NO. 126249

IN THE
SUPREME COURT OF ILLINOIS

Thomas Roberts and Diane Robert, Plaintiffs, v. Alexandria Transportation, Inc., et al. Defendants. Alexandria Transportation, Inc., et al. Third-Party Plaintiffs-Appellants, Cross-Appellees, v. Safety International, LLC, Third-Party Defendant-Appellee, Cross-Appellant.	)	Certif. 7th Cir. Federal Court, Seventh Circuit 19-2395, 19-2414

On order agreeing to answer question certified by the
7th Circuit Court of Appeals 19-2395, 19-2414

/CROSS-APPELLANT

BRIEF OF APPELLEE/THIRD PARTY DEFENDANT SAFETY INTERNATIONAL, LLC

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ORAL ARGUMENT REQUESTED

POINTS AND AUTHORITIES

STATEMENT OF THE CASE

This case arises from a motor vehicle accident in which Plaintiff, Thomas Roberts, was rear-ended by a driver for the Alex Parties while in a construction zone on Interstate 70 in Madison County, Illinois. (R. 35; DOC #2) Plaintiff originally sued the Alex Parties, who, in turn, added the contractor for the construction site, Edwards Kamadulski ("EK") as a Third Party Defendant. (R. 35, 43; DOC #2, #77) The Alex Parties also sued Safety International as a Third Party Defendant. (R. 48; DOC #116) Safety International was never directly sued by the Plaintiff.

First, EK settled directly with Plaintiff for $50,000.00. (R. 56; DOC #189) The Alex Parties then settled with the Plaintiff for $1.85 million, and included Safety International in the Release between the Alex Parties and Plaintiff. (R. 65; DOC #260) The district court accepted the settlement and Plaintiff's dismissal of all claims against all parties, over Safety International's objection. (R. 65; DOC #261) At that point, the only parties left in the case were the Alex Parties, functioning as third-party plaintiffs for their contribution claim against Safety International.

Prior to and after trial, both parties extensively briefed the Court regarding the parties required to be on the jury verdict form and the eventual allocation of judgment against these three parties. (R. 68-71, 73, 74; DOC #290, 301, 312, 317, 341, 345) The trial court consistently agreed with Safety International, that the jury verdict form would include three parties amongst which to allocate total fault for the accident: (1) the Alex Parties, (2) EK, and (3) Safety International. (R. 71, 76; DOC #318, 355)

This matter was tried over three days beginning on March 4, 2019, after which the jury returned a verdict of 75% fault to EK; 15% fault to the Alex Parties; and 10% fault to Safety International. (R. 73, DOC #337)

ARGUMENTS

I. EK IS NOT AN "UNCOLLECTIBLE PARTY" UNDER THE JOINT TORTFEASOR CONTRIBUTION ACT.

Illinois precedent establishes EK does not fall within the meaning of an "uncollectible party" as it is used in the Joint Tortfeasor Contribution Act. Further, case law cited by the Alex Parties is not relevant or applicable to this determination.

A. EK is not an "uncollectible party" as this term is used in the Joint Tortfeasor Contribution Act.

Despite the Alex Parties' arguments, there is controlling Illinois precedence in this case in *Truszewski v. Outboard Motor Marine Corp.,* 292 Ill.App.3d 558, 685 N.E.2d 992 (Ill. App. Ct. 1997). Any ruling other than that of the district court, which found Safety International is only required to pay its *pro rata* share of liability, would be inconsistent with *Truszewski*'s precedence. The Alex Parties seek to overturn more than 20 years of reliance on this case, and a ruling that is inconsistent with the equity of the court system.

In *Truszewski,* the inclusion of a non-party tortfeasor, on a verdict form, used to calculate the pro rata share of liability seven when that party settled with Plaintiff has been approved in Illinois, without a finding that the party's share would be "uncollectable" under 740 ILCS 100/3. "Under Illinois' Contribution Act, a joint tortfeasor can only be made to contribute this pro rata share of the 'total sum of liability of all persons to contribute as a cause to the plaintiff's injury.'" *Id.* at 562. *Truszewski* is directly applicable and on-point in this matter, as discussed in detail below.

In *Truszewski,* the plaintiff sued three defendants for personal injury: Mutual, Outboard, and Lester. *Id.* at 559. Outboard and Lester settled with plaintiff. *Id.* The only claim left to be

adjudicated was a contribution claim against Mutual by Outboard. *Id.* At trial, the court submitted a jury verdict form which included space to apportion percentages of fault to Mutual and Outboard only. *Id.* This verdict form was submitted over the objection of Mutual, who sought to have Lester included as the third party on the verdict form. *Id.* The Illinois Pattern Jury Instruction, as was sought to be submitted by Mutual, specifically calls for the inclusion of percentages of fault attributable to non-parties. *Id.* at 560.

The court ruled that Lester should have been included on the jury verdict form. *Id.* at 566. In making this determination, the court stated:

> Lester's presence on the verdict form is not only non-prejudicial to Lester, but also essential to a just resolution of this third-party dispute. Because a party cannot be forced to pay more than his pro rata share of the common liability, and because the common liability here is the sum of Lester's, Mutual's and Outboard's fault (a percentage that must equal 100), Mutual's pro rata share of the common liability cannot be fairly assessed without reference to Lester's pro rata share. 740 ILCS 100/2(b). *Id*.

