prosecution of a personal injury case, as more fully stated in the Second Amended Complaint, which is incorporated herein.

2. Plaintiff retained successor counsel after Popovich and Mast withdrew. To the extent that any malpractice occurred during Dulberg's representation by the Popovich firm or its agents, which is expressly denied, and to the extent that any malpractice or proximately caused damages could have been remedied by Dulberg and his successor counsel, then Mast and Popovich can never be found to be the proximate cause of Dulberg's damages.

WHEREFORE, Defendants, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST, respectfully request that judgment be entered on their behalf and against Plaintiff, Dulberg.

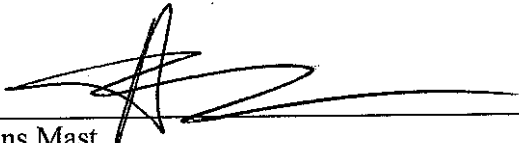
/s/ George K. Flynn

GEORGE K. FLYNN
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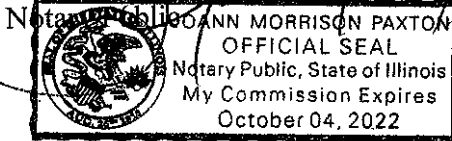
AFFIDAVIT OF INSUFFICIENT KNOWLEDGE

Hans Mast, after being duly sworn, deposes and says that he has read the foregoing **Defendant's Answer and Affirmative Defenses to Plaintiff's Second Amended Complaint at Law**; and has reviewed the Answer; and that the answers and allegations of insufficient knowledge contained within the Answer filed on behalf of Defendants, are true and correct to the best of his knowledge and belief.



Hans Mast

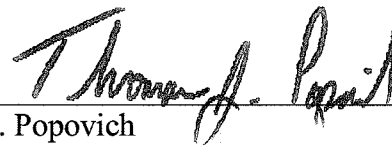
Subscribed and sworn to before me
this 1st day of March 2019.



AFFIDAVIT OF INSUFFICIENT KNOWLEDGE

Thomas J. Popovich, after being duly sworn, deposes and says that he has read the foregoing **Defendant's Answer and Affirmative Defenses to Plaintiff's Second Amended Complaint at Law**; and has reviewed the Answer; and that the answers and allegations of insufficient knowledge contained within the Answer filed on behalf of Defendants, are true and correct to the best of his knowledge and belief.

The Law Offices of Thomas J. Popovich, P.C.

By: 
Thomas J. Popovich

Subscribed and sworn to before me
this ____ day of January, 2019.

Notary Public

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was served electronically via the Clerk's Office e-filing system and by emailing a copy to counsel of record on the 11th day of March 2019 before the hour of 5:00 p.m. as follows:

Edward X. Clinton, Jr.
Julia C. Williams
The Clinton Law Firm
111 W. Washington Street, Suite 1437
Chicago, IL 60602
ed@clintonlaw.net
juliawilliams@clintonlaw.net

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Certificate of Service are true and correct.

/s/ Linda Walters

Linda Walters