

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

2015 JAN -9 PM 1:49

TOWNSHIP TRUSTEES OF SCHOOLS  
TOWNSHIP 38 NORTH, RANGE 12  
EAST,

Plaintiff,

vs.

LYONS TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 204

Defendants

)  
) CIRCUIT COURT OF COOK  
) COUNTY, ILLINOIS  
) CHANCERY DIV.  
) No. 13 CH 23386  
) DOROTHY BROWN CLERK

) Judge Sophia H. Hall  
) Calendar 14  
)  
)  
)  
)  
)  
)


**NOTICE OF FILING**

**TO:** Charles A. LeMoine  
Rosa M. Tumialán  
Stephen M. Mahieu  
Dykema Gossett PLLC  
10 S. Wacker Drive, Suite 2300  
Chicago, IL 60606

PLEASE TAKE NOTICE that on January 9, 2015, I have filed with the Clerk of the Circuit Court of Cook County, Illinois, the following: **Plaintiff's Reply to Defendant's Affirmative Defenses**, a copy of which is hereby attached and served on you.

Respectfully submitted,

TOWNSHIP TRUSTEES OF SCHOOLS  
TOWNSHIP 38 NORTH, RANGE 12 EAST

By:   
One of its attorneys.

Gerald E. Kubasiak  
Barry P. Kaltenbach  
Gretchen M. Kubasiak  
KUBASIAK, FYLSTRA, THORPE & ROTUNNO, P.C.  
20 South Clark Street, 29<sup>th</sup> Floor  
Chicago, Illinois 60603  
(312) 630-9600 (Phone)  
(312) 630-7939 (Fax)  
Firm No. 48237

**PROOF OF SERVICE**

FILED - 2

2015 JAN -9 PM 1:50

CIRCUIT COURT OF COOK COUNTY  
SPRINGFIELD, ILLINOIS  
CHANCERY DIV.

PHYLLIS BROWN - CLERK

The undersigned, an attorney, certifies that copies of the following documents:

**Plaintiff's Reply to Defendant's Affirmative Defenses**

has been served upon:

Charles A. LeMoine  
[clemoine@dykema.com](mailto:clemoine@dykema.com)  
Rosa A. Tumialán  
[rtumialan@dykema.com](mailto:rtumialan@dykema.com)  
Stephen M. Mahieu  
[smahieu@dykema.com](mailto:smahieu@dykema.com)  
Dykema Gossett PLLC  
10 S. Wacker Drive, Suite 2300  
Chicago, IL 60606

as follows:

- by personal service on January 9, 2015 before 4:00 p.m.
- by U.S. mail, by placing the same in an envelope addressed to them at the above address with proper postage prepaid and depositing the same in the U.S. Postal Service collection box at 20 S. Clark Street, Chicago, Illinois, on January 9, 2015 before 4:00 p.m.
- by facsimile transmission from 20 S. Clark Street, Suite 2900, Chicago, Illinois to the [above stated fax number/their respective fax numbers] from my facsimile number (312) 630-7939, consisting of \_\_\_\_ pages on January 9, 2015 before 4:00 p.m., the served [party/parties] having consented to such service.
- by Federal Express or other similar commercial carrier by depositing the same in the carrier's pick-up box or drop off with the carrier's designated contractor on January 9, 2015 before the pickup/drop-off deadline for next-day delivery, enclosed in a package, plainly addressed to the above identified individual[s] at [his/her/their] above-stated address[es], with the delivery charge fully prepaid.
- by \_\_\_\_\_, on January 9, 2015 before 4:00 p.m., the served [party/parties] having consented to such service.

  
\_\_\_\_\_  
Gerald E. Kubasiak, attorney



3. Township Trustees provide certain required, financial-related services to a limited number of school districts in Township 38 North, Range 12 East, including District 204.

**Response:** Township Trustees admits that it provides services required by statute, which include financial-related services, to school and other educational districts within Township 38 North, Range 12 East, including District 204, as more fully alleged in its Verified Amended Complaint for Declaratory Relief. Township Trustees does not understand if District 204 alleges otherwise by pleading that Township Trustees provides such services to a “limited number of school districts,” and on that basis denies any remaining allegations within paragraph 3.

4. District 204 and Township Trustees entered into an agreement in or around 1999 whereby District 204 agreed to perform certain financial-related services Township Trustees otherwise would have been obligated to perform on District 204’s behalf.

**Response:** Township Trustees denies the allegations of paragraph 4.

5. By virtue of District 204 performing certain financial-related services Township Trustees was otherwise obligated to perform on District 204’s behalf, Township Trustees saved millions of dollars in expenses it otherwise would have been obligated to incur in performing said services.

**Response:** Township Trustees denies the allegations of paragraph 5.

6. Through District 204 and Township Trustees’ course of dealing, Township Trustees would first submit an invoice to District 204 setting forth District 204’s purported *pro rata* share of Township Trustee’s treasurer’s expenses. District 204 would then provide Township Trustees with an invoice detailing the services District 204 performed that Township Trustees otherwise would have been obligated to perform on District 204’s behalf.

**Response:** Township Trustees admits that it submitted invoices to District 204 for District 204's *pro rata* share of the Treasurer's expenses. Township Trustees admits that District 204 sent certain invoices to Township Trustees that purported to be for services that District 204 performed. Township Trustees denies any remaining allegations within paragraph 6.

7. During the parties' course of dealing from fiscal years 1999 through 2012, Township Trustees agreed that District 204 could properly offset the expenses it undertook in performing services Township Trustees otherwise would have been obligated to perform on District 204's behalf against any amount it owed to Township Trustees for District 204's purported *pro rata* share of annual expenses.

**Responses:** Township Trustees denies the allegations of paragraph 7.

8. During the fiscal years of 1999 through 2012, the value of the services District 204 performed that Township Trustees otherwise would have been obligated to perform on District 204's behalf exceeded the value of District 204's purported *pro rata* share of annual expenses by over \$285,000.00.

**Responses:** Township Trustees denies the allegations of paragraph 8.

9. During the fiscal years of 1993 to 2012, it was necessary for an auditor to examine District 204's books and records relating to financial services it was performing that Township Trustees otherwise would have been obligated to perform on District 204's behalf. As such, Township Trustees agreed to cover the expenses of those audits.

**Responses:** Township Trustees denies the allegations of paragraph 9.

10. Any auditing expense payment Township Trustees made on behalf of District 204 involved the release of funds to a third-party auditing firm. Township Trustees does not hold those funds in trust.