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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED
12/6/2019 3:57 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2013CH23386

TOWNSHIP TRUSTEES OF SCHOOLS)	
TOWNSHIP 38 NORTH, RANGE 12 EAST,)	7638306
)	No. 13 CH 23386
Plaintiff and Counter-Defendant,)	
)	
v.)	Hon. Thomas M. Mulroy
)	
LYONS TOWNSHIP H.S. DISTRICT 204,)	Calendar I
)	
Defendant and Counter-Plaintiff.)	(Transferred to Law)

LT'S PRE-TRIAL MEMORANDUM

Defendant and Counter-Plaintiff Lyons Township High School District 204 ("LT") provides this Pre-Trial Memorandum for the September 16-18, 2019 bench trial consisting of:

- (A) LT's Statement of the Case.
- (B) LT's Witness List.
- (C) LT's Exhibit List (*see note*).
- (D) LT's Rule 237(b) Notice to Produce at Trial.

(Note: LT's Exhibit list prepared for the September 2019 trial in the 2013 case is attached. LT will submit a revised list that includes additional exhibits, including those for the recently consolidated 2018 case, as soon as possible prior to trial. LT's counsel discussed this issue with the TTO's counsel and understands that both parties need additional time for their exhibit lists.)

Respectfully submitted,

LYONS TOWNSHIP HIGH SCHOOL
DISTRICT 204

By s/Jay R. Hoffman
Its Attorney

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LT'S STATEMENT OF THE CASE

Prior to the trial on December 16, 2019, LT will file a detailed Trial Brief with citations to authorities and discussions of the contested facts. The Trial Brief also will serve as LT's opening statement. Here is LT's statement of the case:

The Parties

Defendant and Counter-Plaintiff Lyons Township High School District 204 ("LT") is a large public high school in suburban Cook County. LT is an involuntary member of a township school treasurer's organization, Plaintiff and Counter-Defendant Lyons Township Trustees of Schools ("the TTO"). Pursuant to the statute, the TTO serves as LT's fiscal agent and holds and invests all of LT's funds.

The township school treasurer organizations were eliminated statewide many decades ago, except in suburban Cook County. In 2018, the State passed a law allowing LT to exit the TTO once the parties' pending litigation ends.

LT and the TTO have long had a contentious relationship due to the inability of the TTO to capably perform services for LT; the refusal of the TTO to provide information and document to LT about LT's funds and the TTO's operations; the excessive amounts that the TTO charges LT for its operations; and the corruption and lack of oversight at the TTO that led the imprisonment of its long-serving Treasurer Robert Healy for a more than \$1 million theft of school district funds.

TTO's Pro Rata Expenses Claim (to FY2012) & LT's Setoff Counterclaim (Count I)

Following the Court's ruling applying the 5-year statute of limitations, the TTO's Second Amended Complaint consists of two claims for relief contained in a single count. The TTO's first claim is the Pro Rata Expenses Claim, in which the TTO accuses LT of not paying certain annual

invoices that the TTO sent LT for LT's proportionate share of the Treasurer's compensation and the expenses of the Treasurer's office.

However, this dispute – through FY2012 – really concerns the decision of the TTO's new leadership, which took over in 2012-13, to disavow an agreement that the TTO had reached with LT in 2000 and continued and reaffirmed through many subsequent years. This agreement recognized that the TTO provided business and accounting services for all of the member districts but LT – which performed its own work (such as personnel costs for accounts payable, payroll, and computer recordkeeping) – and that the TTO would have to hire additional personnel in order to perform LT's work. In the parties' agreement, the TTO assumed the costs of LT's business services (which LT provided in annual memos), and the parties set off those costs against the TTO's annual pro rata expenses invoices. The agreement was approved by both parties' Boards in 2000 and continued for over a decade. The agreement ended when the TTO's new leadership terminated the arrangement, effective for FY2013.

The TTO's claims that this agreement was the product of 'rogue Treasurer' Healy, and that the TTO's Trustees were in the dark about this arrangement, are factually untrue. Healy told the Trustees in writing about the basis for the agreement and the negotiations that led to the agreement; the Trustees voted unanimously in favor the agreement in March 2000; and in subsequent years, the Trustees regularly voted to approve the records and expenses of the Treasurer's office, which include the setoffs at issue. Through FY2012, the TTO itself treated its pro rata invoices to LT as satisfied by the setoffs.

