REPORTS

OF

Cases Argued and Determined

IN THE

COURT of CLAIMS

OF THE

STATE OF ILLINOIS

VOLUME 52

Containing cases in which opinions were filed and
orders of dismissal entered, without opinion
for: Fiscal Year 2000—July 1, 1999-June 30, 2000

SPRINGFIELD, ILLINOIS
2001

(Printed by authority of the State of Illinois)
(PRT 3190048—300—7/01)

PREFACE

The opinions of the Court of Claims reported herein are published by authority of the provisions of Section 18 of the Court of Claims Act, 705 ILCS 505/1 *et seq*., formerly Ill. Rev. Stat. 1991, ch. 37, par. 439.1 *et seq*.

The Court of Claims has exclusive jurisdiction to hear and determine the following matters: (a) all claims against the State of Illinois founded upon any law of the State, or upon any regulation thereunder by an executive or administrative officer or agency, other than claims arising under the Workers' Compensation Act or the Workers' Occupational Diseases Act, or claims for certain expenses in civil litigation, (b) all claims against the State founded upon any contract entered into with the State, (c) all claims against the State for time unjustly served in prisons of this State where the persons imprisoned shall receive a pardon from the Governor stating that such pardon is issued on the grounds of innocence of the crime for which they were imprisoned, (d) all claims against the State in cases sounding in tort, (e) all claims for recoupment made by the State against any Claimant, (f) certain claims to compel replacement of a lost or destroyed State warrant, (g) certain claims based on torts by escaped inmates of State institutions, (h) certain representation and indemnification cases, (i) all claims pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics, Firemen & State Employees Compensation Act, (j) all claims pursuant to the Illinois National Guardsman's Compensation Act, and (k) all claims pursuant to the Crime Victims Compensation Act.

A large number of claims contained in this volume have not been reported in full due to quantity and general similarity of content. These claims have been listed according to the type of claim or disposition. The categories they fall within include: claims in which orders of awards or orders of dismissal were entered without opinions, claims based on lapsed appropriations, certain State employees' back salary claims, prisoners and inmates-missing property claims, claims in which orders and opinions of denial were entered without opinions, refund cases, medical vendor claims, Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics, Firemen & State Employees Compensation Act claims and certain claims based on the Crime Victims Compensation Act. However, any claim which is of the nature of any of the above categories, but which also may have value as precedent, has been reported in full.

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Judge - November 9, 1994—February 8, 1999
Judge - February 28, 1984—June 1, 1992

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June 1, 1992—

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June 20, 1994—

FREDERICK J. HESS, Judge
Belleville, Illinois
January 21, 1997—

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Chicago, Illinois
May 1, 1991—

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Jacksonville, Illinois
February 24, 1993—

RANDY PATCHETT, Judge
Marion, Illinois
March 26, 1985—January 17, 1997
February 8, 1999—

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Springfield, Illinois
May 1, 1999—

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CASES ARGUED AND DETERMINED IN THE COURT OF CLAIMS OF THE STATE OF ILLINOIS

REPORTED OPINIONS

FISCAL YEAR 2000

(July 1, 1999 through June 30, 2000)

(No. 87-CC-1795—Claimant awarded $2,500.)

TERRY WILLIAMS, a/k/a VINCER MITCHELL, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 2, 1999.

STUART JOSHUA HOLT, for Claimant.

JIM E. RYAN, Attorney General (WARREN BENNING, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*State owes duty to provide inmates with reasonably safe conditions.* The State owes a duty to inmates of its penal institutions to provide them with reasonably safe conditions, and when an injury has been caused by something under the management of the State and the injury is one that, in the ordinary course of events, would not have happened if the State had exercised proper care, the accident itself affords reasonable evidence, in the absence of an explanation, that the accident arose from the State's want of care.

SAME—*fan cover fell on inmate—State liable.* Damages were awarded to an inmate who was injured in the prison dining room when a fan cover fell and struck him in the back since, although a State employee testified that inmates often attempted to remove the metal fan covers in order to make weapons, there was no evidence that the Claimant had been involved in any such effort, the instrumentality causing the Claimant's injury was within the control of the State and the injury would not have occurred if the State had exercised proper care.

OPINION

RAUCCI, C.J.

This is a prisoner tort action arising out of an incident which allegedly occurred on June 10, 1986, at the Illinois State Penitentiary in Pontiac, Illinois, where the Claimant was incarcerated. Claimant alleges that while on his work assignment duty in the upper inmate dining room at Pontiac, the front cover of a fan fixture fell, striking him on his back and that he sustained serious injuries. Claimant alleges that Respondent, State of Illinois, was under a duty to maintain in a suitable safe condition the building and its fixtures, including the covers on the fan fixtures so that they would not fall and injure persons occupying the premises.

At trial, Williams appeared *pro se* and stated that he preferred to be addressed as Vincer Mitchell. Since this claim was filed at a time when he was known as Terry Williams, we will continue to refer to Claimant as Terry Williams.

Mr. Williams explained that his attorney, Mr. Stewart J. Holt of Chicago, Illinois, had made contact with him and he had been advised that Mr. Holt would not appear for the hearing. Williams acknowledged that his attorney had encouraged him to proceed *pro se* or to retain a local attorney. Mr. Williams announced his readiness to proceed. Williams said that he was at Pontiac Correctional Center in the "chow hall playing cards" when a fan cover fell from the ceiling and hit Claimant in the back. Claimant was taken to an outside hospital, put in traction for three days and returned to Pontiac. Shortly before the incident, Claimant had been moved to Pontiac from Jacksonville Correctional Center where Claimant had undergone an operation on his lower back. Claimant said that

he believed that the fan "rotated" and hit the wall and then the fan cover fell "a good 15 feet" and struck him. Claimant estimated the size of the fan cover to be about the size of a 15 inch tire for an automobile and that its weight was 10, 15 or 20 pounds. Claimant assumed that the fan cover as made of steel as opposed to plastic.

Claimant contends that after he was returned to Pontiac, he was placed in the Pontiac Hospital for back therapy. He also says that he was returned to the outside hospital on several occasions, the number of which he was uncertain about. Claimant said that, during the time he was being taken to an outside hospital for treatment from the Pontiac Correctional Center, he was having numbness from his lower hip down to his toe on the left side. On occasion he was in so much pain he couldn't walk up the stairs and was "bent."

Claimant was put on medical leave and never returned to prison employment after the incident.

Claimant's treatment continued while he was at Pontiac by his being taken to outside hospitals over a period of two or three months. At such time as Claimant ceased being taken to outside hospitals for therapy, his medical treatment at Pontiac ceased.

During a time after Claimant was discharged from the Department of Corrections, he was examined by Dr. Gleason. At the time of the examination while Claimant was "on the street," Claimant was not receiving medical treatment but was taking Motrin. While out of prison, he worked at the Chicago Yacht Service for about a year and a half detailing (cleaning) boats. His employment terminated because Claimant "wasn't getting along with certain people on the job." Claimant also worked at O'Hare Airport where he "checked on security" but he contends he

lost that job because "the standing up caused tension" on his lower back. Claimant was last treated for the injury in 1996 after his re-incarceration, when he was given steroid shots in his back at Graham Correctional Center. The steroid shots helped. At the time of the hearing, Claimant testified he has problems only when he sleeps a certain way and lays on his stomach or his right side. If he picks anything up that is heavy, he gets a pain from his lower left hip all the way down to his left big toe. Claimant recalls that when he was actively being treated by physicians he was restricted to lifting nothing over 50 pounds.

The surgery Claimant had at Jacksonville prior to his injury in this case was because he couldn't straighten up due to a ruptured disk in his lower back. Claimant said his ruptured disk wasn't as a result of an accident, but just deterioration. Claimant was on the boxing team and did not believe the boxing ruptured the disk.

At the time of hearing, Claimant was 37 years of age, 5 feet, 9 inches tall, weighing 140 pounds. Claimant testified that his weight had not varied over five pounds from the time of the incident in 1986 to the present.

Claimant testified that, after his initial surgery at Jacksonville, he was cured and was able to straighten up and didn't feel that he had any problems. Claimant admitted that he underwent no surgery after the fan cover fell and struck his back, but was only taken back and forth to the outside hospital and given shots in his lower back for pain.

Claimant testified that he sustained a long laceration and resulting scar across his back where the fan cover struck him. It was not sutured.

Claimant had no medical expense as a result of the injury, as all of it was paid by the Department of Corrections.

Edward W. Grant, a chief electrician at the Pontiac Correctional Center, testified on behalf of Respondent. Grant had worked at Pontiac for 24 years. Grant described the fan in question as a 24-inch stationary mounted, three-blade Dayton fan. Grant testified that the fans are stationary and do not oscillate. Grant testified that the maintenance problems with the fans came from the fact that the "grates" were getting knocked off by the prisoners so that pieces of the "grates" could be used for weapons. The wire on the front of the fan is very hard and makes a good weapon. Grant testified, "that was the maintenance problem with these fans." Grant testified that the front of the fan would weigh from five to seven pounds. Grant testified that he determined that the fan cover came off because somebody bent it with something heavy, like a mop handle.

In questioning by the Commissioner, Grant testified that the fan covers can't just "come off" but must be "broke loose" first.

Lt. Larry Crosiar was called and testified on behalf of Respondent. At the time of his incident he was a "feed Lieutenant" running feeds which included making sure the dining room was clean and the chow lines called in the correct order. Prior to Claimant's injury there had been no complaints made as to the fans in the dining hall. Daily inspections are made of the whole dining room and kitchen area, and there is a weekly summary report which would include the fans. Inmates were known to attempt to steal pieces of the fans to make weapons. Crosiar did not remember the incident where it was alleged that Claimant was injured. Inspections of the dining room including the fans were done nightly whether Lt. Crosiar was there or not.

Ronald Gruber was called and testified on behalf of Respondent. Gruber was in charge of medical records at

Pontiac at the time of Claimant's injury. The records showed that Claimant underwent a laminectomy in September of 1985. No restrictions were placed on the Claimant. The records revealed that on June 10, 1986, there was an injury report which stated that part of a fan cover fell on the Claimant's back causing him to be sent to the local emergency room at St. James Hospital and examined. The records reveal that a contusion was noted in the area of the Claimant's lower back. Gruber testified that a contusion was a black and blue area. Gruber testified from the records that Claimant's final diagnosis was lumbosacral sprain and contusion of the back. He had been admitted on June 10, 1986, and discharged June 13, 1986.

After he was discharged, Claimant was sent out "multiple times on medical furloughs" for evaluation. Claimant was ultimately seen by Dr. Sinha, the surgeon who had seen him prior to the incident of the fan falling on him. Sinha's summary contained a clinical impression that Claimant suffered from chronic lumbosacral sprain. Gruber testified that Claimant had a lot of testing. The testing, according to the specialist Dr. Sinha, revealed that according to the CAT scans, findings were non-specific, the MRI was normal, and the routine X-rays of the spine and pelvis were all within normal limits. Gruber had no information after March 3, 1988.

On questioning by the Commissioner, Gruber testified that the original notes from the emergency room where Claimant was taken after the alleged injury made no mention of a laceration.

On cross-examination by Claimant Williams, Gruber testified that he was seen at the emergency room by Dr. Managat. The examination notes from the emergency room reflect that Claimant suffered severe tenderness MW paraspinal muscle spasms starting from L-1, S-1, but

that the other tests were essentially negative, and that the Claimant should be retained for observation.

The evidence deposition of Dr. John F. Gleason was taken August 28, 1995, and admitted as Respondent's exhibit C. Gleason testified that, at the time he first saw Williams on August 19, 1993, a history was taken of the accident and Williams' prior stories of his medical background. Williams testified that early in 1986 while incarcerated, he was sitting and a ceiling fan fell and landed in the middle of his back. Gleason testified at length as to Williams' complaints. On examination, Gleason found there was some straightening of Williams' normal lumbar lordosis. Williams had sustained no gluteal atrophy. Gleason testified that the results of the tests on Williams were that "it was a normal finding." There were no restrictions. Gleason's extensive examination of Williams on August 19, 1993, concluded that his symptoms were consistent with someone who had had a laminectomy in his low back but was otherwise normal, and would result in no restrictions related or secondary to the fan striking his upper back. All restrictions were secondary to the surgery of 1985, before he was struck on the back. The laceration on his left upper lumbar area and the tenderness at that site were secondary to the fan striking the Claimant. There were two injuries and two separate areas.

A second evidence deposition was taken of Dr. Gleason on May 20, 1996. Subsequent to his first deposition, Dr. Gleason was given medical records on Claimant from the Claimant's partial laminectomy on September 25, 1985, which was necessitated by a ruptured L-5, S-1 disk on the left side. After reviewing the record, Dr. Gleason formed an opinion which he gave in writing as Respondent's exhibit no. 2. Exhibit no. 2 made clear the fact that the review of the data from the earlier surgery

did not alter Gleason's opinion expressed in his independent medical examination on August 19, 1993. In the second deposition, Gleason testified that Claimant's occasional mid- and low-back pain may be linked secondarily to the fan cover incident.

Claimant waived briefing.

The evidence in this case established that an accident occurred which caused physical injury to the Claimant as a result of an instrumentality that is under the control of the State. This Court has repeatedly held that the State of Illinois owes a duty to inmates of its penal institutions to provide them with reasonably safe conditions. (*Reddock v. State* (1978), 32 Ill. Ct. Cl. 611; *Thomas v. State* (1987), 40 Ill. Ct. Cl. 188, 190.) When an injury has been caused by something under the management of the State, and the injury is one that, in the ordinary course of events, would not have happened if the State had exercised proper care, the accident itself affords reasonable evidence, in the absence of an explanation, that the accident arose from the State's want of due care. (*Thornton v. State* (1993), 45 Ill. Ct. Cl. 272, 275.) This would be particularly true when the State has notice of potential defective conditions that could cause an injury. (See *Thornton, supra*, p. 275.) In *Holt v. State* (1990), 43 Ill. Ct. Cl. 195, a window fell on the Claimant's hand, severing a finger. The claim was based on the theory that the prison guard's knowledge of the use of a stick to prop the window open created liability on the part of Respondent. This Court pointed out that it has been previously held that the State owes a duty to inmates of its penal institutions to provide them with safe conditions under which to perform their assigned work. (*Reddock v. State, supra*; *West v. State* (1977), 31 Ill. Ct. Cl. 340; *Spears v. State* (1985), 37 Ill. Ct. Cl. 164.) This Court concludes that the

State owes a duty to inmates to provide them with a safe place to live.

The evidence in this case establishes that the fan is a permanently mounted fixture out of the normal reach of inmates to provide air movement in the area where the inmates eat. The evidence adduced by the State established that the guards in charge of the area were aware that inmates attempt to remove the covers from these fans with the use of broom or mop handles, so that weapons can be made from the metal in the covers. Inspections were said to be conducted daily.

In the case at bar there is absolutely no evidence that the Claimant in this case was involved in any effort to remove the cover, but was simply present in the dining room, unluckily beneath the area where the fan was located. The evidence is undisputed that the fan cover fell causing injury to Claimant's back. There is also no doubt that the fan cover would not have fallen from its position on the fan had there not been damage done to the fan by the actions of other inmates. Apparently Respondent seeks to avoid liability in this case on the theory that, since the fan cover would not have fallen but for the illegal and destructive acts of inmates generally, the State should not be held liable when the fan cover falls, striking an otherwise innocent inmate.

It is the finding of this Court that the State is liable for Claimant's injuries sustained in this accident. The instrumentality causing the injury to Claimant's "upper lower back" was within the control of Respondent, and this injury would not have occurred if the fan cover had not been loose, thereby allowing it to fall on the Claimant.

A more difficult question for the Claimant exists in the measure of Claimant's injuries.

Claimant would have this Court believe that the 1985 surgery undertaken by Claimant was a complete success and left Claimant with no symptoms whatsoever relating to his back. He would have this Court believe that all of the symptoms which he now claims to endure are related to the injury caused by the fan cover falling on his back. Unfortunately, the expert testimony of Dr. Gleason in two separate evidence depositions establishes clearly that any symptoms of which Claimant complains at the present are related to the earlier laminectomy and not any injury sustained in the accident which gives rise to this claim. The most that Dr. Gleason would say in respect to symptoms reasonably related to the injury caused by the fan cover is that Claimant may feel mild discomfort from time to time as a result of the scar tissue in the area of the location where the Claimant's back was struck. The examination given by Dr. Gleason to the Claimant was exhaustive and was negative in the sense that Gleason's findings were all within normal range. The medical evidence does not support Claimant's contentions respecting the symptoms from which he now contends he suffers. Despite the fact that the injury sustained by Claimant is relatively minor, Claimant is entitled to an award of damages.

We find that Claimant is entitled to an award of $2,500.

It is therefore ordered, adjudged and decreed that Claimant is awarded two thousand five hundred and no/100 ($2,500) dollars in full and complete satisfaction of this claim.

(No. 87-CC-3545—Claim denied.)

MELVIN WILLIAMS-EL, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 2, 1999.

ROBERT M. HODGE, for Claimant.

JIM E. RYAN, Attorney General (MARK E. MCCULLOUGH, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*medical malpractice—elements of action.* To prevail in a medical negligence action, the Claimant must prove, by a preponderance of the evidence, the standard of care by which the Respondent's conduct is to be measured, that Respondent deviated from the standard of care and that Respondent's deviation was a proximate cause of Claimant's injury, and allegations of improper medical care must be proven by expert testimony.

SAME—*medical malpractice and battery claims denied.* Where an inmate filed medical malpractice and battery claims against the State due to an incident in which the inmate was maced after setting a fire in front of his cell because he was not allowed to keep an appointment with an eye doctor, the inmate failed to meet his burden of proof in the medical malpractice claim where he presented no expert testimony and did not show that missing his doctor's appointment caused him any injury, and the battery claim was denied because, given the inmate's conduct in intentionally setting a fire, the evidence did not establish the State's excessive use of force in spraying the inmate with mace.

OPINION

FREDERICK, J.

This cause comes before the Court on Claimant's second amended complaint which was filed on April 4, 1995. Claimant, an inmate of the Illinois Department of Corrections, alleged that on March 12, 1987, Captain Bosen canceled Claimant's sick pass. Claimant attempted to have Captain Bosen allow him to see the eye doctor but Claimant's request was refused. Claimant further alleged that he then set a small fire in front of his cell to try to secure the attention of the superintendent of the cell house

to Claimant's situation. Claimant was then maced by Captain Bosen. Claimant seeks compensation of $5,000 for the deprivation of medical care and for being maced, all of which allegedly caused pain and suffering to Claimant's eye. The cause was tried before Commissioner Ufkes.

The Facts

Pursuant to a request for admission of fact, the Respondent admitted the following facts:

That the Claimant, Melvin Williams-El, register no. A-01181, was at all times mentioned in the second amended complaint, a prisoner of the State of Illinois and in the care and custody of the Illinois Department of Corrections. Claimant was confined to the Pontiac Correctional Center, Pontiac, Illinois, and housed in the north cell house. Pontiac Correctional Center is a maximum security institution and is operated under the laws of the State of Illinois. The State of Illinois is the sole owner of the grounds, buildings, and other tangible property that make up the Pontiac Correctional Center. The State of Illinois is the ultimate employer of the security and administrative employees of the Illinois Department of Corrections and the employees are acting as agents and/or servants of the State of Illinois in their official duties as employees of the Illinois Department of Corrections.

Between March 3 and March 7, 1987, Claimant was prescribed both eye drops and Tylenol #3 by medical personnel of the Pontiac Correctional Center for a medical condition involving Claimant's right eye. Claimant had a prescription for dark glasses while incarcerated at Pontiac Correctional Center and Claimant was to see an eye doctor for problems with his right eye. Claimant was scheduled to see an eye doctor on March 12, 1987, by medical personnel of the Pontiac Correctional Center.

On March 12, 1987, the Pontiac Correctional Center was under lockdown conditions, which had no relation to Claimant's medical condition. Captain Bosen held the rank of captain. Claimant started his cell on fire. Claimant was subjected to a burst of "mace." Captain Bosen, who was acting in his official capacity as an agent and/or servant of the State of Illinois and employee of the Illinois Department of Corrections did, on March 12, 1987, write an "Inmate Disciplinary Report" against the Claimant, which reflects the fact that Claimant was "maced" while locked within his cell.

Claimant testified at trial that about a week before March 12, 1987, he was having pain in his eye and blurred vision. He went to the hospital and saw an eye doctor who filled out a special pass for Claimant to have dark glasses. Claimant was to see the doctor again and Claimant had a pass which allowed him to see the doctor even if the institution was on lockdown. Claimant had been told he had a detached retina. The night before he was to see the doctor, the prison was put on a routine, institutional lockdown. Claimant learned the lockdown would be for three or four days. Normally during a lockdown, all medical appointments are canceled. Claimant discussed the situation with a sergeant and asked to speak to a lieutenant or captain so he could keep his doctor's appointment. The captain arrived and Claimant gave him the pass. The captain refused to allow Claimant to leave his cell because Claimant was not dying or bleeding to death. The captain said, "You won't be going today," and tore up the pass. Then, Claimant requested to see the superintendent. The captain said the superintendent was not in and so Claimant asked to see the warden. Subsequently, Claimant tore some papers out of a magazine, balled them up, set them on fire, and threw the burning pages in front of his cell.

Claimant believed that this action would bring the superintendent to his cell. The superintendent did come to Claimant's cell with the captain. Claimant explained the problem to the superintendent and showed him the copy of the pass the Claimant had retained. The captain stated he did not believe Claimant and asked to see Claimant's eye. When Claimant walked up to the bars of his cell and took his glasses off to show the captain his right eye, the captain pulled his mace out and sprayed Claimant in the face with the mace through the bars. The captain then cuffed Claimant and indicated Claimant was going to segregation. The superintendent said the captain shouldn't have done that and had Claimant seen by a doctor before Claimant was sent to segregation. Doctor Ali refused to treat Claimant before he was sent to segregation because Claimant had set a fire.

Claimant had been incarcerated for 22 years and was not sure when he started having eye problems. He had been seeing prison doctors four or five years for treatment of his eye. Claimant testified that since being maced, he has lost all the vision in his right eye. Claimant has had problems with his balance due to his loss of vision. He also has problems reading.

Incident reports by Captain Bosen indicate that when they tried to put out the fire, Claimant threatened them with a wooden stick. Claimant denied that such activity took place. Claimant also denied the allegation in Correctional Officer Bush's report that Claimant wouldn't take sick call and refused to come out of his cell and was, therefore, maced.

Claimant eventually had surgery in May of 1987 for his detached retina and the retina was repaired. Claimant started losing his sight a couple of years after the surgery. Claimant believes the macing played a part in Claimant losing complete vision in his right eye.

Dr. George Castrovillo testified for the Respondent. He was a family practitioner and not an ophthalmologist. The medical records of Claimant indicate Claimant had a medical history of eye problems dating back to 1975 when he suffered a detached retina. Claimant had a second retinal detachment in 1981. Claimant received ongoing treatment and observation for glaucoma and a cataract in the right eye since 1981. Claimant had a cataract in his right eye prior to March 12, 1987. The medical records indicate Claimant had surgery in May, 1987. Claimant noticed the loss of vision in his right eye on May 15, 1987. Prior to May 15, 1987, Claimant's visual acuity was only 1/200 in the right eye. On May 15, 1987, Claimant noticed loss of vision in his right eye unaccompanied by any recent trauma.

The medical records also indicate Claimant saw Dr. Ali on March 12, 1987, at 10:50 a.m. The medical note indicates Claimant was in no acute distress. Dr. Castrovillo further testified that he has never known of mace to cause blindness and that mace would not have any permanent effect on the eyes. Mace causes an irritation to the eyes that stings. Usually within a day, the effects are resolved. Dr. Castrovillo also stated that he doubted that the mace would have aggravated Claimant's eye condition or caused blindness to Claimant.

Correctional Lieutenant Patrick Riley testified that if an inmate set a fire and then was threatening or belligerent, the use of mace on the inmate would be appropriate. Starting a fire, even in front of one's cell, is a serious violation of institutional rules.

The Law

Claimant makes two claims. The first claim is that he was denied adequate medical care by Respondent because the Respondent's agent refused to allow him to

keep his doctor's appointment. The second claim is that Captain Bosen committed a battery on Claimant by his excessive use of force in macing Claimant.

Allegations of failure to provide reasonable medical care and treatment are allegations of medical malpractice. (*Moore v. State* (1988), 40 Ill. Ct. Cl. 254.) To prevail on a medical negligence action, the Claimant must prove, by a preponderance of the evidence, the standard of care by which Respondent's conduct is to be measured, that Respondent deviated from the standard of care, and that Respondent's deviation was a proximate cause of Claimant's injury. (*Whitehead v. State* (1998), 50 Ill. Ct. Cl. 287.) Allegations of improper medical care must be proven by expert testimony and the Court may not conclude on its own what is or what is not appropriate medical care under the circumstances of the case without the aid of such expert testimony. *Tackett v. State* (1993), 45 Ill. Ct. Cl. 334.

The Claimant must also prove his damages by a preponderance of the evidence and often expert testimony is required to prove damages. (*Harris v. State* (1989), 41 Ill. Ct. Cl. 184; *Dye v. State* (1996), 48 Ill. Ct. Cl. 452.) In this case, Claimant presented no expert testimony. Claimant has failed to meet his burden of proof of establishing the standard of care, a deviation of the standard of care, and that such deviation was a proximate cause of his injury. There was no evidence presented by Claimant to prove that missing his doctor's appointment on March 12, 1987, caused him any injury. There certainly was no evidence before the Court that proved that Claimant's eye condition was aggravated by the failure of Respondent's agent to allow Claimant to see the doctor on March 12, 1987.

Claimant's claim regarding the macing is a much closer case. The Respondent failed to call any witnesses

to directly rebut the testimony of Claimant as to the factual circumstances of the macing. However, even considering all of the testimony of Claimant and even assuming Captain Bosen to be the intemperate cretin Claimant makes him out to be, the Court must consider that Claimant intentionally set a fire in the cell block. This fire, however small, could have endangered Claimant, guards, or other inmates. Additionally, such action could have caused a serious security problem if not stopped immediately. Claimant admits he set the fire. Based on all of the evidence, we cannot say that Respondent was guilty of negligence or excessive force in using mace on Claimant while Claimant admitted setting a fire within the cell block. *Simmons v. State* (1991), 44 Ill. Ct. Cl. 304.

Additionally, Claimant has failed to prove the damages he claims from the mace by a preponderance of the evidence. Claimant failed to present any evidence that the mace aggravated his eye condition or caused the blindness in his right eye. The only evidence before the Court was that the mace did not aggravate the eye condition or cause blindness. While the Court would have given more weight to Dr. Castrovillo's testimony if he had been a specialist in diseases or conditions of the eye, we do give his testimony some weight because he was a doctor licensed to practice medicine and had been a doctor for over 35 years. His testimony was the only medical testimony before the Court and his testimony did not support Claimant's claims.

Claimant has failed to meet his burden of proving the Respondent used excessive force and has failed to prove his alleged damages by a preponderance of the evidence. For the foregoing reasons, it is the order of the Court that Claimant's claim be and hereby is denied.

(No. 88-CC-0839—Claim dismissed.)

AVA BOWLEY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed July 19, 1999.

HARVEY L. WALNER & ASSOC. (JONATHAN WALNER, of counsel), for Claimant.

JIM E. RYAN, Attorney General (EDWARD C. SEWARD III, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*negligence—State's duty of care.* While the State has a duty to exercise reasonable care in maintaining its highways so that dangerous and defective conditions do not exist, in order for a Claimant to recover for injuries suffered, she must prove by a preponderance of the evidence the existence of a dangerous condition or defect of which the State had actual or constructive notice, that the State was negligent in its duty to maintain the roadway in question, and that the State's negligence proximately caused the Claimant's injuries.

SAME—*roadway defect—constructive notice.* To establish constructive notice of a roadway defect, it must be shown that the defect was substantial enough and existed for such a length of time that reasonable persons would conclude that immediate repairs should be made or, in the alternative, that warning signs should be posted.

SAME—*flagger fell in hole—no notice—claim denied.* A flagger who was working on a highway pursuant to her employer's contract with the State for surveying work could not recover in her claim for injuries suffered when she fell into an open drain outlet while walking backwards, because there was no evidence that the State had actual or constructive notice of the open hole and, in any event, the Claimant's failure to exercise due care for her own safety by walking backwards for a long distance without turning to inspect the area where she was walking would have defeated her claim.

ORDER

RAUCCI, C.J.

This cause coming on to be heard on the Commissioner's recommendation after hearing, the Court being fully advised in the premises, the Court finds:

This matter comes on to be heard on the claim of Ava Bowley for personal injuries sustained by her due to the

alleged negligence of the State of Illinois by and through its agents and employees at the Illinois Department of Transportation (IDOT) in maintaining one of its roadways. Claimant seeks compensation for injuries based upon her theory that a dangerous condition or "defect" existed upon the side of the Kennedy Expressway at or near its intersection with Mannheim Road in Cook County, Illinois.

On October 8, 1986, the Claimant was working as a "flagman" or "flagger" for her employer, McDonough & Associates, pursuant to her employer's contract with IDOT for the surveying of the Kennedy Expressway. A flagger is required to face oncoming traffic wearing a reflective vest and utilizing a flag to alert the oncoming traffic that another work associate is working further up the roadway. She had performed her job for two days prior to the accident without incident.

On October 8, 1986, Claimant was working with Paul Kuehnlenz on the south side of the westbound lanes of the Kennedy Expressway at or near the Mannheim Road overpass in Chicago, Illinois. Claimant was facing oncoming traffic and walking backward in a westbound direction, i.e., to her right was the shoulder and retaining wall and to her left was live traffic. Claimant was between the oncoming traffic and Mr. Kuehnlenz, who was doing the surveying work. As she was walking backward, Claimant fell into an uncovered rectangular drain outlet or sewer cover. The cover or drain outlet was either broken, missing or both. Claimant admitted that nothing obstructed her view of the open hole, such as leaves or garbage, and that the reason she could not see the open hole was that she was walking backwards. However, Claimant contended she was necessarily following orders in walking backwards as Kuehnlenz's flagger.

Claimant fell all the way into the hole and was held up by her armpits. She pulled herself out and was then

helped by Kuehnlenz to the Resurrection Immediate Care Facility. She was examined and treated conservatively. She was not diagnosed with any fractures and was released to the care of her family physician, Dr. Enoch Prasad. Subsequently, and over the next two years, she continued to be treated by Dr. Prasad and she was hospitalized at South Suburban Hospital for dehydration and severe pain symptoms. Claimant submitted medical bills in excess of $30,000 attributable to her injuries.

Claimant also asserted that she lost two years of wages, but did not offer a specific figure. Respondent adduced evidence that indicated that Claimant chose not to work at certain points during the two year recovery period, and that she resigned from her position at McDonough & Associates in November of 1987.

By all accounts, the hole was plainly visible to a person who would have been walking facing forward and who was walking without their attention being distracted. Neither Claimant nor IDOT presented evidence of prior notification or complaint of a missing or broken sewer cover in the general area. IDOT had posted signage prohibiting the use of its highways by pedestrians at or near the area of Claimant's fall. Respondent pled an affirmative defense asserting that the Claimant had breached her duty to use due care and caution for her own safety.

In order for a Claimant to recover for the injuries suffered, the Claimant must prove, by a preponderance of the evidence, that such a dangerous condition or defect existed and the Respondent had actual or constructive notice of it. (*Scroggins v. State* (1991), 43 Ill. Ct. Cl. 225.) In addition, a Claimant bears the burden of proving by a preponderance of the evidence that the State is negligent in its duty to maintain the roadway in question, and that the State's negligence proximately caused Claimant's injuries.

(*Skinner v. State* (1975), 31 Ill. Ct. Cl. 45.) Conversely, the State has a duty to exercise reasonable care in maintaining its highway so that defective and dangerous conditions do not exist. (*Baran v. State* (1974), 30 Ill. Ct. Cl. 162.) In addition, the Claimant must also prove that aforementioned duties apply to pedestrians who are utilizing the State's roadways for work purposes and that she, as a pedestrian, utilized due care in undertaking her duties.

In analyzing the present claim, it is clear that the threshold question that must be answered is whether the State had actual or constructive notice of the open outlet drain or sewer, and failed to take reasonable steps to correct or warn of the dangerous condition. It is uncontroverted that any injuries sustained by the Claimant occurred as a result of falling into the open outlet drain.

The Claimant has failed to sustain her burden of showing that the State had actual or constructive notice of the open drain outlet. There is simply **no** evidence submitted that the State had actual notice of the open outlet drain through complaints or otherwise to IDOT or any other entity of the State.

Claimant asserts that the State had constructive notice since IDOT's contractual relationship with McDonough & Associates obligated IDOT to inspect the area to determine the condition of the roadways wherein Claimant was to be working. Thus, Claimant asserts, the State's failure to fulfill its duty to inspect establishes constructive notice. We find no support in fact or in the case law to support this contention.

Whether the State had constructive notice depends on the facts of each case. (*Scroggins*, 43 Ill. Ct. Cl. 225, 227.) It must be shown that the defect was substantial enough and must have existed for such a length of time

that reasonable persons would conclude that immediate repairs should be made or, in the alternative, that warning signs should be posted. (*Stege v. State* (1971), 27 Ill. Ct. Cl. 399.) Here, in part because pedestrians were normally prohibited from the area where Claimant fell, there is no testimony from prior users of the area or State employees patrolling the area as to the substance of the defect, which would give the State constructive notice.

Even if the State had a duty to inspect pursuant to its contract with McDonough, the Claimant's failure to take due care for her own safety would defeat her claim. By walking backwards for a long stretch, she placed herself in danger unnecessarily. Cross-examination of Claimant (and other witnesses) established that (1) she could easily have turned at intervals to inspect the area where she was walking; (2) because she was walking backwards was the only reason she did not see the outlet; and (3) the route of her work could have been reversed to allow her to walk facing forward, thus viewing where she was to be walking. These reasonable measures were not undertaken despite their common sense safety implications.

Claimant has failed to meet her burden of proof.

It is therefore ordered that this claim is dismissed and forever barred.

(No. 88-CC-0985—Claim dismissed.)

GEORGE O. GUY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 19, 1999.

MANCHIK & ROMAKER (CRAIG L. MANCHIK, of counsel), and LEVIN & PERCONTI, for Claimant.

JIM E. RYAN, Attorney General (EDWARD C. SEWARD III, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*proof required in highway defect actions.* The State is not an insurer of all persons traveling on its highways, but where a dangerous condition on a State highway exists and a person using the highway suffers an accident involving the condition, that person must prove, by a preponderance of the evidence, that such dangerous condition existed, that the State had actual or constructive notice of it, that the State's negligence was the proximate cause of the Claimant's injury and that the Claimant was in the exercise of due care and caution for his own safety.

SAME—*State's duty to maintain highways.* It is the duty of the State to exercise reasonable care in the maintenance and care of its highways in order that defective and dangerous conditions likely to injure persons lawfully on the highway shall not exist, and if the highways are in a dangerously defective condition and the State is on notice of such condition, the State is negligent if it does not notify or warn the public of the condition.

SAME—*motorcyclist hit bump—notice not established—claim denied.* The Court of Claims denied a request for compensation by a man who was injured when he lost control of his motorcycle after hitting a raised bump in the roadway, because the Claimant's failure to establish the State's actual or constructive notice of the alleged defect precluded his recovery.

OPINION

RAUCCI, C.J.

This cause comes before the Court after trial before a Commissioner of a tort claim filed by Claimant for damages arising out of Claimant's operation of a motorcycle on September 7, 1987, on Route 20 (Lake Street) in Bartlett, Illinois. Claimant alleges he struck a bump in the roadway causing him to crash resulting in severe injuries to Claimant.

The principal issues are (1) whether the Respondent had actual or constructive notice of a dangerous or unsafe condition; (2) whether the bump in the road was a dangerous or unsafe condition; and (3) whether this condition was the proximate cause of Claimant's injuries.

On September 7, 1987, a warm and sunny day, Claimant was riding his 1985 Yamaha Ventura motorcycle in a westerly direction in the right hand lane on Route 20 in the Village of Bartlett. The Claimant was driving within the speed limit. As he entered a curve, the Claimant hit possibly two, three or four cracks in the road. Claimant's handle bars starting shaking. Claimant then claims he struck a raised bump in the road which caused him to lose control of his motorcycle and crash onto the pavement.

The Claimant and the Respondent stipulated that Claimant's injuries from the collision included but were not limited to a fractured skull, a comminuted fracture of his left clavicle, a fractured fourth left rib, a severe facial laceration and multiple severe abrasions of the shoulder and thorax. Claimant required surgical repair of his lacerations and management of his fractures. Claimant has multiple scars and other permanent injuries as a result of the incident. The parties stipulated that the medical expenses for Claimant totaled $9,140.75. Claimant lost wages as a lineman for Commonwealth Edison from September 8, 1987, to November 17, 1988. He earned approximately $42,000 a year.

Claimant had traveled this road previously and not noticed the alleged defect prior to September 7, 1987. While Claimant recalls riding over crevices or splits in the road which looked like cracks, he does not recall the bump. Immediately before the incident, Claimant got up off his seat to stand and allow his legs to act as shocks while he drove over the cracks. Claimant was informed by

his doctors that as a result of his skull fracture and other injuries, he would not have a memory of the incident.

Walter Guy, Claimant's brother, was riding his motorcycle approximately 50 yards behind Claimant in the left lane of westbound Route 20. He testified that he saw approximately two, three or four cracks that extended across the two westbound lanes of Route 20. The incident occurred where Claimant drove over the cracks. It appeared that his brother then hit a bigger bump that caused his bike to go up into the air, its handlebars shaking and Claimant going over the handlebars head first. Two photographs of the cracks were admitted into evidence. However, the record is unclear as to whether the photographs were taken two months or two years after the incident. No photograph of the bump was produced.

He testified that following the incident he went back to the scene to look at the bump. He placed his foot up against the bump and measured it as three inches in height. The bump was the same color as the pavement and extended across the westbound lanes.

Carlton Perry, a patrol officer with the Village of Bartlett testified that he was the investigating officer at the scene of the incident. Officer Perry determined that Claimant struck a raised expansion in the roadway which caused his accident. The raised expansion extended across the westbound lanes of Route 20. Officer Perry believed that rise in the pavement was approximately one and one-half inches. Officer Perry never measured the bump.

Approximately three days before Claimant's incident, Officer Perry was on a routine vehicle patrol in the area of the incident. Officer Perry's front tires struck something in the roadway which caused him to turn around and examine the road. Officer Perry noted there was an

expansion joint raised up approximately one to one and one-half inches above the surface of the roadway. The officer felt this was a dangerous condition so he contacted his dispatcher and advised the dispatcher to contact the State Highway Department about the condition. Officer Perry believes the Claimant struck this rise. Officer Perry has no knowledge whether the dispatcher ever contacted the State Highway Department.

Gerald Zielinski who was a team section technician in St. Charles for the Illinois Department of Transportation testified that in January 1988, he received a memorandum asking him to investigate the scene where the Claimant sustained his injuries. Zielinski never before received an inquiry for this location. The memorandum was admitted into evidence and contained hand-written responses from Zielinski.

"Q.(1) Were we aware of pothole or any other type of roadway hazard at the above location prior to the date and time of this accident?

Response: No, not immediately prior. There was a bump where the Bit. (Bituminous) surface and concrete surface meet, but this was burned and planed off previously that year.

Q.(4) If this is the facility's first notification of this defect, please make a field inspection and advise us of your findings.

Response: Area inspected on 1-21-88 – No Defect Found.

Q.(5) Is the roadway in question inspected on a routine basis? If so, please advise when the roadway was last inspected prior to the date and time of this incident.

Response: Roadways are inspected in the Spring and then (3) times a year by the Mowing Crew – any major defects noted are then repaired or scheduled for repair."

With respect to question (1), Zielinski believes the term "not immediately prior" probably means not within the last couple of months. Zielinski testified that a burning and planing of that area occurred in 1982 or 1983 and a planing occurred again either before Claimant's incident or after the incident. Burning to cure defects was

the process in 1982-1983, however, planing procedures were used in 1987 to correct bumps.

Although no actual records were located by Zielinski (they may have been thrown away), he does recall a call coming in to the communication center regarding a bump on Route 20 prior to January 22, 1988. However, there was no testimony as to when the call came in, what was done or where the bump was actually located. Zielinski also testified that the second repair may have been part of general maintenance over an area from Naperville Road to Bluff City Boulevard. Approximately 30 areas were shaved at that time.

The Respondent provided testimony of Dror Kopernik, an expert witness from Triodyne Consulting Engineers. Kopernik's testimony and video tapes he produced were the subject of motions to bar and motions in limine. Claimant's counsel contends that Kopernik testified at his deposition that all of his opinions with respect to this matter were based on the assumption that Claimant struck a depression below the road surface. Then, less than 60 days before trial, the Respondent provided amended answers to interrogatories indicating that Kopernik changed his opinions. The Claimant claims the Respondent violated Ill. Sup. Ct. Rule 213 and has now prejudiced the Claimant.

The Respondent contended that their expert did not change his mind or testimony. They contend that Kopernik testified in his deposition as to Claimant striking both holes and bumps. Further, at the deposition the witness produced video tapes about the effects of motorcycles driving over raised bumps. In addition, the Respondent claims that Kopernik's opinions have not changed since his deposition.

While both Claimant and Respondent were provided leave to submit briefs on the issues, no briefs were filed with the Court.

The tapes Claimant seeks to bar provide images of an individual driving a motorcycle over pieces of wood of varying size. Claimant asserts that one tape was made after Kopernik's deposition. Neither tape involves the same type of motorcycle driven by Claimant, the same road surface or the same type of stationary bump encountered by Claimant.

While the tapes do not actually depict the identical conditions or type of bump, the tapes do not prejudice Claimant. The probative value of the tapes exceed any alleged prejudice to the Claimant. No evidence was brought by the Claimant that a movable bump (piece of wood) would show different effects to a motorcycle as opposed to a stationary bump. In addition, no evidence was brought by the Claimant to establish different effects from different motorcycles. The tapes are admitted into evidence, as is the testimony of Kopernik.

Dror Kopernik testified that how a motorcycle reacts to a bump depends on the relationship between the diameter of the wheel and the bump driven over and the condition of the motorcycle. The larger the tire size, the easier it is to drive over certain size bumps.

The witness tested motorcycles going over different size bumps. While you feel the bump when you ride over it, there is little interference with the handlebars. Kopernik stated that the results did not depend on whether the tests were done in a parking lot or a highway, or if on concrete or asphalt, or if the bump was affixed or not, or on the model or brand of motorcycle tested. The one and one-half inch bump should not have any adverse effect on

a motorcycle. Although a three-inch bump is felt more by a rider, it should also not adversely affect the motorcycle.

The witness concluded that the alleged bump did not cause Claimant's accident. Unexplainable vibrations threw the Claimant off his motorcycle. The fact that the Claimant braced himself by standing on his pegs and raised off his seat so he would absorb the shock supports the witness' conclusion that the bump should not affect the control of the motorcycle.

The Respondent is not an insurer of all persons traveling on its highways. (*Toliver v. State* (1994), 47 Ill. Ct. Cl. 55, 59.) However, where a dangerous condition on a State highway exists, and a person using the highway suffers an accident involving the condition, that person must prove, by a preponderance of the evidence, that such dangerous condition existed and that the Respondent had actual or constructive notice. *Id.* The Claimant also must prove that the Respondent's negligence was the proximate cause of the injury, and that the Claimant was in the exercise of due care and caution for his own safety. *Graves v. State* (1983), 36 Ill. Ct. Cl. 76, 78.

For a finding of negligence, there must be a duty on the part of the Respondent. It is the duty of the Respondent to exercise reasonable care in the maintenance and care of its highways in order that defective and dangerous conditions likely to injure persons lawfully on the highways shall not exist. (*Allen v. State* (1984), 36 Ill. Ct. Cl. 242.) The exercise of reasonable care requires the Respondent to keep its highways reasonably safe. (*Allen*, 36 Ill. Ct. Cl. at 244.) If the highways are in a dangerously defective condition and therefore not reasonably safe and the Respondent is on notice of such condition, the Respondent is negligent if it does not notify or warn the public of such condition. *Id.* "The Court has never held

that all State roads must be bump free. To hold that they must, would be to make the State an insurer." *Id.*

Claimant has failed to establish that the Respondent had actual or constructive notice of the alleged defect. The fact that Officer Perry noticed a one to one and one-half inch rise in the pavement approximately three days before Claimant's incident, as opposed to Walter Guy's testimony of a three-inch bump, fails to show actual or constructive notice. No evidence was presented that the alleged defect was actually reported to the Respondent. The evidence shows that repair work was performed in 1982 or 1983 and again sometime within a year before the occurrence. However, the second repair may have been pursuant to a general maintenance schedule for that area. The evidence shows that the affected area was repaired within a year before the incident, and the record fails to establish that any actual notice was given to the Respondent thereafter of any defect. The evidence presented does not support a finding of constructive notice. Because we find that the Respondent did not have notice of the defect, it is not necessary to determine whether the defect actually existed.

Claimant has failed to meet his burden as to proximate cause. The Claimant's failure to establish either actual or constructive notice of a dangerous condition precludes recovery in this matter.

It is therefore ordered, adjudged and decreed that this claim is dismissed and forever barred.

(No. 88-CC-3521—Claim dismissed.)

ELIZABETH RUSH, Individually and as Special Administrator of the Estate of SANDRA RUSH, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed July 19, 1999.

ARTERY & HASPEL (DEBORAH G. HASPEL, of counsel), for Claimant.

JIM E. RYAN, Attorney General (EDWARD C. SEWARD III, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*child murdered after being placed in father's custody—claim dismissed.* Where one of two girls who had been placed in their father's custody pursuant to a DCFS recommendation and court order was murdered by a man who lived in the father's house, the State was not liable for negligently investigating, or failing to investigate, reports of abuse and neglect that were made prior to the murder, or for negligently failing to remove the girls from the home, since a DCFS investigation had been conducted but did not recommend the girls' removal, there was no malice alleged on the part of the investigator, and the State did not have guardianship or custody of the child at the time of her death.

ORDER

RAUCCI, C.J.

This cause coming on to be heard on the Respondent's motion for summary judgment, the motion having been fully briefed, and the Court being fully advised in the premises, the Court finds:

1. Claimant filed a two count complaint alleging that on October 30, 1985, Michelle Rush and Sandra Rush were placed in the custody of their father, Brian Rush, pursuant to a judicial order entered upon the recommendation of a caseworker of the Respondent's Department of Children and Family Services (DCFS). The complaint further alleges that numerous calls were made to DCFS between October 30, 1985, and April 3, 1986, to report

deplorable and dangerous conditions existing in the home of Brian and the apparent abuse and neglect of their children. One John Hemmer is alleged to have lived in the house, and to have brutally beaten Sandra Rush to death on April 3, 1985.

2. The thrust of the complaint is that the Respondent's DCFS negligently failed to investigate the numerous allegations of abuse, negligently investigated the allegations of abuse and negligently failed to remove the children from the deplorable and dangerous conditions in which the children were living.

3. The record in this case demonstrates that Respondent is entitled to summary judgment as a matter of law. There are no genuine issues of material fact.

4. Our decision in *Rapp v. State* (1998), 51 Ill. Ct. Cl. 72, controls the disposition of this case. In *Rapp*, as in this case, the child was not in the custody of DCFS. The child was in the custody of his mother by order of the circuit court. The child died. We found that:

> "In the present case, it is undisputed that at the time of decedent's death, the Department of Children and Family Services did not have custody or guardianship of the decedent. The child's mother, pursuant to the Court's orders, had custodial duties with specific responsibilities as ordered by the Court. Therefore, no duty to Claimants' decedent can be placed on DCFS predicated on guardianship or custody status.
>
> Claimants argue that Respondent had a duty to investigate child abuse and make its report to the Court. Claimants argue the breach of duty was when the investigator failed to request the guardianship and custody status at the Court hearing. The uncontradicted facts before this Court are that the investigator investigated and made a report. He further testified at the Court hearing to everything that was in his report. There are no allegations of malice on the part of the investigator. (*Lehmans v. State* (1991), 44 Ill. Ct. Cl. 178.) The circuit court judge entered the order continuing the case under supervision and it was the child's mother's actions or inactions that led to the death of her child." *Rapp*, 51 Ill. Ct. Cl. at 81.

5. DCFS substantiated three of the five claims, but determined that the situation was not serious enough to warrant removal of the children from the father's home.

There is no malice alleged on the part of the investigator. The fact that Hemmer, who babysat on two occasions, committed a horrific crime does not establish negligence as a matter of law.

6. While we have great sympathy for Claimant, we are constrained to deny the claim.

It is therefore ordered, adjudged and decreed that this claim is dismissed and forever barred.

(No. 88-CC-3663—Claimant awarded $496,514.80; motion to reconsider denied.)

R. W. DUNTEMAN CO., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed January 6, 1999.

Supplemental opinion filed May 14, 1999.

Order filed July 15, 1999.

BARNES & THORNBURG (BRADLEY B. FALKOF, of counsel), for Claimants.

JANICE SCHAFFRICK, for Respondent.

CONTRACTS—*meaning of contract and determination of ambiguity are questions of law.* The meaning of a written contract is ordinarily a question of law and not one of fact, and in the absence of ambiguity, the construction of the contract must be ascertained by the language utilized in the contract, and the determination of whether an agreement is ambiguous is also a matter of law.

SAME—*plain and unambiguous contract language dictates parties' rights and obligations.* The rights and obligations of the parties are determined from the plain and unambiguous wording of the contract, and any ambiguities are to be construed against the drafter of the contract.

SAME—*payment under unit price contract is governed by unit prices agreed to and work performed.* Payment to a contractor under a unit price contract is governed by the unit prices agreed to and the actual quantities of work performed, not the estimated quantities, and any variances between the estimated and actual quantities are immaterial.

SAME—*mutual mistake.* A mutual mistake must involve a material or essential element of the contract and be a mistake shared by both parties.

SAME—*when party is bound by mistake in material fact.* If there is a mistake in material fact with respect to a contract, and one of the parties knew or should have known of the ambiguity but did not disclose it to the other party, the party that fails to disclose is bound by the mistaken party's interpretation.

SAME—*claim for topsoil furnished at construction site—State liable.* In a contractor's claim seeking compensation for topsoil furnished at a construction site under an agreement with the State, the Claimant was awarded the amount requested despite the State's contention that the contractor knew of, but failed to disclose, a discrepancy in the contract documents regarding the amount of topsoil required, since the contractor stated that he did not have knowledge of the discrepancy at the time the contract was signed, the State knew of the soil requirements but negligently misidentified cubic yards as square yards in the contract which it drafted, it did nothing to correct a questionable unit price which came to its attention and, rather than stopping delivery or discussing the discrepancy with the contractor, it accepted delivery of the topsoil without paying for it.

OPINION

FREDERICK, J.

This cause comes before the Court on Claimant, R. W. Dunteman Company's, verified complaint alleging breach of contract by the Illinois Department of Transportation for its failure and refusal to pay R. W. Dunteman Company for topsoil furnished and placed at a construction site at the agreed upon unit price of $23 per square yard. Hereafter in this opinion, Claimant will be referred to as "Dunteman" and the Illinois Department of Transportation will be referred to as "IDOT."

The topsoil was to be provided pursuant to contract no. 41432 in relation to the construction of road improvements near the City of Lisle (hereinafter referred to as the "Warrenville Road Project"). The verified complaint requests $496,505.60 in damages based upon its bid of a unit price of $23 for topsoil placement for 3,020 square yards of topsoil. The sum sought is now stated at $496,514.80.

Respondent, State of Illinois' answer admits that the Contract Schedule of Prices indicates that Claimant bid a unit price of $23 on bid item no. 216003, estimated by the Department at 3,020 *square* yards, however, the project plans and cross-section plans which were part of the contract required 3,020 *cubic* yards. Respondent answers that the clear purpose and intent of contract no. 41423 was for Claimant to provide 3,020 *cubic* yards of topsoil.

The primary issue in this case is what quantity of topsoil was required by the contract between Claimant and Respondent.

The summary of quantities, the contract schedule of prices, and the proposal form to be used by contractors bidding indicate that 3,020 *square* yards were necessary for the Warrenville Road Project. The cross-sections contain drawings and measurements by which one could compute the topsoil needs to be 3,020 *cubic* yards or 27,180 square yards. The project actually required 3,020 cubic yards of topsoil.

Dunteman bid a unit price of $23 a square yard for the topsoil. Its bid on the entire project was $2,010,848.15. Dunteman has heretofore received $2,170,423.91 in payments, and if it collects the $496,514.80 claimed, will have received $2,666,938.71. The Department's own three prebid estimates for the total project were: $2,684,422; $3,045,680; and $2,638,248.92.

The parties have stipulated that Dunteman actually delivered 24,286 square yards of topsoil and has been paid $62,063.20 for the topsoil. Dunteman seeks an additional $496,514.80 (21,587.60 sq. yds. · $23). The topsoil was placed between October 9 and October 21, 1986.

There is evidence that Respondent's agents had actual knowledge at the time the project was designed and

at the time the plans and specifications and bid documents were being assembled that approximately 27,180 square yards of topsoil were needed. Although there is no direct evidence that unequivocally shows that Claimant's agents had actual knowledge that the project needed approximately 27,180 square yards of topsoil, knowledge by Claimant that the project needed substantially more than 3,020 square yards is presumed because Claimant's president refused to answer the direct question during the April 1996, hearing. Such knowledge may also be constructively attributed to Claimant because the cross-sections of the plans indicate that substantially more than 3,020 square yards of topsoil were required. The Court can find that as a matter of law both parties had actual and constructive knowledge that the project required approximately 27,180 square yards of topsoil. The important question of when such actual or constructive knowledge was obtained remains.

Procedural Background

This cause came before the Commissioner for a three-day trial commencing on March 28, 1994.

The Commissioner ruled prior to the trial that evidence of Dunteman's losses on the Warrenville Road Project which were caused by fluctuations in the quantity of pay items other than topsoil were inadmissible. Dunteman indicated that it was prepared to prove that Dunteman had an aggregate loss on the Warrenville Road Project in the amount of $411,187.35 on pay items other than topsoil. Unit prices for pay items other than topsoil were not renegotiated despite quantity fluctuations which impacted the initial contract value by $504,913.45.

The Commissioner also ruled that evidence that would support Respondent's affirmative defenses

grounded upon equitable remedies would not be admissible.

On October 26, 1995, the Court entered an order remanding this case for the purpose of hearing evidence on the issue of profit and loss on the overall contract, the fairness of Claimant's bid, and Claimant's losses caused by the fluctuations in the quantity of pay items other than topsoil. The order also specified that evidence in regard to equitable defenses should be heard by the Commissioner.

The Facts

On or about May 21, 1986, Dunteman contracted with IDOT to reconstruct and widen Warrenville Road, Route 53 and Middleton Avenue, and perform related work, in DuPage County, Illinois. Joint trial exhibits comprise contract documents between Dunteman and IDOT. Joint exhibit 1E is the Department's agreement with the Village of Lisle (hereinafter referred to as "Lisle") which employed Lisle to administer and supervise the Warrenville Road Project on behalf of IDOT. Joint exhibit 1F is Lisle's agreement with the consulting firm of Barton-Aschman & Associates (hereinafter referred to as "Barton-Aschman") which employed Barton-Aschman to administer and supervise the Warrenville Road Project on behalf of Lisle, including the preparation of plans and the measurement and computation of pay items.

Advertisements in the form of bulletins were issued for the Warrenville Road Project approximately five weeks prior to the April 18, 1986, letting date. The bulletin consisted of an identification of the project, a brief description of the project, and an identification of the project's major pay items. Dunteman requested the contract documents and obtained joint exhibits 1A, 1B and

1C approximately three weeks prior to the April 18, 1986, bid letting for the Warrenville Road Project.

The documents issued to Dunteman mandated the use of a proposal form for the submission of bids by interested contractors. Instructions to bidders were contained in the Standard Specifications for Road and Bridge Construction. Joint exhibit 1C, section 101.26 of the Standard Specifications prescribed the manner in which bidders were to submit their proposals as follows:

"Section 102.06 Preparation of the Proposal. The bidder shall submit his proposal on the form furnished by the Department. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate, in figures, a unit price for each of the separate items called for in the proposal form; he shall show the products of the respective quantities and unit prices in the column provided for that purpose and the gross sum shown in the place indicated in the proposal form shall be the summation of said products."

Section 103.01 of the Standard Specifications provided:

"Section 103.01 Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern."

Dunteman completed the prescribed proposal form and submitted an aggregate bid in the amount of $2,010,848.15. For topsoil, the Department's proposal form, contained in the Notice to Bidders, Specifications, Proposal, Contract and Contract Bond (hereinafter the "Notice"), identified the quantity needed for the Warrenville Road Project as 3,020 square yards. See joint exhibit 1B, page A0000123.

The documents contain a Summary of Quantities which quantify the scope of work to be performed under the contract. The Summary of Quantities, contained in the Plans for Proposed Local Agency Improvement Federal-Aid Project (hereinafter the "Plans"), specifies a

quantity number for each pay item of work and identifies the quantity of topsoil needed for the Warrenville Road Project as 3,020 square yards.

Artemio Viero Ramirez, an associate engineer at Barton-Aschman, testified that he did the geometric design of the project. He prepared the calculations for topsoil on a sheet of paper. Pages 2, 5 and 6 of Respondent's exhibit no. 1 are copies of his calculations for topsoil. He reviewed the cross-sections (apparently referring to joint exhibit 1A) prior to determining the calculations. Mr. Ramirez calculated the topsoil in cubic yards. It was standard practice for him to calculate topsoil needs in cubic yards. A review of sheet 3 (a typical cross-section) gives one enough information to roughly estimate the topsoil needs for the project. Mr. Ramirez's rough estimate based on the typical cross-section indicated a need for approximately 5,100 cubic yards or 45,900 square yards of topsoil. Mr. Ramirez believed one could calculate the rough estimate in two to three minutes and know immediately that the square yard specifications in other portions of the documents were not correct. The complete calculations using the cross-sections might take one day. The rough calculations are not contained in the plans and specifications.

The Department retained the right under the Contract to increase or decrease the quantity of existing pay items. The quantity of existing pay items could also increase or decrease due to conditions in the field. Pursuant to the Standard Specifications, final payment was to be based upon final quantities delivered to the site as measured in the field. Section 102.04 of the Standard Specifications states:

"Section 102.04 Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the

comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as hereinafter provided."

Section 104.03 of the Standard Specifications states:

"Section 104.03 Alterations, Cancellations, Extensions and Deductions. The Department reserves the right to alter the plans, extend or shorten the improvement, add such work as may be necessary, and increase or decrease the quantities of work to be performed to accomplish such changes, including the deduction or cancellation of any one or more of the unit price items, or cancellation of the contract.

Should such changes in the plans result in an increase or decrease in the quantities of the work to be performed, the contractor shall accept payment as follows:

(a) All increases in such work of the type that appears in the contract as pay items accompanied by unit prices shall, except as provided under paragraph (c) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract shall be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

* * *

All alterations, cancellations, extensions and deductions shall be authorized in writing by the Engineer before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item.

Claims for extra work which have not been authorized in writing by the Engineer will be rejected."

During the course of construction, 121 of the original 174 pay items either increased or decreased in quantity. Fifteen new pay items were added and four pay items were deleted. Dunteman's initial contract value of $2,010,848.15 fluctuated through quantity increases or decreases and the deletion or addition of pay items in the amount of $504,913.45. Net additions to the initial contract value were $334,489.54 and net deductions to the initial contract value were $174,913.78. These additions and deductions do not include payments due for uncompensated topsoil.

The Contract Schedule of Prices and Summary of Quantities identify the quantity of topsoil needed for the Warrenville Road Project as 3,020 square yards. Dunteman submitted a unit price bid for topsoil of $23 per square yard. (See joint exhibit 1b, page A0000123.) The parties have stipulated that Dunteman delivered 24,286 square yards of topsoil and that Dunteman has been paid, to date, for 2,698.40 square yards of topsoil. Dunteman claims it has not been paid for 21,587.60 square yards of topsoil at $23 per square yard totaling $496,514.80.

Allan Dunteman, President and Chief Executive Officer of Claimant, testified that he considered the Warrenville Road Project to be a paving project and that paving quantities identified in the contract were "roughly checked to find out if the work was related to more difficult work or less difficult work." He testified that topsoil quantities were not checked. He further testified that it would have taken a good engineer a couple of weeks to verify all of the quantities identified in the contract's 174 pay items. Mr. Dunteman also testified that his bid on the Warrenville Road Project was unbalanced because of the contract's incidental costs, overhead and profit for which there were no pay items. Incidental costs, overhead and profit had to be added by Dunteman to some of the existing 174 pay items.

The parties stipulated that Jay Pienkos, Dunteman's estimator for the Warrenville Road Project, would testify that he did not verify the amount of topsoil identified in the contract documents.

Relevant provisions of the standard specifications regarding the topsoil payment and measurement are, in part, as follows:

"Section 109.01 Measurement of Quantities. All work completed under the contract will be measured by the Engineer according to the United States standard measures.

* * *

Section 216.07 Method of Measurement.

(a) Contract Quantities. When the project is constructed essentially to the lines, grades and dimensions shown on the plans, and the Contractor and the Engineer have agreed in writing that the plan quantities are accurate, no further measurement will be required and payment will be made for the quantities shown in the contract for the various items involved, except that if errors are discovered after work has been started, appropriate adjustments will be made. When the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured as hereinafter specified.

* * *

(b) Measured Quantities. Topsoil will be measured in cubic yards for Topsoil Excavation and in square yards for Topsoil Placement.

* * *

2. Topsoil Placement will be measured in square yards of the thickness specified at the locations shown on the plans just prior to the seeding operation. This item shall include the placing of the stockpiled topsoil or obtaining and placing acceptable topsoil from outside the right of way.

* * *

216.08 Basis of Payment. This work will be paid for at the contract unit price per cubic yard for Topsoil Excavation and at the contract unit price per square yard for Topsoil Placement to the lines, grades and depths shown on the plans.

* * *

Topsoil Placement shall include the excavation, hauling and placing the stockpiled topsoil, or furnishing, hauling and placing topsoil from outside the limits of the right of way. No additional compensation will be allowed for the topsoil furnished by the Contractor from areas outside the limits of the right of way."

In addition, the Special Provisions, which supplement the Standard Specifications (page A0000026 of joint exhibit 1B) provide as follows:

"Topsoil Placement: This item shall be constructed in conformance with Section 216 of the Standard Specifications. Topsoil has been provided for all areas to be seeded or sodded. The topsoil shall be obtained from areas outside the right-of-way and be placed in a 4" thickness. The removal of existing vegetation for placing topsoil should be considered incidental to Topsoil Placement 4".

The topsoil placement will be measured in square yards and will be paid for at the contract unit price per square yard for Topsoil Placement 4"—which price shall include the furnishing and placing of topsoil."

Mr. George P. Karlis, the field inspector and resident engineer employed by Barton-Aschman, was directly responsible for keeping daily quantity and diary records. He did not keep track of the topsoil in a fashion that would allow him to know on a daily basis what the actual quantity of topsoil which was put in place. See joint exhibit 1F, page A00000157, par. 1.2.1g & h.

Arthur H. Daumke testified that he was Dunteman's job superintendent, and turned in daily project reports. He did not ask for permission when more than 3,020 square yards of topsoil were placed. According to joint exhibit no. 2, the final net quantity for 4" topsoil spread by Claimant is 24,286 square yards or 2,698.4 cubic yards.

On October 21, 1986, resident engineer George Karlis issued a stop work order to Dunteman for topsoil placement. He concluded that the amount of topsoil requested by the Contract Schedule of Prices was insufficient compared to the plans stated in the actual field requirements.

On November 10, 1986, at a meeting held between representatives of IDOT, Barton-Aschman, Lisle, and the DuPage County Division of Transportation, MaryLou Kalsted, the resident engineer (from Lisle), recorded the following statement from Alex Jordan, IDOT's construction engineer for the Warrenville Road Project:

"Alex Jordan stated that this contract had a 'big problem.' The problem is that for five items—topsoil, sod, phosphorus, nitrogen and potassium—the actual quantities needed to complete the job are nine to ten times higher than the 'plan quantity' that is shown on the bid tabulation. Jordan states that Barton-Aschman blew it twice—once on the plans and once by letting the contractor put down quantities of materials that were greatly in excess of the plan quantities without prior authorization.

* * *

Jordan stated that IDOT does allow 'unbalanced bids.' There is no prohibition against this practice. The bid for the topsoil of $23 per square yard is considered an 'unbalanced bid' in that it is approximately nine times higher than a reasonable bid for this unit."

At a meeting on February 4, 1987, between representatives of IDOT, Barton-Aschman and Lisle, notes by MaryLou Kalsted indicate that Ralph Wehner, the acting District Engineer for District 1, states that there was "No error. No contractor [is] obligated to check plans for math errors. Why didn't Springfield catch it while checking bids (unbalanced bid)." It was stipulated by the parties that Ralph Wehner would testify that he did not make those statements.

Claimant's exhibit nos. 4, 5 and 6 show that prior to the April 18, 1986, bid letting, IDOT prepared three independent estimates of the cost to construct the Warrenville Road Project. The District 1 office prepared an estimate for this project in the amount of $2,684,422. Barton-Aschman prepared an estimate in the amount of $3,045,680 to construct the Warrenville Road Project, and IDOT's Engineer of Estimates in the central office prepared an estimate in the amount of $2,638,248.82. Dunteman seeks the sum of $2,666,938.71 for the construction of the Warrenville Road Project. This sum consists of Dunteman's total adjusted contract value of $2,170,423.91 plus the sum of $496,514.80 for uncompensated topsoil placed at the Warrenville Road Project.

Claimant's Arguments

Claimant argues that the issue before the Court is whether the contract is enforceable against the Department as written.

The undisputed facts are that Dunteman placed 24,285.6 square yards of topsoil at the Warrenville Road Project at the Department's discretion and with its approval. The contract obliges the Department to remit

payment to Dunteman for that quantity of topsoil at the rate indicated in the Contract Schedule of Prices.

Contract obligations derive from the plain words of the contract itself. In *Lenzi v. Morkin* (1984), 103 Ill. 2d 290, 293, the Supreme Court stated, "In the absence of an ambiguity, the intention of the parties at the time the contract was entered into must be ascertained by the language utilized in the contract itself, not by the construction placed upon it by the parties." (*Accord, Wysocki v. The Upjohn Co.* (1987), 157 Ill. App. 3d 868, 872; *Touhy v. Twentieth Century-Fox Film* (1979), 69 Ill. App. 3d 508, 512-13.) In *Hoel-Steffen Construction Co. v. State* (1982), 35 Ill. Ct. Cl. 108, 110-11, this Court stated (citing *Touhy, supra*): "It is the generally accepted rule of law that the rights and obligations of the party to a contract are determined from the plain, unambiguous wording of the contract."

In the present case, the unambiguous terms of the contract leave no room to second guess the Respondent's obligations. The Department specifically reserved the right to increase the quantities of work indicated in any of the unit price items, and it agreed to pay Dunteman for the increase at the contract unit price. See joint exhibit 1C, article 104.03.

In *Krueger Construction Co. v. State* (1972), 28 Ill. Ct. Cl. 82, the claimant sought full compensation for quantities of dirt furnished under a unit price contract. In *Krueger, supra*, this Court stated (28 Ill. Ct. Cl. at 86):

"The written agreement between the parties was not a lump sum contract. It was a unit price contract calling for payment at the unit price for the quantities of materials actually used. At the agreed price of $2.20 per cubic yard, we find that the claimant should have been paid an additional sum of $3,863.20 for the additional 1,756 cubic yards of dirt actually used in the project."

No error or omission appears on the face of the contract. Section 216.07(b) of the Standard Specifications states that topsoil will be measured in square yards for topsoil placement. The Notice to Bidders provides:

"The topsoil placement will be measured in square yards and will be paid for at the contract unit price per square yard for Topsoil Placement 4"—which price shall include the furnishing and placement of topsoil."

The Contract Schedule of Prices shows a "square yard" unit of measure supplied by the Department for topsoil placement, and the quantity is an estimated 3,020 yards, which is roughly equivalent to the 3,055 square yards estimated for the sodding pay item, as one would expect. (See joint exhibit 1B, page A0000119-127.) The contract's Summary of Quantities again shows 3,020 square yards of topsoil. (See joint exhibit 1A, sheet 8.) The requirement of 3,020 square yards of topsoil does not present an apparent error or omission.

There is not an ambiguity in the contract because of reference to the cross-section plans as maintained by Respondent. The cross-sections do not show the amount of topsoil required or the unit of measure, and they do not contradict any of the other contract documents. Although a contract must be construed as a whole, an unequivocal statement which is not contradicted by any other provision in the contract cannot be deemed ambiguous. *Lyons Sav. and Loan Ass'n. v. Geode Co.* (1986), 641 F. Supp. 1313, 1322 (N.D.Ill.).

The cross-section plans are drawings which depict the location and dimensions of work to be performed. The cross-section plans further present a scaled representation of the roadway at various stations. From the cross-section plans, Respondent argues that Dunteman should have completed additional arithmetic equations and scaled the drawings to determine a different topsoil quantity. Under Respondent's apparent error theory, Dunteman had the

duty to either rely upon the scaled cubic yard quantity measurements contained in the cross-section plans and extend those from station to station and then convert them to square yards or Dunteman was to ignore these quantities and conduct independent measurements with the use of a planimeter to calculate square yard quantities. Section 105.05 of the Standard Specifications clearly provides that, "in case of discrepancy, calculated dimensions will govern over scaled dimensions." The Contract's calculated dimensions (3,020 square yards at 4" depth) are contained in the Summary of Quantities and the contractor's proposal form (the Contract Schedule of Prices). Scaled dimensions are represented by the cross-sections. Consequently, a bidder has no affirmative duty to verify the Department's calculated quantities and, where a discrepancy exists, the contract documents provide that calculated dimensions (3,020 square yards) shall control. Furthermore, the "discrepancy" is clearly not apparent when the bidder would have to calculate multiple arithmetic equations for each of the hundreds of stations depicted in the cross-section plans.

Bidders do not always have time to make their own calculations or verify the accuracy of quantities estimated by the owner. Contractors are businessmen, and in the business of bidding on governmental contracts, they are usually pressed for time and are consciously seeking to underbid a number of competitors. (*Blount Bros. Construction Co. v. United States* (1965), 346 F. 2d 962, 971.) Allan Dunteman testified that his company annually considered approximately 600 construction contracts and bid approximately 300 of the contracts considered. Allan Dunteman further testified that approximately 200 of the 300 contracts bid each year are bid during the spring when owners are looking to begin construction.

In this case, Respondent asks this Court to ignore an agreed upon unit price for topsoil in the contract. The Department argues that it should be allowed to retain the benefit it received under the contract because $23 per square yard of topsoil is an unbalanced unit price. Respondent has received a project fully completed by Dunteman for $2,170,423.91, after it independently estimated the total cost to construct to be either $2,684,422; $3,045,680; or $2,638,248.82.

Unbalanced unit prices are permitted. In *Frank Stamato & Co. v. City of New Brunswick* (1952), 90 A.2d 34, 36 (N.J. Superior), the Court held:

> "An unbalanced bid comprehends a bid based on nominal prices for some work and enhanced prices for other work. The mere fact that a bidder has submitted an unbalanced bid, does not automatically operate to invalidate an award of the Contract to such bidder. There must be proof of collusion or of fraudulent conduct on the part of such bidder and the city or its engineer or other agent, or proof of other irregularity of such substantial nature as will operate to affect fair and competition bidding."

Every contractor may apply his own business judgment in the preparation of a public bid, and unbalancing is perfectly proper absent fraud or collusion. See, e.g., *Riverland Construction Co. v. Lambardo Contracting Co.* (1977), 380 A.2d 1161, 1163-65 (N.J. Superior); *Armaniaco v. Borough of Cresskill* (1960), 163 A.2d 379, 384 (N.J. Superior).

Section 102.08 of the Standard Specifications contains the only reference to unbalanced bidding in the contract. That section states that the "Department reserves the right to reject unbalanced proposals * * * in which the bid prices for some items are obviously out of proportion to the bid prices for other items." It has been held that a reservation of the right to reject unbalanced bids is not an absolute prohibition against unbalancing. *Manhattan Security Corp. v. Delaney* (1929), 233 N.Y.S. 241.

The Department had 33 days, ample time, to reject Dunteman's bid after the bids were opened and prior to execution of the contract on May 21, 1986. The Department also had ample time during the next 152-day period to cancel the topsoil pay item under article 104.03 of the Standard Specifications. The quantity issue was not raised by the Department until October 20, 1986, but by then the contract work was nearly finished. Dunteman had already placed more than 24,000 square yards of topsoil.

In fairness, the parties must stand on level ground when it comes to enforcing the mutual obligations under a unit price contract. This is not the case of a contractor seeking windfall profits. If the sum of $496,514.80 is awarded, Dunteman will still have completed the Warrenville Road Project below two and near one of the Department's three independent estimates.

Claimant's Argument After Second Hearing

During the second hearing, Allan Dunteman, president of Claimant, and William Minnick, Jr., controller of Claimant, both testified that Claimant sustained a loss in excess of $420,000 on the project.

Respondent failed to introduce any evidence to rebut Claimant's claimed losses, or to challenge Claimant's method for determining the loss it suffered. Respondent offered no evidence to disprove any of the Claimant's calculations or its analysis of such loss.

Respondent's pleadings arguably state three affirmative defenses, namely claim of estoppel; a claim of unjust enrichment; and a claim of mutual mistake.

While Respondent sought the second hearing so that it could introduce evidence to support all of its equitable defenses, it elected to introduce evidence to support only mutual mistake.

The requisite elements of a defense to rescind a contract based upon mutual mistake are contained in the case of *Keller v. State Farm Insurance Co.* (1989), 180 Ill. App. 539. In *Keller, supra*, the Court held that in order to rescind a contract on the basis of mutual mistake of fact:

"* * * the party seeking rescission must show by clear and positive evidence that a mistake has been made in a material feature of the contract, that the mistake is of such grave consequence that to enforce the contract would be unconscionable, that the mistake occurred notwithstanding the exercise of due care on the party seeking rescission, and that the other party may be placed in the *status quo*." 180 Ill. App. 3d at 548. Accord, *Casanas v. Nelson* (1986), 140 Ill. App. 3d 341.

Respondent must prove, by clear and convincing evidence, that a mistake was made; that the mistake relates to a material feature of the contract; that the mistake occurred despite due care on the party seeking the relief; that the other party (in this case, Claimant) can be placed in the *status quo* position; and that to ignore the mistake and enforce the contract would be unconscionable. The State has failed to prove each and every required element.

Respondent claims that the contract contains a mistake, which the State identifies as "a scrivener's error" in the estimate of quantities. The State's assertion is not supported by the evidence. Glenn Shirmer, Vice President of Barton-Aschman, stated,

"There was a scribner's [sic] error in that a quantity of topsoil that was properly computed by [a Barton-Aschman employee] in cubic yards, when it was placed on the Summary of Quantities sheet, the number which had been computed in cubic yards was transposed directly alongside of a square yard unit of measure."

If Respondent's "scrivener's error" is that the unit item was stated as "sq. yds." as opposed to "cu. yds.," then Respondent's contention is contrary to the Standard Specifications which comprise part of the contract documents. The Standard Specifications provide, "The work will be paid for * * * at the contract unit price *per square*

yard for TOPSOIL PLACEMENT * * *." See joint exhibit 1C, Sec. 216.08.

If Respondent's claim is that the "scrivener's error" was the wrong number being inserted in the documents (3020 rather than 27,180), then a mistake did indeed occur. Such mistake, however, is irrelevant to this cause since it is not in the contract.

There are three documents relevant to this analysis. They are the Contract Schedule of Prices contained in the bid documents; the Unit Price Schedule in the contract; and the Summary of Quantities of joint exhibit 1A, sheet 8.

The first document, the Contract Schedule of Prices, sets forth the applicable pay items, their method of measurement, and their pay rate. The applicable portion is as follows:

Item #	Pay Item Description	Quantity	Unit of Measure
21603	Topsoil Place 4	3020	sq. yd.

The second document, the Unit Price Schedule, is identical to the Contract Schedule of Prices, except that it also contains the Claimant's accepted bid price of $23 and an extension of the unit price times the estimated quantity.

The final document is the Summary of Quantities page of the plans (joint exhibit 1A, sheet 8). The relevant portion is as follows:

Code #	Description	Unit of Measure	Participating	Non-Participating	Total
21603	Topsoil	sq. yd.	2946	74	3020

If the parties reach an agreement, the Contract Schedule of Prices is supplanted by the Unit Price Schedule,

which contains identical information and such critical additional information as the price agreed for each unit item.

There are only two criteria for determining the amount to be paid the Claimant for the work performed: (1) the actual quantities, and (2) the applicable pay rate, as set forth in the Unit Price Schedule. Therefore, once the contractor's bid is accepted, the quantity estimate in the Unit Price Schedule is a nullity. Section 102.04 of the Standard Specifications states that it is merely an estimate. It has no bearing on the work to be performed or the monies to be paid the contractor. As such, it cannot be deemed part of the contract.

The final place where the "mistake" appears is in the Summary of Quantities. As with the Unit Price Schedule, the Summary of Quantities comprises estimates only, and has no bearing on the work to be performed or the amount that the contractor will be paid.

It is undisputed that the Summary of Quantities contains estimates only. It is also undisputed that the Summary of Quantities is not used in the construction of the job, and has no bearing on payment.

Since the Summary of Quantities contained in the plans comprise estimates only, it is created and used solely to compare bids.

In addition to requiring that a mistake exists, the law requires that the claimed mistake "relate to a material feature of the contract." (*Keller, supra*, at 548.) Claimant submits that a mistake in the Unit Price Schedule and the Summary of Quantities cannot, as a matter of law, be a material feature of the contract.

Since the Unit Price Schedule and Summary of Quantities have no bearing on either the monies to be

paid to the contractor or the actual work to be performed by the contractor, they cannot be a material feature of the contract.

The third requirement of a claim of mutual mistake is that the mistake occurred despite the use of due care by the person claiming the mistake. (*Keller, supra*, at 548.) Respondent failed to prove the necessary due care.

It is undisputed that Respondent had the right to reject Claimant's bid solely because it was unbalanced. Section 102.08 of the Standard Specifications provides, "The Department reserves the right to reject * * * Unbalanced proposals in which the bid prices for some items are obviously out of proportion to the bid prices for other items."

Respondent has argued that Claimant's bid was unseemly because it priced the topsoil placement items at $23/sq. yd.

Not only is such an argument improper because it is unsupported by any evidence, but it also ignores the fact that the State knew before it accepted Claimant's bid that the bid was unbalanced and that Claimant's topsoil placement bid was high. This fact is proven beyond dispute by both the testimony of Virgil Moreno, Engineer of the Estimates Department of the Illinois Department of Transportation, and Claimant's exhibit no. 10. Claimant's exhibit no. 10 is a page taken from the State's Tabulation of Bids, a document prepared by the Estimating Department which comprehensively compares all of the bids by both total price and unit price. Mr. Moreno testified that Claimant's exhibit no. 10 shows that someone in his office made the red marks next to the item showing R. W. Dunteman Company and then showing a unit price of $23.

The State knew before it accepted Claimant's bid that Claimant's bid was unbalanced and the topsoil placement was high. The topsoil placement unit item ranged

between $4.50/sq. yd. and $5/sq. yd. in the Department's independent estimators' estimates. The topsoil placement item for the four bidders ranged between $1.05 and $4.50 per square yard.

The due care requirement imposes on the State a duty to make reasonable inquiry to determine the reason for the divergence.

The fourth element of a mutual mistake claim is that the claimant be returned to its original position before the equitable relief may be granted. (*Keller, supra*, at 548.) This is also expressed in the case, *Community Bank of Utica v. Calkins* (1977), 52 Ill. App. 3d 759. In *Community Bank, supra*, the defendant sought to avoid enforcement of a guaranty claiming mutual mistake. The Appellate Court determined that the relief claimed could not be awarded.

> "Once one party has fully performed, unless the other party tenders return of the consideration, the non-performing party is not entitled to rescind a contract on the grounds of mistake. [citation omitted] In light of the defendant's inability to return the consideration given by the bank, he cannot avoid the contract in its entirety."

In the case at bar, Claimant has fully performed. The State would have to undo the work and return it to Claimant as a prerequisite to relief for mutual mistake.

Respondent presents the novel argument that Claimant will be paid too much money. This argument assumes that Respondent has the unilateral right to determine what is a reasonable price regardless of the contract.

Claimant argues that even though prejudgment interest and attorney's fees are not customarily awarded, the manner in which the State has defended this case mandates an exception to the rule. Respondent has filed no less than 11 motions to extend time and routinely filed briefs and other pleadings late. Additionally, it took the State four years to file an answer and the State was still filing "affirmative defenses" as late as November 1993.

Claimant has incurred substantial and unnecessary attorney's fees as a result of the Respondent's actions.

Respondent's Argument

Claimant had knowledge of the error contained in the contract documents at the time it submitted its bid and took advantage of the obvious error by unbalancing the bid price for topsoil by requesting $23 a square yard. Section 105.05 of the Standard Specifications states in part:

"* * * The contractor shall take no advantage of any apparent error or omission in the plans or Specifications, and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and Specifications."

Respondent argues that the issue in this case involves a discrepancy between the quantity of topsoil shown in the cross-section plans furnished to the Claimant and the contract schedule of prices.

Under section 105.05, if a contractor expects to resolve an issue in its favor, it is incumbent upon the contractor, prior to submitting its bid, to advise the Department of the discrepancy that exists in the contract. (*Space Corp. v. United States* (1972), 470 F.2d 536, 200 Ct. Cl. 1.) *Space Corp., supra*, and its progeny hold that when a patent ambiguity exists at the time of contracting, it is incumbent upon the contractor to bring it to the attention of the government. The purpose is to deter a

"* * * bidder, who knows (or should know) of a serious problem in interpretation, from consciously taking the award with a lower bid * * * with the expectation that he will then be able to cry 'change' or 'extra' if the procuring officials disagree with the contractor's interpretations." *Maintenance Engineers, Inc. v. U.S.* (1990), 21 Ct. Cl. 553 at 560.

To determine whether Claimant took advantage of the error, the issue becomes whether the disputed provisions were patently ambiguous at the time of contracting so that a reasonable and prudent contractor knew or

should have known of the discrepancy. The Respondent argues Claimant had knowledge or should have had knowledge of the error because of Claimant's admission that he unbalanced his bid for the topsoil, by presumption in that Claimant failed to produce the documents indicating how he arrived at the $23 per square yard price (compared to the national average of $1.76 per square yard), and by inference from Allan Dunteman's refusal to testify.

The Department was permitted under section 105.05 of the Standard Specifications to make any corrections needed to fulfill the intent of the plans and specifications.

Claimant's bid practice clearly indicates it had knowledge of the error regarding the quantity of topsoil and it intentionally and purposely unbalanced its bid to make a financial windfall profit on the topsoil item. This Court should not permit Claimant to take advantage of the error contained in the schedule of prices because it would encourage contractors such as Claimant to unjustifiably unbalance their bids to get the contract and make a wrongful profit. Claimant contends that *Krueger Construction Co., Inc. v. State* (1972), 28 Ct. Cl. 82 is applicable to the facts of this case. *Krueger* is inapplicable because it does not involve section 105.05 of the Standard Specifications and did not have a discrepancy regarding the amount of topsoil needed to place on that job. It should be noted that in the *Krueger* case, the claimant charged $2.20 for topsoil and sought only $3,863.20 for the additional topsoil that was placed, not $500,000 for nine times more topsoil.

A similar situation arose in *Commonwealth of Pennsylvania, Department of Transportation v. Anjo Construction Co., Inc.* (1985), 487 A.2d 455 (hereinafter referred to as the "*Anjo*" case). In *Anjo*, the contractor agreed to

perform slabjacking and concrete patching for a project in Pennsylvania. Like Respondent in the instant action, PennDot agreed to pay the unit prices set forth in the schedule of prices. The schedule of prices, however, contained an error based on a mistaken assumption in the quantity of the pay item, admixture. PennDot later realized that 34,324.8 ounces of admixture were necessary to complete the project and not 195 ounces at $10 per ounce as originally estimated. After plaintiff had furnished 2,553.6 ounces of admixture, PennDot ceased operations on the slabjacking portion of the work because plaintiff and PennDot could not agree on a reduced unit price. Plaintiff admitted that at the time he submitted his bid, he knew there was an error in the quantity schedule of prices.

In the *Anjo* case, the plaintiff contended that section 102.04 of Form 408 Specifications controlled this issue. Section 102.04 provided that quantities of materials specified in the contract are merely estimates or approximations. PennDot based its defense on a provision in the contract that is similar to the provision relied on by Respondent in the instant claim. In *Anjo*, the contract incorporated the following provision:

"Section 105.04. COORDINATION OF DRAWINGS AND SPECIFICATIONS. The Contractor shall perform the work in accordance with the intent of the specifications, and shall not take advantage of any error or omission in the drawings and specifications. In the event the contractor discovers an error or omission, he shall immediately notify the engineer."

The Appellate Court ruled that section 102.04 did not "excuse Anjo from notifying DOT of a known discrepancy between the 195 ounces of admixture called for by contract and the 35,324.8 ounces required." (*Id.* at 459.) The *Anjo* Court further held that "where a contractor discovers an obvious error or discrepancy in a contract, he is obliged to bring the situation to the Commonwealth's attention if

he intends to subsequently resolve the issue in his own favor." *Id.* at 459.

Like the defendant in *Anjo*, the Department's contract with Claimant contained an error in the schedule of prices. After the work began, it was discovered that the contract schedule of prices for topsoil, as written, indicated only 1/9th of the amount required to meet the plan quantity as necessitated by the cross-sections. Claimant's admission that it manipulated the price for topsoil, considered with other factors regarding Claimant's behavior, leads one to the only conclusion possible, that Claimant had knowledge of the error at the time it submitted its bid and failed to bring it to the attention of the Department.

Mr. Dunteman testified that he had reviewed the plans prior to the time he submitted his bid, but he did not detect the error in the plans. Also, no one from Claimant's company went to the job site to verify the amount of topsoil that was to be placed.

Claimant's bid was $23 per square yard for 3,020 square yards of topsoil. Based on Claimant's bid, the Department expected to pay Claimant $69,460. This amount does not call attention to itself.

Claimant has cited cases that state that unbalancing bids is normal practice. Claimant neglects to state that unbalancing a bid is inappropriate when there is indication of fraud on the part of the bidder or when there is proof of other irregularity of such substantial nature as will operate to affect fair and competitive bidding. (*Stamato & Co. v. City of New Brunswick* (1952), 20 N.J. Superior 340, 90 A.2d 34.) In the instant matter, there is enough evidence that Claimant knew about the error and deliberately failed to disclose the error in order to reap an unwarranted windfall of almost $500,000.

Additionally, Claimant failed to produce documents evidencing how it arrived at the $23 per square yard for the topsoil. Failure to produce these documents creates the presumption that if these records were produced, they would show Claimant had knowledge of the error contained in the contract documents. In this case, Claimant has the burden of proving the reasonableness of his claim of $23 per square yard for topsoil which is the basis of his contention that he is owed almost $500,000.

The discrepancy between the quantity of topsoil in the schedule of quantities and the cross-sections should have been obvious to an experienced contractor such as Claimant. Allan Dunteman testified he is very experienced in bidding on Department contracts. In fact, in April of 1986, the same letting period for the instant contract, Claimant bid on six contracts.

Richard L. Conklin, Respondent's expert, testified that an experienced estimator/contractor would have knowledge that the 3,020 square yards in the Schedule of Quantities was in error at the time he was preparing his bid. Mr. Conklin testified that any experienced contractor or estimator in the excavation and topsoil area would quite readily see a discrepancy as to what was on the plans and what was listed on the Contract Schedule of Quantities.

Jay Pienkos, the chief estimator and the individual who put the bid estimate together, should have detected the error. It should have been patently obvious to Mr. Pienkos that the Contract Schedule of Quantities for the topsoil was deficient by a factor of nine as compared with what was contained in the typical cross-sections. He stated that one could verify the amount of topsoil needed in less than a minute from page 3 of the plans.

Antemio Ramirez also testified that one could get a rough estimate of the amount of topsoil needed in two or three minutes. Even Allen Dunteman testified that one could get a rough estimate of the total amount of topsoil needed for this project from the typical sections.

Richard Conklin opined that $23 per square yard for topsoil was exceptionally high in his experience working as an estimator bidding on projects that had utilized topsoil. He also looked at a nationally-recognized estimating manual which indicated the typical price for topsoil was $1.76 per square yard. Alexander Jordan, Chief of the Bureau of Construction at the time of the occurrence, testified that the normal price for topsoil is $1.50, $2 and $2.50 per square yard. Mr. Conklin testified that he had never seen topsoil bid at $23 a square yard.

Mr. Conklin further testified that an experienced superintendent would have come to the conclusion that the amount of topsoil that was being laid at the site was inconsistent with the planned quantities. The superintendent will have to physically obtain the topsoil, line up the equipment, such as trucks, front-end loaders, laborers and equipment operators to complete the placement of the topsoil. The superintendent would specifically want to know how much topsoil he was going to place, how many trucks it would take to do the job, and how long the trucks would be utilized for this job. It took 10 days to place the topsoil for this project. After one day's work, the superintendent should have recognized the fact that his crew was only 1/9th of the way done with this work.

Arthur Daumke, Claimant's superintendent on the job, was responsible for placing the topsoil. He kept track of the work that was being done at the job site in the daily reports. Topsoil is reflected by item no. 220. Mr. Daumke testified that it took him 11 days to place the topsoil.

None of Claimant's employees advised the Department of the shortage of topsoil, nor did any of these people request permission to place the additional 21,266 square yards of topsoil.

Claimant erroneously cites the case, *Constanza Construction Corp. v. City of Rochester* (App. Div. N.Y. 1989), 537 N.Y.S.2d 394. The *Constanza* case is inapplicable to this case because the sewer contractor underestimated the amount of excavation that was needed to complete the project. In the case at bar, the contractor did not underestimate the amount of topsoil necessary for this job, but did, in fact, bring the right amount of topsoil per the cross-sections and ignored the amount of topsoil that was listed in the Contract Schedule of Prices.

In *Maintenance Engineers, supra*, there was a discrepancy between the square area contained on the legend regarding a weed and grass area and the actual area. The legend stated that the square feet area was 167,000 square feet while the area actually contained 1,886,000 square feet. The contractor sought reimbursement for the increased expenses due to the unexpected 11-fold increase in square footage as opposed to what was contained in the legend. The Court denied plaintiff's claim. The Court first determined that an ambiguity existed in the contract. The Court in *Maintenance Engineers, supra*, stated that a patent ambiguity is defined inexplicably as an ambiguity that is "so glaring as to raise a duty to inquire." A contractor's failure to comprehend an obvious ambiguity in no way excuses its affirmative duty of inquiry. *Carothers Constr. Co., Inc. v. United States* (1990), 20 Ct. Cl. 556, 560 (citing *J. A. Jones Constr. Co. v. United States* (1968), 184 Ct. Cl. 1, 395 F.2d 783).

In accordance with *Maintenance Engineers, Inc., supra*, a reasonable and prudent contractor, such as

Claimant, should have recognized the discrepancy between the quantity of topsoil listed in contract schedule of prices versus the quantity of topsoil contained in the cross-sections and typical sections.

Section 104.01 of the Standard Specifications requires that the contractor will perform all work in accordance with the Plans and Specifications. Section 104.01 states:

"Intent of the Plans and Specifications. The intent of the Plans and the Specifications is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the contract. The Contractor shall perform all earthwork, construct all base and surface courses, structures, and such additional, extra and incidental construction as may be necessary to complete the work to the finished lines, grades and cross sections in a substantial and acceptable manner. He shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work."

Section 105.04 provides that the contractor shall perform work in conformity with the Plans and Specifications. This section provides:

"All work performed and all materials furnished shall be in reasonably close conformity with the * * * cross sections * * * shown on the plans or indicated in the Specifications."

Section 102.05 of the Standard Specifications requires the contractor to examine carefully the work site, the plans, the proposal forms, and to inspect and be familiar with the local conditions affecting the work site. Section 102.05 states:

"Examination of Plans, Specifications, Special Provisions and Site of Work. The prospective bidder shall, before submitting his bid, carefully examine the proposal form, plans, specifications, Special Provisions and form of contract and bond. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the contract and the detailed requirements of construction. If his bid is accepted, he will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions. The Department will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect."

Additionally, the requirements of section 102.05 were reiterated on the Bid Form BD 353 (8-79), item 4, which states:

"The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract, and contract, and contract bond, and special provisions (if any), and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same."

Section 102.04, Interpretations of Quantities in the Bid Schedule, states in part:

"* * * that the quantities in the bid schedule are only approximate and are prepared for the comparisons of the bids * * * The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as hereinafter provided."

Contrary to Claimant's contention, Claimant cannot now expect to recover based on its failure to perform its obligations or to properly examine the work site and the plans.

The site investigation clause and the bid form warned that Claimant would be responsible for checking the local site conditions and for examining the plans and specifications. These contract provisions, along with the Claimant's general knowledge in performing many contracts and doing earthwork, demonstrate that Claimant's reliance on the error contained in the contract was unjustified. If Claimant had reviewed the cross-sections and had gone to the job site to review the area to determine the amount of topsoil necessary, it would not be in the predicament it finds itself in.

Respondent's Affirmative Defenses Argument

Respondent has pled three affirmative defenses, namely, estoppel, unjust enrichment, and mutual mistake of fact.

In the initial hearing, the Department was not permitted to put into evidence testimony regarding its contract

defense, mutual mistake of fact. A mistake may be pleaded as a defense to a contract action. (17 C.J.S. Sec. 146.) Mutual mistake is a contract defense based in law but it utilizes the equitable principle, rescission in executing it as a defense. In order to show that there was a mutual mistake, the party pleading it must prove that the mistake relates to a material feature of the contract, that it is of such grave consequence that enforcement of the contract would be unconscionable, that it occurred notwithstanding the exercise of reasonable care, and that the other party can be placed in *status quo*. *Santucci Construction Co. v. County of Cook* (1974), 21 Ill. App. 3d 527.

This Court has applied the contract defense of mutual mistake in other Court of Claims cases. (See *Rossi Contractors v. State* (1975), 31 Ill. Ct. Cl. 133; *Duffy v. State* (1978), 32 Ill. Ct. Cl. 633; and *Crawford, Murphy & Tillis, Inc. v. State* (1977), 32 Ill. Ct. Cl. 71.) Thus, this Court has jurisdiction to hear the affirmative defense of mutual mistake by virtue of the fact that it is a defense based in law and not in equity as to the contract action.

The Department's affirmative defenses of estoppel and unjust enrichment are equitable in nature. The Court of Claims has jurisdiction to hear defenses to a contract action that arise out of equitable principles due to the fact that it has jurisdiction to hear contract actions.

This Court in *Wilder Mobile Homes v. State* (1980), 33 Ill. Ct. Cl. 227, acknowledged estoppel as a valid defense to the contract. In *Wilder, supra*, claimant leased mobile homes to respondent for the time period of July 1, 1977, to June 30, 1978. Subsequent to the signing of the lease, it was learned that the leases were not awarded pursuant to competitive bidding procedures required under the State Purchasing Act. On January 19, 1978, the State vacated the mobile homes. The State employee who entered into the contract did not have legal authority to do

so since there was no compliance with the State Purchasing Act. The Court stated, "[t]he State is not estopped from denying the legality of a contract even though it has accepted the benefits." Additionally, in *Maintenance Engineers, supra*, the United States Government was allowed to plead its affirmative defense of estoppel. Similarly, Respondent should be able to raise its equitable defense of estoppel or any other equitable defenses it may have to the contract.

Contract actions have defenses that are equitable and legal. By only allowing the State to raise legal defenses that do not utilize equitable principles would severely limit the defenses the State would be able to plead in defending contract actions.

Respondent argues in its brief that it was precluded from setting forth its mutual mistake defense by Claimant's counsel's refusal to allow Allan Dunteman to answer the question posed to him as to whether he actually knew that 27,180 square yards of topsoil and not 3,020 square yards of topsoil were needed to complete the Warrenville Road Project. Respondent maintains that the failure to answer the question gives rise to the inference that Claimant had actual knowledge of the error in the quantity of topsoil listed in the bid documents. Therefore, Claimant knew that 27,180 square yards (not 3,020 square yards) of topsoil were necessary and bid $23 per square yard to intentionally take advantage of the error. Respondent cites I.P.I. 5.01, Failure to Produce Evidence or Witness.

Respondent asserts that the claim should be denied because Claimant attempted to perpetuate a fraud on the State. (See section 14 of Court of Claims Act, 70 ILCS 505/14.) Claimant knew of the error in the stated amount of topsoil and failed to advise Respondent.

Respondent argues that Claimant is in breach of the implied obligation of good faith and fair dealing. The term "good faith" means, "an implied undertaking not to take opportunistic advantage in a way that could not have been contemplated at the time of drafting." *Capitol Options Investments, Inc. v. Goldberg Bros. Commodities* (1992), 958 F.2d 186; *Thiems Construction Co. v. State* (1993), 45 Ill. Ct. Cl. 267.

Estoppel, an equitable doctrine, prevents Claimant from taking advantage of his own wrongdoing. In *M. J. Oldenstedt Plumbing v. K-Mart* (1994), 257 Ill. App. 3d 759, at 764 the Court stated that the elements are:

> "(1) words or conduct of the party whom estoppel is alleged, constituting either misrepresentation or concealment of material facts; (2) knowledge on the part of the party against whom estoppel is asserted that the representations were untrue; (3) the party claiming the benefit of estoppel must not have known the representations were false either at the time they were made or at the time they were acted upon; (4) the party estopped must either intend or expect that his conduct or representations will be acted upon by the party asserting estoppel; (5) the party claiming the benefit of estoppel must have relied or acted upon the representations; and (6) the party claiming the benefit of estoppel must be in a position of prejudice if the party against whom estoppel is alleged is permitted to deny the truth of the representations made. [Citations omitted.] Fraudulent intent is not necessary to estoppel."

Respondent has proven all elements constituting estoppel. The first two elements are met because Claimant intentionally concealed the fact that the topsoil quantity contained in the Schedule of Prices and in the Summary of Quantities was insufficient to complete the Warrenville Road Project and intentionally bid $23 per square yard for the topsoil knowing the topsoil was to increase by a factor of nine. The third element is met because the Department did not know of the discrepancy in the amount of topsoil necessary to complete this job. The fourth element is met because Claimant intended or expected that its concealment of the error in the topsoil quantity would be relied upon. The fifth element is met by the Department accepting the bid for $23 without

knowing the quantity of topsoil was insufficient by a factor of nine. The sixth element is met because Respondent will be prejudiced by paying approximately a half million dollars for one pay item which is one-fourth of the total contract price but which, in fact, is only a small portion of the project.

An unjust enrichment claim under Illinois law requires a showing that a defendant has unjustly retained benefit to the plaintiff's detriment, and the defendant's retention of benefit violates principles of justice, equity and good conscience. (*Schole v. Ames* (1994), 850 F.Supp. 707.) In the instant matter, Claimant would be unjustly enriched at the expense of the State of Illinois and Claimant's behavior violates the principles of justice, equity and good conscience. Claimant failed to advise IDOT of the discrepancy in the amount of topsoil necessary to complete the job and knowingly bid $23 a square yard to take advantage of the error. Further, Claimant proceeded to place more than eight times the topsoil without advising IDOT that it was going to do so.

Respondent argues that Claimant has failed to make a *prima facie* case for a contract loss. Respondent maintains that the Claimant's loss of $420,000 on the total project was incurred by losses on other pay items and such losses are not relevant. Respondent contends that Claimant did not sustain its burden of proof to establish that it had a loss as a result of topsoil placement.

Respondent rebuts Claimant's request for prejudgment interest and attorney's fees by stating that such will not be awarded absent a statute expressly allowing such recovery. *Centrola v. State* (1981), 41 Ill. Ct. Cl. 119; *Doe v. State* (1986), 40 Ill. Ct. Cl. 37; *A. J. Altman & Company v. State* (1994), 46 Ill. Ct. Cl. 56; and *Meade v. State* (1979), 33 Ill. Ct. Cl. 113.

Claimant's Reply Argument

Respondent's construction of section 105.05 would render numerous provisions of the contract meaningless. In construing a contract, the ultimate goal is to discern and give effect to the intent of the parties as that intent is expressed or implied in fact to the contract taken as a whole. Since it is presumed that each provision of the contract was inserted deliberately and for a purpose, the intention of the parties will not be determined from isolated provisions of the contract. (*E. G. Martindell v. Lakeshore National Bank* (1958), 15 Ill. 2d 272.) In construing the contract documents as a whole, provisions which seem to be in conflict should be reconciled if possible. *J&R Electric Co. v. Edward P. Allison Co.* (1970), 125 Ill. App. 2d 123; *Agnell v. Illinois Bell Telephone Co.* (1950), 342 Ill. App. 516.

Final payment to Dunteman was to be based upon final quantities delivered to the site as measured in the field. Otherwise, section 102.04 Interpretation of Quantities in the Bid Schedule; section 109.03 Increased or Decreased Quantities; section 216.08 Basis of Payment of the Standard Specifications; and certain Special Provisions would be rendered meaningless.

During the course of construction, 121 of the original 174 pay items either increased or decreased in quantity. Fifteen new pay items were added and four pay items were deleted. Claimant's exhibit no. 3 shows that Dunteman's initial contract value of $2,010,848.15 fluctuated through quantity increases or decreases and the deletion or addition of pay items in the amount of $504,913.45. These additions and deductions do not include payments allegedly due for uncompensated topsoil. Each of these quantity increases or decreases were paid for in accordance with the sections set forth above, regardless of the financial impact upon Dunteman.

Under Respondent's construction of section 105.05, the engineer would now have the authority to adjust the unit price of 121 pay items to "fulfill the intent of the plans and specifications." Clearly, section 105.05 was never intended to govern such a circumstance but rather was intended to simply allow the engineer to complete the project as it was intended to be built by the owner. In this instance, section 105.05 authorizes the engineer to lay out the roadway and direct the contractor to construct the project within the engineer's layout (including the placement of topsoil) for which the contractor will receive an agreed-upon unit price already determined.

Respondent next bootstraps itself into an "apparent error" theory based upon the cross-section plans. Based only upon the inclusion of these plans in the contract documents, Respondent concludes that Dunteman had more accurate knowledge or should have had more accurate knowledge of the "apparent error" than either the developer (Corporetum), the owner (Village of Lisle), the engineer (Barton-Aschum), or IDOT. The mere fact that quantities can be calculated from the cross-section plans does not in itself create an apparent error. Obviously, it is the owner, through its engineer, who determines what shall be let for bidding. An owner simply may have other plans or resources available to it to perform certain portions of the work. Furthermore, it is readily apparent from the record that no one utilized the cross-section plans to verify topsoil quantities already summarized in the Schedule of Prices and Summary of Quantities.

Even the Department's expert, Richard Conklin, admitted on cross-examination that time constraints, bidding activity, and manpower impact a contractor's ability to verify an owner's quantities. He conceded that it would be a judgment call for the contractor as to whether or not to quantify every unit in a unit price contract and further

conceded that only significant items may be reviewed. Consequently, Dunteman was reasonable in relying upon the contract Schedule of Prices and the Summary of Quantities in the preparation of its bid. Dunteman did nothing to mislead or deceive the Department.

The record further discloses that the Department's field inspector resident engineer, George Karlis, failed to maintain a daily record of pay items placed in the field which would have allowed the Department to verify the nature and cost of changes in the plans and specifications. Respondent's assertion that Dunteman's superintendent should have realized that additional topsoil was being placed fails to recognize the duties and role the inspector resident engineer played in the project. It cannot do this without dismantling the mutuality of benefit and burden upon which unit price contracting depends.

It is well-settled that the Court of Claims does not have subject matter jurisdiction to hear affirmative matters based upon equitable claims or defenses. In *National Railroad Passenger Corp. v. State* (1983), 36 Ill. Ct. Cl. 265, the Court stated:

"The Court of Claims is not a court of general jurisdiction. Cases show that we have no authority to allow claims based on *quantum meruit*, that estoppel is no defense; that we are not a court of equity and cannot allow claims based thereon. We are referred to often times as a 'quasi-court.'

The legislature has granted this court authority to decide cases only in specific cases, and we must adhere to the limits imposed on us. This is a concession to the rule that the State, as a sovereign, cannot be sued.

In deciding our cases, we must decide them within the authority granted to us regardless of any harshness involved.

Were we authorized to consider equities, our holdings might be different in many cases, but we deem it beyond our authority to do so. The legislature has limited us in this regard.

In the case before us we are compelled to decide solely whether the statute of limitations has run since the accrual of the cause of action arose; we can give no credence to harshness nor to estoppel." 36 Ill. Ct. Cl. 265, at 266-67.

Clearly, estoppel is not available as a defense. Similarly, unjust enrichment, which is really nothing more than *quantum meruit* pled as a defense rather than as a cause of action, is an equitable defense. Also, either unilateral or mutual mistake require the rescission of a contract and a rescission of a fully performed contract is not available in the Court of Claims as this Court lacks subject matter jurisdiction. (See also *In re Application of Florence J. Ward* (1981), 35 Ill. Ct. Cl. 398 wherein the Court states: "* * * the doctrine of latches is an equitable defense and this court has steadfastly recognized that it does not have equitable jurisdiction.") More recently, the Court of Claims in *Wil-Fred's, Inc. v. State* (1989), 41 Ill. Ct. Cl. 44, stated that:

> "The respondent, in its brief, asserts the defense that the Court of Claims has no jurisdiction over any claim predicated upon equitable doctrines, including promissory estoppel.
>
> Promissory estoppel is an equitable doctrine offering relief where no legal remedy may be available. This court has held that it has no jurisdiction over claims sounding in equity. See *In re Application of Ward* (1981), 35 Ill. Ct. Cl. 398."

The current trend in the Court of Claims is to recognize that this Court is not a court of general jurisdiction which is empowered to consider the equities of a dispute. The Court of Claims has been granted authority to decide cases only in specific matters and this Court must adhere to the limits imposed upon it.

Assuming *arguendo* that the cases cited by Respondent are on point, they clearly do not follow the current trend in the Court of Claims' cases and have been superseded by cases cited by Claimant. *National Railroad Pasture Corp. v. State* (1983), 36 Ill. Ct. Cl. 265.

Assuming *arguendo* that this Court does have jurisdiction over the affirmative matters, Respondent still cannot prevail. Respondent's affirmative defenses allege "an

obvious scrivener's error" and a "clerical error" as grounds for rescission of the contract due to unilateral mistake of fact. Respondent relies upon a case entitled *STS Transport Service v. Volvo White Truck Corp.* (7th Cir. 1985), 766 F.2d 1089. The *STS Transport* opinion points out that three conditions must be fulfilled before a contract can be rescinded (766 F.2d at 1093):

> "As the law now stands, three conditions must be fulfilled before a contract can be rescinded (1) a mistake must relate to a material feature of the contract; (2) it must have occurred despite the exercise of reasonable care; and (3) the other party must be placed in the position it was in before the contract was made."

In order for the affirmative defense of scrivener's error to succeed, Respondent must show that the topsoil quantity error contained in the plans and specifications occurred despite the exercise of reasonable care and that Claimant can be placed in the position it was before the contract was executed. Claimant was, in the aggregate, the low bidder on this project. Due to its completion of all pay items, including topsoil, Claimant has lost in excess of $411,183.35 over the course of constructing this project.

The Law

The meaning of a written contract is ordinarily a question of law and not one of fact. In the absence of an ambiguity, the construction of the contract must be ascertained by the language utilized in the contract. (*Lenzi v. Morkin* (1984), 103 Ill. 2d 290.) The determination of whether an agreement is ambiguous is also a matter of law. *Touhy v. Twentieth Century-Fox Film Corp.* (1978), 69 Ill. App. 3d 508.

The rights and obligations of the parties are determined from the plain and unambiguous wording of the contract. Any ambiguities are to be construed against the Respondent as drafter of the contract. *Hoel-Steffen Construction Co. v. State* (1982), 35 Ill. Ct. Cl. 108.

The documents comprising the contract between the parties are specified on page A0000003 of joint exhibit no. 1B. This page is entitled "Contract" and bears the signatures of the agents of the parties. The page states that the Notice of Bidders, Special Provisions, Proposal, Contract Bond (hereinafter referred to as "Notice"), the Plans, and the Standard Specifications for Road and Bridge Construction are all essential documents of this contract and are a part thereof.

The Notice includes the statement that topsoil placement "will be paid for at the contract unit price per square yard * * * which price shall include furnishing and placing of topsoil." Section 216 of the Standard Specifications governs the methodology of topsoil construction (site preparation and placement). However, section 216 does not provide guidance towards resolution of the issue of contract construction. The primary question remains: Was the contract for 3,020 square yards or 27,180 square yards?

The bid proposal submitted by Claimant includes language that Claimant agrees that it "understands the quantities mentioned are approximate only and that they are subject to increase or decrease * * *." This same paragraph indicates that unit prices shown in the Schedule of Prices multiplied times the actual quantities equal the full payment.

Item no. 216003 of the Contract Schedule of Prices has a "TOPSOIL PLACEMENT 4" pay item description and indicates a quantity of 3,020 square yards. The proposal includes a statement that Claimant submits his schedule of prices and that he must show in the schedule the unit prices. Claimant submitted a unit price of $23 per unit with a topsoil projected price of $69,460.

Respondent moved for a directed verdict at the hearing of April 26, 1996, and continues in that motion in

its brief. The evidence, when viewed most favorable to the Claimant, does not so overwhelmingly favor Respondent that verdict for Claimant could never stand. *Pedrick v. Peoria and Eastern Railroad Co.* (1967), 37 Ill. 2d 494.

Based on all the evidence, the Court finds that the evidence clearly indicates that the contract as entered intended for Claimant to provide 3,020 square yards of topsoil at a price of $69,460.

The next question to be resolved is whether the contract unambiguously required 3,020 square yards or 27,180 square yards of topsoil. On this issue, Respondent asserts that Claimant had actual or constructive knowledge that the project required 27,180 square yards. It is clear that Respondent also had actual and constructive knowledge that the project required 27,180 square yards during the preparation of the plans and the design of the project. However, in order for the Court to find that there is a mistake or an ambiguity, one would have to conclude that even though Respondent, through its agents, had this knowledge, Respondent somehow divested itself of this knowledge. Respondent's conduct was such that one could reasonably conclude that the divestiture of knowledge, if such an event were possible, arose through Respondent's own negligence.

The Court finds that both Claimant and Respondent had actual knowledge that the project would use and the contract required approximately 27,180 square yards of topsoil. The time of this knowledge remains in question. When Claimant discovered this knowledge remains to be determined.

Respondent actually knew when it designed the project that approximately 27,180 square yards of topsoil were necessary. At the time of bidding, it intended to pay

$23 a square yard for 3,020 square yards. We must ask, did Respondent agree to pay the unit price of $23 a square yard for any topsoil above 3,020 square yards? Construing the documents against the drafter (and designer), the Court finds that Respondent did agree to so pay. In the event the Department had issued a stop oder after 3,020 square yards were placed, and prior to the placement of 21,266 square yards more, then the Court would give more weight to the State's argument.

The Court need not address the issues of balanced versus unbalanced bids. The parties generally agree that unbalanced bids are not *per se* unacceptable. In this instance, Respondent may have had the right to reject the bid because it was unbalanced, however, it did not and the issue is moot.

The case of *R. W. Dunteman Company v. The Village of Lombard* (1996), 281 Ill. App. 3d 929, is relevant to the instant matter. The *Lombard* case, like the instant case, involved a large variance between the estimated quantities stated in the subject contractor's unit price schedule and in the summary of quantities section of the plans for that job and the actual quantities. In the *Lombard* case, the plans show the estimated quantity for the work item "pavement removal" to be 330 square yards. The actual work entailed 16,525 square yards of pavement removal, a variance greater than that in the instant case.

In the *Lombard* case, the Village of Lombard claimed that since the plans and contract's estimate of quantities showed only 330 square yards of pavement removal work, R. W. Dunteman Company was only entitled to payment at the pavement removal rate for 330 square yards of pavement removal work and that all other pavement removal work performed should be paid at the

lower rate for the work item described as "special excavation." The Court summarized *Lombard*'s argument and R. W. Dunteman's response as follows:

"Finally, the Village contends that Dunteman is not entitled to the higher 'pavement removal' rate because, had it inspected the plans and examined the site, as provided in the contract, it would have discovered the conditions that led it to seeking the 'pavement removal' rate rather than the 'special excavation' rate. Specifically, the Village argues that it did not guarantee the accuracy of the plans at the time the work was put out for bids. Moreover, since Dunteman should have known through inspection the conditions of the jobsite, Dunteman cannot now complain about what it found.

Dunteman responds that the Village misunderstands the basis of Dunteman's claim. Dunteman does not claim that it was injured by the inaccuracy of the plans in this case. It is undisputed that this is a unit-priced contract, not a lump sum one, and the quantities listed were subject to change. The payment for work completed was based on actual quantities excavated * * *.

* * *

* * * The basis of Dunteman's claim is that it should be paid the '[pavement] removal' rate for materials they removed that fall under the contract definition of pavement removal materials. The fact that the contract the parties entered into provides for unit price and estimates, rather than fixed quantities, indicates that the amount and type of material to be removed were subject to adjustment based upon conditions found at the jobsite."

Based upon the foregoing analysis, the Appellate Court ruled that the magnitude of the variance between the plan quantities of pavement removal work and the actual quantities of such work was irrelevant. The Court ruled that R. W. Dunteman should be paid for all 16,525 square yards of pavement removal work that it performed at the pavement removal rate and not 330 square yards of work (the plan's estimated quantity for pavement removal work) at the pavement removal rate and the remainder of the work comprising pavement removal at a lower rate.

The *Lombard* case stands for the proposition that payment to a contractor under a unit price contract, such as the one at issue in this case, is governed by the unit prices agreed to and the actual quantities of work performed, not the estimated quantities. Further, the *Lombard* case indicates that variances between the estimated

quantities and actual quantities, even when the variances are as much as 4,907.57%, are immaterial.

In the instant case, the State's claim is predicated upon a quantity variance of nine times the estimated quantity. In the *Lombard* case, the quantity variance was greater than 49 times the estimated quantity. Nonetheless, the Appellate Court found the quantity variance to be irrelevant to the sum owed R. W. Dunteman under the contract.

Respondent argues that because Claimant was in breach of section 105.05 of the Standard Specifications, it is prohibited from recovering any monies under the terms of the agreement. Respondent further argues that Claimant's knowledge of the error and its failure to advise the Department is a breach of Claimant's implied obligation of good faith and fair dealing. Respondent also argues the equitable doctrines of estoppel and unjust enrichment.

Respondent, in support of its affirmative defenses, refers the Court to a sentence in section 105.05 of the Standard Specifications that states:

"The Contractor shall take no advantage of any apparent error or omission in the plans and Specifications, and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications."

Respondent clearly made an error by not placing the correct amount of topsoil needs on its Schedule of Prices. Respondent's engineer could clearly correct errors and make interpretations to fulfill the intent of the plans and specifications. However, this section does not permit the engineer to unilaterally decide to pay less per unit or to withhold payment for work already performed.

Respondent argues that Claimant's conduct is tantamount to fraud. However, no case law is provided to demonstrate that Claimant's conduct was fraudulent.

Respondent relies significantly on *Space Corp. v. United States* (1972), 470 F.2d 536 which reviewed a decision by the U.S. Court of Claims where a missing drawing in plans submitted by the United States to a contractor created an obvious omission or an ambiguity. The drawing would have shown a design that deviated from prior experiences in the industry and would result in a per unit price from $35 to $410. The Court in *Space Corp.* stated that a contractor who is faced with an obvious omission, inconsistency or discrepancy of significance, is obligated to bring the situation to the attention of the owner if he intends to resolve it in his favor. The case interprets federal law. The issue before this Court is whether section 105.05 of the Standard Specifications extends an affirmative duty on Claimant in the case at bar to notify Respondent of an inconsistency when the Claimant learns of the inconsistency.

Respondent also relies on *Maintenance Engineers, Inc. v. United States* (1960), 21 Ct. Cl. 553. *Maintenance Engineers, supra*, involved a situation where the pertinent terms, wherein an ambiguity was determined to exist, involved a fixed-price lump sum bid, not an indefinite per unit bid. The Court was deciding whether or not the contractor should be entitled to additional compensation for performing a greater amount of work than the work specified in the fixed price term.

Respondent has raised the issue that Claimant did not specifically notify Respondent when it started to place more than 3,020 square yards of topsoil and Respondent argues that the failure to notify Respondent prejudices Claimant's claim. However, the contract required delivery of approximately 27,180 square yards of topsoil and both parties had actual and constructive notice of the quantity and the parties contracted for the specific delivery of 3,020 square yards at $23 per unit.

Pursuant to these facts, Claimant was entitled to receive $69,460. Claimant already has received $62,063 for the topsoil delivered, therefore, $7,396.80 is owed to Claimant. Respondent also had its engineer on site for the time period that the topsoil was delivered and did not issue a stop order until 24,286 square yards had been delivered. Additionally, the contract, as a matter of law, required that approximate amount of topsoil. The final issue is whether or not Claimant should be paid $23 per square yard for 21,266 square yards, and if not, what is the appropriate amount, if any. The only other evidence of costs or prices for topsoil is $1.76 per unit as a national average and up to $4.50 per unit on the high side of the Department's estimates.

It is clear no mutual mistake, as that concept is used by our courts, has occurred in this case. A mutual mistake must involve a material or essential element of the contract and be a mistake shared by both parties. (*Beynon Building Corp. v. National Guardian Life Insurance Co.* (1963), 110 Ill. App. 3d 754.) In *Beynon, supra*, the court described mutual mistake as one in which the parties reached a good faith agreement, but due to error, the agreement is not accurately reduced to writing.

What this Court must determine is if section 105.05 of the Standard Specifications saves the Respondent from its own negligence in first writing the contract incorrectly and then not issuing a stop order until the work was substantially completed. The question can be posed as follows: In the event Dunteman knew the State inserted an incorrect figure for the amount of topsoil (square yards rather than cubic yards), can Dunteman remain silent and collect the greater figure? The closest case on the facts in the Court of Claims is *Agles v. State* (1980), 37 Ill. Ct. Cl. 134, in which the claimant believed, in an emergent situation, that he was a direct contractor with the State and not

a subcontractor who later was not paid because of an IRS lien on the contractor's bank. The State did not fully disclose its method of payment, which would have apprised the claimant of the State's belief that claimant was a subcontractor. In that situation, the Court reasoned that:

"[i]f there is a mistake in material fact with respect to a contract, and one of the parties knew or should have known of the ambiguity but did not disclose the ambiguity to the other party, the party that fails to disclose is bound by the mistaken party's interpretation. *Stone v. Those Certain Underwriters at Lloyds, London* (1980), 81 Ill. App. 3d 333."

On this basis, the Court awarded claimant the amount of his claim. In the case at bar, the Claimant/contractor knew of the State's error in the contract, but failed to disclose the error. This knowledge is imputed against the Claimant. Again, when Claimant learned of the error is crucial to our determination in this case.

Also, prior to rendering a final decision in this case, the Court must discuss one additional matter. Pursuant to the Court of Claims Act, 705 ILCS 505/12 states:

"Examination of Claimant. The Court or a commissioner may direct any claimant to appear, upon reasonable notice, before the Court or one of its judges or commissioners or before a notary and be examined under oath or affirmation concerning any matter pertaining to his claim. The examination shall be reduced to writing and be filed with the Clerk of the Court and remain as a part of the evidence in the case. If any claimant, after being so directed and notified, fails to appear or refuses to testify or answer fully as to any material matter within his knowledge, the Court or commissioner may order that the case be not heard or determined until he has complied fully with the direction of the Court."

We find that Allan Dunteman was the agent of Claimant most knowledgeable of the facts in the case and stood in the place of the corporate Claimant. A material issue in the case was Claimant's actual knowledge and the timing of that knowledge of the State's error in the contract, particularly in regard to the applicability of section 105.05 of the Standard Specifications.

During Respondent's case in chief, Claimant's employee, Allan Dunteman, failed to provide the Court with

relevant information regarding his knowledge as to the amount of the topsoil that his company thought was necessary to complete the Warrenville Road Project. Respondent's counsel inquired as to whether Claimant, indeed, had knowledge of the error but Claimant failed and refused to answer these questions even when ordered to do so by Commissioner Hanley. The transcript of testimony indicates as follows:

"MR. FALKOF: I'm going to object to the question, your Honor. There's no foundation for that at all. It has been clearly stated throughout and even today that the amounts that are in the estimated quantities are in fact that: estimated quantities.

The plans tell us how much topsoil is required. Mr. Shirmer told us plans are correct. We don't have any contest over what the plans show us. There is no foundation for that question at all, not based upon the testimony they elicited today.

THE COURT: I'm interpreting the question to be posed to this witness as whether this witness at the time he made his bid believed the—the factual matter included in the question to be such.

MR. FALKOF: That's not relevant. That is absolutely irrelevant to the issues before this Court.

As I said before, assume for the moment that he knew. Let's take that as an assumption for the moment.

That doesn't tell us whether or not the State has an equitable defense that it can raise.

It doesn't go to their equitable defenses, nor does it go to any damages that R. W. Dunteman would have suffered.

We are here today in part to make it absolutely clear to the Court of Claims that what goes on in the mind of a contractor at the time it prepares the bid, even in the case of an unbalanced bid, is not for the Court of Claims to later on inquire into. If he wants to make a little money, if he wants to raise the price on one item and lower the price on another item, if he wants to build in a profit on one item and not on another, that's up to him. That's not for the State later on to ask questions about in order to hammer him on what they're going to say.

So for those reasons we would strongly object to any questions which ask what was in the mind of this witness at the time that his bid was prepared.

THE COURT: Miss Schaffrick?

MS. SHAFFRICK: This is just going to his knowledge regarding the scribner's [sic] error regarding the amount of topsoil needed for this job.

THE COURT: I'm going to overrule the objection. And I do understand that Claimant can continue to argue this in its memorandum, that any testimony provided in response to this question is not relevant.

However, I'm going to allow the evidence to be presented.

MR. FALKOF: With all due respect to the Court, the R. W. Dunteman Company takes a position that we think is consistent with the law and which needs to be made absolutely clear in order to protect contractors who bid on State jobs.

We have instructed our client, Mr. Allan Dunteman, to not answer that question. As we are making that clear for the record today, that he will not answer that question.

Now, we realize that creates possibly a very unique dilemma to this Court, because normally a lawyer does not instruct his witness not to answer during a trial.

We have done the research to find out what would happen. There's nothing that gives us guidance in terms of what the Court should do today under these circumstances.

However, for guidance purposes, we did take a look at the rules which are developed which arise out of discovery. And the sanction which would derive from Illinois Supreme Court Rule 219 and from Federal Rule 37 is that where a witness during a discovery proceeding—and that's the only thing we have to work with here—refuses to answer a question and later on that question is found to be one that should have been answered, the Court may enter a sanction in the form of an order that states that the matters regarding which the order was made shall be taken as established for purposes of the action in accordance with the claim of the party obtaining the order.

So we fully understand that this court, in the event Mr. Dunteman does not answer that question, could well take the position that for purposes of this hearing it can be assumed that the R. W. Dunteman Company knew of the discrepancy between the plans and the estimate which is contained on the Summary of Quantities.

THE COURT: Madam Court Reporter, for my benefit would you read back the question that was posed to this witness.

MR. REIMAN: Could we read the question as interpreted by you?

THE COURT: Okay. Let's start with the question, and then let's go to my ruling after the question * * *

THE COURT: The grounds of the objection was relevancy; is that correct?

MR. FALKOF: That's correct.

THE COURT: Okay. I'm going to maintain my ruling. I'm still finding that the question is relevant. I believe that the parties can argue that such evidence does not prove or does prove any of the elements necessary for a party to demonstrate in order to prevail on an equitable theory.

I'm very well aware of the three-part elements necessary for mutual mistake in a rescission of the contract. But I believe the parties can argue that.

I am most concerned that the judges of this court may deem that question to be relevant. And in the event the judges which have the final say in this matter disagree with this ruling and believe it not to be relevant, then I think the whole issue does fly out the window.

However, I believe it's necessary for us to have a complete record that I ruled that the matter—that the question is relevant. I believe it to be relevant.

MR. REIMAN: Commissioner, we understand that. We want it made clear that we have instructed Mr. Dunteman not to answer the question.

I indicated during one of our pretrial conferences that there would likely come a point in these proceedings where we would draw a line in the sand; and this is that line.

MS. SHAFFRICK: Your Honor, I move for directed verdict.

THE COURT: I also understand Mr. Falkof's comments on behalf of claimant not to be an admission that this witness knew or did not know.

MR. REIMAN: That's correct.

THE COURT: And I want the record to be very clear on that. Mr. Falkof was only attempting to instruct and assist the court in determining how to construe the advice that's been provided to counsel—or to the witness and the impact of that advice or a nonanswer.

MR. FALKOF: That is correct.

MR. REIMAN: That is exactly correct, your Honor. We recognize that when an attorney directs his client to ignore a court order, something must be done and the appropriate remedies will be proposed; that the purposes of these proceedings, the Court can take the evidence in the light least favorable to the claimant.

THE COURT: I'm directing the witness to answer the question.

MR. FALKOF: And due respect, we have advised the witness not to answer that question.

THE COURT: Ms. Schiffrick [sic], you may proceed." R. 214-221. See exhibit B, pages of transcript.

Allan Dunteman was directed to answer a material question regarding the amount of topsoil and his knowledge of the error in the contract. This is a close case. The interaction of the contract language, contract defenses, and the application of section 105.05 of the Standard Specifications requires difficult decisions. The timing of Dunteman's knowledge of the error is crucial to the Court's final determination in this case. We are very mindful of the State's negligence in drawing the contract and failing to monitor the topsoil work and issue a stop oder as soon as the contract estimate was exceeded. However, truthful answers to the hard question regarding Claimant's knowledge of the error must be included in the mix to render a proper decision.

Therefore, pursuant to section 12 of the Court of Claims Act (705 ILCS 505/12), we find that Claimant's agent refused to testify and answer fully as to a material matter within his knowledge.

The Court has reviewed the record and finds that Claimant is not entitled to sanctions against Respondent.

Lastly, we find that Claimant is not entitled to attorney's fees as there is no statute allowing attorney's fees under the facts of this case.

Therefore, it is ordered:

A. That this cause shall not be determined until Claimant's agent, Allan Dunteman, complies with the order of Commissioner Hanley to answer all of the questions of Respondent.

B. That Claimant's motion for sanctions is denied.

C. That Claimant's request for attorney's fees is denied.

D. That the cause is remanded to the active docket of Commissioner Hanley.

E. That Claimant shall notify Respondent, the Commissioner, and the Court within 30 days of when Allan Dunteman will testify.

F. That in the event Allan Dunteman refuses to testify and answer all relevant questions, the cause will be dismissed for want of prosecution.

SUPPLEMENTAL OPINION

FREDERICK, J.

This cause comes before the Court for a final determination of the issues raised by the Court's opinion filed

on January 6, 1999. Pursuant to the Court's order, the testimony of Allan Dunteman was resumed and completed on May 3, 1999, with Commissioner Hanley presiding.

The Court has carefully reviewed the testimony of Allan Dunteman and the affidavit of Ted Walschleger. In light of Mr. Dunteman's sworn testimony that he was not aware of the discrepancy in the contract at the time of the signing of the contract, we hesitantly must find that Claimant would be entitled to an award. Mr. Dunteman testified that at the time the bid was made, he believed that 3,020 square yards of soil were necessary. He further testified that he did not have knowledge of the discrepancy until some point after the soil was being delivered to the site. This testimony along with the other factors which were addressed in the Court's opinion sway the Court to find for Claimant.

Those factors are that IDOT's consultant, Barton-Aschum, correctly computed the soil needs on the project to be 3,020 cubic yards as shown on its calculation sheet. However, when the number was placed onto the Summary on the Plans, it was misidentified as 3,020 square yards. This summary was used by IDOT to prepare its schedule for unit bidding. This was negligence on the part of Barton-Aschum and it was negligence on the part of, or imputed to, the owner (IDOT) for not correcting the error.

IDOT also was aware that Claimant's bid of $23 for a square yard of soil was extremely out of line because they placed a red check mark next to it and IDOT personnel specifically discussed it before making the award. IDOT awarded the contract to Claimant because Claimant's total bid was substantially less than all others. Because IDOT's attention was brought to this item at bidding but before letting, IDOT had an opportunity to correct this pay item requirement but apparently did not sufficiently review this pay item and did not correct it.

Additionally, IDOT accepted all of the soil (3,020 cubic yards) then refused to pay for it. IDOT had personnel supervising the project, on and off site, and could have detected the discrepancy and stopped delivery.

Respondent argues that because Claimant bid substantially lower amounts for top soil on other projects and Claimant bid an exorbitantly high amount on this project for top soil, that the Claimant must have known that 3,020 cubic yards were needed for the project instead of 3,020 square yards. We do not accept Respondent's position. There could be various reasons why a bidder would bid so high for this or any particular pay item. Respondent's argument is in effect that IDOT would have been willing to pay an exorbitant amount of money for 3,020 square yards of soil but not for 3,020 cubic yards of soil. This argument is not accepted by the Court.

IDOT had actual knowledge of the soil requirements. Because of its own negligence, the schedule at bidding indicated a lower quantity of soil. Because of Respondent's negligence, even though the item drew special attention, IDOT did not correct the quantity and contracted for the soil at a specified per unit bid. IDOT then accepted the soil without correcting the quantity, discussing it with Claimant, or stopping delivery. They just refused to pay the per unit price to Claimant. There is considerable negligence on the part of the Respondent and/or its agent. This negligence does not provide a basis for refusing to make payment to Claimant.

This contract was prepared by Respondent. Based on all of the evidence, we find that section 105.05 does not save Respondent from its own negligence under the facts of this case as stated in the Court's opinion. Claimant is entitled to an award of $496,514.80. There is no basis upon which to order an award of attorney's fees or interest. Claimant is not entitled to attorney's fees or interest.

The Court further notes that Respondent has provided the Court with sufficient information to determine that sufficient funds lapsed to pay the award herein in full.

Prior to entering our judgment, we would be remiss if we did not state that in prior decisions of this Court, we have warned those entities doing business with the State that they cannot do business with the State on a handshake basis. Every "i" must be dotted and "t" crossed. Based on the facts of this case and the State court decision cited in the Court's opinion, the State should be forewarned to dot the "i's" and cross the "t's" when dealing with Claimant.

For the foregoing reasons, it is the order of the court that Claimant is awarded $496,514.80 in full satisfaction of its claim.

ORDER

FREDERICK, J.

This cause is before the Court on Respondent's motion to reconsider and Claimant's response thereto.

It is hereby ordered that Respondent's motion to reconsider is denied. The Court's order of May 14, 1999 is affirmed.

(No. 89-CC-2715—Claim dismissed.)

KAREN OLENICK, as Independent Executor of the Estate of GLORIA OLENICK, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed November 1, 1999.

MUNDAY & NATHAN (THOMAS NATHAN and LISA PACH, of counsel), for Claimant.

JIM E. RYAN, Attorney General (EDWARD C. SEWARD III, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*negligence—what Claimant must prove.* The State is not an insurer of the safety of users of its highways, and in order for a Claimant to prevail in a negligence action, she must prove that the State had actual or constructive notice of a dangerous condition and that the alleged defect was the proximate cause of the decedent's death, and the mere fact that a defective condition existed is not, in and of itself, sufficient to constitute an act of negligence on the part of the Respondent.

SAME—*decedent's car struck by train at railroad crossing—claim dismissed.* Based upon evidence indicating that problems existing at an intersection located near a railroad crossing were not recognized until after the decedent's fatal collision with a train, along with testimony showing that the decedent likely experienced sun blindness immediately before the accident which caused her to drive in the wrong lane of traffic, a claim by the executor of the decedent's estate was dismissed, since there was no proof that the State had actual or constructive notice of a dangerous condition at the intersection.

OPINION

RAUCCI, C.J.

On February 29, 1988, Gloria Olenick was killed when the motor vehicle she was operating collided with a northbound commuter train just east of the intersection of Lehigh and Howard in the Village of Niles, Cook County, Illinois. The evidence established that she turned left from southbound Lehigh to go eastbound on Howard. Unfortunately, she executed the turn improperly and for a brief distance drove eastbound in the westbound lanes before her vehicle was struck. What caused her to execute the turn improperly, thereby circumventing the grade crossing gates, forms the basis of this claim.

Gloria Olenick, a 57-year-old widow and mother of three, was the owner and operator of an advertising agency located a short distance from the scene of the collision. She had assumed responsibility for the operation of the agency after her husband's death in 1985. Based on the lost

income projections presented by Claimant, Mrs. Olenick's business was successful. She was familiar with the intersection of Lehigh and Howard since she had driven through it a countless number of times. The intersection itself is complicated by the existence of railroad tracks which are east of and run parallel to Lehigh. On the date in question, the traffic signals for north and southbound Lehigh remained green with the approach of a train from either the north or the south. Naturally, the east and westbound traffic lanes on Howard Street would be confronted with red lights during the approach of a train. In addition, the gates and lights which were designed in accordance with the Federal Highway Administration Code, the Manual of Uniform Traffic Control Devices and the Institute of Traffic Engineers Manual for Traffic Signal design, would become activated. There were, however, two additional signs which were activated for traffic coming southbound on Lehigh (such as Gloria Olenick) when the crossing gates were down and the flashing lights were operating. Located on both the east and west side of Lehigh on the south side of Howard, these signs were designed to advise motorists, such as Mrs. Olenick, that no left turns were allowed when the gates were down and the lights were flashing. These signs were working on the date of the collision.

The weather on February 29, 1988, was clear and dry. The accident occurred shortly after 9:00 a.m. Therefore, in the seconds immediately before the collision as a commuter train approached Howard, Mrs. Olenick was on Lehigh operating her vehicle southbound and the light was green as she approached the intersection. Mrs. Olenick drove her vehicle directly in the path of a train seemingly unaware of the lights, gates and signs. Claimant has produced evidence to explain these actions.

At that time of the day at that time of the year, the sun would come up from the southeastern horizon. It is

likely that Mrs. Olenick experienced sun blindness at the time she made her turn to go eastbound, causing her to enter the westbound lanes and missing the gates which had come down over the eastbound lanes. The explanation is more plausible than the Respondent's contention that she was trying to get across the track ahead of the train.

Claimant has presented the testimony of a former Niles police officer who conducted an investigation of the intersection after this collision. By sitting at the intersection at the same time of the day as when Mrs. Olenick died, the officer could observe the problems the sun caused on a person looking in the direction of the gates and lights. Claimant established that an almost identical accident occurred at the very same location approximately two years earlier. The Niles police officer noted that the sun's effect on sight lines at the intersection was considerable at certain times of the day.

Claimant's expert witness opined that the intersection was hazardous because it did not have an all red sequence during the time trains were approaching and crossing Howard. He further opined that the "No Left Turn" signs were inadequate. The evidence established that the "No Left Turn" signs became active when the train that struck Mrs. Olenick's car was 1,300 feet south of the crossing. For approximately 30 seconds, the train approached Howard and the "No Left Turn" signs were on. It is likely that Mrs. Olenick was approaching Howard from the opposite direction, noticed the green lights for southbound traffic, started to make her left turn and became blinded by the sun, preventing her from seeing the lights and gates.

Claimant's theory of liability rests on the fact that it was solely the State's responsibility to decide upon the sequencing of the lights at the intersection, including the times when trains were present. Claimant admits that this

crossing itself is not under the State's control and is not contending that there was any defect in the gates and lights. The evidence establishes that the intersection did become dangerous during a window on certain days when the sun was at a particular place at a particular time, and this fact contributed to Mrs. Olenick's plight. However, the Respondent had placed two signs on the south side of Howard. The information provided by the various signs was somewhat contradictory and one of the "No Left Turn" signs was probably not visible to her. For Mrs. Olenick, the sun would have been a factor as she looked toward the southeast which was to her left. However, the sign on the southwest corner would not have been effected by the sun phenomena. Do these problems constitute sufficient basis to hold the Respondent liable for the death of Mrs. Olenick? We think not for the following reasons.

Mrs. Olenick's death was caused by a convergence of factors which were apparent to no one until after her death. Even after the prior accident, the problems previously discussed had never been recognized by the State or any other authorities. Certainly one accident in an otherwise functional intersection does not create notice of a dangerous condition. The prior accident could have been attributable to a number of other factors which cause train collisions all over the State. There was no obvious answer to what caused that collision and, therefore, the State gained no insight into the problem with the sun. In order to hold the State responsible, the Claimant must prove either actual or constructive notice of a dangerous condition. (*Alsobrook v. State* (1995), 48 Ill. Ct. Cl. 205.) Neither has been proved in this case.

The State is not an insurer of the safety of users of its highways. (*Cotner v. State* (1987), 40 Ill. Ct. Cl. 71.) In order for Claimant to prevail, she must prove that the

State had actual or constructive notice of the dangerous condition. (*Norman v. State* (1982), 35 Ill. Ct. Cl. 693.) "The mere fact that defective condition existed if, in fact, it did exist, is not in and by itself sufficient to constitute an act of negligence on the part of the Respondent." (*Palmer v. Northern Illinois University* (1964), 25 Ill. Ct. Cl. 1.) Claimant, in order to prevail, must also show that the alleged defect was the proximate cause of her decedent's death. *Stanley v. State* (1986), 39 Ill. Ct. Cl. 107.

While we are sympathetic to Claimant, we cannot on this record find liability on the part of Respondent.

It is therefore ordered, adjudged and decreed that this claim be, and it is hereby, dismissed with prejudice.

(No. 89-CC-3435—Claimant awarded $33,491.67.)

JUDITH A. MOROZ, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed September 3, 1999.

HAMM & HANNA, LTD. (RONALD L. HAMM, of counsel), for Claimant.

JIM E. RYAN, Attorney General (BRIAN J. DEES and CHRISTOPHER HIGGERSON, Assistant Attorneys General, of counsel), for Respondent.

HIGHWAYS—*driver of emergency vehicle—standard of care required.* The driver of an emergency vehicle must exercise the standard of ordinary care in an emergency situation, and since a police vehicle is an authorized emergency vehicle, the standard of ordinary care requires that a police officer responding to an emergency call must use a siren when necessary to warn pedestrians and other drivers of his approach, and drive with due regard for the safety of others.

SAME—*police car struck Claimant's vehicle at intersection—award granted.* In a woman's claim seeking compensation for injuries sustained

when a State police car in pursuit of a traffic offender struck the Claimant's vehicle at an intersection, damages were awarded for medical bills, lost wages and pain and suffering, where the testimony of the Claimant and her passenger established that they were proceeding through a green light when they were hit, and the police officer admitted that his attention was focused on the car he was pursuing and not on the road.

OPINION

RAUCCI, C.J.

This matter comes before us after hearing before Commissioner James E. Shadid. The Claimant commenced this action against Respondent State of Illinois as a result of a traffic accident with a state police vehicle. Claimant alleges that State Trooper Jeff Smith was negligent in the operation of his State vehicle.

On August 4, 1988, at approximately 12:55 a.m., an Illinois police vehicle driven by Trooper Smith was traveling southbound on Route 29 at its intersection with Washington Street in East Peoria, Illinois.

William Powers was a front seat passenger in the Moroz vehicle. He testified that as the Moroz vehicle approached the intersection, the traffic control device for the Moroz vehicle was red, turned to green and remained so as Claimant's vehicle entered the intersection. He did not see or hear anything to suggest that an emergency vehicle was in the area. Upon entering the intersection, the Claimant's vehicle was struck on the driver's side.

Claimant testified that as she approached the intersection her light was red; she slowed, the light turned green and she resumed her speed and entered the intersection while the light was green. She saw no emergency lights or heard any sounds to suggest that an emergency vehicle was in the area. She had looked both left and right before entering the intersection and saw no vehicle that would create an obstruction. She recalled seeing red

lights a split second before being hit and being knocked unconscious.

Jeff Smith, an Illinois state trooper, testified that he was traveling northbound on Route 29 near the intersection of Washington Street in East Peoria, Illinois. He saw a Thunderbird traveling southbound with one headlight and taillight operating. While approaching the intersection, he had a green light, passed through the intersection, made a U-turn, went southbound and observed that he still had a green light. He recalled having turned on his red and blue lights, and wig-wag headlights after making the U-turn. He recalled an impact after entering the intersection, but did not know what he had struck. He was looking at the Thunderbird, and did not see the Moroz vehicle.

Both Powers and the Claimant were clear and consistent in their testimony. Even though they admitted the consumption of alcohol prior to the accident, there is no evidence that it affected their ability to observe or recall the facts, or Claimant's ability to drive her vehicle.

Trooper Smith's testimony was not as consistent and the evidence indicates that his attention was focused upon the Thunderbird and not on the intersection. He also testified that the Illinois State Police did a reconstruction of the accident, but no one was called to testify to the findings of the reconstruction.

The driver of an emergency vehicle must exercise the standard of ordinary care in an emergency situation. In *Bouhl v. Smith* (1985), 130 Ill. App. 3d 1067, 475 N.E.2d 244, the parties were involved in a motor vehicle accident. The citizen driver, Bouhl, was operating a vehicle on a two lane road nearing a "T" intersection. She had come to a stop behind other stopped vehicles. Officer Smith at that time was to the rear of and proceeding in the same direction as Ms. Bouhl. Officer Smith stated he was traveling

below the posted speed limit and seeing the line of vehicles stopped, pulled into the oncoming lane of traffic to pass. At that time a vehicle turned onto the road at the intersection thus creating a head-on situation between the vehicle which had just turned and Officer Smith's car. Smith then swerved his squad back into what would be the correct lane for his direction of travel, applied his brakes and slid into the rear of Bouhl's vehicle. The jury found for the Defendant. The *Bouhl* court, applying the standard set forth in *Pedrick v. Peoria & Eastern R.R.* (1967), 37 Ill. 2d 494, 229 N.E.2d 504, reversed the trial court's denial of Plaintiff Bouhl's motion for judgment notwithstanding the verdict and remanded the cause to the trial court with directions to enter a judgment for the Plaintiff on the issue of liability. *Bouhl*, 435 N.E.2d at 245.

In *Mayfield v. City of Springfield* (1982), 103 Ill. App. 3d 1114, 432 N.E.2d 617, the court was presented with a factual situation similar, but distinguishable, to that of the Claimant in this matter. The facts in Mayfield disclose that an emergency vehicle in the act of answering a call collided with a citizen driver resulting in the death of the citizen and damage to nearby property. Ms. Mayfield was en route to a church function approaching an intersection where she was intending to make a left turn. She proceeded into the intersection as she had a green light. Officer Hughes at this time was proceeding west on the road which Ms. Mayfield was intending to turn onto. He deemed this call to be urgent. He activated his siren and flashing lights and drove toward the intersection where decedent was waiting to turn. The traffic light governing the right-of-way for traffic proceeding in the direction the officer was traveling was red. As he neared the intersection he used the left turn lane to pass a number of cars that were stopped. He then proceeded into the intersection where he collided with decedent's vehicle.

The officer's view of the intersection was obstructed or impaired by a school gymnasium, stopped vehicles, the setting sun and shadows cast by a building on a corner of the intersection. The jury concluded the defendant police officer was not negligent and as such denied recovery to Plaintiffs. As in *Bouhl, supra*, the *Mayfield* court reversed the trial court, held the jury's verdict for naught and entered judgment for the plaintiffs, finding the defendant was negligent as a matter of law and remanded the decedent's case for a determination of damages.

The Appellate Court stated:

"The driver of an authorized emergency vehicle may '* * * proceed past a red or stop signal or stop sign, but only after slowing down as may be required and necessary for safe operation.' [the Code, par. 11-205(c)2.] This suspension of the rules of the road is available only 'when responding to an authorized emergency call' and only 'when due regard for the safety of all persons' is exhibited. This special rule governing drivers of emergency vehicles permits them to cautiously circumvent strict application of the traffic laws in the interest of hastening their mission, thus promoting the public safety and welfare. It does not permit them carte blanche authority to charge into heavily traveled urban intersections in defiance of all reason as if bearing the colors for General Pickett. To so construe the authority of Section 11-205 would undermine the very purposes of public safety and welfare that the statute was intended to serve." *Mayfield, supra*, 432 N.E.2d at 619, 620.

To prevail Claimants must prove, by a preponderance of the evidence, the negligence of Trooper Smith was the proximate cause of injury to them and that damages naturally flowed from the injury. *Stanley v. State* (1986), 39 Ill. Ct. Cl. 107, 110.

Mayfield, supra, did not discuss the standard of care. It held, as a matter of law, that the officer was negligent in that he failed to exercise "due regard" for the circumstances.

Bouhl, supra, does not clearly set forth the basis of the Court's holding.

At 130 Ill. App. 3d 1067, at 1069, the Appellate Court stated:

"* * * The question of negligence is measured by what a reasonable, prudent emergency vehicle driver would do under all of the circumstances, including that of the emergency. [Citations omitted] * * *."

The Appellate Court then went on to address "ordinary negligence standards" and concluded that:

"We hold that under the circumstances here presented, the defendant has failed to carry his burden of proving that his vehicle was under sufficient control to proceed in the left-hand lane with due regard for the safety of others. Neither the presence of the unknown motorist, nor the existing weather and road conditions, nor the emergency to which Smith was responding provides an adequate explanation or excuse for the defendant's failure to maintain control of his squad car so as to avoid colliding with the plaintiff's truck. Where, as here, it is clearly established that the plaintiff performed no act or omission which could in any way be considered negligent, and the perilous situation which led to the accident was a creation of the defendant emergency vehicle operator's own negligence, then the defendant must be found negligent."

As to the negligence of Trooper Smith, this Court has held that the conduct of a driver of an emergency vehicle is measured against a specific statutory standard contained in the Illinois Vehicle Code. *Bauman v. State* (1981), 34 Ill. Ct. Cl. 140, 143-145.

A police vehicle is an authorized emergency vehicle. (625 ILCS 5/1—105.) The Court has held that a police officer in responding to an emergency call must use a siren when necessary to warn pedestrians and other drivers of his approach and drive with due regard for the safety of others. *Bauman, supra*, at 145.

In *Mayfield, supra*, the Illinois Appellate Court reversed the denial of a motion for judgment notwithstanding the verdict. A Springfield city police officer, while proceeding through an intersection, struck and killed a driver on her way to church. The Appellate Court found the officer was negligent. It cited the following facts: the officer's view of the intersection was blocked by a gymnasium; his observation of the intersection was obstructed by vehicles stopped in the other lane of traffic; his vision was impaired by the setting sun glaring in his eyes; his

perceptions were diminished by long shadows cast by a multistory building at the corner; and that it was physically impossible to have been driving 20 miles per hour.

We find that Claimant has met her burden as to liability and find the accident to have been caused by the negligence of Respondent's trooper.

Claimant suffered a fractured pelvis, rib fracture, cerebral concussion and atelectasis. She has recovered from the injuries. Her injuries resulted in medical bills of $11,391.67, lost wages of $2,100 and pain and suffering.

Dr. Paulson treated her after her admission to the emergency room at St. Francis Medical Center. She was discharged after eight days. As of August 22, 1988, she had no major complaints. Dr. Ron Palmer treated her undisplaced pelvic fracture. His report indicates she needed rehabilitation, and was not allowed to run, jump or engage in heavy activities prior to November 11, 1988. He last saw her on that date and she was doing well with an occasional limp with heavy use of the leg. She had pain in the groin and posteriorly around the gluteal region. She was progressing well and the fracture had healed.

We find that Claimant is entitled to $11,391.67 for medical bills, $2,100 for lost wages, and $20,000 for pain and suffering.

It is therefore ordered, adjudged and decreed that Claimant is awarded thirty-three thousand four hundred ninety-one and 67/100 ($33,491.67) dollars in full and complete satisfaction of this claim.

(No. 89-CC-3839—Motion for leave to file a first amended complaint granted; claim dismissed.)

The Estate of DANIEL LEE KRAUSE by DOLORES TEAMANN, Personal Representative and Individually, Claimant, *v.* ILLINOIS DEPARTMENT OF TRANSPORTATION AND PROVISO TOWNSHIP, Respondents.

Order filed August 25, 1994.

Opinion filed July 10, 1995.

Order filed August 26, 1999.

Joint stipulation to dismiss and Order filed October 21, 1999.

CHRISTOPHER HURLEY & ASSOCIATES (MARK MCKENNA, of counsel), for Claimant.

JIM E. RYAN, Attorney General (TOMAS A. RAMIREZ, Assistant Attorney General, of counsel), for Respondent.

NOTICE—*description of accident location—requirements.* To be legally sufficient, a notice must contain a sufficiently definite description of the place of the accident to enable the interested parties to identify it from the notice itself, but a notice would not be deemed fatally defective if, as a matter of fact, the city or State authorities could, without further information from the Claimant, determine the exact place of the alleged incident, since the purpose of notice is to allow the authorities to make an adequate investigation of the claim while the information is still fresh.

SAME—*wrongful death claim—notice was sufficient.* Upon reconsideration of its dismissal of a wrongful death claim for failure to give proper notice under section 22 of the Court of Claims Act, the Court found that the Claimant's notice was sufficient where it provided information concerning the State police accident report, the coroner's inquest, the site of the accident within a six-mile stretch of road, as well as the names of the attending physician and treating hospital, and the Claimant was granted leave to file a first amended complaint.

STIPULATIONS—*motorcycle accident—award granted pursuant to stipulated settlement—claim dismissed.* Pursuant to the parties' joint stipulation, a settlement was reached and an award was granted in an action arising out of a motorcycle accident in which the Claimant's decedent sustained fatal injuries, and the claim was subsequently dismissed.

ORDER

SOMMER, J.

This is a claim for wrongful death due to alleged negligence of the State. It is presently before the Court

on the Respondent's motion to dismiss. Oral argument was heard by the Court on June 20, 1994.

The issue before the Court is whether the Claimant gave sufficient notice under section 22—1 of the Court of Claims Act. 705 ILCS 505/22—1.

The date of the injury was June 27, 1987; the personal representative was qualified on December 2, 1987; the notice was filed on March 1, 1988; and the complaint was filed on June 27, 1989. The notice stated that the Claimant's decedent was killed "on Route I-290 in the municipality of Proviso Township, County of Cook." The Claimant's complaint later amended the description of the accident scene to make it more specific, but that amendment was after the one year period allowed for notice under section 22—1 of the Court of Claims Act.

The Respondent argues that the notice was insufficient because it was unclear as to the exact location of the accident. The notice described a six mile stretch of interstate highway.

The standard for a description of the place of the accident in the notice is stated in *Seaton v. State* (1966), 25 Ill. Ct. Cl. 291, 293:

"But to be legally sufficient, a notice must contain a sufficiently definite description of the place of the accident to enable the interested parties to identify it from the notice itself * * *." *Reichert v. City of Chicago*, 169 Ill. App. 493, quoting from *Benson v. City of Madison*, 101 Wisc. 312.

Alternatively, it is stated in *Seaton*:

"* * * A notice would not be deemed fatally defective if, as a matter of fact, the city or state authorities could, without further information from the Claimant determine the exact place of the alleged incident." p. 294.

In *Katrein v. State* (1982), 35 Ill. Ct. Cl. 340, 341, a notice stating the accident occurred on "Canal Road in between Ottawa and Marsailles," a distance of eight miles, was ruled defective. We find that the notice given in the

present claim, as in *Katrein* is defective as it violates the rule established in *Seaton*. From the description given, the authorities could not tell the accident's location from the notice itself.

Further we find that a more specific description in the complaint filed more than one year after the date of the qualification of the personal representative fails as it does not give proper notice within one year of the date of qualification of the personal representative as required by section 22—1 of the Court of Claims Act.

It is therefore, ordered that the Respondent's motion to dismiss is granted and that this claim is dismissed.

OPINION

SOMMER, J.

On August 25, 1994, this Court entered an order granting the Respondent's motion to dismiss this claim. The Claimant filed a petition for rehearing in a timely manner. The full Court heard oral argument on the petition for rehearing on March 29, 1995.

The claim before us is for damages for personal injury. The issue presented in the motion to dismiss and the petition for rehearing is the adequacy of the notice filed as required by the Court of Claims Act in personal injury claims. 705 ILCS 505/22—1.

In the notice filed by the Claimant the "place or location" of the accident complained of was described as "on Route I-290 in the municipality of Proviso Township, County of Cook." This location turned out to be a six mile stretch of highway. The notice did include a statement that "A state police report was duly filed in this matter along with a coroner's inquest held on August 6, 1987, in

the County of DuPage, by James P. Paulissen, M.D." Additionally, the notice failed to contain information concerning the attending physician and the treating hospital. 705 ILCS 505/22—1.

In its order of August 25, 1994, this Court quoted from *Seaton v. State* (1966), 25 Ill. Ct. Cl. 291, at 293, as follows:

"But to be legally sufficient, a notice must contain a sufficiently definite description of the place of the accident to enable the interested parties to identify it from the Notice itself * * *.

* * *

* * * a notice would not be deemed factually defective if, as a matter of fact, the city or state authorities could, without further information from the claimant, determine the exact place of the alleged incident."

The purpose of the notice is to allow the authorities to make an adequate investigation of the claim while the information is still fresh. *Hershey v. State* (1990), 43 Ill. Ct. Cl. 108.

The notice in this claim is different from that of a notice containing no information at all from which the authorities might easily learn of the location of the accident or the names of the attending physician and treating hospital.

As the Claimant provided information concerning the State police report and the inquest, the site of the accident and the name of the attending physician and treating hospital could be determined without "further information from the Claimant."

Therefore, upon reconsideration we find that the notice filed in this claim was sufficient.

The Claimant has also filed a motion for leave to file a first amended complaint in order to conform its complaint to the requirements of section 790.50 of the Rules of the Court of Claims. We find nothing prejudicial to the

Respondent in granting the motion. It is therefore, ordered that the Claimant's motion for leave to file a first amended complaint is granted and this Court's order of August 25, 1994 is stricken, and the Respondent's motion to dismiss is denied, and this claim shall be returned to the Commissioner for hearing.

ORDER

SOMMER, J.

This cause comes on to be heard on the parties' joint stipulation to dismiss, due notice having been given, and the Court being advised, finds:

In pertinent part the parties' stipulation provides:

> 2. Claimants' complaint alleges that on June 27, 1987, Claimant's decedent sustained fatal injuries while riding his motorcycle on westbound I-290. Claimants' complaint alleged that as the decedent came into contact with the curb separating I-290 from the off-ramp, he lost control and was flipped off his motorcycle.
>
> 3. The parties hereto have agreed to a settlement of this claim in order to avoid further litigation. Respondent agrees to the entry of an award in favor of Claimant in the amount of sixty-one thousand, two hundred forty-three dollars and 76/100 ($61,243.76), in full and final satisfaction of the claim herein. The executed general release will shortly be filed with the Court of Claims.
>
> 4. It is understood and agreed between the parties that the settlement herein does not constitute an admission of any liability, nor have any expressions or representations been made by either party (or the attorneys therefor) as to any legal liability or other responsibility of any party hereto.

5. Each party agrees to assume its own costs and fees.

6. The Court of Claims will retain jurisdiction of this case, including enforcement of the settlement and release.

It is hereby ordered that the parties' motion be, and hereby is granted, Respondent is directed to pay the agreed upon sum, and this claim is dismissed.

JOINT STIPULATION TO DISMISS

SOMMER, J.

Now come the Claimants, the estate of Daniel Lee Krause by Dolores Teamann, personal representative, and Dolores Teamann, individually, by their attorney, Mark McKenna and Christopher Hurley & Associates and Respondent State of Illinois, by its attorney, James E. Ryan, Attorney General of Illinois, and hereby move this Court to dismiss the claim herein with prejudice, the matter in controversy having been resolved, with the settlement to be paid through Illinois Department of Transportation funds.

ORDER

SOMMER, J.

This cause coming on to be heard on the joint motion of the parties hereto to dismiss the claim herein, and the Court being fully advised in the premises:

It is hereby ordered that the joint motion of the parties to dismiss the instant claim be hereby granted, and this claim is dismissed.

(No. 90-CC-0656—Claim dismissed; petition for rehearing denied.)

GERALDINE P. HENLEY, Individually and as Special Administrator of the Estate of PATRICIA KALAFUT, Deceased, KAREN J. HENLEY, CHERYL L. ROCCHINO, and MICHELLE A. HENLEY, Claimants, *v.* ILLINOIS DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES and HOWE DEVELOPMENTAL CENTER, Respondents.

Opinion filed February 23, 1999.

Order on petition for rehearing filed February 29, 2000.

RICHARD L. PULLANO, for Claimants.

JIM E. RYAN, Attorney General (GARY M. GRIFFIN, Assistant Attorney General, of counsel), for Respondents.

NEGLIGENCE—*what Claimant must prove.* The Claimant in a negligence action bears the burden of proving the existence of a duty, a breach of that duty and an injury that was proximately caused by the breach, and in a claim stemming from the death of a mental health facility escapee, the Claimant must show that there was lack of proper and reasonable care and that the Respondent knew or reasonably should have known of, or predicted, the decedent's sudden escape.

HOSPITALS AND INSTITUTIONS—*mental health facility resident hit by car after escaping—claim dismissed.* There was insufficient evidence to support the Claimants' allegations that the negligence of employees at a State mental health facility caused the death of a relative who was hit by a car after escaping from the facility, since no expert testimony was offered to establish that the employees' conduct fell below the relevant standard of care, there was no evidence presented to correlate the decedent's past episodes of hyper behavior with episodes of running away, nor was it shown that the State's failure to follow its own security procedures contributed to the woman's death.

OPINION

RAUCCI, C.J.

This matter comes to be heard on the claims of Geraldine P. Henley, individually, and as special administrator of the estate of Patricia Kalafut, deceased, Karen J. Henley, Cheryl L. Rocchino, and Michelle A. Henley, for personal injuries resulting in the death of Patricia Kalafut (hereinafter collectively "Claimants") due to the alleged

negligence of the State of Illinois by and through its agents and employees at the Illinois Department of Mental Health and Developmental Disabilities ("DMHDD") and Howe Development Center ("Howe") in Tinley Park, Illinois. All of the Claimants are close relatives of Patricia Kalafut and seek compensation for the loss of society resulting from an incident that occurred on January 29, 1989, leading to the death of Ms. Kalafut, a disabled person. Claimants assert that the negligent acts and omissions on the part of Howe employees on January 29, 1989, were the proximate cause of Patricia's death; specifically that, despite indications she would run away, Howe employees Ann Staples, Donna Jackson and Vivian Richards failed to prevent Patricia from fleeing her housing unit at the Howe facility and she was then injured and killed in an automobile accident.

The State asserts that all of the actions or inactions by its employees at Howe on January 29, 1989 were reasonable given the circumstances and that it fulfilled its duty of care to Patricia on that date; specifically that, the Howe employees provided adequate supervision of Patricia on January 29, 1989, and Patricia's behavior on that date did not place them on notice she intended to flee Unit 307.

To determine whether Claimants should succeed in their claims and be awarded compensation, two separate issues must be determined prior to any calculation of damages: (1) whether the State of Illinois owed Patricia Kalafut a duty specific to the circumstances of this case; and (2) whether said duty was breached in a manner which proximately caused her injuries and death. The Claimants bear the burden of establishing the existence of a duty, a breach of that duty and an injury that was proximately caused by the breach. *Thornburg v. State* (1986), 39 Ill. Ct. Cl. 139.

The Claimants must show that there was a lack of proper and reasonable care and that the Respondents knew or reasonably should have known of, or predicted, the decedent's sudden escape. See *Calvin v. State* (1982), 35 Ill. Ct. Cl. 611.

Background

The record of proceedings in this matter is extensive, as are the exhibits produced in support of the parties' respective positions.

The basic facts are largely agreed upon, but the many details attendant to the unfortunate incident are greatly contested by the parties. Details thought to be significant will be referenced as necessary, but upon an extensive review of the transcript of the proceedings, the exhibits submitted therein and the briefs submitted by each party, the following facts are necessary to the consideration of this claim.

On January 29, 1989, Patricia Kalafut (hereinafter "Patricia") was a resident under the 24-hour care and supervision of Howe in Tinley Park, Illinois. Patricia had been permanently disabled and impaired from an early age but retained many physical and mental capabilities. For example: although non-verbal herself, she could understand and respond to verbal communications; she could feed, dress and wash herself; despite ambulatory limitations, she enjoyed nature walks, camping and playing certain games, and she could display and perceive certain emotions.

Since October 7, 1976, Patricia Kalafut had been a resident at Howe. On January 9, 1989, Patricia was one of ten residents residing in House 307, a part of Unit 3. The ten residents of House 307 were supervised by two Howe mental health technicians on consecutive eight hour shifts. In addition, a shift supervisor was responsible for oversight of the ten houses in a given unit.

A "Rules and Regulation" handbook was not submitted for review, but testimony established that the staff was expected to follow certain rules or protocols in their supervision of the residents. When "unusual" behavior of one of the residents was observed, a house staff technician was to contact the shift supervisor to determine the best course of action. This was particularly appropriate when one of the two staff technicians was scheduled to take their allowed break or was in some way occupied. However, the clinical meaning of "unusual" in a mental health setting was not explored in great detail.

The residents were not to be left unsupervised at any time. The residents were not locked in their houses per DMHDD policy. Although closely supervised, any given resident was not physically restrained in any manner from leaving the house, unless a special circumstance necessitated restraint. Howe also had a policy for additional attention or supervision to a resident with special needs or maladaptive behavioral patterns. This special supervision is called a "baseline" where the so-called maladaptive behavior would be closely observed and monitored for a period of time until the behavior was resolved or different care arrangements were undertaken. Patricia Kalafut was placed on two separate "baselines" for running away/unauthorized absence in the two years prior to January 29, 1989, but she was cleared from that baseline by Howe personnel and under no special restriction or supervision on January 29, 1989.

In addition, Howe had a protocol that was to be followed by staff members in the event of a missing resident or the unauthorized absence of a resident. The protocol provided that a staff member who discovered the unauthorized absence or missing resident was to initiate a telephone call to the switchboard operator. The switchboard

operator would then initiate a special "command conference call" whereby all telephones in the complex would ring in a special sequence announcing the emergency call and be responded to by all available personnel. The shift supervisor would determine from the response to the "command conference call" who was immediately available to search for the missing resident. It is inconclusive from the testimony presented whether this "command conference call" was ever initiated by Ann Staples or Vivian Richards.

On January 29, 1989, the staff technicians on duty in House 307 were Ann Staples and Donna Jackson. The shift supervisor was Vivian Richards. Ann Staples had worked at Howe for approximately 12 years and had known Patricia the majority of that time. On that date, Patricia was to take a home visit with her family. By all accounts, she was aware of the pending home visit and looking forward to it. At approximately 5:00 p.m.,[1] her family telephoned Howe and canceled the home visit. Patricia spoke with her family on the telephone regarding the cancellation and was observed to be hyper and agitated afterward. At the time of that telephone call, Patricia and the other nine residents of House 307 were doing "tabletop" activities. After the call, she returned the telephone book she was working on to the closet and put on her coat and boots. For a long period of time, Patricia whined aloud and paced rapidly about House 307; and in particular, she focused her attention on the large window at the front of the house by repeatedly standing before it and looking outside toward a parking lot. Ann Staples observed Patricia's behavior and attempted to calm her. Ann Staples requested that Patricia remove her coat and sit

[1] By other conflicting accounts, the telephone call was placed at closer to 6:00 p.m.; however, contemporaneous reports of the incident indicate the call occurred at around 5:00 p.m. which is corroborated by Patricia's mother, Geraldine Henley.

down, but she was largely unsuccessful. Ann Staples realized in view of Patricia's behavior that she was unhappy she would not be going for a home visit. This was the *first time* that a home visit had been canceled by Patricia's family.

To Ann Staples, the agitated behavior of Patricia was not unusual as she had observed such behavior on many prior occasions. The numerous progress notes documenting Patricia's care at Howe corroborated Ms. Staples' testimony that similar behavior had been observed numerous times on days where Patricia did not attempt an escape.

At around 6:45 p.m., Donna Jackson took her break and left Ann Staples alone to supervise the ten residents of House 307. At approximately 6:55 p.m., Ann Staples heard the front door open and Patricia ran from House 307. Ann Staples, who had been seated at a table, ran to the door and called for Patricia to stop, which Patricia did momentarily before continuing out into the darkness in a southwesterly direction.

Ann Staples did not pursue Patricia due to the presence of the other nine residents in House 307. She immediately notified her supervisor Vivian Richards of the unauthorized absence. When additional Howe personnel from House 310 came to supervise the remaining nine residents at House 307, Ann Staples began to search for Patricia in her car. In addition, Vivian Richards and another Howe employee joined the search immediately. Both Ann Staples and Vivian Richards claim to have directly or indirectly initiated a "conference call" prior to beginning their search, but no confirmation of the call was placed into evidence. The initiation or lack thereof of the "command conference call" was a point greatly contested by the parties, but there was no direct corroboration for either party's position.

Sadly, no Howe employee was able to locate Patricia before she was struck by an automobile on 183rd Street near the border to the Howe grounds. By the varying accounts, Patricia had been gone from House 307 for between five to fifteen minutes at the time she was struck by the automobile. Patricia Kalafut was transported to Olympia Fields Medical Center and pronounced dead at 7:38 p.m.

No issue was raised as to the qualifications or credentials of the Howe facility or any of the employees directly involved in this case.

No experts offered testimony on behalf of either party.

Opinion

On January 29, 1989, Patricia Kalafut was a permanently impaired resident of Howe, but she retained many independent capabilities. Although her movements within the house where she resided were not restricted via physical restraints, she was supervised and monitored on a 24-hour basis by Howe personnel. It is undisputed that Howe and its personnel owed Patricia Kalafut a duty of reasonable care to protect her from incurring a foreseeable injury. (See generally, *Calvin v. State* (1982), 35 Ill. Ct. Cl. 611.) However, as stated previously, the Claimants not only bear the burden of establishing the existence of a duty, but also that a breach of that duty has occurred and an injury has resulted from that breach. See *Thornburg v. State* (1986), 39 Ill. Ct. Cl. 139.

In determining whether Howe breached its duty to Patricia Kalafut and if so, whether the breach caused her death, it is significant that there was no expert testimony presented in that regard. The Claimants repeatedly assert that numerous actions and inactions by Howe employees were unreasonable and were the proximate cause of the

death of Patricia Kalafut, yet they failed to present testimony through an expert that substantiates those assertions. No testimony establishes that the actions or inactions fell below the standard of care for the mental health industry given the situation such as existed on January 29, 1989. It is acknowledged that expert testimony is not required, but it is equally acknowledged that such testimony would have been very helpful in resolving the many questions left for us to resolve. In the absence of direct evidence to the contrary, the presumption must be that Howe acted reasonably, but an analysis must be undertaken to determine whether any reasonable inferences can be gleaned from the record that demonstrate otherwise.

For the sake of this decision, it is also conceded that in the absence of adequate supervision, an injury to a person/resident such as Patricia Kalafut was reasonably foreseeable. Therefore, our focus is necessarily on the question of whether the actions of the Howe employees were appropriate and reasonable during the period after Geraldine Henley called to cancel her home visit until the time when Patricia fled House 307.

Prior to January 29, 1989, Patricia Kalafut was known by Howe to have "run away" from the facility itself or from individual employees. In 1987 and 1988, she had "run away" from her supervisors at the facility on 11 occasions. "Running away" is considered maladaptive behavior by Howe and as a result of those incidents, Patricia Kalafut was placed on two separate "baselines" for that behavior. Patricia was observed and supervised more closely for that particular behavior during those "baseline" periods but she was not placed in any restrictive living situation or restrained in any manner different from the other nine residents of her house. She was not physically fettered nor was she kept in a "locked" environment.

Claimants contend that her past, known history of running away put Howe on notice of her intent to "run away" on January 29, 1989, thereby necessitating affirmative measures to prevent that action. This contention is simply not proven to the requisite certainty required by law.

After each of the "baseline" periods, Patricia was "cleared" of further restrictions or supervision for the "running away" behavior and was treated as any other resident. She was not considered a "runner" despite her history. The Respondent indicates that the decision not to restrain Patricia Kalafut, despite her history, was made by qualified psychiatric professionals and other personnel at Howe. No testimony was offered that Howe made an "institutional" mistake by taking Patricia off the "runner baseline." In the absence of any contradictory testimony, Howe's decision to treat Patricia in the manner she was being treated as of January 29, 1989, must be considered within the standard of care. This record does not support a conclusion that it was not within the standard of care.

In light of the above, the particular circumstances that occurred on January 29, 1989 must be analyzed to determine if any unreasonable conduct by the individuals Ann Staples, Donna Jackson and/or Vivian Richard proximately caused injury to Patricia Kalafut. On that date, Patricia Kalafut was upset that her mother was not coming to Howe to pick her up for a home visit. The testimony and evidence presented is clear that Ann Staples, Donna Jackson and Vivian Richards all observed Patricia's agitated behavior prior to her fleeing House 307. The testimony is also clear, however, that none of those persons expected Patricia Kalafut to flee House 307 into the dark night, despite their observations of her behavior. Ann Staples admitted that Patricia deserved more attention due to her behavior, but did not agree that said behavior put

her on notice of Patricia's impending flight. Ann Staples was not overly alarmed by Patricia's behavior because, per her own testimony and numerous progress notes identified by the Respondent, she was accustomed to Patricia exhibiting such behavior. In particular, Ann Staples associated such behavior with times before and after Patricia Kalafut's home visits. She did not identify Patricia's behavior as unusual conduct which would have necessitated review with a supervisor for a determination of action.

There was no evidence presented by Claimants that correlated Patricia Kalafut's past episodes of hyper-type behavior with episodes of running away. The Illinois State Police's Division of Internal Investigation explored a possible correlation between home visits and running away, but its results were inconclusive at best.

The actions of Donna Jackson and Vivian Richards were not a focus of Claimants' complaints and were reasonable given our analysis of the actions of Ann Staples, the central figure in this claim.

Claimants' position that Patricia Kalafut's behavior immediately after her mother's telephone call on January 29, 1989 up to the time she actually ran away from House 307 put the Howe employees on notice so that they should have restricted her access to the front door is not irrational; but neither is it adequately supported by the evidence necessary to carry the burden placed upon the Claimants by law. It is just as plausible that Ann Staples' attempts to calm Patricia Kalafut down and to allow her time alone to calm herself down was rational conduct given the particular situation and adequate given her duties owed the other nine residents of House 307. Ann Staples had cared for Patricia Kalafut during a large part of her 12 years at Howe and knew her very well. Her judgment on January 29, 1989, given the special situation

should not be discarded, particularly in light of the lack of testimony directly criticizing her decision(s). It is not sound public policy to impose an opinion of "unreasonableness" upon the actions of a qualified mental health staffer when no contrary testimony of any well-qualified mental health personnel was presented.

We must also address the Claimants' allegation that Howe's failure to follow its own security procedures resulted or contributed to the death of Patricia. The Claimants allege that if all the procedures had been followed, "Patricia would easily have been caught." This assertion is unsupported by solid evidence and cannot be resolved in Claimants' favor.

The Claimants and the Respondent cite numerous Court of Claims decisions in support of their respective positions. All of those cases are factually distinguishable from the present matter, but the standard of review provided remains fundamentally unchanged.

In the present matter, the Claimants have failed to carry their burden of proving that negligent conduct in breach of a duty owed to Patricia Kalafut proximately caused the injuries resulting in her death. As such, their claim for damages is denied.

It is therefore ordered, adjudged and decreed that this claim is dismissed and forever barred.

ORDER

RAUCCI, C.J.

This cause comes on to be heard on Claimants' petition for rehearing following our opinion entered on February 23, 1999. Claimants' petition was argued before the full Court on August 24, 1999.

We have carefully considered Claimants' petition and the rather extensive record herein. Claimants have raised no issues which were not previously considered by the Court but argue that the Court erred in its assessment of the testimony and evidence herein to find Respondents negligently breached its duty owed to Patricia Kalafut and proximately caused the injuries resulting in her death.

We find that the Claimants have not proven their burden that Respondents acted negligently and breached a duty owed to decedent which proximately caused Ms. Kalafut's injuries by a preponderance of the evidence.

The Claimants assert that pursuant to *Mizowek v. DeFranco* (1976), 64 Ill. 2d 303, 1 Ill. Dec. 32, 356 N.E.2d 32 a new hearing is required for Claimants. In *Mizowek*, the Supreme Court found that the jury's verdict was contrary to the manifest weight of the evidence and a new trial should have been granted. In our matter, however, this Court is charged with determining the credibility of the witnesses and the weight to be afforded the testimony. Claimants fail to provide substantive inconsistencies in the testimony of Ann Staples or any other witness to warrant a rehearing. The inconsistencies must be substantial and related to a material issue and not a collateral or irrelevant matter.

Ann Staples testified as to numerous instances where Patricia Kalafut became aggressive, agitated or "hyper" that never led to Patricia Kalafut's attempted flight or actual flight from the facility. Ms. Staples' testimony is unrefuted. Although she believed Ms. Kalafut's behavior deserved more attention, Ms. Staples, in her experience, did not equate this behavior with notice of Ms. Kalafut's impending flight. Ms. Staples, through her long relationship with Ms. Kalafut and experience in her field

did not believe the behavior exhibited necessitated a review with a supervisor for a determination of action.

Claimants' witnesses did not adduce evidence that would support a finding that Respondents engaged in a negligent course of conduct which breached a duty owed to Patricia Kalafut proximately causing the injuries and resulting in Ms. Kalafut's death.

Wherefore, we must affirm our prior opinion denying these claims and Claimants' petition for rehearing is hereby denied.

(No. 90-CC-1997—Claimant awarded $3,000.)

RICHARD BERRY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March 7, 2000.

ANTHONY M. PETRONE, for Claimant.

JIM E. RYAN, Attorney General (EDWARD C. SEWARD III, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*prison officer faced with inmate disturbance is afforded discretion regarding use of force.* A prison officer faced with an inmate disturbance is afforded a wide range of discretion as to the force which may be used, and the total circumstances are to be considered in determining whether an officer's conduct was negligent.

SAME—*State not insurer of inmates' safety—duty of reasonable care.* The State is not an insurer of the safety of inmates in its custody, but the State owes a duty of reasonable care under the applicable circumstances to prevent inmates from suffering harm at the hands of other inmates.

SAME—*inmate injured in prison disturbance—State held liable for negligence based on unrebutted internal investigation report.* Although the facts recorded in a Department of Corrections internal investigation report regarding a prison disturbance during which an inmate was injured by a shotgun pellet indicated that correctional officers had no intent to injure the inmate and that his injury was the accidental result of warning shots being fired in accordance with

standard Department procedure, the unrebutted report concluded that the officer had used excessive force and, therefore, negligence was imputed to the State and an award was granted for the inmate's pain and suffering.

OPINION

JANN, J.

Claimant, Richard Berry, seeks an award of damages for injuries suffered while an inmate at Stateville Correctional Center on April 24, 1989. His complaint seeks $75,000 in damages for pain and suffering and mental anguish as a result of the alleged negligence of Respondent in injuring Claimant and failing to provide adequate medical treatment for the injury.