In Count I of LT's Counterclaim, LT asks the Court to do just what the TTO and LT did for so many years – set off the agreed-upon LT's business costs against the TTO's Pro Rata Expenses Claim. LT does not seek any affirmative recovery of damages in Count I.

Also, LT disputes the computation of the damages that the TTO seeks in the Pro Rata Expenses Claim because the TTO's misapplies the 10-17-2018 cutoff date for the statute of limitations. The TTO will seek damages based on expenses incurred in the TTO's FY2008 ending on 6-30-2018, even though all of those expenses were incurred before 10-17-2018, simply because the TTO chose to wait to bill those expenses until 6-9-2019. In addition, the TTO will seek to recover all expenses for FY2009, which ran from 7-1-2008 to 6-30-2009. The TTO waited until 5-20-2001 to bill those expenses. The FY2009 expenses incurred from 7-1-2008 to 10-16-2018 pre-date the statute of limitations cutoff date. The TTO's claim for FY2009 expenses is based solely on a bottom-line figure for LT's share (\$289,560.14). Unless the TTO can break down the FY2009 expenses by date, the most that the TTO can recover for the Pro Rata Expenses Claim (through FY2012) are LT's shares of the FY2010-12 expenses, which total \$686,251.

In opposition to the Pro Rata Expenses Claim, LT raises the affirmative defenses of laches and the voluntary payment doctrine.

TTO's Pro Rata Expenses Claim (FY2013-18)

There are additional fiscal years, FY2013-18, that does not involve the setoff issue. In those years, LT's paid for a majority of the TTO's pro rata expense invoices, and explained to the TTO in writing why LT was not paying the invoices in full. Essentially, the TTO paid only for its share of the TTO's "operational costs," a term that the TTO itself uses to describe its expenses of office that does not include attorneys' fees and special software expenses. LT's position is that Section 8-4 only requires LT to pay a share of the Treasurer's compensation and "expenses of the Treasurer's office," which LT views as operational costs.

In particular, LT always objected to being charged for a share of the TTO's costs of suing LT. These legal costs are not expenses of the Treasurer's office under the provisions of Section 8-

4 of the School Code, or under the under the American Rule on recovery of attorneys' fees. The American Rule prevents a party from recovering its fees in litigation from an opponent through the operation of a statute that does not specifically refer to "attorneys' fees." LT's deductions from the pro rata invoices for FY2013-18 for non-operational costs total \$642,703.

TTO's Audit Payments Claim

In the TTO's second claim, the Audit Payments Claim, the TTO seeks to force LT to reimburse the TTO for payments that the TTO knowingly and deliberately sent to the Baker Tilly accounting firm based on invoices for work on LT's annual audit. The TTO argues that this claim is supported by an Illinois statute requiring LT to have an audit done, but the TTO's position is incorrect. The statute requires an audit but says nothing about who pays for it. There is no valid legal basis for the Audit Payments Claim.

LT also disputes, on two grounds, the amount of damages that the TTO seeks for the Audit Payments Claim. First, the TTO is trying to recover audit payments that it made to Baker Tilly prior to the statute of limitations cutoff date of 10-16-2018, under the theory that it did not bill the districts for those payments until the following year. The correct application of the statute of limitations limits the payments at issue to \$164,435. Second, because the TTO billed the districts for its payments to Baker Tilly in the annual pro rata invoices, the TTO already charged LT for its approximately 25 percent share of the disputed costs. This fact reduces the maximum amount of the TTO's damages on the Audit Payment Claim to \$123,326.

In opposition to the Audit Payments Claim, LT raised the affirmative defenses of laches and the voluntary payment doctrine.

LT's Breach of Fiduciary Duty Counterclaim (Count II)

Count II of LT's Counterclaim charges LT with several breaches of fiduciary duty. First, LT seeks to recover its share (\$225,341) of insurance proceeds totaling \$1,040,000 that the TTO recovered on fidelity bond claims. The TTO made these claims based on Healy's theft of money belonging to the school districts, including LT. The TTO failed to distribute any of these proceeds to the districts. LT will show that this failure constituted a breach of the TTO's fiduciary duties to LT, and that the TTO's positions on how it claims to have spent the proceeds are legally invalid.

Second, LT seeks to force the TTO to credit LT's account with LT's full investment earnings. Section 8-7 of the School Code required that for the TTO's investment of the school districts' funds, "the earnings from such investment shall be separately and individually computed and recorded, and credited to the fund or school district ..." This statute does not allow the TTO to credit Lt with 'most' of its investment earnings, which is what the TTO plainly has done. The TTO owes LT \$223,901 in uncredited investment earnings.

Third, LT seeks to have its agency account credited with an unrestricted share of the approximately \$1.5 million that the TTO illegally pledged as loan collateral. The collateral, as yet, has not been collected due to any default. The loan was made to an educational entity called West 40, and the TTO provided the collateral without LT's authorization and based on the TTO's false representation that it owned the collateral. Fourth, LT asserts that the TTO incurred excessive and unreasonable attorneys' fees and expenses in this litigation, and to the extent that these fees can be considered Section 8-4 expenses, the TTO's breach of fiduciary duty in incurring these fees should absolve LT of having to pay a share of them (which amounts LT already deducted from its pro rata expense invoices).

LT's Declaratory Relief Counterclaim (Count III)

In Count III, LT asks this Court to make declaratory determinations on the parties' rights and duties with respect to several provisions of the School Code that govern their relationship. These determinations include the TTO's obligation to pay LT its investment earnings in full; the TTO's obligation to take funds from LT's agency account only upon the direction of LT and not on the TTO's own accord; the TTO's inability to charge LT for a portion of a claimed deficit; and other important issues.

Summary of 'Out-of-Pocket' Damages Claims, According to LT:

TTO's Pro Rata Expenses Claim (FY2010-12)	\$686,251
TTO's Pro Rata Expenses Claim (FY2013-18)	\$642,703
<u>TTO's Audit Payment Claim</u>	<u>\$123,326</u>
TTO's Total Claims:	\$1,452,280
LT's Counterclaims:	\$ 449,242

LT'S WITNESS LIST
(12-4-2019)

LT will call the following lay witnesses at trial:

A. LT WITNESSES

A1. Todd Shapiro

Todd Shapiro served on LT's Board of Education from 1995-2007 and 2009-15. He will testify about LT's relationship with the TTO, the TTO's payment for the audits of LT and other districts, LT's performance of its own business services, LT's negotiations and agreement with the TTO on the payment of LT's business costs and the setoff against the pro rata invoice charges, the Finance Committee considerations and Board actions of LT on the agreement, the continuation and reaffirmation of the agreement in subsequent years, and his communications with the TTO.

A2. Dr. Lisa Beckwith

Dr. Lisa Beckwith was LT's Business Manager from 1996-2000. She will testify about LT's relationship with the TTO, the TTO's payment for the audits of LT and other districts, LT's reasons for using the auditor that the TTO selected, LT's performance of its own business services and the reasons it did not use the TTO's services, her negotiations with the TTO in 1999-2000 concerning the inequity of LT being charged for services of the TTO that LT did not use, the memo she prepared that contained the proposal of LT, the agreement that the TTO reached with the TTO on the payment for of the costs of LT's business services and the setoff against the pro rata invoice charges, the Board actions of LT and the TTO on the agreement, and his communications with the TTO.

A3. Dr. Timothy Kilrea

Dr. Timothy Kilrea has been LT's Superintendent from 2009 to the present. He will testify about LT's relationship with the TTO, the TTO's payment for the audits of LT and other districts, the impact of the TTO's selection and payment of LT's auditor for the relevant time period, the TTO's termination of that arrangement, LT's performance of its own business services, the continuation and reaffirmation of the agreement on the payment of LT's business costs, the TTO's eventual termination of the agreement when a new group came in to run the TTO, his communications with the TTO, Healy's thefts of the school districts' funds, the insurance claims that the TTO filed on fidelity bonds for the Treasurer, the insurance proceeds that the TTO received on those claims, the failure of the TTO to distribute any of those proceeds to the districts, the justifications for LT's partial payment of the FY2013 pro rata invoice of the TTO, LT's requests for information from the TTO, the lack of an intergovernmental agreement for the TTO's use of the districts' funds to collateralize a loan made to West 40, the TTO's demands for payments from LT leading up the filing of this case, LT's nonpayment of certain pro rata expense charges of the TTO from FY2013 to FY 2019, the TTO's failure to credit LT with its full investment earnings,

the TTO's attempt to charge LT for a share of the TTO's attorneys' fees and expenses in the LT-TTO litigation, the TTO's misuse of LT's funds as collateral in the West 40 loan deal, the TTO's deficit spending, TTO's threats to take money from LT's account, and LT's factual reasons for seeking the relief requested in LT's Counterclaim.