Hearing was held before Commissioner Jeffrey T. Whipple on August 17, 1998. Claimant was granted several extensions of time to file his brief and proposed excerpts of the record by Commissioner Whipple. No briefs were received from either party.

Claimant appeared and testified on his own behalf at the hearing. Respondent presented Captain Christopher Hughes, a correctional officer at Stateville presently and assigned to Claimant's unit at Stateville on April 24, 1989. Captain Hughes witnessed the events surrounding Claimant's injury and apparently summoned medical assistance on his behalf. However, Captain Hughes did not witness the actual injury.

The following is a summary of the often conflicting evidence of record.

Mr. Berry was an inmate resident of Unit A, protective custody at Stateville, from 1987 to 1990. He was again incarcerated in an IDOC facility from 1994 to 1996. On the hearing date, he stated he resided in Chicago and was employed as a computer information systems support

manager. He had completed a bachelor of science degree and had begun a master's program since his 1996 release.

On the late afternoon of April 24, 1989, Claimant was proceeding in a chow line outside of H Block with approximately 200 other inmates. A fight broke out between several inmates and, very rapidly, a crowd of inmates began to "move" toward the combatants to watch.

The record at hearing and the State's departmental report show that the IDOC officers on duty on April 24, 1989, were Officer Roosevelt Robinson, who was positioned in the south yard tower, Officer Julius Bradley in the south wall tower (tower 10) and Officer David Caeman, Captain Gordon Lemons, Sergeant Lee and Officer Hughes who were in various positions on the grounds or yard area where the inmates were proceeding to the chow hall. We note that the positions of Officers Bradley and Robinson were apparently misidentified by the parties at hearing based upon the evidence in the departmental report.

The evidence indicates a fight among three inmates, at least one of whom had a knife or homemade blade, was proceeding in front of the H-House gate. IDOC officers, including Sergeant Lee, Captain Lemons and Officer Caeman, attempted to separate the inmates and radioed for assistance, and an IDOC officer was slightly injured. It is not clear who first radioed the call for assistance, but all officers agree that a call was received and that they all became aware of the fight within a matter of seconds by both radio and visual inspection. Verbal warnings were given by the officers in the yard to cease and disperse, as a large group of inmates had begun moving to surround the combatants. The IDOC officers were attempting to handcuff the fighting inmates and the struggle continued as a warning shot was fired from one of the towers. When

the inmates failed to fall back, a second warning shot was fired and verbal warnings were given to lay down to avoid injury. One of the tower officers fired a third shot in the vicinity of the combatants when he observed they were still struggling with corrections officers.

Claimant was struck in the left upper portion of his scalp by a single pellet of a number 4 bird shot, subsequently determined to have been fired from Officer Bradley's shotgun (the first shot). Claimant was not involved in the disturbance and was standing at least 40 feet away. He was knocked down by the shot and taken to the infirmary immediately after order was restored. He was assessed and x-rayed to determine where the pellet was lodged. The pellet was removed and his wound was cleaned and sutured with eight stitches. He was given a tetanus shot and pain medication for a headache. He was then admitted to the infirmary for observation. The medical records introduced at hearing indicate Claimant demanded to make a phone call later that evening. Upon denial of his request, Claimant broke the windows of his room in the infirmary and was removed to a "special evaluation ward" where he was segregated and given a psychiatric assessment. He was returned to his cell on April 26, 1990, and continued to be monitored and treated by the medical staff until May 3, 1990, when it was noted the wound was healing well after removal of the sutures and his headaches were responding well to an analgesic. Claimant presently has a one- to two-inch scar which is covered by his hairline, and he suffers no permanent effects from the injury. He reported pain at the time of the injury and treatment.

Claimant asserted that the actions of IDOC officers resulting in his injury constituted the use of excessive force and violation of IDOC procedure. An IDOC internal investigation report was accepted into evidence. The

internal report includes statements of the corrections officers on duty and Claimant. An Investigator Heltsley interviewed the witnesses and submitted the report. We are not advised of how the investigatory process began or what actions, if any, resulted from its findings.

Captain Hughes testified that he had filled out an incident report but was not interviewed by the internal investigator. He further stated that all disturbances are investigated. No further testimony or evidence was offered by either party as to the ramifications of such a report or the weight to be given its contents in our deliberations. However, no direct rebuttal of the facts or findings was offered by Respondent. Both Captain Hughes and Claimant stated that the practice of firing warning shots during a disturbance is within normal practice and procedure in correctional institutions. Both further acknowledged that, in more serious disturbances, deadly force may be employed.

Our review of the record leads to the conclusion that the internal investigation report and its underlying statements and reports are the best evidence available as to the events at issue.

The statements of the IDOC officers are consistent as to a perception of real danger to the three officers attempting to separate and subdue the inmates who were fighting in the midst of nearly 200 other inmates. All agreed that the warning shots fired from the towers were necessary and appropriate. There were also statements by several of the officers that, as officers were in imminent physical danger, firing at inmates would be justified. None of the IDOC officers knew Claimant had been wounded until the altercation was over and the other inmates left the yard. Claimant lay prone when Captain

Hughes observed his wound, then summoned the medical technicians.

The officers' statements on the incident date clearly indicate that no one knew how Claimant was wounded or by whom. Claimant alone asserted that he was certain the first shot fired had injured him. The confusion among the IDOC staff is understandable, considering the physical layout of the yard and towers and the presence of a large group of inmates surrounding the fight.

Officer Robinson was thought to have fired the shot which injured Claimant early in the investigation. Robinson stated he saw the inmates and officers fighting and a group of 15 to 20 inmates moving toward the fight. Robinson called for assistance and heard a shot fired from elsewhere in the yard while on the radio. He then fired a warning shot over the heads of inmates and staff in the vicinity of H-House, and repeated a verbal warning to cease and disperse. Most of the inmates had either moved away and lay prone on the ground or against the fence after Robinson's first shot, but a group of 15 to 20 inmates remained standing near the officers and inmates who were still fighting. Robinson then fired a second shot at the closest inmate involved in the fight. He observed no person shot as a result. The fight stopped and order was restored immediately after Robinson's second shot.

Officer Bradley heard, via radio, of the disturbance between inmates and IDOC staff. He could not see the fight, but knew that there were only three officers in the yard and over 100 inmates en route to the chow hall. He immediately fired a warning shot in the general vicinity of H-House over the heads of the inmates in an effort to quell the disturbance.

Both Robinson and Bradley had recently qualified with all departmental weapons issued, including the

model 870 Remmington shotguns, per the report. The shotguns were collected and subjected to a ballistic analysis at the Illinois State Police Crime Lab, along with a sample of the standard issue number 4 shot. The pellet removed from Claimant's scalp on April 20, 1990, was also analyzed to determine whether Claimant had been struck by ricochet, rather than direct, fire. Extensive tests employing a laser sight and recreation of the Claimant's position in the yard were done to establish lines of sight and trajectory of weapons fire from the south yard and south wall towers.

The tests concluded that Claimant was most probably struck by a pellet from Officer Bradley's shotgun. They found that it would have been virtually impossible for Officer Robinson's fire to strike Claimant, unless he was leaning out of the tower at an extreme angle.

The report concluded that Claimant was an innocent victim shot by a pellet from Officer Bradley's weapon and that "the charge of use of excessive force is substantiated in that Bradley shot Berry trying to quell a disturbance while Berry was an innocent bystander." (at page 4 of internal investigation report dated 8/22/89, joint exhibit A.)

We have no evidence to determine the basis for the finding of "use of excessive force," other than the fact that Claimant was wounded. Ironically, the facts recorded in the report actually lead to the conclusion that there was no intent to injure on the part of either officer, and that Claimant's injury was the purely accidental result of warning shots fired according to the standard IDOC policy referenced by the report.

The Court has held that a prison officer faced with an inmate disturbance is afforded a wide range of discretion as to the force which may be used. The total circumstances are to be considered in determining whether an

officer's conduct was negligent. *Hall v. State* (1994), 46 Ill. Ct. Cl. 391, citing *Hamilton v. State* (1987), 40 Ill. Ct. Cl. 191 and *Simmons v. State* (1991), 44 Ill. Ct. Cl. 304.

It is well settled that the State is not an insurer of the safety of inmates in its custody. However, the State owes a duty of reasonable care under the applicable circumstances to prevent inmates from suffering harm at the hands of other inmates. (*Petrusak v. State* (1987), 39 Ill. Ct. Cl. 113, 114, *Phipps v. State* (1991), 44 Ill. Ct. Cl. 105, 109.) We interpret this duty to include restoration of order as quickly as possible in the event of a disturbance. But for the conclusion of the IDOC's internal investigation report, we would find Respondent's actions reasonable under the circumstances. However, as the report is unrebutted and unexplained, we must consider its findings determinative of the issue of negligence imputed to the State.

Claimant's counsel represented at hearing that he seeks only damages for pain and suffering and has apparently abandoned any claim for negligent medical care. There is no evidence of out-of-pocket expense or permanency of injury. Claimant's testimony as to his prior medical history is rather contradictory and was found less than credible by the Commissioner. The medical records indicate a pre-existing history of numerous medical complaints, including headache and insomnia, and continuing requests for prescription pain medications during his juvenile incarcerations. Similar complaints and requests for pain medication are recorded for the balance of Claimant's incarceration which followed his injury, with few objective findings as to alleged maladies.

We find Claimant has presented evidence to support an award of $3,000 for pain and suffering as a result of his injury.

Claimant is hereby awarded $3,000 in full satisfaction of his claim.

(No. 90-CC-2246—Claimant awarded $12,840.42.)

ADDIE JONES, Claimant, *v.* ILLINOIS DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES, Respondent.

Opinion filed February 18, 1998.

Opinion on rehearing filed April 3, 2000.

LEGAL ASSISTANCE FOUNDATION OF CHICAGO (ANDREW COHEN, of counsel), for Claimant.

JIM E. RYAN, Attorney General (TOMAS A. RAMIREZ, Assistant Attorney General, of counsel), for Respondent.

SOCIAL SECURITY—*beneficiary's social security benefits are exempted from creditor remedies.* Pursuant to both federal and state law, a beneficiary's social security benefits are insulated from all creditors, including health care providers, despite the otherwise enforceable debt of the beneficiary for his or her care and treatment.

SAME—*State violated informed consent requirement of Mental Health Code—damages awarded in amount of wrongfully diverted social security benefits.* Where a State mental health facility, without obtaining the Claimant's informed consent as required by the Mental Health Code, wrongfully assumed designation as the Claimant's representative payee from the federal Social Security Administration, thereby enabling the State to divert the Claimant's social security benefits to pay itself for medical care and treatment rendered to the Claimant, the Claimant was entitled to consequential damages from the State in the amount of the wrongfully diverted funds.

OPINION

SOMMER, J.

This cause comes to be heard on cross-motions for summary judgment filed by the parties, due notice having been given, and this Court being fully advised, finds that the issues involved in this claim are identical to those in

Radaszewski v. State (1998), No. 91-CC-1076, (unpublished, see 51 Ill. Ct. Cl. 407). In the *Radaszewski* claim, which was orally argued before the Court and briefed, this Court found in a detailed opinion that there was no damage to the Claimant and, thus, the Respondent's motion for summary judgment was granted and the claim was dismissed.

It is therefore ordered that the Respondent's motion for summary judgment is granted and this claim is dismissed.

OPINION ON REHEARING

EPSTEIN, J.

This 1990 claim for repayment of $13,371.42 of the Claimant's 1987-88 social security benefits that were remitted to the Department of Mental Health and Developmental Disabilities (DMHDD), which then paid them to itself to reimburse part of the Respondent's charges for Claimant's care and treatment at the Elgin Mental Health Center (ELGIN MHC), is back before us for the third and last time.

Posture of this Claim

We previously denied this claim on cross-motions for summary judgment, relying on *Radaszewski v. State* (1998), No. 91-CC-1076 (unpublished, see 51 Ill. Ct. Cl. 407), which denied a similar claim for repayment of a Claimant's social security benefits paid to DMHDD by itself, primarily for want of proven consequential damages. (order of February 18, 1998) (Sommer, C.J.)

Ms. Jones, ably represented by the Legal Aid Foundation, timely filed a petition for rehearing from our order denying this claim. Claimant argued that *Radaszewski* was erroneously decided, that this case is distinguishable

from *Radaszewski* on several factual grounds, and that, in any event, this Claimant suffered genuine, substantial and proven damages, unlike the technical or *de minimus* damages in *Radaszewski*. The Respondent did not file a response.

On petition for rehearing, the Court found that the record in this case was inadequate and remanded the claim to Commissioner Elizabeth M. Rochford for an evidentiary hearing to ascertain additional facts and to determine whether this case is distinguishable from *Radaszewski*. (order of December 18, 1998.) (Sommer, C.J.)

That hearing was held in June, 1999, at which the parties jointly submitted two stipulations: stipulation A, as to facts; and stipulation B, as to the authenticity of various documents. No testimony was taken, but legal arguments were presented. This claim is now before us for reconsideration on the parties' stipulations, the summary judgment record, the complaint and Commissioner Rochford's report to the full Court.

Nature of the Claim

Claimant alleges that the Respondent violated the "informed consent" requirement of section 5—111 of the Mental Health Code (405 ILCS 5/5—111) (hereinafter section 5—111) when DMHDD's mental health center applied for, and obtained, designation as Claimant's "representative payee" from the federal Social Security Administration (SSA). That designation enabled DMHDD to pay itself with the Claimant's social security benefits, which it proceeded to do. Claimant claims damages in the amount of her social security benefits that were diverted from her to the Respondent pursuant to the DMHDD's wrongful assumption of the controlling role as her representative payee. This is the same theory of liability as in *Radaszewski*, *supra*.

The federal and state law context is crucial to an understanding of the issues in these cases. Under section 407(a) of the Social Security Act (42 U.S.C. 407(a)), a beneficiary's social security benefits are insulated from all creditors, including health care providers, despite the otherwise valid and enforceable debt of the beneficiary for his or her care and treatment.[1] Illinois law, to the same effect, exempts social security benefits from creditor remedies. 735 ILCS 5/12—12001(g)(1).

Thus, absent a voluntary payment of such care and treatment charges by the beneficiary (or by his representative payee), there is no lawful way that the Respondent could obtain Claimant's SSA benefits to pay for her care. For DMHDD to obtain control of social security benefits as a beneficiary's "representative payee" and then to make voluntary payment to itself is essentially the only legal method—other than persuasion—for the State to obtain those funds to offset its cost of care and treatment. That procedure has been the subject of specific legislation (*i.e.*, section 5—111) and litigation (See *Brown v. Murphy* (1996), 278 Ill. App. 3d 981, 664 N.E.2d 186) in Illinois.

In *Radaszewski, supra*, this Court first examined these issues. In that case, we found a violation of the section 5—111 informed consent requirement, but denied an award for lack of consequential damages. In *Radaszewski*, we also rejected that Claimant's alternate liability

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[1] Section 407(a) of the Social Security Act (42 U.S.C. 407(a)), preemptively insulates social security benefits from *all* debt collection:

> "* * * none of the moneys paid or payable or rights * * * under this title [42 U.S.C. §404 *et seq*.] shall be subject to execution, levy, attachment, garnishment or other legal process, or to the operation of any bankruptcy or insolvency law."

The Illinois courts have followed the federal courts' strict enforcement of this prophylactic statute and have recognized the U.S. Supreme Court's consistent refusal to countenance judicial exceptions from section 407(a). *In re Estate of Meritt* (1995), 272 Ill. App. 3d 1017, 651 N.E.2d 680; *Bennett v. Arkansas* (1988), 485 U.S. 395; *Philpott v. Essex Co. Welfare Bd.* (1973), 409 U.S. 413.

theory: that the Respondent had violated the social security regulations and common law fiduciary principles by paying itself once it became Radaszewski's representative payee. No such claim is advanced in this case.[2]

The Facts

Claimant, Addie Jones, had been a resident of DMHDD facilities at various times from 1979 to 1992. Until November 3, 1987, Claimant's mother, Addie Sims, had been designated by the Social Security Administration as the representative payee for the Claimant's social security benefits. During that 12 to 13 year period, Addie Sims made payments to DMHDD through EMHC in excess of $6,700 for the Claimant's care. (stipulation A, pars. 2, 3.)

On November 3, 1987, the SSA certified EMHC as the designated payee for Claimant's social security benefits, replacing her mother, Addie Sims, in that capacity. That change was made pursuant to a request of the EMHC, which did not receive the Claimant's consent to its appointment as her designated payee, did not inform her of the consequences of the new designation or of her rights under section 407(a) of the Social Security Act, and did not identify to SSA any alternative payees for the

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[2] Claimant does not contend in this case, as she might, that EMHC, while acting as her representative payee, violated a fiduciary duty to her when it paid her social security benefits to the State for her care. Under federal regulations (20 C.F.R. section 404.2021(a)(3), section 404.2040(a), (b)) and the social security caselaw, *e.g., Crytes v. Schafer* (1990), 743 F. Supp. 677, 680, *aff'd, King v. Schafer* (8th Cir. 1991), 940 F.2d 1182, 1185, *cert. denied*, 502 U.S. 1095 (1992), and as this Court held in *Radaszewski, supra*, such payment is not a *per se* violation of law or fiduciary duty.

Nevertheless, the conduct of a state agency acting as a "representative payee" under the Social Security Act, like that of any other financial agent, is subject to fiduciary duties to the beneficiary that arise from that relationship: to use the social security benefits in the best interests of the *beneficiary*. *In re Estate of Merritt, supra*. *Merritt* makes it clear that DMHDD, as the Claimant's representative payee, *may* pay itself with her social security benefits, but as with any other representative payee, it *does not have to*, and, under section 407(a) of the Social Security Act, *cannot be compelled* to do so.

Claimant (stipulation A, pars. 4-7) as required by regulation.

EMHC did not disclose to SSA, as the SSA representative payee application form requests, the identity or availability of a parent of the beneficiary, although Claimant's mother was alive, living in Illinois and available, and had been the payee until then. (stipulation B.) Claimant affirmatively refused to consent to the change in representative payee by refusing to sign a consent form that had been tendered to her at EMHC. (exhibit 5, stipulation B.)

From November 1987, when EMHC was designated as Claimant's representative payee, to November 1988, when that designation terminated (which this record does not elucidate), EMHC paid Claimant's social security benefits to itself (*i.e.*, to DMHDD and thus to the Respondent) in the aggregate amount of $13,171.42. (stipulation A, par. 5.)

Claimant acknowledges that she received the benefit of care at EMHC from November 7, 1979, to January 14, 1992, at a total cost paid by the Respondent of $149,358.60. She has reimbursed the Respondent a total of $30,698.99, and acknowledges that she now owes an outstanding balance to the Respondent for care and treatment of $118,659.61. (Over the years, DMHDD mailed Claimant notices of determination [of charges] pursuant to section 5—111 of the Mental Health Code (405 ILCS 5/5—111), but Claimant never disputed any of the charges. (stipulation A, pars. 9, 10.)

The Informed Consent Liability Issue

Claimant contends (1) that in the (stipulated) absence of her informed consent, the EMHC violated section 2—511 in obtaining the status as her "designated payee" from the SSA, (2) that, but for the Respondent's

illegal appropriation of her designated payee status, the Respondent would not have been able to collect, or otherwise obtain, any of the $13,000+ of her social security benefits that it did obtain, and (3) that she therefore suffered damages in the amount of the funds that EMHC paid itself as her designated payee as a consequence of the violation of the statute.

This Court has addressed these issues before, in *Radaszewski v. State, supra*, in which we held (1) that the Respondent had there violated the informed consent requirement of section 5—111; (2) that the Respondent's agents did not act improperly as representative payee by paying the Claimant's social security benefits to itself; but (3) that, nevertheless, the violation was, at most, technical and was not proven to have given rise to consequential damages.

In this case, there is no serious doubt that the Respondent violated Claimant's informed consent rights under section 5—111. As in *Radaszewski, supra*, we need not here decide whether or not to apply the section 5—111 informed consent standard announced in 1996 in *Brown v. Murphy, supra*, which would arguably be a retroactive application of that decision to the 1987 events of this case, as it is clear that the facts here fall dramatically short of the clear command of the statute on its face.

Radaszewski and the Damages Issues

The only genuine issue presented here is whether this Claimant has proven damages resulting from the Respondent's improper assumption of authority as her representative payee distinguishable from *Radaszewski, supra*. The Respondent maintains that this Claimant, like Mr. Radaszewski, did not suffer any damages because his social security benefits were, in fact, used for his benefit, *i.e.*, for his care and treatment by DMHDD, and that this

Claimant, like Radaszewski, simply failed to prove that the Respondent's takeover as the representative payee resulted in a demonstrated loss.

In her arguments on rehearing, the Claimant advances four points to distinguish this case from *Radaszewski*: (1) that this case involves an overt refusal to consent by Ms. Jones rather than merely a technical failure of the Respondent to obtain informed consent from Mr. Radaszewski; (2) that the conduct of DMHDD in this case was significantly worse than in *Radaszewski* in that the DMHDD affirmatively misled the SSA by failing to disclose the availability of Ms. Jones' parent to serve as representative payee as requested by the SSA form that the Respondent's staffers submitted to SSA (exhibit 5); (3) that the Claimant-beneficiary in this case, unlike in *Radaszewski,* already had a proper (and related) representative payee whom the Respondent displaced by its improper actions without any showing of grounds to terminate the Claimant's mother as representative payee; and (4) that Ms. Jones' mother, when she was the representative payee, in fact made payments to DMHDD for Claimant's care, totalling $6,912. (*See* transcript, 6-17-99, at 5-7.)

This case clearly involves a more egregious violation of section 2—511 than in *Radaszewski, supra*, as well as a misrepresentation to the SSA, and a likely violation of federal law. However, those differences are matters of degree, or are matters that are not cognizable in this Court. The degree of violation of section 2—511 is immaterial to our determination of liability and to the damages issues under this statute. Liability turns on whether or not the statute was violated, not how badly it was violated. This Court's decision in *Radaszewski, supra*, did not reject that Claimant's reimbursement claim because the violation there of section 2—511 was itself *de minimus* or solely because his social

security payments were used by DMHDD for his benefit (*i.e.*, to pay for his care and treatment).

Damages for violation of section 2—511 are also not determined by the degree of misconduct; the statute does not provide a statutory damages formula, nor authorize exemplary damages. Like any other Claimant, Ms. Jones now (like Mr. Radaszewski before her) must establish consequential damages by competent proofs. Thus, Claimant's first three distinctions, while genuine and substantial, are immaterial for purposes of section 2—511 liability.

Claimant's last two points, however, taken together, are supportive of this Claimant's damages claim as well as distinguishable from *Radaszewski, supra*. By her evidence and the parties' stipulation, this Claimant has established that during the years when her mother served as her representative payee, before being ousted by DMHDD, her social security benefit payments were being utilized for purposes other than her care and treatment by DMHDD, except of course for the $6,912 of voluntary payments made by her mother to DMHDD. This demonstrates a material and genuine loss of the Claimant's social security benefits attributable, in fact, rather than in mere theory, to DMHDD's takeover, except to the extent that they were already being paid to DMHDD, which on a conservative approach utilizing the limited evidence in this record, will be taken to average $531 per year over the 13 years during which those voluntary payments were made.

On this record, which is substantially undisputed, we find that the Claimant has established damages of $13,371.42, less the $531 that would have been paid to DMHDD during the 12 months that DMHDD displaced her mother as representative payee. Accordingly, we will award Claimant the sum of $12,840.42 as her damages for the Respondent's violation of section 2—511.

Conclusion

For the reasons set forth above, it is hereby ordered, Claimant Addie Jones is awarded the sum of $12,840.42 in full satisfaction of this claim.

(No. 91-CC-0522—Claims dismissed.)

RICHARD REED, Individually and as Administrator of the Decedents' Estates of PAMELA JO REED and JASON WESLEY REED, and as Guardian of the Estates of ANGELA REED and MARILYN REED, minors, and MARILYN KUYKENDALL and ROY KUYKENDALL, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 19, 1999.

COFFEY & GRIESBACH (MARY COFFEY, of counsel), for Claimants.

JIM E. RYAN, Attorney General (PHILLIP MCQUILLAN, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*elements of claim.* In order to recover against the State for negligence, the Claimant must prove by a preponderance of the evidence that the State was negligent, that the negligence was the proximate cause of the Claimant's injuries, and damages, but first the Claimant must establish that the State owed the Claimant a duty of care.

SAME—*factors considered in determining existence of legal duty.* The relevant factors to be considered by a court in determining the existence of a legal duty include the reasonable foreseeability of injury, the likelihood of injury, the magnitude of guarding against the injury, and the consequences of placing that burden upon the defendant.

SAME—*public duty rule.* The public duty rule states that a police officer's duty to enforce the law is a duty owed to the public generally and not to individual persons, and therefore, police officers and their employers are not liable to individuals injured, even if an officer failed to do his or her duty, but an exception to the rule exists where the police enter into a special relationship with a person who is subsequently injured.

SAME—*Claimants injured in accident with drunk driver—no legal duty established—claims dismissed.* In the Claimants' personal injury action alleging that a State trooper negligently and recklessly failed to prevent an intoxicated person from driving a car which collided with the Claimants' vehicle, the claims were dismissed since, although the evidence showed that the trooper stopped the vehicle in which the drunk driver had been a passenger, arrested the vehicle's driver, then departed the scene after other officers arrived, leaving the keys and the intoxicated passenger in the car, there was no legal duty owed to the specific Claimants who were subsequently injured when the passenger drove the car from the scene.

OPINION

RAUCCI, C.J.

Introduction

The Claimants bring this action for compensatory damages pursuant to the Illinois Court of Claims Act, 705 ILCS 505/8. The Claimants assert that they were damaged by the negligent and reckless conduct of an Illinois State Trooper who failed to prevent an intoxicated person from driving an automobile which caused a car accident that resulted in the deaths of Pamela Jo Reed and her unborn son, Jason Wesley Reed, and injuries to Richard Reed, Angela Reed, Marilyn Reed, Marilyn Kuykendall, and Roy Kuykendall.

At approximately 2:25 p.m., on September 11, 1988, the Claimants were riding in a Chevrolet Suburban north on Illinois 130 in Jasper County when they were struck head-on by a vehicle driven by Larry Rice. His blood alcohol concentration about three hours after the accident was 0.131.

Pamela Reed died as a result of multiple injuries, including hemorrhage due to multiple traumatic lacerations of the inferior vena cava, the hilum of the left lung and the uterine blood vessels and walls; a fractured sternum; numerous rib fractures; multiple fractures of the right

humerus, right tibia, right fibula and pelvis; and a severe avulsion of the scalp. Jason Reed, Richard and Pamela's unborn son, died as a result of multiple lacerations of the uterine walls and blood vessels and the traumatic separation of the placenta from the uterus. Marilyn Reed, Richard and Pamela's 18-month-old daughter, suffered brain damage with post-traumatic encephalopathy and seizures, fractures of both femurs and a fractured mandible. Marilyn Kuykendall, Pamela Reed's mother, suffered fractures of the right arm, left ankle, pelvis, left leg, and internal injuries, including injuries to the bladder and bowel. Angela Reed, Richard and Pamela's seven-year-old daughter, suffered a hematoma on the back of her head and a laceration on her right leg. Roy Kuykendall, Marilyn Kuykendall's husband, suffered fractured ribs. Richard Reed suffered a fractured wrist.

Medical bills for Pamela Reed totaled $1,151.40. The funeral bill for Pamela and Jason Reed was $5,636.37. Marilyn Reed's medical bills totaled $60,224.18. Richard Reed's hospital bill was $1,332.75. Angela Reed's hospital bill was $573.40. Marilyn Kuykendall's medical bills totaled $190,983.62. Roy Kuykendall's hospital bill was $322.30.

Approximately two hours before the accident, Rice was a passenger in a vehicle driven by Kathy Irby, who was stopped by Illinois State Police Trooper Thomas Gardner and was arrested for driving under the influence of alcohol. When Gardner left the scene with Irby in his patrol car, he left Rice behind with the keys in the ignition of the car. Rice then drove the car away and caused the accident.

The Claimants contend the State was negligent by leaving Rice in Irby's car with the keys when Gardner

knew or should have known Rice was intoxicated, that he would drive the car and that when Rice drove the car, injury was likely to result.

A hearing was held before Commissioner Stephen R. Clark on August 26, 1997, at which testimony was heard from Rick Reed, Kathy Irby, Roy Kuykendall, Lorrie Crabtree, Jeannie Fritschle, Martinsville Police Chief Herman Davidson, Clark County Deputy James Bender and Trooper Thomas Gardner. In addition, the Commissioner admitted into evidence the deposition of Larry Rice, photographs of the accident scene, photographs of Marilyn Reed and Marilyn Kuykendall following the accident, the Claimants' medical records and bills, a police report regarding a traffic stop of Rice the day before the accident, State Police reports on the accident and Irby's arrest, reports from the Martinsville Police Department and Clark County Sheriffs Department regarding Irby's arrest, a written statement by Gardner given to State Police investigators, a statement from Elaine Jackson who reported seeing Rice shortly before the accident weaving on Illinois 130 as he was driving south, Rice's military identification, and portions of Gardner's discovery deposition. The State also submitted a departmental report. Both parties submitted briefs, and on February 9, 1999, the Court heard oral arguments.

Issues

The disputed issues in this case are (1) whether Gardner had a duty to protect the Claimants from Rice's drunken driving; (2) whether that duty, if it existed, was breached; and (3) whether certain payments made to the Claimants should be deducted from any recovery as setoffs.

The Evidence

The testimony and evidence show that Rice was, in fact, intoxicated at the time of Irby's arrest. Rice, Irby, Crabtree and Fritschle went to a concert near Effingham, where Rice drank a twelve-pack of beer in about 17 hours. The group then went to the Orchard Inn, where Rice drank three or four more beers in about one hour. After leaving the bar, Rice drove. Crabtree and Fritschle complained that Rice was driving erratically. They ended up getting out of the car and walking away. Rice admitted that it was obvious that he was too drunk to drive. Irby took over driving and was pulled over shortly thereafter driving 87 m.p.h. two miles west of Martinsville on U.S. 40. Rice appeared to be asleep in the back seat. He admitted that he was intoxicated at that time as well. Although Irby and Rice stated that they were not drinking in the car, there were two open beers in the front seat area and an opened bottle of whiskey in a cooler in the back seat area.

When Gardner stopped Irby's vehicle, he asked for identification from both Irby and Rice. Irby did not have a driver's license, and Rice produced a military identification card that was issued after his discharge. Gardner testified that he could not read all of the information on the card, so he asked Rice for further identification. Rice had a traffic ticket issued the previous day, but his driver's license had been taken for bond. Rice did not mention the ticket and "got mouthy" with Gardner, which caused Gardner to call for back-up officers to assist him, which Gardner testified that he does when someone at a traffic stop becomes uncooperative or agitated. Clark County Sheriff's Deputy James Bender and Martinsville Police Chief Herman Davidson responded to the call and assisted Gardner in keeping an eye on Rice and searching the vehicle. Gardner testified that he told Rice that he

would not be driving the car because he did not present a driver's license.

Irby, who appeared intoxicated, failed a field sobriety test, at which time Gardner arrested her and placed her in his patrol car. Irby's testimony revealed very little additional information about the incident. She stated that she was intoxicated and remembered little or nothing. Gardner testified that, after placing Irby under arrest, he talked to her about making arrangements for the removal of her car. He stated that the options were to have the vehicle towed, get permission from the driver to have another licensed driver at the scene take the vehicle, or allow the car to remain, if it did not pose a traffic hazard, while the driver made arrangements for its removal within a reasonable time. Gardner testified that, at first, Irby wanted the car towed, but then stated that she wanted to contact her sister and have her remove the car. Irby testified that she only remembered a discussion about towing the car and did not remember any discussion about her sister removing the car. By that time, Bender and Davidson had arrived. Davidson stood towards the right rear of the vehicle and watched Rice. Bender assisted Gardner in searching the car. Rice was allowed to stay in the vehicle while it was searched. Bender and Gardner removed the remaining alcohol from the car. They both testified that the interior of the vehicle smelled of alcohol but they did not attempt to determine whether the odor was coming from the car or from Rice. Gardner testified that he could have asked Rice to get out of the car to talk to him outside the car to determine if Rice had alcohol on his breath. Gardner also stated that he could have ticketed Rice for illegal transportation of alcohol because of his proximity to the opened whiskey bottle. Gardner said he could have arrested Rice if he still could not produce proper identification.

Davidson and Bender testified that Bender told Rice that if he drove, he could be arrested for driving under the influence of alcohol (DUI). Despite their testimony that they saw no signs that Rice was intoxicated, and despite Bender's testimony that he would not have arrested anyone for DUI based on what he saw or heard from Rice, there had to be some indication for Bender to give such a warning.

Gardner testified that he simply forgot to remove the car keys from the ignition before he left. He stated that either Bender or Davidson had reminded him to take the keys. However, Davidson testified that Gardner told him that he was leaving the keys at the scene because Irby's sister was going to pick up the car. Bender testified that he didn't remember any discussion about the keys and did not remember telling Gardner not to forget the keys. However, Gardner was much more candid about being reminded about, and forgetting, the keys.

The Law

In order to recover against the State for negligence, the Claimant must prove by a preponderance of the evidence that the Respondent was negligent, that the negligence was the proximate cause of the Claimant's injuries, and damages. *Mackowiak v. State* (1982), 35 Ill. Ct. Cl. 315; *Moldenhauer v. State* (1978), 32 Ill. Ct. Cl. 514.

But first, the Claimant must establish that the State owed the Claimant a duty of care. (*Kurtz v. Wright Garage Corp.* (1994), 262 Ill. App. 3d 1103, 1107, 635 N.E.2d 897, 200 Ill. Dec. 558.) In general, the relevant factors to be considered by a court in determining the existence of a legal duty include (1) the reasonable foreseeability of injury, (2) the likelihood of injury, (3) the magnitude of guarding against the injury, and (4) the consequences of placing that burden upon the defendant. *Id.*

In *Anderson v. State* (1988), 40 Ill. Ct. Cl. 126, we considered the issue of whether a duty exists when a trooper allows an intoxicated person to drive and that person later injures other persons in a drunken driving accident. The Court granted the State's motion to dismiss for failure to state a cause of action because the Claimant failed to allege a duty on the part of the State. We stated:

"Traditionally, claims such as this fall under a rule of law sometimes known as the 'public duty' rule. This rule states that a police officer's duty to enforce the law is a duty owed to the public generally and not to individual persons; therefore, police officers and their employers are not liable to individuals injured even if an officer failed to do his or her duty. (*Mallder v. Rasmussen* (1986), 145 Ill. App. 3d 809, 495 N.E.2d 1356.) An exception to this rule exists where the police enter into a special relationship with a person who is subsequently injured (*Mallder, supra*), but no such relationship existed in this case."

We followed the 1987 Fourth District case of *Fessler v. R.E.J., Inc.* (1987), 161 Ill. App. 3d 290, 514 N.E.2d 515, 112 Ill. Dec. 852, in rejecting the application of section 319 of the Restatement of Torts 2d, which places a duty of reasonable care to control third persons that the defendant knows or reasonably should know to be likely to cause bodily harm to others. *Fessler* was another drunk driver case. The Court there examined the "public duty" doctrine which states that the duty of police to preserve a community's well-being and to prevent the commission of crimes is owed to the public at large, not to specific individuals. (*Fessler*, 161 Ill. App. 3d at 295.) An exception to this rule is where police have assumed a special relationship or are under a special duty to an individual which elevates his status beyond that of a member of the general public. The elements of this exception are:

"(1) the municipality must be uniquely aware of the particular danger or risk to which the plaintiff is exposed; (2) there must be allegations of specific acts or omissions on the part of the municipality; (3) the specific acts or omissions on the part of the municipal employees must be either affirmative or wilful in nature; and (4) the injury must occur while the plaintiff is under the direct and immediate control of employees or agents of the municipality." *Id.* at 296.

We are constrained by the law to deny this claim.

Because we find there is no liability on the part of Respondent, it is unnecessary to consider the remaining issues.

It is therefore ordered, adjudged and decreed that these claims, and each of them, are dismissed and forever barred.

(No. 91-CC-3133—Claims dismissed.)

JAMES W. LANCE III and DEBBIE D. LANCE, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 14, 1999.

RIPPLINGER, DIXON & JOHNSTON (GEORGE R. RIPPLINGER, of counsel), for Claimants.

JIM E. RYAN, Attorney General (PHILLIP MCQUILLAN, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*State's duty to maintain highways—negligence.* Although the State is not an insurer of the conditions of the highways under its control, it does have a duty to the public to use reasonable care in maintaining its roadways, and for a Claimant to prevail in a negligence claim, he must prove that the State breached that duty of reasonable care, that the breach was the proximate cause of his injury and that the State had actual or constructive notice of the dangerous condition on the roadway.

SAME—*proof required to show negligent design or maintenance of guardrail.* In a claim alleging negligent placement of a roadway guardrail, the Claimant must prove by a preponderance of the evidence that the State was negligent in the design or maintenance of the guardrail, that the State knew or should have known of the dangerous condition, and that failure to implement stricter standards or otherwise maintain the guardrail was the proximate cause of the Claimant's injuries.

SAME—*motorcyclist injured after striking pothole and guardrail—claims dismissed.* The Court of Claims dismissed claims brought by a motorcyclist and his wife stemming from injuries sustained by the husband when his motorcycle struck a pothole and highway guardrail, because there was no

proof that the guardrail had been improperly installed or that the State had actual or constructive notice of any alleged defects, and in any event, based upon the amount of alcohol consumed by the husband prior to the accident, he was more than 50 percent responsible for his own injuries.

OPINION

JANN, J.

The Claimants, James W. Lance III and Debbie Lance, bring this action for compensatory damages pursuant to the Illinois Court of Claims Act, 705 ILCS 505/8. Claimant, James W. Lance III (James Lance), asserts that he was injured as a direct and proximate result of negligence committed by agents of the State of Illinois in maintaining an area of pavement along and upon Illinois Route 13 at or near its intersection with Pinckneyville Road near Marissa, Illinois. The Claimant further asserts that the State of Illinois was negligent by erecting a guardrail at the same location so as to constitute a danger to anyone leaving the pavement and striking the guardrail. Claimant, Debbie D. Lance (Debbie Lance) asserts that as a result of the negligence of the State of Illinois in maintaining the pavement and erecting the guardrail, she suffered a loss of consortium and she has become responsible for the medical expenses of her then husband, James Lance.

Statement of Facts

At some time between 10:30 p.m. and 11:20 p.m. on April 17, 1989, Claimant James Lance was operating his Yamaha Maxim 650 motorcycle on Illinois Route 13 in a southerly direction at or near Pinckneyville Road, City of Marissa, County of St. Clair, Illinois. James Lance alleges that as he approached the intersection, he was traveling about 40 m.p.h. and struck a pothole that was located at the edge of the lane of traffic. James Lance then struck a

metal guardrail and was thrown over the motorcycle handlebars and landed approximately 30 feet from the guardrail. James Lance's motorcycle remained upright after the impact, wedged in the bent guardrail.

A hearing was held before Commissioner Clark on June 9, 1998. At this hearing, the Commissioner heard testimony from Mark Ezra, a mechanical engineer who testified as an expert witness for the Claimants regarding the nature of the alleged potholes and location of the guardrail in causing the injuries to James Lance. Also testifying were the Claimants, James Lance and Debbie Lance. The Commissioner entered into evidence the deposition of Dr. Dale H. Rosenberg, Dr. Rosenberg's curriculum vitae, deposition of Dr. Henry Hurd, Dr. Hurd's curriculum vitae, photographs of the alleged potholes and guardrail, police report of the accident for limited purposes, medical bills for James Lance, and a sketch of the accident scene for limited purposes. A departmental report from the Illinois Department of Transportation was filed.

Mark Ezra testified that James Lance struck a pothole causing him to leave the roadway. According to Mr. Ezra, James Lance should have been able to stop the motorcycle and keep it under control without further incident or injury, had it not been for striking the guardrail. Mr. Ezra opined that the guardrail was improperly located in that it was placed perpendicular to the intersection. Mr. Ezra opined that the guardrail should have been placed parallel to the roadway to minimize damages to vehicles and motorcycles leaving the roadway, and that if the guardrail had been parallel to the road, Mr. Lance's injuries would have been greatly reduced. Upon cross-examination, Mr. Ezra admitted he is not a civil engineer, and he based his conclusions on the laws of physics. Also,

Mr. Ezra admitted that he could not cite a standard that exists in any rule, law or statute, that calls for a guardrail to be placed parallel to the area where vehicles may leave the roadway. Further, Mr. Ezra relied upon photographs given to him by Claimants, and the record only indicates that the photographs were taken shortly after the accident. Mr. Ezra did not opine the age of the alleged pothole, nor did he visit the accident site.

James Lance testified that on April 17, 1989, he traveled from work to the babysitter's house where his young son was being cared for. While traveling from the babysitter's house to his house, Mr. Lance stated he was traveling about 40 m.p.h., when he hit a "crater" along and upon Illinois Route 13 at or near its intersection with Pinckneyville Road near Marissa, Illinois. After hitting the crater, Mr. Lance testified he remained upright and struck a guardrail, projecting him over the motorcycle's handlebars approximately 30 feet from the guardrail. Mr. Lance further testified as to his injuries as a result of the accident. Mr. Lance was unable to work for over four years and returned to full employment in the summer of 1993. His medical bills totaled $99,409. Upon cross-examination, Mr. Lance admitted that he drove the stretch of road where the accident occurred daily and had traveled the location more than 500 times. Upon objection from Claimant's attorney, Mr. Lance admitted that he had consumed several beers after work before driving to collect his son.

Debbie Lance testified that she and James Lance were married until 1996 and still live together. She stated that she was fired from her job three weeks after Mr. Lance's accident due to the time she had to take off to care for Mr. Lance. She stated that she had been earning $350 per week and she was re-employed six months after

being fired. Upon cross-examination, she admitted that she passed the accident spot that day and did not recall seeing any potholes in the pavement.

The Claimants rested their case on June 9, 1998. On August 3, 1998, Claimants filed a motion to bar the Respondent's expert witness, Dr. Daniel Brown, from testifying. On September 3, Respondents responded to the motion to bar the testimony of Dr. Daniel Brown. According to the February 27, 1998, expert witness disclosure, Dr. Brown was to testify as to "Claimant's alcohol consumption at the time of the accident." Also on September 3, 1998, Respondents filed a motion for leave to file an amended answer with affirmative defenses, alleging that Mr. Lance's own conduct was the proximate cause of the accident on April 17, 1989. The motion alleged that Mr. Lance failed to keep a proper lookout on the roadway, failed to apply the brakes of his motorcycle, and was operating the motorcycle while under the influence of alcohol.

A second hearing was held on October 28, 1998. At this hearing, over the objection of the Claimants, the Commissioner heard testimony from Dr. Daniel Brown, an expert witness for the Respondent who is a forensic toxicologist. Again, over objection from Claimants, the Commissioner entered into evidence Dr. Brown's curriculum vitae and an opinion letter from Dr. Brown to the State of Illinois. The Commissioner also allowed the amended answer to be filed.

Dr. Brown testified that Mr. Lance had a serum blood alcohol concentration of 0.101 at the time of the accident. Dr. Brown arrived at this conclusion by considering the time interval between the time of the accident (11:12 p.m.) and the serum blood alcohol test at 3:30 a.m. (0.043). Then, Dr. Brown determined from the scientific

literature the amount of time alcohol takes to metabolize to reach the 0.043 level. Accordingly, Dr. Brown testified that Mr. Lance had at least five 12-ounce domestic beers, or about five ounces of 100-proof liquor. Mr. Brown further testified that if Mr. Lance had only had two 12-ounce beers before the accident, his blood alcohol concentration would have been zero.

The State of Illinois rested its case on October 28, 1998. The State of Illinois filed a motion for a directed finding after October 28, 1998, and the Claimants responded to the motion on January 8, 1999.

The Law

Several issues were raised in both hearings held before the Commissioner such as the admissibility of Dr. Daniel Brown's testimony on James Lance's alcohol consumption on the day of the accident, the affirmative defenses in the amended complaint, and the motion for a directed finding at the conclusion of the October 28, 1998 hearing. However, even if all of these issues raised fall in favor of the Claimants, the Claimants have failed to prove by a preponderance of the evidence that the State of Illinois had actual or constructive notice of the alleged pothole.

The State of Illinois is not an insurer of the conditions of the highways under its control, but it does have a duty to the public to use reasonable care in maintaining its roadways. (*Preikshat v. State* (1985), 37 Ill. Ct. Cl. 29.) Accordingly, for the Claimants to prevail, they must prove that the State of Illinois had breached that duty of reasonable care, and that the breach of that duty was the proximate cause of injury to the Claimant. (*N.W. v. Amalgamated Trust and Savings Bank* (1990), 196 Ill. App. 3d 1066, 554 N.E.2d 629, 663, 143 Ill. Dec. 694.) Further, in

order for the Claimants to recover, they must prove by a preponderance of the evidence that the State had actual or constructive notice of the dangerous condition on the roadway. *Feldman v. State* (1984), 36 Ill. Ct. Cl. 158.

The State does have a duty to maintain its roadways and highways in a reasonably safe condition, and a Claimant must prove by a preponderance of the evidence that there was a breach of that duty. (*Preikshat v. State* (1985), 37 Ill. Ct. Cl. 29.) Here the parties do not dispute that the State had a duty to maintain the roads and highways in a reasonably safe condition. However, the parties disagree on whether there was a breach of that duty.

To prevail, the Claimants must prove by a preponderance of the evidence that the State had actual or constructive notice of the dangerous condition on the roadway. (*Feldman v. State* (1984), 36 Ill. Ct. Cl. 158.) The mere fact that a defective condition existed is not, by itself, sufficient to constitute an act of negligence on the part of the State. *Cotner v. State* (1989), 40 Ill. Ct. Cl. 70.

The Claimant introduced photographs of the roadway that were taken after the accident; however, neither the pleadings or the record contain any exact date indicating when these photographs were taken. The closest approximation of the date on which the photographs were taken is a month after the accident. Also, the Claimant's expert, Mark Ezra, did not offer any opinion as to how long the alleged pothole had been on the roadway or whether the State should have been aware of the potholes on the roadway. Lastly, although the State did not mention the Illinois Department of Transportation departmental report at hearing, the report reveals that the State had no actual or constructive knowledge of the alleged potholes on the portion of the roadway in question.

The Claimants also alleged that James Lance's injuries were a direct and proximate result of the placement of the guardrail just off the roadway. To prevail, the Claimants must prove by a preponderance of the evidence that the State was negligent in the design or maintenance of the guardrail, that the State knew or should have known of the dangerous condition, and that failure to implement stricter standards or otherwise maintain the guardrail was a proximate cause of the Claimant's injuries. (*Evans v. State* (1988), 40 Ill. Ct. Cl. 140; *Kramer v. State* (1990), 42 Ill. Ct. Cl. 23.) The Claimants' expert, Mark Ezra, testified that he could not find any rules, laws, or statutes of any state to indicate the guardrail was not properly installed. The Claimants' expert has no experience in roadway design, construction or maintenance.

The State amended its answer to add affirmative defenses that James Lance's own actions were the proximate cause of his injuries. The Claimants contend these affirmative defenses were untimely and should be barred from consideration. Also, the Claimants argued that the testimony of Dr. Daniel Brown should be barred, as the disclosure by the State on what Dr. Brown would testify about was inadequate. A court has broad discretion to allow the addition of new defenses on just and reasonable terms at any time before final judgment so long as other parties do not sustain undue prejudice or surprise. (735 ILCS 5/2—616.) The Illinois Supreme Court upheld a trial court's decision to allow a physician to amend his answer late in the trial to include an affirmative defense of contributory negligence. (*Hobart v. Shin* (1999), 705 N.E.2d 907, 235 Ill. Dec. 724, 185 Ill. 2d 283.) The Court noted that the issue of the Claimant's responsibility was sufficiently prominent in the pleadings and discovery to allow the plaintiff ample opportunity to rebut a defense of contributory negligence. *Id.*

Here, the pleadings and discovery are sufficient to put the Claimants on notice that the issue of James Lance's own responsibility may be raised in trial. Further, the State adequately disclosed that Dr. Daniel Brown would testify as to James Lance's alcohol consumption on the date of the accident, and this disclosure was sufficient to apprise the Claimants that the issue of alcohol consumption and intoxication would be raised at the trial. In brief, the Commissioner recommended that the Claimants were adequately informed of the nature of the affirmative defense to allow the Claimants to conduct discovery and rebut the defense at trial, and we affirm his decision.

We do not consider the issue of the affirmative defenses in the State's amended answer or the issue of Dr. Brown's testimony as dispositive of this case, as the Claimants have not proved that the State was on notice of a dangerous condition on the roadway. Regardless, section 2—1116 of the Code of Civil Procedure provides that a plaintiff whose contributory negligence is more than 50 percent of the proximate cause of the injury or damage for which recovery is sought shall be barred from recovering any damages. (735 ILCS 5/2—1116.) Based upon the testimony of Dr. Brown concerning the amount of alcohol consumed by James Lance prior to the accident and the fact that James Lance had driven the roadway at least four times on the day of the accident, it is the opinion of the Court that James Lance was more than 50 percent responsible for his own injuries in failing to exercise reasonable caution and care for his own safety.

It is hereby ordered that Claimants' claims are denied and dismissed with prejudice.

(No. 91-CC-3407—Claimant awarded $46,902.50.)

SCHUEPFER PLUMBING INC., Claimant, *v.*
THE STATE OF ILLINOIS, Respondent.

Order filed May 7, 1997.

Order on rehearing filed March 30, 1998.

Order filed August 31, 1999.

LAW OFFICES OF ANTHONY G. SUIZZO (ANTHONY KISELIS, of counsel), for Claimant.

JIM E. RYAN, Attorney General (EDWARD C. SEWARD III, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*when subcontractor can sue State outside Mechanics Lien Act—third-party beneficiary*. While a subcontractor cannot generally proceed against the State outside the Mechanics Lien Act in the absence of an allegation that the subcontractor is a third party beneficiary under the proposed contract, if a contract is entered into for the direct benefit of a third party not a party thereto, such person may sue for breach of contract if the benefit to him is direct, but if the benefit to him arising from the contract is only incidental, he has no right to recovery.

SAME—*presumption against creating rights in third-party beneficiary*. Under Illinois law there is a strong presumption against creating rights in a third party beneficiary, and to overcome that presumption, the intent to benefit a third party must affirmatively appear from the language of the instrument and the circumstances surrounding the parties at the time of its execution.

SAME—*award granted to subcontractor as third-party beneficiary under prior case law—Court overrules case prospectively.* After denying with prejudice a subcontractor's third party beneficiary claim arising out of work performed for a contractor on a State construction project, the Court of Claims determined that, under *First National Bank of Springfield v. State*, a case relied upon by the subcontractor, the subcontractor did, in fact, perform work as a third party beneficiary of the contract and was entitled to payment from the State, but the Court overruled the case prospectively, finding that it was contrary to current law which disfavors granting third party beneficiary status to subcontractors.

ORDER

FREDERICK, J.

This cause comes before the Court on Claimant's motion for summary judgment and Respondent's cross-motion

for summary judgment, and the Court having reviewed all of the pleadings and exhibits, heard the arguments of counsel, and the Court being fully advised in the premises, wherefore, the Court finds:

Claimant filed its verified complaint in the Court of Claims on May 21, 1991. After a motion to dismiss was denied, the parties engaged in considerable discovery. The parties then filed cross-motions for summary judgment which are now before the Court. The parties both argue that there are no genuine issues as to any material issue of fact and that each is entitled to a judgment as a matter of law.

The undisputed facts are that on April 23, 1987, W. G. James, Inc. and the Capitol Development Board entered into CDB Contract No. 87-0929-81 for CDB Project No. 810-032-009 for the William Rainey Harper College Corrective Rehabilitation, phases I and II. Thereafter, W. G. James, Inc. and Claimant, Scheupfer Plumbing, Inc., entered into an oral subcontract whereby Claimant agreed to furnish W. G. James, Inc. with labor, materials, tools, and equipment required to perform a portion of the work on this project. Claimant did furnish labor, materials, tools, and equipment pursuant to its oral contract. Claimant had no contract with the Respondent, State of Illinois. Claimant did not receive payment for a part of the labor, materials, tools, and equipment which it provided in the sum of $46,902.50. There is no dispute that Claimant provided such services, nor any dispute as to the amount owed Claimant.

On May 31, 1989, Claimant filed a public lien notice and bond claim with the State of Illinois. Thereafter, Claimant filed a complaint to foreclose its mechanic's lien against W. G. James, Inc. in circuit court. W. G. James, Inc. prevailed in state court on the grounds that Claimant

failed to file suit on its public lien within 90 days of the filing of notice and failed to file suit on the bond claim notice within 180 days from the date the bond claim notice was filed, as provided by statute.

Claimant argues that it is a third party beneficiary of the State's contract with W. G. James, Inc. It is Claimant's position that the prime contract required W. G. James to provide a labor and material payment bond to guarantee that subcontractors would be paid for the services and materials supplied for the project. This bond was required by 30 ILCS 550—1, *et seq*. Claimant believes this bond requirement was for the direct benefit of subcontractors and makes Claimant a third party beneficiary under the contract.

Claimant filed this action against the State of Illinois as a contract claim, a third party beneficiary claim, and a lien claim. We find there was no contract between Claimant and Respondent and Claimant cannot prevail on a direct contract claim.

A subcontractor cannot generally proceed against the State outside the Mechanics Lien Act in the absence of an allegation that the subcontractor is a third-party beneficiary under the proposed contract. If a contract is entered into for the direct benefit of a third party, not a party thereto, such person may sue for breach of the contract if the benefit to him is direct, but if the benefit to him arising from the contract is only incidental, he has no right to recovery. (*First National Bank of Springfield v. State* (1990), 43 Ill. Ct. Cl. 1.) One issue before the Court is, therefore, whether Claimant is a third party beneficiary of the prime contract. The Court must also consider whether Claimant has failed to comply with the filing provisions of the Mechanics Lien Act. This Court will

strictly construe the provisions of the Mechanics Lien Act. *KSM Sheet Metal Co. v. State* (1986), 39 Ill. Ct. Cl. 41.

Respondent's cross-motion for summary judgment contends that Claimant has no standing to sue because there is no contractual relationship between Claimant and the State of Illinois. (*McNeil Asphalt Co. v. State* (1984), 37 Ill. Ct. Cl. 68); that Claimant is not a third party beneficiary; that Claimant's claim is barred by the doctrine of *res judicata*; that Claimant has failed to exhaust its remedies against W. G. James, Inc. by failing to file its mechanics lien in a timely fashion; and that the claim is barred by the Illinois Purchasing Act, 30 ILCS 505/*et seq*., because the subcontract was oral and not in writing.

As previously stated, we find that Claimant cannot prevail on a direct contract claim. (*County Sales & Supply Co. v. State* (1986), 38 Ill. Ct. Cl. 73.) Claimant's mechanics lien and bond claim must also fail. Claimant failed to notify the director of CDB of the filing of its verified complaint within 90 days of giving notice of its public lien. Claimant did not serve the CDB with its verified complaint until June 16, 1989. Claimant failed to file verified notice of its bond claim with the CDB within 180 days after the date of the last item of work or the furnishing of the last materials. The last day Claimant provided any labor, material or supplies and services in connection with this claim was January 21, 1988. Claimant, therefore, had until July 20, 1988, to file its verified notice of bond claim with the CDB. In violation of the statutory provisions, Claimant did not serve its verified bond claim notice with CDB until April 23, 1989.

Claimant's mechanics lien claim against W. G. James, Inc. was the subject of a summary judgment motion in

state court. W. G. James prevailed on the basis that Claimant failed to timely file its statutory notice and to timely file its complaint. This is a failure to exhaust remedies and this claim must be denied in the Court of Claims. (section 790.60 of the Court of Claims Regulations, 705 ILCS 505/25.) Failure to comply with the provisions of section 790.60 shall be grounds for dismissal. See section 790.90 of the Court of Claims Regulations (740 Adm. Code 790.90). *Welsh v. State* (1994), 46 Ill. Ct. Cl. 420.

Therefore, Claimant's only possible source for recovery is pursuant to a third party beneficiary claim in the event we were to find that Claimant's failure to timely perfect its mechanics lien remedy against W. G. James, Inc. does not bar this claim for failure to exhaust remedies. We will address that issue later in this order.

The Claimant has no privity of contract with the Respondent and the Claimant has failed to properly sue W. G. James, Inc. with whom they have privity of contract. Because there is no privity of contract with the State and because this Court will only imply a contract in very limited emergency situations, the Claimant seeks to recover against the State of Illinois as a third party beneficiary. This is not an emergency situation where this Court would consider finding an implied contract. There is no other basis upon which Claimant could recover on its claim before this Court.

Therefore, the only way the Claimant could possibly recover is if Claimant is found to be a third party beneficiary of the agreement between the State of Illinois and W. G. James, Inc., which was a public contract. Under Illinois law, there is a strong presumption against creating rights in a third party beneficiary. (*Midwest Concrete Products Co. v. LaSalle National Bank* (1981), 94 Ill. App.

3d 394.) To overcome this presumption, the intent to benefit a third party must affirmatively appear from the language of the instrument and the circumstances surrounding the parties at the time of its execution. (*Bates & Rogers Construction Corp. v. Greeley & Hansen* (1985), 109 Ill. 2d 225.) The Court in *Bates & Rogers, supra*, stated:

"Only third parties who are direct beneficiaries have rights under a contract. It is not enough that the third party will reap incidental benefits from the contract. The test is whether the benefit to the third person is direct to him or is but an incidental benefit to him arising from the contract. A third party is a direct beneficiary when the contracting parties have manifested an intent to confer a benefit upon the third party.

With respect to construction contracts this court has held that it is not enough that the parties to the contract know, expect or intend that others will benefit from the construction of the building in that they will be users of it. The contract must be undertaken for the plaintiff's direct benefit and the contract itself must affirmatively make this intention clear." *155 Harbor Drive Condominium Ass'n v. Harbor Point, Inc.* (1991), 209 Ill. App. 3d 631; *Altevogt v. Brinkoetter* (1981), 85 Ill. 2d 44; *Brighton Building Maintenance Co. v. State* (1982), 36 Ill. Ct. Cl. 36.

The Claimant argues that the bond provisions and payment provisions of the prime contract make Claimant a direct and intended beneficiary of the contract. We disagree. The bond provision is an incidental benefit. The State would not even be liable if the State failed to obtain the bond. *Stratford Homes v. State* (1984), 37 Ill. Ct. Cl. 190.

The other benefits cited by Claimant are incidental benefits. The cited provisions involve lien waivers. This Court has found that even payment provisions are incidental.

In *Ables v. United States* (1983), 2 Ct. Cl. 494, *aff'd.* (1984), 732 F. 2d 166, the United States Court of Claims concluded that a provision requiring payment to a third party did not create third party beneficiary rights in that third party.

The contract at issue in *Ables* was an arbitration agreement between the Air Force and a labor union, and the Claimant was an arbitrator who performed services for the parties. The Claimant sought recovery based upon a provision in the arbitration agreement that stated, "Each party shall pay the costs and expenses of the [arbitrator] they [sic] select. The parties shall share equally the costs and expenses of the neutral member." (2 Ct. Cl. at 500.) The Court ruled that the payment provision did not create a third party beneficiary relationship, reasoning that the agreement contemplated that payment would emanate from separate agreements between the parties and the arbitrator.

We find there are no material issues of fact. The Claimant is not a third party beneficiary of the contract between the State of Illinois and W. G. James, Inc. We also find that Respondent has not waived the exhaustion of remedies requirement of sections 790.60 and 790.90 of the Court of Claims Regulations. The cause has not reached the trial stage.

While we recognize that the State has received a benefit from a subcontractor's work, materials, tools and equipment on the Harper project, there is a long line of cases which hold that our jurisdiction does not encompass *quantum meruit*. The result in this case is not harsh because Claimant had a mechanics lien claim and bond claim against W. G. James, Inc. which it failed to properly pursue. This Court cannot adjust the facts to try to pay a subcontractor, as this Court must follow the law. *Brighton Building Maintenance Co. v. State* (1982), 36 Ill. Ct. Cl. 36.

Based on the foregoing, it is the order of the Court:

A. That Claimant's motion for summary judgment is denied.

B. That Respondent's motion for summary judgment is granted.

C. That judgment is entered in favor of Respondent and against Claimant on Claimant's complaint.

D. That Claimant's claim is denied with prejudice.

ORDER ON REHEARING

FREDERICK, J.

This cause comes before the Court on Claimant's petition for rehearing, and the Court having reviewed the evidence, the pleadings, the Court's opinion, and the Court having heard the arguments of counsel, and the Court being fully advised in the premises, wherefore, the Court finds:

On May 7, 1997, this Court entered an order denying Claimant's motion for summary judgment and granting Respondent's motion for summary judgment. This Court found that Claimant was not a third party beneficiary. The Court indicated there is a strong presumption against creating rights in a third party. The Court adopted the law that the interest to benefit a third party must affirmatively appear from the language of the instrument and the circumstances surrounding the parties at the time of the execution of the contract.

The Claimant has cited our case, *First National Bank of Springfield v. State* (1990), 43 Ill. Ct. Cl. 1, in support of its position. The *First National Bank of Springfield, supra*, decision seems to indicate that a clause in a State contract requiring the architect to review all payments to the contractor and requiring lien waivers creates a third party beneficiary status to all subcontractors. This is clearly not the law as lien waivers are intended to protect the landowner and have only an incidental benefit to

the subcontractors. Such lien waiver clauses are common in most building contracts and would make subcontractors third party beneficiaries in most cases. This is completely contrary to the law which disfavors third party beneficiary status to subcontractors.

To the extent that the clause in *First National Bank of Springfield, supra*, at page 10, was found to create a third party beneficiary status in a subcontractor, we expressly overrule *First National Bank of Springfield v. State* (1990), 43 Ill. Ct. Cl. 1. As Claimant may have relied on *First National Bank of Springfield, supra*, in its dealings with the contractor and the State, our overruling of that case is prospective only.

We are persuaded by Claimant's arguments that under the prior law, Claimant would have been a third party beneficiary. We, therefore, reconsider our prior order and vacate the order of May 7, 1997. We find that Claimant performed the work claimed and, as a third party beneficiary as determined pursuant to our prior, and now overruled, decision, is entitled to a judgment as a matter of law in the amount of $46,902.50. We, therefore, deny Respondent's motion for summary judgment and grant Claimant's motion for summary judgment.

The matter of payment remains to be determined.

It is therefore ordered:

A. That the Court's order of May 7, 1997, is vacated.

B. That summary judgment is granted in favor of Claimant and against Respondent.

C. That Respondent's motion for summary judgment is denied.

D. That within 30 days, Respondent shall file with the Court a statement indicating the following:

(1) Whether the State has retainage of $46,902.50 available from this contract with which it could pay Claimant in full;

(2) That if there is not $46,902.50 available to pay Claimant in full, the amount of monies that lapsed under this contract or which could be transferred from another line item which lapsed which could be used to pay this claim;

(3) That upon receipt of the information required by paragraph D hereof, the Court will enter an order regarding payment of this claim.

ORDER

FREDERICK, J.

This cause comes on to be heard following the parties' responses to the order entered herein on January 11, 1999.

The Court finds that the Capitol Development Board has access to sufficient funds to pay the award herein.

It is hereby ordered that the Capitol Development Board pay the claim, in care of Claimant's counsel, the sum of $46,902.50.

(No. 92-CC-0333, 92-CC-0334, cons.—Claims denied.)

WILLIAM SCIVALLY and JUDY THOMPSON, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 9, 2000.

VELLA, SPARKMAN & ALTAMORE, P.C. (JAMES D. SPARKMAN, of counsel), for Claimants.

JIM E. RYAN, Attorney General (TOMAS A. RAMIREZ, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*when State is charged with legal duty—foreseeability.* A legal duty requires more than the mere possibility of an occurrence, and the State is charged with a duty only when the harm is foreseeable.

SAME—*boys drowned while swimming in culvert under bridge—claims denied.* The State was not liable as a result of the deaths of two boys who drowned while swimming in a box culvert under a bridge, since the intended use of the property was for transportation and not recreation, the State exercised reasonable care in the maintenance and inspection of the bridge and culvert and could not easily detect a dangerous hole which had been created under the culvert by flowing water, and there was no evidence that the State had actual or constructive notice of the condition which resulted in the boys' deaths.

ORDER

MITCHELL, J.

Mark Scivally, age 13, and Jonathan Jackson, age 14, died on August 24, 1989, in the City of Rockford. They had been swimming in a drainage ditch under the Kishwaukee Street Bridge which had a substructure with a box culvert on the west side and piers on the east side. Present with them before they drowned was Jonathan's brother, Raymond Jackson. Mark Scivally and Raymond Jackson were best of friends.

The bridge in question is one of 112 bridges located in the City of Rockford. Located under the bridge is a box culvert through which water runs from a concrete drainage ditch from east to west. The drainage ditch ends underneath the bridge. When there was rainfall or melting of snow, the water flowing from the drainage ditch

would increase. Through the testimony of the young men who had utilized this area as a swimming and fishing hole, it is apparent that the flow from the box culvert into the ditch created enough force so that scouring occurred underneath the box culvert. Scour is defined as the movement of the riverbed as a result of the pressures of the water flow. In this case, a hole existed underneath the concrete box culvert large enough for children to swim into the hole and reach a point where the height of the concrete increased. There was an air pocket under the concrete and children would utilize the air pocket location as a hiding place. There is evidence in the record that this air pocket existed as early as the mid-1960s. The existence of this hole was known to many of the children of the neighborhood and was passed down from one age group to the next. There is even evidence that adults knew about the hole because they had utilized the stream area for swimming. On the date of the incident, Raymond Jackson and his best friend, Mark Scivally, were dropped off at the bridge area by Raymond's grandfather. It had been their intention to go fishing under the bridge. Raymond described this area as their playground, a place they went to often. Raymond's older brother, Jonathan, arrived separately and he convinced Mark to go swimming with him. Raymond thought the water was too cold for swimming and continued fishing. Raymond saw Mark and Jonathan disappear into the water at the location which leads to the air pocket as he continued to fish. Two other boys arrived, he talked to them for awhile, and when they left, 15 to 30 minutes had gone by, and his brother and his best friend were still under the concrete. Becoming a little concerned, Raymond approached the area on the box culvert from which he could stand over the entrance to the air pocket and he noticed two legs floating. He touched the legs and realized that something

had gone wrong. He ran to the closest commercial establishment and from there paramedics and police were called. The bodies of the two boys were found by the officials who responded, Mark partially out of the entranceway to the pocket of air and Jonathan still inside. Mark was pronounced dead at the scene and Jonathan died the next day. Raymond Jackson described the distance one had to swim underwater in order to reach the air pocket as only a couple of feet. He did not understand how his brother and friend had died, and there is no indication in the record of exactly what happened to the two boys once they went under the water. Raymond described the air pocket as being in the exact same condition when he saw it weeks earlier.

The intended use of the bridge and box culvert in question was for the transportation of traffic, not to aid in recreational purposes for the people of the area. Incidental to the construction of the box culvert, the process of scour had constructed a hole in the river which was discovered by the children in the neighborhood. This hole turned into a deadly trap for the children of the Claimants in August of 1989, but the State had no knowledge of the existence of this hole, whether it is considered a defect or not, since scour is a natural process in a body of water that is flowing. It must be remembered that the inspections conducted by the State were carried out so that the traffic on the bridge would not be compromised. The State employees who testified had responsibility for the bridge, not the stream below the bridge. There was no evidence that the State was aware that the drainage channel in question was being used as a swimming facility by the children in the neighborhood, a fact which is confirmed by that same lack of notice to the parents in the neighborhood. A danger which is as well concealed as this scour hole was, could not be seen during the periodic inspections by the State employees. There is no legal duty

upon the State to remove every possible source of injury from areas in the more remote proximity of the State-controlled property. A legal duty requires more than the possibility of an occurrence. The State is charged with a duty only when the harm is foreseeable. (*Powell v. State* (1996), 48 Ill. Ct. Cl. 111.) In this scenario, the State exercised reasonable care in the maintenance and inspection of the bridge and box culvert. That the inspections did not detect the scour is not proof of negligence. Claimants are unable to produce evidence that the State had actual or constructive knowledge of the condition which resulted in the deaths of these children.

Therefore, the claims are denied.

(No. 92-CC-2777—Claim dismissed; motion to reconsider denied.)

RONALD E. PAUL, Individually and Executor of the Estate of MARY JOANN PAUL and Administrator of the Estate of SHERYL J. PAUL, and RONALD G. BUBAN, Administrator of the Estate of KEVIN R. BUBAN, Claimants, *v.* ILLINOIS DEPARTMENT OF TRANSPORTATION, Respondent.

Order filed August 30, 1999.

Order on motion to reconsider filed December 10, 1999.

PHELPS, KASTEN, RUYLE, BURNS, CARMODY & SIMS (BYRON J. SIMS, of counsel), for Claimants.

JIM E. RYAN, Attorney General (GUY A. STUDAEN, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*negligence—proximate cause.* A defendant may be held liable even if his negligence is not the sole proximate cause of injury, so long as his conduct contributed in whole or in part to the injuries, but the negligence of a defendant will not constitute a proximate cause of plaintiff's injuries if some intervening act supercedes the defendant's negligence, although if the defendant could reasonably foresee the intervening act, that act will not relieve him of liability.

SAME—*blood alcohol testing—proof of intoxication.* Blood alcohol testing is recognized as a proper means of proving intoxication in personal injury actions and, under former section 501.2(b) of the Illinois Vehicle Code, if there was an alcohol concentration of .10 or more at the time of the occurrence in question, it was presumed that the person was under the influence of alcohol.

SAME—*vehicle struck after intoxicated driver disobeyed stop sign—claim dismissed.* In an action for personal injuries suffered by the Claimant when the car that he was driving was struck at an intersection by a drunk driver who disobeyed a stop sign, the claim against the State alleging defective signage at the intersection was dismissed, because there was no evidence that the State breached any duty, that the signage was improper, or that it confused the other driver, but rather, the sole proximate cause of the Claimant's injuries was the driver's negligence in driving under the influence and disobeying the stop sign.

ORDER

JANN, J.

This cause comes on to be heard on Respondent's motion for summary judgment and Claimant's reply in opposition thereto. Both parties have submitted memoranda of law in support of their positions.

I. Facts

This case arises from an auto accident which occurred on Sunday, April 14, 1991, at approximately 12:03 a.m., at the intersection of Illinois 159 and Renken Road (Prairietown Road), township of Monro, unincorporated Madison County, Illinois.

Decedents, Mary Joann Paul, Sheryl J. Paul and Kevin R. Buban were passengers in a car driven by Claimant Ronald E. Paul. Ronald Paul (herein Paul) suffered personal injuries and the decedents died after a collision between the car driven by Paul and a car driven by Joseph E. Sheppard (herein Sheppard). Paul's car was traveling northbound in the northbound lane of Illinois 159 at the intersection of the westbound lane of Renken Road. Sheppard's car was traveling east to west and pulled out

in front of Paul's car, striking Paul's car on the right passenger side.

There are two stop signs on Renken Road for the westbound traffic at the intersection. One sign is on the northeast corner of the intersection and the other is placed on the southeast corner of the intersection. Additionally, there is a "stop ahead" sign seven hundred feet east of the stop signs on Renken Road. At the time of the accident, all the signs were in place and were clearly visible to the westbound traffic.

Sheppard was driving while intoxicated at the time of his accident. The Alton Memorial Hospital records show that Mr. Sheppard arrived at the hospital at 1:33 a.m. on April 14, 1991. Mr. Sheppard submitted to a forensic blood test at 2:24 a.m. on April 14, 1991. His blood alcohol concentration was .156 percent ethanol g/dl, and his blood contained .5 percent Diazepam (Valium) and .8 percent Nordiazepam.

On October 31, 1991, Sheppard pled guilty to three counts of reckless homicide and one count of driving a vehicle while under the influence of alcohol, admitting that he disobeyed the stop sign at a time when the alcohol concentration in his blood was more than 0.10 percent. Sheppard was sentenced to a term of ten years on the reckless homicide counts and a term of three years on the driving while under the influence count.

Claimants, Ronald E. Paul, the husband of Mary Joann Paul and the father of Sheryl J. Paul, and Ronald G. Buban, administrator of the estate of Kevin R. Buban and father of Kevin R. Buban, allege that the Illinois Department of Transportation (herein IDOT) was negligent in the following ways:

a. IDOT failed to equip Renken Road at or near its intersection with Illinois 159 as to traffic approaching from the east to the west with a flashing red stop signal.

b. IDOT failed to equip Renken Road at or near its intersection with Illinois 159 as to traffic approaching from east to west with a stop bar on the pavement, an appropriate distance east of the intersection and in a manner designed to apprise approaching traffic of an upcoming intersection and stop sign.

c. IDOT failed to equip Renken Road at or near its intersection with Illinois 159 as to traffic approaching from east to west with dual mounted 48-inch stop signs.

d. IDOT failed to equip Renken Road at or near its intersection with Illinois 159 as to traffic approaching from east to west with rumble strips on the pavement, a sufficient distance east of the stop sign in a manner deigned to apprise approaching traffic of an upcoming intersection and stop sign.

Claimants' allegations of negligence rely upon the opinion, testimony and reports of Kenneth R. Agent, a registered civil engineer in the state of Kentucky. Mr. Agent's deposition, reports and curriculum vitae are made a part of Claimants' memorandum.

II. Proximate Cause

Respondent asserts that the sole proximate cause of the accident at issue was the negligence of Sheppard in driving under the influence and subsequently failing to stop and yield to Claimants' vehicle as required. No conduct of Respondent proximately caused the accident and Respondent asserts it is entitled to summary judgment as a matter of law.

Claimants argue that the accident history of the intersection put the State on notice that the signage was inadequate, and its failure to take additional measures to alert drivers of the stop sign constituted negligence. Said negligence is alleged to be a proximate cause of the injuries and deaths of the Claimants, in addition to Sheppard's actions. No direct proof was offered as to breach of IDOT standards.

III. The Law

It is well settled that there may be more than one proximate cause of an injury. A defendant may be held liable even if his negligence is not the sole proximate cause of injury so long as his conduct contributed in whole or in part to the injuries. (*Kuhn Redi-Mix v. State* (1995), 45 Ill. Ct. Cl. 33, citing *Smith v. State* (1989), 42 Ill. Ct. Cl. 19 which adopted the definition in Illinois Pattern Jury Instruction 15.01.) The negligence of a defendant will not constitute a proximate cause of plaintiff's injuries, however, if some intervening act supercedes the defendant's negligence, but if the defendant could reasonably foresee the intervening act, that act will not relieve the defendant of liability. (*Indicoffer v. Village of Wadsworth* (1996), 282 Ill. App. 3d 933, 219 Ill. Dec. 674, 671 N.W.2d 1127.) Claimants have cited several cases for the proposition that criminal acts of a defendant do not break the causal claim where said acts are foreseeable by a third party defendant. None of these cases are directly on point to the facts of this case but point to foreseeability as a key element in determining proximate cause.

Respondent admits that proximate cause may be proved inferentially or by circumstantial evidence. However, when a party seeks to rely upon circumstantial evidence, the conclusion sought must be more than speculative; it must be the only probable conclusion which may

be drawn from the known facts. *Hernandez v. Chicago Transit Authority* (1st Dist. March 30, 1999), No. 1-98-2911, 1999 Ill. App. Lexis 185 at 29, citing *Stojkovich v. Monadnock Building* (1996), 281 Ill. App. 3d 733, 739, 666 N.E.2d 704, 708.

Blood alcohol testing is recognized as a proper means of proving intoxication in personal injury actions. (*Burris v. Madison County* (1987), 154 Ill. App. 3d 95, 101, 493 N.E.2d 1267, 1270; *Thomas v. Brandt* (1986), 144 Ill. App. 3d 95, 101, 493 N.E.2d 1142.) Additionally, section 501.2(b) of the Illinois Vehicle Code provides that:

"Upon the trial of any civil or criminal action or proceeding arising out of acts alleged to have been committed by any person while driving or in actual physical control of a vehicle while under the influence of alcohol, the concentration of alcohol in the person's blood or breath at the time alleged or shown by analysis of the person's blood, urine, breath, or other bodily substance shall give rise to the following presumptions:

* * *

3. If there was at the time an alcohol concentration of 0.10 or more, it shall be presumed that the person was under the influence of alcohol." 625 ILCS 5/11-501.2(b); see also *Hambrick v. State* (1995), 48 Ill. Ct. Cl. 57.

It is uncontroverted that Sheppard's blood alcohol content shortly after the accident was 0.156 percent, giving rise to the presumption that Sheppard was under the influence of alcohol. Furthermore, Sheppard admitted his blood alcohol level exceeded the legal limit and that he disobeyed the stop sign. Sheppard, as a driver on the Illinois roads had a duty to abide by the Illinois Vehicle Code. Sheppard violated this duty and, therefore, was negligent as a matter of law. *Wanner v. Kenna* (1974), 22 Ill. App. 3d 930, 934, 317 N.E.2d 114.

Illinois courts have long dealt with the question of proximate cause of accidents. In *DeBenedetto v. Flora Township* (1992), 153 Ill. 2d 66, 605 N.E.2d 571, a driver lost control of his car, crossed over the oncoming lane, crossed over the shoulder, and landed in a drainage ditch.

The trial court granted defendant's motion to dismiss for failure to state a cause of action. The Supreme Court agreed stating, "the proximate cause of the accident in this case was not the ditch. The proximate cause of the accident was the loss of control of the vehicle and its being driven off the traveled way." (*DeBenedetto*, 605 N.E.2d at 573.) Similar to the instant case, the proximate cause of this accident and the resulting injuries and deaths was Sheppard's failure to yield, due to his intoxicated condition, to Paul's car.

In *Thompson v. County of Cook* (1993), 154 Ill. 2d 374, 609 N.E.2d 290, a seminal case on proximate cause and intoxicated drivers, the family of a passenger who was killed when the car driven by an intoxicated driver went off the highway sought to recover from Cook County. The decedent's family alleged that the county was negligent because the highway lacked proper warning signs. (*Thompson*, 609 N.E.2d at 292.) The Supreme Court affirmed the Appellate Court's vacation of a jury verdict for the plaintiff and the granting of judgment as a matter of law for the defendant. (*Id.*) The Supreme Court observed that the driver of the car had admitted that he was driving under the influence of alcohol and drove at an excessive rate of speed. (*Id.* at 293-294.) The *Thompson* Court held that the allegedly defective road may have provided a condition for the accident, but it was not the cause of the accident. (*Id.*) The Court concluded that the driver's actions in driving drunk, speeding, eluding the police and disregarding the traffic signs were the sole proximate cause of this accident and the road provided nothing more than a location where the driver's negligence came to fruition. *Id.* at 294.

In *Billman v. Frenzel Construction Company* (1993), 262 Ill. App. 3d 681, 635 N.E.2d 435, an intersection and

signage defect case, the Appellate Court affirmed the granting of summary judgment in defendant's favor. (*Billman*, 262 Ill. App. 3d at 689.) The *Billman* Court determined that, since it was undisputed that the driver that struck the decedent was driving under the influence at the time of the accident, such negligent driving broke the chain of causation between alleged defects in the intersection and the resulting injuries. (*Id.* at 687.) The Court reasoned that, if the duty of the defendant was based on a lack of, or defect in, signage, the plaintiff must offer some evidence that the intoxicated driver was confused by the signage (or lack thereof). (*Id.*) The Court concluded that where neither scenario (intoxication or defect in signage) could be inferred with a degree of certainty, and speculation would be required, causation cannot be a triable issue of fact and summary judgment is proper. *Id.*

Respondent argues that, as in the *Billman* case, causation in the case at bar is a question of law, not fact, and summary judgment is proper. Sheppard's intoxicated driving broke any chain of causation between any alleged defects in the intersection and the resulting injuries. Thus, as a matter of law, Claimants cannot show signage defects were the proximate cause of this accident without resorting to speculation and conjecture. Moreover, as Claimants' theory of negligence is based on signage defects, Claimants would need to offer some evidence that Sheppard was confused by the signage. The only fact disputed in the record is whether Sheppard stopped, rolled through or traveled consistently through the stop sign. Sheppard initially claimed he stopped and then began to make a left-hand turn, but ultimately admitted he disobeyed the stop sign. Sheppard's son, Nathan Sheppard, also claimed his father stopped at the stop sign. Eyewitness Gregory Harkey stated Sheppard rolled up to the stop sign, stopped briefly and then pulled out and struck Paul's car. Eyewitness Michael Maxfield stated Sheppard ran through the

stop sign. Despite these differing accounts, there is still nothing in the record to suggest that Sheppard was confused by the signage. To the contrary, Sheppard at first claimed he stopped at the stop sign prior to attempting a left turn, but then admitted he disobeyed the stop sign.

Claimants rely upon Mr. Agent's opinions that the enlargement of stop signs and addition of flashing beacons, a rumble strip and an additional "stop ahead" sign would have reduced the likelihood of the occurrence leading to Claimants' injuries. Careful review of Mr. Agent's deposition and reports does not support such a finding by the Court. In fact, Mr. Agent was unable to provide direct evidence of any breach of duty by Respondent as to the signage at the intersection in question or proof that the accident history required immediate action pursuant to IDOT regulations.

We find that, there being no evidence that Sheppard was confused by the signage, nor of a breach of IDOT practice and procedure, Claimants may not, as a matter of law, prevail on the question of proximate cause. As a matter of law, the proximate cause of Claimants' tragic injuries was Sheppard's negligence.

It is hereby ordered that Respondent's motion for summary judgment is granted and this cause is dismissed.

ORDER

JANN, J.

This cause comes on for hearing on Claimants' motion to reconsider and Respondent's response thereto, and this Court being fully advised in the premises.

We hereby find:

Claimants' arguments were carefully considered in our prior analysis of the motion for summary judgment.

We find no basis for reconsideration and must deny this petition.

(No. 93-CC-0572—Claim denied.)

ESTERLENER STIMAGE, Claimant, *v.* ILLINOIS DEPARTMENT OF PUBLIC AID, Respondent.

Order filed December 14, 1999.

SACHS, EARNEST & ASSOC., LTD. (GARY NAHM, of counsel), for Claimant.

JIM E. RYAN, Attorney General (ELIZABETH M. SCARNO, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*duty owed by State to business invitees.* Although the State is not an insurer of the safety of persons visiting its buildings, it owes a duty of reasonable care to business invitees in maintaining the premises, but invitees assume normal, obvious or ordinary risks attendant to the use of the premises.

SAME—*elements of claim.* In order for a Claimant to recover, she must show, by a preponderance of the evidence, that the Respondent owed the Claimant a duty, that the duty was breached by a negligent act or omission to act, that the act or omission proximately caused a compensable injury, and that the Respondent had actual or constructive notice of the dangerous condition.

SAME—*slip and fall—notice not established—claim denied.* A woman's claim alleging injuries sustained in a public aid office when she slipped and fell on an orange juice spill was denied, based on the woman's failure to properly establish that the State had actual or constructive notice of the dangerous condition.

ORDER

MITCHELL, J.

This matter comes before this Court on the complaint of Claimant, Esterlener Stimage, against the Respondent, State of Illinois, Department of Public Aid. The complaint alleges Respondent's negligence and seeks an award in the amount of $15,000.

On February 25, 1992, at about 8:00 a.m., Esterlener Stimage, hereinafter Claimant, went to the Illinois Public Aid office located at 8001 South Cottage Grove to apply for benefits. Claimant first approached the service desk to check in without incident. Claimant was directed to sit in the waiting area until she was called. Claimant was called back to the desk at approximately 9:00 a.m. As she returned to the service desk, Claimant slipped on orange juice and fell on her right side, landing on her shoulder, head and hip. Claimant testified that, immediately after she fell, a woman behind the desk exclaimed, "I told Fletcher to get that up 30 minutes ago."

Claimant was helped up and taken to a chair by a guard and declined an offer to be taken to the hospital. Instead, she called her son who picked her up and took her to South Shore Hospital where she was prescribed Tylenol for pain. Several days later Claimant went to Citywide Clinic for hot pack treatments, electric treatments to her shoulder, neck and hip. Claimant had about 17 treatments, each lasting approximately ten minutes. She claims she has not regained full range of motion in her arm, which limits her normal housework activities.

Mary John Frazier, public aid office manager, testified that, among other duties, she supervised the building maintenance at the incident location. Frazier testified that, in the normal course of business, maintenance matters would be reported to the office manager who would in turn notify the maintenance personnel. She stated that an employee could notify the maintenance personnel directly; however, that would be a deviation from normal procedure.

On the date of the incident, Mr. Fletcher was the maintenance man on duty. Fletcher's duties included exterior and interior maintenance responsibilities and

would have included clean-up of the spill if he had been so instructed. Frazier testified that on the date of the incident she did not receive any notice of the spill and therefore did not instruct Mr. Fletcher to clean it up.

The State is not the insurer of the safety of persons visiting its buildings. (*Berger v. Board of Trustees of the University of Illinois* (1988), 40 Ill. Ct. Cl. 121.) The State owes a duty of reasonable care to business invitees in maintaining the premises. (*Hall v. State* (1992), 45 Ill. Ct. Cl. 27.) Invitees assume normal, obvious or ordinary risks attendant to the use of premises. (*Thornburg v. State* (1986), 39 Ill. Ct. Cl. 139, 141.) In order for a Claimant to recover, she must show, by a preponderance of the evidence, that the Respondent owed the Claimant a duty, that the duty was breached by a negligent act or omission to act and that the act or omission proximately caused a compensable injury. (*O'Neill v. State* (1993), 46 Ill. Ct. Cl. 146.) Claimant must also prove by a preponderance of the evidence that the State had actual or constructive notice of the dangerous condition. *Hardeman v. State* (1995), 47 Ill. Ct. Cl. 292.

In this case, Claimant testified that immediately following her fall an unknown employee of IDPA shouted, "I told Fletcher to clean that up 30 minutes ago." Respondent contends that the statement is hearsay and therefore inadmissible. Claimant argues that the statement is an excited utterance and therefore should be admitted as an exception to the hearsay rule.

An excited utterance is a statement relating to a startling event or condition made while the declarant was under the stress of excitement caused by the event or condition. Respondent argues that the facts do not constitute a startling event. We disagree; clearly it would be a "startling event" to watch an elderly woman slip and fall to the

floor and injure herself. The incident could have been enough to elicit an excited spontaneous statement. However, Claimant's failure to establish a proper foundation for the statement is problematic. In this case the declarant was never identified and never produced for direct or cross-examination. The Court determines that the statement is inadmissible.

In the absence of the statement by the unknown declarant, Claimant has failed to establish notice. Claimant's failure to establish notice or constructive notice of the dangerous condition is fatal to her claim. *Hardeman v. State* (1995), 47 Ill. Ct. Cl. 292.

Therefore, the claim is denied.

(No. 93-CC-0753—Claimant Buelke awarded $34,828.67;
Claimant Dawes Transport, Inc. awarded $6,791.92;
payment of awards withheld pending resolution of lien issues.)

BRUCE BUELKE and DAWES TRANSPORT, INC., Claimants, *v.*
THE STATE OF ILLINOIS, Respondent.

Opinion filed August 13, 1998.

KATZ, MCANDREWS, BALCH, LEFSTEIN & FIEWEGER, P.C. (STEPHEN T. FIEWEGER, of counsel), for Claimants.

JIM E. RYAN, Attorney General (MICHAEL A. WULF, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*negligence—requisite proof.* Generally, the State is not an insurer of the safety of the users of its highways and, in order to prevail on a negligence claim, a Claimant must prove that the State had actual or constructive notice of the dangerous condition and that the alleged defect was the proximate cause of the Claimant's injuries.

SAME—*truck overturned after skidding off icy ramp—damages awarded for personal injuries and property damage.* Where the evidence indicated that a truck weight inspector on duty at the time the Claimants' truck and

semi-trailer overturned on an icy scale ramp should have known of the dangerous conditions and closed the ramp before the accident occurred, notice on the part of the State was established and, as a result of the State's negligence, the truck driver was awarded damages for personal injuries suffered in the accident and the truck owner was granted an award for property damage and towing expenses.

OPINION

JANN, J.

Claimant, Bruce Buelke, was involved in an accident while operating a truck for Dawes Transport on December 20, 1991, at approximately 7:20 a.m. at truck scale no. 19 located along Interstate 80 in Rock Island, Illinois. Buelke was operating a 1985 Mack trailer with an attached 1984 Fruehauf semi-trailer in a westerly direction along Illinois Interstate 80. After entering the weigh station, Buelke's vehicle skidded off the ramp and overturned, damaging the truck, semi-trailer, and its contents. The Claimant also suffered bodily injuries and makes a claim for lost profits arising from the accident. Claimant claims that the State was negligent in leaving this scale ramp open and failing to salt, sand, or otherwise plow the ramp while it was opened since it had accumulated a layer of ice on it from a storm. Respondent contends that the proximate cause of the accident was the negligence of the Claimant in operating his vehicle.

Facts

The facts of this case are generally not in dispute. On the morning of December 20, 1991, a sleet and ice storm struck northwestern Illinois, including Rock Island County, where the accident occurred. The Illinois Department of Transportation communications center log book, by 4:45 a.m. on December 20, 1991, showed that a storm had hit Rock Island County. The Illinois Department of Transportation workers had been sent out to

cover roads in Rock Island County. State Trooper Juan de los Reyes stated that when he came on duty at 6:00 a.m. on the morning of December 20, 1991, the surfaces of the highways that he traveled in Rock Island were ice-covered. In his report, dated July 20, 1992, to the Illinois Department of Transportation concerning this accident, State Trooper de los Reyes noted that the road conditions at scale ramp 19 were the same as the roads in the area.

David Sullivan, a truck weight inspector for the Illinois State Police, who had worked as a truck weight inspector for 15 years prior to December 20, 1991, notes that on the morning of December 20, 1991, he had extreme difficulty in driving the roadways once he reached the interstate roads. Mr. Sullivan admitted that the scale ramp is not used for interstate transportation, i.e., going from place to place, but rather the scale's purpose is to determine if trucks are overweight and to determine revenue charges to be made by the State of Illinois for overweight trucks.

Mr. Sullivan stated that, when he used the westbound scale ramp for scale ramp 19, he traveled at a speed of no more than ten miles per hour because of the condition of the roadway. He stated the scale had not been salted, sanded or plowed prior to his arrival at work on the morning of the accident at approximately 7:15 a.m. Mr. Sullivan arrived 15 minutes late for his shift due to the inclement weather conditions.

The scale house truck weight inspector on duty at the time of the accident was Barbara Farmer. Ms. Farmer did not close the scale ramp and claimed she was unaware of the hazardous conditions on the ramp. No prior accidents occurred on the morning in question.

John Wegmeyer, IDOT studies and plan engineer, testified to the design and layout of the ramps and weigh

station. He described the conformity of the scale with AASHTO standards and signed off by the Federal Highway Commission along with any guardrails, stating that any guardrails would not be required and would be inappropriate. He utilized drawings to establish a distance, starting at the edge of I-80 to the start of the ramp, of approximately 300 feet, then approximately 1,000 feet to the in-motion scale, followed by an area of 425 feet in length which widens to two lanes, "By-Pass" and "Static Weigh," with a median. The by-pass and static weigh-scale lanes are 16 feet and 12 to 14 feet wide, respectively. It is within this 425 feet that lights are posted to direct the truckers. The first set of lights are approximately 300 feet from the weigh in-motion scale. Wegmeyer testified that a truck moving at ten miles per hour, as Buelke states, would take 20 seconds to progress from the scale to the first set of lights. The Claimant testified that he had been an over-the-road truck driver for 15 years and he was traveling from Milwaukee, Wisconsin to Los Angeles, California. At approximately 6:00 a.m., he left Dixon, Illinois, and started westerly on I-88, where he encountered freezing rain while driving after about the first half-hour of travel. He subsequently traveled to westbound I-80 at a speed of approximately 45 miles per hour as he approached the I-88/I-80 ramp to the scale house 19 ramp, when he noticed that that section of the road had been salted. By the time he was entering the scale house 19 ramp, he reduced the speed of his tractor-trailer to ten miles per hour. Upon entering the open scale ramp, he encountered a ramp that was covered with a solid sheet of ice. The Claimant also testified that he noticed the sign located one-half mile from the scale house ramp which indicated that the ramp was open. Because he is required by Illinois law to weigh in at an open scale ramp, he proceeded down the ramp despite its condition. As he approached the scale house, Claimant stated that the light indicated that he needed to

weigh in and its arrow indicated that he should go down to the weigh-in lane. As he approached the second set of arrows, he testified that both arrows were operating. He testified that, at that point, he truck was lined up to go down the by-pass lane if he had not made a steering correction, but he decided he should go down the scale lane and he turned the wheel of his truck from a 12:00 o'clock to a 1:00 o'clock position, which would be sufficient to take his vehicle and his tractor-trailer down the scale lane. After making the steering correction, he tapped the brakes and his tractor-trailer slid in a straight line off the road and shoulder and down the embankment where it flopped over on its right side.

The Claimant suffered bruises to his left ankle, to his left shin and to the backside of his right thigh, which caused him problems for approximately one and one-half weeks. His tractor-trailer sustained damages of $22,442.67 and he incurred towing charges of $6,047. There was damage to the cargo contained in the Claimant's tractor-trailer, towing of $744.92 and he incurred $1,800 in tractor and trailer rental expenses to complete his run to Los Angeles. He incurred $60 in expenses for emergency treatment at Avalone Urgent Care. He stated this tractor and trailer were in good mechanical condition and had no external and internal damage to their structural body prior to December 20, 1991. He testified as to loss of runs between the period of January 7, 1992, and February 17, 1992, and one run the week of April 22, 1996, with average net revenue loss per run of $1,421 for total lost profit for the six runs that he missed of $8,526. Claimant seeks total damages of $41,620.59. Both Claimants Buelke and Dawes Transport have received insurance payments from the Associates, Inc., which has a subrogation interest herein in the amount of $20,181.13. The damages were not disputed by Respondent at hearing or in its brief.

Findings

Both parties agree that, generally, the State is not an insurer of the safety of the users of its highways and, in order to prevail on a negligence claim, a Claimant must prove that the State had actual or constructive notice of the dangerous condition and that the alleged defect was the proximate cause of the Claimant's injuries. (*Sharp v. State* (1995), 47 Ill. Ct. Cl. 227.) A Claimant is required to prove by a preponderance of the evidence that a defect or hazardous condition existed at the site of the accident; that the State had actual or constructive notice of the defect or hazardous condition; and that the defect or hazardous condition was the proximate cause of the accident. *Kataldl v. State* (1983), 36 Ill. Ct. Cl. 24.

The record herein indicates that the State had notice of hazardous road conditions and was in the process of sanding and salting the roadways. Testimony indicated that IDOT procedure is to address the main roadways and bridges first, and that scale ramps are cleared and salted after the main roadways are cleared. This seems a sensible procedure, as the scale ramps may be closed by simply flipping a switch inside the scale house. Mr. Sullivan did close the ramp upon his arrival, virtually concurrent with Claimant Buelke's accident. Respondent's argument that it had no notice of the icy conditions is not supported by the preponderance of the evidence. Ms. Farmer should have known of the ramp conditions well before the accident occurred in the exercise of due care in carrying out her duties.

Respondent argues that Mr. Buelke's steering correction in attempting to comply with the arrow signals and move into the manual scale lane was the sole proximate cause of the accident, and that he was negligent in driving too fast for conditions. However, Respondent has

not proved that Claimant was driving too fast for conditions or in any way contributed to his own injuries. The evidence indicates that the witnesses relied upon by Respondent did not see the accident and that Trooper de los Reyes did not conduct an accident reconstruction investigation of the incident. Respondent's witnesses, with the exception of Ms. Farmer, all agreed that the ramp was very slippery and dangerous.

Based upon the foregoing, it is hereby ordered that Claimant Buelke be awarded the sum of $34,828.67 for all damages arising herein. Claimant Dawes Transport is hereby awarded $6,791.92 for property damage and towing. Payment of the awards shall be withheld pending resolution of the lien issues.

(No. 93-CC-1501—Claim denied; petition for rehearing denied.)

MICHAEL BEAN and KIMBERLY BEAN, Claimants, *v.*
THE BOARD OF TRUSTEES OF THE UNIVERSITY
OF ILLINOIS, Respondents.

Order filed December 9, 1998.

Order on petition for rehearing filed August 27, 1999.

MCCOY & BADE (RICHARD D. MCCOY, of counsel), for Claimant.

HEYL, ROYSTER, VOELKER & ALLEN (RICHARD P. KLAUS, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*liability of State for accumulated ice and snow on property*. The State is not an insurer of individuals who decide to use its facilities, and the mere presence of snow and ice accumulating because of natural causes is not such negligence as to make the owner of the property in question liable.

SAME—*man slipped on ice and snow abutting curb—claim denied.* Recovery was denied in a man's claim for injuries suffered when he slipped and

fell over a row of ice and snow abutting a curb since, despite the man's contention that the snowmound constituted an unnatural accumulation created by the State's negligent snow removal, the man's testimony indicated that he slipped on a natural accumulation of snow and, in any event, the State had no duty to promptly remove all ice and snow plowed curbside and it did not act negligently in its snow removal efforts.

ORDER

HESS, J.

This complaint arises out of an incident on December 28, 1990, when Michael Bean, then living in Louisville, Kentucky, was visiting the University of Illinois attending a Global Mission Conference. He was there as part of a Presbyterian theological seminary internship. At approximately 5:00 p.m. on that day, Mr. Bean was heading to the dinner hall, which took him to the intersection of Goodwin and Gregory, where he was stepping over a "windrow" of snow and ice abutting the curb. His right foot slipped out from under him and he fell backwards onto the snow and onto the curb.

Upon returning home, the Claimant sought medical attention. On January 31, 1991, he had surgery wherein his vertebrae and C-6 were fused. His spinal cord had been compressed.

Dr. Cowles, a neurosurgeon, testified that the Claimant had suffered pretty severe myelopathy and diagnosed spinal cord compression in the cervical spine. Dr. Cowles removed the disk and extruded material and placed a strut of bone called a fibular wedge. Dr. Cowles explained that the damage will never fully resolve and his object was to prevent a worsening condition, rather than to achieve full resolution. Dr. Cowles indicated the problem was trauma-related. He further opined that the Claimant will never be able to engage in sports again to any significant degree and will further experience permanent sexuality and bowel problems. He also stated his

upper extremity problems will be permanent in terms of weakness and fine motor control.

The Claimant was in a cervical collar for eight weeks and was in a wheelchair for two months. He was in physical therapy for one year and his Kentucky workers' compensation determined that he was 48.87 percent partial permanent disability. The Claimant testified that he used to backpack, canoe, whitewater paddle, camp, dance, work heavy construction and have frequent and energetic sex with his wife.

The Respondent denies liability in this case and further filed four affirmative defenses of which the first, second and fourth affirmative defenses were allowed to be argued. This Court denied the third affirmative defense. The affirmative defenses alleged comparative negligence and further alleged that the natural accumulation of snow and ice was an open and obvious danger and that the Claimant slipped and fell on a natural accumulation of snow and ice.

Gary Biehl is a civil engineer and was in charge of snow and ice removal at the University of Illinois. He testified that the University of Illinois has written procedures for snow removal and these procedures were updated annually. He testified that windrows that are created by snowplows are to be removed by employees.

Further, the facts establish that the Board of Trustees employs grounds tractors to clear snow from sidewalks, and after passes have been made on the sidewalks, the grounds workers will use hand shovels to clear out the intersection down to the pavement.

Operating engineers also work in snow removal using backhoes or loaders, and their first priority is to clear service areas. Once the priority areas are clear, they will

work in intersections. A grounds foreman and an operating engineer foreman work to identify trouble spots. Operating engineers have contact with the supervisors regarding spot work in problem areas in intersections of streets. The service areas are the first priority and the intersection spot work is the last work done by the engineers.

This Court has repeatedly held that the State is not an insurer of individuals who decide to use its facilities. (*Hoekstra v. State* (1984), 38 Ill. Ct. Cl. 156, 159.) The Court has held that "it is the law of this State that the mere presence of snow and ice accumulating because of natural causes is not such negligence as to make the owner of the property in question liable." *Serage v. Board of Trustees* (1973), 28 Ill. Ct. Cl. 368, 371; *White v. State* (1984), 38 Ill. Ct. Cl. 1, 3.

The Claimant argues that the snow removal was performed in a negligent manner and must not result in the unnatural accumulation of snow and ice and cites numerous cases to support his position. It is Claimant's position that the creating of the windrow is an unnatural accumulation of snow and ice and was created by the snow removal of the Board of Trustees.

The Claimant testified that it precipitated for a full day before the accident and the State water survey report shows winter precipitation on December 27, 28, 29 and 30. The Board of Trustees had full crews working on December 27, 28 and 29. The Claimant's argument is weakened by the fact that Claimant testified at trial that he slipped on the snowpacked street. This would seem to place a natural accumulation rule in effect.

However, even if Claimant is given the benefit of the doubt, and had slipped on the snowbank, the Respondent cites an Illinois Appellate Court decision showing there is

no duty to remove such curbside snow. (*Kiel v. City of Girard* (1995), 274 Ill. App. 3d 821, 211 Ill. Dec. 291.) In *Kiel*, the plaintiff slipped and fell on snow that had been plowed next to the curb by the City of Girard, during street and sidewalk clearing operations. In reversing the jury verdict that goes against the manifest weight of the evidence, the Illinois Appellate Court noted that, "the City created a small, but easily visible, mound of snow on the curb as a side effect of its street and sidewalk clearing efforts. There was nothing unusual about the size or placement of this mound. Snow cleared from pathways must be placed somewhere." (*Id.*) The Court further went on to say that "requiring a prompt cleanup of all snow plowed curbside would place an enormous burden on cities, and such a duty would have the consequences of discouraging snow removal. We hold Illinois law imposes no such duty." *Id.*

The facts in the *Bean* case are similar to that of *Kiel*. It is uncontradicted that the Board of Trustees had full snow removal crews out at all times.

The Court finds that the Board of Trustees had no such duty to the Claimant and the claim is denied.

ORDER

MITCHELL, J.

This matter comes before the Court on Claimants' petition for rehearing. After having reviewed the petition for rehearing, along with Claimants' and Respondent's briefs and memorandums of law, the Court finds no basis for overruling its previous decision. Therefore, the Claimants' petition for rehearing is denied.

(No. 93-CC-1890—Claim denied.)

MARY LAUGHARY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 3, 1993.

Order filed March 3, 2000.

WARREN E. DANZ, for Claimant.

JIM E. RYAN, Attorney General (BRIAN J. DEES, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*sidewalk defect—what Claimant must prove.* To recover in a negligence action involving a defect in a sidewalk, the Claimant must prove by a preponderance of the evidence that a dangerous or defective condition existed on or around the sidewalk, that the State knew or should have known of the condition, that the condition caused the Claimant's injuries and that the State had actual or constructive notice of the defect that caused the injury.

SAME—*woman tripped on one-inch sidewalk drop-off—claim denied.* In a woman's action seeking damages for personal injuries sustained when she fell after tripping on an uneven sidewalk at the State Capitol Building, the claim was denied because there was no proof that the one-inch drop-off was an actionable defect, and the Claimant failed to establish a duty, breach of duty, and that the State had notice of any sidewalk defects.

ORDER

MITCHELL, J.

This cause coming on to be heard on the request of Claimant to dismiss the above-captioned matter and the Court being fully advised in the premises, it is hereby ordered that the request of Claimant be, and is, hereby allowed, and the case accordingly is dismissed.

ORDER

MITCHELL, J.

This matter was before the Court for hearing on the complaint of the Claimant on January 14, 1999.

Both parties have filed briefs.

The petitioner, Mary Laughary, visited the Capitol Building in Springfield, Illinois, on June 20, 1992. The petitioner resides in California, and with her husband, grandson and daughter were visiting the Capitol Building while on vacation.

Claimant first visited the Visitor's Center and stated that she was instructed to take a certain pathway over to the State Capitol Building. Accompanied by her family, the Claimant proceeded on the sidewalk towards the back of the Capitol Building on the Monroe Street side of the Capitol and tripped on a raised portion of the sidewalk.

Claimant testified that she did not have any visual problems or any handicaps. Claimant testified the weather conditions were sunny, about 80 degrees with a clear blue sky. Claimant testified that prior to falling she was looking ahead of herself and that she fell on her left arm and left shoulder. Claimant said she tripped with her right foot on a raised portion of the sidewalk.

Claimant's expert, Matt Green, testified that the area where Claimant tripped consisted of two separate portions of concrete with three-fourths inch through one inch height difference vertically and approximately the same gap between the two slabs in a horizontal direction. Mr. Green admitted that he did not measure between the two sections; instead, he "eye-balled" the measurement.

Mr. Green further testified that he had never taken any course of study regarding pedestrian safety and had never undertaken any course of study that would correlate the degree of dangerousness of a sidewalk to pedestrian traffic with regard to elevation between two separate pieces of sidewalk. Mr. Green said he partially arrived at his conclusion through "common sense."

Finally, Mr. Green stated that his opinion that the deviation in the height of the sidewalk was not acceptable,

was not based on any formal written standard, but, rather, was based on his opinion only.

Dr. Caren Ires testified by evidence deposition. She is a board certified orthopedic surgeon. She testified that the Claimant suffered a tear to the rotator cuff of her left shoulder and Dr. Ires performed surgery to repair the rotator cuff tear on December 3, 1992. She testified that the tear of the rotator cuff was causally related to the history of the accident on June 20, 1992. Claimant's total medical bills as a result of the accident were $14,710.70.

Claimant testified she still has stiffness in her right knee and is not able to do many of the activities that she could do before. She further reported pain to her left arm and hands.

Claimant cites *Genaust v. Illinois Power Co.* (1976), 62 Ill. 2d 456, 468, to establish that:

> "a possessor of land is subject to liability for physical harm caused to his invitees by a condition on the land if, but only if, he (a) knows or by the exercise of reasonable care would discover the condition, and should realize that it involves an unreasonable risk of harm to such invitees, and (b) should expect that they will not discover it or realize the danger, or fail to protect themselves against it, and (c) fails to exercise reasonable care to protect them against the danger."

Claimant argues that, because the Capitol attracts people to Springfield, the Respondent has a duty to properly inspect the sidewalk and notice a defect where the petitioner suffered her injuries. Claimant further argued that the Respondent should not have expected the Claimant to notice the defect on her own. Finally, Claimant argued that Respondent failed to exercise a reasonable degree of care by its failure to post a warning of the defective condition and did not repair the defect in a timely manner.

Respondent argues that the clearly established rule in "sidewalk" cases is that, "municipalities do not have a

duty to keep all sidewalks in perfect condition at all times." *Arvidson v. City of Elmhurst* (1957), 11 Ill. 2d 601, 604, 145 N.E.2d 105, 106.

In *Simpson v. State* (1985), 37 Ill. Ct. Cl. 76, Claimant was injured in a state park when she fell on a drop-off of one to one and one-half inches. In ruling in favor of Respondent, the Court observed the following:

"The State is not an insurer of Claimant's safety. To recover damages, Claimant must prove by a preponderance of the evidence that a dangerous or defective condition existed on or around the pathway, that the State knew or should have known of this condition, and that this condition caused Claimant's injuries."

The Court observed that the drop-off was less than two inches and noted the general rule on such cases is that "minor" defects in a walkway are not actionable.

The Court of Claims has also been consistent in holding that, in order for a Claimant to recover in a negligence action involving defects in a sidewalk, the State must have had actual or constructive notice of the defect that caused the injury. *Nolan v. State* (1983), 36 Ill. Ct. Cl. 194, 199.

The record in this case is without any actual or constructive notice of any defect in the area where the accident took place. Furthermore, the Claimant has failed to present any evidence that there have been prior injuries on this sidewalk.

Respondent points out that Claimant did not cite any case law which found liability with comparable dimensions of the defect as described herein. Respondent cited several cases and argued that they stand for the proposition that a defect of three-fourths to one inch is not actionable. *Warner v. City of Chicago* (1978), 72 Ill. 2d 100, 378 N.E.2d 502 (one and one-eighth inch not actionable); *Birick v. City of Quincy* (1993), 241 Ill. App.

3d 199, 608 N.E.2d 920 (one and seven-eighths inches not actionable).

Claimant has failed to establish a duty, or a breach of duty. Furthermore, Claimant has failed to establish that the Respondent had either actual or constructive notice of any defects in the sidewalk. Therefore, the claim is denied.

(No. 93-CC-2145—Claimant awarded $3,196,248.33.)

BOYD BROTHERS, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed November 1, 1994.

Opinion filed November 30, 1998.

Order filed July 14, 1999.

HUSEN & EPPENBERGER (STEPHEN D. GAY, of counsel) and GARY WEINTRAUB, for Claimant.

JIM E. RYAN, Attorney General (LAWRENCE C. RIPPE, of counsel) and SORLING, NORTHRUP, HANNA, CULLEN & COCHRAN (PATRICK V. REILLEY, of counsel), for Respondent.

EXHAUSTION OF REMEDIES—*when action in Court of Claims shall be continued.* Pursuant to the Illinois Administrative Code, any complaint filed or pending in the Court of Claims shall be continued generally, until the final disposition of all other claims or proceedings arising from the same occurrence or transaction.

CONTRACTS—*lapsed appropriations.* In a breach of contract claim, the Court of Claims requires information as part of the record indicating that sufficient funds were appropriated and lapsed to have covered the breach.

SAME—*contractor's claim against State stemming from work performed at mine site—damages awarded.* In a contractor's claim against the State stemming from work performed at a mine site, the contractor was awarded damages for additional work performed, idle equipment, loss of a contract due to lost bonding capability because of the State's failure to pay, as well as

damages for a retainage wrongfully withheld from the contractor, and the State agreed to dismiss a related circuit court action upon entry of a final order by the Court of Claims.

ORDER

FREDERICK, J.

This cause comes before the Court on Claimant's renewed motion for summary judgment and Respondent's motion for summary judgment on all claims for extras in area other than the northeast quadrant, and on the issue of Claimant's claim for compensation for idle equipment, and the Court having reviewed the pleadings, affidavits, depositions, exhibits and arguments, and the Court being fully advised in the premises, wherefore, the Court finds:

1. That the Abandoned Mines Lands Reclamation Council, "AML," designed the reclamation plans for the St. Ellen Mine site in St. Clair County, Illinois.

2. That the AML plans which were incorporated into the contract failed to take into account the Dunn Geoscience Report, failed to correctly incorporate the AML's own core sample data, the cooperative wildlife service data, and failed to include the project manager's posterboard which indicated slurry that did not appear on the AML plans.

3. That article 102.05 of the Standard Specifications indicated that the subsurface information set forth in the AML plans represented the best knowledge of the Department as to the location, character or quantity of the materials encountered.

4. That Respondent failed to provide Claimant with the Dunn Geoscience Report, the posterboard and soil core sample chart and results prior to the bid acceptance although requested to do so by Claimant. Standard Specifications, article 102.05 indicated that all soil information

upon which the design was prepared was available for inspection by bidders.

5. That Respondent drafted the contract.

6. That under the terms of the contract, the Claimant was to complete the work in accordance with the plans and specifications.

7. Article 105.04 required that all work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated on the specifications.

8. That articles 101.24 and 104.01 indicate that the plans and specifications show the location, character, dimensions, and details of the work to be done and prescribe a complete outline of the work which the contractor undertook to do to satisfy the contract.

9. That the plans prepared by the project manager differed materially from the actual work to be done in that the soil lines in the plans were substantially different than those actually encountered; there was substantial slurry encountered that was not shown on the plans and specifications; and there were buried levees and dams now shown on the plans.

10. That the Claimant's inspection of the site prior to bidding was reasonable in light of the conduct of the Respondent.

11. That AML failed to obtain the right-of-way for the Ahring property prior to letting the contract in violation of the terms of the contract.

12. That the Dunn Geoscience Report was reasonably accurate in regard to the conditions at the site.

13. That because of the defective plans, the following additional work was required:

(a) In the north quadrant, approximately 258,425 cubic yards of mine refuse were below the grade indicated on the AML plans;

(b) In the west area, approximately 146,403 cubic yards of mine refuse material were below the grade indicated on the AML plans;

(c) The moisture content of much of the material to be excavated was materially higher;

(d) That the amount of wet material to be handled above and below the AML plan lines was materially increased;

(e) Different methods were required to obtain and haul the refuse because of the changed character of the refuse than could have been anticipated from the AML plans;

(f) Hauling distances were increased and top loading was required because of the character of the refuse which could not have been anticipated from the AML plans;

(g) Drainage as called for in the AML plans could not be achieved because soil lines were not accurate;

(h) That the delays in obtaining the right-of-ways delayed implementing a drainage plan, required pumping, and allowed for trapping of moisture.

14. On March 12, 1992, Claimant gave AML notice in writing that the actual site conditions were materially different from those shown on the AML plans.

15. That Respondent by letter directed Claimant to remove all refuse above the upper surface of the soil.

16. That Claimant gave the notice through letters and progress reports required under the changed conditions clause of Standard Specifications, article 104.04.

17. That Respondent materially changed the scope of the work under the terms of the contract.

18. That Respondent required Claimant to do substantial extra work as defined by Standard Specifications, article 101.15.

19. That the extra work was required because the work differed materially in design and required a change in the type of construction.

20. That adjustments in compensation and contract under these circumstances are to be made in accordance with articles 104.03 and 108.09.

21. That the AML's requirement that Claimant remove all refuse above the upper surface of the soil was a significant change in the character of the work.

22. That the character of the work as altered differed materially in kind and nature from that involved or included in the original proposed construction.

23. That AML had written an actual notice of the changed conditions and character of the work under the contract.

24. That the parties were unable to agree on a basis for an adjustment of the contract price.

25. That in the letter to Claimant to continue work, AML indicated article 109.03 of the Standard Specifications addresses the issue of how payment is to be made for increased or decreased quantities of contract unit pay price.

26. That Respondent refused to adopt a contract and payment adjustment.

27. That the contract documents affirmatively represented the subsurface conditions which form the basis of this claim.

28. That the contractor acted as a reasonably prudent contractor in interpreting the contract documents.

29. The contractor reasonably relied on the subsurface conditions in the contract documents.

30. The subsurface conditions actually encountered differed materially from the subsurface conditions indicated in the contract.

31. The actual subsurface conditions were reasonably unforeseeable.

32. That Claimant had excess costs solely attributable to the materially different subsurface conditions.

33. That article 109.04 requires additional compensation to be paid by the force account method unless the parties agree otherwise.

34. That AML denied Claimant's claim for extra compensation on March 26, 1992.

35. On June 2, 1992, AML rejected Claimant's contentions of differing site conditions and rejected the force account billings.

36. That Claimant is entitled to a summary judgment as to liability as a matter of law.

37. That Respondent is not entitled to a summary judgment as a matter of law.

38. That Respondent breached the agreement in denying Claimant's claims for extra compensation and

rejecting Claimant's contentions of differing site conditions and failing to pay Claimant for the extra work.

39. That in light of the substantial extra work required, the amount of work actually completed by Claimant, the lack of appropriated funds available to pay Claimant for work done and to be done, and Respondent's rejections of Claimant's claims for extra work, Claimant was justified in Claimant's decision to stop working on the project.

40. That the problems with this project are all directly related to AML's erroneous plans and failure to provide Claimant with requested documents.

41. That there are no material, undisputed issues of fact as to Respondent's liability for breach of the contract.

42. That there are material issues of fact remaining as to damages, particularly as to whether damages are limited to the northeast quadrant, the idle equipment issue, and the method of computing damages.

43. That there may also be an issue as to requiring the State court proceeding to be completed before issuing a final opinion in this Court.

Therefore, it is ordered:

A. That summary judgment as to liability only for breach of the contract is entered in favor of Claimant.

B. That the motions for summary judgment filed by Respondent are denied.

C. That the cause is remanded to the commissioner assigned to the case with directions to set the cause for trial on the issue of damages only.

D. That the Commissioner is directed to hold the hearing on damages at the Commissioner's earliest convenience without concern for the State court proceeding.

OPINION

FREDERICK, J.

Claimant, Boyd Brothers, Inc., filed its complaint in the Court of Claims sounding in breach of contract on February 23, 1993. On November 1, 1994, an order granting Claimant's motion for summary judgment as to liability only was entered by the Court. The damage issues were tried before Commissioner Michael Kane. The Court has considered all of the evidence and testimony presented and all of the briefs and arguments of the parties.

The Facts

The St. Ellen Mine site is located in St. Clair County on the western edge of the City of O'Fallon, Illinois. The site covers two hundred acres. Mining operations at the St. Ellen site had left a scarred surface upon which there had been deposited approximately 2.8 million cubic yards of mine refuse. On November 1, 1991, the Illinois Abandoned Mine Lands Reclamation Council (hereinafter referred to as AML) put out for bid a project to rehabilitate the St. Ellen site. The site had become newsworthy due to safety concerns raised by local residents and by the possibility that air and water quality were being affected by the material on the site. The St. Ellen Rehabilitation Project was principally designed by AML employee, Thomas Nelson, who also acted as AML's project manager. Documents furnished to the bidders included a 77-page schedule of drawings prepared by Mr. Nelson. The completed project would leave a large mound of mine refuse covered with soil and grass, a pond, and grasses and other vegetation at the original soil level. The winning bidder would have to move or remove much of the refuse. The State's contract documents did not distinguish between the types of mine refuse, even though

there are two types of refuse recognized within the industry. The first type of refuse is gob, a course refuse usually deposited in large steep piles. Gob results from the coal sorting process. The second type of refuse is slurry, a fine silty material which typically remains after the coal washing process is completed. The operations to remove these two types of refuse differ greatly and it is clearly more expensive to remove slurry than gob.

The contract documents included the contract text, the special provisions, the plans and specifications, and the Standard Specifications for Road and Bridge Construction. In the contract, AML stated that it had acquired all of the rights-of-way from adjoining landowners, a representation which was not true.

Seven bids were submitted on the project ranging from $3,346,053 to $6,177,839. The low bidder on the job did not receive the contract due to concerns about its financial ability to complete the job. The Claimant submitted the second lowest bid and that bid was accepted by AML in an award letter to Boyd Brothers, Inc. dated December 24, 1991. On February 3, 1992, AML and Boyd Brothers, Inc. entered into a contract for the performance of the work at the St. Ellen Mine site.

The work on this project began in February of 1992. In December of 1992, the Claimant ceased work for the winter months and in February of 1993, this action was filed. Claimant refused to return to work in the spring of 1993 due to the conflict regarding payment.

At the completion of discovery, Claimant moved for summary judgment on the issue of liability. On November 1, 1994, this Court entered an order granting summary judgment in favor of the Claimant and against the Respondent on the issue of liability for breach of contract. On November 24, 1995, this Court entered a second order upon

Respondent's motion for reconsideration clarifying its previous grant of summary judgment and stated therein that, "Summary judgment is to liability only. The measure of damages, amount of damages, areas of damages, type of damages, and scope of damages are all unresolved issues wherein testimony will be required to resolve those issues." Those orders were based in part upon the failure of the Respondent to disclose during the bidding process certain information in its possession which reflected the accurate sub-surface conditions. It is clear that the Respondent failed to disclose to the bidders a document referred to as the Dunn Geoscience Report, a drill and material analysis prepared in February of 1977 and utilized by various staff members of AML prior to 1991. Had the information been disclosed to the bidders, Claimant would have known that there was a slurry pond underneath the gob pile in the northeast quadrant of the site, a fact that Claimant ultimately discovered during the work in March of 1992.

It is noteworthy that throughout the claim process but before this cause of action was filed, the State had agreed that additional compensation was warranted. The amount of that compensation and the method by which to compute the amount were the unresolved issues between the parties. What began as a dispute over the proper method of payment for additional work in the northeast quadrant evolved into a dispute regarding the whole site.

Before reviewing the various issues of damages, we must discuss the previous two court orders. The first order directed the commissioner to hold a hearing on the issue of damages only, but did not specify upon which claims liability was being directed. However, the order of February 24, 1995, deleted a substantial portion of language and certain findings for the Claimant. Accordingly,

the area of damages, measure of damages, and scope of damages were left unresolved.

It is Claimant's position that Claimant is entitled to damages under four separate categories. First, Claimant believes it is entitled to compensation because of a change in the scope and character of the work. Second, Claimant seeks compensation because of the State's failure to obtain the necessary consents of adjoining landowners. Third, Claimant seeks compensation due to the problems caused by the State's failure to disclose the existence of the slurry pond which caused Claimant's equipment to sit idle for lengthy periods, thereby causing Claimant damages. Finally, Claimant believes that all of the aforesaid problems caused the Claimant additional consequential damages which are compensable.

Analysis

In order for Claimant to complete the work specified in the contract, it was necessary to have the consent of the adjoining landowners for the use of their property for getting on and off the job site in addition to drainage functions. Although AML represented to the bidders that it had obtained all consents necessary from the adjoining landowners, that was not the case. Specifically, there were two property owners at the southwest end of the site who had not consented to the State's use of their land as late as April of 1992. A small portion of this claim is based on the State's failure to obtain those consents in a timely fashion. However, it appears that there are no compensable damages as a result of the State's failure. The Roach property caused no delay, while the delay attributable to the Ahring property caused the Claimant no damage. The pre-construction meetings between the parties which were held simultaneously with these problems reveal no significant construction sequencing difficulties caused to

the Claimant. Additionally, Claimant's own job superintendent testified that Claimant suffered no damages due to the delay. Therefore, this portion of Claimant's claim should be denied.

The work contemplated in the contract included the excavation of mine refuse, the construction of a disposal mount, and the landscaping of much of the site. The eastern portion of the site contained the slurry pond hidden by the gob pile. The northwest section of the site, which was the largest of the three sections, contained a 14-acre pond of water and obvious wet materials. The southeast section was to contain the disposal mound and required the least amount of the contractor's attention. Claimant contends that the changed conditions which this Court has previously referenced affected the complete site and, therefore, the Claimant should be compensated for work done on changed conditions as to the whole job. The State's contention is that the only area containing undisclosed slurry was in the northeast quarter and any damages for changed conditions should be essentially limited to that quadrant. Additionally, the Claimant attempts to utilize a force account billing method for the claimed changed conditions which the Respondent rejects. It is the State's contention that the Court should look at the Claimant's internal cost coding to determine the true cost of the changed conditions. The Court points out that the contract sets forth, in article 104.00 of the special provisions, the method of compensating Claimant for additional work for the unanticipated quantity of slurry in the northeast quadrant:

"If the alterations of changes in quantity significantly changes the character of the work * * * an adjustment excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If the basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable. Special provisions control over the standard specifications in the case of a conflict."

In evaluating the Claimant's position with regards to changed conditions, it is essential to contrast the observations of the northeast quadrant with that of the west and southwest quadrants prior to the job being bid. Slurry and acid water on the western half of the site were plainly visible to anyone who inspected the west side prior to the bidding of the contract. The plans and specifications also indicated that vehicular traffic would be limited due to steep grades and soft surface conditions. Steven Boyd, one of the owners of the Claimant company, observed the conditions while preparing the Claimant's bid and conceded that the west side was extremely wet. Additionally, contractors who bid the job against the Claimant had an opportunity to inspect the site. Their observations persuaded the potential bidders that the entire west half of the site would have to be top-loaded. Also, the large amounts of slurry would create problems for the disposal mound to be built on the southeast portion of the property.

Slurry excavation requires a totally different process than the removal of gob. Because of its consistency, the slurry must be top-loaded, a much more expensive process than other methods of removing mine refuse. The differences between the northeast quadrant and the westerly quadrant could be seen by the naked eye and it is reasonable to conclude that the more likely alternative for removal of the waste on the west portion of the site was the top-loading method. After all of the other bidders examined and tested the western half of the site, they determined that due to the large amount of wet slurry, the entire western half would have to be top-loaded and those bidders considered that in the computation of their bids. The inspection done of the entire site by the Claimant proved to be inadequate. AML's failure to disclose the

slurry pond in the northeast quadrant was the fault of AML, but the erroneous conclusions about the method of removal on the western half of the site which factored into Claimant's bid were the product of Claimant's own inspection and the fault involved attributable to the Claimant.

What makes this case even more complicated is the fact that the soil lines depicted on the plans were wrong. A substantial portion of mine refuse was encountered below the lines and grades shown in the AML plans. These mistakes were not only in the northeast quadrant but also on the westerly quadrant. Additionally, there were undisclosed underground levies and dikes on the west portion of the site. A combination of these factors affected the moisture content of the materials encountered below the lines and grades shown on the plans which, in turn, affected the cost of moving the materials. The estimated quantity of mine refuse to be moved proved to be substantially correct. However, the directive in March by AML to remove all waste to the soil lines still constituted a significant change in the character of the work to be performed by the Claimant, in light of the erroneous soil lines on the plans. The fact that the quantities ultimately moved proved to be substantially accurate does not diminish the fact that the character of the work changed significantly.

After carefully and tediously reviewing all of the evidence, the Court finds the Claimant should be awarded one million six hundred thousand dollars ($1,600,000) for the additional work on the St. Ellen project. This amount is based on the forced account method which was utilized for other extra work during the project. During the work, AML indicated that Claimant would be compensated under the force account method if the parties were unable

to agree on either a lump sum or unit price basis, as is the case here. The standard proposed by the State in its arguments provides little or no guideline to the trier of fact in determining adequate compensation for the Claimant.

The Claimant's request for damages based on idle equipment, while valid, is inflated. The uncertainty at the site as to what conditions would be encountered caused Claimant to maintain idle equipment at the site. Further complicating matters was AML's refusal to grant stop work requests or redesign the job after the changed conditions were discovered. Under these circumstances, it is appropriate that payment be made for the Claimant's inability to use that equipment. After carefully reviewing all of the evidence, we find that Claimant should be awarded the amount of six hundred thousand dollars ($600,000) for its idle equipment claim.

Claimant maintains that as a result of AML's failure to make payments on the St. Ellen's job, Claimant lost its bonding capability and its ability to do further public or governmental work. Claimant also relinquished its IDOT pre-qualification status. Based on the evidence presented, we find that the Claimant did lose $323,425 as a result of its inability to procure the Marion Floodway Project as a general contractor. Claimant actually did the same work without being designated as the general contractor, but suffered the above loss. Any additional claims of consequential damages are too tenuous to require compensation from the State.

Claimant also maintains that the State has wrongfully withheld monies from Claimant for work done. We find that Respondent and Respondent alone breached the contract. The $184,000 that has been withheld from the Claimant for work completed and approved by AML should be paid to Claimant. These funds have

been segregated and held in an account since 1992. These monies should have been paid to the Claimant.

We further find that Claimant has proven no other damages by a preponderance of the evidence. However, before the Court can make a final award, there are several questions that must be answered by the parties.

The first question to be answered is whether the State court action filed by the State against Boyd Brothers, Inc. is still pending. At an earlier point in the litigation, this Court was advised that the State had filed an action against the Claimant in State court arising out of the St. Ellen site contract. While this Court may have been able to hear the State's claim under our recoupment jurisdiction, the State chose to file suit in State court. (705 ILCS 505/8(e).) Pursuant to 74 Ill. Adm. Code 790.60a, any complaint filed or pending in the Court of Claims shall be continued generally, subject to the provisions of section 790.70 until the final disposition of all other claims or proceedings arising from the same occurrence or transaction.

This case is very different from the usual case as the State filed the action in State court. Most exhaustion of remedies issues involve other claims by the Claimant. We do not decide here whether we can or cannot enter a final decision under the procedural facts of this case. If the State court action has concluded, there is no issue of exhaustion of remedies. If the State court proceeding is still pending, we will address the exhaustion issue in a separate order. The exhaustion issue also may be moot if the State court action involves the same parties and issues as decided herein and the State court enters final orders regarding the case.

The second inquiry to be answered must be answered in any breach of contract case. The Court requires

information as part of the record, indicating that sufficient funds were appropriated to have covered the breach. (*Lowenberg/Fitch Partnership v. State* (1986), 38 Ill. Ct. Cl. 227; *Ude, Inc. v. State* (1982), 35 Ill. Ct. Cl. 384.) The Court requires the information as to the amount appropriated for the project, the total amount which lapsed or which is still in accounts, and the amount which could have been transferred to pay the damages we have found in this case. Until these questions are answered to the Court's satisfaction, the Court is not able to make an award. *First National Bank of Springfield v. State* (1990), 43 Ill. Ct. Cl. 1.

The third issue is whether Claimant filed for bankruptcy protection and, if so, the status of any bankruptcy affecting Claimant and the distribution of any award. At earlier proceedings, the Claimant indicated it may be filing for bankruptcy protection.

Order

Based on the foregoing findings, it is the order of the Court as follows:

A. That Claimant and Respondent shall each fully advise the Court in writing of the status of the State court proceeding within 21 days of the date of this order.

B. That Respondent shall notify the Court in writing of the following information within 21 days:

(1) The amount of funds which lapsed for this contract;

(2) The amount of funds currently held by the State to pay for work completed by Claimant but not paid;

(3) That amount of funds which could have been transferred from other line items to pay the $2,707,425 damages the Court has found that Claimant has proven by a preponderance of the evidence.

C. That Claimant should notify the Court within 21 days as to whether Claimant has filed for bankruptcy protection since this claim was filed, and if so, the status of such bankruptcy, including the case number, court in which it was filed, and the name and address of the trustee.

ORDER

FREDERICK, J.

This cause coming on to be heard on the Claimant's petition for rehearing, the Court being fully advised in the premises, the Court finds:

On November 1, 1994, we granted Claimant's motion for summary judgment as to liability only. We remanded the case to Commissioner Michael Kane for a trial as to damages. On February 24, 1995, we entered an order which clarified our previous order, and left open the area of damages, measure of damages, and scope of damages. On November 30, 1998, we filed an opinion which (1) denied Claimant's claim for damages for failure of Respondent to obtain consents from adjoining landowners; (2) found Claimant entitled to $1,600,000 for additional work on the St. Ellen project; (3) found Claimant entitled to $600,000 for damages based upon idle equipment; (4) found Claimant entitled to $323,425 for loss of a contract because it lost its bonding capability because of the State's failure to pay; (5) found Claimant entitled to $184,000 in retainage wrongfully withheld from Claimant; and (6) denied any other damages. The opinion ordered (1) the parties to advise the Court of the status of an ancillary circuit court proceeding; (2) the Respondent to notify the Court of the status of lapsed funds to pay this claim; and (3) for the Claimant to notify the Court of any pending bankruptcy actions instituted by

Claimant. The opinion contemplated a total award of $2,707,425. The opinion, however, was not a final order inasmuch as the Court needed the information requested in order to determine if sufficient funds lapsed that could be used to pay any award.

Both parties complied with the opinion and supplied information to the Court. Claimant filed a petition for rehearing which will be discussed later in detail. Oral arguments were held on May 10, 1999, on the petition for rehearing and other matters related to this case.

The Court is now prepared to enter a final order in this matter.

At oral argument, Respondent's counsel assured the Court that the Respondent would dismiss the State circuit court action upon entry of a final order in this cause. The Respondent filed a written response to the opinion which reported that (1) $16,997.86 lapsed from funds appropriated for the St. Ellen site; (2) the amount of $180,386.47 is held in an unnamed bank trust account as retainage on the St. Ellen site; (3) the amount of funds available to pay this claim is $10,419,441.71, which represents the sum of $16,997.86 lapsed from the 1992 construction grant, and the amounts remaining in the 1995-1998 simplified grants from the U.S. government. Payment of the later funds, however, are subject to approval from the United States Office of Surface Mining. The Claimant reports that it has not filed for bankruptcy and no bankruptcy proceedings are pending against it, but that it is effectively out of business.

The petition for rehearing asserts that (1) the Court misapplied the forced account method of calculation of the extra work claim (base damages) and should award $3,130,129 for these damages; (2) the Court erred in finding that the Claimant's examination of the site was inadequate; (3) the idle equipment award should be $1,955,344.32; (4)

the Court erred in denying an award for failure of Respondent to obtain consents from adjoining landowners; (5) the Court did not address additional areas of damage; (6) the Court did not award interest; and (7) the Court should award damages to compensate Claimant for a judgment that was entered against it and in favor of a landowner for damages caused by removal of too much soil. Claimant seeks a total of $9,023,797.

Respondent opposes the petition for rehearing, asserting that "while each party may disagree with the Court's calculation of the award," the petition for rehearing should be denied.

We have carefully reexamined the record and the arguments of the parties. As is the usual case in matters of this type, the calculation of damages, and the allocation of fault is less than an exact science. Upon reexamination, we believe that the idle equipment award should be increased. The total amount sought in the petition for rehearing for these costs is $1,955,344. Our opinion would award $600,000 or 31 percent of the amount claimed. Reconsidering the record, and recognizing the inability to determine a mathematically precise amount, we find that the record supports an award equal to 55 percent, or $1,075,439.

We have considered the other points raised in the petition for rehearing, and have determined that they should be denied.

It is therefore ordered, adjudged and decreed that, in full and complete satisfaction of this claim, Claimant is awarded the sum of three million one hundred ninety six thousand two hundred forty-eight and 33/100 ($3,196,248.33) dollars, such award consisting of the following:

1. Claimant is awarded $16,997.86 from the lapsed funds.

2. Claimant is awarded $180,386.47 (plus any accrued interest) in the bank trust account.

3. Claimant is awarded two million nine hundred ninety-eight thousand eight hundred sixty-four and no/100 ($2,998,864) dollars payable from funds remaining in the 1995-1998 simplified grants from the U.S. government, subject to approval from the United States Office of Surface Mining.

(No. 93-CC-3412—Claimant awarded $12,000.)

PATRICIA KIPPING, Claimant, *v.* ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY, Respondent.

Order filed December 22, 1999.

CROWDER & SCOGGINS (ALAN PIRTLE, of counsel), for Claimant.

JIM E. RYAN, Attorney General (BRIAN J. DEES, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*when evidence of subsequent remedial measures is admissible.* Generally, post-accident changes are not admissible to prove negligence in Illinois, but evidence of subsequent remedial measures is admissible if offered to show something besides proof of negligence such as the condition, ownership or control of the premises, so long as the evidence as to the condition which allegedly caused the accident relates closely enough in time to the time of the accident to make it apparent that the condition has not changed.

SAME—*evidence—expert's opinion must be based on reasonable degree of medical certainty.* In Illinois, an expert's opinion must be based on a reasonable degree of medical certainty and, although an expert may not guess, conjecture or surmise as to the possible cause of an injury, she can testify in terms of possibilities or probabilities as long as her opinion is based on a reasonable degree of medical certainty.

SAME—*duty owed by State to invitees.* Although the State owes a duty to its invitees to use reasonable care in maintaining its buildings, the State is not an insurer of the safety of persons visiting its buildings, and invitees assume all normal, obvious or ordinary risks attendant to use of the premises.

SAME—*elements of claim.* In order to recover, a Claimant in a negligence action bears the burden of establishing by a preponderance of the evidence that the State breached its duty of reasonable care, that the breach proximately caused the injuries and that the State had actual or constructive notice of the dangerous condition.

SAME—*slip-and-fall in entranceway—award granted.* The evidence in a woman's claim arising out of a slip-and-fall in the entranceway of a State building established that the State breached its duty of reasonable care by failing to properly place a weather mat before the door after the State had notice of a dangerous condition created by heavy rainfall outside and the resulting tracked-in water on the floor, and the Claimant was therefore awarded damages for injuries sustained in the fall.

ORDER

MITCHELL, J.

The Claimant, Patricia Kipping, brings this action for compensatory damages pursuant to the Illinois Court of Claims Act, 705 ILCS 505/8(d). The Claimant's action is in tort for personal injuries suffered as a direct and proximate result of negligence committed by the Respondent, the State of Illinois. A hearing was held by this Court on May 4, 1998.

The Claimant was an invitee at the Department of Employment Security, hereinafter referred to as "the Department," in Belleville, Illinois. Claimant arrived at the Department around 10:00 a.m. on the rainy morning of September 21, 1992, accompanied by her husband, Stanford Kipping. There is only one entranceway into the Department building and only one door in which persons can enter, the right-hand door. The left-hand door is locked and has a sign on it instructing persons to use the other door. Normally there is a heavy weather mat placed behind the right-hand door in the entranceway to allow persons entering to wipe their feet and keep the entranceway reasonably dry.

Claimant testified that, upon approaching the entrance, Stanford Kipping opened the right-hand door for

his wife, Patricia Kipping, who took a step with her right foot, then another with her left which slipped out from underneath her resulting in her left knee hitting against the tile floor. Patricia Kipping further testified that the weather mats had been over behind the locked left-hand door and there was a wet spot on the tile in the entranceway behind the right-hand door at the time of the incident. Stanford Kipping also testified that, at the time of Claimant's fall, the mats had been positioned over to the left of the right-hand door.

After getting up off the floor, Claimant went into the office of Dr. Edith Crisman, office manager of the Department. Claimant filed an accident report with Dr. Crisman, then proceeded to Belleville Memorial Hospital for x-rays. Nothing was found to be broken in Claimant's left knee, but there was an abrasion, bruising and swelling. Claimant was advised to continue coming to the Memorial Hospital as well as Red Bud Hospital for physical therapy on her knee.

Claimant testified as to having trouble with her left knee while walking, kneeling, sitting and other routine movements after her fall at the Department. Due to this discomfort, Claimant went to see Dr. Kriegshauser in St. Louis County to take another look at her knee. Dr. Kriegshauser testified that the Claimant had cartilage damage in her left knee and suggested Claimant undergo arthroscopic knee surgery in order to help relieve the discomfort Claimant was experiencing. Claimant underwent the arthroscopic surgery in January of the following year on her left knee. Claimant accrued $4,019.15 in medical bills due to the injury to her left knee.

James Mertz, field office supervisor at the Department, testified that, as part of his duties, he routinely does a walk-through inspection of the building, and

among the areas he would check was the entranceway. He further testified that it was departmental custom that the mats in the entranceway be positioned behind the right-hand door to absorb tracked in water and protect the public from possible accidents due to water spots in the building. Dr. Crisman's testimony parallels James Mertz's as to the correct positioning and purpose of the mats in the entranceway. James Mertz also stated that during his walk-throughs, if he observed the entranceway mats not behind the right-hand door, he would reposition them, lining them up with the right-hand door.

Before evaluating this matter on its merits, this Court has been asked to resolve a number of issues. The Respondent had filed a motion for leave to file their brief instanter and Claimant had filed an opposition to Respondent's motion. The Court believes that granting the Respondent's motion will not prejudice the Claimant. Therefore, Respondent's motion to file their brief instanter is hereby granted.

The first issue the Court was asked to resolve was the evidence dispute relating to the taping of a telephone conversation between Dr. Crisman and Patricia Kipping. After Patricia Kipping fell, she went to the hospital then back to her home in Red Bud. When Claimant arrived home, there was a message on her answering machine from Dr. Crisman asking Patricia Kipping to call her at the Department. Patricia Kipping called Dr. Crisman promptly and, while conversing with Dr. Crisman, decided to record the conversation on her answering machine in order to preserve the conversation. The Claimant, in her closing brief, argues that the taped conversation should be admissible and this Court agrees, but for different reasons. Claimant argues that this taping does not violate the Illinois Eavesdropping Act (720 ILCS

5/14—1) because one of the parties consented to the conversation and this conversation occurred before the 1994 amendment to the Eavesdropping Act making one party consent illegal and a violation of the Act.

Although this argument would allow for the admission of the taped conversation if it fell under the Eavesdropping Act, it is nonetheless a moot point because the taped conversation between Dr. Crisman and Patricia Kipping is outside the scope of the Eavesdropping Act. The Eavesdropping Act does not govern the recording of a conversation by a party to that conversation; it governs the taping by an outside party to the conversation. (*People v. Rodriguez* (1997), 289 Ill. App. 2d 223, 680 N.E.2d 757.) No eavesdropping occurs where an individual to whom statements are made or directed records them, even without knowledge or consent of the person making the statements, because the declarant does not intend to keep his statements private vis-a-vis that individual. (*Bender v. Board of Fire and Police Commissioners of Village of Dolton* (1989), 183 Ill. App. 3d 562, 539 N.E.2d 234.) A party to a conversation should not be restricted in repeating or testifying to what was said to him. The recording of a conversation by a party to the conversation is simply a means of preserving a more accurate account of what he had heard. Therefore, there can be no invasion of an expectation of privacy when a party to a conversation makes a recording of the conversation. (*People v. Beardsley* (1989), 115 Ill. 2d 47, 503 N.E.2d 234.) In the matter before this Court, the conversation between Dr. Crisman and Patricia Kipping does not constitute eavesdropping and therefore Claimant should not be restricted from entering the taped conversation into evidence. In the taped conversation, Dr. Crisman stated, "I think moving those rugs over helped too, because they were in a

place where, uh, some people bypassed the carpet and walked on the slippery floor and that ain't no good." She also told the Claimant, "Well, I think that the janitor had moved them [the rugs] over the weekend when he cleaned the floor and * * * he's good hearted but not too bright."

The second issue the Court was asked to resolve was the evidence dispute relating to the admission into evidence of the subsequent remedial measures taken by the Department after Patricia Kipping fell. The general rule on this matter is that post-accident changes are not admissible to prove negligence in Illinois. (*Offutt v. PenoVer Merchants Transfer Co.* (1976), 36 Ill. App. 3d 194, 343 N.E.2d 665.) The rationale for the general rule is twofold; correction of unsafe conditions should not be deterred by allowing that such act will constitute negligence and, more fundamentally, post-occurrence change is insufficiently probative of prior negligence, because later carefulness does not necessarily imply prior neglect. (*Lundy v. Whiting Corp.* (1981), 93 Ill. App. 3d 244, 417 N.E.2d 154.) However, Illinois courts have allowed evidence of subsequent remedial measures to be admissible if offered to show something besides proof of negligence. Exclusion of post-occurrence remedial measures is required when evidence of post-occurrence change is offered as proof of negligence or culpable conduct; in all other cases where evidence is relevant to issues in the case it should be admitted. *McLaughlin v. Rush Presbyterian Memorial Hospital* (1979), 68 Ill. App. 3d 546, 386 N.E.2d 334.

In the matter before this Court, the Claimant offers evidence of a subsequent remedial measure by the Department in order to help clarify a factual dispute as to whether the conditions of the doorway entrance at the

Department building are as the Claimant contends or as the Respondent contends. Due to the fact that the evidence of the post-occurrence change is not offered to prove the Respondent's negligence and is relevant to issues in this case, it is admissible into evidence. There is one final hurdle the Claimant must clear to get evidence of the subsequent remedial measure into evidence. To be admissible, evidence as to a condition which allegedly caused an accident must relate closely enough in point of time to the time of the accident to make it apparent that the condition has not changed. (*Weiss v. Sears, Roebuck and Co.* (1962), 38 Ill. App. 2d 198, 186 N.E.2d 797.) In this case, the remedial measure was taken once Dr. Crisman received word of the accident from Patricia Kipping, and the conditions of the entranceway had not changed by any noticeable degree to warrant non-admissibility of the subsequent remedial measure into evidence in order to prove the conditions of the entranceway at the time of the accident.

Claimant had also offered the evidence of the subsequent remedial measure in order to prove ownership and control of the weather mats by the Department. As stated before, evidence of subsequent remedial measures is admissible if offered to show something besides proof of negligence. (*McLaughlin v. Rush Presbyterian Memorial Hospital* (1979), 68 Ill. App. 3d 546, 386 N.E.2d 334.) Although proof of improvements subsequent to injury may not be made for the purpose of proof of negligence, such proof is admissible to prove ownership of the instrumentality which caused injury. (*Kellens v. Schiele* (1938), 297 Ill. App. 3d 388, 17 N.E.2d 604.) Other Illinois courts have expressed similar sentiments in stating that, although proof of subsequent remedial measures may not be admissible for the purpose of proof of negligence, it

may be used for the purpose of showing who had control of the premises on which the injury occurred, when control is an issue. (*Seipp v. CTA* (1973), 12 Ill. App. 3d 852, 299 N.E.2d 330; *Kuhn v. General Parking Corp.* (1981), 98 Ill. App. 3d 570, 424 N.E.2d 941.) The subsequent remedial measures taken by the Department in replacing the mat before the entranceway door and placing "wet floor" signs at the entrance after Patricia Kipping's slip and fall undoubtedly proves that the mats were in the control of the Department and that it was the responsibility of the Department to control the conditions of the entranceway of the building.

The reliability of the testimony given by Dr. Crisman in her deposition has also come into question in this case. Dr. Crisman testified that she did not remember telling Patricia Kipping that the mat in the entranceway was out of place and that the floor was wet. With all due respect to Dr. Crisman, it had been a long time between the date of the accident and the date of her deposition, nearly six years; but the evidence of the taped phone conversation between her and Patricia Kipping in which she told Patricia Kipping that the Department had moved the mats over so visitors could not bypass them and put a wet floor sign out puts the reliability and accuracy of Dr. Crisman's testimony in question. This Court believes that the taped phone call in essence impeaches the testimony Dr. Crisman gave as to the conditions of the entranceway on the morning of September 21, 1992. Therefore, this Court has adopted the fact pattern expressed by the Claimant in her claim which is corroborated by the recorded statements made by Dr. Crisman in her phone call to Patricia Kipping which was found to be admissible evidence by the Court in this matter.

Also in question in this case was an objection made by the Claimant to a question posed by Respondent's attorney

and answered by Dr. Kreigshauser during the deposition of Dr. Kreigshauser. Claimant asked the Court to strike lines 15 to 20 on page 29 of Dr. Kreigshauser's deposition which states the following:

"Q: Is it possible that the condition existed prior to the fall and was, I guess, rendered symptomatic by the fall?

A: Yes."

Claimant objected to this exchange stating that it was based on mere "possibilities" and was not based on a "reasonable degree of medical certainty." In Illinois, an expert's opinion cannot be based on conjecture or guess and a medical expert's opinion must be based on a reasonable degree of medical certainty. (*Marshall v. Osborn* (1991), 213 Ill. App. 3d 134, 571 N.E.2d 492; *Collins by Collins v. Straka* (1987), 164 Ill. App. 3d 355, 517 N.E.2d 1147; Federal Rules of Evidence, Rules 702, 703, 705.) However, Illinois courts have also held that, although an expert may not guess, conjecture or surmise as to a possible cause of an injury, she can testify in terms of possibilities or probabilities as long as her opinion is based on a reasonable degree of medical certainty. (*Dupree on Behalf of Estate of Hunter v. Cook County* (1997), 287 Ill. App. 3d 222, 677 N.E.2d 1303.) So, it is permissible for an expert to testify concerning the expert's opinion in terms of possibilities or probabilities as long as it is grounded in a reasonable degree of medical certainty. Although Dr. Kreigshauser's answer to the question posed above seems to run dangerously close to mere speculation and probabilities, it does contain a reasonable degree of medical certainty. When looking at the injury and the problems complained of by Patricia Kipping, Dr. Kreigshauser, in his expert opinion based on a reasonable degree of medical certainty, believed there could have been a possibility that the injury was sustained prior to Claimant's fall at the Department. Dr. Kreigshauser is not stating in his answer that it is likely

that the discomfort complained of was caused by a prior accident, or even that he believes it was; he merely stated that it was medically possible that Patricia Kipping's injury to her knee could have originated from a prior injury. Therefore, lines 15 to 20 of page 29 of Dr. Kreigshauser's deposition will remain a part of the record in this case.

However, it should be noted that elsewhere in his deposition Dr. Kreigshauser strongly asserts that the cause of Patricia Kipping's injury was her fall on September 21, 1992. Page 14 of Dr. Kreigshauser's deposition states:

"Q: And, Doctor, do you have an opinion as to whether the condition that you've referred to in her knee and which you treated her for was caused by the September 21, 1992 incident related in the history?

A: Yes. Based on the patient's history given to me of no problems with the knee prior to that injury, the type of injury she described is consistent with the type of injury found in her knee joint. I would say that the injury was a result of that fall on September 21, 1992."

So, although there is a medical possibility of the injury having a different source than the September 21, 1992, fall, this Court is persuaded by the expert opinion of Dr. Kreigshauser that the cause of Patricia Kipping's injuries was most likely, and almost certainly, her September 21, 1922, slip and fall at the Department.

We now move on to weigh the merits of this case. This Court has held that the State owes a duty to its invitees to use reasonable care in maintaining its buildings. (*Steger v. State* (1993), 46 Ill. Ct. Cl. 262, 266.) However, this Court has also held that the State is not an insurer of the safety of persons visiting its buildings. (*Bahl v. State* (1997), 49 Ill. Ct. Cl. 120, 123.) Invitees assume all normal, obvious or ordinary risks attendant to use of the premises. (*Sanders v. Board of Governors of State Colleges and Universities* (1995), 48 Ill. Ct. Cl. 177, 179.) In

order for a Claimant to recover, there must be evidence of the State's negligent design, construction or maintenance of the area in question. (*Id.* at 179.) However, this alone does not allow the Claimant to recover. Not only must there be evidence of the State's negligence, but there must also be a showing of actual or constructive notice of a dangerous condition and a failure by the State to remedy the condition effectively and efficiently. (*Carlson v. Board of Regents* (1994), 47 Ill. Ct. Cl. 171, 173.) Therefore, a Claimant bears the burden of establishing by a preponderance of the evidence that the State breached its duty of reasonable care, that the breach proximately caused the injuries and that the State had actual or constructive notice of the dangerous condition in order to recover.

In this case before the Court, the Respondent has failed to use reasonable care in properly maintaining the entranceway of its building in order to keep it reasonably safe for invitees entering the building. The Department recognized its obligation to keep invitees reasonably safe upon entering the building by purchasing and placing heavy weather mats at the entranceway of the building and periodically checking them to make sure they were properly placed in the entranceway. The Department breached its duty to keep the entranceway reasonably safe on the morning of September 21, 1992, by not properly placing the weather mat before the right-hand door of the entranceway to the building as was the policy and normal practice of the facility, thereby creating the dangerous condition of a wet tile floor which directly caused the injuries to Patricia Kipping. In a related case, where snow and water accumulation in a waiting room of a State office caused an invitee to slip and injure her knee, this Court held the State liable because the State has a duty to remedy the situation in order to make the premises safe

since due to the accumulation created, it was reasonably foreseeable that someone could slip and fall. (*Owen v. State* (1989), 41 Ill. Ct. Cl. 109, 111.) Asking the Department to make sure there was a mat placed before its lone entrance door was certainly a reasonable measure to keep invitees reasonably safe from foreseeable dangerous conditions and did not constitute an overly burdensome duty upon the Department turning it into an insurer of the safety of persons visiting its building.

There is also evidence in this case that the State had notice of a dangerous condition on its premises and failed to make an effort to remedy the dangerous condition. It had been raining on the morning of September 21, 1992, and Department employees should have been reasonably aware of possibly dangerous conditions in the entranceway due to the tracking in of water by visitors. Because of this, the State had constructive notice, if not actual notice, of the potentially dangerous conditions in its entranceway. Yet, at no time prior to Patricia Kipping's fall had the Department taken any steps to remedy the dangerous condition by checking the conditions of the entranceway and properly placing the weather mat so as to be useful for its intended purpose of keeping the entranceway reasonably dry and safe for all persons entering the building. In an analogous case, a visitor was injured when she slipped and fell on a wet spot on the floor due to rain that had been tracked in by visitors of a State building. This Court held that the heavy rainfall had given the State sufficient notice and it should have made some effort to keep its floors reasonably dry under the circumstances. (*Hambry v. State* (1976), 31 Ill. Ct. Cl. 487, 489.) In another related case where an invitee of the Department of Motor Vehicles slipped on a wet spot on the tile floor of the building, the State was found liable

for the injuries sustained because the State had constructive, if not actual, notice of the dangerous condition of standing water, due to the rain that day, yet no attempt was made to correct the condition. (*Smith v. State* (1989), 41 Ill. Ct. Cl. 42, 43.) Our case closely parallels the fact patterns of the above cases; therefore, we hold that the State failed to take reasonable measures to remedy a dangerous condition in its entranceway of which it had constructive, if not actual, notice due to rainfall on the morning of September 21, 1992.

In conclusion, the State owes a duty of reasonable care in maintaining its premises for the safety of its invitees which the Department breached by not having its heavy weather mat properly located behind the entranceway door to the building. The Department had constructive, if not actual, notice of the potentially dangerous condition at the entranceway due to the rain that fell throughout the morning hours on September 21, 1992, yet it did nothing to check upon, and remedy, the potentially dangerous condition that was present. The injuries sustained by Patricia Kipping's knee were directly and proximately caused by the negligence of the State, and this Court finds the State liable for said injuries.

For the foregoing reasons, the Court awards Claimant the sum of $12,000 in full and complete satisfaction of this claim.

(No. 94-CC-1625—Claim dismissed.)

KEVIN STOECKEL, Claimant, *v.* ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) and KIRK BROWN, SECRETARY OF IDOT, Respondents.

Order filed July 19, 1999.

DAVID A. VIRGIN, for Claimant.

JIM E. RYAN, Attorney General (DEBORAH L. BARNES, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*when person is presumed intoxicated.* Under former section 11—501 and 11—501.2 of the Illinois Vehicle Code, a person was presumed intoxicated if his blood alcohol concentration was .10 per 100 milliliters of blood at the time of the occurrence in question.

SAME—*negligence—when causal connection is broken.* If a negligent act or omission does nothing more than furnish a condition making an injury possible, and such condition, by the subsequent independent act of a third person, causes an injury, the two acts are not concurrent and the existence of the condition is not the proximate cause of the injury, and an intervening cause is a new and independent force which breaks the causal connection between the original wrong and the injury, and itself becomes a direct and immediate cause of the injury.

SAME—*driver's intoxication and failure to yield caused Claimant's injuries—claim dismissed.* Even assuming that a hazardous condition existed at an intersection where the Claimant passenger sustained injuries in a car accident, the other driver's intoxication and his failure to yield as required by statute were subsequent independent acts which proximately caused the accident, and therefore, the Claimant's negligence action against the State was dismissed.

ORDER

PATCHETT, J.

This cause coming on to be heard on the Respondent's motion for summary judgment, the Court having considered the memoranda of the parties, and being fully advised in the premises, the Court finds:

1. Claimant, Kevin Stoeckel, was a passenger in a vehicle driven by Elmer Valladares at the intersection of

College Avenue (Illinois Route 140) and Crest Drive in Alton, Madison County, Illinois at 12:30 a.m. on December 23, 1992. Claimant alleges injuries resulting from a collision between the Valladares vehicle and a car driven by Randall Schwartz. Schwartz was eastbound and Valladares was westbound on Route 140.

2. Schwartz, in his deposition, testified that he does not remember the accident, but he admitted that his blood alcohol level was .20 (per 100 milliliters of blood). The Illinois Vehicle Code in effect at that time provided that a person was presumed intoxicated if his blood alcohol concentration was .10 per 100 milliliters of blood. (625 ILCS 5/11—501 and 11—501.2 (1992)) Schwartz was at double the presumed intoxication level.

3. Elmer Valladares, in his deposition, testified that he was driving at a speed of 45 miles per hour when Schwartz pulled out in front of his vehicle. Claimant, a passenger in Valladares' vehicle, was deposed and also testified that Schwartz turned in front of Valladares' car.

4. The cause of the accident was Schwartz' negligence, and not the design of the highway or any negligence on the part of the State. In *DiBenedetto v. Flora Township* (1992), 153 Ill. 2d 66, 605 N.E.2d 571, a driver lost control of his vehicle, crossed over the shoulder, and landed in a drainage ditch. The Supreme Court held that the ditch was not the cause of the accident, but that the driver's loss of control was the proximate cause of the accident. See also *Thompson v. County of Cook* (1993), 154 Ill. 2d 374, 609 N.E.2d 290, which is similar to the instant case.

5. If a negligent act or omission does nothing more than furnish a condition making an injury possible, and such condition, by the subsequent independent act of a

third person, causes an injury, the two acts are not concurrent and the existence of the condition is not the proximate cause of the injury. (*Briske v. Village of Burnham* (1942), 379 Ill. 193, 199, 39 N.E.2d 976, 979; *Carr v. Shirland Township* (1978), 66 Ill. App. 3d 1033, 1037, 384 N.E.2d 449, 452, 66 Ill. App. 3d at 1037.) An intervening efficient cause is a new and independent force which breaks the causal connection between the original wrong and the injury, and itself becomes a direct and immediate cause of the injury. *Briske*, 379 Ill. at 199.

In the instant case, Mr. Schwartz's failure to yield, as was his statutory duty, was the subsequent independent act of a third person. Therefore, the condition of the intersection, if it was hazardous, and Mr. Schwartz's failure to yield, are not concurrent and the existence of the condition is not the proximate cause of the injury. Furthermore, this Court has held that where a stop sign was missing at the intersection of a gravel road and a preferential highway, the driver who failed to yield to traffic approaching from the right, according to a statutory duty similar to the instant case, was the proximate cause of the accident, and not the absence of the stop sign. *Wehde v. State* (1985), 38 Ill. Ct. Cl. 165.

6. Here, Schwartz's actions and intoxication were the causes of this tragic accident.

7. Further, the highway (IL Rte 140) was completed more than ten years before the accident. Pursuant to 735 ILCS 5/13—214(b), a claim based upon design or construction defects is required to be brought within ten years of the construction.

It is therefore ordered, adjudged and decreed that the Respondent's motion for summary judgment is granted, and this claim is dismissed and forever barred.

(No. 94-CC-2142—Claimant awarded $100,000.)

SHARON WYSOPAL, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed April 3, 2000.

KARLIN & FLEISHER (CHARLES E. TANNEN, of counsel), for Claimant.

JIM E. RYAN, Attorney General (DARIN L. RASMUSSEN, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*State's duty to maintain highways.* The State is not an insurer against accidents that may occur on its highways, but it has a duty to maintain its highways in a reasonably safe condition for the purposes for which they are intended so that defective and dangerous conditions do not exist.

SAME—*roadway defects—notice required.* Where a dangerous condition exists and a person using the highway is injured, the Claimant must prove by a preponderance of the evidence the existence of the dangerous condition and that the State had actual or constructive notice of the condition, and in order to establish constructive notice, the defect must be substantial enough and must have existed for a sufficient length of time that reasonable persons would conclude that immediate repairs should be made or warning signs posted.

SAME—*pothole in roadway caused woman's injuries—constructive notice established—award granted.* In a woman's claim alleging that she was injured when the car in which she was a passenger struck a pothole, causing her head to hit the vehicle's interior ceiling, an award was granted based upon evidence showing that the potholes in question were substantial defects which had existed for a significant length of time so as to constitute constructive notice to the State.

OPINION

PATCHETT, J.

This matter comes before the Court as a claim against the Illinois Department of Transportation for personal injuries sustained on an Illinois highway allegedly as a result of negligent maintenance. Claimant seeks damages in the amount of $100,000.

Claimant's husband, Albert Wysopal, testified that on October 10, 1993, at about 9:00 p.m., he and his wife, as

his passenger, were driving a Chevrolet Blazer southbound on First Avenue between 47th Street and the ramp to Interstate 55 in Cook County, Illinois. Claimant's husband further testified that the weather conditions were clear and dry, traffic was light, and they were traveling at a speed of 50 mph when they struck a "huge" pothole.

Mr. Wysopal testified that, as a result of striking the pothole, Mrs. Wysopal struck her head against the interior ceiling of the vehicle. Although her immediate concern was for the safety of her infant son who was in the back seat, upon arriving home she realized pain and numbness in her neck.

Mrs. Wysopal testified that, prior to the accident, she had never suffered or been treated for any neck injuries. In the days following the incident described, she experienced excruciating neck pain, numbness, tingling, and inability to move her head. She sought treatment on October 12, 1993, at Good Samaritan Hospital, where she was referred to a neurosurgeon who performed a myelogram and diagnosed a herniated disc. The surgeon recommended, and ultimately performed, a cervical laminectomy. Claimant testified that, for a number of months following the surgery, she was able to return to most of her normal activities. She testified that she still suffers from episodes of neck pain, and her activities such as quilting and reading have been severely limited. She produced evidence that her medical bills totaled $23,509.90 and her lost wages totaled $3,263.43.

Claimant also called Robert Krause, a friend of Claimant, who testified that in 1992 and 1993 he traveled First Avenue approximately twice a month. He testified that in 1992 he was aware of a very deep pothole in the area of the incident and he always avoided the lane with

the pothole. However, Krause admitted he had never filed a report of such pothole.

Ken Chlebicki, an engineering technician for the Illinois Department of Transportation (IDOT) was called by the Claimant as an adverse witness. He confirmed that the subject roadway was under the control of IDOT on the date of the incident. He testified that, as a general rule, it is the responsibility of all IDOT employees to report road defects. After receiving notice of a defect, a crew would be dispatched to investigate the site. When potholes are identified, they are repaired with an asphalt mix that is black when applied and lightens with age. He further testified that if warranted, a repair could be made within an hour.

The subject site is an area that received medium traffic and would be serviced from IDOT's Stevenson Yard which is located approximately two miles from the incident scene. IDOT employees perform services and inspections from the Stevenson Yard on Mondays through Fridays. They do not perform inspections or services on weekends. He also stated that road defects may appear between Friday and Monday when the crews are not working.

Following an examination of the pictures of the accident site, Chlebicki testified that the pothole in question appeared to have been filled on more than one occasion, but he was unable to testify as to how many occasions or under what circumstances. Chlebicki further testified that after examining Claimant's photo exhibit number 7, he observed a "dip" or "defect" in the pavement which was preceded by a warning to motorists.

Chlebicki opined that the subject pothole would probably be repaired by filling it in with five to eight, or

eight to ten, shovels full of the asphalt material. He indicated that he could not determine its depth from the photos. The repairs to the subject pothole were actually made on October 12, 1993, two days after the accident in question. The amount of material actually used in the repair could not be determined.

The Claimant also produced, by evidence deposition, her treating physician and neurosurgeon, Dr. Daniel Harrison, M.D., who testified that the Claimant's neck injury was consistent with the car accident she described and was not related to any tumor or disease process. Following a myelogram and a CAT scan, Dr. Harrison performed a surgical laminectomy. The doctor met with the Claimant for 13 follow-up visits between November 10, 1993, and October 11, 1995. Dr. Harrison concluded that the ongoing pain complaints of the Claimant were reasonably consistent with the injury, the surgery and her physical build.

Finally, Claimant introduced climatological data which indicated that the average temperature on October 8, 9 and 10, 1993, was 63, 40 and 42 degrees respectively.

Respondent, through its departmental report, acknowledged that the subject roadway was under its control and jurisdiction. It denied having prior notice of the condition of the roadway.

The State is not an insurer against accidents that may occur on its highways. (*Gray v. State* (1954), 21 Ill. Ct. Cl. 521.) The State however, has a duty to maintain its highways in a reasonably safe condition for the purposes for which they are intended. (*Blair v. State* (1994), 47 Ill. Ct. Cl. 108.) The State has a duty to maintain its highways so that defective and dangerous conditions do not exist. (*Moldenhaver v. State* (1984), 32 Ill. Ct. Cl. 514.) Where

a dangerous condition exists and a person using the highway is injured, the Claimant must prove by a preponderance of the evidence that the dangerous condition existed and that the State had actual or constructive notice of the condition. *Scroggins v. State* (1991), 43 Ill. Ct. Cl. 225, 227.

In this case there is no complaint or report of the defect which would give the State actual notice. As such, we must consider the facts of this case as presented to determine whether or not the State had constructive notice. (*Stills v. State* (1989), 41 Ill. Ct. Cl. 60, 62.) The Court has consistently held that for a recovery as a result of injury suffered in a road case, the defect must be substantial enough and must have existed for a sufficient length of time that reasonable persons would conclude that immediate repairs should be made or warning signs posted. *Immordino v. State* (1995), 47 Ill. Ct. Cl. 78, 80; *Stege v. State* (1972), 27 Ill. Ct. Cl. 399, 403.

The photographic evidence in this case accurately represents the scene on the day of the accident. It depicts a cement roadway with a large area that has been repaired with asphalt. The varying coloration of the asphalt repair work indicates that the work was done on at least two occasions in the opinion of the IDOT employee Chlebicki. There was no evidence to indicate when, by whom, or how the patching was done. The pictures clearly indicate that both the near and far portions of the patched area have broken away leaving two deteriorating areas. Although there is no specific evidence as to the actual size of the potholes, the pothole located at the far end of the patched area appears to be of significant size. Further, the testimony of the Claimant's husband was that they struck a "huge" hole that resulted in the startling impact in question. In addition, as previously indicated,

Krause confirmed the testimony of the Claimant and her husband that a "very bad pothole" existed at the location of the incident in 1992 and 1993.

IDOT employee, Chlebicki testified that potholes can appear over the course of a weekend and the Respondent urges the Court to conclude that is what happened in this case. However, an examination of the photos and consideration of the testimony of the witnesses do not support that conclusion. It is unlikely that both ends of a patched highway would simultaneously disintegrate over the course of one weekend. Further, there is no evidence that the October weather conditions were such that substantial holes would result in such a rapid fashion.

The evidence does support Claimant's contention that the potholes were substantial defects and had existed for a significant length of time so as to constitute constructive notice to IDOT, as the Stevenson Yard was only two miles from the scene of the incident.

Therefore, we find liability for the Claimant and against the State. Considering that Claimant's medical bills total $23,509.90 and her lost wages of $3,263.43, we hereby award her $100,000.

(No. 94-CC-2290—Claim denied.)

PERRY SAUNDERS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 30, 1999.

PERRY SAUNDERS, *pro se*.

JIM E. RYAN, Attorney General (MICHAEL F. ROCKS, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*power surge destroyed inmate's television—claim denied.* Notwithstanding that an inmate was told that he could turn his television set on after an electrical problem had occurred within his housing unit at a State correctional facility, the State was not liable when a subsequent power surge destroyed the television, since the surge was caused by a public utility company and not by any negligent act or omission on the part of the State.

OPINION

EPSTEIN, J.

Claimant, Perry Saunders, an inmate of the Illinois Department of Corrections (IDOC), filed his claim *pro se*, seeking reimbursement for property allegedly damaged due to IDOC's negligence while Claimant was a resident of the Dixon Correctional Center (Dixon). This claim is before us on our Commissioner's report following the hearing of March 6, 1997.

The record in this case includes the transcript of testimony and Respondent's exhibits 1 and 2 (the departmental report). The parties did not file briefs.

The Facts at Trial

Claimant testified that, on February 13, 1993, there was an electrical problem in housing unit 29 at Dixon in which Claimant's cell number 54 was located. On February 15, 1993, a maintenance man informed the control officer as well as the Claimant that the electrical problem had been repaired and that it was all right to use the outlets. Electrical problems recurred in unit 29 on March 4, 1993. After a maintenance man checked the electricity, Claimant was informed that it was all right to turn his television set on. When he turned the television set on, smoke emerged. Claimant and other inmates whose property had been damaged then informed the administration staff of the problem. A Ms. MacRunnels told them to take their property over to personal property to be

evaluated. Claimant was informed that his television could not be repaired.

Claimant further testified he filed a grievance and was initially informed that he would receive 60 to 70 percent of what the television was originally worth. However, when that decision was sent to Springfield for final approval, it was denied because it was determined the damage had been caused by an act of God.

Respondent produced William E. Shaw, the chief engineer of the maintenance department at Dixon. He testified that the electrical problem in unit 29 on March 4, 1993, was determined to have been caused by Commonwealth Edison due to a surge or interruption of service. He further testified he was not aware of any equipment on the grounds at Dixon that could have caused the electrical problem.

Respondent's exhibit 2, the departmental report, contains a copy of an incident report prepared by Captain Dempsey on March 3, 1993, which reports a power surge in housing unit 29 that affected Claimant's cell, number 54. It further indicates that Claimant's television was damaged by the surge.

The departmental report contains a copy of a memorandum by Colleen MacRunnels, dated March 9, 1993, that instructed the Claimant to take the equipment damaged on March 4th to Personal Property to be inspected. A copy of a grievance report prepared by Ms. MacRunnels on April 22, 1993, also appears in the departmental report, which recommends that Claimant be compensated for damage to his television.

The departmental report contains a copy of a letter dated December 6, 1993, to Claimant from Michael W. Carter, which states in relevant part:

"This is to acknowledge receipt of your correspondence on November 8, 1993, in which you desire to grievance an issue of personal property damage. You had indicated in an incident at the Dixon Correctional Center on March 4, 1993, there was electrical power outage. You indicated there were many electrical items that were (sic) due to this outage. You reported these specific items in your grievance and indicated your desire to have these items replaced or be reimbursed.

This office consulted the records of the Tort Claim Coordinator which indicated the issue had been forwarded through the Tort Claim process. It was also noted the Tort Claim Coordinator had denied requests for reimbursement to all individuals involved with this type of occurrence in accordance with Administrative Directive 01.06.110. It was indicated the issue was covered under Section 2,F,3, which states in part, '* * * liability for property loss shall normally be limited to loss as a result of staff conduct or lack of supervision * * *.'

Since this issue is addressed through the Administrative Directive and your issues of property loss do not fit a reimbursement category, your claim was denied. This office notes there is no other substantiation to indicate reimbursement that is fitting in the case of the electric outage."

A copy of Administrative Directive 02.06.110, section 2.F.3, referred to in the foregoing letter, is contained in the departmental report, and states as follows:

"Liability for property loss shall normally be limited to loss as a direct result of staff conduct or lack of supervision. Inmates shall not normally be reimbursed for the following without the prior written approval of the Director:

a. Unauthorized items or items loaned, traded, sold, or bought from other inmates.

b. Property losses as a result of riots, general disturbances, fires, or natural disasters.

c. Losses or theft exclusively caused by other inmates.

d. Losses of property which was abandoned by the inmate during an unauthorized absence such as an escape, runaway, attempted escape, attempted runaway, or failure to return."

The record indicates that a power surge did indeed occur on March 4, 1993, which damaged Claimant's television. The testimony of Chief Engineer Shaw indicates the power surge was determined to have been caused by Commonwealth Edison and not by any faulty IDOC equipment at Dixon.

Claimant's television was damaged due to the power surge, but the power surge was not caused by, nor the

fault or negligence of, IDOC. Claimant may well have been informed—or misinformed—that it was all right to use his television prior to it being damaged by the power surge. However, the State is not an insurer of the private property of inmates, nor are IDOC personnel predictors of the stability of electrical power supplied by public utilities, and Claimant should have known better than to rely on such predictions.

Moreover, as this Court has held in a number of "power surge" cases, Claimants like this one, being presumptively of normal intelligence, should be aware of the existence, and availability at nominal cost, of surge protectors, which offer protection for electrical equipment from power surges.

This Claimant has failed to prove any negligent acts or omissions on the part of the Respondent that caused or contributed to his property damage. For this reason, this claim must be denied.

Conclusion

This claim is denied and forever barred.

(No. 94-CC-2436—Claimant awarded $15,000.)

MYRA J. DURBIN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 23, 1000.

JAMES W. ACKERMAN, for Claimant.

JIM E. RYAN, Attorney General (PHILLIP MCQUILLAN, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*doctrine of res ipsa loquitur*. The doctrine of *res ipsa loquitur* allows proof of negligence by circumstantial evidence, and it applies when something that caused an injury is shown to be under the control or management of the party charged with negligence and the occurrence is one that, in the ordinary course of things, would not have happened if the person so charged had used proper care, and in the absence of an explanation by that party, the accident itself affords reasonable evidence that it arose for want of proper care.

HIGHWAYS—*Claimant's van struck salt spill on roadway—damages awarded.* Where a van driven by the Claimant struck a pile of salt which had spilled onto the highway when a lid fell off a salt box on a State truck, the Court of Claims applied the doctrine of *res ipsa loquitur* and damages were awarded for injuries suffered by the Claimant when his van went into a ditch after striking the salt pile.

ORDER

PATCHETT, J.

This case arose as a result of a single car accident which occurred February 20, 1993, on Illinois Business Route 48 in the vicinity of Taylorville, Illinois. A van driven by the Claimant struck a pile of salt which had been deposited on the highway due to a lid falling off of a salt box on an Illinois Department of Transportation (Department) truck.

Thomas Wattelet, the driver of the truck, testified that he had been an employee of the Department for 22 years. On February 20, 1993, he was called out at approximately 6:30 p.m. because of freezing rain. He performed a "circle of safety" maintenance check around the truck and proceeded to salt the roads on a prescribed route. A "circle of safety" is when the driver walks around his truck, checks the main bolts, pins, locks, and observes the truck. The truck was a two and one-half to three ton truck with a salt box on the rear, and a plow on the front. The salt box on the rear had a lid that was secured by pins which slipped in and snapped down to lock the lid in place. Mr. Wattelet testified that when he conducted the

circle of safety, he shook the lid to make certain the pins were in and it was locked securely in place.

Mr. Wattelet was driving approximately 15 to 20 mph and was salting the roads which, at the time, were icy with a little snow. Mr. Wattelet's route was approximately 40 to 50 miles long, and took one and one-half to two hours due to the weather conditions. Mr. Wattelet was near the end of his route when the lid fell off, approximately one and one-fourth to one and one-half miles from the depot. Mr. Wattelet testified he could not see the salt box while driving the truck.

Upon completing the first run, Mr. Wattelet returned to the depot at approximately 8:30 p.m. and noticed the lid was missing from the salt box. The lid in question was 72 inches long and 12 inches wide. Mr. Wattelet then back-tracked his route. After back-tracking a little over one mile, he found the lid in a pile of salt on the highway. Mr. Wattelet testified that the pile of salt was approximately 12 inches tall and 24 inches wide. Approximately eight to ten minutes had lapsed from the time he discovered the lid had fallen off the box to when he returned to the location of the salt spill. He then cleared the highway with his blade.

Carlyle Griffith testified that he was a temporary leave worker for the Department in February, 1993, and was Mr. Wattelet's supervisor that night. Mr. Griffith testified that, on the evening in question, he was in a pickup truck which belonged to the Department, and he heard Mr. Wattelet state over the radio that he had lost his salt lid. Mr. Griffith was nearby, so he checked the area and located the lid on the road. He was going approximately ten to 15 mph at the time because he was looking for the lid. He testified that the pile of salt was across an entire lane of traffic. The lid was located on the edge of the

road, with approximately one foot of it in the road and the rest in the ditch.

Mr. Griffith testified that the circle of safety is performed twice a night, but that most drivers would check every time they get a load of salt. If there is a heavy snowfall, the drivers will check in the middle of their route for snow covering their lights. This was not the case on the night in question. Mr. Griffith further testified that a lid has four pins holding it in place. He had a lid fall off his truck on one occasion, but it was when he had left the box down while moving from one part of the lot to another. His salt box was not in the upright position with the pins in. He had never had a lid fall off when it was in the upright position with the pins fastened as Mr. Wattelet's had been on the night in question. He further testified that he was not aware of any other times that lids had fallen off of salt boxes other than the two he testified about. Mr. Griffith, however, stated that sometimes a pin would shake loose on a truck and the driver would just put it back when he observed it during a circle of safety check.

Claimant's 12-year-old daughter, Crystal Durbin, was a passenger in the van on the night of the accident in question. Crystal testified that they hit something hard and the van bounced back and then it went forward over what they had hit and then went across the other lane of traffic and landed in the ditch. She testified that at the time of the accident it was dark and sleeting. She testified that Claimant was able to back the van out of the ditch. Crystal testified that Claimant's right shoulder, neck and arm were hurting the night of the accident causing the Claimant to use a heating pad over the weekend and to see a doctor on the following Monday. For approximately the next four months, Claimant appeared to be in frequent pain. Crystal testified that Claimant's ability to type has been limited,

and Claimant stopped going to school because she could not write or type for long periods of time. Crystal also testified that her mother had hurt her arm once when she worked at the factory in January of 1994.