A4. Kathy Moran

Kathy Moran has worked in LT's business office from 2004-present and is LT's Purchasing and Accounting Manager. She will testify about her dealings with the TTO personnel, LT's lack of knowledge of Healy's thefts, her calculations of investment earnings that the TTO did not credit to LT, the TTO's claimed deficit, the manner in which LT authorizes the TTO to disburse money from LT's agency account, her reconciliation of LT's records to the TTO's records, and non-agreement between the TTO's and LT's accounting for LT's agency account.

A5. David Sellers

David Sellers was LT's Business Manager from 2003-14. He will testify about LT's relationship with the TTO, the TTO's payment for the audits of LT and other districts, the TTO's termination of this arrangement, LT's performance of its own business services, LT's negotiations and agreement with the TTO on the payment of LT's business costs and the setoff against the pro rata invoice charges, the continuation and reaffirmation of the agreement on the TTO's payment of LT's business costs, the TTO's eventual termination of the agreement when a new group came in to run the TTO, and his communications with the TTO.

A6. Harold Huang [evidence deposition]

Harold Huang was LT's Business Manager from 2000-03. He will testify about the matters covered in his evidence deposition.

B. TTO WITNESSES

B1. Judge Russell Hartigan, Ret.

Judge Russell Hartigan served on the TTO's Board of Trustees from 1996-2004. He will testify about the TTO Trustees' knowledge and approval of the TTO paying for the audits of LT and the other districts, the Trustee's knowledge and approval of Robert Healy's negotiations with LT on the payment of LT's business costs, the Board action of the TTO to approve the agreement of the TTO to pay LT's business costs, the continuation and reaffirmation of the agreement on the payment of LT's business costs in subsequent years, his communications with Healy, the Trustees' responsibility to review and approve the records and expenses of the Treasurer, and the actions the Trustees took to meet those responsibilities and approve those records and expenses.

B2. Robert Healy

Robert Healy was the TTO's Treasurer from 1988-2012. He will testify about his and the TTO Trustees' knowledge and approval of the TTO paying for the audits of LT and the other districts, his and the Trustee's knowledge and approval of Robert Healy's negotiations with LT on the payment of LT's business costs, the Board action of the TTO to approve the agreement of the TTO to pay LT's business costs and set them off against the pro rata invoice charges, the continuation and reaffirmation of the agreement on the payment of LT's business costs in subsequent years, his communications with the Trustees and LT, the Trustees' responsibility to review and approve the records and expenses of the Treasurer, the actions the Trustees took to meet those responsibilities, his thefts of school districts' funds, his fidelity bonds covering his dishonesty, the obligation of the TTO to make distributions to LT, the current TTO's claim of improper invoicing of TTO expenses to the districts, and the TTO's use of intergovernmental agreements.

B3. Dr. Susan Birkenmaier

Dr. Susan Birkenmaier was the TTO's Treasurer from 2013-18. She testified in this case as the designated representative of the TTO. She will testify about the TTO's knowledge of and investigation into the TTO's payment for the audits of LT and the other districts, the TTO's decision to terminate that arrangement, the TTO's knowledge of and investigation into the agreement on the payment of LT's business costs, the TTO's decision to terminate that arrangement, the TTO's pursuit of litigation against Healy and LT and the costs incurred in connection with those cases, Healy's thefts of the school districts' funds, the insurance claims that the TTO filed on fidelity bonds for the Treasurer, the insurance proceeds that the TTO received on those claims, the failure of the TTO to distribute any of those funds to the districts, the justifications that the TTO provided for this, the disputes over the charges in the TTO's pro rata expense invoices to LT, the current TTO's claim of improper invoicing of TTO expenses to the districts, the TTO's use of intergovernmental agreements, the TTO not crediting the districts with their full investment earnings, the TTO retaining earnings that belong to the districts, the TTO's misuse of LT's funds as collateral for the West 40 loan deal, the TTO's charging of expenses to the districts, the TTO's attempt to force LT to pay a share of the TTO's attorneys' fees and expenses in this case, and the TTO's revenue sources.