Debra Buckles testified for the Claimant. She is a physical therapist at St. Vincent's Memorial Hospital. She met the Claimant in August of 1995 and evaluated her for physical therapy. The Claimant reported that her pain began on the previous Friday. Claimant told Ms. Buckles that she had been in a car accident three years before and the pain resembled the car accident pain, but she denied recent injury. Claimant did not relate the injury at the factory. Ms. Buckles testified that Claimant's main problem appeared to be muscular. A treatment was performed in accordance with a prescription from the doctor, which was for a seven-day course of treatment involving interferential stimulus, ultrasound massage and exercises.

Robert Torres testified that he and the Claimant lived together and, in April of 1991, opened a restaurant business together. Mr. Torres and Claimant were still operating the business when the accident occurred in February of 1993. Claimant did not return to work at the restaurant following the accident and they had to hire someone to do her work. The restaurant closed in October of 1993. Mr. Torres also confirmed that the Claimant experienced severe pain for approximately four months after the accident and continued to have pain after that period of time.

Claimant testified that, on the night in question, she left home at approximately 8:00 p.m. to go to a video store. The weather began to produce sleet through which she was driving approximately 30 to 40 mph. Claimant stated that she had observed the salt truck on Route 48 and the salt on the road. Claimant testified that, as she

was traveling down Route 48, she hit something and her van ended up on the other side of the road in the ditch. She stated that she did not see the pile of salt prior to striking it with her vehicle. Claimant next proceeded to back her vehicle out of the ditch and discovered that her shoulder was in pain. Claimant walked to the location where the salt was across the road and observed another car driving through the salt. Claimant testified that height of the salt was varied from two feet high at parts and only one foot high at others. Claimant did not see the lid that had fallen off of the salt truck.

Claimant further testified that the road where the salt was located was straight prior to the salt pile and began to curve after the location where she encountered the salt. There were no hills and the road was not well lit.

After the accident Claimant first proceeded to the police department and next to the emergency room. Claimant testified that after she returned home her pain got worse and, as such, she went to her doctor on the following Monday. For approximately one month she could not move easily without help. Claimant never returned to work at the restaurant, because it caused her pain to work as a waitress or dishwasher. Claimant then took a job with Eckland Hydraulics around October of 1993. Claimant testified that she worked at Eckland until January of 1994, when she quit because she had injured her wrist while on the job. Claimant also went to the emergency room for this injury. Claimant presented various medical bills totaling $4,879.05.

Dr. John Kain testified by evidence deposition. He is a doctor of chiropractic and Claimant was his patient. Dr. Kain first saw Claimant in his office on February 24, 1993. Claimant advised Dr. Kain of the accident and stated that she had immediate neck and middle back

pain. Dr. Kain diagnosed Claimant's injury as a hyper flexion/hyper extension type injury. Dr. Kain further observed spasm, tenderness and pain bilaterally in the cervical region, the cervical thoracic junction, shoulder region and middle back. X-rays were taken which were negative for any fractures, but according to Dr. Kain, the x-ray did show a loss of normal cervical lordotic curve. Dr. Kain testified that this is consistent with the Claimant's type of injury. A further x-ray on May 20, 1996, showed the cervical lordotic curve remained reduced. In June of 1993, Claimant had shown improvement in her flexation. By October of 1993, the Claimant was reporting considerable relief of her symptoms. She had treated with Dr. Kain regularly during the period of time from the accident to October 18, 1993.

Dr. Kain again treated Claimant on January 25, 1995, when she complained of neck pain and middle back pain. Claimant stated that work at the factory assembly line aggravated those symptoms. Dr. Kain testified that, at that point, her cervical motion was normal and orthopedic tests were negative. Dr. Kain observed a cervical muscle tension on Claimant's right side.

Dr. Kain saw Claimant again on May 2, 1996, when Claimant complained of constant pain. Dr. Kain referred Claimant to Dr. Lyle Wacaser.

Dr. Kain testified that the Claimant's head and neck complaints are related to the accident in February of 1993. Dr. Kain stated that it was difficult to determine whether Claimant's problem with her right arm was solely related to the accident on Route 48, in view of the additional trauma which occurred to her arm at the factory. Dr. Kain testified that the Claimant would be permanently predisposed to episodes of an intermittent basis of neck pain, headaches and tension throughout the shoulder region.

Claimant has presented this case as one of *res ipsa loquitur*, a doctrine of law whose purpose is to allow proof of negligence by circumstantial evidence when the direct evidence concerning the cause of the injury is primarily within the knowledge and control of the defendant. (*Kylavos v. Polichrones* (1942), 316 Ill. App. 444, 45 N.E.2d 99.) It applies when something that caused the injury is shown to be under the control or management of the party charged with negligence and the occurrence is one that, in the ordinary course of things, would not have happened if the person so charged had used proper care. The accident itself affords reasonable evidence, in the absence of explanation by the party that is charged, that it arose for want of proper care. See *Metz v. Central Illinois Electric and Gas Company* (1965), 32 Ill. 2d 446, 207 N.E.2d 305, citing *Feldman v. Chicago Railway Companies* (1919), 289 Ill. 25, 124 N.E. 334.

Like any other proof, it may be explained or rebutted by the opposing party. There was formerly a conflict in Illinois about whether the presumption or inference of negligence raised by the doctrine of *res ipsa loquitur* vanished entirely when any evidence appeared to the contrary. In *Metz*, the Court held that the better view was that the inference or presumption does not simply vanish or disappear when contrary evidence appears, but remains to be considered with all the other evidence in the case and must be weighed by the trier of fact against the direct evidence offered by the party charged.

While the doctrine of *res ipsa loquitur* does not excuse plaintiffs from the responsibility of exercising due care for their own safety, the doctrine does apply when the accident is of the kind which does not ordinarily occur without someone's negligence, and the instrumentality which caused the injury was within the management

and control of the defendant. (*Drewick v. Interstate Terminals, Inc.* (1969), 42 Ill. 2d 345, 247 N.E.2d 877.) In the case of *Dyvack v. Weber* (1986), 114 Ill.2d 232, 500 N.E.2d 8, 102 Ill. Dec. 386, the Supreme Court held that, subsequent to the courts adopting the doctrine of comparative negligence versus contributory negligence, a Claimant no longer need prove freedom from contributory negligence as an element of the *res ipsa loquitur* action. This is because such proof is not required in other negligence actions. Of course, the doctrine of comparative negligence would still apply once the doctrine was applied. The Court of Claims itself has a long history of applying the doctrine of *res ipsa loquitur.* In the case of *Kenney v. State* (1956), 22 Ill. Ct. Cl. 247, this Court made an award for wrongful death in a case in which a tree limb fell from a tree at the State fairgrounds. The Court there stated:

> "Respondent has not offered any evidence, or explained why the limb fell, other than it did not know that the tree was in a dangerous and hazardous condition until after the accident. We are of the opinion that, from the testimony, the disease in the tree could have been determined had a proper inspection been made by the Respondent's agents. It was Respondent's duty to make such an inspection in order to safeguard the patrons at the Fair." *Kenney*, 22 Ill. Ct. Cl. 247.

In this case, the Respondent could argue that an inspection of the truck was conducted and that an inspection would not have shown that the lid was somehow improperly attached. However, this Court also made an award to the City of St. Louis in the case of *City of St. Louis v. State* (1964), 24 Ill. Ct. Cl. 477. In that case, a fighter jet belonging to the Illinois Air National Guard crashed at Lambert Field in St. Louis. As a result of the crash, the City of St. Louis had damage to its property. The airplane that caused the damage was under the sole management and control of the Respondent's agent, and it therefore was assumed that the accident would not

have happened if those who were in control of management had used proper care. A similar result was reached in the case of *Wiegers v. State* (1988), 40 Ill. Ct. Cl. 88, in which an award was made for damage for personal injury and property damage as a result of brakes failing on a State road grader. It is interesting to note that, in the *City of St. Louis* case and the *Wiegers* case, the instrumentality which caused the injury failed after operating in an extensively normal manner for a period of time. Neither the plaintiff nor the State could explain why the sudden failure occurred. Yet this Court held that it was a sufficient basis for liability.

Respondent cites the case of *Rutledge v. Board of Governors* (1991), 44 Ill. Ct. Cl. 257, in which an award was denied because of the failure to prove negligence. The issue in that case was the failure of evidence being presented on the issue of causation. In other words, the Claimant failed to meet his burden of proof that the injury, in fact, was caused by the failure of, or the instrumentality controlled by, the State. No such question exists in the present case, nor was it present in the *Wiegers* or the *City of St. Louis* cases cited above. For all of these reasons, we find liability on the part of the State.

Now we reach the issue of damages. Claimant has presented total medical bills of almost $5,000. There is clear evidence of a period of pain and suffering and some disability for several months following the accident. However, there is also a subsequent industrial injury which causes difficulty in properly assessing damages. Based on the evidence before the Court, we award the Claimant the sum of $15,000 for her medical bills, pain and suffering, and permanent injury. We do not find there has been any proof of comparative fault.

(No. 94-CC-2679—Claims denied;
request for rehearing denied.)

ANNA MARIE BERG, Personal Representative of the Estate of LOUIS RADABAUGH and Individually, Claimants, *v.* ILLINOIS DEPARTMENT OF TRANSPORTATION, Respondent.

Opinion filed July 20, 1999.

Order on request for rehearing filed September 28, 1999.

NELSON, BEMENT, STUBBLEFIELD & LEVENHAGEN (TIMOTHY C. STUBBLEFIELD, of counsel), for Claimant.

JIM E. RYAN, Attorney General (BRIAN J. DEES, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*negligence—elements of claim.* In order to prevail in a claim for negligence, the Claimant must prove that the State breached a duty of reasonable care owed to the Claimant in failing to properly maintain a roadway within its care and custody, that the failure to exercise reasonable care resulted in the existence of a dangerous condition, that the State had actual or constructive notice of the dangerous condition and failed to take reasonable action to remedy it, that the State's negligence proximately caused the Claimant's injuries, and that the Claimant exercised due care for his own safety.

SAME—*State's duty to maintain highways.* It is the duty of the State to exercise reasonable care in the maintenance and care of its highways in order that defective and dangerous conditions likely to injure persons lawfully on the highways shall not exist, and while the exercise of reasonable care requires the State to keep its highways reasonably safe, the State is not required to keep them totally free from ice and snow, but rather must use all reasonable care to do so.

SAME—*driver lost control of car on icy bridge—State not negligent—claims denied.* Although an icy bridge on which the Claimants' car slid constituted a hazardous condition of which the State had notice, and despite a Court of Claims finding that the icy bridge surface was a proximate cause of the Claimants' one-car accident, the State was not held liable for negligence where the evidence showed that the icy condition was isolated and that the State had not delayed or acted contrary to normal practice and procedure in conducting its roadway salting operations.

OPINION

JANN, J.

The Claimants, Louis Radabaugh and Anna Marie Berg, husband and wife, brought this action for compensatory damages pursuant to the Illinois Court of Claims

Act, 705 ILCS 505/8. The Claimants assert that they were injured as a direct and proximate result of negligence committed by the State of Illinois and arising out of an auto accident on Interstate 55 near the Joliet Road exit in the southbound lanes.

At 7:38 a.m. on November 29, 1992, Louis Radabaugh was driving south on Interstate 55 near Joliet Road when he lost control of his auto, allegedly due to an icy bridge, struck a guardrail, became airborne and landed in a ditch. Both Claimants were injured in the accident. Radabaugh, who was rendered a quadriplegic, died in June 1994 allegedly as a result of his injuries. Radabaugh's estate was substituted as Claimant for Radabaugh individually in pretrial motions at hearing. Ms. Berg is Mr. Radabaugh's widow and introduced letters testamentary for her husband's estate into evidence at hearing without objection.

Hearing was held on May 27, 1997, before Commissioner Clark in Collinsville, Illinois. Ms. Berg was represented by counsel and testified at said hearing. Pre-trial motions were entertained and the following orders by the Commissioner were entered:

1. The estate of Louis Radabaugh is substituted as Claimant for Louis Radabaugh.
2. The parties agreed that Mr. Radabaugh's damages exceed the statutory limit of $100,000 and said maximum damages are stipulated if liability is found against Respondent.
3. Respondent moved to file its affirmative defense of comparative negligence. The motion was granted and Claimants made a general denial of record.

Claimants' complaint is in four counts sounding in tort. Counts I and II are on behalf of Mr. Radabaugh.

Damages are sought for personal injury, pain and suffering, permanency of injury and medical expenses, as well as lost wages proximately caused by IDOT's negligence.

Claimant Radabaugh alleges that IDOT failed to repair, correct or warn of a known hazardous condition on a roadway under its control. It is further alleged that IDOT negligently designed and maintained said roadway.

Counts III and IV allege that the State breached the same duties indicated in counts I and II as regards Ms. Berg. Ms. Berg seeks damages for medical expenses, pain and suffering, permanent injury, lost wages and loss of society, companionship and consortium of her spouse.

The record indicates no proofs offered in support of the allegations of negligent design, failure to repair, or failure to warn, and we shall not consider said allegations in our findings. The evidence of record indicates that a maximum of two awards may result if liability is attributed to Respondent. No case law supports Claimant Berg's contention that four awards of $100,000 each are legally cognizable.

We shall consider only the claims of Ms. Berg personally, and as representative of her husband's estate arising from IDOT's alleged failure to perform salting operations in a timely manner, pled as negligent maintenance herein.

The following persons testified at hearing. Claimant Berg, Kathleen Farrell, Illinois State Police Troopers Erin Hehl and Anthony J. Hoop; Illinois State Police Msgt. David Salinas; Jacek Tyskiewicz, south area operations engineer in the IDOT Bureau of Maintenance; and James E. Sterr, IDOT region 2 claims manager. The Commissioner admitted into evidence photographs of the scene and the Claimants' car after the accident; photographs of Radabaugh before and after the accident; Berg's medical bills

and records; a deposition of Dr. Richard Gayle, Berg's physician; a deposition of Trooper Erin Hehl; a deposition of Trooper Anthony J. Hoop; a deposition of Msgt. David Salinas; a letter from IDOT to the Claimants' attorney; a letter from the Claimants' attorney to IDOT; and exhibits that accompanied the depositions that were adopted into evidence. The Respondent filed a departmental report, and both parties filed briefs.

Ms. Berg testified that at the time of the accident, which occurred on a Sunday, she and her husband were headed home to Piedmont, Missouri, after spending Thanksgiving with relatives in Chicago. Berg stated that Radabaugh was driving south on Interstate 55, and she had just settled in for a long drive when she heard her husband exclaim something to the effect of "Oh God." Berg looked up and saw lights from a patrol car. The next thing she knew, the car had hit the guardrail, went airborne, then came to rest upside down. Berg stated that, although she did not see the speedometer, she believed her husband was driving about 50 mph in the 55-mph zone. She characterized Radabaugh as a very conservative, safe driver. Radabaugh was rendered unconscious, and Berg was pulled from the car through the passenger window following the incident.

Ms. Berg testified to medical bills in the amount of $12,792.67 and introduced proofs supporting said claim. Ms. Berg also claimed a total of $8,400 in lost wages as a result of her own injuries and time off to care for her disabled husband. Ms. Berg introduced the testimony of a caretaker who supported her testimony as to the care required as a result of Mr. Radabaugh's paralysis and the commensurate changes to the couple's daily lives resulting from the accident.

Illinois State Trooper Erin Hehl was deposed on May 12, 1996 by Claimant. Respondent was represented by

counsel at the deposition but posed no questions of the deponent. The deposition was admitted without objection as Claimant's exhibit number 19 at hearing. Ms. Hehl testified via telephone at hearing on behalf of Respondent. Trooper Hehl filed the accident report regarding Claimants' incident and witnessed the crash from her squad car. Ms. Hehl's testimony indicates she had been employed by the Illinois State Police for six years as of 1992. She also testified to 40 hours of training in accident investigation by the Illinois State Police. Ms. Hehl was familiar with the roadway in question and had previously been assigned patrol duties on the subject portion of I-55. Ms. Hehl also stated that she had investigated and filed reports on over 1,000 accidents pursuant to her employment.

Trooper Hehl testified that she was dispatched at 6:37 a.m. on November 29, 1992, to an accident on I-55 at Joliet Road. Upon her arrival, she discovered two vehicles had left the roadway—one in a ditch in the left center median and the other off the right side of the road. While she was investigating the two incidents above, a third car left the roadway and came to rest in a ditch. Ms. Hehl saw other vehicles spin or "fishtail" in traversing the roadway after her arrival. Ms. Hehl stated that her investigations of the incidents which preceded her arrival indicated that the drivers of the errant vehicles lost control of their vehicles on a slippery or icy bridge surface.

Ms. Hehl testified that she requested an IDOT salt truck in a call to the State Police telecommunicator at approximately 6:45 a.m. shortly after her arrival at the accident scene. A second call was made by Ms. Hehl but the exact time of said call and a record thereof was not discovered.

Ms. Hehl testified that, in her experience as a State trooper, requests for IDOT salt trucks made in similar

fashion were generally answered in five to ten minutes at the subject locale. Ms. Hehl acknowledged that response time would be delayed if an isolated condition or incident required summoning an off-duty IDOT employee to report to work on a weekend or in an emergency.

Trooper Hehl testified that she witnessed Claimants' accident from the rear-view mirror of her squad car over a three to four second time frame. She stated that Mr. Radabaugh appeared to be driving normally and she saw no indicia of careless or negligent actions of the driver prior to the skid and crash at issue.

Trooper Anthony J. Hoop's prior deposition and telephone testimony at hearing were admitted in like manner to Trooper Hehl's testimony. Trooper Hoop was similarly trained and had about two years experience at the time of the accident. He responded to a call for assistance by Hehl and arrived at the scene at about 6:45 a.m. After conferring with Ms. Hehl, he positioned his squad car east of Hehl's car and activated the emergency lights in an effort to apprise motorists of an accident scene and possible hazard. Mr. Hoop stated he also made two calls to the State Police telecommunicator to pass on requests for an IDOT salt truck after observing several motorists spin or "fishtail" on the bridge deck prior to Claimants' accident. Trooper Hoop did not witness Claimants' accident but provided assistance to Trooper Hehl in freeing both Claimants from their overturned auto, and giving CPR prior to the arrival of EMTs.

Trooper Hoop stated in his experience as trooper, requests made through the State Police telecommunicator for IDOT salt trucks generally resulted in a truck arriving within 30 minutes of a State Police request.

Both troopers believed that the slippery or icy condition of the I-55 bridge deck caused, or directly contributed

to, Claimants' accident. Neither trooper actually surveyed the bridge deck on foot on the morning in question. However both observed traffic for about an hour prior to the incident. The traffic was characterized as light and normal for an early Sunday morning. Both observed motorists sliding, "fishtailing" or skidding on the bridge deck despite the presence of two squad cars with flashing lights intended to warn of peril.

Neither Ms. Hehl nor Mr. Hoop had any knowledge of IDOT practice or procedure on the day in question. They were also unadvised as to the availability, or proximity of, IDOT crews or equipment on said date or in general practice, and had no direct knowledge of the identity of IDOT personnel on the scene of the accidents or otherwise on duty.

Respondent presented Mr. Jack Tyskiewicz via telephone testimony at hearing. Mr. Tyskiewicz is south area operations engineer for IDOT. He held the same position as of the accident date in the maintenance operations area encompassing the accident site. He is a licensed civil engineer and has 18 years experience in highway maintenance.

He testified to IDOT practices for salting and inspection of roadways on the south section under his supervision. The south section includes I-55 and its exit/entrance ramps from County Line Road to Lake Shore Drive, a distance of some 2.6 miles with ten bridges or elevated structures on each side of the highway. Normal procedure is that a salt truck travels at approximately 45 mph while inspecting the roadway, ramps and bridges and applies salt as necessary at a speed of about 35 mph. Mr. Tyskiewicz estimated that a salt truck patrol of the section would take one and one-half to two hours. He noted that he lacked documentation at hearing as to the exact number of exit/entrance ramps in the section which require the salt truck

driver to inspect and treat the road surface as needed, cross the highway and return via an entrance ramp to continue patrol, which might require additional time.

Mr. Tyskiewicz stated that IDOT does not normally have salt trucks patrolling and treating the roadways on Saturdays, Sundays or holidays. Trucks are dispatched on those days based upon receipt of weather advisories from an IDOT meteorologist. IDOT's practice is also to have two trucks loaded with salt at all times to facilitate timely response when needed. On weekends, drivers are summoned from their homes and report to the maintenance yard where they then report to supervisory personnel, collect assigned vehicles or equipment, and proceed to carry out their particular duties. Drivers report to IDOT if conditions warrant that additional personnel and equipment are needed.

On the day in question, a salt truck was dispatched at 12:45 a.m. and patrolled until 10:15 a.m. per IDOT records. We have no evidence of record as to the identity or actions of the driver, other than his hours of operation and that two tons of salt were used during his shift. Discovery by Claimants and Respondent's departmental report disclosed no written records of telecommunications from the State Police to IDOT or from the salt truck driver to IDOT during his shift. There is no direct evidence indicating IDOT received the State Police requests for a salt truck between 6:45 a.m. and 7:38 a.m. on November 29, 1992, as made by Troopers Hehl and Hoop. Respondent's departmental report includes a letter from the litigation unit supervisor, Michael Fitzgerald of IDOT, May 12, 1994, which concludes that IDOT was probably advised of a slippery condition in general by the State Police. The writer's letter appears to be a response to a request for information from the Attorney General's staff. The conclusion reached as to notice by

the State Police at an unspecified time to IDOT is attributed to an unidentified yard technician, who opined that, lacking notice by police patrols or weather conditions, a frost patrol would not be employed on a Sunday under normal IDOT practice. This conclusion is noted as probable, despite the fact that no documentation of the incident at issue nor towing activities appeared in IDOT records. However, Respondent's brief admits that IDOT had notice of the icy bridge at 6:45 a.m. and the need for a salt truck.

Mr. Tyskiewicz testified that frost on bridges or overpasses is very difficult to predict based upon his experience. He stated that frost may occur in isolated locations when other similar structures and nearby portions of the roadway are clear and unaffected. The testimony and evidence of record indicate that a salt truck would normally carry ten tons of salt. As only two tons of salt were used during a nine and one-half hour shift, the parties both conclude that the icy conditions complained of were not widespread over the maintenance area in question.

Mr. Tyskiewicz further testified that IDOT and the State Police regularly exchange information via some from of telecommunication, perhaps including radios. However, neither party introduced admissible evidence of applicable agency procedures and records kept in the normal course of business as to inter/intra-agency communications, other than proof of Ms. Hehl's first call for a salt truck.

Mr. Tyskiewicz testified that under IDOT practice and procedure, a salt truck on patrol may not abandon his assignment to respond to a complaint when his patrol indicates that conditions in his immediate or nearby vicinity require treatment. Normally, one proceeds toward the complaint area while treating the roadway in his path as

warranted. A driver may also request back-up if conditions so warrant under IDOT procedures. Such requests are reviewed by a supervisor, who makes a final determination as to delegation of manpower and equipment.

As previously stated, neither party introduced business records of the communications directly at issue herein, nor witnesses to attest proffered hearsay. The objections of record regarding the testimony of Master Sergeant David Solinas, Illinois State Police, are granted and his testimony is hereby stricken as hearsay. The testimony of James E. Sterr is stricken in accord with Claimants' motion to exclude witnesses at hearing. The testimony stricken was neither directly probative nor necessary to either party's case when analyzed in a light most favorable to the party presenting each witness. Both parties presented other witnesses of record to attest to the facts, opinions and exhibits of record. We have carefully reviewed all objections of record and duly considered the admissible testimony and evidence and the weight of said proofs in our deliberations. Contrary to the presumptions arising from the hearing transcript and consequently argued by the parties in post-trial briefs, the Court does not adopt the premise that hearsay statements allegedly made by unidentified alleged State employees are automatically admissible under section 790.140 of the Court of Claims Rules. Only Trooper Hehl's traffic accident report number 6685239 appears as a State Police business record introduced in Respondent's departmental report. Knowledge of records kept, procedures and business practices of the State Police may not be imputed to IDOT lacking clear proof of record to compel such a finding. No such proofs were introduced by Claimants herein.

Claimants cite the absence of "icing reports" found through discovery on the accident date as evidence supporting a finding of negligence against IDOT. Mr. Tyskiewicz testified upon cross-examination that icing reports are

customarily received from the Illinois State Police by IDOT, as the State Police highway patrol has more vehicles and personnel on State highways on Sunday mornings than IDOT under normal conditions. Claimants' exhibit number 23 is a request from Mr. Ramshur for icing reports made by the fourth district of the Illinois State Police on November 28, 1992, until 8:00 a.m. The request was made of IDOT at its Schaumburg office. Claimants' exhibit number 22 is a reply from Mr. Holub of IDOT, stating his files contained no such report. Mr. Holub suggested that counsel contact the alleged maker of the report(s), the Illinois State Police, by direct inquiry. The record does not contain proofs of the existence of icing reports made by the State Police and maintained as business records. The record as a whole indicates that an "icing report" is not a term of art, but was a broad description of weather conditions which may have been the subject of various inter-agency communications which are not of record.

Claimants must prove the following by a preponderance of the evidence to prevail upon a claim of negligence against Respondent herein:

1. The State breached a duty of reasonable care owed to Claimants in failing to properly maintain a roadway within its care and control;

2. Failure to exercise reasonable care in maintaining the roadway resulted in the existence of a dangerous condition likely to injure persons lawfully using said roadway;

3. Respondent had actual or constructive notice of the existence of a dangerous condition and failed to take reasonable action to remedy same;

4. Respondent's negligence was a proximate cause of the injuries complained of;

5. Claimant was in the exercise of due care for his own safety. See *Toliver v. State* (1994), 47 Ill. Ct. Cl. 55, 59, and *Graves v. State* (1983), 36 Ill. Ct. Cl. 76, 78.

It is the duty of the State to exercise reasonable care in the maintenance and care of its highways in order that defective and dangerous conditions likely to injure persons lawfully on the highways shall not exist. (*Allen v. State* (1984), 36 Ill. Ct. Cl. 242.) The exercise of reasonable care requires the State to keep its highways reasonably safe. (*Id.* at 244.) The State is not required to keep its highways totally free from ice and snow—an impossible task. (*Lynch v. State* (1995), 48 Ill. Ct. Cl. 98, 100.) The State, however, must use all reasonable care to do so. *Id.*

The first step in determining whether the Respondent was negligent is to determine if a dangerous condition existed at the site at issue. To be in a dangerously defective condition, the highway must be in a condition unfit for the purpose for which it was intended. *Baker v. State* (1989), 42 Ill. Ct. Cl. 110, 115, citing *Allen, supra*.

The Respondent argues that the Claimants' case rests on pure supposition and speculation and argues that there was no ice on the bridge because none of the witnesses testified to inspecting the bridge. The troopers, whose experience and expertise was unquestioned, testified that the bridge was icy. Three cars had already left the road, and others were having trouble making their way over the slick bridge surface, as witnessed by Hehl and Hoop. We find a hazardous condition existed prior to Claimants' accident.

We must next determine whether the Claimants proved that this condition was the proximate cause of the Claimants' accident. Proximate cause has been defined as

any cause which, in a natural or probable sequence, produced the injury complained of. (*Suhrbier v. State* (1994), 46 Ill. Ct. Cl. 102, 105.) It need not be the only cause; it is sufficient if it concurs with some other cause acting at the same time which, in combination with it, causes the injury. (*Id.*) There is no doubt here that the icy condition of the bridge was a proximate cause of this accident. Trooper Hehl testified that Radabaugh appeared to be driving normally and she did not see anything that caused her to believe that Radabaugh contributed to the accident. Therefore, the Court finds that the icy bridge surface was a proximate cause of this accident and that the alleged negligence of decedent is not proved.

There is proof in this case of notice of a dangerous condition at some time prior to Claimants' accident. There is also proof that Respondent attempted to remedy ice conditions on I-55 by deploying a salt truck from 12:45 a.m. to 10:15 a.m.

The primary issue in this case is whether the Respondent used reasonable care to keep this highway free from ice, as is required by the *Lynch* case. In *Lynch*, the Court summarily found that the State could not have been charged with liability based on the failure to adequately correct the icy condition. (*Lynch v. State* (1995), 48 Ill. Ct. Cl. 98, 100.) An award was made based upon failure to warn of a hazard which the record indicated had existed for many years. The Court explicitly found the State could not have been held liable for correcting the specific icy condition, lacking actual notice. (*Id.* at pages 100-101.) The award was based upon a finding of constructive notice in a close factual case.

In *Cox v. State* (1993), 45 Ill. Ct. Cl. 201, an award was denied under very similar facts. An accident on an icy bridge deck occurred about 90 minutes after the bridge

deck was salted on a weekend early morning. IDOT had dispatched a driver on patrol due to a weather advisory. Several reports of accidents were actually received by IDOT 45 minutes prior to that accident. The IDOT yard responsible for maintenance was located five to six blocks from the four-lane bridge which was heavily traveled.

Sutter v. State (1996), 48 Ill. Ct. Cl. 84, makes a similar finding. The accident also occurred on a weekend morning and failure to respond in a timely manner was alleged. A call from the county police was received by IDOT regarding water on the roadway about 90 minutes before Claimant's accident. Both parties agreed to this fact. The IDOT supervisor who received the message and his subordinate were called to testify as to the particulars of the communications. The evidence indicated there was some debate as to IDOT's maintenance jurisdiction of the bridge in question which led to a delay of some 20 minutes in response time by employees called from their homes to respond. *Sutter* found that, "[S]o long as the IDOT employees conducted themselves in a reasonably diligent manner in relation to the known hazard and circumstances, we cannot hold them to a greater duty." *Id.* at 97.

The evidence herein indicates that the icy condition complained of was isolated. The witnesses who had traveled the same roadway for some distance had no difficulty until they reached the bridge deck. IDOT had begun salting some seven hours prior to the accident on a route of some 52 miles of roadway plus entrance and exit ramps. The "patrol" was estimated to take at least one and one-half to two hours. The testimony regarding response times by IDOT elicited of the State Troopers was directly rebutted by cross-examination and Claimants introduced no further testimony to support a finding that

IDOT's actions were tardy or contrary to normal practice and procedure. Claimants further failed to prove receipt of the troopers' requests by IDOT.

It is hereby ordered that the claims herein are denied.

ORDER

JANN, J.

This cause comes on to be heard on Petitioners' request for rehearing as to the denial of her claim by opinion of the Court entered July 20, 1999.

We have carefully considered the petition and record herein and find that Petitioners' arguments were previously considered in our original opinion.

Petitioners' requests for rehearing is hereby denied and our opinion of July 20, 1999, is affirmed.

(No. 94-CC-3268—Claim dismissed.)

KEITH E. WESTBROOK *et al.*, Claimant, *v.*
THE STATE OF ILLINOIS, Respondent.

Opinion filed November 1, 1999.

WOLTER, BEEMAN & LYNCH (BRUCE A. BEEMAN, of counsel), for Claimant.

JIM E. RYAN, Attorney General (DEBORAH L. BARNES, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*State's duty to maintain highways—negligence.* The State is not an insurer of the conditions of the highways under its control but does have a duty to the public to use reasonable care in maintaining its roadways, and the Claimant in a highway defect claim must prove that the State was negligent, that the State's negligence was the proximate cause of the

Claimant's injury and that the State had actual or constructive notice of the defect.

SAME—*roadway shoulder drop-off was not proximate cause of auto accident—claim dismissed.* There was insufficient evidence to hold the State responsible for injuries received by the Claimant when a van in which he was a passenger went off the road, returned to the roadway and then collided with another vehicle, since the proximate cause of the accident was not a three-inch shoulder drop-off on the highway, but was instead the negligence of the van's driver who was intoxicated, drove off the road for no apparent reason, and failed to use due care in returning his vehicle to the highway.

OPINION

JANN, J.

This case began on May 15, 1992, when a van in which Keith E. Westbrook was a passenger became involved in an automobile accident on the Glenarm Frontage Road, specifically known as County Road O.

Claimant testified that, on May 15th, he was employed as a drywall hanger and finisher by Scott King along with another man named Allen. On May 15th Claimant and Allen were picked up after work by Scott, and all three went to get a cold beer. At the first establishment, each of them had approximately two beers. They than proceeded to the Curve Inn where they purchased pizza and a bucket of beer. Claimant testified that, at the Curve Inn, he and Scott each had approximately two beers. They then took Allen home. After dropping Allen off, they went to the home of a friend of Scott's where Scott went inside for 15 or 20 minutes while Claimant waited in the van. At all times Scott was driving his van. They then proceeded to the Glenarm Frontage Road, a distance of approximately eight to ten miles, which was on the way to Claimant's residence. Claimant testified that, at that time, he did not notice anything unusual about Scott's driving.

When they got to the frontage road it was approximately 8:30 p.m., dark and about four hours after they

had finished work. They had stopped at a stop sign on the road and had started up again when they went off the road. Claimant testified that they fell off the road just like "boom." The van was tilted. Claimant stated that Scott was "trying to fight the van like he just kept holding the wheel and struggling and struggling and then at that point the van grabbed and shot straight across the road at a forty-five-degree angle." At that point, it hit another vehicle driven by a Mr. Southwick. After the impact, Claimant did not feel anything. Claimant subsequently was hospitalized, placed on a respirator and has suffered permanent paralysis of his lower body.

Claimant offered information by stipulation concerning his total amount of medical bills of $77,738.10. Claimant has a wife and three children. His wife helps with his daily care, he has received physical therapy, and he exercises the top half of his body. He needs the assistance of his wife to exercise the lower half of his body, as he cannot move it on his own.

The United States Department of Health and Human Service life table, which Claimant introduced, listed that a white male of 38 years old (Claimant's age) has an average life expectancy of 35.8 additional years.

On cross-examination, Claimant stated that Scott was familiar with the road and that Claimant had ridden with him on the Glenarm Frontage Road quite a lot. After the van dropped off the highway, Scott was trying to fight it back on the road. Claimant stated that he believed that the speed limit was 55 mph and he estimated that they were going approximately 35, 40 or 50 mph when the accident occurred.

Claimant's wife, Janet Westbrook, testified that, after the accident, she went to the scene of the accident and observed a drop-off between the road and the shoulder.

She measured the drop-off and found it to be at least three and one-half to four inches. She measured it in September of 1992. She had observed the drop-off in May of 1992, and from May of 1992 to September of 1992, it appeared to be the same. She measured along a strip of the roadway approximately 200 feet long where the van went off. Mrs. Westbrook also testified concerning the effect of her husband's injuries on the family.

Edmund Gaffney, Maryellen Gaffney and Lisa Britz all testified that they live in the vicinity of the Glenarm Road and that they travel that road on a daily basis. The Gaffneys testified that they had observed a drop-off of approximately three to four inches and that the drop-off had been there from 1984 to 1993. During the period from 1984 to 1993, they did not notice any maintenance being performed on the drop-off. Mrs. Gaffney testified that, in approximately 1984, she had a bicycle accident in which she skinned her knee trying to get back on the main road from the shoulder.

Ms. Britz testified that she traveled the Glenarm Road between 1989 and 1993 approximately three or four times a week. She had observed the drop-off and had not observed any maintenance on the drop-off.

Claimant offered deposition testimony from John Werschey, an employee of the Illinois Department of Transportation (IDOT). Mr. Werschey testified that he is a records specialist for IDOT's District 6. Mr. Werschey testified that there is no set pattern of checking the roads which are maintained by IDOT, but it is the responsibility of all employees to report trouble spots when they become aware of them. Highway maintainers and roadrunners go over the roads in the district plowing snow and picking up dead animals, and they probably will be on every road in the district at least once a month. IDOT's

maintenance records are kept by large subsection designations for cost accounting purposes and do not break out as small a section of an individual road as is in question in this case. If complaints had been received by IDOT concerning the frontage road in question, IDOT would have kept them in their complaint file. Mr. Werschey testified that he had examined their files and had not found any complaints as to that particular road.

Russ Militello, the program engineer for District 6 of IDOT, testified by deposition also. Mr. Militello testified that his responsibility is to coordinate the needs of the highways under IDOT's jurisdiction in the 15 counties which make up District 6. There is an inspection and rating system in place for the pavement surfaces of the roads maintained by IDOT, but not for the shoulders. The pavement rating for the road in question was 5.5 in July of 1991 and 5.3 in July of 1992, both numbers indicating a "fair" rating for the pavement surface. The records also indicated that, between 1988 and 1990, surface improvements had been made to the pavement in question. The frontage road in question is 24 feet wide, has an asphalt surface, two 12-foot lanes, a ten-foot shoulder, and the shoulder is a sod material.

Mr. Militello testified that if road construction activities create a drop-off of three inches or more, the contractor is obligated to barricade the drop-off. The AASHTO handbook, which is the highway safety handbook of the United States Department of Transportation, provides that large drop-offs at a pavement edge of significant lengths may be construed as hazardous. AASHTO guidelines specify that shoulders should be constructed and maintained flush with the pavement surface, but Mr. Militello testified that these guidelines are for interstate highways. IDOT has lesser standards for low volume roads and

it would be cost prohibitive to build hard surface shoulders for every road in Illinois. AASHTO guidelines also provide that regular maintenance is necessary to maintain a flush shoulder, and a drop-off can adversely affect driver control when driving on to the shoulder at any appreciable speed.

William Jacquot testified that he is the safety claims manager with District 6 of IDOT and has been in that position for 14 years. He testified that IDOT keeps, in the normal course of business, complaints of road conditions. If complaints are taken over the telephone they are reduced to writing. He had reviewed the records for this case and did not find any claims or complaints about the roadway or its shoulder in the area of the accident from 1985 to the date of the accident. Mr. Jacquot admitted on cross-examination that someone could drive off the road, have trouble getting back on, and, as long as that person never made a complaint, IDOT would never know about it.

An affidavit of Robert Seyfried of the Traffic Institute of Northwestern University in Evanston, Illinois, was admitted by agreement. Mr. Seyfried stated that he had reviewed various materials from this case and had an opinion to a reasonable degree of scientific engineering certainty as follows:

> "a. The edge drop-off of the shoulder in question appears to be less than three and one-half inches. Edge drop-offs of this magnitude are common along many roads and do not present any safety problems for a reasonably alert driver.
>
> b. The edge drop-off of the shoulder in question should not have had any significant effect on the driver's ability to control the car.
>
> c. A reasonably alert driver should have had no trouble getting back on the road and safely returning to his lane of travel without encroaching over the center line."

Respondent also admitted Respondent's exhibit number 1, which is a certified copy of the conviction of driving

under the influence of alcohol of Scott King as a result of the incident in question.

The State is not an insurer of the conditions of the highways under its control but does have a duty to the public to use reasonable care in maintaining its roadways. To prevail in this case the Claimant must prove that the State was negligent, that the State's negligence was the proximate cause of the injury, and that the State had actual or constructive notice of the defect. Even though the doctrine of comparative negligence has been adopted in the State of Illinois, it did not extinguish the requirement of proximate cause. *Jacobs v. State* (1996), 49 Ill. Ct. Cl. 16.

This Court has considered many cases involving accidents with highway shoulder drop-off involvement. In a number of cases the driver of the vehicle in question was found to have caused the accident by driving off of the shoulder and failing to slow down properly to be able to get back on to the pavement safely. *Lee v. State* (1964), 25 Ill. Ct. Cl. 29; *Alsup v. State* (1976), 31 Ill. Ct. Cl. 315; *Dellorto v. State* (1979), 32 Ill. Ct. Cl. 435; *Hill v. State* (1978), 32 Ill. Ct. Cl. 482; *Jacobs v. State* (1996), 49 Ill. Ct. Cl. 16.

In *Alsup* and *Hill*, the Court held that six-inch drop-offs did not constitute negligence *per se*. In *Dellorto*, a car driven by another party went off the road. The other party failed to slow his vehicle to get back on the highway safely and went into the opposite lane, causing the deaths of the Claimant's decedents. The Court found that, while the State may have furnished a dangerous condition, the negligence of the other party in going off the highway and onto the shoulder for no justifiable reason, and the negligent manner in which he tried to get back on the highway, was the sole, proximate cause of the accident.

There is no doubt that Keith Westbrook was tragically and severely injured in the accident that occurred May 15, 1992. However, the proximate cause of the accident was not the negligence of the State. For no apparent reason, Scott King drove his van off of the roadway in a forceful manner. The testimony of the Claimant was that there was a very big sound when Scott went off of the road and that Scott immediately tried to fight the van back on to the road. There was no evidence that Scott ever attempted to slow down to return to the road in a safe manner. Also, Scott admitted that he was intoxicated. The proximate cause of Claimant's injuries was the negligence of Scott King in driving the car off the road and then failing to use due care in getting the car back on.

This claim is hereby denied and dismissed.

(No. 94-CC-3723—Claim dismissed.)

VANCOM MANAGEMENT SERVICES, INC. and HAYWOOD CARR, JR., Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed August 30, 1999.

BOLLINGER, RUBBERY & GARVEY (WILLIAM J. ROGERS, of counsel), for Claimants.

JIM E. RYAN, Attorney General (JACQUELINE K. WILLIAMS, Assistant Attorney General, of counsel), for Respondent.

CONTRIBUTION AND INDEMNITY—*release must specifically discharge State as joint tortfeasor.* A release must specifically discharge the State as a joint tortfeasor before a contribution action against the State will be entertained.

SAME—*contribution sought from State for settlement of wrongful death case—claim dismissed.* The Claimants' action seeking contribution from the State and a State-funded daycare facility arising out of the Claimants' settlement of a wrongful death case was dismissed because, although the State was

specifically identified as a releasee in a separately executed settlement agreement between the daycare facility and the decedent's estate, the State was not named as a party or releasee in the Claimants' *pro rata* settlement with the estate.

ORDER

JANN, J.

This cause comes on to be heard on Claimants' motion to vacate the court's order of dismissal entered April 20, 1999. Due notice having been given and the Court being fully advised in the premises finds:

Claimants' motion cites the Court's receipt of its reply to Respondent's motion to dismiss prior to entry of the order of dismissal. We apologize that Claimants' response was docketed on April 14, 1999, by the clerk but not forwarded to the Court prior to consideration of Respondent's motion and entry of the order of April 20, 1999. We hereby vacate our April 20, 1999, order for the purpose of consideration of Claimants' response in opposition to Respondent's motion to dismiss received by the clerk within the statutory period for response.

This cause seeks contribution from Respondents, State of Illinois and Cornerstone Services, Inc. for settlement of a wrongful death case in the Circuit Court of Cook County. Claimants Vancom and Haywood Carr, Jr. paid $450,000 to the decedent's estate's representative, American National Bank, pursuant to a settlement agreement dated December 5, 1997. Cornerstone Services, Inc., "a state-funded daycare and residential facility" (Claimants' complaint, count II, paragraph 1) named as a Respondent, paid $115,000 in settlement and release of the wrongful death action pursuant to a December 23, 1997, agreement and a Circuit Court of Cook County order entered November 13, 1997.

Claimant asserts a right to contribution from the State and Cornerstone commensurate with the relative degree of fault attributable to each Respondent. Respondent argues that Claimants have no right of contribution against the State of Illinois arising from its settlement with decedent's estate because the State was not specifically designated as a party or releasee in the settlement agreement. The State was specifically identified as a releasee in the Cornerstone settlement/release agreement. Claimants are not named parties in said Cornerstone agreement indicating the releases were not jointly agreed after proceeding to trial "between all parties with each named defendant contributing to the joint settlement" as alleged by Claimants' memorandum at page 7. The evidence before us indicates two explicitly individual releases which are notably different in format and content were executed by Vancom/Carr and Cornerstone to settle cause no. 93L08614. The releases do not indicate contribution by all parties defendant in 93L08614. Both the Circuit Court order of November 13, 1997, approving settlement and the releases of December 5, 1997, and December 23, 1997, refer to contribution by only Vancom/Carr and Cornerstone in actual payments to the decedent's estate and heirs. The Circuit Court's order further notes that the contribution actions of Claimants herein and Cornerstone pending in the Court of Claims were not barred and specifically reserved.

However, the Cornerstone release of December 23, 1997, which Claimants have introduced as an exhibit (B) to their memorandum raises several issues. First, Claimants reference a trial prior to the settlements at issue with "contribution" by defendants. Second, the release between Cornerstone and decedent's estate's administrator references that the "sums paid by and on behalf of Releasees are fair and reasonable sums constituting payment and full

satisfaction of the pro rata share of any and all liability that may be asserted against Cornerstone, Howe, State of Illinois * * * including all claims for contribution that may be asserted against these named defendants herein pertaining to the Illinois Contribution Act, 740 ILCS 100/0.01 *et seq*." (Claimants' exhibit B, page 8, paragraph T). The Circuit Court's order also referenced voluntary dismissal of the contribution actions among Vancom/Carr and Cornerstone. Claimants' exhibit A, paragraph C.

The evidence before us indicates that proportionate liability was either ascertained by the trier of fact or agreed by the parties in the Circuit Court case underlying the actions herein and the releases subsequently signed by Claimants and Cornerstone to settle the wrongful death suit. The State of Illinois and Howe Development Center are specifically identified as releasees in the Cornerstone settlement/release, though the State was not a party defendant due to jurisdiction in the Circuit Court case. By Claimants' admission Vancom/Carr and Cornerstone paid damages to the same party, the administrator of decedent's estate, for specific considerations, both legal and monetary. We may not infer release of Respondent for the specific considerations tendered by Claimants in a clearly discreet and separate agreement from that executed by Cornerstone.

The Court of Claims has adopted *Alsup v. Firestone Tire and Rubber Co.* (1984), 101 Ill. 2d 196, 461, 351 for the precedent that a release must specifically discharge the State of Illinois as a joint-tortfeasor before a contribution action against the State may be entertained. *Hershey v. State* (1990), 43 Ill. Ct. Cl. 108, 115.

The record indicates Respondent was neither a named party nor released in Claimants' *pro rata* settlement/payment under *Alsup, Id.* and may not maintain a claim for contribution against Respondent.

Respondent's motion to dismiss is hereby granted upon the amended order of the Court.

(No. 95-CC-0554—Claimant Evelyn Starr awarded $100,000; Claimant Albert Starr awarded $50,000.)

EVELYN STARR and ALBERT STARR, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed December 7, 1999.

JANSSEN LAW CENTER (JAY H. JANSSEN, of counsel), for Claimants.

JIM E. RYAN, Attorney General (DEBORAH L. BARNES, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*tractor mowing in median—flying rock injured motorist—damages awarded.* Where a Department of Transportation employee who was operating a tractor-mower in a highway median, ran over a rock which shattered the windshield of a passing vehicle injuring the driver, the State was negligent in failing to comply with its own regulations requiring that an inspection be made of the area prior to mowing, and damages were awarded to the driver for her injuries and to her husband for loss of consortium.

ORDER

MITCHELL, J.

This matter is before the Court pursuant to briefs filed by both the Claimants and the Respondent. The case was previously tried in the Circuit Court of Tazewell County. The Appellate Court of Illinois, Third District, issued an opinion on October 31, 1997, vacating the judgment of the Circuit Court, stating that the Circuit Court lacked subject matter jurisdiction to hear the case. The matter was then brought before the Court of Claims and the parties agreed that, in place of another trial, they would submit the entire record of the proceedings to the Court for consideration and determination.

This claim arises out of an injury to the Claimant, Evelyn Starr, while driving her vehicle west upon Interstate 74 near Morton, Illinois on October 13, 1993. Her husband, Albert Starr, was a passenger in said vehicle. At the same time and place, an Illinois Department of Transportation employee, Joseph Ward, was operating a tractor-mower in the median of the highway. At the moment the Starr vehicle passed the tractor, Mr. Ward drove the tractor over a rock propelling it into the windshield of Starr's vehicle impacting on Evelyn Starr's face rendering her unconscious and severely injured. Evelyn Starr was taken to St. Francis Hospital in Peoria, Illinois and underwent surgery. She claims extensive and permanent injuries to her face, jaw and left eye. Her husband, Albert Starr, claims a loss due to loss of consortium for the injuries caused to the Claimant, Evelyn Starr.

During the course of the trial, Claimants presented instructions of department procedures for the mowing of grass. Of particular interest in the department regulations was section 14.11, which states that "to minimize throwing debris by rotary motors, police the right of way at least prior to the first mowing of the season." The evidence showed that construction had taken place between April 22, 1993, and October 13, 1993, with no mowing having been performed on that stretch of the highway. Typically, the area would have been policed prior to the first mowing of the season, but due to construction the grass had not been mowed and had attained three feet in height. On the day in question, Mr. Ward had not inspected the area prior to the mowing which took place on October 13, 1993. The tractor was being operated by Respondent Ward, at almost full throttle and in low gear resulting in the throwing of the rock which ultimately struck Claimant, Evelyn Starr.

Claimants rely on *J. J. Altman & Co., Inc. v. State* (1982), 35 Ill. Ct. Cl. 731, wherein the claimant sought judgment against the State for damages to its vehicle by debris propelled from a mower. The Court awarded the claimant damages on the theory of *res ipsa loquitor*. Since the claimant did not contribute to the damage, the State was in control of the instrumentality that caused the damage and the State did nothing to prevent the damage from occurring.

The Claimants argue this is similar to the facts of the current case and insufficient actions were taken by the State to prevent this from occurring.

The Circuit Court entered a judgment on behalf of the Claimants in the amount of $250,000 prior to it being overturned.

The Respondent denies any negligence on the part of the State in the operation of the tractor-mower.

Furthermore, the Respondent argued that the case should be denied because Claimants had failed to exhaust remedies in bringing a product liability claim against the manufacturer of the mower. The Court finds no support whatsoever to this claim.

The Respondent argues that the Respondent is immune from liability under the doctrine of public official immunity and cites *Currie v. Lao* (1992), 148 Ill. 2d 151. The purpose of the Doctrine of Public Official Immunity Act was to protect public officials in the performance of discretionary duties. We do not believe that the doctrine of public official immunity applies in the present case.

As to the negligence claim, the Court agrees with Claimants that the State was negligent in failing to comply with section 14.11 of the State departmental regulations requiring that an inspection be made prior to the

first mowing. Even if an inspection was made in April, roughly six months earlier, it would be tantamount to no inspection at all, given the fact that construction had occurred during the six months. Therefore, the Court finds that the State was negligent and said negligence resulted in the injuries to Claimants.

The Claimants argued that the tractor-mower was a vehicle and they should not be limited to the $100,000 damage limitations. However, the Court does not agree. *Black's Law Dictionary* defines vehicle as: "That in or on which a person or thing is or may be carried from one place to another * * *."

There have been many cases interpreting what is and is not a vehicle; however, I have found none decided by the Court of Claims. The courts have been consistent in stating that railroads and streetcars are not considered to be vehicles because they operate on a rail rather than on the road. Here the tractor which was pulling the mowers was not being operated on the roadway itself but was being used as equipment. The Court believes that it was the legislative intent that "vehicle," for purposes of the Act, meant vehicles being operated on the roadway. Therefore, the Court finds that the $100,000 limitation does apply and awards Claimant, Evelyn Starr, the sum of $100,000 and her husband, Albert Starr, the sum of $50,000 making a total of $150,000.

(No. 95-CC-0594—Claimants' motion for summary judgment dismissed; petition for rehearing denied; claim dismissed.)

SHARON FARRELL, WENDELL LAWSON, JOSEPH MCCULLOUGH, MARSHA MCCULLOUGH, THOMAS MUMMEY, EVELYN DUBREE, DIXIE MILLER and KARLA SMITH, Individually, and on behalf of a class of employees of Wittek Industries, Inc. from 1990-1994, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion on motion to dismiss filed May 7, 1997.

Supplemental opinion on denial of rehearing filed September 4, 1997.

Order filed January 10, 2000.

GEORGE C. HOOK, P.C., for Claimants.

JIM E. RYAN, Attorney General (EDWIN L. DURHAM, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*rights of third-party beneficiaries*. An intended beneficiary is intended by the two parties to a contract to receive a benefit for the performance of the agreement, and therefore, an intended beneficiary has rights under a third-party beneficiary contract, while an incidental beneficiary has none.

SAME—*presumption against creating rights in third-party beneficiary*. Under Illinois law, there is a strong presumption against creating rights in a third-party beneficiary, and to overcome this presumption, the intent to benefit a third party must affirmatively appear from the language of the instrument and the circumstances surrounding the parties at the time of its execution.

SAME—*employees' third-party beneficiary claim seeking to enforce employer's contracts with State dismissed.* Former employees of a manufacturing company could not sue the State for breach of a series of grant agreements entered into between their employer and the State since the evidence did not support the employees' assertion that they were third-party beneficiaries of the agreements, where the contracts in question did not manifest any intent to benefit the employees individually or as a group, but rather were intended to directly benefit their employer and the Illinois economy.

JURISDICTION—*claim alleging misuse of social security numbers dismissed.* The Claimants' action alleging that the State violated federal and state statutory law by disclosing the Claimants' social security numbers in an enforcement action brought against their employer was dismissed, because the Court lacked jurisdiction to entertain a claim for violation of federal law and, with respect to the alleged state law violation, the statute in question, the Illinois Vehicle Code, did not expressly apply to the Claimants' suit, nor did it allow for an implied private cause of action.

TORTS—*intentional interference and invasion of privacy claims dismissed.* After the Claimant employees were granted leave to file amended

counts to assert their claims of intentional interference with a contract, intentional interference with a prospective advantage and invasion of privacy against the State, their failure to comply with the Court's order directing them to have an attorney enter an appearance resulted in the claims being dismissed for want of prosecution.

OPINION ON MOTION TO DISMISS

EPSTEIN, J.

Eight Claimants bring two claims against the State (counts I-II) on behalf of themselves and a purported class of 700+ former employees of Wittek Industries, Inc. ("Wittek"), which operated in Galesburg, Illinois, and two claims (counts III-IV) on behalf of themselves and a purported sub-class of 139 of the former Wittek employees who were the subject of an enforcement action against Wittek by Respondent's Department of Labor ("IDOL").

Count I alleges that the Respondent breached certain contracts between Wittek and the Respondent's Department of Commerce and Community Affairs ("DCCA"), which Claimants seek to enforce as third-party beneficiaries. Count II asserts the intentional torts of interference with contract and with prospective economic advantage, alleging that the Respondent interfered with Claimants' current and prospective employment with Wittek. Count III asserts state and federal statutory violations, alleging that IDOL misused and appropriated the Claimants' social security numbers and other information. Count IV asserts invasions of privacy by IDOL.

These four putative class claims, seeking $70,000,000 plus in damages ($100,000 per Claimant) on counts I and II and unspecified damages on counts III and IV, are before us on two threshold motions that were fully briefed and orally argued to the Court: (1) the Claimants' motion for certification of the class and sub-class pursuant to section 2—802 of the Code of Civil Procedure, which *inter*

alia has provoked a challenge by the Respondent to this Court's jurisdiction to entertain class actions; and (2) the legal issues raised by the Respondent's motion for summary judgment on all four counts, which the Court has taken solely as a section 2—615 motion to dismiss based on the allegations of the complaint and the DCCA-Wittek contract documents that were produced by the Respondent pursuant to the Court's order of November 19, 1996.

Procedural Posture of the Case

The Court has determined, unusually, to take up only some of the issues, i.e., the facial legal issues, that are raised in the Respondent's summary judgment motion. We adhere to our refusal to consider, at this point, the fact-based defenses that were raised in the pending motion, despite the Respondent's persistent efforts to renew those arguments at this stage of the case.

The Court will proceed step-wise in this case. The legal issues raised that can be adjudicated on the face of the complaint and on the contract document record should be decided expeditiously.[1] There is no reason to delay resolution of those threshold issues.

However, the same cannot be said of the fact-sensitive issues raised in the Respondent's summary judgment

[1] The contract record before us, consisting of nine compiled volumes of documentation, was filed by the Respondent only as a result of the Court's insistence (order of November 26, 1996) in the face of the Respondent's foot dragging and the Claimants' cavalierly passive discovery efforts. We have been tolerant of the Claimants, who recognized that their contract complaint was defective for omitting the contract documents (*see* complaint, paragraph 6). Because of the magnitude and urgency of these claims, as well as the complexity of the contracts, and with the objective of getting to the core of these disputes, we ordered full and prompt production and have allowed the Respondent's document production to satisfy what is ordinarily a claimant's pleading burden. This does not, however, signal acceptance of the Claimants' allegation that the Wittek-DCCA contract documents were unavailable to them and must be obtained from the Respondent (complaint, paragraph 6), given that Claimants' counsel was formerly counsel to Wittek.

motion. We will not now take up the Respondent's contention that it did not (and that Wittek did) breach the grant agreements on which counts I and II are predicated. We defer consideration of such issues because of the large and burdensome factual record that is required to adjudicate the issues of compliance, entitlement, interference and breach relating to the DCCA-Wittek agreements and because of the incompleteness of the extensive discovery requested by the Claimants. Those defenses may or may not ever be determinable by summary judgment rather than trial. But they surely are not determinable now or any time soon, and not before completion of a discovery process between these parties that promises to be protracted and contentious. The fact-based issues can be taken up later if necessary.

On the class issues, the Court directed that a hearing be conducted on the fact-related aspects of the certification issues under section 8—204 of the Code of Civil Procedure (735 ILCS 5/8—204). We also directed the parties to submit their suggestions for management of the classes, particularly the notice mechanics, in the event the Court did assert jurisdiction and certify one or more Claimant classes. For reasons inadequately explained, neither party addressed those issues beyond the initial pleadings and motions.

The Class Action Issues

Respondent vigorously opposes the class certification motion, and contends that the Court of Claims lacks jurisdiction to entertain a class action. Claimant asserts that this Court has the authority to entertain class actions by virtue of the class action provisions of the Code of Civil Procedure (part 8 of article II; 735 ILCS 5/2—801 *et seq.*). The Code, like the rules of the Illinois Supreme Court, has been adopted by this Court "[E]xcept as

herein otherwise provided by" this Court's rules. Regulation 790.30 "Pleadings and Practice," 74 Ill. Admin. Code, section 790.30.

Neither party has found, nor has our research, any decision of this Court or of the constitutional courts of Illinois that directly addresses or decides this jurisdictional issue. In this sense, this is an issue of first impression.

On the other hand, in at least one case this Court did entertain a class action and did adjudicate issues on behalf of a claimant class. (*Gendel v. State* (1984), 38 Ill. Ct. Cl. 76.) (Roe, C.J.).) However, in *Gendel*, the court's opinion assumed rather than decided the class jurisdiction issue. Chief Justice Roe's opinion applied the Code class provisions without any discussion of their vitality in the Court of Claims. There is no indication that any party in *Gendel* raised any jurisdictional issue. *Gendel* is thus of limited precedental guidance.

The other "class actions" that the Claimants cite as class precedents in this Court were not true class adjudications. Those cases were examples of class awards or joint awards entered by this Court on stipulations or following class judgments or class settlements in other courts, *e.g.*, *Peltz v. State* (1981), 34 Ill. Ct. Cl. 284; *Acoff v. State* (1981), 35 Ill. Ct. Cl. 364; *Coppetelli v. State* (1981), 35 Ill. Ct. Cl. 328.

In light of the unsettled status of this class jurisdiction question, and in light of our disposition of the complaint at this stage of this case, the Court declines to reach the class action issues at this time as it is unnecessary to do so. We will return to this briefed and argued issue when and if we are required to do so in the course of future proceedings.

Count I
Breach of Contract—Third Party Beneficiary

Claimants' breach of contract theory in count I of their complaint is predicated on a series of "promises" that the Respondent, through DCCA, made to Wittek in its "Incentive Letter" of November 1990 (and earlier versions of that letter, and in ensuing grant contracts) to provide $1,000,000 to Wittek as a training grant for use in training Wittek employees in Illinois and to provide a $2,000,000 grant to Wittek for "acquisition of machinery, equipment, improvements and" moving expenses. These "promises" were undisputedly made by DCCA in order to induce Wittek to consolidate its manufacturing operations in Illinois, specifically in Galesburg, which it ultimately did and where it ultimately failed and went out of business.

Claimants allege that the Respondent breached the Wittek-DCCA agreements by both tardy and short payments of the "promised" grant funds. The Claimants further allege that the Respondent's failure timely to provide the full "promised" $3,000,000 "caused" enormous damages (complaint, pars. 8, 13):

> "8. As a result of the failure to provide all funding and the substantial delay in * * * Wittek experienced a severe cash flow crunch, was forced to lay off workers, thereby losing the training that they had received, and became prey to the predations of a cabal of community leaders, key employees and their financial backers, who attempted to put Wittek into bankruptcy and out of business. Eventually, as a result of the State's niggardliness, in breach of its contracts with Wittek, it was forced out of business.
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> 13. As a consequence of the State's breaches of its contracts with Wittek, the Claimants lost training benefits and steady jobs as well as credit and respect in their community and housing, suffering repossession of their goods, eviction from their apartments, foreclosure of their homes, other dispossessions, bankruptcy, divorce, delinquency, social stigmatization, medical problems, affronts to their human dignity, and other depredations which have devastated them economically, emotionally, psychologically and socially, all to their damage far in excess of the $100,000 per Claimant to which the State limits them under the Court of Claims Act."

Claimants seek to enforce the DCCA-Wittek contracts, and seek compensatory redress for those allegedly (in part) consequential injuries and damages, on a third-party beneficiary theory, alleging (complaint, par. 12):

> "12. When the State entered into the * * * contracts with Wittek it intended the Claimants to benefit from the contracts with Wittek by providing them with training and jobs from a stable company made so, in large part, by funds provided by the State."

The Respondents attack Claimants' claim to third-party beneficiary status with respect to the DCCA-Wittek contracts. Respondent contends that the Wittek employees in Galesburg or elsewhere in Illinois (seemingly including prospective employees as of the time of the "promises" by DCCA) were at best incidental rather than direct intended beneficiaries of the agreements with DCCA and thus cannot, under Illinois law, claim third-party beneficiary status to enforce the DCCA-Wittek contracts. Respondent advances this contention as to the "Inducement Letter," which was the core agreement, as well as to the subsequent training grant agreement (the "Industrial Training Program Agreement" or "ITP Agreement") and the "Modern Assessment Grant" and the modernization and retooling grant under the "Build Illinois Program" administered by DCCA.

The Claimants argue vigorously that they were specifically intended to benefit from the contracts, particularly the job training grant funds, and are thus as a group within the ambit of the intended beneficiaries who can enforce these agreements.

The Illinois contract law of third-party beneficiaries is settled and clear, although not always so easy of application. As Justice Rizzi of the First District Appellate Court so succinctly stated recently:

> "There are two types of third party beneficiaries. There are intended beneficiaries and incidental beneficiaries. An intended beneficiary is intended by the two parties to the contract to receive a benefit for the performance of the agreement.

* * *

Only an intended beneficiary has rights under a third party beneficiary contract. An incidental beneficiary has no rights under a third party beneficiary contract. *B.C. v. J.C. Penney Co.* (1990), 205 Ill. App. 3d 5, 15, 150 Ill. Dec. 3, 9, 562 N.E.2d 533, 539." *MDB Enterprises, Inc. v. American National Bank of Chicago* (1st Dist. 1995), 275 Ill. App. 3d 164, 655 N.E.2d 1061, 1064, 211 Ill. Dec. 678, 681.

This Court has recognized and applied the settled distinction between intended/direct beneficiaries and incidental beneficiaries many times. In *Paul-Mar Steel Corp. v. State* (1991), 44 Ill. Ct. Cl. 13, 16, this Court held:

"The general rule with respect to third-party beneficiary actions in Illinois is well-settled. If a contract is entered into for a direct benefit of a third person, not a party to the contract, such third person may sue for breach thereof. The test is whether the benefit to the third person is direct or incidental. As long as the benefit is direct, that individual may sue on the contract."

More recently, in *Sargent & Lundy v. State* (1996), 48 Ill. Ct. Cl. 333, this Court held:

"Under Illinois law, there is a strong presumption against creating rights in a third-party beneficiary. *Midwest Concrete Products Co. v. LaSalle National Bank* (1981), 94 Ill. App. 3d 394. To overcome this presumption, the intent to benefit a third party must affirmatively appear from the language of the instrument and the circumstances surrounding the parties at the time of its execution. *Bates & Rogers Construction Corp. v. Greely & Hansen* (1985), 109 Ill. 2d 225. The [Supreme] court in *Bates & Rogers, supra*, stated:

'Only third parties who are direct beneficiaries have rights under a contract. It is not enough that the third party will reap incidental benefits from the contract. The test is whether the benefit to the third person is direct to him or is but an incidental benefit to him arising from the contract. A third party is a direct beneficiary when the contracting parties have manifested an intent to confer a benefit upon the third party.'"

The Illinois law of third-party beneficiary status was largely settled in our Supreme Court's 1931 decision in *Carson Pirie Scott & Co. v. Parrett* (1931), 346 Ill. 252, 258, 178 N.E. 498. In *Popp v. Dyslin* (2d Dist. 1986), 149 Ill. App. 3d 956, 500 N.E.2d 1039, 1043-44, 102 Ill. Dec. 938, 942-943, the Appellate Court summarized this point as follows:

"The law of Illinois is that a third party is a direct rather than an incidental beneficiary only if the contracting parties have manifested in their contract

an intention to confer a benefit upon the third party. *Altevogt v. Brinkoetter* (1981), 85 Ill. 2d 44, 54, 51 Ill. Dec. 674, 421 N.E.2d 182; *Midwest Concrete Products Co. v. LaSalle National Bank* (1981), 94 Ill. App. 3d 394, 396-97, 49 Ill. Dec. 968, 418 N.E.2d 988.

> 'The rule is, that the right of a third party benefited by a contract to sue thereon rests upon the liability of the promisor, and this liability of the promisor must affirmatively appear from the language of the instrument * * * The liability so appearing cannot be extended or enlarged on the ground, alone, that the situation and circumstances of the parties justify or demand further or other liability.' *Carson Pirie Scott & Co. v. Parrett* (1931), 346 Ill. 252, 258, 178 N.E. 498.
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> * * * However, it is not enough that the parties to the contract know, expect or even intend that others will benefit. The contract must be undertaken for plaintiff's direct benefit, and the contract itself must affirmatively make this intention clear." *Waterford Condominium Association v. Dunbar Corp.* (1982), 104 Ill. App. 3d 371, 373, 60 Ill. Dec. 110, 432 N.E.2d 1009.

Similarly, the dispositive Illinois case law has been more comprehensively but tersely summarized by Justice Scariano in *B.C. v. J.C. Penney Co., Inc.* (1st Dist. 1990), 205 Ill. App. 3d 5, 150 Ill. Dec. 3, 9-10, 562 N.E.2d 533, 539-540:

> "A third party acquires no rights to damages arising from the breach of a contract entered into by others unless the agreed-to provision at issue was intentionally included for the direct benefit of the third party. (*Altevogt v. Brinkoetter* (1981), 85 Ill. 2d 44, 51 Ill. Dec. 674, 421 N.E.2d 182; *Carson Pirie Scott & Co. v. Parrett* (1931), 346 Ill. 252, 178 N.E. 498; *Wheeling Trust & Savings Bank v. Tremco, Inc.* (1987), 153 Ill. App. 3d 106.) This intent 'must affirmatively appear from the language of the instrument when properly interpreted and construed.' (*Parrett*, 346 Ill. at 257-8, 178 N.E. at 501.) It is not necessary that the contract specifically name a third-party beneficiary if it adequately defines a class of individual beneficiaries. (*Altevogt*, 85 Ill. 2d at 55, 51 Ill. Dec. at 679, 421 N.E.2d at 187.) However, there is a strong presumption that the parties to a contract have not acted for the benefit of anyone other than themselves, and this presumption can be overcome only by language '"so strong as to amount practically to an express declaration."'" *People ex rel. Harrtigan v. Community Hospital* (1989), 189 Ill. App. 3d 206, 218, 136 Ill. Dec. 702, 709, 545 N.E.2d 226, 233 (quoting *Metro East Sanitary District v. Village of Sauget* (1985), 131 Ill. App. 3d 653, 86 Ill. Dec. 760, 475 N.E.2d 1327); see also 17 Am. Jur. 2d *Contracts* §304, at 730 (1964).

Applying these principles and rules to the Claimants' allegations and to the contracts in this case, and after detailed, painstaking review of all of the contract documents,

the Court agrees with the Respondent and concludes that the Claimants (and their putative class) as Wittek employees were but incidental beneficiaries who cannot, as a matter of law, enforce the DCCA-Wittek agreements.

First, we fail to find any expression of intent to benefit these employees or any actual or future Illinois or Galesburg employees, individually as a group. Second, we also fail to find in any of the contract documents any indication whatever of an intent to provide funds to assure permanent or stable jobs to those hired by Wittek or to provide State funds to "stabilize" Wittek, as Claimants have alleged. The Court notes that Claimants did not identify any specific language in any of the contract documents that might provide the nexus to the Wittek employees as intended or direct beneficiaries.

The manifested intent of these agreements was to benefit Wittek by offsetting and subsidizing the costs of moving facilities and operations to Illinois and the expenses of consolidating its Illinois operations in Galesburg. The agreements reflect a general purpose of benefitting the Illinois economy and taxpayers and the Galesburg and larger Knox County economies and taxpayers, as well as all of the people in that region of the State, including Wittek employees and providers and their employees and providers. That, however, falls short of direct or intended benefits within the meaning of the rule.

The strongest argument advanced by Claimants, plainly, is the $1,000,000 of job training funding, as that contractual undertaking necessarily and predictably would benefit those receiving the training. But even there, the contract documents make it clear that it is Wittek and the Illinois economy that are the direct and intended beneficiaries, and the employees of Wittek just like the owners of the local businesses in and around

Galesburg were incidental beneficiaries who would reap the economic spinoffs and ripples of the Wittek move to Galesburg.

Because this conclusion turns primarily on the contract language, which is before us in undisputed and complete and immutable form, we must dismiss count I with prejudice.

Count II
Interference with Contract and Prospective Advantage

In their count II claim, the Claimants allege that State officials for political and malicious motives, intentionally "interfered" with the Claimants' "valid and sustainable employment relationship" with Wittek (complaint, par. 14), as well as with their "reasonable expectation that they would receive training." (Complaint, par. 15.) Claimants allege that the "interference" consisted of "by late funding" of the Wittek-DCCA grant agreements (complaint, par. 16) and by "not funding at all training and other obligations." (*ibid.*) Claimants assert malice in that various State officials, from the Governor down are alleged to have "determined for political reasons to disavow the Build Illinois Program and other similar programs created by the previous [State administration]" (complaint, par. 18) and that unnamed DCCA officials allegedly had a "animosity toward * * * a former DCCA executive [who] was an executive * * * of Wittek." (Complaint, par. 19.) And again, in somewhat conclusory language, Claimants ascribe their loss of employment and loss of training and other consequential injuries to the "interfering" failure to fund the promised grants.

This count does not require extensive analysis or comment. The Respondent attacks this count primarily on the "malice" and "intentional interference" elements of these two similar torts, and to a lesser extent on the

causation element. The Court has a number of fundamental problems with count II as pleaded.

First, there is a glaring gap between the allegations of "failure" to meet contractual obligations and failure to meet "reasonable expectations" on the one hand, and actual acts of interference with (1) the employment contract, even at-will employment or with (2) the Claimants' "legitimate expectancy" of a future business or contractual relationship. We find that the complaint fails to allege an actual interference, intentional or otherwise, and fails to allege facts that could constitute such an interference.

Second, there is a serious omission of factual allegations supporting all of the elements of these torts. Any claim of interference with existing contractual relations or with future expectancies of any kind must be actual factual allegations. Here we find conclusions, which are simply inadequate as a matter of pleading, and as a matter of fairness to the Respondent so it can know what to defend. If the Claimants mean to allege that DCCA or State officials interfered with their expectancies by taking actions that prevented Wittek from employing them, or prevented them from working for Wittek, they have not done so. There must be a factual allegation of affirmative intentional acts.

We need not further discuss this claim, as it is clearly not well pleaded. However, we cannot say as Respondent would have us do, that this claim is so fundamentally defective that it must be dismissed with prejudice. Existing employment contracts, even at-will relations, are susceptible to tortious interference claims in suitable circumstances. We cannot say at this point whether these Claimants' employment relations with Wittek, or their future employment expectations are or are not subject to such claims; we are short of confronting that issue in this case.

Accordingly, we will allow Claimants to replead count II, if they wish to do so, but we will direct that any repleading of the intentional torts of "interference with contract" and "interference with prospective advantage" or with any future business expectancy be *separately* pleaded in distinct counts.

Count III
Misuse of Social Security Numbers

In their count III, Claimants assert that the IDOL wrongfully brought an enforcement action against Wittek and its owner on behalf of (or for the benefit of) the Claimants but without their consent. That underlying allegation, however, is seemingly not the asserted basis of liability under count III. The factual liability basis alleged by Claimants in count III is that the IDOL "took" their private information, particularly Claimants' social security numbers, and wrongfully "published" and disclosed them in the complaint filed in the Circuit Court in the enforcement action brought by IDOL (by its director) against Wittek and its owner, Carmen Viana. *Chun v. Wittek Industries, Inc.*, No. 93-L-95 (Cir. Ct. Knox County, Ill.

Count III asserts that this disclosure violated three statutes: 42 U.S.C. section 405(vii)(I), 26 U.S.C. section 7213(a), and 625 ILCS 5/2—123(h). Complaint, pars. 30, 31, 33, 34, 35.

Insofar as count III asserts a violation of 42 United States Code section 405(vii)(I), a provision of the Social Security Act, or 26 U.S.C. section 7213(a), a provision of the Internal Revenue Code, or both, this Court lacks subject matter jurisdiction to entertain such claim(s). The jurisdiction of this Court does not extend to federal claims, nor encompass federal law. Our jurisdiction is established by section 8 of the Court of Claims Act (705 ILCS 505/8),

with little supplementation by other statutes, and simply does not include federal law violations. The claim for violation of the federal statute must be dismissed with prejudice for want of jurisdiction.

Insofar as count III asserts a violation of section 2—123(h) of the Illinois Vehicle Code (625 ILCS 5/2—123(h)), this Court has jurisdiction and must entertain the claim.

However, it is immediately apparent from even a cursory reading of section 2—123(h) of the Vehicle Code that that section—which does prohibit certain disclosures of social security numbers—applies *only* to the "Secretary." In that Act, the "Secretary" is defined to mean the Secretary of State of Illinois (625 ILCS 5/1—183), who is thus the sole target of section 2—123(h). The Secretary of State is not the IDOL. And the IDOL, at last glance, was not under the Secretary's jurisdiction or supervision. This statute clearly and glaringly has no applicability to the IDOL or to the facts alleged in this case.

Count III will accordingly be dismissed with prejudice.

Count IV
Invasion of Privacy

Count IV alleges a series of acts by IDOL that are characterized by Claimants' complaint as being wrongful and as being "unauthorized" and as "invasions of privacy." Although it is far from clear, count IV seems to claim or to assume, vaguely, that the IDOL's enforcement action in the circuit court required the prior consent of the Claimant-employees, which was not only not given, but was allegedly denied affirmatively by the Claimants to IDOL representatives.

Without detailing the arguments of the Respondent, it suffices to note that insofar as count IV is, or may be, predicated on a requirement of consent by Illinois employees such as the Claimants to enforcement actions against their employer by the IDOL, the Court is unaware of any such requirement, and Claimants have utterly failed to point to one in the statutes or common law of this state. The Respondent asserts, and we do not doubt, that at least generally under the applicable statutes, the IDOL asserts *public* not private rights in seeking enforcement of Illinois labor laws, such as the Minimum Wage Law, the Wage Payment and Collection Act and other wage and hour and terms of employment statutes, and are statutorily empowered to do so in their own prosecutorial and enforcement discretion. (*See, e.g.*, 820 ILCS 105/7; 820 ILCS 115/11(c); *see also, People ex rel. Martin v. Smith* (4th Dist. 1990), 205 Ill. App. 3d 553, 563 N.E.2d 1170, 1174; *People ex rel. Martin v. Lipkowitz* (3d Dist. 1992), 225 Ill. App. 3d 980, 589 N.E.2d 182, 184.) Insofar as count IV is based on a theory of a right of the employee-Claimants to veto the IDOL's enforcement action against Wittek, it must be dismissed for failure to state a cause of action.

However, the remainder of the vague and rambling allegations of count IV, including its "invasion of privacy" allegations—which are based, like count III, on the disclosure by the IDOL and the Attorney General of the Claimants' social security numbers in the circuit court complaint against Wittek—may stand on a different footing. The problem for this complaint in this regard is that one cannot determine what footing is being asserted. It is also difficult to determine from the complaint whether or not a distinct "invasion of privacy" claim is sought to be pleaded in count IV, apart from the "unauthorized filing" claim which we have dismissed, in light of the similar claim that

was asserted in count III. We will give the Claimants the benefit of the rather serious doubt, and allow them to try another time to plead an invasion of privacy claim in an amended count IV if they choose to do so.

In light of this disposition of count IV, we need not and thus will not reach the public official immunity defense to count IV that was asserted by the Respondent in its brief.

Order

For the reasons set forth above, it is now ordered:

1. Respondent's motion for summary judgment, taken as a section 2—615 motion to dismiss counts I-IV of the complaint, is granted as to counts I and III, and granted in part and denied in part as to counts II and IV, as follows:

2. Count I is dismissed with prejudice for failure to state a cause of action;

3. Count II is stricken; and Claimants are granted leave to file an amended count IIA to assert a tortious interference with contract claim, and an amended count IIB to assert a tortious interference with prospective advantage claim, within 35 days after the date of this order;

4. Count III is dismissed with prejudice for want of jurisdiction on the federal claims and for failure to state a cause of action as to the state statutory claim;

5. Count IV is dismissed with prejudice as to claims of unauthorized prosecution by the IDOL of the action against Wittek Industries, Inc. and is otherwise stricken; and Claimants are granted leave to file an amended count IV to assert invasion of privacy claims within 35 days after the date of this order;

6. The Claimants' motion for class certification, the Respondent's attack on class jurisdiction, and the remainder of the Respondent's summary judgment motion that was not considered are continued generally subject to further order of the Court.

SUPPLEMENTAL OPINION ON DENIAL OF REHEARING

EPSTEIN, J.

Claimants now petition us to reconsider the dismissal of their four-count complaint. The Respondent says that no new arguments are advanced in Claimants' petition for rehearing. We agree as to counts II and IV, which in any event have been abandoned by Claimants' filing of an amended complaint on those claims. However, as to counts I and III, the Claimants advance new authority and novel new arguments that deserve review.

Count I: Third-Party Beneficiary Status

To resurrect their claim to third-party beneficiary status, Claimants cite *People ex rel. Resnik v. Curtis & Davis, Architects & Planners, Inc.* (1980), 78 Ill. 2d 381, 400 N.E.2d 918, 36 Ill. Dec. 338, which they say upheld third-party beneficiary status in an analogous "training funds and programs" situation (Petition for Rehearing, par. 4 at 2). *Resnik*, however, involved a prison construction contract that is not remotely analogous to the instant grant/training contracts.

On the other hand, in *Resnik*, the Supreme Court applied the same *Parrett* standard for determining third-party beneficiary status that this Court applied in this case. In both cases, the contract language was dispositive. But the *Resnik* contract led to the opposite result because its language "specifically and * * * convincingly

display[ed] the intent * * * to make the * * * [third party] a direct beneficiary," (400 N.E.2d at 920, 36 Ill. Dec. at 340) unlike the contract language in this case. *Resnik* is plainly not a basis for reconsideration.

Claimants boldly request a trial on this issue nonetheless, urging that "the surrounding circumstances would conclusively establish that they were intended beneficiaries." (Petition for Rehearing, paragraph 10, at 3) Claimants do not claim they were intended *direct* beneficiaries, as required. But we do not reject their baseless trial plea for this inadequacy alone.

We recognize that under *Carson Pirie Scott & Co. v. Parrett* (1931), 346 Ill. 252, 257-258, 78 N.E. 498, 501, and its progeny, evidence of "the contract *and* the circumstances surrounding the parties at the time of its execution" (emphasis added) is admissible to glean the parties' intention as to third-party beneficiaries (*i.e.*, whether a direct benefit was intended to be conferred on the nonparty), although the contract language is the primary determinant. Claimants' plea for a trial on this issue, however, is unsupported by any pleaded or proffered allegations of such circumstances. There is no basis for a trial.

Count III: Misuse of Social Security Numbers

Claimants now "clarify" their count III claim, which seeks damages for the disclosure of their individual social security numbers by the Department of Labor (IDOL) in a circuit court complaint in which the IDOL sought to enforce Illinois wage and hour laws against Claimants' former employer. Count III was and is based on both federal and state statute (42 U.S.C. 405 and 26 U.S.C. 7213 [criminal statutes] and 625 ILCS 5/2—123(h) [section 2—123(h) of the Illinois Vehicle Code]). Now saying that they do "not directly rely on the [federal statutes],"

Claimants contend that count III asserts "an implied statutory tort based on the federal statutes and State non-disclosure policy." Petition for Rehearing, paragraph 20, at 7.

Raising an issue of first impression in this Court, Claimants ask us to recognize an implied statutory tort—*i.e.*, a private civil action implied from a statute that does not expressly create a private cause of action—emanating from a mix of federal and state statutes. Claimants invoke the "5-factor" standard for implied statutory torts established in *Sawyer Realty Group, Inc. v. Jarvis Corp.* (1982), 89 Ill. 2d 378, 432 N.E.2d 849, 59 Ill. Dec. 905 (recognizing implied private action for violation of the Real Estate Brokers and Salesmen License Act).[1]

We must reject this creative but wildly contrived effort to weave a cause of action out of fragments of federal and state statute.

First, this Court cannot predicate a claim on federal law, as we lack jurisdiction over federal claims. We cannot manufacture such jurisdiction by creating a state action implied partly from federal statute. We will not engage in such jurisdictional and intellectual bootstrapping.

Second, the *Sawyer* factors do not support an implied tort under section 2—123(h) of the Vehicle Code.

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[1] Claimants also cite *Heimgaertner v. Benjamin Electric Mfg. Co.* (1955), 6 Ill. 2d 152, 128 N.E.2d 691 (recognizing implied private action against employer under Election Code time-off-to-vote provision); *Boyer v. Atchison, Topeka & Santa Fe Ry. Co.* (1967), 38 Ill. 2d 31, 230 N.E.2d 173 (recognizing implied private action under Federal Safety Appliance Act). Claimants do *not* cite other prominent pre-*Sawyer* implied tort decisions: *e.g., Kelsay v. Motorola, Inc.* (1978), 74 Ill. 2d 478, 384 N.E.2d 348, 23 Ill. Dec. 554 (recognizing retaliatory discharge tort implied by the Worker's Compensation Act); *Hoover v. May Dept. Stores* (1979), 77 Ill. 2d 93, 395 N.E.2d 541, 32 Ill. Dec. 311 (rejecting implied private action under the 1957 Retail Installment Sales Act); *Teale v. Sears, Roebuck & Co.* (1976), 66 Ill. 2d 1, 359 N.E.2d 473, 3 Ill. Dec. 834 (rejecting implied private action under the age discrimination act and Missouri statute).

To the contrary, *Sawyer* and its progeny lead to the opposite conclusion.

We observe initially that the *Sawyer* factors are customarily stated as four, not five, factors. Claimants add a generic "public policy of the statute" factor, which does not reflect the post-*Sawyer* formulations and seemingly adds nothing of substance to the four *Sawyer* factors.[2]

As our Supreme Court summarized the *Sawyer* factors in *Corgan v. Muehling* (1991), 143 Ill. 2d 296, 574 N.E.2d 602, 609, 158 Ill. Dec. 489, 496 (finding private action implied by the Psychologist Registration Act), which it more recently excerpted in *Rogers v. St. Mary's Hospital of Decatur* (1992), 149 Ill. 2d 302, 597 N.E.2d 616, 173 Ill. Dec. 642 (recognizing implied private action under the X-Ray Retention Act):

> "Implication of a private right of action is appropriate only if: (1) plaintiff is a member of the class for whose benefit the Act was enacted; (2) it is consistent with the underlying purposes of the Act; (3) plaintiff's injury is one the Act was designed to prevent; and (4) it is necessary to provide an adequate remedy for violations of the Act." See *Sawyer Realty Group, Inc. v. Jarvis Corp.,* cite omitted.

Although the Supreme Court has reminded us that *Sawyer* "did not establish a rigid formula" and that its factors are not necessarily exclusive, *Board of Ed. of City of Chicago, v. A, C and S, Inc.* (1989), 131 Ill. 2d 428, 546 N.E.2d 580, 600, 137 Ill. Dec. 635, 655 (rejecting implied private action under Illinois Asbestos Abatement Act), the four-pronged *Sawyer* test remains the primary analysis for Illinois implied statutory torts.

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[2] This fifth factor was arguably stated in one pre-*Sawyer* opinion: In *Sherman v. Field Clinic* (1st Dist. 1979), 74 Ill. App. 3d 21, 392 N.E.2d 154, 161, 29 Ill. Dec. 597, 604 (recognizing implied private action under the Collection Agency Act), the court observed that the allegations "contravene the public policy of this State, as expressed in the * * * Act." However, that only says that that statute was allegedly violated, which relates to the existence of a particular claim, not to whether a private action is statutorily implied.

The *Sawyer* formulation, it is said, is different than the classic legislative intent standard that applies under federal law, *i.e.*, for implying private tort actions emanating from federal statutes. (*Sawyer, supra*, 432 N.E.2d at 853, 59 Ill. Dec. at 909.[3]) Although at first blush the Illinois *Sawyer* test appears to depart significantly from traditional legislative intent analysis, close review of the opinion demonstrates that *Sawyer* rests on the intent of the legislature (or perhaps the constructive legislative intent) in the particular enactment:

> "It is clear that it is *not necessary to show* a *specific legislative intent* to create a private right of action. If there is no indication that the remedies available are only those the legislature expressed in the Act, then where it is consistent with the underlying purpose of the Act and necessary to achieve the aim of the legislation a private right of action can be implied. [citations omitted.] The court looks to the *totality of circumstances* in endeavoring *to discover legislative intent*. [citation omitted.]" *Sawyer Realty Group, Inc. v. Jarvis Corp.* (1982), 89 Ill. 2d 378, 432 N.E.2d 849, 852, 59 Ill. Dec. 905, 908 (emphasis added).[4]

Under the *Sawyer* formulation, three of the four "factors" are distinct tests of legislative policy and intent: (i) absence of legislative "indication" of limits on the statutory remedies [the second factor]; (ii) "consistency" with the underlying legislative purpose of the statute [the third factor]; and (iii) "necessity" of a private damages action to adequately remedy violations of the statute [the fourth factor]. The ultimate measure of "implied" legislative intent under *Sawyer* is plainly the fourth factor: the

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[3] In *Sawyer*, our Supreme Court held that federal law governed the federal statutory-implication issue, and cited *Texas Industries, Inc. v. Radcliff Materials, Inc.* (1981), 451 U.S. 630 and other U.S. Supreme Court decisions going back to *Cort v. Ash* (1975), 422 U.S. 66, which articulated a 4-factor federal test that included "indication of legislative intent to create or deny such a remedy." (*See also, Lehmann v. Arnold* (4th Dist. 1985), 137 Ill. App. 3d 412, 484 N.E.2d 473, 481, 91 Ill. Dec. 914, 922) (recognizing implied private action under the Plat Act; rejecting implied private action under the National Flood Insurance Act of 1968), the only Illinois case that has come to our attention that involved, as here, a claim of an implied *state* tort predicated on a *federal* statute, which *Lehmann* held was precluded by "[d]eference to Congress and principles of federalism."

[4] Ironically, the particular "implication" holding of *Sawyer* was legislatively reversed by a 1986 amendment to Real Estate License Act. *See Stefani v. Baird & Warner, Inc.* (1st Dist. 1987), 157 Ill. App. 3d 167, 510 N.E.2d 65, 70, 109 Ill. Dec. 444, 449.

"necessity" finding. Thus a court may allow an implied private action only when "necessity"—to enforce the legislatively-established policy—requires it.

Although this compels a judicial determination of necessity where the legislature has not explicitly made one, and although *Sawyer* does not require an affirmative intend reflected in the legislation or its history, the *Sawyer* analysis remains one of legislative implication rather than judicial creation. Nevertheless, the determination of "necessity" can be characterized as judicial policymaking by inference and demands a conservative application:

> "Although the courts * * * imply private causes of action where there exists a clear need to effectuate the purpose of an act (*see Sawyer* [cite omitted]) the judiciary by implying causes of action is assuming policy-making authority, a power more properly exercised by the legislature. The court should exercise such authority with due caution." [citations omitted.]
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> *Galinski v. Kessler* (1st Dist. 1991), 134 Ill. App. 3d 602, 480 N.E.2d 1176, 1180, 89 Ill. Dec. 433, 437 (rejecting implied private civil action under the [criminal] barratry statute).

This conservative view of *Sawyer*'s application has been followed in *Peel v. Yellow Cab Co.* (1st Dist. 1986), 147 Ill. App. 3d 992, 498 N.E.2d 788, 101 Ill. Dec. 464 (rejecting implied private action under municipal Consumer Services Ordinance), and was reemphasized by our Supreme Court in *Board of Education of City of Chicago v. A, C and S, Inc.* (1989), 131 Ill. 2d 428, 546 N.E.2d 580, 600, 137 Ill. Dec. 635, 655 (rejecting implied private civil action under Illinois Asbestos Abatement Act) (emphasis by the Court):

> "*Sawyer* was clear that we will 'imply a private remedy where there exists a *clear need* to effectuate the purpose of an act.'" Emphasis added, cite omitted.

The appellate court has generally applied *Sawyer* with the caution admonished in the later *Galinski, supra,* and *A, C and S* opinions. *Sawyer* has thus

spawned a substantial body of caselaw that reflects a reluctance to imply private damages actions in a wide range of statutes.[5]

This Court also notes the limiting construction imposed on the "policy consistency" factor (the second *Sawyer* factor) in a line of recent decisions that holds that only remedial statutes, as distinguished from prohibitory statutes, can imply an unstated private tort action, *i.e.*, that an implied private action is consistent only with an underlying remedial purpose of a statute. *E.g., Rhoades v. Mill Race Inn, Inc.* (2d Dist. 1984), 126 Ill. App. 3d 1024, 467 N.E.2d 915, 81 Ill. Dec. 793 (rejecting implied private action under the Safety Glazing Materials Act); *Lane v. Fabert* (4th Dist. 1989), 178 Ill. App. 3d 698, 533 N.E.2d 546, 127 Ill. Dec. 674 (rejecting implied private action under the Pawnbrokers Act).

We review the Illinois implied statutory tort caselaw in part because this issue, particularly the application of *Sawyer*, is a matter of first impression in this Court, and in part because in this case we are asked to apply the *Sawyer* factors to imply a private damages action from a statute that is qualitatively different from the statutes involved in the reported precedents.

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[5] *See, e.g., Ficke v. Evangelical Health Systems* (1st Dist. 1996), 674 N.E.2d 888, 221 Ill. Dec. 94 (rejecting implied private action for patients' families under the Health Care Surrogate Act); *Parra v. Tarasco, Inc.* (1st Dist. 1992), 230 Ill. App. 3d 819, 595 N.E.2d 1186, 172 Ill. Dec. 516 (rejecting implied private action under the Choke-Saving Methods Act); *Davis v. Dunne* (1st Dist. 1989), 189 Ill. App. 3d 739, 545 N.E.2d 539, 136 Ill. Dec. 1015 (rejecting implied private action under the Civil Service Act); *Lane v. Fabert* (4th Dist. 1989) 178 Ill. App. 3d 698, 533 N.E.2d 546, 127 Ill. Dec. 674 (rejecting implied private action under the Pawnbrokers Act); *Anzinger v. Illinois State Medical Inter-Insurance Exchange* (1st Dist. 1986), 144 Ill. App. 3d 719, 494 N.E.2d 655, 98 Ill. Dec. 533 (rejecting implied private action for rate violations under the Illinois Insurance Code; *Peel v. Yellow Cab Co., Inc.* (1st Dist. 1986), 147 Ill. App. 3d 992, 498 N.E.2d 788, 101 Ill. Dec. 464 (rejecting implied private action under the City Consumer Services Ordinance); *Anzinger v. Illinois State Medical Inter-Ins. Exchange* (1st Dist. 1986), 144 Ill. App. 3d 719, 494 N.E.2d 655, 98 Ill. Dec. 533 (rejecting implied private action for reparation under the Insurance Code); *Cook v. Optimum/Ideal Managers, Inc.* (2d Dist. 1984), 130 Ill. App. 3d 180, 473 N.E.2d 334, 84 Ill. Dec. 932 (rejecting implied private actions for retaliatory termination of payments and for withholding of medical reports under Workers' Compensation Act);

The statute at issue here, section 2—123(h) of the Vehicle Code, is different from the statutes and ordinances that have been reviewed for implied private actions in the reported decisions in two respects. First, the legislation in the reported cases was of general or near-general application. Thus an implied private damages action could lie against a broad spectrum of potential defendants. In contrast, section 2—123(h) is not merely of limited applicability, but is applicable uniquely to a single State officer. Second, the liability that would be created by a private tort action under section 2—123(h) would uniquely be that of the State.

This character of this statute raises troublesome questions for "implied" legislative intent to create a private damages action. Since this statute, and thus any "implied" private action emanating from it, are uniquely aimed at the State, the underlying analysis of legislative intent runs smack into the doctrine of sovereign immunity—which is not implicated in any of the reported Illinois decisions on implied statutory torts. To find legislative intent supporting a viable damages action in such an enactment, the Court would necessarily have to find that the General Assembly impliedly intended to waive the

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Thompson v. Tormike, Inc. (1st Dist. 1984), 127 Ill. App. 3d 674, 469 N.E.2d 453, 82 Ill. Dec. 919 (rejecting implied private action under City nuisance ordinance); *Rhoades v. Mill Race Inn, Inc.* (2d Dist. 1984), 126 Ill. App. 3d 1024, 467 N.E.2d 915, 81 Ill. Dec. 793 (rejecting implied private action under the Safety Glazing Materials Act); *Kinney v. St. Paul Mercury Ins. Co.* (1st Dist. 1983), 120 Ill. App. 3d 294, 458 N.E.2d 79, 75 Ill. Dec. 911 (rejecting implied additional private action under the Insurance Code).

We do not suggest by omission that post-*Sawyer* appellate decisions have consistently rejected implied statutory torts. To the contrary, *see, e.g., Noyola v. Board of Education of City of Chicago* (1st Dist. 1996), 284 Ill. App. 3d 128, 671 N.E.2d 802, 219 Ill. Dec. 635 (recognizing implied private action under the School Code as to Chapter 1 funds); *Witt v. Forest Hospital, Inc.* (1st Dist. 1983), 115 Ill. App. 3d 481, 450 N.E.2d 811, 71 Ill. Dec. 123 (recognizing implied private retaliatory discharge action under the Guardianship and Advocacy Act); *Lehmann v. Arnold* (4th Dist. 1985), 137 Ill. App. 3d 412, 484 N.E.2d 473, 91 Ill. Dec. 914 (recognizing implied private action under the Plat Act; rejecting implied private action under the National Flood Insurance Act of 1968).

State's sovereign immunity. We cannot say that such implication can never be found. But this is a difficult and arguably additional hurdle to be faced by a Claimant urging, in *Sawyer* terms, absence of legislative limits on the statutory remedies, "consistency" with underlying legislative policy and "clear necessity" to adequately remedy statutory violations.

In this case, we perceive no basis that remotely suggests such an implication. We also find that the Claimants' contentions fail to meet the first, third, and fourth *Sawyer* factors.

On the first factor, which is or is equivalent to a standing requirement, we need only reiterate our finding in our initial opinion that the statute in issue simply does not reach or cover the alleged violation asserted by these Claimants. The statute applies *only* to the Secretary of State, and is aimed specifically at social security numbers gathered in the course of the Secretary's official duties; this disclosure prohibition does not apply to the IDOL. Thus, in *Sawyer* terms, these Claimants are not "members of the class for whose benefit the Act was enacted" or of the "particular class" sought to be protected by section 2—123(h).

Claimants' proposed private tort action also fails to meet the "consistency" standard of the second *Sawyer* factor, in that this statute is not remedial.

Finally, and terminally, these Claimants have not persuaded us, and indeed have not offered any cogent argument, that a private damages action is "clearly necessary" or just plain necessary to enforce the governmental non-disclosure policy of this statute.

Conclusion and Order

Claimants' petition for rehearing is denied. The order of May 7, 1997, is reaffirmed.

ORDER

EPSTEIN, J.

This cause is before the Court on Claimants' complaint. This cause was scheduled for hearing before a Commissioner of this Court on May 10, 1999. No one attended this hearing on behalf of Claimants and Claimants have not contacted the Court to explain this absence. The Court has since learned that Claimants' attorney of record is no longer licensed to practice law in the State of Illinois. Claimants were ordered to have another attorney enter an appearance within sixty days, but have failed to do so.

It is hereby ordered that this cause is dismissed for want of prosecution.

(No. 95-CC-2404—Claim dismissed with leave to vacate dismissal upon filing of motion within one year.)

CAROLYN C. EVANS, Claimant, *v.* ILLINOIS DEPARTMENT OF TRANSPORTATION, Respondent.

Opinion and Order on motion to dismiss filed March 21, 1996.
Order filed July 22, 1999.

BILL J. EVANS and HATCH, MCPHETER & LYKE (BRIAN L. MCPHETER, of counsel), for Claimant.

JIM E. RYAN, Attorney General (MARK W. MARLOTT, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*dispute involving real property rights—claim dismissed with conditions pursuant to parties' stipulation.* In the Claimant's action seeking a determination of rights to a strip of property that was also the subject of a State easement for highway purposes, the parties filed a stipulation to dismiss the action provided that the State be ordered to issue certain permits, and subject to the performance of other conditions, but since the Court did not have the authority to issue such an order, it dismissed the case, allowing the Claimant one year to file a motion to vacate the dismissal if the State did not perform as stipulated.

OPINION AND ORDER ON MOTION TO DISMISS

EPSTEIN, J.

This three-count complaint over a 25 × 161 foot strip of land in Champaign County is the Claimant's third effort at judicial relief, in a third action in a third court, to secure the property rights that she claims in the strip. The 25-foot strip is the western edge of several parcels of which Claimant is the fee owner and lies between Route 45 and the remainder of Claimant's land. The strip is also the subject of a Department of Transportation ("IDOT") easement for highway purposes which was granted in 1946 by Claimant's predecessor in title to IDOT's predecessor. The successors-in-interest now dispute the use of the strip and the ownership of the easement.

Claimant's two previous efforts in the circuit and appellate courts resulted in dismissals for lack of jurisdiction in those courts to grant the relief requested, due to the exclusive jurisdiction of this Court to adjudicate most disputes involving State land rights. *Evans v. Department of Transportation* (4th Dist. 1993), 251 Ill. App. 3d 440, 190 Ill. Dec. 730, 622 N.E.2d 444 ["*Evans I*"] (action for ingress-egress dismissed and circuit court order vacated for lack of jurisdiction; held that court of claims has exclusive jurisdiction); *Evans v. Brown* (4th Dist. 1994), 267 Ill. App. 3d 662, 205 Ill. Dec. 218, 642 N.E.2d 1335 ["*Evans II*"] (mandamus action to compel

IDOT to institute eminent domain proceedings, based on alleged taking, and for determination of ownership or scope of State easement, dismissed for lack of jurisdiction; held that exclusive jurisdiction lies in court of claims).

In this Court, Claimant asserts: (count I) that IDOT has "taken" her land by imposing various restrictions on use of the strip and by restricting her access across the strip; on which basis Claimant asks for a writ of *mandamus* to compel IDOT to institute condemnation proceedings in the circuit court; (count II) that the State's easement in the strip has reverted to the Claimant by virtue of the reversion terms contained in the easement and the State's subsequent actions and lack of use of the strip for highway purposes; on which basis Claimant requests a declaratory judgment reverting the easement; and (count III) that this Court should adopt the findings, conclusions and order of the circuit court in *Evans I* that were reversed and vacated for lack of jurisdiction but which were fully adjudicated by the parties in that court.

This procedurally extruded dispute is before us on the Respondent's motion to dismiss which advances four grounds (or groups of grounds) for dismissal of various or all of the three counts of Claimant's complaint. We consider these *seriatim*.

1. Pleading Requirements.

Respondent contends first that Claimant's complaint does not comply with our Rules 790.50(a)(1), (a)(3), and (c) (74 Ill. Adm. Code 790.50(a)(1), 790.50(a)(3), 790.50(c)) in that it, respectively, fails to set forth the jurisdictional basis in our Act under which the claims are brought; fails to "set forth fully when and to whom the action was previously presented and what action the State

agency took"; and fails to attach copies of the "deeds, easements and other writings upon which the claim is based." Violation of these pleading requirements of Rule 790.50 are, as Respondent notes, grounds for dismissal under Rule 790.90 (74 Ill. Adm. Code 790.90).

It is clear that this complaint fails to contain the requisite pleadings required by section 790.50(a)(1) (the jurisdictional reference(s)) and the attachments required by 790.50(c), at least insofar as count II (and possibly counts I and III) rely on the easement text. The Respondent does not identify any other specific documents that should be attached. Claimant has articulated possible alternative jurisdictional bases in her brief; whichever Claimant relies upon should have been pleaded. Similarly, although the easement language on which Claimant relies is pleaded in an exhibit to her complaint, the document is not pleaded as is required. These omissions do not warrant dismissal given the information that was pleaded and the non-prejudicial nature of these omissions in this instance. These defects can be, and must, be cured by another pleading.

However, we are unimpressed with the Respondent's argument as to the prior presentment of these claims. In the context of this complaint's allegations and in light of the prior litigation in the circuit and appellate courts which is referenced in the complaint, the Claimant's complaint clearly identifies to whom and with what result these disputes were presented. Claimant's pleading has sufficiently complied with Rule 790.50(a)(3).

2. Exhaustion of Administrative Remedies.

Respondent next contends that the Claimant failed to exhaust her administrative remedies within IDOT, in violation of our Rule 790.60 (74 Ill. Adm. Code 790.60),

which is a ground for dismissal under Rule 790.90 (74 Ill. Adm. Code 790.90). Respondent's exhaustion contention focuses on the access component of Claimant's "taking" claim, and essentially contends that insofar as access across the easement strip may have been denied by IDOT, that issue is properly the subject of a permit proceeding before IDOT, and this Claimant did not even apply for such permits, as disclosed by the *Evans I* opinion pleaded by the Claimant as an exhibit to her complaint. To this argument the Claimant responds that she is not seeking access (which might be provided by an IDOT permit), but instead seeks relief for a "taking" and a determination of ownership of the easement.

Claimant's response is correct as to the easement issue, but is only partly correct as to the "taking" issues asserted in count I. Insofar as the claimed taking is a matter of denial of access, as it clearly is in some part at least (*see* complaint, count I, paragraph 7(A)), the Respondent's argument prevails, and to this extent the count I claim, as pleaded, must be dismissed. The remainder of the "taking" claim of count I, and all of counts II and III must survive this exhaustion objection.

3. Count III: The Circuit Court's Ruling in *Evans I*.

Respondent moves for dismissal of count III, asserting that this Court is not bound by the circuit court's ruling, as it was vacated by the appellate court for lack of jurisdiction and is thus void. It is clear that this Court is not bound by that order. The Claimant does not contend that the circuit court's order or its findings or its conclusions are binding; rather, Claimant urges us in her complaint and in her brief to adopt that court's rulings in the interest of judicial economy and fairness in light of the proceedings held in that court with the full participation of these parties.

This Court cannot do as Claimant understandably but baselessly asks us to do. Claimant won in the circuit court of Champaign County, but that proceeding was indeed a nullity due to Claimant's incorrect choice of forum. As much as we would like to avoid duplicative trials, the State has a right to an evidentiary hearing in this Court even if that amounts to a second bite at the apple due to the futile proceedings in the other court. Given the prior litigation, and the somewhat detailed findings of the other court, an appropriate course might be for one or both of the parties to move for summary or partial summary or issue summary judgment, which may or may not fully dispose of the already-litigated issues, but should at least identify persisting factual disputes and might narrow the issues for trial. Whether that course, or trial, makes better procedural sense is, at least initially, a determination for the parties to make. However, we will not preclude a party from an evidentiary hearing in this Court because of a non-binding determination in another forum, particularly where nugatory proceedings were not held at the instance of the objecting party.

We also fail to find any basis for count III to stand as an independent claim, as it solely requests adoption of the circuit court's order and determinations and fails to assert any independent basis for relief. For this facially apparent reason, we must dismiss count III of the complaint with prejudice.

4. Statute of Limitations.

Respondent finally contends that this complaint must be dismissed for violation of the five-year limitation contained in section 22 of our statute (Court of Claims Act, section 22; 705 ILCS 505/22) which Respondent says applies to any action brought in this Court. In response,

the Claimant defends her count I *mandamus* action on the basis that the predicate "taking" allegations assert a continuing "taking" which is not and cannot be barred by any of the potentially applicable limitations provisions of our Act. Claimant also observes that the asserted five-year limitation period, under section 22(a) of our Act, applies to "claims arising out of contract," although she does not actually contend that that limitation is inapplicable here. Claimant does not articulate any defense of her count II declaratory judgment action, which requests a determination that the easement reverted to Claimant in 1982 and asserts a dispute between the parties as of 1983 (by virtue of Claimant's August 12, 1983 written notice to IDOT of the claimed 1982 reverter, *see* complaint, count II, paragraph 7).

We agree that count I, as pleaded, sufficiently alleges a continuing course of "taking" conduct by IDOT to survive the Respondent's statute of limitations argument, whether the five-year contract limitation of section 22(a) is applicable to this easement claim or whether the catch-all two-year limitation of section 22(g) is applicable (to "all other claims," if section 22(a) does not apply), at least at this pleading stage. As to count I, therefore, Respondent's motion must be denied without prejudice to renew it as applied to the facts adduced at trial.

As to count II, however, the Court is constrained to dismiss Claimant's declaratory judgment action on the alleged 1982 reverter and alleged 1983 dispute over that reverter issue which, as pleaded, is time-barred under either of the potential limitations periods under section 22 of our Act.

We understand that this result is seemingly harsh, in light of the ongoing litigation over this easement since at least 1986, when it appears that Claimant first sued IDOT in the circuit court. However, our statute's

limitations provisions are jurisdictional where applicable, and we cannot waive them. We intimate no opinion as to whether this issue can be repleaded or reformulated so as to survive the limitation, should she elect to try, but this dismissal is without prejudice to such repleading as may be filed to litigate her claimed rights to this property.

With respect to the harshness of this dismissal, we must note some of the history of this decade-long litigation. First, despite Claimant's representations, it is not clear from the appellate court's opinion in *Evans I* that the reverter issue was actually litigated in that case. The circuit court's order in *Evans I*, which recites a finding of *fact* that "[t]he reverter was automatic on failure either to use the premises or to cease using the strip for highway purposes," but did not make any declaration or order as to title, was at best ambiguous in this regard. *See*, paragraph 22, order of March 3, 1992, case no. 86-L-132, Circuit Court of Champaign County, Sixth Judicial Circuit, exhibit C to complaint.

Moreover, whether or not this issue was in fact litigated in the nugatory proceedings in *Evans I*, which extended from 1986 to 1992 in the circuit court and until September 9, 1993, in the appellate court when its opinion in *Evans I* was issued, is not the point. Rather than come immediately to this Court after the *Evans I* ruling on jurisdiction, the Claimant persisted in her *Evans II mandamus* action in the circuit court, which she had filed on June 23, 1993—after *Evans I* had been appealed by IDOT but well before the appellate court's decision. The Claimant then raised the reverter issue in her *amended* complaint in *Evans II* which she filed on December 13, 1993—after the appellate court's decision in *Evans I.* It was only after *Evans II* was also decided on jurisdictional grounds, by a different panel of the fourth district appellate court, that

Claimant finally filed a complaint in this Court. Even then, she delayed from November 8, 1994, when *Evans II* was handed down, until February 10, 1995, before filing essentially the same allegations in this Court.

Accordingly, it is hereby ordered:

1. Respondent's motion to dismiss is granted in part and denied in part, as follows;

2. Count I of the complaint is stricken, subject to a repleading in an amended complaint or by a supplemental pleading amendment to satisfy the requirements of Rule 790.50(a)(1) and, insofar as applicable, Rule 790.50(c), subject also to paragraph 3 of this order, and subject to the later renewal of Respondent's statute of limitations objection;

3. All claims based on a denial by the Respondent of access over the easement are dismissed with prejudice, for failure to exhaust administrative remedies;

4. Count II of the complaint is dismissed as time barred, without prejudice;

5. Count III of the complaint is dismissed with prejudice;

6. Claimant is granted leave to file an amended complaint (or if only count I is to be asserted, a supplemental amendment to count I, at Claimant's election) within 30 days after entry of this order;

7. This case is remanded to Commissioner Pacey with directions to modify the foregoing pleading date and/or the impending trial date as warranted in light of the parties' positions and any reasonable time requests they may make after entry of this order and in light of the extraordinary duration of this litigation.

ORDER

RAUCCI, C.J.

This cause coming on to be heard on the stipulation of the parties dated the 10th day of November, 1998, the Court being fully advised in the premises, the Court finds:

The parties have filed a stipulation to dismiss this action, and providing that the Respondent Department of Transportation be ordered to "issue permits for not more than three points of access to and from Crumpecker-Evans Subdivision in or near the City of Champaign, Illinois to U.S. Route 45" and further providing for the performance of certain conditions before the issuance of the permits.

Because we have on previous occasions declined to hold that we have authority to issue what constitutes a mandatory injunction, we decline to order the Respondent to issue permits.

Based upon the representations contained in the stipulation, we shall dismiss the case, and if the Claimant is not satisfied that the Respondent has performed as stipulated, we shall vacate the dismissal upon filing of a motion within one year of the date of this order.

It is therefore ordered that this claim is dismissed, with leave to vacate the dismissal upon filing of a motion within one year of the date of this order.

(No. 96-CC-0511—Claim dismissed.)

SUSAN J. MCDUNN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed August 27, 1999.

GARDNER, CARTON & DOUGLAS (WILLIAM QUINLAM and MICHAEL J. HAYES, of counsel), for Claimant.

JIM E. RYAN, Attorney General (JACQUELINE K. WILLIAMS, Assistant Attorney General, of counsel), for Respondent.

ELECTIONS—*primary contest—judicial candidate's claim for compensation dismissed.* Where a candidate for a judicial vacancy prevailed in a primary contest after her defeat and was subsequently declared the winner of the primary, then went on to win in the next general election held two years after the election for which she had originally been a candidate, the Claimant was not entitled to be compensated for salary for the judicial term during which she filed the contest, because her six-year term was merely delayed, not denied, nor could she claim salary for a nine-month period during which she was precluded from taking office by order of the Illinois Supreme Court, since the Supreme Court had already rejected the Claimant's salary request pursuant to its constitutional authority, and the Claimant was not entitled to such compensation in any event.

OPINION

RAUCCI, C.J.

This cause comes on to be heard on the Claimant's motion for summary judgment, and the Respondent's motion for summary judgment. The Court has considered the memoranda and the oral arguments of the parties.

Facts

Claimant, Susan J. McDunn, was a candidate in the March, 1990, Democratic primary for nomination of the Democratic party to the office of Judge of the Circuit Court of Cook County to fill the vacancy of Roger J. Kiley. The winner of the primary would appear upon the November, 1990 general election ballot. She lost the primary election to James Williams by 180 votes and filed a primary

contest. Nearly two years later, the Circuit Court declared her the winner of the primary. However, the general election of 1990 was history, and James Williams, without Republican opposition, had been declared elected to the office. The Circuit Court ordered the Claimant's name placed upon the ballot for the general election to be held in November, 1992. Thereafter, on September 30, 1992, a divided Appellate Court affirmed the trial court's decision but also ruled that Judge Williams could continue to serve in the same judicial position (the Kiley vacancy). No appeal was taken from that decision. Claimant was elected, with no Republican opposition, in the November 3, 1992, general election and was scheduled to take the oath of office on December 7, 1992.

However, on November 18, 1992, the Supreme Court entered an order that effectively precluded Claimant from taking the oath of office.

That order recited:

"In the exercise of this Court's supervisory authority, the mandate of the Appellate Court is stayed until further order of this Court or, if it has issued, recalled until further order of this Court, and enforcement of the judgment of the Circuit Court of Cook County in case no. 90CO116 is stayed until further order of this Court. It appearing that the issue decided by the lower courts in this case involves a question of such importance that it shall be decided by the Supreme Court, it is ordered that the case of *McDunn v. Williams*, no. 1-92-1109, is docketed in this Court."

The Supreme Court, *sua sponte*, allowed the Attorney General to intervene, and ordered an expedited briefing schedule.

On August 26, 1993, the Supreme Court held that the Appellate Court erred in allowing Judge Williams to continue to serve in the Kiley vacancy at the same time that Claimant was to serve. The Supreme Court held that the effect of the dual occupation was the creation of an additional judgeship in contravention of the Illinois Constitution of 1970. The Supreme Court affirmed Claimant's election, and she was sworn in as a judge on September 17,

1993. She now seeks payment of the judicial salary for the period of December 3, 1990, through September 17, 1993.

Both parties agree that there are no genuine issues of material fact, and that it is appropriate for us to dispose of this case by summary judgment.

The three issues before us are (1) whether Claimant is entitled to compensation for salary for the period from December 3, 1990 until December 7, 1992 (the period from which she would have taken office if her name was upon the November, 1990 general election ballot; (2) whether the Claimant is entitled to compensation for the period December 7, 1992 until September 17, 1993 (the period she was restrained from taking office as a result of having been elected in November, 1992); and (3) whether this claim is barred because it was not timely filed.

The Period from December 3, 1990
until December 7, 1992

As to the first issue, we find that Claimant is not entitled to compensation for salary for the two-year period from December 3, 1990, until December 7, 1992. Article VI, section 10 of the 1970 Constitution of the State of Illinois provides that the terms of judges of the Circuit Court are six years. Claimant was not denied her term, but as to the period from December 3, 1990, until December 7, 1992, it was delayed. In November, 1992, she was elected to a full six-year term. Consequently, while she suffered a delay, she did not suffer a loss of salary for the period.

The Period from December 7, 1992
until September 17, 1993

As to the second issue, article VI, section 16 of the 1970 Constitution of the State of Illinois provides:

"ADMINISTRATION. General administrative and supervisory authority over all courts is vested in the Supreme Court and shall be exercised by the Chief Justice in accordance with its rules. The Supreme Court shall appoint an administrative director and staff, who shall serve at its pleasure, to assist the Chief Justice in his duties."

The Supreme Court in its November 18, 1992, order asserted its supervisory authority.

Thus, the Claimant was prevented from taking her office by virtue of the Supreme Court's invocation of its constitutional power to exercise supervisory authority over all courts. The Supreme Court's ultimate decision nullified the Appellate Court's effective creation of dual judicial offices in a single vacancy.

Claimant, in her complaint, attached a copy of a January 20, 1994, letter from the director of the Administrative Office of the Illinois Courts. That office was created pursuant to the above quoted constitutional provision to aid the Supreme Court in the implementation of its administrative and supervisory authority over all courts. The letter, in pertinent part, states "Please be advised that the Supreme Court, yesterday, considered and disapproved your request for pay from December 7, 1992, through September 17, 1993." Thus, the Supreme Court, in the exercise of its administrative and supervisory authority, rejected Claimant's assertion to a right to salary for the nine-month period that she was prevented from taking the oath of office. The letter, however, does not state the reason for the denial but does make reference to the fact that the funds for part of the period (December 7, 1992 through June 30, 1993), could not be paid from fiscal year 1994 (which commenced July 1, 1993) funds. The letter states that payment for that period could be obtained only from the Court of Claims. However, if the Supreme Court desired to pay the salary for the period July 1, 1993, through September 17, 1993, it could have done so. Obviously, the

Supreme Court did not desire to do so. Claimant is effectively seeking to have the Court of Claims, which is part of the legislative branch of State government, overrule the Supreme Court, which is part of the judicial branch of State government, on an action that the Supreme Court has taken pursuant to its constitutional authority. For us to do so would be an unconstitutional intrusion by one branch of government upon another.

Even if we had the authority in this case to grant Claimant's claim for this period of time, we find that Claimant is not entitled to relief. Claimant's principle argument is that section 11(b) of the Personnel Code (20 ILCS 415(b)) provides that reinstated employees should be compensated. However, the Personnel Code specifically excludes judges from its coverage. Section 4c provides:

"Sec. 4c. General exemptions. The following positions in State service shall be exempt from jurisdictions A, B, and C, unless the jurisdictions shall be extended as provided in this Act:

(1) All officers elected by the people.

* * *

(3) Judges, and officers and employees of the courts, and notaries public."

Additionally, section 11(b) applies to persons who are reinstated as a result of the action of the Civil Service Commission. Section 11(b) does not apply to the Claimant.

Both the Claimant and the Respondent rely on *McKinley v. City of Chicago* (1938), 369 Ill. 268, 16 N.E.2d 727. In *McKinley*, the Supreme Court, in reversing the Appellate Court, held that two judges who were successful in recounts were not entitled to compensation for the period that they did not hold the judgeship that they subsequently were determined to have won. The Supreme Court declared that "[n]either do we believe that the question is an open one in this State." (369 Ill. at

270, 16 N.E.2d at 728.) After citing cases in which *employees* in similar situations were denied compensation, the Court stated:

> "The two plaintiffs insist that the rules which we have just discussed apply only to mere positions or employments, not to public elective officers, but we fail to discern the validity of such an argument. On the other hand, it seems to us that these rules apply with greater vigor and more urgent public necessity to offices than to mere employments. If the rules of public policy which we have heretofore announced, and to which we now adhere, are important to grain inspectors and city engineers, they are certainly more vital to the public interest when the matter concerns judges. An election for judges of the municipal court results in the election of twelve candidates receiving the highest number of votes, so that a contest against one is necessarily a contest against all. If the public authorities must pay at their peril whenever a contest is started, then any candidate, even though hopelessly defeated, might throw the entire judicial machinery into disorder by merely starting a contest. Such a rule would require the city and its various disbursing officers to become insurers of the result of an election with which they had nothing to do, or else withhold all salaries until the cumbersome machinery of an election contest could be put in motion and the contest carried through to its conclusion * * *
>
> * * *
>
> We consider it much more in the public interest to adhere to our previously indicated rule. It is our opinion that a certificate of election following a regular canvass and the possession of a commission by those officers who are commissioned, fully protects the disbursing officers from further liability if they have paid salaries to such an incumbent." 369 Ill. at 271-272, 16 N.E.2d at 728-729.

Respondent maintains that the decision precludes recovery, while the Claimant maintains that the Supreme Court was applying the same public policy (denying compensation) to judges as to employees. The Claimant reasons that since *McKinley* was decided at a time prior to the Personnel Code's enactment, the Personnel Code evidences a new public policy. The Claimant is correct as to employees, but the legislature specifically refused to apply the new public policy to elected officers, and to judges.

Because of these conclusions, it is unnecessary to consider the remaining issue.

It is therefore ordered, adjudged and decreed that the Claimant's claim is dismissed and forever barred.

(No. 96-CC-0591—Claimant awarded $5,000.)

THOMAS REED, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed July 6, 1999.

THOMAS REED, *pro se.*

JIM E. RYAN, Attorney General (MICHAEL A. WULF, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*negligence—what Claimant must prove.* To prevail in a claim of negligence, an inmate must prove by a preponderance of the evidence that the State had a duty to protect him from harm, that the State negligently breached that duty, and that such negligence was a proximate cause of his injury.

SAME—*inmate must work under assigned conditions.* An inmate of a penal institution does not have the liberty of choice available to a person in private industry and must therefore work under conditions that are assigned to him.

SAME—*slip and fall on freezer floor—State liable.* An inmate was awarded damages for injuries sustained when he slipped and fell on the floor of a walk-in freezer while taking inventory, because the inmate was a credible witness, while there were inconsistencies in the testimony of prison supervisors regarding whether the freezer door had been left open, thereby causing slick conditions, and the Court found that the State's negligence in allowing the hazardous conditions to exist in the inmate's workplace proximately caused his injuries.

ORDER

PATCHETT, J.

The Claimant is a former inmate with the Illinois Department of Corrections. He seeks damages in the sum of $100,000 for personal injuries allegedly received as a result of negligence by an agent of the Respondent, Department of Corrections for the State of Illinois. The claim alleges that on May 26, 1994, while employed at the warehouse at the Big Muddy Correctional Center, Mr. Reed was engaged in taking inventory at the direction of Correctional Officer Larry Falaster. He claims that a freezer door had been propped open by order of the supervisor and ice was building on the floor and walls of the

freezer. He further claimed that while attempting to move a skid of meat with a hand jack, he slipped and fell allegedly injuring his back and left elbow.

The hearing on this claim was held before a commissioner of this Court. At the hearing, Claimant testified in accordance with the allegations made in the claim. He further contended that he was a tree trimmer by trade and could no longer climb trees as a result of his injury.

After the injury in question, Mr. Reed was taken to the medical unit at the institution. He was given physical therapy and some other non-specified treatment. He was taken to Benton, Illinois three times a week for physical rehabilitation and continued with that for a couple of months. Mr. Reed was never operated upon and was hospitalized only at the institution. He has not consulted a private physician since his release from the Department of Corrections and had not been taking medication or treatment at the time of the hearing.

Mr. Reed was familiar with the warehouse meat locker at the time of the accident and was wearing institutional boots when it occurred. He did not break any bones as a result of the fall. He described that he has a pain in his back that is severe at night, numbness in the arms and tingling as a result of the accident. He further testified his legs go to sleep a lot. On cross-examination, Mr. Reed testified he did slip and fall in the shower at the county jail in January of 1993, but testified that it was not a serious injury. That fall resulted in some back pain also. He further admitted he was in and out of the freezer in question on a daily basis. He was unaware of any special shoes being issued to any workers in the unit. Mr. Reed denied ever being told not to attempt to move heavy objects by himself and testified that his supervisors merely expected the job to get done. He further did not recall

being told to prop the freezer door open, and contended he was not the one who in fact propped it open. He further denied he had been told not to rush or hurry in doing his job. After the injury in question, he did not return to work in the warehouse. At the conclusion of the Claimant's testimony, the Respondent sought and received permission to supplement the record with an evidence deposition taken of a Hal Gordon, physician at the Big Muddy Correctional Center. The Court has reviewed that evidence deposition. It merely further confirms a prior fall by the Claimant at the county jail and reports of back pain prior to this injury.

The Respondent called Larry Falaster, the civilian supervisor of the warehouse. Falaster testified that they were not wasting time but there was no rush in terms of getting the inventory in question completed. He further testified he worked seven and one-half hours of overtime on the day in question.

Mr. Falaster stated that he had repeatedly warned the correctional resident workers not to try to do anything dangerous and to not move anything without help. He further repeatedly told them not to hurry. He also testified he had repeatedly told inmate workers to close the freezer door immediately upon entering and exiting that door.

The Respondent then called Randy Lowes, a civilian supervisor at the warehouse, who worked for Mr. Falaster. On the day in question, he learned about the Claimant's fall in the freezer from another inmate. He went into the freezer and found Mr. Reed lying on his back. He called the health care unit. He testified that this was not a situation where the door of the freezer was propped open. He testified unequivocally that on the day in question the door was closed.

In rebuttal, Mr. Reed testified that at the time of the accident, the door was propped open and that Lowes was standing right outside the door looking in at Mr. Reed. He further testified that Lowes cautioned the health care workers to be careful when stepping into the freezer because of the buildup of frost from the door being propped open. Mr. Reed also said that a nurse who was picking him up on the stretcher nearly fell because the floor was slick.

To prevail on a claim of negligence, Mr. Reed must prove by a preponderance of the evidence that the State had a duty to protect him from harm, that the State negligently breached that duty, and that such negligence was a proximate cause of the injury. (*Starks v. State* (1992), 45 Ill. Ct. Cl. 285, 290; *Thomas v. State* (1995), 48 Ill. Ct. Cl. 165, 167.) An inmate of the penal institution is not ordinarily free to refuse to perform tasks assigned to him even if he considers the working conditions unsafe. An inmate does not have the liberty of choice available to a person in private industry and must therefore work under conditions that are assigned to him. *Rickets v. State* (1995), 48 Ill. Ct. Cl. 142, 145.

There are some troubling inconsistencies in the testimony of the Respondents in this case. Mr. Falaster testified that there was no urgency to complete the inventory, but he worked seven and one-half hours of overtime on the day in question. Mr. Lowes testified that after observing Mr. Reed on the floor and before the health care workers arrived at the scene, he closed the door on Mr. Reed. He also assured the Commissioner of this Court that he gave no warning to health unit personnel who arrived on the scene despite Mr. Reed's fall. Both supervisors, Falaster and Lowes were very firm in their instructions to always close the door to the locker. It would be reasonable to assume that this was done because leaving the door open would cause unwanted slick conditions.

The Court observed the manner and demeanor of Mr. Reed while testifying and formed a favorable impression as to his credibility. Based on all the facts and testimony before us, we find that on the day in question the floor of the meat locker became slippery and hazardous. We further find that the likelihood of this happening was known to the civilian supervisors of Mr. Reed. We further find that as a result of the hazardous nature of the endeavors in which Mr. Reed was engaged and the conditions of the workplace, Mr. Reed was in fact injured by the negligence of agents of the Respondent. We further find that negligence was a proximate cause of his injury. There is little or no evidence of comparative fault on the part of Mr. Reed. There is evidence of a prior back injury and prior complaints. However, evidence as to damages in general is very sparse. Based on these findings, we award the Claimant the sum of $5,000.

(Nos. 96-CC-1598, 97-CC-0404 cons.—Claimant's motion for transfer to another court denied; claim dismissed.)

ALBERT LEE, Claimant, *v.* ILLINOIS DEPARTMENT OF CORRECTIONS, Respondent.

Order filed January 17, 1997.

Order filed August 27, 1999.

ALBERT LEE, *pro se*.

JIM E. RYAN, Attorney General (MARILYN THOMAS EAPEN, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*Court had no power to transfer lost property claims—action dismissed.* The Court of Claims was without power to grant an inmate's request to transfer his lost property claims to another court so that he could have a jury trial, because there was no other court that had jurisdiction to hear the claims, and the inmate's action was subsequently dismissed.

ORDER

PATCHETT, J.

This cause coming to be heard upon the Claimant's motion for transfer to another court, due notice having been given, and this Court being fully advised, finds that the Claimant is requesting that this Court transfer the above lost property claims to another Court so that he might have a trial by jury.

Under the United States Constitution juries are required in "suits at common law." (Amend. VII, *United States Constitution*.) At common law, states have sovereign immunity and cannot be sued.

In Illinois, the State may be a defendant in a suit only to the extent allowed by the General Assembly. *Art. XIII, Sec. 4, Illinois Constitution*.

The General Assembly has stated that except in the Court of Claims or in actions under the Illinois Public Labor Relations Act the "State of Illinois shall not be made a defendant or party in any Court." 745 ILCS 5/1 *et seq.*

Therefore, this Court is without power to transfer the present claims to another Court, as no other Court has jurisdiction to hear the Claimant's lost property claims.

It is therefore, ordered that the Claimant's motions are denied.

ORDER

PATCHETT, J.

This cause comes on to be heard on the Respondent's motion for summary judgment, due notice having been given, and the Court being advised, finds:

Respondent filed the motion at bar on October 31, 1997. No response to the motion was filed and the Court

granted the motion two months later. Claimant filed an untimely objection stating that he had been relocated to the Cook County Jail. On April 20, 1998, the order was vacated and the Claimant was given 60 days to respond. Over a year has passed and Claimant has not responded.

It is therefore ordered that the Respondent's motion is again granted and this claim is dismissed.

(No. 96-CC-2899—Claimant awarded $453,145.25.)

JAMES CAPE & SONS CO., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March 23, 2000.

Order filed April 6, 2000.

CALLAHAN, FITZPATRICK, LAKOMA & MCGLYNN (MATTHEW W. LAKOMA, of counsel) and JENKINS & GILCHRIST (TERRY GORMAN, of counsel), for Claimant.

JIM E. RYAN, Attorney General (TOMAS A. RAMIREZ, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*when contractor has right to additional compensation for delays.* The general rule is that a contractor is bound by the damage provisions of the contract and has no right to additional compensation for delays which prevent the contractor from completing the contract unless the delays are the sole responsibility of the State, and since it is inevitable that there will be some delay, a delay will be tolerated if it is reasonable.

SAME—*Claimant's burden in breach of contract case.* In a breach of contract case, it is the Claimant's burden to prove the contract, the breach and the damages.

SAME—*unforeseen delays—when Claimant is entitled to retainage without liquidated damages.* Where the evidence shows more probably than not that the Respondent should have granted reasonable extensions of time for delays due to unforeseen causes beyond the Claimant's control and without the Claimant's fault or negligence, then the Claimant is entitled to all retainage without liquidated damages, and the State should allow an extension where the cause is not the fault of the Claimant.

SAME—*road construction contract—contractor proved damages but was not entitled to prejudgment interest.* In an action arising out of a highway construction contract between the Claimant contractor and the State, the contractor proved damages under the contract for direct costs for additional work and materials, for costs associated with the State's failure to grant extensions of time due to abnormal weather conditions, and for acceleration and delay costs, but the Court was without jurisdiction to award prejudgment interest.

LAPSED APPROPRIATIONS—*sufficient funds lapsed in contractor's claim—award granted.* The Court of Claims cannot enter an award unless sufficient funds remain unexpended in the appropriation made to fund the project, and in the Claimant's suit alleging the State's breach of a highway construction contract, it was determined that sufficient funds lapsed to cover the Claimant's damages of $453,145.25, and an award in that amount was entered.

OPINION

FREDERICK, J.

This cause comes before the Court on Claimant, James Cape & Sons Co.'s, verified complaint against Respondent, State of Illinois. The Court's jurisdiction is pursuant to section 8(b) of the Court of Claims Act. (705 ILCS 505/8(b) (1996).) The complaint includes nine counts with a combined prayer seeking an award of $1,870,747.69 for damages allegedly incurred by Claimant arising out of the performance of highway construction contract no. 86399 (hereinafter referred to as "contract") between Claimant and the Department of Transportation (hereinafter referred to as "IDOT"). Claimant was awarded the contract on its bid of $10,593,467.22 for the construction of improvements to F.A.I. Route 80 in Grundy County. The work included the removal of existing pavement, recycling existing pavement into sub-base shoulders, subgrade preparation, and reconstruction of 6.25 miles of continuously reinforced Portland cement concrete pavement with Portland cement concrete shoulders for Interstate 80 located between Seneca and Morris, Illinois.

The contract required completion of most of the work and that the roadway be reopened on or before October 30, 1993. The contract included two provisions, one being an assessment of liquidated damages against Claimant in the amount of $15,000 per day for each day after October 30, 1993, that the work was not completed, and the other being an incentive payment plan for payments to Claimant in the amount of $15,000 per day for each day, not to exceed 30 days, that the work was completed on or before October 30, 1993. The roadway was opened to traffic on October 27, 1993.

Claimant alleges that certain events, as listed in paragraph 16 of its complaint, cumulatively acted to increase the Claimant's cost to perform the work by $1,870,747.69 and delayed opening of the roadway by 64 days. A summary of the nine-count complaint with a breakdown of alleged damages is as follows:

* Count I–$6,549.88 for direct costs of expanded traffic control;
* Count II–$42,227.67 for direct costs to perform additional lime modified soils;
* Count III–$477,429.19 for direct costs to perform earth excavation (special);
* Count IV–$12,254.01 for additional cement in drainage layer;
* Count V–$24,200 for additional quantity of drainage layer material;
* Count VI–$127,390.50 for width, depth and deductions for mainline concrete pavement;
* Count VII–$19,126.99 for improper rejection of pavement under Nettle School Road;

* Count VIII–$260,136.27 for direct costs of abnormally and unusually severe weather; and
* Count IX–$901,244.88 for acceleration and delay costs.

The cause was tried by our Commissioner in a three-day trial which was conducted February 9-11, 1998.

On February 9, 1998, the "Narrative Section," pages 11-42 of the departmental report (of the report volume), was ruled to be inadmissible pursuant to section 790.140 of the Court of Claims Regulations. (74 Ill. Adm. Code 790.140.) The exhibits volume of the departmental report was not affected by this ruling and all exhibits offered by Respondent as a part of the departmental report were admitted into the record. Respondent filed its motion to reconsider and vacate the ruling and Claimant filed a response. Oral arguments on the motion were held. Claimant's post-hearing memorandum was filed on October 15, 1998. On February 23, 1999, the Court entered an order denying respondent's motion to reconsider and vacate.

At trial, Claimant presented four witnesses. The witnesses were: William Robert Cape, president and a stockholder of Claimant; James Sponem, an employee of Claimant during the bidding and work on the contract; Stanley E. Grabski, a project review engineer for IDOT; and Richard Ott, president of TransCon Consulting, a construction management consulting firm, who was Claimant's opinion witness.

The Respondent presented five witnesses. They were: Wayne Lyle Phillips, a physical test engineer for IDOT; Dan L. Mestelle, construction engineer for IDOT at the time of the contract; Ken R. Lang, area-supervising engineer for IDOT during the Claimant contract; Chris Manor, project manager for Claimant during the project; and Stanley E. Grabski.

William Cape was presented by Claimant as a witness in rebuttal. The trial record also consists of numerous documents. Both parties have filed briefs; however, neither party cited any case authority.

The Facts

Contract no. 86399 was advertised in the department service bulletin dated December 11, 1992, for letting to be held on January 8, 1993. Prior to formal advertisement, the department held a pre-bid conference on November 16, 1992, in order to provide advance information to potential bidders about the work to be performed.

Claimant is a Wisconsin corporation that has been engaged in the construction industry since the 1880s. Claimant is experienced in concrete paving and reconstruction, but also performs earthwork, concrete crushing and building construction. Prior to this contract, Claimant had worked on 15 to 20 interstate reconstruction projects throughout the country.

The contract was subject to the standard specifications for road and bridge construction adopted July 1, 1988 as supplemented pursuant to the contract check sheet for supplemental specifications and recurring special provisions adopted December 2, 1991. The contract includes the plans and special provisions.

The project was to be accomplished in two stages. The eastbound lanes of I-80 would be diverted onto the westbound lanes in a two-way, two-lane pattern. Traffic diverted would cross over by means of a temporary roadway between the eastbound and westbound lanes. The reverse process would later direct westbound traffic into the eastbound lanes by means of a second temporary cross-over.

The contract was established on February 16, 1993, when IDOT accepted and executed the contract. The

special provisions provided for a completion date of October 30, 1993, and advised the contractor that said completion date was based on an expedited work schedule. The special provisions provided for liquidated damages of $15,000 for each day beyond October 30, 1993, during which the work remained incomplete and allowed for incentive payment in the same amount for each day of early completion up to 30 days.

A portion of the special provisions provides, in part:

"Should the contractor be delayed in the commencement, prosecution or completion of the work for any reason, there shall be no extension of the incentive payment calculation date even though there may be granted an extension of time for completion of the work unless significant extra work is added to the contract by the Department."

Article 108.09(b) provides that timely completion is an essential element of the contract and defines the circumstances allowing for an extension of the completion date:

"108.09 Determination and Extension of Contract Time.

* * *

(b) Completion Date. When a completion date is specified, it is understood that time is of the essence and that completion of the work by that date is an essential part of the contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

When a delay occurs due to unforeseen causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, governmental acts, fires, epidemics, strikes; extraordinary delays caused by utilities or Railroad; extraordinary delays in delivery of materials caused by strikes, lock-outs, wrecks, freight embargoes, governmental acts, inability to procure critical materials and work added to the contract which affects progress on the controlling item, the time of completion shall be extended in whatever amount is determined by the Department to be equitable.

An 'Act of God' means an earthquake, flood, cloudburst, tornado or other phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against. A rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an 'Act of God' and no extension of time will be granted for the delays resulting therefrom. No extension

of time will be granted for any delay or suspension of the work due to the fault of the Contractor. No extension of time on account of a delay due to unforeseen causes will be granted if written application therefore is not filed by the Contractor with the Department setting forth the reasons which the Contractor believes will justify the approval of his/her report.

After the Contractor has filed a request for an extension of time, the Department will notify the Contractor, in writing, whether or not such extension will be approved. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion."

The contractor completed all work subject to the completion date and began earning the incentive payment on October 27, 1993. The total adjusted value contract payments for this project was $11,032,904.47 after accounting for all added and delayed functions.

The contract contained the special provision for contract claims which provides the requirements to be applied and procedures to be followed in circumstances where the contractor claims that additional payment is due. The contractor filed its two-volume claim for equitable adjustment in accordance with the special provision on November 1, 1994.

The special provision for contract claims governs and limits the type of costs recoverable under the terms of the contract for any claim for additional compensation. In part, the special provision states:

"Full compliance by the Contractor with the provisions of this Special Provision is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written response shall be deemed a final action of the Department. Unless the Contractor files a claim written response, the failure to so file shall constitute a release and waiver of the claim. The Basis of Payment established in the Special Provision is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.

Basis of Payment
After resolution of any claim in favor of the Contractor, an equitable adjustment in accordance with the following limitations will be made:

1. Any adjustment in the time required for the work shall be in accordance with Section 108 of the Standards Specifications.

2. Any adjustment in the costs to be paid shall be made on the following basis:

(a) Direct labor.
(b) Direct materials.
(c) Direct equipment.
(d) Direct job site overhead.
(e) Direct offset overhead.
(f) Other direct costs allowed by the resolution.

3. Adjustments in costs will not be made for the following items:

(a) Interest charges.
(b) Loss of anticipated profit.
(c) Undocumented loss of efficiency.
(d) Prorate home office overhead.
(e) Unabsorbed overhead and lost opportunity.
(f) Preparation of claim expense.
(g) Other consequential, indirect costs regardless of method of calculation."

CLAIMANT'S ARGUMENT

Claimant argues that it is entitled to an award of $1,870,747.69. Interstate 80 was to remain open throughout the completion of the work (with traffic shifted to only two lanes, in a head-to-head configuration), therefore, it was imperative that the work be completed prior to October 30th of that same year. The likelihood of deteriorating fall and winter weather conditions occurring after the end of October would create significant safety risks to the traveling public. The contract includes the following three special provisions to have the work completed prior to October 30, 1993:

"a. Instead of a specified number of 'working days' that would be monitored and assessed by IDOT during the Project, a 'Completion Date' was set of October 30, 1993;

b. For each day after October 30, 1993, that the work was not completed ('Liquidated Damages Deadline'), IDOT would assess a penalty of $15,000 per day without a limit or cap on the amount that could be assessed; and

c. For each day prior to October 30, 1993, that the work was completed, Cape would be paid an extra $15,000 ('Incentive Payment Deadline'), up to a maximum of 30 days."

To account for unexpected events and matters outside the control of the contractor, the contract includes the following two extension provisions:

"a. The Liquidated Damages Deadline would be extended beyond October 30, 1993, for events described in Art. 108.09(b) of the Specifications, which included:

> delays due to causes beyond the control and without the fault or negligence of the contractor, *INCLUDING ACTS OF GOD*, AND WORK ADDED WHICH AFFECTS PROGRESS ON THE CONTROLLING ITEM. [emphasis added]

Acts of God included amounts of rain above normal historical levels.

b. The Incentive Payment Deadline would be adjusted if IDOT added 'Significant Extra Work' to the contract."

Claimant began the work in March, 1993. Despite significant extra work added by IDOT, despite rainfall much heavier than historical norms, and despite IDOT's intentional noncompliance with the contract specifications and industry practices, Claimant substantially completed the work on October 27, 1993, three days ahead of the completion date.

Although Claimant substantially completed the work prior to the completion date, Claimant incurred over $3 million in additional and unreimbursed costs in doing so. Significant extra work was added by IDOT, abnormally heavy rainfall fell throughout the duration of the work, and IDOT failed to comply with contract specifications and industry practices. In addition to not reimbursing Claimant for the costs related to the foregoing, IDOT refused repeated requests by Claimant to extend the liquidated damages deadline and the incentive payment deadline. Faced with the prospect of unlimited liquidated damages, Claimant accelerated its efforts beyond what was required by the contract. While IDOT continually assured Claimant that Claimant's additional costs would be reimbursed, IDOT disavowed all prior assurances once substantial completion of the work was achieved.

Claimant's Entitlement to $525,206.63 in Direct Costs Resulting from Significant Extra Work Added by IDOT

Claimant argues that $526,206.63 is due to Claimant as a result of direct costs caused by significant extra work added to the project by IDOT after the contract was entered.

Count I: Unpaid Direct Costs of Significant Extra Work Added by IDOT to Traffic Control

Throughout the completion of the project, Claimant was required to perform various traffic control functions. The contract required that as one side of Interstate 80 was under construction, the traffic would be diverted to the remaining open two lanes of the interstate, in a head-to-head configuration. The head-to-head traffic would be separated only by a painted yellow strip in the middle of the roadway. However, as early as December 2, 1992 (which was prior to IDOT's bid announcement for the project), IDOT had internal concerns that its planned traffic control was putting the traveling public at risk. The evidence indicated an IDOT memorandum sent directly to the district engineer, Ralph Dalton, which stated: "Do you still want to go without concrete barriers? Looks to me like we're waiting for an accident to happen."

Despite IDOT's own internal concerns about the apparent inadequacy of the planned traffic control measures, IDOT issued the contract plans without any traffic control enhancements.

After the contract had been executed by Claimant and IDOT, and after Claimant was approximately one month into its construction of the project, at the end of March, 1993, IDOT announced significant additions to the traffic control requirements. In part, the changes in the traffic control included:

"a. The installation of pavement box reflectors and flexible delineators (with reflective tape) every fifty feet of the roadway;

b. Crash attenuators;

c. Approximately 750 linear feet of additional concrete barrier wall;

d. The relocation of temporary light poles;

e. The placement of guardrails protecting such light poles;

f. Temporary raised pavement markers, type II;

g. Ongoing maintenance throughout the project of the flexible delineators;

h. Ongoing maintenance throughout the project of the raised pavement markers;

i. Removal of all such added items at the completion of the work; and

j. The extension of the planned tapers for the crossovers."

All of the above-referenced significant extra work was added at the instruction of IDOT and was not necessitated by any acts or omissions on the part of Claimant.

IDOT reimbursed Claimant for many of the direct costs resulting from the changes in the traffic control; however, $6,549.87 in direct costs to Claimant remain unpaid. The significant extra work also caused unexpected delays in Claimant's construction of the project.

Count II: Unpaid Direct Costs of Significant Extra Work Added by IDOT to Complete Additional Lime Modification of Soils

As set forth by IDOT in the contract for the project, after the removal of the existing roadway and after the excavation of the subgrade, lime was to be added to the depth of 12 inches into the base soils. By adding lime to a 12-inch depth, the base soils would be "stabilized" sufficient to support the new roadbed that was to be constructed.

As Claimant proceeded with the work, it became apparent that lime needed to be added to an additional four-inch depth in order to stabilize the base soils. IDOT instructed Claimant to add the additional four-inch depth

of lime to relatively small areas, and Claimant was reimbursed for its additional efforts. Subsequently, IDOT instructed Claimant to add the additional four-inch depth to ever-increasing locations. The result was that significant extra work was required by Claimant that was not in the contract. Claimant's unreimbursed direct costs caused by the additional lime requirements total $42,227.67. The significant extra work also caused unexpected delays in Claimant's construction of the project.

Count III: Unpaid Direct Costs of Significant Extra Work Added by IDOT to Complete the Earth Excavation

The contract for the project contained drawings that identified the elevation of the center grade line for each side of Interstate 80. Claimant calculated the amount of soils that would have to be excavated and removed from the existing roadbed.

As Claimant began to excavate and remove the existing roadbed, it became apparent that the IDOT elevation data was flawed, resulting in Claimant having to excavate and remove a far greater amount of soil than had been set forth in the contract. Claimant's removal of the additional soil resulted in significant extra work by Claimant, necessitated by the poor data provided by IDOT.

During the project, IDOT rejected Claimant's requests related to the cost of the additional extra excavation and continued to assert that its elevation data in the contract was correct. IDOT subsequently completed a detailed cross-section of the westbound lanes of Interstate 80. When compared to the drawings in the contract, the resulting cross-section confirms that the contract elevation data was flawed.

Claimant's unreimbursed direct costs caused by the significant extra work resulting from the flawed contract

elevation data total $477,429.09. The significant extra work also caused unexpected delays in Claimant's construction of the project.

Claimant's Entitlement to $260,136.27 in Direct Costs Resulting from Abnormal and Unusually Severe Weather

$260,136.27 is due Claimant as a result of direct costs caused by abnormal and unusual weather conditions during the project.

From March, 1993, through October, 1993, the project site was subjected to heavy and prolonged rainfall, far above historical norms. Based on IDOT's own compiled weather data, abnormally heavy rainfall occurred during March, April, June, July, August and September. IDOT's service bulletin noted that 1993 was a year of heavy, prolonged rainfall with flooding.

Claimant's direct costs (including additional labor and material costs and costs related to additional maintenance of the dirt haul roads) sustained as a result of the Act of God level of rainfall total $260,136.27, none of which has been reimbursed by IDOT. The Act of God level rainfall also caused unexpected delays in Claimant's completion of the project.

Claimant's Entitlement to $496,213.19 in Acceleration and Delay Costs

$496,213.19 is due as a result of acceleration and delay costs necessitated by the foregoing described significant extra work, abnormal Act of God weather, and IDOT's continued refusal to grant Claimant extensions of the liquidated damages deadline.

The contract provided that the liquidated damages deadline was to be extended for delays caused by significant

extra work[1] and unusually heavy rainfall (deemed to be an Act of God). IDOT repeatedly refused Claimant's requests to extend.

Claimant lost 35 days due to significant extra work added by IDOT and an additional 29 days due to abnormally heavy, Act of God rainfall. With IDOT's improper refusal to extend the liquidated damages deadline and the threat of liquidated damages, Claimant was faced with the prospect of assessments totaling upwards of $1 million. To avoid such assessments, Claimant had no choice but to accelerate its efforts well beyond what was required by the contract. The result was $496,213.19 in additional costs that remain unpaid and would not have been incurred by Claimant had IDOT properly extended the liquidated damages deadline.

Claimant's Entitlement to $405,000 in Additional Incentive Payments

$405,000 is due in unpaid incentive payments. Simultaneous with IDOT's improper use of the liquidated damages deadline, IDOT also chose to ignore the contractual ground rules relating to the incentive payment deadline. While the contract provides that the incentive payment deadline would be adjusted to reflect delays caused by significant extra work, IDOT repeatedly refused Claimant's request to make such adjustment.

Throughout the project, Claimant suffered a delay of 35 days due to the IDOT addition of significant extra work. After deducting the three days of incentive payment that Claimant did receive and after accounting for the 30-day cap for incentive payments, the result is that

[1] This is Claimant's characterization of the contract language. Article 108.09(b) states, "* * * work added that affects progress on a controlling item," and does not state "significant extra work."

Claimant was improperly denied 27 days of incentive payments. At $15,000 per day, Claimant is owed $405,000 in incentive payments.

Claimant's Entitlement to $183,191.81 in Costs Resulting from IDOT's Noncompliance with Contract Specifications and Industry Practices

$183,191.81 is due as a result of IDOT's noncompliance with terms and conditions of the contract and IDOT's failure to comply with industry practices.

Count IV: Additional Cement in Cement Layer

The specifications for the project require that the open-graded base course have a cement content of no less than 200 lbs/cy and no greater than 280 lbs/cy. In accordance with the contract, Claimant announced its intention to use a cement content of 200 lbs/cy. However, IDOT directed that Claimant use a much higher content of cement. As a result of IDOT's excessive demands, Claimant incurred an additional $12,254 in costs that have not yet been paid.

Count V: Additional Quantity of Drainage Layer Material

The specifications for the contract also provide that Claimant would be compensated for the total volume of material laid in the required areas of the drainage layer for the new roadway. Despite Claimant's proper completion of the drainage layer, IDOT chose a volume calculation method that was not consistent with the contract and does not accurately account for the total volume of material actually placed by Claimant. IDOT's improper calculation method has resulted in Claimant not being paid for $24,420 that is due.

Count VI: Extra Depth Width and Deductions for Mainline Concrete Pavements

The specifications for the project require that the depth of the concrete pavement be 11½ inches. Claimant knew exactly how to set and adjust its paving equipment in order to achieve the required 11½-inch depth. IDOT interfered with Claimant's methods and adjustments. By unilaterally instructing Claimant to raise the settings for its pavers, IDOT required a final thickness of 12 inches, a full half-inch more than required. When accounting for the extra half-inch throughout the entirety of the project, the result is that Claimant incurred $117,865.15 in unnecessary costs for which it has not been compensated.

IDOT also refused to pay Claimant for the costs related to two inches of extra width of the mainline pavement. Despite the benefit to IDOT and the general public as a result of the additional two-inch width, IDOT refused payment. The result was an $8,555 direct cost to Claimant that has not yet been paid.

IDOT also engaged in unnecessary, hypercritical inspection practices of Claimant's finished product. IDOT assessed Claimant $970.56 in inappropriate charges.

Count VII: Improper Rejection of Pavement Under Nettle School Road

At the completion of the paving under the bridge for Nettle School Road, IDOT required Claimant to remove hundreds of feet of concrete that it had just laid. During the process of removing the concrete, it was determined that the removal was indeed unnecessary. The result was a substantial cost to Claimant of $19,127 that has not yet been paid.

Claimant's Entitlement to Pre-Judgment Interest

Claimant formally filed its claim for additional compensation on November 1, 1994. Claimant's claim was supported by extensive documentary evidence. IDOT rejected Claimant's claim, which ultimately resulted in the lawsuit now before the Court. Claimant is entitled to prejudgment interest at the rate of two percent per month from December 1, 1994, through the date of final payment. State Prompt Payment Act, 30 ILCS 540.

RESPONDENT'S ARGUMENT

Respondent argues that Claimant is only entitled to damages totaling $208,730.23. The contractor has quantified its damage claim in a way that seeks compensation for amounts not allowed by the terms of the contract. In particular, the contractor seeks extended field office overhead using figures not based on direct costs. Moreover, the contract does not allow home office overhead calculations based on a prorata method such as that used by the contractor. The contract requires direct, documented cost as the basis for any payment.

Count I (Unpaid Direct Costs for Traffic Control)

The Court should deny the amount claimed for count I because there is no basis for payment.

F.A.I. Route 80 was to be kept open to traffic during construction by means of temporary cross-overs to redirect traffic from a four-lane divided highway to a two-way lane configuration. The contract as bid contained various traffic control and protection standards. The two-way, two-lane traffic was planned to be separated by the existing raised pavement markers (RPMs) and contractor-installed temporary double yellow four-inch lines. The one-way visible crystal lenses in the existing RPMs were to be removed and replaced with two-way visible amber lenses.

On March 26, 1993, after commencement of construction, but before completion of the temporary crossovers, IDOT's construction engineer, Dan Mestelle, advised Claimant's project manager of a decision made by IDOT to augment the planned traffic control features. IDOT resident engineer Wayne Phillips gave Claimant written notification of the traffic control change. The notifications provided a plan revision, instructed Claimant to proceed immediately with material acquisition, and provided approximate quantities for each stage of the project. The field notification was followed by a letter dated April 1, 1993, providing the traffic control additions and seeking a lump sum price proposal from Claimant for the changes.

Respondent made the traffic control changes in accordance with the terms of article 104.03 of the standard specifications. The changes would be paid for as an addition to the contract pursuant to article 109.04 of the standard specifications. The revised plan added a concrete barrier wall, crash cushions, extended concrete pavement tapers, and alternating flexible delineators.

Pursuant to article 109.04 of the standard specifications, Claimant was compensated for the additional work involved on a force account basis rather than on the basis of an agreed lump sum price. The details of the force account payment process are established in article 109.04 of the standard specifications and applies when unit prices bid do not apply and the contractor and IDOT are not able to agree to a lump sum price or unit prices for the extra work.

Claimant has been fully and fairly compensated for all work and direct costs associated with the placement of the original and expanded traffic control features.

Count II (Unpaid Direct Costs–Additional Lime Modification of Soils)

In count II, Claimant seeks an additional $40,333.01 in direct costs, $1,774.65 in profit, and $120.01 in bond costs associated with the processing of lime modified soils. The contract plans set out the typical sections of the new roadway to be constructed. The plans contemplated that the modification of the soil would be accomplished by the construction of a lime modified soil layer composed of soil, lime and water to the lines, grades and cross sections shown on the plans. The work was governed by article 658 of the standard specifications.

The plan sheets indicating the typical sections called for lime modified soil to a depth of 12 inches. Given that requirement, the plan sheets also indicated the estimated quantities of material and work needed to construct this feature of the work throughout the length of the project. The estimated quantity for processing lime modified soils 12 inches was 306,572 square yards. Article 102.04 of the standard specifications provides for the payment of the contract at the actual quantity of work done:

"102.04 Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as hereinafter provided."

The actual final quantity of this pay item was measured at 337,219.29 square yards or an increase over the estimated quantity of 10%. Claimant was paid in full for the actual measured quantity.

During the lime modification process, soft subgrade areas at several locations were found. Respondent made the decision to lime modify these areas to 16 inches instead of the planned 12 inches in order to achieve the desired

stable road base. The parties agreed to a unit price of $1.40 per square yard to process the 16-inch areas. In total, 81,607 square yards were processed to the 16-inch depth which were paid at the agreed unit price of $1.40 for a total of $114,249.80. Claimant continued to accept the agreed unit price of $1.40 for the 16-inch depth areas, without objection, for the duration of the project as areas were discovered, modified, measured and paid. The work involved with processing 12 inches and 16 inches is basically the same. Claimant was paid a total of $369,862.23 for all lime modifications at actual measured quantities for the 12- and 16-inch depth areas.

Claimant also seeks additional payment for what were described as additional trimming costs and excess material hauling costs due to extra "fluff" generated by the lime modification process. The term "fluff" is used by Claimant to denote the amount of modified soil material created by the lime modification process in excess of that which was retained in the modified layer to achieve the required depth and grade. Under the terms of the contract, the removal of excess material to achieve the planned line and grade was paid as earth excavation (special). Claimant argues that since more lime was used than the bid estimate quantity, and that since more passes than it anticipated were made during trimming or blading operations, some adverse soil condition must have existed in all lime modified areas to generate extra "fluff." Claimant also argues that the 16-inch areas must have generated extra "fluff."

Claimant's argument is not well taken. The contract did indicate an estimated quantity of 6,131 tons of lime for bidding purposes. The contract plans also provided the application rate of 40 lbs. per square yard applied to the 12-inch depth lime modification areas. As a result of

the addition of 16-inch depth areas, the application rate for the 16-inch areas indicates a 55.2 lbs. per square yard rate. The resultant calculations indicate, on the basis of the total tonnage paid per the square yards, a 2.6% overrun of the planned application rate. In addition, the actual square yards processed indicates a 10% overrun of planned quantities.

The indicated overruns are attributable to the areas re-limed to expedite the work rather than poor soil conditions throughout the project (other than the 16-inch areas). Wet weather occurred during the modification work. IDOT paid Claimant to reprocess several locations to expedite the work rather than waiting for drying days. IDOT also agreed to lime the contractor's haul road during stage II work to expedite the work. When the tonnage for these areas is subtracted from the actual tonnage paid, the result is 6,731.45 tons. This amount is virtually the same as the planned quantity. The remaining balance would be attributable to the 16-inch areas. Therefore, the amount of lime used does not disclose some unknown poor soil condition throughout the project, which caused extra lime use and, as a result, extra trimming costs.

Respondent is not responsible for Claimant's assumptions regarding the number of trimming passes required over the 12-inch modified areas. Respondent did not advertise the amount of "fluff" to be expected and did not warrant anything to Claimant in this regard.

It was Claimant's responsibility to determine the desired elevation of the modified soil prior to trimming operations. The contract was written to provide 12 inches of lime modified soil to the lines and grades advertised. Respondent and knowledgeable contractors bid a price to accomplish the work taking into account the variable risks. Claimant cut the grade 0.1 feet lower than the theoretical to account for the "fluff" effect. This technique

only produces an approximation of the final grade desired. Claimant should be held responsible for knowing that such a method or technique is not capable of producing anything other than an approximation of the final grade desired. Variations in elevations should be expected. The fluff amount is not predictable. The matter is one included in the basic, normal risks undertaken by contractors doing such work.

Respondent does recognize the fact that some additional volume of material was generated in the 16-inch modified areas. A calculation was done, based upon the earth excavation (special) pay item, to compensate Claimant for the actual volume over the amount anticipated for an unaltered area. Claimant was previously compensated for all measured earth excavation (special). What remains is the calculated extra volume to be removed at the earth excavation (special) price.

Respondent recommends an award of not more than $6,900 for count II.

Count III (Unpaid Direct Costs–Earth Excavation)

The contractor seeks an additional $461,690.92 in direct costs, $14,381.46 in profit, and $1,356.81 in bond costs related to its claim that additional quantities of earth excavation (special) were performed and that the condition of the existing sub-base caused additional hauling and waste disposal costs. Claimant underestimated the quantity of dirt to be excavated and no award should be made for this Count.

The contract contained the following special provision to establish a pay item to govern the measurement and payment of the work associated with handling excess materials during stage I and stage II:

"EARTH EXCAVATION (SPECIAL): This work shall include all excavation, embankment, grading, and disposal of excess materials required to construct the proposed roadway to the lines, grades, and cross sections as shown in the plans. The work under this item shall be in accordance with applicable portions of section 202 and 207 of the Standard Specifications, as shown in the plans, and modified herein.

Excess materials shall not be disposed of within the right of way. Aggregates recovered from the excavation process may be used for the proposed aggregate shoulders as provided elsewhere in these special provisions.

Embankment material should not be placed and compacted at moisture contents in excess of 110 percent of optimum moisture unless authorized in writing by the Engineer.

Method of Measurement. Earth Excavation (Special) shall be measured in units of 100 lineal feet of two lane roadway, measured along the center of each lane.

Basis of Payment. This work shall be paid for at the contract unit price per unit for EARTH EXCAVATION (SPECIAL). This cost includes providing soil capable of sustaining vegetation in disturbed areas. No additional compensation will be paid for overhaul.

Pavement removal and under drain removal will be paid for as explained elsewhere in these special provisions."

The contract plans included cross-sections to show the work required in the median. The cross-sections indicate virtually no outside slope work. These cross-sections are found at sheets 57-83, mainline cross sections, on the plans.

After Claimant raised the issue of additional earth excavation quantities, Respondent cross-sectioned the existing westbound lanes prior to removal. These cross-sections, when plotted against those in the plans, proved to be reasonably accurate. Some variances outside the shoulder breaks were noted, but this was outside the limits of required work.

Respondent agreed to allow Claimant to raise the profile grade up to 2∀ for stage II at its discretion provided the required clearances at the overhead structures were maintained as shown in the plans. This approval was made as a convenience and not as a result of "poor soils" or "inaccurate cross-sections" as alleged in the claim.

The plan details and specifications indicate that the existing pavement structure included a six-inch sub-base. Since this pavement structure was in place for over 30 years, the condition of the sub-base was not known or indicated in the plans.

Claimant oversimplified its calculations. It is based on the details found on sheet no. 10 of the plans. Those computations do not reflect the changes to the profile grade line or super-elevation corrections that were required. Departmental report exhibit 18 was prepared utilizing these profile grades. With this information, it is apparent that Claimant could have expected to remove 85,844 cubic yds. of material. This compares with Claimant's rough quantity (load counts) and added "fluff" created by lime modified soils. Additionally, the lime modification to a 12-inch depth should have generated an additional 12,263 cubic yds. of material. Therefore, Claimant should have anticipated a total of 98,107 cubic yds. of material to excavate.

Furthermore, Claimant's field operations added complication to the work required. During earth excavation removal, large quantities of dirt were bladed over and onto the existing slopes. The plans showed minimal work to be done to these sideslopes, but the contractor's operations greatly changed things. This sideslope dirt now had to be removed and was accomplished by the use of large excavating backhoes and trucks. The existing slope condition was lost during this remedial work, and as a result, Claimant shaped the areas affected to a basic 4:1 slope. These circumstances were recorded on July 21, 1993, by the Department's resident engineer in his diary and were brought to the attention of Claimant. This material was hauled off the job site utilizing the newly-constructed slab and not the dirt shoulders.

Respondent did recognize that some salvage value may potentially exist and allowed Claimant to reuse this material for the proposed aggregate shoulders. Respondent did not guarantee the condition of the existing granular materials.

Respondent did not provide Claimant with designated haul roads, as that was Claimant's responsibility. From the beginning of the project, Claimant planned on using the existing local road network.

Accordingly, the claims in count III should be denied.

Count IV (Additional Cement in Cement Layer)

Claimant seeks an additional $11,704.20 in direct costs, $514.98 in profit, and $34.82 in bond costs for the cost of cement used in the cement treated open-graded drainage layer (hereinafter referred to as "O.G.D.L."). The O.G.D.L. was a feature of the construction intended to provide better drainage under the paved surfaces. The contract contained a special provision for the O.G.D.L. work, which in relevant part provides:

"OPEN-GRADED DRAINAGE LAYER:

Description: This work shall consist of constructing a cement treated open-graded drainage layer on a prepared surface to the liens, grades, thickness, and cross-sections as shown on the plans.

Materials: Materials shall also meet the requirements of the following articles of Section 700 of the Standard Specifications:

ITEM	ARTICLE/SECTION
a) Portland Cement	701 1/
b) Water	702 2/
c) Coarse Aggregate	704.01 3/

Note 1/ Portland Cement shall be Type I or Type II. Cement content shall be no less than 200 lbs./cu. yd. and no more than 280 lbs./cu. yd. Replacement of the cement with a pozzolan will not be permitted.

Note 2/ The water-cement ratio shall be approximately 0.50, and will be adjusted as required by the engineer to insure aggregate bonding when the mixture is placed and compacted."

Claimant initially submitted a mix design pursuant to the special provision for the O.G.D.L., which used a cement content of 200 lbs./cu. yd. Respondent directed the use of a mix design using a cement content of 240 lbs.

Claimant was allowed to produce O.G.L.D. material at a cement content of 217 lbs./cu. yd. for a period of time. After a review of Claimant's production at this cement content, Respondent approved the mix change for the remainder of the project.

Claimant claims that it intended to produce the O.G.D.L. material at a cement content of 200 lbs./cu. yd. and reflected this in its bid price. IDOT agrees that an award for additional cement quantities used to produce the materials for the O.G.D.L. is appropriate.

Claimant has sought $11,704.20 in actual direct costs. That figure does not correspond to Respondent's calculations, which are based upon a total of 481,007.5 lbs. of cement used in excess of what would have been used at the 200 lbs./cu. yd. amount. At Claimant's indicated costs of cement per ton at $60.00, Respondent calculates the direct cost at $14,430.23 (481,007.5 lbs. B 2,000 lbs./ton x $60/ton = $14,430.23).

IDOT recommends that an award of $14,430.23 be made for direct costs only for this count of the complaint. No award of profit or bond costs are allowable under the terms of the special provision for contract claims, basis of payment and none should be awarded.

Count V (Additional Quantity of Drainage Layer Material)

In count V, Claimant seeks an additional $24,420 for unmeasured and unpaid quantities of the O.G.D.L.

The typical sections, which were provided with the plans for the contract, indicate the lines, grades, thickness

and cross-sections for the construction of the O.G.D.L. Claimant contends that these typical sections show the top of the 4∀ thick O.G.D.L. extending to an outside width 6∀ past the concrete shoulders on the top of the layer, and sloping down and outward to an outside width of 12∀ (13 on the typical sections) past the concrete shoulders at the bottom of the layer. Claimant argues that the method of measurement was in cubic yards. The relevant portion of the special provision states:

"b) Measured Quantities. Open-graded drainage layer will be measured in-lace and the area computed in square yards. The width for measurement will be the dimensions as shown on the plans."

Claimant calculates the area of the slope at the end of the O.G.D.L. for the length of the project to arrive at the claimed amount.

The pay item was not cubic yards but square yards. Respondent measured and paid the subject quantity based upon a width measurement from the outside to outside edges along the top of the layer. The typical sections provided detailed dimensions for the top of the O.G.D.L. and for the top of the lime modified soils. The special provision also incorporates article 218 of the standard specifications. Article 218.39 provides that the width for measurement will be from the outside to outside along the top of the final layer of the completed work as shown on the plans. The square yard method of measurement was verified by form BC981 which was signed by the parties.

The common practice in the construction industry for the method of measurement of such work is in square yards. Claimant knew at the time of bidding that:

1. the mainline quantities given on sheet 8 of the plans disclosed O.G.D.L. quantities of 299,282 square yards;

2. the mainline quantities chart further indicated in station to station detail the linear feet where the O.G.D.L. would be placed for a total of 65,693.91 linear feet; and

3. the typical sections disclose a O.G.D.L. top outside to outside surface width of 41 feet.

The verification of the pay item quantity can be done by a simple calculation converting the square yards to square feet and dividing the result by the linear feet total to find the width upon which the quantity was figured. The calculations would disclose the following result:

$$\frac{(299{,}282 \text{ Sq. Yd. x } 9)}{65{,}694 \text{ lf}} = 4 \text{ lf}$$

The pay item in question, as provided in the special provision, was to be measured "in place and the area computed in square yards." The computation was not to be done in cubic yards or any other measure of volume. There is no reasonable basis for an experienced contractor to determine that the measurement for payment would be computed on the measurement of a volume in the face of the express area measurement provided.

Count VI (Extra Depth Width and Deductions for Mainline Concrete Pavements)

Claimant seeks an additional $122,076.24 in direct costs, $4,952.23 in profit, and bond costs of $362.03 for additional depth and width of concrete pavement placed, and for thin pavement deductions.

Depth of Pavement

The contract plans required Claimant to construct pavement to a thickness of 11½". The probe readings were within construction tolerances. Pavement thickness

was found to be in excess of the required 11½∀. Claimant was able to make adjustments to the paving machine when the thickness was found to be in excess of the required 11½. At no time did Respondent take over and direct the paving operations or substantially interfere with the contractor's paving activities.

The real cause of the thickness variation is found in Claimant's method of construction. Claimant chose to run its slipform paver off a stringline rater than ski off the O.G.D.L. This method lends itself to some thickness variations.

This issue was never raised by Claimant as a significant problem during the paving operations. Claimant was fully aware of the variances which occur when paving on such sub-bases, and this would have been taken into account in its bid price. Accordingly, this Court should not grant an award on the depth of pavement claims stated in this count.

Width of Pavement

The project plans clearly detail the widths of the proposed pavement and adjacent shoulders which Respondent expected Claimant to place. Prior to stage II shoulder work, at Claimant's request, Respondent allowed Claimant to pave the shoulders 1 narrower than shown in the plans due to the resulting wider pavement that was constructed.

It is the responsibility of Claimant to provide the equipment to meet the plan requirements and to make equipment adjustments to provide the required product in an economical manner.

In its administrative claim submission, Claimant conceded that it had no right under the contract to payment for wider pavement. No award should be made.

Thin Pavement Deductions

Respondent performed the inspections for this project as provided in the specifications.

The minor contract penalties assessed are justified by the terms of the contract. Accordingly, the Court should not grant any award for this aspect of count VI.

Count VII (Rejection of Pavement Under Nettle School)

The contractor seeks an additional $18,268.81 in direct costs, $803.03 in profit, and $54.36 in bond costs related to the directive to remove and replace defective work under the Nettle School Road. Reimbursement is sought for 100 feet of the 167 feet of pavement ordered replaced.

On June 15, 1993, Claimant placed CRPCC pavement from Station 915 + 10 to 926 + 90. Included in the paving of this area was the task of paving under the Nettle School Road Overhead located at Station 925 + 88.

This was the first location to pave under an overhead. The location of piers would not allow the passage of trucks and paving equipment simultaneously. Claimant's plan was to back trucks, one at a time, down the haul road from locations further up station from Nettle School Road. This procedure adversely affected concrete placement and finishing operations and could lead to delamination.

On June 15, 1993, at 2:00 p.m., the finishing machine was at station 925 + 00 at 2 p.m. The ending header was at station 926 + 80 at 5 p.m. Therefore, the finishing machine advanced only 180 feet in three hours. The finish machine had stopped many times for long time spans, sometimes up to an hour. The resulting quality of finished pavement was seriously compromised. The resident engineer discussed the situation with the contractor's paving

superintendent and verbally notified him that 167 feet of pavement (station 925 + 13 to 926 + 80) was unacceptable and that it must be removed.

Claimant did not act on this directive until the order was reiterated the next morning at the scheduled progress meeting. Claimant did admit at this meeting that some of the previous day's pavement was questionable.

Respondent's directive to remove and replace this 167 feet of pavement was based on articles 408.11, 408.12 and 408.20 of the standard specifications and observed field conditions. Article 408.11 requires bottom lift concrete to be "topped-off" within 20 minutes of placement. Article 408.12 directs the installation of a transverse construction joint when there is an interruption of more than 30 minutes in the concreting operations. Article 408.20 states that the operations of depositing, spreading, consolidating and finishing shall be such that, insofar as possible, continuous operations of the paver will be maintained and frequent starting and stopping of the paver should be kept to a minimum.

Respondent was, without question, within its contractual rights to order removal and replacement to assure that a quality pavement was constructed.

Count VIII (Direct Costs Resulting from Abnormal Weather)

Claimant claims that it encountered abnormal and severe weather conditions during the performance of the contract. Claimant seeks direct costs due to lost productivity during the construction of the O.G.D.L. and during its concrete paving operations in the amount of $217,071.81. Additional direct costs associated with extra haul road maintenance costs are sought in the amount of $42,325.18. Bond costs on the above amounts are sought in the amount of $739.28.

Claimant bid the contract and agreed to undertake the work entailed, beginning on March 1, 1993, and to complete the work by October 30, 1993. Claimant should not be excused from its obligation of timely performance or become entitled to additional compensation because it encountered unforeseen difficulties caused by northern Illinois weather. Furthermore, it is the contractor's responsibility to make up for any delays or lack of progress due to bad weather during periods of good weather. The Claimant never demonstrated a reason for relief, either in time or money, on account of weather conditions.

Any time or money relief due to Claimant would be governed by the express terms of the contract. The only express provision found in the contract concerning additional time for weather related delays is found in article 108.09 of the standard specifications.

This provision of the specifications allows time relief due to weather events which are singular occurrences in duration and intensity. Nothing in the contract removes or changes the risk from Claimant for a wetter than normal period during the construction season. Abnormal weather was never a justification for extension of the incentive date of this contract. The provision only grants time relief, not money, for a duration determined by Respondent to be equitable.

The daily weather conditions recorded in Respondent's resident engineer's daily diary and weather information from the Midwest Climate Center in Champaign, Illinois, indicates that the month of June was wetter than what could be expected in a normal year. It also indicates closer to normal precipitation in all other months of construction. When this information is combined with the fact that Claimant has not made out any circumstances rising to the level of an Act of God as defined in the contract, it is clear that the weather impacted days are less

than the Claimant has attempted to make out. The diary discloses not more than 40 days genuinely impacted. Respondent expressed disappointment to Claimant regarding the inefficient use of good weather days.

The daily diary is replete with instances of contractor mismanagement sufficient to cause its own problems. The resident engineer recorded the problems the stage I crews were having and Claimant's lack of attention to details of the work, such as neglecting to cut weeps. The failure of Claimant to adequately maintain the haul roads for proper drainage is well documented.

As far as a written request for an extension of time is concerned, none were made by Claimant during the most severe periods of the claimed weather impacts which now form the basis of this count of the claim. Several times the contractor indicates that it believed it had justification for an extension to the completion date, but it did not present a written request until October 22, 1993, only five days prior to completion of all work subject to the incentive.

Count IX (Additional Incentive Payments)

Claimant, in count IX, seeks acceleration and delay costs arising out of the alleged time impacts caused by the issues addressed in counts I, II, III, and VIII, in addition to one other issue concerning the protection of temporary light poles. The basic claim of Claimant is that extra work and severe weather combined to delay progress in completing the work of the contract and Respondent should have granted time extensions for specific causes. The failure to grant extensions caused the expenditure of additional funds to complete the work before the completion date. Claimant also hopes to earn additional incentive payments, home office overhead, field office overhead, direct costs for night lighting, and minor profit and

bond amounts. The total sought adds up to $901,224.88 for this acceleration and delay count.

The recovery of any amounts under this count is dependent on Claimant's success in demonstrating that the actual causal events presented in the relevant counts of the complaint (counts I, II, III and VIII) entitle the Claimant to a time extension which was not granted. For those causal events which were related to extra work (counts I, II and III), the Claimant must prove IDOT's responsibility. Claimant must demonstrate that the resulting delay was Respondent's responsibility, that the delay was to a controlling aspect of the work, and that the delay was not running concurrently with some delay caused by Claimant, or during a period of no real impact to the time of performance.

At trial, Claimant provided a time analysis which relied upon the production of an "as built" schedule and an "adjusted as built" schedule for the contract stages and the contract duration in its entirety. The "as built" schedule was presented as an accurate history of the project with compensable and noncompensable delays accounted for and included. The "adjusted as built" schedule was presented as reflective of how the project would have progressed had Respondent not caused each delay involved and had the weather not impacted the project. The "adjusted as built" schedule was created by Claimant's opinion witness, Richard Ott. It collapsed the "as built" schedule by removing the delay durations for which Claimant believes it was entitled to extensions of time.

Respondent presented the testimony of Stan Grabski whose current position is project review engineer for IDOT as an opinion witness. Mr. Grabski reviewed Claimant's progress schedule. It indicates how Claimant planned to complete all work and indicated the controlling items of work for the schedule.

The original schedule indicates that the contractor intended to begin March 1st, intended to switch traffic for stage I work on March 24th, intended to switch traffic to start stage II on June 24th, and intended to complete the work not subject to the 20 working day clean-up by October 1st. Claimant planned on stage I and stage II taking a total combined 190 calendar days to complete after a 24-calendar day period which Claimant has called pre-stage I.

The actual time of performance from IDOT records and as submitted by the Claimant indicate that Claimant began on March 1st, switched to stage I traffic on April 19th, switched to stage II traffic on August 14th, and completed the work not subject to the 20 working day clean-up period on October 26th. Claimant used a total 190 calendar days to complete stage I and stage II.

It is apparent that the only difference between the performance duration as originally planned and as actually carried out was the extra 26 calendar days used during the pre-stage I activity. Aside from performing stage I and stage II later in time and taking longer to perform stage I, as compared to stage II, Claimant performed in the same time as planned. Thus, the Court's focus for consideration of time impacts should be on the reason the pre-stage I work took 26 extra days.

The only factors relevant to the time of performance required for the pre-stage I work, other than those under Claimant's control, were the weather and the expanded traffic control work added by IDOT.

Expanded Traffic Control

Respondent decided to expand the traffic control protection. Claimant was notified of this change in the traffic control requirements on March 26, 1993. Claimant

was instructed to begin acquiring materials immediately and to provide IDOT with agreed prices to cover the various items. Respondent's formal letter was provided on April 1, 1993.

The series of events that took place from notification of the traffic control additions to installation prior to stage I head-to-head traffic indicates some miscommunications between Claimant and its subcontractor, Midwest Construction Services ("MCS"). Claimant's contemporaneous records place a great deal of blame on MCS. Once the materials did arrive on the job site, the installation was completed within two days.

To demonstrate that the traffic control additions had no impact on the date of switching traffic, IDOT prepared a time line to detail the sequence of events involved with the construction of the temporary cross-overs. This time line shows that the traffic switch date could not have occurred any sooner than April 19, 1993. It also shows that the sub-contractor constructing the cross-overs never left the job site, thus remobilizing was not necessary.

Claimant indicated at the pre-construction meeting that they hoped to make the first traffic switch by March 24, 1993. However, prior to any changes, Claimant was already behind schedule. Claimant did not have even 50% of one cross-over completed before being requested to make traffic control additions. The cross-overs were not completed until April 12, 1993, approximately three weeks from the March 24th switch date.

Claimant attempts to explain away the need to make any effort to make up time in the construction of the cross-overs because of a delay in arrival of the additional items. Acquiring the materials for the traffic control

changes had no influence on the physical construction of the cross-overs.

Claimant was significantly behind on the controlling item or work, temporary cross-over construction. The non-controlling traffic control work, as changed by Respondent, could not account for the 14-day time loss claimed to be suffered by Claimant and certainly not the entire 26 days of actual late performance deviating from its own planned schedule.

Weather

Claimant argues that adverse weather conditions impacted the date on which it was able to switch to stage I work after the pre-stage I work was completed. Weather did not impact the project. In addition to the precipitation information presented in exhibit 26 of the departmental report, the daily diary of the resident engineer indicates the level of work activity for each day prior to the stage I switch. Claimant claims 29 days in which it was impacted by abnormal weather. Claimant did considerable work on 23 days of the month, 17 of which occurred before the planned switch date. Claimant did no work on the four workable Sundays of the month. Claimant had 27 days on which it worked or could have worked in March. The meteorological data indicate that March and June were wet months, but it also indicates that there were months during the construction project that were dryer than average.

Respondent recognized when it designed this project for letting and construction early in the construction season that adverse weather would be likely during March. In order to obtain the rapid cross-over construction necessary to advance the main stage I work, Respondent designed the cross-overs using an aggregate stone

embankment with concrete pavement construction rather than using a more common dirt embankment with bituminous pavement. This method was intended to provide the ability to work in wet conditions.

The circumstances existing during March and early April, 1993, did not rise to the level necessary for time relief under the express terms of the contract. The 26-day actual delay was simply not adequately explained.

Respondent's Conclusions

Claimant had not efficiently performed during the pre-stage I and stage I work. The entire 26-day period was not caused by Respondent's actions. Through the time-impact analysis performed by Mr. Grabski, it was determined that at most, a five-day impact was possible on account of the added work. Given that the Claimant never made up the 26-day extended performance on the pre-stage I work, the five-day impact meant that the Claimant could not have finished work that many days earlier in October. That would have resulted in additional incentive day payments of $75,000.

Claimant performed in an accelerated manner after the denial of the verbal request for an extension of time made at a progress meeting on September 14, 1993. Respondent calculates the accelerated efforts over and above that originally planned to be $112,400. Any additional amounts claimed by Claimant are not warranted. This is especially true for the extended overhead costs.

Therefore, based upon the foregoing, Respondent recommends that any award based upon this count of the complaint be limited to $187,400.

Claimant's Claim for Prejudgment Interest

Claimant also seeks prejudgment interest from December 1, 1994, through the date of final payment. It is

well-settled that this Court is without jurisdiction to grant prejudgment interest (*Dimmitt & Owens Financial, Inc. v. State* (1992), 44 Ill. Ct. Cl. 25). Accordingly, the Court must deny this portion of the claim.

DISCUSSION

The general rule is that a contractor is bound by the damage provisions of the contract and has no right to additional compensation for delays which prevent the contractor from completing the contract unless the delays are the sole responsibility of the State. *Illinois Contractor Corporation v. State* (1993), 45 Ill. Ct. Cl. 124, citing *Johnson County Asphalt v. State* (1987), 39 Ill. Ct. Cl. 36 and *Walsh Construction Co. v. State* (1964), 24 Ill. Ct. Cl. 441.

It is inevitable there will be some delays and delay will be tolerated if reasonable. (*J.F., Inc. v. State* (1988), 47 Ill. Ct. Cl. 5.) It is Claimant's burden to prove the contract, the breach, and the damages. (*Davinroy v. State* (1991), 44 Ill. Ct. Cl. 268.) The Court in *Fruin Colmon Contracting Co. v. State* (1967), (26 Ill. Ct. Cl. 138) stated that, "[w]here the evidence shows more probably than not that the respondent should have granted reasonable extensions of time for delays due to unforeseen causes beyond claimant's control and without claimant's fault or negligence, then claimant is entitled to all retainage without liquidated damages." (26 Ill. Ct. Cl. 138.) The State should allow an extension where the cause is not the fault of the claimant. *McHugh Construction Co. v. State* (1971), 27 Ill. Ct. Cl. 232.

One of the primary methods used by Claimant to present its case was to provide testimony and demonstrative evidence through its opinion witness, Richard Ott. Mr. Ott prepared an "as-built" schedule. The purpose of the "as-built" schedule was to analyze through graphical portrayal the relationships between activities, similar to

the critical path method ("CPM") scheduling. The objective was to determine how the work would have been constructed absent delays, extra work or changed conditions. Mr. Ott reached the conclusion that a total of 35 days were lost due to significant extra work. He also concluded that there were 29 days in which Claimant was impacted by weather.

In count I, Claimant seeks $6,549.87 allegedly for unpaid direct costs of expanded traffic control. There does not appear to be a dispute that significant extra work was performed. Respondent only asserts that Claimant was fully and fairly compensated for the additional work involved on a force account basis. Although Claimant did not explain the basis of the claimed amount, other than specifying that $6,245 was for extended lane closures, and $275.26 for profit (at 4.4%), Claimant did request in its request for equitable adjustment that it be compensated at the rate of $782 per calendar day for eight days of lane closures for a total of $6,256 due to the expanded traffic control work. Mr. Ott testified that the expanded traffic control and the extra additional work in pre-stage I caused 14 days of delay to Claimant. Of the 14 days, nine days delay and impact were occasioned by expanded traffic control for the procurement of material and five days due to the expanded control work which caused extra work.

Respondent did significantly alter the traffic control requirements at a very late date. Although Respondent knew that it was going to change the traffic control requirements, it did not notify Claimant early enough to allow Claimant to factor the changes into its planning and preliminary work. Claimant should be awarded $6,549.87 pursuant to count I.

In count II, Claimant seeks $42,227.67 for its unreimbursed direct costs caused by the additional lime requirements. Claimant claims it was not paid for adding

lime to an additional four inches of depth (from 12 inches to 16 inches) to increased locations. Respondent's evidence and arguments thoroughly contradicted Claimant's claim for additional expenses with one exception. Respondent agrees that $6,900 be awarded to Claimant pursuant to count II for extra earth excavation. Claimant should be awarded $6,900 pursuant to count II. As to the remainder of count II, we find that Claimant failed to prove its claim by a preponderance of the evidence.

In count III, Claimant asserts that IDOT's elevation data was flawed and Claimant had to excavate and remove a greater amount of soil than that set forth in the contract. The significant extra work resulted in direct costs of $477,729.09. Neither the evidence presented at the hearing, nor the information contained in Claimant's request for equitable adjustment prove Claimant's claim by a preponderance of the evidence. The relief sought in count III should be denied. We find Respondent's arguments persuasive.

In count IV, Claimant seeks $12,254 in additional costs regarding the open-graded drainage layer. The specifications required no less than 200 lbs./cy. and no more than 280 lbs./cy. Claimant submitted a mix design at 200 lbs./cy. but Respondent directed Claimant to use 240 lbs./cy. Respondent's calculations show that Claimant is owed $14,430.23 for additional cement costs. Claimant should be awarded $14,430.23 pursuant to count IV.

In count V, Claimant seeks $24,200 for additional drainage layer. Neither the evidence at hearing, or the information obtained in Claimant's request for equitable adjustment prove that Claimant is entitled to any additional compensation by a preponderance of the evidence. The relief sought in count V should be denied.

In count VI, Claimant contends that IDOT inspectors interfered with Claimant's methods of using its paving equipment. The contract specified that concrete be at an 11½ inch depth. Claimant presented evidence that IDOT personnel would not allow Claimant's paving crew to operate the paving equipment in the manner which would produce pavement at the required level. Respondent did not present any evidence refuting the alleged interference by its personnel, instead it only argues in its brief that paving was under the control of Claimant. Claimant also asserts that the average thickness for the concrete in stage I was 12.2 inches and in stage II was 12.4 inches. Respondent does not dispute the calculations of the damages requested by Claimant assuming half-inch additional thickness. Claimant should be awarded $117,865.15 for the costs associated with the interference causing the additional thickness of concrete in count VI. However, Claimant has not met its burden to prove that: (i) Respondent should pay $8,555 for an additional two-inch extra width of the mainline pavement; and (ii) Respondent improperly deducted $970.66 in inappropriate charges due to alleged hypercritical inspection practices.

In relation to count VII, Claimant contends that IDOT directed it to remove 167 feet of mainline pavement. Claimant alleges that the removal of the concrete under Nettle School Road was unnecessary and it incurred $19,127 in costs. A coordination problem had apparently existed between the laying of a bottom layer of concrete for the affected area and the top layer of concrete. The concrete was not placed in accordance with the requirements of the contract. The next day IDOT ordered all 167 feet of pavement be removed. It appears that 100 feet of the 167 feet removed did not exhibit any problems and this is the amount for which recovery is

sought. Claimant's contention is that IDOT should have ordered removal prior to allowing the concrete to cure.

The paving operation was not performed in conformity with the contract and Respondent was within its contractual rights to order removal and replacement of the 167 feet of pavement. The relief sought in count VII should be denied.

As to count VIII, Claimant seeks $260,136.27 for additional labor, material costs, and costs related to additional maintenance of the dirt haul roads caused by abnormal and unusual weather conditions. Claimant alleges that rainfall was heavier than historical norms. Recovery is sought pursuant to the "Act of God" provision contained in article 108.09(b). This provision, as Respondent argues, allows for an extension of the completion date and does not contemplate reimbursement for direct costs experienced by the contractor. Although the usual application of the type of phenomena of nature is the type of event that is singular in occurrence, i.e., earthquake, tornado, flood, cloudburst, the definition section also includes an express exception stating that a "rain, windstorm or other natural phenomenon of normal intensity * * * shall not be construed as an 'Act of God'." Respondent argues that the length of time for which the work was to be performed (March 1st through October 30th) allowed Claimant sufficient time to make up for delays caused by weather. Respondent agrees that the month of June was wetter than could be expected in a normal year. Additionally, review of exhibit 14 of Claimant's request for equitable adjustment does indicate that 14 days were rained out in June. These two sources graphically illustrate the significant differences in rainfall between June, 1993, and the prior 30 years at the Marseilles Lock Station, the site closest to the construction. The Court finds

that Respondent should have extended the completion date. The contract requires that the number of days to be extended is to be determined by IDOT on an equitable basis. In its request for equitable adjustment, Claimant argued that it was denied at least eight work days performance in June which created an 11-calendar day delay. The completion date of the contract should have been extended by eight days, thereby affecting the incentive date in favor of Claimant by eight days. An additional eight incentive days would constitute an award to Claimant of $120,000.

In count IX, Claimant seeks $901,224.88 acceleration and delay costs arising out of the alleged time impacts caused by the issues addressed in counts I, II, III, and VIII. Respondent acknowledges that a five-day impact was possible because of added work which would have resulted in additional incentive payments of $75,000. Respondent also agrees that Claimant is entitled to $112,400 for costs associated with accelerated efforts over and above that originally planned. The Court agrees with Respondent and finds that Claimant has not proven that it is entitled to any additional costs for acceleration efforts or award for any additional incentive payments beyond the $187,400 agreed to by Respondent.

The Court's decisions herein as to each issue are based on our findings that the Claimant neither met or did not meet its burden of proof as to each separate award. We did not find Claimant's expert's opinions completely absolving Claimant from any fault to be credible. As also found important, in our rulings against Claimant, that Claimant did not formally seek an extension of the completion date until near the end of the work and after most of the acceleration efforts were completed.

The Court, therefore, finds that the Claimant has proven its claims and damages, in summary, as follows:

Count I:	$ 6,549.87	(agreed by IDOT)
Count II:	$ 6,900.00	
Count IV:	$ 14,430.23	(agreed by IDOT)
Count VI:	$117,865.15	
Count VIII:	$120,000.00	(add 8 incentive days)
Count IX:	$187,400.00	(agreed by IDOT)
Total	$453,145.25	

We further find that Claimant is not entitled to prejudgment interest. *Dimmitt & Owens Financial, Inc. v. State* (1992), 44 Ill. Ct. Cl. 25.

Finally, the question of entering an award remains. This Court cannot enter an award unless sufficient funds remain unexpended in the appropriation made to fund the project. (See discussion in *Loewenburg/Fitch Partnership v. State* (1986), 38 Ill. Ct. Cl. 227 and *Ude, Inc. v. State* (1982), 35 Ill. Ct. Cl. 384.) There is no evidence in the voluminous record before the Court as to the exact amounts of released and unexpended funds remaining from the project.

It is this Court's policy in breach of contract claims to limit awards so as not to exceed the amount of funds, appropriated and lapsed, with which payment could have been made. To do otherwise would be the same as granting a deficiency appropriation. The appropriation of State funds is the constitutional prerogative of the Illinois General Assembly. It is the Court's duty to advise the General Assembly. *Thorlief Larsen and Son, Inc. v. State* (1990), 42 Ill. Ct. Cl. 195; *J. F. Inc. v. State* (1988), 41 Ill. Ct. Cl. 5; *Fru-Con Corp. v. State* (1996), 50 Ill. Ct. Cl. 50.

Therefore, the Court orders the Respondent to file with the Court the fiscal data on the project, including the balance of the released funds which lapsed at the conclusion of the project within 10 days. Upon the

Court's receipt of the fiscal information, the Court will enter its final order in this case.

ORDER

FREDERICK, J.

This cause comes on to be heard on the Court's own motion following up on the decision entered herein on March 23, 2000. The Respondent has duly filed the requested fiscal information. The Court finds:

Sufficient funds lapsed to cover the damages found so the Claimant is hereby awarded $453,145.25 said sum to be payable from 902 fund monies.

(No. 96-CC-4152—Claims dismissed.)

FELICIANO SERRANO and WARDALE GREER, Individually and as Representatives of a class of all persons similarly situated, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed December 15, 1999.

PAUL ARMSTRONG, for Claimants.

JIM E. RYAN, Attorney General (EDWARD C. SEWARD III, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID CODE—*circuit court has exclusive jurisdiction to review merits of improper tax refund intercepts.* Under sections 10—17.3 and 10—17.5 of the Public Aid Code, the procedure whereby the Department of Public Aid intercepts federal income tax refunds of noncustodial parents owing child support is subject to an administrative hearing and is ultimately judicially reviewable under the Administrative Review Law, and accordingly, exclusive jurisdiction to review the merits of such intercepts lies in the circuit court, and the Court of Claims lacks jurisdiction to determine the validity of such procedures.

JURISDICTION—*improper seizure of parents' tax refunds—claims dismissed for lack of jurisdiction.* In an action brought by noncustodial parents

seeking redress for improper seizures of their federal income tax refunds by the Illinois Department of Public Aid which were contrary to circuit court orders that adjudicated the Claimants' child support obligations, the claims were dismissed for lack of jurisdiction since the circuit court was vested with exclusive jurisdiction to review the merits of such intercepts.

OPINION

EPSTEIN, J.

Claimants are noncustodial parents under child support court orders and have brought this action seeking redress for allegedly improper "intercepts" (seizures) of their federal income tax refunds by the Respondent's Department of Public Aid ("IDPA")—and for IDPA's refusal to "adjust their accounts"—which were contrary to circuit court orders that adjudicated their child support obligations. Claimants allege that the circuit court determined that no money was owing for child support (by Claimant Serrano) and that less money was owed (by Claimant Greer) than was taken by IDPA's intercept of his refund. See complaint, pars. 1-8.

Claimants seek (1) a refund award of all monies improperly taken by IDPA intercepts; and (2) a prohibitory injunction against IDPA utilizing the intercept procedure in contravention of circuit court child support orders. Claimants seek certification of this case as a class action on behalf of all others similarly situated.

These claims are before us on the Respondent's section 2—619 motion to dismiss the claims which asserts: (1) a jurisdictional failure to exhaust administrative remedies, as required by section 25 of the Court of Claims Act (705 ILCS 505/25) and our implementing Rule 60 (74 Ill. Admin. Code section 790.60); and (2) the lack of subject matter jurisdiction of this Court to grant injunctive relief. Claimant has not filed objections to the motion or otherwise responded.

On the exhaustion issue, Respondent relies on *Curwick v. State* (1992), 44 Ill. Ct. Cl. 242 (Sommer, C.J.) as dispositive on the Court of Claims' lack of jurisdiction over the IDPA intercept procedures, and cites *Gipson v. State* (1999), 51 Ill. Ct. Cl. 54 at 57 on the general issue of jurisdictional failure to exhaust remedies. On the lack of injunctive powers of this Court, Respondent relies on *New Life Development Corp. v. State* (1992), 45 Ill. Ct. Cl. 65 (Montana, C.J.) but should have relied on *Garimella v. Board of Trustees of the University of Illinois* (1996), 50 Ill. Ct. Cl. 350, which conclusively resolved that issue against injunctive powers.

Chief Justice Sommer's opinion in *Curwick* is precisely on point and dispositive of our jurisdiction over these claims. *Curwick* observed that under section 10—17.3 and section 10—17.5 of the Public Aid Code (now 305 ILCS 5/10—17.3 and 5/10—17.5) the intercept procedure is subject to an administrative hearing and is ultimately judicially reviewable under the Administrative Review Law (the "ARL," 735 ILCS 5/3—101 *et seq.*) and held, accordingly, that exclusive jurisdiction to review the merits of such intercepts lies in the circuit court and this Court lacks jurisdiction to determine the validity or invalidity of such procedures.

To *Curwick*, we only add the observation that these sections of the Public Aid Code not only vest review jurisdiction over IDPA intercepts in the circuit court, but do so with the adamant admonition that administrative decisions on intercepts "shall be reviewed *only* under * * * the [ARL]." 305 ILCS 5/10—17.3, 5/10—17.5.

The jurisdictional conclusion is also mandated by *Gipson, supra*, which is cited but overstated by the Respondent. *Gipson* held that whenever an administrative decision is statutorily made subject to judicial review (under the ARL or any other law), this Court is divested of

jurisdiction to adjudicate, even indirectly, the administrative action that is thus reviewable in the circuit court. *Gipson* observed that a failure to exhaust that *jurisdictional* review remedy (*i.e.*, circuit court review and the pre-requisite procedures) is itself jurisdictional.

However, *Gipson* did *not* say that a litigant's failure to exhaust *any* available procedural remedy is jurisdictional—only those that ultimately lead to circuit court review under the ARL or another statute. Non-jurisdictional procedural remedies are *mandatory* (on the litigant) under section 25 of the Court of Claims Act, but that mandate does not limit this Court's jurisdiction, as the court pointed out in *Gipson, supra*.

That fine but important distinction having been duly noted, these claims must be dismissed for want of jurisdiction and for failure to exhaust administrative remedies (in IDPA and by administrative review in the circuit court). Accordingly, we need not entertain the class certification motion or Respondent's objections.

We must express some dismay at the procedural result in this case. This Court is in the regrettable posture of closing our door to these Claimants—who have already been through one litigation in the circuit court on their child-support payment(s)—and who were later thrown out of the circuit court (for lack of jurisdiction) when they went back to ask that court to enforce its own prior orders. We are constrained to tell these Claimants that they are once again in the wrong court (which lacks jurisdiction), because there was yet another series of procedures (in IDPA and the circuit court) available to them that they should have used.

We are telling these Claimants—as the law commands us to do—that: (1) the first circuit court order on

their child support obligations is inadequate to protect them; (2) that a second IDPA administrative proceeding (and maybe another circuit court proceeding) to review the IDPA intercept is required; and (3) that unless all of those procedures have been exhausted (and have exhausted all involved) this Court is powerless to give the Claimants their wrongfully seized money back.

There are surely reasons that lead the legislature to create this procedural labyrinth. But it is not apparent why such a multiplicity of process is due (or sensible) when a court has already made a determination of how much child support, if any, is owing by a parent in a proceeding in which IDPA was likely a party. This convoluted statutory process, however, is well beyond this Court's competence and power to correct; any relief must be effected by the General Assembly.

For the foregoing reasons, these claims are dismissed with prejudice.

(No. 96-CC-4421—Claim denied.)

ROBERT DEAVERS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed December 22, 1999.

SCHOENFIELD, SWARTZMAN & MASSIN (RICH SCHOENFIELD, of counsel), for Claimant.

JIM E. RYAN, Attorney General (EDWARD C. SEWARD III, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*duty owed to inmates of State penal institutions—negligence.* The State owes a duty to an inmate of its penal institutions to provide the inmate with safe conditions under which to perform the

work assigned to him as well as a duty to supervise the inmate's work and provide safe and adequate work equipment, but for a Claimant to win an injury suit against the State, he must establish by a preponderance of the evidence that the State owed him a duty, that the duty was breached and that said breach was the proximate cause of the Claimant's injury.

SAME—*State not insurer of inmates' safety.* While the State owes a duty of protection to its prisoners and must exercise reasonable care toward them, the State is not an insurer of their safety.

SAME—*inmate hurt while operating rip saw—claim denied.* There was no liability on the part of the State for injuries suffered by an inmate who was hit by a piece of wood while operating a rip saw in the prison factory, since the inmate acknowledged that he had been warned not to stand directly behind the machine when operating it because pieces of wood could be thrown back at the operator, the saw had been used constantly for over 13 years without any major accident or injury, and the machine had been properly maintained and inspected and was not malfunctioning at the time of the incident.

ORDER

MITCHELL, J.

The Claimant, Robert Deavers, was an inmate at Graham Correctional Center, Hillsboro, Illinois. On September 27, 1995, he was working in the prison factory, operating the rip saw. He was feeding wood boards into the machine when wood shot back out of the saw at him, striking his left thumb and knocking the glove off his left hand. A piece of wood the size of a pencil went through Deavers' left thigh.

He was taken to Hillsboro Hospital Emergency Room where the doctor treated his thigh, stated that his thumb was not broken, sewed on the torn-off thumbnail and splinted the thumb. Subsequently, Deavers was transferred to Robinson Correctional Center where the doctor examined his thumb and stated that there was a comminuted fracture of the distal phalanx and surgically pinned the thumb. The doctor said that his thumb should have been pinned at Hillsboro Hospital. The thumbnail eventually grew in two pieces and repeatedly grew into

Deavers' skin causing him chronic pain. His left thumbnail was removed during an operation in August of 1998 to prevent these problems.

Deavers filed a complaint on June 18, 1996, for $100,000. The complaint charged that Respondent carelessly and negligently:

1. Had the Claimant operate a rip saw with a blade which was larger than the blade called for in the specifications, a missing balance weight and bad bearings.

2. Failed to inspect and maintain the machine.

3. Failed to provide Claimant with proper training or warnings.

A hearing was held before this Court on October 8, 1998. Deavers was the only witness at the trial. The other testimony was presented through evidence depositions.

Doug Hickman was the inmate who maintained the rip saw and all the other machines since July of 1993. He graduated from Eastern Illinois University with a Bachelor of Arts degree with a concentration on industrial maintenance. Hickman inspected the rip saw once a month, checking the V-belts, blade (to see whether it needed cleaning or replacing with a sharp blade) and other items, including the anti-kickback fingers. These fingers are designed to keep a board which is being cut from being thrown back at the operator. As part of the design of the saw, the fingers did not go all the way down to the table where the wood sits while it is cut—there is a small gap which would allow a small piece of wood to be thrown back toward the operator. It is because of this possibility that all operators, including Deavers, were instructed not to stand immediately behind the saw when operating it. No saw is 100 percent safe. Any saw or

power tool can throw a piece of wood back toward the operator. Any wood that has a knot or a split or crack can split and shatter. There were incidences before and after Deavers' accident when small pieces of wood were shot back at operators. The saw was in fairly constant use (cutting thousands of board feet per day) from 1984 to 1997 when it was replaced by a newer model. There were no major modifications or changes made during those years. Hickman inspected the saw immediately after Deavers' accident and found nothing mechanically wrong with the machine or blade. There is no balance weight in this rip saw and only one size blade which would fit the saw.

This Court held in *Douglas v. State* (1989), 41 Ill. Ct. Cl. 29, 34:

> "The State owes a duty to an inmate of its penal institutions to provide that inmate with safe conditions under which to perform the work assigned to him (*Reddock v. State* (1978), 32 Ill. Ct. Cl. 611); a further duty to supervise the work of an inmate and to provide safe and adequate work equipment. *Hughes v. State* (1984), 37 Ill. Ct. Cl. 251."

As noted in *Cintron v. State* (1995), 95-CC-2407, this Court has previously held that for a Claimant to win an injury suit against the State, he must establish by a preponderance of the evidence that the State owed him a duty, the duty was breached and that said breach was the proximate cause of the Claimant's injury. (*Ramos v. State* (1992), 44-CC-0042; *Starks v. State* (1992), 45-CC-0285.) While the State owes a duty of protection to its prisoners and must exercise reasonable care toward them, the State is not an insurer of their safety. *Starks v. State*.

Doug Hickman testified in his evidence deposition that the rip saw machine had been used constantly for 13 years without major change, modification or accidents involving medical care, and with monthly inspections and appropriate cleaning, etc. He stated the somewhat obvious fact that no saw or power machine is 100 percent

safe. Pieces of wood can be thrown back at the operator if there is a knot or flaw in the wood. Deavers acknowledged that he had received training on the machine and a warning to not stand immediately behind the machine when operating it. Hickman examined the machine after the accident and found nothing mechanically wrong with the machine or blade.

Claimant has failed to produce sufficient evidence to support any alleged breach of duty by the Graham Correctional Facility or by the Graham staff. Therefore, the claim is denied.

(No. 97-CC-0628—Claim dismissed.)

AARON HYCHE, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed November 1, 1999.

AARON HYCHE, *pro se*.

JIM E. RYAN, Attorney General (ALLISON D. MARTIN, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*inmate's constitutional claim alleging improper prison transfer and work assignment dismissed for lack of jurisdiction.* The Court of Claims dismissed an inmate's claim alleging that his constitutional rights were violated as a result of a prison work assignment and his transfer between correctional facilities, since such issues are not within the Court's jurisdiction as set forth in section 8 of the Court of Claims Act.

SAME—*lost property claim dismissed for failure to exhaust remedies.* Where an inmate who filed a lost property claim did not pursue his administrative appeal before filing his action in the Court of Claims, the claim was dismissed for failure to exhaust administrative remedies.

ORDER

EPSTEIN, J.

This claim has been filed by Claimant Aaron Hyche, an inmate of the Respondent's Department of Corrections (IDOC), seeking redress of various constitutional rights asserted by him in connection with his transfer between correctional centers and his prison work assignment, and is before the Court on the Respondent's motion to dismiss and the Claimant's ensuing motion for default and motion for summary judgment, to all of which responses in opposition have been filed. The Court has carefully and painstakingly reviewed the parties' submissions and supporting documentation.

We first take up the motion to dismiss, which raises an issue of this Court's subject matter jurisdiction that must, of necessity, be determined before proceeding further. Respondent points out that Claimant's complaint asserts federal constitutional rights relative to Claimant's prison and work assignments, and urges (1) that this Court's statutory jurisdiction under section 8 of the Court of Claims Act (705 ILCS 505/8) "does not extend to determining issues of constitutionality" (see motion to dismiss, par. 2, citing *Sass v. State* (1984), 36 Ill. Ct. Cl. 111 and *Levy v. State* (1982), 35 Ill. Ct. Cl. 111); and (2) the complaint fails to state a claim over which this Court has jurisdiction because prison and work assignments are discretionary with the corrections administration, citing *Watts v. Morgan* (N.D. Ill. 1983), 572 F.Supp. 1385 and *Shango v. Jurich* (7th Cir. 1982), 681 F.2d 1091.

We do not agree that the complaint calls on this Court to determine "constitutionality" but we do agree that the complaint asserts federal constitutional rights that we lack jurisdiction to adjudicate, because such issues are beyond our jurisdiction, which is established by

section 8 of the Court of Claims Act (705 ILCS 505/8). Thus the Claimant's complaint must be dismissed for want of jurisdiction.

That jurisdictional conclusion renders Claimant's motion for default moot, although we must note that that motion is plainly baseless and frivolous in any event, as the Respondent is not required to file an answer under our procedures. Similarly, the Claimant's motion for summary judgment is also moot insofar as the underlying claim is dismissed.

However, buried in the Claimant's summary judgment motion is another claim relating to an alleged loss of some personal property (books) that he there asserts to have been taken by IDOC staff and not returned to him after his (protested) transfer to the Pontiac Correctional Center. Over that claim this Court has jurisdiction, but that claim was not pleaded in Claimant's original complaint nor did he seek or obtain leave to amend to assert that property claim—which this Court would ordinarily and routinely have allowed him to do if the Claimant had timely requested to do so.

Although this Court has been tolerant, and does not enforce our procedural rules quite as strictly against *pro se* claimants, particularly IDOC inmates who plead their cases under difficult circumstances, we are less tolerant of claimants like Mr. Hyche who is demonstrably capable of generating forests worth of paper to assert his perceived rights. Still, we would take up his belated and unpleaded book claim but for one dispositive reason.

Also buried in this extensive file is the IDOC record of Mr. Hyche's grievance appeal relating to his book claim. That appeal, of course, is necessary to satisfy the statutory procedural requirement that Mr. Hyche, before becoming a claimant in this Court, exhaust his administrative remedies. (See section 25 of Court of Claims Act,

705 ILCS 505/25). The record, however, reflects the dismissal of his appeal to the IDOC Administrative Review Board because Mr. Hyche "was refusing to appear before the * * * Board." (See Minutes, Meeting of Administrative Review Board, IDOC, June 4, 1996, exhibit 6 to Claimant's motion for summary judgment.) Because the Claimant declined to pursue his administrative appeal that final step, he has failed to exhaust as required by the statute, and his book claim cannot be pursued here, and must be dismissed.

For the foregoing reasons, it is hereby ordered:

1. This claim for improper transfer and work assignment is dismissed for lack of jurisdiction;

2. This claim, insofar as it asserts loss of property is dismissed for failure to exhaust administrative remedies; and

3. This claim is dismissed in its entirety and forever barred.

(No. 97-CC-1063—Claimant awarded $234.30.)

LEE HOLDEN PARKER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed May 24, 2000.

LEE HOLDEN PARKER, *pro se.*

JIM E. RYAN, Attorney General (DIANN K. MARSALEK, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*when bailment is created.* Where the Respondent inventories items and takes exclusive possession of them, a bailment is created, and where there is a subsequent loss of or damage to the bailed property while in the bailee's possession, a presumption of negligence is raised which the bailee must rebut by evidence of due care.

SAME—*typewriter damaged while in possession of prison guards—award granted minus depreciation.* Based upon an inmate's undisputed evidence showing that his electric typewriter was stored in a locked office during a prison lockdown when no inmates had access to it, and prison guards

had possession of the typewriter and damaged it while conducting a shakedown for weapons, the inmate was entitled to an award for the depreciated value of the electric typewriter.

OPINION

EPSTEIN, J.

Claimant, Lee Holden Parker, an inmate of the Illinois Department of Corrections (IDOC), brought this claim seeking $840 in damages for loss of property due to the negligence of IDOC.

This case is before us after trial before our Commissioner, Michael E. Fryzel, and is now before us on the complaint of Lee Holden Parker, the trial record, and the Commissioner's recommendation.

The Claimant testified that on April 17, 1985, while at Menard Correctional Center, he purchased a Smith-Corona electronic typewriter for $715. In August of 1990, the prison was on deadlock for reclassification of inmates. During that time, his typewriter was stored in the office of the prison's Catholic chaplain, since Parker was a volunteer clerk for Jewish services and used the typewriter there. Claimant filed a claim for a destroyed typewriter ($715), film tapes and correction tape packets ($95) and lost shipping and handling costs for mailroom rejection of two approved typewriters ($30).

With regard to the shipping charges, the record shows that approval for the typewriter was given after it was rejected the first time. The record also shows that Claimant was reimbursed for the delivery charges for the second mistakenly rejected delivery. Therefore, it appears that Parker has not been wrongfully charged for delivery.

This Court has held in *Lucien v. State* (1994), 47 Ill. Ct. Cl. 221, 225, 226, that in order for a party's costs to be

paid, a statute must authorize such payment. Costs include filing fees, witness fees, deposition fees and expenses. Items such as copying and postage are not costs, as they are not authorized by statute to be paid. The State of Illinois is liable for costs only if the statute awarding the costs specifically and clearly names the State of Illinois as liable for those costs. (*I & D Pharmacy, Inc. v. State* (1984), 37 Ill. Ct. Cl. 7, 42; *Cayman Associates Ltd. v. State* (1980), 33 Ill. Ct. Cl. 301.) The general statute (section 5—108 of the Code of Civil Procedure) that allows the awarding of costs to plaintiffs who recover damages does not name the State of Illinois as being subject to the payment of costs under that statute. (735 ILCS 5/5—108.) Thus costs are not recoverable in the present claims.

With regard to the typewriter, the Claimant provided undisputed evidence that the typewriter was locked in a room at the prison, the prisoners were on lockdown and, therefore not able to enter the room. Furthermore, the prison guards had possession of the typewriter and damaged it while conducting a shakedown for weapons.

The Court has held in *Clay v. State* (1997), 50 Ill. Ct. Cl. 332, 334, 335, that the burden rests upon the Claimant to prove, by a preponderance of evidence, that the Respondent did not utilize reasonable care to insure its return and the value of the property. (*Doubling v. State* (1976), 32 Ill. Ct. Cl. 1, 2.) Where Respondent inventories items and takes exclusive possession of them, a bailment is created and, where there is subsequent loss of, or damage to, the bailed property while in the bailee's possession a presumption of negligence is raised which the bailee must rebut by evidence of due care. *Veal v. State* (1990), 41 Ill. Ct. Cl. 170, 171; *Arsburg v. State* (1978), 32 Ill. Ct. Cl. 127.

The Claimant did fulfill his duty to provide proof of damages in order to prevail as set forth in *Rivera v. State* (1985), 38 Ill. Ct. Cl. 272. One must take into consideration the age and nature of the property in making an award. (*Stephenson v. State* (1985), 37 Ill. Ct. Cl. 263.) Giving an average life of ten years to the typewriter, and considering that the typewriter was damaged five years after purchase and the accelerated depreciation ordinarily suffered by office equipment upon its initial use, we conclude that Claimant is entitled to an award of 33 percent of the $715 purchase price or $234.30.

Conclusion

For the reasons set forth above, the Court finds liability against the Respondent and Claimant Lee Holden Parker is awarded a total sum of $234.30 in full and complete satisfaction of this claim.

(No. 97-CC-2197—Claim denied.)

EDDIE LEE ROGERS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 9, 2000.

EDDIE LEE ROGERS, *pro se*.

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR., Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*inmate's television delivered to repair shop that went defunct—State not liable for negligent loss of property.* Where a correctional facility, after obtaining an inmate's consent to transport his television to an outside company for repairs, sent the television to a companion company that went defunct and did not return the television or the inmate's repair check, the State was not liable, since the inmate failed to establish the State's

negligence in delivering the television to the repair shop in question, nor did the inmate exhaust his potential remedies by filing suit against the company.

ORDER

EPSTEIN, J.

Claimant, Eddie Lee Rogers, an inmate of the Illinois Department of Corrections (IDOC), brought this claim seeking an award of $892.52 in damages for a television set valued at $262.52, a check for $130 for repairs and transportation, and $500 in damages for pain and suffering due to the loss of such television. This case is before us for final decision after trial before our Commissioner, LeRoy F. Ufkes, and is now before us on the complaint of Eddie Lee Rogers, the trial record, and the Commissioner's recommendation.

The Claimant testified that on March 16, 1996, while at the Stateville Correctional Center (Stateville), certain stations on his television set were not operating effectively. Claimant took his television to the personal property repair department but they were unable to fix it. Claimant further testified that the repair department advised him to have the television set transported to Video Basics by them and secured a check from him in the amount of $130 for the repair and transportation. However, they sent the television set to P. D. Video, a companion company owned by a husband and wife, which apparently went defunct. Claimant testified that he purchased the television set along with other personal property for $262.52 in 1986.

At trial, the Respondent produced no evidence and furnished no brief to explain the disappearance of Claimant's property.

This is an unusual property loss case against IDOC; indeed, this is an unusual television loss case. In the garden-variety claims of lost property, particularly televisions, within IDOC facilities or within the IDOC system,

it is usually a question of whether or not a bailment was created—i.e., whether the claimant's property was remitted to the exclusive control of IDOC in a bailment—that is disputed as the first issue. In this case, there is no real dispute of the creation of a bailment, which plainly occurred. However, there appears to be no violation of the bailment in this case. The bailment here was temporary, and was solely for the purpose of delivering the Claimant's television to a local repair shop. So this case cannot be decided on the basis of a bailment liability.

Here, the issue is one of simple negligence, which requires a 3-step analysis: (1) Did the Stateville IDOC staff deliver the television to the wrong recipient—i.e., a repair shop that was unauthorized by the Claimant? (2) If so, was that a negligent act, i.e., did IDOC breach its duty of reasonable care of Claimant's property in delivering the TV to a different repair shop? (3) If so, was that delivery to the wrong shop the proximate cause of Claimant's loss of the TV?

Then, of course, if liability is established, there is the issue—arising under the requirement of section 25 of the Court of Claims Act (705 ILCS 505/25) and this Court's implementing rules—of whether or not the Claimant has shown that he exhausted his potential remedies (i.e., his rights to payment for the lost TV and/or his lost repair payment) against the repair shop or its owner, who are the ultimate cause of the Claimant's loss in this case.

After a full review of this record, we are constrained to find that this claim founders—and clearly founders—on all of the elements, as well as the exhaustion requirement, for want of proof:

(a) It is not clear that the recipient shop, P. D. Video, was a "wrong" or even unauthorized choice; the record reflects that it was a "companion" facility owned by the same

owners as Video Basics, the selected store. This may or may not have been a truly separate business, and if it was not, then there is no issue. Claimant has simply not shown that the two are different.

(b) Claimant has not shown that IDOC was negligent in delivering the TV to P. D. Video. The original selection of Video Basis was recommended by the Correctional Center's repair shop staff (and it is not clear if it were IDOC staff or inmates who made the recommendation of a local repair shop) and was approved or adopted by the Claimant. There is no showing that the IDOC staff knew, or should have known, that P. D. Video was a bad choice or even that it was a genuinely different operation than Video Basics, or that there was anything to be known that might have suggested avoiding that repair facility. There is certainly no evidence in this record that IDOC staff had any reason to expect that business to close down and default on its repair obligations.

(c) It is not shown that the choice of P. D. Video over Video Basics was the cause, or even a cause, of the Claimant's losses. There is a suggestion in this record that both businesses had financial difficulties and may have closed. If so, there is no basis to find that the "wrong" choice of the one over the other had any effect on the result to Claimant's TV and money. If not, we still do not have a basis here to say that the loss would not have occurred if the set and money had been delivered to the other facility. Claimant has just not provided a basis on which we might find proximate causation in this case.

Finally, although it seems obvious—and Claimant maintains—that the ultimate cause of his losses was the fault of P. D. Video and/or its owner(s) who were the ones who got his money and television and returned neither, there is not a hint in this record that the Claimant pursued

any claim against them. Certainly he did not file suit against them, which would seem to be the minimum required to exhaust his remedies. Nor do we find in this record any obvious justification for not pursuing P. D. Video, such as bankruptcy by it, or some other reason that it would have been futile to pursue it for damages—or merely to regain possession of the TV (the disposition of which remains a mystery here).

Claimant has not proven a claim against IDOC for loss of his TV and repair money, which were lost due to someone else's violation of their duty to him (i.e., their duty to repair and return his television). He has not shown why the liability of the repair shop and its owners was not pursued or was not pursuable. This is unfortunate, as it seems clear that this Claimant was not at all at fault here. This inmate was an innocent party in this affair, but he cannot foist his loss onto IDOC without evidence, which is here lacking.

Accordingly, we must and will deny this claim for want of proof. Wherefore, it is hereby ordered this claim is denied and forever barred.

(No. 97-CC-2854—Claim dismissed.)

MAURICE GOLDMAN, father of CORESE GOLDMAN, a minor, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed March 31, 2000.

MICHAEL S. BAIM, for Claimant.

JIM E. RYAN, Attorney General (TOMAS A. RAMIREZ, Assistant Attorney General, of counsel), for Respondent.

PROBATE—*parental neglect—order barred child's father from filing wrongful death action against State.* Pursuant to the State's petition for adjudication of parental neglect under the Probate Act and the probate court's subsequent finding of neglect and order prohibiting the father from participating in the distribution of his child's estate, the father was barred from seeking damages against the State for the wrongful death of the child, and his complaint was dismissed.

ORDER

JANN, J.

This cause coming to be heard on Respondent, the State of Illinois' (Respondent) motion to dismiss, due notice given and this Court being fully apprised:

This Court finds that Claimant has filed this complaint seeking damages for the alleged wrongful death of his natural son, Corese Goldman on February 25, 1995. In April 1994, Corese Goldman was placed in the custody of the Department of Children and Family Services. In June 1997, the Cook County Public Guardian's office filed a Petition for Adjudication of Parental Neglect Pursuant to section 2—6.5 of the Probate Act (755 ILCS 5/2—6.5), seeking to bar Claimant, as well as Sharon Robinson, Corese's natural mother, from benefitting in any manner from Corese's estate.

On September 26, 1997, the Probate Court entered an order which stated in relevant part:

"On the basis of the Court's finding of parental neglect pursuant to 2—6.5 of the Probate Act, Maurice Goldman Sr. shall not participate in the distribution of the estate of Corese Goldman."

Pursuant to the Probate Court order, the Claimant is prohibited from benefitting from the death of Corese Goldman and also from participating in the distribution of any monies from Corese's estate.

This Court has dismissed similar causes of action for the reasons stated above. In *Bolden v. State* (1999), 51 Ill.

Ct. Cl. 413, this Court found that one of the bases of dismissal for the complaint was the fact that another court had entered an order negating the Claimant's right to any interest in his deceased daughter's estate.

Accordingly, the instant cause of action is barred by the Probate Court's order preventing Claimant from receiving any benefit from the death of Corese Goldman.

It is hereby ordered that Respondent's motion to dismiss is granted. Claimant's complaint is dismissed with prejudice.

(No. 97-CC-3673—Claimant awarded $167.25.)

DAVID L. DEAN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 16, 1999.

DAVID L. DEAN, *pro se*.

JIM E. RYAN, Attorney General (BRIAN J. DEES, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*duty owed when State takes voluntary possession of inmate's property—bailment—presumption of negligence.* The State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes voluntary, exclusive possession of such property, as during the course of the transfer of an inmate between penal institutions, and a loss of property while in the possession of a bailee raises a presumption of negligence which the bailee must rebut by evidence of due care.

SAME—*personal property destroyed during prison transfer—damages awarded.* An inmate whose fan and television were destroyed during a transfer between correctional facilities proved that the State was liable because the loss of property occurred while the State had voluntary, exclusive possession of the items, and in awarding damages, the Court granted the inmate the full value of the fan which was almost new but applied a 25 percent depreciation to the five-year-old television.

OPINION

RAUCCI, C.J.

This is a claim for loss of property pursuant to section 8(c) of the Illinois Court of Claims Act. (705 ILCS 505/8(c).) The Claimant seeks $218.75 for the alleged loss of various items of personal property alleged to have been lost through the fault or neglect of Respondent's Department of Corrections.

A hearing was held before Commissioner Robert H. Rath. Claimant testified that on March 11, 1997, he was packed at Menard Correctional Center for transfer to Joliet Correctional Center. He had a television and a fan which were in perfect condition. When Claimant got to the Joliet Correctional Center, both the television and the fan were destroyed. Claimant seeks $206 for the television and $12.75 for the fan. Those were the prices paid by him.

At the time of the loss, the fan was six months old; and the television was five years old. Claimant had lifetime guarantees on both.

The State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes voluntary exclusive possession of such property, as during the course of the transfer of an inmate between penal institutions. (*Lewis v. State* (1985), 38 Ill. Ct. Cl. 254; *Doubling v. State* (1976), 32 Ill. Ct. Cl. 1.) In the present case, the Claimant was transferred between penal institutions and received a receipt for his property. The record is uncontroverted that the Claimant's property was destroyed while in the voluntary exclusive possession of the Respondent. A loss of property while in the possession of a bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. (*Harris v. State* (1989), 41 Ill. Ct. Cl. 184, 188.) The State has not rebutted the presumption and is liable for the loss.

The question of damages remains. Regarding the value to be assigned to the lost and destroyed property, this Court has granted awards in cases where, although there were no receipts available, the Claimant's testimony regarding the value of property was credible enough to make an award. (*Seats v. State* (1994), 46 Ill. Ct. Cl. 418.) In *Seats*, this Court stated that values as established by the prisoner's own testimony are not speculative, but are to be weighted by the Court in conjunction with all the evidence before it, including the credibility and demeanor of the parties. (*Id.* at 420.) In the instant case, the Respondent put on no evidence to rebut the values established by Claimant. Furthermore, the prices listed appear to be reasonable and not inflated.

In some cases, this Court has awarded Claimants the full value of their property in bailment cases without allowing for depreciation, while in other cases, the Court has reduced the claimed amount by depreciation, usually amounting to one-third of the value of the property. When declining to consider depreciation, the Court has pointed out:

"* * * that a prisoner's situation is somewhat different from that of a civilian. When a prisoner loses an item, he must generally go to the commissary to purchase a replacement at the commissary's prices, and due to a prisoner's generally impoverished condition he often has to do without the lost item if not reimbursed adequately. An excessive assignment of depreciation effectively deprives the prisoner of his property. If the prisoner had a working television set when he was transferred, he should be entitled to a working television set when he arrives. If it does not work or is missing, he has nothing." *Seats*, 46 Ill. Ct. Cl. at 419, 420.

According to the Claimant's testimony, the fan was six months old and the television was five years old. Based upon the age of the goods, and the standards enunciated above, we find that depreciation of 25 percent should be applied to the television and that no depreciation should be applied against the fan. We award Claimant $12.75 for

the fan, and $154.50 for the television. The total award is therefore $167.25.

It is therefore ordered, adjudged and decreed that Claimant is awarded one hundred sixty-seven dollars and 25/100 ($167.25) in full and complete satisfaction of this claim.

(No. 97-CC-3911—Claim dismissed.)

KAREN SARPOLIS, Claimant, *v.* BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, Respondent.

Opinion on motion to dismiss filed January 5, 1999.
Order filed February 29, 2000.

KAREN SARPOLIS, *pro se*.

ARNSTEIN & LEHR (NORMAN P. JEDDELOH, of counsel), for Respondent.

LIMITATIONS—*tortious interference with contract and misrepresentation claims time-barred by two-year statute of limitations.* Tortious interference with a contract and fraudulent misrepresentation claims which were filed by a student against a university more than two, but less than five years after the tortious conduct allegedly occurred were time-barred, since the claims were governed by the Court of Claims Act's two-year limitation for claims not otherwise covered, and not by the five-year limitation for claims arising out of a contract.

SAME—*defamation action barred by Code of Civil Procedure's one-year limitation.* Under section 22 of the Court of Claims Act, where both the Act and another statute have limitations periods which are applicable, the shorter statute of limitations controls, and therefore, a student's defamation action against a university filed more than two years after the conduct in question was time-barred by the one-year limitation set forth in section 13—201 of the Code of Civil Procedure.

OPINION ON MOTION TO DISMISS

EPSTEIN, J.

These tortious interference with contract, fraudulent misrepresentation, and defamation claims against the

University of Illinois (the University or Respondent) are before us on the Respondent's motion pursuant to section 2—619(a)(5) of the Code of Civil Procedure (735 ILCS 5/2—619(a)(5)) to dismiss the tortious interference and fraudulent misrepresentation claims as time-barred by the two-year residual limitation of section 22(h) of the Court of Claims Act (705 ILCS 505/22(h)), and to dismiss the defamation claim as time-barred by the one-year limitation of section 13—201 of the Code of Civil Procedure. 735 ILCS 5/13—201.

The Limitations Issue

This action was filed on May 22, 1997, sounding in tortious interference with contractual rights, well over two years, but less than five years after the allegedly tortious conduct of University officials that gave rise to the Claimant's various cause(s) of action.

The issue as to each of the three claims is which statute of limitations is applicable. As to the tortious interference claim, and apparently as to the fraudulent misrepresentation claim, the applicability dispute is between section 22(a) of the Court of Claims Act (five-year limitation for claims "arising out of a contract") (705 ILCS 5/22(a)) and section 22(h) of the Act (two-year limitation for "all other claims" not otherwise covered by sections 22(a) through 22(g)) (705 ILCS 5/22(a)-(g)). Claimant disputes the applicability of section 22(h) to the tortious claim, which she maintains is governed by the five-year contract claim limitation of section 22(a) of our Act because her tortious interference claim "arises out of" her student contract with the University.

As to the defamation claim, and seemingly also as to the misrepresentation and tortious interference claims, Claimant asserts that the statute did not commence to

run against her until her discovery, in May 1997, of communications from University officials to Northwestern University, and that this critical information was withheld from her by the Respondent until she forced disclosure by invoking federal statutory rights in a complaint to the U.S. Department of Education. Claimant thus invokes a tolling defense against the applicable limitations.

Analysis

Claimant's tortious interference with contract claim sounds in tort, and is not covered by any of the specific statutes of limitation in sections 22(a)-(g) of our Act; this claim is therefore governed by the residual two-year statute of limitation in section 22(h) of our Act. Claimant's argument that the specific "contract" limitation of section 22(a) applies is clever, but without basis.

A tortious interference with contract claim is not a claim "*arising out of* a contract" (emphasis added) although it surely pertains *to* a contract and to contractual rights that are allegedly injured. Any act that constitutes a tortious interference with a contract is, by definition, an act *against* a contract or a contractual right. The section 22(a) language "arising out of a contract" refers to the *claim* and its legal basis. A contract may be the target of a tortious act, but is not the legal basis of a "tortious interference" claim. A tortious interference act is actionable not because the contract makes it wrongful but because the civil law of torts makes it wrongful. A tort claim "arises out of" duties imposed by law, not duties imposed by contract. This same reasoning applies to Claimant's misrepresentation claim, which is also a tort.

Claimant is misguided when she cites appellate decisions that hold that these kinds of tort actions are subject to a five-year limitation in the circuit court under the residual

limitation provision. (See section 13—205 of the Code of Civil Procedure, 735 ILCS 5/13—205); *e.g., Johnson v. Lincoln Christian College* (4th Dist. 1986), 150 Ill. App. 3d 733, 501 N.E.2d 1380; *Collucci v. Chicago Crime Commission* (1st Dist. 1975), 31 Ill. App. 3d 802, 334 N.E.2d 461.) The fact that section 13—205, standing alone, provides a five-year limitation, is not dispositive in this Court.

The limitations analysis for actions in the circuit court is governed exclusively by the limitations in Article 13 of the Code of Civil Procedure (and any specific provisions in other statutes, usually as to statutory actions). Claims in the circuit court, unlike claims in this Court, are not subject to the limitations in the Court of Claims Act. Our Act not only imposes different limitations on some particular kinds of claims than does the Code, but is written to address fewer and different categories of claims than is the more detailed Code of Civil Procedure. The Court of Claims Act limitations apply uniquely in this Court, but not exclusively.

The limitations analysis is simply not the same in this Court as in the circuit court. In that court, as observed above, the Code limitations are normally the only applicable limitations. In this Court, however, the limitations in our Act (set out in section 22) are the primary, but not exclusive, limitations. This Court must also look to the limitations under the Code (and any other applicable statutes) to see if any *shorter* limitation also applies to a claim before us. Section 22 of our Act dictates to us—and to litigants in this Court—that where both our Act *and* another statute both apply, the *shorter* statute of limitations controls. (See *Thomas M. Madden Co. v. State* (1998), 51 Ill. Ct. Cl. 317.) For this reason, the one-year limitation of section 13—205 of the Code of Civil Procedure governs Claimant's defamation claim.

Because of our holding that the defamation claim is subject to the one-year limitation, we need not now address the related point argued by the parties as to whether or not Claimant was required to file a notice of claim under section 22—1 of our Act. However, see *Glisson v. Southern Illinois University* (1996), 49 Ill. Ct. Cl. 174 (order on first motion to dismiss) (1995); *Fryman v. Board of Trustees of the University of Illinois* (1989), 42 Ill. Ct. Cl. 132, 135 (order on motion to dismiss; Raucci, J.).

For the foregoing reasons, Claimant's three claims are each time barred, unless the limitations periods were tolled by the Respondent's "withholding" of information. Claimant now claims in her brief that the Respondent's conduct prevented her from learning of the allegedly wrongful acts until May 1997, and thus tolled the limitations periods.

However, we are not persuaded that the facts alleged in the complaint give rise to a tolling of any of the applicable limitations statutes, and the parties have not adequately addressed either the factual or legal issues generated by the claimed tolling. On the current record, we therefore would have to reject Claimant's tolling argument.

However, Claimant appears to have anticipated her failure to prevail on this motion, and has requested leave to file yet a second amended complaint, to which the Respondent has not interposed objections. Accordingly, but reluctantly, the Court will allow this *pro se* Claimant one more chance to plead a survivable claim. Although this Court does not have a three-strike rule on repleadings, we note that there is much wisdom in this traditional American limit, and caution that after three strikes there is a greater burden of persuasion to convince us that the same batter deserves more pitches.

Order

For the foregoing reasons, it is hereby ordered:

1. These claims are dismissed as barred by the applicable statutes of limitations;
2. Claimant is granted leave to file a second amended complaint, in which she must allege facts that give rise to a tolling of the applicable statutes of limitations, not later than 28 days after the date of this order;
3. If a second amended complaint is not filed by the date required in this order, these claims shall be dismissed with prejudice.

ORDER

EPSTEIN, J.

This cause is before the Court on the Court's own motion.

On June 21, 1999, this Court ordered Claimant to file either a second amended complaint or a motion to reconsider by July 13, 1999. Claimant has filed neither.

It is hereby ordered that this cause is dismissed with prejudice.

(No. 97-CC-3978—Claim denied.)

HERMAN J. SHRADER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed March 31, 2000.

HERMAN J. SHRADER, *pro se*.

JIM E. RYAN, Attorney General (FRANK J. MCCARTNEY, Assistant Attorney General, of counsel) and JAY SPENGLER, for Respondent.

PRISONERS AND INMATES—*escaped inmate abandoned personal property—claim denied.* An inmate had no claim to personal property left behind at a State correctional center, where he was given a six-hour pass but failed to return to the center as required and was later apprehended as an escapee then transferred to another facility, since under relevant Department of Corrections regulations, an escape was deemed an abandonment of personal property and the State had the right to dispose of it by various means within a designated period of time.

ORDER

EPSTEIN, J.

Claimant, Herman J. Shrader, an inmate of the Illinois Department of Corrections (IDOC), brought this claim seeking $2,050 in damages for lost property which he alleges he suffered due to the negligence of IDOC.

This case is before us after trial before our Commissioner, LeRoy A. Ufkes, and is now before us on the complaint of Herman J. Shrader, the trial record, and the Commissioner's recommendation.

On November 3, 1996, the Claimant was given a six-hour pass while he was in Winnebago County Correctional Center as an IDOC inmate, having been transferred from Stateville Correctional Center to commence a work release program. Claimant claimed that he was unable to get back to the institution in that time because of some personal family problems. However, the records

reflect that the Claimant was picked up in another county and eventually transferred to the Joliet institution facility as an escapee, as he admitted. In the interim, the Winnebago County Correctional Center had disposed of his personal property which he had believed would be kept for him until he moved on to the next place of occupancy.

The IDOC regulations provide that a prison institution has the right within a designated period to dispose of prisoner's personal property, either by giving the same to charity or some other like disposal, and that an escape is deemed an abandonment of personal property left behind. DR 535, section 535.130 is cited by the Respondent to this effect. Claimant had abandoned Claimant's personal property for the requisite period as well as by escape. Nevertheless, it appears from the departmental report of IDOC that correction officials attempted to contact the individual whom the Claimant had designated to receive his personal property, and only acted upon Claimant's abandonment when that person could not be contacted by IDOC personnel.

In this case, this Claimant had been absent from the Winnebago County Correctional Center for over 30 days, and was deemed an escapee. Under the IDOC regulations, and under the facts of this case, this Claimant has no legitimate claim to any redress for his abandoned property. The Respondent acted properly, and this claim will be denied.

For the reasons set forth above, it is ordered that this claim is denied and forever barred.

(No. 97-CC-3984—Claim dismissed.)

RUSSELL BLOCK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 16, 2000.

KENNETH BLOCK, for Claimant.

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR., Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*negligence—what Claimant must prove.* Claimants have the burden of proving, by a preponderance of the evidence, that the State was negligent and that the State's negligence was the proximate cause of the Claimant's injuries.

SAME—*State not insurer of persons traveling on highways—notice requirement.* The State is not an insurer of all persons traveling on its highways, and where a dangerous condition exists on a State highway and a person using said highway is involved in an accident related to the condition, that person must prove by a preponderance of the evidence that such dangerous condition existed and that the State had actual or constructive notice of it, and to establish constructive notice it must be shown that the defect was substantial enough and existed for such a length of time that reasonable persons would conclude that immediate repairs should be made or warning signs posted.

SAME—*car damaged by pin from parking stall bumper block—no notice—claim denied.* Where the Claimant failed to establish how long a pin from a bumper block in a parking stall on State property had been protruding before an incident in which his car's undercarriage was damaged by the pin as he was backing out of the stall, there was no evidence upon which to charge the State with notice of the dangerous condition and the claim was dismissed.

ORDER

RAUCCI, C.J.

On May 3, 1997, at 5:15 p.m., the Claimant, Russell Block (with his son Kenneth as a passenger) while backing from a parking stall at the McHenry Dam in McHenry, Illinois, caught his front bumper undercarriage on a metal pin used to secure the bumper block. The pin was protruding about two inches. Block's bumper system was

damaged. Block filed a complaint on June 2, 1997, for $982.77 for property damage. A hearing was held before Commissioner Michael E. Fryzel on January 11, 2000.

Block, who has since passed away, was represented by his son Kenneth, who stated that his brother Jeff has been appointed executor or administrator of the estate. Kenneth testified that "I got letters back and forth stating that I should be the one to let the State know that I am doing this cause he is no longer available to do it." He did not have those papers at the hearing. Kenneth also testified that he has visited the dam spot several times before and never witnessed an incident like this happen before and knew of no complaints to the Department of Energy and Natural Resources prior to this incident.

We stated in *Koepp v. State* (1993), 46 Ill. Ct. Cl. 344 at 348 that:

> "Claimants have the burden of proving, by a preponderance of the evidence, that the Respondent was negligent and that the State's negligence was the proximate cause of the Claimant's injuries. *Bauman v. State* (1981), 34 Ill. Ct. Cl. 140; *Phillips v. State* (1991), 44 Ill. Ct. Cl. 89; *Mathews v. State* (1992), 44 Ill. Ct. Cl. 291."

Further, in Toliver v. State (1994), 47 Ill. Ct. Cl. 55 at 59 the Court noted:

> "This Court has consistently held that the State is not an insurer of all persons traveling on its highways. (*Edwards v. State* (1984), 36 Ill. Ct. Cl. 10, 15.) However, where a dangerous condition on a State highway exists, and a person using said highway becomes involved in an accident involving the condition, that person must prove, by a preponderance of the evidence, that such dangerous condition existed and that the State had actual or constructive notice of it. See *Scroggins v. State* (1991), 43 Ill. Ct. Cl. 225."

In *Miley v. State* (1997), 50 Ill. Ct. Cl. 41 at 48, 49 we further held:

> "* * *. To find that the Respondent had constructive notice of a dangerous condition, it must be shown that the defect was substantial enough and must have existed for such a length of time that reasonable persons would conclude that immediate repairs should be made, or, in the alternative, that warning signs be posted. (*Aetna Casualty & Surety Co. v. State* (1984), 37 Ill. Ct. Cl. 179, 181.) The dangerous condition must have existed for such an appreciable length of time that the Respondent can be charged with negligence

in not ascertaining and correcting the condition. *Skinner v. State* (1975), 31 Ill. Ct. Cl. 45, 49-50.

Where there is an absence of proof as to how long a dangerous condition existed, there is no evidence upon which to charge the State with notice of its existence, and, therefore the requirement of notice is not met. (*Baker v. State* (1989), 42 Ill. Ct. Cl. 110, 115; *Cataldo v. State* (1983), 36 Ill. Ct. Cl. 23, 25.) In cases where this Court has found constructive notice of a dangerous condition, there has been affirmative evidence of the length of time that the condition existed. See *Miholic v. State* (1979), 33 Ill. Ct. Cl. 23; *Palecki v. State* (1971), 27 Ill. Ct. Cl. 108."

Respondent's departmental report includes a July 15, 1997, Illinois Department of Natural Resources letter which states the pins on all bumper blocks were pounded down by a site technician two weeks prior to the incident. The burden of proof is on the Claimant to show how long the dangerous condition existed. Claimant has failed to meet this burden. Therefore, we are constrained to deny the claim.

It is therefore ordered, adjudged and decreed that this claim is dismissed and forever barred.

(No. 98-CC-0594—Claim dismissed.)

JUAN LEMES, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed March 3, 2000.

JUAN LEMES, *pro se*.

JIM E. RYAN, Attorney General (CHRISTINE RYAN, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*negligence—duty owed by State to inmates.* In order to prevail in a negligence claim for personal injuries, the Claimant must prove by a preponderance of the evidence that the State had a duty to protect him from harm, that the State negligently breached that duty, and that the negligence was the proximate cause of the Claimant's injury, and although the State owes a duty of protection to prisoners and must exercise

such reasonable care toward them as their known conditions require, the State is not an insurer of the safety of prisoners under its care.

SAME—*inmate with history of head trauma and seizures injured in fall from top bunk—claim dismissed.* Although the record showed that an inmate's medical history of head trauma, coma, and treatment with anti-seizure medication while incarcerated made it foreseeable that he could be at risk by assignment to an upper bunk, his claim for injuries suffered when he fell out of an upper bunk was dismissed, because he failed to meet his burden of proving his damages and that the State's negligence proximately caused his injuries.

OPINION

JANN, J.

This is a claim for personal injuries brought pursuant to section 8 of the Illinois Court of Claims Act. (705 ILCS 505/8.) The Claimant contends that he was injured when he fell from his top bunk at Jacksonville Correctional Center on April 2, 1997. He claims that he was assigned a top bunk, despite having informed correctional officers that he had a seizure disorder which made it necessary for him to have a bottom bunk. The Claimant is seeking a total of $95,000 in damages.

A hearing was held before Commissioner Clark on July 1, 1999. Testimony was heard from the Claimant; Respondent presented Debbie Rossetto, records office supervisor at Graham Correctional Center, and Dr. Robert McEntyre, medical director at Graham. The Commissioner also considered documents submitted by the Claimant in his complaint and those submitted by the Respondent in its departmental report in his consideration.

The Claimant testified that at approximately 1:00 a.m. on April 2, 1997, he fell from his upper bunk, hitting his chin and hand on the floor and knocking out a tooth. The Claimant stated that, when he came into custody, he told a doctor that he was afraid of seizures he suffered in the past. He said that while incarcerated at Danville, a

psychiatrist prescribed him Tegretol and assigned him to a bottom bunk because of seizures. The Claimant also testified that he told a doctor at Jacksonville, when he arrived there in 1996, that he had epilepsy.

Debbie Rosetto, record office supervisor at Graham, testified that she reviewed the Claimant's master file and found no incident report regarding the fall. She did find medical records that showed that the Claimant was treated on April 2, 1997. She also read the Claimant's grievance, which stated that a November 5, 1996 health status report from Danville was reviewed in connection with the case, but the report made no mention of reports of seizure activity, and the Claimant was not prescribed any seizure medication.

Dr. Robert McEntyre, medical director at Graham, testified that he reviewed the Claimant's medical file, which included a problem list showing the medical problems the Claimant reported. McEntyre stated that the only medical problem listed was a motor vehicle accident from 1985, in which the Claimant fractured his skull and was in a coma for 10-12 days. There were no reports of seizures or epilepsy. McEntyre said that generally, such medical problems would be noted in an inmate's record on a "problem list." The problem list is apparently used as a quick reference to identify potentially serious medical conditions. Mr. Lemes' head injury was classified as a "number one" problem in January, 1990, in IDOC records.

Dr. McEntyre also admitted upon cross-examination that Claimant was prescribed an anti-seizure medication prior to January 11, 1996. The record is unclear as to the duration of Claimant's treatment with said medication and no definitive diagnosis of seizure was made, but Claimant had suffered headaches and "feeling like he had stars in his head." When the anti-seizure medication was

ordered stopped for one month, Claimant was prescribed other medications for headache pain.

Claimant was monitored for seizures following his fall, on July 17, 1997, November 17, 1997 and March 16, 1998. On March 16, 1998, Claimant was released from the clinic for seizure observation and assigned a lower bunk for one year per Dr. McEntyre.

Claimant testified he had been issued a lower bunk due to his medical history for some seven-plus years prior to his fall at Jacksonville. Claimant was apparently first incarcerated in IDOC facilities in January, 1990.

We first note that Claimant requested an interpreter at hearing. A Mr. Roger Williams acted as interpreter. We are not further advised of Mr. Williams' skills as an interpreter nor his relationship, if any, with Claimant or Respondent. Both the hearing transcript and medical records before us reference difficulties in communication between Claimant and IDOC health care providers and Claimant and the witnesses, Commissioner, and court reporter at hearing.

Secondly, Respondent's motion for summary judgment was filed June 28, 1999. Hearing was held on July 1, 1999, at Graham Correctional Center. (The hearing date was not previously of record in the court docket.) The motion for summary judgment was not processed and forwarded for consideration until after the hearing. It was not raised at hearing nor considered in the Commissioner's recommendation to the Court. The Court, lacking notice of the intervening hearing date, entered an order denying Respondent's motion based upon the existence of genuine issues of material fact to be determined at hearing.

Regarding his injuries, the Claimant testified that he still suffers pain in his wrist, lapses in memory and headaches.

In order to prevail on his claim, the Claimant must prove by a preponderance of the evidence that the State had a duty to protect him from harm, that the Respondent negligently breached that duty, and that the negligence was the proximate cause of the Claimant's injury. (*Starks v. State* (1992), 45 Ill. Ct. Cl. 285, 290.) The State owes a duty to prisoners, that being a duty of protection, and the State must exercise reasonable care toward the prisoners that the prisoners' known conditions may require. However, the State is not an insurer of the safety of prisoners under its care. *Id.*

As previously noted, the Claimant's difficulty in communicating in English has been duly acknowledged by the Court. We have extended the broadest legally permissible latitude in considering Claimant's pleadings and proofs. However, we must insist upon adherence to basic legal principles and fundamental fairness to both parties. The Claimant ultimately bears the burden of proving each element of his case. Herein, the dispositive issues are:

1. Notice of Claimant's medical condition to Respondent which would reasonably require assignment to a lower bunk.

2. Breach of said duty of reasonable care by Respondent after notice of foreseeable harm to Claimant or others in similar circumstance.

3. Proof of damages suffered.

4. Proximate cause.

Respondent has argued that Claimant's failure to prove that he had a clinical history of epilepsy is dispositive of the notice issue and ergo, breach. We disagree. The record indicates that Claimant's history of severe head trauma and coma was disclosed and made part of

his medical file in 1990. He was also assigned a lower bunk for seven years prior to transfer to Jacksonville and again so assigned after his fall from a top bunk. Clinical evidence of seizure disorder is certainly *prima facie* proof that a request of a lower bunk should be granted to a reasonable layman. While Claimant's IDOC medical file is bereft of a confirmed seizure history, his unrebutted and supported evidence of severe head trauma, treatment of severe headaches with anti-seizure medication at IDOC health care and subsequent care for continuing headache pain before and after the fall from his bunk indicate Claimant was, more probably than not, a person foreseeably at risk by assignment to an upper bunk.

Respondent offered no evidence as to why Claimant was denied a lower bunk at Jacksonville. The Respondent's witnesses were unable to provide full records to the Court at hearing.

Claimant introduced no evidence as to procedure for assignment of bunks. No evidence of IDOC procedure was introduced by Respondent nor elicited on cross-examination of Claimant. However, the record indicates Claimant was previously assigned a lower bunk for seven years prior to, and for at least one year after, his fall.

We lack expert testimony as to interpretation of Claimant's present condition and the nature and extent of his prior injuries due to the head trauma in 1985. No testimony was offered by Claimant as to his general health and abilities prior to his fall at Jacksonville. Ergo, we are unable to ascertain the measure of damages alleged for pain and suffering and permanency due to alleged memory loss, the wrist fracture, or mouth and dental injuries. (Claimant presented no evidence to support his allegations of memory loss or other injury proximately caused by this fall nor of his alleged economic loss resulting from

diminished mental acuity or injuries on a permanent basis.) The record indicates all medical care was at IDOC expense.

As Claimant has failed to fulfill his burden of proof as to damages sustained and his underlying physical condition prior to the fall, a determination of proximate cause is not possible barring gross speculation and inference by the Court. We lack evidence as to pivotal facts necessary to informed legal analysis.

Claimant has failed to meet his burden of proof as to damages suffered and that the negligence of Respondent was the proximate cause of his injuries.

This claim is hereby denied and dismissed with prejudice.

(No. 98-CC-0601—Claimant awarded $30.)

GREGORY AGNEW, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed March 31, 2000.

GREGORY AGNEW, *pro se*.

JIM E. RYAN, Attorney General (MARK E. MCCULLOUGH, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*when Respondent is liable for damage to inmate's property.* When damage to an inmate's property has been caused by something under the Respondent's management, and the damages are such that, in the ordinary course of events, they would not have happened if the Respondent had exercised proper care, the incident itself affords reasonable evidence that the damages arose out of the Respondent's want of due care.

SAME—*flooding in cell—damages awarded for lost property.* Damages were awarded to an inmate for personal property that was destroyed when

flooding occurred in his cell due to a plumbing leak, where the inmate was not in the cell when the incident occurred and there was no evidence that the Claimant or other inmates had anything to do with causing the leak.

ORDER

EPSTEIN, J.

Claimant, Gregory Agnew, an inmate of the Illinois Department of Corrections (IDOC), brought this claim seeking $80 in damages for lost personal property, which he alleges he suffered due to the negligence of IDOC.

This case is before us after trial before our Commissioner, Nancy W. Owen, and is now before us on the complaint of Gregory Agnew, the trial record, and the Commissioner's recommendation.

The Claimant alleges that on November 16, 1996, he was an inmate at the Stateville Correctional Center when flooding occurred in his cell resulting in the destruction of his personal items consisting of an antenna, an Irish Spring soap, hair treatment, and Heritage lotion, allegedly worth $80. He testified that when he returned from a meal, IDOC officers informed him that the plumbing was flooding in his cell and that he would have to stay out while they made repairs.

There was no evidence presented as to the cause of the plumbing leak, other than that it apparently occurred in the plumbing chase behind Claimant's cell. There was no evidence that the Claimant or other inmates had anything to do with causing the leak.

The Court has held that the State is responsible for damage caused by flooding in the absence of evidence that an inmate caused the flooding. The management of the plumbing facilities in the cells housing inmates of IDOC is clearly the responsibility of IDOC, and this

Court has found that when damage has been caused by something under the Respondent's management and the damages are such that, in the ordinary course of events, they would not have happened if the Respondent had exercised proper care, the incident itself affords reasonable evidence that the damages arose out of the Respondent's want of due care. *Jackson v. State* (1992), 45 Ill. Ct. Cl. 314; *Newsome v. State* (1986), 38 Ill. Ct. Cl. 299.

In this case, there is damage in an IDOC facility under its control that was caused by flooding for which no other explanation has been given. We will, accordingly, find Respondent liable for the consequential damages.

The Claimant, of course, has the burden of proving his damages. Evidence was presented that there was some damage to commissary items from the flooding. The question is one of the amount of damage suffered. Claimant's claim that he had not used any of the items for the two months before the flood lacks credibility, as does his valuation which appears excessive. Nevertheless, there plainly were items damaged by the flood waters.

Conclusion

For the reasons set forth above, the Court finds liability against the Respondent for damage to Claimant's property in the amount of $30.

Accordingly, it is hereby ordered that Claimant Gregory Agnew be awarded the sum of $30 in full and complete satisfaction of this claim.

(No. 98-CC-1111—Claimant awarded $157.04.)

LARRY J. RIAL, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed January 12, 2000.

LARRY J. RIAL, *pro se*.

JIM E. RYAN, Attorney General (RANDALL C. STAUFFER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*loss of bailed property raises presumption of negligence.* The State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property, and the loss of bailed property while in the possession of the bailee raises a presumption of negligence which the bailee must rebut by evidence of due care.

SAME—*State liable for loss of inmate's property—award granted.* Where an inmate's personal property was lost or destroyed while he and other inmates were being moved from one cell house to another, the State was liable for negligence and an award was granted based on the property values provided by the inmate, since the State was in actual physical possession of the inmate's property when he was transferred but failed to return it to him, and the State did not rebut the presumption of negligence with evidence that it exercised due care.

ORDER

RAUCCI, C.J.

This is a claim for loss of property pursuant to the Illinois Court of Claims Act (705 ILCS 505/8(c)). The Claimant alleges that on June 22, 1995, his property was lost or destroyed while he and other inmates were being moved from one cell house to another following the installation of an intercom system in their cells at Stateville Correctional Center. The Claimant seeks $194.70 in damages as the result of the loss of his property, $50 for costs of litigation and an order for the Respondent to allow the Claimant to purchase replacement property.

A hearing was held before Commissioner Stephen R. Clark on June 24, 1999. Evidence at the hearing consisted

of the testimony of the Claimant. The Respondent filed a departmental report that included personal property inventories and permits. Through a request for admission, the Claimant presented another personal property inventory and receipts. No briefs were filed.

The Claimant testified that on or about June 22, 1996, he and other inmates in his cell block were moved, under the supervision of corrections officers, to other cells so that the State could install intercoms in the cells. The Claimant said he could not move all of his property at once, so he had to make more than one trip. He said that during the move, two boxes of his property were missing. The Claimant stated that he reported the property missing and later was informed by an officer from Internal Affairs that the property was found and would be returned to him. The property was not returned. No personal property inventories were made during the move.

According to the personal property inventory and receipts submitted by the Claimant and the personal property permits submitted by Respondent, the Claimant owned the following property lost during the move: headphones, beard trimmer, patchcords, mirror, radio, stapler, extension cord, leather briefcase, belt and gloves. The receipts and values placed on the property by the Claimant show the value of those items to be $157.04.

The Respondent offered no evidence beyond the departmental report.

We have held that the State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property. (*Harris v. State* (1994), 46 Ill. Ct. Cl. 190; *Gammons v. State* (1981), 35 Ill. Ct. Cl. 271; *Doubling v. State* (1976), 32 Ill. Ct. Cl. 1.) Furthermore, the loss of bailed

property while in the possession of a bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. *Harris,* 46 Ill. Ct. Cl. at 193.

In the instant case, the Claimant has shown that the Respondent was in actual physical possession of his property. The property was in the custody of the Department when the Claimant was transferred. Therefore, there is a presumption of negligence by the Respondent which requires the Respondent to rebut this presumption by evidence of due care.

In this case, although the inmates were not moved as the result of an emergency, the Claimant was forced to leave some of his property behind during the move that was required by the prison. He was unable to carry all of his property at once, and the Respondent did not provide him with the means to do so. He left his property in the care of the Respondent, which then had a duty to exercise reasonable care to safeguard the Claimant's property. Respondent has failed to rebut the presumption of negligence.

Regarding the value to be assigned to the lost and destroyed property, this Court has granted awards in cases where, although there were no receipts available, the Claimant's testimony regarding the value of property was credible enough to make an award. (*Seats v. State* (1994), 46 Ill. Ct. Cl. 418.) In *Seats*, this Court stated that values as established by the prisoner's own testimony are not speculative, but are to be weighted by the Court in conjunction with all the evidence before it, including the credibility and demeanor of the parties. (*Id.* at 420.) In the instant case, the Respondent put on no evidence to rebut the values listed in the Claimant's bill of particulars. Furthermore, the prices listed appear to be reasonable and not inflated.

In some cases, this Court has awarded Claimants the full value of their property in bailment cases without allowing for depreciation, while in other cases, the Court has reduced the claimed amount by depreciation, usually amounting to one-third of the value of the property.

"When declining to consider depreciation, the Court has pointed out that a prisoner's situation is different from that of a civilian. When a prisoner loses an item, he must generally go to the commissary to purchase a replacement at the commissary's prices, and due to a prisoner's generally impoverished condition he often has to do without the lost item if not reimbursed adequately. An excessive assignment of depreciation effectively deprives the prisoner of his property. If the prisoner had a working television set when he was transferred, he would be entitled to a working television set when he arrives. If it does not work or is missing, he has nothing." *Seats*, 46 Ill. Ct. Cl. at 419-420.

In this case, the rationale from *Seats* is applicable. To replace the lost items, the Claimant would have to pay commissary prices. Allowing for a deduction of depreciation would effectively deprive Claimant of his property. The value of these items is $157.04. Claimant's requests for an order against Respondent and for costs are denied.

It is therefore ordered, adjudged and decreed that Claimant is awarded $157.04 (one hundred fifty-seven and 04/100 dollars) in full and complete satisfaction of this claim.

(No. 98-CC-2015—Claim dismissed.)

BOBBY R. GREEN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed December 14, 1999.

BOBBY R. GREEN, *pro se*.

JIM E. RYAN, Attorney General (RANDALL C. STAUFFER, Assistant Attorney General, of counsel), for Respondent.

LIMITATIONS—*wrongful processing of forged document—claim dismissed.* The Claimant's action alleging that the State wrongfully processed a forged document for payment of trust funds to a third party was dismissed based on the Claimant's failure to file the complaint and submit the required filing fee within the two year statute of limitations.

ORDER

JANN, J.

This cause comes on to be heard on the motion of Respondents to dismiss the claim herein and it appearing to the Court that Claimant has received due notice and filed a response. The Court being fully advised in the premises finds that:

Respondent's motion is based upon Claimant's failure to file within two years of the date he alleged a forged P-96 form for payment of trust funds to a third party was processed by Respondent's agents. The Clerk's docket indicates that on October 17, 1997, the "complaint [was] returned—incomplete." We lack copies of the original filing in the submissions of either party. There is no indication that the complaint was stamped "filed" by the Clerk on October 17, 1997. Claimant refiled on November 7, 1997, beyond the two year statute of limitations. The Court made inquiry of the Clerk's office and found the Clerk's file showed Claimant's complaint was received on October 17, 1997, without the required filing fee or an application to sue in *forma pauperis*. The complaint was *not* accepted as filed and was returned to Claimant. As set forth in *Gaynor v. State* (1993), 46 Ill. Ct. Cl. 381, the filing fee is required by both rule and statute.

Based upon the foregoing, we find Claimant's complaint was filed more than two years after the alleged cause of action arose and is barred from further consideration by this Court. Claimant's argument that the statute of limitations is tolled during the pendency of institutional grievance procedures to comply with exhaustion of

remedies is simply incorrect and contrary to Court rules and precedent.

This cause is hereby dismissed with prejudice.

(No. 98-CC-2601—Claim dismissed.)

DECATUR EARTHMOVER CREDIT UNION, Claimant, *v.* GEORGE H. RYAN, SECRETARY OF STATE, Respondent.

Opinion filed August 30, 1999.

Supplemental opinion filed May 9, 2000.

KEHART, SHAFTER, WEBBER (MARK D. GIBSON, of counsel), for Claimant.

JIM E. RYAN, Attorney General (STEVEN L. MATRISCH, Assistant Attorney General, of counsel), for Respondent.

BANKRUPTCY—*tortious conversion of creditor's property—when debtor's discharge in bankruptcy is precluded.* To preclude a debtor's discharge in bankruptcy due to a tortious conversion of a creditor's property, a heightened level of culpability must be found, going beyond recklessness and beyond intentional violation.

SAME—*exhaustion of remedies—Claimant's pursuit of tortfeasor into bankruptcy court was not required.* In a secured creditor's claim against the State resulting from the State's erroneous issuance of an automobile title certificate to the debtor without evidencing the Claimant's lien, the Court reversed its prior grant of the State's motion to dismiss the claim due to the Claimant's failure to exhaust its remedies by pursuing the debtor in bankruptcy court, since the record failed to prove that the debtor's mere conversion of the liened automobile would have barred his discharge in bankruptcy, thereby preserving his liability to the Claimant.

IMMUNITY—*State was immune in action stemming from erroneous issuance of vehicle title—claim dismissed.* Pursuant to section 3—114(i) of the Illinois Vehicle Code which provides immunity to the State for an erroneously issued certificate of title that is subsequently used to commit a fraudulent act, a secured creditor's claim alleging that the State erroneously issued a title certificate to the debtor without recording the Claimant's lien on the certificate, thereby enabling the debtor to sell the vehicle to a *bona fide* purchaser, was dismissed because it was barred by the statutory immunity.

OPINION ON MOTIONS TO DISMISS

EPSTEIN, J.

This $14,088.85 negligence claim against the Respondent's Secretary of State (the Secretary or SOS) is before us on the Respondent's second motion to dismiss, and on one dangling issue from its first motion to dismiss.

Respondent's current motion asserts the Secretary's immunity under section 3—114(i) of the Illinois Vehicle Code (625 ILCS 5/3—114(i)) as a bar to liability arising from, *inter alia*, "a [motor vehicle] certificate of title issued in error [that] is subsequently used to commit a fraudulent act." This claim presents a statutory construction issue of first impression: whether the section 3—114(i) immunity applies generally to all erroneous title certificates or whether this immunity applies only to erroneous title certificates issued pursuant to section 3—114 which deals with "Transfer by operation of law."

Also before us is one remaining issue raised in the Respondent's first motion to dismiss that was not resolved by the filing of Claimant's first amended complaint: whether the Claimant fully exhausted its alternative sources of recovery for its loss, as required by section 25 of the Court of Claims Act. (705 ILCS 505/25.) The circumstances of this case present a novel issue in this Court: the burden of proof when a Claimant seeks to justify its failure to pursue a seemingly liable third party as frivolous based on that party's subsequent bankruptcy discharge, where there was a colorable possibility that the particular liability may not have been dischargeable due to the debtor's fraud if the Claimant had timely objected in the bankruptcy proceedings and had proven fraud by the bankrupt debtor.

Nature of the Claim

Claimant alleges that the Secretary negligently issued a new certificate of title to a motor vehicle that

should have, but did not, show the Claimant's unreleased lien of record, and that enabled the owner to sell the vehicle to an innocent purchaser without notice of the lien and without discharging the lien, thereby depriving the Claimant lender of its collateral.

The Facts as Alleged

According to the amended complaint, which we take as true for purposes of the motion to dismiss: In late 1994, Claimant made a secured $24,125 car loan to Richard Fore on a 1991 Chevrolet Corvette. Claimant perfected a lien on the Corvette that was noted on Fore's certificate of title. In 1995, Fore legally changed his name to LeFeur and applied for a replacement certificate to reflect his new name. The SOS issued the new title without showing Claimant's lien, although it was affirmatively shown on the original certificate and was a matter of record. Fore/LeFeur did not present a purported release of lien to the SOS with his application for a new title, but his application also failed to state that there was a lien on the vehicle. With $14,088.85 outstanding on Fore/LeFeur's secured debt to the Claimant, he sold the Corvette to a *bona fide* purchaser without notice of the Claimant's lien.

According to Claimant's later pleading (memorandum in opposition to motion to dismiss, at 2), Mr. LeFeur later filed bankruptcy and received a discharge.

The Section 3—114(i) Immunity Issue

Against the Claimant's negligence claim, Respondent asserts the immunity granted by section 3—114(i) of the Illinois Vehicle Code (625 ILCS 5/3—114(i)), which provides:

"(i) The Secretary of State shall not be held civilly or criminally liable to any person because any purported transferor may not have had the power or authority to make a transfer of any interest in any vehicle or because a certificate of title issued in error is subsequently used to commit a fraudulent act."

As a threshold matter, we agree with the Respondent, and the Claimant does not dispute, that this statutory immunity applies to the facts of this case. However, there are two distinct clauses in the section 3—114 immunity for incorrect title certificates: the first clause is triggered by an unauthorized title transferor; the second clause is triggered by later fraudulent use of an erroneous title certificate. We presume that the immunities cover damages that are caused by the two specified kinds of occurrences.

The second clause clearly covers the instant facts. First, there is no dispute that the new title certificate on Fore/LeFeur's Corvette was "issued in error" insofar as it failed to show Claimant's lien, which was a matter of record. Second, Claimant alleges that Fore/LeFeur's sale of the vehicle without satisfying the lien or disclosing it to the purchaser was a "fraudulent act" as to the Claimant. Indeed, these circumstances fall precisely within the apparent purpose of this immunity clause.

However, the applicability of the first clause, triggered by a lack of authority of the "transferor * * * to make a transfer of any interest" in the Corvette, is dubious.[1] On one hand, there is no suggestion that Mr. Fore/LeFeur was not the title owner or lacked authority to transfer the title subject to the lien. On the other hand, although it is clear that he did not have the "power or authority" unilaterally to extinguish the lender's lien of record (which is equivalent to a transfer), it is not alleged that Fore/LeFeur himself did anything to transfer or extinguish the lien. On this record at this motion stage, we

[1] We recognize that this clause is arguably ambiguous. For present purposes, we assume that the phrase "of any interest" in section 3—114(i) encompasses an unauthorized transfer of a partial interest in a vehicle, and we note the Vehicle Code refers to the granting of a security interest (lien) as a form of transfer of an interest in the vehicle. See section 3—112(a). 625 ILCS 503—112(a).

cannot assume that there was a "transfer" of any lien "interest" in the vehicle by any "transferor" within the ambit of the statute. See, however, *Glenview State Bank v. State* (1982), 35 Ill. Ct. Cl. 143, applying, but not discussing, the first immunity clause of section 3—114.

Despite this facial applicability of at least one of the statutory immunities, the Claimant contends that the section 3—114(i) immunities do not apply to this claim because the erroneous certificate in this case was not issued as a result of a transfer by operation of law. Claimant contends that the section 3—114(i) immunity is limited to section 3—114 title transfers, *i.e.*, to certificates issued to confirm or implement transfers of operation of law, and thus does not apply to certificates issued pursuant to other sections of the Vehicle Code such as was effected in this case by Fore/LeFeur's application for a new certificate to reflect his changed name.

Claimant's statutory construction argument rests on the legislative intent of this immunity statute, as inferred from its context in section 3—114 of the Vehicle Code. Claimant contends that the scope of the section 3—114(i) immunity is limited to the scope of section 3—114, entitled "Transfer by operation of law," which deals with transfers directed by courts and persons other than the named title-holder. Claimant points out that this immunity clause was not enacted as a free-standing section of the Vehicle Code, which would suggest general applicability, but instead was legislatively placed within section 3—114. Claimant observes that there are at least two other sections of the Vehicle Code that deal with title transfers—section 3—112 ("Transfer") and section 3—113 ("Transfer to and from dealer; records.")—and that those sections contain no immunity provisions. Claimant concludes that this statutory structure manifests a legislative intent to grant the Secretary immunity

only as to erroneous title certificates issued to implement a transfer by operation of law.

Neither party has discussed the case law. This Court has not been receptive to claims based on erroneous vehicle titles. In *Glenview State Bank v. State* (1982), 35 Ill. Ct. Cl. 143, the Court rejected a lienholder's claim much like this one, relying on the statutory immunity which was then section 3—114(h) and then contained only the first "unauthorized transferor" clause, and also citing *Wagoner v. State* (1971), 27 Ill. Ct. Cl. 127.[2]

In *Wagoner*, this Court dismissed a similar claim, holding that "the Legislature did not intend that the State * * * compensate persons for any loss they may have sustained by reason of their relying upon * * * [a] Certificate of Title" (27 Ill. Ct. Cl. at 129), a questionable holding that rejected liability on the basis of inferred legislative intent without reference to statutory immunities or any textual statutory basis. In light of the General Assembly's enactment of specific immunities for the Secretary's issuance of erroneous vehicle titles, which reflects an assumption if not a determination that liability would otherwise lie, *Wagoner's* rationale is highly dubious.

Despite the recurring claims in vehicle title error cases, this Court has never considered the scope-of-immunity argument advanced here by this Claimant. We do so now.

Claimant's construction of the section 3—114 immunity finds both support and opposition in the legislative history of this statute, which surprisingly has not been reviewed by the parties. Because the Claimant's argument is predicated on a claimed interaction of statutory text—

[2] *Glenview State Bank* also cited *Bank of Lyons v. State* (1967), 26 Ill. Ct. Cl. 104 and *Blake v. State* (1951), 21 Ill. Ct. Cl. 141, which both rejected claims on erroneous vehicle titles, but not due to the statutory immunity.

i.e., the immunity language itself and the narrow subject of the statutory section in which it is contained—we consider the issue to be sufficiently akin to an ambiguity in the statute to open the door to consideration of legislative history to amplify the ultimate issue of the legislative intent.

The immunity provision originated as part of subsection (a) of section 3—114 of the Vehicle Code in its original 1970 enactment, and was later moved to the end of the section as a separate subsection (e). (P.A. 77—641 (1971).) Subsection (e) was later renumbered and wound up as subsection (i) as other paragraphs were inserted in section 3—114. The initial form of the section 3—114 immunity, as noted above, was limited to what is now the first unauthorized transferor clause.

The second immunity clause of the present section 3—114(i) was added by the General Assembly in 1983. (P.A. 83-1362, eff. Jan. 1, 1984.) No language in section 3—114, however, has ever narrowed the scope of either immunity clause from that provided by their own terms, and section 3—114 has never contained language limiting its immunity provision(s) to title certificates issued pursuant to section 3—114 "operation of law" title transfers. Claimant's context argument, accordingly, is purely one of inferred legislative intent.

As Claimant emphasizes, the terms of the initial immunity clause as well as its original placement in section 3—114(a) support the view that the immunity was intended by the General Assembly to cover only titles issued pursuant to "transfers by operation of law" under section 3—114. First, that section dealt only with transfers arising by operation of law, which is consistent with the view that the placement of the immunity clause in section 3—114, rather than creating a separate general

immunity section, reflects an intended narrower scope. Second, because the transactions covered by section 3—114 all involve a new title certificate requested by someone other than the named title-owner (*e.g.*, a court, a lienholder, a probate executor or lawyer, a joint tenant), the possibility of an unauthorized transfer—the specific circumstance addressed by the initial immunity clause—arises peculiarly under this section of the Vehicle Code. This heightened exposure to "unauthorized" transferors and consequent title errors lends a straightforward reason for an inferred legislative decision to grant immunity in this circumstance but not generally.

The legislative history of the second immunity clause of section 3—114(i) is quite different. The second clause did not originate with the Vehicle Code, or in section 3—114(a), but was added to section 3—114(i) in 1983. (P.A. 83-449, eff. Jan. 1, 1984.) At that time, section 3—114 still addressed third-party transactions implementing title transfers by operation of law (or required by law, *e.g.*, salvage titles, then under section 3—114(f).) This tends to support Claimant's contextual argument as to the second immunity clause, paralleling the contextual inference for the original immunity clause. As observed above, however, there is no textual indication of such a limitation for either immunity clause in the statute.

More acutely, however, the terms of the second immunity clause, unlike the terms of the first clause, do not relate to the particular situation (transfers "by operation of law") that is otherwise addressed by section 3—114. Unlike the original immunity grant (for title certificates spawned by unauthorized transferors), the second clause (for fraudulent use of erroneous titles *after* issuance) deals with a general circumstance that has no apparent nexus to the kind of transaction that generated the erroneous title.

We perceive no reason why subsequent fraudulent *use* of an incorrect title certificate is, or might be expected to be, more prevalent depending on whether the erroneous title certificate was an original title, or a voluntary transferred title, or a title transferred by operation of law under the section 3—114 procedures. Particularly in cases of omitted lien notations, as in this case and in the majority of vehicle title claims that have come to this Court, there is no suggestion of a causal connection to prior transfers "by operation of law" under section 3—114. Neither party has shown or suggested any historical difference in the occurrence of title errors—especially omissions of liens—in different kinds of vehicle title transactions. Moreover, there is no indication that the legislature might have assumed such a differential. Accordingly, we find no supporting reason for the General Assembly to have intended a limited scope to the general language of the second immunity clause—for fraudulent use of erroneous titles—when it added it to the existing immunity paragraph of section 3—114(i) of the Vehicle Code.

In the absence of a nexus between the effect of the second immunity clause and the subject of the section, the legislative placement of the second clause in section 3—114(i) does not carry much of a substantive inference. That placement is as much explained by legislative drafting convenience—placing the new immunity clause together with the pre-existing immunity clause—as it is by inferred substantive intent.

On the other hand, the plain language of the second immunity clause indicates a general applicability to all erroneous vehicle titles. Not only is there no limiting language anywhere in the text of section 3—114(i), as observed above, but the language of the second immunity clause is unqualifiedly general. The statute speaks of "*a*

certificate * * * issued in error * * * used to commit a fraudulent act." [Emphasis ours.] This language on its face encompasses *any* erroneous certificate without regard to how or when or why it was issued.

We note that the "fraudulent use" immunity clause is broader on its face than the scope of section 3—114 in which this immunity clause is embedded. That fact, however, does not itself generate an inference that the context limits the broader range of the added language. If there were a conflict between the general application of the added language and the pre-existing terms of the statute, such an argument might carry weight; in such a case, there would at least be a statutory inconsistency to be resolved by judicial construction. But where, as here, there is no conflict, and no inconsistency—and indeed, no connection at all—between the added clause and the pre-existing provisions of section 3—114, we find no basis on the face of the statute for not giving the added clause full effect in accordance with the plain meaning of its terms.

We are bound to follow the plain meaning of statutory words and phrases as the primary indicator of legislative intent absent a persuasive textual indication of a different legislative intent or, in the case of an ambiguity or conflict, absent a historical or legislative record of a contrary intent. Plainly, the burden of persuasion is on the party urging a construction other than the plain meaning of the statutory language, which in this case is the Claimant.

Thus far in the analysis, Claimant has not carried that burden: Claimant's argument that the General Assembly manifested its intent to limit these immunities—particularly the second immunity provision—to title certificates issued under section 3—114 finds no support in the text of the statute (which is facially contrary to Claimant's position) and finds no persuasive support from the legislative

history of the statutory immunity clauses, particularly the second clause added in 1983. This leaves only the specific legislative record of the second immunity clause—in the 1983 amendment to section 3—114(i)—as potential pertinent input to our interpretative decision.

That record, however, is largely barren of indication of the legislature's intent. Public Act 83—449, which was Senate Bill 1121 in the Eighty-Third General Assembly, and which *inter alia* amended section 3—114(i) to add the second immunity clause (P.A. 83—449, section 1) was a lengthy and wide-ranging enactment that made numerous amendments to the Illinois Vehicle Code (as well as to one other Act), and covered a number of issues. The only aspect of P.A. 83—449 that relates to the Secretary's liability or immunity is the change it effected to section 3—114, in which it only amended paragraph (i) and only to insert the second immunity clause: "* * * or because a certificate of title issued in error is subsequently used to commit a fraudulent act." It made no other changes in section 3—114. Our research indicates that the legislation was uncontroversial (and was presumably advocated or approved by the Secretary of State's office), as it was passed without debate as an "agreed bill" in both houses. Thus, except for the inference, if any, arising on the face of the enactment itself, there is no legislative gloss of record for us to consult.

The only pertinent intent reflected on the face of P.A. 83—449 was the intent to grant a broader immunity to the Secretary for liability, arising from fraudulent use of erroneous vehicle title certificates. Although that does not refute Claimant's argument, neither does it provide any support for it.

We conclude that we are bound to apply the plain meaning of the text of the second immunity clause, as it

was enacted by the General Assembly in 1983. We are unpersuaded that the legislature intended to limit the scope of this expanded immunity for fraudulently *used* title certificates to only some title certificates. Claimant's contextual argument is far from baseless. But after careful consideration of the language and history and draftsmanship of these provisions, this contextual argument must be rejected in favor of the plain meaning of the statutory words as enacted by the legislature.

Under section 3—114(i) of the Vehicle Code, the Secretary, and hence the Respondent, is immune from liability for negligent issuance of the erroneous vehicle title certificate in issue, based on the later fraudulent use of that certificate by Fore/LeFeur to avoid Claimant's lien and deprive it of its collateral. The Respondent's liability, if any, is barred and Respondent's motion to dismiss must be granted.

The Exhaustion of Alternative Source–Bankruptcy Issue

Respondent asserts in its first dismissal motion that the Claimant failed to exhaust an alternate source of recovery of its losses—Mr. Fore/LeFeur—as required by the Court of Claims Act (705 ILCS 505/25), and that this claim should be dismissed for this reason. We address this issue, despite our holding on the immunity issue, because of the recurring importance of bankruptcy discharges to failure-to-exhaust defenses in this Court, and because Claimant's failure to exhaust is a second basis for dismissal.

Respondent asserts that Fore/LeFeur's fraudulent sale of the Corvette to a *bona fide* purchaser was the cause of the Claimant's loss and that LeFeur is liable to the Claimant, and must be pursued to exhaustion. To this exhaustion defense, Claimant asserts Mr. LeFeur's bankruptcy. Claimant's theory is that Mr. LeFeur's

bankruptcy discharge extinguished his liability to the Claimant, thereby barring legal pursuit of LeFeur for Claimant's loss. Respondent has not replied to this point.

The Court agrees that a bankruptcy discharge of a liability generally excuses a Claimant from pursuing that bankrupt debtor on that liability as an alternative source under section 25 of the Court of Claims Act and under this Court's implementing Rule (74 Ill. Admin. Code section 790.60) because there is no longer a liability to pursue. This conclusion is compelled by our precedents construing section 25 alternate source exhaustion to require reasonable rather than absolute or formalistic exhaustion. (*See, e.g., Davis v. State* (1992), 49 Ill. Ct. Cl. 93, and cases cited therein.) This conclusion, however, does not resolve the exhaustion issue in this case because of the apparent fraud of the bankrupt debtor, Mr. LeFeur.

The unusual twist in this case is that Mr. LeFeur's bankruptcy may or may not have discharged his loan liability or his apparent tort liability to this Claimant, and even if those liabilities were in fact discharged in his bankruptcy proceedings, they may well not have been discharged if the Claimant had timely objected to their discharge in the bankruptcy court and had proven fraud by Mr. LeFeur.

The facts alleged in this case assert a fraud by Fore/LeFeur's sale of the vehicle without paying or preserving the lien, which Fore/LeFeur knew had not been discharged. Although this Court cannot adjudicate that fraud issue on the current record, we observe that the issue has been raised and that, under the Bankruptcy Code, a fraudulent liability is non-dischargeable, although the discharge must be timely objected to in the

bankruptcy proceedings and must be adjudicated by the bankruptcy court. 11 U.S.C. 543.

The record before us does not disclose whether or not LeFeur's liability to the Claimant was in fact discharged (no copy of the bankruptcy court's order of discharge has been presented), or whether or not the Claimant objected to discharge of LeFeur's liability to it, or, if Claimant did object, whether it pursued its objection to discharge to exhaustion. However, it is clear that the Claimant has the burden of proving its exhaustion, and that in these circumstances, where the bankruptcy discharge is proffered by the Claimant, it must prove (i) the discharge of the alternative source's (LeFeur's) liability, and (ii) Claimant's exhaustion of reasonable efforts to object to that discharge on apparent fraud grounds.

Claimant has failed to carry these burdens. The Claimant has not even proved up the bankruptcy discharge of Mr. LeFeur, and has not addressed the dischargeability issue. On the current record, Claimant's failure to exhaust is a second basis for dismissal of this claim.

Conclusion

For the foregoing reasons, it is hereby ordered:

1. Respondent's motion to dismiss this claim as barred by the immunity of the Secretary of State under section 3—114(i) is granted;

2. Respondent's first motion to dismiss for failure to exhaust its remedies against Mr. Fore/LeFeur is granted;

3. This claim is dismissed with prejudice and forever barred.

SUPPLEMENTAL OPINION ON REHEARING

EPSTEIN, J.

Claimant petitioned for rehearing, and asks us to reconsider both issues that were decided in our initial decision:

(1) the statutory construction issue, as to the scope of applicability of the second immunity clause of section 3—114(i) of the Motor Vehicle Code. 625 ILCS 3—114(i);

(2) the exhaustion of alternative sources issue, under section 25 of the Court of Claims Act (705 ILCS 505/25), as applied to Claimant's non-pursuit of a seemingly liable tortfeasor who filed bankruptcy and obtained a discharge but whose liability to the Claimant was arguably non-dischargeable due to the tortfeasor's fraud.

The Respondent did not respond. Because the Claimant's petition raises substantial issues that were not adequately addressed by the Court, we grant rehearing and issue this supplemental opinion and order.

Statutory Construction: The Negative Pregnant Inference

The Respondent's liability for this claim turns on the applicability or inapplicability of the second immunity clause of section 3—114(i): "The Secretary of State shall not be held civilly * * * liable * * * because a certificate of title issued in error is subsequently used to commit a fraudulent act."

In our initial opinion, based largely on the legislative history and draftsmanship, we rejected Claimant's contextual argument that the applicability of that immunity is limited by the prior scope of section 3—114, into which that immunity clause was selectively placed by the

legislature (*i.e.*, Claimant's contention that this immunity language is applicable *only* to title certificates issued to implement ownership "Transfer by operation of law," which was the scope and title of the section when this immunity clause was added.)

On rehearing, Claimant forcefully renews its contextual or selective enactment construction argument, fortified by a new label and citations to opinions of the U.S. Supreme Court. In its petition for rehearing (paragraph 3(d), at 3), Claimant advances the

> "* * * well established rule of statutory construction which states 'an express statutory requirement here, contrasted with statutory silence there, shows an intent to confine the requirement to the specified instance.' *Field v. Mans* (1995), 516 U.S. 59, 67, citing *Gozlon-Peretz v. United States* (1991), 498 U.S. 395, 404 ('[W]here Congress includes particular language in one section of a statute but omits it in another section of the same Act, it is generally presumed that Congress acts intentionally and purposely in the disparate inclusion or exclusion')."

Claimant seeks, with some persuasion, to apply this "apparent negative pregnant" rule of construction (Justice Souter in *Fields v. Mans*, 516 U.S. at 67) to the second immunity clause of section 3—114(i), which the General Assembly added to that section but—as Claimant emphasizes—not to other sections of the Vehicle Code that deal with issuance of title certificates in other circumstances.

We first observe that the Supreme Court *rejected* the negative pregnant inference in *Field v. Mans, supra*, on which the Claimant relies, just as this Court rejected that contextual inference in this case. As in *Field*, we found the inference was outweighed by salient factors in the legislative history and style of the disputed statute that persuaded us of a different (here broader) legislative intent than that "implied" by the negative pregnant.

Still, we agree that the negative pregnant inference argument can be a strong and even decisive principle of construction, and we concur with Claimant that the principle applies equally to all kinds of statutory provisions.

We do not, however, believe that it is inherently compelling, or that it has great force in statutory amendment contexts like that of this case.

The apparent negative pregnant inference of legislative intent arises from selective legislative silence or selective legislating (adding, amending or repealing text) among multiple statutory provisions. That can sometimes be viewed as lack of comprehensive legislative draftsmanship, rather than as reflecting intent. On the other hand, negative inference arising from selective legislating among statutory texts is most powerful *within a single enactment—i.e.*, a selective act of legislating done at one time by a legislative body in one Act.

That was the context in the federal Anti-Drug Abuse Act of 1986 (the ADAA) that was reviewed in *Gozlon-Peretz v. United States* (1991), 498 U.S. 395, as to specific delayed effective date provisions contained in some but not all sections of the ADAA. That was also the case in *Russelo*.

This case, unlike *Gozlon-Peretz* and *Russelo* but like *Field*, involves a discrete *subsequent amendment* to one section of a pre-existing Act rather than a simultaneous legislative action involving multiple provisions of a single Act. In this context, we consider the doctrine as persuasive—as it impacts the resulting text of the larger amended statute—but not dispositive.

Claimant's argument is cogent and in a different application might carry the day. But not in the face of the legislative history and style of this statute. Having reconsidered the legislative history again, the Court adheres to its conclusion that the clear general language of the immunity clause, placed into the one section of the Vehicle Code that then addressed, *inter alia*, immunity for erroneous vehicle titles, prevails over the apparent negative

pregnant inference arising out of the legislative failure to repeat the added immunity clause in other sections of the Vehicle Code.

Construction of section 3—114(i):
The Rule of Narrow Construction of Statutory Immunities

In a second argument forcefully advanced on rehearing, the Claimant urges the well-settled rule of construction favoring narrow interpretation of statutory immunities as being contrary to the common law. We recognize that this longstanding judicial bias against statutory immunization of common law liabilities runs deep in Illinois law (*e.g., Molitor v. Kaneland Community School Dist. No. 302* (1959), 18 Ill. 2d 11.) We would apply that narrow construction doctrine without hesitation if it were applicable here. It is not, for two reasons.

First, the issue here is not an ambiguity of statutory immunity language, which is susceptible of being read broadly or narrowly. In that kind of case, the doctrine of narrow construction of immunity grants would likely provide the rule of decision. In this case the immunity language is perfectly general and unambiguous. The interpretation dispute here concerns not the language but the editorial placement of that language as an indicator of legislative intent.

Second, the liability being immunized here is a *State* liability that did not exist in our Illinois common law, at least not since the Constitution of 1870, which constitutionalized the doctrine of sovereign immunity in Illinois (1870 Ill. Const. 1870, Art. IV, section 26), and arguably since statehood in 1818, as the liability of the State of Illinois has always been statutory rather than a common law right. *See,* Spiegel, The Illinois Court of Claims: A Study of State Liability, at 60-62 (U. Ill. Press, 1962), reviewing

inter alia, the three statutes in effect from 1819-1870 that authorized claims against the State by suit against the Auditor of Public Accounts.[1]

There is simply no established common law State liability in Illinois for a State officer's or agency's issuance of erroneous vehicle title documents. Thus the common law premise underlying the narrow construction rule has little if any application here.

The section 25 Exhaustion of Alternative Sources Requirement: Pursuit of a Tortfeasor into Bankruptcy Court

In our initial opinion, we concluded that the Claimant failed to show that it had fully exhausted its damages claim against Mr. LeFeur—or to show "exhaustion of reasonable efforts" to pursue Mr. LeFeur—who sold the Claimant's collateral (the liened vehicle) to a *bona fide* purchaser, thus committing a conversion of the Claimant's property. We found, *inter alia*, that Claimant's exhaustion defense—that pursuit of the tortfeasing LeFeur would be futile due to the bankruptcy discharge of his debts—was, on the current record, inadequate; that Claimant had not shown that a challenge to Mr. LeFeur's discharge in the bankruptcy court, based on his fraudulent conversion, would have been futile, and therefore Claimant was obliged to pursue that objection to discharge which it did not do, thereby failing to meet the mandate of section 25 of our statute.

The issue, of course, is the *extent* to which our exhaustion requirement mandates a litigant in this Court to have pursued a source of payment that filed bankruptcy.

[1] Laws of Illinois, 1819, at 184; Revised Code of Laws of Illinois, 1829, at 171; and Revised Statutes of Illinois, 1845, at 394, 464. The 1829 and 1945 statutes made the judgment subject to review and appropriation by the General Assembly. That formulation—adjudication subject to legislative appropriation—has thus been the Illinois system for State liability under four state constitutions for over 170 years.

On rehearing, Claimant contends that we applied the wrong bankruptcy law standard for barring a discharge of a debtor for the kind of tortious conduct involved here, and that we therefore imposed an erroneous—and excessive—burden on the Claimant to pursue Mr. LeFeur into bankruptcy court, as a section 25 exhaustion condition of obtaining relief in this Court. Claimant contends that under the applicable standards under section 523 of the Bankruptcy Code (11 U.S.C. 523), it would have been futile and frivolous for it to contest Mr. LeFeur's discharge from his liability to the Claimant, and hence its exhaustion duty as to Mr. LeFeur was extinguished along with Mr. LeFeur's liability.

There is merit to the Claimant's argument, under section 523 of the Bankruptcy Code, although this issue appears to be governed by section 523(a)(6) (addressing "willful and malicious injury by the debtor to another entity or to the property of another entity") rather than by section 523(a)(2) (pertaining to fraudulent "obtaining of money through an extension of credit"), which is emphasized by the Claimant. This case, on the current record, involves no allegations or suggestions of fraud by Mr. LeFeur in his original loan application to the Claimant credit union; rather it involves a conversion of the Claimant's collateral long after the loan was made. This situation is governed by section 523(a)(6). See, *Field v. Mans* (1995), 516 U.S. 59, 73-74; *In re Krulik*, 6 B.R. 443 (Bk. M.D. Tenn. 1980); *In re Long*, 44 B.R. 300, 306-307 (Bk. D. Minn. 1983); *In re Long*, 774 F.2d 875 (8th Cir. 1985).

Under section 523(a)(6), as under its predecessor bankruptcy provisions, it has long been held, as Claimant now contends, that to preclude a discharge in bankruptcy due to a tortious conversion of a creditor's property, "a heightened level of culpability must be found, going beyond recklessness and beyond intentional violation * * *."

(*In re Long*, 774 F.2d at 881.) As Justice Cardozo wrote long ago, applying virtually the same statutory bankruptcy language now contained in section 523(a)(6),[2] and in a situation also involving conversion of a lender's vehicle collateral:

"The respondent contends that the petitioner was liable for a willful and malicious injury to the property of another as the result of the sale and conversion of the car [an Auburn sedan] in his possession. There is no doubt that an act of conversion, if willful and malicious, is an injury to property within the scope of this exception. * * * But a willful and malicious injury does not follow as of course from every act of conversion, without reference to the circumstances.

* * *

Nothing in the judgment of the Illinois Appellate Court is at war with the exculpatory finding made upon the trial. * * *. Its only comment is that under the law of Illinois malice and wrongful intent are not necessary constituents of a cause of action in trover. This, of course, is true, but, though true, it is beside the mark. The discharge will prevail as against a showing of conversion without aggravated features." *Davis v. Aetna Acceptance Co.* (1934), 293 U.S. 328, 331-333.

It is thus clear that Mr. LeFeur's fraudulent act of conversion, without more—*i.e.*, without aggravation "going beyond recklessness and beyond intentional violation" (*In re Long, supra*) or without "willfulness and malice" (section 523(a)(6); *Davis, supra*)—is not enough to bar a discharge.

Claimant is therefore correct in its assertion that in order for it to have successfully pursued and exhausted Mr. LeFeur's liability to it for conversion of the collateral, it would have had to prove more than mere fraud and more than mere conversion in the bankruptcy court proceedings.

Applying this section 523(a)(6) bankruptcy standard, we find that the current record in this case, which has come to us on the Respondent's motions to dismiss,

[2] "Subdivision 2 [of former 11 U.S.C. 35] excludes from the release 'liabilities for * * * willful and malicious injury to the person or property of another.'" *Davis, infra*, 293 U.S. at 331.

is inadequate as to the circumstances surrounding Mr. LeFeur's conversion/sale of the liened automobile for this Court to make any finding as to the efficacy of the Claimant's effort to prevent a discharge, had it sought to do so. Thus we cannot now determine whether or not it would have been futile for this Claimant to pursue Mr. LeFeur's liability into bankruptcy court or whether the circumstances could support a finding of aggravating conduct that would bar a discharge and preserve his liability to the Claimant.

Accordingly, the Court will reverse its prior finding and will deny the Respondent's motion to dismiss on this exhaustion ground. We would remit this issue for trial if this case were to be tried, and if the Respondent wished to maintain exhaustion as a defense to this claim.

However, our conclusion, renewed in this supplemental opinion, that the Secretary is immune from liability for Mr. LeFeur's conversion that he effected using an "erroneous title certificate" requires that we reaffirm our dismissal of this claim for that reason.

Conclusion

For the foregoing reasons, it is hereby ordered:

1. The Court's order of August 30, 1999 granting Respondent's motion to dismiss for failure to exhaust remedies against Mr. LeFeur is vacated, and said motion is denied;

2. The Court's orders of August 30, 1999 granting Respondent's motion to dismiss this claim as barred by the immunity of the Secretary of State under section 3—114(i) of the Vehicle Code, and dismissing this claim, is reaffirmed.

(No. 98-CC-2716—Claim dismissed.)

DEPARTMENT OF PROFESSIONAL REGULATION OFFICIAL ADVANCE FUNDS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed on November 1, 1999.

PAUL C. CATION, for Claimant.

JIM E. RYAN, Attorney General, for Respondent.

LAPSED APPROPRIATIONS—*claim by Department of Professional Regulation against itself dismissed.* A claim filed by the Department of Professional Regulation against itself seeking to transfer funds from an appropriation to another account was dismissed due to the Department's failure to pursue the claim.

ORDER

JANN, J.

The Department of Professional Regulation (DPR) filed this claim against itself seeking to move $27.50 from an appropriation to an advance funds account. Although no explanation was provided, an advance funds account appears to be similar to a petty cash fund. Apparently the agency did not draw down the appropriated funds before the funds had lapsed. Although the concept of an agency suing itself may appear incongruous, the Court indulges such actions for the agency's bookkeeping and audit concerns.

DPR filed the claim in December of 1997. After waiting for DPR to respond to its claim for ten months and receiving nothing but the general denial deemed filed by our Rule 790.100 (74 Ill. Admin. Code 790.100), the Court assigned the claim to one of its commissioners for the purpose of conducting a trial and to allow DPR to present evidence against itself and allow DPR an opportunity to refute such evidence.

The claim was first set for a hearing to take place January 21, 1999. The Commissioner reported that DPR failed to appear to prosecute the case but was present by the Office of the Attorney General to defend itself. The same occurred again on April 22, 1999, and on May 20, 1999. We note that the person who filed the claim on behalf of DPR gave an address which was only one floor beneath where the hearings were scheduled to take place.

Because no one from DPR is concerned enough to walk up a flight of stairs to present this $27.50 claim and because DPR has not been sufficiently concerned during the nearly two years this claim has been pending to file anything in writing to indicate DPR either agrees or disagrees with itself, pursuant to our Rule 790.260 (74 Ill. Admin. Code 790.260), it is hereby ordered that this claim be, and hereby is, dismissed.

(No. 98-CC-3032—Claim dismissed; petition for rehearing denied.)

PETER D. HANSEN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed April 27, 1999.

Order on petition for rehearing filed December 10, 1999.

RAZZANO & KINZER (JOSEPH R. YURGINE, P.C., of counsel), for Claimant.

JIM E. RYAN, Attorney General (JACQUELINE K. WILLIAMS, Assistant Attorney General, of counsel), for Respondent.

EXHAUSTION OF REMEDIES—*prerequisite to filing—Claimant must exhaust all available remedies.* Any person who files a claim against the State in the Court of Claims must first exhaust all remedies available, and failure to comply with this requirement will result in the dismissal of the claim.

SAME—*Claimant's car struck by State vehicle—failure to sue seat belt designer—claim dismissed.* Where the Claimant, who suffered injuries when his seat belt failed to engaged after his car was struck by a State vehicle, causing him to impact the windshield and dashboard, failed to sue the designer of the seat belt prior to filing his action against the State, the Claimant's action was dismissed for failure to exhaust all remedies available to him.

ORDER

HESS, J.

Before this Court is Respondent's motion to dismiss. Respondent filed this motion on February 25, 1999, and as of March 27, 1999, Claimant has failed to file a response. 74 Ill. Adm. Code 790.200(b) requires any objection to a motion to be filed with the Clerk of the Court within 15 days; therefore, any response by Claimant is denied and will not be considered.

Claimant suffered injuries because of an automobile accident, which occurred on Interstate 57. He was a passenger in his own vehicle, traveling northbound, when a vehicle owned by the State of Illinois, traveling southbound, crossed the median and struck Claimant's vehicle. Apparently, Claimant suffered injuries to his head and hips and continues to have medical problems.

However, as was discovered at the deposition of Claimant, the seatbelt on Claimant's seat, which was fastened around Claimant, failed to engage. Claimant's deposition testimony further revealed that, in the medical opinion of Claimant's doctor, the cause of his injuries was his impact with the windshield and dashboard. This impact obviously would have been eliminated or reduced had Claimant's seatbelt functioned properly.

Respondent's motion to dismiss illustrates these points from the deposition and outlines the applicable law. Respondent is correct in its assertion that the Court

of Claims regulations require claimants to first exhaust all remedies available against any other tortfeasor before proceeding against the State.

Rule 790.60 of the Court of Claims Regulations (74 Ill. Adm. Code 790.60) and section 25 of the Court of Claims Act (705 ILCS 505/25 (1998)) require that any person who files a claim against the State of Illinois in the Court of Claims must first exhaust all remedies available. Furthermore, Rule 790.90 of the Court of Claims Regulations (74 Ill. Adm. Code 790.90) provides that failure to comply results in dismissal of the claim. This Court has applied these regulations in numerous situations. In *Boe v. State* (1984), 37 Ill. Ct. Cl. 72, the Court ruled that Claimant's action could not proceed because Claimant had failed to sue an uninsured 18-year-old with no assets who was the cause of the accident. Here, Claimant failed to sue Ford Motor Company, a multi-national, multi-million dollar company whose design defect was the apparent cause of Claimant's injuries. The requirement of exhaustion of remedies has been applied in a variety of other cases. *Lyons v. State* (1981), 34 Ill. Ct. Cl. 268 (failure to comply with the statute of limitations as to other tortfeasor does not result in exhaustion); *Morge v. State* (1994), 47 Ill. Ct. Cl. 348 (Exhaustion is an "inescapable requirement" to maintaining an action in the Court of Claims.).

Here, the record is clear that Claimant has failed to exhaust all of the remedies available to him. Therefore, this matter must be dismissed.

ORDER

HESS, J.

This matter is before the Court on Claimant's petition for rehearing, pursuant to our Rule 790.220 (74 Ill.

Adm. Code 790.220), Respondent's response to Claimant's petition for rehearing, and Claimant's reply to Respondent's response to Claimant's petition for rehearing. The Court being fully advised in the premises states as follows:

Respondent filed a motion to dismiss based upon Claimant's failure to exhaust administrative remedies (74 Ill. Adm. Code 790.60). Claimant failed to timely respond to Respondent's motion to dismiss. The Court, by order dated April 27, 1999, granted Respondent's motion to dismiss. Said motion and order were based on Claimant's deposition testimony where he admitted that his seatbelt failed to properly engage at the time of the accident. The Court therefore agreed with Respondent's reasoning that the proper course of action would be to pursue any remedies available against the manufacturer of the vehicle. Claimant then filed the instant motion.

Claimant's motion alleges that the Court of Claims has erroneously applied our Rule 790.100. (74 Ill. Adm. Code 790.100.) Claimant argues that because Rule 790.100 requires the State to file a response in a case within 60 days that a motion to dismiss filed after the running of that 60 days requires leave of Court. Claimant continues this argument by stating that a motion to dismiss filed under Rule 790.60 is asserting an affirmative defense; therefore, Rule 790.100 requires leave of Court. Claimant then begins a lengthy discourse on the difference between motions to dismiss pursuant to sections 2—619 and 2—615 of the Code of Civil Procedure (735 ILCS 5/2—619, 5/2—615.) While Claimant's statement of the law of the two sections is accurate, it has no effect on the Court's reasoning.

As required by our Rule 790.220 (74 Ill. Adm. Code 790.220), a motion for rehearing must present, "points supposed to have been overlooked or misapprehended by

the Court, with authorities and suggestions concisely stated in support of the points." The reasons Claimant presents are the above-noted discourse on sections 5/2—615 and 5/2—619 motions to dismiss and the fact that Respondent submitted Claimant's deposition testimony without the Court reporter's affidavit.[1] Claimant further states that the motion to dismiss should be reconsidered because the deposition testimony of Claimant failed to offer enough proof, in Claimant's opinion, to overcome the hurdle of summary judgment or motion to dismiss. (At this point in the petition for rehearing, Claimant inserted a one-sentence statement regarding motions for summary judgment. The Court is unaware of any previous reference to a motion for summary judgment and cannot see any relevance to the instant proceedings.) While Claimant's discourse on sections 5/2—615 and 5/2—619 is well noted, Claimant's belief that a motion to dismiss for failure to exhaust remedies, pursuant to Rule 790.60 must be filed within 60 days of the complaint is impracticable. The Attorney General's office has a large caseload and virtually all Rule 790.60 motions are dependent on discovery. To require the Respondent to file a Rule 790.60 motion within 60 days would effectively render said section moot. The Court does not wish to do so at this time.

Regarding Claimant's concern of Respondent submitting Claimant's deposition transcript without the reporter's statement, the Court rejects said argument, as Claimant also cited from said deposition. Indeed, the Court reviewed prior pleadings in this case regarding the final issue cited by the Claimant and reread the following

[1] At this point in the brief, Claimants comes close to accusing the Respondent of presenting false evidence to the Court when Claimant states, "Instead, there is [sic] attached nine (9) pages of unsworn documents from a purported deposition transcript of the claimant." The Court finds no basis or reason to doubt the genuineness of said deposition transcript, despite Claimant's urging to the contrary.

transcript from Claimant's deposition testimony, cited by Claimant in a previous pleading.

"Q. Did the seat belt restrain you?

A. Not completely.

Q. In your opinion and from your regular life experience, did the seat belt react the way that they are designed to do so?

A. I don't think so.

Q. And why don't you think so?

A. 'Cause I still got injured.

Q. Did it engage and lock at the time of the impact to prevent you from going forward?

A. No."

Claimant notes in his petition for rehearing that enough evidence was not presented in the nine pages of deposition transcript to overcome the burden of a motion to dismiss. Said argument appears to be based on a quantity rather than quality argument. The Court does not find this argument persuasive. Claimant admitted in his deposition that the seatbelt failed to engage and lock, therefore the motion to dismiss based upon failure to exhaust remedies was proper.

Accordingly, Claimant's petition for rehearing is denied.

(No. 98-CC-4563—Claims denied; petition for rehearing denied.)

BAKER'S PHARMACY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Opinion filed July 20, 1999.

Order on petition for rehearing filed December 15, 1999.

MOORE, SUSLER, MCNUTT, WRIGLEY (KAREN L. ROOT, of counsel), for Claimant.

JIM E. RYAN, Attorney General (GREGORY T. RIDDLE, Assistant Attorney General, of counsel), for Respondent.

STATUTES—*former Illinois Purchasing Act did not create private right of action.* The former Illinois Purchasing Act did not create a private right of action for damages.

CONTRACTS—*pharmacy failed to state claim for alleged violation of Purchasing Act.* In a pharmacy's action seeking damages, alleging that the State violated the Illinois Purchasing Act by improperly awarding a successor contract to another pharmacy without competitive bidding after the Claimant's contract was terminated, the claim was denied since the Purchasing Act did not create a private cause of action for damages, and the claim failed in any event because the challenged successor contract for pharmaceutical services and supplies was a professional services contract which was exempt from the statute's competitive bidding requirements.

SAME—*contract gave State express right to terminate without cause—claim denied.* Where the Claimant sued the State for breach of a contract to supply pharmaceutical services to a prison, asserting that the contract granted the Claimant the exclusive right to provide such services, the claim was denied based on the contract's unambiguous language indicating that it was not exclusive and that the State had the express right to terminate the agreement unilaterally without cause.

OPINION ON CROSS-MOTIONS FOR SUMMARY JUDGMENT

EPSTEIN, J.

This $113,475 claim against the Respondent's Department of Corrections ("IDOC"), which alleges a violation of the [former] Illinois Purchasing Act (count I) and a breach of contract (count II), is before us for rulings on three motions: (1) Claimant's motion for summary judgment on both counts, with relies *inter alia* on admissions effected by the Respondent's failure to deny Claimant's requests to admit; (2) Respondent's tardy motion for a retroactive extension of time in which to respond to Claimant's requests to admit and "other" discovery requests; and (3) Respondent's cross-motion for summary judgment on both counts.

Nature of the Claims

Claimant is a pharmacy and sole proprietorship of James Shupenus, Sr., in Winchester, Illinois. Pursuant to a competitive bidding, Claimant entered into a contract with IDOC (dated May 18, 1993) to supply pharmaceutical services to the Jacksonville Correctional Center ("Jacksonville") in FY 1994. By a later agreement (dated July 1, 1994) that was apparently not the result of a bidding procedure, the Claimant's contract was extended to cover the two-year period ending June 30, 1996, *i.e.*, FY 95-96. Complaint, pars. 4, 6, exhibits A, B.

Claimant asserts that the contract granted it the exclusive right to provide pharmacy services, including dispensing of drugs, to Jacksonville at a "dispensing fee" of $0.48 for each prescription as well as reimbursement for the drugs at certain published rates. Complaint, par. 7.

By letter (dated November 21, 1994), IDOC gave Claimant notice of the "termination of your contract * * * per * * * the * * * agreement" as of January 1, 1995, when another provider "will assume all responsibility for * * * medical services" to Jacksonville. (Complaint, par. 8, exhibit C.) IDOC contracted with another company to provide pharmaceutical and other medical services to Jacksonville. Claimant alleges that that contract was not, but statutorily should have been, competitively bid; Respondent says that that contract was bid, but legally need not have been. As of January, 1995, IDOC ceased using Claimant's services.

Count I asserts Claimant's exclusive rights under the extended contract and alleges that the contract of its replacement provider is void, as in violation of the competitive bidding requirements of the former Purchasing Act (formerly 30 ILCS 505/6.a). Claimant asks us for damages, to declare the other contract void *ab initio* and to

award it attorney's fees and costs. Count II is a breach of contract claim that asserts the extended IDOC contract, a breach by IDOC's nonperformance (Complaint, count II, par. 10) and consequential damages.

Respondent's cross-motion for summary judgment asserts legal defenses: as to the count I statutory claim, a failure to state a cause of action and the lack of a private right of action under Illinois Purchasing Act, and as to the count II contract claim, the termination of the contract. As noted, Respondent also disputes the allegation that the later contract was not bid.

The Requests to Admit: Respondent's Motion to Extend

We first address the request to admit extension motion, as its disposition affects the factual posture of the motions. The governing provision in Supreme Court Rule 216 (applicable here by virtue of our rule, 74 Ill. Admin. Code 790.20), which provides materially as follows:

"Rule 216. Admission of Fact or of Genuineness of Documents

(a) Requests for Admission. A party may serve on any other party a written request for the admission by the latter of the truth of any specified relevant fact set forth in the request.

* * *

(c) Admission in the Absence of Denial. Each of the matters of fact * * * is admitted unless, within 28 days after service thereof, the [requested] party * * * serves upon the [requesting] party * * * either (1) a sworn statement denying specifically the matters * * * or setting forth * * * the reasons why he cannot truthfully admit or deny those matters or (2) written objections * * *"

Under the rule, the Claimant's requests to admit, which were not timely denied nor objected to, stand admitted. Almost two months late, the Respondent filed its extension motion seeking a retroactive reopening of the Rule 216 procedure, which had already run its course. Such an after-the-fact extension is allowable under

Supreme Court Rule 183.[1] *Bright v. Dickey* (1995), 166 Ill. 2d 204, 209 Ill. Dec. 735, 652 N.E.2d 275.

However, the movant must satisfy the "good cause shown" requirement of Rule 183, which mandates an affirmative showing beyond merely the absence of prejudice to the other party. (*Bright v. Dickey, supra*.) Here, as in *Bright*, the movant failed to show good cause.

Respondent's sole attempt to show good cause is to point out that three successive assistant attorneys general (AAGs) have been assigned to represent it in this case. Although the current AAG, Bradley R. Bucher, has been extremely diligent, the Respondent has not shown any good cause for its earlier failure to respond to the Claimant's request or its counsel's failure even to request an extension of the response deadline, which would almost surely have been granted absent prejudice or a history of delay. This Court is painfully aware of the workload burdens on the Attorney General's office, which are advanced to us constantly in documented extension requests. But the predictable mobility of AAGs is simply not good cause for allowing cases to go untended. The Claimant is entitled to its admissions.

Count I: The Purchasing Act Claim

Both parties have moved for a full summary judgment on the count I claim, which is predicated on a violation of the [former] Illinois Purchasing Act—by IDOC's letting of the successor/replacement contract without

[1] We unhesitatingly apply Supreme Court Rule 183 to this Supreme Court Rule 216 extension issue. These rules are *pari passu* and are both applicable here by virtue of our adoption of the Supreme Court Rules to govern practice in this Court. (74 Ill. Admin. Code 790.20) We observe, however, that in this Court the Supreme Court Rules hold the status of rules adopted pursuant to *this* Court's *statutory* authority to adopt procedural rules. Accordingly, the applicability of Supreme Court Rule 183 to effect retroactive extensions of *statutory* deadlines in this Court (*e.g.*, deadlines imposed by the Court of Claims Act) presents additional considerations that are not addressed here.

competitive bidding. Claimant alleges, without explanation or causal facts, that Claimant suffered damages as "a result of [IDOC's] violation of the * * * statute" (Complaint, count I, par. 11).

Claimant's motion is factually supported, as to liability at least, by the Respondent's admissions pursuant to the request to admit; the critical admission is that the challenged contract was not bid. Respondent's later submission of an affidavit (in support of its cross-motion) to the effect that IDOC in fact utilized a bid procedure cannot supersede its factual admission that the later contract was unbid. The Court entertains the cross-motions on the basis of the undisputed (admitted) fact that the successor contract was not bid, and rejects the bid-in-fact defense of Respondent's cross-motion.

We thus turn to the issues of law raised by the Respondent's summary judgment motion as to which there are no disputed issues of material fact.

On the count I liability issue, *i.e.*, liability arising from a violation of the former Illinois Purchasing Act, we agree with the Respondent's contention that count I is predicated on a direct private cause of action under the Purchasing Act, and that that Act did not create a private right of action, citing *Sawyer v. Jarvis Corp.* (1982), 89 Ill. 2d 379, 432 N.E.2d 849; and *Davis v. Dunne* (1st Dist. 1989), 189 Ill. App. 3d 739, 545 N.E.2d 539. This Court recently reviewed the Illinois law of private statutory causes of action, including *Sawyer* and its progeny, in *Farrell v. State*, No. 95-CC-0594, supp. op. on denial of rehearing, September 5, 1997. It is clear to us on review of this former statute that no private right of action for damages was created by the former Illinois Purchasing Act. Claimant has not presented authority or a cogent argument to the contrary.

We also agree with Respondent's contention that count I fails to state a cause of action for violation of the former Purchasing Act because the challenged successor contract for pharmaceutical services and supplies was a contract for professional services, and was thus exempt from the competitive bidding requirements of the former statute. 30 ILCS 505/1 *et seq.* (1996).

For these reasons, Claimant's count I claim fails as to liability as a matter of law. Accordingly, as to count I, Respondent's summary judgment motion will be granted and Claimant's will be denied.

Count II: The Breach of Contract Claim

Both parties have moved for a full summary judgment on the count II claim, which is predicated on IDOC's failure to utilize the Claimant's pharmaceutical services at Jacksonville during the remainder of the extended term (18 months) of Claimant's contract with IDOC. Again the Claimant's motion is factually supported by the Respondent's admissions, and again, Respondent's cross-motion is primarily based on legal issues that rest on undisputed facts.

Although Claimant's count II contract claim suffers from other defects that are not now dispositive—especially as to its unexplained and factually unsupported damages claim—its contractual liability basis fails as a matter of law, which is dispositive, for two reasons.

First, the Contract on its face is unambiguously *not* exclusive. The exclusivity allegation is a critical element of Claimant's contract theory—that it had a contractual right to be the *sole* pharmaceutical provider for Jacksonville for the duration of the contract. But there is not a word of exclusivity in this contract. It nowhere uses language that even hints at a "sole" source or "exclusive" supply or that

Claimant would be the "only" pharmaceutical service at Jacksonville.

Claimant tries to plug this hole in its claim by utilizing the Respondent's "admission" that the contract "allowed Baker's Pharmacy the exclusive right to provide pharmaceutical services to Jacksonville * * *" (Claimant's request to admit, par. 5.) Claimant's tactic is cute, sneaky and ineffective. The purported admission is not an admission of fact, but of the conclusory interpretation of a contract, which is a matter of law. (*UIDC Management, Inc. v. Sears Roebuck and Co.* (1986), 141 Ill. App. 3d 227, 490 N.E.2d 164.) Moreover, even if the Respondent were deemed to have admitted a "fact" of the contract's exclusivity, such an admission by a party is itself inadmissible as parole evidence as to the contract's interpretation given the Court's finding that the contract in this regard is unambiguous. (*See, e.g., UIDC Management, supra.*) Claimant has thus elicited an inadmissible admission.

Second, it is clear and undisputed legally as well as factually that the underlying contract between the Claimant and IDOC (1) was terminated by IDOC as of January, 1995, and (2) was subject to being terminated unilaterally, without cause, under the terms of that contract, which in material part provided:

"CANCELLATION/REMEDIES FOR BREACH

* * *

Unless otherwise specified, the Department may terminate this contract in whole or in part, without cause, by giving the contractor thirty (30) days written notice. In the event of cancellation, the contractor shall take all steps necessary and reasonable to mitigate closeout costs to the Department. Upon cancellation, contractor will be paid for work satisfactorily completed prior to the effective date of the cancellation."

Claimant itself pleads the Respondent's notice-of-termination letter which Respondent has also asserted in its cross-motion for summary judgment. There is no factual issue about the termination having been duly made

and timely communicated more than 30 days before the January 1, 1995 termination date. With that termination, Claimant's contract rights ceased, and there is no basis for any liability on this contract for the remainder of the extended contract period after January 1, 1995. On that, the Respondent is entitled to judgment as a matter of law.

For these reasons, Claimant's motion for summary judgment as to count I will be denied. We will grant Respondent's summary judgment motion, with some hesitancy, as to the entire count II contract claim, although it is not absolutely clear that Claimant's damage claims are restricted to the post-January 1, 1995, period for which we have concluded that Claimant's liability claim fails as a matter of law. However, it appears that such is the case.

We are uninclined to indulge a Claimant in an expansive view of its damages claim that it has not clearly pleaded and has not cogently asserted to this Court. If Claimant indeed claims damages arising before the 1995 termination, it may request reconsideration with a proposed amended complaint that clearly identifies those damages and their causation, and we will reconsider our conclusions at that time.

Conclusion

It is unusual, to say the least, for a Claimant to lose on summary judgment despite having won comprehensive admissions of fact by default of the other side—admissions that the Claimant itself formulated. This Claimant has reached this pinnacle of dichotomy between procedural success and substantive failure due to the legal baselessness of its claims.

For the reasons set forth above, the Court finds that on the undisputed facts before us, the Respondent is entitled to judgment as a matter of law on both counts I and II.

Accordingly, it is hereby ordered:

1. Respondent's motion for an extension of time in which to respond to the Claimant's requests to admit is denied for want of good cause;
2. Claimant's tardy motion to strike the Respondent's affidavit and response to the requests to admit is denied as moot;
3. Claimant's motion for summary judgment is denied in its entirety;
4. Respondent's motion for summary judgment is granted as to counts I and II; and
5. Claimant's claims herein are denied and forever barred.

ORDER ON PETITION FOR REHEARING

EPSTEIN, J.

Claimant has timely petitioned for rehearing of our opinion of July 20, 1999, in which we denied this claim on summary judgment. Claimant also requests oral argument.

This Court rejected Claimant's two causes of action as a matter of law: count I, an action for improper contract award (to Claimant's successor) under the [former] Illinois Purchasing Act; and count II, a breach of contract action for wrongful termination of a contract for services to IDOC. Claimant's petition for rehearing (incorrectly styled as a "motion for review") does not even address the primary grounds on which its claims were rejected: (1) no private cause of action under the Purchasing Act; and (2) no wrongful termination of the contract (due to IDOC's express right *in the contract* to terminate it without cause).

Accordingly, the arguments now advanced by Claimant, even if they had merit, would not warrant reversal of

the judgment. For this reason alone, the petition for rehearing is inadequate on its face and does not warrant rehearing.

Claimant's arguments on rehearing are also meritless. Although we need not address Claimant's current contentions, two contract interpretation points deserve memorialization.

Claimant's breach of contract theory was predicated on it having had an *exclusive* contract with IDOC, *i.e.*, a sole source contract, such that a wrongful termination would result in Claimant's loss of an entitlement to a predictable or ascertainable amount of business (and profits). On this "exclusivity" issue, Claimant now argues:

(a) that the Court "unfairly" criticized its effort to characterize the disputed contract as "exclusive" on the basis of the Respondent's admission (by its failure to timely deny claimant's request to admit facts); and

(b) that the Court erred in finding that "there is not a word of exclusivity in this contract" (Slip. Op., 4) because of the following provision in the contract (in its General Terms and Conditions):

"Subcontracting

Services will be performed only by the contracting party. No subcontracting is contemplated within this Agreement unless otherwise specified in the section on contractual services to be provided."

On the admission issue, the Claimant does not address or dispute the point that the interpretation of a contract—especially a facially unambiguous contract—is a matter of law and not a matter of fact, and therefore a party's factual "admission" of a contract interpretation issue is not dispositive and is ordinarily irrelevant. Claimant has cited no authority to the contrary.

On the issue of Claimant's "exclusive" right to provide the contracted services to IDOC, the Claimant's belated

discovery of this subcontracting provision adds not a word of exclusivity to this contract. This provision does not provide any exclusivity of the *contractor's* [*i.e.,* Claimant's] services to IDOC and imposes no limitations on IDOC whatever. This clause limits only the *contractor* as to *its* use of *subcontractors*, and mandates exclusivity "*within* this Agreement" only. This provision has utterly nothing to do with IDOC's right to use other providers, which is the only exclusivity issue that matters here.

Unlike Claimant's misuse of a factual admission as a legal conclusion, this erroneous argument is neither cute nor sneaky: It is merely 180 degrees off-target.

Claimant does point out one error in the Court's opinion, which should be corrected. Our order inadvertently labeled as "tardy" the Claimant's motion (to strike the Respondent's affidavit), when it was the Respondent's motion (for an extension of time to respond to the request to admit) that was filed late. Claimant is correct that its motion to strike was not tardy. With this correction, and the additional comments above, the Court adheres to its initial opinion.

The petition for rehearing and request for oral argument are denied.

(No. 98-CC-5138—Claim dismissed.)

STEPHEN EDWARD LEWIS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed November 1, 1999.

STEPHEN EDWARD LEWIS, *pro se.*

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR., Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*transfer to county jail—inmate's claim for compensation dismissed.* An inmate's three-part claim for compensation arising out of his transfer from a State correctional facility to a county jail was dismissed, because the inmate was not entitled to a $10 monthly stipend paid to inmates where he was absent due to a transfer to a writ facility, the State was exempted from liability for damages for failing to produce a writ of mittimus within six hours of the inmate's transfer and, with regard to the inmate's wrongful transfer claim sounding in constitutional tort, the Court did not have jurisdiction over such claims.

ORDER

HESS, J.

Coming on to be heard before this Court is Respondent's motion to dismiss. The Court being fully advised in the premises finds as follows:

Claimant's complaint presents three different prayers for relief.

Claimant first alleges that he should be entitled to recover $10 for each day he was in the custody of the Cook County jail because he alleges Western Illinois Correctional Center kept him on its books and that he should still be entitled to the $10 monthly stipend paid to Illinois inmates. The Western Illinois Correctional Center Institutional Directive 05.03.103—Monetary Compensation for Inmate Assignments at page 5, section G.3 states that an inmate absent from his assignment due to a transfer to

a writ facility shall receive no compensation. Accordingly, Claimant's first allegation is dismissed.

Next, Claimant prays for damages resulting from his alleged wrongful transfer from the Illinois Department of Corrections (IDOC) custody to the Cook County Jail. The Court of Claims does not have jurisdiction over this claim sounding in constitutional tort. Furthermore, the transfer was proper as illustrated by the Cook County Court order directing the transfer. Accordingly, this allegation is dismissed.

Finally, Claimant seeks damages under section 10—105 of the Code of Civil Procedure. (735 ILCS 5/10—105.) Said section provides that any authority transferring a prisoner who fails to produce the writ of *mittimus* within six hours of the transfer could be liable for up to $500. Claimant apparently failed to read the entire section of the Code. In the last sentence the legislature clearly exempted IDOC from this paragraph. Accordingly, Claimant's third allegation is dismissed.

It is hereby ordered that Respondent's motion to dismiss is granted and Claimant's complaint is dismissed.

(No. 99-CC-4597—Claim dismissed.)

KENNETH SMITH, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order filed May 9, 2000.

KENNETH SMITH, *pro se*.

JIM E. RYAN, Attorney General (PETER C. BEARD, Assistant Attorney General, of counsel), for Respondent.

TORTS—*what necessary to state claim for assault—name calling generally not actionable.* In order to state a claim for assault, the Claimant must allege an unreasonable apprehension of receiving a battery, and in order for name calling to be actionable, it must be truly extreme and outrageous, and it is clear that the tort does not extend to mere insults, indignities, threats, petty impressions, or other trivialities.

PRISONERS AND INMATES—*inmate subjected to name calling—claim dismissed.* A claim brought by an inmate alleging that he was subjected to verbal assaults and intentional infliction of emotional distress as a result of name calling by other inmates and prison employees was dismissed, because the conduct did not rise to the level of an actionable claim.

ORDER

RAUCCI, CJ.

This cause coming on to be heard on the Respondent's motion to dismiss, and the Claimant's response thereto, the Court being fully advised in the premises, the Court finds that Claimant, an inmate of the Lincoln Correctional Center, has filed a four-count complaint alleging that Claimant was subjected to "verbal assaults" and intentional infliction of emotional distress. He claims that four employees of the Respondent's Department of Corrections called him, or allowed him to be called by others, "Shitty Smitty from New York City" on a regular basis.

The complaint does not state a claim for either assault or intentional infliction of emotional distress. In order to state a claim for assault, Claimant must allege an "unreasonable apprehension of receiving a battery." (*Rosenbaum v. Parkerland Packing Co., Inc.* (1977), 55 Ill. App. 3d 959, 963.) Name calling must be "truly extreme and outrageous" and it is "clear that the tort does not extend to mere insults, indignities, threats, petty impressions, or other trivialities." (*McGrath v. Fahey* (1998), 126 Ill. 2d 78; Restatement (Second) of Torts (1965), section 46, comment d at 73.) While the name calling may be insulting, it hardly rises to the level of a basis for a compensable claim.

It is therefore ordered, adjudged and decreed that the Respondent's motion to dismiss is granted and this claim is dismissed and forever barred.

LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS, FIREMEN AND STATE EMPLOYEES COMPENSATION ACT

OPINIONS NOT PUBLISHED IN FULL

FY 2000

Where a claim for compensation filed pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics, Firemen and State Employees Compensation Act (820 ILCS 315/1 *et seq.*), within one year of the date of death of a person covered by said Act, is made and it is determined by investigation of the Attorney General of Illinois as affirmed by the Court of Claims, or by the Court of Claims following a hearing, that a person covered by the Act was killed in the line of duty, compensation in the amount of $20,000 or $50,000 if such death occurred on or after July 1, 1983, shall be paid to the designated beneficiary of said person or, if none was designated or surviving, then to such relative(s) as set forth in the Act.

96-CC-0701	Scholes, Karen.	$ 50,000.00
99-CC-4697	Camp, Opal Tracee	100,000.00
99-CC-4775	Tullis, Judith	100,000.00
00-CC-2179	Luecht, Terri A.	100,000.00

87-CC-3513	First National Bank of Ottawa, Illinois; Guardian of the Estate of Alberto Contreras, a minor	$3,500.00
88-CC-4291	Garcia, Juanita	45,000.00
89-CC-0830	Johnson, Billy E.	56,835.50
89-CC-2134	Chiovari, Innocenza	6,000.00
91-CC-1736	Ferro, Nester	100,000.00
92-CC-1549	Moore, Dwayne	4,100.66
93-CC-0196	Schmierbach, David; Admr. of the Estate of Donald Schmierbach, Dec'd	50,000.00
93-CC-2300	Whitehead, Darryl	10,000.00
94-CC-0468	Niemiec, Craig J.	75,000.00
94-CC-1303	Cogan, Judy; Special Admrx. of the Estate of Edward Bishop	75,000.00
94-CC-1462	Kubon, Andrzej	1,500.00
94-CC-2266	Levey, Joan	1,147.54
95-CC-1680	Weidner, Bernard L.	13,700.00
95-CC-3226	Olsen, Fred	6,787.72
96-CC-1720	Sprague, Richard	500.00
96-CC-1803	Allstate Insurance Co., a/s/o John & Robin Jacob	4,401.68
97-CC-0474	Liepelt, Monique; Indiv. as Wife of Decedent, Daniel J. Liepelt *et al.*	15,000.00
98-CC-0079	Finn, Grover C.	238.70
98-CC-0556	Wolf, Ludwig, Jr., Dr.	550.00
98-CC-0680	Beatovic, Elaine	2,200.00
98-CC-2830	Dunn, Dave & Katherine M.	8,000.00
98-CC-3671	Ragland, William P.	226.00
98-CC-4608	Daigre, Cynthia	7,226.00
98-CC-5003	King, Sharon & Stewart Matthew	15,000.00
98-CC-5094	Shuey, Theresa	229.14
99-CC-0310	McClendon, Randall	91.00
99-CC-3429	Ferraro, Maria A.	72.00
99-CC-3775	State Farm Insurance Co., a/s/o Kurtis & Juliann Spradlin	1,443.41
99-CC-4304	Jewell, Arthur	587.28
99-CC-4558	Ruebling, Mary Ann	615.92

99-CC-4660	Eliakis, Louis A., Georgia & Anthony	8,625.29
99-CC-4746	Hajovsky, George A.	110.00
99-CC-4900	Wooters, Donald J.	30,000.00
00-CC-0518	Flaxman, Kenneth N.	5.77
00-CC-1329	Porter, Anthony	291,750.58
00-CC-2261	St. Paul Insurance Co.	3,560.87

MISCELLANEOUS DENIED AND DISMISSED CLAIMS

FY 2000

86-CC-2523	Siddiqi, Idris Ibrahim a/k/a Billy L. Hicks	Dismissed
87-CC-0360	Chandler, Gwen	Denied
87-CC-2130	Loyd, Sam, Jr.	Denied
88-CC-0103	Richardson, Pamela & Daryl; a minor, by Donna Richardson	Dismissed
88-CC-1165	Moore, Carlos	Reconsidered Denial
88-CC-1537	Bullock, Ronnie	Reconsidered Denial
89-CC-0749	Davis, Dorothy & Fred E., Sr.	Reconsidered Dismissal
89-CC-0966	Edgington, Mary A.; Indiv. & as Admrx. of the Estate of Eric E. Edgington	Dismissed
89-CC-3845	Pratt, Brenda; Admrx. of the Estate of James Pratt, Matthew Pratt & Rebecca Pratt, Dec'd	Reconsidered Denial
90-CC-0030	Jones, Robert C.	Dismissed
90-CC-0145	Molleck, Gregory J.	Denied
90-CC-0284	Fitt, Dwight; Exec. of the Estate of Duane Fitt	Dismissed
90-CC-0335	Canchola, Miguel	Dismissed
90-CC-0797	Schultz, Mary	Denied
90-CC-1347	Roe, John & Mary & Jane, etc. & Doe, Betty & Billy, etc. & Boe, Carol	Dismissed
90-CC-1745	Hobart, Mildred A.; Special Admrx. of the Estate of Kathryn Hobart, Dec'd	Dismissed
90-CC-1827	Killingsworth, Eric; as Special Admr. of the Estate of James Killingsworth, Dec'd	Dismissed
90-CC-2050	Taylor, Charles B.	Dismissed
90-CC-2336	Boliaris, Betty J.	Dismissed
90-CC-2851	Butler, Michael K.; Admr. of the Estate of Rebecca L. Butler, *et al.*	Dismissed
90-CC-2909	Rust-oleum Corp. & St. Paul Fire & Marine Insurance Co.	Dismissed
90-CC-3189	Lucas, Jerry B.	Denied
90-CC-3458	Wiggins, Donald	Dismissed
90-CC-3481	Wallace, Shandoulia; Indiv. & as Admrx. of the Estate of Wallace, Waketta Roy	Dismissed
91-CC-0116	Forms World Stock Products, Inc.	Denied
91-CC-0423	Forms World Stock Products, Inc.	Denied

91-CC-0439	Forms World Stock Products, Inc.	Denied
91-CC-0593	Wynn, James	Reconsidered Dismissal
91-CC-1071	PMC Medicar, Inc.	Reconsidered Denial
91-CC-1072	PMC Famous Livery	Reconsidered Denial
91-CC-1073	PMC Famous Livery	Reconsidered Denial
91-CC-1074	PMC Medicar, Inc.	Reconsidered Denial
91-CC-1163	Cason, Shirley & Lonnie	Dismissed
91-CC-1193	St. Vincent Community Living Facility	Dismissed
91-CC-1434	Young, Glen	Dismissed
91-CC-1605	St. Mary's Hospital	Dismissed
91-CC-1803	Burns, Dwight	Dismissed
91-CC-1983	Forms World Stock Products, Inc.	Denied
91-CC-2293	Medline Industries, Inc.	Dismissed
91-CC-2405	Stegmiller, Patricia	Dismissed
91-CC-2811	Ambulance Service Corp.	Dismissed
91-CC-2829	Walker, Mark	Reconsidered Dismissal
91-CC-3566	Chicago and Northwestern Transportation Co.	Dismissed
91-CC-3595	Niles, Village of	Dismissed
92-CC-0040	Schillaci, Edward	Dismissed
92-CC-0080	Johnson, Roy L.	Dismissed
92-CC-0359	Williams, Steven	Reconsidered Dismissal
92-CC-0410	Hill, Jamal D.	Dismissed
92-CC-0441	Jennings, Gladys	Denied
92-CC-0535	Loyola Medical Practice Plan	Dismissed
92-CC-0579	Children's Home Association of Illinois	Dismissed
92-CC-0781	Carlberg, George	Dismissed
92-CC-0796	Forms World Stock Products, Inc.	Dismissed
92-CC-0809	Forms World Stock Products, Inc.	Denied
92-CC-0858	Beverly Bank, as Trustee under Trust #8 0200	Dismissed
92-CC-1181	Shields, Thomas Christopher	Dismissed
92-CC-1683	Community College Dist. 508, Board of Trustees of	Dismissed
92-CC-1685	Community College Dist. 508, Board of Trustees of	Dismissed
92-CC-1688	Community College Dist. 508, Board of Trustees of	Dismissed
92-CC-1834	Boaz, Virgil Lee	Dismissed
92-CC-1879	Loyola Medical Practice Plan	Dismissed
92-CC-1881	Loyola Medical Practice Plan	Dismissed
92-CC-1883	Loyola Medical Practice Plan	Dismissed

92-CC-1884	Loyola Medical Practice Plan	Dismissed
92-CC-1886	Loyola Medical Practice Plan	Dismissed
92-CC-1887	Loyola Medical Practice Plan	Dismissed
92-CC-1888	Loyola Medical Practice Plan	Dismissed
92-CC-2031	Hawkins, Olin B. & Gail; Co-Admrs. of the Estate of Harold Hawkins, Dec'd	Dismissed
92-CC-2167	East St. Louis Township	Dismissed
92-CC-2189	Martin, Roger A.	Dismissed
92-CC-2449	Upshaw, Ezra	Denied
92-CC-2591	Landon, Florence & Octavia	Dismissed
92-CC-2643	St. Therese Medical Center	Dismissed
92-CC-2644	St. Therese Medical Center	Dismissed
92-CC-2645	St. Therese Medical Center	Dismissed
92-CC-2751	Family Service Agency	Dismissed
92-CC-2810	Dorn, James	Dismissed
92-CC-2852	Burlington Northern Railroad Co.	Dismissed
92-CC-3030	US Auto Glass Centers	Dismissed
92-CC-3031	US Auto Glass Centers	Dismissed
92-CC-3066	Geise, Richard J.	Dismissed
92-CC-3131	Stidwell, Delilah R.; Indiv. & as Mother of Dolores T. Balogun, minor	Denied
93-CC-0008	Tovar, Alicia	Dismissed
93-CC-0010	Dorn, James	Dismissed
93-CC-0054	Trunk, Randy	Denied
93-CC-0094	Argumedo, Jesus	Denied
93-CC-0177	Bates, Herman & Wheat, Dwayne	Dismissed
93-CC-0221	Bryant, Janet	Dismissed
93-CC-0300	Northland Insurance Co. & Thompson Transportation Services	Dismissed
93-CC-0322	Treadway, Consuela	Dismissed
93-CC-0379	Carter, Richard	Denied
93-CC-0415	Farley, Walter	Dismissed
93-CC-0494	Matsumoto, Jin & Carlene	Dismissed
93-CC-0529	Allied Van Lines, Inc., V.I.P. Transportation, Inc. & Martin, Rodney	Dismissed
93-CC-0555	Suitts, Thomas	Dismissed
93-CC-0651	Ollie, Louis I.	Denied
93-CC-0668	Clark, Shelby O.	Dismissed
93-CC-0854	Moore, Shirley & Gary	Dismissed
93-CC-0928	Palombo, Charles	Dismissed
93-CC-0989	Smith, Johnny	Reconsidered Denial
93-CC-0990	Smith, Jimmy	Reconsidered Dismissal

93-CC-1156	Clark, Modert Bradley	Dismissed
93-CC-1270	Pitney Bowes, Inc.	Dismissed
93-CC-1310	Warchol, Andrea	Denied
93-CC-1326	Stark, Thomas	Dismissed
93-CC-1502	Paras, Hercules; as Independent Admr. of the Estate of Peter H. Paras, Dec'd	Dismissed
93-CC-1599	Eckhardt, Tony	Dismissed
93-CC-1621	Lutheran Social Services of Illinois	Dismissed
93-CC-1628	Lutheran Social Services of Illinois	Dismissed
93-CC-1707	Tavernor, Amy & Chris	Reconsidered Dismissal
93-CC-1714	Martin, Jeffrey Scott	Dismissed
93-CC-1788	Townsend, Elaine; Spec. Admrx. of the Estate of Venisha Townsend, Dec'd	Dismissed
93-CC-2144	Schultz, Victoria; for Paul Schultz, Jr. a/k/a Paul Velinske, a minor	Dismissed
93-CC-2217	Brewer, Charles J., Jr.	Dismissed
93-CC-2328	Mitcham, Michael	Dismissed
93-CC-2424	Patton, Davonne	Reconsidered Dismissal
93-CC-2438	Samuel, Judona M.	Dismissed
93-CC-2493	Levy, Enrico	Denied
93-CC-2627	Raymond, Kathleen M.	Dismissed
93-CC-2786	Funk, Harold & Letner, Russell & Halsey, Robert	Reconsidered Dismissal
93-CC-2849	Smith, Crawford	Dismissed
93-CC-2915	United Truck Repair, Inc.	Reconsidered Denial
93-CC-2916	United Truck Repair, Inc.	Reconsidered Denial
93-CC-2917	United Truck Repair, Inc.	Reconsidered Denial
93-CC-2918	United Truck Repair, Inc.	Reconsidered Denial
93-CC-3026	Illinois, University of, Hospital	Dismissed
93-CC-3076	Colbert, Lynn	Dismissed
93-CC-3095	Miller, Regan A.	Dismissed
93-CC-3117	Lewis, Thurman L.	Dismissed
93-CC-3121	Alton Center of Bone & Joint Surgery	Denied
93-CC-3152	Ali, Azmat & Hemani, Amir Ali & Patel, Mina & Natavarlel & Savitaben; Indiv. & as Mother of Chandresh Patel, minor	Dismissed
93-CC-3313	Olivo, Jose	Denied
93-CC-3433	Thompkins, Kenneth	Dismissed
93-CC-3462	Riggs, Melvin	Dismissed
93-CC-3484	Neumann, Victor C., & Assoc.	Dismissed
93-CC-3512	Woods, Douglas T.	Dismissed
94-CC-0031	Puckett, Robert L.	Dismissed

94-CC-0107	Alexander, Tyrone	Denied
94-CC-0139	Iftner, Larry L. & Country Mutual Insurance Co.	Dismissed
94-CC-0143	Edwards, Jerry	Denied
94-CC-0158	Graue Pharmacy, P.C.	Dismissed
94-CC-0273	Mears, Gregory C.	Denied
94-CC-0287	Medreno, Derlies	Dismissed
94-CC-0426	Walker, Clarence	Dismissed
94-CC-0442	Cipolla, Samual	Dismissed
94-CC-0519	Tomas, Daniel J.	Dismissed
94-CC-0547	Lemon, Donald	Dismissed
94-CC-0561	Muniz, David	Dismissed
94-CC-0581	Krugman, Warren	Denied
94-CC-0611	Ksendzovsky, Marina	Dismissed
94-CC-0612	Joyner, Robert	Dismissed
94-CC-0614	Morissette, Sherman	Denied
94-CC-0669	Black, Leannette W.	Dismissed
94-CC-0836	Romious, Melvin	Dismissed
94-CC-0857	Shell, Delainey	Dismissed
94-CC-0897	McCulley, Katherine	Dismissed
94-CC-0911	La Quinta Inn	Dismissed
94-CC-1010	Motorola, Inc.	Dismissed
94-CC-1012	Motorola, Inc.	Dismissed
94-CC-1013	Motorola, Inc.	Dismissed
94-CC-1200	Mammas, Evan James, Attorney at Law	Dismissed
94-CC-1398	Thomas, Bobbie S.	Dismissed
94-CC-1442	Aunt Martha's Youth Service Center, Inc.	Dismissed
94-CC-1547	Bush, Steven	Dismissed
94-CC-1622	Corcoran, William, Jr.	Dismissed
94-CC-1627	Calhoun, Danny	Dismissed
94-CC-1654	Floyd, J. R.	Denied
94-CC-1681	Gregorich, John	Dismissed
94-CC-1720	Carey, Patricia	Dismissed
94-CC-1721	Pollard, Philip A.	Denied
94-CC-1763	Van Buren, Fred C.	Dismissed
94-CC-1773	Medical Group of Michigan City	Dismissed
94-CC-1779	Pinckneyville Medical Group	Dismissed
94-CC-1810	Wallin, Dolores; Indiv. & as Exec. of the Estate of Joseph Wallin, Dec'd	Dismissed
94-CC-1827	Neville, John	Dismissed
94-CC-1871	Xerox Corp.–MSE I	Dismissed
94-CC-1919	Cole, Gloria	Dismissed

94-CC-1928	Springfield Clinic	Denied
94-CC-2019	National Car Rental System, Inc.	Reconsidered Dismissal
94-CC-2040	Jackson, Gloria; Indiv. & as Mother of Shanika Jackson, minor	Dismissed
94-CC-2192	Children's Center for Behavioral Development	Dismissed
94-CC-2342	Andrews, Lawrence	Dismissed
94-CC-2343	Taylor, Richard	Denied
94-CC-2357	Forest Preserve District of Cook County	Dismissed
94-CC-2442	Hauppa, Joseph S.; Admr. of the Estate of Joseph T. & Barbara Hauppa	Reconsidered Denial
94-CC-2445	Springfield Clinic	Denied
94-CC-2476	Davis, Thomas	Dismissed
94-CC-2517	Williams, Andre	Dismissed
94-CC-2605	Moraine Valley Community College	Dismissed
94-CC-2607	Moraine Valley Community College	Dismissed
94-CC-2612	Moraine Valley Community College	Dismissed
94-CC-2619	Moraine Valley Community College	Dismissed
94-CC-2623	Moraine Valley Community College	Dismissed
94-CC-2624	Moraine Valley Community College	Dismissed
94-CC-2626	Moraine Valley Community College	Dismissed
94-CC-2659	Walker, G. Daniel	Dismissed
94-CC-2682	Reese, Larry	Dismissed
94-CC-2747	Bouie Construction, Inc.	Dismissed
94-CC-2755	Chicago Commons	Dismissed
94-CC-2881	Figueroa, Daniel	Dismissed
94-CC-2920	Turner, Gregory	Denied
94-CC-2925	Olivio, Jesus	Denied
94-CC-2938	Allen, Earl	Dismissed
94-CC-2952	Carroll Seating Co	Dismissed
94-CC-2957	Caputo, Joseph	Dismissed
94-CC-3070	Cabin, Ralph, M.D.	Dismissed
94-CC-3071	Cabin, Ralph, M.D.	Dismissed
94-CC-3072	Cabin, Ralph, M.D.	Dismissed
94-CC-3073	Cabin, Ralph, M.D.	Dismissed
94-CC-3075	Cabin, Ralph, M.D.	Dismissed
94-CC-3093	Northwest Airlines, Inc.	Dismissed
94-CC-3094	Northwest Airlines, Inc.	Dismissed
94-CC-3095	Northwest Airlines, Inc.	Dismissed
94-CC-3100	Wilmore, James	Dismissed
94-CC-3125	Cabin, Ralph, M.D.	Dismissed
94-CC-3132	Cabin, Ralph, M.D.	Dismissed

94-CC-3196	Cabin, Ralph, M.D.	Dismissed
94-CC-3197	Cabin, Ralph, M.D.	Dismissed
94-CC-3225	Pickens-Kane Moving & Storage Co.	Dismissed
94-CC-3242	Taylor, Kristina & Johnson, Deborah; Co-Admrs. of the Estate of Eric Taylor	Dismissed
94-CC-3248	Northwest Airlines, Inc.	Dismissed
94-CC-3269	Rohlfs, Daniel	Denied
94-CC-3338	Novacare, Inc.	Dismissed
94-CC-3344	Novacare, Inc.	Dismissed
94-CC-3347	Novacare, Inc.	Dismissed
94-CC-3402	Williams, Ingrid	Dismissed
94-CC-3539	Miller, Brian, M.D.	Dismissed
94-CC-3573	Cabin, Ralph, M.D.	Dismissed
94-CC-3624	Grubbs, Travis	Denied
94-CC-3627	Xerox Corp.	Dismissed
94-CC-3642	Cabin, Ralph, M.D.	Dismissed
94-CC-3649	State Chemical Manufacturing Co.	Dismissed
94-CC-3657	McAtee, Ronnie	Dismissed
94-CC-3686	Mohan, Jagan, M.D.	Dismissed
94-CC-3707	Blake, Javet M., Sr.	Dismissed
95-CC-0005	Cabin, Ralph, M.D.	Dismissed
95-CC-0067	Flaherty, Ann	Dismissed
95-CC-0083	Phoenix Children's Hospital	Dismissed
95-CC-0099	Cabin, Ralph, M.D.	Dismissed
95-CC-0105	Reyes, Victor	Denied
95-CC-0123	MCC Home Health, Inc.	Dismissed
95-CC-0159	Harshbarger, Terry	Dismissed
95-CC-0165	Risser, Marcia G.	Denied
95-CC-0187	Boclaire, Vell	Dismissed
95-CC-0190	Cabin, Ralph, M.D.	Dismissed
95-CC-0194	Mohan, Jagan, M.D.	Dismissed
95-CC-0249	Hall, Theodore	Dismissed
95-CC-0267	JNC Sewer Construction, Inc.	Dismissed
95-CC-0268	Quesada, Maria C.	Dismissed
95-CC-0328	Urbaniak, Pamela & State Farm Mutual Automobile Insurance Co.	Dismissed
95-CC-0337	Slaughter, William	Dismissed
95-CC-0393	Bland, Raymond S.	Reconsidered Dismissal
95-CC-0447	IBM Corp.	Dismissed
95-CC-0455	Harris, Ralph	Dismissed
95-CC-0533	Palello, Anthony M.	Dismissed
95-CC-0584	TMC Transportation, Inc.	Dismissed

95-CC-0585	Lipman, Sarah	Dismissed
95-CC-0644	Olive-Harvey College	Dismissed
95-CC-0759	Luthin, Dorothy	Dismissed
95-CC-0838	Xoxakos, Theodore & Karen	Dismissed
95-CC-1137	Davis, Harold	Dismissed
95-CC-1138	Cornerstone Services, Inc.	Dismissed
95-CC-1155	William Charles, Ltd. & Rockford Blacktop Cont. Co	Dismissed
95-CC-1173	Andrews, Brenda	Dismissed
95-CC-1190	Carter, Leander	Denied
95-CC-1207	Collier, Keith	Dismissed
95-CC-1231	Near North Insurance Brokerage, Inc.	Dismissed
95-CC-1232	Near North Insurance Brokerage, Inc.	Dismissed
95-CC-1238	Near North Insurance Brokerage, Inc.	Dismissed
95-CC-1246	Near North Insurance Brokerage, Inc.	Dismissed
95-CC-1250	Near North Insurance Brokerage, Inc.	Dismissed
95-CC-1258	Near North Insurance Brokerage, Inc.	Dismissed
95-CC-1260	Near North Insurance Brokerage, Inc.	Dismissed
95-CC-1294	Rutledge Youth Foundation, Inc.	Dismissed
95-CC-1413	Acme Orthotic & Prosthetic Labs	Dismissed
95-CC-1483	Gaa, Judith K.	Reconsidered Dismissal
95-CC-1518	Hinsdale Hospital	Dismissed
95-CC-1519	Hinsdale Hospital	Dismissed
95-CC-1520	Hinsdale Hospital	Dismissed
95-CC-1521	Hinsdale Hospital	Dismissed
95-CC-1522	Hinsdale Hospital	Dismissed
95-CC-1523	Hinsdale Hospital	Dismissed
95-CC-1524	Hinsdale Hospital	Dismissed
95-CC-1525	Hinsdale Hospital	Dismissed
95-CC-1526	Hinsdale Hospital	Dismissed
95-CC-1527	Hinsdale Hospital	Dismissed
95-CC-1528	Hinsdale Hospital	Dismissed
95-CC-1595	Clark, Rosemarie L.	Dismissed
95-CC-1741	Ward, David	Denied
95-CC-1742	Thigpen, Melvin	Denied
95-CC-1744	Adams, Michael & Carol	Dismissed
95-CC-1813	Smith, Sherri	Dismissed
95-CC-1839	Winston, Richard A.	Dismissed
95-CC-1898	Duty, Blaine	Denied
95-CC-1908	Helping People Cope, Ltd.	Dismissed
95-CC-1958	Gomez, Carlos	Dismissed
95-CC-1959	Upshaw, Ezra	Denied

95-CC-1987	Crawford, Larry	Dismissed
95-CC-1996	Lobley, Marlon	Dismissed
95-CC-2420	Yearnd, James A.	Denied
95-CC-2426	Palmetto General Hospital	Dismissed
95-CC-2427	Palmetto General Hospital	Dismissed
95-CC-2455	Raftery, John	Dismissed
95-CC-2480	Central Baptist Family Services	Dismissed
95-CC-2494	Caring Concepts	Dismissed
95-CC-2497	Caring Concepts	Dismissed
95-CC-2498	United Painting Co.	Dismissed
95-CC-2514	CPC Southwind Hospital	Dismissed
95-CC-2534	Aunt Martha's Youth Service Center, Inc.	Dismissed
95-CC-2564	Aunt Martha's Youth Service Center, Inc.	Dismissed
95-CC-2592	Thigpen, Melvin	Denied
95-CC-2596	Fox, Debbie	Dismissed
95-CC-2597	Rapping, Ethel	Dismissed
95-CC-2639	Our Lady of Resurrection Medical Center	Dismissed
95-CC-2646	Hinsdale Hospital	Dismissed
95-CC-2647	Hinsdale Hospital	Dismissed
95-CC-2648	Hinsdale Hospital	Dismissed
95-CC-2649	Hinsdale Hospital	Dismissed
95-CC-2650	Hinsdale Hospital	Dismissed
95-CC-2651	Hinsdale Hospital	Dismissed
95-CC-2652	Hinsdale Hospital	Dismissed
95-CC-2654	Hinsdale Hospital	Dismissed
95-CC-2701	Clark, Lester	Dismissed
95-CC-2702	Beasley, Terrell	Dismissed
95-CC-2704	Allowe, Greg; Indiv. & as Special Admr. of the Estate of Julia W. Allowe, Dec'd & Andrew Allowe, Dec'd minor & Alexa Allowe, a minor	Dismissed
95-CC-2923	Strong, Barbara	Dismissed
95-CC-2943	Edward, John, Construction Co.	Dismissed
95-CC-2947	Mallory, Ralph	Dismissed
95-CC-3008	St. Coletta's of Illinois	Dismissed
95-CC-3091	Pullins, Visitacion C.; Indiv. & for James Pullins, Dec'd & Jameevi & Joseph Pullins, minor children	Dismissed
95-CC-3096	Plazas, Carlos A.	Dismissed
95-CC-3101	St. Mary's Hospital	Dismissed
95-CC-3102	St. Mary's Hospital	Dismissed
95-CC-3103	St. Mary's Hospital	Dismissed

95-CC-3104	St. Mary's Hospital	Dismissed
95-CC-3105	St. Mary's Hospital	Dismissed
95-CC-3106	St. Mary's Hospital	Dismissed
95-CC-3107	St. Mary's Hospital	Dismissed
95-CC-3108	St. Mary's Hospital	Dismissed
95-CC-3109	St. Mary's Hospital	Dismissed
95-CC-3148	Easter Seal Rehabilitation Center	Dismissed
95-CC-3280	Hinsdale Hospital	Dismissed
95-CC-3322	Oak Forest Psychological Services	Dismissed
95-CC-3375	Cunningham, C. J., Co.	Dismissed
95-CC-3422	Markiewicz, John L.	Reconsidered Denial
95-CC-3436	Broughton, Henry V.	Reconsidered Dismissal
95-CC-3440	Wurmnest, Raymond C.	Denied
95-CC-3501	Doctors Dentists Hospital	Dismissed
95-CC-3502	Rockstead, Shirley A. & Wayne A. & Henderson, Carol J. & William L.	Dismissed
95-CC-3503	Solomon, Hannah	Dismissed
95-CC-3552	Conley, Marilyn J.	Dismissed
95-CC-3570	Buie, Gregory	Dismissed
95-CC-3638	Trinidad, Daniel	Dismissed
95-CC-3640	Reid, Mary E.; Indiv. & as Admrx. of the Estate of Robert J. Cowden, Dec'd	Dismissed
95-CC-3641	Reid, Mary E.; Indiv. & as Admrx. of the Estate of Ethelreda Cowden, Dec'd	Dismissed
95-CC-3645	Ashland Professional Pharmacy	Dismissed
95-CC-3664	Jones, Kenneth	Dismissed
95-CC-3707	Jackson, Durlynne; Indiv. & as Special Admrx. of the Estate of Donald C. & Donna L. Jackson	Dismissed
95-CC-3825	Warren, Melvin	Dismissed
95-CC-3827	Grogan, John	Dismissed
95-CC-3833	Blake, Javet M., Sr.	Dismissed
95-CC-3834	Coleman, Douglas	Dismissed
95-CC-3836	Rezai, Deborah D.	Dismissed
95-CC-3877	Pankey, Laura	Dismissed
95-CC-3898	M.S.C.I., Inc.	Denied
95-CC-3932	Martin Implement Sales	Dismissed
95-CC-3949	Attinello, Eleanor Faye (Varner)	Dismissed
95-CC-3950	Young, Mark	Denied
95-CC-3990	Hanger, J. E., Inc.	Dismissed
95-CC-4047	CPC Old Orchard Hospital	Dismissed
95-CC-4056	CPC Old Orchard Hospital	Dismissed

96-CC-0028	Mason, Myrtle H.	Dismissed
96-CC-0044	Redenbaugh, Kenneth B. & Linda M.	Dismissed
96-CC-0067	Moraine Valley Community College	Dismissed
96-CC-0071	Zagar, Robert	Dismissed
96-CC-0158	Martin, Viola Lynch	Dismissed
96-CC-0168	Fossett, Bobby, Debbi & Nichole L.	Dismissed
96-CC-0246	Memorial Medical Center	Dismissed
96-CC-0247	Memorial Medical Center	Dismissed
96-CC-0248	Memorial Medical Center	Dismissed
96-CC-0249	Memorial Medical Center	Dismissed
96-CC-0250	Memorial Medical Center	Dismissed
96-CC-0251	Memorial Medical Center	Dismissed
96-CC-0252	Memorial Medical Center	Dismissed
96-CC-0253	Memorial Medical Center	Dismissed
96-CC-0254	Memorial Medical Center	Dismissed
96-CC-0255	Memorial Medical Center	Dismissed
96-CC-0298	Iniguez, Mary	Dismissed
96-CC-0436	Madden, Thomas M., Co; an Illinois Corp.	Dismissed
96-CC-0442	Smith, Johnny	Reconsidered Dismissal
96-CC-0448	Payne, Clyde	Denied
96-CC-0480	Community College Dist. 508, Board of Trustees of	Dismissed
96-CC-0495	Grady, Michael E.	Dismissed
96-CC-0506	Evans, Nelson	Denied
96-CC-0515	Williams-Jackson, Delores	Dismissed
96-CC-0538	Rogers, Bennie	Denied
96-CC-0539	Adams, Gregory	Dismissed
96-CC-0545	Community Supportive Living Systems, Inc.	Dismissed
96-CC-0554	Champaign County Sheriff's Office	Dismissed
96-CC-0555	Family Service Agency of DeKalb County, Inc.	Dismissed
96-CC-0556	Family Service Agency of DeKalb County, Inc.	Dismissed
96-CC-0575	Profitt, Nola	Dismissed
96-CC-0576	Petani, Miro, M.D.S.C.	Dismissed
96-CC-0592	Metal Culverts, Inc.	Dismissed
96-CC-0631	Hughes, Chester	Denied
96-CC-0644	Tolstad, Eugene A.	Dismissed
96-CC-0650	Mahr, Michelle L.	Denied
96-CC-0651	Mahr, Michelle L.	Denied
96-CC-0680	Gonzolez, David	Dismissed
96-CC-0695	McDonald, Sam	Denied

96-CC-0707	Irpino, David	Dismissed
96-CC-0737	Stevens, Ronald E.; Guardian of the Person and Estate of Bradley E. Stevens	Dismissed
96-CC-0753	Edosomwan, LaDonna	Dismissed
96-CC-0754	Edosomwan, LaDonna	Dismissed
96-CC-0755	Edosomwan, LaDonna	Dismissed
96-CC-0756	Edosomwan, LaDonna	Dismissed
96-CC-0757	Edosomwan, LaDonna	Dismissed
96-CC-0758	Edosomwan, LaDonna	Dismissed
96-CC-0759	Edosomwan, LaDonna	Dismissed
96-CC-0760	Edosomwan, LaDonna	Dismissed
96-CC-0770	Team Medical & Rehabilitation f/k/a DME Shoppe	Dismissed
96-CC-0784	Northwest Airlines, Inc.	Denied
96-CC-0785	Northwest Airlines, Inc.	Dismissed
96-CC-0786	Northwest Airlines, Inc.	Dismissed
96-CC-0787	Northwest Airlines, Inc.	Dismissed
96-CC-0788	Northwest Airlines, Inc.	Dismissed
96-CC-0789	Northwest Airlines, Inc.	Dismissed
96-CC-0790	Northwest Airlines, Inc.	Dismissed
96-CC-0791	Northwest Airlines, Inc.	Dismissed
96-CC-0792	Northwest Airlines, Inc.	Dismissed
96-CC-0793	Northwest Airlines, Inc.	Dismissed
96-CC-0794	Northwest Airlines, Inc.	Dismissed
96-CC-0795	Northwest Airlines, Inc.	Dismissed
96-CC-0815	Simmons, Jemal	Dismissed
96-CC-0898	Christiansen, Mark L.	Denied
96-CC-0941	O'Herron, Ray, Co.	Denied
96-CC-0973	Gay, Holcy	Dismissed
96-CC-1001	Bennett, Roosevelt a/k/a Ronald Woods	Dismissed
96-CC-1062	Olson, Barbara, Center of Hope	Denied
96-CC-1073	Eschenbrenner, Robert A.	Dismissed
96-CC-1190	Wadlington Reporting Service	Dismissed
96-CC-1203	Cummings, Mary E.	Dismissed
96-CC-1219	Opsahl, Goldie	Dismissed
96-CC-1220	Opsahl, Goldie	Dismissed
96-CC-1228	Beal, Joe W., Jr.	Dismissed
96-CC-1247	Rials, Paulette	Dismissed
96-CC-1252	Dominick's Finer Foods, Inc.	Dismissed
96-CC-1257	Allen, Earl	Denied
96-CC-1451	Killian, Terry M., M.D.	Denied
96-CC-1453	Killian, Terry M., M.D.	Denied