B4. Michael Thiessen

Michael Thiessen has served on the TTO's Board of Trustees from 2012 to the present. He will testify about the TTO's knowledge of and investigation into the TTO's payment for the audits of LT and the other districts, the TTO's decision to terminate that arrangement, the TTO's knowledge of and investigation into the agreement on the payment of LT's business costs, the TTO's decision to terminate that arrangement, the TTO's pursuit of litigation against Healy and LT and the costs incurred in connection with those cases, Healy's thefts of the school districts' funds, the insurance claims that the TTO filed on fidelity bonds for the Treasurer, the insurance proceeds that the TTO received on those claims, the failure of the TTO to distribute any of those funds to the districts, the

justifications that the TTO provided for this, the disputes over the charges in the TTO's pro rata expense invoices to LT, the TTO's improper invoicing of expenses to the districts, the TTO's use of intergovernmental agreements, the lack of an intergovernmental agreement for the TTO's use of the districts' funds to collateralize a loan made to West 40, the TTO's misuse of LT's funds as collateral for the West 40 loan deal, the TTO's charging of expenses to the districts, the TTO's attempt to force LT to pay a share of the TTO's attorneys' fees and expenses in this case, the TTO's threats to take money unilaterally from LT, the TTO's claimed deficit, the TTO not crediting the districts with their full investment earnings, the TTO retaining earnings that belong to the districts, and the TTO's revenue sources.

B5. Kenneth Getty

Kenneth Getty has been the Treasurer of the TTO from 2018 to the present. He will testify about the disputes over the charges in the TTO's pro rata expense invoices to LT, the TTO's improper invoicing of expenses to the districts, the TTO's use of intergovernmental agreements, the lack of an intergovernmental agreement for the TTO's use of the districts' funds to collateralize a loan made to West 40, the TTO's misuse of LT's funds as collateral for the West 40 loan deal, the TTO's charging of expenses to the districts, the TTO's attempt to force LT to pay a share of the TTO's attorneys' fees and expenses in this case, the TTO's threats to take money unilaterally from LT, the TTO's claimed deficit, the TTO not crediting the districts with their full investment earnings, the TTO retaining earnings that belong to the districts, and the TTO's revenue sources.

LT reserves its right to call any witness listed on the TTO's witness list.

LT'S EXHIBIT LIST

Ex.	Description	Reference	Objection	Admitted
A.	<i>TTO Pro Rata Expenses Claim (to FY2012) & LT Setoff Counterclaim (Count I)</i>			
1.	11-6-1998 Coryell Memo	Healy 1 (portion)	YES - Hearsay	
2.	5-26-1999 Beckwith Memo	Healy 1 (portion)	NO	
3.	5-28-1999 LT Fin Cmte Minutes	LT SJ Response 24	NO	
4.	6-4-1999 Kelly Memo	Healy 1 (portion)	NO	
5.	7-27-1999 TTO Board Agenda & Minutes	LT SJ Response 25	NO	
6.	9-29-1999 LT Fin Cmte Minutes	LT SJ Response 27	NO	
7.	2-29-2000+ LT Setoff Memos	LT SJ Response 28	NO	
8.	2-29-2000 Beckwith Memo	Huang Dep 2	NO	
9.	5-2-2000 Cainkar Letter [Redacted]	LT Rule 237 Notice – <i>Need</i>	YES - Relevance	
10.	6-14-2000 Beckwith Memo	LT SJ Response 32	NO	
11.	7-5-2000 Huang Note	Huang Dep 3	NO	
12.	9-7-2000 Healy Letter	Huang Dep 4	NO	
13.	5-30-2001 Huang Memo	Huang Dep 5	NO	
14.	2-4-2002 Huang Memo	Huang Dep 6	NO	

Ex.	Description	Reference	Objection	Admitted
15.	1-22-2003 Resolution on ICA	Healy Dep 7	NO	
16.	3-10-2003 Huang Memo	Huang Dep 7	NO	
17.	6-5-2013 Kilrea Letter	TTO Doc Production 4	NO	
18.	2-19-2016 Kubasiak Letter	LT SJ Response 38	YES - Relevance	
19.	6-19-2018 Popp Email	LT SJ Response 11	YES - Hearsay	
20.	TTO Pro Rata Expenses Folders – Re: LT	TTO Doc Production 1	NO	
21.	FY2011 TTO Pro Rata Record (loose)	TTO Doc Production 4 REV0278	NO	
B.	<i>TTO Pro Rata Expenses Claim (FY2013)</i>			
22.	4-11-2014 Kilrea Letter	TTO Doc Production 4	NO	
23.	6-19-2014 Kilrea-Birkenmaier Emails	Kilrea Dep 9	NO	
24.	10-8-2014 Kilrea Letter	LT SJ Response 42	NO	
25.	11-21-2014 Birkenmaier Letter	TTO Dep 4	NO	
26.	5-11-2015 Jascula Invoicing Compilation	TTO Doc Production 2	NO	
27.	11-30-2016 Kaltenbach Email - Legacy	LT SJ Response 44	YES - Relevance	