96-CC-1577	Xerox Corp.	Dismissed
96-CC-1589	Tackett, Donald	Dismissed
96-CC-1606	Seider, James B.	Denied
96-CC-1653	Creditors Discount & Audit Co.; Agent for Carson Pirie Scott & Bergners	Dismissed
96-CC-1682	McGuire's Reporting	Dismissed
96-CC-1683	McGuire's Reporting	Dismissed
96-CC-1684	McGuire's Reporting	Dismissed
96-CC-1696	Illinois, University of, at Chicago	Dismissed
96-CC-1698	Illinois, University of, at Chicago	Dismissed
96-CC-1731	Gimelfarb, Ruvim & Ludmila	Dismissed
96-CC-1767	Fort Pitt Assoc.	Dismissed
96-CC-1768	Fort Pitt Assoc.	Dismissed
96-CC-1792	Raymond, Adolph P.	Dismissed
96-CC-1865	Riley, Orlando P.	Reconsidered Denial
96-CC-1941	St. Therese Radiology	Dismissed
96-CC-1942	St. Therese Radiology	Dismissed
96-CC-1943	St. Therese Radiology	Dismissed
96-CC-1944	St. Therese Radiology	Dismissed
96-CC-1945	St. Therese Radiology	Dismissed
96-CC-1968	Dament, Patricia A.	Dismissed
96-CC-1994	Williams, James Earl	Dismissed
96-CC-2054	Tharaldson Enterprises	Dismissed
96-CC-2135	Inphoto	Dismissed
96-CC-2161	Adam, Kevin	Dismissed
96-CC-2191	De La Cruz, Carol	Dismissed
96-CC-2200	Barnes, Darryl	Dismissed
96-CC-2231	Project Clean, Tishmand Speyer Properties, Inc.	Dismissed
96-CC-2246	Sullivan, Rhonda	Dismissed
96-CC-2295	McDonald, Willie Earl	Dismissed
96-CC-2316	O'Boyle, Patrick	Dismissed
96-CC-2325	Hartgrove Hospital	Dismissed
96-CC-2369	Griffin, Joyce; Indiv. & as Mother and Next Friend of Verna Griffin	Dismissed
96-CC-2388	Caring Concepts	Denied
96-CC-2415	Ingle, Linda	Denied
96-CC-2454	North Park College	Dismissed
96-CC-2467	North Park College	Dismissed
96-CC-2472	North Park College	Dismissed
96-CC-2475	North Park College	Dismissed
96-CC-2478	North Park College	Dismissed

96-CC-2506	Bruce, Debbie S.	Dismissed
96-CC-2623	Perez, Julio E., M.D.	Dismissed
96-CC-2672	Loyola University of Chicago	Dismissed
96-CC-2696	American Home Health Corp.	Dismissed
96-CC-2702	Barnes, Edith	Dismissed
96-CC-2775	Hurdle, Reginald	Dismissed
96-CC-2791	Rogers, Bennie	Dismissed
96-CC-2794	Himrich's Snyder Drugs	Denied
96-CC-2808	Vinson, James	Denied
96-CC-2825	Williams, James Earl	Reconsidered Dismissal
96-CC-2846	Staff Builders	Denied
96-CC-2909	Sedakis, Elaine	Dismissed
96-CC-2960	Kankakee Community College	Dismissed
96-CC-2964	St. Mary's Hospital	Dismissed
96-CC-3009	IBM Corp.	Dismissed
96-CC-3012	IBM Corp.	Dismissed
96-CC-3019	IBM Corp.	Dismissed
96-CC-3037	Hozian, Heather A.	Denied
96-CC-3060	Kankakee Valley Anesthesia Associates, Ltd.	Dismissed
96-CC-3073	Pediatric Services of America	Dismissed
96-CC-3080	Rempert, Donald H. & Nancy J.	Dismissed
96-CC-3096	Dell Healthcare, Inc.	Dismissed
96-CC-3107	Northwest Institute for Contemporary Learning	Dismissed
96-CC-3109	Northwest Institute for Contemporary Learning	Dismissed
96-CC-3110	Northwest Institute for Contemporary Learning	Dismissed
96-CC-3117	Northwest Institute for Contemporary Learning	Dismissed
96-CC-3118	Northwest Institute for Contemporary Learning	Dismissed
96-CC-3119	Northwest Institute for Contemporary Learning	Dismissed
96-CC-3120	Northwest Institute for Contemporary Learning	Dismissed
96-CC-3236	Oster, Gary A.	Dismissed
96-CC-3241	St. Mary's Hospital	Dismissed
96-CC-3242	St. Mary's Hospital	Dismissed
96-CC-3243	St. Mary's Hospital	Dismissed
96-CC-3245	St. Mary's Hospital	Dismissed
96-CC-3246	St. Mary's Hospital	Dismissed
96-CC-3272	Team Medical & Rehabilitation	Dismissed
96-CC-3277	F-M Reporting Services, Ltd.	Dismissed
96-CC-3337	DePaul University	Dismissed
96-CC-3341	American Psychiatric Press, Inc.	Dismissed
96-CC-3353	Bismarck Hotel	Dismissed
96-CC-3355	Pierce, Calvin	Dismissed
96-CC-3360	Comprehensive Therapeutics, Ltd.	Dismissed

96-CC-3389	Search Developmental Center	Dismissed
96-CC-3444	Good Samaritan Regional Health Center	Denied
96-CC-3465	Dockery, Cedric	Denied
96-CC-3472	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3473	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3474	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3479	Gant, Willie, Sr.	Dismissed
96-CC-3520	Herrera, Julia A.	Denied
96-CC-3588	Boatright, Craig L.	Dismissed
96-CC-3596	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3597	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3598	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3599	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3600	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3601	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3602	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3603	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3604	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3605	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3606	Catholic Charities of Archdiocese of Chicago	Dismissed
96-CC-3630	Thomas, Ora	Dismissed
96-CC-3686	Unisource—Formerly Decatur Paper	Dismissed
96-CC-3687	Unisource—Formerly Decatur Paper	Dismissed
96-CC-3688	Unisource—Formerly Decatur Paper	Dismissed
96-CC-3696	Handy, John	Denied
96-CC-3726	DiPaolo Co.	Dismissed
96-CC-3732	Help at Home, Inc.	Dismissed
96-CC-3733	Help at Home, Inc.	Dismissed
96-CC-3735	Help at Home, Inc.	Dismissed
96-CC-3737	Help at Home, Inc.	Dismissed
96-CC-3738	Help at Home, Inc.	Dismissed
96-CC-3743	Cabrera, Luis	Dismissed
96-CC-3745	Help at Home, Inc.	Dismissed
96-CC-3746	Help at Home, Inc.	Dismissed
96-CC-3747	Help at Home, Inc.	Dismissed
96-CC-3748	Help at Home, Inc.	Dismissed
96-CC-3796	Rollins, Andre	Dismissed
96-CC-3820	Illinois, University of, Board of Trustees	Dismissed
96-CC-3832	Taylor, Andrew	Dismissed
96-CC-3876	Burke, Jeffrey	Denied
96-CC-3906	Associated Anesthesiologists of Joliet, S.C.	Dismissed
96-CC-3907	Marus Cardiology	Dismissed

96-CC-3908	Marus Cardiology	Dismissed
96-CC-3921	First State Insurance Co.	Dismissed
96-CC-3951	Doll, David	Denied
96-CC-3956	Benchmark Behavioral Health Systems	Dismissed
96-CC-3957	Benchmark Behavioral Health Systems	Dismissed
96-CC-3961	Jemison, Patrick	Dismissed
96-CC-3979	Community College Dist. 508, Board of Trustees of	Dismissed
96-CC-3982	Community College Dist. 508, Board of Trustees of	Dismissed
96-CC-3984	Community College Dist. 508, Board of Trustees of	Dismissed
96-CC-4006	Community College Dist. 508, Board of Trustees of	Dismissed
96-CC-4011	Community College Dist. 508, Board of Trustees of	Dismissed
96-CC-4019	Purches, Algea	Dismissed
96-CC-4047	Northwest Airlines, Inc.	Denied
96-CC-4080	Maltimore, Kay	Dismissed
96-CC-4093	Perez, Edgar	Dismissed
96-CC-4096	Powell, Harold	Dismissed
96-CC-4099	Palumbo Brothers, Inc.	Dismissed
96-CC-4109	Consolidated Medical Transport, Inc.	Dismissed
96-CC-4113	Ross, Aaron C.	Dismissed
96-CC-4130	Sims, Michael	Denied
96-CC-4134	Woods, Ladonna S.	Dismissed
96-CC-4153	McGreal, Mary	Dismissed
96-CC-4156	Cousins, Mary H.	Dismissed
96-CC-4159	United Airlines, Inc.	Dismissed
96-CC-4202	Whirl, Shawn	Dismissed
96-CC-4205	Cardinal Glennon Hospital	Dismissed
96-CC-4221	McHenry County College	Dismissed
96-CC-4230	Northwest Airlines, Inc.	Denied
96-CC-4239	Osher, Shirley	Dismissed
96-CC-4245	Fischer, Richard J.	Dismissed
96-CC-4271	Moody, Keith	Denied
96-CC-4272	Carter, Paul	Reconsidered Denial
96-CC-4283	Taylor, Johnny R.	Dismissed
96-CC-4298	Arc Disposal Co.	Dismissed
96-CC-4305	Goodman, Larry	Reconsidered Denial
96-CC-4370	Medrano, Humberto	Dismissed
96-CC-4411	Chicago Hearing Society	Dismissed

96-CC-4427	Illinois, University of, at Chicago	Dismissed
96-CC-4449	Nobles, Donald Eugene	Dismissed
96-CC-4451	CPC Streamwood Hospital	Reconsidered Denial
96-CC-4452	CPC Streamwood Hospital	Reconsidered Denial
96-CC-4453	CPC Streamwood Hospital	Reconsidered Denial
97-CC-0023	Zitt, Daniel; Admr. of the Estate of Eleanor J. Zitt, a Disabled Person	Dismissed
97-CC-0034	Lindsey, Leonard	Denied
97-CC-0045	Durkee, Patrick	Denied
97-CC-0050	Graue Chevrolet-Buick-Geo, Inc.	Dismissed
97-CC-0054	Mason, Ruth	Dismissed
97-CC-0060	Sanders, Michael	Dismissed
97-CC-0069	Deese, Wallace	Denied
97-CC-0124	Teachers' Retirement System	Dismissed
97-CC-0125	Human Service Center	Dismissed
97-CC-0129	Correctional Industries of Illinois	Denied
97-CC-0130	Correctional Industries of Illinois	Denied
97-CC-0131	Correctional Industries of Illinois	Denied
97-CC-0132	Correctional Industries of Illinois	Denied
97-CC-0133	Correctional Industries of Illinois	Denied
97-CC-0134	Correctional Industries of Illinois	Denied
97-CC-0135	Correctional Industries of Illinois	Denied
97-CC-0136	Correctional Industries of Illinois	Denied
97-CC-0137	Correctional Industries of Illinois	Denied
97-CC-0138	Correctional Industries of Illinois	Denied
97-CC-0139	Correctional Industries of Illinois	Denied
97-CC-0140	Correctional Industries of Illinois	Denied
97-CC-0141	Correctional Industries of Illinois	Denied
97-CC-0142	Correctional Industries of Illinois	Denied
97-CC-0143	Correctional Industries of Illinois	Denied
97-CC-0144	Correctional Industries of Illinois	Denied
97-CC-0148	McKinley, Ada S., Community Services, Inc.	Dismissed
97-CC-0164	Jessen, Thomas A.	Dismissed
97-CC-0173	Sowewimo, Abioqun S.	Dismissed
97-CC-0179	Hawkins, Joyce	Dismissed
97-CC-0192	Governors State University, Board of Trustees	Dismissed
97-CC-0197	Wilson, William	Dismissed
97-CC-0208	Haralampus, Peter C.	Dismissed
97-CC-0227	Hyche, Aaron	Reconsidered Dismissal
97-CC-0246	Stennis, Keith	Reconsidered Denial
97-CC-0251	Clinical Psychology Affiliates	Dismissed

97-CC-0266	Sheridan, Denise	Dismissed
97-CC-0280	Lifeline Ambulance Service #250680	Dismissed
97-CC-0281	Simmons Ambulance Co.	Dismissed
97-CC-0282	Lifeline Ambulance Service #252150	Dismissed
97-CC-0285	Hansen, Amanda Rapp; as Admrx. of the Estate of Gale R. Rapp	Dismissed
97-CC-0287	Townsend, Ricardo	Dismissed
97-CC-0345	Miranda, Brent	Dismissed
97-CC-0347	Graham, Anthony	Dismissed
97-CC-0355	CCH, Inc.	Dismissed
97-CC-0394	Wainwright, Antoine & Moten, Darryl & Lacy, Walter & Singleton, Willie	Dismissed
97-CC-0395	Calumet Anesthesiologists of Hammond	Dismissed
97-CC-0396	Hammond Radiologists	Dismissed
97-CC-0398	Chicago State University	Dismissed
97-CC-0469	Alexander, Andre Lamont	Dismissed
97-CC-0483	Howard, David	Dismissed
97-CC-0487	Eagle Creek Llama Ranch	Denied
97-CC-0489	Plonka Terrace	Dismissed
97-CC-0490	St. Mary's Square	Dismissed
97-CC-0491	Paloian, Gus G., Reporting Service	Dismissed
97-CC-0514	Illinois, University of, at Chicago	Dismissed
97-CC-0516	Rown, Marion; Indiv. & as Mother and Next Friend of Marion, Shane, Stazia & Alyssia Haywood	Dismissed
97-CC-0521	Daugherty, Patty	Dismissed
97-CC-0554	Barnes, Michael	Dismissed
97-CC-0566	Mayo, Glenn	Dismissed
97-CC-0567	Lewis, Bernadette	Denied
97-CC-0620	Psychodiagnostics, Ltd.	Dismissed
97-CC-0626	Pan Associates, LP	Denied
97-CC-0629	Foster, Napoleon	Dismissed
97-CC-0637	Smith, Glenn	Dismissed
97-CC-0641	Grayville, City of, Ambulance Service	Dismissed
97-CC-0646	Seaquest Limited Partnership	Denied
97-CC-0683	Levy, Enrico	Reconsidered Denial
97-CC-0723	Kutty, Ahamed V. P., M.D.	Dismissed
97-CC-0734	Simon, Julius	Denied
97-CC-0798	Qasem, Hisham	Dismissed
97-CC-0799	McCord, Karl G.	Dismissed
97-CC-0835	Community College Dist. 508, Board of Trustees of	Dismissed

97-CC-0862	KCCDD	Denied
97-CC-0873	Community College Dist. 508, Board of Trustees of	Dismissed
97-CC-0994	Virgilio, Angela	Dismissed
97-CC-1106	Hankins, Mark A.	Dismissed
97-CC-1134	Illinois, University of, at Chicago	Dismissed
97-CC-1135	Illinois, University of, at Chicago	Dismissed
97-CC-1181	Mt. Morris Fire Protection Dist	Dismissed
97-CC-1191	Cox, Gladys & Whitaker, Sandra & Irons, Marie & Bowen, Linda & Douglas, Bara & Brandon, Anita & Westfall-King, Latia & Jones, Gerald	Dismissed
97-CC-1194	Porter, Christopher R.	Denied
97-CC-1209	Goring, Steve A.	Dismissed
97-CC-1307	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1308	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1312	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1313	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1314	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1315	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1317	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1318	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1346	American Medical Response of Illinois, Inc.	Dismissed
97-CC-1363	Judicial Inquiry Board of Illinois on behalf of Estate of Ray Breen	Dismissed
97-CC-1366	Metro Rehabilitation Services, Inc.	Dismissed
97-CC-1545	Williams, James Earl	Denied
97-CC-1571	Tyson, Richard	Dismissed
97-CC-1583	Williams, James Earl	Dismissed
97-CC-1613	Foli, Kathleen M.	Reconsidered Dismissal
97-CC-1626	Buckman, Barbara	Dismissed
97-CC-1631	Moraine Valley Community College	Dismissed
97-CC-1632	Moraine Valley Community College	Dismissed
97-CC-1643	Moraine Valley Community College	Dismissed
97-CC-1662	Adams, Gregory	Denied
97-CC-1675	Fulton County Emergency Medical Assn.	Dismissed
97-CC-1723	Magnuson, Tami J.	Denied
97-CC-1738	Associated Psychiatrists	Dismissed
97-CC-1768	Morales, Rosalinda a/k/a Rosalinda Hernandez	Denied
97-CC-1773	Henricksen & Co.	Dismissed
97-CC-1789	Longmire, Ralphael O.	Dismissed
97-CC-1859	Sephus, Loretta	Dismissed

97-CC-1907	Adoption Center of Northeastern Oklahoma, Inc.	Denied
97-CC-1951	Sanderson, Brian T. & Cindy	Dismissed
97-CC-1955	Davenport, Michael	Dismissed
97-CC-1959	Motorola, Inc.	Dismissed
97-CC-1971	Motorola, Inc.	Dismissed
97-CC-2015	Bucaro, Philip J.	Dismissed
97-CC-2020	Wilson, Charles H.	Dismissed
97-CC-2065	Robinson, Willie	Denied
97-CC-2066	Jones, Kenneth	Dismissed
97-CC-2085	Bourland, Alan	Dismissed
97-CC-2087	Association House of Chicago	Denied
97-CC-2092	Mental Health–Petty Cash Fund; Department of	Dismissed
97-CC-2184	Benjamin, Eugene	Dismissed
97-CC-2192	State Farm Mutual Insurance Co. a/s/o Jeffrey Karbin	Dismissed
97-CC-2228	Federal Supply Co.	Dismissed
97-CC-2234	Marathon Oil Co.	Dismissed
97-CC-2278	Miller, Robert	Dismissed
97-CC-2365	Sullivan, Ardessa	Denied
97-CC-2384	Lucien, Rudolph	Denied
97-CC-2414	Gill, Bonnie L.	Denied
97-CC-2476	Muhammad, Shabazz	Reconsidered Denial
97-CC-2527	Cline, Patricia A.	Dismissed
97-CC-2550	Williams, Keith	Denied
97-CC-2574	Addison, Shelonda D.	Reconsidered Dismissal
97-CC-2606	Ramirez, Gloria; Mother and Next Friend of Arica De La Pena, minor	Dismissed
97-CC-2625	Illinois Correctional Industries	Denied
97-CC-2630	St. Mary's Hospital	Dismissed
97-CC-2636	Illinois Correctional Industries	Denied
97-CC-2691	Virco Manufacturing Corp.	Denied
97-CC-2747	Graham, Ray, Association	Dismissed
97-CC-2812	Benford, Andre B. & Chicago Housing Authority	Dismissed
97-CC-2830	Kinkaid Development Corp.	Dismissed
97-CC-2845	Lowry, Danny	Dismissed
97-CC-2853	Jefferson, Annie M.	Dismissed
97-CC-2855	Breese, City of, Ambulance Service	Dismissed
97-CC-2857	Banks, Annie	Dismissed
97-CC-2882	Goldberg, Leonard	Dismissed
97-CC-2906	Webster, Mark D., M.D.	Dismissed

97-CC-2907	Michalow, Alexander, M.D.	Dismissed
97-CC-2919	Omar, Bashir	Denied
97-CC-2920	Arizona Boys Ranch, Inc. & ABR Operations Inc. & Robert B. Thomas	Dismissed
97-CC-2974	Peskind, Steven N., & Associates	Dismissed
97-CC-2979	Davis, David	Denied
97-CC-2994	Hope, Dorothy	Dismissed
97-CC-3009	Joint Commission on Accreditation of Healthcare Organizations	Dismissed
97-CC-3011	De Lap, Robyn	Denied
97-CC-3019	Familycare of Illinois	Dismissed
97-CC-3037	Jeffries, Qualitian	Dismissed
97-CC-3067	Wal-Mart #01-0237	Denied
97-CC-3117	Graham, Ray, Association	Dismissed
97-CC-3172	Cruz, Bartolo	Dismissed
97-CC-3175	Neurology Assoc., Ltd.	Dismissed
97-CC-3177	Exceptional Developmental Institute, Inc.	Dismissed
97-CC-3187	State Farm Insurance Co.	Dismissed
97-CC-3201	PSI Services, Inc.	Denied
97-CC-3203	Chicago Youth Centers	Dismissed
97-CC-3207	Kutty, Ahamed V. P., M.D., F.C.C.P.	Dismissed
97-CC-3243	Bolden, Orlandis	Denied
97-CC-3309	Morrow, Terry A.	Dismissed
97-CC-3330	Graham, Ray, Association	Dismissed
97-CC-3335	Corrington, Linda A.	Dismissed
97-CC-3356	Wal-Mart Store 01-1740	Denied
97-CC-3385	Stewart, Lavertis	Reconsidered Denial
97-CC-3389	Ingalls Memorial Hospital	Dismissed
97-CC-3417	Smith, Linda	Dismissed
97-CC-3422	Hayes, Dale A.	Reconsidered Dismissal
97-CC-3461	Community College Dist. 508, Board of Trustees of	Dismissed
97-CC-3465	Community College Dist. 508, Board of Trustees of	Dismissed
97-CC-3466	Community College Dist. 508, Board of Trustees of	Dismissed
97-CC-3479	Newcomb, Richard S., Dr.	Denied
97-CC-3480	Newcomb, Richard S., Dr.	Denied
97-CC-3481	Newcomb, Richard S., Dr.	Denied
97-CC-3490	Lehn, Donald	Reconsidered Denial
97-CC-3559	Saunders-El, Omar E.	Denied
97-CC-3574	Leichenko, George P. & Gladys M.	Dismissed

97-CC-3603	Marathon Oil Co.	Dismissed
97-CC-3650	Kerr, R. C., & Associates	Dismissed
97-CC-3653	Kerr, R. C., & Associates	Dismissed
97-CC-3654	Kerr, R. C., & Associates	Dismissed
97-CC-3655	Kerr, R. C., & Associates	Dismissed
97-CC-3656	Kerr, R. C., & Associates	Dismissed
97-CC-3661	Kerr, R. C., & Associates	Dismissed
97-CC-3663	Kerr, R. C., & Associates	Dismissed
97-CC-3666	Kerr, R. C., & Associates	Dismissed
97-CC-3667	Kerr, R. C., & Associates	Dismissed
97-CC-3668	Kerr, R. C., & Associates	Dismissed
97-CC-3669	Kerr, R. C., & Associates	Dismissed
97-CC-3684	SIU Physicians & Surgeons	Dismissed
97-CC-3685	SIU Physicians & Surgeons	Denied
97-CC-3686	SIU Physicians & Surgeons	Dismissed
97-CC-3687	Swanson, Jan, D.O.	Denied
97-CC-3695	Pekin Insurance Co., an Illinois Corp. & Frank C. & Alice L. Pickett	Dismissed
97-CC-3711	Midland USA	Dismissed
97-CC-3719	Century Healthcare of Arizona, Inc. d/b/a Westbridge	Denied
97-CC-3742	Streamwood Hospital, Inc.	Dismissed
97-CC-3743	Streamwood Hospital, Inc.	Dismissed
97-CC-3745	Streamwood Hospital, Inc.	Dismissed
97-CC-3746	Streamwood Hospital, Inc.	Dismissed
97-CC-3747	Streamwood Hospital, Inc.	Dismissed
97-CC-3748	Streamwood Hospital, Inc.	Dismissed
97-CC-3749	Streamwood Hospital, Inc.	Dismissed
97-CC-3750	Streamwood Hospital, Inc.	Dismissed
97-CC-3751	Streamwood Hospital, Inc.	Dismissed
97-CC-3752	Streamwood Hospital, Inc.	Dismissed
97-CC-3753	Streamwood Hospital, Inc.	Dismissed
97-CC-3754	Streamwood Hospital, Inc.	Dismissed
97-CC-3755	Streamwood Hospital, Inc.	Dismissed
97-CC-3756	Streamwood Hospital, Inc.	Dismissed
97-CC-3757	Streamwood Hospital, Inc.	Dismissed
97-CC-3758	Streamwood Hospital, Inc.	Dismissed
97-CC-3764	O'Herron, Ray, Co.	Dismissed
97-CC-3765	O'Herron, Ray, Co.	Dismissed
97-CC-3766	O'Herron, Ray, Co.	Dismissed
97-CC-3767	O'Herron, Ray, Co.	Dismissed
97-CC-3792	Courtney, Karen	Dismissed

97-CC-3809	Baker, Annie L.	Denied
97-CC-3851	Delso, James	Dismissed
97-CC-3855	Gray, Robin L.	Dismissed
97-CC-3861	Peoria City/County Health Dept.	Reconsidered Dismissal
97-CC-3866	JTR Energy Systems, Inc.	Dismissed
97-CC-3868	JTR Energy Systems, Inc.	Dismissed
97-CC-3869	JTR Energy Systems, Inc.	Dismissed
97-CC-3870	JTR Energy Systems, Inc.	Dismissed
97-CC-3937	Walker, Norman & Simpson, Mildred	Dismissed
97-CC-3941	Brooks, Essie	Dismissed
97-CC-3981	Moore, Dempsey	Dismissed
97-CC-3986	Bell, Mary C.	Dismissed
97-CC-4011	SIU Physicians & Surgeons	Denied
97-CC-4014	Saunders, Nathaniel	Dismissed
97-CC-4017	Interventions	Dismissed
97-CC-4022	Interventions	Denied
97-CC-4027	Interventions	Dismissed
97-CC-4039	Interventions	Dismissed
97-CC-4040	Interventions	Dismissed
97-CC-4041	Interventions	Dismissed
97-CC-4042	Interventions	Dismissed
97-CC-4043	Interventions	Denied
97-CC-4044	Interventions	Denied
97-CC-4045	Interventions	Dismissed
97-CC-4046	Interventions	Denied
97-CC-4047	Interventions	Denied
97-CC-4048	Interventions	Dismissed
97-CC-4071	Community Care Systems, Inc.	Denied
97-CC-4073	Community Care Systems, Inc.	Denied
97-CC-4082	Community Care Systems, Inc.	Denied
97-CC-4086	Community Care Systems, Inc.	Denied
97-CC-4087	Community Care Systems, Inc.	Denied
97-CC-4089	Parrott, Stanley	Denied
97-CC-4103	McGibany, Darrell	Dismissed
97-CC-4121	Baldwin Reporting Services	Denied
97-CC-4122	Baldwin Reporting Services	Dismissed
97-CC-4126	Pursley, Patrick	Denied
97-CC-4127	Webb, Cedric	Dismissed
97-CC-4169	Phillips, Earnest Randall	Dismissed
97-CC-4182	Aunt Martha's Youth Service Center, Inc.	Dismissed
97-CC-4184	Chicago Hearing Society	Dismissed
97-CC-4193	International Children's Center, Inc.	Dismissed

97-CC-4194	International Children's Center, Inc.	Dismissed
97-CC-4195	Mayslak, Peter William	Dismissed
97-CC-4209	Moraine Valley Community College	Dismissed
97-CC-4210	Moraine Valley Community College	Dismissed
97-CC-4211	Moraine Valley Community College	Dismissed
97-CC-4213	Moraine Valley Community College	Dismissed
97-CC-4219	Graham, Ray, Association	Dismissed
97-CC-4301	Aunt Martha's Youth Service Center, Inc.	Dismissed
97-CC-4303	Aunt Martha's Youth Service Center, Inc.	Dismissed
97-CC-4305	Aunt Martha's Youth Service Center, Inc.	Dismissed
97-CC-4313	Oller, Joanne M.	Dismissed
97-CC-4319	Green, Tony	Dismissed
97-CC-4328	Alger, Barbara E.	Dismissed
97-CC-4338	Wirth, Kurtis E., Dr.	Denied
97-CC-4367	Tuscola Stone Co.	Dismissed
97-CC-4381	Drabing, Michael	Reconsidered Denial
97-CC-4382	Wilson, Jimmie	Dismissed
97-CC-4384	Illinois Consolidated Telephone Co.	Denied
97-CC-4400	Tolbert, Michael	Dismissed
97-CC-4413	Manning, Steven	Dismissed
97-CC-4427	Smith, John W.	Dismissed
98-CC-0036	J.D. & Associates	Dismissed
98-CC-0075	Turek, Debra L.; as Guardian and Next Friend of Pamela Tulley	Dismissed
98-CC-0089	Johnson, Cleo	Dismissed
98-CC-0114	Burns, Nicholas	Dismissed
98-CC-0123	Swedish American Hospital	Denied
98-CC-0272	Peter, George, Jr.	Dismissed
98-CC-0313	Mobil Oil Credit Corp.	Denied
98-CC-0353	Mobil Oil Credit Corp.	Denied
98-CC-0365	Russo, Martin	Dismissed
98-CC-0377	Oakton Community College	Dismissed
98-CC-0383	Blackman, Gary L., O.D.	Dismissed
98-CC-0421	Henderson, James	Dismissed
98-CC-0468	Williams, Jasper, M.D.	Dismissed
98-CC-0537	Interventions	Dismissed
98-CC-0539	Interventions	Dismissed
98-CC-0541	Interventions	Dismissed
98-CC-0542	Interventions	Dismissed
98-CC-0555	Community Workshop & Training Center, Inc.	Denied
98-CC-0558	Sellers, Ronnie	Denied
98-CC-0560	Crowe, Leon H.	Dismissed

98-CC-0563	Johnson, Omar	Dismissed
98-CC-0565	Hillner, Kimberly	Dismissed
98-CC-0593	Green, Terrance	Dismissed
98-CC-0597	Sokolowski, Christopher	Dismissed
98-CC-0618	Rogers, Jeffery R.	Reconsidered Dismissal
98-CC-0634	Biotech Laboratory	Denied
98-CC-0635	Slaughter, Taliaferro	Dismissed
98-CC-0664	Phillips, Catherine	Dismissed
98-CC-0665	Phillips, Catherine	Dismissed
98-CC-0668	Dent, Susan M.	Dismissed
98-CC-0671	Sparkman, Anthony	Dismissed
98-CC-0687	Earp, Stephen Eugene	Dismissed
98-CC-0689	Potpourri Furniture Liquidators	Dismissed
98-CC-0738	Matthews, Stephanie	Dismissed
98-CC-0744	Stewart, Fernando	Denied
98-CC-0787	Professional Consultations	Dismissed
98-CC-0813	Professional Consultations	Dismissed
98-CC-0878	Swedish American Hospital	Denied
98-CC-0929	Beverly, Carl	Dismissed
98-CC-0971	Munjal, Krishan	Dismissed
98-CC-1010	Rogers, Jeffery R.	Reconsidered Dismissal
98-CC-1018	Aunt Martha's Youth Service Center, Inc.	Dismissed
98-CC-1040	Ortega, Maria D.	Dismissed
98-CC-1047	Wexford Health Sources	Dismissed
98-CC-1048	DuPage, College of	Dismissed
98-CC-1059	Wiemann, John	Dismissed
98-CC-1077	Hillside Children's Center	Denied
98-CC-1106	Drummet, Sue E.	Dismissed
98-CC-1115	TASC, Inc.	Dismissed
98-CC-1347	Levy, Enrico	Dismissed
98-CC-1397	Davis, Tyrone	Dismissed
98-CC-1415	Sinnissippi Centers, Inc.	Denied
98-CC-1428	Matthews, Stephanie	Dismissed
98-CC-1429	Thomas, Deirdre L.	Dismissed
98-CC-1430	Logan, Alton L.	Dismissed
98-CC-1433	P.H.A.S.E., Inc.	Dismissed
98-CC-1477	Xerox Corp.	Denied
98-CC-1481	Xerox Corp.	Denied
98-CC-1494	Associates Capital Bank	Dismissed
98-CC-1512	Pointer, Jessie & Willie	Dismissed
98-CC-1531	PSI Services, Inc.	Denied
98-CC-1544	Xerox Corp.	Dismissed

98-CC-1547	Xerox Corp.	Dismissed
98-CC-1555	Xerox Corp.	Denied
98-CC-1557	Xerox Corp.	Dismissed
98-CC-1647	Associates Capital Bank	Dismissed
98-CC-1648	Associates Capital Bank	Dismissed
98-CC-1649	Associates Capital Bank	Dismissed
98-CC-1651	Associates Capital Bank	Dismissed
98-CC-1653	Associates Capital Bank	Dismissed
98-CC-1654	Associates Capital Bank	Dismissed
98-CC-1656	Associates Capital Bank	Dismissed
98-CC-1657	Associates Capital Bank	Dismissed
98-CC-1659	Associates Capital Bank	Dismissed
98-CC-1660	Associates Capital Bank	Dismissed
98-CC-1661	Associates Capital Bank	Dismissed
98-CC-1662	Associates Capital Bank	Dismissed
98-CC-1663	Associates Capital Bank	Dismissed
98-CC-1664	Associates Capital Bank	Dismissed
98-CC-1665	Associates Capital Bank	Dismissed
98-CC-1666	Associates Capital Bank	Dismissed
98-CC-1667	Associates Capital Bank	Dismissed
98-CC-1668	Associates Capital Bank	Dismissed
98-CC-1669	Associates Capital Bank	Dismissed
98-CC-1670	Associates Capital Bank	Dismissed
98-CC-1673	Gaston, Derek Lovell	Dismissed
98-CC-1695	Warrior, Coine	Dismissed
98-CC-1817	Victory Memorial Hospital	Dismissed
98-CC-1833	Clopton, David R.	Dismissed
98-CC-1834	Visiting Nurses Association of the Rockford Area	Denied
98-CC-1905	Asian Human Services, Inc.	Dismissed
98-CC-1919	Macon Resources, Inc.	Dismissed
98-CC-1942	Life Uniform Company of Illinois	Dismissed
98-CC-1943	Life Uniform Company of Illinois	Dismissed
98-CC-1944	Life Uniform Company of Illinois	Dismissed
98-CC-1945	Life Uniform Company of Illinois	Dismissed
98-CC-1956	Call for Help, Inc.	Denied
98-CC-1971	Macon Resources, Inc.	Denied
98-CC-2008	Stallworth, Bryan	Dismissed
98-CC-2025	Christian County Mental Health Association	Dismissed
98-CC-2063	Santiago, Melvin	Dismissed
98-CC-2129	Human Resources Center	Denied
98-CC-2135	Berwyn Cicero Council on Aging	Dismissed

98-CC-2159	Associates Capital Bank	Dismissed
98-CC-2161	Associates Capital Bank	Dismissed
98-CC-2164	Associates Capital Bank	Dismissed
98-CC-2179	Human Resources Center	Dismissed
98-CC-2235	CDS Office Technologies	Dismissed
98-CC-2236	CDS Office Technologies	Dismissed
98-CC-2237	CDS Office Technologies	Dismissed
98-CC-2257	Johnson, Carlos	Dismissed
98-CC-2258	Lucien, Rudolph	Reconsidered Denial
98-CC-2272	Smith, Catherine	Dismissed
98-CC-2286	Memorial Medical Center	Denied
98-CC-2287	Memorial Medical Center	Denied
98-CC-2289	Memorial Medical Center	Dismissed
98-CC-2309	Diggs, Robert	Denied
98-CC-2310	Godfrey, Geraldine M. & Ted L.	Dismissed
98-CC-2325	Enterprise Leasing Co. d/b/a Enterprise Rent-A-Car	Dismissed
98-CC-2353	Shepard's	Denied
98-CC-2375	Human Resources Center	Denied
98-CC-2386	Motorola, Inc.	Dismissed
98-CC-2398	Thornton, Rodger	Dismissed
98-CC-2399	Life Uniform Company of Illinois	Dismissed
98-CC-2400	Life Uniform Company of Illinois	Dismissed
98-CC-2401	Life Uniform Company of Illinois	Denied
98-CC-2402	Life Uniform Company of Illinois	Dismissed
98-CC-2403	Life Uniform Company of Illinois	Dismissed
98-CC-2404	Life Uniform Company of Illinois	Dismissed
98-CC-2405	Life Uniform Company of Illinois	Denied
98-CC-2406	Life Uniform Company of Illinois	Dismissed
98-CC-2407	Life Uniform Company of Illinois	Dismissed
98-CC-2408	Fisher Scientific Co. LLC	Dismissed
98-CC-2413	Motorola, Inc.	Dismissed
98-CC-2420	Motorola, Inc.	Dismissed
98-CC-2429	Wooding, Dolores	Dismissed
98-CC-2430	Williams, Joseph	Dismissed
98-CC-2439	Columbia Michael Reese Osteopathic Family Health Center	Dismissed
98-CC-2444	Garces, Gustavo	Dismissed
98-CC-2530	Lockett, Sheila	Dismissed
98-CC-2541	Beaumont, Will	Dismissed
98-CC-2562	Smith, Kenneth D.	Denied
98-CC-2584	Anders, Joy; Admrx. of the Estate of David Scott White, Dec'd	Dismissed

98-CC-2591	Bridgeway, Inc.	Dismissed
98-CC-2602	McLean County Center for Human Services	Dismissed
98-CC-2643	Partee, Ellis O.	Dismissed
98-CC-2650	Bridges, Rodney R.	Dismissed
98-CC-2743	Nicholson, Nicole N.	Dismissed
98-CC-2748	Familycare of Illlinois	Dismissed
98-CC-2756	Fayson, David	Dismissed
98-CC-2759	Shelby County Community Services	Dismissed
98-CC-2771	Alvarado, Maricele	Dismissed
98-CC-2826	Community Counseling Center of Northern Madison County	Dismissed
98-CC-2828	State Farm Insurance Co. a/s/o Francisco Prieto	Dismissed
98-CC-2832	DuPage County Health Dept.	Dismissed
98-CC-2845	Hadnot, Daniel	Denied
98-CC-2847	Crenshaw, Bernard	Dismissed
98-CC-2942	Northeastern Illinois University	Dismissed
98-CC-3012	Carlson, Bruce	Dismissed
98-CC-3050	American Rail Heritage, Ltd. d/b/a Crab Orchard & Egyptian Railroad	Dismissed
98-CC-3068	Beacon Therapeutic Diagnostic & Treatment Center	Dismissed
98-CC-3082	Danville Comfort Inn	Dismissed
98-CC-3093	Lakeside Community Committee	Dismissed
98-CC-3096	Family Community Service/UIC Board of Trustees	Dismissed
98-CC-3117	Associates Capital Bank	Dismissed
98-CC-3128	Addams, Jane, Inc.	Dismissed
98-CC-3146	Nash, Alprentiss L.	Dismissed
98-CC-3166	Iroquois Mental Health Center	Dismissed
98-CC-3177	Evans, Stacy Renee	Dismissed
98-CC-3318	Murata, Alice	Dismissed
98-CC-3320	Byers, Marvin L., Jr.	Dismissed
98-CC-3345	Griffin, Darren	Reconsidered Denial
98-CC-3372	Baldwin, Victor L., Jr.	Dismissed
98-CC-3375	Advanced Testing & Treatment, Inc	Denied
98-CC-3419	Marathon Oil Co.	Dismissed
98-CC-3433	Ingram, Louis	Dismissed
98-CC-3437	Hoback-Houston, Phyllis S.	Denied
98-CC-3455	Hannah, Tyrone	Denied
98-CC-3521	Allen, Anthony	Dismissed
98-CC-3524	C.M.H.C.	Dismissed

98-CC-3533	Decatur Mental Health Center	Dismissed
98-CC-3578	Community Counseling Center of Northern Madison County	Dismissed
98-CC-3582	Adkins, Willie	Reconsidered Denial
98-CC-3599	Danka Office Imaging	Denied
98-CC-3619	Gray, Kenya	Dismissed
98-CC-3620	Englewood Community Health Organization	Dismissed
98-CC-3645	Brown, Carnell	Dismissed
98-CC-3653	Elliott, Leon	Dismissed
98-CC-3657	Robinson, Anthony	Reconsidered Denial
98-CC-3672	S.A.I.C.	Denied
98-CC-3702	Rodriguez, Dina	Dismissed
98-CC-3715	Houghton Mifflin Co.	Dismissed
98-CC-3739	Alexander Manufacturing Co.	Dismissed
98-CC-3753	Myles, Janet	Dismissed
98-CC-3754	Christie Clinic	Dismissed
98-CC-3756	Christie Clinic Association	Dismissed
98-CC-3768	Paloian, Gus G., Reporting Service	Dismissed
98-CC-3769	Paloian, Gus G., Reporting Service	Dismissed
98-CC-3778	Illinois, University of, Hospital	Dismissed
98-CC-3808	C.A.I.R.S.	Dismissed
98-CC-3825	Life Uniform Company of Illinois	Denied
98-CC-3827	Life Uniform Company of Illinois	Denied
98-CC-3828	Life Uniform Company of Illinois	Denied
98-CC-3829	Life Uniform Company of Illinois	Denied
98-CC-3831	Life Uniform Company of Illinois	Denied
98-CC-3844	Budget Rent A Car	Dismissed
98-CC-3856	Young, Michael	Dismissed
98-CC-3868	Harden, Anthony	Dismissed
98-CC-3886	Video Monitoring Services of America, LP	Denied
98-CC-3896	La Crosse, County of/Dept. of Human Services	Dismissed
98-CC-3900	Landmark Automotive Group	Denied
98-CC-3902	Wexford Health Sources	Reconsidered Denial
98-CC-3905	Wexford Health Sources	Denied
98-CC-3915	Pagnano, Thomas O.	Reconsidered Dismissal
98-CC-3919	Mobil Credit Finance Corp.	Dismissed
98-CC-3920	Mobil Credit Finance Corp.	Dismissed
98-CC-3964	Hall, Steven, M.D., Dr.	Dismissed
98-CC-3971	Nursefinders	Dismissed
98-CC-3977	Union 76	Dismissed
98-CC-3978	Catholic Charities of Springfield	Denied

98-CC-3979	Catholic Charities of Springfield	Denied
98-CC-3980	Catholic Charities of Springfield	Denied
98-CC-3981	Catholic Charities of Springfield	Denied
98-CC-3998	Patel, Jay R., D.D.S., P.C.	Dismissed
98-CC-4013	Doll, David	Dismissed
98-CC-4018	Illinois Correctional Industries	Denied
98-CC-4049	G. P. Transit	Dismissed
98-CC-4062	Lee, Lewis A., Sr.	Dismissed
98-CC-4098	Oak/Leyden Developmental Services	Dismissed
98-CC-4102	Christie Clinic Association	Denied
98-CC-4186	Professional Medical Business, Inc.	Dismissed
98-CC-4192	St. Mary's Hospital	Dismissed
98-CC-4212	Shell Oil Co.	Dismissed
98-CC-4220	Shell Oil Co.	Denied
98-CC-4223	Shell Oil Co.	Dismissed
98-CC-4225	Shell Oil Co.	Dismissed
98-CC-4276	Fisher Scientific	Denied
98-CC-4295	Barney, Anthony	Dismissed
98-CC-4297	Union 76	Dismissed
98-CC-4302	Denton, Robert Mark	Dismissed
98-CC-4306	Robertson, Marlon	Dismissed
98-CC-4319	Xerox Corp.	Denied
98-CC-4325	Addams, Jane, Inc.	Dismissed
98-CC-4331	Barnes, Richard	Reconsidered Dismissal
98-CC-4339	Anderson, Otha B.	Denied
98-CC-4344	Union 76	Dismissed
98-CC-4365	St. Coletta's of Illinois	Dismissed
98-CC-4366	St. Coletta's of Illinois	Dismissed
98-CC-4376	Macon Resources, Inc.	Denied
98-CC-4379	Williams, Janet S.	Dismissed
98-CC-4380	Memorial Medical Center	Dismissed
98-CC-4383	Sowewimo, Abiodun	Reconsidered Dismissal
98-CC-4391	Traver, Martha, Ph.D.	Dismissed
98-CC-4405	Fayco Enterprises, Inc.	Dismissed
98-CC-4407	Kreider Services, Inc.	Dismissed
98-CC-4416	Chicago Association for Retarded Citizens	Dismissed
98-CC-4419	Hudelson Baptist Children's Home	Dismissed
98-CC-4421	Mobil Credit Finance Corp.	Dismissed
98-CC-4423	Mobil Credit Finance Corp.	Dismissed
98-CC-4435	Henninger, Alvin	Dismissed
98-CC-4444	Gethers, Katherine J.	Dismissed
98-CC-4451	Bledsoe, Mona D.	Dismissed

98-CC-4482	Novell, Inc.	Dismissed
98-CC-4515	Children's World Learning Centers, Inc. d/b/a Meritor Academy	Dismissed
98-CC-4522	Residential Options	Dismissed
98-CC-4561	Credence-Therapy Associates	Dismissed
98-CC-4582	Routson, John	Dismissed
98-CC-4590	Logan, John A., College	Denied
98-CC-4603	Dictaphone Corp.	Dismissed
98-CC-4639	Union 76	Dismissed
98-CC-4642	Rayner, A. A., & Co., Ltd. a/k/a Rayner Funeral Home	Dismissed
98-CC-4651	Addams, Jane, Inc.	Dismissed
98-CC-4655	Allstate Insurance Co.	Dismissed
98-CC-4657	Kelly Assisted Living Services, Inc.	Dismissed
98-CC-4658	Kelly Assisted Living Services, Inc.	Dismissed
98-CC-4659	Kelly Assisted Living Services, Inc.	Dismissed
98-CC-4703	Williams, Luella	Dismissed
98-CC-4706	Carter, David W.	Dismissed
98-CC-4713	Marathon Oil Co.	Dismissed
98-CC-4720	Catholic Social Service of Peoria	Denied
98-CC-4732	Community Counseling Center of Northern Madison County	Dismissed
98-CC-4764	GTE North	Denied
98-CC-4767	Quality Healthcare	Dismissed
98-CC-4798	Provena St. Mary's Hospital	Dismissed
98-CC-4799	Provena St. Mary's Hospital	Dismissed
98-CC-4802	Provena St. Mary's Hospital	Dismissed
98-CC-4803	Provena St. Mary's Hospital	Dismissed
98-CC-4804	Provena St. Mary's Hospital	Dismissed
98-CC-4808	Provena St. Mary's Hospital	Dismissed
98-CC-4901	Provena St. Mary's Hospital	Dismissed
98-CC-4920	Western Illinois University	Dismissed
98-CC-4951	Malave, Ceferino, Jr.	Dismissed
98-CC-4962	Simpson, Gail	Dismissed
98-CC-4963	Van Hulzen, Andrea	Dismissed
98-CC-4966	Davis, Georgia, M.D.	Dismissed
98-CC-4986	South Suburban Council Women	Dismissed
98-CC-5000	Vaughan, Ruth B.; Indiv. & as Exec. of the Estate of Gary Vaughan, Dec'd, & as Mother and Next Friend of Alyssa, Chase & Blair Vaughan	Dismissed
98-CC-5024	Beazley, Stephanie	Dismissed

98-CC-5036	Asbury Child Care Center	Dismissed
98-CC-5038	Asbury Child Care Center	Dismissed
98-CC-5039	Asbury Child Care Center	Dismissed
98-CC-5047	Bridgeway, Inc.	Dismissed
98-CC-5051	State Farm Mutual Automobile Insurance Co. a/s/o Istvan Kerekes	Dismissed
98-CC-5052	State Farm Mutual Automobile Insurance Co. a/s/o Daniel R. Peers	Dismissed
98-CC-5063	Shell Oil Co.	Dismissed
98-CC-5064	Shell Oil Co.	Dismissed
98-CC-5065	Shell Oil Co.	Dismissed
98-CC-5082	Franklin-Williamson Human Services, Inc.	Dismissed
98-CC-5085	Tomas, Arturo, M.D.	Dismissed
98-CC-5100	Shell Oil Co.	Dismissed
98-CC-5101	Shell Oil Co.	Dismissed
98-CC-5104	Shell Oil Co.	Dismissed
98-CC-5107	Ferguson, Bernard	Dismissed
98-CC-5137	Federal Insurance Co. a/s/o Sunward Trucking	Dismissed
98-CC-5139	Clock Tower Resort	Denied
98-CC-5146	YMCA of Metropolitan Chicago	Dismissed
98-CC-5158	Terry Town Nursery School, Inc.	Dismissed
98-CC-5159	Terry Town Nursery School, Inc.	Dismissed
98-CC-5161	Terry Town Nursery School, Inc.	Dismissed
98-CC-5163	Terry Town Nursery School, Inc.	Dismissed
98-CC-5164	Terry Town Nursery School, Inc.	Dismissed
98-CC-5189	Miller, Sharon Elaine	Dismissed
98-CC-5196	3233 K-Mart	Dismissed
98-CC-5198	3233 K-Mart	Dismissed
98-CC-5199	Bridgeway, Inc.	Dismissed
98-CC-5225	Taylor, Linda C.	Dismissed
98-CC-5226	Mobil Credit Finance Corp.	Dismissed
98-CC-5236	Gregory, Tracey	Dismissed
98-CC-5238	Kernes, Daniel	Dismissed
98-CC-5239	Suid, Zainab	Dismissed
98-CC-5244	Western States Insurance Co. a/s/o Anthony J. Starcevic	Dismissed
98-CC-5259	Armstrong, Michael	Dismissed
98-CC-5265	Computerland	Dismissed
98-CC-5273	Ikon Office Solutions	Dismissed
99-CC-0009	Pagnano, Thomas	Dismissed
99-CC-0034	Chicago Department of Public Health	Dismissed
99-CC-0040	Steele, Cornell	Denied

99-CC-0055	Berry, Sallie M.	Reconsidered Dismissal
99-CC-0077	Concepts Plus	Dismissed
99-CC-0094	Swedish American Hospital	Denied
99-CC-0095	Swedish American Hospital	Denied
99-CC-0100	Fisher Scientific Co. LLC	Dismissed
99-CC-0104	Fisher Scientific Co. LLC	Dismissed
99-CC-0124	Memorial Medical Center	Denied
99-CC-0125	Memorial Medical Center	Denied
99-CC-0137	Pioneer Concepts	Dismissed
99-CC-0139	Coleman, Dwaine	Dismissed
99-CC-0145	Clark, Donna V.	Dismissed
99-CC-0148	Wilson, Beverly	Dismissed
99-CC-0150	Fisher Scientific Co. LLC	Dismissed
99-CC-0152	Clinton Manor Living Center	Dismissed
99-CC-0171	State Farm Insurance Co. a/s/o Diane Whigham	Dismissed
99-CC-0177	St. Bernard Hospital & Healthcare Center	Dismissed
99-CC-0190	Milton, Katie	Dismissed
99-CC-0195	Columbia College	Dismissed
99-CC-0264	Champaign County Sheriff's Office	Denied
99-CC-0266	Ottinger, Marcella	Dismissed
99-CC-0267	Governors State University	Dismissed
99-CC-0275	Clarinda Academy	Denied
99-CC-0278	Clarinda Academy	Denied
99-CC-0293	Lake, David	Dismissed
99-CC-0295	DuPage County Dept. of Human Resources	Denied
99-CC-0304	Berry, Sallie M.	Dismissed
99-CC-0330	State Farm Mutual Insurance Co.	Dismissed
99-CC-0336	Matthews, Renaldo	Denied
99-CC-0353	Harre, Ronald	Dismissed
99-CC-0355	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0356	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0357	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0358	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0359	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0360	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0361	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0362	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0363	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0364	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0365	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0366	Catholic Charities of Archdiocese of Chicago	Denied

99-CC-0367	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0368	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0369	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0370	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0371	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0372	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0373	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0374	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0375	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0376	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0377	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0378	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0379	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0380	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0381	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0382	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0383	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0384	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0385	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0386	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0387	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0388	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0389	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0390	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0391	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0392	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0393	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0394	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0395	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0396	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0397	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0398	Catholic Charities of Archdiocese of Chicago	Denied
99-CC-0402	Logan, Jimmy	Dismissed
99-CC-0405	Smith, David A.	Dismissed
99-CC-0413	Morris, Shawn	Dismissed
99-CC-0416	Fox, Linda	Dismissed
99-CC-0422	Decatur Memorial Hospital	Dismissed
99-CC-0428	Arrington, Regina	Dismissed
99-CC-0437	Creasey Printing Services	Denied
99-CC-0439	Lutheran Social Services of Illinois	Dismissed
99-CC-0471	Hampton Inn	Dismissed
99-CC-0478	Rosado, Mark	Dismissed

99-CC-0512	Drum, George T.	Denied
99-CC-0513	Aguirre, Jose & Vicky	Dismissed
99-CC-0524	Fearheiley, John R.	Dismissed
99-CC-0529	Lutheran Social Services of Illinois	Dismissed
99-CC-0552	Shell Oil Co.	Dismissed
99-CC-0553	Shell Oil Co.	Denied
99-CC-0559	Richardson, Robert	Dismissed
99-CC-0563	Baby Fold	Denied
99-CC-0574	Kerr, R. C., & Associates	Dismissed
99-CC-0593	Novell, Inc.	Denied
99-CC-0595	Novell, Inc.	Dismissed
99-CC-0598	Novell, Inc.	Dismissed
99-CC-0601	Novell, Inc.	Denied
99-CC-0605	Novell, Inc.	Denied
99-CC-0606	Novell, Inc.	Dismissed
99-CC-0621	Endres, Ruth	Dismissed
99-CC-0631	Lutheran Social Services of Illinois	Dismissed
99-CC-0644	Little Friends, Inc.	Dismissed
99-CC-0649	Fowler, Peter	Dismissed
99-CC-0669	Davis, Arthur	Dismissed
99-CC-0679	McClain Enterprises	Dismissed
99-CC-0692	Lutheran Child & Family Services of Illinois	Dismissed
99-CC-0719	Concepts Plus	Dismissed
99-CC-0758	Hacaga, Steven	Dismissed
99-CC-0864	Randolph County	Denied
99-CC-0884	Lutheran Social Services of Illinois	Dismissed
99-CC-0916	Kindercare Learning Center #0382	Dismissed
99-CC-0918	Kindercare Learning Center #1141	Dismissed
99-CC-0946	Shell Oil Co.	Dismissed
99-CC-0952	CGH Medical Center	Dismissed
99-CC-0989	Universal Memorial Center	Denied
99-CC-1001	Lutheran Social Services of Illinois	Dismissed
99-CC-1002	Lutheran Social Services of Illinois	Dismissed
99-CC-1030	Lutheran Child & Family Services of Illinois	Dismissed
99-CC-1123	Paulson Reporters, Ltd./Area Wide Reporting	Dismissed
99-CC-1126	Bhattacharya, Arun Kumar	Dismissed
99-CC-1145	VWR Scientific Products	Dismissed
99-CC-1163	VWR Scientific Products	Dismissed
99-CC-1164	VWR Scientific Products	Dismissed
99-CC-1165	VWR Scientific Products	Dismissed
99-CC-1201	Hope, Warren Z.	Dismissed
99-CC-1235	Southern Illinois University	Denied

99-CC-1243	Rimland Services for Autistic Citizens	Dismissed
99-CC-1255	Harvey, Jeffrey	Dismissed
99-CC-1257	Black, Richard	Reconsidered Dismissal
99-CC-1259	DuPage, College of	Dismissed
99-CC-1263	Williams, Althea	Dismissed
99-CC-1268	Midwest Visual Equipment Co.	Dismissed
99-CC-1288	Reed, Levola	Dismissed
99-CC-1301	Governors State University	Dismissed
99-CC-1303	Graves, Daniel	Dismissed
99-CC-1331	PSI of Illinois	Denied
99-CC-1333	Sleezer, Norman C., Youth Home	Dismissed
99-CC-1334	Computerland	Dismissed
99-CC-1351	Wal-Mart #0648	Denied
99-CC-1382	Beasley, Nadeja	Dismissed
99-CC-1389	Shell Oil Co.	Dismissed
99-CC-1391	Shell Oil Co.	Dismissed
99-CC-1392	Shell Oil Co.	Dismissed
99-CC-1393	Shell Oil Co.	Dismissed
99-CC-1394	Shell Oil Co.	Dismissed
99-CC-1395	Shell Oil Co.	Dismissed
99-CC-1396	Shell Oil Co.	Dismissed
99-CC-1397	Shell Oil Co.	Dismissed
99-CC-1398	Shell Oil Co.	Dismissed
99-CC-1421	Governors State University	Dismissed
99-CC-1476	Collins, Rozell	Dismissed
99-CC-1486	Production Press, Inc.	Dismissed
99-CC-1505	Schuyler County Health Dept.	Denied
99-CC-1557	Office Depot	Denied
99-CC-1558	Office Depot	Dismissed
99-CC-1570	Catellani, Constance	Dismissed
99-CC-1572	Catellani, Constance	Dismissed
99-CC-1574	Catellani, Constance	Dismissed
99-CC-1576	Catellani, Constance	Dismissed
99-CC-1612	Figueroa, Jorge L.	Dismissed
99-CC-1613	Central Bank, as Trustee of Trust No. 8-164	Dismissed
99-CC-1632	Tunnel-Neves Joint Venture	Dismissed
99-CC-1633	Thrall Distribution, Inc.	Denied
99-CC-1661	Milligan, Wayne	Dismissed
99-CC-1687	Magus, Geoffrey, LCSW	Denied
99-CC-1688	Ingram, Kevin	Denied
99-CC-1716	Fuller, Shawn	Dismissed
99-CC-1722	Barrett, Reginald V., Sr.	Dismissed

99-CC-1740	Western Illinois Managed Home Services	Reconsidered Dismissal
99-CC-1741	Western Illinois Managed Home Services	Reconsidered Dismissal
99-CC-1742	Western Illinois Managed Home Services	Reconsidered Dismissal
99-CC-1743	Western Illinois Managed Home Services	Reconsidered Dismissal
99-CC-1776	North Central Behavioral Health Systems	Dismissed
99-CC-1796	McDonnell Douglas Technical Service Co.	Reconsidered Denial
99-CC-1797	McDonnell Douglas Technical Service Co.	Reconsidered Denial
99-CC-1798	McDonnell Douglas Technical Service Co.	Reconsidered Denial
99-CC-1802	Lutheran Social Services of Illinois	Dismissed
99-CC-1805	Sleezer, Norman C., Youth Home	Dismissed
99-CC-1806	Sleezer, Norman C., Youth Home	Dismissed
99-CC-1807	Sleezer, Norman C., Youth Home	Dismissed
99-CC-1843	Robinson, Floyd	Dismissed
99-CC-1858	Lutheran Social Services of Illinois	Dismissed
99-CC-1872	Swedish American Hospital	Denied
99-CC-1923	Victory Memorial Hospital	Dismissed
99-CC-1927	Harper, William Rainey, College	Dismissed
99-CC-1929	Morrow, Paul S.	Dismissed
99-CC-1934	Sellers, Kevin	Dismissed
99-CC-1953	Gareda Diversified Business Services, Inc.	Dismissed
99-CC-2024	Harden, Virgil	Dismissed
99-CC-2031	Children's Place Association	Dismissed
99-CC-2058	Chamberlain, Ricky E.	Dismissed
99-CC-2104	Lutheran Social Services of Illinois	Dismissed
99-CC-2116	Catholic Charities of Archdiocese of Chicago	Dismissed
99-CC-2132	Clark, Eugene	Dismissed
99-CC-2153	Viking Office Products	Dismissed
99-CC-2164	Catholic Charities, Diocese of Rockford	Dismissed
99-CC-2166	Catholic Charities, Diocese of Rockford	Dismissed
99-CC-2167	Catholic Charities, Diocese of Rockford	Dismissed
99-CC-2168	Catholic Charities, Diocese of Rockford	Dismissed
99-CC-2169	Catholic Charities, Diocese of Rockford	Dismissed
99-CC-2171	Catholic Charities, Diocese of Rockford	Dismissed
99-CC-2176	Bloomington Offset Process, Inc.	Dismissed
99-CC-2193	Chicago State University	Dismissed

99-CC-2218	Donaho, Philip E.	Dismissed
99-CC-2224	Stafford, Ivonne M.	Dismissed
99-CC-2225	Lutheran Social Services of Illinois	Denied
99-CC-2234	Memorial Medical Center	Denied
99-CC-2235	Memorial Medical Center	Denied
99-CC-2236	Memorial Medical Center	Denied
99-CC-2237	Memorial Medical Center	Denied
99-CC-2238	Memorial Medical Center	Denied
99-CC-2239	Memorial Medical Center	Denied
99-CC-2246	CDS Office Technologies	Dismissed
99-CC-2250	Bradburn, Marvin	Dismissed
99-CC-2257	Kennedy, Gwendolyn; Admrx. of the Estate of Julian Kennedy, Dec'd	Dismissed
99-CC-2261	Daniel, Joseph	Dismissed
99-CC-2271	Colorfast Photo	Dismissed
99-CC-2278	Wiley Office Furniture	Denied
99-CC-2279	Wiley Office Furniture	Denied
99-CC-2283	Wiley Office Furniture	Dismissed
99-CC-2284	Wiley Office Equipment	Denied
99-CC-2285	Wiley Office Furniture	Denied
99-CC-2291	Ortiz, Daniel	Dismissed
99-CC-2306	Brown, Bobby	Denied
99-CC-2308	Spoon River College	Dismissed
99-CC-2322	Apria Healthcare	Denied
99-CC-2359	Biotech Laboratory	Dismissed
99-CC-2381	Haukoos, Gerry	Dismissed
99-CC-2383	N-Abler Services	Dismissed
99-CC-2391	Kelly Assisted Living Services, Inc.	Dismissed
99-CC-2392	Kelly Assisted Living Services, Inc.	Dismissed
99-CC-2394	Kelly Assisted Living Services, Inc.	Dismissed
99-CC-2396	Kelly Assisted Living Services, Inc.	Dismissed
99-CC-2420	Illinois, University of, Board of Trustees	Dismissed
99-CC-2436	United Parcel Service	Dismissed
99-CC-2443	Ikon Office Solutions	Dismissed
99-CC-2458	Atlantic Financial & Management Services, Inc.	Denied
99-CC-2491	O'Herron, Ray, Co.	Denied
99-CC-2492	O'Herron, Ray, Co.	Denied
99-CC-2495	Scott, Fred D., D.O.	Denied
99-CC-2509	Bridgeway, Inc.	Denied
99-CC-2511	Illinois, University of, Board of Trustees	Denied
99-CC-2513	Illinois, University of, Board of Trustees	Dismissed

99-CC-2537	Illinois, University of, Board of Trustees	Dismissed
99-CC-2542	Illinois, University of, Board of Trustees	Dismissed
99-CC-2543	Illinois, University of, Board of Trustees	Dismissed
99-CC-2563	Community College Dist. 508	Dismissed
99-CC-2585	Community College Dist. 508	Dismissed
99-CC-2623	Schneider, Ervin L. & Barbara	Dismissed
99-CC-2633	Horizon Career College	Denied
99-CC-2644	Jacksonville Area Assoc. Retarded Citizens	Dismissed
99-CC-2659	Worth Township Trustees of Schools	Dismissed
99-CC-2666	Richland Community College	Denied
99-CC-2716	National Center for State Courts	Denied
99-CC-2717	Marion Steel Co.	Dismissed
99-CC-2753	Glass Specialty Co.	Denied
99-CC-2765	Brac Credit Corp.	Dismissed
99-CC-2782	Cape Radiology Group	Dismissed
99-CC-2790	Associates in Psychiatry, MMCI	Dismissed
99-CC-2803	Sinnissippi Centers, Inc.	Denied
99-CC-2805	Thompson, Stanley A.	Dismissed
99-CC-2806	Randolph County Coroner	Dismissed
99-CC-2823	Health Evaluation Centers	Dismissed
99-CC-2844	Fisher Scientific Co. LLC	Dismissed
99-CC-2845	Fisher Scientific Co. LLC	Dismissed
99-CC-2846	Fisher Scientific Co. LLC	Dismissed
99-CC-2847	Fisher Scientific Co. LLC	Dismissed
99-CC-2848	Fisher Scientific Co. LLC	Dismissed
99-CC-2849	Fisher Scientific Co. LLC	Dismissed
99-CC-2850	Fisher Scientific Co. LLC	Dismissed
99-CC-2872	Mobil Credit Finance Corp.	Dismissed
99-CC-2890	Johnson, Grayland #9474038	Reconsidered Denial
99-CC-2895	Rios, Heriberto	Dismissed
99-CC-2924	Springfield Lodging, Inc. d/b/a Comfort Suites–Springfield	Dismissed
99-CC-2933	Hotze, Joe, Ford, Inc.	Dismissed
99-CC-2937	Provena St. Therese Medical Center	Dismissed
99-CC-2944	Dayton Township	Denied
99-CC-2945	Dayton Township	Dismissed
99-CC-2946	Dayton Township	Dismissed
99-CC-2947	Dayton Township	Dismissed
99-CC-2948	Dayton Township	Dismissed
99-CC-2955	Kelly Temporary Services	Dismissed
99-CC-3000	Jewish Children's Bureau of Chicago	Dismissed
99-CC-3008	Kinsloe, Samuel	Dismissed

99-CC-3025	Shields, David H.	Dismissed
99-CC-3041	Condell Day Center for Intergenerational Care	Dismissed
99-CC-3080	Associates Capital Bank	Dismissed
99-CC-3081	Associates Capital Bank	Dismissed
99-CC-3082	Associates Capital Bank	Dismissed
99-CC-3083	Associates Capital Bank	Dismissed
99-CC-3090	McKenzie, Yolanda R.	Dismissed
99-CC-3091	Lockheart, Janet	Dismissed
99-CC-3096	Logan, John A., College	Dismissed
99-CC-3111	SIU Physicians & Surgeons	Dismissed
99-CC-3129	Motorola, Inc.	Dismissed
99-CC-3133	SIU Physicians & Surgeons	Dismissed
99-CC-3137	SIU Physicians & Surgeons	Dismissed
99-CC-3152	Shell Oil Co.	Dismissed
99-CC-3165	Cordova, Esther	Dismissed
99-CC-3166	Cordova, Esther	Dismissed
99-CC-3175	Associates Capital Bank	Dismissed
99-CC-3188	Bacon, Robert L.	Dismissed
99-CC-3190	Ellis, Charles	Dismissed
99-CC-3191	Fisher Scientific Co. LLC	Dismissed
99-CC-3192	Fisher Scientific Co. LLC	Dismissed
99-CC-3193	Fisher Scientific Co. LLC	Dismissed
99-CC-3206	Woodson, Mary A.	Denied
99-CC-3230	Signature Inn	Dismissed
99-CC-3235	Touchette Regional Hospital	Denied
99-CC-3236	Chicago Hearing Society	Dismissed
99-CC-3237	Anixter, Lester & Rosalie, Center	Dismissed
99-CC-3271	Edwardsville Publishing	Dismissed
99-CC-3273	Johnson, Robert	Dismissed
99-CC-3278	Fisher Scientific Co. LLC	Dismissed
99-CC-3279	Fisher Scientific Co. LLC	Dismissed
99-CC-3293	Wood, John, Community College	Denied
99-CC-3294	Wood, John, Community College	Denied
99-CC-3295	Wood, John, Community College	Denied
99-CC-3313	CNA Insurance Co.	Dismissed
99-CC-3318	Surgery Corp., Department of	Dismissed
99-CC-3341	Small, Latshea	Dismissed
99-CC-3348	Goston, Clarence Edward	Dismissed
99-CC-3353	SIU Physicians & Surgeons	Dismissed
99-CC-3356	Iron County Community Hospital, Inc.	Dismissed
99-CC-3379	Midwest Physicians Group	Dismissed
99-CC-3380	De Medero-Ramos, Rita	Dismissed

99-CC-3381	De Medero-Ramos, Rita	Dismissed
99-CC-3408	Lee, Flynt Jules	Denied
99-CC-3473	Catholic Charities of Springfield	Denied
99-CC-3478	Allendale Association	Dismissed
99-CC-3486	Novell, Inc.	Dismissed
99-CC-3487	Novell, Inc.	Dismissed
99-CC-3488	Novell, Inc.	Dismissed
99-CC-3489	Novell, Inc.	Dismissed
99-CC-3490	Novell, Inc.	Dismissed
99-CC-3491	Novell, Inc.	Dismissed
99-CC-3492	Novell, Inc.	Dismissed
99-CC-3493	Novell, Inc.	Dismissed
99-CC-3494	Novell, Inc.	Dismissed
99-CC-3495	Novell, Inc.	Dismissed
99-CC-3496	Novell, Inc.	Dismissed
99-CC-3497	Novell, Inc.	Dismissed
99-CC-3498	Novell, Inc.	Dismissed
99-CC-3499	Novell, Inc.	Dismissed
99-CC-3500	Novell, Inc.	Dismissed
99-CC-3501	Novell, Inc.	Dismissed
99-CC-3502	Novell, Inc.	Dismissed
99-CC-3503	Novell, Inc.	Dismissed
99-CC-3504	Novell, Inc.	Dismissed
99-CC-3505	Novell, Inc.	Dismissed
99-CC-3506	Novell, Inc.	Dismissed
99-CC-3507	Novell, Inc.	Dismissed
99-CC-3508	Novell, Inc.	Dismissed
99-CC-3509	Novell, Inc.	Dismissed
99-CC-3510	Novell, Inc.	Dismissed
99-CC-3511	Novell, Inc.	Dismissed
99-CC-3512	Novell, Inc.	Dismissed
99-CC-3513	Novell, Inc.	Dismissed
99-CC-3514	Novell, Inc.	Dismissed
99-CC-3515	Novell, Inc.	Dismissed
99-CC-3516	Novell, Inc.	Dismissed
99-CC-3517	Novell, Inc.	Dismissed
99-CC-3518	Novell, Inc.	Dismissed
99-CC-3519	Novell, Inc.	Dismissed
99-CC-3520	Novell, Inc.	Dismissed
99-CC-3521	Novell, Inc.	Dismissed
99-CC-3522	Novell, Inc.	Dismissed
99-CC-3523	Novell, Inc.	Dismissed

99-CC-3524	Novell, Inc.	Dismissed
99-CC-3525	Novell, Inc.	Dismissed
99-CC-3526	Novell, Inc.	Dismissed
99-CC-3527	Novell, Inc.	Dismissed
99-CC-3528	Novell, Inc.	Dismissed
99-CC-3529	Novell, Inc.	Dismissed
99-CC-3530	Novell, Inc.	Dismissed
99-CC-3531	Novell, Inc.	Dismissed
99-CC-3532	Novell, Inc.	Dismissed
99-CC-3533	Novell, Inc.	Dismissed
99-CC-3534	Novell, Inc.	Dismissed
99-CC-3535	Novell, Inc.	Dismissed
99-CC-3536	Novell, Inc.	Dismissed
99-CC-3537	Novell, Inc.	Dismissed
99-CC-3538	Novell, Inc.	Dismissed
99-CC-3539	Novell, Inc.	Dismissed
99-CC-3540	Novell, Inc.	Dismissed
99-CC-3541	Novell, Inc.	Dismissed
99-CC-3542	Novell, Inc.	Dismissed
99-CC-3543	Novell, Inc.	Dismissed
99-CC-3544	Novell, Inc.	Dismissed
99-CC-3545	Novell, Inc.	Dismissed
99-CC-3546	Novell, Inc.	Dismissed
99-CC-3547	Novell, Inc.	Dismissed
99-CC-3548	Novell, Inc.	Dismissed
99-CC-3549	Novell, Inc.	Dismissed
99-CC-3550	Novell, Inc.	Dismissed
99-CC-3555	Springfield Clinic	Dismissed
99-CC-3594	St. Mary's Hospital	Dismissed
99-CC-3605	Knox County	Denied
99-CC-3611	Knox County	Denied
99-CC-3627	LaSalle County State's Attorney	Denied
99-CC-3645	Washington, Janice	Dismissed
99-CC-3647	SIU Physicians & Surgeons	Dismissed
99-CC-3648	SIU Physicians & Surgeons	Dismissed
99-CC-3651	SIU Physicians & Surgeons	Dismissed
99-CC-3663	Alexander, Cory	Dismissed
99-CC-3706	Jaffery, Syed, Jr.; Special Admr. of the Estate of Syed Jaffery, Sr., Dec'd	Dismissed
99-CC-3724	Interaction Dynamics	Dismissed
99-CC-3729	Arc Electric	Dismissed
99-CC-3730	Arc Electric	Dismissed

99-CC-3731	Arc Electric	Dismissed
99-CC-3732	Arc Electric	Dismissed
99-CC-3733	Arc Electric	Dismissed
99-CC-3735	Arc Electric	Dismissed
99-CC-3740	Arc Electric	Dismissed
99-CC-3757	Stepping Stones of Rockford, Inc.	Denied
99-CC-3760	Anderson, Margaret S.	Dismissed
99-CC-3761	Carpenter, Jermaine D.	Dismissed
99-CC-3781	Willard Publications	Denied
99-CC-3787	Johnson, Grayland #9474038	Dismissed
99-CC-3791	GE Capital ITS	Dismissed
99-CC-3799	GE Capital ITS	Dismissed
99-CC-3816	Arc Electric	Dismissed
99-CC-3817	Arc Electric	Dismissed
99-CC-3819	Arc Electric	Dismissed
99-CC-3820	Orakwue, Alexander	Dismissed
99-CC-3870	SIU Physicians & Surgeons	Dismissed
99-CC-3875	SIU Physicians & Surgeons	Dismissed
99-CC-3876	SIU Physicians & Surgeons	Dismissed
99-CC-3883	Wilkerson, Anthony C.	Dismissed
99-CC-3890	Velez, Francisco	Dismissed
99-CC-3891	Bloomingdale Park District	Dismissed
99-CC-3896	Shell Oil Co.	Dismissed
99-CC-3915	Wells, Michael	Dismissed
99-CC-3917	Franklin-Williamson Human Services, Inc.	Denied
99-CC-3923	Echevarria, Alejandro "Alex"	Dismissed
99-CC-3924	Marshall, Marvin	Dismissed
99-CC-3925	Bureau County Recorder	Dismissed
99-CC-3931	Brac Credit Corp.	Dismissed
99-CC-3932	Brac Credit Corp.	Dismissed
99-CC-3935	Good Samaritan Regional Health Center	Denied
99-CC-3939	Young, Latonya; Mother and Next Friend of Tajze Williams, minor	Dismissed
99-CC-3940	Council for Jewish Elderly	Dismissed
99-CC-3954	Arc Electric	Dismissed
99-CC-3957	Arc Electric	Dismissed
99-CC-3960	Arc Electric	Dismissed
99-CC-3962	SIU Physicians & Surgeons	Dismissed
99-CC-3973	Allendale Association	Dismissed
99-CC-3986	Kenaga, Howard P. & Ann K.	Dismissed
99-CC-4009	Swedish American Hospital	Denied
99-CC-4036	Allstate Insurance Co.	Dismissed

99-CC-4046	Wilkins, Jerry	Dismissed
99-CC-4049	Harper, William Rainey, College	Dismissed
99-CC-4051	Lee, Henry C., Jr.	Dismissed
99-CC-4064	Illinois Department of Human Services	Dismissed
99-CC-4065	Gladden, Jason Paul	Dismissed
99-CC-4071	Prastein, Rebeccah H., M.D.	Denied
99-CC-4078	Ewing Lundberg & Assoc. d/b/a E.L.A. Security	Dismissed
99-CC-4085	Allendale Association	Dismissed
99-CC-4096	Asbury Child Care Center	Dismissed
99-CC-4097	Asbury Child Care Center	Dismissed
99-CC-4098	Asbury Child Care Center	Dismissed
99-CC-4099	Asbury Child Care Center	Dismissed
99-CC-4100	Asbury Child Care Center	Dismissed
99-CC-4104	Clark, Shane	Dismissed
99-CC-4112	Gibbons, Theodore James	Dismissed
99-CC-4155	Western Illinois University	Dismissed
99-CC-4162	Kennedy, Larry	Denied
99-CC-4177	SIU Physicians & Surgeons	Dismissed
99-CC-4186	Logan, John A., College	Dismissed
99-CC-4197	Skaggs Companies, Inc.	Denied
99-CC-4202	Yoho, Darrell	Dismissed
99-CC-4213	Richards, Virgie L.	Dismissed
99-CC-4216	Armstead, Mose	Dismissed
99-CC-4228	Wilson, Norma V.	Denied
99-CC-4230	Vality Technology, Inc.	Dismissed
99-CC-4236	Lutheran General Children's Daycare	Dismissed
99-CC-4296	Riley, Leslie	Dismissed
99-CC-4341	Signature Inn & Conference Center	Dismissed
99-CC-4343	Stickney Public Health	Denied
99-CC-4351	Richland Community College	Dismissed
99-CC-4356	Montanez, Robert	Dismissed
99-CC-4370	Barnes, Dennis	Dismissed
99-CC-4374	Mattan, Buanita F.	Denied
99-CC-4380	Klopf, Mary	Dismissed
99-CC-4381	Eastman Kodak Co.	Denied
99-CC-4385	Economy Mechanical, Inc.	Dismissed
99-CC-4395	Davis, Lashanda; minor, by her Parent and Next Friend, Geneva Davis & Geneva Davis, Indiv.	Dismissed
99-CC-4401	GE Capital	Dismissed
99-CC-4407	GE Capital	Denied

99-CC-4408	GE Capital	Dismissed
99-CC-4411	GE Capital	Dismissed
99-CC-4412	GE Capital	Denied
99-CC-4417	Danno, Shari A.	Dismissed
99-CC-4418	Governors State University	Dismissed
99-CC-4419	Richland Community College	Dismissed
99-CC-4438	Community Service Options, Inc.	Dismissed
99-CC-4452	Marathon Ashland Petroleum LLC	Dismissed
99-CC-4454	Bitton, Margalite	Dismissed
99-CC-4468	Home Health Plus	Denied
99-CC-4469	Home Health Plus	Denied
99-CC-4475	Casimir, Jerome	Dismissed
99-CC-4478	Underdue, Gracie L.	Dismissed
99-CC-4484	Western Illinois University	Dismissed
99-CC-4486	Industrial Soap Co.	Denied
99-CC-4489	Shay Health Care Services, Inc.	Denied
99-CC-4508	Johnson, Bari	Dismissed
99-CC-4510	Southern Illinois University, Board of Trustees	Dismissed
99-CC-4513	Perez, Aurelio	Dismissed
99-CC-4520	Pediatric Hematology/Oncology	Dismissed
99-CC-4544	Passmore, Tessie M.	Dismissed
99-CC-4595	Lee, Simon	Dismissed
99-CC-4596	Sierra Bravo, Inc.	Dismissed
99-CC-4602	Ericsson, Inc.	Denied
99-CC-4618	Carroll Seating Co.	Dismissed
99-CC-4625	Chicago State University	Dismissed
99-CC-4626	Chicago State University	Dismissed
99-CC-4627	Chicago State University	Dismissed
99-CC-4630	Chicago State University	Dismissed
99-CC-4633	Chicago State University	Dismissed
99-CC-4667	Glenkirk	Dismissed
99-CC-4680	Allen, Marshan	Dismissed
99-CC-4692	Aunt Martha's Youth Service Center, Inc.	Dismissed
99-CC-4694	Galvan, Jose	Dismissed
99-CC-4752	Ingalls Hospital	Dismissed
99-CC-4761	Getschow Phillips Co.	Dismissed
99-CC-4777	Ingalls Hospital	Dismissed
99-CC-4790	Perez, Francisco #9813994	Dismissed
99-CC-4801	Watermark Physicians Services	Dismissed
99-CC-4802	Dischler, Greg	Dismissed
99-CC-4805	Norman, Shawn	Denied

99-CC-4806	Anixter	Dismissed
99-CC-4828	Matthews, McKenzie	Dismissed
99-CC-4830	Nahamani Family Service Center, Inc.	Dismissed
99-CC-4832	Backstrom, Gregory	Dismissed
99-CC-4833	Scott, Fred D., D.O.	Denied
99-CC-4850	Williams, Viola	Dismissed
99-CC-4883	Willson, Donell	Dismissed
00-CC-0016	Williams & Marcus, Ltd.	Dismissed
00-CC-0018	Community Support Services	Dismissed
00-CC-0021	Standard Stationery Supply	Dismissed
00-CC-0054	Munoz, Thomas	Reconsidered Dismissal
00-CC-0065	Britton, Joyce S.	Dismissed
00-CC-0070	Peacock, Myrtle L.	Dismissed
00-CC-0072	Canet, Joagquin A.	Dismissed
00-CC-0074	Mitchell, Ervon	Dismissed
00-CC-0075	Foster, Gregory P.	Dismissed
00-CC-0076	Cowan, Derrick	Dismissed
00-CC-0086	Ivy, Kevin R.	Dismissed
00-CC-0239	Tolbert, Michael	Reconsidered Dismissal
00-CC-0241	McGruder, Sterling	Dismissed
00-CC-0252	Hall, Robert	Dismissed
00-CC-0273	Premier Rehabilitation Centers of Chicago	Dismissed
00-CC-0287	Burns, Johnny Lee	Dismissed
00-CC-0290	Horsman, Carol	Dismissed
00-CC-0349	Miller, Glenn	Dismissed
00-CC-0354	Corel, Dawn	Dismissed
00-CC-0362	OSF Healthcare Systems, Inc.	Dismissed
00-CC-0363	OSF Healthcare Systems, Inc.	Dismissed
00-CC-0369	American Printing House for the Blind, Inc.	Dismissed
00-CC-0370	Williams, James E.	Dismissed
00-CC-0381	Hunter, Markus	Dismissed
00-CC-0395	Thompson, Calvin	Dismissed
00-CC-0407	OSF Healthcare Systems, Inc. d/b/a St. Francis Medical Center	Dismissed
00-CC-0421	Goodman, George P.	Dismissed
00-CC-0433	Kimbrough, James	Dismissed
00-CC-0434	Shelter Insurance a/s/o Park Meadows Baptist Church	Dismissed
00-CC-0449	Roderick, Thomas	Dismissed
00-CC-0454	American Home Patient	Dismissed
00-CC-0499	Masterson, Michael	Dismissed
00-CC-0504	Hoesly, Mary R.	Dismissed

00-CC-0513	Neal, John L.	Dismissed
00-CC-0520	Moran, John Thomas, Jr.	Dismissed
00-CC-0541	Floyd, Sebron	Dismissed
00-CC-0565	Norwood, Alison J.	Dismissed
00-CC-0567	Goins, Dupree	Reconsidered Denial
00-CC-0577	Anixter, Lester & Rosalie, Center	Dismissed
00-CC-0578	Anixter, Lester & Rosalie, Center	Dismissed
00-CC-0636	Serrano, Anthony	Dismissed
00-CC-0723	Sachs, Joshua d/b/a Sachs & Drake	Dismissed
00-CC-0725	Taylor, Enice	Dismissed
00-CC-0726	Taylor, Enice	Dismissed
00-CC-0757	Terzian, Tereza	Dismissed
00-CC-0758	Joliet, City of	Dismissed
00-CC-0805	Illinois, University of	Dismissed
00-CC-0830	Salamon, Leon	Dismissed
00-CC-0846	Ozoh, Antony	Dismissed
00-CC-0849	Peters, Thomas	Dismissed
00-CC-0850	Aimen, Julie B.	Dismissed
00-CC-0851	Johnson, Gary V.	Dismissed
00-CC-0871	Richland, County of	Dismissed
00-CC-0934	Pijon, Raymond D.	Dismissed
00-CC-0973	Mercantile Bank of Illinois	Denied
00-CC-0985	Interventions	Dismissed
00-CC-1002	Lewis, Stephen Edward #9722475	Dismissed
00-CC-1126	Johnson, James E.	Dismissed
00-CC-1201	Lasley, Willie	Dismissed
00-CC-1202	Simmons, Mitchell	Dismissed
00-CC-1229	Lohbauer Electric, Inc.	Dismissed
00-CC-1232	Miller, K. Ruth	Dismissed
00-CC-1237	Carleton of Oak Park	Dismissed
00-CC-1239	Ray, Isaac, Center	Dismissed
00-CC-1240	Ray, Isaac, Center	Dismissed
00-CC-1241	Ray, Isaac, Center	Dismissed
00-CC-1244	Madson, Bryant	Dismissed
00-CC-1246	Barnett, Jeffrey L.	Dismissed
00-CC-1253	St. Mary's Hospital	Dismissed
00-CC-1268	Sanders, Daniel R.	Denied
00-CC-1272	Moraine Valley Community College	Dismissed
00-CC-1279	Resource One	Dismissed
00-CC-1281	Resource One	Dismissed
00-CC-1283	Resource One	Dismissed
00-CC-1298	Governors State University	Dismissed

00-CC-1336	K's Merchandise	Dismissed
00-CC-1359	Hatch, Jesse M.	Dismissed
00-CC-1387	Taylor, Enice	Dismissed
00-CC-1575	Taylor, Enice	Dismissed
00-CC-1581	Armstead, Mose Lee	Dismissed
00-CC-1602	IBM Corp.	Dismissed
00-CC-1603	IBM Corp.	Dismissed
00-CC-1610	IBM Corp.	Dismissed
00-CC-1621	IBM Corp.	Dismissed
00-CC-1635	Moon, Ronald H.	Dismissed
00-CC-1640	Manion, Devens, McFetridge & Spiros, Ltd.	Dismissed
00-CC-1641	Manion, Devens, McFetridge & Spiros, Ltd.	Dismissed
00-CC-1643	Hardy, Daniel, M.D.	Dismissed
00-CC-1648	Mackey, Samuel A.	Dismissed
00-CC-1664	Jones, Sharon E.	Dismissed
00-CC-1676	Esquire Deposition Services	Dismissed
00-CC-1706	Northfield Inn & Suites	Dismissed
00-CC-1726	Huebner Reporting	Dismissed
00-CC-1735	Plummer, Lee J.	Dismissed
00-CC-1742	Moraine Valley Community College	Dismissed
00-CC-1747	Bridgeway, Inc.	Dismissed
00-CC-1748	Bridgeway, Inc.	Dismissed
00-CC-1749	Bridgeway, Inc.	Dismissed
00-CC-1750	Bridgeway, Inc.	Dismissed
00-CC-1766	Wofford, Stanley	Dismissed
00-CC-1851	Hall, Robert	Dismissed
00-CC-1949	Castro, Joey	Dismissed
00-CC-1958	Illinois Correctional Industries	Dismissed
00-CC-1984	Blunt, Daniel	Dismissed
00-CC-2016	Governors State University	Dismissed
00-CC-2068	United Airlines, Inc.	Dismissed
00-CC-2073	Gelbort, Michael M., Ph.D.	Dismissed
00-CC-2078	United Airlines, Inc.	Dismissed
00-CC-2153	Chicago State University	Dismissed
00-CC-2154	Chicago State University	Dismissed
00-CC-2193	Lane, Devin Erkman	Dismissed
00-CC-2227	Easter Seals of Mid-Eastern Illinois, Inc.	Dismissed
00-CC-2260	Pickett, Walter	Dismissed
00-CC-2264	Thomas, Jason	Dismissed
00-CC-2306	Smith, Laemont P.	Dismissed
00-CC-2308	Aunt Martha's Youth Service Center, Inc.	Dismissed
00-CC-2374	Lewis, Latanya	Dismissed

00-CC-2406	Sherrod, Joe N.	Dismissed
00-CC-2476	Humphry, John J.	Dismissed
00-CC-2480	Community Mental Health Council, Inc.	Dismissed
00-CC-2493	Esquire Deposition Services	Dismissed
00-CC-2494	Esquire Deposition Services	Dismissed
00-CC-2523	Walker, Eric	Dismissed
00-CC-2524	Walker, Eric	Dismissed
00-CC-2570	Mingo, Joel	Dismissed
00-CC-2632	Springfield Lodging, Inc d/b/a Comfort Suites–Springfield	Dismissed
00-CC-2749	Sherrod, Joe N.	Dismissed
00-CC-2750	Poole, Daniel	Dismissed
00-CC-2782	Reynolds, Robert	Dismissed
00-CC-2801	Pitney Bowes, Inc.	Dismissed
00-CC-2802	Pitney Bowes, Inc.	Dismissed
00-CC-2813	CTG, Inc. of Illinois	Dismissed
00-CC-2815	CTG, Inc. of Illinois	Dismissed
00-CC-2874	Lewis, Michael	Dismissed
00-CC-2911	Toma, David K.	Dismissed
00-CC-3251	Poorsattar, Gulnar, M.D.	Denied
00-CC-3384	Sherrod, Joe N.	Dismissed
00-CC-3438	Terry, Edward	Dismissed
00-CC-3574	Miles, Isaaci	Dismissed
00-CC-3648	Slack, Ray	Dismissed
00-CC-3675	Walker, Eric	Dismissed
00-CC-3709	Shaw, Roger	Dismissed
00-CC-3929	Johnson, Elzie	Dismissed
00-CC-3951	Bell, Clarence E.	Dismissed
00-CC-3983	Jackson, Dennis	Dismissed
00-CC-4011	Evans, Larry J.	Dismissed
00-CC-4304	Lynk, Dennis	Dismissed
00-CC-4428	Jackson, Nathaniel	Dismissed
00-CC-4586	Gholston, Danny	Dismissed

When the appropriation from which a claim should have been paid has lapsed, the Court will enter an award for the amount due Claimant.

84-CC-0090	McGaw, Foster G., Hospital	$26,208.69
89-CC-3447	Telecom Management, Inc.	70.00
90-CC-0124	Metro Water Reclamation Dist. of Greater Chicago	22,244.00
90-CC-0125	Metro Water Reclamation Dist. of Greater Chicago	4,736.00
90-CC-2095	Jacobs, Bill, Chevrolet	46.70
90-CC-2096	Jacobs, Bill, Chevrolet	488.53
90-CC-2100	Jacobs, Bill, Chevrolet	235.33
90-CC-3332	Emery Worldwide	720.52
91-CC-0102	Forms World Stock Products, Inc.	426.00
91-CC-0107	Forms World Stock Products, Inc.	296.77
91-CC-0109	Forms World Stock Products, Inc.	249.90
91-CC-0164	Forms World Stock Products, Inc.	29.67
91-CC-0169	Forms World Stock Products, Inc.	152.85
91-CC-0219	Illinois, University of, Hospital	14,292.92
91-CC-0454	Forms World Stock Products, Inc.	67.12
91-CC-2627	Lawrence Hall Youth Services	1,391.67
91-CC-2944	Williams, Evelyn	1,005.80
92-CC-0110	An, Yunhee	2,550.00
92-CC-0787	Forms World Stock Products, Inc.	451.32
92-CC-0788	Forms World Stock Products, Inc.	391.93
92-CC-0789	Forms World Stock Products, Inc.	130.64
92-CC-0790	Forms World Stock Products, Inc.	27.65
92-CC-0793	Forms World Stock Products, Inc.	40.56
92-CC-0794	Forms World Stock Products, Inc.	46.97
92-CC-0799	Forms World Stock Products, Inc.	414.64
92-CC-0800	Forms World Stock Products, Inc.	451.00
92-CC-0801	Forms World Stock Products, Inc.	451.00
92-CC-0803	Forms World Stock Products, Inc.	151.44
92-CC-0805	Forms World Stock Products, Inc.	121.18
92-CC-2996	Southern Illinois University, Board of Trustees of; on behalf of Southern Illinois University at Carbondale	24,456.07

92-CC-3120	Springfield Association for Retarded Citizens, Inc.	21,309.99
93-CC-0483	Lutheran Social Services of Illinois	16,402.02
93-CC-0485	Lutheran Social Services of Illinois	7,129.12
93-CC-0492	Lutheran Social Services of Illinois	33,737.12
93-CC-0967	Illinois, University of, Hospital	3,371.22
93-CC-3073	Co-Op Medical Systems	5,835.57
93-CC-3339	Trans World Airlines, Inc.	84.00
94-CC-0122	Jackson, Juwann E.	500.00
94-CC-0206	Lutheran Social Services of Illinois	2,717.25
94-CC-0211	Lutheran Social Services of Illinois	14,612.06
94-CC-0262	American Insurance Services Group, Inc.	770.00
94-CC-0346	Illinois, University of, at Chicago	4,604.86
94-CC-0347	Illinois, University of, at Chicago	90.00
94-CC-0484	Martinez, Eduardo	143.25
94-CC-1045	Stokes, Lady B.	1,275.00
94-CC-2311	Rosin Optical Co.	240.00
94-CC-2351	St. Mary's Hospital	2,006.70
94-CC-2523	Center for Rehab & Training of Persons with Disabilities	107.50
94-CC-2635	Correctional Medical Systems	Paid Through 94-CC-2634
94-CC-2636	Correctional Medical Systems	Paid Through 94-CC-2634
94-CC-2637	Correctional Medical Systems	Paid Through 94-CC-2634
94-CC-2927	South Suburban Hospital	84.22
94-CC-2929	South Suburban Hospital	122.86
94-CC-2930	South Suburban Hospital	99.70
94-CC-2931	South Suburban Hospital	157.22
95-CC-0156	St. Therese Radiology Assoc.	17.00
95-CC-0342	Marus Cardiology	25.00
95-CC-0572	IBM Corp.	4,717.06
95-CC-1132	Creative Play	2,353.66
95-CC-1252	Near North Insurance Brokerage, Inc.	140.00
95-CC-1262	Near North Insurance Brokerage, Inc.	4,206.07
95-CC-1671	Busy Beaver Too	658.14
95-CC-2080	Aunt Martha's Youth Service Center, Inc.	8,418.46
95-CC-2084	Aunt Martha's Youth Service Center, Inc.	8,502.64
95-CC-2490	Keyesport, Village of	250.00
95-CC-2535	Aunt Martha's Youth Service Center, Inc.	30.86

95-CC-2653	Hinsdale Hospital	62.10
95-CC-3435	Childserv	83,687.32
95-CC-3838	Copeland, Lovie	163.25
95-CC-3895	Ibarra-De Guzman, Selfide A.	60.00
95-CC-3959	Rutledge Youth Foundation, Inc.	749.54
96-CC-0117	McIntosh, Alma L.	725.00
96-CC-0161	Joliet Junior College	34.00
96-CC-0313	Ryan, Eleanore A., Ph.D.	1,233.80
96-CC-0577	McGuire's Reporting	55.00
96-CC-0728	Chicago Housing Authority	21,240.00
96-CC-0796	Northwest Airlines, Inc.	Paid Through 96-CC-0781
96-CC-0988	Peterson, Ronald R.; Chapter 7 Bankruptcy Trustee for Suburban Adult Day Center, Inc.	1,793.22
96-CC-1099	Benton, Niya L.	636.56
96-CC-1129	HHM Emergency Services	31.54
96-CC-1198	Wadlington Reporting Service	164.70
96-CC-1393	DuPage County Health Dept.	13,835.11
96-CC-1458	Clark Boardman Callaghan	599.43
96-CC-1500	Easter Seal Rehabilitation Center	110.00
96-CC-1529	K.K. Bio-Science, Inc.	5,370.00
96-CC-1685	McGuire's Reporting	45.50
96-CC-1686	McGuire's Reporting	67.50
96-CC-1845	Unique Office Service	696.50
96-CC-1846	Unique Office Service	278.00
96-CC-1927	Stetivan, Irene	30.00
96-CC-1972	K-Mart #4464	188.39
96-CC-2148	Garber, Huebner & Associates	74.55
96-CC-2169	Record Copy Service	39.75
96-CC-2268	Residential Options	586.10
96-CC-2294	Kozlowski, Barbara	742.72
96-CC-2401	Mansker, Mary J.	1,612.50
96-CC-2436	Joliet, City of, Police Dept.	10,710.00
96-CC-2523	Smith, Frankie	Paid Through 96-CC-2524
96-CC-2524	Smith, Frankie	84.40
96-CC-2535	UHH Home Services	733.00
96-CC-2536	UHH Home Services	1,529.25
96-CC-2537	UHH Home Services	1,375.92
96-CC-2619	Red Carpet Car Wash	53.28

96-CC-2682	Carson, Irwin K., M.D.	76.00
96-CC-2701	Association House of Chicago	2,265.72
96-CC-2767	Clark, Russ	175.33
96-CC-2815	Grainger	104.25
96-CC-2816	Grainger	49.00
96-CC-2826	Zak, Steven M., M.D.	125.00
96-CC-2849	St. Mary's Hospital	159.32
96-CC-2942	Peterson, Ronald R.; Chapter 7 Bankruptcy Trustee for Suburban Adult Day Center, Inc.	1,059.63
96-CC-2946	Olsten Home Healthcare	215.18
96-CC-2947	Olsten Home Healthcare	Paid Through 96-CC-2946
96-CC-2952	Leen, John P.	79.00
96-CC-3010	IBM Corp.	570.18
96-CC-3017	IBM Corp.	137.50
96-CC-3023	IBM Corp.	24.17
96-CC-3025	IBM Corp.	70.00
96-CC-3028	IBM Corp.	129.10
96-CC-3072	Winston, Dora	1,050.00
96-CC-3237	Emergency & Ambulatory Care	200.00
96-CC-3238	Emergency & Ambulatory Care	100.00
96-CC-3239	Emergency & Ambulatory Care	175.00
96-CC-3247	St. Mary's Hospital	572.90
96-CC-3294	Roach, Donna	632.28
96-CC-3299	Interventions	4,284.96
96-CC-3323	Dere, Janet	70.58
96-CC-3324	Stelivan, Irene	36.00
96-CC-3351	Mann, Edward P., M.D.	45.00
96-CC-3359	Comprehensive Rehabilitation, Ltd.	1,560.00
96-CC-3361	Comprehensive Therapeutics, Ltd.	486.00
96-CC-3362	Comprehensive Therapeutics, Ltd.	36.00
96-CC-3363	Comprehensive Therapeutics, Ltd.	216.00
96-CC-3364	Comprehensive Therapeutics, Ltd.	36.00
96-CC-3365	Comprehensive Therapeutics, Ltd.	234.00
96-CC-3366	Comprehensive Therapeutics, Ltd.	234.00
96-CC-3367	Comprehensive Therapeutics, Ltd.	36.00
96-CC-3368	Comprehensive Therapeutics, Ltd.	378.00
96-CC-3369	Comprehensive Therapeutics, Ltd.	108.00
96-CC-3370	Comprehensive Therapeutics, Ltd.	354.00
96-CC-3371	Comprehensive Therapeutics, Ltd.	744.00
96-CC-3372	Comprehensive Therapeutics, Ltd.	390.00
96-CC-3373	Comprehensive Therapeutics, Ltd.	666.00

96-CC-3374	Comprehensive Therapeutics, Ltd.	36.00
96-CC-3531	Kane County Sheriff's Dept.	2,222.50
96-CC-3622	Gomez, Claudette	984.00
96-CC-3633	Yohay, Daniel, M.D.	50.00
96-CC-3660	Familycare Services	462.74
96-CC-3824	Illinois, University of, Board of Trustees	2,832.42
96-CC-3825	Illinois, University of, Board of Trustees	1,135.39
96-CC-3873	Lindenhurst, Village of	2,665.00
96-CC-3890	Delnor-Community Hospital	27.00
96-CC-3936	Howard, Sabrina	185.68
96-CC-4095	Rogers, Paulette	3,750.00
96-CC-4128	Calumet Commercial Services, Inc. c/o Radiology Imaging Consultants	320.00
96-CC-4129	Calumet Commercial Services, Inc. c/o South Suburban Cardiology	27.00
96-CC-4136	Strezewski, Raymond W.	53.40
96-CC-4297	South Shore Hospital	60.00
96-CC-4300	Familycare of Illinois	7,064.40
96-CC-4352	Stat Anesthesia, P.C.	405.02
96-CC-4357	Keefe Reporting Co.	33.85
96-CC-4381	Chicago, University of	14,257.63
96-CC-4388	Midwest Physicians Group	75.00
96-CC-4425	Good Samaritan Regional Health Center	60.00
96-CC-4454	South Suburban Hospital	474.00
96-CC-4455	South Suburban Hospital	1,193.00
97-CC-0172	St. Louis, City of, Board of Education of the	78,897.77
97-CC-0215	Randant, Paula B.	86.94
97-CC-0321	KCCDD	114.70
97-CC-0322	KCCDD	176.17
97-CC-0323	KCCDD	11.01
97-CC-0429	American Medical Response of Illinois, Inc.	769.10
97-CC-0430	American Medical Response of Illinois, Inc.	105.91
97-CC-0431	American Medical Response of Illinois, Inc.	1,035.76
97-CC-0513	Illinois, University of, at Chicago	701.24
97-CC-0587	Fanning Oil Co.	231.85
97-CC-0636	Lolly-Pop Nursery School	4,307.32
97-CC-0645	Inner Arts, Inc.	3,254.50
97-CC-0680	Sunburst Youth Homes, Inc.	5,000.00
97-CC-0686	Catholic Charities	81,787.72
97-CC-0721	Canada, Toy D.	735.00
97-CC-0794	Illinois, University of, at Chicago, Board of Trustees	26,349.17

97-CC-0837	Community College Dist. 508, Board of Trustees of	200.00
97-CC-0841	Community College Dist. 508, Board of Trustees of	684.00
97-CC-0863	St. Mary's Hospital	902.88
97-CC-0978	Bazarek, Caren M.	1,676.50
97-CC-0984	Fanning Oil Co.	60.96
97-CC-1012	Trinity Services, Inc.	302.76
97-CC-1013	Trinity Services, Inc.	556.56
97-CC-1027	Illinois, University of, at Chicago	366.68
97-CC-1028	Illinois, University of, at Chicago	2,706.86
97-CC-1029	Illinois, University of, at Chicago	6,191.42
97-CC-1030	Illinois, University of, at Chicago	10,029.79
97-CC-1031	Illinois, University of, at Chicago	14,798.65
97-CC-1045	Eastern Illinois University	351.05
97-CC-1064	Quality Inn Chicago Downtown	121.35
97-CC-1327	American Medical Response of Illinois, Inc.	31.78
97-CC-1333	American Medical Response of Illinois, Inc.	70.46
97-CC-1345	American Medical Response of Illinois, Inc.	94.69
97-CC-1502	Willowglen Academy, Inc.	154,980.79
97-CC-1574	Crowe, Kathleen	1,122.54
97-CC-1590	Chicago Association for Retarded Citizens	318.36
97-CC-1724	Weaver, Alice	1,715.18
97-CC-1779	Gwin, Phyllis E.	298.00
97-CC-1786	Inner Arts Counseling Service, Inc.	Paid Through 97-CC-0645
97-CC-1946	Thompson, Sandra	5,790.00
97-CC-1972	Motorola, Inc.	2,175.00
97-CC-1987	Jackson, Ronald	439.40
97-CC-2057	657 W. Lake Street Assoc.	1,448.22
97-CC-2079	Contreras, Elsa I.	250.00
97-CC-2268	Madoch, Robert J.; Official Court Reporter	363.40
97-CC-2313	Chellino Crane Rental	300.00
97-CC-2338	Crittenton Care & Counseling Center	2,017.20
97-CC-2383	Columbia Pipe & Supply Co.	97.32
97-CC-2465	Little City Foundation	52,451.35
97-CC-2566	Martin, Janesetta A.	994.98
97-CC-2604	Century Healthcare d/b/a High Pointe	77,562.60
97-CC-2638	Zagar, Robert, Dr.	Paid Through 98-CC-3468
97-CC-2639	Zagar, Robert, Dr.	Paid Through 98-CC-3468

97-CC-2641	Zagar, Robert, Dr.	Paid Through 98-CC-3468
97-CC-2643	Zagar, Robert, Dr.	Paid Through 98-CC-3468
97-CC-2644	Zagar, Robert, Dr.	Paid Through 98-CC-3468
97-CC-2766	Community Support Services	2,820.92
97-CC-2802	Familycare Services of Metro Chicago	3,889.69
97-CC-2803	Familycare Services of Metro Chicago	Paid Through 97-CC-2802
97-CC-2837	Easter Seal Rehabilitation Center	4,872.12
97-CC-2977	Familycare of Illinois	3,339.82
97-CC-2978	Familycare of Illinois	1,683.00
97-CC-3000	Catholic Charities of Springfield	1,536.35
97-CC-3021	Familycare of Illinois	7,068.98
97-CC-3033	Familycare of Illinois	224.13
97-CC-3035	Familycare of Illinois	1,314.76
97-CC-3056	Allendale Association	18,280.58
97-CC-3057	Allendale Association	Paid Through 97-CC-3056
97-CC-3108	Damiani, Nancy L.	1,403.92
97-CC-3249	Ameritech	252.00
97-CC-3285	Century Healthcare Corp. d/b/a Westbridge of Arizona	33,829.81
97-CC-3306	Catholic Charities	3,042.57
97-CC-3408	Kraft Paper Sales Co., Inc.	81.60
97-CC-3409	Familycare of Illinois	14,984.87
97-CC-3410	Familycare of Illinois	Paid Through 97-CC-3409
97-CC-3411	Familycare of Illinois	6,985.45
97-CC-3452	Daley's Medical Supply	65.00
97-CC-3460	Community College Dist. 508, Board of Trustees of	393.50
97-CC-3462	Community College Dist. 508, Board of Trustees of	138.50
97-CC-3463	Community College Dist. 508, Board of Trustees of	555.45
97-CC-3464	Community College Dist. 508, Board of Trustees of	138.50
97-CC-3467	Community College Dist. 508, Board of Trustees of	494.00

97-CC-3476	Inner Arts, Inc.	Paid Through 97-CC-0645
97-CC-3532	Trans World Airlines, Inc.	583.00
97-CC-3648	Kerr, R. C., & Associates	595.12
97-CC-3649	Kerr, R. C., & Associates	Paid Through 97-CC-3648
97-CC-3651	Kerr, R. C., & Associates	Paid Through 97-CC-3648
97-CC-3652	Kerr, R. C., & Associates	Paid Through 97-CC-3648
97-CC-3657	Kerr, R. C., & Associates	Paid Through 97-CC-3648
97-CC-3660	Kerr, R. C., & Associates	Paid Through 97-CC-3648
97-CC-3662	Kerr, R. C., & Associates	Paid Through 97-CC-3648
97-CC-3664	Kerr, R. C., & Associates	Paid Through 97-CC-3648
97-CC-3665	Kerr, R. C., & Associates	Paid Through 97-CC-3648
97-CC-3677	Professional Regulation, Dept. of	30.00
97-CC-3678	Travelers & Immigrants Aid/ Chicago Connections	8,520.12
97-CC-3697	Catholic Charities, Diocese of Joliet	4,042.00
97-CC-3732	Central Baptist Children's Home	6,259.87
97-CC-3736	Catholic Charities of Chicago	52,577.03
97-CC-3805	Creative Child Care Kiddy Kabby	93,066.00
97-CC-3806	Familycare of Illinois	472.33
97-CC-3867	JTR Energy Systems, Inc.	617.50
97-CC-3942	Inner Arts Counseling Service, Inc.	Paid Through 97-CC-0645
97-CC-3945	Golden Gate Day Care	663.12
97-CC-3959	Elm City Rehabilitation Center, Inc.	90.00
97-CC-3960	Kindercare Learning Center #1142	9,751.10
97-CC-3965	Kindercare Learning Center #865	935.51
97-CC-4066	Community Care Systems, Inc.	2,325.96
97-CC-4068	Community Care Systems, Inc.	6,074.17
97-CC-4076	Community Care Systems, Inc.	2,621.97
97-CC-4077	Community Care Systems, Inc.	9,806.94
97-CC-4079	Community Care Systems, Inc.	6,886.97
97-CC-4083	Community Care Systems, Inc.	759.06

97-CC-4147	Familycare of Illinois	1,009.20
97-CC-4148	Familycare of Illinois	3,324.70
97-CC-4168	Familycare of Illinois	667.79
97-CC-4202	Home Away From Home Day Care	2,108.60
97-CC-4207	Ameripride Linen & Apparel Services	48.12
97-CC-4208	Ameripride Linen & Apparel Services	50.00
97-CC-4300	Aunt Martha's Youth Service Center, Inc.	290.66
97-CC-4304	Aunt Martha's Youth Service Center, Inc	203.42
97-CC-4371	Emergency Specialists	47.00
97-CC-4375	Mau-Glo Schools, Inc.	1,088.18
97-CC-4376	Mau-Glo Schools, Inc.	2,607.78
97-CC-4377	Mau-Glo Schools, Inc.	530.39
97-CC-4387	Illinois, University of, at Chicago/Institute on Disability & Human Development	170.00
97-CC-4392	Zagar, Robert John, Dr.	Paid Through 98-CC-3468
97-CC-4417	Association House of Chicago	15,785.67
97-CC-4420	Aramark Uniform Services, Inc.	58.36
97-CC-4423	Adams County Mental Health Center d/b/a Transitions of Western Illinois	3,392.05
98-CC-0011	Hofmeister, Carolyn	1,105.00
98-CC-0222	Lifelink/Bensenville Home Society	4,963.85
98-CC-0225	A Karrasel Child Care Center	12,306.22
98-CC-0226	A Karrasel Child Care Center	Paid Through 98-CC-0225
98-CC-0227	A Karrasel Child Care Center	Paid Through 98-CC-0225
98-CC-0228	A Karrasel Child Care Center	Paid Through 98-CC-0225
98-CC-0229	A Karrasel Child Care Center	Paid Through 98-CC-0225
98-CC-0230	A Karrasel Child Care Center	Paid Through 98-CC-0225
98-CC-0231	A Karrasel Child Care Center	Paid Through 98-CC-0225
98-CC-0232	A Karrasel Child Care Center	Paid Through 98-CC-0225
98-CC-0233	A Karrasel Child Care Center	Paid Through 98-CC-0225
98-CC-0234	A Karrasel Child Care Center	Paid Through 98-CC-0225

98-CC-0249	Familycare of Illinois	57,321.61
98-CC-0250	Familycare of Illinois	Paid Through 98-CC-0249
98-CC-0251	Familycare of Illinois	Paid Through 98-CC-0249
98-CC-0252	Familycare of Illinois	Paid Through 98-CC-0249
98-CC-0253	Familycare of Illinois	Paid Through 98-CC-0249
98-CC-0260	Inner Arts, Inc.	Paid Through 97-CC-0645
98-CC-0392	Larkin Center, The	31,433.77
98-CC-0535	Women's Treatment Center	90,462.37
98-CC-0603	Aunt Martha's Youth Service Center, Inc.	22,722.13
98-CC-0613	Nagpal & Arora Associates	105.00
98-CC-0615	AT&T Language Line Services	125.00
98-CC-0673	Currency Food & Liquors, Inc.	8,025.69
98-CC-0686	Carbondale Clinic	46.00
98-CC-0709	Aunt Martha's Youth Service Center, Inc.	1,519.16
98-CC-0802	Grimsley, Debra H.; Exec. of the Estate of Nancy L. Damiani	Paid Through 97-CC-3108
98-CC-0854	Allendale Association	Paid Through 97-CC-3056
98-CC-0890	Everhot Manufacturing Co.	556.00
98-CC-0973	Suburban Clinical Services	1,487.90
98-CC-0974	Saint Xavier University	1,000.00
98-CC-0987	Community Care Systems, Inc.	585.51
98-CC-1057	Marathon Oil Co.	68.88
98-CC-1104	Family Service Center	2,593.48
98-CC-1121	Mabry, Cheryl	3,678.78
98-CC-1203	Aunt Martha's Youth Service Center, Inc.	17,526.15
98-CC-1273	Memorial Medical Center	61.22
98-CC-1294	J.C.M. Uniforms, Inc.	171.00
98-CC-1349	Moraine Valley Community College	675.00
98-CC-1350	Moraine Valley Community College	216.00
98-CC-1351	Moraine Valley Community College	753.00
98-CC-1353	Matthews, Melissa	279.30
98-CC-1416	Kimberly Quality Care	90.00
98-CC-1418	Myers, Clifford E., M.D.	70.12
98-CC-1432	Associates Capital Bank	25.07

98-CC-1436	South Suburban Hospital	62.30
98-CC-1453	Elgin Medical Center, Inc.	4,051.42
98-CC-1460	Lakeside Community Committee	8,171.56
98-CC-1465	Graham, Ray, Association	3,356.49
98-CC-1504	Frankfort Family Health Center	485.00
98-CC-1511	St. Joseph's Carondelet Child Center	16,698.24
98-CC-1521	Illinois Mentor, Inc.	6,784.80
98-CC-1539	Bramlett, Johnny R.	2,577.00
98-CC-1550	Xerox Corp.	128.38
98-CC-1630	Best Inns of America	58.17
98-CC-1803	Unisource/Darter	145.92
98-CC-1804	Unisource/Darter	54.40
98-CC-1805	Unisource/Darter	14.40
98-CC-1896	Franklin-Williamson Human Services, Inc.	14,201.26
98-CC-1941	Dent, Katherine	3,425.81
98-CC-1951	Kindercare Learning Center #337	2,013.38
98-CC-1995	Wiese Planning & Engineering, Inc.	816.95
98-CC-1998	Illinois Mentor, Inc.	3,210.84
98-CC-2066	South Suburban Hospital	678.30
98-CC-2101	Associates Capital Bank	15.60
98-CC-2186	Centers for New Horizons, Inc.	63,383.96
98-CC-2242	Metropolitan Water Reclamation Dist. of Greater Chicago	3,174.38
98-CC-2477	Charter Northbrook Behavioral Health Systems	5,400.00
98-CC-2483	Children's World Learning Center	687.16
98-CC-2617	Fillmore Center for Human Services	11,432.63
98-CC-2619	Fillmore Center for Human Services	Paid Through 98-CC-2617
98-CC-2648	Computerland	44,350.00
98-CC-2702	Tepper Electric Supply Co.	75.60
98-CC-2738	Colorado Boys Ranch	6,912.44
98-CC-2742	Dortch, Latonya	745.00
98-CC-2749	Familycare of Illinois	2,176.48
98-CC-2825	Haymarket Center at the McDermott Center	2,137.59
98-CC-2945	Northeastern Illinois University	779.85
98-CC-2952	Lahmeyer, Henry W., M.D.	18.96
98-CC-3057	Farrell, Jay	220.82
98-CC-3094	Family Community Service/ UIC Board of Trustees	9,860.80
98-CC-3103	Avenues to Independence	53.43
98-CC-3104	Avenues to Independence	120.25

98-CC-3105	Avenues to Independence	1,915.26
98-CC-3112	Southern Illinois University, Board of Trustees	1,951.70
98-CC-3124	Sooper Lube	19.45
98-CC-3125	Sooper Lube	79.31
98-CC-3130	United Cerebral Palsy of Greater Chicago	151.60
98-CC-3132	United Cerebral Palsy of Greater Chicago	1,345.50
98-CC-3140	Lewis, Geraldine	6,185.36
98-CC-3155	Link's Window Magic, Inc.	85.00
98-CC-3193	Cornerstone Services, Inc	4,253.98
98-CC-3194	Cornerstone Services, Inc.	824.25
98-CC-3195	Cornerstone Services, Inc.	778.13
98-CC-3341	Childserv	6,785.18
98-CC-3369	Shell Oil Co.	16.41
98-CC-3402	Enterprise Environmental & Earthworks	21,047.80
98-CC-3405	Gill, Dave, Ford Trucks, Inc.	4,368.78
98-CC-3432	Century Healthcare of Arizona, Inc. d/b/a Westbridge	39,960.00
98-CC-3468	Zagar, Robert John, Dr.	123,349.10
98-CC-3576	Identix, Inc.	1,300.00
98-CC-3579	Allendale Association	Paid Through 97-CC-3056
98-CC-3583	Pollard Motor Co.	298.45
98-CC-3585	Allendale Association	18,732.80
98-CC-3610	Mother's Touch, Inc.	5,000.00
98-CC-3628	Union 76	122.33
98-CC-3681	Alexander Manufacturing Co.	258.00
98-CC-3762	Peoria, City of	694.20
98-CC-3767	Park Ridge Youth Campus	4,147.00
98-CC-3811	C.A.I.R.S.	9,608.50
98-CC-3826	Life Uniform Company of Illinois	178.47
98-CC-3830	Life Uniform Company of Illinois	172.74
98-CC-3897	Colorado Boys Ranch	3,709.24
98-CC-3924	Gardner, Priscilla	740.04
98-CC-3932	South East Alcohol & Drug Abuse Center	14,305.90
98-CC-3949	Community College Dist. 508, Board of Trustees of	14,456.45
98-CC-3972	Nursefinders	384.81
98-CC-3991	YMCA of Metropolitan Chicago	49,068.46
98-CC-3992	YMCA of Metropolitan Chicago	Paid Through 98-CC-3991

98-CC-3993	YMCA of Metropolitan Chicago	Paid Through 98-CC-3991
98-CC-4005	Allendale Association	Paid Through 97-CC-3056
98-CC-4029	Illinois Correctional Industries	923.00
98-CC-4064	Zagar, Robert, Dr.	Paid Through 98-CC-3468
98-CC-4065	Zagar, Robert, Dr.	Paid Through 98-CC-3468
98-CC-4071	Metropolitan Family Services	4,566.90
98-CC-4079	Staff Builders, Inc.	1,560.00
98-CC-4085	Shirley's Day Care Home	1,675.80
98-CC-4252	Bilbo, Kathaleen	2,824.92
98-CC-4281	Ultra Scientific, Inc.	7.00
98-CC-4292	Blade, Thomas A.	579.00
98-CC-4322	Medical Consultants Network	2,295.00
98-CC-4369	Southwest YMCA	41,972.15
98-CC-4381	Memorial Medical Center	463.56
98-CC-4382	Memorial Medical Center	476.30
98-CC-4399	Allendale Association	5,746.26
98-CC-4415	Chicago Association for Retarded Citizens	835.50
98-CC-4432	Central Baptist Children's Home	17,767.20
98-CC-4517	Rodriguez, Elizabeth	5,000.00
98-CC-4576	VWR Scientific Products	3,610.48
98-CC-4601	Illinois Primary Health Care Assn.	7,859.28
98-CC-4602	Illinois Primary Health Care Assn.	31,500.00
98-CC-4636	Habilitative Systems, Inc.	2,780.52
98-CC-4677	Catholic Charities, Diocese of Joliet	6,354.06
98-CC-4685	OSF Healthcare Systems, d/b/a St. Anthony Medical Center	41,824.79
98-CC-4689	Kindercare Learning Center #1143	2,011.20
98-CC-4711	Economy Mechanical Industries	736.05
98-CC-4717	Catholic Social Service of Peoria	780.91
98-CC-4718	Catholic Social Service of Peoria	2,231.26
98-CC-4719	Catholic Social Service of Peoria	524.79
98-CC-4721	Catholic Social Service of Peoria	519.33
98-CC-4723	Arjo, Inc.	94.31
98-CC-4743	Hull House Assn.	12,991.18
98-CC-4749	Hull House Assn.	Paid Through 98-CC-4743
98-CC-4751	Hull House Assn.	Paid Through 98-CC-4743

98-CC-4763	XPEDX	481.94
98-CC-4801	Provena St. Mary's Hospital	2,200.70
98-CC-4805	Provena St. Mary's Hospital	206.05
98-CC-4806	Provena St. Mary's Hospital	391.81
98-CC-4807	Provena St. Mary's Hospital	3,420.26
98-CC-4812	Interventions	37,944.00
98-CC-4815	Psychodiagnostics, Ltd.	34,818.50
98-CC-4816	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4817	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4819	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4820	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4821	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4822	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4823	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4824	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4825	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4827	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4828	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4829	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4830	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4831	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4832	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4833	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4834	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815

98-CC-4835	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4836	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4837	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4838	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4839	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4840	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4841	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4842	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4843	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4844	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4845	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4846	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4847	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4849	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4850	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4851	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4852	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4853	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4854	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4855	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4856	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815

98-CC-4857	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4858	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4859	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4860	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4861	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4862	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4863	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4864	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4865	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4866	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4867	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4868	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4869	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4870	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4871	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4872	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4873	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4874	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4875	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4876	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4877	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815

98-CC-4878	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4879	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4880	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4881	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4882	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4883	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4884	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4885	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4886	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4887	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4888	Psychodiagnostics, Ltd.	Paid Through 98-CC-4815
98-CC-4954	Bell, Alice M.	3,181.13
98-CC-5054	Charles, Marilyn	10,000.00
98-CC-5074	Midwest Center of Youth	1,324.80
98-CC-5083	Gordon, Gloria	4,798.03
98-CC-5126	United Airlines, Inc.	316.00
98-CC-5185	Our Lady Gate of Heaven Pre-School	2,706.00
98-CC-5194	Neumann, Victor C., & Assoc.	9,975.00
98-CC-5195	Galiardo, Marguerite	2,850.00
98-CC-5233	Smith, Bobbi	2,003.40
98-CC-5234	Negron, Sylvia	1,345.06
99-CC-0002	Illinois Bell d/b/a Ameritech Illinois	1,155.37
99-CC-0041	Safe Group Care of Illinois	8,543.64
99-CC-0070	Willowglen Academy, Inc.	67,298.16
99-CC-0121	Memorial Medical Center	778.62
99-CC-0122	Charter Manatee Palms CBHS	56,358.51
99-CC-0140	Northwest Orthopaedic Assoc., Ltd.	249.00
99-CC-0154	Addus Healthcare, Inc.	274.00
99-CC-0155	Addus Healthcare, Inc.	12.00
99-CC-0156	Addus Healthcare, Inc.	149.00

99-CC-0159	Addus Healthcare, Inc.	5.00
99-CC-0160	Addus Healthcare, Inc.	27.00
99-CC-0162	Olshansky, Alla	558.00
99-CC-0165	Community Resource & Counseling Center	1,415.56
99-CC-0170	Exceptional Developmental Institute, Inc.	2,898.20
99-CC-0176	Working Class Uniforms	227.96
99-CC-0179	Tepper Electric Supply Co.	627.85
99-CC-0183	Trycenter, Inc.	7,637.74
99-CC-0193	Bergland, Katherine	727.38
99-CC-0205	St. Mary's Hospital	65.25
99-CC-0208	Diagnostic Services Associates, Ltd.	21,085.00
99-CC-0209	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0210	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0211	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0212	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0213	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0214	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0215	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0216	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0217	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0218	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0219	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0220	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0221	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0222	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0223	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208

99-CC-0224	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0225	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0226	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0227	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0228	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0229	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0230	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0231	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0232	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0233	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0234	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0235	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0236	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0237	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0238	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0239	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0240	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0241	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0242	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0243	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0244	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208

99-CC-0245	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0246	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0247	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0248	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0249	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0250	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0251	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0252	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0253	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0254	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0255	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0256	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0257	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0258	Diagnostic Services Associates, Ltd.	Paid Through 99-CC-0208
99-CC-0261	Office Depot	2,532.74
99-CC-0263	Office Depot	3,864.87
99-CC-0270	Familycare of Illinois	42.42
99-CC-0271	Familycare of Illinois	4,082.27
99-CC-0276	Clarinda Academy	23,596.00
99-CC-0277	Clarinda Academy	3,190.20
99-CC-0279	Clarinda Academy	26,160.00
99-CC-0308	Northeastern Illinois University	5,512.80
99-CC-0315	Circle Family Care	47,596.27
99-CC-0317	Circle Family Care	Paid Through 99-CC-0315
99-CC-0318	Circle Family Care	Paid Through 99-CC-0315

99-CC-0319	Circle Family Care	Paid Through 99-CC-0315
99-CC-0338	Glenn, Theresa	10,965.01
99-CC-0404	Illinois, University of, Academic Outreach	5,300.00
99-CC-0410	Swedish American Hospital	104.00
99-CC-0423	Gelbort, Michael M., Ph.D.	550.00
99-CC-0438	Lutheran Social Services of Illinois	2,071.86
99-CC-0440	Lutheran Social Services of Illinois	30,924.00
99-CC-0441	Lutheran Social Services of Illinois	4,532.17
99-CC-0442	Lutheran Social Services of Illinois	17,679.77
99-CC-0443	Lutheran Social Services of Illinois	Paid Through 99-CC-0441
99-CC-0445	Lutheran Social Services of Illinois	Paid Through 99-CC-0441
99-CC-0446	Lutheran Social Services of Illinois	Paid Through 99-CC-0442
99-CC-0448	Lutheran Social Services of Illinois	Paid Through 99-CC-0441
99-CC-0449	Lutheran Social Services of Illinois	Paid Through 99-CC-0441
99-CC-0450	Lutheran Social Services of Illinois	4,953.76
99-CC-0457	Triad Investment, Inc.	514.64
99-CC-0461	CNS of DuPage	1,365.00
99-CC-0465	Huskisson, Arthur A.	80.00
99-CC-0472	Clark, Jim	179.85
99-CC-0474	Peters, Lori K.	32.40
99-CC-0475	MacMurray College	500.00
99-CC-0484	Austin, V. James	98.99
99-CC-0488	Scheetz, George H.	273.07
99-CC-0496	Handren, Judy K.	75.64
99-CC-0497	Kaskaskia College	1,313.40
99-CC-0499	Immke, Dora L.	13.80
99-CC-0501	R & H Farm Supply, Inc.	182.75
99-CC-0502	Human Services, Department of	24.89
99-CC-0503	Community Counseling Center of Northern Madison County	725.22
99-CC-0505	Western Illinois University	718.28
99-CC-0511	Tracy, Peter	249.08
99-CC-0518	Trinity Christian College	901.00
99-CC-0520	Illinois Blueprint Corp.	123.56
99-CC-0528	Lutheran Social Services of Illinois	24,667.53

99-CC-0530	Lutheran Social Services of Illinois	Paid Through 99-CC-0528
99-CC-0531	Lutheran Social Services of Illinois	Paid Through 99-CC-0528
99-CC-0538	Ultramar Diamond Shamrock	28.46
99-CC-0539	Egyptian Health Dept.	16,000.00
99-CC-0548	Family Counseling Center, Inc.	1,925.00
99-CC-0554	Shell Oil Co.	471.78
99-CC-0556	Shell Oil Co.	589.34
99-CC-0562	Richland Community College	605.00
99-CC-0569	Roche Biomedical Laboratories, Inc.; Dept. of Paternity Evaluation	12,196.00
99-CC-0571	Associates Capital Bank	15.21
99-CC-0584	Clinical Diagnostic Systems	600.00
99-CC-0586	McLean County Board of Health	4,962.75
99-CC-0592	Novell, Inc.	1,586.34
99-CC-0594	Novell, Inc.	307.20
99-CC-0596	Novell, Inc.	4,317.79
99-CC-0597	Novell, Inc.	2,160.00
99-CC-0600	Novell, Inc.	2,000.00
99-CC-0602	Novell, Inc.	200.00
99-CC-0603	Novell, Inc.	50.00
99-CC-0607	Novell, Inc.	62.00
99-CC-0608	Novell, Inc.	3,755.25
99-CC-0609	Encyclopaedia Britannica, Inc.	30,173.00
99-CC-0612	Peoria Association for Retarded Citizens, Inc.	17,575.69
99-CC-0613	Walker, Kenneth	2,385.48
99-CC-0617	Everson, Judith	900.00
99-CC-0619	Urbanek, David J.	217.69
99-CC-0626	Catholic Charities of Archdiocese of Chicago	56.10
99-CC-0629	Lutheran Social Services of Illinois	4,270.66
99-CC-0630	Lutheran Social Services of Illinois	175.03
99-CC-0633	Lutheran Social Services of Illinois	Paid Through 99-CC-0442
99-CC-0636	Lutheran Social Services of Illinois	Paid Through 99-CC-0528
99-CC-0638	Lutheran Social Services of Illinois	Paid Through 99-CC-0442
99-CC-0639	Lutheran Social Services of Illinois	Paid Through 99-CC-0630
99-CC-0640	Lutheran Social Services of Illinois	Paid Through 99-CC-0630

99-CC-0647	Livingston County Health Dept.	1,236.72
99-CC-0648	Stephens, Richard	395.50
99-CC-0654	Johnson County DHS	3.99
99-CC-0655	Lutheran Social Services of Wisconsin & Upper Michigan, Inc.; Home Youth and Family Programs	34,137.32
99-CC-0656	Rockford Surgical Services, S.C.	82.00
99-CC-0660	Park Ridge Youth Campus	4,065.10
99-CC-0661	White, Rosie M.	832.50
99-CC-0662	White, Rosie M.	Paid Through 99-CC-0661
99-CC-0664	Associates Capital Bank	63.70
99-CC-0674	Ion Track Instruments	257.89
99-CC-0680	Computerland	9,796.00
99-CC-0681	Computerland	1,992.00
99-CC-0682	Computerland	1,371.00
99-CC-0693	Sago, Mattie L.	557.00
99-CC-0702	Early Learning Foundations	724.92
99-CC-0703	Carriker, Joseph E.	361.00
99-CC-0714	Springfield Electric Supply Co.	315.71
99-CC-0717	Menger Hotel	282.00
99-CC-0718	Illini Supply, Inc.	4,903.92
99-CC-0720	Opus Communications	85.00
99-CC-0721	Kelly, William A.	92.30
99-CC-0732	Loyola University of Chicago	58,710.00
99-CC-0733	Computerland	1,225.00
99-CC-0734	Computerland	17,607.30
99-CC-0735	Computerland	2,235.00
99-CC-0737	Computerland	4,355.00
99-CC-0746	Threlkeld, John	510.00
99-CC-0752	County Office Products, Inc.	72.00
99-CC-0753	Cobblestone Rehabilitation, Ltd.	300.00
99-CC-0754	Coke, Tricia	127.00
99-CC-0773	Human Services, Department of–Lee County	10.20
99-CC-0774	YMCA of Metropolitan Chicago	2,839.44
99-CC-0780	Western Illinois University	422.10
99-CC-0781	Carle Clinic Association	25,961.71
99-CC-0790	Record Systems, Inc.	412.59
99-CC-0794	St. Mary's Hospital	85.99
99-CC-0795	St. Mary's Hospital	120.20
99-CC-0796	St. Mary's Hospital	299.74

99-CC-0809	Illinois Department of Human Services	35.94
99-CC-0817	Associates National Bank	33.00
99-CC-0818	Malhotra, Urmil	86.00
99-CC-0822	Massac County Mental Health & Family Counseling Center, Inc.	1,517.27
99-CC-0825	Computerland	1,669.00
99-CC-0826	Computerland	1,274.00
99-CC-0830	Richardson, Cherry L.	704.00
99-CC-0839	MacMurray College	1,740.00
99-CC-0846	Great Lakes Aviation, Ltd.	173.00
99-CC-0848	Shell Oil Co	14.25
99-CC-0849	Shell Oil Co.	41.28
99-CC-0850	Community Counseling Center of Northern Madison County	327.71
99-CC-0856	Firman Community Services	18,738.00
99-CC-0857	Firman Community Services	Paid Through 99-CC-0856
99-CC-0858	Firman Community Services	Paid Through 99-CC-0856
99-CC-0859	Firman Community Services	Paid Through 99-CC-0856
99-CC-0860	O'Herron, Ray, Co.	64.95
99-CC-0866	Ashland, Inc.	129.04
99-CC-0868	Shell Oil Co.	100.24
99-CC-0871	Western Illinois Managed Home Services	217.85
99-CC-0872	Western Illinois Managed Home Services	104.00
99-CC-0873	Western Illinois Managed Home Services	303.00
99-CC-0874	Western Illinois Managed Home Services	113.00
99-CC-0875	Western Illinois Managed Home Services	24.27
99-CC-0877	Commercial Recovery Corp.	150.00
99-CC-0881	Iroquois Mental Health Center	132.46
99-CC-0883	Shelby County Community Services	28.30
99-CC-0885	Lutheran Social Services of Illinois	Paid Through 99-CC-0630
99-CC-0887	Lutheran Social Services of Illinois	Paid Through 99-CC-0630
99-CC-0888	Lutheran Social Services of Illinois	Paid Through 99-CC-0528
99-CC-0889	Lutheran Social Services of Illinois	28,407.09
99-CC-0890	Lutheran Social Services of Illinois	Paid Through 99-CC-0442

99-CC-0910	Natural Resources, Department of	49.50
99-CC-0911	Crittenton Care & Counseling Center	5,550.00
99-CC-0912	Imperial Tutoring	164.00
99-CC-0913	Norris, Neal E.	119.25
99-CC-0914	Berkowitz, Morton, Dr.	452.00
99-CC-0917	Kindercare Learning Center #983	690.40
99-CC-0919	Kindercare Learning Center #0929	569.60
99-CC-0925	Texaco Credit Card	153.43
99-CC-0928	Bates, Fanetta	960.00
99-CC-0935	McLean County Board of Health	1,300.00
99-CC-0936	Willman, Gerald	145.55
99-CC-0938	Delta Center, Inc.	504.07
99-CC-0939	Association for Retarded Citizens	750.00
99-CC-0942	Shell Oil Co.	155.00
99-CC-0944	Shell Oil Co.	46.77
99-CC-0953	Fisher Scientific Co. LLC	2,185.50
99-CC-0963	Lutheran Social Services of Illinois	Paid Through 99-CC-0528
99-CC-0964	Lutheran Social Services of Illinois	3,701.38
99-CC-0967	A & C Press Maintenance, Inc.	870.60
99-CC-0982	Johnson, Audrey A.	137.50
99-CC-0987	Brooks, Roselyn D.	394.00
99-CC-0988	Shelby County Community Services	6.38
99-CC-0998	Lutheran Social Services of Illinois	Paid Through 99-CC-0528
99-CC-1000	Lutheran Social Services of Illinois	3,687.88
99-CC-1014	Kelly Temporary Services	1,632.00
99-CC-1028	Biotech Laboratory	336.60
99-CC-1029	Audiologic Services	395.00
99-CC-1033	Templin, Kris	120.00
99-CC-1034	Acorn Granite & Marble	20,628.00
99-CC-1035	Lutheran Social Services of Illinois	Paid Through 99-CC-1000
99-CC-1036	Lutheran Social Services of Illinois	Paid Through 99-CC-1000
99-CC-1040	Lutheran Social Services of Illinois	Paid Through 99-CC-1000
99-CC-1041	Fisher Scientific Co. LLC	196.88
99-CC-1042	Associates Capital Bank	14.34
99-CC-1045	Methodist Medical Center	149.92
99-CC-1046	Methodist Medical Center	194.00

99-CC-1056	Associates Capital Bank	106.35
99-CC-1060	Lutheran Social Services of Illinois	Paid Through 99-CC-1000
99-CC-1061	Lutheran Social Services of Illinois	Paid Through 99-CC-1000
99-CC-1063	St. Joseph's Carondelet Child Center	8,789.06
99-CC-1065	Halm Electrical Contractors, Inc	2,034.60
99-CC-1066	Merano, Scott	18.60
99-CC-1079	Geriatric Consultants & Care Managers, Inc.	284.37
99-CC-1085	Abernathy, Carole C.	334.64
99-CC-1093	Estes, Chad C.	55.18
99-CC-1098	Leeda Services	4,334.40
99-CC-1099	Federal Highway Administration	1,081.10
99-CC-1106	Area Wide Reporting d/b/a Paulson Reporters, Ltd.	174.40
99-CC-1108	Illinois Correctional Industries	1,980.00
99-CC-1109	Illinois Correctional Industries	1,050.00
99-CC-1110	Illinois Correctional Industries	4,133.80
99-CC-1113	Niles Township Sheltered Workshop	123.94
99-CC-1115	Illinois Rural Electric Cooperative	5,317.48
99-CC-1118	Historic Preservation Agency	236.32
99-CC-1129	Colorado Boys Ranch	48,387.08
99-CC-1132	Marathon Ashland Petroleum LLC	56.15
99-CC-1133	Marathon Ashland Petroleum LLC	18.69
99-CC-1134	Marathon Ashland Petroleum LLC	84.61
99-CC-1136	Correctional Industries	181.50
99-CC-1138	Correctional Industries	1,396.50
99-CC-1139	Correctional Industries	104.37
99-CC-1140	Niles, Ada S., Adult Day Care	703.73
99-CC-1141	Youth Service Bureau of Illinois Valley	5,342.76
99-CC-1146	St. Mary's Hospital	61.84
99-CC-1147	St. Mary's Hospital	54.82
99-CC-1148	St. Mary's Hospital	190.61
99-CC-1149	St. Mary's Hospital	61.84
99-CC-1150	St. Mary's Hospital	136.69
99-CC-1152	Computerland	2,685.00
99-CC-1153	Computerland	2,014.00
99-CC-1159	St. Mary's Hospital	859.30
99-CC-1160	St. Mary's Hospital	73.85
99-CC-1161	St. Mary's Hospital	231.01
99-CC-1166	Marathon Ashland Petroleum LLC	11.67

99-CC-1170	St. Mary's Hospital	469.40
99-CC-1174	Nelson, Carl P.	248.00
99-CC-1186	Cagnoni Development	15,187.29
99-CC-1187	Computerland	1,609.00
99-CC-1192	Brunk, Glenn Stationers	104.22
99-CC-1202	Smith Restaurant Supply Co.	97.34
99-CC-1205	Langston, Keith	1,530.00
99-CC-1209	Illinois, University of, at Urbana/Champaign	1,103.00
99-CC-1212	Associates Capital Bank	11.26
99-CC-1217	Ikon Office Solutions	695.00
99-CC-1236	Southern Illinois University	8,438.63
99-CC-1237	Southern Illinois University	229.28
99-CC-1238	Southern Illinois University	431.91
99-CC-1239	Southern Illinois University	502.00
99-CC-1240	Southern Illinois University	5,109.74
99-CC-1241	Southern Illinois University	8,698.56
99-CC-1251	Enabling Technologies Co.	20,235.70
99-CC-1252	Enabling Technologies Co.	9,995.00
99-CC-1256	Allendale Association	14,703.60
99-CC-1262	Unique Computer	118.84
99-CC-1267	O'Herron, Ray, Co.	258.70
99-CC-1270	Pyramid Films Corp.	5,915.00
99-CC-1272	Catholic Charities of Chicago	7,231.93
99-CC-1273	Lutheran Child & Family Services of Illinois	15,479.75
99-CC-1275	Amburgey, Lucille	293.76
99-CC-1282	McHenry County Mental Health Board	465.63
99-CC-1283	Maloney, Rita	167.40
99-CC-1293	Lincoln College	2,060.00
99-CC-1294	Residential Options	35.37
99-CC-1296	Illinois Department of Public Aid	57.61
99-CC-1299	Gunter's Services, Inc. d/b/a Armor Equipment	252.00
99-CC-1304	Sleezer, Norman C., Youth Home	84.77
99-CC-1306	HHM Emergency Services	261.00
99-CC-1308	Cassidy, Cynthia, MA, LCPC, CCJS	300.00
99-CC-1309	Nexus, Inc.; Indian Oaks Academy	16,778.85
99-CC-1312	Sleezer, Norman C., Youth Home	Paid Through 99-CC-1304
99-CC-1313	Sleezer, Norman C., Youth Home	Paid Through 99-CC-1304
99-CC-1314	Sleezer, Norman C., Youth Home	Paid Through 99-CC-1304

99-CC-1329	Gilmore-Miller, Zeola	357.25
99-CC-1332	Nester Property Management	4,591.40
99-CC-1335	Computerland	8,259.30
99-CC-1336	Computerland	259.00
99-CC-1337	Western Illinois University	536.80
99-CC-1340	St. Mary's Hospial	421.77
99-CC-1341	St. Mary's Hospital	106.00
99-CC-1344	Family Life Consultant's Office	262.50
99-CC-1346	Smith, Joyce A.	253.50
99-CC-1347	Stephens, Cheryl L	27.28
99-CC-1349	Apria Healthcare	18.71
99-CC-1350	Apria Healthcare	102.45
99-CC-1353	Fry, Luann S.	18.40
99-CC-1354	Zaagman, Candace L.	59.40
99-CC-1356	Walker, Robert	137.50
99-CC-1373	Wiley, Yountanja	209.68
99-CC-1374	Taylor, Robert E.	81.31
99-CC-1384	Patel, Subhash, M.D.	131.25
99-CC-1385	Fisher, Rhonda, CSR	5,624.50
99-CC-1386	Childress, Pearl M.	150.00
99-CC-1390	Shell Oil Co.	38.17
99-CC-1405	Ruyle Corp.	1,326.33
99-CC-1407	Marathon Ashland Petroleum LLC	15.90
99-CC-1410	Our World Child Care & Adult Day Services	3,576.17
99-CC-1413	Wexford Health Sources	1,110.00
99-CC-1414	Wexford Health Sources	2,835.38
99-CC-1415	Wexford Health Sources	38.50
99-CC-1416	Wexford Health Sources	2,511.65
99-CC-1420	Brown County Health Dept.	814.67
99-CC-1426	Senior Adult Services	9,101.45
99-CC-1430	Greco Sales, Inc.	717.12
99-CC-1431	King Technology, Inc.	925.00
99-CC-1436	Mobil Credit Finance Corp.	48.31
99-CC-1441	Menard County Health Dept.	2,682.41
99-CC-1444	Abdallah, Azzam	124.72
99-CC-1447	Audio Visual Alternatives	5,405.00
99-CC-1456	Mobil Credit Finance Corp.	22.64
99-CC-1458	Mobil Credit Finance Corp.	2,204.49
99-CC-1461	Landry, Roberta	3,444.73
99-CC-1462	Git-N-Go Convenience Stores, Inc.	33.96
99-CC-1465	Excelsior Youth Centers, Inc.	2,447.45

99-CC-1466	Computerland	6,750.00
99-CC-1467	Computerland	186.00
99-CC-1473	Mobil Credit Finance Corp.	226.28
99-CC-1474	Mobil Credit Finance Corp.	86.86
99-CC-1479	Will County Health Dept.	23,961.39
99-CC-1481	Stricklin, Jessica	660.00
99-CC-1489	Mepa L.L.C.	111.59
99-CC-1494	JB Battle Uniform Co.	2,034.00
99-CC-1496	Suits, Debbie	102.00
99-CC-1498	Grundy County Health Dept.	494.26
99-CC-1501	Habtes, Fee F.	436.00
99-CC-1504	Croegaert, Amy S.	1,398.00
99-CC-1509	Cammack Children's Center, Inc.	9,302.11
99-CC-1515	German, Melissa E.	132.46
99-CC-1516	Hotze, Joe, Ford, Inc.	19,688.00
99-CC-1518	Illinois Bell d/b/a Ameritech Illinois	4,516.13
99-CC-1519	Williams, Gail	255.00
99-CC-1527	Sound & Stagecraft, Inc.	86.80
99-CC-1529	Corl, Cathy	210.20
99-CC-1531	Franklin-Williamson Bi-County Health Dept.	12,248.26
99-CC-1533	Coles County Public Health Dept.	3,492.52
99-CC-1535	Lutheran Child & Family Services of Illinois	2,875.63
99-CC-1551	Associates Capital Bank	1,374.31
99-CC-1555	Associates Capital Bank	213.02
99-CC-1559	Office Depot	546.00
99-CC-1560	Office Depot	4,418.47
99-CC-1562	Office Depot	462.48
99-CC-1565	BP Oil Co.	39.55
99-CC-1568	Catellani, Constance	2,163.96
99-CC-1571	Catellani, Constance	Paid Through 99-CC-1568
99-CC-1575	Catellani, Constance	Paid Through 99-CC-1568
99-CC-1577	Alternatives for the Older Adult	9,904.02
99-CC-1579	Lexis-Nexis	45.75
99-CC-1580	Lexis-Nexis	140.61
99-CC-1581	Bond County Health Dept.	1,577.88
99-CC-1585	St. Mary's Hospital	91.00
99-CC-1587	St. Mary's Hospital	56.05
99-CC-1588	Hilton Springfield	1,582.50
99-CC-1591	Illinois, University of, at Chicago	83,888.05

99-CC-1593	Hilton Springfield	55.00
99-CC-1596	Omni Youth Services, Inc.	5,119.00
99-CC-1597	Young, Robert, Center for Community Mental Health	79,297.65
99-CC-1601	St. Mary's Hospital	138.35
99-CC-1603	Randolph County Coroner	895.00
99-CC-1608	Vantrease, E. Kyle	21.08
99-CC-1610	Cummings, Lynne Beth	310.00
99-CC-1611	Forest Health System of Illinois, Inc. d/b/a Lovellton Academy	48,765.07
99-CC-1616	Cronin, Mary M.	18.00
99-CC-1620	Correctional Industries	13,911.84
99-CC-1622	Correctional Industries	16,363.20
99-CC-1624	Thrall Distribution, Inc.	108.16
99-CC-1626	Thrall Distribution, Inc.	197.81
99-CC-1630	Moore, Linda	592.00
99-CC-1634	Thrall Distribution, Inc.	1,011.30
99-CC-1637	Turner, Rita	255.00
99-CC-1644	Swedish American Hospital	112.00
99-CC-1647	Brooks, Tina M.	90.00
99-CC-1651	Morgan County Health Dept.	2,802.90
99-CC-1653	Greene County Health Dept.	1,441.00
99-CC-1658	Mid-America Truck & Equipment Co.	1,687.36
99-CC-1663	Associates Capital Bank	27.48
99-CC-1667	Clark, James C.	1,004.95
99-CC-1672	Logan County Health Dept.	287.52
99-CC-1678	NAPA Auto Parts of Sparta	180.76
99-CC-1680	Sanders, Kristy S.	425.60
99-CC-1685	Hilton Springfield	253.95
99-CC-1686	Kane County Health Dept.	2,384.51
99-CC-1689	Paxtons, Inc.	2,150.00
99-CC-1692	Pittsfield, City of	10,183.50
99-CC-1696	Illinois Bell d/b/a Ameritech Illinois	3,320.60
99-CC-1704	San Marcos Treatment Center	1,242.30
99-CC-1705	Adams County Mental Health Center d/b/a Transitions of Western Illinois	1,194.45
99-CC-1710	Memorial Medical Center	786.38
99-CC-1712	Associates Capital Bank	27.16
99-CC-1713	State Fire Marshal, Office of	100.00
99-CC-1723	Illinois Association of Community Care Program Homecare Providers	16,950.00

99-CC-1732	BP Oil Co.	212.71
99-CC-1745	Orr, Wilena	1,903.89
99-CC-1751	BP Oil Co.	118.03
99-CC-1752	Clay, Charles B.	193.32
99-CC-1756	Central Illinois Trucks, Inc.	58,276.10
99-CC-1759	Little Red Wagon, Inc.	391.16
99-CC-1760	Shore Community Services, Inc.	38.97
99-CC-1762	Challenge Unlimited, Inc.	262.95
99-CC-1774	Riippi, Adrianne	303.18
99-CC-1775	Starvin Artist Supply	148.84
99-CC-1783	Great Lakes Psychological Services	2,676.25
99-CC-1789	Aunt Martha's Youth Service Center, Inc.	7,927.96
99-CC-1793	Charter Manatee Palms CBHS	2,420.00
99-CC-1800	Lutheran Social Services of Illinois	9,807.00
99-CC-1803	Lutheran Social Services of Illinois	Paid Through 99-CC-1000
99-CC-1812	Cass County Mental Health Assn.	3,915.60
99-CC-1813	Tweedy, Richard L.	537.60
99-CC-1814	Doyle, Sharon R.	558.00
99-CC-1820	Safeway Chemical Transport, Inc.	530.00
99-CC-1822	Children's Place Association	42,317.28
99-CC-1824	Gareda Diversified Business Services, Inc.	31,101.59
99-CC-1836	Vermilion County Treasurer	5,000.00
99-CC-1842	St. Mary's Hospital	56.69
99-CC-1848	Immke, Dora L.	96.72
99-CC-1857	Lutheran Social Services of Illinois	2,409.48
99-CC-1859	Lutheran Social Services of Illinois	Paid Through 99-CC-1800
99-CC-1864	Mobil Credit Finance Corp.	839.47
99-CC-1870	Swedish American Hospital	68.70
99-CC-1871	Swedish American Hospital	358.00
99-CC-1875	Burlington Coat Factory	457.39
99-CC-1877	Tivers, Rick, & Associates	285.00
99-CC-1882	Straesser, Sandra S.	188.48
99-CC-1886	Beath, Sheila	87.69
99-CC-1889	Child Study Center	550.00
99-CC-1893	Interventions	47,699.55
99-CC-1894	Interventions	Paid Through 99-CC-1893
99-CC-1895	Interventions	Paid Through 99-CC-1893

99-CC-1897	Maple Lawn Homes Total Living Care	124.38
99-CC-1906	Midwest Lube, Inc.	13,956.65
99-CC-1908	Record Systems, Inc.	337.50
99-CC-1914	Pike County Health Dept.	13,549.05
99-CC-1917	Residential Options	19.71
99-CC-1918	Alexander, Brenda	125.00
99-CC-1921	Ilhop, Inc. d/b/a Chicago Staffing Services	11,809.67
99-CC-1926	Eads, Bryan J.	281.48
99-CC-1935	Comsys I.T.S.	1,278.75
99-CC-1936	Kertesz, Magda	3.00
99-CC-1939	Community Counseling Center of Northern Madison County	2,299.86
99-CC-1940	Marathon Ashland Petroleum LLC	49.62
99-CC-1947	Illinois Dept. of Public Aid	30.38
99-CC-1951	Catholic Home Care Home Services	3,873.95
99-CC-1954	Shaughnessy, William	32.60
99-CC-1955	Danish, Frank J.	45.17
99-CC-1959	Woodward, Mildred	239.00
99-CC-1966	Cape Radiology Group	217.00
99-CC-1970	Whiteside County Court Services	1,050.00
99-CC-1973	Mosby, Inc.	139.38
99-CC-1974	Fischer Crane Co.	4,819.89
99-CC-1977	Evans & Evans Counseling & Consulting Services	11,721.25
99-CC-1980	Hojnacki, Irene J., Dr.	3,039.00
99-CC-1982	Loyola University	248,562.50
99-CC-1992	Memorial Medical Center	1,906.40
99-CC-1997	National Propane Corp.	344.99
99-CC-1999	Shelby County Community Services	119.56
99-CC-2004	Exceptional Developmental Institute, Inc.	1,047.98
99-CC-2005	Darter/Unisource	2,446.82
99-CC-2010	Applied Psychological Services, Inc.	200.00
99-CC-2011	DRL Associates	148.50
99-CC-2012	Exceptional Developmental Institute, Inc.	1,332.73
99-CC-2013	Creative Child Care Kiddy Kabby	990.00
99-CC-2016	Gateway Foundation, Inc.	8,239.00
99-CC-2017	Correctional Industries	301.00
99-CC-2018	Correctional Industries	14.95
99-CC-2022	Hamilton County Health Dept.	2,201.81
99-CC-2030	Fairburn, Richard E.	277.96
99-CC-2033	Henke Manufacturing Corp.	26.78

99-CC-2034	Computerland	470.00
99-CC-2035	Marathon Ashland Petroleum LLC	122.23
99-CC-2036	Marathon Ashland Petroleum LLC	14.88
99-CC-2037	Green Hills Council of Girl Scouts, Inc.	80.00
99-CC-2045	Wexford Health Sources	5,627.00
99-CC-2046	Hinde, Sara J.	27.60
99-CC-2047	St. Clair County Health Dept.	8,454.13
99-CC-2048	Henson Robinson Co.	308.40
99-CC-2053	Kotrba, Lisa, & Associates, Ltd.	81.70
99-CC-2054	Watson, Diana	600.00
99-CC-2056	Associates Capital Bank	487.90
99-CC-2059	Darnell, Heather	593.60
99-CC-2060	Darnell, Heather	Paid Through 99-CC-2059
99-CC-2062	Jones, Claire	74.71
99-CC-2063	Golliday, Marchelle	301.63
99-CC-2064	Connelly, Suzanne F.	42.78
99-CC-2065	Association House of Chicago/ Child Welfare Division	13,099.26
99-CC-2066	Association House of Chicago/ Child Welfare Division	3,245.80
99-CC-2067	Karras, Peter, M.D.	205.00
99-CC-2069	PPCT, Inc.	76.00
99-CC-2072	Krueger International, Inc.	583.51
99-CC-2078	Association House of Chicago/ Child Welfare Division	4,625.35
99-CC-2079	Association House of Chicago/ Child Welfare Division	8,657.87
99-CC-2084	Medical Technical Placements	1,443.00
99-CC-2097	Prairie State College	102.00
99-CC-2098	Prairie State College	168.00
99-CC-2100	Alexander, Bobbie	203.50
99-CC-2107	Inner Arts, Inc.	1,950.00
99-CC-2108	Shaw, Marc	201.19
99-CC-2111	Mandel, Lipton & Stevenson, Ltd.	3,686.00
99-CC-2112	National Criminal Justice Reference Services	16.50
99-CC-2117	Catholic Charities of Archdiocese of Chicago	640.01
99-CC-2118	Catholic Charities of Archdiocese of Chicago	Paid Through 99-CC-2117

99-CC-2119	Catholic Charities of Archdiocese of Chicago	Paid Through 99-CC-2117
99-CC-2120	Catholic Charities of Archdiocese of Chicago	Paid Through 99-CC-2117
99-CC-2121	Catholic Charities of Archdiocese of Chicago	Paid Through 99-CC-2117
99-CC-2122	Catholic Charities of Archdiocese of Chicago	Paid Through 99-CC-2117
99-CC-2123	Catholic Charities of Archdiocese of Chicago	Paid Through 99-CC-2117
99-CC-2124	Catholic Charities of Archdiocese of Chicago	Paid Through 99-CC-2117
99-CC-2127	Brown County Mental Health Center	12,180.00
99-CC-2129	Canas, Edna	351.00
99-CC-2133	Bellessa Auto Plaza	31.50
99-CC-2135	Eggleston, Scott	145.00
99-CC-2136	Bursa, Susan E.	103.50
99-CC-2138	American Printing House for the Blind, Inc.	737.50
99-CC-2142	Northeastern Illinois University	306.45
99-CC-2144	Memorial Medical Center	2,741.15
99-CC-2145	Memorial Medical Center	230.00
99-CC-2146	Memorial Medical Center	531.84
99-CC-2149	Shorewood Home & Auto	969.23
99-CC-2150	Shorewood Home & Auto	2,327.54
99-CC-2157	Immke, Dora L.	28.18
99-CC-2161	Community Counseling Center of Northern Madison County	5,920.40
99-CC-2165	Catholic Charities, Diocese of Rockford	97.50
99-CC-2170	Catholic Charities, Diocese of Rockford	116.00
99-CC-2173	Community Sanitation	150.00
99-CC-2174	L&L Mechanical, Div. of EEI Holding Co.	796.00
99-CC-2177	Hancock/McDonough Regional Office of Education #26	704.50
99-CC-2184	Antioch Group	450.00
99-CC-2200	Associates Capital Bank	72.49

99-CC-2201	Moehle, Smith, Nieman, Hanson, Hahn, P.C.	793.80
99-CC-2203	Provena St. Therese Medical Center	1,660.74
99-CC-2205	Wigit's Truck Service	286.33
99-CC-2208	Vermilion County Health Dept.	13,054.47
99-CC-2209	Ikon Office Solutions	679.17
99-CC-2217	Germany, Irene	469.00
99-CC-2219	Springfield Lodging, Inc. d/b/a Comfort Suites	215.60
99-CC-2222	Peplinski, Diane	34.26
99-CC-2227	Cook, County of	736,954.00
99-CC-2228	Marion Lodgings, Inc. d/b/a Comfort Suites	59.94
99-CC-2229	Marion Lodgings, Inc. d/b/a Comfort Suites	65.49
99-CC-2230	Marion Lodgings, Inc. d/b/a Comfort Suites	59.94
99-CC-2231	Marion Lodgings, Inc. d/b/a Comfort Suites	54.39
99-CC-2233	Goldman Associates	147.24
99-CC-2240	CDS Office Technologies	12,890.00
99-CC-2243	CDS Office Technologies	9,750.00
99-CC-2245	CDS Office Technologies	18,706.00
99-CC-2247	CDS Office Technologies	6,354.00
99-CC-2248	CDS Office Technologies	199.00
99-CC-2252	Coleman Electrical Services, Inc.	567.00
99-CC-2255	Northfield Inn & Suites	107.80
99-CC-2256	Northfield Inn & Suites	174.88
99-CC-2265	Associated Court Reporters	50.00
99-CC-2266	Associated Court Reporters	667.40
99-CC-2267	Associated Court Reporters	1,608.70
99-CC-2268	Associated Court Reporters	50.00
99-CC-2272	Jewish Children's Bureau of Chicago	340.50
99-CC-2274	Holiday Inn Express	112.95
99-CC-2275	Holiday Inn Express	505.50
99-CC-2281	Wiley Office Furniture	60.90
99-CC-2286	Wiley Office Furniture	1,479.00
99-CC-2287	Wiley Office Furniture	3,375.00
99-CC-2288	Wiley Office Furniture	9,338.00
99-CC-2289	Lincoln Medical Center	45.00
99-CC-2290	Holiday Inn Express	388.50
99-CC-2301	Coles County Council on Aging, Inc.	496.00
99-CC-2302	Coles County Council on Aging, Inc.	99.76
99-CC-2303	Coles County Council on Aging, Inc.	143.00
99-CC-2304	Coles County Council on Aging, Inc.	35.35
99-CC-2305	Laser Innovations, Inc.	980.00
99-CC-2307	Extended Vision	5,130.40

99-CC-2310	Associates Capital Bank	28.05
99-CC-2311	Menard, Inc. d/b/a Menard's	306.34
99-CC-2312	McLernon, Jeanine H.	52.90
99-CC-2317	Apria Healthcare	18.71
99-CC-2331	Holiday Inn Express	230.88
99-CC-2332	Gray Personnel Services	3,395.65
99-CC-2336	Calhoun County Health Dept.	254.57
99-CC-2338	McMillen, R.D., Enterprises	543.08
99-CC-2341	Motorola, Inc.	797.35
99-CC-2342	Fuschillo, William R.	78.80
99-CC-2343	Fuschillo, William R.	21.83
99-CC-2346	Associated Court Reporters	233.20
99-CC-2348	Association House of Chicago	134,203.18
99-CC-2349	Eastman Kodak Co.	43,106.00
99-CC-2356	Lutheran Child & Family Services of Illinois	5,850.42
99-CC-2358	Bonnell-Pierce, Connie	303.36
99-CC-2362	Lutheran Child & Family Services of Illinois	1,696.31
99-CC-2366	Illinois Press Association	98.70
99-CC-2367	Cunney, Michael J.	78.40
99-CC-2371	Owens, Carolyn L., C.L.O., Psychological Services	1,250.00
99-CC-2372	Taylor, Greta	105.00
99-CC-2373	Taylor, Greta	Paid Through 99-CC-2372
99-CC-2378	Allendale Association	2,391.40
99-CC-2379	Old Dominion Freight Line, Inc	55.76
99-CC-2411	St. Mary's Hospital	624.30
99-CC-2412	St. Mary's Hospital	91.00
99-CC-2413	St. Mary's Hospital	72.19
99-CC-2414	St. Mary's Hospital	122.49
99-CC-2415	St. Mary's Hospital	380.00
99-CC-2416	St. Mary's Hospital	91.00
99-CC-2417	St. Mary's Hospital	88.90
99-CC-2418	St. Mary's Hospital	91.00
99-CC-2425	Daily Analytical Laboratories	138.00
99-CC-2426	Daily Analytical Laboratories	10.00
99-CC-2427	Daily Analytical Laboratories	80.00
99-CC-2428	MARC Center	7,993.80
99-CC-2432	Hicks, Willie Mae	911.60
99-CC-2433	Roche Diagnostic	2,487.50
99-CC-2434	Uniforms Manufacturing, Inc.	817.20

99-CC-2435	Union County Hospital District	119.25
99-CC-2439	BP Oil Co.	558.76
99-CC-2441	Ikon Office Solutions	44.29
99-CC-2442	Ikon Office Solutions	134.70
99-CC-2451	Chicago Consulting Physicians	1,524.00
99-CC-2454	R&H Farm Supply, Inc.	941.23
99-CC-2459	Chicago Consulting Physicians	15,571.50
99-CC-2460	Chicago Consulting Physicians	14,156.50
99-CC-2461	PSI of Illinois	2,400.00
99-CC-2462	PSI of Illinois	6,066.00
99-CC-2465	Illinois, University of, Board of Trustees	489.38
99-CC-2466	Illinois, University of, Board of Trustees	1,554.71
99-CC-2469	Illinois, University of, Board of Trustees	1,184.21
99-CC-2471	Brainard Law Offices	1,006.00
99-CC-2472	MOHA	50.00
99-CC-2473	MOHA	50.00
99-CC-2478	Youth Service Bureau	14,419.97
99-CC-2482	Kendall County Youth Service Board	8,546.16
99-CC-2487	O'Herron, Ray, Co.	44.90
99-CC-2488	O'Herron, Ray, Co.	216.40
99-CC-2489	O'Herron, Ray, Co.	258.03
99-CC-2490	O'Herron, Ray, Co.	64.50
99-CC-2493	Brahler Oil & Lube, Inc.	20.99
99-CC-2498	Associated St. James Radiologists	245.00
99-CC-2499	Associated St. James Radiologists	245.00
99-CC-2510	Welk, Nancy J.	115.83
99-CC-2514	Illinois, University of, Board of Trustees	54.49
99-CC-2516	Illinois, University of, Board of Trustees	123.70
99-CC-2519	Simplex	3,014.49
99-CC-2535	Interim Healthcare of Rockford, Inc.	1,257.75
99-CC-2536	Illinois, University of, Board of Trustees	4,170.01
99-CC-2546	Weinberg Community	10,324.00
99-CC-2547	Federal Express	1,836.82
99-CC-2554	Kelly Temporary Services	472.13
99-CC-2555	Kelly Temporary Services	183.15
99-CC-2556	Kelly Temporary Services	317.46
99-CC-2557	Kelly Temporary Services	87.51
99-CC-2573	Community College Dist. 508	227.50
99-CC-2588	Associates Capital Bank	1,807.78
99-CC-2589	Associates Capital Bank	17.18
99-CC-2590	Associates Capital Bank	401.38

99-CC-2591	Associates Capital Bank	116.55
99-CC-2592	C.L.O. Psychological Services, Ltd.	1,400.00
99-CC-2593	C.L.O. Psychological Services, Ltd.	2,050.00
99-CC-2594	C.L.O. Psychological Services, Ltd.	2,300.00
99-CC-2596	Hampton Inn	323.40
99-CC-2600	Razmus Wrecking & Excavating Co.	500.00
99-CC-2603	Harris, Deseree	350.00
99-CC-2605	Conder, Gary L.	556.39
99-CC-2606	Riverbend Physicians & Surgeons	80.55
99-CC-2620	Rolnik, Michael D.	126.00
99-CC-2624	Universal Reference Publications	89.25
99-CC-2626	Aunt Martha's Youth Service Center, Inc.	1,757.00
99-CC-2628	Gallagher & Brady	271.39
99-CC-2630	Community Counseling Center of Northern Madison County	985.42
99-CC-2631	Western Illinois Managed Home Services	133.00
99-CC-2632	Western Illinois Managed Home Services	167.77
99-CC-2636	Davis, Ollie V.	840.00
99-CC-2637	Davis, Annette	Paid Through 99-CC-2636
99-CC-2639	Springfield Psychological Center	468.26
99-CC-2641	Griffin-Payne, Benita	176.24
99-CC-2643	Carlock, Kris Alan	85.00
99-CC-2645	Marathon Ashland Petroleum LLC	18.50
99-CC-2646	Transcor America	632.11
99-CC-2647	Danville Area Community College	280.00
99-CC-2648	Addams, Jane, Inc.	27,356.85
99-CC-2650	Family Resources, Inc.	43,938.46
99-CC-2656	Nolen, Thomas H., D.P.M., P.C.	58.00
99-CC-2658	Dungarvin Illinois, Inc.	53,596.65
99-CC-2664	Krueger International, Inc.	740.39
99-CC-2668	Lutheran Child & Family Services of Illinois	8,563.14
99-CC-2671	Metropolitan Family Services	5,102.96
99-CC-2678	Interim Healthcare of Rockford, Inc.	627.25
99-CC-2681	Ellis, Denise	250.00
99-CC-2691	Catholic Charities, Diocese of Joliet	4,164.00
99-CC-2693	Family Service of Champaign County	7,351.00
99-CC-2694	Diners Club	2,196.00
99-CC-2702	Shell Oil Co.	341.76
99-CC-2703	Shell Oil Co.	314.00
99-CC-2706	Western Illinois University	121.01

99-CC-2707	Western Illinois University	264.90
99-CC-2714	Gorman, Nancy	1,300.00
99-CC-2719	M.A.B. Paints	416.70
99-CC-2721	Wexford Health Sources	512.39
99-CC-2722	Circuit Wide Reporting	66.00
99-CC-2726	Ikon Office Solutions	106.00
99-CC-2734	Peterson Plumbing, Inc.	480.26
99-CC-2739	Project Life Area Agency on Aging, Inc.	2,076.00
99-CC-2740	Fanning Oil Co.	43.73
99-CC-2742	Methodist Medical Center	612.77
99-CC-2743	Methodist Medical Center	13.36
99-CC-2744	Methodist Medical Center	123.99
99-CC-2745	Methodist Medical Center	283.50
99-CC-2746	Methodist Medical Center	27.95
99-CC-2747	Polovin, Andy	451.50
99-CC-2754	Glass Specialty Co.	231.14
99-CC-2755	Glass Specialty Co.	85.89
99-CC-2758	DuPage County Dept. of Human Resources	56.10
99-CC-2763	Madison County Detention Home	1,530.00
99-CC-2764	Seiple, Stephen W.	79.28
99-CC-2766	Brac Credit Corp.	137.91
99-CC-2773	Atlantic Financial & Management Services, Inc.	59.99
99-CC-2775	Associates Capital Bank	17.52
99-CC-2781	Perspectives, Ltd.	150.00
99-CC-2783	Lakeshore Learning Materials	3,890.54
99-CC-2789	West Main Motel d/b/a Comfort Inn	55.50
99-CC-2791	Fairfield Inn	133.50
99-CC-2793	Cardwell, Tom	36.48
99-CC-2794	Peoria Ear, Nose & Throat Group, S.C.	250.00
99-CC-2808	Roche Diagnostics Systems	497.50
99-CC-2809	Lutheran General Children's Daycare	6,434.00
99-CC-2810	Fox Valley Family YMCA	1,771.40
99-CC-2815	Backstein, Cynthia	152.00
99-CC-2816	SAS Institute, Inc.	725.00
99-CC-2817	Illinois Correctional Industries	319.00
99-CC-2818	Illinois Correctional Industries	4,650.00
99-CC-2819	Illinois Correctional Industries	4,057.00
99-CC-2820	Illinois Correctional Industries	4,202.00
99-CC-2825	Meridell Achievement Center	39,868.50
99-CC-2826	Slesinski, Bernadette	150.74
99-CC-2833	Community Care Systems, Inc.	3,309.00

99-CC-2834	Community Care Systems, Inc.	1,573.00
99-CC-2835	Community Care Systems, Inc.	241.00
99-CC-2836	Community Care Systems, Inc.	154.00
99-CC-2837	Community Care Systems, Inc.	927.00
99-CC-2839	Boyd, Scott	1,015.00
99-CC-2851	Fisher Scientific Co. LLC	184.86
99-CC-8255	Nelson, Frances, Community Health Center	167.30
99-CC-2857	Mobil Credit Finance Corp.	223.93
99-CC-2858	Mobil Credit Finance Corp.	624.51
99-CC-2859	Mobil Credit Finance Corp.	58.59
99-CC-2860	Mobil Credit Finance Corp.	203.09
99-CC-2861	Mobil Credit Finance Corp	47.92
99-CC-2862	Mobil Credit Finance Corp.	211.87
99-CC-2863	Mobil Credit Finance Corp.	271.02
99-CC-2864	Mobil Credit Finance Corp.	43.81
99-CC-2865	Mobil Credit Finance Corp.	61.98
99-CC-2866	Mobil Credit Finance Corp.	24.32
99-CC-2868	Mobil Credit Finance Corp.	186.09
99-CC-2879	Mobil Credit Finance Corp.	27.09
99-CC-2882	Mobil Credit Finance Corp.	415.73
99-CC-2884	Mathias, Ana Maria G.	1,167.40
99-CC-2888	Springfield Clinic	126.00
99-CC-2889	Klee, Kathryn A.	108.96
99-CC-2899	Morton Medical Associates, MMCI	477.00
99-CC-2901	Milgo Solutions, Inc.; Formerly Racal Datacom, Inc.	2,716.00
99-CC-2903	Fanning Oil Co.	17.00
99-CC-2906	Memorial Medical Center	131.10
99-CC-2907	Memorial Medical Center	131.10
99-CC-2908	Gathion, Frank	5,000.00
99-CC-2913	Kerr, R. C., & Associates	329.70
99-CC-2914	Barger, Clare E.	43.50
99-CC-2916	Illinois Eye Center, S.C.	250.00
99-CC-2919	Graybar Electric Co., Inc.	62.71
99-CC-2920	Graybar Electric Co., Inc.	334.29
99-CC-2923	Pearson, Danielle C.	1,540.00
99-CC-2925	Brac Credit Corp.	43.51
99-CC-2929	Salem Children's Home	3,044.70
99-CC-2931	Adams County Health Dept.	2,710.00
99-CC-2934	Gayles, Audrey	563.33
99-CC-2939	Hotze, Joe, Ford, Inc.	19,688.00

99-CC-2940	Hotze, Joe, Ford, Inc.	19,688.00
99-CC-2942	Hotze, Joe, Ford, Inc.	18,377.00
99-CC-2953	Kellner, M. J., Co.	1,585.70
99-CC-2963	Steve's Mobil, Inc.	5,597.26
99-CC-2964	Christ Hospital & Medical Center	4,625.11
99-CC-2966	Building Alternatives for Community Life, Inc.	305.83
99-CC-2969	Record Copy Service	49.75
99-CC-2970	Record Copy Service	761.60
99-CC-2975	Jewish Children's Bureau of Chicago	2,463.01
99-CC-2989	Moore, Louis C.	349.88
99-CC-2990	Moore, Louis C.	190.73
99-CC-2993	Pearson, Danielle C.	2,420.00
99-CC-2994	Jewish Children's Bureau of Chicago	128.45
99-CC-2995	Jewish Children's Bureau of Chicago	246.76
99-CC-2996	Jewish Children's Bureau of Chicago	212.81
99-CC-2999	Jewish Children's Bureau of Chicago	26,315.98
99-CC-3001	Jewish Children's Bureau of Chicago	141.62
99-CC-3002	Townsend, Lillie	1,526.60
99-CC-3004	L.G.E. Energy Marketing	22,260.48
99-CC-3011	Motorola, Inc.	716.85
99-CC-3012	Motorola, Inc.	278.20
99-CC-3013	Motorola, Inc.	278.20
99-CC-3014	Motorola, Inc.	432.21
99-CC-3015	Motorola, Inc.	600.85
99-CC-3018	Waters, Kathleen	174.08
99-CC-3019	Benson Creamery, Inc.	243.30
99-CC-3024	St. Mary's Hospital	262.90
99-CC-3027	Lewis, Daisy M.	4,335.00
99-CC-3040	Jiffy Lube/AFMS	31.98
99-CC-3044	Richland Radiology, Ltd.	45.00
99-CC-3049	Tri-County Stanley Steemer	100.44
99-CC-3055	Corkill Electric Service Co.	70.00
99-CC-3060	Linden Oaks Hospital	19,597.72
99-CC-3067	Interim Court Reporting	157.90
99-CC-3073	Effingham County Health Dept.	1,400.00
99-CC-3075	Smith, Don, Paint & Wallpaper	719.29
99-CC-3084	East State Street Law Office	700.00
99-CC-3086	Concurrent Computer Corp.	10,410.61
99-CC-3087	Jo Daviess Workshop, Inc.	7,794.96
99-CC-3089	S & K Chevrolet	17,979.33
99-CC-3092	All Star Towing	220.00

99-CC-3097	Rend Lake Resort	1,732.24
99-CC-3101	Southern Illinois University	225.00
99-CC-3102	Rosecrance of Alpine	7,900.00
99-CC-3103	Meet & Eat	126.00
99-CC-3104	Wickens, Karen	491.00
99-CC-3105	Corn Belt FS, Inc.	275.50
99-CC-3114	Doering, Rich	43.43
99-CC-3117	Psychology Clinic	700.00
99-CC-3118	Psychology Clinic	2,128.00
99-CC-3119	Fleming-Reed, Elizabeth	66.60
99-CC-3120	Washington County Vocational Workshop	770.00
99-CC-3121	Washington County Vocational Workshop	61.80
99-CC-3124	Shell Oil Co.	13.91
99-CC-3125	Shell Oil Co.	18.84
99-CC-3126	Shell Oil Co.	72.74
99-CC-3127	Doering, Rich	20.73
99-CC-3147	Shell Oil Co.	15.34
99-CC-3149	Shell Oil Co.	56.15
99-CC-3150	Shell Oil Co.	205.74
99-CC-3151	Shell Oil Co.	16.98
99-CC-3153	Shell Oil Co.	22.24
99-CC-3155	Shell Oil Co.	86.69
99-CC-3156	Shell Oil Co.	161.61
99-CC-3160	Shell Oil Co.	39.57
99-CC-3161	Shell Oil Co.	29.61
99-CC-3167	St. Joseph Medical Center	5,000.00
99-CC-3168	Attachmate Corp.	218.00
99-CC-3171	Sangamon County Juvenile Probation & Court Services	340.00
99-CC-3179	Kara Co.	11,490.00
99-CC-3182	Thaete, Larry G. & Theresa M.	822.00
99-CC-3184	Wall Street Deli, Inc.	196.40
99-CC-3186	Aervoe-Pacific Co.	50.40
99-CC-3189	Shird, Deanlo	222.00
99-CC-3196	Hill, Constance	221.00
99-CC-3204	Podeszwa, Katherine M.	298.00
99-CC-3209	Union County Hospital District	115.00
99-CC-3210	Fanning Oil Co.	53.23
99-CC-3211	Signature Inn	53.90
99-CC-3213	Signature Inn	53.90
99-CC-3214	Signature Inn	220.00