Ex.	Description	Reference	Objection	Admitted
C.	<i>TTO Audit Payments Claim</i>			
28.	2-9-1994 Jackson Letter	Conway Dep 1	NO	
29.	8-28-2006 TTO Meeting Minutes	Healy Dep 6	NO	
30.	10-26-2011 Baker Tilly Invoice for 999	TTO 2d Rev SJ Motion 3	NO	
31.	12-27-2010 Baker Tilly Invoice for 999	TTO 2d Rev SJ Motion 3	NO	
D.	<i>LT's Insurance Proceeds Claim (Count II)</i>			
32.	6-6-2013 Proof of Claim	Thiessen Dep 3	NO	
33.	6-6-2013 Bradley Memo	TTO Doc Production 2	NO	
34.	8-4-2013 Settlement - Liberty Mutual	Thiessen Dep 1	NO	
35.	6-25-2014 Settlement - Hanover	Thiessen Dep 2	NO	
36.	7-11-2014 Birkenmaier Email	LT Mtn Reconsid SOL 14	YES - Hearsay	
37.	3-22-2017 Kilrea Letter	LT554-59	NO	
38.	4-21-2017 Kilrea Letter	LT561-62	NO	
39.	6-20-2017 Kilrea Letter	LT564	NO	
40.	9-26-2017 Kilrea Letter	LT566	NO	
41.	10-26-2017 Kubasiak Letter	LT568-74, 586-97	NO	

Ex.	Description	Reference	Objection	Admitted
42.	12-20-2017 Kilrea Letter	LT650	NO	
43.	1-9-2018 Birkenmaier Email +	LT669-71	NO	
44.	TTO FY2018 Financial Statements	TTO Website	NO	
<i>E. General Materials</i>				
45.	TTO FY2013 Financial Statements	LT SJ Response 4	NO	
46.	Complete Idiot's Guide [Book]	Sylvester Dep 7	NO	
47.	Guerrilla Guide [Book]	Sylvester Dep 8	NO	

Note: LT reserves its right to use pleadings, discovery responses, deposition transcripts, impeachment material, evidence to refresh recollection, rebuttal materials, admissions of the TTO, and exhibits of the TTO that LT did not object to during the trial.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

TOWNSHIP TRUSTEES OF SCHOOLS)
TOWNSHIP 38 NORTH, RANGE 12 EAST,)
) No. 13 CH 23386
Plaintiff and Counter-Defendant,)
)
v.) Hon. Thomas M. Mulroy
)
LYONS TOWNSHIP H.S. DISTRICT 204,) Calendar I
)
Defendant and Counter-Plaintiff.) (Transferred to Law)

LT'S RULE 237(b) NOTICE TO PRODUCE AT DEC. 2019 TRIAL

Defendant and Counter-Plaintiff Lyons Township High School District 204 ("LT"), pursuant to Supreme Court Rule 237(b), provides this notice to Plaintiff and Counter-Defendant Township Trustees of Schools ("the TTO") requiring the attendance at trial of:

- (1) TTO's Trustee Michael Thiessen on December 18, 2019, at 1:00 p.m., in Courtroom 1906 of the Richard J. Daley Center in Chicago, Illinois.
- (2) The TTO's designated representative deponent Dr. Susan Birkenmaier, or any person expressly designated in her place as the TTO's representative witness, on December 18, 2019, at 2:00 p.m., in Courtroom 1906 of the Richard J. Daley Center in Chicago, Illinois.

Respectfully submitted,

LYONS TOWNSHIP HIGH SCHOOL
DISTRICT 204

By s/Jay R. Hoffman
Its Attorney

Jay R. Hoffman
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Chicago, IL 60602
(312) 899-0899
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Attorney No. 34710

CERTIFICATE OF SERVICE

Jay R. Hoffman, an attorney, certifies that on December 6, 2019, he caused the foregoing pleading to be served by email and eService on the following attorneys:

Barry P. Kaltenbach
kaltenbach@millercafield.com

Gerald E. Kubasiak
gekubasiak@quinlanfirm.com

s/Jay R. Hoffman