99-CC-3215	Signature Inn	53.90
99-CC-3218	Asian American Alliance	9,834.00
99-CC-3220	Illinois Central College	42.00
99-CC-3221	Illinois Central College	630.00
99-CC-3226	Signature Inn & Conference Center	161.70
99-CC-3227	Signature Inn	321.53
99-CC-3228	Signature Inn	323.40
99-CC-3229	Signature Inn	108.90
99-CC-3243	M & W; an Alamo Group Co.	658.75
99-CC-3244	Hampton Inn	1,028.50
99-CC-3245	Illinois Masonic Medical Center	22.00
99-CC-3246	Illinois Masonic Medical Center	343.00
99-CC-3247	Illinois Masonic Medical Center	54.00
99-CC-3248	Illinois Masonic Medical Center	155.00
99-CC-3251	US Office Products	38.40
99-CC-3253	Texaco	388.71
99-CC-3254	Wood, John, Community College	780.50
99-CC-3257	Drake-Scruggs Equipment, Inc.	28,019.00
99-CC-3258	Angelica Images Apparel	210.54
99-CC-3263	Value City Dept. Store	427.29
99-CC-3265	Freeman, Felicia P.	148.80
99-CC-3267	Hale, Carl S., Dr.	715.00
99-CC-3274	Barnes & Noble, Inc.	396.49
99-CC-3276	CB Richard Ellis	1,461.24
99-CC-3277	Associates Capital Bank	35.00
99-CC-3280	Riverside Radiology	368.00
99-CC-3281	CNS of DuPage	475.00
99-CC-3297	Magnuson, Rebecca S.	40.00
99-CC-3298	Swedish American Hospital	513.60
99-CC-3299	Centre for Knowledge Transfer	298.00
99-CC-3300	Midwest Visual Equipment Co.	3,465.00
99-CC-3324	Parsons, R. L., & Son Equipment Co.	901.23
99-CC-3325	Columbia Sussex Corp. d/b/a Holiday Inn Hillside	75.21
99-CC-3327	Buckingham Private School	3,068.24
99-CC-3334	Vonesh, Nanette	252.50
99-CC-3338	Complete Care Systems, Inc.	1,335.69
99-CC-3339	Complete Care Systems, Inc.	1,453.55
99-CC-3343	Franklin-Williamson Human Services, Inc.	481.25
99-CC-3352	SIU Physicians & Surgeons	8.84
99-CC-3354	Franklin-Williamson Human Services, Inc.	1,527.68

99-CC-3359	Interim Healthcare of Rockford, Inc.	1,164.00
99-CC-3360	Hinckley & Schmitt	1,255.01
99-CC-3361	Hinckley & Schmitt	Paid Through 99-CC-3360
99-CC-3363	Associated Anesthesiologists, S.C	819.00
99-CC-3364	Associated Anesthesiologists, S.C.	273.00
99-CC-3367	A & I Supply	178.52
99-CC-3385	Mail Well Envelope–Chicago	780.60
99-CC-3388	Hotel Allegro	237.84
99-CC-3394	Gathion, Frank	2,913.75
99-CC-3395	Gathion, Frank	Paid Through 99-CC-3394
99-CC-3396	Gathion, Frank	Paid Through 99-CC-3394
99-CC-3397	Gathion, Frank	Paid Through 99-CC-3394
99-CC-3398	Gathion, Frank	Paid Through 99-CC-3394
99-CC-3399	Gathion, Frank	Paid Through 99-CC-3394
99-CC-3413	Southern Illinois University	2,268.54
99-CC-3418	Southern Illinois Regional Social Services	4,617.68
99-CC-3421	Helping People Cope, Ltd.	30,471.10
99-CC-3422	Helping People Cope, Ltd.	Paid Through 99-CC-3421
99-CC-3423	Helping People Cope, Ltd.	Paid Through 99-CC-3421
99-CC-3437	4802 K-Mart	124.48
99-CC-3438	4802 K-Mart	153.80
99-CC-3439	4802 K-Mart	181.28
99-CC-3441	TLC Temporary Services	210.00
99-CC-3443	Fox Med-Equipment Services	30.60
99-CC-3453	Helping People Cope, Ltd.	Paid Through 99-CC-3421
99-CC-3459	Helping People Cope, Ltd.	Paid Through 99-CC-3421
99-CC-3465	Ikon Office Solutions	878.98
99-CC-3467	Forward, P. C.	21,405.03
99-CC-3470	Brac Credit Corp.	292.12
99-CC-3472	Catholic Charities of Springfield	3,955.00
99-CC-3474	Catholic Charities of Springfield	4,164.00

99-CC-3475	Oklahoma, University of	100.00
99-CC-3477	Schumer, Ellen	950.00
99-CC-3481	Copper Hills Youth Center	63,560.96
99-CC-3483	Portman, Dana L.	460.00
99-CC-3484	Portman, David A.	500.00
99-CC-3485	Williams Outdoor Power Equipment, Inc.	14.00
99-CC-3551	McIntosh, Catherine	195.60
99-CC-3552	Jenkins, Malissia D.	3,204.00
99-CC-3554	Western Illinois University	1,087.50
99-CC-3556	Springfield Clinic	61.00
99-CC-3557	Oral Surgery Center	1,565.00
99-CC-3558	Illinois, University of; at Chicago/Dept. of Psy.	1,825.00
99-CC-3560	Tepper Electric Supply Co.	652.30
99-CC-3561	Byrd, Augustus G.	85.00
99-CC-3562	Byrd, Augustus G.	880.00
99-CC-3564	Southern Illinois Consultants for Kidney Disease	4.80
99-CC-3565	Western Illinois Managed Home Services	12.00
99-CC-3569	Clark-Stephens, Marilyn	477.16
99-CC-3571	Taking Control	893.76
99-CC-3572	Silver Cross Hospital	319.36
99-CC-3573	Southern Illinois University	90.00
99-CC-3575	Merriweather, Linda	311.00
99-CC-3576	Motorola, Inc.	3,406.71
99-CC-3581	Flores Music	135.00
99-CC-3583	Rides Mass Transit District	85.50
99-CC-3585	St. Mary's Hospital	91.00
99-CC-3586	St. Mary's Hospital	118.36
99-CC-3587	St. Mary's Hospital	91.00
99-CC-3590	Kelly Services, Inc.	2,271.75
99-CC-3591	St. Mary's Hospital	91.00
99-CC-3592	St. Mary's Hospital	117.77
99-CC-3593	St. Mary's Hospital	248.00
99-CC-3595	St. Mary's Hospital	141.00
99-CC-3596	St. Mary's Hospital	91.00
99-CC-3598	St. Mary's Hospital	248.00
99-CC-3599	St. Mary's Hospital	159.30
99-CC-3600	Maintenance Supply Corp.	2,569.00
99-CC-3608	United Developmental Services	8,541.40
99-CC-3610	CBS News	160.00
99-CC-3614	Field, William	77.00
99-CC-3615	Monroe Truck Equipment	2,260.00

99-CC-3616	Clearbrook	1,958.84
99-CC-3620	Working Class Uniforms	189.41
99-CC-3621	Zhang, Xiulan	357.35
99-CC-3630	NCBHS	10,000.00
99-CC-3632	Britton, Joyce S.	588.00
99-CC-3635	DuPage County Health Dept.	1,657.00
99-CC-3636	Kelly Assisted Living Services, Inc.	104.00
99-CC-3637	Kelly Assisted Living Services, Inc.	52.00
99-CC-3638	Senior Services Plus, Inc.	805.40
99-CC-3641	Bloomberg, Karen W., Ph.D.	1,100.00
99-CC-3646	SIU Physicians & Surgeons	50.00
99-CC-3653	Park View Hospital	815.90
99-CC-3654	Hinckley & Schmitt	39.00
99-CC-3656	Northwestern Counseling Services, Inc.	6,835.36
99-CC-3659	Franklin-Williamson Human Services, Inc.	464.33
99-CC-3661	Shelter, Inc.	3,906.60
99-CC-3662	Legal Assistance Foundation of Chicago	53,895.72
99-CC-3666	Caffrey, Beatrice, Youth Services	34,353.00
99-CC-3668	Garden of Prayer Youth Center	4,416.00
99-CC-3669	Garden of Prayer Youth Center	4,740.00
99-CC-3674	Human Service Center of Southern Metro East	822.04
99-CC-3675	Brac Credit Corp.	118.69
99-CC-3676	Venable, Phyllis	196.10
99-CC-3689	Simpkins, Tandra M.	606.06
99-CC-3690	Lutheran Social Services of Illinois	5,800.50
99-CC-3691	Diagnostic Imaging, Inc.	863.00
99-CC-3692	Jariel, Nenito C.	193.00
99-CC-3693	New Hermes Inc.	450.72
99-CC-3694	Walton, Reginald N.	338.20
99-CC-3696	Griswold, Suzann M.	121.35
99-CC-3699	Wilson, Stacy	69.00
99-CC-3701	Barnes & Noble, Inc.	39.88
99-CC-3702	Gateway Foundation, Inc.	23,754.85
99-CC-3704	Computer Maintenance, Inc.	3,300.00
99-CC-3705	Absolutely Creative Concepts, Inc.	744.10
99-CC-3710	Boss, Denise	342.00
99-CC-3711	Sunoco	13.55
99-CC-3713	L G & E Energy Marketing, Inc.	15,249.52
99-CC-3714	Interaction Dynamics	475.00
99-CC-3721	Interaction Dynamics	158.75
99-CC-3722	Interaction Dynamics	93.75

99-CC-3728	Hummel, Marilyn R.	95.48
99-CC-3734	Arc Electric	6,062.34
99-CC-3736	Arc Electric	1,298.12
99-CC-3738	Arc Electric	270.34
99-CC-3739	Arc Electric	430.04
99-CC-3741	Arc Electric	1,404.53
99-CC-3742	Arc Electric	Paid Through 99-CC-3734
99-CC-3743	Arc Electric	Paid Through 99-CC-3734
99-CC-3744	Arc Electric	1,786.96
99-CC-3745	Arc Electric	206.80
99-CC-3746	Arc Electric	1,284.64
99-CC-3748	Ikon Office Solutions	73.91
99-CC-3749	Ikon Office Solutions	487.64
99-CC-3750	Ikon Office Solutions	487.64
99-CC-3751	Ikon Office Solutions	165.93
99-CC-3752	Ikon Office Solutions	518.92
99-CC-3753	Ikon Office Solutions	2,750.38
99-CC-3754	Ikon Office Solutions	237.00
99-CC-3755	Ikon Office Solutions	31.48
99-CC-3756	Ikon Office Solutions	285.74
99-CC-3758	Bush, Barbara	736.36
99-CC-3759	Bush, Barbara	Paid Through 99-CC-3758
99-CC-3762	Pere Marquette Lodge	217.56
99-CC-3763	Regional Superintendent of ROE #20	177.00
99-CC-3764	Wal-Mart #1-03	1,310.13
99-CC-3765	UIC–Assistive Technology Unit	450.00
99-CC-3769	Ramada Ltd.	186.40
99-CC-3770	Glenkirk	5,397.47
99-CC-3773	Quarry Clinic, Inc.	45.00
99-CC-3774	Johnson Controls, Inc.	4,125.57
99-CC-3778	Stormer, Linda L.	427.00
99-CC-3782	Graue, Inc.	97.89
99-CC-3793	GE Capital ITS	947.00
99-CC-3794	GE Capital ITS	42,762.00
99-CC-3795	GE Capital ITS	5,150.00
99-CC-3796	GE Capital ITS	465.00
99-CC-3797	GE Capital ITS	5,150.00
99-CC-3798	GE Capital ITS	5,650.00

99-CC-3801	Wal-Mart Store 01-1737	49.32
99-CC-3805	Peak Professional Health Services	156.00
99-CC-3806	Miccli, Evelyn Gongdon	900.00
99-CC-3811	Clinicare Corp.	11,997.30
99-CC-3813	World Travel	1,028.68
99-CC-3814	World Travel	410.00
99-CC-3826	Black's Sport Shop	69.98
99-CC-3828	Great Lakes Aviation, Ltd.	223.00
99-CC-3829	Alternatives, Inc.	1,656.29
99-CC-3831	Community Family Service & Mental Health Association	12,294.45
99-CC-3832	Young, Robert, Center for Community Mental Health	215.00
99-CC-3833	Personal Touch Home Care	462.00
99-CC-3834	Personal Touch Home Care	1,407.01
99-CC-3839	Central Office Service, Inc.	2,338.00
99-CC-3840	Working Class Uniforms	93.43
99-CC-3841	Working Class Uniforms	172.93
99-CC-3842	Working Class Uniforms	193.48
99-CC-3843	Working Class Uniforms	210.37
99-CC-3844	Working Class Uniforms	215.94
99-CC-3845	Working Class Uniforms	64.97
99-CC-3849	James, R. A., Construction	8,649.00
99-CC-3850	Bove's Auto & Truck Service	53.27
99-CC-3860	SIU Physicians & Surgeons	143.00
99-CC-3861	SIU Physicians & Surgeons	23.43
99-CC-3862	SIU Physicians & Surgeons	49.78
99-CC-3864	SIU Physicians & Surgeons	105.00
99-CC-3865	SIU Physicians & Surgeons	8.31
99-CC-3866	SIU Physicians & Surgeons	105.00
99-CC-3867	SIU Physicians & Surgeons	21.31
99-CC-3869	SIU Physicians & Surgeons	8.31
99-CC-3871	SIU Physicians & Surgeons	70.46
99-CC-3872	SIU Physicians & Surgeons	143.00
99-CC-3874	SIU Physicians & Surgeons	10.26
99-CC-3878	Dearborn Travel, Inc.	496.44
99-CC-3879	Dearborn Travel, Inc.	Paid Through 99-CC-3878
99-CC-3880	Dearborn Travel, Inc.	Paid Through 99-CC-3878
99-CC-3881	Deere, John, Co.	28,180.00

99-CC-3884	Kemmerer Village, Inc.	15,952.70
99-CC-3885	Challenge Unlimited, Inc.	643.20
99-CC-3886	Airgas Mid-America	105.62
99-CC-3887	Airgas Mid-America	30.42
99-CC-3888	Condell Day Center for Intergenerational Care	265.00
99-CC-3889	Professional Association of Treatment Homes	5,810.40
99-CC-3892	Shell Oil Co.	180.56
99-CC-3893	Shell Oil Co.	7.74
99-CC-3894	Shell Oil Co.	48.62
99-CC-3895	Shell Oil Co.	27.53
99-CC-3897	St. Coletta's of Illinois	37,647.01
99-CC-3900	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3901	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3902	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3903	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3904	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3905	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3906	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3907	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3908	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3909	St. Coletta's of Illinois	Paid Through 99-CC-3897
99-CC-3912	Hinds Environmental, Inc.	1,900.00
99-CC-3916	St. Coletta of Wisconsin	2,208.96
99-CC-3918	Oak Park, Village of	109.20
99-CC-3929	Associates Capital Bank	38.77
99-CC-3937	US Office Products	2,925.06
99-CC-3942	Lewis, Loren P., Circuit Judge	406.10
99-CC-3943	Childlife Daycare	4,401.30
99-CC-3946	Bardelas, Alberto	294.16
99-CC-3948	Community Counseling Center of Northern Madison County	3,715.14
99-CC-3951	Arc Electric	2,660.65

99-CC-3952	Arc Electric	5,281.19
99-CC-3953	Arc Electric	275.19
99-CC-3955	Arc Electric	6,239.92
99-CC-3956	Arc Electric	1,716.80
99-CC-3958	Arc Electric	1,566.92
99-CC-3959	Arc Electric	5,994.25
99-CC-3967	Kellogg Printing Co.	58.40
99-CC-3969	Miller, Cindy	43.00
99-CC-3970	Williamsons	50.40
99-CC-3971	Illinois State University	1,760.50
99-CC-3972	Employment Security, Department of	56.75
99-CC-3974	Scott County Recorder	30.00
99-CC-3976	United Parcel Service	1,244.04
99-CC-3978	United Parcel Service	Paid Through 99-CC-3976
99-CC-3979	United Parcel Service	56.71
99-CC-3981	United Parcel Service	64.35
99-CC-3982	Clark's Trading Co.	724.91
99-CC-3984	Bennett, Mary L.	1,579.12
99-CC-3985	Brady & Gifford	1,006.58
99-CC-3988	Picker International, Inc.	1,085.00
99-CC-3990	Rousseau, Andre	223.44
99-CC-3996	Sears Commercial Credit	34.99
99-CC-3997	Sears Commercial Credit	66.48
99-CC-3998	Sears Commercial Credit	27.99
99-CC-4008	Inner Arts, Inc.	9,550.00
99-CC-4011	Illinois Correctional Industries	525.00
99-CC-4012	Illinois Correctional Industries	332.00
99-CC-4013	Illinois Correctional Industries	4,227.30
99-CC-4014	Illinois Correctional Industries	875.00
99-CC-4015	Illinois Correctional Industries	2,349.60
99-CC-4016	Illinois Correctional Industries	838.75
99-CC-4017	Illinois Correctional Industries	7,756.00
99-CC-4018	Illinois Correctional Industries	332.00
99-CC-4019	Illinois Correctional Industries	849.00
99-CC-4020	Illinois Correctional Industries	838.20
99-CC-4021	Illinois Correctional Industries	485.50
99-CC-4022	Illinois Correctional Industries	350.00
99-CC-4023	Illinois Correctional Industries	1,519.10
99-CC-4024	Illinois Correctional Industries	409.20
99-CC-4025	Illinois Correctional Industries	7,675.00

99-CC-4026	Illinois Correctional Industries	325.00
99-CC-4027	Illinois Correctional Industries	197.00
99-CC-4028	Illinois Correctional Industries	1,200.00
99-CC-4029	Illinois Correctional Industries	4,699.20
99-CC-4030	Illinois Correctional Industries	700.00
99-CC-4031	Illinois Correctional Industries	325.00
99-CC-4032	Illinois Correctional Industries	3,850.00
99-CC-4033	Illinois Correctional Industries	3,023.90
99-CC-4034	Illinois Correctional Industries	6,513.80
99-CC-4035	Illinois Correctional Industries	381.46
99-CC-4037	Friend & Associates Consultants, Inc.	2,162.25
99-CC-4039	Washington University School of Medicine	152.89
99-CC-4040	Springfield Association for Retarded Citizens, Inc.	751.15
99-CC-4041	J.C. Penney Co.	87.79
99-CC-4042	Youth Outreach Services	10,166.64
99-CC-4043	Western Illinois University	582.66
99-CC-4044	Western Illinois University	2,119.20
99-CC-4045	University Neurologists	110.00
99-CC-4050	Midwest Center for Youth & Families	27,262.50
99-CC-4052	Johnson, Erie	3,933.24
99-CC-4053	Access Services of Northern Illinois	2,067.31
99-CC-4054	Reid, John E., & Assoc.	175.00
99-CC-4056	Lewis, Demetrius	181.53
99-CC-4058	Hager, Sheila	499.50
99-CC-4061	Zacheis, G. W., Farm Equipment, Inc.	1,054.57
99-CC-4062	Associated Supply Co.	2,526.60
99-CC-4063	Tyronda, Lewis	1,008.25
99-CC-4067	Sherman Home Care Partners	85.00
99-CC-4068	Advocate Health & Hospital Corp.	84.00
99-CC-4070	Prastein, Rebeccah H., M.D.	20.28
99-CC-4072	Prastein, Rebeccah H., M.D.	7.34
99-CC-4075	Kishwaukee Community Hospital	36.00
99-CC-4076	Ewing Lundberg & Assoc. d/b/a E.L.A. Security	807.84
99-CC-4077	Ewing Lundberg & Assoc. d/b/a E.L.A. Security	21,391.42
99-CC-4079	MOHA	300.00
99-CC-4081	Youth Service Bureau of Rock Island County	1,305.08
99-CC-4083	Adams, Catherine	300.00
99-CC-4084	Duncan, Mirinda	694.20
99-CC-4086	Stone, Linda B.–Court Reporter	71.30
99-CC-4088	Stone, Linda B.–Court Reporter	630.20

99-CC-4089	Carlyle Police Dept.	328.68
99-CC-4090	Leyden Area Special Education Cooperative	953.10
99-CC-4092	Bloomingdale Park District	112.27
99-CC-4093	Jordan, Donnetta S.	106.33
99-CC-4095	Alexian Brothers Bonaventure House	56,956.50
99-CC-4101	DeBoer, Lauren A.–Court Reporter	11.50
99-CC-4105	Ward, Charles	194.56
99-CC-4106	Laurence Armour Day School	845.78
99-CC-4107	Elburn Co-Operative Co.	52.50
99-CC-4109	Orchard Village	4,056.22
99-CC-4111	Fieldhouse, Inc.	1,467.00
99-CC-4113	Shaw, Jimmy	2,143.76
99-CC-4114	Shaw, Jimmy	911.52
99-CC-4116	Fusehillo, William R.	798.41
99-CC-4117	Arora, Sucharita, M.D.	60.00
99-CC-4118	Levingston, Sagashus	92.50
99-CC-4121	Shaw, Jimmy	2,206.16
99-CC-4122	Shaw, Jimmy	2,224.19
99-CC-4123	Ford City	174.24
99-CC-4124	Family Focus	14,271.76
99-CC-4126	Accredited Lock Supply Co.	83.62
99-CC-4129	Skarbek, Rita M.	81.53
99-CC-4131	Specialized Training for Adult Rehabilitation, Inc.	804.00
99-CC-4132	Addus Healthcare, Inc.	4,489.75
99-CC-4133	Working Class Uniforms	155.92
99-CC-4135	Whiz Kids Learning Center, Inc.	106.68
99-CC-4137	Wright, Flora	2,315.21
99-CC-4138	Illinois Department of Natural Resources	20.00
99-CC-4140	Illinois Correctional Industries	18,158.90
99-CC-4141	Illinois Correctional Industries	1,083.50
99-CC-4142	Illinois Correctional Industries	649.00
99-CC-4143	Illinois Correctional Industries	21,609.90
99-CC-4144	Illinois Correctional Industries	35,390.25
99-CC-4145	Illinois Correctional Industries	14,490.00
99-CC-4147	Lindsey, Beatrice	777.00
99-CC-4149	Range of Motion, Inc.	1,801.00
99-CC-4150	Lutheran General Hospital, Inc.	5,000.00
99-CC-4151	Best Western Grant Park Hotel	10,916.37
99-CC-4152	Advance Uniform Co.	38,878.40
99-CC-4153	Petrancosta, Norma	944.72
99-CC-4154	Zahn, Jeremiah	140.00

99-CC-4157	Community Mental Health Services, Inc.	250.00
99-CC-4159	NCC Networks, Inc.	68.40
99-CC-4161	Griffin, Pearl	925.00
99-CC-4167	Standard Register	19,615.00
99-CC-4169	Perkins, Jean	404.14
99-CC-4170	Peoria Mass Transit District	30.00
99-CC-4171	Children of the Future Childcare	564.25
99-CC-4174	Uniform Shop	236.70
99-CC-4178	Foursquare Gospel Church	863.00
99-CC-4180	SIU Physicians & Surgeons	158.00
99-CC-4181	Isaacson, Stephen	780.00
99-CC-4182	Kindercare Learning Center, Inc.	1,407.56
99-CC-4183	Rocvale Children's Home	4,969.51
99-CC-4185	Savin Processing Center	1,311.02
99-CC-4188	Williams, Georgia	1,400.88
99-CC-4189	Williams, Georgia	740.00
99-CC-4190	Clinicare Corp.	3,690.90
99-CC-4191	Thermogas Co.	3,681.08
99-CC-4193	Polk, Dorothy	53.01
99-CC-4194	Howard, Carla Ann	105.34
99-CC-4195	Kindercare Learning Center, Inc.	383.88
99-CC-4196	Skaggs Companies, Inc.	1,570.40
99-CC-4199	Skaggs Companies, Inc.	1,188.00
99-CC-4201	Kale Uniforms	21,840.00
99-CC-4204	Swearingen, Patricia J.	351.00
99-CC-4205	Breaking Free	1,214.67
99-CC-4206	Breaking Free	Paid Through 99-CC-4205
99-CC-4207	Breaking Free	Paid Through 99-CC-4205
99-CC-4208	LaSalle County Health Dept.	12,194.10
99-CC-4209	Adams County Mental Health Center d/b/a Transitions of Western Illinois	2,866.61
99-CC-4210	McHenry County Mental Health Board	3,900.00
99-CC-4211	South Holland, Village of	155.08
99-CC-4212	McCall, Henry	1,776.00
99-CC-4215	Child Care Services	525.09
99-CC-4217	Cobbins, Jacqueline	194.25
99-CC-4221	Paige, Carrie	1,165.50
99-CC-4222	Watson, Alieca	1,164.00
99-CC-4223	Council of State Governments	44.50

99-CC-4224	Bernt, Connie, Psy.D.	270.00
99-CC-4225	PE Biosystems	6,160.00
99-CC-4226	Ikon Office Solutions	742.30
99-CC-4227	Zemsky's Corp.	195.84
99-CC-4231	Breaking Free	Paid Through 99-CC-4205
99-CC-4232	Women's Treatment Center	666.68
99-CC-4234	Wesolowski, Joyce C.	444.00
99-CC-4235	Rotter, Elizabeth	540.00
99-CC-4237	Menards Hillside Store	52.69
99-CC-4251	Xerox Corp.	1,607.08
99-CC-4253	Alzina Building, L.L.C.	24,359.69
99-CC-4254	Xerox Corp.	1,184.11
99-CC-4255	Xerox Corp.	825.67
99-CC-4256	Xerox Corp.	1,605.23
99-CC-4257	Xerox Corp.	2,221.58
99-CC-4258	Xerox Corp.	355.00
99-CC-4259	Xerox Corp.	1,272.20
99-CC-4260	Clay County Health Dept.	3,000.00
99-CC-4261	Swanberg, Alice	822.12
99-CC-4262	Monahan, Aidan Properties	16,514.01
99-CC-4263	Ellzey, Barbara	393.00
99-CC-4264	Wallender-Dedman Printing, Inc.	530.00
99-CC-4265	Gathard, Bradley T.	75.33
99-CC-4266	Vonnahme, Barbara A.	147.68
99-CC-4268	Ashby, Debra	240.00
99-CC-4270	Corrigan, Mary Beth	715.00
99-CC-4272	Xerox Corp.	274.00
99-CC-4273	Xerox Corp.	2,433.00
99-CC-4274	Xerox Corp.	8,780.00
99-CC-4275	Xerox Corp.	4,390.00
99-CC-4276	Xerox Corp.	1,355.00
99-CC-4277	Xerox Corp.	318.15
99-CC-4278	Xerox Corp.	248.65
99-CC-4280	Xerox Corp.	448.47
99-CC-4281	Xerox Corp.	422.26
99-CC-4282	Xerox Corp.	1,005.71
99-CC-4283	Xerox Corp.	400.00
99-CC-4285	Ali, Sandra	291.50
99-CC-4286	Ali, Sandra	274.00
99-CC-4287	Stanfel, Patricia	2,040.00

99-CC-4288	Schleimer, David P., Dr.	280.00
99-CC-4289	Rowe, Cindy	350.00
99-CC-4290	Rowe, Cindy	690.00
99-CC-4291	Rural Health, Inc.	21.30
99-CC-4292	O'Herron, Ray, Co.	69.95
99-CC-4294	Southern Illinois University	80.00
99-CC-4295	Wayne, Carol	795.50
99-CC-4297	Regency at Home Care Services	44.95
99-CC-4298	Elgin Eye Clinic	185.00
99-CC-4299	Smith, Lori H.	250.00
99-CC-4300	Bluitt, Kimberly	952.75
99-CC-4303	Denham, Dawn Nicole	890.00
99-CC-4305	Northwest Community Hospital	3,022.50
99-CC-4306	Livingston, Village of	2,467.61
99-CC-4307	Denny's Shooters Supply, Inc.	172.35
99-CC-4310	Ecolar Pest Elimination	200.00
99-CC-4311	O'Herron, Ray, Co.	310.95
99-CC-4312	Phillips 66 Co.	117.28
99-CC-4313	Phillips 66 Co.	45.95
99-CC-4316	Phillips 66 Co.	34.62
99-CC-4317	Phillips 66 Co.	30.74
99-CC-4318	Phillips 66 Co.	140.94
99-CC-4320	Aunt Martha's Youth Service Center, Inc.	9,628.81
99-CC-4322	Phillips 66 Co.	373.38
99-CC-4324	Phillips 66 Co.	47.85
99-CC-4326	Carroll Seating Co.	1,608.00
99-CC-4327	Phillips 66 Co.	108.64
99-CC-4330	East Peoria Hotel Limited Partnership d/b/a Par-A-Dice Hotel	611.00
99-CC-4331	St. Mary's Hospital	256.24
99-CC-4332	St. Mary's Hospital	120.74
99-CC-4333	St. Mary's Hospital	91.00
99-CC-4334	St. Mary's Hospital	939.50
99-CC-4335	St. Mary's Hospital	272.40
99-CC-4336	St. Mary's Hospital	91.00
99-CC-4337	St. Mary's Hospital	55.21
99-CC-4338	St. Mary's Hospital	102.45
99-CC-4339	St. Mary's Hospital	111.80
99-CC-4340	St. Mary's Hospital	246.72
99-CC-4342	SCS Trips d/b/a A-1 Travel	662.10
99-CC-4344	SIU Physicians & Surgeons	219.73

99-CC-4345	SIU Physicians & Surgeons	12.92
99-CC-4346	SIU Physicians & Surgeons	9.02
99-CC-4347	SIU Physicians & Surgeons	6.69
99-CC-4348	Coyne American Institute	370.86
99-CC-4349	XYZ Daycare	518.00
99-CC-4350	Hardiman, Estell	404.72
99-CC-4352	Regional Superintendent of Schools	15.00
99-CC-4353	Regional Superintendent of Schools	30.00
99-CC-4354	Alarm Pro Goldy Locks, Inc.	270.32
99-CC-4357	Zediker, Phillip, Ph.D.	532.00
99-CC-4358	Provena St. Mary's Hospital	26.35
99-CC-4359	Provena St. Mary's Hospital	26.09
99-CC-4360	Lake County Health Dept.	151,350.29
99-CC-4361	Lake County Health Dept.	234.40
99-CC-4362	McKinley, Lorrene	795.50
99-CC-4364	Taylkor, Alpacino	1,591.00
99-CC-4365	Medical Radiological Group, P.C.	36.00
99-CC-4366	Medical Radiological Group, P.C.	3.24
99-CC-4367	Phillips 66 Co.	407.69
99-CC-4369	Aschenbrenner, Charles L.	833.33
99-CC-4372	Calumet Chicago Co.	132.50
99-CC-4373	Shepard's	1,713.94
99-CC-4375	Nance, Richard A.	257.00
99-CC-4376	Manuel, Tracy V.	520.50
99-CC-4377	Simmons, Penny J.	300.00
99-CC-4378	JBRO Batteries, Inc.	1,975.00
99-CC-4379	Comprehensive Mental Health Center	7,877.10
99-CC-4382	Illinois, University of, at Chicago	9,538.10
99-CC-4384	Aurella, Steven	520.00
99-CC-4386	Happiday Centers	3,738.60
99-CC-4387	Seyfried, Robert K.	409.25
99-CC-4388	Bridgeway, Inc.	62.67
99-CC-4389	Bridgeway, Inc.	93.96
99-CC-4390	Bridgeway, Inc.	125.28
99-CC-4391	Bridgeway, Inc.	19.37
99-CC-4392	Bridgeway, Inc.	62.67
99-CC-4393	Bridgeway, Inc.	70.41
99-CC-4394	Wyatt, Mindy L.	779.00
99-CC-4397	GE Capital	380.00
99-CC-4398	GE Capital	40.00
99-CC-4403	GE Capital	4,269.25

99-CC-4405	GE Capital	1,195.00
99-CC-4406	Booth, Sara	200.16
99-CC-4409	GE Capital	3,413.00
99-CC-4413	Pro-Lube of Effingham	86.90
99-CC-4416	Christie Clinic Association	20.00
99-CC-4420	Phillips 66 Co.	13.54
99-CC-4421	West Group	6,800.00
99-CC-4422	Jackson, Samantha	592.00
99-CC-4424	A & I Supply	240.75
99-CC-4425	Conco-Western Stone Co.	117.16
99-CC-4426	Glenkirk	2,954.08
99-CC-4428	MOHA	250.00
99-CC-4429	Beacon Therapeutic Diagnostic & Treatment Center	107.30
99-CC-4430	Swenson Spreader Co.	360.00
99-CC-4431	Swenson Spreader Co.	27.00
99-CC-4432	Swenson Spreader Co.	600.00
99-CC-4433	Swenson Spreader Co.	2,798.00
99-CC-4434	McGrath Office Equipment, Inc.	543.60
99-CC-4435	McGrath Office Equipment, Inc.	1,278.00
99-CC-4436	American Decal & Manufacturing Co.	2,531.50
99-CC-4441	Associated Supply Co., Inc.	29.26
99-CC-4442	Active Visions, Inc.	2,234.23
99-CC-4445	Phillips 66 Co.	10.33
99-CC-4447	Terry, Patricia E.	350.00
99-CC-4448	Graves, Leisa A.	780.00
99-CC-4450	Alverno Receivables Services	764.00
99-CC-4451	Illinois Ayers Oil Co.	14.21
99-CC-4456	Francis, Florencia	980.50
99-CC-4459	Johnson, Cleo	204.40
99-CC-4460	Lad Lake, Inc.	8,716.30
99-CC-4461	Lad Lake, Inc.	4,537.95
99-CC-4462	Mesicrow, Manuel S., M.D.	30.00
99-CC-4463	Centennial Counseling Center	775.00
99-CC-4465	Ortiz, Sylvia M.	931.60
99-CC-4466	Ortiz, Sylvia M.	Paid Through 99-CC-4465
99-CC-4467	Association for Individual Development	350.61
99-CC-4470	Galewood Enterprises, Ltd.	4,107.88
99-CC-4472	Malone, Jeannine Ann	484.82
99-CC-4476	Senior Citizens Services, Inc.	285.26

99-CC-4477	Sadus, Lynne M.	480.48
99-CC-4479	Bufford, Dawn L.	810.00
99-CC-4482	Washington County Vocational Workshop	139.05
99-CC-4483	Segno Communications	28.95
99-CC-4487	Lutheran Social Services of Illinois	355.00
99-CC-4488	Lutheran Social Services of Illinois	Paid Through 99-CC-1800
99-CC-4490	Lutheran Social Services of Illinois	Paid Through 99-CC-1800
99-CC-4491	Lutheran Social Services of Illinois	Paid Through 99-CC-1800
99-CC-4492	Lutheran Social Services of Illinois	Paid Through 99-CC-1800
99-CC-4493	Lutheran Social Services of Illinois	3,934.46
99-CC-4494	Carver Community Action Agency	893.58
99-CC-4495	Bethphage	82,063.83
99-CC-4496	Northeastern Illinois University	219.22
99-CC-4497	Bowman, Kenneth	19.50
99-CC-4499	Appleby, Michael, Ph.D.	500.00
99-CC-4502	Gateway Foundation, Inc.	40,678.86
99-CC-4503	Field, Dan	108.50
99-CC-4505	Wilson, Kim L.	4,715.00
99-CC-4507	Suburban Access, Inc.	1,235.00
99-CC-4509	Southern Illinois University, Board of Trustees	348.75
99-CC-4511	Trotter, Joshua	629.00
99-CC-4516	Gilbert, Oliver L.	1,375.00
99-CC-4517	Rock Creek Center	700.00
99-CC-4518	Human Services, Department of– Crawford County	11.77
99-CC-4519	Associates Capital Bank	31.78
99-CC-4521	Governors State University	667.00
99-CC-4522	Governors State University	913.00
99-CC-4524	Hale, F. Dean	2,387.00
99-CC-4526	Fairfield Inn	53.90
99-CC-4527	Grundy County Dept. of Human Service	25.41
99-CC-4528	Peru Fairfield Inn	110.73
99-CC-4529	Peru Fairfield Inn	56.10
99-CC-4530	Peru Fairfield Inn	53.90
99-CC-4531	Family Service Agency	974.97
99-CC-4532	Family Service Agency	435.72

99-CC-4533	Alexander, Debra A.	389.50
99-CC-4534	Calhoun, Darryl	150.00
99-CC-4535	Blare House, Inc.	29,852.62
99-CC-4536	Progressive Electric	1,607.49
99-CC-4537	Progressive Electric	216.00
99-CC-4540	Victory Memorial Hospital	335.87
99-CC-4541	Larson, Van A., P.C.	2,974.00
99-CC-4542	Kristovich, Donna, LCSW	425.00
99-CC-4543	Rock Island County Health Dept.	213.00
99-CC-4547	Gateway Foundation, Inc.	13,559.64
99-CC-4548	Mitchell, Golden	370.00
99-CC-4549	Marathon Ashland Petroleum LLC	125.99
99-CC-4550	A-Alert Lock & Alarm	178.00
99-CC-4552	Owens, Carolyn L., Psychological Services	2,100.00
99-CC-4553	Progressive Electric	945.13
99-CC-4554	Allendale Association	243.02
99-CC-4555	Glover, Ronald D.	236.48
99-CC-4556	Evans & Evans Counseling & Consulting Services	650.00
99-CC-4559	Elgin Cardiology Associates, S.C.	221.69
99-CC-4560	Elgin Cardiology Associates, S.C.	Paid Through 99-CC-4559
99-CC-4561	Stepping Stones of Rockford, Inc.	4,678.95
99-CC-4566	Wal-Mart Stores, Inc.	327.55
99-CC-4567	Wal-Mart Stores, Inc.	28.26
99-CC-4568	Oconomowoc Developmental Training Center #1366	43,818.78
99-CC-4569	Oconomowoc Developmental Training Center #1366	9,286.48
99-CC-4570	Oconomowoc Developmental Training Center #1366	6,626.42
99-CC-4571	Sinnissippi Centers, Inc.	3,105.62
99-CC-4572	Taylor, Naomi	194.99
99-CC-4573	Council on Quality & Leadership	81.00
99-CC-4574	Biggers, Jerry, Chevrolet	1,375.60
99-CC-4575	Starved Rock Lodge	591.03
99-CC-4578	Familycare of Illinois	461.37
99-CC-4579	Northwest Institute for Contemporary Learning	2,278.32
99-CC-4580	Koeber's Pros & Ortho Labs	3,047.00

99-CC-4581	Illinois Correctional Industries	3,085.50
99-CC-4582	Illinois Correctional Industries	9,271.55
99-CC-4583	Illinois Correctional Industries	40,435.50
99-CC-4584	Illinois Correctional Industries	23,751.00
99-CC-4585	Illinois Correctional Industries	504.90
99-CC-4586	South Bend Medical Foundation, Inc.	57.40
99-CC-4587	Ashley's Quality Care, Inc.	19,035.44
99-CC-4588	St. Mary's Hospital	329.66
99-CC-4589	St. Mary's Hospital	323.70
99-CC-4590	St. Mary's Hospital	936.00
99-CC-4591	Architectural Energy Corp.	2,500.00
99-CC-4592	Solar Turbines, Inc.	2,353.00
99-CC-4594	Chester Clinic	150.00
99-CC-4598	MOHA	102.00
99-CC-4599	MOHA	50.00
99-CC-4600	Heartland Human Services	1,141.08
99-CC-4601	Prabhakar, Chandupatla, M.D.	136.00
99-CC-4603	Ericsson, Inc.	3,377.51
99-CC-4604	Ericsson, Inc.	1,684.56
99-CC-4605	Ericsson, Inc.	2,658.82
99-CC-4606	Ericsson, Inc.	1,653.68
99-CC-4607	DePaul University	2,000.00
99-CC-4608	Atkinson, Carolyn J., Psychologist	1,800.00
99-CC-4609	Provena St. Mary's Hospital	47.56
99-CC-4610	Lutheran Social Services of Illinois	6,500.00
99-CC-4611	Illinois, University of; d/b/a College of Medicine	1,010.00
99-CC-4612	Illinois, University of; d/b/a College of Medicine	1,225.00
99-CC-4615	Wal-Mart Store 01-603	124.55
99-CC-4617	Illinois Department of Public Aid	24.65
99-CC-4619	Carroll Seating Co.	1,169.00
99-CC-4620	Carroll, Valerie	1,935.00
99-CC-4621	Children's Memorial Hospital	23,829.69
99-CC-4622	Chicago State University	326.50
99-CC-4623	Chicago State University	7,134.75
99-CC-4624	Chicago State University	6,773.25
99-CC-4628	Chicago State University	Paid Through 99-CC-4624
99-CC-4629	Chicago State University	Paid Through 99-CC-4624
99-CC-4631	Chicago State University	Paid Through 99-CC-4623

99-CC-4632	Chicago State University	Paid Through 99-CC-4623
99-CC-4634	Chicago State University	Paid Through 99-CC-4623
99-CC-4635	Chicago State University	Paid Through 99-CC-4623
99-CC-4636	Chicago State University	Paid Through 99-CC-4623
99-CC-4637	Chicago State University	Paid Through 99-CC-4624
99-CC-4638	Chicago State University	Paid Through 99-CC-4623
99-CC-4639	Chicago State University	Paid Through 99-CC-4624
99-CC-4640	Chicago State University	Paid Through 99-CC-4623
99-CC-4641	Chicago State University	Paid Through 99-CC-4624
99-CC-4642	Chicago State University	Paid Through 99-CC-4623
99-CC-4643	Chicago State University	Paid Through 99-CC-4623
99-CC-4644	Chicago State University	Paid Through 99-CC-4624
99-CC-4645	Chicago State University	Paid Through 99-CC-4624
99-CC-4646	Illinois Correctional Industries	2,148.00
99-CC-4647	Best Western University Inn	47.85
99-CC-4648	Marquis Beverage Service	192.00
99-CC-4655	National College of District Attorneys, University of Houston Law Center	940.00
99-CC-4656	Governors State University	1,077.00
99-CC-4657	Governors State University	253.50
99-CC-4658	Warren Achievement Center, Inc.	317.55
99-CC-4659	Graminski, Stacy	570.00
99-CC-4661	Clinicare Corp.	1,244.52
99-CC-4662	Turner, Jacqueline	168.84
99-CC-4663	Marathon Ashland Petroleum LLC	122.18
99-CC-4664	Snap-On-Tools	759.38
99-CC-4665	Reed, Luetenah	294.00
99-CC-4666	Glenkirk	10,083.00

99-CC-4670	Tender Care	130.69
99-CC-4671	Marion Steel Co.	1,335.00
99-CC-4673	Travl, Travl, Travl Ltd.	1,267.00
99-CC-4674	SIU Physicians & Surgeons	38.82
99-CC-4677	Radisson Hotel Northbrook	480.04
99-CC-4678	Radisson Northbrook	305.20
99-CC-4679	Radisson Northbrook	76.30
99-CC-4681	Micro Group, Inc.	560.00
99-CC-4683	Tender Care	783.74
99-CC-4684	Tender Care	Paid Through 90-CC-4683
99-CC-4685	Bac Hotel Management, Inc.	44.15
99-CC-4687	Illinois Correctional Industries	5,178.84
99-CC-4688	Turner, John D.	320.37
99-CC-4689	Venture Stores, Inc.	149.26
99-CC-4693	Computer Associates International, Inc.	350.50
99-CC-4695	Naureckas, Sara, M.D.	569.44
99-CC-4696	Christian County Mental Health Association	20.42
99-CC-4698	Catholic Social Service of Peoria	2,082.00
99-CC-4699	Catholic Social Service of Peoria	1,041.00
99-CC-4700	Catholic Social Service of Peoria	2,082.00
99-CC-4701	Catholic Social Service of Peoria	2,082.00
99-CC-4702	Catholic Social Service of Peoria	2,082.00
99-CC-4703	Catholic Social Service of Peoria	2,082.00
99-CC-4704	Catholic Social Service of Peoria	2,082.00
99-CC-4705	Catholic Social Service of Peoria	2,082.00
99-CC-4706	Orchard Village	3,746.25
99-CC-4707	Tabb Textile	2,151.10
99-CC-4708	Easter Seal Rehabilitation Center of Will-Grundy County	2,082.00
99-CC-4710	Lutheran Home & Services Shepherd's Flock Child Care	3,750.00
99-CC-4712	Public Health & Safety, Inc.	42,545.50
99-CC-4713	Cooper, Diann	145.50
99-CC-4714	Ashby, Debra L.	180.00
99-CC-4715	Associates Capital Bank	46.28
99-CC-4716	Brown, D'Lynn	749.25
99-CC-4717	Davis, Emily	1,024.50
99-CC-4718	Haynes, Lanetta	1,383.33
99-CC-4719	Ryan's Tree Service, Inc.	720.00
99-CC-4720	Lee, Theresa	1,200.00

99-CC-4721	Kelly Services, Inc.	516.89
99-CC-4722	Community Counseling Center of Northern Madison County	2,036.38
99-CC-4723	Ritzel, Norm C.	18.75
99-CC-4728	Barnes & Noble, Inc.	41.75
99-CC-4729	Community College Dist. 508, Board of Trustees	144.50
99-CC-4730	Community College Dist. 508, Board of Trustees	166.00
99-CC-4731	Community College Dist. 508, Board of Trustees	725.00
99-CC-4732	Community College Dist. 508, Board of Trustees	500.00
99-CC-4733	Community College Dist. 508, Board of Trustees	600.00
99-CC-4735	Jackson, Sheila	281.50
99-CC-4737	Ingalls Hospital	13,020.05
99-CC-4738	Ingalls Hospital	1,973.00
99-CC-4739	Ingalls Hospital	1,341.00
99-CC-4741	Ingalls Hospital	1,204.00
99-CC-4742	Ingalls Hospital	428.00
99-CC-4743	Ingalls Hospital	263.00
99-CC-4744	Ingalls Hospital	1,486.00
99-CC-4745	Ingalls Hospital	92.00
99-CC-4747	Ingalls Hospital	1,096.00
99-CC-4748	Ingalls Hospital	646.00
99-CC-4750	Ingalls Hospital	95.00
99-CC-4751	Ingalls Hospital	23,502.80
99-CC-4754	Nardi, Elizabeth	78.20
99-CC-4755	GTE North	2,273.10
99-CC-4756	GTE North	309.12
99-CC-4758	McKnight, Billie	1,150.00
99-CC-4760	American Printing House	737.50
99-CC-4768	Crump, Charmena	1,652.32
99-CC-4769	Crump, Charmena	268.25
99-CC-4771	Pathway Services Unlimited f/k/a Jacksonville Area ARC	5,045.81
99-CC-4772	Computer Associates International, Inc.	720.00
99-CC-4776	Cunningham, Inc.	500.00
99-CC-4779	Ingalls Hospital	179.40
99-CC-4780	Merriweather, Linda	344.14

99-CC-4781	Cook, Phillis	2,887.76
99-CC-4783	Governors State University	291.00
99-CC-4785	Brown, Daniel D.	765.00
99-CC-4786	Brown, Daniel D.	1,343.25
99-CC-4787	Gateway Foundation, Inc.	5,998.62
99-CC-4788	Gateway Foundation, Inc.	3,293.36
99-CC-4789	Arturi Ace Hardware	779.27
99-CC-4791	Wells, Videz	1,831.50
99-CC-4792	Miller, Mikealeen	460.22
99-CC-4793	Nicor Gas	9,282.36
99-CC-4794	Young, Kenneth, Centers	261.03
99-CC-4795	Young, Kenneth, Centers	987.70
99-CC-4796	Young, Kenneth, Centers	10,382.40
99-CC-4798	Pitney Bowes, Inc.	467.52
99-CC-4800	Nextlink Interactive, Inc.	10,093.50
99-CC-4804	Bova, Nancy J.	736.36
99-CC-4807	Threlkeld, Daphne	217.34
99-CC-4808	Super K-Mart	980.02
99-CC-4809	United Airlines, Inc.	114.00
99-CC-4810	United Airlines, Inc.	224.00
99-CC-4811	United Airlines, Inc.	223.00
99-CC-4812	United Airlines, Inc.	223.00
99-CC-4813	United Airlines, Inc.	226.00
99-CC-4814	United Airlines, Inc.	224.00
99-CC-4816	Schmidt, Larry	21.30
99-CC-4817	Access Services of Northern Illinois	129.67
99-CC-4818	Illinois, University of, at Chicago	1,114.00
99-CC-4820	Associated Supply Co.	277.16
99-CC-4821	Ericsson, Inc.	122,742.17
99-CC-4822	Evare, LLC	15,000.00
99-CC-4823	Rachel's Place Care Center	6,581.70
99-CC-4824	Heavner, Dana	171.13
99-CC-4825	Jackson, Sherra	494.05
99-CC-4827	Graminski, Stacy	380.00
99-CC-4829	Scan-Optics, Inc.	1,300.00
99-CC-4835	St. Mary's Hospital	298.71
99-CC-4836	St. Mary's Hospital	1,200.90
99-CC-4837	St. Mary's Hospital	904.80
99-CC-4838	St. Mary's Hospital	269.92
99-CC-4839	St. Mary's Hospital	81.78
99-CC-4840	St. Mary's Hospital	409.21

99-CC-4841	St. Mary's Hospital	90.00
99-CC-4842	St. Mary's Hospital	97.72
99-CC-4843	St. Mary's Hospital	3,753.70
99-CC-4844	St. Mary's Hospital	67.89
99-CC-4845	St. Mary's Hospital	405.71
99-CC-4846	St. Mary's Hospital	78.42
99-CC-4847	Community Counseling Center of Northern Madison County	3,184.80
99-CC-4848	Baptiste-John, Takesha	592.00
99-CC-4849	Medical Resources, Inc.	1,375.00
99-CC-4862	Hardesty, Theresa Rahe	845.00
99-CC-4863	Kavanaugh, Domenica	7.00
99-CC-4864	Memorial Medical Center	1,777.71
99-CC-4866	Gradert, Dick	1,182.00
99-CC-4868	Chicago Hearing Society, a Division of Anixter Center	148.00
99-CC-4869	Anixter, Lester & Rosalie, Center	5,861.13
99-CC-4870	Anixter, Lester & Rosalie, Center	9,096.37
99-CC-4873	Lexis Law Publishing	71.49
99-CC-4874	Developmental Institute, Inc.	1,280.16
99-CC-4875	Illinois Mentor, Inc.	4,164.00
99-CC-4877	Quincy, City of; Police Department	14,135.04
99-CC-4878	Popper, Jessica	140.00
99-CC-4879	Cornele, Linda D.	17.36
99-CC-4881	UIC–Assistive Technology Unit	1,215.45
99-CC-4882	K-Five Construction Corp.	468.51
99-CC-4885	Algonquin Lube Express	40.47
99-CC-4888	Dudley, Mae	582.75
99-CC-4889	Chicago Lighthouse for People who are Blind or Visually Impaired	14,458.40
99-CC-4891	Young, Robert, Center, Inc.	31,324.50
99-CC-4892	Chicago Lighthouse for People who are Blind or Visually Impaired	1,136.00
99-CC-4893	Chicago Hearing Society, a Division of Anixter Center	66.00
99-CC-4894	Chicago Hearing Society, a Division of Anixter Center	74.00
99-CC-4895	Chicago Hearing Society, a Division of Anixter Center	1,999.50
99-CC-4897	Russo Power Equipment	243.28
99-CC-4898	Center for Contextual Change	1,236.00

99-CC-4899	Kotrba, Lisa, & Associates, Ltd.	370.10
99-CC-4902	Credit Data of Illinois	78.00
99-CC-4905	Giant Steps Learning Center	3,022.60
99-CC-4906	Countryside Association for the Handicapped	12,993.62
99-CC-4909	Dunton, Nancy F.	258.29
99-CC-4910	Digitrace Care Services, Inc.	46.39
99-CC-4911	Industrial Soap Co.	48.35
99-CC-4916	Crusader's Central Clinic Assoc.	20.00
99-CC-4917	Scheckel, Michael J.	458.10
00-CC-0001	Appleton, Helen P., Ph.D.	292.50
00-CC-0003	Fairview Heights Police Dept.	1,268.89
00-CC-0004	Fairview Heights Police Dept.	1,477.01
00-CC-0005	Aims Services, Inc.	140.00
00-CC-0006	Fairview Heights Police Dept.	1,281.93
00-CC-0007	Fairview Heights Police Dept.	1,079.49
00-CC-0008	Fairview Heights Police Dept.	1,528.23
00-CC-0010	Wilson, Margaret	210.00
00-CC-0011	Wilson, Margaret	390.00
00-CC-0013	Citgo Petroleum Corp.	557.80
00-CC-0014	Memorial Medical Center	2,056.85
00-CC-0015	Alko Automotive	64.91
00-CC-0017	Ridley, Renee	1,296.59
00-CC-0019	Roth, Terry R., M.D.	105.45
00-CC-0020	St. Mary's Hospital of Kankakee	19,910.06
00-CC-0022	Graphic Label Co.	219.69
00-CC-0024	Village Ace Hardware #3957-I	157.80
00-CC-0025	Jet Air, Inc.	140.62
00-CC-0026	AM Marketing, Inc.	40.00
00-CC-0027	AM Marketing, Inc.	162.15
00-CC-0028	AM Marketing, Inc.	162.15
00-CC-0036	Lifelink/Bensenville Home Society	200.00
00-CC-0038	Burnham, Village of	7,320.15
00-CC-0039	Edelberg-Shiffman & Associates, Inc.; Agents for Springfield Office Partners	4,909.00
00-CC-0041	Tate, Karrea	1,147.00
00-CC-0043	Valley View Public Schools	1,027.13
00-CC-0049	Washington University School of Medicine	120.00
00-CC-0050	Family Service	2,017.05
00-CC-0060	Moraine Valley Community College	288.80
00-CC-0064	Thompson Electric	34,862.00
00-CC-0071	SIU School of Medicine	7,172.00

00-CC-0078	North Suburban Clinic	44.25
00-CC-0080	Borges, Maribel	222.40
00-CC-0082	Northeastern Illinois University	1,375.80
00-CC-0083	Healthcare Living Centers	9,954.84
00-CC-0085	Meneghetti Reporting Co.	1,497.50
00-CC-0089	Xerox Corp.	114.00
00-CC-0092	Xerox Corp.	1,298.38
00-CC-0093	Xerox Corp.	345.95
00-CC-0094	Xerox Corp.	188.68
00-CC-0095	Xerox Corp.	1,891.16
00-CC-0096	Xerox Corp.	2,300.24
00-CC-0097	Xerox Corp.	1,371.69
00-CC-0098	Xerox Corp.	311.46
00-CC-0099	Xerox Corp.	685.16
00-CC-0100	Xerox Corp.	2,405.33
00-CC-0101	Xerox Corp.	1,997.42
00-CC-0102	Xerox Corp.	903.27
00-CC-0103	Xerox Corp.	190.00
00-CC-0104	Xerox Corp.	1,065.06
00-CC-0105	Xerox Corp.	437.18
00-CC-0106	Mays, Rosario	45.05
00-CC-0107	Mays, Rosario	53.00
00-CC-0108	Mays, Rosario	26.50
00-CC-0109	Mays, Rosario	90.10
00-CC-0110	Mays, Rosario	45.05
00-CC-0111	Mays, Rosario	90.10
00-CC-0112	Mays, Rosario	58.30
00-CC-0115	Xerox Corp.	1,419.00
00-CC-0117	Xerox Corp.	896.94
00-CC-0118	Xerox Corp.	347.36
00-CC-0119	Xerox Corp.	453.41
00-CC-0120	Xerox Corp.	445.18
00-CC-0124	Xerox Corp.	1,736.82
00-CC-0126	Xerox Corp.	2,220.17
00-CC-0127	Xerox Corp.	483.77
00-CC-0128	Xerox Corp.	600.00
00-CC-0129	Xerox Corp.	7,088.85
00-CC-0130	United Airlines, Inc.	223.00
00-CC-0132	Community Mental Health Center of Fulton & McDonough Counties	91.14
00-CC-0133	Jenkins, Jacqueline	724.00

00-CC-0134	Ruano, David L.	625.91
00-CC-0135	Regal Business Machines, Inc.	79.00
00-CC-0137	Hoener, R. L., Co.	152.10
00-CC-0138	Hinckley & Schmitt	508.20
00-CC-0213	St. Mary's Hospital	85.18
00-CC-0214	St. Mary's Hospital	391.70
00-CC-0215	St. Mary's Hospital	367.00
00-CC-0216	St. Mary's Hospital	296.00
00-CC-0217	St. Mary's Hospital	54.08
00-CC-0218	St. Mary's Hospital	118.32
00-CC-0219	St. Mary's Hospital	310.00
00-CC-0220	St. Mary's Hospital	303.40
00-CC-0221	St. Mary's Hospital	393.60
00-CC-0222	St. Mary's Hospital	327.29
00-CC-0223	St. Mary's Hospital	64.44
00-CC-0224	St. Mary's Hospital	62.29
00-CC-0225	St. Mary's Hospital	281.30
00-CC-0226	St. Mary's Hospital	469.20
00-CC-0227	St. Mary's Hospital	367.00
00-CC-0228	Myers, Dawn	1,583.00
00-CC-0229	Hoffman, Mary E.	46.25
00-CC-0230	Mathews, Tessy	1,248.00
00-CC-0231	St. Mary's Hospital	91.00
00-CC-0232	St. Mary's Hospital	59.60
00-CC-0233	St. Mary's Hospital	1,167.30
00-CC-0235	Richland Radiology, Ltd.	28.00
00-CC-0237	Richand Radiology, Ltd.	47.00
00-CC-0240	Arlington Power Equipment, Inc.	236.70
00-CC-0242	Medline Industries, Inc.	51.00
00-CC-0247	Porter, Patricia	1,130.00
00-CC-0254	Jordan, Pamela D.	190.68
00-CC-0255	Richland Radiology, Ltd.	28.00
00-CC-0256	Richland Radiology, Ltd.	16.00
00-CC-0258	Sparkling Spring Water Co.	113.05
00-CC-0260	Donohue, Mary E.	540.00
00-CC-0264	Biovir Laboratories, Inc.	280.00
00-CC-0265	Radiology Consultants of Rockford, Ltd.	88.00
00-CC-0267	Illinois, University of, at Chicago	2,500.00
00-CC-0268	Modern Distributing Co.	106.54
00-CC-0272	North Suburban Clinic	62.54
00-CC-0274	McCaskill, Essie B.	148.00

00-CC-0278	Beening, Mark	80.00
00-CC-0279	Beening, Denise	120.00
00-CC-0280	Delta Center, Inc.	1,342.37
00-CC-0281	Delta Center, Inc.	18.02
00-CC-0282	Peoria Association for Retarded Citizens, Inc.	4,824.00
00-CC-0284	REO Movers & Van Lines	188.00
00-CC-0285	Illinois State Police	52.68
00-CC-0286	Illinois State Police	78.52
00-CC-0291	Family Podiatry Center	9,000.00
00-CC-0292	Turasky, James Hunter	1,788.93
00-CC-0294	Champaign County Regional Planning Commission	341.38
00-CC-0295	Hinckley Springs Water Co.	78.50
00-CC-0297	Fitzpatrick, James E. LOA	49.07
00-CC-0299	Willowglen Academy, Inc.	6,360.00
00-CC-0300	Willowglen Academy, Inc.	5,609.31
00-CC-0302	Hall, David M.	150.81
00-CC-0303	Ingalls Hospital	95.00
00-CC-0308	Sector Technology Corp.	800.00
00-CC-0309	Sector Technology Corp.	1,083.37
00-CC-0310	Sector Technology Corp.	275.00
00-CC-0311	Sector Technology Corp.	2,791.74
00-CC-0312	Sector Technology Corp.	800.00
00-CC-0314	JDC Investment L.L.C.	903.00
00-CC-0315	Hancock County Health Dept.	1,711.51
00-CC-0321	McLeod, Heather	120.00
00-CC-0322	Cornerstone Services, Inc.	1,602.94
00-CC-0323	Budget Rent A Car Systems, Inc.	130.21
00-CC-0325	Illinois Correctional Industries	3,868.70
00-CC-0326	Illinois Correctional Industries	1,363.26
00-CC-0327	Illinois Correctional Industries	429.00
00-CC-0329	Community Counseling Centers of Chicago	204.96
00-CC-0330	Community Counseling Centers of Chicago	21.68
00-CC-0331	Community Counseling Centers of Chicago	265.81
00-CC-0332	Community Counseling Centers of Chicago	164.19
00-CC-0333	Community Counseling Centers of Chicago	68.83
00-CC-0334	Community Counseling Centers of Chicago	960.51
00-CC-0335	Community Counseling Centers of Chicago	29,430.34
00-CC-0336	Community Counseling Centers of Chicago	29,806.48
00-CC-0337	Community Counseling Centers of Chicago	538.48
00-CC-0338	Community Counseling Centers of Chicago	46.35

00-CC-0339	Community Counseling Centers of Chicago	3,493.56
00-CC-0340	Community Counseling Centers of Chicago	353.51
00-CC-0342	Interventions	42,151.76
00-CC-0344	Etna Oil Co.	761.20
00-CC-0345	SecurityLink from Ameritech	300.00
00-CC-0347	Best Western Brandywine	53.41
00-CC-0348	Radiological Services, Inc.	284.00
00-CC-0355	Misericordia Home	2,407.23
00-CC-0368	Misericordia Home	84,214.38
00-CC-0374	Gidwitz Place for Assisted Living	153.00
00-CC-0375	Sullivan House	2,082.00
00-CC-0377	St. Clair Associated Vocational Enterprises, Inc.	1,096.50
00-CC-0378	Medicar Limited d/b/a Care Fare	1,000.00
00-CC-0379	Northwestern Illinois Area Agency on Aging	742.00
00-CC-0382	Richland Community College	286.50
00-CC-0383	Futures Unlimited, Inc.	1,738.34
00-CC-0390	Community Counseling Centers of Chicago	835.70
00-CC-0391	Community Counseling Centers of Chicago	1,630.30
00-CC-0392	Northern Illinois University	2,445.55
00-CC-0393	Northern Illinois University	295.20
00-CC-0402	Moraine Valley Community College	466.50
00-CC-0406	Harding, William T., Inc.	840.00
00-CC-0410	Sullivan, James A.	2,365.00
00-CC-0411	Victory Memorial Hospital	21.42
00-CC-0412	Victory Memorial Hospital	25.96
00-CC-0413	CILCO	58.73
00-CC-0414	CILCO	100.00
00-CC-0422	Vottero, Linda A., D.D.S.	7,220.00
00-CC-0431	Community Mental Health Council, Inc.	8,668.00
00-CC-0432	Big R of Springfield	97.49
00-CC-0435	Russo, Paul E.	747.00
00-CC-0436	Caldwell, Maren	31.86
00-CC-0439	Oberlander Electric Co.	1,009.62
00-CC-0440	Bell, Nicole L.	280.00
00-CC-0441	Oberlander Electric Co.	1,382.17
00-CC-0442	Credit Bureau of Springfield	283.33
00-CC-0443	Credit Bureau of Springfield	135.70
00-CC-0444	Credit Bureau of Springfield	24.14
00-CC-0445	South Side Help Center	4,500.00
00-CC-0447	Southern Illinois University	265.74
00-CC-0448	Southern Illinois University	116.25

00-CC-0450	DuPage County Health Dept.	355.00
00-CC-0451	Xamis, Jim, Ford Lincoln-Mercury	132.90
00-CC-0456	Metropolitan Family Services	125.00
00-CC-0458	Liu, Fenqiang	346.93
00-CC-0461	Cooper, Diann	145.50
00-CC-0462	Lawson Products, Inc.	339.77
00-CC-0465	Fanning Oil Co.	30.58
00-CC-0467	Taylor, Cynthia	509.36
00-CC-0468	HVT/Rampco	78.83
00-CC-0473	St. Mary's Hospital	56.66
00-CC-0474	St. Mary's Hospital	77.51
00-CC-0475	St. Mary's Hospital	189.59
00-CC-0476	St. Mary's Hospital	96.44
00-CC-0477	St. Mary's Hospital	64.44
00-CC-0478	St. Mary's Hospital	250.83
00-CC-0479	St. Mary's Hospital	223.73
00-CC-0480	St. Mary's Hospital	159.40
00-CC-0483	Sheridan, Daniel J., Ph.D., R.N.	1,000.00
00-CC-0485	RPSL Occupational Health Centers	325.00
00-CC-0486	Camelot Care Centers, Inc.	21,816.10
00-CC-0488	Moraine Valley Community College	737.00
00-CC-0489	Moraine Valley Community College	3,400.00
00-CC-0491	St. Mary's Hospital	72.85
00-CC-0492	St. Mary's Hospital	76.09
00-CC-0493	St. Mary's Hospital	78.26
00-CC-0494	St. Mary's Hospital	138.63
00-CC-0495	St. Mary's Hospital	195.51
00-CC-0496	Interlate Systems, Inc.	2,519.03
00-CC-0497	Peak Professional Health Services	52.00
00-CC-0498	Morris, Patricia F.	2,551.00
00-CC-0500	St. Mary's Hospital	83.77
00-CC-0501	St. Mary's Hospital	729.40
00-CC-0502	St. Mary's Hospital	918.60
00-CC-0505	Illinois, University of, at Chicago	1,651.00
00-CC-0506	St. Mary's Hospital	276.00
00-CC-0510	St. Mary's Hospital	1,183.90
00-CC-0511	St. Mary's Hospital	369.80
00-CC-0514	Branson, Leonard L.	118.35
00-CC-0519	Czarobski, Doris E.	85.48
00-CC-0524	St. Mary's Hospital	339.00
00-CC-0525	St. Mary's Hospital	213.76

00-CC-0526	St. Mary's Hospital	550.44
00-CC-0532	Northeastern Illinois University	1,394.40
00-CC-0535	American Asset Management Services Corp.	272.40
00-CC-0536	Sertoma Center, Inc.	3,586.70
00-CC-0537	Viasoft	20,387.00
00-CC-0542	Parkland College	1,782.06
00-CC-0544	St. Coletta of Wisconsin	20,571.06
00-CC-0545	Nelson, Charles	391.10
00-CC-0546	Conmat, Inc.	3,407.65
00-CC-0549	St. Mary's Hospital	397.11
00-CC-0551	St. Mary's Hospital	133.27
00-CC-0552	St. Mary's Hospital	3,738.60
00-CC-0553	Crawford Memorial Hospital	8,226.85
00-CC-0556	Windsor Woods, Inc.	24,996.00
00-CC-0557	Patel, Dilip V.	272.80
00-CC-0558	Clark, Ivory S.	17.00
00-CC-0559	Children's Home Association of Illinois	14,924.25
00-CC-0560	Children's Home Association of Illinois	27,351.72
00-CC-0564	Clay County Social Services	2,564.40
00-CC-0569	Aramark Uniform Services, Inc.	46.28
00-CC-0571	Kovach, William & Billie	98.86
00-CC-0574	Williams VYVX Services	4,882.50
00-CC-0575	Williams VYVX Services	4,140.00
00-CC-0576	Williams VYVX Services	4,987.50
00-CC-0580	McCorkle Court Reporters, Inc.	641.55
00-CC-0582	City Colleges of Chicago–Malcolm X	949.21
00-CC-0583	Attorney General, Office of the	5.43
00-CC-0584	Attorney General, Office of the	30.00
00-CC-0588	Floyd, Melanie	95.22
00-CC-0593	Associates Capital Bank	92.57
00-CC-0595	Baby Fold, The	4,675.84
00-CC-0597	Tri-Star Supply, Inc.	4,659.00
00-CC-0598	Wal-Mart	299.84
00-CC-0600	Phelps, Margaret E.	114.00
00-CC-0601	Five Star Industries, Inc.	16,845.67
00-CC-0602	Door Systems, Inc.	272.64
00-CC-0603	Associates for Oral, Maxillofacial & Implant Surgery, Ltd.	125.00
00-CC-0604	Commonwealth Edison	16,104.39
00-CC-0605	Nurse, Jeffrey A.	22.50
00-CC-0606	Lincoln College	1,440.00

00-CC-0607	Best Western Brandywine	160.23
00-CC-0609	Associates Capital Bank	85.80
00-CC-0610	Associates Capital Bank	144.10
00-CC-0611	Associates Capital Bank	58.25
00-CC-0612	Associates Capital Bank	119.37
00-CC-0613	Associates Capital Bank	50.18
00-CC-0614	Associates Capital Bank	23.12
00-CC-0615	Associates Capital Bank	11.98
00-CC-0616	Associates Capital Bank	8.44
00-CC-0617	Associates Capital Bank	9.67
00-CC-0618	Associates Capital Bank	9.70
00-CC-0620	Mani, Aleyamma	62.00
00-CC-0624	Illinois State Police	105.85
00-CC-0625	Shelby County Community Services	137.96
00-CC-0627	Fisher Scientific	512.12
00-CC-0628	A & J Disposal Services, Inc.	1,700.00
00-CC-0629	Lincoln Land Community College	500.00
00-CC-0630	Associates Capital Bank	14.09
00-CC-0631	Associates Capital Bank	89.16
00-CC-0632	Associates Capital Bank	24.42
00-CC-0633	Associates Capital Bank	82.81
00-CC-0634	Associates Capital Bank	46.85
00-CC-0635	Associates Capital Bank	65.46
00-CC-0637	Zellers, Clyde	34.00
00-CC-0638	Sutton, Henry	600.68
00-CC-0639	Norris, Maxine B.	582.02
00-CC-0642	Brunner, Otto A.	137.25
00-CC-0643	Arbor Center for Eyecare, S.C.	65.00
00-CC-0644	Orland Park, Village of	25,746.00
00-CC-0646	G.C. Services	4,309.48
00-CC-0648	Southern Illinois University	3,476.80
00-CC-0649	Southern Illinois University	2,321.16
00-CC-0651	Southern Illinois University	1,445.90
00-CC-0652	Brower, Penny L.	1,659.56
00-CC-0653	Montgomery County Health Dept.	750.00
00-CC-0655	Fowler, George	1,674.60
00-CC-0656	Brown, Roberta I.	86.80
00-CC-0657	Satellite Education Network	408.33
00-CC-0658	Miller Engineering Co.	134.00
00-CC-0659	Caboose Club Too Preschool	738.00
00-CC-0662	Rush Behavioral Health	2,760.00

00-CC-0663	Johnson, Jean E.	125.07
00-CC-0665	Meier Chevrolet-Buick	99.75
00-CC-0666	Phillips Brothers, Inc.	16,926.00
00-CC-0668	Merrihew, George	260.00
00-CC-0669	Youth Outreach Services	90.00
00-CC-0670	Provena St. Mary's Hospital	3,787.44
00-CC-0671	Provena St. Mary's Hospital	3,922.76
00-CC-0672	Provena St. Mary's Hospital	4,003.34
00-CC-0673	Wattles, Janet, Center, Inc.	152,567.18
00-CC-0674	Bowman, T. J., Court Reporting Service	1,398.40
00-CC-0680	Youth Outreach Services	2,163.10
00-CC-0681	Marathon Ashland Petroleum LLC	74.92
00-CC-0683	Governors State University	622.00
00-CC-0684	Governors State University	366.00
00-CC-0685	Governors State University	1,069.00
00-CC-0686	Brown County Mental Health Center	8,021.71
00-CC-0687	Hancock County Mental Health Center	2,310.51
00-CC-0688	SIU Physicians & Surgeons	174.00
00-CC-0695	Correctional Physician Services, Inc.	224,204.20
00-CC-0696	Area Wide Reporting	351.90
00-CC-0697	Craig, Richard E., II	300.00
00-CC-0699	Radiologic Physicians, Ltd.	447.94
00-CC-0700	GTE North	805.72
00-CC-0701	GTE North	219.09
00-CC-0702	GTE North	199.44
00-CC-0703	GTE North	187.38
00-CC-0704	GTE North	889.54
00-CC-0705	GTE North	325.68
00-CC-0706	Lehmann, Wayne A.	56.94
00-CC-0707	Landes Trucking, Inc.	16,076.96
00-CC-0708	Klein, Thorpe & Jenkins, Ltd.	7.75
00-CC-0709	Illinois Department of Employment Security	49.60
00-CC-0711	Brahler Lube Center	34.99
00-CC-0712	Veterans Affairs, Department of	800.00
00-CC-0713	Redeker, Kathleen	71.82
00-CC-0714	SSS Development, Inc.	26.76
00-CC-0718	Marathon Ashland Petroleum LLC	53.51
00-CC-0719	Marathon Ashland Petroleum LLC	25.59
00-CC-0721	Rosenfeld, Neal D.	75.00
00-CC-0722	O'Sullivan, Daniel	2,483.00
00-CC-0724	Pere Marquette Lodge	55.50

00-CC-0731	Altheimer & Gray	4,652.69
00-CC-0732	Puckett Oil Co. Tee Pee Mini Mart	383.78
00-CC-0733	Puckett Oil Co. Tee Pee Mini Mart	9.54
00-CC-0734	Quardri, Gani	436.80
00-CC-0735	Western Illinois University	200.76
00-CC-0736	Western Illinois University	200.76
00-CC-0738	Northeastern Illinois University	1,526.70
00-CC-0739	Mueller, Joan M.	174.40
00-CC-0740	Hancock County Health Dept.	1,000.00
00-CC-0741	Holloway, Manuel	315.27
00-CC-0742	Funnye, Verdelle C.	121.25
00-CC-0743	Marathon Ashland Petroleum LLC	9.23
00-CC-0744	Automotive Equipment Sales & Service	129.10
00-CC-0745	Pedrotti, R.E., Co.	810.00
00-CC-0746	Northeastern Illinois University	624.30
00-CC-0748	Hopkins, Jane	489.28
00-CC-0750	Country Club Hills Park Dist.	21,000.00
00-CC-0751	Provena Hospital Meals on Wheels	88.20
00-CC-0752	Crete Park District	416.25
00-CC-0756	Uniform Den, Inc.	7,300.40
00-CC-0759	Associates Capital Bank	76.62
00-CC-0760	Gallimore, Mary	350.28
00-CC-0761	Evans & Evans Counseling & Consulting Services	700.00
00-CC-0762	Human Services; Petty Cash, Department of	67.39
00-CC-0764	Associates Capital Bank	173.80
00-CC-0765	Associates Capital Bank	106.23
00-CC-0766	Associates Capital Bank	192.32
00-CC-0767	American Home Patient	161.04
00-CC-0771	Independence Plus, Inc.	1,276.00
00-CC-0772	Independence Plus, Inc.	1,218.00
00-CC-0773	Independence Plus, Inc.	1,276.00
00-CC-0774	Independence Plus, Inc.	1,080.00
00-CC-0775	Independence Plus, Inc.	984.00
00-CC-0777	Independence Plus, Inc.	8,127.00
00-CC-0778	Independence Plus, Inc.	8,127.00
00-CC-0779	Independence Plus, Inc	8,127.00
00-CC-0780	Independence Plus, Inc.	8,127.00
00-CC-0782	Illinois Correctional Industries	3,134.00
00-CC-0783	Illinois Correctional Industries	2,169.00
00-CC-0784	Illinois Correctional Industries	580.00

00-CC-0785	Illinois Correctional Industries	770.00
00-CC-0786	Illinois Correctional Industries	1,407.84
00-CC-0788	Illinois Correctional Industries	477.27
00-CC-0790	Illinois Correctional Industries	976.00
00-CC-0791	Illinois Correctional Industries	4,770.00
00-CC-0792	Illinois Correctional Industries	2,132.00
00-CC-0793	Illinois Correctional Industries	11,324.72
00-CC-0794	Illinois Correctional Industries	300.00
00-CC-0795	Illinois Correctional Industries	1,270.50
00-CC-0796	Illinois Correctional Industries	2,293.50
00-CC-0797	Illinois Correctional Industries	770.00
00-CC-0798	Illinois Correctional Industries	770.00
00-CC-0799	Illinois Correctional Industries	3,616.80
00-CC-0800	Illinois Correctional Industries	2,062.40
00-CC-0801	Sundberg, Jeffrey B.	278.10
00-CC-0803	Lincoln Land Community College	650.00
00-CC-0804	National City	4,296.78
00-CC-0806	Houston Plumbing, Heating & Air Conditioning	1,180.00
00-CC-0807	Pharo, Darwin Richard & Sheri Colleen	1,500.00
00-CC-0808	CTG, Inc.	1,956.00
00-CC-0809	Peoria City/County Health Dept.	500.00
00-CC-0810	Goldberger, Kathleen	6,625.00
00-CC-0811	St. Mary's Hospital	64.09
00-CC-0812	St. Mary's Hospital	315.90
00-CC-0813	St. Mary's Hospital	123.17
00-CC-0814	St. Mary's Hospital	85.99
00-CC-0815	St. Mary's Hospital	174.16
00-CC-0816	St. Mary's Hospital	226.80
00-CC-0817	St. Mary's Hospital	96.28
00-CC-0818	St. Mary's Hospital	144.38
00-CC-0819	St. Mary's Hospital	51.33
00-CC-0820	St. Mary's Hospital	133.28
00-CC-0821	St. Mary's Hospital	90.20
00-CC-0822	St. Mary's Hospital	207.40
00-CC-0824	St. Mary's Hospital	127.73
00-CC-0825	St. Mary's Hospital	336.33
00-CC-0826	St. Mary's Hospital	355.60
00-CC-0827	St. Mary's Hospital	736.00
00-CC-0829	Ideal Environmental Engineering, Inc.	325.00
00-CC-0832	Marathon Ashland Petroleum LLC	14.22

00-CC-0835	Gateway Foundation, Inc.	28,470.00
00-CC-0836	Evanston Health Dept., City of	721.50
00-CC-0837	Robert's Auto Repair, Inc.	2,603.30
00-CC-0839	Hood, Roosevelt H., Jr.	1,417.32
00-CC-0840	State Fire Marshal, Office of	90.00
00-CC-0842	State Fire Marshal, Office of	765.00
00-CC-0844	Urban Retail Properties Co.	3,272.97
00-CC-0852	Willo Products Co.	181.10
00-CC-0854	Marathon Ashland Petroleum LLC	19.82
00-CC-0855	Marathon Ashland Petroleum LLC	31.87
00-CC-0856	Marathon Ashland Petroleum LLC	125.64
00-CC-0857	Marathon Ashland Petroleum LLC	561.72
00-CC-0858	Marathon Ashland Petroleum LLC	139.17
00-CC-0859	Marathon Ashland Petroleum LLC	291.95
00-CC-0860	Marathon Ashland Petroleum LLC	175.57
00-CC-0861	Marathon Ashland Petroleum LLC	487.15
00-CC-0862	Collins, Azella C.	103.48
00-CC-0863	Willo Products Co.	2,592.00
00-CC-0864	Montgomery, Earl	410.50
00-CC-0865	Russell, Kennedy M.	553.20
00-CC-0866	IGM Ltd.	2,410.56
00-CC-0869	Tepper Electric Supply Co.	361.26
00-CC-0870	Tepper Electric Supply Co.	2,094.74
00-CC-0875	Hunt, Jeffrey A.	546.00
00-CC-0876	Metro-Diversified Laboratories, Inc.	425.00
00-CC-0877	Envirovac Inc.	4,000.44
00-CC-0878	CILCO	43.93
00-CC-0879	O'Herron, Ray, Co.	119.74
00-CC-0880	Bradford National Bank	86.00
00-CC-0883	Associates Capital Bank	309.70
00-CC-0884	Podolsky Northstar	5,294.63
00-CC-0885	Hinckley Springs Water Co.	42.00
00-CC-0886	Friendly Chevrolet, Inc.	20,983.40
00-CC-0887	Nelson, Russell C.	125.55
00-CC-0888	DiFonso, Louis S.	130.96
00-CC-0889	CTG, Inc.	52,416.00
00-CC-0890	Mitchell Repair Information Co.	86.00
00-CC-0891	Cook County, Clerk of the Circuit Court	190.00
00-CC-0894	Mid-American Elevator Co.	1,808.00
00-CC-0895	Mid-American Elevator Co.	852.00
00-CC-0896	Mid-American Elevator Co.	290.00

00-CC-0897	Mid-American Elevator Co.	81.00
00-CC-0898	Mid-American Elevator Co.	2,240.00
00-CC-0899	Mid-American Elevator Co.	1,014.00
00-CC-0901	Geltner, Susan M.	169.50
00-CC-0902	Bloomington Offset Process, Inc.	6,200.00
00-CC-0903	Miceli, Mark	39.37
00-CC-0904	Rutledge, Collier	297.85
00-CC-0905	Caruso, Kathleen	399.90
00-CC-0906	Garrett, Christine	274.50
00-CC-0907	Johnson Controls, Inc.	725.05
00-CC-0909	Johnson Controls, Inc.	214.10
00-CC-0910	Johnson Controls, Inc.	1,575.45
00-CC-0911	Counseling Connection	216.00
00-CC-0912	Starved Rock Lodge & Conference Center	150.47
00-CC-0913	Budget Rent a Car Systems, Inc.	437.03
00-CC-0914	Tabb Textile, Inc.	2,395.82
00-CC-0915	Peirce, G. Charles	38.77
00-CC-0917	Dziubek, Ron	492.78
00-CC-0919	North Shore Sanitary District	1,681.98
00-CC-0920	Aunt Martha's Youth Service Center, Inc.	135.99
00-CC-0923	Clay County Health Dept.	1,307.71
00-CC-0926	Thompson, Mary	257.10
00-CC-0927	Stapleton, Kathleen A.	684.94
00-CC-0929	Aunt Martha's Youth Service Center, Inc.	962.75
00-CC-0930	Aunt Martha's Youth Service Center, Inc.	Paid Through 00-CC-0929
00-CC-0931	Corporate Identity, Inc.	9,999.50
00-CC-0932	Howell, Clifton D.	8,731.33
00-CC-0933	Southwestern Illinois Higher Education Consortium	54.02
00-CC-0936	Brooks, Dean	47.54
00-CC-0937	Pulliam, Yvonne J.	11.50
00-CC-0940	Valika, Karim, Dr.	394.24
00-CC-0941	Geltner, Susan M.	133.98
00-CC-0942	Adapt of America	73,816.83
00-CC-0945	Schnitz, Cynthia	13.64
00-CC-0946	Party Creations	169.00
00-CC-0947	Cooke, Jon, Sr.	22.32
00-CC-0953	Illinois Correctional Industries	225.00
00-CC-0954	Illinois Correctional Industries	1,182.50
00-CC-0960	Illinois Correctional Industries	78.84

00-CC-0961	Illinois Correctional Industries	3,240.00
00-CC-0962	Illinois Correctional Industries	1,113.91
00-CC-0966	Harper, William Rainey, College	1,795.00
00-CC-0967	Harper, William Rainey, College	927.40
00-CC-0969	America Ambulance Service, Inc.	450.00
00-CC-0970	Eisel, John	400.00
00-CC-0972	World Travel Associates	1,925.00
00-CC-0974	Plainwell Brass, Inc.	114.50
00-CC-0975	Developmental Disability Services	1,250.00
00-CC-0976	Northeastern Illinois University	696.00
00-CC-0977	Interventions–Lifeworks	848.00
00-CC-0978	Interventions–Lifeworks	1,178.00
00-CC-0979	Interventions–Lifeworks	992.00
00-CC-0980	Interventions–Lifeworks	879.00
00-CC-0981	Interventions–Lifeworks	496.00
00-CC-0982	Interventions–Lifeworks	1,054.00
00-CC-0983	Interventions–Lifeworks	27,080.70
00-CC-0984	Interventions–Lifeworks	903.66
00-CC-0986	East Carondelet, Village of	2,268.81
00-CC-0987	East Carondelet, Village of	1,463.70
00-CC-0992	Children's Home Association of Illinois	543.15
00-CC-1001	Graham, Ray, Association	2,297.17
00-CC-1014	Pingel Exchanger Service, Inc.	5,265.00
00-CC-1015	Phillips Brothers, Inc.	7,242.08
00-CC-1022	Regency at Home Care Services	916.80
00-CC-1023	Absolute Reporters	346.00
00-CC-1024	Zimmerman, Thomas W.	315.17
00-CC-1025	Marathon Ashland Petroleum LLC	104.81
00-CC-1028	Metro Consultants	105.00
00-CC-1029	Metro Consultants	105.00
00-CC-1030	Metro Consultants	105.00
00-CC-1031	Metro Consultants	105.00
00-CC-1032	Metro Consultants	121.00
00-CC-1033	Metro Consultants	105.00
00-CC-1034	Metro Consultants	121.00
00-CC-1035	Metro Consultants	105.00
00-CC-1076	DePaul University	1,440.00
00-CC-1077	Stiff, Millvenia	300.00
00-CC-1079	Dudy, James A.	60.00
00-CC-1080	Prairie State College	684.29
00-CC-1081	Camelot Care Centers, Inc.	2,412.10

00-CC-1083	Rosenberg, Einar B.	85.20
00-CC-1084	Heritage Trail Library System	108,570.28
00-CC-1085	Conoco, Inc.	58.85
00-CC-1086	Conoco, Inc.	13.44
00-CC-1087	Conoco, Inc.	16.44
00-CC-1088	Paulin, Teri	100.00
00-CC-1089	Image Soup, Inc.	2,000.00
00-CC-1090	Governors State University	314.25
00-CC-1091	Excelsior Youth Centers, Inc.	336.00
00-CC-1092	Association for Individual Development	25,869.03
00-CC-1093	Germantown Village	10,000.00
00-CC-1094	Wood, John, Community College	500.00
00-CC-1095	Alhassan, Sarah	125.00
00-CC-1096	Reagan, Michael T.	190.60
00-CC-1097	Mattoon Community Unit School Dist. #2	525.00
00-CC-1098	Mr. Blindman	199.00
00-CC-1099	Watts Copy Systems, Inc.	150.28
00-CC-1100	Lee, Brenda H.	15.00
00-CC-1101	Gorhams, Inc.	9,640.00
00-CC-1102	Baske, James R.	210.80
00-CC-1104	Dugas, Rosalind	2,438.00
00-CC-1108	Associates Capital Bank	43.62
00-CC-1111	OSF Saint James Hospital	294.00
00-CC-1114	Lees Inn–K3	64.31
00-CC-1115	Lutheran Social Services of Illinois	12,299.34
00-CC-1116	Bedell, William M., Achievement & Resource Center	80.46
00-CC-1117	Mossner, Alfred Co.	30.00
00-CC-1118	Image Soup, Inc.	62.62
00-CC-1119	Elm City Rehabilitation Center, Inc.	40.20
00-CC-1121	Lawrence, Dorothy J.	36.22
00-CC-1123	Oaks Psychiatric Hospital	47,825.28
00-CC-1124	Victoria Court Reporting Services, Inc.	217.25
00-CC-1125	Vogel, Lloyd	26.04
00-CC-1128	McCulloh, Karen J.	300.00
00-CC-1129	Harper, William Rainey, College	1,795.00
00-CC-1130	Allendale Association d/b/a Bradley Counseling Center	23.42
00-CC-1132	Gunnell, Donald L.	2,009.25
00-CC-1133	Forst, Ralph P.	341.94
00-CC-1134	Memorial Hospital	792.86

00-CC-1135	Lad Lake, Inc.	826.16
00-CC-1136	Illinois Correctional Industries	18,940.00
00-CC-1140	Overdoors of Illinois, Inc.	249.50
00-CC-1142	KLD Associates, Inc.	440.00
00-CC-1144	Illinois, University of, at Springfield	1,665.00
00-CC-1145	Illinois, University of, at Springfield	1,304.00
00-CC-1146	Illinois, University of, at Springfield	1,179.00
00-CC-1147	Illinois, University of, at Springfield	1,275.00
00-CC-1148	Illinois, University of, at Springfield	525.00
00-CC-1149	Illinois, University of, at Springfield	1,179.00
00-CC-1150	Illinois, University of, at Springfield	1,179.00
00-CC-1151	Illinois, University of, at Springfield	1,304.00
00-CC-1152	Illinois, University of, at Springfield	1,304.00
00-CC-1153	Illinois, University of, at Springfield	12.00
00-CC-1154	Illinois, University of, at Springfield	1,665.00
00-CC-1155	Illinois, University of, at Springfield	1,476.00
00-CC-1156	Illinois, University of, at Springfield	777.00
00-CC-1157	Illinois, University of, at Springfield	777.00
00-CC-1158	Illinois, University of, at Springfield	1,665.00
00-CC-1159	Illinois, University of, at Springfield	1,304.00
00-CC-1160	Illinois, University of, at Springfield	1,304.00
00-CC-1161	Illinois, University of, at Springfield	1,179.00
00-CC-1162	Illinois, University of, at Springfield	525.00
00-CC-1163	Illinois, University of, at Springfield	761.50
00-CC-1164	Illinois, University of, at Springfield	1,665.00
00-CC-1165	Illinois, University of, at Springfield	867.50
00-CC-1166	Illinois, University of, at Springfield	1,665.00
00-CC-1167	Illinois, University of, at Springfield	1,304.00
00-CC-1168	Schnowske & Sons	4,250.00
00-CC-1171	APCOA /Standard Parking	4,330.00
00-CC-1173	Memorial Hospital	181.75
00-CC-1175	Central Illinois Service Access, Inc.	154.25
00-CC-1177	Shew Brothers, Inc.	701.85
00-CC-1178	Harvey-Evans, Deborah	444.41
00-CC-1179	Associates Capital Bank	28.81
00-CC-1180	Associates Capital Bank	14.17
00-CC-1181	Hancock County Mental Health Center	6,947.21
00-CC-1182	BNP Enterprises, Inc. d/b/a Quality Inn	134.07
00-CC-1183	BNP Enterprises, Inc. d/b/a Quality Inn	178.76
00-CC-1184	BNP Enterprises, Inc. d/b/a Quality Inn	134.07
00-CC-1188	McHenry County Mental Health Board	125.90

00-CC-1189	Bhatti, Akram M.	100.00
00-CC-1194	Mount St. Joseph	2,947.52
00-CC-1197	Associates Capital Bank	12.03
00-CC-1198	Associates Capital Bank	140.58
00-CC-1200	Consolidated Medical Transport, Inc.	198.00
00-CC-1203	Adelstein & Associates, LLC	4,930.00
00-CC-1204	Sparkling Spring Water Co.	257.90
00-CC-1206	Brooks, Thomas A.	1,105.25
00-CC-1208	Alton Park and Recreation Depts.	375.00
00-CC-1209	Computerland Technology Center	42,882.23
00-CC-1210	Hardin, George P.	340.34
00-CC-1211	Hardin, George P.	340.34
00-CC-1213	Transportation, Dept. of	72.39
00-CC-1214	Parkland College	637.00
00-CC-1215	Heitz, Marcia	86.80
00-CC-1216	Elm City Rehabilitation Center, Inc.	562.80
00-CC-1217	Print People, Inc., The	10,470.00
00-CC-1218	Farmer, Alphonso	295.74
00-CC-1219	Rend Lake Conservancy Dist.	6,888.50
00-CC-1222	Southern Illinois University	22,100.72
00-CC-1223	Harden, Duane	22.11
00-CC-1224	Good Vibes Sound, Inc.	255.00
00-CC-1225	Physical Services, Department of	21.49
00-CC-1228	Lohbauer Electric, Inc.	103.00
00-CC-1230	Park Plastic Products	880.00
00-CC-1233	Wilson, Stephen H.	200.00
00-CC-1234	Pereira, Francisco J.	33.48
00-CC-1235	UIC–Assistive Technology Unit	600.00
00-CC-1236	Carleton of Oak Park	169.40
00-CC-1247	St. Mary's Hospital	51.00
00-CC-1249	St. Mary's Hospital	55.00
00-CC-1250	St. Mary's Hospital	95.00
00-CC-1255	Jo Daviess Workshop, Inc.	4,180.80
00-CC-1257	Eaton, Malcolm, Enterprises	8,018.42
00-CC-1258	Kalis, Henry & Arlite	6,368.67
00-CC-1259	Murphy, Lora D.	208.94
00-CC-1260	Wyanet, Village of	3,522.60
00-CC-1261	Lees Inn	64.31
00-CC-1262	Disability Consultants	707.25
00-CC-1263	Sangamon Area Special Education	9,555.00
00-CC-1264	Edmison, William D.	964.05

00-CC-1266	Johnson, Veodis I.	81.47
00-CC-1267	Conner, Mary H.	222.50
00-CC-1270	Com Ed	23,604.84
00-CC-1271	Union Savings Bank	581.02
00-CC-1273	Moraine Valley Community College	197.00
00-CC-1274	Fulks, Kathy L.	66.70
00-CC-1284	Finnegan, Thomas c/o Children & Family Services	344.88
00-CC-1285	Moraine Valley Community College	645.00
00-CC-1287	IL-MO Security, Inc.	1,995.92
00-CC-1289	US Office Products	268.81
00-CC-1292	US Office Products	91.74
00-CC-1294	Thomas, Gary C.	148.05
00-CC-1295	Keys, Lashon C.	35.34
00-CC-1299	Inrange Technologies	16,062.00
00-CC-1300	US Attorney–CDIL LECC	100.00
00-CC-1301	Force America, Inc.	918.24
00-CC-1304	Partlow, Jerry L.	270.89
00-CC-1305	Association for Retarded Citizens of Rock Island County	120.60
00-CC-1307	Brown, Anthony L., M.D.	6.67
00-CC-1308	Richman, Nancy	30.00
00-CC-1309	Gold, Marvin E., M.D.	20.00
00-CC-1310	Ray, Isaac, Center	2,500.00
00-CC-1317	CDS Office Technologies	1,124.00
00-CC-1320	CDS Office Technologies	263.50
00-CC-1321	CDS Office Technologies	250.00
00-CC-1323	CDS Office Technologies	607.00
00-CC-1324	Stahelin Enterprise, L.P.	1,070.57
00-CC-1328	Collins, Heather	160.00
00-CC-1331	Resource One	193.75
00-CC-1335	Allendale Association	1,658.30
00-CC-1337	Baqai, Paulette J.	539.11
00-CC-1341	Banks, Robert J.	98.95
00-CC-1342	Lawson Products, Inc.	92.28
00-CC-1343	Resource One	412.50
00-CC-1344	REO Movers	11,750.00
00-CC-1345	Broadview Park District	24,315.88
00-CC-1348	Little Bear Child Development Center	308.75
00-CC-1349	Palmer, James E.	77.76
00-CC-1351	Illinois Correctional Industries	1,540.00

00-CC-1352	Illinois Correctional Industries	1,232.00
00-CC-1355	Graue, Inc.	166.10
00-CC-1358	Thara Corp. d/b/a Valcom Learning Center	270.00
00-CC-1360	Edwards, Michael	89.90
00-CC-1363	Ameritech Advanced Data Services of Illinois, Inc.	3,755.40
00-CC-1364	Ameritech Advanced Data Services of Illinois, Inc.	17,619.88
00-CC-1365	Ameritech Advanced Data Services of Illinois, Inc.	6,969.60
00-CC-1366	Ameritech Advanced Data Services of Illinois, Inc.	7,339.60
00-CC-1367	Ameritech Advanced Data Services of Illinois, Inc.	9,080.87
00-CC-1368	Holiday Inn	160.63
00-CC-1369	Weber Management	12,959.25
00-CC-1370	Joliet Junior College	24.00
00-CC-1371	Intoximeters, Inc.	38,240.00
00-CC-1372	Intoximeters, Inc.	28,400.00
00-CC-1373	Intoximeters, Inc.	7,294.76
00-CC-1374	Renfroe, Gregory L.	8.37
00-CC-1375	Renfroe, Gregory L.	83.00
00-CC-1376	Dura Wax Co.	2,779.56
00-CC-1377	Rand Materials Handling Equipment Co.	595.00
00-CC-1378	Geline, Richard A., M.D.	70.00
00-CC-1380	Fisher Scientific	463.95
00-CC-1382	Floreani, Chris	480.00
00-CC-1383	Perez, Michael A.	954.00
00-CC-1384	Perez, Michael A.	954.00
00-CC-1385	Kolinek, Susan	193.28
00-CC-1386	Southern Illinois Anesthesia Group, Ltd.	174.34
00-CC-1388	Effingham County Fair Association	107.86
00-CC-1389	McManus, Michael G.	313.12
00-CC-1391	Guyer & Enichen, P.C.	615.50
00-CC-1392	Swedish American Hospital	1,110.90
00-CC-1393	Swedish American Hospital	1,105.92
00-CC-1395	Lamantia Creative, Ltd.	20,000.00
00-CC-1396	Feldman, Wasser, Draper & Benson	178.52
00-CC-1398	Henley Park Hotel	532.44
00-CC-1402	Ames, Kathleen S.	120.00
00-CC-1403	Winbigler, Richard	26.48

00-CC-1404	Rowley, John L.	25.00
00-CC-1407	Stoker, Amy	255.00
00-CC-1408	Country Leasing	2,615.01
00-CC-1410	Interlate Systems, Inc.	531.42
00-CC-1412	Rapp, John W., Jr.	68.00
00-CC-1413	Community Alternative Unlimited	1,080.53
00-CC-1414	Derrick, Sorieda J.	528.20
00-CC-1416	Elliott, Stanley	99.82
00-CC-1420	Auditory Instruments of Illinois, Inc.	250.00
00-CC-1423	Elliott, Stanley	125.24
00-CC-1426	Young, Kenneth, Centers	6,486.50
00-CC-1427	Young, Kenneth, Centers	7,771.51
00-CC-1428	Bethphage	11,657.13
00-CC-1430	Illinois Correctional Industries	732.00
00-CC-1431	Bland, Hazel; Promise Center #465	4,955.88
00-CC-1432	Wagg, Kristin	294.25
00-CC-1433	Allendale Association	28,905.66
00-CC-1434	Medical Eye Services	225.91
00-CC-1436	Provena St. Mary's Hospital	127.45
00-CC-1437	Wade, Cassina	1,545.00
00-CC-1438	Edelberg-Shiffman & Associates, Inc.; Agents for Springfield Office Partners	577.44
00-CC-1440	Correctional Healthcare Solutions, Inc.	11,076.97
00-CC-1446	Mazurk, Mary A.	150.00
00-CC-1447	US Office Products	79.20
00-CC-1448	Shankman, Sonia, Orthogenic School	29,291.29
00-CC-1449	Associates Capital Bank	10.77
00-CC-1450	Associates Capital Bank	12.70
00-CC-1451	Associates Capital Bank	58.31
00-CC-1452	Associates Capital Bank	15.15
00-CC-1455	SIU Physicians & Surgeons	40.35
00-CC-1458	CTG, Inc. of Illinois	81,012.50
00-CC-1461	Northeastern Illinois University	310.95
00-CC-1462	Kosla, Carole	66.95
00-CC-1465	Miracle Systems, Inc.	20,583.52
00-CC-1466	Miracle Systems, Inc.	20,583.52
00-CC-1467	GIS Solutions	2,700.00
00-CC-1468	Hampton, Joseph L.	214.19
00-CC-1470	Rock Island County Health Dept.	9,302.00
00-CC-1471	Provena St. Mary's Hospital	78.46
00-CC-1473	Phillips Brothers, Inc.	30,629.50

00-CC-1475	Avanti Foods Co.	677.20
00-CC-1477	Chicago Portable Electronics	345.00
00-CC-1478	Schultz, Clifford F., & Co.	110.73
00-CC-1479	Craig, Ernest H.	1,400.00
00-CC-1482	Cook, Tiffany	440.00
00-CC-1483	R.A.V.E. Inc. #573	756.26
00-CC-1484	R.A.V.E. Inc. #573	1,512.52
00-CC-1485	Schiff, Michael, M.D.	175.00
00-CC-1487	Community Health Partnership of Illinois	1,536.46
00-CC-1488	Performance Syn-Luke, Inc.	1,243.20
00-CC-1489	Performance Syn-Luke, Inc.	612.00
00-CC-1490	Hampton Inn	65.49
00-CC-1495	Illinois, University of, at Springfield	231.50
00-CC-1498	Central Illinois Service Access 666	12.34
00-CC-1499	Springfield Electric Supply Co.	1,229.45
00-CC-1500	Siddiqui, Shanti, M.D.	1,010.70
00-CC-1503	York International Corp. d.b.a Natkin Services	578.76
00-CC-1504	Kar Products, Inc.	189.92
00-CC-1505	Tri-Dim Filter Corp.	392.40
00-CC-1506	Ararmark Uniforms, Inc.	102.96
00-CC-1507	Natkin Service	16,183.00
00-CC-1510	Golembeck Reporting Service	94.50
00-CC-1512	Merck & Co.	2,082.36
00-CC-1538	Shawgo, Gary W.	1,783.00
00-CC-1539	Shawgo, Gary W.	577.43
00-CC-1546	Rohner, Jill	81.22
00-CC-1549	Byassee, Brenda	155.00
00-CC-1550	Rock Island County Health Dept.	7,157.33
00-CC-1551	Rock Island County Health Dept.	34,199.56
00-CC-1555	Marklund	216.29
00-CC-1556	Concept Media	290.00
00-CC-1557	Condon, Joseph P.	334.80
00-CC-1558	Will County Health Dept.	5,447.31
00-CC-1560	Meier Chevrolet-Buick	145.18
00-CC-1565	IBM Corp.	1,499.20
00-CC-1570	US Office Products	135.74
00-CC-1571	US Office Products	240.51
00-CC-1572	Associates Capital Bank	188.06
00-CC-1573	Five Star Industries, Inc.	851.84
00-CC-1574	Martin, Jack L.	1,907.40
00-CC-1576	Drayton, Kenneth	106.95

00-CC-1580	Lambs Farm, The	5,377.46
00-CC-1582	Lad Lake, Inc.	5,290.56
00-CC-1586	Tepper Electric Supply Co.	146.43
00-CC-1589	Menard County Health Dept.	2,416.25
00-CC-1591	Spin-Cast Plastics South Bend, IN	9,140.00
00-CC-1593	Daniel, Maggie A.	283.50
00-CC-1594	Crusader's Central Clinic Assoc.	38.00
00-CC-1597	Lawrence County Health Dept.	9,875.40
00-CC-1598	St. Joseph Medical Center	95.00
00-CC-1600	IBM Corp.	9,999.00
00-CC-1608	Larkin Center, The	5,950.00
00-CC-1611	IBM Corp.	974.36
00-CC-1612	Quinones, Richard, M.D.	450.00
00-CC-1615	SecurityLink from Ameritech	307.64
00-CC-1617	Express Computer Supplies	20,973.63
00-CC-1619	IBM Corp.	2,432.88
00-CC-1620	IBM Corp.	796.08
00-CC-1628	Kukuck, Lynn	63.76
00-CC-1629	Starved Rock Lodge & Conference Center	64.69
00-CC-1630	Starved Rock Lodge & Conference Center	64.69
00-CC-1633	Caesar Fiocchi Co.	3,695.00
00-CC-1634	Russell, Dave L.	63.24
00-CC-1637	Nite Inn/Interim Lodging	524.94
00-CC-1638	Nite Inn/Interim Lodging	874.90
00-CC-1639	Clock Tower Properties, Inc.	266.40
00-CC-1645	Illinois, University of	1,457.00
00-CC-1646	Sexton Ford	139.35
00-CC-1647	Illinois, University of	1,633.33
00-CC-1649	Community College Dist. 508 on Behalf of Kennedy King College	452.50
00-CC-1650	Community College Dist. 508 on Behalf of Kennedy-King College	405.00
00-CC-1651	Community College Dist. 508 on Behalf of Washington College	476.25
00-CC-1652	Community College Dist. 508 on Behalf of Kennedy-King College	476.25
00-CC-1653	Community College Dist. 508 on Behalf of Washington College	310.00
00-CC-1654	Community College Dist. 508 on Behalf of Truman College	600.00
00-CC-1655	Community College Dist. 508 on Behalf of Truman College	250.00

00-CC-1656	Community College Dist. 508 on Behalf of Malcolm X College	405.00
00-CC-1657	Community College Dist. 508 on Behalf of Daley College	587.88
00-CC-1658	Community College Dist. 508 on Behalf of Malcolm X College	785.00
00-CC-1660	Illinois Correctional Industries	4,380.00
00-CC-1661	Illinois Correctional Industries	6,570.00
00-CC-1662	Illinois Correctional Industries	25,250.00
00-CC-1666	Elgin Community College	960.00
00-CC-1667	South Side Office of Concern	4,321.33
00-CC-1669	Brown, Anthony L., M.D.	40.53
00-CC-1670	Conoco, Inc.	14.98
00-CC-1671	Waste Management–Metro	3,193.90
00-CC-1672	Central Illinois Technical Services	525.14
00-CC-1673	Esquire Deposition Services	150.75
00-CC-1674	Esquire Deposition Services	115.00
00-CC-1675	Esquire Deposition Services	85.00
00-CC-1679	Sinai Community Institute	643.50
00-CC-1683	Eubanks, Mary	216.00
00-CC-1684	Eubanks, Mary	144.00
00-CC-1685	Bradley, Ralph, Corp. d/b/a Raynor Door Co.	4,895.00
00-CC-1686	Marathon Ashland Petroleum LLC	59.67
00-CC-1690	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1691	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1692	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1693	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1694	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1695	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1696	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1697	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1698	PHH Vehicle Management Services–Title Admin.	48.00

00-CC-1699	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1700	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1701	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1702	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1703	PHH Vehicle Management Services–Title Admin.	48.00
00-CC-1704	Northfield Inn & Suites	242.00
00-CC-1705	Northfield Inn & Suites	220.00
00-CC-1708	Northfield Inn & Suites	12,544.60
00-CC-1710	Bero, F. J., & Co.	2,717.00
00-CC-1713	Brown, Anthony L., M.D.	49.91
00-CC-1721	Clock Tower Resort	466.20
00-CC-1723	Conoco, Inc.	16.80
00-CC-1727	Huebner Reporting	418.20
00-CC-1730	Devereux Foundation #1393	143,055.62
00-CC-1733	Best Western Monticello Gateway Inn	443.24
00-CC-1734	Able Detective Agency, Inc.	15,017.28
00-CC-1740	Moraine Valley Community College	7,549.00
00-CC-1741	Moraine Valley Community College	8,370.00
00-CC-1752	Memorial Medical Center	56.00
00-CC-1753	Clinton County Health Dept.	4,452.28
00-CC-1755	Harper, William Rainey, College	1,795.00
00-CC-1756	Harper, William Rainey, College	5,683.50
00-CC-1757	Harper, William Rainey, College	3,235.50
00-CC-1758	Anixter, Lester & Rosalie, Center	45.74
00-CC-1759	Anixter, Lester & Rosalie, Center	9,719.91
00-CC-1760	Starved Rock Lodge & Conference Center	1,328.62
00-CC-1761	Psychare Associates	180.00
00-CC-1763	Roscor Corporation	2,648.00
00-CC-1764	Gountanis, Nick	804.20
00-CC-1765	Houston Plumbing, Heating & Air Conditioning	412.50
00-CC-1767	Cahokia Police Dept.	917.29
00-CC-1769	Anixter Center	14,582.39
00-CC-1785	Dixon, City of	3,629.50
00-CC-1790	Signs Now	50.00
00-CC-1793	Westaff, Inc.	635.12
00-CC-1794	Bureau County Sheriff's Dept.	1,916.10

00-CC-1796	Gietl Brothers, Inc. Center	654.82
00-CC-1798	Atlantic Financial & Management Services, Inc.	27.99
00-CC-1799	Atlantic Financial & Management Services, Inc.	26.99
00-CC-1801	Deventer, D. Lyle, Jr.	296.12
00-CC-1803	East Moline Police Dept.	3,485.44
00-CC-1806	Southern Illinois University	22,100.72
00-CC-1807	Southern Illinois University	6,142.61
00-CC-1808	Southern Illinois University	10,888.37
00-CC-1809	Casey's General Stores	40.86
00-CC-1813	Community Support Services	7,317.00
00-CC-1817	Community Support Services	6,935.45
00-CC-1818	Community Support Services	16,105.75
00-CC-1819	Forensic Psychiatric Services	900.00
00-CC-1822	Craddieth, Peggy	6.90
00-CC-1823	Craddieth, Peggy	23.00
00-CC-1824	Landmark Chemical	2,051.32
00-CC-1825	Hubert, Donald, & Associates	9,113.80
00-CC-1827	Associates Capital Bank	8.60
00-CC-1828	Associates Capital Bank	8.12
00-CC-1829	Associates Capital Bank	13.49
00-CC-1830	Associates Capital Bank	12.01
00-CC-1833	Dugan Radiology Associates	16.00
00-CC-1834	Dugan Radiology Associates	28.00
00-CC-1836	Dugan Radiology Associates	47.00
00-CC-1837	Dugan Radiology Associates	28.00
00-CC-1841	Graybar Electric Co.	66.73
00-CC-1842	McNelly, Frederick W., Jr.	400.00
00-CC-1843	Conoco, Inc.	24.00
00-CC-1844	Victory Memorial Hospital	155.74
00-CC-1845	Victory Memorial Hospital	115.54
00-CC-1846	Midtown Physicians	105.00
00-CC-1847	Midtown Physicians	90.00
00-CC-1848	Unisource Worldwide, Inc.	193.14
00-CC-1849	Nelson Systems, Inc.	144.38
00-CC-1852	Walker-Herbert, Deborah	237.28
00-CC-1853	Hayes, Ezetta	1,120.00
00-CC-1854	Tech Electronics, Inc.	9,000.00
00-CC-1856	Northern Illinois Radiological	60.00
00-CC-1857	Uniforms Manufacturing, Inc.	768.00
00-CC-1858	Victory Memorial Hospital	22.12
00-CC-1862	Connolly, Sister Ann	259.20

00-CC-1863	Connolly, Sister Ann	241.20
00-CC-1864	Connolly, Sister Ann	165.36
00-CC-1865	Snyder, Paulyn	233.28
00-CC-1866	Snyder, Paulyn	195.36
00-CC-1867	Snyder, Paulyn	141.36
00-CC-1868	Mayo, John	239.32
00-CC-1869	Mayo, John	262.88
00-CC-1870	Mayo, John	190.34
00-CC-1871	Mayo, John	221.96
00-CC-1872	Snyder, Paulyn	372.00
00-CC-1875	Chicago State University	1,064.50
00-CC-1876	Chicago State University	316.25
00-CC-1880	Contois, Laura	49.60
00-CC-1883	Orr Safety	15,610.00
00-CC-1884	Challenge Unlimited, Inc.	130.00
00-CC-1886	Bradley University	348.00
00-CC-1887	Coyne American Institute	981.70
00-CC-1888	Coyne American Institute	2,839.98
00-CC-1895	Richards, Maureen, M.D.	60.00
00-CC-1903	Illinois, University of	90.78
00-CC-1905	Kennedy, Daniel L.	918.00
00-CC-1907	Wong, Judith A.	73.14
00-CC-1908	Brown, Eletha	65.00
00-CC-1909	Westchester, Village of; Police Dept.	1,824.30
00-CC-1918	Associates Capital Bank	6.80
00-CC-1919	Associates Capital Bank	7.59
00-CC-1920	Associates Capital Bank	1,262.62
00-CC-1940	Montgomery, LaVonne	996.91
00-CC-1941	National Trust for Historic Preservation	250.65
00-CC-1942	Trinity Services, Inc.	10,874.46
00-CC-1944	Brehmer, David J.	48.00
00-CC-1946	Pit Pros, The	61.89
00-CC-1947	Youth Outreach Services	58.50
00-CC-1951	Illinois Correctional Industries	1,771.00
00-CC-1952	Illinois Correctional Industries	1,078.00
00-CC-1953	Illinois Correctional Industries	440.00
00-CC-1954	Illinois Correctional Industries	1,012.00
00-CC-1955	Illinois Correctional Industries	247.50
00-CC-1963	Rock Valley College	3,984.50
00-CC-1966	Conoco, Inc.	11.10
00-CC-1968	LaMontagne, Gerald	25.80

00-CC-1969	LaMontagne, Gerald	7.65
00-CC-1970	SOS–Vehicle Services Dept.	51.25
00-CC-1971	Automotive Parts Company, Inc.	65.00
00-CC-1972	Automotive Parts Company, Inc.	170.13
00-CC-1973	Linc, Inc.	80.46
00-CC-1974	Manpower, Inc.	295.65
00-CC-1976	Family Alliance, Inc.	4,375.73
00-CC-1985	Yoder, Robert	57.04
00-CC-1992	Music Institute of Chicago	175.00
00-CC-1995	Uhlich Children's Home	462.50
00-CC-1996	Johnson, Ruby	75.00
00-CC-1997	Associates Capital Bank	10.37
00-CC-1998	Associates Capital Bank	15.23
00-CC-1999	Associates Capital Bank	13.00
00-CC-2001	Associates Capital Bank	9.79
00-CC-2009	Whitley, Lavera	175.75
00-CC-2011	Oak Pathologists, Ltd.	450.00
00-CC-2015	Governors State University	1,860.00
00-CC-2019	Summit School	3,028.92
00-CC-2024	Viisage Technology	51,926.00
00-CC-2026	Eastern Illinois University	6,776.55
00-CC-2027	Clay County Rehabilitation Center	2,860.56
00-CC-2029	Associates Capital Bank	16.05
00-CC-2030	State Journal-Register	40.50
00-CC-2032	Associates Capital Bank	14.71
00-CC-2037	Associates Capital Bank	157.08
00-CC-2040	Associates Capital Bank	81.36
00-CC-2041	St. Clair County Health Dept.	50,000.00
00-CC-2047	Triton College	2,500.00
00-CC-2048	Fastener Training & Technical Center	3,000.00
00-CC-2050	Waubonsee Community College	4,680.49
00-CC-2052	BOC Gases	1,216.34
00-CC-2053	South Suburban College	6,797.50
00-CC-2054	Watkins, David E.	3,780.00
00-CC-2057	Riddle, Gregory T.	22.94
00-CC-2059	Associates Capital Bank	31.66
00-CC-2060	Central States Storage Co.	525.00
00-CC-2062	Niemeyer, Michael G.	59.00
00-CC-2064	Joliet Junior College	5,141.00
00-CC-2065	Shurtz, Eloise	102.30
00-CC-2066	Troxell Communications, Inc.	617.44

00-CC-2067	United Airlines, Inc.	235.00
00-CC-2070	United Airlines, Inc.	226.00
00-CC-2071	United Airlines, Inc.	226.00
00-CC-2072	United Airlines, Inc.	224.00
00-CC-2074	Hoopeston Migrant Head Start	382.19
00-CC-2079	United Airlines, Inc.	235.00
00-CC-2080	United Airlines, Inc.	116.00
00-CC-2084	Northeastern Illinois University	1,234.80
00-CC-2086	Oldham Graphic Supply, Inc.	1,072.50
00-CC-2088	Association of Real Estate License Law Officials	174.00
00-CC-2089	United States Air Force Academy	1,000.00
00-CC-2091	Cornerstone Services, Inc.	9,959.48
00-CC-2092	Ross Agency, Inc., The	2,454.40
00-CC-2096	Lovelace, Joan	1,776.00
00-CC-2122	Lutheran Social Services of Illinois	3,022.08
00-CC-2123	Lutheran Social Services of Illinois	1,295.75
00-CC-2126	Lutheran Social Services of Illinois	1,295.75
00-CC-2131	Renik, Theresa L.	590.16
00-CC-2134	Lederman, Sam	1,740.36
00-CC-2136	Bob Ridings, Inc.	56,340.00
00-CC-2137	Bob Ridings, Inc.	14,085.00
00-CC-2138	Bob Ridings, Inc.	14,445.00
00-CC-2139	Bob Ridings, Inc.	14,085.00
00-CC-2140	Bob Ridings, Inc.	14,085.00
00-CC-2145	Robbins Recreation/Training Center	11,402.50
00-CC-2157	DFI Communications, Inc.	139.08
00-CC-2166	Keller Ramada Inn	218.00
00-CC-2169	RMFS Inc.	4,255.09
00-CC-2171	Tabet, Valentine	118.50
00-CC-2172	Aurora Tri-State	78.40
00-CC-2175	Associates Capital Bank	178.75
00-CC-2180	Hampton Inn East	531.06
00-CC-2185	Preferred Health Care	2,977.50
00-CC-2186	Jackson County Health Dept.	25,504.99
00-CC-2192	Illinois Department of Human Services	80.98
00-CC-2207	Jones, Lonzell, Jr.	66.96
00-CC-2208	Builders Plumbing Supply Co.	471.29
00-CC-2211	Cypress Manufacturing Co.	4,879.00
00-CC-2215	Illinois Correctional Industries	10,620.50
00-CC-2222	Medical Eye Services	90.00

00-CC-2228	PARC #607	20,324.80
00-CC-2230	Uniform Den, Inc.	18,462.99
00-CC-2244	Associates Capital Bank	4,112.68
00-CC-2245	Hils Ace Hardware	680.86
00-CC-2248	Countryside Association	12,944.40
00-CC-2249	Allendale Association	218.78
00-CC-2250	Lanier, Bobbie & Gerald	8,082.00
00-CC-2252	Drury Inn & Suites	655.28
00-CC-2254	Warren Achievement Center, Inc.	38,453.96
00-CC-2257	Associated Lumber	5,870.71
00-CC-2267	Kane, Michael J., Esq.	150.00
00-CC-2273	CTG, Inc. of Illinois	1,088.00
00-CC-2277	CTG, Inc. of Illinois	30,706.00
00-CC-2278	Schultz, Bruce E.	42.00
00-CC-2281	Brown, Anthony L., M.D.	157.00
00-CC-2288	Walker-Reed, Jaunice	97.01
00-CC-2289	Bancroft School	131,528.70
00-CC-2290	Macon Resources, Inc.	1,872.64
00-CC-2291	Sarco Hydraulics, Inc.	190.98
00-CC-2296	Contech Co.	180.00
00-CC-2302	Shell Oil Co.	39.38
00-CC-2303	Shell Oil Co.	67.04
00-CC-2304	Shell Oil Co.	15.01
00-CC-2309	National Learning Systems	2,411.00
00-CC-2311	Bailey, Kenneth L.	129.50
00-CC-2313	Best Buy Homecare	3,500.00
00-CC-2322	Shell Oil Co.	9.09
00-CC-2323	Shell Oil Co.	104.71
00-CC-2326	Shell Oil Co.	191.56
00-CC-2327	Shell Oil Co.	23.81
00-CC-2329	Shell Oil Co.	31.38
00-CC-2333	Shell Oil Co.	59.44
00-CC-2334	Shell Oil Co.	198.51
00-CC-2343	Winnebago County Health Dept.	47,298.50
00-CC-2344	Shell Oil Co.	239.54
00-CC-2351	Kemperlesnik Communications	4,777.70
00-CC-2353	Pryor Resources, Inc.	125.00
00-CC-2357	McMaster-Carr	319.24
00-CC-2365	AV Networks, Inc.	1,874.00
00-CC-2366	AV Networks, Inc.	17,230.95
00-CC-2367	AV Networks, Inc.	15,477.00

00-CC-2368	Shell Oil Co.	226.18
00-CC-2371	Hussain, Syed Ameer	156.86
00-CC-2376	Legal Assistance Foundation of Chicago	106,451.00
00-CC-2378	Curry College	4,778.75
00-CC-2388	Shell Oil Co.	1,340.06
00-CC-2390	Illinois Department of Employment Security	175.01
00-CC-2391	Dallas City, City of	3,730.30
00-CC-2394	Stetter, Weldon G.	186.48
00-CC-2395	Union County Refuge	10.71
00-CC-2396	Union County Refuge	18.69
00-CC-2398	Associated Anesthesiologists, S.C.	67.97
00-CC-2402	Moduform, Inc.	5,306.70
00-CC-2404	Associated Anesthesiologists, S.C.	4,747.75
00-CC-2405	Associated Anesthesiologists, S.C.	537.32
00-CC-2407	Manuel, Tracy V.	482.50
00-CC-2409	Holiday Inn	130.98
00-CC-2410	Provena St. Mary's Hospital	76.93
00-CC-2412	Provena St. Mary's Hospital	443.31
00-CC-2413	Lockport, City of	6,365.50
00-CC-2414	Tolone, James	140.00
00-CC-2418	Shell Oil Co.	74.39
00-CC-2419	Shell Oil Co.	102.27
00-CC-2420	Shell Oil Co.	19.83
00-CC-2424	Shell Oil Co.	27.73
00-CC-2425	Shell Oil Co.	76.40
00-CC-2426	Shell Oil Co.	24.62
00-CC-2427	Shell Oil Co.	83.05
00-CC-2428	Shell Oil Co.	433.76
00-CC-2430	Shell Oil Co.	65.13
00-CC-2431	Shell Oil Co.	10.07
00-CC-2432	Shell Oil Co.	20.43
00-CC-2433	Shell Oil Co.	14.35
00-CC-2435	Shell Oil Co.	17.33
00-CC-2436	Shell Oil Co.	42.58
00-CC-2439	Shell Oil Co.	102.35
00-CC-2442	Shell Oil Co.	14.17
00-CC-2446	Shell Oil Co.	46.14
00-CC-2450	Shell Oil Co.	56.88
00-CC-2452	Shell Oil Co.	11.08
00-CC-2453	Shell Oil Co.	17.05
00-CC-2454	Shell Oil Co.	36.80

00-CC-2457	Shell Oil Co.	704.75
00-CC-2458	Shell Oil Co.	20.74
00-CC-2459	Shell Oil Co.	46.43
00-CC-2460	Shell Oil Co.	158.64
00-CC-2461	Shell Oil Co.	94.20
00-CC-2462	Shell Oil Co.	29.00
00-CC-2463	Shell Oil Co.	18.11
00-CC-2469	Shell Oil Co.	16.66
00-CC-2470	Losch, Brad	13.93
00-CC-2471	Advanced Medical Transport of Central Illinois	752.00
00-CC-2479	Sattler, Charlie, Oldsmobile-Cadillac, Inc.	87.75
00-CC-2492	Esquire Deposition Services	439.35
00-CC-2501	Ivory Isle Travel	328.00
00-CC-2505	Holiday Inn of Rockford	130.98
00-CC-2510	Mt. Morris, Village of	3,887.42
00-CC-2520	Southern Illinois Electric Cooperative	545.42
00-CC-2525	Smith, Leonard R., M.D.	243.00
00-CC-2530	Ewing Lundberg & Assoc.	13,003.24
00-CC-2533	Casey's General Stores	9.03
00-CC-2535	Anvan/Midwest Realty Management Co.	1,717.50
00-CC-2536	Anvan/Midwest Realty Management Co.	193.30
00-CC-2537	Anvan/Midwest Realty Management Co.	300.00
00-CC-2538	Anvan/Midwest Realty Management Co.	2,400.00
00-CC-2539	Anvan/Midwest Realty Management Co.	2,675.00
00-CC-2540	Anvan/Midwest Realty Management Co.	19,110.00
00-CC-2541	Anvan/Midwest Realty Management Co.	1,540.00
00-CC-2542	Anvan/Midwest Realty Management Co.	344.00
00-CC-2543	Anvan/Midwest Realty Management Co.	2,696.40
00-CC-2544	Anvan/Midwest Realty Management Co.	555.60
00-CC-2545	Anvan/Midwest Realty Management Co.	97.20
00-CC-2546	Anvan/Midwest Realty Management Co.	883.20
00-CC-2547	Anvan/Midwest Realty Management Co.	169.20
00-CC-2548	Anvan/Midwest Realty Management Co.	817.20
00-CC-2549	Anvan/Midwest Realty Management Co.	826.80
00-CC-2550	Anvan/Midwest Realty Management Co.	1,783.20
00-CC-2551	Anvan/Midwest Realty Management Co.	1,590.00
00-CC-2552	Anvan/Midwest Realty Management Co.	3,750.00
00-CC-2553	Anvan/Midwest Realty Management Co.	67.20
00-CC-2554	Anvan/Midwest Realty Management Co.	1,728.89
00-CC-2555	Anvan/Midwest Realty Management Co.	64.80
00-CC-2556	Anvan/Midwest Realty Management Co.	731.40

00-CC-2557	Anvan/Midwest Realty Management Co.	100.00
00-CC-2558	Anvan/Midwest Realty Management Co.	150.00
00-CC-2559	Anvan/Midwest Realty Management Co.	150.00
00-CC-2560	Anvan/Midwest Realty Management Co.	350.00
00-CC-2561	Anvan/Midwest Realty Management Co.	85.00
00-CC-2565	Kolinek, Susan K.	568.45
00-CC-2567	Illinois Correctional Industries	10,682.50
00-CC-2572	Prairie International Trucks	384.08
00-CC-2573	Rock Island County Health Dept.	597.57
00-CC-2574	Illinois Natural History Survey	4,592.00
00-CC-2576	Sheraden, Caren M.	165.50
00-CC-2584	Borden Decal Co.	2,791.50
00-CC-2587	Renik, Theresa L.	252.96
00-CC-2593	Adams, Delrice	128.34
00-CC-2601	Camera Corner, Inc., The	8.19
00-CC-2606	Electronics Connections (Radio Shack)	149.93
00-CC-2609	Neal, Jeffrey L.	326.13
00-CC-2610	Martin Equipment Company Illinois, Inc.	4,680.00
00-CC-2611	JWC Environmental	4,548.17
00-CC-2621	Springfield Lodging, Inc. d/b/a Comfort Suites–Springfield	62.70
00-CC-2626	Springfield Lodging, Inc. d/b/a Comfort Suites–Springfield	62.70
00-CC-2630	Marion Lodgings, Inc. d/b/a Comfort Suites–Springfield	59.94
00-CC-2633	Springfield Lodging, Inc. d/b/a Comfort Suites–Springfield	277.20
00-CC-2639	Springfield Lodging, Inc. d/b/a Comfort Suites–Springfield	62.70
00-CC-2642	Marion Lodgings, Inc. d/b/a Comfort Suites–Marion	54.39
00-CC-2645	Associates Capital Bank	91.60
00-CC-2646	Bridgeview Police Department	3,683.44
00-CC-2662	Quincy, City of; Police Dept.	23,318.63
00-CC-2665	Governors State University, Police Dept.	3,654.92
00-CC-2669	Richardson, Ronald W.	200.00
00-CC-2670	Yuan, Fang	80.00
00-CC-2671	Yuan, Fang	105.00
00-CC-2677	Kane Mechanical, Inc.	4,480.00
00-CC-2679	Peoria Association for Retarded Citizens, Inc.	3,335.20
00-CC-2685	Weber, Edgar A., & Co.	635.50

00-CC-2701	CTG, Inc. of Illinois	6,091.00
00-CC-2702	Ewing Lundberg & Assoc.	13,124.05
00-CC-2704	Bethphage 680	1,941.50
00-CC-2709	Correctional Industries	2,591.60
00-CC-2739	ESRI, Inc.	495.00
00-CC-2744	Backs, Craig A., Dr.	152.50
00-CC-2751	Reese & Reese	2,848.00
00-CC-2752	Goodin Associates, Ltd.	2,282.42
00-CC-2753	Goodin Associates, Ltd.	4,500.00
00-CC-2754	Goodin Associates, Ltd.	12,240.00
00-CC-2758	Ruettiger, Terrence P.	450.00
00-CC-2759	Edelberg-Shiffman & Associates, Inc.; Agents for Springfield Office Partners	98.45
00-CC-2760	Edelberg-Shiffman & Associates, Inc.; Agents for Springfield Office Partners	658.66
00-CC-2761	Edelberg-Shiffman & Associates, Inc.; Agents for Springfield Office Partners	49.23
00-CC-2762	Edelberg-Shiffman & Associates, Inc.; Agents for Springfield Office Partners	268.56
00-CC-2763	Edelberg-Shiffman & Associates, Inc.; Agents for Springfield Office Partners	172.14
00-CC-2773	HPR-GM Petersburg	52.50
00-CC-2777	Forms World Stock Products, Inc.	39.70
00-CC-2778	Graco Children's Products	48,732.00
00-CC-2786	DiNuzzio, Gina	2,173.67
00-CC-2800	Shell Oil Co.	13.00
00-CC-2805	Read, Edward James	58.98
00-CC-2829	Wheeler Home-Farm School	11,546.26
00-CC-2832	Reed, Lisa R.	100.50
00-CC-2834	Associated Anesthesiologists, S.C.	334.25
00-CC-2836	Associates Capital Bank	10.22
00-CC-2838	Associates Capital Bank	8.60
00-CC-2839	Psychologists & Educators, Inc.	121.00
00-CC-2840	Psychologists & Educators, Inc.	121.00
00-CC-2841	Psychologists & Educators, Inc.	121.00
00-CC-2847	Sarco Hydraulics, Inc.	365.00
00-CC-2848	New Holland, N.A., Inc.	13,677.00
00-CC-2849	Morton Medical Associates	91.70
00-CC-2851	Harper, William Rainey, College	5,000.00
00-CC-2852	Buck, James R.	646.50
00-CC-2869	Heartspring	716.75

00-CC-2873	Sinclair Technologies, Inc.	715.00
00-CC-2881	Hunt, Carl Ellis, Ph.D.	5,968.75
00-CC-2885	Stec, Augustyn, M.D.	283.50
00-CC-2889	American Decal & Manufacturing Co.	6,996.00
00-CC-2890	American Decal & Manufacturing Co.	6,439.15
00-CC-2893	American Decal & Manufacturing Co.	17,532.44
00-CC-2894	American Decal & Manufacturing Co.	12,720.96
00-CC-2895	American Decal & Manufacturing Co.	10,026.73
00-CC-2896	American Decal & Manufacturing Co.	7,742.82
00-CC-2897	American Decal & Manufacturing Co.	1,821.84
00-CC-2898	American Decal & Manufacturing Co.	1,138.65
00-CC-2900	American Decal & Manufacturing Co.	14,119.26
00-CC-2901	American Decal & Manufacturing Co.	15,392.16
00-CC-2902	American Decal & Manufacturing Co.	2,732.76
00-CC-2903	American Decal & Manufacturing Co.	9,109.20
00-CC-2904	American Decal & Manufacturing Co.	1,518.20
00-CC-2905	American Decal & Manufacturing Co.	1,973.66
00-CC-2906	American Decal & Manufacturing Co.	2,277.30
00-CC-2907	Jackson, Kathleen	231.00
00-CC-2914	Peoria Urological Assoc., S.C.	383.00
00-CC-2923	United Parcel Service	29.50
00-CC-2935	Illinois Department of Human Services	208.73
00-CC-2938	Effingham County Health Dept.	635.58
00-CC-2939	Trovillion Brothers Vienna Lumber Co.	69.56
00-CC-2940	Shaffer, Charles L., Jr.	354.78
00-CC-2941	I Am Cares	17,363.83
00-CC-2954	Bracki, Maria	340.15
00-CC-2956	Sharf, Zahir Uddin	394.36
00-CC-2962	Wackenhut Corp.	1,063.20
00-CC-2969	Xerox Corp.	790.34
00-CC-2970	Xerox Corp.	395.17
00-CC-2971	Xerox Corp.	300.00
00-CC-2972	Xerox Corp.	306.00
00-CC-2980	Xerox Corp.	430.00
00-CC-2995	Xerox Corp.	195.00
00-CC-3002	Xerox Corp.	75.05
00-CC-3030	Xerox Corp.	390.00
00-CC-3048	Xerox Corp.	1,602.17
00-CC-3049	Xerox Corp.	1,306.15
00-CC-3074	Xerox Corp.	708.33
00-CC-3080	Xerox Corp.	59.50

00-CC-3099	Xerox Corp.	134.84
00-CC-3113	McHenry County Sheriff's Dept.	2,642.72
00-CC-3114	McHenry County Sheriff's Dept.	2,531.12
00-CC-3115	McHenry County Sheriff's Dept.	2,531.12
00-CC-3116	McHenry County Sheriff's Dept.	2,531.12
00-CC-3119	Sorling Law Offices	40.83
00-CC-3121	Cellular One–Springfield	158.54
00-CC-3145	Psychodiagnostics, Ltd.	95.00
00-CC-3148	Illinois Correctional Industries	11,781.35
00-CC-3150	Illinois Correctional Industries	15,355.37
00-CC-3153	Illinois Correctional Industries	18,132.42
00-CC-3158	Jackson Square Partnership	1,003.32
00-CC-3160	Associates Capital Bank	10.62
00-CC-3162	Associated Anesthesiologists, S.C.	573.00
00-CC-3169	Illinois, University of	7,097.16
00-CC-3171	Ahlers & Associates	10,243.07
00-CC-3180	LeRoy Supply Co.	73.28
00-CC-3186	Goines, Dorothy	102.97
00-CC-3198	Micro Diagnostics/Genomics	240.00
00-CC-3199	Midwest Occupational Health Assoc. (MOHA)	550.00
00-CC-3213	Associates Capital Bank	12.58
00-CC-3222	Shell Oil Co.	30.09
00-CC-3223	Shell Oil Co.	51.50
00-CC-3224	Shell Oil Co.	12.50
00-CC-3225	Shell Oil Co.	11.00
00-CC-3227	Drury Inn Schaumburg	79.15
00-CC-3228	Hines, Dawn S.	53.94
00-CC-3232	Mail Well Commercial Print d/b/a Production Press	1,170.00
00-CC-3243	Shell Oil Co.	12.75
00-CC-3250	Drury Inn Schaumburg	158.30
00-CC-3256	Debnam, Carolyn	86.80
00-CC-3265	Coyne American Institute	108.66
00-CC-3290	Phillips 66 Co.	15.18
00-CC-3291	Phillips 66 Co.	104.63
00-CC-3309	Phillips 66 Co.	39.84
00-CC-3351	Marsch, Louis, Inc.	1,012.00
00-CC-3356	Illinois Correctional Industries	962.50
00-CC-3360	Associates Capital Bank	84.82
00-CC-3367	Ameritech	12.75
00-CC-3371	Casey Drive Yourself Truck & Car Co.	11,694.47

00-CC-3394	Associates Capital Bank	24.99
00-CC-3425	Illinois State Bar Association	75.00
00-CC-3459	Illinois State University Police	603.12
00-CC-3523	Illini Radiator & Auto	294.60
00-CC-3599	Mobil Credit Finance Corp.	69.06
00-CC-3603	Mobil Credit Finance Corp.	54.95
00-CC-3607	Mobil Credit Finance Corp.	25.16
00-CC-3617	Mobil Credit Finance Corp.	26.87
00-CC-3622	Mobil Credit Finance Corp.	26.88
00-CC-3748	Baird, Al	42.68
00-CC-4096	Almeida, Victoria	100.00
00-CC-4166	George, Milo	21.08
00-CC-4210	Rosenblum, Melissa Genson	1,650.00

STATE COMPTROLLER ACT REPLACEMENT WARRANTS

FY 2000

If the Comptroller refuses to draw and issue a replacement warrant, or if a warrant has not been paid after one year from date of issuance, persons who would be entitled under 15 ILCS 405/10.10, formerly Ill. Rev. Stat. 1989, Ch. 15, par. 210.10, to request a replacement warrant may file an action in the Court of Claims for payment.

92-CC-2866	Mieczckowski, Franciszek	$452.21
95-CC-3362	Armstrong, Donald	62.20
96-CC-0237	Coale, Helen L.	6,788.00
96-CC-2106	Metro Ambulance Service	35.79
96-CC-2111	Metro Ambulance Service	271.76
96-CC-3336	Gannon, Joseph L.	65,460.66
98-CC-3916	Bastien, Rose Mary	3,568.40
98-CC-3927	Bastien, Rose Mary	Paid Through 98-CC-3916
98-CC-3928	Bastien, Rose Mary	Paid Through 98-CC-3916
98-CC-3929	Bastien, Rose Mary	Paid Through 98-CC-3916
98-CC-3930	Bastien, Rose Mary	Paid Through 98-CC-3916
98-CC-3931	Bastien, Rose Mary	Paid Through 98-CC-3916

PRISONERS AND INMATES MISSING PROPERTY CLAIMS

FY 2000

The following list of cases consists of claims brought by prisoners and inmates of State correctional facilities against the State to recover the value of certain items of personal property of which they were allegedly possessed while incarcerated, but which were allegedly lost while the State was in possession thereof or for which the State was allegedly otherwise responsible. Consistent with the cases involving the same subject matter appearing in full in previous Court of Claims Reports, these claims were all decided based upon the theories of bailments, conversion, or negligence. Because of the volume, length, and general similarity of the opinions, the full texts of the opinions were not published, except for those claims which may have some precedential value.

92-CC-1199	Upshaw, Ezra	$100.00
92-CC-1276	Lewis, Thurman L.	40.00
93-CC-1264	Lee, Flynt J.	94.19
94-CC-0896	Lucien, Rudolph	1,537.50
94-CC-1041	Lucien, Rudolph	52.66
94-CC-1185	Lucien, Rudolph	Paid Through 94-CC-0896
94-CC-1275	Lucien, Rudolph	Paid Through 94-CC-0896
94-CC-1687	Doyle, William	105.00
95-CC-0181	Shannon, Quincy, Sr.	90.00
95-CC-0879	Ward, David	6.30
95-CC-0927	Pittman, Michael	148.37
95-CC-1615	King, William	12,000.00
95-CC-2065	Ferguson, Frederick A.	127.50
95-CC-2422	Mohr, Scott A.	207.90
95-CC-2695	Williams, Roger	200.00
95-CC-2840	Smrekar, Russell A.	43.78
95-CC-3319	House, Lopez	104.37
95-CC-3984	Hill, Jonda	155.00

96-CC-0120	Adams, Gregory	112.50
96-CC-0412	Cunningham, Bennie	180.00
96-CC-0413	Wade, James	488.34
96-CC-0444	Winfrey, Cornelius	74.80
96-CC-0548	Hubbard, John	13.50
96-CC-0557	Chaney, James	109.40
96-CC-3623	Murphy, Carlos	90.00
96-CC-3762	Jones, Roosevelt	2,500.00
96-CC-4318	Seay, Elroy	11,500.00
96-CC-4447	Gaskins, Victor	1,200.00
97-CC-0003	Pittman, Michael	404.68
97-CC-0206	Caruth, James C.	124.32
97-CC-0562	Steele, Tyrone	43.00
97-CC-0581	Birdsong, Roger Dale	150.00
97-CC-0584	Cooper, Bernard	150.00
97-CC-0651	Britt, Vincent D.	20.00
97-CC-1137	Bogan, Derrick	190.00
97-CC-1348	Madson, Bryant	150.00
97-CC-1901	Willis, Tyrone a/k/a Jerry Williams	500.00
97-CC-2188	Riley, Ruben	171.00
97-CC-2232	Matthews, Ranaldo G.	300.00
97-CC-2362	Lucien, Rudolph	35.00
97-CC-2493	Graham, Thurman	180.00
97-CC-2564	Thurman, David	95.00
97-CC-2737	Taylor, Robert E.	65.00
97-CC-3110	Trull, Tony	239.00
97-CC-3167	Patton, Damaine	150.00
97-CC-3511	Johnson, Billy Ray	574.37
97-CC-3606	Cox, Jeffery	369.60
97-CC-4118	Starnes, Chester	162.00
97-CC-4201	DeSavieu, Jean	500.00
97-CC-4399	Tolbert, Michael	85.00
97-CC-4411	Padilla, Juan	100.00
98-CC-0436	Rial, Larry J.	745.01
98-CC-0533	Crosby, Derek E.	75.00
98-CC-0682	Robinson, Floyd, Thomas, & Willie L.	68.00
98-CC-0739	Zentmyer, Brian	27.00
98-CC-0785	Hatch, Jesse M.	125.00
98-CC-0888	Finney, Leonard	123.38
98-CC-1235	Wiggins, Malcolm	20.00
98-CC-1320	Lee, Antonio	237.50

98-CC-1955	Ginn, Vincent	374.24
98-CC-2285	Washington, Sullivan	206.00
98-CC-2563	Lucien, Rudolph	150.60
98-CC-2767	Wilson, Lorenzo	100.00
98-CC-2829	Tayborn, Darryl	450.00
98-CC-2831	Fields, James	30.00
98-CC-3344	Muhammad, Malik	96.00
98-CC-3563	Rodriguez, Edward	50.00
98-CC-4048	Valentine, Benjamin	216.15
98-CC-4063	Johnson, Johnel	94.22
98-CC-4678	Allen, Marshan	30.00
98-CC-4702	Brown, Keith	708.00
98-CC-4940	Edwards, Dwayne	29.16
98-CC-5262	Oliver, Homer	124.00
99-CC-0151	Brost, Chester	75.00
99-CC-4453	Turner, David	16.00

Where as a result of lapsed appropriation, miscalculation of overtime or vacation pay, service increase, or reinstatement following resignation, and so on, a State employee becomes entitled to back pay, the Court will enter an award for the amount due, and order the Comptroller to pay that sum, less amounts withheld properly for taxes and other necessary contributions, to the Claimant.

88-CC-3466	Spinnato, Joseph	22,921.41

REFUND CASES

FY 2000

Several of the claims listed below arise from overpayments of license plate fees by senior citizens who are or were eligible for circuit breaker discounts by the Office of the Secretary of State. The remaining refunds are for overcharges or overpayments by or to various State agencies.

96-CC-2530	Lewis, Esperanza	$30.00
98-CC-2715	Hill, Shawn M.	65.00
98-CC-5214	Brown, Sharon S.	48.00
99-CC-0990	Wdoszynski, Joseph	58.00
99-CC-1649	Kessinger, Jeane	48.00
99-CC-2327	Loepker, Rosemary E. by Sandra K. Laux	48.00
99-CC-2840	B & B Truck & Trailer Service, Inc.	48.00
99-CC-3095	Arrow Farm Supply	48.00
99-CC-3944	Spitzock, Rodney L.	30.00
99-CC-4168	Garoppolo, Anthony J. & Denise F.	48.00
99-CC-4192	Leonard, Kitty A.	48.00
99-CC-4218	Guinn, Oscar E. II	36.00
99-CC-4229	Jones, Juanita & Hamilton	48.00
99-CC-4427	Refetoff, Heather	96.00
99-CC-4675	Torres, Jose L.	48.00
99-CC-4908	Chamless, Loudean	88.00
00-CC-0012	Kirlies, Osmar A.	48.00
00-CC-2757	Dudy, James A.	60.00
00-CC-3163	Lange, M., Inc.	2,688.00
00-CC-3164	Lange, M., Inc.	Paid Through 00-CC-3163
00-CC-3165	Lange, M., Inc.	Paid Through 00-CC-3163
00-CC-3166	Lange, M., Inc.	Paid Through 00-CC-3163
00-CC-3273	Sweeney, Larry W. & Pamela L.	48.00

PUBLIC AID MEDICAL VENDOR AWARDS

FY 2000

The decisions listed below involve claims filed by vendors seeking compensation for medical services rendered to persons eligible for medical assistance under programs administered by the Illinois Department of Public Aid.

94-CC-1043	Kaplan, Gail, Ph.D.	$3,478.20
96-CC-0189	Diamond, Michael, Ph.D.	1,050.00
98-CC-4598	Gateway Foundation, Inc.	81,869.80
98-CC-4600	Gateway Foundation, Inc.	Paid Through 98-CC-4598
98-CC-5072	Gateway Foundation, Inc.	Paid Through 98-CC-4598
99-CC-0199	Gateway Foundation, Inc.	Paid Through 98-CC-4598
99-CC-0200	Gateway Foundation, Inc.	Paid Through 98-CC-4598
00-CC-0234	Chestnut Health Systems, Inc.	2,787.52
00-CC-0398	Rosecrance, Inc.	10,731.71
00-CC-3875	Gateway Foundation, Inc.	999,854.94

Where person is victim of violent crime as defined in the Act; has suffered pecuniary loss; notified and cooperated fully with law enforcement officials immediately after the crime; the injury was not substantially attributable to the victim's wrongful act or substantial provocation; and the claim was filed in the Court of Claims within one year of the date of injury; compensation is payable under the Act.

OPINIONS PUBLISHED IN FULL
FY 2000

(No. 91-CV-2458—Claimant awarded $315.49.)

AMY L. STOLOV, Claimant, *v.* THE STATE OF ILLINOIS, Respondent

Order filed March 6, 1998.

AMY L. STOLOV, *pro se*.

JIM E. RYAN, Attorney General (KIMBERLY M. PATE, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*determination of lost earnings.* Section 2(h) of the Crime Victims Compensation Act provides that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury.

SAME—*student's claim for loss of earnings without merit—compensation awarded for broken eyeglasses.* In a college student's claim for additional compensation, there was no legal basis for her contention that, because she was only employed for two and one-half summer months prior to the crime that caused her injuries, her earnings should have been divided by two and one-half, rather than six, to determine her average net monthly wage over the six month period preceding the crime, but the student was awarded the replacement cost of broken eyeglasses which she omitted from her initial claim, since there was no objection from the State.

ORDER

RAUCCI, C.J.

This is a claim for additional compensation under the Crime Victims Compensation Act. (740 ILCS 45/1 *et seq*.) Claimant Amy L. Stolov, seeks additional compensation for loss of earnings, replacement cost of eyeglasses, and an additional award of $120 for pharmaceutical costs. The bulk of this claim relates to the Claimant's contention that this Court has improperly interpreted the statute in respect to the Claimant's lost wages. The Claimant contends that the computation of lost wages, based on an average net income for the six months prior to the incident, discriminates against the Claimant because at the time of the crime, the Claimant was attending college.

The Claimant asserts that her average earnings over the two and one-half months of the summer school vacation prior to her enrollment in the fall semester was $656.80 per month. Additionally, the Claimant contends that her lost earnings should have been based either on her wages before she began attending college, or on her wages during the two and one-half summer months prior to the crime. If computed on the basis of the two and one-half months over the summer, her total earnings should have been divided by two and one-half in order to determine the average monthly wage, instead of being divided by six to determine the average monthly wage over the period of six months prior to the crime.

The Claimant's contention regarding the amount due her for her broken eyeglasses ($315.49) is predicated upon the omission of that item from her initial claim. This supplemental claim was made by the Claimant without any objection by the Attorney General's Office.

At the hearing, the Claimant abandoned her claim for the additional $120 originally asserted at the commencement of the hearing.

The Claimant sought leave for an additional 45 days to submit to the Commissioner additional documentation to seek additional pharmaceutical and medical related costs incurred by the Claimant. Copies of these additional materials have been submitted to the Attorney General for review and recommendation, but are not sufficiently definitive to enable this Court to consider these supplemental matters for the purposes of this claim.

Section 2(h) of the Crime Victims Compensation Act (740 ILCS 45/2(h)) states that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury. Had the General Assembly intended to make a different rule for persons employed only part of the six-month period, it could have so provided. We find the Claimant's theory of recovery has no basis in law or precedent, as this Court has applied the six-month period for earnings to all claims since the establishment of the Act in 1973.

The Claimant contends that the replacement cost of her broken eyeglasses totaled $315.49. It appears that the Claimant is entitled to the award for the eyeglasses, as there was no objection from the Attorney General.

It is therefore, ordered that the Claimant is awarded $315.49 as additional compensation under the Act.

(No. 92-CV-1365—Claim denied.)

In re APPLICATION OF BARBARA E. HEWITT

Order filed June 24, 1993.

Opinion filed September 2, 1999.

BARBARA E. HEWITT, *pro se.*

ROLAND W. BURRIS and JIM E. RYAN, Attorneys General (PAUL H. CHO, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*reduction or denial of award—victim's contributory acts or prior criminal conduct.* Pursuant to section 10.1(d) of the Crime Victims Compensation Act, an award shall be reduced or denied according to the extent to which the victim's acts or conduct provoked or contributed to his injury or death, or the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to his injury or death.

SAME—*dispute at fairground—victim's conduct contributed to his death—claim denied.* Where the victim and a juvenile became involved in a verbal dispute when the victim attempted to drive his truck through a crowd of people while leaving a county fairground, the victim's conduct in exiting his truck, chasing and grabbing the juvenile before the youth kicked the victim in the chest, contributed to his death to such an extent as to warrant denial of compensation to the victim's wife.

ORDER

PER CURIAM.

This claim arises out of an incident that occurred on June 18, 1991. Barbara E. Hewitt, wife of the deceased victim, Walter E. Hewitt, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat., 1987, ch. 70, par. 71 *et seq*.

This Court has carefully considered the application for benefits submitted on January 10, 1992, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon

these documents and other evidence submitted to the Court, the Court finds:

1. That on June 18, 1991, the victim was beaten by an offender who was not known to him. The incident occurred at the Henry County Fairgrounds, Cambridge, Illinois. Police investigation revealed that prior to the incident, the victim and the offender were involved in a verbal dispute. During this dispute, the victim grabbed the offender and a struggle ensued. When the offender attempted to get away from the victim, the victim pursued him and the fight continued. In an attempt to protect himself, the offender kicked the victim and caused both of them to fall to the ground. The victim expired from his injuries. The Henry County Coroner indicated the victim expired as the result of cardiac arrhythmia, an irregular heartbeat. The offender, a juvenile, was apprehended and charged in a juvenile petition with involuntary manslaughter. During the adjudicatory hearing, the petition was dismissed based upon the fact that the actions of the offender were in self-defense.

2. That section 10.1 of the Act indicates factors used to determine entitlement to compensation. Specifically, section 10.1(d) of the Act states that an award shall be reduced or denied according to the extent to which the victim's acts or conduct provoked or contributed to his injury or death, or to the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury or death of the victim.

3. That it appears from the investigatory report and the police report that prior to the incident, the victim and the offender were involved in a verbal dispute. During this dispute, the victim grabbed the offender and a struggle ensued. When the offender attempted to get away from the victim, the victim pursued him and the fight continued. In

an attempt to protect himself, the offender kicked the victim causing both of them to fall to the ground.

4. That the victim's conduct contributed to his death to such an extent as to warrant that the Claimant be denied entitlement to compensation.

5. That in order for a Claimant to be eligible for compensation under the Act, there must be evidence that one of the violent crimes specifically set forth under section 2(c) of the Act occurred.

6. That the actions of the offender did not constitute a crime specifically set forth under section 2(c) of the Act.

7. That this claim does not meet required conditions precedent for compensation under the Act.

It is hereby ordered that this claim be, and is hereby denied.

OPINION

JANN, J.

This cause is before the Court on a recommendation from a Commissioner of this Court following a hearing. This Court denied Claimant's application for benefits under the Crime Victims Compensation Act (740 ILCS 45/1 *et seq.*) on June 24, 1993, on the basis that the victim's injuries were substantially attributable to, or provoked by, the victim's own wrongful actions as proscribed by section 6.1(d) of the Act.

Claimant filed a timely request for a hearing and a hearing was held before a Commissioner of this Court on November 19, 1996. No further action occurred on this case until March 29, 1999, when the case was reassigned to a new Commissioner. A new hearing was scheduled for April 12, 1999, before Blanche Hill Fawell, a Commissioner of this Court.

On that date, Mrs. Hewitt appeared and the Commissioner was able to determine that a hearing had in fact been held in 1996. Mrs. Hewitt provided copies of all the police reports and the Attorney General's office provided the Commissioner with a copy of the transcript of the 1996 hearing. Both parties agreed that the Commissioner should make a recommendation to the Court based on the police reports and transcript. No new testimony was taken.

We have carefully reviewed the transcript of November 19, 1996, and the police reports and other documents of record.

The police reports revealed that the Claimant's husband, Walter E. Hewitt, was driving his pickup truck through a crowd of people at a county fair attempting to leave the fair when the offender hit the victim's truck with his hand and a verbal dispute occurred. Several witnesses observed that the victim grabbed the offender by his shirt front through the truck window and they exchanged verbal remarks. It also appears the offender's head struck the window frame during this part of the incident. The offender then punched the victim in the face and broke free of the truck. The offender began walking away from the truck. The victim then got out of his truck, chased after the offender, and grabbed him by the shirt. The offender then kicked the victim in the chest area twice. The victim caught the offender's leg on the second kick and both fell to the ground and were hitting each other. The offender got up and ran away. The victim remained on the ground suffering from cardiac arrhythmia. He died shortly thereafter. The offender was charged in a juvenile petition with involuntary manslaughter which was subsequently dismissed on the basis that the offender's actions were in self-defense.

This Court has carefully considered the testimony of the witnesses and all the exhibits introduced into evidence. Based on the evidence as submitted, the Court finds:

1. That the offender in this matter clearly initiated the confrontation by first hitting the victim's car with his hand. However, the victim then acted in a manner which contributed to his death when he left the truck, chased after the offender and grabbed him. In an attempt to free himself, the offender kicked the victim in the chest and the resulting blows caused the victim's death.

2. That section 10.1(d) of the Crime Victims Compensation Act states that an award shall be reduced or denied according to the extent to which the victim's acts or conduct provoked or contributed to his death.

3. That the victim's conduct of leaving his truck, chasing down the offender and grabbing him, provoked the offenders' kicks and therefore his actions contributed to his death.

We also note that the record indicates the victim had previously been prescribed Ativan, a tranquilizer for anxiety attacks, though Mrs. Hewitt stated he had not taken the medication regularly for some time prior to this incident.

It is hereby ordered that the June 24, 1993, order of this Court denying Claimant's application for benefits under the Crime Victims Compensation Act is affirmed.

(No. 94-CV-0190—Case remanded for investigation and report by Attorney General; any award must be reduced by 35 percent for Claimant's contribution to his own injury.)

In re APPLICATION OF STEVEN SOCOLOVERT

Opinion filed January 30, 1996.

STEVEN SOCOLOVERT, *pro se*.

JIM E. RYAN, Attorney General (PAUL H. CHO, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*reduction or denial of award—victim's contributory acts or prior criminal conduct.* Pursuant to section 10.1(d) of the Crime Victims Compensation Act, an award shall be reduced or denied according to the extent to which the victim's acts or conduct provoked or contributed to his injury or death, or the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to his injury or death.

SAME—*man shot by youth on bicycle—compensation awarded with 35 percent reduction for victim's contributory conduct.* Although the Claimant prevailed in his request for crime victims compensation stemming from a gunshot wound to his leg inflicted by a youth on a bicycle who fired into the Claimant's car, the award was reduced by 35 percent because the Claimant contributed to his injury by confronting the youth after he and several other boys flashed gang signs at the Claimant.

OPINION

FREDERICK, J.

This claim arises out of an incident that occurred on June 16, 1993. The Claimant, Steven Socolovert, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereinafter referred to as the Act. 740 ILCS 45/1 *et seq*.

On December 23, 1994, the Court entered an order denying the claim. The Court found that Claimant's conduct contributed to his injury to such an extent as to warrant that the Claimant be denied compensation. On January 29, 1995, the Claimant timely filed a request for hearing. The cause was tried before Commissioner Fryzel.

The Claimant was shot in the leg on June 16, 1993, near 57th Street and St. Louis Street in Chicago, Illinois, by a young boy on a bicycle who flashed gang signs at the Claimant as he drove by the area on his way home from work. The young boy was with several other boys. The Claimant, who does not belong to any gang, responded to the gang signs by stopping his car, exiting the vehicle, and confronting the individuals, one of whom pulled a handgun and shot the Claimant in the upper leg. The offenders then fled the scene and were never apprehended by the police.

The Claimant testified that he did exit his car and confront the young boys rather than just driving off and leaving them behind and probably avoiding injury to himself. The Claimant also testified that the reason he stopped his vehicle was that he came to a stop sign and stopped. He heard a pop. It was a thud against his car. He thought the kids threw a rock against his car. He saw the kids flashing gang signs at him. He had always been taught to stand up for himself and not to be a coward. He was very mad. He got out of his car and started running after the kids who appeared to be of the age of between 12 and 15. He ran after them. He did not possess a gun. The Claimant recognizes he did not use good judgment by chasing these boys. The Claimant then saw one of the boys coming after him with a handgun. The Claimant then started going back to his car. One of the assailants came up to the car and fired into the car, striking the Claimant.

There is no question that the Claimant is a victim of a violent crime. It is indeed a sad commentary when a decent, hard-working young man like the Claimant is shot on the way home by children gang members. The Act states, however, in section 10.1(d) that an award shall be reduced or denied according to the extent to which the

victim's acts or conduct provoked or contributed to his injury or death, or to the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury to or death of the victim. *In re Application of Blackman* (1984), 37 Ill. Ct. Cl. 466; *In re Application of Casey* (1993), 46 Ill. Ct. Cl. 610.

We are required to determine if Claimant's award should be reduced or denied according to the extent Claimant's conduct provoked or contributed to his injury. As Claimant testified, it was not good judgment to angrily chase after these young gang members that infect our inner cities like a scourge. While we might consider that Claimant was attempting a citizen's arrest, we are concerned that Claimant did not even check to see if his car was damaged before angrily chasing these young gang members. In this case, hindsight being perfect, the better procedure would have been for the Claimant to first check to see if there was any damage to his vehicle, and, if so, then to call the police. It would not have been cowardly to call the police. It would have been prudent.

The facts are that as imprudent as Claimant's actions may have been, his actions were not unreasonable. The reasonable man does not expect children to have guns and use them. We are also impressed with the fact that once Claimant saw the young assailant with the gun, he returned to his car. Claimant was actually shot while in his car with the doors locked and the windows up.

While Claimant did contribute in some respects to his injuries, he did not contribute to the extent that his claim should be denied. We find that Claimant's award should be reduced by 35 percent for his contribution. In light of this finding, the case must be remanded for an investigation and report by the Attorney General of Claimant's damages pursuant to the Act.

Wherefore, it is the Court's finding:

1. That Claimant is a victim of a violent crime defined in the Act.

2. That Claimant has met all preconditions for an award pursuant to the Act.

3. That any award must be reduced by 35 percent for Claimant's contribution to his own injury.

Therefore, it is ordered:

A. That the Attorney General shall investigate this claim and report to the Court the medical, hospital and employment expenses to which Claimant is entitled as an award pursuant to the Act.

B. That the Court will reduce the award by 35 percent for the reasons stated in this opinion.

(No. 95-CV-2225—Claim denied.)

In re APPLICATION OF GLORIA ANDERSON

Opinion filed March 28, 2000.

GLORIA ANDERSON, *pro se.*

JIM E. RYAN, Attorney General (MARK E. MCCULLOUGH, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*reduction or denial of award—victim's contributory acts or prior criminal conduct.* Pursuant to section 10.1(d) of the Crime Victims Compensation Act, an award shall be reduced or denied according to the extent to which the victim's acts or conduct provoked or contributed to his injury or death, or the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to his injury or death.

SAME—*proof required—Act is secondary source of compensation.* To prevail in a claim seeking compensation for medical expenses, funeral expenses and loss of support, the Claimant must prove by a preponderance of the evidence that she has sustained a compensable loss under the rules of the Crime Victims Compensation Act, but the Act is a secondary source of compensation and any award thereunder is reduced by recoveries from other sources.

SAME—*failure to show compensable loss—claim denied.* A mother's claim for medical expenses, funeral expenses and loss of support arising out of her son's murder was denied for failure to show any compensable loss, where the mother did not pay any of the decedent's medical bills which were written off by the hospital as a bad debt, his funeral expenses were paid through an insurance policy, and there was insufficient evidence to show that the son was providing support to his children before his death.

OPINION

FREDERICK, J.

This claim arises out of an incident that occurred on November 17, 1993. Claimant, Gloria Anderson, mother of the deceased victim, Calvin Alexander, seeks compensation pursuant to the Crime Victims Compensation Act, hereinafter referred to as the Act. 740 ILCS 45/1 *et seq*.

Pursuant to an order entered March 13, 1977, this Court determined, pursuant to section 10.1(d) of the Act (740 ILCS 45/10.1(d)), that the victim's conduct contributed to his death to such an extent that the claim should be denied. The Court based its determination on information contained in the investigatory report which included the police reports. The police investigation revealed that, several days prior to the incident that caused his death, the victim had beaten his ex-girlfriend, Sherry Webster, and had broken the windows of her automobile. In retaliation, the ex-girlfriend's brothers, Anthony Webster and Roderick Davis, waited outside of the victim's residence and confronted him as he exited his apartment. During this confrontation, one of the offenders maced the victim while the other offender stabbed the victim repeatedly about the chest. Subsequently, Anthony Webster

was apprehended and convicted of first degree murder. The Claimant made a timely request for hearing which was held on January 26, 1999. She was the only witness who testified.

The Claimant did not witness the incident upon which her claim is based. Her testimony indicated she was aware of the incidents of violence involving her son and Sherry Webster during their relationship. She testified she had warned her son to leave Sherry Webster alone because something was going to happen. She further testified that Sherry Webster had told her son three or four days prior to his murder that her brothers were going to kill him.

The investigatory report contains information from police reports which indicate that on April 14, 1993, the decedent was involved in an incident with Sherry Webster in which he struck her in the face. She suffered a fractured left orbital bone as well as a fractured sinus bone. A friend of Sherry Webster was also struck in the face by the decedent as the friend attempted to intercede on Ms. Webster's behalf. As a result of this incident, the decedent was charged with aggravated battery. The investigatory report also contains information from a police report which indicates that on November 5, 1993, the decedent was involved in an incident in which he broke a window out of Ms. Webster's car with a tire iron and thereafter knocked Ms. Webster to the ground and kicked her.

The statement of Roderick Davis, which was taken by police on November 19, 1993, is contained in the investigatory report. That statement reveals that on the date of the incident, Mr. Davis's brother, Anthony Webster, called him to discuss the frustration his brother was experiencing about the relationship between their sister and

the decedent. His brother then asked to be picked up so that they could go confront the decedent. They proceeded to where the decedent was residing. On the way to the decedent's residence, Mr. Webster showed Mr. Davis a black pocket lock knife. Mr. Davis possessed a can of mace. When they arrived at the decedent's residence, they waited for him to come out. When the decedent exited his residence, the brothers confronted him. Following a short argument between Mr. Webster and the decedent, the decedent ran between two cars and ducked. Mr. Davis thought the decedent was going to reach for a gun so he sprayed mace in the decedent's direction. Mr. Webster then charged the decedent. A scuffle ensued between Mr. Webster and the decedent during which Mr. Davis sprayed mace on both combatants. Mr. Davis heard Mr. Webster and the decedent make noises of pain that he determined were caused by the mace. He then heard the decedent call out for help. When the decedent called out for help, Mr. Davis felt things were getting out of hand so he panicked and ran to their car. When Mr. Webster returned to the car, he had blood on his hands. He indicated that he and the decedent had been involved in a stabbing incident.

A police incident report contained in the investigatory report indicates that, after Mr. Webster turned himself in, he informed the officers that he and his brother decided to confront the decedent about the abuse of their sister. He stated, "We had no intention of killing that boy, we just wanted to kick his ass." Mr. Webster indicated he knew of the incident where the decedent had broken his sister's facial bones and that his sister had informed him that the decedent had made recent death threats to her. Mr. Webster claimed he had acted in self-defense after the decedent pulled a knife and stabbed him in the upper

thigh. The reporting police officer indicates in the report that the proximity of Mr. Webster's wound was indicative of a self-inflicted stab wound.

Further information contained in the investigatory report indicates that the decedent suffered 40 stab wounds which caused his death. There is no indication in the record that the decedent was in the possession of a gun during the incident.

Section 10.1(d) of the Act provides that an award shall be reduced or denied according to the extent to which the victim's acts or conduct provoked or contributed to his injury or death, or the extent to which any prior criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury or death of the victim. The record in this claim indicates that the victim's prior criminal conduct, the incidents of violence against Sherry Webster, did contribute to his death. Mr. Davis's and Mr. Webster's actions were taken in retaliation of the decedent's prior conduct toward their sister. The record also indicates that the premeditated confrontation of the decedent by Mr. Davis and Mr. Webster occurred two weeks after the last incident of violence against Ms. Webster.

In a case where the Court reduced an award due to the contributory conduct of the victim (*In re Application of Ford* (1995), 47 Ill. Ct. Cl. 580), the Court stated at 47 Ill. Ct. Cl. 585, "Our determination is supported and influenced by our view that the public policy underlying the Act's contributory reduction requirement is to discourage, and to avoid State support for, illegal and violence-provoking conduct." The decedent's prior conduct requires that any possible award would have to be reduced to the extent his conduct contributed to his death. However, given the facts that two weeks had passed between the

decedent's last incident of violence against Ms. Webster and that the confrontation of the decedent by Mr. Davis and Mr. Webster was premeditated, it is the opinion of this Court that if an award could be granted, it would not be reduced in its entirety. The Court finds that if an award could be granted in this cause, it would be reduced by 25% due to the decedent's prior conduct. However, for the following reasons, the Court finds that the claim must be denied.

The Claimant is seeking compensation for medical expenses, funeral expenses and loss of support. To prevail, the Claimant must prove by a preponderance of the evidence that she has sustained a compensable loss under the rules of the Act. (*In re Application of Goff* (1989), 41 Ill. Ct. Cl. 320, 327.) Section 10.1(g) of the Act states that "compensation under this Act is a secondary source of compensation * * *." An award under the Act is therefore reduced by recoveries from various sources, including life, health, accident or liability insurance.

A hospital report contained in the investigatory report indicates the decedent's medical bills from St. Francis Hospital, which totaled $14,514.28, were written off by the hospital as a bad debt. Claimant testified that she had not paid any of decedent's medical bills. This portion of her claim must therefore be denied because she failed to prove she incurred any compensable loss regarding the medical bills.

The Claimant testified that the funeral expenses were paid through an insurance policy. This portion of her claim must therefore be denied since a recovery through an insurance policy must be deducted from any possible award.

In Claimant's application for benefits, Claimant also seeks loss of support on behalf of Shakelia Alexander,

daughter of the decedent. At the trial, Claimant stated she was also seeking compensation for loss of support on behalf of two additional children of her son. The Claimant testified the children had different mothers who were supporting the children. Claimant did not present any evidence that Claimant was under any legal obligation to support the children. Though the Claimant testified that her son was working at the Ponderosa Steak House at the time of his death, she did not produce any evidence to document that her son was providing support to his children. The application for benefits under the Act has the burden of proving loss of support by a preponderance of the evidence. (*In re Application of DeBartolo* (1984), 36 Ill. Ct. Cl. 442, 445.) The Claimant has failed to present any evidence to prove the claim for loss of support. This portion of her claim must therefore be denied.

While the Court is sympathetic with the Claimant for the loss of her son, this claim must be denied due to the failure of Claimant to prove a compensable loss regarding medical and funeral expenses and the failure to prove the claim for loss of support by a preponderance of the evidence. Claimant has failed to meet her burden of proof.

For the foregoing reasons, it is the order of the Court that Claimant's claim be and hereby is denied.

(No. 95-CV-2600—Claim denied.)

In re APPLICATION OF EDWARD E. JOHNSON, JR.

Order filed July 5, 1996.

Order on rehearing filed March 3, 2000.

EDWARD E. JOHNSON, JR., *pro se*.

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR. and KIMBERLY M. PATE, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*condition precedent to compensation—cooperation with law enforcement officials.* Pursuant to section 6.1(c) of the Crime Victims Compensation Act, a person is entitled to compensation under the Act if the applicant has cooperated fully with law enforcement officials in the apprehension and prosecution of the assailant.

SAME—*aggravated battery—victim refused to appear at assailant's trial—claim denied.* Recovery was denied in an aggravated battery victim's claim for compensation, based on his failure to assist in the prosecution of the person identified by another witness as the victim's assailant, and his refusal to comply with a subpoena to appear at the alleged assailant's trial.

ORDER

PER CURIAM.

This claim arises out of an incident that occurred on September 24, 1993. The Claimant, Edward E. Johnson, Jr., seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1 *et seq*.

This Court has carefully considered the application for benefits submitted on March 16, 1995, on the form prescribed by the Attorney General and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on September 24, 1993, the Claimant was shot, allegedly by an offender who was unknown to him.

The incident occurred at 1500 Meadow Court, Rockford, Illinois. While being questioned by the investigating police officer, the Claimant indicated that he did not want to sign a criminal complaint nor to assist in the prosecution of the alleged assailant. Charges of aggravated battery were placed against the alleged offender but were later dismissed when the Claimant did not make himself available to the Winnebago County State's Attorney's office for further review of the incident.

2. That section 6.1(c) of the Act (740 ILCS 45/6.1(c)) states that a person is entitled to compensation under the Act if the applicant has cooperated fully with law enforcement officials in the apprehension and prosecution of the assailant.

3. That the police report and an investigation by the Winnebago County State's Attorney's office shows that the Claimant declined to cooperate fully with law enforcement officials in the apprehension and prosecution of the assailant in that he did not want to sign a criminal complaint nor assist in the prosecution of the alleged assailant. Charges of aggravated battery were placed against the alleged offender but were later dismissed when the Claimant did not make himself available to the Winnebago County State's Attorney's office for further review of the incident.

4. That by reason of the Claimant's refusal to fully cooperate with law enforcement officials in the apprehension and prosecution of the assailant as required by the Act, he is not eligible or compensation thereunder.

5. That this claim does not meet a required condition precedent for compensation under the Act.

It is hereby ordered that this claim be and is hereby denied.

ORDER

MITCHELL, J.

Claimant, Edward E. Johnson, Jr., a victim of a shooting occurring on or about September 24, 1993, filed a claim seeking compensation pursuant to the provisions of the Crime Victims Compensation Act. (740 ILCS 45/1 *et seq.*) On or about July 5, 1996, Claimant's claim was denied by this Court due to Claimant's failure to cooperate with law enforcement. On or about July 22, 1996, and again on July 31, 1996, Claimant requested a rehearing.

The following facts were presented at the hearing:

Claimant was robbed by a group of approximately eight individuals with automatic weapons. Claimant was shot by an assailant who he was unable to identify. Claimant was then shot several more times by an individual or individuals whom Claimant was unable to identify.

Claimant was hospitalized for approximately five days. On the second day of his admission to the hospital, Claimant was interviewed by detectives. Claimant informed detectives that he could not identify the individuals who shot him. According to Claimant, the detectives informed him that a witness had identified at least one individual who had shot Claimant. Claimant indicated that he could not positively identify the individual who shot him and refused to assist the detectives in their investigation of the incident.

Claimant received a subpoena to testify at trial against the individual, who was identified as his assailant. Claimant, by his own admission, refused to abide by the subpoena because he did not feel that he could identify the individual in question.

Claimant bases his argument that he refused to cooperate with authorities on his inability to identify his

assailants and his refusal to falsely accuse an individual who he could not positively identify as his assailant. Claimant's refusal to appear at trial against one of the individuals identified as Claimant's assailant prevented authorities from successfully prosecuting this individual.

Section 6.1(c) of the Crime Victims Compensation Act (740 ILCS 45/6.1(c)) states that a person is entitled to compensation under the Act if the applicant has cooperated fully with law enforcement officials in the apprehension and prosecution of the assailant.

Claimant, by his own admission, refused to cooperate fully with law enforcement officials in the apprehension and prosecution of an individual identified as Claimant's assailant. Therefore, the claim is denied.

(No. 96-CV-0283—Claimant awarded $772.82; Cook County Hospital awarded $13,900.)

In re APPLICATION OF MAURICE WHITE

Opinion filed July 22, 1999.

Opinion filed September 7, 1999.

MAURICE WHITE, *pro se*.

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR., JOSHUA BELL and KIMBERLY M. PATE, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*crime victim's notification to police was timely despite exceeding 72-hour limit.* Where a victim of an assault sustained serious injuries and loss of blood which required a twelve-day hospital stay and heavy sedation, his failure to notify law enforcement officials of the crime until seven days after being released from the hospital did not preclude his request for compensation notwithstanding the statutory requirement that such notice be given within 72 hours after the perpetration of the crime since, given the victim's condition, his delayed notification was justified and therefore timely under the circumstances.

SAME—*award may be paid directly to provider of services.* Under section 18(c) of the Crime Victims Compensation Act, the Court may order that all or a portion of an award be paid solely and directly to the provider of services.

SAME—*compensation awarded to assault victim for loss of earnings—medical expenses paid directly to hospital.* Compensation was awarded to an assault victim for his lost earnings, but the medical expenses he incurred and did not pay were awarded directly to the hospital that provided the services.

OPINION

JANN, J.

This matter was heard under the Illinois Crime Victims Compensation Act (740 ILCS 45/1 *et seq.*) and arises from an incident on June 28, 1995, wherein Claimant, Maurice White, was struck and beaten by two offenders unknown to him while he approached the front door of his home located at 4750 South Vincennes, Chicago. During the fight that ensued, Claimant in one manner or another put his right arm through the plate glass window of the front door, sustaining serious laceration wounds which necessitated a 12-day stay at Cook County Hospital.

At the hearing, the Claimant as well as Yolanda White, Claimant's wife, testified. Apparently, the injuries to his arm were so severe that Claimant has no recollection of being interviewed by police personnel at the scene of the crime nor at the hospital. The dispute before us arises as a result of the Attorney General's investigatory report which states that Claimant failed to timely notify law enforcement officials of the assault. It is undisputed that Claimant was brought to the hospital by ambulance during the early morning hours of June 28, 1995, and did not notify the Chicago Police Department of this incident until July 17, 1995. It is further undisputed that Claimant was released from the hospital on July 10, 1995, indicating a seven-day period from the time of his release until the time he reported the incident to the police and was presumably prepared to cooperate in the apprehension of the

assailants. The question before the Court is whether the Claimant had justifiable reasons for waiting seven days after he was released from the hospital to notify the police department. It is Claimant's contention, supported by his wife's testimony, that he was heavily medicated and needed the seven-day-at-home recuperation period in order to be coherent enough to make a proper police report. Except for suggesting that the medical reports as to the drugs prescribed by the hospital were unclear, the Respondent seems not to disagree to this contention.

The serious nature of Claimant's injury and the tremendous loss of blood attendant thereto suggests that it might very well take someone a recuperation period of seven days before they are ready to venture out of the house and conduct their business. In that regard, we believe that the Claimant has properly established that his notification to the police department was timely under the circumstances.

However, unfortunately, Claimant offered no proof whatsoever of lost earnings, although he did testify that prior to the incident he was working at the Drake Hotel. Nor did Claimant offer any unpaid hospital or other medical bills which he might have been entitled to claim as damages for compensation.

It is hereby ordered that Claimant shall be granted 30 days from entry of this order to substantiate his claim by submitting proofs of lost wages and medical expenses to the Attorney General. The Attorney General is directed to file a supplemental report with the Court within 45 days of receipt of Claimant's proofs.

Claimant's failure to substantiate his claimed pecuniary losses within 30 days of entry of this order shall result in denial of this cause without order of Court.

OPINION

PER CURIAM.

This claim arises out of an incident that occurred on January 28, 1995. The Claimant, Maurice White, sought compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1 *et seq*. (1994).

The Claimant was denied compensation by order of the Court on July 5, 1996. This claim is now before the Court pursuant to a request by the Claimant to reconsider his claim for compensation.

This Court has carefully reviewed its prior order in this cause, the Claimant's request to reconsider his claim for compensation and a supplemental investigatory report by the Attorney General's office. Based on all of the above, the Court finds:

1. That, on July 5, 1996, the Court of Claims entered an order denying the Claimant compensation because the Claimant failed to notify the appropriate law enforcement officials within the prescribed 72-hour time limit.

2. That, on August 12, 1996, the Claimant requested the Court to reconsider his claim for compensation. The Court granted the Claimant's request and assigned the claim to Commissioner Jeffery T. Whipple on October 2, 1996.

3. That, following a hearing conducted by Commissioner Jeffery T. Whipple, the Court entered an order on July 22, 1999, in which it ruled that the Claimant notified the police department more than 72 hours after the perpetration of the crime. However, due to the nature of the Claimant's injuries, the Court determined that the Claimant has properly established that his delayed notification

to the police department was timely under the circumstances. In addition, the Court granted the Claimant 30 days to submit documentation to substantiate his claim. The Court referred the claim to the Attorney General's office for further investigation.

4. That, based on the aforementioned facts, the Court finds that the Claimant was an innocent victim of a violent crime and that he has complied with all of the eligibility requirements of section 6.1 of the Act.

5. That the Claimant seeks compensation for medical/hospital expenses and loss of earnings.

6. That after considering insurance and other sources of recovery, the Claimant's net loss for medical/hospital expenses is $13,900. To date, the Claimant has paid nothing towards this amount.

7. That section 2(h) of the Act states that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on $1,000 per month, whichever is less.

8. That the Claimant's average net monthly earnings for the six months immediately prior to the incident were $165.08. Claimant was disabled and unable to work for a period of four months and 15 working days. Based upon $165.08 per month, the maximum compensation for loss of earnings if $772.82.

9. That the Claimant has received no reimbursements that can be counted as an applicable deduction under section 10.1(e) of the Act.

10. That the Claimant's net compensable loss is based on the following:

	Compensable Amount
Cook County Hospital	$13,900.00
Compensable Loss of Earnings	772.82
Total	$14,672.82

11. That the Claimant has complied with pertinent provisions of the Act and is entitled to compensation thereunder.

12. That pursuant to section 18(c) of the Act, the Court may order that all or a portion of an award be paid solely and directly to the provider of services. In the instant case, the Court finds this section applicable and orders that direct payment be made.

It is hereby ordered that the sum of $772.82 (Seven Hundred Seventy-Two Dollars and Eighty-Two Cents) be and is hereby awarded to Maurice White, an innocent victim of a violent crime.

It is further ordered that the sum of $13,900 (Thirteen Thousand Nine Hundred Dollars) be and is hereby awarded to Cook County Hospital for the hospital expenses of Maurice White.

(No. 96-CV-2265—Claimant awarded $13,687.15.)

THOMAS H. LARSEN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent

Order filed March 8, 2000.

THOMAS H. LARSEN, *pro se*.

JIM E. RYAN, Attorney General (MICHAEL F. ROCKS, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*statutorily enumerated crimes of violence involving motor vehicles.* "Crime of violence," as specified in section 2(c) of the Crime Victims Compensation Act, does not include any offense or accident involving a motor vehicle except reckless homicide and driving under the influence of intoxicating liquor or narcotic drugs.

SAME—*damages—burden of proof.* The burden of proof in crime victims compensation cases is on the Claimant to prove his damages by a preponderance of the evidence.

SAME—*pedestrian injured by hit-and-run drunk driver—award granted.* A pedestrian who was the victim of a hit-and-run accident sufficiently established through undisputed witness affidavits that the driver of the vehicle that struck him was driving under the influence of alcohol, making the pedestrian an innocent victim of a compensable violent crime, and he was awarded a total of $13,687.15 for medical expenses and lost wages.

ORDER

EPSTEIN, J.

This cause is before the Court on Claimant Thomas H. Larsen's application seeking compensation pursuant to the Crime Victim's Compensation Act (the Act) for expenses associated with an incident that occurred on March 5, 1995. (740 ILCS 45/1 *et seq*. (1994).) The amount claimed exceeded the statutory maximum. On March 28, 1996, the Court entered an order denying the claim. The order included findings (paragraphs 1, 3, 6, 7) that:

(a) the police investigation revealed that the Claimant was attempting to cross the street at 5310 N. Milwaukee, Chicago, Illinois, when he was struck by a motor vehicle. The offending driver fled from the scene of the incident and has not been apprehended;

(b) "crime of violence," as specified in section 2(c) of the Act, does not include any offense or accident involving a motor vehicle except reckless homicide and driving under the influence of intoxicating liquor or narcotic drugs;

(c) the Court has recognized that although a "hit and run" accident is a crime, it is not one of the crimes enumerated as being compensable under the Act; and

(d) The claim does not meet a required condition for compensation under the Act.

On April 8, 1996, Claimant filed a letter requesting a review or hearing on the claim. The Claimant asserted, "that this incident happened at 2:30 a.m. directly across from a bar/tavern. The car sped out of the parking lot with no regard for pedestrians."

A hearing was conducted on December 27, 1996, at which Claimant and his wife, Patricia Larsen, testified. Claimant presented three affidavits of three individuals averring that they witnessed the incident, which were admitted into evidence. The affidavits are dated December 26, 1996, and are signed by: Klaus O. Schnetzer, 5330 N. Mobile, Chicago, Illinois; Thomas M. Travers, 5400 N. Ludlam, Chicago, Illinois; and Joyce A. Nockels, 7253 W. Palatine, Chicago, Illinois. All three affiants state that they were with Claimant on the night in question and they saw a man come out of a local tavern on the 5300 block of N. Milwaukee Avenue. All three affiants state that they "had just left the Blue Angel Restaurant to walk home." Claimant lived about two blocks away.

Affiant Schnetzer states that he witnessed the gentleman "enter his vehicle staggering which looked to me as if he were under the influence of alcohol or narcotics." All three affiants state that the group crossed at the light on the walk signal when the man pulled out of his parking place and hit Claimant. The man then drove "away while swerving in and out of his lane." All three affiants opined that the driver looked "very intoxicated" (Travers' affidavit) or "very drunk" (Nockels' affidavit) or was driving

under the influence of alcohol (Schnetzer's affidavit). Affiant Travers observed the man come out of a bar and enter his vehicle and he looked very intoxicated.

At the hearing, the Attorney General indicated that the Attorney General's (AG) office did not investigate the legitimacy of the medical and hospital bills. The Commissioner instructed Claimant to provide the AG's office all bills and other records supporting his claim. The AG's office was directed to investigate the legitimacy of the medical and hospital bills and the wage losses and to file a report with the Court. (Record, 4-6.) Claimant was instructed to provide all information that he desired the Court to consider, with a copy to the AG's office.

A December 30, 1996, transmittal letter from Claimant to the AG's office, with copies of numerous bills, checks and other documents supporting the claim was filed.

A letter dated February 5, 1997, from the AG states that the AG's office "contacted the various providers of services of medical/hospital expenses and was informed that the Claimant, Thomas Larsen, incurred expenses due to this incident in the amount of $10,187.15, which the Claimant has paid." A March 7, 1997, letter from Claimant, together with various documents in support of his position, indicated that the medical and hospital expenses for which he paid totaled $11,015.74, instead of $10,187.15 as stated in the AG's letter. The Claimant itemized these expenses in his packet of information. The AG did not itemize the expenses, nor indicate which bills totaled to achieve $10,187.15. An item by item verification of the two lists is therefore not feasible. The $828.59 difference remains in dispute.

In relation to the wage loss, Claimant is claiming the three and one-half months that he was unable to work.

(See: March 7, 1997, letter.) Attached to the December 30, 1996, letter is a wage loss verification indicating that Claimant was employed by Schuepfer, Inc., since May 1994, as a machine operator and was earning an average salary of $1,000 per week. At the hearing, the AG's office was instructed to confirm the wage loss. The AG's office has not filed an independent verification of the wage loss. Subsequent to March 7, 1997, the Commissioner made two requests of the AG, to file a wage verification. No wage verification has been filed. It is noted that Claimant's application, executed under oath, unequivocally indicates that he was employed during the six-month period prior to the injury as a heavy equipment operator with Schuepfer, Inc., and his monthly take-home wage was listed at $2,800.

The Court finds that the affidavits of the three individuals are sufficient to support a determination that Claimant was injured as a result of a crime of violence, specified in section 2(c) of the Act: "driving under the influence of intoxicating liquor or narcotic drugs as defined in section 11—501 of the Illinois Vehicle Code." Although we view such affidavits with skepticism, these are persuasive and the undisputed circumstances are also supportive of the conclusion that this was a drunk driving incident.

The amount of compensation for medical and hospital expenses and wage losses is more troublesome in light of the discrepancies noted above. The burden of proof in crime victims compensation cases is on the Claimant to prove his damages by a preponderance of the evidence. (*In re Application of Bavido* (1992), 44 Ill. Ct. Cl. 449, 160. We note however, that Claimant's March 7, 1997, letter and attachments have not been disputed or responded to by the AG's office and that therefore Claimant's $11,015.74 sum is uncontested.

However, this Court's review of Claimant's submissions shows three different bills, two of which may be responsible for the $828.59 differential. There is a customer receipt and a duplicate receipt from Walgreens for 50 Vicodin tablets in the amount of $28.59 bearing identical dates of April 6, 1995. Both Walgreen receipts were apparently included in Claimant's sum and therefore it should be reduced by $28.59, leaving an $800 differential from the AG's numbers. There is an $800 statement from MRI of Arlington Heights, which indicates that $550 was being paid on March 7, 1995. The statement shows "today adjustments $250" with the balance due being "0." In the December 30, 1996, submission, Claimant included copies of checks, of which check No. 3634, dated March 7, 1994, would tend to confirm the $550 payment to MRI of Arlington Heights. Damages may not be awarded on the basis of conjecture or speculation. (*Bavido* at 461.) Due to the discrepancies noted above, the Court finds that Claimant did not meet his burden of establishing that the higher sum is due and we will accept the $10,187.15 compensation figure confirmed by the AG's office.

Accordingly, it is hereby ordered:

1. The Court finds that Claimant Thomas H. Larsen was an innocent victim of a compensable crime of violence under the Crime Victim's Compensation Act, and is entitled to compensation for qualified out of pocket expenses resulting from the crime of March 5, 1995, upon his person; and

2. Thomas H. Larsen is awarded the sum of $10,187.15 as full compensation for his compensable medical and hospital expenses, and $3,500.00 for lost wages, all suffered due to the crime of March 5, 1995; the total award herein is $13,687.15

(No. 96-CV-2984—Claim denied; reconsideration denied.)

In re APPLICATION OF GLORIA ARROYO

Order filed October 8, 1996.

Opinion on rehearing filed September 2, 1999.

GLORIA ARROYO, *pro se*.

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR., Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*condition precedent to compensation—cooperation with law enforcement officials.* Pursuant to section 6.1(c) of the Crime Victims Compensation Act, a person is entitled to compensation under the Act if the applicant has cooperated fully with law enforcement officials in the apprehension and prosecution of the assailant.

SAME—*gunshot victim—refusal to press charges—claim denied.* Where a woman was injured at a bar when a gun fell from her friend's pants and discharged when it hit the floor, the woman's refusal to press charges against the alleged offender precluded her from seeking crime victims benefits, and her claim was denied.

ORDER

PER CURIAM.

This claim arises out of an incident that occurred on February 23, 1996. The Claimant, Gloria Arroyo, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1 *et seq*. (1992).

This Court has carefully considered the application for benefits submitted on April 9, 1996, on the form prescribed by the Attorney General and an investigatory report of the Attorney General of Illinois, which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That, on February 23, 1996, the Claimant was shot, allegedly, by an offender who was known to her. The

incident occurred at 10318 Indianapolis Boulevard, Chicago, Illinois. When contacted by the investigating police officers, the Claimant advised them that she did not want to press charges against the alleged offender. As a result of these actions, the alleged offender was released from custody and the Chicago Police Department closed its investigation of this matter.

2. That section 6.1(c) of the Act states that a person is entitled to compensation under the Act if the applicant has cooperated fully with law enforcement officials in the apprehension and prosecution of the assailant.

3. That it appears from the police report that the Claimant declined to cooperate fully with law enforcement officials in the apprehension and prosecution of the assailant in that the Claimant advised the investigating police officers that she did not want to prosecute the alleged assailant.

4. That, by reason of the Claimant's refusal to fully cooperate with law enforcement officials in the apprehension and prosecution of the assailant as required by the Act, she is not eligible for compensation thereunder.

5. That this claim does not meet a required condition precedent for compensation under the Act.

It is hereby ordered that this claim be and is hereby denied.

OPINION ON REHEARING

EPSTEIN, J.

This crime victims compensation claim is before the Court on Claimant Gloria Arroyo's application seeking compensation under the Crime Victims Compensation Act (740 ILCS 45/1 *et seq.*) (the Act) for medical and hospital expenses for injuries suffered because of a gunshot

wound inflicted on February 23, 1996. Claimant's application states that she was standing next to her friend, Karen Rodriguez, at a bar when a gun fell from the front of her friend's pants. The gun discharged when it hit the floor and the bullet lodged in the left side of Claimant's left lung.

On October 8, 1996, the Court denied this claim based on the Attorney General's investigatory report. The Court's order included a finding that Claimant advised the investigating police officers that she did not want to press charges against the alleged offender, who was released from custody. The Chicago Police Department closed its investigation of this matter. Our denial of this claim was based on Claimant's failure to comply with the condition of section 6.1(c) of the Act, which requires that applicants fully cooperate in the apprehension and prosecution of the victim-applicant's assailant.

On November 12, 1996, the Claimant filed a request for a rehearing. Her request letter was received more than 30 days after the date of the notice to Claimant transmitting the Court's order denying her application. That is too late under the Act and our rules. The over-30 day late request for rehearing is sufficient grounds for denial of this claim. However, the Court declines to reconsider its prior order on the merits, as the Claimant failed even to allege facts that, if true, would warrant a reconsideration of the Court's prior conclusion.

Claimant's request for rehearing states that, "even if [she] would have pressed charges [she is] sure they would have released her," referring to Claimant's friend or former friend, the assailant. Claimant also asserts that "[s]he had no traces of gun powder on her hands." Claimant's speculations are entitled to no weight and are irrelevant in any event. The issue under the law is her cooperation,

not her unilateral and inexpert opinion as to the likely outcome of a prosecution, which she is not entitled to make, and which—even were we to agree, which we do not—would not be a justification for her non-cooperation under the Act.

In addition—as if there were a need for anything more—Claimant's own argument, insofar as it may hold any water, only goes to show the uncertainty of her assailant having committed, or being charged with, any "crime of violence" as that is defined by section 2(c) of the Act. If the Claimant's unsupported statements were true, then the logical conclusion would be that Claimant suffered her injuries because of an accident, which is not a compensable "crime of violence" under the Act, and so Claimant's application would fail for this reason also.

Claimant testified at a hearing on June 27, 1997. She stated that she did not cooperate with the law enforcement officers because she did not know what had happened and did not see the assailant shoot her. The gun fell from the front of her friend's pants, hit the ground and went off. (Record, 3-4.) Detectives visited her in the hospital and she could not provide them with any information, because she said she did not know what had happened. (Record, 5.) The detectives had her friend in custody, but Claimant declined to press charges. She did not have any contact with the police after her refusal to sign a complaint. (Record, 6.)

Claimant reiterated her contention that pressing charges would have been futile, because her friend did not pull the trigger and she believed the police would not have kept her. (Record, 7.) The Respondent did not cross-examine the Claimant, and offered the police report into evidence. (Respondent's Exhibit No. 1.) The report states that Claimant did not want to prosecute and signed

a refusal to prosecute form. (Respondent's Exhibit No. 1, page 5; Record, 9.) Claimant introduced three doctor bills and a letter referencing the hospital bill. (Claimant's Group Exhibit No. 1; Record, 10.)

The Court finds that Claimant has not demonstrated that the April 8, 1996, decision should be reconsidered or reversed.

Wherefore, it is hereby ordered that reconsideration is denied. The order of October 8, 1998, is affirmed and this case is closed.

(No. 97-CV-0430—Claimant awarded $3,000.)

In re APPLICATION OF BONNIE GRIFFIN

Order filed October 8, 1996.

Opinion filed October 6, 1999.

Opinion filed December 16, 1999.

BONNIE GRIFFIN, *pro se*.

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR., KIMBERLY M. PATE and ROBERT HUINER, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*statutorily enumerated crimes of violence involving motor vehicles*. "Crime of violence," as specified in section 2(c) of the Crime Victims Compensation Act, does not include any other offense or accident involving a motor vehicle, except reckless homicide and driving under the influence of intoxicating liquor or narcotic drugs.

SAME—*reckless homicide—presumption arising from alcohol intoxication.* The elements of reckless homicide include driving a motor vehicle in a reckless manner which causes death, and being under the influence of alcohol is presumed to be evidence of a reckless act.

SAME—*hit-and-run traffic accident—passenger was victim of reckless homicide—funeral expenses awarded.* Although the Court originally found that an automobile passenger's fatal injuries sustained during a hit-and-run

traffic accident were not attributable to one of the violent crimes set forth under section 2(c) of the Crime Victims Compensation Act, on reconsideration the Court determined, based on eyewitness testimony, that the driver of the other vehicle who threw liquor bottles from his car before fleeing the scene committed the crime reckless homicide, and the victim's mother was entitled to an award for funeral and burial expenses.

ORDER

PER CURIAM.

This claim arises out of an incident that occurred on May 12, 1996. Bonnie Griffin, mother of the deceased victim, Nicholas Griffin, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1 *et seq*. (1992).

This Court has carefully considered the application for benefits submitted on August 14, 1996, on the form prescribed by the Attorney General and an investigatory report of the Attorney General of Illinois, which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on May 12, 1996, the victim was injured as a result of a traffic accident and expired from his injuries on June 9, 1996. The incident occurred at 3800 West Harrison Street, Chicago, Illinois. Police investigation revealed that the victim was a passenger and the victim's companion was driving southbound on Independence Street when the automobile was struck by the offender's vehicle while attempting to make a right turn onto Independence Street on the red light. After being struck, the driver lost control of his automobile and hit a light pole on the median. The offending driver then fled the scene and has not been apprehended.

2. That in order for a Claimant to be eligible for compensation under the Act, there must be evidence that one of the violent crimes specifically set forth under section 2(c) of the Act occurred.

3. That "[c]rime of violence" as specified in section 2(c) of the Act does not include any other offense or accident involving a motor vehicle, except reckless homicide and driving under the influence of intoxicating liquor or narcotic drugs.

4. That the issues presented to the Court are: (1) whether the victim's death that was caused by the offender's operation of a motor vehicle is compensable under section 2(c) of the Act; (2) whether the fact that the offender fled the scene of the incident has an effect on the Claimant's eligibility for compensation under the Act.

5. That as the Court stated in *In re Application of Hansen* (1980), 34 Ill. Ct. Cl. 401, "The Court has uniformly taken the position that the Illinois Crime Victims Compensation Act is not applicable to unintentional motor vehicle offenses, as not being a 'crime of violence' within section 2(c) thereof." See also *In re Application of Desir* (1980), 34 Ill. Ct. Cl. 391; *In re Application of Stevens* (1976), 31 Ill. Ct. Cl. 710; *In re Application of Ceniceros* (1995), 48 Ill. Ct. Cl. 653.

6. That the Court has also recognized that while a hit and run accident is a crime, it is not one of the crimes specifically enumerated in the Act as being the basis of a claim under the Act. *In re Application of Viscarrondo* (1980), 34 Ill. Ct. Cl. 402; *In re Application of Ceniceros, supra*.

7. That this claim does not meet a required condition precedent for compensation under the Act.

It is hereby ordered that this claim be and is hereby denied.

OPINION

EPSTEIN, J.

This cause is before the Court on a recommendation from a Commissioner of this Court following a hearing. This Court denied Claimant's application for benefits under the Crime Victims Compensation Act (740 ILCS 45/1 *et seq.*) on October 8, 1996, on the basis that the victim's injuries were not attributable to a crime which is compensable under the Crime Victims Compensation Act.

Claimant filed a timely request for a hearing and a hearing was held before Blanche Hill Fawell, a Commissioner of this Court on April 21, 1999. On that date Claimant tendered to the Commissioner various records and requested a continuance.

On May 19, 1999, a hearing was held. On that date the Claimant testified that on May 12, 1996, her son, Nicholas Griffin, was a passenger in a car, which was proceeding through the intersection of Independence and Harrison, when another car entered the intersection against the red light causing the car in which the victim was riding to swerve and hit a light pole. The driver of the other car fled the scene. The victim sustained serious injuries and after several weeks in the hospital died.

The next person to testify was Terrance Berry. Mr. Berry stated that he was standing at the intersection of Independence and Harrison, when he observed a car proceed into the intersection against the red light and drive directly in front of the car in which the victim was a passenger. The offender's car then swerved around and came up on the sidewalk forcing Mr. Berry to jump out of the

way to avoid being hit. From a short distance away, he observed the driver exit the vehicle and throw bottles out of the car. The driver then fled the scene.

Mr. Berry further testified that he gave the police a description of the driver and that the bottles that the driver threw from the car were one beer and two liquor bottles. Mr. Berry was contacted three times after the date of the incident by the police. He was able to provide the police with many details regarding the car including the unique air freshener hanging from the rear view mirror. Mr. Berry testified that he had never met the Claimant before the hearing.

The Attorney General's office introduced police reports into evidence. The police reports are very brief and contain no mention of many of the details that Mr. Berry testified, under oath, that he provided to the police.

The Commissioner found Mr. Berry's testimony to be very credible. He was not acquainted with the Claimant and testified in great detail and subject to cross-examination.

This Court has carefully reviewed all the testimony presented and all the documents introduced into evidence. The crime of reckless homicide is defined in section 9—3 of the Criminal Code. (720 ILCS 5/9—3.) The elements of this offense include driving a motor vehicle in a reckless manner which causes death. Being under the influence of alcohol is presumed to be evidence of a reckless act. The Illinois Supreme Court defined the elements of reckless homicide in *People v. Wilson* (1991), 143 Ill. 2d 236 at 245: "An individual is guilty of reckless homicide when the State proves beyond a reasonable doubt the existence of the following three elements: (1) that the individual was operating a motor vehicle; (2) that the individual unintentionally caused a death while operating

the vehicle; and (3) that the acts which caused the death were performed recklessly so as to create a likelihood of death or great bodily harm to some person."

In *People v. House* (1st Dist. 1990), 197 Ill. App. 3d 1017, the Court considered a fact pattern similar to the instant case. In *House,* the driver stopped at a red light in the left turn lane and then accelerated straight ahead cutting in front of an approaching car forcing it to swerve. The Court found that the defendant's driving was reckless.

In this matter, Claimant bears the burden of proving that a violent crime, reckless homicide, occurred by a preponderance of the evidence. Specifically the Court finds:

1. That in order for a Claimant to be eligible for compensation under the Act, there must be evidence that one of the violent crimes specifically set forth under section 2(c) of the Crime Victims Compensation Act occurred.

2. That "[c]rime of violence" as specified in section 2(c) of the Act does not include any offense or accident involving a motor vehicle, except reckless homicide and driving under the influence of intoxicating liquor or narcotic drugs. *In re Application of Wilcox* (1986), 41 Ill. Ct. Cl. 339.

3. That in this case, the Court finds that the Claimant proved by a preponderance of evidence that the crime of reckless homicide was committed and that the victim in this case died as a result of injuries sustained during the commission of that violent crime.

It is hereby ordered that the September 29, 1998, order of this Court denying Claimant's application for benefits under the Crime Victims Compensation Act is reversed and that this claim is referred to the Office of the Attorney General for calculation of an award.

OPINION

PER CURIAM.

This claim arises out of an incident that occurred on May 12, 1996. Bonnie Griffin, mother of the deceased victim, Nicholas Griffin, sought compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1 *et seq*. (1996).

The Claimant was denied compensation by order of the Court on October 8, 1996. This claim is now before the Court pursuant to a request by the Claimant to reconsider her claim for compensation for funeral/burial expenses.

This Court has carefully reviewed its prior order in this cause, the Claimant's request to reconsider her claim for compensation and a supplemental investigatory report by the Attorney General's office. Based on all of the above, the Court finds:

1. That on October 8, 1996, the Court of Claims entered an order denying the Claimant compensation for funeral/burial expenses, because the victim's fatal injuries that he sustained during a hit-run traffic accident, were not attributable to one of the violent crimes specifically set forth under section 2(c) of the Act.

2. That on October 23, 1996, the Claimant requested the Court to reconsider her claim for compensation. The Court granted the Claimant's request and assigned the claim to Commissioner Blanche Hill-Fawell on March 23, 1999.

3. That following a hearing conducted by Commissioner Blanche Hill-Fawell, the Court entered an order on October 6, 1999, in which it ruled that the Claimant's

son was a victim of one of the violent crimes specifically set forth under the Act. Based on eye-witness testimony at the hearing, the offending driver was seen driving his car into the intersection while the traffic light was red. The offending driver drove his automobile directly in front of the car in which the victim was a passenger, thus causing a fatal collision. Immediately after the traffic incident, the offending driver was observed exiting the car and throwing liquor and beer bottles out of the automobile. The Court determined that the Claimant proved by a preponderance of evidence that the crime of reckless homicide was committed and the victim in this case died as a result of injuries sustained during the commission of that violent crime. The court vacated its original order and referred the claim to the Attorney General's office for calculation of the award.

4. That the Claimant seeks compensation for funeral and burial expenses.

5. That the Claimant incurred funeral and burial expenses in the amount of $5,171, all of which have been paid. Pursuant to section 2(h) of the Act, funeral and burial expenses are compensable to a maximum amount of $3,000.

6. That the Claimant has received no reimbursements that can be counted as an applicable deduction under section 10.1(e) of the Act.

7. That the Claimant has complied with all pertinent provisions of the Act and is entitled to compensation thereunder.

It is hereby ordered that the sum of $3,000 (Three Thousand Dollars) be and is hereby awarded to Bonnie Griffin, mother of Nicholas Griffin, an innocent victim of a violent crime.

(No. 97-CV-0779—Claim denied.)

In re APPLICATION OF SHEILA FRANKLIN

Opinion filed March 31, 2000.

SHEILA FRANKLIN, *pro se*.

JIM E. RYAN, Attorney General (KIMBERLY M. PATE and GARY ARKISS, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*murder victim's conduct contributed to his death—claim denied.* In a mother's claim for compensation arising out of her son's murder, recovery was denied based on the victim's contributory conduct, where the evidence showed that, after an argument with the offender, the victim struck the window of the offender's car with a stick as he was preparing to leave, at which time the offender exited his car and shot the victim.

OPINION

HESS, J.

This cause is before the Court on a recommendation from a Commissioner of this Court following a hearing. This Court denied Claimant's application for benefits under the Crime Victims Compensation Act (740 ILCS 45/1 *et seq*.) on March 31, 1998, on the basis that the victim's injuries were substantially attributable to, or provoked by, the victim's own wrongful actions as proscribed by section 6.1(d) of the Crime Victims Compensation Act. 740 ILCS 45/6.1(d).

Claimant filed a timely request for a hearing. A hearing was held before Blanche Hill Fawell, a Commissioner of this Court on October 13, 1999.

At the hearing, the Claimant testified that her son Roosevelt was killed on December 29, 1995. The Claimant introduced into evidence several letters which described the night her son was killed.

Cherie Franklin, the victim's fiancee, who was present when the victim was killed, testified that her cousin, Cornelius, stole a pager that Roosevelt had given her for Christmas. Cornelius and Roosevelt argued outside about the pager and began pushing and shoving each other. This fight was broken up and everyone went back into the house. The argument began again and Cherie testified that she went outside and got a table leg. Roosevelt came out of the house, grabbed the table leg from her and hit the passenger side window of the offender's car. The windshield did not break. The offender got out of the car and shot the victim. As the victim was running toward the house, the offender kept shooting at him.

The offender was arrested, pled guilty to second degree murder, and was sentenced to 18 years in the Illinois Department of Corrections.

The office of the Attorney General introduced the police reports into evidence. The reports state that there was an argument over a pager. The victim struck the offender's windshield, as he was preparing to leave, with a stick causing it to crack but not break. The offender then pulled a gun out of the glove compartment and shot the victim as he was running into his house.

The Court finds that the victim's conduct contributed to his death. While the Court sympathizes with the Claimant on the loss of her son, the victim's act of striking the offender's windshield was an act of aggression that contributed to his injuries. At the time the offender's windshield was struck, the offender was attempting to leave. While the victim's death is an unfortunate incident, it appears from all the evidence that the parties were engaged in an argument which escalated into a physical confrontation in which the victim participated.

It is hereby ordered that the March 31, 1998, order of this Court denying Claimant's application for benefits under the Crime Victims Compensation Act is affirmed and that this claim is closed.

(No. 97-CV-0923—Claim denied; petition for rehearing denied.)

In re APPLICATION OF SHIRLEY M. HENSON

Order filed January 30, 1998.

Order on petition for rehearing filed March 31, 2000.

SHIRLEY M. HENSON, *pro se*.

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR., Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*basis for denial of benefits—willful misstatement or omission of facts.* Under section 20(a) of the Crime Victims Compensation Act, a person who willfully misstates or omits facts relevant to the determination of whether compensation is due or of the amount of that compensation, whether in making application for compensation or in the further proceedings provided for in the Act, shall be denied compensation.

SAME—*Claimant submitted fraudulent physician's report—claim denied.* Where a robbery victim, in support of her application for crime victims compensation, submitted a signed physician's report stating that the Claimant received treatment for injuries resulting from the robbery and that those injuries kept the Claimant from working, but it was later revealed that the physician had not prepared, signed or concurred with the report, the Claimant's request for compensation was denied based on her willful misstatements.

ORDER

PER CURIAM.

This claim arises out of an incident that occurred on September 8, 1996. The Claimant, Shirley M. Henson,

seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1 *et seq*. (1996).

This Court has carefully considered the application for benefits submitted on October 2, 1996, on the form prescribed by the Attorney General and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That on September 8, 1996, the Claimant was injured by an offender who was not known to her. The incident occurred at 1120 West Catalpa, Chicago, Illinois. Police investigation revealed that the Claimant was injured during a robbery. The Claimant, on her application for compensation, alleges that she could not return to work until August 8, 1997, due to the injuries sustained during the incident. In further support of this, the Claimant submitted a report purportedly prepared and signed by the attending physician which stated that the Claimant received treatment for injuries incurred solely as a result of the incident, and that those injuries kept the Claimant from returning to work until August 8, 1997. Further investigation by the Attorney General's office revealed that the treatment the Claimant received from the physician was unrelated to the incident and that the report was neither prepared, signed, nor concurred with by the physician.

2. That pursuant to section 20(a) of the Act (740 ILCS 45/20(a)), a person who has willfully misstated or omitted facts relevant to the determination of whether compensation is due under this Act or of the amount of that compensation, whether in making application for compensation or in the further proceedings provided for in this Act, shall be denied compensation under this Act.

3. That it appears from the investigatory report and the police report that the Claimant willfully misstated relevant facts to obtain compensation under the Act by submitting a signed physician's report that was neither prepared, signed nor concurred with by the attending physician. Therefore, the Court finds that the Claimant has willfully misstated information and that she should be denied compensation pursuant to section 20(a) of the Act.

4. That this claim does not meet a required condition precedent for compensation under the Act.

It is hereby ordered that this claim be and is hereby denied.

ORDER

HESS, J.

This matter is before the Court on Claimant's petition for rehearing and the Commissioner's recommendation, filed after the Commissioner conducted a hearing. The Court being fully advised in the premises states as follows:

Claimant applied for benefits under the Crime Victims Compensation Act on or about October 2, 1996, for injuries allegedly suffered when she was robbed. By order of January 30, 1998, Claimant's claim was denied.

Claimant submitted a report, allegedly signed by her doctor, stating that she suffered injuries, which he treated her for in the robbery. The Attorney General's office investigated this doctor's report. The doctor denied signing the report. This evidence appears to present a situation where the Claimant is attempting to perpetrate a fraud upon the Court. Section 14 of the Court of Claims Act (705 ILCS 505/14) provides that a fraud upon the State

results in the claim being "forever barred from prosecution in the court."

Accordingly, Claimant's petition for rehearing is denied. Claimant's application for benefits under the Crime Victims Compensation Act is dismissed and forever barred.

(No. 97-CV-1726—Claimant awarded $4,430.95.)

In re APPLICATION OF TAOFEEG OGUNIANA

Opinion filed January 28, 1999.

LEGAL ASSISTANCE FOUNDATION OF CHICAGO (DEVEREUX BOWLY, of counsel), for Claimant.

JIM E. RYAN, Attorney General (KIMBERLY M. PATE, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*stabbing victim cooperated with police to best of his ability—award granted.* Based on a crime victim's unrebutted testimony that he was attacked and stabbed in the chest by an unknown assailant wearing a hood or mask, then went into shock rendering him unable to give police further information at the scene or in the hospital emergency room regarding the attack, the Court found that the victim had assisted law enforcement officers to the best of his ability under the circumstances, and he was awarded compensation for his medical expenses arising from the assault.

OPINION

JANN, J.

Claimant seeks an award pursuant to the Crime Victims Compensation Act (740 ILCS 45/1 *et seq.*), hereinafter the Act. Claimant's application was denied pursuant to section 6.1 of the Act for failure to fully cooperate with law enforcement officials. Claimant made a timely request for hearing, which was granted and held before Commissioner Dillard in Chicago, Illinois.

Claimant testified in his own behalf at hearing and was represented by counsel. Claimant is a 22-year-old man who recently emigrated from Nigeria. He testified that on October 28, 1996, he was exiting a bus near 78th Street and Loomis Street in Chicago, when he was attacked and stabbed in the left chest by an unknown assailant wearing a hood or mask. Claimant fell to the ground after being stabbed and stated that he was unable to remember much about his attacker or the ensuing chain of events. Claimant knew of no reason for the attack and saw only the person who stabbed him who wore a mask or hood of dark fabric over his face.

Claimant somehow made his way to the nearest public place, a laundromat, in hopes of obtaining help. The police report indicates that a person at the laundromat waved down passing police officers who then summoned an ambulance and Claimant was transported to Christ Hospital for medical treatment. He stated he was bleeding profusely from a deep wound which was only 1/2 inch from his heart when the police arrived at the laundromat. (He was advised of the wound proximity while in the hospital.) He stated he was in a state of shock and unable to give the police much information at the scene. Claimant stated he was unable to speak as he could not breathe and that he was not fluent in the English language at the time.

The police report indicates that Claimant was questioned again at the hospital, apparently in the emergency room. Claimant stated he was still quite disoriented at that time and unable to provide further information about the attack. The police report also indicates that the reporting officers were advised that Claimant's condition was serious by a Dr. Fitzsimmons.

The only evidence of record which is inconsistent (by lack of explanation) is an entry on the police report that

Claimant was "able to walk and move freely without assistance at the scene and at at the hospital." The State presented no witnesses at hearing and no affidavits to support said notation. Claimant was advised to contact the police if he could provide further information at a later time. Claimant stated he had no further observations or recollections of the attack and thus did not contact the police again. No police officers contacted Claimant after the date of the attack.

Claimant introduced a bill for medical expenses at Christ Hospital in the amount of $4,430.95. He testified that no payment has been made and that he had no medical insurance or other source of benefit. The bill was introduced without objection.

Based upon the evidence of record and the Commissioner's recommendation, we hereby find that Claimant complied with section 6.1 of the Act and assisted law enforcement officers to the best of his ability under the circumstances.

It is hereby ordered that Claimant is granted an award in the sum of $4,430.95 for medical expenses arising from the criminal assault of October 28, 1996.

(No. 97-CV-2285—Claim denied.)

In re Application of Carol McLuckie

Order filed April 24, 1997.

Opinion filed September 2, 1999.

Carol McLuckie, *pro se*.

Jim E. Ryan, Attorney General (Donald C. McLaughlin, Jr., Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*limitations—actions for childhood sexual abuse.* Section 6.1 of the Crime Victims Compensation Act requires that claims be filed within one year of the date of the occurrence of the crime, but under section 13—202.2 of the Code of Civil Procedure, the limitations period for an action for childhood sexual abuse begins to run only when the person discovers, or reasonably should have discovered, that she was the victim of childhood sexual abuse and, while repressed memory may toll the statute where the victim is suffering from a recognized and accepted condition or disability which prevents knowledge of the abuse, mere forgetfulness is insufficient to extend the limitations period.

SAME—*woman's claim alleging childhood sexual abuse denied as untimely*. A woman's claim for benefits filed more than 23 years after she was allegedly sexually abused by her brother was denied as being untimely filed since, although the woman attempted to rely on the psychological condition of repressed memory in order to toll the statute of limitations, she failed to present any witnesses or other evidence of her repressed memory at hearing, but instead merely stated that she had forgotten the instances of sexual abuse.

ORDER

SOMMER, J.

This cause is before the Court on Claimant's petition and application for benefits. Claimant filed her application on February 14, 1997, which states that Claimant was the victim of a violent crime that occurred between 1968 and 1973.

Section 6.1 of the Crime Victims Compensation Act (740 ILCS 45/6.1) requires that claims be filed with the Court within one year of the date of the occurrence of the crime. The Court may extend that period by one year. These limitations periods are, however, jurisdictional. (705 ILCS 505/22(h).) In the present case, Claimant's application was filed over 23 years after the date of the crime. The Court sympathizes with Claimant's plight but is constrained by statute from making an award.

It is hereby ordered that Claimant's petition and application for benefits is denied and this cause is dismissed with prejudice.

OPINION

JANN, J.

This cause arises out of an incident of childhood sexual abuse. The Claimant alleges that she was sexually abused as a child by her brother for many years. The Claimant's brother passed away several years ago. Claimant never brought charges against her brother because she had allegedly repressed any memory of the abuse due to post traumatic stress syndrome.

Claimant filed her application on February 14, 1997, and she states that she was the victim of a violent crime which occurred between 1968 and 1973.

The issue in this case is whether the Claimant meets a required condition precedent of the Crime Victims Compensation Act, specifically section 6.1 (740 ILCS 45/6.1.) Section 6.1 of the Act requires that claims be filed within one year of the date of the occurrence of the crime. In this case, the Claimant's application was filed over 23 years after the date of the crime, and, thus, her original claim was denied and dismissed by the Court.

Section 13—202.2(b) and (c) of the Code of Civil Procedure (735 ILCS 5/13—202.2(b), (c)) provides:

> "(b) an action for damages for personal injury based on childhood sexual abuse must be commenced within 2 years of the date the person abused discovers or through the use of reasonable diligence should discover that the act of childhood sexual abuse occurred and that the injury was caused by the childhood sexual abuse.
>
> (c) If the injury is caused by 2 or more acts of childhood sexual abuse that are part of a continuing series of acts of childhood sexual abuse by the same abuser, then the discovery period under subsection (b) shall be computed from the date the person abused discovers or through the use of reasonable diligence should discover (i) that the last act of childhood sexual abuse in the continuing series occurred and (ii) that the injury was caused by any act of childhood sexual abuse in the continuing series." 735 ILCS 5/13—202.2(b)(c).

At the hearing, Claimant entered into evidence an exhaustive document which states what Illinois and other

courts have held as to the issue of repressed memory in terms of their statute of limitations. Claimant entered the Illinois Courts' most recent case involving the Illinois Statute of Limitations for Childhood Sexual Abuse, *Clay v. Kuhl* (2d Dist. App. Ct., 1998), 297 Ill. App. 3d 15.

In *Clay v. Kuhl*, the Illinois Appellate Court states that the plain language of the statute mandates that the limitations period for an action for childhood sexual abuse begins to run only when the person discovers, or should have reasonably discovered, that she was the victim of childhood sexual abuse. The Court also recognized that a plaintiff in a childhood sexual abuse case may subsequently suffer from repressed memory, a condition or disability that renders her unable to recognize that the event occurred or that she suffered a resulting injury. Without specifically considering whether repressed memory represents a valid claim, the Court stated that it is compelled to agree with other courts that recognize it, "in instances where the plaintiff is suffering from a recognized and accepted condition or disability which prevents knowledge of the sexual abuse, section 13—202.2 of the Code may apply to toll the applicable limitations period." *Clay v. Kuhl* (1998), 297 Ill. App. 3d at 15.

The Court stated that the second requirement is whether the plaintiff's actions are timely filed. The Court noted that section 13—202.2(d) of the Code of Civil Procedure is a codification of the judicially created "discovery rule." The discovery rule as developed by common law requires both knowledge of the injury and its wrongful cause before the statute of limitations begins to run. In *Clay*, the Court noted that the plaintiff did not file her complaint within two years of reaching age 18. The plaintiff was 28 years old at the time she filed her complaint, and alleged that she "had no memory of the molestation at any time

during her majority until February of 1995." The Court found that her allegation was ambiguous and insufficient to toll the statute of limitations under section 13—202.2 and noted that, where the discovery rule has applied, the plaintiff had provided a well articulated explanation of why it was impossible to discover her injury sooner. The Court concluded that "as a matter of law mere forgetfulness cannot constitute a sufficient ground to toll the statute. To hold otherwise would defeat the purpose of the statute which is to require prosecution of a right of action within a reasonable time to prevent the loss or impairment of available evidence and to discourage delay in the bringing of claims." The Court argued that if the plaintiff intends to rely on the psychological condition of "repressed memory" in order to toll the statute of limitations, then the plaintiff is obligated to plead the condition with sufficient specificity to advise the defendant of the alleged basis on which section 13—202.2 applies.

As in *Clay v. Kuhl*, Claimant here has failed to plead her cause of repressed memory with sufficient specificity. Claimant, similar to the plaintiff in *Clay*, merely stated that she had forgotten the instances. Claimant did not present any witnesses or other evidence of her repressed memory at her hearing. Although Claimant submitted numerous bills from social workers and psychotherapists for counseling and treatment, none of her doctors or counselors testified or submitted affidavits on her behalf.

This case was an extremely difficult one because the Claimant appeared to be credible and well versed in this area of law of repressed memory. Nevertheless, she failed to present any witnesses and/or documentation that stated that her condition was linked to her alleged childhood sexual abuse. Moreover, unlike the case of *Clay v. Kuhl* which was a civil action for damages where

the defendant was given the opportunity to reject plaintiff's allegations, in this case, the Court would have to accept all of Claimant's allegations without sufficient specificity to advise the Respondent of the alleged basis by which section 13—202.2 applies.

We must affirm our previous denial of this claim. This cause is hereby dismissed.

(No. 97-CV-3327—Claimant awarded $3,000.)

In re APPLICATION OF BARBARA FREEMAN

Opinion filed March 3, 2000.

Opinion filed May 10, 2000.

BARBARA FREEMAN, *pro se*.

JIM E. RYAN, Attorney General (KIMBERLY M. PATE, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*denial of benefits based on victim's contributory acts reversed—funeral expenses allowed.* The Court of Claims reversed a prior order finding that the mother of a murder victim was not entitled to compensation because her son engaged in contributory misconduct leading to his death which occurred when someone randomly fired into a crowd outside a bar, since there was no evidence that the victim was a gang member, that he had engaged in a verbal altercation between rival gang factions or had otherwise provoked the shooting, and accordingly, his mother's request for funeral expenses was granted.

OPINION

MITCHELL, J.

This cause is before the Court following a hearing. This Court denied Claimant's application for benefits under the Crime Victims Compensation Act (740 ILCS 45/1 *et seq.*) on August 22, 1997, on the basis that the victim's injuries were substantially attributable to, or provoked by,

the victim's own wrongful actions as proscribed by section 6.1(d) of the Crime Victims Compensation Act. 740 ILCS 45/6.1(d).

Claimant filed a timely request for a hearing. A hearing was held before this Court on December 15, 1999.

At the hearing, the Claimant testified that her son was not involved in any type of gang activity. No one has been arrested for his murder. The Claimant believes that the victim was simply in the wrong place at the wrong time.

The office of the Attorney General introduced the police reports into evidence. The reports contain a statement from a witness to the shooting. This person stated that at 2:00 a.m., when the E. T. Lounge closed, everyone inside the bar went outside. Two factions of the Gangster Disciple street gang became engaged in a verbal altercation. Gunfire erupted and the victim was shot and killed. Approximately 50 people were present. The only evidence that the victim was a member of a street gang is the blanket statement in the police report that: "As of this report it appears all parties involved are Gangster Disciples."

The Court must decide this matter based solely on the evidence contained in the record. The evidence in this matter is that two rival factions of the Gangster Disciples street gang were taunting each other. Someone then fired randomly into the crowd killing the victim.

There has been no evidence introduced that the victim was a member of the Gangster Disciples. The police reports do not contain any statement that the victim was a gang member. Nor has any other evidence been presented to the Court. There has been no evidence introduced that the victim did anything to cause or provoke

the shooting. There is no evidence that the victim was involved in the verbal altercation.

It is hereby ordered that the August 22, 1997, order of this Court denying Claimant's application for benefits under the Crime Victims Compensation Act is reversed. This claim is referred to the Office of the Attorney General for calculation of an award and for preparation of an amended investigatory report within sixty (60) days of entry of this opinion.

OPINION

PER CURIAM.

This claim arises out of an incident that occurred on March 27, 1997. Barbara Freeman, mother of the deceased victim, Tomas Keith Hughes, sought compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1, *et seq*. (1996).

The Claimant was denied compensation by order of the Court on August 22, 1997. This claim is now before the Court pursuant to a request by the Claimant to reconsider her claim for compensation funeral and burial expenses.

This Court has carefully reviewed its prior order in this cause, the Claimant's request to reconsider her claim for compensation and a supplemental investigatory report by the Attorney General's office. Based on all of the above, the Court finds:

1. That on August 22, 1997, the Court of Claims entered an order denying the Claimant compensation for funeral/burial expenses because the victim had engaged in contributory misconduct by inciting an altercation with rival street gang members.

2. That on September 18, 1997, the Claimant requested the Court to reconsider her claim for compensation. The Court granted the Claimant's request and assigned the claim to Commissioner Blanche Hill-Fawell on September 13, 1999.

3. That following a hearing conducted by Commissioner Blanche Hill Fawell, the Court entered an order on March 3, 2000, in which it ruled that the victim did not engage in contributory misconduct. The Court determined that there was no evidence that the victim was a street gang member, nor was there any evidence contained in the police report that the victim was involved in any kind of verbal altercation with rival street gang members prior to the incident. Further, the Court concluded that there is no evidence that the victim did anything to cause or provoke the shooting incident. The Court vacated its original order and referred the claim to the Attorney General's office for calculation of the award.

4. That the Claimant incurred funeral and burial expenses in the amount of $5,642, all of which have been paid. Pursuant to section 2(h) of the Crime Victims Compensation Act, funeral and burial expenses are compensable to a maximum amount of $3,000.

5. That the Claimant has received no reimbursements that can be counted as an applicable deduction under section 10.1(e) of the Crime Victims Compensation Act.

6. That the Claimant has complied with all pertinent provisions of the Act and is entitled to compensation thereunder.

It is hereby ordered that the sum of $3,000 (Three Thousand Dollars) be and is hereby awarded to Barbara Freeman, mother of Tomas Keith Hughes, an innocent victim of a violent crime.

(No. 98-CV-2872—Claim denied.)

In re APPLICATION OF RALPH WHITED

Order filed February 9, 1999.

Opinion filed March 3, 2000.

RALPH WHITED, pro se.

JIM E. RYAN, Attorney General (DONALD C. MCLAUGHLIN, JR. and KIMBERLY M. PATE, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*notice requirement.* According to section 6.1(b) of the Crime Victims Compensation Act, a person is entitled to compensation under the Act if the appropriate law enforcement officials were notified of the perpetration of the crime allegedly causing the death or injury to the victim within 72 hours, or in the event such notification was made more than 72 hours after the perpetration of the crime, the applicant establishes that such notice was timely under the circumstances.

SAME—*jail inmate gave timely notice to officials following assault—no proof of compensable loss—claim denied.* In a jail inmate's claim seeking compensation for injuries he suffered in an attack by another inmate, although the victim established that he gave timely notification to the appropriate officials following the incident, he did not sustain his burden of proof regarding the amount of compensation allegedly due, since his medical bills were, by law, the responsibility of the jail, the Crime Victims Compensation Act does not allow benefits for pain and suffering, and the relationship of the other claimed items of compensable loss to the incident in question was speculative.

ORDER

PER CURIAM.

This claim arises out of an incident that allegedly occurred on June 29, 1996. The Claimant, Ralph Whited, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1 *et seq*. (1996).

This Court has carefully considered the application for benefits submitted on May 21, 1998, on the form prescribed by the Attorney General and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon

these documents and other evidence submitted to the Court, the Court finds:

1. That on June 29, 1996, the Claimant alleges that he was beaten by an offender who was known to him. The alleged incident occurred at Cook County Department of Corrections, 26th and California Avenue, Division, II, Chicago, Illinois. However, the Cook County Sheriff's Police Department could not locate any record of the alleged incident.

2. That according to section 6.1(b) of the Act, a person is entitled to compensation under this Act if the appropriate law enforcement officials were notified of the perpetration of the crime allegedly causing the death or injury to the victim within 72 hours, or in the event such notification was made more than 72 hours after the perpetration of the crime, the applicant establishes that such notice was timely under the circumstances.

3. That the Claimant has failed to establish that the appropriate law enforcement officials were notified of said incident as required by section 6.1(b) of the Act. The police have no record of a police report on the above incident.

4. That the Claimant has failed to furnish proof that a crime has been committed.

5. That this claim does not meet a required condition precedent for compensation under the Act.

It is hereby ordered that this claim be and is hereby denied.

OPINION

RAUCCI, C.J.

This cause is before the Court on a recommendation from Commissioner Blanche Fawell Hill following a

hearing. This Court denied Claimant's application for benefits under the Crime Victims Compensation Act (740 ILCS 45/1 *et seq.*), on February 9, 1999, on the basis that Claimant failed to notify appropriate law enforcement officials within 72 hours of the perpetration of the crime as required by section 6.1(b) of the Crime Victims Compensation Act. 740 ILCS 45/6.1(b).

Claimant filed a timely request for a hearing. A hearing was held before the Commissioner on December 15, 1999.

At the hearing, the Claimant testified that on June 29, 1996, while he was an inmate at the Cook County Jail, he was the victim of an attack by another inmate and that he suffered extensive damage to his jaw. He testified that immediately after the incident he reported it to the guard on his tier. The guard told him, "You must have fallen out of bed."

Three days later a tier guard whom the Claimant trusted returned from vacation. The Claimant reported the incident to this guard. He was transported to Cook County Hospital where he was hospitalized for six days for treatment of a fractured jaw.

The office of the Attorney General introduced documents from the Cook County State's Attorney's Office that indicated that the Cook County Jail shows no report of the Claimant making a report of his injury.

The Court finds the Claimant's testimony that he attempted to report the incident credible. The Claimant's injuries were severe, as he was hospitalized for six days. The Claimant was incarcerated at the time of the incident. The Court finds that the Claimant did report the incident to the tier guard immediately after it happened.

However, we find that as to the amount of compensation, if any, the Claimant has failed to sustain his burden of proof.

At the time of the hearing, the Claimant presented the Commissioner with a thick folder full of various documents which he asked to be considered as evidence of loss. The Commissioner then asked the Claimant if he was only seeking reimbursement for medical bills at Cook County Hospital. Claimant replied that he was also seeking compensation for loss of earnings and the injuries that he sustained. The Commissioner properly advised the Claimant that the Crime Victims Compensation Act did not allow compensation for pain and suffering. The Claimant responded that all of his problems stem from what he felt was his wrongful incarceration and the broken jaw, including his skin ailment.

Initially, we find that the medical bills which accrued when Claimant was hospitalized are by law the responsibility of the Cook County Jail, so no money will be awarded Claimant for those items. The relationship of the other items to the incident was not proven and is found to be highly speculative. For example, his proffered psychiatric report states he said his inability to work was due to a skin condition, chronic pain from a bullet which had been in his foot since 1981, and difficulty breathing. His records also indicate he has been on SSI disability since before his incarceration. Dental records indicate pre-existing conditions. No explanation was offered or could be discerned for his provision of a residential lease.

Wherefore, it is ordered that this claim be, and it hereby is, denied.

(No. 00-CV-1205—Claim denied.)

In re APPLICATION OF TERRENCE R. TAYLOR

Order filed January 10, 2000.

Order filed March 3, 2000.

TERRENCE R. TAYLOR, *pro se.*

JIM E. RYAN, Attorney General (KIMBERLY M. PATE and DEBBIE SLADEK, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*pecuniary loss defined. P*ursuant to the Crime Victims Compensation Act, a crime victim may be compensated for his pecuniary loss which, in the case of injury, includes the purchase, lease or rental of equipment necessary to create usability of, and accessibility to, the victim's real and personal property, necessary as a result of the crime, but pecuniary loss does not include pain and suffering or property loss or damage.

SAME—*battery victim's vehicle damaged—no pecuniary loss—claim denied.* The Claimant was not entitled to reimbursement for repairs made to his automobile which was damaged when he was slammed against the car during the commission of an assault and battery against him, since car repairs do not fall within the definition of pecuniary loss under the Crime Victims Compensation Act, and are therefore not compensable expenses under the Act.

ORDER

PER CURIAM.

This claim arises out of an incident that occurred on September 22, 1999. The Claimant, Terrence R. Taylor, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. 740 ILCS 45/1 *et seq*. (1998).

This Court has carefully considered the application for benefits submitted on November 8, 1999, on the form prescribed by the Attorney General and an investigatory report of the Attorney General of Illinois, which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Attorney General's Office, the Court finds:

1. That on September 22, 1999, the Claimant, Terrence R. Taylor, age 60, was a victim of a violent crime as defined in section 2(c) of the Crime Victims Compensation Act (740 ILCS 45/2(c)) to wit: aggravated battery. See 720 ILCS 5/12—4 (1998).

2. That the crime occurred in Decatur, Illinois and all of the eligibility requirements of section 6.1 of the Crime Victims Compensation Act have been met.

3. That the Claimant seeks compensation for the cost of repairing his automobile as a result of the incident.

4. That automobile repairs are not specifically enumerated as compensable expenses under section 2(h) of the Act.

5. That pursuant to section 10.1(a) of the Act, a person may be compensated for his pecuniary loss.

6. That the Claimant has not suffered a pecuniary loss as a result of the incident at this time.

It is hereby ordered that this claim be and is hereby denied.

ORDER

RAUCCI, C.J.

This cause comes on to be heard after our denial of the claim for the reason that the Claimant was not entitled to be reimbursed for repairing his automobile, which was damaged as a result of his body being slammed against the vehicle during the commission of the crime. Claimant has asked us to reconsider the denial, and we shall do so.

Claimant maintains that section 2(h) of the Crime Victims Compensation Act provides that (and we quote from Claimant's letter of February 8, 2000):

"Para. (h) of the Act states 'Pecuniary loss means' * * * '**the purchase, lease, or rental of equipment necessary to create usability of and accessibility to the victim's real and personal property, or real and personal property**, * * *.

Para. (h) further defines real and personal property '**includes, but is not limited to, vehicles** * * *.' Vehicles are not specifically excluded, but are specifically included, in Para. (h) of the Act." Emphasis is Claimant's.

Claimant has misinterpreted paragraph (h). It reads:

"(h) 'Pecuniary loss' means, **in the case of injury**, appropriate medical expenses and hospital expenses including expenses of medical examinations, * * *; prosthetic appliances, eyeglasses, and hearing aids necessary or damaged as a result of the crime; **the purchase, lease or rental of equipment necessary to create usability of and accessibility to the victim's real and personal property, or the real and personal property which is used by the victim, necessary as a result of the crime**; * * *. **Real and personal property includes, but is not limited to, vehicles, houses, apartments, townhouses, or condominiums. Pecuniary loss does not include pain and suffering or property loss or damage.**" Emphasis ours.

In order for there to be pecuniary loss, there must be injury which requires medical treatment, or prosthetic, eye or hearing devices, or "equipment necessary to create usability of and accessibility to the victim's" property. The "equipment" is equipment such as wheelchairs, walkers, or similar devices necessary because of the victim's injuries suffered because of the crime. It does not include his damaged personal property.

Our view is reinforced by the express provision that **"(p)ecuniary loss does not include** pain and suffering or **property loss or damage."**

We are constrained to affirm our prior decision. It is therefore ordered that the claim is denied.

CRIME VICTIMS COMPENSATION ACT
OPINIONS NOT PUBLISHED IN FULL

FY 2000

88-CV-0312	Shukes, Marcus L.	$2,230.73
88-CV-0550	Gammie, Joan	6,641.00
89-CV-0931	Anast, Mary A.	2,880.89
90-CV-0253	Seyfert, Marylyn & Eugene	24,322.01
90-CV-0420	Evans, Patricia	11,215.96
90-CV-0448	Allen, Denise E.	Reconsidered Denial
90-CV-0496	Lyles, Timothy D.	Denied
90-CV-0762	Avant, Mary E	Reconsidered Denial
90-CV-1179	Esparza, Angel M	25,000.00
90-CV-1324	King, Cynthia	Reconsidered Dismissal
91-CV-0080	Perry, Pauline	2,300.00
91-CV-0296	Kolodny, Theodore	3,000.00
91-CV-0618	Linares, Jose	Reconsidered Denial
91-CV-0667	Leslie, Kenny	1,574.00
91-CV-0752	Russell, James T.	4,387.01
91-CV-0852	Turner, Dolores; Guardian of Orelia M. Turner	2,916.76
91-CV-1590	Ahad, Saeed D.	480.00
91-CV-1786	Villiger, Kenneth J.	990.00
91-CV-1968	Kroll, Carol Ann	5,920.37
91-CV-2373	Du Paty, Pamela	1,580.00
91-CV-2494	Educate, Donna	25,000.00
91-CV-2592	Neal, Russell W.	Denied
91-CV-2635	Baptista, Robert C., Jr.	11,257.50
91-CV-2636	Baptista, Robert C., Jr.	10,120.00
91-CV-2671	Salzmann, Caryn	16,674.61
91-CV-2672	Salzmann, Caryn	8,557.37
91-CV-2673	Salzmann, Caryn	12,572.00
92-CV-0047	Lichter, Marie & Lauren Marie	9,112.85
92-CV-0136	Heard, Herman	25,000.00
92-CV-0313	Enoch, Nellie	2,677.50
92-CV-0314	Enoch, Nellie	690.00
92-CV-0315	Enoch, Nellie	1,802.50
92-CV-0351	Harrison, Dennis, Jr.	13,686.48
92-CV-0611	Brown, Vivian & Jacquelyn & Brown-Powell, Louis	1,662.34

92-CV-0972	Jones, Pearlie & Mary	Dismissed
92-CV-1003	Flowers, Gwindeen	Reconsidered Denial
92-CV-1057	Ferguson, Melanie Lynette	2,200.00
92-CV-1146	Napiorski, Sigmund	Dismissed
92-CV-1335	Lerner, Sally E.	22,244.63
92-CV-1631	Nelson, Raymond J.	10,235.94
92-CV-1676	Votava, Beverly R. & Lori A.	4,891.28
92-CV-1796	Shack, Jane & Horton, Jennifer	3,000.00
92-CV-1841	Patti, Virginia	2,471.69
92-CV-1877	Patti, John D.	6,660.15
92-CV-2052	Purnell, Mario C. & Allean	3,448.95
92-CV-2424	Page, Carol	Denied
92-CV-2472	Rizzio, Diane M.	2,140.00
92-CV-2489	Cosey, Johnnie & O'Neal, Frankie	3,000.00
92-CV-2599	Smith, Hester	3,000.00
93-CV-0107	Hollimon, Geoffrey E.	90.90
93-CV-0183	Dampier, Fred	6,993.10
93-CV-0869	Nowakowski, Marilyn	254.00
93-CV-1130	Green, Frankie L.	Denied
93-CV-1206	Kreatsoulas, Maria	Reconsidered Denial
93-CV-1605	Barrow, Pamela	Reconsidered Denial
93-CV-1698	Ewing, Margaret	2,086.65
93-CV-1740	Davidson, Barbara H.	5,373.25
93-CV-1779	Golliher, John Leslie	7,607.20
93-CV-1803	Cayot, Ronald Eugene	14,874.90
93-CV-2032	Jones, Roy R.	10,607.71
93-CV-2036	Moreno, Marcelo	25,000.00
93-CV-2040	Robles, Jose	3,144.36
93-CV-2525	Smith, Barbara	2,269.95
93-CV-2589	Sanders, Tanya M.	Denied
93-CV-2622	Olmstead, Dean J.	Reconsidered Dismissal
93-CV-2642	Hill, Ernestine	Reconsidered Denial
93-CV-3090	Correa, Earl	3,398.41
93-CV-3148	Akrabawi, Muhammed	12,834.69
93-CV-3167	Johnson, Mary	Denied
93-CV-3168	Pagan, Wanda M. & Nowlin, Charles	25,000.00
93-CV-3204	Stewart, James Randell	Reconsidered Dismissal
93-CV-3291	Lenarczak, Cynthia Diane	Reconsidered Denial
93-CV-3293	Lopez, Gail Ann	2,857.09
93-CV-3315	McDade, Mary	Reconsidered Denial
93-CV-3421	Milovanovic, Slavko	14,399.77

93-CV-3432	Weber, Theresa Lewis	540.00
93-CV-3433	Weber, Theresa Lewis	560.00
94-CV-0117	Chiczewski, Joseph	9,865.74
94-CV-0153	Grey, Gerard, Sr. & Margaret N. & Woods, Mozette M.	8,400.00
94-CV-0186	Lacinak, Timothy W.	14,709.21
94-CV-0197	Lloyd, Vonda M. & Arrington, Varry & Marshall, Tracy N.	Reconsidered Denial
94-CV-0241	Wilson, Elizabeth	Reconsidered Denial
94-CV-0316	Baskin, Barbara J.	2,878.38
94-CV-0371	Johnson, Doretha	Reconsidered Denial
94-CV-0417	Moreno, Robyn Castrejon	3,000.00
94-CV-0550	Hart, Jason William	4,258.98
94-CV-0704	McClarty, Bryant O'Neal & Gwendolyn	2,047.50
94-CV-0759	Garrett, Enos	Reconsidered Denial
94-CV-0956	Shapkarov, Mara	3,011.31
94-CV-0984	Polk, Ruth	2,762.00
94-CV-0995	Kasten, Walter H.	13,721.07
94-CV-1153	Hull, Ronald	2,488.20
94-CV-1253	Hawkins, Terrell	2,974.94
94-CV-1272	Gomez, Maria Regina	Reconsidered Dismissal
94-CV-1360	Matthews, Chris	Reconsidered Denial
94-CV-1400	Barlow, Lavern	21,656.40
94-CV-1414	Crossland, Deandre	20,315.48
94-CV-1479	Grey, Carl	19,927.80
94-CV-1615	Hendrix, Joyce	2,392.72
94-CV-1638	Jaagund, Rein	Reconsidered Denial
94-CV-1693	Valle, Maclovia	13,555.27
94-CV-1711	Young, Nancy L.	Reconsidered Denial
94-CV-1759	Wolnik, Sharon	Reconsidered Denial
94-CV-1939	Brown, Preston	Reconsidered Dismissal
94-CV-1943	Deberry, Patricia & Black, Pearlie & Williams, Christopher	25,000.00
94-CV-1959	Pecarsky, Gabrielle	1,936.70
94-CV-2043	Donnell, Juanita	3,000.00
94-CV-2056	Edwards, April D.	3,642.75
94-CV-2091	Lewis, Robert C.	2,081.70
94-CV-2150	Haynes, Allen R. & Alice	Reconsidered Denial
94-CV-2247	Hampton, Laura Marie	Reconsidered Denial
94-CV-2341	Hansen, Marvin R.	55.00
94-CV-2356	Thompson, Alice & Johnny	25,000.00

94-CV-2362	Isaac, James E., Sr.	3,787.65
94-CV-2509	Williams, Franzetta & Hunt, Gwendolyn K.	2,186.88
94-CV-2603	Holmes, McKinley	6,542.13
94-CV-2764	Moses, Dennis L.	318.00
94-CV-2811	Murray, James Patrick	Reconsidered Dismissal
94-CV-2833	Marsh, Vickie	2,875.00
94-CV-2925	Coleman, Telsa	Reconsidered Denial
94-CV-3015	Watts, Erik	Reconsidered Dismissal
94-CV-3182	Thompson, Rachel (Miller)	2,319.20
94-CV-3183	Allen, Robert	Reconsidered Dismissal
94-CV-3231	Jackson, Durlynne B.	Reconsidered Denial
94-CV-3283	Talley, Sarah & Dent, Elizabeth Ann	3,000.00
94-CV-3317	Hall, Cleotha	25,000.00
94-CV-3389	Charles, Robert B., Jr.	Reconsidered Denial
94-CV-3403	Brent, Margaret M.	22,393.30
94-CV-3428	Fleming, Tasha Ann	25,000.00
94-CV-3492	Barborka, Sylvia	Reconsidered Denial
94-CV-3580	Garcia, Patricio	4,466.77
94-CV-3591	Williams, Eddie L., Jr.	25,000.00
95-CV-0007	King, Willie J., Sr.	2,123.00
95-CV-0058	Smith, Sandra Ellen & Adamovitz, Joseph & Blair, Tonya	3,000.00
95-CV-0080	Bashford-Lewis, Desiree L.	Reconsidered Denial
95-CV-0085	McKeever, Richard L., Sr. & Pearlie	3,000.00
95-CV-0210	Holland, Marilyn S.	2,268.00
95-CV-0400	Rygiel, Piotr	623.17
95-CV-0428	Jackson, Merrick	12,008.09
95-CV-0429	Kampstra, John	4,223.58
95-CV-0438	Mosley, Michael	8,370.90
95-CV-0450	Stith, Garnetta	4,286.90
95-CV-0505	Clark, Dorothy & Clark-Gooden, Joanna L.	Reconsidered Dismissal
95-CV-0507	Durueke, Benjamin C.	489.11
95-CV-0547	Brown, Romonia	Reconsidered Denial
95-CV-0558	Collins, Alsusia	Reconsidered Dismissal
95-CV-0746	Richardson, Derrick	591.00
95-CV-0814	Sperandeo, Garris	6,247.48
95-CV-0967	Russell, Adrienne & Smith, Krystal	25,000.00
95-CV-0994	Smith, Glenora	Reconsidered Dismissal
95-CV-1066	Garrett, Vanessa	Reconsidered Denial
95-CV-1130	Hamilton, Shirley	Reconsidered Dismissal

95-CV-1149	Turner, Steve	7,700.95
95-CV-1155	Carnes, George E., Jr.	Reconsidered Denial
95-CV-1177	Franklin, Betty	7,496.09
95-CV-1186	Snider, Randal J.	Reconsidered Denial
95-CV-1259	Lucious, Cynthia	Reconsidered Dismissal
95-CV-1288	Born, Trina B.	Reconsidered Denial
95-CV-1292	Garcia, Armando	25,000.00
95-CV-1296	Hines, Lois J.	Reconsidered Dismissal
95-CV-1303	Robb, Mildred	Reconsidered Denial
95-CV-1381	Frazier, Dorothy	3,000.00
95-CV-1393	Ruiz, Luis M.	Reconsidered Dismissal
95-CV-1427	Montalvo, Sylvia	Reconsidered Denial
95-CV-1430	Schraw, Lynn	Reconsidered Denial
95-CV-1434	Bonilla, Maria	1,909.00
95-CV-1479	Edmonds, David Keith	1,186.44
95-CV-1517	Cafagna, Frank	Reconsidered Dismissal
95-CV-1560	Mabry, Terry	3,328.85
95-CV-1582	Rogers, Lashawn	684.00
95-CV-1635	Hurt, Edward	1,807.85
95-CV-1644	Singleton, Freddie	13,963.54
95-CV-1772	Thomas, Maria	Reconsidered Dismissal
95-CV-1804	Woodard, Patrisha A.	Dismissed
95-CV-1926	Strode, Evelyn	Reconsidered Dismissal
95-CV-1931	Brooks, Arthur	Reconsidered Denial
95-CV-2009	Donner, Andre Jeron	Reconsidered Denial
95-CV-2013	Landrum, Kelley	Reconsidered Dismissal
95-CV-2040	Lozano-Solorzano, Rafael	Dismissed
95-CV-2045	Serrano, Miguel A.	25,000.00
95-CV-2076	Tydus, Chris	Reconsidered Denial
95-CV-2085	Darski, Leszek	963.75
95-CV-2130	Brown, Daryl	Reconsidered Dismissal
95-CV-2156	Zonca, Margaret & Sausman, Joe M.	25,000.00
95-CV-2172	Ceja, Juan	18,248.00
95-CV-2178	Okimura, Roger A.	249.39
95-CV-2189	Koehn, Renate & Robertson, William R., Sr.	Dismissed
95-CV-2191	Stokes, Evelyn	Denied
95-CV-2198	Burt, Burma	Reconsidered Denial
95-CV-2246	Perkins, Donna	Reconsidered Dismissal
95-CV-2249	Boguslaw, Sala	1,679.25
95-CV-2281	Armstrong, Michael	2,611.69
95-CV-2331	Mukes, Lamont	Reconsidered Denial

95-CV-2345	Guerrero, Irma	Reconsidered Denial
95-CV-2359	Valadez, George	Reconsidered Denial
95-CV-2433	Johnson, Joe W.	16,053.98
95-CV-2527	Eike, Beverly	Reconsidered Dismissal
95-CV-2556	Calderon, Mariano	Reconsidered Denial
95-CV-2576	Jackson, Brenda	Reconsidered Dismissal
95-CV-2586	James, Adrienne B.	Denied
95-CV-2615	Cahan, Craig S.	2,382.00
95-CV-2631	Logsdon, Steven Paul	Reconsidered Denial
95-CV-2659	Gruczelak, George S.	1,797.61
95-CV-2666	Phelps, Allen L.	Reconsidered Denial
95-CV-2673	Jones, Vertise M.	4,909.72
95-CV-2717	Garcia, Armando	6,102.50
95-CV-2760	McKinstry, Sandra	Reconsidered Denial
95-CV-2834	Ojo, Juanita	Reconsidered Dismissal
95-CV-2846	Smith, Lester	Reconsidered Denial
95-CV-3086	Little, Wayne	Reconsidered Denial
95-CV-3094	Tucker, Della Mae	Denied
95-CV-3102	Brown, Edwin Montell	Reconsidered Denial
95-CV-3103	Brown, Edwin Montell	Reconsidered Dismissal
95-CV-3112	Tucker, Della	547.00
95-CV-3135	Roberts, Jimmie	Reconsidered Denial
95-CV-3158	Bradley, Donna L.	Reconsidered Denial
95-CV-3163	Fields, Dathan	Reconsidered Dismissal
95-CV-3222	Dalziel, Karen K. & Millam, Bonnie	25,000.00
95-CV-3233	Spencer, Tameka	2,912.01
95-CV-3241	Cline, Samuel	6,270.95
95-CV-3261	Johnson, Tyra Denise	6,185.27
95-CV-3276	Davis, Albert	481.22
95-CV-3299	Vera, Adriana	646.20
95-CV-3305	Griffin, Jean	25,000.00
95-CV-3336	McWoodson, Darrell	Reconsidered Denial
95-CV-3366	Maldonado, Jesus	3,331.97
95-CV-3422	Hill, Elizabeth	Reconsidered Denial
95-CV-3435	Saraceno, Natale	19,501.80
95-CV-3493	Danielson, Frederick L.	Reconsidered Denial
95-CV-3557	Lee, Verna R. & Larry D.	1,319.08
95-CV-3584	Garcia, Paulina	1,200.00
95-CV-3585	Garcia, Paulina	2,020.00
95-CV-3586	Garcia, Paulina	1,840.00
95-CV-3627	Brown, Brenda	108.30

95-CV-3707	Campbell, Mary Jane	Denied
95-CV-3784	Schlumpf, Yvette E.	Reconsidered Dismissal
96-CV-0041	Hampton, Leron T.	533.67
96-CV-0057	Burrage, Daniel	Reconsidered Denial
96-CV-0159	Watson, Rose	Reconsidered Denial
96-CV-0229	Holden, William, Jr.	Reconsidered Denial
96-CV-0327	Harrold, Talisha	822.00
96-CV-0335	Davies, Ina	Reconsidered Denial
96-CV-0375	Strawder, Michael A.	10,703.30
96-CV-0378	Al-Surakhi, Adam	Reconsidered Dismissal
96-CV-0382	Polkowski, Eugene	Reconsidered Denial
96-CV-0384	Stinson, Jacqueline	350.76
96-CV-0453	Hunt, Shirley A.	3,000.00
96-CV-0479	Greenleaf, Vernadette	25,000.00
96-CV-0491	Ebeling, John M., Jr.	Reconsidered Denial
96-CV-0497	Hand, Patricia	2,894.69
96-CV-0506	Sherman, Robert	25,000.00
96-CV-0583	Kawczynski, David	1,096.80
96-CV-0629	Reeves, Gregory	Reconsidered Denial
96-CV-0637	Burkhalter, Nick T.	Reconsidered Denial
96-CV-0704	Calderon, Juvenal, Sr.	13,906.21
96-CV-0732	Granberry, Gregory	10,682.85
96-CV-0738	Porter, Deborah D.	288.98
96-CV-0786	Jackson, Valerie	2,125.78
96-CV-0798	Toppel, Donald H., Jr.	70.17
96-CV-0827	Turnquist, Donnett	8,964.00
96-CV-0859	Wallace, Andre	Reconsidered Denial
96-CV-0893	Ross, David	986.41
96-CV-0907	Fugate, Andrea	Reconsidered Denial
96-CV-0945	Koutsis, Georgios A.	Reconsidered Denial
96-CV-0951	Nelson, Mattie R.	Reconsidered Denial
96-CV-0955	Smith, Danny D.	19,071.79
96-CV-0968	Johnson, Ronald L.	Reconsidered Denial
96-CV-0988	Harris, George L., III	25,000.00
96-CV-1009	Ewing, Charay M.	Reconsidered Dismissal
96-CV-1020	Jones, Veronica	Reconsidered Denial
96-CV-1105	Gust, Mark	17,243.02
96-CV-1159	Long, Deborah	Reconsidered Denial
96-CV-1197	Borgerson, Robert F.	8,502.54
96-CV-1240	Nelson, Kalvin	Reconsidered Dismissal
96-CV-1376	Winston, Keith	2,109.35

96-CV-1385	Good, Jill	104.00
96-CV-1426	Burmov, Lucille	Reconsidered Dismissal
96-CV-1459	Johnson, Zachary	1,841.50
96-CV-1539	Mickle, Kartarie	Reconsidered Denial
96-CV-1576	Contino, Laura A.	Reconsidered Denial
96-CV-1649	Valdez, Martha	Reconsidered Denial
96-CV-1668	Richardson, Christine	588.55
96-CV-1730	Cline, Alvin	727.20
96-CV-1779	Moss, David	Reconsidered Denial
96-CV-1781	Owens, Jeanice L.	1,396.44
96-CV-1782	Owens, Gilbert	650.46
96-CV-1818	Banks, Carol	15,395.48
96-CV-1852	Curry, Debra Ann f/k/a Debra Curry Conway	Reconsidered Denial
96-CV-1854	Bowman, Derrick	2,585.81
96-CV-1936	Fitzgerald, Linda	Reconsidered Denial
96-CV-1964	Kilpatrick, Lela	Reconsidered Denial
96-CV-2057	Ellis, Emily V.	Reconsidered Denial
96-CV-2060	Johnson, Clara L.	Reconsidered Denial
96-CV-2122	Vihon, Jerry Jay	Reconsidered Dismissal
96-CV-2159	Harris, Diane & Moton, Nikia & Scruggs, Kenyatta	25,000.00
96-CV-2198	Roberson, Deborah A. f/k/a Deborah A. Mansber	10,806.40
96-CV-2218	High, Richard	4,849.18
96-CV-2240	Ahmed, Mounal	Reconsidered Dismissal
96-CV-2254	Brewer, Johnnie D.	Reconsidered Dismissal
96-CV-2259	Ervin, Brenda Lee	Reconsidered Dismissal
96-CV-2292	Samples, Eric	Reconsidered Dismissal
96-CV-2295	Bennett, Chabonnie	Reconsidered Denial
96-CV-2313	Robinson, Calliva & Freeman, Angela D.	Reconsidered Denial
96-CV-2351	Jones, Darryl D.	Reconsidered Denial
96-CV-2411	Jenkins, Gloria	Reconsidered Dismissal
96-CV-2413	Kelley-Eidson, Donna	15,029.18
96-CV-2419	Pitts, Robert	81.15
96-CV-2485	Salah, Nabeel	Reconsidered Denial
96-CV-2490	Nelson, Marcus	Reconsidered Denial
96-CV-2499	Segalla, Wendy	1,761.21
96-CV-2598	Reh, James	Reconsidered Denial
96-CV-2682	Junious, Maurice	Reconsidered Denial

96-CV-2719	Kelly, Lynn	Reconsidered Dismissal
96-CV-2807	Seddon, Maureen	3,000.00
96-CV-2816	Unger, Carolyn & Jackson, Shelon	1,766.00
96-CV-2851	Cox, Jante	3,000.00
96-CV-2893	Lara, Jose M.	25,000.00
96-CV-2955	Uruburu, Anne	1,874.43
96-CV-2990	Hernandez, Manuel F.	25,000.00
96-CV-3012	Cobb, Ashley	25,000.00
96-CV-3018	Ofori, Tony F.	Reconsidered Dismissal
96-CV-3047	Hargarten, Mark A.	3,349.29
96-CV-3106	Brown, James G.	Reconsidered Dismissal
96-CV-3107	Booker, Annie	3,000.00
96-CV-3108	Booker, Annie	3,000.00
96-CV-3116	Powers, Tonya	767.63
96-CV-3126	Harris, Paula & Davis, Diane Drew	Reconsidered Denial
96-CV-3150	Schuler, Stephen	Reconsidered Dismissal
96-CV-3216	Paris, Elizabeth M.	Reconsidered Denial
96-CV-3248	Nawrot, Zofia	1,020.65
96-CV-3283	Holmes, Lonza	Reconsidered Dismissal
96-CV-3368	Spencer, Rebbie & Canto, Nadia E.	Reconsidered Dismissal
96-CV-3385	Stidman, Bobbie J.	Reconsidered Denial
96-CV-3387	Sweeney, Roger M.	Denied
96-CV-3455	Nelson, Roger A., Jr.	11,950.00
96-CV-3457	Perez, Ada	Reconsidered Dismissal
96-CV-3509	Geiger, Christine M.	624.25
96-CV-3544	Williams, Albert A.	3,082.45
96-CV-3568	Paris, Elizabeth M.	492.00
96-CV-3583	Spencer, Monte	13,381.95
96-CV-3595	James, Judd	7,722.19
96-CV-3606	Rushing, Linda S.	2,722.00
96-CV-3626	Guerrero, Jennifer	133.00
96-CV-3629	Bridgeman, Victoria L.	4,264.73
96-CV-3637	Jones, Maurice	25,000.00
96-CV-3653	Williams, Sylvia	Reconsidered Denial
97-CV-0009	Ware, Ilean	Reconsidered Denial
97-CV-0152	Coleman, Janice	Reconsidered Dismissal
97-CV-0173	Felton, David L.	Reconsidered Denial
97-CV-0185	Benayad, Driss	22,623.15
97-CV-0196	Tracy, Brian	Reconsidered Denial

97-CV-0229	Kirby, Bertha M.	1,620.65
97-CV-0241	Graham, Janice C.	Reconsidered Dismissal
97-CV-0244	Jenkins, Cathy	3,659.80
97-CV-0247	Morrow, Patricia A.	Dismissed
97-CV-0277	Jacobs, Theresa	Reconsidered Denial
97-CV-0288	Rowe, Jennifer V.	174.25
97-CV-0314	Dover, Willie	Reconsidered Denial
97-CV-0364	Lewis, Donnella	Reconsidered Denial
97-CV-0376	Denly, Diana	Reconsidered Denial
97-CV-0435	Wills, Terrance W.	Reconsidered Dismissal
97-CV-0436	Wills, Terrance W.	Reconsidered Dismissal
97-CV-0437	Wills, Terrance W.	Reconsidered Dismissal
97-CV-0500	Williams, Delores	Reconsidered Denial
97-CV-0511	Byrd, Larry	25,000.00
97-CV-0524	McAllum, Robert	4,949.43
97-CV-0527	Turner, Maurice A., Sr.	16,863.54
97-CV-0535	Bailey, Mildred	Reconsidered Denial
97-CV-0554	Nakhleh, Tawfiq & Loay	5,368.50
97-CV-0569	Blair, Tina	Reconsidered Denial
97-CV-0611	Eggleston, Deon	1,382.17
97-CV-0625	Rayford, Timmy	1,151.00
97-CV-0631	Smith, Ruby L.	3,000.00
97-CV-0652	Dixon, Shmariah	Reconsidered Denial
97-CV-0660	Manau, Lindsay A.	20,316.96
97-CV-0661	Menotti, Stephanie	3,000.00
97-CV-0671	Gonzalez, Teresa D.	Reconsidered Denial
97-CV-0698	Childs, Joyce	Reconsidered Dismissal
97-CV-0711	Moore, George	Reconsidered Denial
97-CV-0735	Williams, Moses	Reconsidered Denial
97-CV-0754	Prado, Barbara	Reconsidered Denial
97-CV-0796	Wheeler, Jean	3,000.00
97-CV-0829	Mitchell, Bernard	4,043.44
97-CV-0878	Smith, Charles E.	Reconsidered Denial
97-CV-0884	Barrett, Joseph	790.47
97-CV-0886	Campbell, James A.	3,000.00
97-CV-0896	Jones, Canary	Reconsidered Denial
97-CV-0948	Hollins, Willie C., Jr.	4,237.59
97-CV-0958	Rogers, Robert & Chambers, Paula	25,000.00
97-CV-1012	Queen, Denise	1,862.68
97-CV-1024	Anderson, Lezza	Reconsidered Denial
97-CV-1029	Gordon, Kimberly D.	25,000.00

97-CV-1035	Ruelas, Miguel	23,237.21
97-CV-1067	Scott, Michael, Jr.	Dismissed
97-CV-1079	Marsala, Patrick J.	600.00
97-CV-1080	Amparano, Primitivo, Jr.	Reconsidered Denial
97-CV-1093	Surzynski, Cynthia	1,823.15
97-CV-1137	Gorney, Chester	245.39
97-CV-1150	Smith, Brian S.	22,575.07
97-CV-1159	Persinger, Jackie	1,118.71
97-CV-1209	Styer, Frank, III	Reconsidered Denial
97-CV-1238	Nixon, Dytanya	2,190.07
97-CV-1333	Sutton, Lisa M.	9,831.97
97-CV-1347	Holton, Rosalind M.	3,000.00
97-CV-1426	Totzell, Paul V.	1,874.83
97-CV-1434	Birmingham, Lucinda	2,720.97
97-CV-1448	Lyall, Diana L.	121.00
97-CV-1458	Yousif, Frank	590.22
97-CV-1473	Johnson, Howard, Sr. & Alice & Stewart, Augusta	2,999.94
97-CV-1482	Ragsdale, Balander & Hughes, Mamie	25,000.00
97-CV-1493	Agnew, Minnie	Reconsidered Denial
97-CV-1498	Campbell, Selelar	2,198.44
97-CV-1560	Sandifer, Lorina & Fields, Jannie L.	Reconsidered Denial
97-CV-1562	Babanin, Aleksandr	Reconsidered Dismissal
97-CV-1577	Milsap, Leon E.	361.60
97-CV-1586	Colon, Christopher	22,698.77
97-CV-1680	Taylor, Sylvester	12,474.16
97-CV-1714	Dockery, Gregory & Phillips, Donna	16,061.84
97-CV-1727	O'Sell, Esther C.	1,794.56
97-CV-1776	Evans, Ellison	Reconsidered Denial
97-CV-1793	Owens, Darren	3,514.66
97-CV-1813	Allen, Dwayne	Reconsidered Denial
97-CV-1844	Morin, Sean	Reconsidered Denial
97-CV-1847	Niegosinski, Anthony	Reconsidered Dismissal
97-CV-1861	Wynd, Theresa & Noreen M.	25,000.00
97-CV-1863	Johnson, Nancy J.	Reconsidered Dismissal
97-CV-1880	Masters, Clare	789.00
97-CV-1916	Krey, Teresa	Reconsidered Dismissal
97-CV-1917	Leon, Jose	3,000.00
97-CV-1931	Dorris, Cecelia R. & Keating, Ann C. & Abraham, Catherine	25,000.00

97-CV-1972	Kelly, Luke L.	Reconsidered Denial
97-CV-1979	Griffin, Kenneth E.	1,583.87
97-CV-2006	Blackshear, Carol	Reconsidered Denial
97-CV-2023	Bell, Lisa C.	Reconsidered Denial
97-CV-2040	Ohlemeier, Gayle	2,414.00
97-CV-2041	Ohlemeier, Gayle	1,413.00
97-CV-2042	Ohlemeier, Gayle	2,253.00
97-CV-2052	Williams, Loris	Reconsidered Dismissal
97-CV-2060	Carlson, Jeffrey	25,000.00
97-CV-2111	Archie, Susan	3,927.06
97-CV-2113	Barnes, Ora	3,000.00
97-CV-2125	Garner, Verestine	Reconsidered Denial
97-CV-2129	Harris, Samuel	Reconsidered Denial
97-CV-2150	Delgado, Andrina	14,328.40
97-CV-2152	Burnett, Katharyne	Reconsidered Dismissal
97-CV-2153	Burnett, Katharyne	Reconsidered Dismissal
97-CV-2187	Miller, Tommie	8,608.52
97-CV-2192	Bell, Elizabeth & Petty, Margaret	Reconsidered Denial
97-CV-2199	Lucas, Annolivia	Reconsidered Denial
97-CV-2220	Hyde, Patricia	Denied
97-CV-2227	Spencer, Dwayne	Reconsidered Dismissal
97-CV-2252	Whisby, Yulonda	25,000.00
97-CV-2272	Isom, Yvette & Tillman, Eric	Reconsidered Dismissal
97-CV-2314	Blalock-Davis, Jo Ann	315.00
97-CV-2339	Savage, Brian	2,123.99
97-CV-2344	Clark, Deborah A.	1,329.90
97-CV-2349	Burks, Willean	Reconsidered Dismissal
97-CV-2365	Woodson, Jessica & Cotton, Jonathan	7,867.01
97-CV-2366	Bledsoe, Stephen A.	25,000.00
97-CV-2380	McCullough, Penny	1,324.00
97-CV-2386	Reid, Janine	515.00
97-CV-2388	Swafford, Scott	Reconsidered Denial
97-CV-2404	Foster, Anthony	Reconsidered Denial
97-CV-2414	Reedy, Horace	1,307.65
97-CV-2448	Sheridan, Kevin	4,443.88
97-CV-2461	Carroll, Jeff	Reconsidered Dismissal
97-CV-2462	Carroll, Jeff	Reconsidered Dismissal
97-CV-2474	Kowalik, Stefan	Reconsidered Dismissal
97-CV-2478	Mitchell, Sarah	2,936.62
97-CV-2491	Cruz, Virginia A.	Reconsidered Denial
97-CV-2508	Johnson, Rosemarie Jenkins	25,000.00

97-CV-2528	George, Tracy	414.10
97-CV-2546	Wilke, Christopher J.	745.00
97-CV-2555	Jordan, Alberta	Reconsidered Denial
97-CV-2558	Santiago, Andres	Reconsidered Denial
97-CV-2595	Henry, Jessie	Reconsidered Denial
97-CV-2610	Jordan, Orangell	Reconsidered Dismissal
97-CV-2621	Clash, Shavon	339.02
97-CV-2637	Pedigo, Linda	894.41
97-CV-2640	Motley, Monica	371.32
97-CV-2643	Jackson, Deon	Reconsidered Denial
97-CV-2648	Cole, Danny	Reconsidered Denial
97-CV-2660	Williams, Norma	1,600.37
97-CV-2667	Eng, Michael	8,318.14
97-CV-2700	Liddell, Kim S.	2,305.89
97-CV-2701	Liddell, Kim S.	2,229.33
97-CV-2704	Montoya, Kolleen M.	5,300.00
97-CV-2737	French, Larry C.	11,205.49
97-CV-2740	Clemens, Janelle	23,231.21
97-CV-2758	Solis, Margarito	3,000.00
97-CV-2762	Curry, Lessie	2,582.52
97-CV-2811	Levingston, George W.	3,000.00
97-CV-2818	Pantazis, Chris	Dismissed
97-CV-2821	Sanders, Johnnie May	3,000.00
97-CV-2833	Curry, Charolette	Reconsidered Dismissal
97-CV-2834	Curry, Charolette	Reconsidered Denial
97-CV-2835	Curry, Charolette	Reconsidered Denial
97-CV-2843	Rios, Hector	Reconsidered Denial
97-CV-2856	Brent, Yolanda M. & Stevens, Jimmy C.	3,450.42
97-CV-2858	Cox, Charles E.	Reconsidered Denial
97-CV-2883	Barnes, Michelle	Reconsidered Dismissal
97-CV-2898	Curry, Eric	20,271.00
97-CV-2905	Caple, Maud	14,068.04
97-CV-2909	Sanford, Earline	Reconsidered Dismissal
97-CV-2920	Jimenez, Erasmo & Juana R.	3,000.00
97-CV-2931	Cristler, Ella E.	6,375.90
97-CV-2937	Golden, Aaron	2,736.24
97-CV-2938	Golden, Aaron	Reconsidered Denial
97-CV-2951	Davis, Deborah	Reconsidered Denial
97-CV-2960	Grimes, Kelly	Reconsidered Dismissal
97-CV-2961	Fritsche, Bryan D.	946.95
97-CV-2962	Jackson, Queen & Stevenson, Denise	3,000.00

97-CV-2983	Hall, Edward	Reconsidered Denial
97-CV-2986	Kolb, Hans C.	16,181.53
97-CV-2995	Wright, Richard E.	374.50
97-CV-3003	Jackson, David & Perez-Nelson, Michael Luis Papi	Reconsidered Denial
97-CV-3023	Dragovic, Hiro	3,832.80
97-CV-3029	Mondragon, Silvestre	Reconsidered Denial
97-CV-3030	Mondragon, Silvestre	Reconsidered Denial
97-CV-3044	Medina, Darlene	Reconsidered Denial
97-CV-3063	Price, Earlene	Reconsidered Denial
97-CV-3082	Jewell, Melvin M.	Reconsidered Denial
97-CV-3102	Brown, Willett	Reconsidered Denial
97-CV-3111	Lule, Jose	7,291.09
97-CV-3114	Morgan, Nena	11,495.84
97-CV-3115	Moss, Inez & Harrington, Annie Moss	Reconsidered Dismissal
97-CV-3182	Shaw, James B., Jr.	11,600.85
97-CV-3189	Davis, G. S. Phillip L., Sr.	Reconsidered Denial
97-CV-3199	Kurek, Elzbieta	12,349.78
97-CV-3203	Perkins, Robbin E.	1,688.75
97-CV-3213	Waska, Clara & Platero, Betty A.	2,097.33
97-CV-3215	Barnes, Dorothy M. & Vicky A.	1,315.31
97-CV-3222	Canty, Doris A. & Marks, Keshauna	3,000.00
97-CV-3224	Evans, Elizabeth	25,000.00
97-CV-3240	Smith, Barbara	Reconsidered Dismissal
97-CV-3294	Woods, Mary	Reconsidered Dismissal
97-CV-3378	Lee, Matina L.	Reconsidered Denial
97-CV-3380	Musilek, Eric	3,518.68
97-CV-3381	Myers, Robbin	25,000.00
97-CV-3384	Allgire, Michael, Sr.	Reconsidered Dismissal
97-CV-3391	Johnson, Nathaniel K.	Reconsidered Dismissal
97-CV-3437	Sanford, Trina	Reconsidered Denial
97-CV-3442	White, Jeffery	1,321.00
97-CV-3445	Young, Sandy	Denied
97-CV-3452	Eubanks, Gloria	Reconsidered Denial
97-CV-3470	Respass, Melody Holt	15,031.34
97-CV-3486	Armistead, Aubretta	7,044.00
97-CV-3497	Moffett, Christopher	6,586.98
98-CV-0013	Ricks, Bryan	7,629.33
98-CV-0023	Edwards, Barbara	Reconsidered Dismissal
98-CV-0043	Dunn, Ralph	935.41

98-CV-0062	Jenkins, Linda	Reconsidered Denial
98-CV-0063	Pritchett, Charles C., Sr.	1,644.20
98-CV-0065	Trenter, Gregory	4,963.06
98-CV-0073	Ford, Darryl	19,720.30
98-CV-0075	Lewis, Rodney	25,000.00
98-CV-0079	Shanon, Archietta	180.00
98-CV-0095	Costello, Kathryn	3,688.34
98-CV-0101	Ellison, Doris M.	7,171.50
98-CV-0102	Fanning, Frances A.	4,654.18
98-CV-0118	Willingham, Gene Autry	Reconsidered Denial
98-CV-0121	English, Sherry	529.25
98-CV-0140	Dennis, Elsa B.	561.40
98-CV-0156	Holloman, Kimberly	Reconsidered Denial
98-CV-0159	Flores, Tita A.	552.73
98-CV-0167	Ellison, Patrice	Reconsidered Denial
98-CV-0173	Moraga, Arcadio P., III	906.00
98-CV-0177	Maupins, Cherrie Steele	3,000.00
98-CV-0180	Xiong, Elizabeth	9,701.09
98-CV-0183	Calderon, Clara A.	1,626.50
98-CV-0209	Hajnosz, Wanda	6,468.65
98-CV-0213	Washington, Kwan	Reconsidered Denial
98-CV-0233	Powe, Aonzo	3,276.90
98-CV-0250	Walker, Sherry Lynn	2,720.00
98-CV-0271	Shine, Danette & Damont	1,978.92
98-CV-0276	Carter, Tasha	Reconsidered Dismissal
98-CV-0291	Jaramillo, Macario	17,618.77
98-CV-0293	McClenthen, Cynthia A.	4,415.36
98-CV-0307	Massey, Carlos	16,986.98
98-CV-0311	Rogers, Dwain	6,360.93
98-CV-0315	Vacker, Eileen A.	1,922.60
98-CV-0333	Cook, Lawrence L.	13,099.15
98-CV-0360	Booker, Yvonne M. & Dorothy A.	2,766.00
98-CV-0371	Martinez, Isabel	3,000.00
98-CV-0372	Morgan, Rahsaan	2,370.77
98-CV-0375	Perkins, Ladon	6,622.52
98-CV-0393	Blackmon, Edward	3,152.00
98-CV-0396	Davis, Glenda	Reconsidered Denial
98-CV-0401	King, William L.	25,000.00
98-CV-0403	Norris, Miriam Helen	4,413.50
98-CV-0423	Orr, Peggy	3,084.80
98-CV-0455	Craig, Bonnie A. Becknell	3,000.00

98-CV-0459	Frey, Edward W., IV	15,582.98
98-CV-0483	Guerra, Gumercinda	25,000.00
98-CV-0487	Taylor, Dessie	Reconsidered Denial
98-CV-0490	Mata, Otto R.	25,000.00
98-CV-0501	Rabenda, Steven M., Sr.	25,000.00
98-CV-0503	Salgado, Mario, Jr.	1,012.27
98-CV-0505	Wayland, Robert E.	Reconsidered Denial
98-CV-0517	Lopez, Raul	Denied
98-CV-0519	Moreno, Cesar	21,306.35
98-CV-0543	Lockridge, Jermaine	4,171.93
98-CV-0575	Woods, Andre P.	21,493.63
98-CV-0611	Calvert, Sarah L.	27.00
98-CV-0613	Downey, Cheri	164.65
98-CV-0618	Johnson, Ida M.	25,000.00
98-CV-0639	Lechuga, Javier	13,619.93
98-CV-0661	Gallegos, Jose	25,000.00
98-CV-0670	McNeal, Hilda	2,929.84
98-CV-0688	Ward, Andrew	Reconsidered Dismissal
98-CV-0697	Boyer, Linda	2,967.50
98-CV-0712	Hardy-Jenkins, Barbara	Denied
98-CV-0723	Henley, Secnethia	8,568.00
98-CV-0733	Tolden, Maurice, Jr.	3,000.00
98-CV-0737	Lucotti, Julio, Jr.	2,151.17
98-CV-0738	Leal Rico, Maria	Reconsidered Dismissal
98-CV-0743	Corrington, Lesa A.	Reconsidered Dismissal
98-CV-0755	Vanden Bosch, August	25,000.00
98-CV-0772	Rush, Tawanda	2,620.00
98-CV-0827	Hibbler, Angela	13,574.05
98-CV-0837	Ramos, Bernadette	3,000.00
98-CV-0853	Nebelsick, Richard L.	9,098.10
98-CV-0856	Sanchez, Lionel	8,780.62
98-CV-0871	Johnson, Gralin	12,397.35
98-CV-0877	Reininger, Steve	Reconsidered Denial
98-CV-0888	Lewis, Christopher T.	4,884.31
98-CV-0889	Mack, Harry W., Jr.	Reconsidered Dismissal
98-CV-0899	Rothfuss, Dietolf	16,579.70
98-CV-0900	Shelton, Earl	25,000.00
98-CV-0923	McCray, Allen	25,000.00
98-CV-0925	Schenk, Jason	Reconsidered Denial
98-CV-0939	Roman, Rafael	9,699.45
98-CV-0953	Rivera, Johnny	448.30

98-CV-0970	Lee, Nita F. G.	Denied
98-CV-0971	Maka, Joseph	809.00
98-CV-0981	Hoeflinger, Jay P.	408.67
98-CV-0990	Chatman, Sarah	Reconsidered Dismissal
98-CV-0993	Espinoza, Mario	13,058.40
98-CV-0996	Fowler, Damien	2,406.43
98-CV-1007	Coleman, Bernadine Bradford	623.52
98-CV-1015	Kyles, Valerie & Douglas, Aileen	12,850.00
98-CV-1024	Samfay, Maria R.	25,000.00
98-CV-1033	McGlasson, Kristi M.	10,474.66
98-CV-1050	Curtis, James, Jr.	6,032.70
98-CV-1051	Doss, Beecha A., Sr.	83.94
98-CV-1053	Elseng, Terence L.	702.42
98-CV-1079	Johnson, Russell	Reconsidered Denial
98-CV-1103	Shahid, Mohammad F.	1,258.70
98-CV-1107	Dicosola, Don, Jr.	Reconsidered Denial
98-CV-1122	Smardo, Mark A.	973.70
98-CV-1131	Crump, Darnice	465.32
98-CV-1132	DuPont, Eugenia Y.	3,692.18
98-CV-1141	Kaulfuss, Susan P.	541.20
98-CV-1151	Townsend, Walter L.	4,537.45
98-CV-1153	Wilson, Thomas	10,697.87
98-CV-1168	Lopez, Tomas	3,480.76
98-CV-1173	Archer, Guillermo	3,264.25
98-CV-1192	Pitchford, Anthony L.	2,059.00
98-CV-1215	Anthony, Alberta & Mason, Vanessa & Boens, Shanda	3,000.00
98-CV-1223	Hudson, Helen C.	599.50
98-CV-1229	Turner, Charles	24,193.75
98-CV-1233	Orosco, Maximiliano	659.00
98-CV-1261	Kollman, Jason Wade	Reconsidered Denial
98-CV-1264	Crump, Steven E.	514.50
98-CV-1268	Harris, Harold	24,631.25
98-CV-1273	Madsen, Robert J.	2,702.50
98-CV-1281	Wooten, Rebecca	23,632.90
98-CV-1283	Moreno, Jose	2,306.50
98-CV-1285	Williams, Torrence R.	Reconsidered Dismissal
98-CV-1289	Burciaga, Luis C.	8,229.59
98-CV-1291	Cantrell, Lori K.	1,295.00
98-CV-1292	Chambers, Sharon	2,479.62
98-CV-1294	DeSantiago, Silvia	Reconsidered Denial

98-CV-1295	Ellington, Derek	103.20
98-CV-1304	Maples, Tony A., Jr.	Reconsidered Dismissal
98-CV-1350	Triplett, Victoria	Reconsidered Dismissal
98-CV-1361	Arias, Lazaro	25,000.00
98-CV-1381	Neely, Carol D.	360.95
98-CV-1393	Porter, Ora Lee	3,000.00
98-CV-1395	Tiggs, Brenda & Marcelin, Florine	3,000.00
98-CV-1420	Brown, Victor	14,171.54
98-CV-1424	Harris, Lawrence F.	3,811.80
98-CV-1429	Parker, Timothy	10,507.00
98-CV-1431	Wims, Warchester & Elizabeth & Hill, Elaine S.	3,000.00
98-CV-1444	Wilds, Delois & Washington, Frank, Jr.	Reconsidered Denial
98-CV-1480	Gonzalez, Sonya & Gallaga, Patricia	3,000.00
98-CV-1488	Marconi, John R.	Reconsidered Denial
98-CV-1493	Moushmoush, Bassam & Nazeerah	3,000.00
98-CV-1499	Taghan, Denny	4,546.72
98-CV-1503	Barksdale, Lolita K.	Reconsidered Dismissal
98-CV-1524	Sutton, Betty	Reconsidered Denial
98-CV-1546	Lyons, Jeffrey Scott	Reconsidered Dismissal
98-CV-1563	Garr, Willie M. & Peterson, Alee	3,000.00
98-CV-1579	Ali, Aziz & Pearson, Peggy	1,935.00
98-CV-1587	Thomas, Jerome	Reconsidered Denial
98-CV-1593	Colloton, Julia B.	386.20
98-CV-1600	Linzy, Harry, Jr.	Reconsidered Denial
98-CV-1601	Miller, Richard	Denied
98-CV-1603	Novy, Mary Jo	6,768.17
98-CV-1613	Reeves, Darryl	5,524.46
98-CV-1622	Clemmons, Welton	229.00
98-CV-1628	McCray, Tramaine	Reconsidered Denial
98-CV-1641	Hart, Samuel	24,667.00
98-CV-1655	Perez, Artemio	Reconsidered Denial
98-CV-1658	Rodgers, Deborah	2,858.55
98-CV-1671	Calvin, Queitina	Reconsidered Denial
98-CV-1689	Perry, Donald	488.00
98-CV-1690	Peschke, Laurie A.	Reconsidered Denial
98-CV-1703	Anderson, Robert, Sr.	Reconsidered Denial
98-CV-1705	Chapman, Charles E.	7,824.20
98-CV-1708	Flanagan, Therona A.	Reconsidered Dismissal
98-CV-1712	Kowalkowski, Janina	4,982.36

98-CV-1713	Mitchell, Randy W.	25,000.00
98-CV-1721	Strzelczyk, Thomas E.	433.50
98-CV-1751	Maruso, Amy	134.00
98-CV-1767	Gazcon, Jose	Reconsidered Denial
98-CV-1774	Williams, Sandra	Reconsidered Denial
98-CV-1793	Pavek, Gregory	6,367.29
98-CV-1810	Kelly, Maureen	1,370.00
98-CV-1811	McKinley, Joanne	3,000.00
98-CV-1814	Russell, Joseph	3,077.85
98-CV-1815	Szczerba, Katarzyna	25,000.00
98-CV-1821	Chiles, Patricia	Reconsidered Denial
98-CV-1824	Jones, Rodney	6,208.05
98-CV-1829	Romo, Alexander	1,234.30
98-CV-1833	Wotnow, Brian	3,797.25
98-CV-1837	Hobson, James D.	6,489.35
98-CV-1841	Peden, Charlene	Reconsidered Denial
98-CV-1842	Stepney, Robert B.	Reconsidered Denial
98-CV-1843	Suarez, Julianna	1,401.95
98-CV-1844	Vaughn, Michael	25,203.00
98-CV-1845	Armstrong, Louise	Reconsidered Dismissal
98-CV-1848	DuBois, Steven	3,559.87
98-CV-1853	Harris, Katherine	4,281.19
98-CV-1854	Haynes, Lori	5,174.49
98-CV-1859	Johnson, Stephanie	Reconsidered Dismissal
98-CV-1861	Richards, Dorothy M.	610.30
98-CV-1862	Rocha, Michael A.	6,344.89
98-CV-1873	Matthews, Christine	Reconsidered Denial
98-CV-1875	Sargis, Bruce	1,295.60
98-CV-1876	Sparling, Linda Faye	3,000.00
98-CV-1890	Mason, Enix H., Jr.	Reconsidered Dismissal
98-CV-1894	Robinson, Calvin	24,116.18
98-CV-1895	Salgado, Jaime J.	905.90
98-CV-1903	Hooker, Walter	6,702.91
98-CV-1913	Spaulding, William R.	25,000.00
98-CV-1914	Starodub, Laryssa	626.00
98-CV-1919	Collier, Robert	25,000.00
98-CV-1924	Gillenwater, Ray	2,421.79
98-CV-1933	Nelson, Donna	3,000.00
98-CV-1934	Razik, Nawaf	22,820.00
98-CV-1936	Rife, Rowena	1,446.20
98-CV-1939	Zavala, Gerardo	2,033.22

98-CV-1945	Jackson, Raymond	21,399.69
98-CV-1950	Barnes, Tanzil R.	398.50
98-CV-1955	Sameer, Ali	25,000.00
98-CV-1960	Shepard, Vester	25,000.00
98-CV-1967	Gaddis, Ronald	167.00
98-CV-1976	Riggians, Geraldine	Reconsidered Denial
98-CV-1985	Arroyo, Irene	2,457.35
98-CV-1993	Cabrera, Grace M.	48.68
98-CV-1999	Hofbauer, Cheryl	Reconsidered Denial
98-CV-2001	Howard, Doris J.	1,370.00
98-CV-2003	Lanier, Charles	25,000.00
98-CV-2009	Reed, Mary & Cockrell-Smith, Gloria	3,000,00
98-CV-2016	Ahmad, Wasila	25,000.00
98-CV-2017	Balint, Ludmilla	1,587.60
98-CV-2024	Jaworowski, Thomas, Jr.	9,476.10
98-CV-2025	Jimenez, Jose L.	3,000.00
98-CV-2028	May, Michael	6,756.40
98-CV-2030	Patel, Vinod	11,139.00
98-CV-2031	Payne, Sterling	9,524.00
98-CV-2033	Ventura, Lazaro	25,000.00
98-CV-2034	Wiley, Dorris	1,033.65
98-CV-2037	Arias, Sergio	25,000.00
98-CV-2038	Beatz, Michael	24,672.00
98-CV-2039	Birditt, Rhonda Jo	605.00
98-CV-2045	Karpinski, Wanda M.	1,098.49
98-CV-2047	Tebbens, George	2,427.00
98-CV-2049	Viera, Wigberto	12,394.46
98-CV-2053	Cainski, Nick	907.69
98-CV-2056	Geiger, Cleveland, Jr.	Reconsidered Denial
98-CV-2068	Skutnik, Waclaw	25,000.00
98-CV-2073	Zamudio, Alejandro	11,372.35
98-CV-2075	Banks, Carol	9,809.95
98-CV-2083	Fitcher, Jimmie L.	4,905.95
98-CV-2084	Floyd, Robert W., Jr.	1,579.30
98-CV-2097	Marroquin, Anthony J.	4,146.00
98-CV-2101	Nunez, Eduardo	25,000.00
98-CV-2102	Page, Betty J.	375.00
98-CV-2104	Pugh, Charles	10,435.25
98-CV-2109	Ruiz, Maritza	25,000.00
98-CV-2110	Smalling, Richard	19,084.30
98-CV-2114	Baker, Betty	1,041.90

98-CV-2123	Rascon, Maria E.	1,892.55
98-CV-2130	Greenwood, Myrtis	Reconsidered Dismissal
98-CV-2131	Guider, Sequita & Beverly	25,000.00
98-CV-2133	Hall, Cathy E.	28.50
98-CV-2135	Rangel, Dwayne	746.70
98-CV-2136	Robinson, Eddie	22,298.81
98-CV-2139	Barkley, William	335.00
98-CV-2143	Harris, Bette J.	487.30
98-CV-2144	Herrell, Melvin L.	1,008.08
98-CV-2150	Neely, Diane Dyer	334.10
98-CV-2151	Jobe, Antoinette	358.04
98-CV-2155	Butler, Marvin C.	25,302.50
98-CV-2157	Day, Jerome	25,000.00
98-CV-2164	Kinman, Matthew	10,621.49
98-CV-2173	Rivera, Will	2,909.11
98-CV-2174	Russell, Dexter M.	1,278.50
98-CV-2180	Thompson, Michael	25,000.00
98-CV-2182	Willis, Renard	25,000.00
98-CV-2184	Young, Johnny	12,155.65
98-CV-2189	Holmes, Barbara	4,623.56
98-CV-2196	Gates, Almarene	Reconsidered Dismissal
98-CV-2197	Howard, Michael	25,000.00
98-CV-2200	Llanes, Edson	3,525.50
98-CV-2204	Thompson, Helen & Michael	25,000.00
98-CV-2205	Webb, Ralph	1,472.64
98-CV-2207	Davis, Mary	3,000.00
98-CV-2210	Broughton, Sandra & Yvette	1,512.00
98-CV-2214	Medrano, Roy	1,156.95
98-CV-2224	Franklin, Clyde T.	1,262.56
98-CV-2228	Greene, Arlene	25,000.00
98-CV-2230	Kelley, Brian M.	2,169.70
98-CV-2234	Miller, George S.	19,622.94
98-CV-2237	Reedy, Lynda A.	3,000.00
98-CV-2241	Chambers, Darlene	Reconsidered Denial
98-CV-2243	Elliott, Raymond L.	751.33
98-CV-2244	Gniadek, Stanley	9,406.08
98-CV-2245	Gonzalez, Ofelia	4,893.09
98-CV-2250	McGee, Melissa	9,417.53
98-CV-2251	Berry, Dennis	4,380.00
98-CV-2257	Freeman, Mary F.	50.00
98-CV-2258	Gammie, Joan E.	228.00

98-CV-2260	Jamerson, Brenda A.	Reconsidered Dismissal
98-CV-2263	Mazur, Edward	21,099.00
98-CV-2264	Mendez, Raynaldo, Jr.	3,878.73
98-CV-2268	Witek, Daniel	4,637.35
98-CV-2270	Larralde, Josefina	4,500.25
98-CV-2272	Horne, Donald	11,578.54
98-CV-2273	Janowska, Janina	893.43
98-CV-2277	Scherp, John	816.63
98-CV-2283	O'Hearn, John	24,196.30
98-CV-2284	Palacios, Jose R.	833.27
98-CV-2285	Portalatin, Manuel	19,083.59
98-CV-2291	Wilson, Carolyn L.	975.25
98-CV-2293	Magliano, Sue	4,353.76
98-CV-2300	Ferrand, Robert A.	738.41
98-CV-2301	Fuller, Gary W., Sr.	5,441.03
98-CV-2314	Akeel, Eid S.	6,069.85
98-CV-2324	Duever, Viola	25,000.00
98-CV-2325	Hollins, Darius	25,000.00
98-CV-2327	Jano, Lana	551.00
98-CV-2328	Jano, Lana	356.00
98-CV-2330	Jano, Lana	510.50
98-CV-2334	Minor, Minnie	185.00
98-CV-2335	Minor, Minnie	Reconsidered Denial
98-CV-2336	Minor, Minnie	Reconsidered Denial
98-CV-2341	Risper, Dinah	152.00
98-CV-2350	Curtin, Michael	17,054.69
98-CV-2354	Moore, Samuel	370.00
98-CV-2360	Bauer, Jaimee A.	3,533.41
98-CV-2361	Cruz, Robin C.	25,000.00
98-CV-2364	Kulikowski, Casey	Reconsidered Dismissal
98-CV-2365	Bolduc, Jeremiah	1,085.00
98-CV-2366	Barnes, Linda & Brock	Reconsidered Denial
98-CV-2369	Cook, Mandy K.	624.25
98-CV-2372	Farmer, Susan	5,441.22
98-CV-2375	Jones, George F.	18,447.31
98-CV-2379	McCarter, Susie	232.00
98-CV-2384	Shekha, Sohail	21,210.75
98-CV-2388	Bullock, Karey C.	993.46
98-CV-2390	Bennett, Bryant	704.15
98-CV-2391	Biles, Terius	18,683.10
98-CV-2394	DiMuzio, Robert P.	2,055.50

98-CV-2395	Fields, Dixie Lee	1,595.38
98-CV-2397	Gill, James	21,100.54
98-CV-2400	Hire, Tamara	112.40
98-CV-2401	Kaecker, Linda	11,319.83
98-CV-2403	Nelson, Trudy E.	3,166.62
98-CV-2407	Spann, Orrin	25,000.00
98-CV-2410	Vargas, Maria G.	745.50
98-CV-2411	Wright, Barbara	330.00
98-CV-2412	Harrington-Robinson, Betty	10,574.00
98-CV-2422	Harris, Nicholas	25,000.00
98-CV-2423	Hartman, Tamara L. & George A.	25,000.00
98-CV-2427	Johnson, Charles	10,687.50
98-CV-2429	Kennedy, Johnny L.	1,580.98
98-CV-2434	Murphy, Donald H.	3,000.00
98-CV-2438	Staggs, Israel	7,856.68
98-CV-2440	Ochoa, Jose	4,502.98
98-CV-2443	Silver, Lawrence	1,975.00
98-CV-2447	Chandler, Lawrence	25,000.00
98-CV-2457	Hagel, Charles	150.00
98-CV-2459	Cyr, Jennie L.	578.25
98-CV-2460	Fitzsimmons, Jayne	6,674.40
98-CV-2461	Henderson, Jerome A.	875.00
98-CV-2462	Lott, Charles	660.12
98-CV-2467	Johnson, Katherine L.	792.97
98-CV-2470	Barnes, Earlando	25,000.00
98-CV-2474	Guerrero, Erica	25,000.00
98-CV-2479	Jimenez, Teresa	991.50
98-CV-2480	Johnson, Albert	25,000.00
98-CV-2481	Jordan, Darien	25,000.00
98-CV-2482	Knighten, Jessie B.	3,999.41
98-CV-2484	Lentz, Steve D.	11,521.14
98-CV-2492	Rehmstedt, Dorothy A.	433.98
98-CV-2497	Walker, Lucille	3,000.00
98-CV-2500	Barnes, Leslie A.	532.00
98-CV-2501	Buendgen, Jayson S.	3,811.40
98-CV-2502	Goodpasture, James K.	14,838.88
98-CV-2505	Howard, Olamenji	25,000.00
98-CV-2507	Kuffel, Arlene	2,500.00
98-CV-2510	McCarter, Denise	6,164.25
98-CV-2511	Coleman, Revere	25,000.00
98-CV-2517	Valentine, Lula Mae	3,000.00

98-CV-2530	Seo, Kyeong Yang	2,598.07
98-CV-2534	Mueller, Joy I.	13,058.94
98-CV-2537	Hernandez, Stella	3,000.00
98-CV-2540	Pearson, Octavia A.	3,000.00
98-CV-2543	Watkins, Paulette	Reconsidered Denial
98-CV-2544	Darfour, Lawyer	1,296.17
98-CV-2551	White, Jessie M.	3,000.00
98-CV-2552	Craig, David E. & Ryann E.	Dismissed
98-CV-2554	Gautreaux, Walter P., Jr.	18,461.84
98-CV-2557	Lamberis, Lynne	12,890.00
98-CV-2558	Leininger, Kate M.	Reconsidered Dismissal
98-CV-2560	Rhone, Dewayne A.	14,307.67
98-CV-2561	Wilson, Barbara J.	925.50
98-CV-2570	Gearhart, Diane E.	661.58
98-CV-2572	Green, Trace	6,019.47
98-CV-2573	Helm, Chester S.	1,925.79
98-CV-2574	Mendoza, Andres	1,191.92
98-CV-2578	Nuenez, Maria Del Refugia	Reconsidered Denial
98-CV-2580	Ramirez, Francisca	337.79
98-CV-2584	Traynere, Michael F.	2,301.88
98-CV-2595	Garrett, LaRonda A.	559.24
98-CV-2596	Jenkins, Levi	3,000.00
98-CV-2597	Lee, Lula M.	528.00
98-CV-2600	Sahraoui, Mohamed	780.50
98-CV-2602	Cruz, Elias	23,167.85
98-CV-2604	Brzezniak, Jerry	613.40
98-CV-2610	Hughes, Joe	9,855.85
98-CV-2612	Kidd, Brenda	2,042.90
98-CV-2619	Botica, Anthony J.	11,074.97
98-CV-2620	Crawford, Janet S.	9,793.92
98-CV-2622	Jewell, Joseph D.	2,033.80
98-CV-2627	Thompson, Mario	594.00
98-CV-2629	Wilkin, Laura	1,510.00
98-CV-2637	Deets, Terry G.	4,070.60
98-CV-2640	Miller, Kathleen	3,140.18
98-CV-2644	Plesniak, Regina	3,021.28
98-CV-2646	Robinson, Tracey L.	Reconsidered Denial
98-CV-2647	Sigite, Theodore	910.76
98-CV-2653	Hill, Vesta	Reconsidered Denial
98-CV-2654	Collins, Yolanda King & King, Kimitt	3,000.00
98-CV-2659	Richard, Carolyn	574.17

98-CV-2660	Sadoh, Samuel B.	868.50
98-CV-2661	Stoica, Joseph	25,000.00
98-CV-2664	Wiley, Tyrone J.	19,577.24
98-CV-2670	Francis, Larry	4,563.68
98-CV-2671	Osysko, Stanislawa	2,504.75
98-CV-2672	Peralta, Teresa a/k/a Clarissa Adam	25,000.00
98-CV-2674	Watson, Terry L.	25,000.00
98-CV-2680	Bradley, Lamont	8,893.58
98-CV-2684	Cystrunk, Anthony	25,000.00
98-CV-2685	De Los Santos, Margaret M. & Robert	3,000.00
98-CV-2689	Fortner, Iola	610.00
98-CV-2690	Henderson, Japelyn	530.00
98-CV-2692	Kapadia, Shabbir H.	4,726.60
98-CV-2693	Lee, Corlene	3,000.00
98-CV-2697	Racey, Joseph F.	258.24
98-CV-2701	Smith, Gregory	17,538.43
98-CV-2702	Sykes, Alonzo	9,173.63
98-CV-2704	Walton, Kenneth, Jr.	15,011.13
98-CV-2706	Williams, Malcolm	16,892.66
98-CV-2707	Williams, Rosie	868.60
98-CV-2715	Henry, Andre	25,000.00
98-CV-2716	Janos, Adeline S.	67.13
98-CV-2720	Smith, Harold & Johnson, Lucille M.	895.00
98-CV-2722	Thomas, Gwendolyn & Whitehead, Elizabeth & Hale, Sakina	3,000.00
98-CV-2725	Cerda, Alfredo	255.90
98-CV-2726	Ross, George	3,000.00
98-CV-2727	Fields, Clifford L.	70.20
98-CV-2731	Sheared, Lela A.	3,646.80
98-CV-2732	Stewart, Brunett C.	107.03
98-CV-2733	Sumrall, Floyd R., III	25,000.00
98-CV-2734	Chappell, Clemon	2,176.25
98-CV-2735	Peterson, George	805.51
98-CV-2739	Ferrand, Robert A.	530.00
98-CV-2741	Garrison, Jessie	Reconsidered Dismissal
98-CV-2742	Haney, Bernice & Bush, Latekia	Reconsidered Denial
98-CV-2744	Horn, Charles A.	25,000.00
98-CV-2745	Hudson, R. B., Jr.	17,101.19
98-CV-2749	Larkin, Doretha	25,000.00
98-CV-2757	Franklin-Gill, Anne	Reconsidered Denial
98-CV-2758	Aguilar, Aurelio	6,669.76

98-CV-2759	Arellano, Rosalino	5,482.50
98-CV-2760	Elkhatib, Mohammad	25,000.00
98-CV-2764	Henry, James E.	7,213.71
98-CV-2765	Ochoa, Maria	25,000.00
98-CV-2766	Roloson, Edward	20,351.21
98-CV-2767	Singleterry, Elida	17,298.60
98-CV-2768	Townsend, Walter L.	1,313.25
98-CV-2773	Collins, Vanessa	Denied
98-CV-2774	Cration, Curley	25,000.00
98-CV-2777	Johnson, Ingrid	400.85
98-CV-2778	Kolzow, Michelle M.	888.19
98-CV-2779	Madera, Edward	15,660.02
98-CV-2782	Picazo, Jorge Alberto	247.00
98-CV-2784	Saffold, Carol	1,560.00
98-CV-2792	Hayes, Marshall, Jr.	3,413.50
98-CV-2804	Anthony, Phyllis S.	540.00
98-CV-2811	Owens, Johnny	844.57
98-CV-2814	Ruiz, Nicanor	Reconsidered Dismissal
98-CV-2817	Thomas, Latrone D.	25,000.00
98-CV-2819	Zeeshan, Ali	1,323.00
98-CV-2824	Skipper, Selestine	17,090.90
98-CV-2831	Harrington, Lavell	25,000.00
98-CV-2834	Person, Keenon	25,000.00
98-CV-2840	Benison, Alex	23 ,008.82
98-CV-2843	Gomez, Marcela S.	510.00
98-CV-2846	Jackson, Vivian	1,380.19
98-CV-2850	Molina, Elda	25,000.00
98-CV-2851	Munoz, Jose M.	470.00
98-CV-2852	O'Neal, Earl	25,000.00
98-CV-2853	Panagakis, Elias	6,084.15
98-CV-2855	Ramos, Milagros	Reconsidered Dismissal
98-CV-2856	Ramos, Milagros	388.24
98-CV-2863	Branch, Ollie R.	Reconsidered Denial
98-CV-2864	Clanin, Brandon	1,302.29
98-CV-2871	Williams, Shirley	25,100.00
98-CV-2880	Johnson, Elaine	1,975.00
98-CV-2881	Kenna, Michael	Reconsidered Denial
98-CV-2883	Landeros, Teresa	3,805.05
98-CV-2884	Mardis, Dequan	25,000.00
98-CV-2887	Anchondo, Edwin	5,031.71
98-CV-2889	Burton, Edward	10,049.75

98-CV-2890	Collins, Jermaine	14,727.28
98-CV-2891	Dover, Neal A.	10,723.59
98-CV-2895	Lummer, Randall R. & Kelly L.	2,660.22
98-CV-2896	Martin, Kevin G.	17,301.31
98-CV-2897	Owens, Lashon R.	23,266.87
98-CV-2906	Tilmon, Katie	17.50
98-CV-2916	Scott, Sandra	25,000.00
98-CV-2917	Shlyapintokh, Arcadiy	11,632.50
98-CV-2922	Abunajn, Saleh	2,307.75
98-CV-2925	Banks, Nichrien L.	3,390.78
98-CV-2929	Fisher, Yarrell	1,553.79
98-CV-2932	Huff, Ernestine	Reconsidered Denial
98-CV-2936	Mateo, Bonnie	8,478.00
98-CV-2938	Murphy, Marlene M.	Reconsidered Denial
98-CV-2940	Owens, Chad	529.35
98-CV-2942	Slack, Anita	3,000.00
98-CV-2943	Thomas, Kelly	6,208.52
98-CV-2948	Brown, Shelby	8,911.00
98-CV-2950	Foster, Stanford	25,000.00
98-CV-2952	Ortiz, Leodegario	25,000.00
98-CV-2953	Pegues, Dwayne K.	12.00
98-CV-2954	Perea, Marcelo	564.73
98-CV-2958	Shadyun, Timofey	10,346.86
98-CV-2959	Brenner, Joshua D.	Reconsidered Denial
98-CV-2960	Calloway, James	7,949.00
98-CV-2961	Ewing, Calvin	7,654.28
98-CV-2962	Logan, Shunia	932.00
98-CV-2964	McKelvy, Sandra	Reconsidered Denial
98-CV-2965	McKelvy, Sandra	Reconsidered Dismissal
98-CV-2973	Carroll, Raymond	3,769.57
98-CV-2974	Coleman, Lorraine	1,202.21
98-CV-2976	Dozier, Chaunceton	378.86
98-CV-2977	Ellis, Harrison	3,475.99
98-CV-2978	Ellis, Ruth	1,525.00
98-CV-2986	Smith, Raymond	1,292.65
98-CV-2988	Tiknius, Thomas	639.88
98-CV-2990	Williamson, Rhonda	477.00
98-CV-2992	Kumaran, Sampath	156.20
98-CV-2995	Addai, Robert	Reconsidered Dismissal
98-CV-2997	Cole, Deborah	Denied
98-CV-2998	Davis, Charles, Jr.	25,000.00

98-CV-3001	Gardner, Dione	654.50
98-CV-3002	Garner, Rachell	25,000.00
98-CV-3004	Kadi, Hani	1,929.49
98-CV-3005	Davis, Vanessa & Hilliard, Angela A.	22,017.94
98-CV-3006	Kokuro, James K.	25,000.00
98-CV-3016	Gonzalez, Rosa	3,000.00
98-CV-3020	Jackson, Andre	1,766.72
98-CV-3026	Phillips, Jeffery L.	7,161.78
98-CV-3027	Romero, Jose, Sr.	Reconsidered Dismissal
98-CV-3029	Smith, Elliott A.	469.46
98-CV-3030	Tolefree, Antonio	6,295.94
98-CV-3031	Valdez, Graciela	25,000.00
98-CV-3033	Williams, George	16,290.00
98-CV-3034	Williams, Terry	14,088.81
98-CV-3035	Zybak, John	1,725.60
98-CV-3036	Agnew, Troy	4,202.22
98-CV-3037	Bodie, Laquantas D.	25,000.00
98-CV-3040	Harrell, Alfreda & Michka, Joan	3,000.00
98-CV-3046	Murphy, Ronald	14,007.83
98-CV-3047	Perkins, Michelle R. & McColgin, Rick	2,658.13
98-CV-3048	Poole, Walter	565.00
98-CV-3050	Splunge, Ethel	Reconsidered Denial
98-CV-3052	Woods, Bobbie	1,152.50
98-CV-3053	Brown, Thomas	1,265.50
98-CV-3056	Hric, Kevin A.	21,478.48
98-CV-3059	Smith, Obrellia A.	25,000.00
98-CV-3060	Smith, Obrellia A.	Reconsidered Denial
98-CV-3062	Thomas, David	18,151.35
98-CV-3066	Williamson, Peter E.	11,772.40
98-CV-3072	Chesmore, William A., Jr.	19,454.89
98-CV-3074	Collins, Eric	105.00
98-CV-3082	Jones, Rochelle	4,700.00
98-CV-3086	Love, Michael N.	3,000.00
98-CV-3093	Sims, Alenna & Williams, Amory J.	2,132.15
98-CV-3094	Stewart, Deborah	1,736.65
98-CV-3102	Bonds, Melvin	13,297.75
98-CV-3104	Davis, Travis	9,592.66
98-CV-3108	Ocampo, Leticia	3,669.88
98-CV-3109	Paseka, Diana L.	Reconsidered Denial
98-CV-3111	August, Elwin Gilbert	17,424.14
98-CV-3114	Cowans, Arthur	3,545.93

98-CV-3116	Jackson, Romell	25,000.00
98-CV-3117	Kimmons, Charles	1,897.00
98-CV-3120	Riordan, Nicholas	25,000.00
98-CV-3121	Smith, Rodney	25,000.00
98-CV-3122	Valdez, Aguinaldo	3,483.60
98-CV-3132	Moore, Gerome	6,614.74
98-CV-3139	Cook, Thomas M.	188.19
98-CV-3141	Cook, Thomas M.	1,120.14
98-CV-3142	Darst, Danny	2,162.78
98-CV-3144	Gilmore, James, Jr.	2,025.45
98-CV-3152	Wilborn, Loretha	2,836.61
98-CV-3154	Reddick, Lee A.	9,774.26
98-CV-3157	Cobos, Jose	11,203.00
98-CV-3160	Johnson, Lucreia M.	3,000.00
98-CV-3169	Boyd, Christopher	13,512.15
98-CV-3171	Fleming, Gregg	25,000.00
98-CV-3173	Haynes, Darryl	24,547.55
98-CV-3175	Kranz, Frank E.	4,484.00
98-CV-3177	Nesbitt, Tenelya	529.20
98-CV-3179	Sanders, Andre	1,162.80
98-CV-3183	Thomas, Roosevelt	3,000.00
98-CV-3189	Wiszynski, Stanley	Reconsidered Denial
98-CV-3190	Murphy, La Shunda & Wint, Alpheus	3,000.00
98-CV-3191	Grosse, Margaret	25,000.00
98-CV-3192	Elhadary, Ahmed	4,275.00
98-CV-3193	Carr, Valerie R.	206.80
98-CV-3197	Giles, Mildred	1,433.56
98-CV-3206	Smith, Donald	2,308.10
98-CV-3208	Todd, Diane	5,671.85
99-CV-0002	Galindo, Daniel	1,279.00
99-CV-0004	Kelly, Kevin K.	14,941.75
99-CV-0007	Mendez, Serafin	2,345.02
99-CV-0010	Winslow, Larry	9,324.25
99-CV-0014	Holste, Kimberlei	1,100.00
99-CV-0020	Kendricks, Evelyn P. & Thornton, Sheila	3,000.00
99-CV-0024	Rodriguez, Lucinda	20,941.00
99-CV-0027	Elam, Michael L.	2,875.56
99-CV-0028	Cobbs, Debra	8,909.57
99-CV-0030	Glore, Kelly R.	1,417.25
99-CV-0031	Hayes, Letheal	175.00
99-CV-0032	Iaun, Michael R.	1,266.05

99-CV-0033	Jackson, Quintella	3,000.00
99-CV-0034	Jackson, Sameya	790.13
99-CV-0038	Mrowca, Jan	1,648.27
99-CV-0039	Rosas, Nelly	2,530.25
99-CV-0040	Vargas, Ramon	4,538.79
99-CV-0042	Khasawaneh, Mohamad	4,731.15
99-CV-0046	Benford, Jerome	3,000.00
99-CV-0047	Benitez, Severiana	3,000.00
99-CV-0048	Bradford, Isaiah B., Jr.	838.50
99-CV-0049	Brescia, Kevin	723.60
99-CV-0050	Camper, James B.	1,003.59
99-CV-0051	Cazares, Luis	2,334.26
99-CV-0054	Ford, Carmelita	3,000.00
99-CV-0057	Guerra, Rodolfo	25,000.00
99-CV-0058	Hampton, Remalle	20,654.74
99-CV-0060	Lacey, Belinda	111.78
99-CV-0061	Landa, Raul	337.00
99-CV-0062	Landingham, Samuel	7,627.26
99-CV-0063	Maclin, Mary E.	3,000.00
99-CV-0065	O'Cain-Fields, Cynthia G.	1,747.24
99-CV-0067	Sample, Dorothy	1,809.73
99-CV-0071	Vaultonburg, Theodore C.	Denied
99-CV-0072	Wells, Holly L.	1,659.50
99-CV-0073	Wilkie, James	19,428.01
99-CV-0074	Wordlaw, Eddie, Jr.	1,821.65
99-CV-0080	Gordon, Christopher	3,952.37
99-CV-0081	Hogan, Maria A.	1,596.41
99-CV-0083	Samuel, Earlean	Denied
99-CV-0086	Beakey, James L.	Denied
99-CV-0087	Bloniarczyk, Angelika	1,666.06
99-CV-0088	Clark, Geraldine	180.00
99-CV-0093	Groves, Teresa	70.00
99-CV-0095	Jones, Dwan	2,504.92
99-CV-0096	Lockhart, Cynthia & Loretta	3,000.00
99-CV-0098	Massey, George	17,966.62
99-CV-0099	Patterson, Ronald	Reconsidered Denial
99-CV-0101	Ricker, Jacllyn	859.50
99-CV-0102	Samuel, Donald H., Sr.	25,000.00
99-CV-0103	Seals, Courtney D.	178.10
99-CV-0104	Semla, Janette	153.80
99-CV-0105	Scott, Essic	4,034.68

99-CV-0107	Avila, Jorge	7,630.14
99-CV-0109	Henning, Robert	8,096.45
99-CV-0110	Ivy, John E.	938.25
99-CV-0112	Nelson, Carol	3,120.00
99-CV-0113	Picazo, Jorge A.	9,250.00
99-CV-0116	Bowen, Sheila M.	643.15
99-CV-0117	Vaughan, Ruth	Denied
99-CV-0118	Vaughan, Ruth	Denied
99-CV-0119	Vaughan, Ruth	Denied
99-CV-0120	Vaughan, Ruth	Denied
99-CV-0122	Andrews, Charles D.	1,327.70
99-CV-0123	Cobb, Kimberly K.	5,716.40
99-CV-0124	Colon, Daniel	2,389.89
99-CV-0125	Credit, Debra K.	Denied
99-CV-0126	Jerome, Beaussan	1,716.16
99-CV-0127	Liebhaber, Beth	1,839.29
99-CV-0130	Martinez, Ricardo J.	423.00
99-CV-0131	Mason, Brian K.	1,066.74
99-CV-0132	McCall, Randy P.	8,607.31
99-CV-0133	McNeil, Vanessa	3,000.00
99-CV-0135	Nannoo, Mikhail	5,466.50
99-CV-0136	Shumard, Julia A.	Denied
99-CV-0139	Holman, Larry	180.00
99-CV-0142	Martinez, Roberto	25,000.00
99-CV-0147	Waskiewicz, Marcin	917.00
99-CV-0149	Dobbin, Leslie	320.00
99-CV-0150	Jourdan, Rebecca A.	Reconsidered Dismissal
99-CV-0151	Kalaitzidis, Timotheos	Denied
99-CV-0152	Liu, Rong	265.00
99-CV-0153	Tekip, Adam	25,000.00
99-CV-0155	McCann-Fonseca, Maria	501.70
99-CV-0156	Jones, Kenya & Dunn, Felicia	Reconsidered Denial
99-CV-0158	Brown, Howard, Rev.	3,479.00
99-CV-0160	Cook, Brenda C.	612.20
99-CV-0162	Gooch, Jermichael	3,000.00
99-CV-0163	Gooch, Jermichael & Mitchell, Lynda	25,000.00
99-CV-0168	Laslie, Elaine & Simmons, Tiffany	3,000.00
99-CV-0169	Lee, Lawrence	780.00
99-CV-0174	Myint, Paula	656.00
99-CV-0180	Santoyo, Robert	25,000.00
99-CV-0182	Strickland, Tyrone	330.00

99-CV-0183	Yarber, Emanuel	548.90
99-CV-0184	Hodges, Robert	25,000.00
99-CV-0187	Mazerat, Ilda Y.	Denied
99-CV-0188	Mazerat, Ilda Y.	1,206.50
99-CV-0189	Mazerat, Ilda Y.	Denied
99-CV-0190	Mazerat, Ilda Y.	Denied
99-CV-0191	Mazerat, Ilda Y.	456.30
99-CV-0198	Flemming, Willie J.	22,530.07
99-CV-0199	Harris, Edward	454.50
99-CV-0200	Laurik, Russell	398.62
99-CV-0202	Murphy, Steven K.	1,371.05
99-CV-0203	McDaniels, Robert M.	276.73
99-CV-0205	Smith, Thomas T.	3,325.00
99-CV-0206	Watson, James A.	355.00
99-CV-0207	Young, Marvin R.	3,992.15
99-CV-0208	Loman, Kenneth R.	Reconsidered Denial
99-CV-0209	Blackard, Angela D.	787.18
99-CV-0210	Bland, Renee	Reconsidered Denial
99-CV-0212	Hemphill, Juanita	3,000.00
99-CV-0215	Humphries, Lorine	758.55
99-CV-0216	Johnson, Razaelle	7,754.94
99-CV-0219	Miller, Phillip	1,661.02
99-CV-0220	Morrissey, Edward	2,190.35
99-CV-0224	Seawood, Undra	800.00
99-CV-0227	Weems, Giovanni	1,282.50
99-CV-0230	Winston, Johnie M.	3,000.00
99-CV-0231	Zheng, Qiang	10,502.64
99-CV-0232	Adams, Yolanda	883.78
99-CV-0233	Alvarado, Maria	3,000.00
99-CV-0234	Arroyo, Nester	3,000.00
99-CV-0241	Duque, Kristin S., M.D.	956.65
99-CV-0246	Hasche-Baker, Paulette	9,710.27
99-CV-0247	Jones, Brandon	Denied
99-CV-0250	Natthews, Emilee F. K.	2,860.49
99-CV-0251	Kostadinovic, Peter	3,130.00
99-CV-0253	Mitchell, James, Sr.	3,000.00
99-CV-0254	Mitchell, Lisa P.	3,000.00
99-CV-0255	Morgan, Linda	3,000.00
99-CV-0257	Reeves, Nancy	3,000.00
99-CV-0260	Smith, David	Reconsidered Dismissal
99-CV-0262	Wright, Bertina	340.00

99-CV-0263	Johnson, Rosalind	Denied
99-CV-0266	Adkins, Stanley T.	845.00
99-CV-0267	Ayres, Douglas E.	1,255.61
99-CV-0270	Bishop, Otis	17,717.60
99-CV-0272	Goleash, Valerie	979.40
99-CV-0273	Camacho, Maria	44.30
99-CV-0274	Choi, Ik Chan	4,561.20
99-CV-0277	Esqueda, Elida	1,500.00
99-CV-0278	Ferrer, Santiago	2,967.38
99-CV-0280	Goneno, Mary	1,312.50
99-CV-0282	Hill, Patricia	3,000.00
99-CV-0283	Horton, Earl	5,404.00
99-CV-0287	Platt, Lorenze & Baker, Gloria	10,920.00
99-CV-0288	Rizzo, Jacqueline S.	858.53
99-CV-0290	Salas, Annette	1,386.04
99-CV-0291	Sims, Richard T.	1,279.90
99-CV-0292	Syms, Sonia	1,676.40
99-CV-0293	Tennial, Gloria J.	3,000.00
99-CV-0294	Washington, Shannon	514.00
99-CV-0298	Arnett, Stephen W.	1,078.15
99-CV-0299	Barnett, Antoine	25,000.00
99-CV-0300	Boddie, Lee E.	12,987.86
99-CV-0301	Boyd, Freddie	Denied
99-CV-0302	Brown, Barbara	5,608.48
99-CV-0304	Clair, Joseph	5,237.52
99-CV-0306	Delgado, Felix	12,832.59
99-CV-0307	Derrico, Deborah	Reconsidered Denial
99-CV-0310	Green, Edwin	4,472.28
99-CV-0311	Huerta, Rene	Denied
99-CV-0312	Jackson, Ethel M.	3,000.00
99-CV-0313	Jenkins, Jeff	528.50
99-CV-0314	Jimenez, Antonio	3,460.57
99-CV-0319	Lewis, Duwayne	25,000.00
99-CV-0320	Manning, Thomas	25,000.00
99-CV-0324	Perkins, Kevin M.	5,424.85
99-CV-0325	Redmond, Ricky E.	1,301.50
99-CV-0330	Hunter, Mariana	2,562.28
99-CV-0331	McCahill, Bernadette K.	645.00
99-CV-0333	Soto-Smith, Lourdes M.	3,372.17
99-CV-0334	Smith, Richard G.	1,691.24
99-CV-0336	Burton, Valencia	3,071.36

99-CV-0342	Harvey, Myron	1,171.60
99-CV-0343	Hawkins, James	Dismissed
99-CV-0353	Staten, Kathleen & Westley, Jennifer	2,298.00
99-CV-0355	Williams, George E.	10,485.25
99-CV-0358	Broadway, Brian	4,408.49
99-CV-0363	Hicks, Gregory	25,000.00
99-CV-0367	Lamb, Trudy	937.38
99-CV-0368	Lomelino, Pamela	Denied
99-CV-0371	Thornton, Carlotta	3,000.00
99-CV-0374	Wilkins, Lorraine	Denied
99-CV-0376	Barajas, Norma L.	70.00
99-CV-0377	Carrillo, Patricio Ibarra	1,672.30
99-CV-0379	Gonzalez, Pedro	Reconsidered Dismissal
99-CV-0381	Rice, Calvin	Denied
99-CV-0382	Holmes, Trevor	4,024.06
99-CV-0384	Wells, Sharon R.	1,210.90
99-CV-0386	Skehan, Marion G.	1,802.70
99-CV-0387	Wing, Marcus	Denied
99-CV-0392	Davis, Beatrice	2,148.92
99-CV-0393	Downey, William K.	1,607.62
99-CV-0394	Ewing, Lajuana & Lewis, Janet	3,000.00
99-CV-0395	Gray, Brian	3,338.01
99-CV-0396	Hill, Cheryl	1,576.97
99-CV-0397	Isaacs, Joshua	1,495.30
99-CV-0400	Maxey, Kenyon	15,266.04
99-CV-0403	Phillips, Katina A.	1,808.67
99-CV-0404	Polkoszek, David	Denied
99-CV-0405	Sherman, Sandra	Denied
99-CV-0406	Stegmaier, Michelle A.	555.02
99-CV-0408	Sokolovsky, Michael	1,255.22
99-CV-0413	Harrison, Dawn	1,000.00
99-CV-0414	Jones, Anton & Hawkins, Gloria	25,000.00
99-CV-0417	Williams, Wardell	25,000.00
99-CV-0420	Brownlee-Gierman, Trina	337.00
99-CV-0423	Ross, Demecio	6,352.24
99-CV-0424	Firchan, David R.	663.00
99-CV-0425	Francisco, Cheryl L.	2,067.27
99-CV-0427	Kline, Nova R.	Denied
99-CV-0429	Tarasiuk, Anthony	25,000.00
99-CV-0430	Teeman, Diane M.	511.83
99-CV-0432	Galluzzo, Gerlando	9,108.69

99-CV-0433	Hurt, Michael	1,212.70
99-CV-0434	Smith, Almeatra W.	10,251.82
99-CV-0435	Allen, Marion	2,999.60
99-CV-0437	Barnes, George & Martha	1,997.84
99-CV-0439	Camarillo, Gloria	10,543.52
99-CV-0440	Cardenas, Marta	274.50
99-CV-0441	Cinturo-Zavala, Eduardo	420.52
99-CV-0442	Casey, Perry G.	10,932.07
99-CV-0443	Covello, Salvatore	1,000.95
99-CV-0444	De Eiel, David	3,135.65
99-CV-0446	Drehsler, Ehrenfried	800.99
99-CV-0447	Haycraft, William	1,728.55
99-CV-0448	Jimenez, Maria De Lourdes	59.00
99-CV-0452	Lewis, John	317.00
99-CV-0453	Norwood, Gianetta	164.00
99-CV-0454	Norwood, Gianetta	Denied
99-CV-0455	Norwood, Gianetta	25.00
99-CV-0456	Norwood, Gianetta	25.00
99-CV-0458	Patterson, Robert	25,000.00
99-CV-0463	Sanchez, Miguel	1,250.00
99-CV-0464	Willoughby, Brian	7,551.95
99-CV-0466	Beal, Renee L.	Denied
99-CV-0467	Brown, Jimmy	8,458.00
99-CV-0470	Fajardo, Mauricio	3,000.00
99-CV-0471	Heard, Leon	196.70
99-CV-0473	McCambry, Leroy	1,349.00
99-CV-0474	Perkins, Michael	Denied
99-CV-0476	Berquist, Robert A.; on Behalf of Goldie A. Berquist	3,000.00
99-CV-0477	Adler, Erin L.	906.19
99-CV-0478	Buttice, Linda K.	Denied
99-CV-0479	Cavanagh, Linda L.	Denied
99-CV-0480	Dahlstrom, John, II	8,832.43
99-CV-0481	Dahlstrom, Sylvia Castle	472.59
99-CV-0483	Gardner, Yvonne	454.50
99-CV-0484	Jackson, Theodore	972.84
99-CV-0485	James, Gerald	4,355.77
99-CV-0486	Jensen, Patricia M.	787.88
99-CV-0487	Jones, Onna	11,250.28
99-CV-0491	Martinez, Luis	881.00

99-CV-0492	Rhodes, Curtis	1,102.00
99-CV-0493	Rivera, Luis	Denied
99-CV-0494	Shareef, Omar	6,117.73
99-CV-0497	Weissenberger, Bradley	549.60
99-CV-0498	Whitehead, Ronald	150.00
99-CV-0500	Saffold, Parham	Denied
99-CV-0502	Croom, Tyrone	20.00
99-CV-0503	Brickey, Jody	6,689.79
99-CV-0504	Burns, John M.	Denied
99-CV-0505	Conner, Roy	11,599.95
99-CV-0506	Brown, James	1,510.23
99-CV-0509	Johnson, David D.	25,000.00
99-CV-0510	Lozoya, Rudy	434.50
99-CV-0511	McCraig, Saundra	3,000.00
99-CV-0512	Ochoa, Carol A.	225.95
99-CV-0513	O'Connor, Joyce	3,000.00
99-CV-0514	Pacheco, Guillermo, Jr.	3,128.99
99-CV-0515	Pointer, Robin	23,993.94
99-CV-0516	Poull, Colleen	25,000.00
99-CV-0517	Robinson, Dorothy	Denied
99-CV-0518	Rockett, Robert	1,813.23
99-CV-0519	Russell, Marlon D.	5,240.90
99-CV-0520	Smith, Veronica	3,000.00
99-CV-0521	Hurst, Michelle L.	548.70
99-CV-0522	Mnich, Jan	13,863.70
99-CV-0523	Abuhashish, Ibrahim	2,865.00
99-CV-0524	Bobbitt, Marc A.	11,728.05
99-CV-0530	Martin, Alpha Mae	3,000.00
99-CV-0531	Meadows, Valencia D.	Denied
99-CV-0533	Newell, Charles	8,502.16
99-CV-0534	Pieprzyk, Yvonne	Denied
99-CV-0536	Robinson, Lenard	16,766.61
99-CV-0537	Schine, Lois A.	1,520.50
99-CV-0538	Stanton, Chevel	1,218.00
99-CV-0540	Wilkinson, James & Renee	Denied
99-CV-0541	Alia, Anan	25,000.00
99-CV-0542	Bailey, Melvin	400.69
99-CV-0543	Beard, Phyllis	1,628.00
99-CV-0546	Calvert, Lawrence	19,106.53
99-CV-0547	Cox, Tyrone	11,915.00
99-CV-0548	Ehlers, Thomas & Keller, Jeanne	3,000.00

99-CV-0549	Ford, Ozell	3,020.60
99-CV-0551	Henson, Nikki	Reconsidered Denial
99-CV-0552	Herred, Robert	6,200.00
99-CV-0554	Mendez, Karen L.	25,000.00
99-CV-0555	Smith, Donnell M.	6,897.40
99-CV-0556	Strong, Alex	1,646.40
99-CV-0558	Jinadu, Yinka A.	25,000.00
99-CV-0559	Armond, Tukila	25,000.00
99-CV-0560	Arriaga, Derrick	3,675.29
99-CV-0561	Bowman, Patrick	25,000.00
99-CV-0565	Eskridge, Nanette	3,670.93
99-CV-0566	Gustafson, Glenda R.	3,000.00
99-CV-0569	Landingham, Mark A., Sr.	425.98
99-CV-0571	Nystrom, Linda & Ruth	25,000.00
99-CV-0574	Walker, Joe	8,574.91
99-CV-0575	Gibson, Mary	Denied
99-CV-0576	Campos, William R.	5,322.31
99-CV-0577	Cavazos, Cynthia	170.00
99-CV-0578	Expose, Dianne	5,735.00
99-CV-0579	Graham, Michael	12,024.15
99-CV-0580	Hilgenberg, Leigh G.	Denied
99-CV-0581	Hiller, Catherine A.	6,840.74
99-CV-0582	Jernigan, Clara	3,000.00
99-CV-0583	Perez, Fred	2,077.74
99-CV-0584	Mitchell, Charles J.	732.50
99-CV-0587	Mazzocchi, Anthony E.	3,000.00
99-CV-0589	Terrazas, Nasario	25,000.00
99-CV-0592	King, Fernando	25,000.00
99-CV-0593	Miller, Charles D.	Denied
99-CV-0594	Perez, Jose	13,314.04
99-CV-0595	Rhivers, Tyrone, Jr.	25,000.00
99-CV-0596	Schine, Lois	45.45
99-CV-0597	Sutter, Creighton	736.29
99-CV-0600	Anderson, Nancy	3,000.00
99-CV-0601	Bell, David S.	1,332.86
99-CV-0602	Corioz, Carmelo, Jr.	25,000.00
99-CV-0603	Covington, Regina	Denied
99-CV-0604	Davidson-Henry, Loretta L.	134.30
99-CV-0606	Frank, Judy	2,808.28
99-CV-0607	Gonzalez, Arturo	Denied
99-CV-0609	Hogan, Lavoris	6,956.67

99-CV-0610	Johnson, Sarah Lee	27,000.00
99-CV-0612	Pearson, Mary	3,000.00
99-CV-0616	Saldana, Miguel	Denied
99-CV-0617	Spence, Margie	4,864.00
99-CV-0618	Taylor, Melvina	350.00
99-CV-0619	Trimble, Orlando	Denied
99-CV-0620	Triplett, Pamela M.	3,000.00
99-CV-0621	Wilson, Richard	24,712.43
99-CV-0627	Bennett, Cherylene	246.50
99-CV-0628	Burnett, Ida	3,909.82
99-CV-0630	Hedrick, Darlene D.	2,713.87
99-CV-0633	Lopez, Jose	1,220.00
99-CV-0634	Morris, Lillian	Denied
99-CV-0635	Parker, Alicia	1,433.75
99-CV-0637	Washington, James D.	Denied
99-CV-0638	Adefiwitan, Adewunmi A.	2,381.40
99-CV-0640	Burke, Richard E.	2,850.69
99-CV-0641	Hough, Laron	27,000.00
99-CV-0642	Morton, Laura	2,013.07
99-CV-0643	Rouse, Anna	Denied
99-CV-0644	Singleton, Elmer E.	23,439.93
99-CV-0645	Vonneedo, Diane	Denied
99-CV-0646	Wilkerson, Ross	25,000.00
99-CV-0647	Bailey, Constance	Denied
99-CV-0648	Rotondo, Margaret M.	8,701.94
99-CV-0650	Brown, Pamela D.	3,000.00
99-CV-0652	Eccardt, Michael	7,554.34
99-CV-0654	Green, Nicole	2,544.24
99-CV-0656	Hughes, Norma	25,000.00
99-CV-0658	Johnson, Thwayne	25,000.00
99-CV-0659	Kujawa, Joseph	25,000.00
99-CV-0660	Martin, Adam	20,572.00
99-CV-0663	Pedvin, Stephen	2,636.82
99-CV-0664	Rogers, Deon	12,398.11
99-CV-0666	Whetstone, Donald P.	1,011.50
99-CV-0667	Whetstone, Donald P.	246.50
99-CV-0669	Cornejo, Jesus	1,392.00
99-CV-0670	Duniecka, Krystyna	140.04
99-CV-0672	Hasanon, Maria	Dismissed
99-CV-0673	Holmes, Dwayne M.	286.08
99-CV-0674	Mazur, Joann	7,169.75

99-CV-0675	Muniz, Uni	3,246.00
99-CV-0676	McGee, Lamar	Denied
99-CV-0677	Williams, Deanna & Richmond, Andrew	3,000.00
99-CV-0678	Saucier, Christine	1,448.40
99-CV-0679	Williams, Richard	Denied
99-CV-0680	Adamore, Bernice	2,310.00
99-CV-0681	Brown, Justin	8,482.00
99-CV-0682	Burchell, Steve	13,555.30
99-CV-0684	Caldwell, Kim	Denied
99-CV-0685	Droney, Michael D.	27,000.00
99-CV-0686	Feit, Rich	185.00
99-CV-0687	Garrett, Alex	24,170.00
99-CV-0690	Jackson, Phyllis A.	272.70
99-CV-0693	Meger, James T.	2,910.99
99-CV-0695	Ocasio, Frances	1,740.20
99-CV-0697	Townes, Shatrice J. & Rosie	27,000.00
99-CV-0700	Johnson, Delores	5,057.05
99-CV-0701	Deets, Thomas A.	2,258.06
99-CV-0702	Gavin, Oliver	510.80
99-CV-0704	Hudson, Mary & Carter, Mozell	20,437.18
99-CV-0705	Johnson, Lamar	Denied
99-CV-0707	Kelly, Kevin M.	1,963.00
99-CV-0710	Poole, Tanisha	783.00
99-CV-0711	Simmons, Veda	25,000.00
99-CV-0712	Alvarado, Jennifer L.	113.52
99-CV-0713	Blake, Erving S.	1,800.00
99-CV-0714	Bowers, Stephanie A.	832.00
99-CV-0716	Bui, Ngocdung	25,000.00
99-CV-0717	Burgoa, Ernestine	2,983.92
99-CV-0718	Bursik, Gina	Reconsidered Dismissal
99-CV-0721	Conley, Kim	885.63
99-CV-0722	Cook, Pamela L.	2,500.00
99-CV-0724	Duarte, Gloria	11,307.91
99-CV-0725	Greene, Leon, Jr.	Denied
99-CV-0726	Greene, Leon, Jr.	Denied
99-CV-0727	Gutierrez, Alex	25,000.00
99-CV-0728	Hassan, Erica	11,012.37
99-CV-0730	Jirsa, Kathryn M.	Denied
99-CV-0731	Miller, Fred L.	Denied
99-CV-0732	Risby, Jennifer R.	569.51
99-CV-0734	Sandoval, Jesus	Denied

99-CV-0735	Stafford, Patricia H. & Franklin, Tamara & McCamury, Jerre A.	5,000.00
99-CV-0736	Sturdivant, Charles	16,350.00
99-CV-0737	Taylor, Effie	Reconsidered Dismissal
99-CV-0738	Vaisvilas, Sandra J.	451.15
99-CV-0739	Brown, Damon L.	1,557.70
99-CV-0740	Jackson, John L.	8,565.54
99-CV-0742	Sharp, James	25,000.00
99-CV-0745	Miller, Eric	15,062.85
99-CV-0746	Folie, Andre D.	18,499.82
99-CV-0747	Holloway, Gary	27,000.00
99-CV-0751	Mora, Sheryl	Denied
99-CV-0752	Olcott, James W.	187.20
99-CV-0753	Patel, Bharati	250.62
99-CV-0754	Rowsey, Rodney	536.86
99-CV-0755	Simmons, Eddie Jean	1,673.00
99-CV-0756	Toliver, Shantae	Reconsidered Denial
99-CV-0758	Anderson, Deborah	2,000.00
99-CV-0759	Arce, David C.	Reconsidered Denial
99-CV-0760	Dierking, Karen A.	682.62
99-CV-0762	Jones, Lorretta I.	1,819.00
99-CV-0764	Morgan, Sara	173.30
99-CV-0765	Pierce, Darnell, Sr.	670.62
99-CV-0766	Rachid, Chami	7,008.50
99-CV-0767	Rivera, Lydia	5,000.00
99-CV-0770	Smith, Troy	25,000.00
99-CV-0772	Tullos, Barbara	4,558.89
99-CV-0773	Varela, Juana	3,000.00
99-CV-0774	Vasquez, Audelia	5,000.00
99-CV-0776	Bell, Isabell	3,000.00
99-CV-0777	Branch, Theo	25,000.00
99-CV-0778	Delon, Miguel	1,135.00
99-CV-0779	Earl, Stephanie K.	904.05
99-CV-0782	Jenkins, Larry	8,589.13
99-CV-0785	Poe, Gary	22,652.26
99-CV-0786	Redmond, Jerry	1,026.47
99-CV-0787	Rohan, Andrew J.	Denied
99-CV-0788	Slagle, Eileen	Denied
99-CV-0790	Wictrzykowski, Roberta	599.56
99-CV-0791	Jarvis, Marilyn S.	295.65
99-CV-0792	Johnson, Angie & Betty	27,000.00

99-CV-0794	Lara, Javier	25,000.00
99-CV-0798	Rodriguez, Valentine	9,102.03
99-CV-0801	Velazquez, Paulino	Denied
99-CV-0802	Williams, Gregory	159.44
99-CV-0803	Strickland, Kathy	3,000.00
99-CV-0804	Barajas, Jose & Santibanez, Susana	24,750.98
99-CV-0805	Craig, Tonette	Denied
99-CV-0806	Frackowiak, Sophia	Denied
99-CV-0807	Griffin, Katherine A.	1,349.20
99-CV-0809	Hampton, Lionel	27,000.00
99-CV-0810	Hayes, Tom	Denied
99-CV-0812	Irizarry, Albert	1,231.83
99-CV-0813	Jeffries, Lawrence	Reconsidered Dismissal
99-CV-0814	Jennings, Steven L.	11,411.56
99-CV-0815	Kim, Byoung Joon	1,050.86
99-CV-0816	Orozco, Maria	21,682.70
99-CV-0817	Rojo, Misty Veronica	3,872.11
99-CV-0818	Tyler, Tony	940.50
99-CV-0820	Foley, Mary M.	15,540.00
99-CV-0821	Allen, Antonio	18,820.27
99-CV-0822	Alvarez, Darian	7,974.72
99-CV-0825	Dean, Nellie	2,560.00
99-CV-0827	Gresham, Lolita Harris	Denied
99-CV-0828	Beal, Tyara C. & Hunt, Phyllis	4,961.05
99-CV-0829	Johnson, Bridgette	3,474.00
99-CV-0830	Longmire, Thomas	23,471.94
99-CV-0833	Pena, Julio	95.45
99-CV-0834	Thomas, Gayla	Denied
99-CV-0835	Tyner, Zachary	9,754.82
99-CV-0836	Campbell, Aurphy	1,957.48
99-CV-0837	Carmichael, Mattie M.	27,000.00
99-CV-0841	Evans, Matthew J.	2,043.62
99-CV-0843	Fox, Edwin	1,967.10
99-CV-0844	Gibbs, Timothy	3,160.75
99-CV-0845	Gonzalez, Carmen I.	3,000.00
99-CV-0846	Haney, Kimberli J.	27,000.00
99-CV-0849	Scott, Stephen M.	1,021.95
99-CV-0850	Jones, Robert L.	632.00
99-CV-0851	MacMurdo, Chris	24,467.96
99-CV-0852	Nicholas, Myron	12,930.14
99-CV-0853	Sims, Andre	Denied

99-CV-0854	Thompson, Nigary & Coats, Ruther Mae	3,000.00
99-CV-0855	Turner, Huwite D., Jr.	53.50
99-CV-0856	White, Cerether L.	Reconsidered Denial
99-CV-0860	Aka, Funmi M.	1,179.82
99-CV-0861	Alabi, Olia	25,000.00
99-CV-0862	Benedict, Gary	11,440.44
99-CV-0863	Broom, Douglas	26,061.66
99-CV-0864	Christmon, Le Quita	27,000.00
99-CV-0865	Crumpton, Antrone	5,117.71
99-CV-0866	Fisher, La Shawn	7,644.77
99-CV-0867	Flood, Joan	3,000.00
99-CV-0870	Johnson, Ada Lee	4,479.98
99-CV-0871	Johnson, Janet	25,000.00
99-CV-0872	Nailon, Ray	21,185.24
99-CV-0873	Koleski, Alan A.	Reconsidered Denial
99-CV-0874	Lenoir, Roosevelt	706.89
99-CV-0875	Macklin, Richard D.	4,869.25
99-CV-0876	Mendoza, Thomas, Jr.	24,893.00
99-CV-0877	Obermeier, Chris	2,161.35
99-CV-0878	Pennella, Frances A.	4,799.95
99-CV-0880	Sandridge, Phyllis	229.85
99-CV-0881	Sharp, Ernest A.	9,033.20
99-CV-0883	Trover, Angela	876.41
99-CV-0884	Timmermeier, Raymond C.	Denied
99-CV-0885	Walker, Quentin	7,974.50
99-CV-0886	Adorno, Leroy	12,106.88
99-CV-0887	Cuellar, Rafael	367.00
99-CV-0888	DeJesus, Gloria	12,190.00
99-CV-0890	Mason, John	12,352.18
99-CV-0893	Sullivan, Alesia	11,447.75
99-CV-0894	Rojas, Armando	9,351.30
99-CV-0895	Williams, Deleco	5,400.00
99-CV-0897	Anderson, Ronald	Denied
99-CV-0898	Ayala, Miriam	27,000.00
99-CV-0899	Bassett, Timothy	2,626.15
99-CV-0900	Bassett, Timothy	2,761.30
99-CV-0902	Beasley, Londale	3,033.28
99-CV-0903	Buffkin, Deveer	5,502.00
99-CV-0904	Corniel, Steef	13,975.72
99-CV-0905	Cota, Fernando O.	Reconsidered Denial
99-CV-0906	Daughrity, Paul	3,931.98

99-CV-0907	Dean, David R.	3,815.43
99-CV-0908	Diaz, Angel	27,000.00
99-CV-0909	Johnson, Claudia	3,018.01
99-CV-0910	Key, Michael	3,624.41
99-CV-0911	Jones, Ruby	2,672.26
99-CV-0912	Lawson, Gerome	Denied
99-CV-0913	Lockhart, Eloise	4,393.50
99-CV-0914	Miller, Mattie	3,000.00
99-CV-0916	Mitchell, Albert	2,250.34
99-CV-0917	Mitchem, Debra K.	871.20
99-CV-0918	Moreno, Saul	Reconsidered Denial
99-CV-0919	Newman, Corey	12,255.04
99-CV-0920	Padilla, Jeffrey	753.01
99-CV-0922	Rivera, Cesar	5,211.69
99-CV-0923	Rodriguez, Jenny R.	246.00
99-CV-0924	Rodriguez, Jenny R.	669.85
99-CV-0925	Sargent, Derrick L.	27,000.00
99-CV-0926	Sargent, Derrick L.	Denied
99-CV-0927	South, Jay D.	7,317.76
99-CV-0929	Williams, Katrice	3,110.88
99-CV-0930	Wing, Karen D.	1,503.75
99-CV-0932	Bady, Damion	26,999.88
99-CV-0933	Bateman, Robin	4,620.94
99-CV-0934	Davis, Glenda	Denied
99-CV-0935	Davis, Melinda	3,331.96
99-CV-0936	Davison, La Frances	1,959.55
99-CV-0937	Early, Eva M.	Denied
99-CV-0940	McMath, Louise	3,000.00
99-CV-0941	Pfaender, Linda Kay	1,620.35
99-CV-0942	Riback, Barry H.	Reconsidered Denial
99-CV-0943	Taylor, Roland	9,540.32
99-CV-0944	Bell, Robert J.	2,210.14
99-CV-0945	Collins, Willie	27,000.00
99-CV-0946	Conley, Devon	25,000.00
99-CV-0947	Goins, Linda Ann	Denied
99-CV-0948	Hawkins, Anthony	4,421.83
99-CV-0949	McCall, Willie	5,764.24
99-CV-0950	Manuel, Regina L.	Denied
99-CV-0952	Patterson, Michelle	90.90
99-CV-0953	Perales, Liza M.	4,988.43
99-CV-0954	Powell, James C.	2,463.26

99-CV-0955	Rush, Jason	16,755.07
99-CV-0956	Stegman, James M.	7,169.34
99-CV-0957	Wieczorek, John	9,011.00
99-CV-0958	Willis, Marlin	17,348.28
99-CV-0960	Arroyo, Pablo	25,000.00
99-CV-0962	Bailey, Katherine Y. & Baker, Cassandra	3,354.75
99-CV-0963	Brake, Adam	Reconsidered Denial
99-CV-0964	Burris, Anthony	21,650.08
99-CV-0966	Casteneda, Richard	25,000.00
99-CV-0968	Chairs, Andre	25,000.00
99-CV-0969	Cummings, Dwayne	20,049.50
99-CV-0970	Davidson, Samuel	Denied
99-CV-0972	Davis, Roy	35.00
99-CV-0973	Echols, John	9,863.62
99-CV-0974	Ford, Michael	2,437.40
99-CV-0975	Gomez, Ben	6,252.83
99-CV-0976	Hamilton, Alfred A.	1,633.00
99-CV-0977	Janeczek, Anna	Denied
99-CV-0980	Poe, Rosia	Reconsidered Denial
99-CV-0981	Raddle, Lena	1,335.00
99-CV-0982	Robertson, Melissa	3,362.64
99-CV-0983	Rodriguez, Raul	25,000.00
99-CV-0985	Waye, Teresa Miller	200.00
99-CV-0986	Waye, Teresa Miller	136.35
99-CV-0987	Lindsey, Ollie, Jr.	27,000.00
99-CV-0989	Williams, Leslye	Denied
99-CV-0990	Williams, Yolanda	Denied
99-CV-0991	Willis, Vera & Catherine	27,000.00
99-CV-0992	Wilson, Kimberly	558.80
99-CV-0993	Diaz, Ricky	Denied
99-CV-0994	Lee, Patricia A.	Denied
99-CV-0997	Barrera, Petra	1,590.16
99-CV-0998	Battle, Anita I.	577.89
99-CV-1000	Connor, Barbara	Denied
99-CV-1001	Del Raso, Jose A.	1,807.90
99-CV-1003	Holloway, Delores	3,000.00
99-CV-1004	Jones, Todd	2,934.50
99-CV-1005	Jordan, Lavelle	Denied
99-CV-1006	Means, Franceil	5,000.00
99-CV-1007	McCormick, Robert	17,602.17
99-CV-1008	Rhenborg, Randall	11,225.25

99-CV-1009	Riley, Lura B.	Reconsidered Denial
99-CV-1010	Rule, David E.	19,959.00
99-CV-1012	Bennett, James Ray & James	Denied
99-CV-1013	Bohorquez, Raquel	1,056.25
99-CV-1015	Gordon-Dixon, Mary A.	3,000.00
99-CV-1016	Henderson, Helen	Reconsidered Denial
99-CV-1018	Mendoza, Luis	5,918.46
99-CV-1019	Miller, Anne	9,982.70
99-CV-1020	Rice, Eddie Sue	3,000.00
99-CV-1021	Rodriguez, Jorge	17,390.80
99-CV-1022	Troyer, Lee J.	811.04
99-CV-1023	Frazier, Ruby J.	Denied
99-CV-1024	Lucotti, Katherine	4,488.41
99-CV-1025	Lucotti, Katherine	440.00
99-CV-1027	Adams, Irene D.	Denied
99-CV-1031	Carlson, Sherri L.	4,924.26
99-CV-1032	Carter, Taza	710.79
99-CV-1033	Clark, Anthony	2,087.25
99-CV-1034	Crockett, La Una	5,000.00
99-CV-1037	Fezatte, Alice	594.11
99-CV-1039	Gates, Timothy	24,465.13
99-CV-1040	Gathercoal, Theresa M.	2,583.98
99-CV-1041	Hill, Willie	10,106.73
99-CV-1043	Miranda, Maria	Denied
99-CV-1044	Mondragon, Margarita	Denied
99-CV-1047	Pina, Elizabeth	7,841.05
99-CV-1048	Riley, David L.	Reconsidered Denial
99-CV-1050	Seamster, Dorothy	3,063.44
99-CV-1051	Soria, Juan	25,000.00
99-CV-1052	Thompson, Gloria	3,000.00
99-CV-1053	Triplett, Rulenska M.	Reconsidered Denial
99-CV-1054	Tyeptanar, Victor	2,872.59
99-CV-1055	Williams, Lisa	1,120.17
99-CV-1056	Elem, Gracie	3,000.00
99-CV-1057	Boone, Glenn	Denied
99-CV-1058	Davidson, Douglas P.	1,459.53
99-CV-1059	Robinson, Donyell	9,022.35
99-CV-1060	Dunning, Veronica	4,642.66
99-CV-1062	Harris, Taneshia	100.15
99-CV-1063	Koscicki, Walter	25,000.00
99-CV-1064	Ramirez, Martha	19,473.55

99-CV-1065	Richardson, Morris, III	3,232.40
99-CV-1066	Schardan, Tammy S.	1,308.85
99-CV-1067	Shaw, La Donna	Denied
99-CV-1068	Shepherd, Katherine M.	25,000.00
99-CV-1069	Vestal, John	11,458.47
99-CV-1070	Walker, Kathryn T. & Fletcher, Chandra	5,000.00
99-CV-1072	Webb, Anastasia	6,577.84
99-CV-1073	Ibarra, Ignacio	404.00
99-CV-1074	Ihmoud, Jamal	330.00
99-CV-1076	Roberts, Gerthie	2,588.54
99-CV-1077	Shepherd, Danielle B.	635.30
99-CV-1078	Thomas, Levi C.	1,941.89
99-CV-1080	Viera, Sandra	2,265.00
99-CV-1083	Pearson, LaVerne M.	3,000.00
99-CV-1084	Willis, Jeanette	3,375.79
99-CV-1085	Allen, Jyatayn R.	Denied
99-CV-1086	Andrews, Otis L.	7,045.45
99-CV-1088	Buckley, Marcus	Reconsidered Denial
99-CV-1089	Castro, Martin	66.00
99-CV-1090	Chung, Hai	Denied
99-CV-1091	Davis, Cubie	495.00
99-CV-1092	Deering, Thomas	Denied
99-CV-1093	Eison, James E.	6,019.13
99-CV-1095	Gayles, Jerome	Denied
99-CV-1096	Glenn, Joyce & Hatter, Mildred	4,918.00
99-CV-1097	Hood, Barry	2,608.47
99-CV-1101	Knight, Kerri L.	116.79
99-CV-1102	Midderhoff, Sylvia	4,756.88
99-CV-1103	Mister, Pierre	6,272.17
99-CV-1104	North, Janice	10,518.82
99-CV-1105	Owens, Anthony	10,328.00
99-CV-1106	Pennington, Rosie	4,048.50
99-CV-1107	Ratiff, Antwon	263.00
99-CV-1110	Rucker, Yvette A.	Denied
99-CV-1117	Stubblefield, Bryan	18,608.85
99-CV-1118	Terrazas, Armando	25,000.00
99-CV-1119	Zentgraf, Anna Will	6,846.85
99-CV-1120	Day, Luella	3,000.00
99-CV-1121	Love, Lela	3,000.00
99-CV-1122	McClinic, Nakia	6,245.25
99-CV-1123	Terrell, Ann	710.04

99-CV-1124	Clemons, Elaine	824.00
99-CV-1125	Anderson, Rachel L.	641.00
99-CV-1126	Archer, Jason	9,903.04
99-CV-1127	Bailey, Carol L.	Denied
99-CV-1128	Singh, Balbir	18.00
99-CV-1129	Beaureguard, Charlotte	757.40
99-CV-1130	Brems, Kristina	22.90
99-CV-1132	Brown, Clyde E.	123.50
99-CV-1133	Christmas, Jacqueline	5,000.00
99-CV-1135	Davis, Jewell	Denied
99-CV-1136	Gonzalez, Carlos	Denied
99-CV-1137	Grigsby, David	Denied
99-CV-1138	Hines, Anthony	27,000.00
99-CV-1141	Johnson, Johnny	Denied
99-CV-1142	King, Christopher	1,594.80
99-CV-1143	Manuel, Stephanie E.	331.15
99-CV-1144	Martin, Claudia A. Ivory	3,575.00
99-CV-1145	Martin, Felicia	425.79
99-CV-1146	Montoya, Braulio	27,000.00
99-CV-1147	Nichols, Joyce A.	204.90
99-CV-1149	Sams, Tina	551.00
99-CV-1150	Winters-Denton, Sylvia M.	27,000.00
99-CV-1151	Earl, Charles E.	73.15
99-CV-1152	Jones, Gwendolyn	1,082.50
99-CV-1153	Camacho, Carlota	149.00
99-CV-1154	Cheek, Brian K.	Denied
99-CV-1156	Dixon, Darryl	3,230.88
99-CV-1157	Jauregui, Ralph	423.52
99-CV-1158	Martin, Brenda Thigpen	Reconsidered Dismissal
99-CV-1159	Pace, Moudessie	Denied
99-CV-1160	Pratt, Sharon	Denied
99-CV-1161	Ranson, Mary J. & Binion, Tamala	5,000.00
99-CV-1163	Robinson, Willie	10,982.01
99-CV-1165	Stewart, Jeffrey	4,307.31
99-CV-1166	Walls, Jacquelyn	2,904.99
99-CV-1167	Bicanin, Mijajle	481.83
99-CV-1168	Boor, Cassandra	431.48
99-CV-1170	Colman, John E.	25,000.00
99-CV-1172	Davis, Tyrone	25,000.00
99-CV-1173	Delgado, Alejandro	2,100.77
99-CV-1174	Fields, Raygene	9,465.67

99-CV-1176	Goins, Linda Ann	Denied
99-CV-1177	Graham, Marguerita	682.30
99-CV-1178	Harris, Leroy	2,300.00
99-CV-1179	Hopkins, Sherrice	928.78
99-CV-1180	Hunt, Ralph G.	10,324.37
99-CV-1181	Kiani, Sohail A.	2,423.46
99-CV-1182	Merlos, Mauricio	Denied
99-CV-1183	Moore, Gladys	3,000.00
99-CV-1184	Myart, Ruth	438.78
99-CV-1186	Poulaki, Colleen	3,000.00
99-CV-1188	Rose, Donna	4,169.94
99-CV-1190	Shelton, Brenda	Denied
99-CV-1192	Stewart, Kim & Helen	3,745.96
99-CV-1193	Talbert, Kathy A.	25,000.00
99-CV-1195	White, Nahaas	11,500.00
99-CV-1196	Williams, Antwian	14,837.51
99-CV-1197	Maravilla, Emma	2,585.99
99-CV-1199	Shaw, Shirley L.	Denied
99-CV-1200	Bailey, Darris	25,000.00
99-CV-1203	Curtis, Roxanne M.	988.15
99-CV-1204	Evans, Linda J.	1,324.50
99-CV-1205	Green, Victoria M.	27,000.00
99-CV-1206	Guzman, Manuel	25,722.57
99-CV-1207	Harvey-Davis, Mary	3,452.80
99-CV-1208	Holmes, Mendel	12,757.61
99-CV-1210	King, Rodney A.	322.06
99-CV-1212	Mansour, Saad F.	1,108.50
99-CV-1213	Phan, Son	2,900.89
99-CV-1214	Pineda, Paulina	Denied
99-CV-1215	Sanchez, Jose a/k/a Juan Sanchez	21,845.29
99-CV-1216	Smith, Denina	4,930.70
99-CV-1217	Steward, William	12,581.45
99-CV-1218	Turner, Anita M.	380.60
99-CV-1219	Vo, Cuong Viet	Denied
99-CV-1220	Wheatley, David	2,650.57
99-CV-1223	Baity, Claudine R.	2,572.00
99-CV-1224	Bielser, Stephen D.	Denied
99-CV-1226	Dumitrescu, George	1,113.20
99-CV-1227	Dosier, Viola M.	Denied
99-CV-1228	Guillen, Hector	7,270.68
99-CV-1229	Harris, Antwon	15,140.26

99-CV-1230	Hawkins, Yvette	Denied
99-CV-1233	Holtz, Mary	571.04
99-CV-1237	Lucas, Jeffrey L.	1,196.00
99-CV-1238	Madden, Shevon J.	Denied
99-CV-1239	Madden, Shevon J.	89.50
99-CV-1240	Madden, Shevon J.	169.90
99-CV-1242	McKissick, Elsie	3,820.79
99-CV-1244	Roberts, Aletrice	Denied
99-CV-1246	Robertson, Marlon L.	10,916.80
99-CV-1251	Walton, J. T.	1,914.71
99-CV-1252	Wilson, Anthony	Dismissed
99-CV-1254	Whittaker, Jamie S.	408.10
99-CV-1255	Weingart, Wanda	405.50
99-CV-1256	Strickland, Alice	3,000.00
99-CV-1257	Dorsey, Luevenia	Reconsidered Dismissal
99-CV-1258	Bushur, Jeremy P.	15,747.82
99-CV-1259	Carter, James A.	Denied
99-CV-1260	Cherry, Cynthia A.	240.20
99-CV-1261	Cooper, Minnie L.	3,000.00
99-CV-1262	Delgadillo, Juan	476.00
99-CV-1263	Dyson, Brian	25,000.00
99-CV-1264	Horne, Charles K.	Denied
99-CV-1265	Harris, Stella & Townsend, Tameca	3,000.00
99-CV-1267	Lee, T. Michael	11,300.94
99-CV-1269	Lomax, Belinda Manning	Denied
99-CV-1270	Martin, Vernell	22,310.45
99-CV-1271	Miller, Johnathan	3,955.95
99-CV-1272	Perry, Lonnie	Dismissed
99-CV-1274	Sisson, Dionyus	8,333.25
99-CV-1275	Muaid, Al-Hussaini	Denied
99-CV-1277	Smith, Micki D.	Denied
99-CV-1278	Stepp, Billy	171.95
99-CV-1279	Williams, Aaron	25,000.00
99-CV-1280	Williams, Frederick	3,990.48
99-CV-1281	Blaney, Todd, Jr.	25,000.00
99-CV-1282	Blue, Brenda	5,000.00
99-CV-1284	Callies, Gary	Denied
99-CV-1285	Collins, Candas	27,000.00
99-CV-1286	Garcia, Juan, Jr.	5,505.40
99-CV-1287	Gardner, Germaine	Dismissed
99-CV-1288	Granberry, Tiffany M. & Brown, Gloria	18,312.24

99-CV-1289	Green, Mark	16,896.67
99-CV-1290	Griffin, Laura	4,326.36
99-CV-1291	Harris, Dorothy	3,023.00
99-CV-1292	Hill, Gloria M.	2,194.12
99-CV-1294	Jones, Rayvon	2,944.34
99-CV-1295	Katz, Claude A.	15,992.53
99-CV-1296	Kelly, Lisa Ann	Reconsidered Dismissal
99-CV-1297	Kramer, Robert J.	3,204.05
99-CV-1298	Leach, Dierdre	27,000.00
99-CV-1300	Muhammad, Shahidah	5,000.00
99-CV-1301	Patterson, Joann	5,000.00
99-CV-1302	Perez, Jose	250.00
99-CV-1304	Polk, Angela	Denied
99-CV-1305	Provo, Jennette L.	1,458.70
99-CV-1306	Richardson, Diane	Denied
99-CV-1307	Richardson, Golden	437.00
99-CV-1308	Risper, Dinah	Denied
99-CV-1309	Scott, Lue Ella	3,000.00
99-CV-1311	Taylor, Marcus	27,000.30
99-CV-1312	Tousley, Randy	520.76
99-CV-1313	Warling, Sonia	Denied
99-CV-1314	Wells, Maurice	27,000.00
99-CV-1315	Young, Stephen	5,230.00
99-CV-1316	Hughes, Florence	3,000.00
99-CV-1317	Smith, Ida	2,723.80
99-CV-1318	Woods, Bruce	9,685.84
99-CV-1319	Steps, Celestine	Denied
99-CV-1320	Alvarado, Arturo	27,000.00
99-CV-1322	Benoit, Jim S.	6,013.25
99-CV-1323	Brown, Angelique	340.00
99-CV-1324	Brown, Angelique & Christopher & Cannon, Lonnie	5,000.00
99-CV-1325	Capek, Jeff	30.80
99-CV-1326	Carreno, Jaime	17,837.00
99-CV-1327	Cepican, Carol	556.00
99-CV-1328	Conner, Daniel T.	19,662.95
99-CV-1329	Dragoljub, Dordevic	27,000.00
99-CV-1331	Klyber, Adam	6,749.00
99-CV-1333	Hammers, Terryl H.	Dismissed
99-CV-1334	Hernandez, Rachel M.	3,000.00
99-CV-1335	Hernandez, Rachel M.	3,000.00

99-CV-1336	Khalil, Imad	746.00
99-CV-1337	Konderski, Lech M.	1,967.00
99-CV-1338	Lehan, George W.	107.25
99-CV-1339	Lewis, Herbert A., Jr.	16,420.71
99-CV-1340	Magouirk, Mark	8,674.32
99-CV-1341	Maldonado, Miguel	27,000.00
99-CV-1342	Mazzotti, Marge B.	6,712.00
99-CV-1343	Morales, Raimunda	3,893.00
99-CV-1344	Myles, Ronnie	21,345.12
99-CV-1345	Najera, Pedro	27,000.00
99-CV-1346	Palmer, Michael Jonathan	5,626.31
99-CV-1347	Parker, Corey	4,439.35
99-CV-1349	Patino, Rosa	Reconsidered Denial
99-CV-1351	Poole, Larry	25,000.00
99-CV-1352	Quintero, Fernando	7,696.51
99-CV-1353	Restrepo, Veronica	25,000.00
99-CV-1354	Rottman, Timothy J.	2,053.04
99-CV-1356	Sibley, Brenda B.	2,814.55
99-CV-1357	Sullivan, Raymond K.	4,117.92
99-CV-1358	Talton, Kyle J.	354.50
99-CV-1359	Walker, Leon	4,607.19
99-CV-1360	Walker, Vera	55.00
99-CV-1361	Webster, David M.	25,000.00
99-CV-1362	Dailey, Ella	387.80
99-CV-1364	Barajas, Ismael, Sr.	17,856.23
99-CV-1365	Belford, Cynthia Eftink	72.51
99-CV-1366	Bell, Robert E.	1,800.00
99-CV-1367	Bonomo, Elisa	3,000.00
99-CV-1368	Boxleiter, John W.	6,000.00
99-CV-1369	Cooper, Alfred S.	Denied
99-CV-1370	Cortez, Pete	27,000.00
99-CV-1371	Ell, Dion	8,609.92
99-CV-1372	Fitts, Curtis	777.20
99-CV-1373	Fitts, Ethel L.	582.90
99-CV-1374	Haas, Terry	Denied
99-CV-1376	Jones, Andre	2,932.54
99-CV-1377	Jones, Marietta	3,000.00
99-CV-1378	Long, Leon	4,893.32
99-CV-1379	Luces, Alberto	Denied
99-CV-1380	Madison, D. L.	Denied
99-CV-1381	Manuel, James	Denied

99-CV-1382	Nichols, Reggie	Denied
99-CV-1384	Rivera, Belen & Ruiz, Ana	25,000.00
99-CV-1385	Samuels, Gary	8,323.64
99-CV-1386	Stamps, Mary	3,000.00
99-CV-1387	Tavares, D. Dorene	Denied
99-CV-1388	Turner, Tremell	15,186.39
99-CV-1389	Vorberg, Sandra	12,854.20
99-CV-1390	Wade, Ethel & Janice	4,643.00
99-CV-1391	Williams, Levone	1,904.26
99-CV-1395	Cartagena, Angel	2,102.84
99-CV-1397	Fultz, Belma	Denied
99-CV-1398	Godinez, John & Cheryl	27,000.00
99-CV-1399	Hudson, Maggie	469.25
99-CV-1400	Wilson, Cheryl Hull	3,283.29
99-CV-1402	Lowe, Autress	27,000.00
99-CV-1403	Montgomery, Le Pize	5,000.00
99-CV-1404	Morton, Raelene J.	Denied
99-CV-1405	Baturin, Theresa	81.10
99-CV-1406	Brinkley, A. C.	3,165.00
99-CV-1407	Crayton, Patricia Jordan	4,652.17
99-CV-1408	Garcia, Juan	8,483.10
99-CV-1409	Gladney, Judy M.	8,570.50
99-CV-1410	Gray, Jacqueline A.	Denied
99-CV-1411	Herington, Kimberly A.	Denied
99-CV-1412	Myers, Tyre	Denied
99-CV-1414	Poulaki, Jim	4,906.00
99-CV-1415	Ruff, Katrina	3,200.00
99-CV-1416	Storey, Shirley	Denied
99-CV-1418	Brown, Mable	1,409.13
99-CV-1419	Perez, Sergio	504.00
99-CV-1420	Green, Curtis	504.00
99-CV-1421	Rawlings, Rose & Lagalante, Angeline	5,000.00
99-CV-1423	Seals, Cassandra	Denied
99-CV-1424	Weston, Dayatra L.	1,471.05
99-CV-1425	Woods, Donald	6,027.00
99-CV-1427	Lee, Ronald	25,000.00
99-CV-1428	Lockridge, Jaclyn	Denied
99-CV-1429	Rodriguez, Yvette	5,000.00
99-CV-1430	Savala, David	6,009.50
99-CV-1432	Washington, Eddie	1,042.50
99-CV-1433	Wells, Troy	Denied

99-CV-1434	Wilson, Trina	1,382.00
99-CV-1435	Bailey, Maurice	8,969.40
99-CV-1438	Chalcraft, David L.	7,371.76
99-CV-1439	Gordon, Derrick	12,472.73
99-CV-1440	Green, Andrea	Denied
99-CV-1441	Henley, Rochelle	5,000.00
99-CV-1442	Hollowell, Troy J.	Dismissed
99-CV-1443	Karas, Janusz	1,400.65
99-CV-1444	McSwain, Gilbert	221.05
99-CV-1447	Word, Agnes	3,000.00
99-CV-1448	Dees, Roy	Denied
99-CV-1450	Gonzalez, Maria	859.00
99-CV-1453	Summers, Michael J.	15,037.20
99-CV-1454	Washington, Nathaniel	4,042.60
99-CV-1455	Holcomb, Leanna J.	648.74
99-CV-1456	Alfaro, Miguel	18,880.89
99-CV-1457	Arbertha, David	10,063.37
99-CV-1460	Custodio, Walter a/k/a Ortiz, Walter	2,716.40
99-CV-1461	Garza, Mary Ann	4,550.00
99-CV-1462	Gray, Addie	Denied
99-CV-1463	Hicks, Clarence L., Jr.	3,000.00
99-CV-1464	McDonald, Joseph	16,934.46
99-CV-1465	Murray, Elwith	1,842.88
99-CV-1466	Novit, Arthur	Reconsidered Dismissal
99-CV-1467	Pittman, Donnie	27,000.00
99-CV-1468	Rose, Eddie Alex	454.50
99-CV-1469	Turner, Dianne	57.00
99-CV-1470	Watson, James	10,787.50
99-CV-1471	Winfrey, Viartis	7,594.11
99-CV-1473	Ali, Rashidah	1,633.23
99-CV-1474	Bahena, Jesus	3,569.35
99-CV-1475	Baker, Carole A.	5,000.00
99-CV-1476	Flournoy, Gwendolyn	3,780.50
99-CV-1477	Goins, Sharon	659.48
99-CV-1478	Gust, Jason M.	231.41
99-CV-1480	Haas, Jackie	14,704.10
99-CV-1481	Llanos, Rosa M.	Denied
99-CV-1483	Mandac, Peggy	Denied
99-CV-1484	Marquez, Jose	Denied
99-CV-1485	Montoya, Socorro	518.90
99-CV-1486	MacDougall, Kathleen	50.00

99-CV-1488	Negron, Noemi	4,890.50
99-CV-1489	Reader, Lynda M.	9,532.40
99-CV-1490	Robinson, Angela	Denied
99-CV-1491	Solari, Luz	3,550.00
99-CV-1492	Smith, Gloria	4,294.15
99-CV-1493	Staunton, Douglas K.	2,585.78
99-CV-1494	Wiegele, Lawrence G., Jr.	6,239.50
99-CV-1495	Cross, Gerry M.	990.00
99-CV-1496	Bolden, Linda C. & Thomas, Ronnie V.	3,542.50
99-CV-1497	Chagoya, Jesse	27,000.00
99-CV-1498	Elliott, Dontonio	27,000.00
99-CV-1499	Johnson, Jimmie	4,572.31
99-CV-1500	Moorhe, Frank	3,498.59
99-CV-1501	Patterson, Gilda	5,000.00
99-CV-1502	Phillips, Haywood	797.90
99-CV-1503	Barnes, Raymond & Muriel	1,898.20
99-CV-1504	Belk, Luenetha	905.75
99-CV-1505	Bell, Mary	2,560.00
99-CV-1506	Bullock, Tamika	Denied
99-CV-1507	Cobb, Miosha	Dismissed
99-CV-1508	Coleman, Harold	Denied
99-CV-1509	Craig, Scharon A.	9,263.71
99-CV-1510	Eamon, Gail S.	Denied
99-CV-1511	Fitts, Ethel L.	50.00
99-CV-1512	Ford, Charlesetta	3,000.00
99-CV-1514	Hameed, Rizwan	Denied
99-CV-1515	Hunt, Luther	421.03
99-CV-1516	Jackson, Charlotte G.	Denied
99-CV-1517	King, La Tepha	131.20
99-CV-1520	Montgomery-Scott, Hershell & Scott, Lavetta	Denied
99-CV-1521	McCullum, Keith	Reconsidered Denial
99-CV-1522	McLemore, Julie L.	408.15
99-CV-1523	Rogers, Gregory	Denied
99-CV-1524	Sitinos, Epitasia	220.50
99-CV-1525	Solsol, Jesus A.	1,429.39
99-CV-1526	Thorpe, Michael H., Sr.	Denied
99-CV-1527	Tule, Alma E.	31.32
99-CV-1528	Walter, Penny & Eunice C.	Denied
99-CV-1529	Wright, Russell	Denied
99-CV-1531	Pantoja, Martin Leon	5,053.96
99-CV-1532	Renteria, Sandro	Denied

99-CV-1533	Acosta, Narciso	27,000.00
99-CV-1534	Covarrubias, Arturo	9,943.86
99-CV-1535	Crimaldi, Michail	1,160.93
99-CV-1537	Coakley, Absalom	11,543.00
99-CV-1538	Gorse, Robert	Denied
99-CV-1539	Grant, Wilbert & Hamilton, Lucille	4,182.53
99-CV-1540	Green, Lenora	Denied
99-CV-1541	Gooden, Gregory	Denied
99-CV-1542	Haas, Shayne S.	580.99
99-CV-1543	Hotto, Frederick J., Jr.	275.30
99-CV-1544	Litzsey, Anthony	575.30
99-CV-1545	Mickle, Lisa	4,946.63
99-CV-1547	Moore, Earnestine	5,000.00
99-CV-1549	Rivera, Jaime	27,000.00
99-CV-1550	Rivera, Pedro	25,000.00
99-CV-1551	Rodriguez, Ricardo	1,470.00
99-CV-1552	Santiago, Jose	Denied
99-CV-1553	Rogers, Stanley	2,951.00
99-CV-1554	Stepanek, Lillian	5,316.76
99-CV-1555	Silva, Rene	15,420.20
99-CV-1556	Wartson, Jocephus	Denied
99-CV-1557	Whitman, Brownetta	Denied
99-CV-1558	Williams, Cynarra	1,805.85
99-CV-1559	Williams, Michael	193.60
99-CV-1562	Bradley, Donna R.	5,000.00
99-CV-1564	Bernaugh, Agnes	4,305.00
99-CV-1567	Freeman, Emma	960.49
99-CV-1569	Heidrich, Troy	17,045.48
99-CV-1570	Henderson, Dessazzar	Denied
99-CV-1571	Hunter, Raymond	Denied
99-CV-1572	Majnarich, Kevin	Denied
99-CV-1573	Matkovic, Daniel C.	2,525.06
99-CV-1574	Moore, Garry	3,588.55
99-CV-1575	Ortega, Gregoria	8,403.28
99-CV-1576	Robertson, Joseph	26,077.37
99-CV-1577	Russell, Debra	Denied
99-CV-1578	Senteras, Beverly	968.82
99-CV-1580	Steele, Donald	4,074.09
99-CV-1582	Willman, William G.	25,000.00
99-CV-1584	Armstrong, Marian	Denied
99-CV-1585	Bogusz, Janusz	1,190.25

99-CV-1586	Brand, Linda M.	12,001.10
99-CV-1587	Buck, Michael D.	9,718.63
99-CV-1588	Budach, Patricia D. & Lamb, Delene L.	3,000.00
99-CV-1589	Bustos, Isabel	8,027.00
99-CV-1590	Campos, Pabalo	Denied
99-CV-1592	Clayborne, Henderson	639.50
99-CV-1593	Cruz, Uver G.	Reconsidered Denial
99-CV-1594	Cureton, Rowland	3,416.23
99-CV-1595	Godinez, Jose M.	3,535.51
99-CV-1596	Gonzalez, Patricia G.	4,417.61
99-CV-1597	Gonzalez, Patricia G.	2,350.00
99-CV-1599	Henderson, Fannie Mae	4,667.88
99-CV-1600	Jackson, Deshan	Reconsidered Denial
99-CV-1601	Jenkins, Cathy	4,285.88
99-CV-1602	Junior, Angela	3,180.00
99-CV-1603	McDonald, Claretta	1,500.00
99-CV-1605	Potter, John K.	2,499.48
99-CV-1606	Powell, Joe N.	2,154.50
99-CV-1607	Robb, Donna	Denied
99-CV-1608	Shelton, Jimmie	27,000.00
99-CV-1609	Waters, Louis	27,000.00
99-CV-1610	Williams, Rosalind R.	19,136.32
99-CV-1611	Church, Jessica P.	3,000.00
99-CV-1612	Norals, Clara	3,000.00
99-CV-1613	Baines, Willie	Denied
99-CV-1614	Graham, Thomas	1,850.00
99-CV-1617	McLachlan, Doreen	Denied
99-CV-1620	Padillo, Arnaldo	8,716.62
99-CV-1621	Talley, Michael L.	25,000.00
99-CV-1622	Vertelka, Michael F.	871.67
99-CV-1623	Steinmetz, Chad M.	1,373.95
99-CV-1624	Brown, Emerald H. & Kathleen	27,000.00
99-CV-1626	Boyd, Vertia	5,000.00
99-CV-1627	Diaz, Nicholas, Sr.	53.82
99-CV-1628	Ellis, Scott R.	7,889.35
99-CV-1629	Fenison, Carol D.	3,000.00
99-CV-1630	Harris, Ella	27,000.00
99-CV-1631	Heller, Joe	Denied
99-CV-1633	McKinney, Eric G.	Denied
99-CV-1634	Miller, Marla	5,000.00
99-CV-1635	Teaney, Randy B.	3,547.65

99-CV-1636	Adams, Ursula	1,315.00
99-CV-1637	Alexander, Travis	Denied
99-CV-1639	Bezares, Carmen M.	2,540.00
99-CV-1640	Burns, Jason	885.33
99-CV-1641	Farias, Joseph R., Jr.	1,515.69
99-CV-1642	Geiger, Lorraine	4,000.00
99-CV-1643	Hurtado, Claudia	5,000.00
99-CV-1644	Johnston, John W.	6,265.75
99-CV-1645	Roberts, Shawn	27,000.00
99-CV-1646	Slater, Andre L.	2,437.51
99-CV-1647	Strong, Dandre	25,000.00
99-CV-1648	Townsend, Arleen	1,385.00
99-CV-1649	Rivers, Jacqueline	Reconsidered Denial
99-CV-1651	Acosta, Paul	11,510.92
99-CV-1652	Banks, Diana	2,550.45
99-CV-1653	Drew, Rhonda	Denied
99-CV-1654	Gardner, Charles	1,141.95
99-CV-1655	Hansen, John M.	Denied
99-CV-1656	Harris, Patricia	3,000.00
99-CV-1657	Heart, Bill	4,887.68
99-CV-1658	Jackson, Freddie, Jr.	1,928.00
99-CV-1660	Lo, Thomas	472.20
99-CV-1661	Pavon, David V.	2,408.50
99-CV-1664	Smith, Emma	3,000.00
99-CV-1665	Moss, Charles	335.00
99-CV-1666	Abdo, Rashid	3,800.00
99-CV-1667	Dabney, Michael	9,381.40
99-CV-1668	Gibson, Nicole	Denied
99-CV-1670	Irizarry, Joel	3,845.86
99-CV-1671	Dothard, Cassandra	383.32
99-CV-1672	Leanos, Diana	454.50
99-CV-1673	Lott, Shirley	2,700.00
99-CV-1675	Robinson, Lizzie & Hoy, Mary	3,000.00
99-CV-1677	Sciacca, Daniel A.	5,000.00
99-CV-1678	Sfirnaciuc, Daniel	Reconsidered Denial
99-CV-1679	Singh, Harry N.	870.24
99-CV-1680	Smith, Marguerite	2,500.00
99-CV-1682	Strong, Elaine	383.50
99-CV-1684	Walker, Sandra & Jackson, Tamiko	27,000.00
99-CV-1685	Williams, Tommy	470.00
99-CV-1686	Zawadzka, Laura	2,833.43

99-CV-1687	Cervantes, Ramon S.	Denied
99-CV-1688	Anderson, Billy	4,910.06
99-CV-1689	Chen, Ye Ju	Denied
99-CV-1690	Early, Helen D.	3,000.00
99-CV-1691	McDevitt, Sally J.	251.00
99-CV-1692	Mitchell, Cherrita A.	225.00
99-CV-1693	Radilla, Juan	Denied
99-CV-1694	Reddick, Tyritha Marie	1,436.38
99-CV-1695	Robinson, John	Denied
99-CV-1700	Baker, Kevin R.	3,112.60
99-CV-1701	Boyd, Byron B.	Denied
99-CV-1702	Campos, Jesse	20,664.74
99-CV-1703	Evans, Tubuka	468.00
99-CV-1704	Gray, Roger D.	Dismissed
99-CV-1706	Harbaugh, Stephen	14,461.03
99-CV-1707	Kelly, Christine A.	9,517.12
99-CV-1708	Kennedy, Frank	2,748.30
99-CV-1709	Knight, Carlandus	12,277.89
99-CV-1710	McClellan, Gwennitte	Denied
99-CV-1711	McGilberry, Charles	Denied
99-CV-1712	Phifer, Larry	7,568.24
99-CV-1713	Robinson, Larnell	2,661.40
99-CV-1714	Timmerhoff, Eric M.	6,119.75
99-CV-1715	Vickers, Tracey	9,556.19
99-CV-1716	Vielma, Nerio	3,710.00
99-CV-1717	Parks, Irma M.	3,000.00
99-CV-1718	Powenski, Stephen, Sr.	2,509.38
99-CV-1720	Anderson, Tiambi S. & Blakes, Sybil	3,700.00
99-CV-1722	Calderon, Marco	1,215.00
99-CV-1723	Calderon, Mary	Denied
99-CV-1724	Camplin, Michael J.	27,000.00
99-CV-1725	Crump, Alonzo	27,000.00
99-CV-1726	Galindo, Colombo	2,196.00
99-CV-1727	Jones, Devonte	585.05
99-CV-1728	Leflore, Clara	5,935.60
99-CV-1729	Pruitt, Brenda	Denied
99-CV-1730	Anderson, Alesia	1,246.45
99-CV-1732	Asad, Nail H.	408.00
99-CV-1734	Banks, Temica M.	826.00
99-CV-1735	Boltryk, Rado	18,978.53
99-CV-1736	Chabot, David B.	1,667.00

99-CV-1737	Ditkowsky, Michael	Denied
99-CV-1738	Dixon-Hearon, Pamela M.	15,283.22
99-CV-1739	Harrington, Harold L., III	2,806.70
99-CV-1740	Hawkins, Keith	5,817.01
99-CV-1741	Ivory, Courtney	9,041.50
99-CV-1743	Martin, Lennox	Denied
99-CV-1744	Milanos, Angelo	613.18
99-CV-1745	Milanos, William N.	485.58
99-CV-1746	Santiago, Miriam	5,000.00
99-CV-1748	Turner, Richard	6,267.72
99-CV-1749	Jordan, Vincent L.	Denied
99-CV-1750	Jungers, Robert W.	1,454.50
99-CV-1751	Peck, Georgia	2,092.94
99-CV-1752	Roberts, Julie M.	Denied
99-CV-1753	Robinson, Cynthia	3,000.00
99-CV-1754	Stewart, Myrtis	5,000.00
99-CV-1755	True, Sandra	Denied
99-CV-1756	True, Sandra	Reconsidered Denial
99-CV-1757	True, Sandra	225.10
99-CV-1758	True, Jeffery	Denied
99-CV-1759	Balma, Eric J.	Denied
99-CV-1760	Brown, William	22,376.09
99-CV-1762	Crosby, Crystal D.	1,252.65
99-CV-1763	Davis, Derrick C.	Denied
99-CV-1764	Hazarez, Ruben	25,000.00
99-CV-1765	Henley, Johnny	Denied
99-CV-1766	Hundley, Kathleen M.	Denied
99-CV-1767	Maldonado, Maria	1,800.50
99-CV-1768	Medrano, Linda	Denied
99-CV-1769	Pointer, Jalela	Denied
99-CV-1770	Rodgers, Bessie M.	5,000.00
99-CV-1771	Sraj, Anthony G.	1,689.14
99-CV-1773	Blalock, Rodney	1,348.00
99-CV-1774	Brooks, Juanita	3,546.00
99-CV-1775	Causey, Dexter	5,000.00
99-CV-1776	Flemming, Marcus	1,591.92
99-CV-1777	Green-Jackson, Lela M.	4,355.60
99-CV-1778	Jacobs, Fannie	4,678.82
99-CV-1779	Jones, Matthew David	Denied
99-CV-1780	Owens, Christine	2,151.63
99-CV-1781	Britton, Denice Owens & Williams, Crystal	3,456.96

99-CV-1782	Rodriguez, Michael A.	2,904.50
99-CV-1783	Roman, Reyna Pinda	1,348.00
99-CV-1784	Roy, Michael	637.00
99-CV-1785	Rucker, Anita	Reconsidered Denial
99-CV-1787	Williams, Gwendolyn	6,087.00
99-CV-1789	Allen, David L.	6,495.00
99-CV-1790	Arbor, Jesse, Jr.	Reconsidered Dismissal
99-CV-1791	Barkus, Dawn & Michelle N.	25,567.26
99-CV-1792	Beaston, Cheryl D.	961.60
99-CV-1793	Boss, Theardis	17,908.77
99-CV-1794	Brock, Timothy	27,000.00
99-CV-1795	Brown, Percy L., Jr.	200.89
99-CV-1796	Cameron, Gary G., Sr.	50.00
99-CV-1797	Colon, Catherine A.	27,000.00
99-CV-1798	Davenport, Donna	Denied
99-CV-1799	Davenport, Donna	181.80
99-CV-1800	Dunn-Goodman, Lisa L.	25,000.00
99-CV-1801	Griffin, Dennis	Dismissed
99-CV-1802	Guerrero, Miguel	25,347.30
99-CV-1804	Jackson, Phillip	27,000.00
99-CV-1805	Jackson, S. J.	1,406.40
99-CV-1806	Jackson, Tyrelle	19,998.12
99-CV-1808	Marr, John L., Jr.	10,160.30
99-CV-1810	Sherman, Laura J.	1,272.27
99-CV-1811	Vilchez, Esoj	Denied
99-CV-1812	Warren, Alfred F.	767.70
99-CV-1813	Webb, Ricardo	Denied
99-CV-1814	Wojcik, Patricia A.	2,365.88
99-CV-1815	Woodard, Joe	Dismissed
99-CV-1816	Young, Reginald	Reconsidered Denial
99-CV-1817	Williams, Aaron Lee	4,864.50
99-CV-1818	Braziel, Alonzo	Denied
99-CV-1819	Choate, Brian W.	Denied
99-CV-1820	Cushmeer, Shirley	767.25
99-CV-1821	Fleming, Michael	7,032.12
99-CV-1822	Galmore, Sammy	3,450.00
99-CV-1823	Jones, Agnes M.	207.98
99-CV-1824	Moore, Debra	5,000.00
99-CV-1825	McWoodson, Clarence	672.80
99-CV-1827	Street, Terry L.	Denied
99-CV-1828	Stricklin, Loran W., Jr.	27,000.00

99-CV-1829	Tadros, Munther	3,592.09
99-CV-1830	Williams, James D.	2,690.35
99-CV-1831	Wood, Jason A.	857.87
99-CV-1832	Bunting, Collin N.	544.30
99-CV-1834	Freeman, La Toya	1,718.00
99-CV-1835	Howard, Kareem	25,000.00
99-CV-1836	Lasheff, Catherine	134.70
99-CV-1837	Sarlo, Mark	Denied
99-CV-1839	Smith, Shannon	Reconsidered Denial
99-CV-1840	Witherspoon, Eric	7,456.70
99-CV-1841	Zumrick, Christina	Denied
99-CV-1842	Barton, Sandra	Denied
99-CV-1843	Brown, Corine	2,178.00
99-CV-1844	Clay, Jacelya A.	31.40
99-CV-1846	Doward, Ora	24,850.25
99-CV-1847	Garcia, Maria Teresa	4,510.00
99-CV-1848	Gonzalez, Augustina & Palacios, Mario	1,550.00
99-CV-1849	Gray, Geraldine	Denied
99-CV-1850	Jones, Rebecca	428.00
99-CV-1851	Longstreet, Kent	Denied
99-CV-1852	Lumpkin, Theresa	Denied
99-CV-1853	Moran, Curtis	Denied
99-CV-1854	McDowell, Shawndell	27,000.00
99-CV-1855	Randall, Terry	Denied
99-CV-1856	White, Crystal	Denied
99-CV-1857	Alcanter, Samuel	1,977.84
99-CV-1858	Brandon, Dwayne	1,454.44
99-CV-1859	Black, Shirley	5,000.00
99-CV-1860	Carmona, Cayetano	17,857.62
99-CV-1861	Doss, Ray D.	1,719.08
99-CV-1862	Edwards, Bruce	2,861.67
99-CV-1863	Frazier, Gregory	972.25
99-CV-1864	Hunter, Rebecca	27,000.00
99-CV-1866	Pogorzelska, Teresa	444.40
99-CV-1867	Pratt, Larry C.	27,000.00
99-CV-1868	Sanchez, Alejandro	Reconsidered Denial
99-CV-1869	Thompson, Donald L.	Dismissed
99-CV-1870	Dzoga, Christine	Denied
99-CV-1871	Salas, Haydee	3,000.00
99-CV-1874	Archie, Bertha	3,000.00
99-CV-1875	Borrero, Luis A.	514.10

99-CV-1876	Catherine, Reginald L.	323.68
99-CV-1877	Clark, Michael J.	2,083.00
99-CV-1878	Deas, Thomas W.	5,847.60
99-CV-1879	Donoho, Catherine E.	Denied
99-CV-1880	Flores, Joseph A.	Denied
99-CV-1883	Garden, Angela	Denied
99-CV-1884	Gegenwarth, April A.	1,340.43
99-CV-1885	Griffith, John H.	Denied
99-CV-1886	Johnson, Cherita C.	Denied
99-CV-1887	Kang, Erika	Denied
99-CV-1888	Knight, Timothy E.	3,639.48
99-CV-1890	Netter, James C.	Denied
99-CV-1891	Oglesby, Gerald S.	Denied
99-CV-1892	Rawls, Lena	Denied
99-CV-1893	Roketa, Alice G.	Denied
99-CV-1897	Weeks, Peggy L.	Denied
99-CV-1899	Witherspoon, Leonard	24,548.00
99-CV-1900	Woods, Adrian L.	605.40
99-CV-1901	Griffin, Mitzi	3,000.00
99-CV-1902	Brown, Marloin	Denied
99-CV-1903	Bryant, Evelyn Y.	90.00
99-CV-1904	Cook, Richard, Jr.	5,000.00
99-CV-1905	Ortiz, William	26,999.19
99-CV-1906	Gray, Garry D.	6,290.09
99-CV-1907	Harris, Vicky L. & Brooks, Calvin Leon	3,593.00
99-CV-1908	Johnson, Michael P.	2,234.20
99-CV-1910	Martinez, Maria	5,000.00
99-CV-1911	Melton, Wanda J.	Denied
99-CV-1912	Pelt, Kendell	5,612.50
99-CV-1913	Prayer, Lillian	454.50
99-CV-1914	Stennis, Bertha M.	1,725.50
99-CV-1915	Thompson, Betty	Denied
99-CV-1916	Tramble, Queen	Denied
99-CV-1917	Blanco, Guadalupe	27,000.00
99-CV-1919	Digiacomo, Laura	Denied
99-CV-1920	Dondle, Rogrika B.	Denied
99-CV-1922	Garner, Carisa	7,155.20
99-CV-1923	Gonzales, Martha	Denied
99-CV-1924	Hill, Phillip C.	3,000.00
99-CV-1926	Johnson, Lenard	27,000.00
99-CV-1927	Lakoma, Lenka	147.41

99-CV-1928	Lee, Lavard A.	27,000.00
99-CV-1929	Love, Thias M.	Denied
99-CV-1930	Najera, Rosalio	Denied
99-CV-1931	Pacheco, Lilia	82.89
99-CV-1932	Raddle, Maurice	Denied
99-CV-1933	Ramsey, Bonita	Denied
99-CV-1934	Robinson, Dorian	Dismissed
99-CV-1935	Shaw, Michael	Dismissed
99-CV-1936	Thompson, Willie Mae	3,717.00
99-CV-1937	Thurman, Buford	Reconsidered Dismissal
99-CV-1938	Wade, Dorette	269.25
99-CV-1939	Walters, Mary Rose	Denied
99-CV-1940	Washington, Larry	Denied
99-CV-1941	Webb, Wenda	Denied
99-CV-1942	Wojtach, Evelyn	363.66
99-CV-1943	Anderson, Christopher	27,000.00
99-CV-1944	Bracken, Elizabeth S.	260.00
99-CV-1945	Cook, Harvey L.	5,000.00
99-CV-1946	Green, Karen	4,056.96
99-CV-1947	Luckes, Valerie	1,080.73
99-CV-1948	McKinley, Betty & Yolanda	3,000.00
99-CV-1949	Meier, Stephen R.	2,320.30
99-CV-1951	Munoz, Manuel, Jr.	5,000.00
99-CV-1952	Arroyo, Irene Rodriguez	Denied
99-CV-1953	Rein, Sarah	Denied
99-CV-1955	Smith, Edgerton V.	1,568.00
99-CV-1957	Davis, Donnell	Reconsidered Denial
99-CV-1958	Hawkins, Clifton	27,000.00
99-CV-1959	James, Ann Marie	Denied
99-CV-1960	McCullum, Willie Mae	5,000.00
99-CV-1961	Montgomery, Garphelia	469.00
99-CV-1962	Scott, Reginald A.	6,179.50
99-CV-1963	Smith, Hazel M.	642.34
99-CV-1964	Washington, Diane	Denied
99-CV-1965	Adams, Melvin C.	Denied
99-CV-1966	Bogan, Debbie	454.60
99-CV-1967	Braggs, Marcelene	Denied
99-CV-1968	Brummund, Antonina	1,918.83
99-CV-1969	Castellanos, Sergio	836.06
99-CV-1970	Crabb, Todd	1,106.00
99-CV-1971	Dailey, Sheila	5,497.58

99-CV-1972	Dale, Pamela Diane	2,455.68
99-CV-1973	Donato, Yolanda S.	27,000.00
99-CV-1974	Ellis, Monte L.	7,838.89
99-CV-1975	Flenorl, Shari J. M.	35.00
99-CV-1976	Graham, Dana	7,853.50
99-CV-1977	Harris, Margaret L.	Denied
99-CV-1979	Jones, Terrance A.	Denied
99-CV-1980	Kopec, Walter E.	5,000.00
99-CV-1983	Lowe, David	Dismissed
99-CV-1984	Murriel, Ye'Sure	20,834.34
99-CV-1985	Nevarez, Ana	Reconsidered Denial
99-CV-1988	Selma, McCallister, Jr.	501.00
99-CV-1989	Terry, John S.	3,111.80
99-CV-1990	Thomas, Montell	27,000.00
99-CV-1991	Thomaston, Kelvin	Denied
99-CV-1992	Washington, Sammy	8,935.55
99-CV-1993	Aguayo, Julia	Denied
99-CV-1994	Aguayo, Julia	Denied
99-CV-1995	Ashford, Robert	25,000.00
99-CV-1996	Morreale, Albirta	3,572.80
99-CV-1997	Ayala, Isidro	1,715.30
99-CV-1998	Brown, Georgia Tucker	16,329.02
99-CV-1999	Clevinger, Luna	4,337.75
99-CV-2000	Cruz, Rachel	27,000.00
99-CV-2001	Gorder, Harris W.	Denied
99-CV-2003	Hatcher, Michael	16,837.93
99-CV-2004	Horton, Victoria	1,358.36
99-CV-2005	Johnson, Marlo D.	4,921.70
99-CV-2006	Jones, Paula C.	1,460.00
99-CV-2007	Peacock, Willie Ruth & Green, Rochelle	5,000.00
99-CV-2008	Randolph, Patricia	14,010.00
99-CV-2009	Taylor, Gail	100.00
99-CV-2010	Willis, Amanda	Denied
99-CV-2011	Wilson, Ronald Eugene	685.72
99-CV-2012	Adcock, Ruth A.	3,000.00
99-CV-2013	Adcock, Ruth A.	3,000.00
99-CV-2014	Adcock, Ruth A.	3,000.00
99-CV-2015	Isaacs, Bertram A.	3,501.50
99-CV-2016	Plawer, Wanda S.	25,000.00
99-CV-2018	Everett, Montez	Denied
99-CV-2019	Gilmore, Ronnie	Denied

99-CV-2020	Gray, Maurice	23,104.62
99-CV-2021	Harris, Vessie	5,000.00
99-CV-2022	Madden, Susan J.	27,000.00
99-CV-2024	Mills-Tolbert, Idear	4,517.00
99-CV-2026	Murriel, Ye'Sure	613.00
99-CV-2027	McComb, Linda	4,088.79
99-CV-2028	O'Shea, Helen	Denied
99-CV-2030	Sharp, Justin	10,080.34
99-CV-2031	Staine, James E.	5,125.00
99-CV-2032	Soto, Joel	454.50
99-CV-2033	Spires, Stacy D.	1,623.70
99-CV-2034	Tomb, Clifford V.	215.00
99-CV-2035	Arroyo, Martha	3,495.00
99-CV-2036	Ashford, Lester	Reconsidered Denial
99-CV-2037	Atchison, Karl E.	Denied
99-CV-2038	Carter, Allan W.	27,000.00
99-CV-2039	Flaws, Harry	1,268.70
99-CV-2040	Fluker, Latona M.	5,000.00
99-CV-2041	Dagholor, Christine B.	5,000.00
99-CV-2042	Gilmer, Luther, IV	7,433.57
99-CV-2043	Green, Harold	14,893.68
99-CV-2044	Hodo, Phillis L.	1,017.10
99-CV-2046	Jackson, Jacqueline	4,371.33
99-CV-2047	Lewis, Lillie G.	4,287.41
99-CV-2048	Limcaco, Louis	2,788.68
99-CV-2049	Maya, Jorge	27,000.00
99-CV-2050	Meneses, Ramon	27,000.00
99-CV-2051	Milito, Vince	1,888.12
99-CV-2052	Nees, Chastity L.	Denied
99-CV-2053	Nelson, Cozetta	Denied
99-CV-2054	Nelson, Cozetta	272.70
99-CV-2055	Olmetti, Theresa	4,095.69
99-CV-2056	Riley, Larry E.	5,000.00
99-CV-2057	Robinson, Gilliard David	1,455.07
99-CV-2059	Snipes, Ernest	25,000.00
99-CV-2060	Stepney, Sheron A.	63.99
99-CV-2061	Wlodarczyk, Paulina	1,462.75
99-CV-2062	Adams, Paula	4,972.00
99-CV-2063	Brown, Shirley	35.00
99-CV-2064	Coleman, Thomas E., Jr.	27,000.00
99-CV-2065	DeJesus, Liborio	Denied

99-CV-2066	Gosa, Cullen	Denied
99-CV-2067	Hemphill, Diane	4,398.00
99-CV-2068	Houston, James W.	9,536.30
99-CV-2070	Myers, Christina L. & Edward D.	2,366.00
99-CV-2071	Myers, William C.	350.83
99-CV-2072	Tabor, Bruce	830.00
99-CV-2074	Shaw, Carolyn	1,565.36
99-CV-2075	Ash, Danyelle D.	3,272.76
99-CV-2076	Bausal, Steven E., Sr. & Diane	3,740.25
99-CV-2077	Blevins, Quiana	550.00
99-CV-2078	Carr, Katrina	Dismissed
99-CV-2080	Franklin, Kathleen	Denied
99-CV-2081	Johnson, Alma	Dismissed
99-CV-2082	Merrill, Mary	3,000.00
99-CV-2083	Palladino, Milagros M.	50.00
99-CV-2084	Reno, Lea	5,000.00
99-CV-2085	Roque, Raquel	4,834.00
99-CV-2086	Terrell, Devita	4,596.52
99-CV-2087	Tucker, Lovie & Burks, Amy	5,000.00
99-CV-2088	Wiatr, Tony	2,989.33
99-CV-2089	Andrade, Gregorio	3,776.10
99-CV-2090	Arroyo, Marciano	25,000.00
99-CV-2091	Bienz, Elmer	108.62
99-CV-2092	Carrasquillo, Hector, Sr.	22,532.11
99-CV-2094	Cruz, Rosa	Denied
99-CV-2095	Dawson, Mary & Witherspoon, Larhonda	14,450.00
99-CV-2096	Delph, Deneal	3,302.92
99-CV-2097	Gomez, Felipe & Julia	5,000.00
99-CV-2098	Graves, Dlanor & Katrina	2,568.00
99-CV-2100	Rymus, Michael A.	3,669.37
99-CV-2101	Jones, Willie & Ira	3,000.00
99-CV-2102	Junius, Gloria & Lillie Mae	3,846.96
99-CV-2104	Margelewski, Derek	Denied
99-CV-2105	Martinez, Juan	3,228.65
99-CV-2106	Moorehead, Mary	2,078.50
99-CV-2107	Moyeno, Jacqueline	318.00
99-CV-2108	McDonald, Guy	4,015.80
99-CV-2110	Orozco, Amador Gil	1,381.17
99-CV-2111	Orozco, Maria Gil	804.00
99-CV-2112	Scherbing, Deborah L.	1,226.00
99-CV-2113	Shaw, Damen	7,093.50

99-CV-2114	Smith, Patricia M.	5,000.00
99-CV-2115	Stapleton, Garland	7,403.76
99-CV-2116	Suarez, Salomon	1,996.19
99-CV-2117	Szwast, James P.	5,505.52
99-CV-2119	Watlington, Elizabeth	4,418.87
99-CV-2120	Williams, Pamela Woods	Denied
99-CV-2122	Khalil, Waseem	25,000.00
99-CV-2123	Muhammad, Na'Eem U.	Denied
99-CV-2124	Avila, Jose L.	483.57
99-CV-2125	Ellison, Clara V.	2,200.00
99-CV-2127	Igess, Melvin	5,488.18
99-CV-2128	Jones, Alan J.	4,273.30
99-CV-2130	Rojas, Rosa	2,405.00
99-CV-2131	Sauseda, Armando	10,544.17
99-CV-2132	Sullivan, Vincent E.	Denied
99-CV-2133	Thai, Hai N.	281.95
99-CV-2134	Wilson, Kalena	8,659.98
99-CV-2135	Wilson, Leroy	9,132.92
99-CV-2137	Worden, Kim & Molenda, Louis	Denied
99-CV-2138	Worden, Kim	Denied
99-CV-2139	Hernandez, Jeromimo	Denied
99-CV-2140	Agee, Geraldine	Denied
99-CV-2141	Black, Linda	Denied
99-CV-2142	Brown, Dorothy	Denied
99-CV-2143	Cole, Anthony Jay	1,965.25
99-CV-2145	Donegan, Judi A.	5,000.00
99-CV-2146	Forney, Bobbie	5,000.00
99-CV-2147	Fuller, Jennifer	119.10
99-CV-2148	Gray, Deenia Jill	1,240.72
99-CV-2149	Harris, Loverine Victoria	3,000.00
99-CV-2150	Hilliard, Meshia	Denied
99-CV-2152	Keyes, Randy E.	2,232.60
99-CV-2153	San Miguel, Pedro	Denied
99-CV-2154	Munaretto, Robert	47.60
99-CV-2155	Myers, Terrell	3,993.50
99-CV-2156	Miller, Dorothy	4,968.09
99-CV-2157	McBrayer, Antionette	3,669.00
99-CV-2158	Nelson, Derrick	27,000.00
99-CV-2160	Shaw-McCullough, Ethel Lee	6,389.00
99-CV-2161	Swan, Thomas R.	4,031.78
99-CV-2162	Thayasouth, Souksavanh	23,554.77

99-CV-2163	Wilborn, Keith	5,342.42
99-CV-2164	Williams, Victor	1,731.68
99-CV-2165	Winslow, Donna	Reconsidered Denial
99-CV-2171	Jahnke, Gene E.	25,000.00
99-CV-2172	Mason, Patricia Johnson	454.50
99-CV-2173	Bojorquez, Catalina	480.00
99-CV-2174	Brown, Victoria & Johanna	5,000.00
99-CV-2175	Burgos, Daniel E.	8,551.13
99-CV-2176	Chambers, Demetrius	7,014.21
99-CV-2177	Corbin, Deborah	1,772.70
99-CV-2178	Cross, John E.	Denied
99-CV-2179	Davis, Rodney	Denied
99-CV-2180	Ford, Lyonel	25,261.00
99-CV-2181	Johnson, Mercedes	Denied
99-CV-2182	Lindberg, Leanne	Denied
99-CV-2183	Lowe, Lessie	3,219.45
99-CV-2184	Moniewski, Marek	454.50
99-CV-2185	Richmond-Crump, Pauline	Denied
99-CV-2186	Safforld, Tanjala	19,529.70
99-CV-2187	Stupar, Donna	2,364.16
99-CV-2188	Terrazas, Jose	721.20
99-CV-2189	Triplett, Renaldo C.	Dismissed
99-CV-2190	Vlasak, Joseph J.	5,129.25
99-CV-2193	Boustead, Linda	3,000.00
99-CV-2194	Cherrington, Jenny M.	6,256.56
99-CV-2195	Evans, Nakisha	27,000.00
99-CV-2196	Ford, Marie D.	Denied
99-CV-2197	Hicks, Lerie	5,000.00
99-CV-2199	Lopez, Dominic A.	1,771.56
99-CV-2200	Moncada, David	231.40
99-CV-2203	Thompson, George	27,000.00
99-CV-2204	Valladares, Aniceto	2,890.62
99-CV-2205	Walters, Vernon D.	Denied
99-CV-2206	Woods, Sterling	27,000.00
99-CV-2208	Kneitz, Kenneth A.	Denied
99-CV-2212	Almore, Adrian	Denied
99-CV-2213	Anderson, Roosevelt	2,775.19
99-CV-2214	Brown, David	5,893.26
99-CV-2215	Brown, Nicole	2,752.20
99-CV-2216	Chapman, Don, Jr.	Dismissed
99-CV-2217	Clemons, Jeffrey B.	26,948.74

99-CV-2218	Dismukes, Nola	374.00
99-CV-2219	Drinane, Thomas J.	6,830.10
99-CV-2220	Fuller, Carita	5,000.00
99-CV-2221	Gambrell, Gregory	27,000.00
99-CV-2223	Garrett, Jerome	18,850.83
99-CV-2224	Gomez, Ignacio	236.79
99-CV-2225	Graham, Leslie	18,342.79
99-CV-2226	Graham, Parnell	3,028.00
99-CV-2227	Harris, Terrell	25,000.00
99-CV-2228	Hernandez, Fabian	8,790.27
99-CV-2229	Hernandez, Ruben	4,998.98
99-CV-2230	Hobbs, Travis	27,000.00
99-CV-2231	Hudson, Ednarine	Denied
99-CV-2232	Ingram, William	17,190.97
99-CV-2233	Kemp, Calvin	5,000.00
99-CV-2234	Martinez, Elias	Denied
99-CV-2235	McCranie, Alvin	4,456.61
99-CV-2236	McKelphin, Michael	Reconsidered Denial
99-CV-2238	Randolph, Zanthyne	140.00
99-CV-2239	Roper, Barbara J.	751.46
99-CV-2240	White, Denise	310.00
99-CV-2242	Yun, Sooran Han	9,706.00
99-CV-2243	Ferguson, Andreas	Dismissed
99-CV-2244	Fisher, Patricia	3,000.00
99-CV-2245	Kitchens, Troy D.	125.00
99-CV-2246	Kitchens, Troy D.	2,669.16
99-CV-2250	Renfroe, Shellie R.	Denied
99-CV-2251	Ballard, Charles E., Jr.	18,121.83
99-CV-2252	Bartlett, Kathryn J.	Denied
99-CV-2253	Brown, Debby	Denied
99-CV-2254	Calcote, Gertrude	Denied
99-CV-2255	Carter, Anthony	Denied
99-CV-2256	Covington, John	Denied
99-CV-2257	Craig, Anthony	27,000.00
99-CV-2258	Daniels, Donna	Reconsidered Dismissal
99-CV-2259	Davis, Marcus	5,203.73
99-CV-2260	Diaz, Tony	6,608.67
99-CV-2261	Escobar, Miguel	10,601.04
99-CV-2262	Gutierrez, Antonio S.	5,000.00
99-CV-2263	Hamilton, Michelle	Denied
99-CV-2264	Harris, Nate	2,621.83

99-CV-2265	Hatcher, Margaret	3,110.32
99-CV-2266	Henning, Cyrus	23,135.05
99-CV-2267	Holmes, Mary	4,178.89
99-CV-2269	Kosiek, John	2,599.75
99-CV-2270	Maldonado, Lisa A.	314.00
99-CV-2271	Maya, Javier	2,582.00
99-CV-2274	Patterson, Richard C.	14,658.10
99-CV-2275	Pelayo, Juana	16,010.04
99-CV-2276	Reyes, Jesus	27,000.00
99-CV-2277	Rico, Alejandro	8,493.98
99-CV-2278	Starks, Mattie	281.77
99-CV-2279	Strum, Oscar	15,601.03
99-CV-2280	Tallon, Richard	27,000.00
99-CV-2281	Gartley, Rayshon	Denied
99-CV-2282	Prindle, Charlotte A.	1,612.00
99-CV-2283	Rowatt, Dorothy May	17.12
99-CV-2284	Xibinaku, Enik	25,000.00
99-CV-2285	Ali, Ester	Denied
99-CV-2286	Ashley, James	25,000.00
99-CV-2289	Hoover, Craig	Denied
99-CV-2290	Martinez, Jose A.	6,264.31
99-CV-2291	Monsivais, Fidencio	Denied
99-CV-2292	McClinton, Rochelle	3,044.00
99-CV-2293	Naughton, Irma A.	221.01
99-CV-2294	Rankins, Delores	2,870.39
99-CV-2295	Smith, Charmaine	Denied
99-CV-2296	Thornhill, James M.	9,448.53
99-CV-2297	Williams, Georgiann	3,038.53
99-CV-2298	Harrison, Eddie Lee	9,196.39
99-CV-2299	Burgess, Valerie	Dismissed
99-CV-2300	Duffy, Robert M.	Reconsidered Dismissal
99-CV-2301	Hill, Douglas M.	1,386.50
99-CV-2302	Jackson, Corey	9,862.75
99-CV-2303	La Franzo, Rose Marie	Denied
99-CV-2304	Moore, Rachel	5,000.00
99-CV-2305	McKenney, Quinton	Denied
99-CV-2306	Nelson, Guy	13,033.69
99-CV-2307	Stone, Betty R.	3,000.00
99-CV-2308	Vazquez, Iris M.	3,000.00
99-CV-2309	Deetz, Gina Kay	Denied
99-CV-2310	Stofer, Tracy	25,000.00

99-CV-2312	Barlow, Christon	18,669.90
99-CV-2313	Binns, Corey	Denied
99-CV-2314	Boyd, Terry Lynn	2,461.95
99-CV-2316	Corral, Godofredo	Denied
99-CV-2317	Davis, Tayja	2,126.50
99-CV-2318	Hughes, Alisa C.	5,000.00
99-CV-2319	Lavigne, Betty L.	Denied
99-CV-2320	Monroe, Hillary	Denied
99-CV-2321	Murray, Kiley	6,884.20
99-CV-2322	Payne, Kristine M.	1,005.00
99-CV-2323	Rawls, Ken	Denied
99-CV-2325	Rohrich, Jo Anne	1,182.23
99-CV-2326	Sims, Troy D.	9,020.88
99-CV-2327	Steinberger, Carol A.	280.00
99-CV-2328	Steinberger, Carol A.	1,681.75
99-CV-2329	Tillmon, Ricky	Denied
99-CV-2330	Harris, Curtis	1,504.45
99-CV-2331	Brown, Glenda	2,742.60
99-CV-2332	Davis, John	756.00
99-CV-2333	Henriquez, Efrain	Denied
99-CV-2334	Perez, Leanne	Denied
99-CV-2335	Theis, Mark, Sr.	6,044.93
99-CV-2336	Thornburg, Pamela A.	Denied
99-CV-2337	Watt, Theodore	3,954.45
99-CV-2338	Webber, Jennifer	223.69
99-CV-2340	Brown, Cleora	Denied
99-CV-2341	Campbell, Leticia R.	2,943.20
99-CV-2342	Jackson, Tamara A.	Reconsidered Denial
99-CV-2343	Johnson, Sam L.	343.00
99-CV-2344	King, Jammie L.	27,000.00
99-CV-2345	Martinez, Nabil	27,000.00
99-CV-2346	Randall, Roderick L.	4,261.64
99-CV-2347	Scott, Juanita	3,589.00
99-CV-2349	Snowden, Patricia	Denied
99-CV-2350	Stewart, Earnest	738.60
99-CV-2351	Thompson, Susan	3,000.00
99-CV-2352	Watson, Gail	3,000.00
99-CV-2353	Williams, Beatrice	4,779.38
99-CV-2354	Swietoslawski, Agatha & Rafalo, Grazyna	25,000.00
99-CV-2355	Bush, Hazel	Reconsidered Dismissal
99-CV-2357	Delaney, Ida M.	3,565.40

99-CV-2359	Holton, Alma	5,000.00
99-CV-2360	Hughes, Michelle & Henry	2,924.00
99-CV-2361	Johnson, Kent	11,659.26
99-CV-2362	Johnson, Monica	876.39
99-CV-2363	Jones, Christopher B.	Denied
99-CV-2364	Kyle, Linda C.	5,000.00
99-CV-2365	Lacy, Elnora	5,000.00
99-CV-2366	Lacey, Tricia	463.43
99-CV-2367	Longley, Gary A., Jr.	5,000.00
99-CV-2368	Liptak, Walter	5,000.00
99-CV-2369	Macias, Raymond A.	22,345.94
99-CV-2370	Manyfield, Lawrence C., Sr.	10,796.72
99-CV-2371	Medel, Emily	2,431.25
99-CV-2372	Montoya, Uriel	27,000.00
99-CV-2373	Muniz, Linda M.	27,000.00
99-CV-2374	Muns, Diedre	869.83
99-CV-2375	Perkins, Turhan J.	2,050.12
99-CV-2377	Taylor, Jessie	10,825.72
99-CV-2378	Vernia, Jason F.	12,753.58
99-CV-2379	Sharif, Ronald & Washington, Jettie	27,000.00
99-CV-2380	Watson, Steven	Denied
99-CV-2381	Wilson, Victoria	864.00
99-CV-2382	Woodard, Mattie L.	Denied
99-CV-2383	Calbert, Kenneth	11,272.70
99-CV-2385	Dodds, Willie	Denied
99-CV-2386	Huggins, Dobbie	Denied
99-CV-2387	Kaner, Ann L.	Denied
99-CV-2388	Mendez, Daisy	Denied
99-CV-2389	Reyes, Matthew, Jr.	557.25
99-CV-2392	Simpson, Kimberly	3,031.37
99-CV-2393	White, Terence D.	5,808.00
99-CV-2395	Secrease, Janet	Denied
99-CV-2396	Alexander, Richard	22,600.70
99-CV-2397	Brown, Linda M.	5,000.00
99-CV-2398	Flynn, Beatrice	5,000.00
99-CV-2399	Harold, Adrianne	Denied
99-CV-2400	Johnson, Mitchell H.	2,723.68
99-CV-2401	Knoff, Melissa S.	820.85
99-CV-2402	Loving, Danielle	Dismissed
99-CV-2403	Palmer, Jaywana	Denied
99-CV-2404	Rosiles, Abel	4,866.43

99-CV-2405	Scott, Darrel	2,777.70
99-CV-2406	Williams, Syrria	Denied
99-CV-2407	Zelewsky, Kristy L.	4,130.00
99-CV-2409	Benuska, Lynne R.	Denied
99-CV-2411	Burnett, Reginald	Denied
99-CV-2412	Cruz, Susana	Denied
99-CV-2413	Franklin, Henretta	4,995.18
99-CV-2414	Jackson, Earl	25,000.00
99-CV-2415	Johnston, Daniel R.	14,356.81
99-CV-2416	Kirilenko, Ludmila	5,000.00
99-CV-2417	Lopez, Cesar	Denied
99-CV-2418	Matos, Elizabeth	2,731.55
99-CV-2419	Mendoza, Carlos	9,157.36
99-CV-2420	Moss, Donell	14,643.66
99-CV-2421	Pacheco, Rachel	3,000.00
99-CV-2423	Suarez, Job	1,736.06
99-CV-2424	Tomasek, Billy J.	Denied
99-CV-2427	Bentz, Nicole	9,277.81
99-CV-2428	Brown, Evelyn	4,257.62
99-CV-2429	Carle, Caroline	4,827.20
99-CV-2430	Escobar, Santos	Denied
99-CV-2431	Fisher, Mamie	27,000.00
99-CV-2432	Forrest, Jocelyn M.	5,000.00
99-CV-2433	Hodges, Jerdine	Reconsidered Denial
99-CV-2434	Hodges, Sammy L.	Denied
99-CV-2435	Johnson, Linda	5,000.00
99-CV-2436	Juarez, Steven	14,553.50
99-CV-2437	Lawrence, Troy	27,000.00
99-CV-2438	Lodhia, Ebrahim	3,031.00
99-CV-2439	Lodhia, Mohammed Ali	25,000.00
99-CV-2440	Lugo, Joseph	12,932.02
99-CV-2441	Morris, Sederick	27,000.00
99-CV-2442	Ogenyi, Darlene	4,015.00
99-CV-2444	Pryor, Jacqueline D.	5,000.00
99-CV-2445	Puga, Richard	16,209.34
99-CV-2447	Scott, Ronald E.	11,887.01
99-CV-2450	Anderson, Shawron	26,972.35
99-CV-2452	Charles, Melissa	Denied
99-CV-2453	Fletcher, Maceo C.	Denied
99-CV-2454	Gabrenya, Edward O.	Denied
99-CV-2455	Litster, Susan T.	925.41

99-CV-2456	Little, Gregory	6,245.57
99-CV-2457	Paul, Ronald	Denied
99-CV-2458	Villar, Miguel	6,745.71
99-CV-2459	White, Sandra & Ruiz, Marisol	5,000.00
99-CV-2460	Wilkins, Steven	Denied
99-CV-2461	Williams, Janice	3,666.80
99-CV-2462	Siddiqui, Mohammed Farhat Ali	1,465.00
99-CV-2463	Crawley, Steven L.	1,321.74
99-CV-2464	Dunlap, Robin A.	4,362.44
99-CV-2465	Griggs, Linda	Denied
99-CV-2466	Hamilton, Janice	4,793.47
99-CV-2467	La Pray, Renata	738.40
99-CV-2468	Marrero, Luis	957.15
99-CV-2469	Neumann, Laura C.	1,203.94
99-CV-2470	Nolen, Sharon	Reconsidered Denial
99-CV-2471	Rutherford, Willie M.	4,615.00
99-CV-2472	Scott, Eddie	1,577.80
99-CV-2473	Shannon, Francetta D.	5,000.00
99-CV-2474	Tessman, Scott L.	5,551.33
99-CV-2475	Thomas, Perry	Denied
99-CV-2476	Watson, Johnny	20,313.99
99-CV-2477	West, Jimmie	87.90
99-CV-2478	Willis, Raina	2,500.00
99-CV-2479	Young, Betty	5,000.00
99-CV-2481	Billow, Deborah B.	7,794.50
99-CV-2482	Brattin, Judy	5.99
99-CV-2483	Colella, Marlene M.	936.44
99-CV-2484	Dodd, Derrick	1,976.26
99-CV-2485	Givens, Lucy	5,000.00
99-CV-2486	Hill, Michael J.	7,885.46
99-CV-2487	Howard, Deborah A.	Denied
99-CV-2488	Jones, Walter	27,000.00
99-CV-2489	Klinger, Robert J., Sr. & Gary L.	5,000.00
99-CV-2490	Myers, Marcus	Denied
99-CV-2491	McGahey, Christine L.	338.67
99-CV-2492	Prude, Richard	Denied
99-CV-2493	Robinson, Keyoga	27,000.00
99-CV-2494	Starnes, Lela S.	529.75
99-CV-2495	Vilella, Abram	Reconsidered Dismissal
99-CV-2496	Williams, Larry	3,382.53
99-CV-2497	Atkins, Jason	Denied

99-CV-2499	Brown, Flora M.	Denied
99-CV-2500	Carter, Garry	9,745.26
99-CV-2502	Ciesielczyk, Suzanne	2,099.99
99-CV-2503	Coss, Sandra	Denied
99-CV-2504	Fernandez, Yvone	Reconsidered Denial
99-CV-2505	Dixon, Jermaine	20,725.88
99-CV-2506	Foster, Josephine	3,950.68
99-CV-2508	Nelles, William M.	1,837.38
99-CV-2509	Payton, Twanna	Denied
99-CV-2510	Platt, Ronald & Chacon, Karla I.	27,000.00
99-CV-2511	Schuchardt, Margie W.	5,000.00
99-CV-2512	Schmitt, Jeffrey	13,533.64
99-CV-2513	Sims, Kimberly S.	Denied
99-CV-2514	Snyder, Patricia L.	1,970.00
99-CV-2515	Thompson, Lamont	5,154.48
99-CV-2516	Trice, Jacqueline	9,000.00
99-CV-2517	Vargas, Erick	Denied
99-CV-2518	Weeks, Nancy	Denied
99-CV-2520	Williams, Osbourne	4,483.00
99-CV-2523	Kohut, John J.	Denied
99-CV-2525	Schwartz, Michael D.	10,249.54
99-CV-2526	Campbell, John	7,374.00
99-CV-2527	Chavez, Eleazar	273.00
99-CV-2529	Garbowski, Tom	27,000.00
99-CV-2530	Gavina, Marin	Denied
99-CV-2531	Goolsby, Eddie & Martha	1,325.00
99-CV-2532	Green, Woodrow	5,753.00
99-CV-2533	Hamid, Saed	20,549.40
99-CV-2534	Jones, Kenneth	Denied
99-CV-2535	Kennedy, Willa	Reconsidered Denial
99-CV-2536	Keys, Tega	2,064.00
99-CV-2537	Levy, Levoyd	636.49
99-CV-2538	Lopez, Norma Garcia	Denied
99-CV-2539	Nelson, Marvina	Denied
99-CV-2540	Pierce, Anthony	Denied
99-CV-2542	Rutherford, Jasper	1,476.84
99-CV-2543	Schott, Brian	4,849.25
99-CV-2544	Spradley, Tracy	3,269.00
99-CV-2545	Stigler, Michael	19,384.66
99-CV-2546	Torres, Rodrigo	986.47
99-CV-2547	Turner, Latrice	2,639.11

99-CV-2548	Verisario, Marilyn	660.47
99-CV-2549	Villanueva, Jose E.	1,360.58
99-CV-2550	Ware, John	Reconsidered Dismissal
99-CV-2551	Welsch, Ryan	27,000.00
99-CV-2552	Williams, George	25,596.18
99-CV-2553	Wince, Lee E.	749.95
99-CV-2554	Wright, Cedrick	17,470.33
99-CV-2556	Zastawny, Peter	21,295.46
99-CV-2557	Banko, Michael	Denied
99-CV-2558	Cadet, Suzanne B.	Denied
99-CV-2559	Contreras, Antonio	2,581.53
99-CV-2560	Davis, Charity J.	322.73
99-CV-2561	Ferguson, Paula J.	757.52
99-CV-2562	Foehr, Julie	1,199.45
99-CV-2563	Garth, Xavier	Denied
99-CV-2564	Gilbert, Diane	5,000.00
99-CV-2565	Hayes, Alberta	Reconsidered Denial
99-CV-2566	Hotwagner, Holly	955.50
99-CV-2567	Jones, Reginald	Denied
99-CV-2568	Lewis, Joseph	20,356.50
99-CV-2569	Liga, Robert A.	Denied
99-CV-2570	Mangan, Julie A.	4,927.50
99-CV-2572	Moore, William A.	483.31
99-CV-2573	McCullough, Aretha	27,000.00
99-CV-2575	Rendon, Santos	1,893.78
99-CV-2576	Robinson, Corey	22,535.51
99-CV-2577	Shaffer, Reuben A., Jr.	454.50
99-CV-2578	Sidauskiene, Idalija	3,144.50
99-CV-2579	Simmons, Torrian	Denied
99-CV-2580	Spirito-Newcomb, Cathy f/k/a Cathy Spirito	15,600.03
99-CV-2581	Stringfellow, Judy	1,375.20
99-CV-2582	Theisen, Judy D.	326.77
99-CV-2583	Thornton, Melvin, Sr.	Denied
99-CV-2585	Adcock, Jason	3,287.46
99-CV-2586	Dreifurst, Michelle	Denied
99-CV-2587	Garcia, Awilda	27,000.00
99-CV-2588	George, Michael	Denied
99-CV-2589	Gonzalez, Ricardo	7,927.40
99-CV-2591	Joiner, Sherrod	290.00
99-CV-2592	Mejia, Nacianceno	Denied
99-CV-2593	Murphy, Lynne M.	Dismissed

99-CV-2594	Shields, Andrea D.	Denied
99-CV-2595	Smith, Ella Mae & Amick, Falandra	4,801.96
99-CV-2596	Thompson, Wendy	Reconsidered Denial
99-CV-2598	Nelson, Barbara J.	3,000.00
99-CV-2599	Byars, Henry	218.00
99-CV-2600	Crudup, Clara M.	4,242.45
99-CV-2601	Lapinski, Henryk	5,000.00
99-CV-2602	Peterson, Jason N.	12,908.50
99-CV-2603	Posey, Howard P.	10,587.00
99-CV-2604	Rivera, Guadalupe	Denied
99-CV-2605	Titus, Viola	Denied
99-CV-2606	Wagner, Paul R.	1,409.05
99-CV-2608	Anderson, Crystal	340.00
99-CV-2609	Anderson, Gerald	4,239.61
99-CV-2610	Anderson, Marcia A.	Denied
99-CV-2611	Applewhite, Rosetta	181.80
99-CV-2613	Clark, Joyce A.	Reconsidered Denial
99-CV-2614	Cornelio, Carmen	1,223.38
99-CV-2615	Gardner, Le Var	2,258.99
99-CV-2616	Gilani, Syed A.	978.55
99-CV-2617	Kamijima, Cindy	27,000.00
99-CV-2618	Kwapien, Antoni	5,643.15
99-CV-2619	Lewis, Jeff	Denied
99-CV-2621	Taylor, Brian	3,245.00
99-CV-2622	Thomas, Charles	180.00
99-CV-2623	Thomas, Joe	Dismissed
99-CV-2624	Calderon, Andres, Sr.	3,000.00
99-CV-2625	Dorton, Kris	Denied
99-CV-2626	Kidwell, Rose M.	4,106.70
99-CV-2627	Latham, Donnie	Denied
99-CV-2629	Nore, Andrea L.	506.12
99-CV-2630	Olson, Lisa C.	2,382.80
99-CV-2631	Solis, Felipe	Denied
99-CV-2632	Soto, Samuel	708.00
99-CV-2633	Porter, Aisha Y.	515.73
99-CV-2634	Young, James O., Jr.	67.40
99-CV-2635	Waltrip, Kelli L.	414.10
99-CV-2636	Williams, Renea S. & Hartfield, Bessie Sullivan	3,000.00
99-CV-2637	Colston, Bette D.	6,689.41
99-CV-2638	Ball, Laura	327.00

99-CV-2639	Byrd, Shaunnalei	Denied
99-CV-2641	Coulter, Christopher B.	2,679.71
99-CV-2642	Fluker, Louise & Crum, Jesse James	2,996.00
99-CV-2643	James, Keisha	15,674.31
99-CV-2644	Jones, Bobbie J.	4,388.98
99-CV-2645	Kelly, Josephine	Denied
99-CV-2646	Kirkwood, Katie	5,000.00
99-CV-2647	Mierzwa, David S.	1,780.89
99-CV-2648	Nelson, Marsha Y	2,744.40
99-CV-2649	Panchal, Nisha	579.64
99-CV-2650	Pearson, Paulette	Denied
99-CV-2651	Pennington, Rosie L.	3,088.00
99-CV-2652	Phillips, Warren	Dismissed
99-CV-2653	Rocha, Benito	3,813.00
99-CV-2654	White, Regina	Denied
99-CV-2655	Williams, Paris	7,881.80
99-CV-2656	Young, Clay	3,000.00
99-CV-2657	Hill, Kenneth	Denied
99-CV-2658	Boltryk, Radoslaw	Dismissed
99-CV-2659	Bridges, Jeffrey	26,673.48
99-CV-2660	Carmichael, Vernell	3,251.00
99-CV-2661	Gatlin, Joseph	1,573.05
99-CV-2662	George, Fletcher	8,287.30
99-CV-2663	Gipson, Gravinia M.	Denied
99-CV-2664	Griffin, Lillian	Denied
99-CV-2665	Johnson, Lisa	Denied
99-CV-2666	Jones, Sandra	Denied
99-CV-2667	Lee, Denise M.	600.45
99-CV-2669	Pinkney, Inda	1,773.10
99-CV-2670	Schoonhoven, Matthew J.	773.65
99-CV-2671	Scruggs, James	4,616.00
99-CV-2672	Thomas, Nina	2,690.00
99-CV-2673	Valdez, Jose	5,000.00
99-CV-2674	Brown, Velma	Reconsidered Denial
99-CV-2676	Foliano, Thomas	18,912.93
99-CV-2677	Guzman, Guadalupe	8,232.04
99-CV-2678	Johnson, Derrick	239.62
99-CV-2679	Johnson, Juquel	Denied
99-CV-2680	Jones, Ronald	Denied
99-CV-2681	Junior, Angela	5,000.00
99-CV-2683	Montez, Maria Olivo	5,397.82

99-CV-2684	Payton, Kendall	8,310.58
99-CV-2685	Smeja, Mathew	27,000.00
99-CV-2686	Vander Mayden, Cynthia M.	295.60
99-CV-2687	Winston, Andre	Denied
99-CV-2688	Glover, Andrew	19,917.50
99-CV-2689	Wherley, Fred	495.00
99-CV-2690	Will, Patricia A.	3,000.00
99-CV-2691	Burgess, Fay	2,818.10
99-CV-2692	Davis, Darrell	Denied
99-CV-2693	Johnson, Samuel	8,042.34
99-CV-2694	Lechuga, Sergio	12,508.30
99-CV-2696	Marshall, Shirley	5,000.00
99-CV-2697	Neher, Sandra	59.00
99-CV-2698	Tolbert, Daphne	3,851.67
99-CV-2699	Adams, Curtis D.	3,460.00
99-CV-2700	Alonzo, Hilario, Sr.	5,000.00
99-CV-2701	Anderson, Doris	577.00
99-CV-2702	Castillo, Sue	12,591.38
99-CV-2703	Quintero, Elvia	Denied
99-CV-2704	Contreras, Luis	18,046.50
99-CV-2705	Coty, Joseph	Denied
99-CV-2706	Dent, Letrelle	27,000.00
99-CV-2707	Dillon, Viola	8,493.23
99-CV-2708	Edwards, Michael	1,672.30
99-CV-2709	Elder, Carolyn	8,424.18
99-CV-2710	Farrell, Nancy J.	Denied
99-CV-2711	Flores, Beningno	21,827.95
99-CV-2712	Fox, Clemon	575.00
99-CV-2713	Garrett, Denise & Harris, Richard	Denied
99-CV-2714	Gold, Kristie A.	159.68
99-CV-2715	Guerrero, Florentina	4,100.00
99-CV-2716	Johnson, Donnie	Denied
99-CV-2717	Jones, Mary L.	5,000.00
99-CV-2718	Lopez, Jose	4,099.05
99-CV-2719	Nettles, Larry	5,844.00
99-CV-2720	Rice, Willie	4,730.00
99-CV-2721	Serrano, Emma	2,963.00
99-CV-2722	Kidd, Mishlean	4,454.50
99-CV-2723	Williams, Diann Y.	Denied
99-CV-2724	Reynolds, Ramon	19,303.35
99-CV-2725	Morris, Kendrick	713.24

99-CV-2726	Borgman, Carol	3,000.00
99-CV-2727	Brown, Cory D.	27,000.00
99-CV-2728	Gibson, Jerry	2,500.00
99-CV-2729	Fields, Jo Ann	Denied
99-CV-2730	Fields, Jo Ann	Denied
99-CV-2731	Harvey, Theresa	Denied
99-CV-2733	Joyner, Robert L.	4,407.99
99-CV-2734	Moffett, Jacqueline	928.81
99-CV-2735	Moore, James E.	3,259.00
99-CV-2736	Nunn, Morris	Denied
99-CV-2737	Orozco, Juan	19,040.38
99-CV-2739	Stoffregen, Kenneth L.	500.00
99-CV-2740	Williams, Amory	3,983.74
99-CV-2741	Martinez, Carlos	Denied
99-CV-2742	Remke, Karen L.	2,480.09
99-CV-2743	Baskerville-Brown, Stephanie	3,602.20
99-CV-2746	Cerenil, Eloy	27,000.00
99-CV-2747	Dennis, Joann	Denied
99-CV-2748	Dennis, Joann	Denied
99-CV-2749	Cordova, John	7,079.81
99-CV-2750	Fluker, John	1,272.60
99-CV-2752	Garrett, Murvia P.	3,000.00
99-CV-2753	Harris, Shirley L.	3,008.72
99-CV-2754	Melendez, Jose	Dismissed
99-CV-2755	Miller, Jeffery	Denied
99-CV-2756	Morales, Maria	5,000.00
99-CV-2757	Morelos, Alberto	13,020.40
99-CV-2758	Padilla, Lino	Dismissed
99-CV-2759	Parks, De Anna	4,743.06
99-CV-2760	Preston, Kimberly	88.50
99-CV-2761	Prewitt, Michael	443.00
99-CV-2762	Prewitt, Michael	Denied
99-CV-2763	Richards, Willy	1,594.52
99-CV-2764	Rivera, Rutilo	445.44
99-CV-2765	Tally, Doris L.	Denied
99-CV-2767	Adviento, Dana	14,716.69
99-CV-2768	Burns, Lynnell	305.00
99-CV-2769	Hawkins, Nicholas C.	24,037.61
99-CV-2770	Houston, Alberta	Denied
99-CV-2771	Jenkins, Kyle	Denied
99-CV-2772	Mozo, Siro	27,000.00

99-CV-2773	Wraggs, Levert	Dismissed
99-CV-2774	Zapata, Fernando	Denied
99-CV-2775	Fremarek, Laura E.	25,000.00
99-CV-2776	Coles, Annie	Denied
99-CV-2777	Frieson, Ernest	27,000.00
99-CV-2778	Haney, Denise Y.	614.00
99-CV-2779	Johnson, Marvin	10,776.37
99-CV-2780	Johnson, Ron	Denied
99-CV-2781	Leaf, Amy L.	3,211.81
99-CV-2782	Manzullo, Tina L.	Denied
99-CV-2784	Rodriguez, Dora	Denied
99-CV-2785	Rodriguez, Marco	Denied
99-CV-2786	Saia, Gregory A.	27,000.00
99-CV-2787	Villagrana, Oralia	1,649.22
99-CV-2789	Wilkinson, Thomas O.	12,099.50
99-CV-2790	Cobb, Vincent	17,413.80
99-CV-2791	Denny, Thomas L.	3,569.01
99-CV-2792	Wilson, Bernadine	1,668.03
99-CV-2793	Franklin, Bernard	Denied
99-CV-2794	Janjanin, Steven	5,311.25
99-CV-2795	Lee, Bong Joo	48.99
99-CV-2796	Mileca, Christopher J.	13,475.80
99-CV-2797	Neal, Sandy B.	2,042.60
99-CV-2798	Sayarath, Kong	27,000.00
99-CV-2799	Shuman, Jennifer	2,890.22
99-CV-2800	Spencer, Brinda	100.00
99-CV-2801	Spencer, Brinda	100.00
99-CV-2802	Spencer, Brinda	100.00
99-CV-2804	Wanda, Richard	3,997.75
99-CV-2805	Williams, Theresa E.	147.18
99-CV-2806	Castillo, Phillip	14,227.51
99-CV-2807	Boone, Eric	2,235.78
99-CV-2808	Teffertiller, Tracie L. f/k/a Tracie L. Crutc	331.00
99-CV-2809	Teffertiller, Tracie L. f/k/a Tracie L. Crutc	358.95
99-CV-2812	Gunartt, Louis	Denied
99-CV-2813	Harris, Deborah L.	207.00
99-CV-2814	Lewis, Martellis	27,000.00
99-CV-2815	Masengarb, Craig E.	1,285.10
99-CV-2816	Orr, Lori	5,020.00
99-CV-2817	Riggs, Steven	10,433.79
99-CV-2818	Rodriguez, Ramon, III	3,725.09

99-CV-2819	Rowe, James	21,436.31
99-CV-2820	Sanders, Sharon	2,152.73
99-CV-2821	Sellers, Jacqueline	Denied
99-CV-2822	Singleton, Selisa	12,449.03
99-CV-2823	Tullison, Lillie	Dismised
99-CV-2824	Womack, Lillian A.	5,000.00
99-CV-2826	Reid, Dennis L.	506.20
99-CV-2827	Romious, Verlean T.	Denied
99-CV-2828	Harris, Luchin, Jr.	2,057.54
99-CV-2829	Davis, Antoine L., Sr.	27,000.00
99-CV-2830	Davis, Keoni	27,080.00
99-CV-2831	Evitts, Sharon L.	Denied
99-CV-2832	Harrison, Paul	Dismissed
99-CV-2833	Hook, Frankie	Denied
99-CV-2834	Jones, Charles	50.00
99-CV-2836	Moffett, Eddie	Denied
99-CV-2837	Padilla, David, Jr.	11,443.40
99-CV-2838	Perez, Charles	106.44
99-CV-2839	Singleton, Carolyn A.	3,970.00
99-CV-2840	Trice, Johnny, Jr.	9,597.84
99-CV-2841	Valentine, Frederick	27,000.00
99-CV-2842	Ward, James	Denied
99-CV-2845	Carriker, Joseph A.	12,222.33
99-CV-2846	Duncan, Deborah J.	Denied
99-CV-2847	Johnson, Natosha	Denied
99-CV-2848	Hughes, Kenyon	4,267.50
99-CV-2849	Kirkpatrick, Gloria	3,002.12
99-CV-2850	Leavitt, Jason	Denied
99-CV-2851	Olah, Joseph	4,014.50
99-CV-2852	Perez, Juan M.	5,936.90
99-CV-2853	Quinonez, Armando	Denied
99-CV-2854	Ramsey, Bonita	Reconsidered Denial
99-CV-2855	Smith, Eddie E.	1,731.24
99-CV-2856	Trice, Clyde & Francine	27,000.00
99-CV-2857	Washington, Patricia	3,000.00
99-CV-2859	Woghiren, Stanley O.	2,187.00
99-CV-2861	Mullenix, Melissa L.	8,470.00
99-CV-2862	Wiley, Candy	Denied
99-CV-2863	Banks, Sheila	Denied
99-CV-2865	Bryant, Marcus	27,000.00
99-CV-2867	Gray, Richard	Denied

99-CV-2868	Griffin, J. W., Jr.	292.20
99-CV-2869	Harris, Bernice	Denied
99-CV-2870	Jackson, Samuel L.	Denied
99-CV-2871	Melody, Jennifer	454.50
99-CV-2872	Powell, Eugene	777.32
99-CV-2873	Wallace, Joanne	3,855.41
99-CV-2874	Williams, Linda	394.00
99-CV-2875	Wilson, Veronica	5,000.00
99-CV-2876	Winston, Dorothy	27,000.00
99-CV-2878	Acklin, Jessie	Denied
99-CV-2879	Collins, Walter R.	4,046.70
99-CV-2880	Galvin, April D.	Denied
99-CV-2881	Henderson, Ashley T.	2,680.42
99-CV-2882	Lias, Stanley	Denied
99-CV-2883	Pearson, Patricia D.	Denied
99-CV-2884	Szczesniak, Donald J.	12,641.47
99-CV-2885	Wells, William	20,617.40
99-CV-2886	Aleman, John	Denied
99-CV-2888	Delgado, Angel	27,000.00
99-CV-2889	Dorman, Robert	Reconsidered Dismissal
99-CV-2890	Hernandez, Juan	648.50
99-CV-2891	Im, Chongye	1,606.36
99-CV-2892	Lowe, Linda	Dismissed
99-CV-2893	Phillips, Nathan	Denied
99-CV-2894	Ross, Cynthia D.	582.30
99-CV-2895	Bonilla, Aida Iris	5,000.00
99-CV-2896	Hudson, Denise M.	5,267.25
99-CV-2897	Martinez, Jesus	Denied
99-CV-2898	Pozos, Juan Carlos Salazar	7,533.43
99-CV-2899	Turner, Dorothy L.	Denied
99-CV-2900	Boudakh, Donna	27,000.00
99-CV-2901	Burries, Sheila	3,003.28
99-CV-2902	Cooper, John T.	27,000.00
99-CV-2903	Crain, Vernice	Denied
99-CV-2904	Easley, Norma J.	Dismissed
99-CV-2905	Edgarson, Lloyd	27,000.00
99-CV-2906	Flowers, Jauquean	6,993.25
99-CV-2907	Freeman, Odell R.	1,555.96
99-CV-2908	Grant, Viola	5,000.00
99-CV-2909	Gray, Larry J.	Denied
99-CV-2910	Harris, Lawrence	454.50

99-CV-2911	Johnson, Joseph	5,960.68
99-CV-2912	Kolasinski, Mary E.	27,000.00
99-CV-2913	Lampkin, Marian D.	5,000.00
99-CV-2914	Lanier, Rosalind	5,595.56
99-CV-2915	Lopez, Everado	13,668.30
99-CV-2916	Mendenhall, Audrey	5,000.00
99-CV-2917	Montelongo, Lina	2,831.55
99-CV-2918	Molina, Maria	562.25
99-CV-2919	Mora, Jesus	812.04
99-CV-2920	McDowell, Tysie	Denied
99-CV-2921	Nailing, Laverne	Denied
99-CV-2922	Perez, Samuel, Jr.	4,864.78
99-CV-2924	Tillmon, Willa Mae	2,230.44
99-CV-2925	Velez, Gent	27,000.00
99-CV-2926	White, Tidus	2,893.55
99-CV-2928	Carson, Margerette	5,000.00
99-CV-2929	Fordyce, Wesley C.	3,054.11
99-CV-2930	Krizanovic, Deborah	132.30
99-CV-2931	Martinez, Florinda	Denied
99-CV-2933	Nunez, Carlos	1,745.44
99-CV-2934	Rodriguez, Jaime	Denied
99-CV-2935	Wroblewski, Robert W.	14,463.90
99-CV-2936	Garcia, Robert	Reconsidered Dismissal
99-CV-2939	Ziad, Ibrahim	3,000.00
99-CV-2940	Alexander, Edward	Denied
99-CV-2941	Anderson, Deedra & Annette	2,995.11
99-CV-2942	Barner, Shaun	Denied
99-CV-2943	Barraza, Jose	13,266.04
99-CV-2944	Al-Bobukheet, Khalid	1,244.55
99-CV-2945	Brooks, Emmanuel	14,388.92
99-CV-2946	Collins, Baminique	27,000.00
99-CV-2947	Cooper, Bettie J.	3,537.50
99-CV-2948	Echols, William	13,978.19
99-CV-2949	Garcia, Linda M.	1,951.50
99-CV-2951	McCraw, Gerard	4,708.85
99-CV-2952	Neal, Gloria	5,000.00
99-CV-2953	Norvell, Vinnie & Givens, Romineska C.	5,000.00
99-CV-2954	Porras, Maria	1,047.26
99-CV-2955	Robinson, Andrea J.	Denied
99-CV-2956	Sicaras, Victoria J.	3,169.29
99-CV-2957	Smith, Lisa M.	1,232.00

99-CV-2958	Thomas, Donnie	13,636.66
99-CV-2959	Wyatt, Debora J.	Reconsidered Denial
99-CV-2960	Yusif, Yusif S.	786.00
99-CV-2961	Brown, Donnie	679.80
99-CV-2962	Dabney, Janice	Denied
99-CV-2963	Hayse, Brett D.	2,613.41
99-CV-2964	Joyce, Brenda P.	1,695.00
99-CV-2965	Miller, Patricia A.	2,941.00
99-CV-2966	Moore, Reggie	Denied
99-CV-2967	McQuade, Edward L.	202.00
99-CV-2968	Ortiz, Freddy	27,000.00
99-CV-2969	Robbins, Porter	Denied
99-CV-2970	Rodriguez, Julio	4,978.13
99-CV-2971	Romero, Jorge	586.00
99-CV-2973	Sutton-Smith, Luticia D.	Denied
99-CV-2974	Valerius, Paula	Dismissed
99-CV-2975	Valle, Franklin D.	1,103.03
99-CV-2976	Wrencher, Newan	4,082.81
99-CV-2977	Kelly, Jocquline D.	Denied
99-CV-2978	Kozaczka, Rafal	996.50
99-CV-2979	Matheny, Terry	Denied
99-CV-2980	Welch, Jill	16,976.42
99-CV-2981	Wishecoby, Pamela	Denied
99-CV-2982	Wishecoby, Pamela	Denied
99-CV-2983	Gamble, David	Denied
99-CV-2984	Gatewood, Michael	21,058.90
99-CV-2985	Jones, Cortez	27,000.00
99-CV-2986	Perkins, Lillie	3,920.00
99-CV-2987	Van Cleave, Linda J.	3,366.00
99-CV-2988	Smith, Margarita	Denied
99-CV-2989	Walton, Michael	21,000.00
99-CV-2990	Willis, Michael	8,532.08
99-CV-2991	Crane, James M.	6,493.03
99-CV-2992	Richards, Valerie	Denied
99-CV-2993	Sudduth, Earl D.	478.73
99-CV-2994	Edwards, Alonzo	18,874.00
99-CV-2995	Alvarez, Juan	2,344.40
99-CV-2996	Arboleda, Fanny	3,346.50
99-CV-2997	Arboreda, Fanny	499.95
99-CV-2998	Black, Mary A.	3,867.50
99-CV-2999	Blaha, Kathy & Rico, Luis	Denied

99-CV-3001	Coleman, Christopher	27,000.00
99-CV-3002	Coles, Lioneil	Denied
99-CV-3003	Colon, Maria & Delgado, Lizette	Denied
99-CV-3004	Cotton, Bruce E.	10,596.35
99-CV-3005	Davis, Antoinette	Denied
99-CV-3006	Davis, Cathy & Clyde	4,018.00
99-CV-3007	Gray, Thomas J.	4,875.54
99-CV-3008	Hall, Pamela S.	Reconsidered Denial
99-CV-3009	Hammond, Chanda	958.55
99-CV-3010	Heard, Charles L.	5,000.00
99-CV-3012	Jones, Willie	Denied
99-CV-3013	Keller, Melissa A.	Denied
99-CV-3015	King, Emma L.	180.00
99-CV-3016	Martinez, Ana I.	27,000.00
99-CV-3017	Martinez, Hilda	5,000.00
99-CV-3018	Mendez, Iris	Denied
99-CV-3019	Mendoza, Mary	Denied
99-CV-3020	Myers, Brenda D.	Reconsidered Dismissal
99-CV-3021	Rodriguez, Pablo	Denied
99-CV-3022	Rodriguez, Pablo	Denied
99-CV-3023	Russell, Billy	2,014.48
99-CV-3024	Schwerer, Cindy	840.00
99-CV-3025	Sims, Erica	1,157.65
99-CV-3026	Stewart, Carlos L.	27,000.00
99-CV-3027	Stovall, Sharon	3,000.00
99-CV-3028	Taylor, Helen	4,545.00
99-CV-3029	Thompson-Gentle, Carren	Reconsidered Dismissal
99-CV-3031	Valzonis, Philip	12,563.82
99-CV-3032	Williams, Anthony	Denied
99-CV-3033	Acton, Betty L.	Denied
99-CV-3035	Acton, Betty L.	3,000.00
99-CV-3036	Cage, Ester	3,703.96
99-CV-3037	Dobrusky, Russell P.	27,000.00
99-CV-3038	Gonzales, Juan L., Sr. & Kidd, Sherry A.	4,858.65
99-CV-3039	Hester, Terrell	7,116.47
99-CV-3041	Randle, James L.	2,413.10
99-CV-3042	Roberts, Carl	Denied
99-CV-3043	Rodgers, Roshanda	977.30
99-CV-3044	Rivera, Luz	Reconsidered Denial
99-CV-3045	Vinson, Brenda	2,663.50
99-CV-3046	Matijevic, Michael	454.50

99-CV-3047	Adeoye, Michael	657.02
99-CV-3048	Burden, James	Denied
99-CV-3049	Chavers, Weenoka	5,000.00
99-CV-3050	Cross, Shamyatta	Denied
99-CV-3051	Endara, Carmen E.	5,000.00
99-CV-3052	Garrett, Shelly L. & Skelton, Kathleen S.	2,028.60
99-CV-3053	Hryniewicka, Halina	1,701.98
99-CV-3054	Khounvisay, Khambay	20,857.98
99-CV-3057	Schmick, Thomas C.	Denied
99-CV-3058	Shepherd, William E.	5,000.00
99-CV-3059	Stiles, Terry & Mager, Sandra & Pinion, Maxine	4,886.53
99-CV-3060	Taylor, Monia	Denied
99-CV-3061	Thigpen, Jessie	Denied
99-CV-3062	Vazquez, Gerardo	5,000.00
99-CV-3063	Wright, Cheryl	13,504.29
99-CV-3064	Van Zeyl, Brian J.	2,480.39
99-CV-3065	Krakowski, Peter	1,000.00
99-CV-3067	Bobos, Kent	212.91
99-CV-3069	Carnithan, Charles D.	Denied
99-CV-3070	Clark, Nathaniel A.	2,922.93
99-CV-3071	Cook, Susanna R.	824.35
99-CV-3072	Dudley, Erskine	2,945.85
99-CV-3073	Foughter, Lisa	997.90
99-CV-3074	Hamilton, Johnny	9,683.07
99-CV-3075	Henderson, Marie	1,163.96
99-CV-3076	Holmes, Shashionia	2,815.54
99-CV-3077	Kirkpatrick, Marjorie	Denied
99-CV-3078	Leal, Gaylene C.	1,050.00
99-CV-3079	Lloyd, Mantalina	Denied
99-CV-3080	Perez, Pedro M.	9,121.50
99-CV-3082	Murrell, Mary L.	3,575.00
99-CV-3083	Ratliff, Betty	5,000.00
99-CV-3084	Rufus, Sierra M.	Denied
99-CV-3085	Turner, Willie F., III	5,000.00
99-CV-3086	Thigpen, Andrea R.	333.70
99-CV-3087	Williams, Julie	8,862.98
99-CV-3088	Smith, Cora	3,300.00
99-CV-3089	Armstrong, Lesa G.	Denied
99-CV-3090	Ballesteros, Tanya	2,252.80
99-CV-3092	Knox, Sally	860.08

99-CV-3093	Lockett, Jerome	4,200.50
99-CV-3094	Montanez, Pierre A.	2,244.88
99-CV-3095	Thomas, Warren M.	4,096.70
99-CV-3096	West, Ra'nee D.	Denied
99-CV-3098	Best, Melissa	1,456.79
99-CV-3099	Crawford, Felicia	Denied
99-CV-3100	Davalos, Raquel	Dismissed
99-CV-3101	Dodd, Earl	17,722.46
99-CV-3102	Evans, Kevin	17,702.50
99-CV-3103	Fritz, Christina	Denied
99-CV-3104	Glover, Sandra	27,000.00
99-CV-3105	Graves, Ellihue	10,146.95
99-CV-3106	McFerrer, Alvin	1,454.40
99-CV-3107	Powless, Roberta	2,630.25
99-CV-3108	Smith, June E.	5,000.00
99-CV-3109	Wollaeger, Peter D.	3,539.25
99-CV-3110	Flowers, Damion	4,820.15
99-CV-3112	Bishop, Joe, Jr.	Denied
99-CV-3113	Bonds, Rashidah	Denied
99-CV-3114	Garcia, Carlos	495.00
99-CV-3115	Gomez, Rosibel P.	Reconsidered Dismissal
99-CV-3116	Harper, Tina M.	842.48
99-CV-3117	Hill, Dorothea M.	Denied
99-CV-3118	Hollins, Albert N.	1,019.50
99-CV-3119	Howard, Rose	Denied
99-CV-3120	Ingram, Pamela R.	1,724.00
99-CV-3121	Mannery, Catherine	Denied
99-CV-3123	McDaniels, Jo Anne M.	342.00
99-CV-3125	Owens, Dora L.	Denied
99-CV-3126	Richardson, Delores	2,857.00
99-CV-3127	Riley, Barbara	3,000.00
99-CV-3128	Thomas, Sharla	Denied
99-CV-3129	Vo, Viet	Denied
99-CV-3130	Yarbrough, Dalter	Denied
99-CV-3133	Colvin, Mary I.	5,130.00
99-CV-3134	Duron, Augustina	3,000.00
99-CV-3135	Barren, Andre	16,676.63
99-CV-3136	Castro, Jose	14,300.00
99-CV-3137	Dandridge, Ida	5,000.00
99-CV-3138	Dandridge, Ida	Denied
99-CV-3139	Engle, Denise A.	3,148.32

99-CV-3140	James, Felecia	Denied
99-CV-3141	Hernandez, Raman Alvarado	Denied
99-CV-3142	Hood, Reginald	20,864.39
99-CV-3144	Jones, Carmella	1,722.29
99-CV-3145	Megginson, Jason	Denied
99-CV-3146	Pitts, Marcus	18,935.44
99-CV-3147	Pulley, Diane	5,000.00
99-CV-3148	Ross, Audrey D.	5,000.00
99-CV-3149	Sparr, Kenneth M.	1,790.00
99-CV-3150	Spears, Juanita	3,984.10
99-CV-3151	Ocampo, Josefa	3,000.00
99-CV-3152	Burdick, Patricia M.	Denied
99-CV-3153	Carlton, Mattie	4,668.15
99-CV-3154	Coleman, Leslie	Denied
99-CV-3155	Coleman, Qiana	315.00
99-CV-3156	Evans, Linda J.	Denied
99-CV-3157	Fitzgerald, Carol Childress	1,946.53
99-CV-3158	Greer, Clemmie L.	Denied
99-CV-3159	Hayes, Kimberly M.	647.12
99-CV-3160	Perkins, Dan	6,183.73
99-CV-3162	Robledo, Felipe	26,223.71
99-CV-3163	Veal, Orland	411.00
99-CV-3164	Villegas, Faustino	Denied
99-CV-3165	Bowles, Eugene	2,392.96
99-CV-3166	Browaty, Kimberly	1,491.12
99-CV-3167	Burrell, Thelma	2,895.00
99-CV-3168	Caballero, Anthony	14,046.72
99-CV-3169	Cheatheam, Trenia Marie	4,174.14
99-CV-3170	Collins, Bernard	1,372.45
99-CV-3171	Donley, Nichole	2,992.50
99-CV-3172	Finley, Eddie	377.60
99-CV-3173	Gutierrez, Salvador	25,000.00
99-CV-3174	Jamison, Connie Jane	Denied
99-CV-3175	Leigh, Eric G.	21,818.19
99-CV-3176	Meraz, Ruben	5,483.19
99-CV-3177	Moore, Willie	27,000.00
99-CV-3178	McKenzie, LaVonne	2,939.16
99-CV-3179	Newburn, Linda	Denied
99-CV-3180	Robinson, Henry J., Jr.	Denied
99-CV-3182	Seaphus, Paul	6,272.70
99-CV-3183	Simonovic, Danilo	2,567.72

99-CV-3184	Teran, Andres	1,696.00
99-CV-3185	Thomas, Arlene L.	Reconsidered Denial
99-CV-3186	Tyler, Devlon F.	530.86
99-CV-3187	Wash, Carlita M.	258.10
99-CV-3188	Williams, Patricia Ann	6,365.00
99-CV-3189	Wojtonik, Kimberly	Denied
99-CV-3190	Wood, Nadia J.	Dismissed
99-CV-3191	Alexander, Charlene	Denied
99-CV-3192	Anza, Adrian	230.50
99-CV-3193	Faulkner, Cornell	Dismissed
99-CV-3194	Fearence, Willie L., Jr.	2,649.38
99-CV-3195	Godina, Salvador	5,000.00
99-CV-3196	Jacoby, John K.	5,048.72
99-CV-3197	Lagrone, Trudy	5,000.00
99-CV-3198	Liss, Marlene K.	Denied
99-CV-3199	McDowell, June	1,380.40
99-CV-3200	Padilla, Samuel Ramirez	27,000.00
99-CV-3201	Procida, Philip	1,437.00
99-CV-3202	Samples, Billy	27,000.00
99-CV-3204	Short, Michelle	200.00
99-CV-3205	Huth, Ira W.	Dismissed
99-CV-3206	Huth, Ira W.	Dismissed
99-CV-3207	Huth, Ira W.	Dismissed
99-CV-3208	Huth, Ira W.	Dismissed
00-CV-0001	Al-Shimari, Hussan	Denied
00-CV-0003	Bryant, Romall	Denied
00-CV-0004	Celestino, Juventina	369.00
00-CV-0005	Davidson, Samuel	6,672.01
00-CV-0006	Dean, Aletha	2,500.00
00-CV-0007	Ellison, Brian	6,415.00
00-CV-0009	LaChance, James R.	17,244.80
00-CV-0010	Lenzy, Rodney	27,000.00
00-CV-0011	McCord, Matthew	1,616.89
00-CV-0012	McDarrah, Christina	257.00
00-CV-0013	Page, Shirley A.	5,000.00
00-CV-0014	Prowell, Wilma	5,000.00
00-CV-0015	Rich, Novella	844.69
00-CV-0016	Roth, Allen	17,501.10
00-CV-0017	Teague, Derek L.	27,000.00
00-CV-0019	Turner, Kenneth	Denied
00-CV-0020	Walker, Izell	10,322.54

00-CV-0021	Watson, Telfrieda	Denied
00-CV-0022	Wilson, Felecia	3,355.00
00-CV-0023	Wilson, Kurtis	Denied
00-CV-0024	Wilson, Kurtis	Denied
00-CV-0027	Beltran, Rafael	Dismissed
00-CV-0028	Edwards, Diane	1,159.00
00-CV-0029	Martinez, Brian	Denied
00-CV-0031	Perez, Jose	Denied
00-CV-0032	Pinc, Amelia C.	35.58
00-CV-0033	Sandoval, Benjamin	27,000.00
00-CV-0034	Swain, Margaretta	644.20
00-CV-0035	Truitt, Sylvester	18,468.94
00-CV-0036	Weathersby, Mark	Denied
00-CV-0038	Ackins, Denise	525.00
00-CV-0039	Allen, Robert E.	2,103.94
00-CV-0040	Bautista, Sabas	1,203.00
00-CV-0041	Bivens, Chad	4,404.06
00-CV-0042	Carr, Betty	5,000.00
00-CV-0043	Chalco, Carlos	Denied
00-CV-0044	Crawford, Maurice	27,000.00
00-CV-0045	Cross, Joann	Denied
00-CV-0046	Estrada, Gerardo	753.50
00-CV-0047	Frosig, Craig	2,381.80
00-CV-0048	Garcia, Conrado	4,326.94
00-CV-0049	Harris, James	27,000.00
00-CV-0050	Harris, James	3,869.90
00-CV-0052	Lagunas, Evelyn	27,000.00
00-CV-0053	Maldonado, Daniel	17,768.21
00-CV-0054	Marcano, Maria M.	2,526.00
00-CV-0055	McClendon, Martha	27,000.00
00-CV-0057	Purnell, Gloria	4,028.16
00-CV-0058	Ramsey, Jeanette	8,778.60
00-CV-0059	Rivera, Luz	Reconsidered Denial
00-CV-0060	Sanchez, Peter R.	112.98
00-CV-0061	Scott, Jeremiah	6,750.00
00-CV-0062	Smith, Donna C.	2,211.00
00-CV-0063	Stokes, Bruce	Denied
00-CV-0064	Swanson, Stacy	Denied
00-CV-0065	Temores, Sylvia	27,000.00
00-CV-0066	Valdo, Maria Guadalupe	16,444.90
00-CV-0067	Willner, Bradney W.	Denied

00-CV-0068	Upchurch, Barbara S.	5,418.00
00-CV-0069	Agnello, Joseph S.	4,855.46
00-CV-0070	Broosinger, Ryan	953.25
00-CV-0071	Brown, Andreay	12,273.42
00-CV-0073	Carlson, Michael	Denied
00-CV-0074	Hooks, Maurice	753.00
00-CV-0075	Horton, Brian C.	2,199.73
00-CV-0076	Jernagin, Vera	5,000.00
00-CV-0077	Kempe, Christopher W.	609.00
00-CV-0078	Liggins, Stephanie M. & McGinnis, Evie R. & Massenber, Christy	27,000.00
00-CV-0083	Parks-Lobdell, Annie M.	Denied
00-CV-0084	Russell, Billy	17,058.71
00-CV-0085	Sitzman, Herbert	Denied
00-CV-0086	Taylor, Mary E.	4,373.00
00-CV-0087	Thomas, Willie	19,454.02
00-CV-0088	Weary, David	7,887.85
00-CV-0089	Seales, Donna	Denied
00-CV-0090	Armstrong, O. Z.	Denied
00-CV-0091	Baskin, Annie B.	1,713.93
00-CV-0092	Boldrey, Jessica R.	1,681.26
00-CV-0093	Combs, Roy & Roy, Sr.	4,074.00
00-CV-0094	Cooley, Catherine	Denied
00-CV-0095	Cristler, Martel	Denied
00-CV-0096	Carder, Mary	435.70
00-CV-0098	Dillon, Clifford	Denied
00-CV-0099	Gale, Sophie	158.00
00-CV-0100	Gonzalez, Pascual, Sr.	5,000.00
00-CV-0101	Gray, Sandra	Denied
00-CV-0102	Johnson, Alvin & Williams, Ruth	5,000.00
00-CV-0106	Mister, Larry	2,780.03
00-CV-0107	Murrell, John	Denied
00-CV-0109	Rivera, Esperanza	2,148.00
00-CV-0110	Salas, Javier	12,224.50
00-CV-0111	Smallwood, Michelle L.	1,205.25
00-CV-0113	Wallace, Jennifer	Denied
00-CV-0114	Williams, David	1,583.85
00-CV-0115	Williams, Vernetta	5,000.00
00-CV-0116	Zepeda, Rigoberto	6,093.76
00-CV-0117	Johansen, Norma M.	3,000.00
00-CV-0118	Montes, Isabel	2,850.00

00-CV-0119	Thompson, Mallie	3,000.00
00-CV-0120	Ayala, Josephine	5,000.00
00-CV-0121	Brulinska, Bozena	5,000.00
00-CV-0122	Clark, Timothy J.	5,259.15
00-CV-0123	Craig, Ajah	14,132.32
00-CV-0124	Byrdsong, Blanche	965.10
00-CV-0125	Gonzalez, Alejandro	606.00
00-CV-0126	Gonzalez, Joseph	1,825.14
00-CV-0127	Ingram, Sharon & Alfonzo	5,000.00
00-CV-0128	Ingram, Sharon	Denied
00-CV-0129	Ingram, Sharon	Denied
00-CV-0130	Ingram, Sharon	Denied
00-CV-0131	Ingram, Lethena	Denied
00-CV-0132	Ingram, Lethena	Denied
00-CV-0133	Ingram, Mamie	Denied
00-CV-0134	Johnson, Robert	3,170.00
00-CV-0135	Levin, Lowell	125.64
00-CV-0136	Melendez, Maria	Denied
00-CV-0138	Proszek, Wojciech	2,900.35
00-CV-0139	Tatum, Ruby	Reconsidered Denial
00-CV-0140	Washington, Veronica	5,000.00
00-CV-0141	Williams, Andre	Dismissed
00-CV-0142	Williams, Tillman	2,066.68
00-CV-0143	Burnett, Amos	5,937.00
00-CV-0144	Baltazar, Juan	20,256.50
00-CV-0145	Bautista, Lilia	4,310.12
00-CV-0146	Benjamin, Bronson C.	862.56
00-CV-0147	Brownlow, Mattie	5,000.00
00-CV-0148	Coats, Susie	3,951.00
00-CV-0149	Farmer, Anne M.	Denied
00-CV-0151	Jones, Lydia E.	4,474.19
00-CV-0152	Lofton, Lasonja	282.19
00-CV-0153	Pearson, Anthony	Denied
00-CV-0154	Rice, Aaron	5,001.77
00-CV-0155	Salazar, Luceio	4,960.00
00-CV-0157	Smith, Eric R.	Denied
00-CV-0158	Smith, Robert C.	27,000.00
00-CV-0159	Stubblefield, H. Albert	3,000.00
00-CV-0160	Tellis, Trevor	1,609.40
00-CV-0162	Huth, Ira W	Dismissed
00-CV-0164	Benton, Kerry K.	Denied

00-CV-0165	Cassanova, Rennet	5,000.00
00-CV-0166	Ceasar, Herman, Sr.	5,000.00
00-CV-0167	Colon, Millie	2,175.00
00-CV-0168	Dorsett, Jesse J.	213.00
00-CV-0169	Frederick, Donald R.	1,689.19
00-CV-0170	Morber, Essie	2,185.19
00-CV-0171	Graves, Lowrenda M.	371.19
00-CV-0172	Hatcher, Debra	Denied
00-CV-0173	Howard, Heidi	4,125.06
00-CV-0174	Meyers, Jonathan M.	893.00
00-CV-0175	Noble, Gloria	Denied
00-CV-0176	Rak, Renee M.	82.60
00-CV-0177	Reed, Damion	2,350.27
00-CV-0178	Rylko, Joseph	Denied
00-CV-0179	Sanchez, Maria Ester	200.00
00-CV-0180	Sanchez, Maria Ester	200.00
00-CV-0181	Sanchez, Hector L., Jr.	3,068.40
00-CV-0182	Tomasio, Gisella	27,000.00
00-CV-0183	Wimbley, Rashia	631.84
00-CV-0184	Hincape, Esperanza	245.00
00-CV-0185	Allen, Kimberly	Denied
00-CV-0186	Clark, Gwenevere	1,534.49
00-CV-0187	Echols, Louellen	5,000.00
00-CV-0188	Howard, Sylvia Jackson	1,844.06
00-CV-0191	Johnson, Ronnie Eugene	Denied
00-CV-0192	Lutes, Edward	12,964.02
00-CV-0193	Murillo, Cesar	Denied
00-CV-0194	Prince, Selena	Denied
00-CV-0195	Soble, Thomas C.	1,986.25
00-CV-0196	Soble, Thomas C.	475.00
00-CV-0197	Soble, Thomas C.	425.00
00-CV-0199	Dockery, Gregory	27,000.00
00-CV-0200	Elias, Angelica	2,725.75
00-CV-0202	Gross, Otis	21,830.14
00-CV-0203	Hogueissan, Mark	Denied
00-CV-0204	Pinnegar, Robert L.	2,525.69
00-CV-0205	Rivera, Yvonne	Denied
00-CV-0206	Salazar, Victor	Denied
00-CV-0207	Siglar, William, II	286.72
00-CV-0208	Teague, Antonio	Denied
00-CV-0209	Temen, John T.	Dismissed

00-CV-0210	Torres, Miguel	10,414.12
00-CV-0211	Franklin, Johnny R.	Denied
00-CV-0212	Brown, Linda S.	5,000.00
00-CV-0213	Hale, Jason	4,505.60
00-CV-0214	Marusarz, Stanislaw	1,562.00
00-CV-0215	Moore, Evette	Reconsidered Denial
00-CV-0216	Rounsaville, Felicia & Richardson, Betty & Franklin, Keisha	5,000.00
00-CV-0217	Robinson, James	19,905.15
00-CV-0218	Stinson, Terrance	Denied
00-CV-0219	Warren, Vonnal E.	3,662.46
00-CV-0220	Bae, Jang Hyun	1,715.00
00-CV-0221	Bae, Huyung	2,352.00
00-CV-0222	Schmidt, Lori	1,793.25
00-CV-0223	Anderson, Clara	25.00
00-CV-0224	Anderson, Clara	25.00
00-CV-0225	Bailey, Sophia	2,150.00
00-CV-0226	Bishop, Thomas R.	11,589.17
00-CV-0227	Crooms, Eddie	7,522.65
00-CV-0228	Daniels, Ollie	3,853.20
00-CV-0231	Handy, Quentin T.	880.70
00-CV-0232	Jefferson, John	25.00
00-CV-0233	Judkins, James	4,964.99
00-CV-0234	Kafka, Ireta F.	774.96
00-CV-0235	Knox, Dewayne	Denied
00-CV-0236	Lewis, Danny T.	Denied
00-CV-0237	Mills, Jessie	25,000.00
00-CV-0238	McDonald, Gwendolyn	Denied
00-CV-0239	Oiler, Glendon	9,546.50
00-CV-0240	Opalinski, Dana L.	47.92
00-CV-0241	Patino, Joel & Rosalva	Dismissed
00-CV-0242	Perry, Nichole Y.	686.85
00-CV-0243	Powell, Jemal	27,000.00
00-CV-0244	Powers, Wilbur	2,505.03
00-CV-0245	Santiago, Paulino	5,579.53
00-CV-0246	Soto, Luis A.	5,136.79
00-CV-0247	Tagoe, Teiko	Denied
00-CV-0248	Warner, Kenneth D.	2,586.00
00-CV-0249	West, Laura	Denied
00-CV-0251	Rosenbaum, William & Sylvia	1,183.47
00-CV-0252	Hudson, Calvin	Denied

00-CV-0253	Altman, Laura A.	5,576.66
00-CV-0255	Bednarz, Michael J.	5,171.39
00-CV-0256	Borlek, Jeremy	936.05
00-CV-0257	Brown, James W.	195.90
00-CV-0259	Day, Barbara J.	Denied
00-CV-0260	Deetz, Taylor R.	9,701.87
00-CV-0262	Haggerty, Barbara	Denied
00-CV-0263	Herlihy, Timothy C.	Denied
00-CV-0265	Jenkins, Darlene	Denied
00-CV-0266	Johnson, Stacy	136.00
00-CV-0267	Lamb, Scott	Denied
00-CV-0268	Lee, Malinda	4,490.00
00-CV-0269	Lewis, Tiffany & Edwards, Veronica	Denied
00-CV-0271	Nash, Justen	4,701.62
00-CV-0272	Nelson, Adell	Denied
00-CV-0273	Phillips, Carleta	Denied
00-CV-0274	Rivera, Mildred Ramos	450.50
00-CV-0275	Rockwell, Marietta	Denied
00-CV-0277	Skyles, Ellen	4,929.06
00-CV-0278	Smith, Jessie Mae	3,130.00
00-CV-0279	Tate, Willa	5,000.00
00-CV-0280	Tucker, Ernelle	3,167.75
00-CV-0281	White, Martha Kelly	Denied
00-CV-0282	Williams, Willie T., Jr.	1,792.95
00-CV-0283	Borsuk, Danuschka	Denied
00-CV-0284	Messenger, Betty	2,880.50
00-CV-0285	Amos, Paul	7,900.00
00-CV-0286	Calvin, James	27,000.00
00-CV-0287	Candia, Monique	743.00
00-CV-0288	Haslam, Cynthia	Denied
00-CV-0289	Kowalczyk, Krystyna	Denied
00-CV-0291	Miller, Melissa	Denied
00-CV-0292	Palmer, La Jeanne	94.70
00-CV-0293	Silva, Abraham	Denied
00-CV-0294	Whiteside, Robin S. Strong	1,879.67
00-CV-0295	Suggs, Alexis L.	1,074.19
00-CV-0296	Zimmer, Rev. William E.	190.00
00-CV-0297	Stafinska, Zofia	1,043.75
00-CV-0299	Cochran, Harry Scott	2,099.50
00-CV-0300	Dixon, Melvin	15,350.25
00-CV-0301	Fortner, Samuel R.	5,000.00

00-CV-0302	Harlan, Tyrone	Denied
00-CV-0303	Hoffman, Susan	Denied
00-CV-0304	Johnson, Carrie L.	615.00
00-CV-0305	Johnson, Carrie L.	Denied
00-CV-0306	Kirby, Sheri L.	833.00
00-CV-0309	Patton, Donnell	Denied
00-CV-0310	Polk, Brian L.	23,265.37
00-CV-0312	Robbins, Jermaine	25,107.82
00-CV-0313	Shipp, Titus, Jr.	3,670.25
00-CV-0314	Spencer, Latonja	Denied
00-CV-0315	Harris, Ramona J.	Denied
00-CV-0316	Anson, Thomas M.	4,853.00
00-CV-0317	Bedolla, Julie M.	3,640.13
00-CV-0319	Chappell, Percy	27,000.00
00-CV-0320	Foster, Mark A.	615.50
00-CV-0321	Gomez, Gilberta	4,275.00
00-CV-0322	Guerrero, Samuel	27,000.00
00-CV-0323	Harris, Leonard L.	27,000.00
00-CV-0324	Harris, William E., Jr.	1,622.30
00-CV-0325	Hoffer, Ethel	1,263.16
00-CV-0326	Hotchkiss, Kevin P.	20,258.30
00-CV-0327	Mitts, Ora P.	Denied
00-CV-0328	Morgan, Leonorie	3,022.50
00-CV-0329	Noriega, Juan C.	17,188.44
00-CV-0330	Patterson, Brenda	Denied
00-CV-0331	Pendleton, Raymond	590.00
00-CV-0332	Richards, Robert L.	5,000.00
00-CV-0333	Sanchez, Roxann	697.00
00-CV-0334	Stewart, Clara	Denied
00-CV-0335	Tarrence, Erma D.	4,805.00
00-CV-0336	Williams, Nicole	623.93
00-CV-0337	James, Kevin	20,798.50
00-CV-0340	McMillian, Elvis M.	2,069.35
00-CV-0341	Crockett, Margaret	16,176.21
00-CV-0342	Dotson, Orlando	Denied
00-CV-0344	Fisher, Edward	6,844.50
00-CV-0345	Flowers, Charles & Candy	27,000.00
00-CV-0346	Graham, Kenneth B.	27,000.00
00-CV-0347	Kurek, Jan	2,769.97
00-CV-0348	Miles, David A.	Denied
00-CV-0349	McCreg, Travares	27,000.00

00-CV-0350	Pittman, James	17,723.54
00-CV-0352	Salazar, Carlos	2,051.50
00-CV-0353	Saldivar, Vincente	12,893.50
00-CV-0354	Allen, Donte	Denied
00-CV-0355	Townsend, Oscar	Denied
00-CV-0357	Adams, Melvina & Leonard, Latoynia	4,534.56
00-CV-0358	Allen, Janice	5,000.00
00-CV-0359	Carbins, Shelia & Hollins, Linda D.	3,665.14
00-CV-0360	Chase, Mariann	891.19
00-CV-0361	Dotson, Betty	3,831.30
00-CV-0363	Garcia, Andy	13,474.17
00-CV-0364	Hagerman, Vernard	3,998.71
00-CV-0365	Hampton, Pearl A.	3,932.00
00-CV-0367	Harris, Antonio	27,000.00
00-CV-0368	Hopson, Stephanie	3,288.37
00-CV-0370	Khan, Samreen F.	252.00
00-CV-0371	Lindsey, Winnifer	1,907.35
00-CV-0372	Lucas, Julieta	4,217.78
00-CV-0373	Mims, Denise	3,488.83
00-CV-0374	Mondragon, Leticia	420.30
00-CV-0375	McCormack, Thomas	824.63
00-CV-0376	McWhite, Pearlene & Holzendorf, Stacey	27,000.00
00-CV-0377	Paul, Laverne	4,441.68
00-CV-0378	Rowe, Esther	6,448.39
00-CV-0379	Scott, Devoyour	4,332.88
00-CV-0380	Sharif, Malikah	471.00
00-CV-0381	Skelton, Fred A., Jr.	2,323.35
00-CV-0382	Townsend, Rose M.	3,383.00
00-CV-0384	Vicencio, Luisa	5,000.00
00-CV-0385	Villanueva, Angelo	3,538.59
00-CV-0386	Villanueva, Angelo	2,300.59
00-CV-0387	Walker, Linda S.	Denied
00-CV-0388	Walker, Linda S.	5,000.00
00-CV-0390	Cooper, Victoria L.	1,406.50
00-CV-0391	Garrett, Bridgett	584.50
00-CV-0393	Brown, John W., III	Denied
00-CV-0394	Buchannon, Barbara A.	4,764.00
00-CV-0395	Cabrera, Eileen F.	738.40
00-CV-0396	Crenshaw, Dorothy J.	5,000.00
00-CV-0397	Foster, Willie Mae	Denied
00-CV-0398	Gier, Sherry Lee	Denied

00-CV-0399	Guy, Angela	Denied
00-CV-0400	Jones, Terrance A.	Denied
00-CV-0401	King, Teresa	Denied
00-CV-0402	Lozano, Richard	44.00
00-CV-0403	Lozano, Richard	272.70
00-CV-0404	Peterson, Kenneth	27,000.00
00-CV-0405	Neri, Maria E. Pulido	8,769.50
00-CV-0408	Gonzalez, Dave	Denied
00-CV-0409	Cook, Corethea Smith	Denied
00-CV-0411	Brock, Nicholas	27,000.00
00-CV-0415	Hall, Charles	2,508.19
00-CV-0416	Johnson, Pamela	Denied
00-CV-0417	Peake, Pauline E.	4,471.00
00-CV-0418	Semeyn, Benjamin	27,000.00
00-CV-0421	Williams, Christopher	350.00
00-CV-0422	Williams, Lewaun	350.00
00-CV-0424	Anderson, Darnell	27,000.00
00-CV-0426	Bamvakais, John Q.	20,252.24
00-CV-0427	Benoit, Jean Baptiste	5,000.00
00-CV-0428	Bober, Martin R. & Joan L.	5,000.00
00-CV-0429	Bogan, Frank Henry	2,006.04
00-CV-0430	Brown, Louis	27,000.00
00-CV-0432	Dale, Paul	2,980.91
00-CV-0433	Daunch, Trudy	Denied
00-CV-0434	Diaz, Carlos M.	22,274.30
00-CV-0437	Fulton, Yolanda A.	150.45
00-CV-0438	Garner, Kenneth	27,000.00
00-CV-0439	Hammond, Carla	1,572.59
00-CV-0440	Ingram, Craig	27,000.00
00-CV-0441	Jackson, Dorothy	5,000.00
00-CV-0442	Jackson, Kevin	2,822.31
00-CV-0443	Johnson, John	11,747.10
00-CV-0445	Ledcke, Shawn M.	3,399.80
00-CV-0446	La Montagne, Robert	Denied
00-CV-0447	Lawson, Sharon F.	5,000.00
00-CV-0449	Luqman, Muhammad F.	598.23
00-CV-0450	Martinez, Manuel	613.00
00-CV-0451	Mayfield, Cecil	538.27
00-CV-0453	Niggemann, Gayle M.	Denied
00-CV-0454	Perkins, Ericka	1,795.10
00-CV-0455	Phillips, Tyteanna	4,248.04

00-CV-0456	Pike, Harris	7,827.00
00-CV-0458	Schneider, Nora	2,276.61
00-CV-0459	Seals, De Shawn	27,000.00
00-CV-0461	Stevenson, Robert	7,648.96
00-CV-0462	Story, Luzapharie R.	Denied
00-CV-0463	Taylor, Annie	4,595.68
00-CV-0464	Walls, Anna	5,000.00
00-CV-0465	Watkins, Dale	27,000.00
00-CV-0466	Weeks, Niekia	7,229.16
00-CV-0467	Winters, Robert A.	Denied
00-CV-0468	Zembowski, Daniel	3,093.98
00-CV-0472	Andrade, Humberto	27,000.00
00-CV-0473	Barber, Bernice	3,309.08
00-CV-0474	Benjamin, La Sonya G. & Jones, Stephanie	27,000.00
00-CV-0475	Bowman, Regina	Denied
00-CV-0476	Bowman, Regina	Denied
00-CV-0477	Boykin, Melvin	Reconsidered Denial
00-CV-0479	Collins, Robbin	4,114.20
00-CV-0481	Donley, Malcolm G.	3,809.30
00-CV-0482	Edwards, Hazel A.	27,000.00
00-CV-0483	Edwards, Hazel A.	Denied
00-CV-0484	Edwards, Hazel A.	1,305.00
00-CV-0485	Edwards, Hazel A.	1,305.00
00-CV-0486	Hawkins, Gladys J.	224.50
00-CV-0488	McNeil, Donna	Denied
00-CV-0489	Mills, Jennifer A.	380.65
00-CV-0490	Rockford, Jerome P.	3,007.83
00-CV-0491	Stewart, Clara	Denied
00-CV-0492	Thomas, Tempie C.	Denied
00-CV-0493	Williams, Lillian L.	3,506.73
00-CV-0494	Wilson, Larayne	4,706.00
00-CV-0495	Day, Mae L.	352.04
00-CV-0498	Collins, Terri	4,003.17
00-CV-0500	Davis, Charles R., Jr.	Denied
00-CV-0502	Jimenez, Marcela	2,912.00
00-CV-0504	Kerns, John	Dismissed
00-CV-0505	Korte, Sharla R.	4,363.67
00-CV-0506	Lucena, Maria	2,074.08
00-CV-0507	Perry, Latonia	3,475.00
00-CV-0508	Powell, Charles	1,729.74
00-CV-0509	Solomon, Audrey	5,000.00

00-CV-0510	Thomas, William	Denied
00-CV-0511	Troy, Laurann & Clayborn, Laura	3,300.00
00-CV-0512	Williams, Tanisha L.	Denied
00-CV-0513	Woods, Pamela	Denied
00-CV-0514	Adams, Phillip	2,723.97
00-CV-0515	Bingham, Lisa A.	27,000.00
00-CV-0516	Bingham, Lisa A.	Denied
00-CV-0517	Blankley, Eric J.	613.14
00-CV-0518	Bullock, Isidee	3,030.00
00-CV-0519	Goggin, Timothy E.	11,736.95
00-CV-0520	Johnson, Lorraine	Denied
00-CV-0521	King, David	27,000.00
00-CV-0524	Schneller, Carol A.	282.58
00-CV-0525	Schneller, Carol A.	227.25
00-CV-0526	Stone, Regina L.	Reconsidered Dismissal
00-CV-0527	Townes, Winnie	5,000.00
00-CV-0529	Williams, Larell	15,950.00
00-CV-0530	Witherspoon, Charmeita	5,346.08
00-CV-0531	Witt, Jeffrey T.	2,222.55
00-CV-0532	Zimmerman, Robert C.	361.75
00-CV-0537	Allen, Trevor L.	330.00
00-CV-0539	Brown, Marguerite	4,708.32
00-CV-0540	Brown, Peggy E.	Denied
00-CV-0542	Costilla, Jose C. D.	3,806.67
00-CV-0545	Gray, Yolanda	1,348.55
00-CV-0546	Mason, Sylvia	Denied
00-CV-0548	Larson, Melissa F.	135.00
00-CV-0549	Austin, Jessie	11,818.25
00-CV-0550	Barber, Geraldine	3,910.26
00-CV-0551	Brown, Charles	Dismissed
00-CV-0552	Chavez, Maria P.	1,557.00
00-CV-0554	Cobb, W. C.	144.03
00-CV-0555	Dixon, Paul	Denied
00-CV-0556	Fernandes, Patrick	10,306.49
00-CV-0558	Garrett, Abdul	4,932.45
00-CV-0559	Gilmore, James W.	240.50
00-CV-0560	Glass, Charles, Sr.	Dismissed
00-CV-0562	Hibbler, Cortez	Denied
00-CV-0563	High, Flora	Denied
00-CV-0564	Jackson, Temeka	Denied
00-CV-0565	Johnson, Cecilia	Denied

00-CV-0566	Latham, Daisy L.	1,670.70
00-CV-0567	Mattingly, Amy	15,188.46
00-CV-0568	Montano, Alfredo, Sr.	5,000.00
00-CV-0569	Morris, Rodney D.	Denied
00-CV-0571	Mosley, James	2,241.93
00-CV-0572	Myatt, Cornell E.	Denied
00-CV-0573	Northern, Holly R.	Denied
00-CV-0574	Pavluk, Peter	1,898.29
00-CV-0575	Ramos, Daniel	22,011.09
00-CV-0576	Smith, Jaxqueline A. M.	392.60
00-CV-0577	Thornton, Gail	50.00
00-CV-0578	Van Geertruy, Edie A.	785.30
00-CV-0579	Wade, Adrian	Denied
00-CV-0580	Wasowicz, Helena	284.50
00-CV-0582	Bowens, Gyasi	3,193.60
00-CV-0583	Bonner, Vera	5,000.00
00-CV-0584	Burrage, Lavel	2,373.75
00-CV-0585	Carter, Alexis C.	20,901.38
00-CV-0586	Forrest, Keith	1,371.00
00-CV-0587	Griffin, Patricia	Denied
00-CV-0588	Guillen, Antonio	3,800.00
00-CV-0589	Halton, Jason	Denied
00-CV-0590	Heard, Milton	Denied
00-CV-0592	Jones, Fred L., Jr.	175.00
00-CV-0593	Kilpatrick, Thomas	720.60
00-CV-0594	Lee, Timothy	Denied
00-CV-0595	Le Flore, Marcus M.	Denied
00-CV-0597	Murff, Mary	Denied
00-CV-0598	Northington, Lester	2,012.04
00-CV-0599	Snelling, Rayna	482.30
00-CV-0600	Thornton, Chester	2,703.67
00-CV-0602	Beaty, Diane	137.36
00-CV-0604	Cortez, Milagros	1,422.74
00-CV-0605	Dean, Douglas	4,366.50
00-CV-0606	Dixon, Devore N.	6,662.74
00-CV-0607	Dotts, Michael L.	16,650.05
00-CV-0609	Frazier, Deloris J.	27,000.00
00-CV-0611	Lopez, Luis E.	4,654.45
00-CV-0613	Moore, Shelly	323.70
00-CV-0614	McElheny, Vicki	860.25
00-CV-0616	Oliver, Yvonne	270.50

00-CV-0617	Oliver, Yvonne	46.05
00-CV-0618	Patterson, Gamelle	5,947.77
00-CV-0619	Risenzon, Alla	5,000.00
00-CV-0621	Smith, Janice	Denied
00-CV-0622	Stubblefield, Sarah P.	4,520.00
00-CV-0623	Thompkins, Robert	27,000.00
00-CV-0624	Weeden, La Donna M.	3,666.90
00-CV-0625	White, Eular	4,261.66
00-CV-0626	Williams, La Shawna & Williams Qualls, Mary	5,000.00
00-CV-0627	Williams, Sonja D.	3,286.20
00-CV-0628	Benitez, Manuel	1,463.27
00-CV-0629	Doston, Geraldine	Denied
00-CV-0630	Dorrough, Charles	Denied
00-CV-0632	Hemphill, Norman	1,057.00
00-CV-0633	Jasinski, Sheila	Denied
00-CV-0635	Lynch, Sherry	Denied
00-CV-0636	Mohamed, Ouharda	27,000.00
00-CV-0637	Reggans, Gawain	26,519.28
00-CV-0638	Villa, Carmen	637.50
00-CV-0639	Williams, Jacquelyn	600.00
00-CV-0642	Anderson, Peggy	Denied
00-CV-0643	Frazier, Daryl	Reconsidered Denial
00-CV-0644	Hethington, Lenora	Denied
00-CV-0645	Jackson, Anthony	Denied
00-CV-0647	Miller, Elizabeth J.	5,821.27
00-CV-0649	McAbee, Gretha	4,003.50
00-CV-0650	Park, Nong Woong	654.25
00-CV-0651	Paul, Waylon	549.75
00-CV-0652	Quinones, Mario	5,000.00
00-CV-0653	Cotto, Rafaela	213.65
00-CV-0654	Vickery, Edmund G.	1,521.50
00-CV-0655	Zafer, Emily M.	3,922.00
00-CV-0656	Aguilera, Juan	27,191.70
00-CV-0657	Blazer, Hiedi	310.85
00-CV-0659	Flores, Victor	3,209.10
00-CV-0662	Harpole, Marcella L.	11,194.31
00-CV-0663	Henson, Priscilla M.	3,550.40
00-CV-0666	Kingyon, Robert E.	27,000.00
00-CV-0667	Pfister, Thomas	27,000.00
00-CV-0668	Tillman, Brian	9,142.47

00-CV-0669	Tucker, Jeffrey A., II	1,104.45
00-CV-0670	Wallace, Wilma	4,050.25
00-CV-0671	Wilkerson, Darryl	Dismissed
00-CV-0673	Zdanowicz, Lucyna	Denied
00-CV-0674	Guzman, Maria E.	Denied
00-CV-0675	Bartlett, Nichole K.	535.59
00-CV-0676	Bateta, Sergio	1,586.86
00-CV-0677	Cain, Jean M.	4,898.00
00-CV-0678	Edwards, Dorothy	825.22
00-CV-0679	Elmore, Mary K.	Denied
00-CV-0681	Griggs, Dorothy	341.71
00-CV-0682	Hall, Gerrilyn	Denied
00-CV-0683	Harasimowicz, Peter	5,812.73
00-CV-0684	Hickey, Charles K., Jr.	Denied
00-CV-0685	Jimenez, Leonardo	Dismissed
00-CV-0687	Johnson, Johnnie	12,971.51
00-CV-0688	Komlo, Anna	Dismissed
00-CV-0689	Lara, Heriberto	5,469.82
00-CV-0691	Medina, Iris	616.40
00-CV-0692	Miller, Lorrie	423.77
00-CV-0693	Osorio, Rosario	1,743.53
00-CV-0694	Robertson, John K.	1,196.07
00-CV-0695	Rogers, Melvin B., Jr.	27,000.00
00-CV-0696	Rojas, Emilio	5,000.00
00-CV-0697	Salah, Riyad	8,431.60
00-CV-0698	Santoyo, Ricardo	136.35
00-CV-0699	Smith, Jessie L.	Denied
00-CV-0700	Sumner, Marcellus	Denied
00-CV-0702	Verardi, Robert L.	7,704.96
00-CV-0703	Wallace, Valeria	995.00
00-CV-0704	Young, Lakisha T.	5,000.00
00-CV-0705	Flosi, La Verne P. & Keller, June F.	5,000.00
00-CV-0709	Carter, Chris	Denied
00-CV-0710	Channey, John	Denied
00-CV-0711	Douglas, Norma	5,000.00
00-CV-0712	Cottier, Lauren	8,802.66
00-CV-0714	Gorman, Andrea	1,044.00
00-CV-0717	Matney, Theodore	Denied
00-CV-0718	Pinkston, Charles L.	5,043.77
00-CV-0719	Williams, Bernice	11,456.12
00-CV-0725	Brown, George	4,108.64

00-CV-0726	Cervantes, Jose	Denied
00-CV-0727	Crump, Dorothy	5,299.22
00-CV-0728	Del Toro, Ramona	27,000.00
00-CV-0730	Grant, Richard M.	7,202.70
00-CV-0732	King, Vernon	454.50
00-CV-0733	Moore, Rena D.	Denied
00-CV-0734	McCaskill, Steven W.	Denied
00-CV-0735	Robinson, Carolyn	Denied
00-CV-0736	Velasquez, Edwin	Denied
00-CV-0737	Bolden, Brenda	27,000.00
00-CV-0738	Cason, Vinettia	693.10
00-CV-0739	Cook, Denise	1,302.00
00-CV-0740	Fields, Dennis	21,260.73
00-CV-0741	Jackson, Lionel	Denied
00-CV-0742	Nash, Maggieal	Denied
00-CV-0744	Shelton-Jones, Georgia V. & Shelton, Dania R.	27,000.00
00-CV-0745	Smith, Alexis	Denied
00-CV-0746	Smith, Alexis	Denied
00-CV-0747	Tellez, Francisco	2,347.75
00-CV-0749	Williams, Ray B., Jr.	Denied
00-CV-0750	Wright, Larry	20,938.54
00-CV-0751	Zaidi, Syed Tausif Abbas	Denied
00-CV-0752	Allen, Robert	6,894.83
00-CV-0753	Anderson, Derrick	18,629.36
00-CV-0755	Bledsoe, Sandra K.	309.40
00-CV-0756	Landa, Camerino	7,772.81
00-CV-0757	Denham, James	27,000.00
00-CV-0758	Flowers, Candy	Denied
00-CV-0759	Flowers, Candy	Denied
00-CV-0761	Green, Paulette	1,236.00
00-CV-0762	Hooper, Robert D., Jr.	406.46
00-CV-0763	Holliday, Jo Ann	Denied
00-CV-0764	Hollimon, Carline Pasquier	218.11
00-CV-0765	Ignarska, Zofia	675.00
00-CV-0766	Leavitt, John	348.00
00-CV-0767	Meeks, Ruthie	Denied
00-CV-0769	Nabors, Kevin	7,988.20
00-CV-0772	Smith, John D.	2,023.05
00-CV-0773	Spann, Labar	Denied
00-CV-0774	Stubbe, Mary E.	Denied

00-CV-0776	Watkins, Cornell	696.33
00-CV-0777	Phillips, Rionocco	1,390.00
00-CV-0778	Arnold, Jeffrey	8,890.00
00-CV-0779	Diaz, Veronica	Denied
00-CV-0780	Estrada, Kimberle A.	Denied
00-CV-0781	Feagans, Jonathan W.	27,000.00
00-CV-0782	Fedechko, Liliana	471.00
00-CV-0783	Hawkins, Mozella	Denied
00-CV-0785	Hockin, Ruth M.	1,116.75
00-CV-0786	Jarrett, Mary	258.30
00-CV-0787	Lambert, Randy L.	25,478.74
00-CV-0788	Miller, Tremont	27,000.00
00-CV-0789	Morales, Loyda	300.00
00-CV-0790	McKinney, Denzil H.	10,303.52
00-CV-0791	Nagy, Cynthia M.	587.00
00-CV-0792	O'Neal, Courtina	4,781.67
00-CV-0793	Oyabu, Nobuko	84.46
00-CV-0795	Penny, Rosalind	5,000.00
00-CV-0796	Rzasa, Charlotte	418.01
00-CV-0797	Sopko, Anthony C.	945.38
00-CV-0799	Weatherspoon, Fletcher	2,657.67
00-CV-0800	Williams, Le'Paul G.	27,000.00
00-CV-0802	Ashford, Mattie M.	704.88
00-CV-0803	Bennett, Alice M.	1,793.48
00-CV-0804	Brockman, Steven D.	4,455.75
00-CV-0805	Clancy, Patrick	200.00
00-CV-0806	Clark, Andrew	2,034.00
00-CV-0807	Conaway, Ruth H.	5,000.00
00-CV-0809	Delgado, Antonio	285.00
00-CV-0810	Falzone, John	16,260.89
00-CV-0811	Griggs, Linda	5,000.00
00-CV-0812	Hatch, Melvin	12,414.25
00-CV-0813	Havis, Stephanie D.	Denied
00-CV-0814	Howard, Joseph	21,550.15
00-CV-0815	Kelley, Jerrain	915.00
00-CV-0817	Lewis, Meco J.	27,000.00
00-CV-0818	Losurdo, Christopher M.	2,445.36
00-CV-0819	Louis, La Darrell	6,521.94
00-CV-0820	Matayosian, Mark A.	1,718.00
00-CV-0821	Jamison, Morrell	19,046.12
00-CV-0822	Muniz, Maria	395.50

00-CV-0823	Mynor, Richard	Denied
00-CV-0824	Norris, Arthur	27,000.00
00-CV-0825	Pucci, Robert C.	Denied
00-CV-0826	Robinson, Nelson	977.25
00-CV-0827	Rodriguez, Ortelio	5,820.60
00-CV-0828	Slater, Lois	5,000.00
00-CV-0829	Turner, Tandala	Dismissed
00-CV-0831	Zuniga, Carmen B.	4,427.19
00-CV-0833	Hill, Linda	3,827.20
00-CV-0835	Carrera, Abelardo	27,000.00
00-CV-0836	Doss, Lorraine J.	Denied
00-CV-0838	Hunt, Wayne	6,569.38
00-CV-0839	Jones, Alice	3,523.90
00-CV-0840	Luna, Juan, Sr.	5,000.00
00-CV-0845	Newsome, Kenneth	11,157.32
00-CV-0846	Robinson, James	4,747.00
00-CV-0847	Roy, Johnnie M. & Mong, Shirley R.	5,000.00
00-CV-0848	Sanchez, Ralphael	5,735.61
00-CV-0849	Terrell, Eldridge	13,562.89
00-CV-0850	Villanueva, Genoveva	476.00
00-CV-0851	Villanueva, Genoveva	296.00
00-CV-0852	Wilborn, Felicia Y.	227.25
00-CV-0853	Wilson, Steven G.	3,037.44
00-CV-0855	Armstead, Betty	Denied
00-CV-0856	Ayers, Laturs	9,262.63
00-CV-0857	Calderon, Jose	8,314.67
00-CV-0858	Coats, Susie	3,951.00
00-CV-0859	Brown, Grady	8,204.26
00-CV-0860	Guy, Diana	20,225.19
00-CV-0862	Herrera, Graciela	1,453.82
00-CV-0863	Kociolek, Marek	Denied
00-CV-0864	Kociolek, Marek	Denied
00-CV-0865	Loman, Tyrone	Reconsidered Dismissal
00-CV-0868	Milliken, Tami	841.88
00-CV-0869	Monreal, Luis & Marissa	3,164.00
00-CV-0870	Pryor, Rachael L.	1,820.95
00-CV-0871	Siemzuch, Stephan	27,000.00
00-CV-0872	Johnson, Tabares	3,762.21
00-CV-0873	Thurmond,Kaviya	Denied
00-CV-0875	Wilson, Walter E.	Denied
00-CV-0877	Blocklinger, Chad J.	426.10

00-CV-0878	Brinson, Charles E.	2,141.70
00-CV-0879	Davis, Shynoina	2,865.51
00-CV-0880	Gaddy, Derrick	8,405.23
00-CV-0881	Jones, Jamesetta Ford	5,000.00
00-CV-0882	Krzeczkowski, Joanna	Denied
00-CV-0883	Lynch, Sherry	Denied
00-CV-0885	Merrifield, Eileen M.	5,000.00
00-CV-0886	Ramirez, Jaime A.	23,014.75
00-CV-0887	Sergey, Bilenko	3,795.00
00-CV-0888	Smith, Debra	518.00
00-CV-0889	Williams, Dennis	7,669.51
00-CV-0892	Blanchard, Shirlnise	Denied
00-CV-0893	Burgess, Earnest	Denied
00-CV-0894	Duff, Patricia	5,000.00
00-CV-0895	Eckhart, Nathan	423.49
00-CV-0896	Garcia, Juan Miguel	27,000.00
00-CV-0897	Hammond, Tyrone	Denied
00-CV-0898	Hardeman, Rose	Denied
00-CV-0900	Jones, Rayfield	Denied
00-CV-0901	Lamas, Aurelio R.	5,284.00
00-CV-0902	Perkins, Joycelyn Y.	Denied
00-CV-0903	Ramirez, Jorge	Denied
00-CV-0904	Torres, Robert	15,237.42
00-CV-0905	Wheeler, Dorothy	Denied
00-CV-0906	White, Anthony	Denied
00-CV-0908	Williams, Jason T.	Denied
00-CV-0915	Chandler, Ann Marie	1,491.50
00-CV-0916	Cholico, Maria	Reconsidered Denial
00-CV-0917	Coleman, Lonnie	3,831.70
00-CV-0918	Coronel, Carmelita M.	1,101.32
00-CV-0919	Hayden, Horace V.	204.04
00-CV-0920	Horton, Nicole	4,529.37
00-CV-0922	Jackson, Teresa	3,986.96
00-CV-0923	Jones, Charles	125.00
00-CV-0924	Kociolek, Marek	Denied
00-CV-0925	Lowder, Tabatha Jean	797.10
00-CV-0926	Marudecki, Anne S. & Joyce A.	3,150.00
00-CV-0927	Pollard, P. Paul	4,386.08
00-CV-0928	Spence, Delisha D.	Dismissed
00-CV-0929	Streibich, Frank	440.90
00-CV-0930	Vizethum, Allegra	460.00

00-CV-0933	Jacknewitz, Dennis J.	16,016.43
00-CV-0934	Otto, Claire	5,000.00
00-CV-0935	Stevenson, Juanita	25,000.00
00-CV-0936	Bell, Mary	2,622.00
00-CV-0937	Craighead, Solomon	3,057.60
00-CV-0938	Harris, Frank, Jr.	Denied
00-CV-0939	Hendricks, Roy	945.65
00-CV-0940	Jackson, Derwin	3,868.67
00-CV-0942	Kennel-Bey, Dusmane, Sr.	Denied
00-CV-0943	Lander, Jeremie	27,000.00
00-CV-0944	Melendez, Jose	839.43
00-CV-0945	Miller, Rena M.	5,000.00
00-CV-0946	Muranski, Maria	900.00
00-CV-0947	Payne, Gregory	Denied
00-CV-0948	Polk, Veronica R.	Denied
00-CV-0949	Regains, Antoinette	Denied
00-CV-0950	Richards, Catherine	8,301.69
00-CV-0951	Rosado, Orlando	4,632.50
00-CV-0953	Smith, Alvin	Denied
00-CV-0954	Strong, Larry	5,000.00
00-CV-0955	Taylor, Patricia	2,336.46
00-CV-0958	Woolen, Joseph C., II	Denied
00-CV-0959	Baker-Parsons, Rose	1,006.25
00-CV-0960	Burrell, Pamela	454.60
00-CV-0961	Butterfield, Kelly	1,034.44
00-CV-0962	Cabrales, Auscencio	27,000.00
00-CV-0963	Colby, Christopher	27,000.00
00-CV-0964	Davenport, Claudia	Denied
00-CV-0965	Dordies, James	27,000.00
00-CV-0966	Garnett, Alan	4,734.74
00-CV-0968	Gillarm, Michelle	1,081.94
00-CV-0970	Martinez, Antonio	19,479.90
00-CV-0973	Lebron, Alphonso	27,000.00
00-CV-0974	Mena, Elvira & Enrique	5,000.00
00-CV-0975	Matthews, Laterrance	385.00
00-CV-0978	Reyes, Gloria	5,000.00
00-CV-0980	Snyder, Ginger G.	1,706.05
00-CV-0981	Soto, Victor M.	200.50
00-CV-0983	Tiggs, Flora	Denied
00-CV-0984	Tummins, Lawrence E.	283.20
00-CV-0985	Vera, Jose Luis Pavon	10,669.25

00-CV-0986	Villasenor, Juan	Denied
00-CV-0987	Wilkerson, Willie, Jr.	27,000.00
00-CV-0988	Winselle, Jorel	1,605.00
00-CV-0990	Young, Clifton	320.00
00-CV-0991	Cathey, Susie	Denied
00-CV-0992	Evans, Lynn M.	1,000.00
00-CV-0994	Baylon, Priscilla	27,000.00
00-CV-0995	Billings, Veronica E.	Denied
00-CV-0996	Burton, Roger	3,395.70
00-CV-0997	Diaz, Daniel, Jr.	5,000.00
00-CV-0998	Dumke, Justin C.	1,781.68
00-CV-0999	Eighnor, David E.	Denied
00-CV-1002	Holden, Linda & Berry, Shavannah	4,886.56
00-CV-1003	Korytkowska, Ewa	848.62
00-CV-1004	Ponce, Aldo	Denied
00-CV-1005	Shadis, Cheri L.	936.35
00-CV-1006	Williams, Christina	13,051.78
00-CV-1007	Williams, Steve R.	18,907.01
00-CV-1008	Streeter, Annie	3,000.00
00-CV-1009	Aikens, Kimberly S.	Denied
00-CV-1010	Bey, Dameion	Denied
00-CV-1012	Parnell, Bobbie	Denied
00-CV-1013	Doolen, Katie	Dismissed
00-CV-1015	Henderson, Edward	1,074.24
00-CV-1016	Ivy, Beverly	5,000.00
00-CV-1017	Jackson, Roberta D.	5,000.00
00-CV-1018	Johnson, Carlos M.	27,000.00
00-CV-1019	Juarez, Javier	3,104.35
00-CV-1020	Kuchurczyk, Marek	78.00
00-CV-1021	Lewis, Dustin M.	602.59
00-CV-1023	Lucero, Flor	Denied
00-CV-1024	Morehead, Jane	172.00
00-CV-1026	Neals, T. J.	3,206.87
00-CV-1028	Procter, Stacey	27,000.00
00-CV-1035	Williams, Maxine	Denied
00-CV-1036	Almaguer, Maria G.	5,000.00
00-CV-1037	Baldyga, John	5,000.00
00-CV-1038	Broome, Norma	3,396.96
00-CV-1039	Davis, Matt A.	15,920.86
00-CV-1040	Delgado, Evaristo A.	330.00
00-CV-1043	Mitchell, Blanch	Denied

00-CV-1044	Ocegueda, Ana	Denied
00-CV-1046	Ortega, Jose	206.80
00-CV-1047	Parker, Michael	27,000.00
00-CV-1048	Parks, Larry	13,042.11
00-CV-1049	Rios, David	6,043.66
00-CV-1050	Round, Larry	19,322.84
00-CV-1051	Santiago, Alvaro	4,315.97
00-CV-1053	Perez, John D.	1,656.30
00-CV-1054	Brown, Kerry	18,645.22
00-CV-1055	Cruz, Tony	11,967.75
00-CV-1056	Davenport, Sean	18,981.21
00-CV-1057	Eckstrom, Kari	2,087.00
00-CV-1058	Ford, Tasha	1,297.00
00-CV-1061	Manzo, Martin	7,155.60
00-CV-1062	Perez, Gustavo	12,544.99
00-CV-1063	Prieto, Alexander	723.79
00-CV-1065	Jamal, Shadab	9,425.00
00-CV-1066	Willis, Sedwick	107.20
00-CV-1067	Wilson, Earline	3,463.12
00-CV-1069	Chism, Jerrell	Denied
00-CV-1075	Gomez, Vincente	3,967.05
00-CV-1077	Green, Robin	201.76
00-CV-1078	Hall, Earnest	7,012.60
00-CV-1079	Hill, Thelma	Denied
00-CV-1083	Johnson, Marlon W.	Denied
00-CV-1085	Lumas, Booker	Denied
00-CV-1086	Martin, Nadine	4,695.38
00-CV-1087	Morales, Mona	800.00
00-CV-1088	Perteete, Ricky	5,134.75
00-CV-1093	Seropien, David	Dismissed
00-CV-1096	Tamraz, Jacqueline	2,317.10
00-CV-1097	Williams, Roy	Denied
00-CV-1098	Williams, Tony E.	3,923.34
00-CV-1103	Tunde, Anita Thomas	3,000.00
00-CV-1105	Canchola, Mario	Denied
00-CV-1106	Carpenter, Connie J.	1,130.55
00-CV-1107	Cummings, Christopher P.	885.00
00-CV-1108	Davis, Angela C.	Denied
00-CV-1109	Davis, Juliet	Denied
00-CV-1110	Dukes, Rosie	Denied
00-CV-1113	Evans, Hurtistine	Dismissed

00-CV-1114	Gaines, Gary	Denied
00-CV-1115	Gonzalez, Efrain	4,920.12
00-CV-1116	Jakovec, Sandra	6,837.69
00-CV-1119	Matthews, Keithrick	2,446.58
00-CV-1122	Ortiz, Julia	27,000.00
00-CV-1124	Savala, David	Denied
00-CV-1126	Urrutia, Edgar	9,189.24
00-CV-1127	Vance, Frank	24,292.20
00-CV-1130	Lyon, Wilma	Denied
00-CV-1133	Goldstein, Lori	Denied
00-CV-1135	Riggins, Lexsola	4,024.31
00-CV-1136	Holt, Lovie	Denied
00-CV-1137	Ivory, Katrina R.	862.04
00-CV-1138	Porter, Delbert	Denied
00-CV-1139	Roberts, Mario	Denied
00-CV-1143	Craft, Fate, Jr.	Denied
00-CV-1144	Diaz, Rodolfo, Jr.	10,968.68
00-CV-1145	Douglas, Annie Wilder	5,000.00
00-CV-1146	Dukes, Donald	18,846.90
00-CV-1149	Garbrecht, Mark D.	1,601.94
00-CV-1153	Hawthorne, Kenji	27,000.00
00-CV-1154	Hayes, Charliestene	4,360.88
00-CV-1155	Henley, Natalie	3,000.00
00-CV-1156	Jeffries, Ronald	260.00
00-CV-1158	Perez, Francisco	4,104.02
00-CV-1159	Reid-Harris, Joni	738.25
00-CV-1162	Smith, Lanetta	Denied
00-CV-1163	Spearman, Tulsia T.	2,241.47
00-CV-1164	Weeks, Brenda	3,736.00
00-CV-1165	Williams, Kendric	12,824.46
00-CV-1166	Williamsen, Vicki L.	Denied
00-CV-1167	Woolen, Armelder	5,000.00
00-CV-1169	Augustyn, Mark	963.00
00-CV-1170	Burgess, John B., Jr.	Denied
00-CV-1171	Morrison, Duane	5,000.00
00-CV-1175	Avila, Jose A.	4,767.08
00-CV-1176	Bethany, Vanessa	Denied
00-CV-1177	Bethany, Vanessa	90.90
00-CV-1180	Hearn, Ivora	Denied
00-CV-1182	Hodge, Jerusha N.	Denied
00-CV-1183	McDonald, Mitchell, Jr.	1,515.00
00-CV-1185	Parker, Theresa	9,131.19

00-CV-1186	Sanchez, Adam	Denied
00-CV-1187	Scott, Lewis	266.80
00-CV-1188	Banks, Eldon M.	15,600.00
00-CV-1192	Morataya, Marvin	14,370.07
00-CV-1195	Williams, Tammy & Braswell, Phyllis	1,690.00
00-CV-1197	Cohn, Michael	Denied
00-CV-1198	Gonzalez, Zuleima	473.75
00-CV-1203	Rivera, Mirabelle	305.90
00-CV-1204	Rosado, John	Dismissed
00-CV-1206	Valentine, Diane	502.91
00-CV-1209	Wilson, Debra E.	Denied
00-CV-1213	Carney, Linda Morrow	Denied
00-CV-1215	Davis, Arthur & Otis, Jr.	5,000.00
00-CV-1217	Flagg, Onisha	435.60
00-CV-1218	Hambrick, Norene	2,453.76
00-CV-1221	Lickus, Tara	Denied
00-CV-1222	Lopez, Jorge	Denied
00-CV-1223	Luckett, Lisa	4,053.60
00-CV-1224	Moore, Craig T.	Denied
00-CV-1226	McMichaels, Antionia	3,745.00
00-CV-1227	Nyhanna, Amy J.	170.00
00-CV-1229	Roman, Ralph	Dismissed
00-CV-1233	Barrera, Jacqueline	5,000.00
00-CV-1236	Entin, Elena	Denied
00-CV-1237	Gehlken, Dorothy	Denied
00-CV-1239	King, Kenyafa M.	Denied
00-CV-1242	Thomas, Doris	5,000.00
00-CV-1243	Tyson, Vera	4,203.00
00-CV-1245	Walters, John	1,887.00
00-CV-1246	Albalas, Esther	24,656.57
00-CV-1248	Bennett, Aristeal E.	2,234.72
00-CV-1249	Boyd, Susan	5,000.00
00-CV-1251	Cannon, Martha	5,000.00
00-CV-1252	Carlvin, Sherry	3,167.00
00-CV-1255	Crowley, Benancio L.	5,800.03
00-CV-1256	Dodd, Eric	2,250.00
00-CV-1257	Gardner, Earnestine	1,552.24
00-CV-1258	Lazenby, Ronald D.	18,438.00
00-CV-1263	Sullivan, Carmella A.	5,000.00
00-CV-1264	Trumblay, Geraldine	27,000.00
00-CV-1265	Trumblay, Kristy	1,015.62

00-CV-1266	Bogusz, Carol	994.62
00-CV-1269	Brown, Cordella	5,000.00
00-CV-1275	Jones, Diana T.	27,000.00
00-CV-1276	Leal, Gaylene C.	409.05
00-CV-1277	Manney, Robert	493.90
00-CV-1278	Marr, Donna	1,378.04
00-CV-1279	Miller, John, Jr.	Denied
00-CV-1282	Pewee, Shannette	3,973.05
00-CV-1285	Vaughns, Betty	11,000.00
00-CV-1286	Evans, Alonzo	27,000.00
00-CV-1287	Dockery, Addie B.	Denied
00-CV-1289	Sokol, Stanislaw	142.75
00-CV-1291	Cerero, Maria	905.00
00-CV-1292	Crider, Edward	Denied
00-CV-1295	Harrison, Jon	1,209.70
00-CV-1296	Murry, Michael	5,729.00
00-CV-1298	Walker, Roneial R.	7,187.28
00-CV-1301	Burage, Rita	3,674.00
00-CV-1303	Gaynor, Patricia	Denied
00-CV-1306	Madison, Alton A.	8,598.89
00-CV-1307	Martinez, Carmelo	6,939.58
00-CV-1308	Morrison, Tyrone	Denied
00-CV-1312	Rosado, Reymond	3,360.00
00-CV-1313	Ruacho, Cipriano	Denied
00-CV-1314	Smith, Corey	Denied
00-CV-1315	Smith, Donna J.	1,868.06
00-CV-1316	Terry, Allena C.	132.60
00-CV-1317	Young, Odell	Denied
00-CV-1320	Gonzalez, Oscar, Sr.	Denied
00-CV-1323	Feldman, Fred	2,447.83
00-CV-1325	Hudson, Anika	Denied
00-CV-1328	Love-Myles, Brenda	5,000.00
00-CV-1329	Marshall, Darryl E.	Dismissed
00-CV-1331	Winne, Jeffrey L.	5,000.00
00-CV-1332	Mendoza, Cira	Denied
00-CV-1333	Arnold, Yvonne	Denied
00-CV-1335	Brown, Kelvin	1,596.70
00-CV-1336	Castro, Vidal	430.90
00-CV-1337	Collins, La Donna	4,692.23
00-CV-1339	Hollins, Claudia	3,928.00
00-CV-1341	Johnson, Joyce	1,767.50

00-CV-1344	Oellerich, Wayne	5,000.00
00-CV-1345	Peaks, Wanda M.	Denied
00-CV-1347	Ross, Etta J.	2,990.00
00-CV-1348	Schuelke, Daniel H.	667.00
00-CV-1349	Warren, Mark	11,544.68
00-CV-1350	Wheeler, Dorothy	454.50
00-CV-1352	Wurn, Rodney	Denied
00-CV-1355	Keller, June F.	Denied
00-CV-1356	Luvert, Alphonso A., Sr.	Denied
00-CV-1365	Hamilton, Corey	4,693.92
00-CV-1366	Davis, Lashaun	27,000.00
00-CV-1368	Eddington, Larry	5,000.00
00-CV-1370	Garcia, Carmen	Denied
00-CV-1373	Moffett, William	Denied
00-CV-1375	Olvera, Carlos, Jr.	1,585.00
00-CV-1383	Rico, Roberto	Denied
00-CV-1385	Walker, Bashir	2,492.02
00-CV-1386	Williams, Ardelia	3,250.00
00-CV-1388	Haynes, Rickita	Denied
00-CV-1392	Bultema, Stanley	Denied
00-CV-1393	Canfield, Shunda	Dismissed
00-CV-1395	Cooper, Anita	175.00
00-CV-1396	Cotton, Valerie	1,792.50
00-CV-1397	Cozzi, Joanna	Reconsidered Denial
00-CV-1398	Davis, Tawana M.	651.00
00-CV-1399	Gramata, Josef	6,187.75
00-CV-1400	Holmon, Kenjuan	Denied
00-CV-1401	Jones, Jason	Denied
00-CV-1403	Mitchell, James	Denied
00-CV-1406	McClain, Samuel	5,533.75
00-CV-1407	Owens, Arleanec	Denied
00-CV-1408	Patrick, Stacy	Denied
00-CV-1409	Rayford, Raymond H.	Denied
00-CV-1413	Thornton, Gail	Denied
00-CV-1416	Woodard, Angela	534.00
00-CV-1417	Zbynski, John	Denied
00-CV-1422	Harvey, Lois T.	Denied
00-CV-1423	Konczak, Bryan	Denied
00-CV-1425	Mitchell, Carolyn	5,000.00
00-CV-1428	Skladnik, Halina M.	908.00
00-CV-1429	Wilkinson, Bonnie	681.75

00-CV-1433	Andrade, Manuel	Denied
00-CV-1436	Bobczyk, Darlene	566.25
00-CV-1437	Booker, Sheila	165.00
00-CV-1439	Brown, Charles	Denied
00-CV-1440	Brown, John	Denied
00-CV-1443	Dupin, Amanda	2,008.79
00-CV-1445	Gray, Frank	1,688.00
00-CV-1446	Gonzalez, Jose	Dismissed
00-CV-1447	Harper, Darrell B.	841.52
00-CV-1448	Holloway, Luticia	Denied
00-CV-1451	Jackson, Twyla	Denied
00-CV-1456	Morris, Kenneth	12,381.25
00-CV-1458	Newson, Kenneth	8,646.75
00-CV-1466	Williams, Carol F.	Denied
00-CV-1469	Ball, Charlie	751.00
00-CV-1475	Canfield, Elvis & Morrison, Kim	320.00
00-CV-1479	Garner, Dyrice	5,000.00
00-CV-1481	Green, Fredrick B.	27,000.00
00-CV-1483	Jones, Darius	Denied
00-CV-1486	Kinney, Bobbie	3,197.61
00-CV-1487	Kociolek, Marek	Dismissed
00-CV-1489	Menzie, Richard	2,899.35
00-CV-1490	Metzler, Heike	Denied
00-CV-1492	McElroy, Tina L.	1,310.40
00-CV-1495	Smith, Janet K.	778.00
00-CV-1496	Thornton, Toy M. & Keith	27,000.00
00-CV-1497	Torres, Maria	4,709.75
00-CV-1498	West, Eric	17,281.43
00-CV-1501	Davis, Leroy	Denied
00-CV-1503	McGrath, Herbert C., Sr.	250.00
00-CV-1504	Torres, Maria	3,000.00
00-CV-1505	Jackson, Mae L.	3,600.00
00-CV-1506	James, Darryl	27,000.00
00-CV-1511	Nutall, Theresa	2,190.00
00-CV-1512	Wilson, Pamela	4,934.20
00-CV-1515	Brooks, Demetrius	Denied
00-CV-1516	Burns, Robert L.	Denied
00-CV-1526	Gardner, Kelli	Denied
00-CV-1529	Horne, Jeffrey L.	Denied
00-CV-1530	Hunt, Joseph	Denied
00-CV-1531	Jones, Casey C.	1,379.50

00-CV-1533	Mirabella, Philip V.	5,000.00
00-CV-1534	Moore, Cynthia	Denied
00-CV-1536	Powell, Harry L.	Denied
00-CV-1537	Prange, David A.	210.24
00-CV-1538	Saunders, Betty Jean	5,000.00
00-CV-1539	Serafin, Joseph	1,816.13
00-CV-1541	Splane, Jodi	60.66
00-CV-1542	Splane, Jodi	921.16
00-CV-1543	Thorpe, John	5,000.00
00-CV-1544	Thorpe, John	5,000.00
00-CV-1545	Turner, Jerry L.	363.60
00-CV-1546	Wallace, Kelly K.	Denied
00-CV-1547	Whiteside, Rhonda	4,578.82
00-CV-1548	Young, Linda	3,693.00
00-CV-1555	Gamblin, Cora	4,246.00
00-CV-1556	Jennings, Catherine	4,271.10
00-CV-1561	Medina, Nilsa	5,000.00
00-CV-1563	Norris, James Molin	Denied
00-CV-1564	Peggs, Patricia L.	5,000.00
00-CV-1565	Ramos, Mercedes	2,378.88
00-CV-1569	Wilson, Benjamin M.	347.00
00-CV-1575	Williams, Yolanda M.	3,496.56
00-CV-1576	Pesola, Michael	Denied
00-CV-1577	Baertschi, Carol	27,000.00
00-CV-1583	Hodges, Yvonne	2,852.00
00-CV-1586	Rollins, Richard, Jr.	Denied
00-CV-1587	Silva, David E.	24,408.50
00-CV-1588	Taylor, Brenda	19,813.72
00-CV-1598	Griffin, Veleria	Denied
00-CV-1599	Hamilton, Irene	5,000.00
00-CV-1602	Mayfield, William	Denied
00-CV-1603	Mostowski, Michele L.	712.93
00-CV-1607	Shehata, Mary	179.00
00-CV-1616	Hill, Sherry J.	Denied
00-CV-1617	Jackson, Marlene	Reconsidered Denial
00-CV-1618	King, Deborah J.	343.79
00-CV-1623	Morales, Marcus	Denied
00-CV-1624	Newson, Lisa	Denied
00-CV-1628	Brown, Charles	Denied
00-CV-1629	Farias, Suzanne	7,968.00
00-CV-1632	Hurley, Ronald	Denied

00-CV-1634	Martin, Robert K.	Dismissed
00-CV-1635	Mayersdorf, Assa	Denied
00-CV-1636	Ollie, Jimmy Lee	Denied
00-CV-1637	Pacheco, Eduardo	Denied
00-CV-1639	Traver, Patricia	900.00
00-CV-1642	Ellis, Cynthia L.	516.55
00-CV-1643	Fregosa, Elvis	Dismissed
00-CV-1656	Anderson, Willie J.	27,000.00
00-CV-1659	Bianco, Lorie A.	Dismissed
00-CV-1668	Hall, Robin E.	4,874.68
00-CV-1669	Hamilton, Antonio D.	Denied
00-CV-1671	Johnson, Martin V., Sr.	5,000.00
00-CV-1677	Molitor, Richard	5,000.00
00-CV-1678	McKnight, Juanita	5,000.00
00-CV-1679	Parks, Corey J.	Denied
00-CV-1690	Young, Derrick G.	Denied
00-CV-1693	Kivarkis, William	Denied
00-CV-1699	Dean, Argentry L.	Denied
00-CV-1702	Johnson, Frederick	Denied
00-CV-1704	Phillips, Vernell	Denied
00-CV-1706	Simmons, Adell	1,473.60
00-CV-1709	White, Lance	Denied
00-CV-1712	Fulton, Emily	Denied
00-CV-1715	Bell, Ebony	Denied
00-CV-1716	Bell, Ebony	Denied
00-CV-1717	Bell, Ebony	Denied
00-CV-1718	Duncan, Sheria	Denied
00-CV-1719	Baggett, Christina Y.	4,089.60
00-CV-1722	Brimmer, Bonigail	5,000.00
00-CV-1737	Todd, Ruby	3,910.28
00-CV-1748	Jones, Connie	Denied
00-CV-1749	Torres, Maria	Denied
00-CV-1752	Crims, Joe L.	Denied
00-CV-1753	Ewing, Joy M.	3,993.55
00-CV-1757	Kolasinski, Richard F.	4,559.80
00-CV-1759	Maloney, Marcus	Dismissed
00-CV-1760	Penzol, Kathy	Denied
00-CV-1766	Park, Soon Ok	Denied
00-CV-1771	Almader, Jovita	5,000.00
00-CV-1778	Moktar, Mohammed	670.00
00-CV-1779	Sibiski, Edward, Jr.	Denied

00-CV-1780	Williams, David	Denied
00-CV-1785	Reynolds, Arlecia	Denied
00-CV-1789	Caldwell, Solonius	Dismissed
00-CV-1790	Carroll, Lee	Denied
00-CV-1793	Feldman, Judith A.	Denied
00-CV-1797	Hudson, Karen	92.40
00-CV-1798	Jackson, Carolyn J.	5,000.00
00-CV-1799	Jones, Carolyn	55.00
00-CV-1802	Lares, Albert a/k/a David Thompson	Denied
00-CV-1803	Lemon, Gwendolyn	5,000.00
00-CV-1807	Nava, Pablo	Denied
00-CV-1814	Timms, Sylvia	Denied
00-CV-1821	Brigham, Lilliette	4,367.25
00-CV-1828	Hicks, Eddie	Denied
00-CV-1832	Lusader, Stacy	249.80
00-CV-1834	McMillan, Rasharrd	Denied
00-CV-1838	Stovall, Medwick	731.82
00-CV-1839	Vacha, Timothy	3,348.15
00-CV-1842	Banks, Eric	Reconsidered Denial
00-CV-1845	Giles, Donald	Denied
00-CV-1849	Knighten, Rosie Lee	Reconsidered Denial
00-CV-1850	Knighten, Rosie Lee	Denied
00-CV-1856	Schnepper, Rebecca	Denied
00-CV-1858	Stenson, David	Denied
00-CV-1868	Boyd, Ida	Denied
00-CV-1880	Holmes, Deborah L.	Denied
00-CV-1887	Jones, Victoria Y.	Denied
00-CV-1891	Lee, Vickey	Denied
00-CV-1892	Lee, Andre	Denied
00-CV-1893	Lewis, Vera	Denied
00-CV-1903	Salcedo, Enrique	Denied
00-CV-1909	Vincent, Angela	5,000.00
00-CV-1918	Sims, Elizabeth	Denied
00-CV-1919	Armstrong, O. Z.	Denied
00-CV-1921	Bruser, Anthony	765.00
00-CV-1924	Davis, Josephine J.	Denied
00-CV-1926	Falls, Etta M.	3,686.00
00-CV-1944	Tuqan, Mhana	Denied
00-CV-1977	Baltazar, Norine M.	Denied
00-CV-1981	Corona, Ramon	Dismissed
00-CV-1984	Griffin, Pearl	Denied

00-CV-1989	Murillo, Javier	Denied
00-CV-1993	Tyler, Quincy	Denied
00-CV-2002	Belton, Eddie, Jr.	Dismissed
00-CV-2006	Gines, Samella	Denied
00-CV-2014	Ramsey, Jackie C., Jr.	Dismissed
00-CV-2022	Walker, Judy	Denied
00-CV-2036	Diorio, James	Denied
00-CV-2039	Hayes, Cynthia	Denied
00-CV-2055	Davenport, Mary	Denied
00-CV-2061	Johnson, Denise E.	Denied
00-CV-2066	Saddle, Mary	Dismissed
00-CV-2068	Valerio, Anna	Denied
00-CV-2069	Velez, Luis A.	Denied
00-CV-2079	Asad, Shahied	Denied
00-CV-2083	Buckingham, Robert	Denied
00-CV-2094	Howe, Brian	Denied
00-CV-2095	Jeffries, Inez	Denied
00-CV-2099	Matos, Alvaro V.	Denied
00-CV-2111	Thomas, Edward	Denied
00-CV-2132	Parr, Karen	Denied
00-CV-2142	Allen, Misty	Denied
00-CV-2143	Angon, Socorro	Denied
00-CV-2149	Poole, George, Jr.	Denied
00-CV-2150	Guerra, Victoria M.	Denied
00-CV-2153	Jardon, Jose L.	Denied
00-CV-2158	McPherson, Willie C.	Denied
00-CV-2165	Alexander, Laverne Y.	Denied
00-CV-2172	Kosiek, John	Denied
00-CV-2177	Rieffer, Jennifer L.	Denied
00-CV-2178	Spoden, Kimberly	Denied
00-CV-2192	Luechtefeld, Pamela S.	Denied
00-CV-2202	Washington, Derrica	Denied
00-CV-2203	Zeigler, Carolyn	Denied
00-CV-2206	Jackson, Melody Adams	Denied
00-CV-2209	English, Robert	Denied
00-CV-2213	Hornof, Janet	Denied
00-CV-2215	Jackson, Charlene	Denied
00-CV-2217	Johnson, Janie M.	Denied
00-CV-2237	Bittner, Carmen Y.	Denied
00-CV-2249	Grochowski, Melodye	Denied
00-CV-2254	Presley, Mable	Denied

00-CV-2255	Rebolledo, Maria	Denied
00-CV-2261	Banfi, James	Denied
00-CV-2262	Blue, Brenda	Denied
00-CV-2293	Kaur, Gurmeet	Denied
00-CV-2299	Turner, Annie L.	Dismissed
00-CV-2306	Collins, Jo Ann	Denied
00-CV-2312	Morales, Jesus	Denied
00-CV-2314	Nodel, Matthew	Denied
00-CV-2334	Young, Estella	Denied
00-CV-2352	Grey, Catherine	Denied
00-CV-2357	Leahy, Terence A.	Denied
00-CV-2359	McCarty, Billy	Dismissed
00-CV-2374	Ellis, Carolyn J.	Denied
00-CV-2375	Thomas, Darnell	Denied
00-CV-2378	Hinjosa-Garcia, Teresa	Denied
00-CV-2386	Lewis, Billy D.	Dismissed
00-CV-2396	Diana, Jack C.	Dismissed
00-CV-2403	Washington, Michele	Dismissed
00-CV-2407	Reyes, Ruben L.	Denied
00-CV-2417	Karn, Marsha A.	Denied
00-CV-2469	Shook, Windy L.	Dismissed
00-CV-2472	Williams, Deleco	Denied
00-CV-2473	Williams, Steve C.	Denied
00-CV-2485	Little, Tanya	Denied
00-CV-2507	Rubin, Larry Bruce	Dismissed
00-CV-2517	Perkins, Susan	Denied
00-CV-2529	Dymora, Sylvester	Dismissed
00-CV-2559	Blount, Lonnie L.	Denied
00-CV-2572	Crayton, Larry, Jr.	Denied
00-CV-2576	Horton, Ernest	Denied
00-CV-2578	Lexon, Jonathan G.	Denied
00-CV-2584	Thames, Amiah	Denied
00-CV-2596	Booker, Dionne	Denied
00-CV-2601	Elmore, Chonita	Denied
00-CV-2616	Nuxoll, Kevin	Denied
00-CV-2618	Parker, Gladys	Denied
00-CV-2627	Stallworth, Christy	Denied
00-CV-2638	Baker, Barry	Denied
00-CV-2642	Brown, Lisa	Denied
00-CV-2649	Jeffries, Terrance	Denied
00-CV-2662	Briseno, Marco	Denied

00-CV-2665	Farr, Christin	Denied
00-CV-2666	Udstuen, Jayne	Denied
00-CV-2667	Fitzhugh, Shallie	Denied
00-CV-2682	Castey, Celestine	Denied
00-CV-2688	Enger, Joan	Denied
00-CV-2690	Guckian, Bruce	Denied
00-CV-2705	Taylor, Renee	Denied
00-CV-2718	Lara, Anna	Denied
00-CV-2725	Rinaldo, Amanda M.	Denied
00-CV-2727	Sanders, Dietrich D.	Denied
00-CV-2733	Babo, Deandre	Dismissed
00-CV-2735	Concepcion, Abram	Denied
00-CV-2762	Cook, La Shawn	Denied
00-CV-2783	Robinson, Melissa	Denied
00-CV-2797	Moy, Rebecca	Denied
00-CV-2816	Pasko, Barbara	Denied
00-CV-2822	Stryczek, Leslie	Denied
00-CV-2829	Allen, Janice	Denied
00-CV-2869	Peterson, Darlene	Denied
00-CV-2927	Kiley-Janco, Brenda	Dismissed
00-CV-2939	Lopez, Aida Y.	Denied
00-CV-3049	Willey, Tamara	Denied
00-CV-3068	Jones, Gary A.	Denied
00-CV-3069	Kaatz, Janet	Denied
00-CV-3169	Arrington, Nathaniel, IV	Denied

CRIME VICTIMS COMPENSATION ACT PETITIONS—DENIED

FY 2000

Unassigned	Blue, Elizabeth	Denied
Unassigned	Bowen, John B.	Denied
Unassigned	Crudup, Clara Mae	Denied
Unassigned	David, Gabriel	Denied
Unassigned	Doyle, Jennifer & Lisa Marie	Denied
Unassigned	Finch, Barbara L. (Ronnie P. Finch–victim)	Denied
Unassigned	Hoffner, Donna S. (Alison Byrne–victim)	Denied
Unassigned	Reddick, Harold B.	Denied
Unassigned	Seymour, Epsia (Calvin Seymour–victim)	Denied
Unassigned	Tragas, Spiro L., II (Louis Tragas–victim)	Denied
Unassigned	Washena, Theresa Marie	Denied
97-CV-3172	Ayinde, Claudine	Reconsidered Denial
99-CV-0557	Hardy-Jenkins, Barbara	Dismissed
99-CV-1392	Campbell, Renee	Dismissed
99-CV-1393	Smeltzer, Arvilla C.	Dismissed
99-CV-1394	Smeltzer, Arvilla C.	Dismissed
99-CV-2480	Marcrum, Jeffrey L.	Reconsidered Denial
99-CV-2522	Green, Offie Lee	Reconsidered Denial
99-CV-2825	Meeks, Jack	Dismissed
99-CV-2844	Goston, Mary	Dismissed
99-CV-2877	Upshaw, Fannie M.	Dismissed
99-CV-2927	Brown, Delores	Dismissed
99-CV-2937	Hawkes, Richard L.	Dismissed
99-CV-2938	Richards, Edward	Dismissed
99-CV-3097	Watkins, Paulette	Denied
99-CV-3111	McGhee, Dwight	Dismissed
99-CV-3131	Driver, Barbara J.	Denied
99-CV-3132	Burrell, Edwin	Denied
00-CV-0025	Sponsler, Ronda S.	Denied
00-CV-0163	Payne, Christine	Denied
00-CV-0250	Enriquez, James P.	Dismissed
00-CV-0338	Valluzzi, Beverly J.	Dismissed
00-CV-0356	Bulmer, Katherine L.	Dismissed
00-CV-0469	Gardner, Richard K.	Reconsidered Denial
00-CV-0497	Savona, Frank	Dismissed
00-CV-0533	Dusenbery, Cheryl	Dismissed

00-CV-0534	Sangerman, Zoe M.	Denied
00-CV-0706	Gathings, Shaleise	Denied
00-CV-0832	Gamble, Arlene	Dismissed
00-CV-0854	Patterson, Gilda	Reconsidered Denial
00-CV-0911	Ezell, James	Dismissed
00-CV-0993	Hawkins, Matthias J.	Dismissed
00-CV-1174	Tripp, Dawn M.	Dismissed
00-CV-1196	Hicks, Cynthia	Denied
00-CV-1267	Jones, Iyon	Denied
00-CV-1299	Eppel, Michelle A.	Denied
00-CV-1358	Ray, Willie B.	Denied
00-CV-1418	Wilson, Alberta	Dismissed
00-CV-1591	Hunt, Shirley	Dismissed
00-CV-1592	Hunt, Shirley	Dismissed
00-CV-1627	Castaneda, Karen R.	Dismissed
00-CV-1654	Stewart, Larry C.	Dismissed
00-CV-1655	Stewart, Larry C.	Dismissed
00-CV-1740	Snider, Richard J.	Dismissed
00-CV-1784	Hopkins, Angelique	Dismissed
00-CV-1865	Shannon, Brenda	Dismissed
00-CV-1913	Benjamin, Latasha	Dismissed
00-CV-1915	Mayfield, Patrick	Dismissed
00-CV-1948	Maupin, Callena S.	Reconsidered Denial
00-CV-2028	Buhr, Nora L.	Dismissed
00-CV-2029	Buhr, Joseph D., Sr.	Dismissed
00-CV-2030	Knighten, Rosie Lee	Dismissed
00-CV-2047	Sittman, Mary	Dismissed
00-CV-2075	Bredar, Michael	Dismissed
00-CV-2077	Stewart, Larry C.	Dismissed
00-CV-2347	Shaw, David	Denied
00-CV-2404	Carlyle, John, Sr.	Denied
00-CV-2406	Patterson, Charles J.	Denied
00-CV-2408	Withington, Jessica C.	Denied
00-CV-2432	Farrell, Leona L.	Denied
00-CV-2497	Hendron, Scott F.	Denied
00-CV-2522	Diggins, Roberta	Denied
00-CV-2563	Guzman, Nora	Dismissed
00-CV-2589	Lucas, Mary	Denied
00-CV-2657	Harris, Lorraine	Denied
00-CV-2658	Pate, Alice M.	Denied
00-CV-2684	Crayton-Washington, Charman	Dismissed

00-CV-2790	Knoll, Steven G.	Dismissed
00-CV-2848	Diggines, Ruth	Dismissed
00-CV-2856	Simpson, Yuni V.	Dismissed
00-CV-2894	Rivers, Carl B.	Dismissed
00-CV-2916	Atieh, Luay	Dismissed
00-CV-2918	Cross, Eddie	Dismissed
00-CV-2949	Taylor, Christopher L.	Dismissed
00-CV-2965	Dockery, Gregory & Phillips, Donna	Dismissed
00-CV-3050	Rugiabandana, Alexander	Dismissed

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