In essence, the court in *Truzsewski* found that Mutual was prejudiced by the absence of Lester on the verdict form, which, "caused Mutual to pay more than its pro rata share of the common liability in violation of the Contribution Act. 740 ILCS 100/2." *Id.* at 561. This is precisely the goal of the Alex parties in attempting to subject Safety International to liability well-beyond its pro-rata share of liability determined by the jury. Portioning out the jury's determination of EK's liability is tantamount (or potentially even more inequitable) to completely eliminating EK from the verdict form, which is exactly what *Truzsewski* found to be reversible error.

The *Truszewski* court did not have the opportunity to determine the allocation of fault between the three parties, as it stopped at finding reversible error on the trial court's failure to include Lester as a party on the verdict form. However, the only logical extension of the application of *Truszewski* is to allow Outboard to only collect from Mutual its pro rata share after Lester's share is also included. If the share of another third party, such as EK, is to be ultimately ignored and reallocated between the two remaining parties, there is essentially no point in having that party on the verdict form at all. There is no difference in a party paying more than its pro rata share when a settling party is completely left of the verdict form (*Truszewski*) or if the settling third party is included on the verdict form and then has its share reallocated to the other defendants (the argument advanced here by the Alex parties). Both would result in the same outcome, i.e. an unjust and reversible outcome.

Therefore, *Truszewski* has provided parties and the courts the blueprint of how to apply the Joint Tortfeasor Contribution Act for over 20 years. The Court's holding enshrines one of the Act's two main goals, which is to ensure that a party does not owe more than its *pro rata* share of fault.

B. The Illinois and out of state case law relied on by the Alex Parties is inapplicable to an interpretation of 740 ILCS 100/3.

The Alex parties rely almost exclusively on the *Illinois Tool Works, Inc. v Independent Machine Corp.* case in their Brief. However, this reliance is misplaced for one simple fact: the post-liability judgment in this case does not involve a statutory cap on a workers' compensation lien, as it did in *Illinois Tool.*

The entire discussion in both *Illinois Tool* and in the Alex Parties' Brief revolves around the issue of how post-judgment liability should be distributed when a cap exists for one party's

contribution to its share of the judgment. *Illinois Tool Works, Inc. v. Independent Mach. Corp.*, 345 Ill.App.3d 645, 802 N.E.2d 1228 (Ill. App. Ct. 2003). In *Illinois Tool,* the employer of the injured party, Tapecoat, was brought in as a defendant for contribution. *Id.* at 647. However, Tapecoat's potential liability in the case was capped under the Illinois Workers' Compensation Act. *Id.* at 647.

All defendants and third party defendants, including Tapecoat, settled with the plaintiff prior to trial, with Tapecoat's settlement being to waive the workers' compensation lien, which amounted to 10.5% of the total settlement. *Id*. As such, the case went to trial only on the cross-allegations for contribution amongst the defendants. *Id.* After a jury trial, Tapecoat was found to be 35% liable for the injury to plaintiff. *Id.* However, due to the statutory workers' compensation lien cap, the other two defendants were forced to pay more than their pro rata share of the settlement—Tapecoat would never owe more than the capped amount of 10.5 percent. *Id.* at 648.

In its reasoning of the issue, the *Illinois Tool* court first noted that this was a separate issue from the more straightforward issue of determining liability between settling and non-settling tortfeasors. *Id.* at 648-49. The court further stated, "we find Minnesota law to be particularly diadactic in addressing the interplay between the Contribution Act and the Workers' Compensation Act." *Id.* at 649-50.

Research reveals no Minnesota case law (interpreting a statute with very similar language as the Illinois statute at issue here) that finds a settling defendant's obligation to be "uncollectible". On the contrary, this would be in diametric opposition to the plain ruling from the Minnesota appellate court in *Gregor, infra*, that "the obligation of a settling tortfeasor is not uncollectible." *Gregor v. Clark,* 560 N.W.2d 744, 745 (Minn.App.1997). The main cases the court relied on were

all concerned with Illinois workers' compensation law, which is wholly absent from any issue in this case. *Id.* at 649-60.

Most importantly, *Illinois Tools*, distinguishes itself as a workers' compensation issue, from the scenario of allocation between settling and non-settling tortfeasors:

> Alternatively, IMC asserts that even if we were to find that ITW did not waive this argument, section 3 of the Contribution Act is inapplicable because Tapecoat's share of the responsibility is not "uncollectible." In looking to Minnesota case law, IMC argues that it is well established that "the obligation of a settling tortfeasor is not uncollectible." *Gregor v. Clark,* 560 N.W.2d 744, 745 (Minn.App.1997).
>
> *Id.* at 653.
>
> While *Gregor* recited the general proposition that "the obligation of a settling tortfeasor is not uncollectible" (*Gregor,* 560 N.W.2d at 745), it was merely expounding the reasoning behind a Minnesota Supreme Court case, *Frederickson v. Alton M. Johnson Co.,* 402 N.W.2d 794 (Minn.1987). In *Frederickson,* a third-party defendant entered into a settlement agreement with the plaintiff prior to trial, and when calculating the allocation of damages, the trial court included that settling defendant in the equation for determining fault. *Frederickson,* 402 N.W.2d at 796. Thereafter, the court reduced the verdict by the percentage of fault, 40%, attributed to the settling defendant. *Frederickson,* 402 N.W.2d at 796.
>
> **Unlike the present case, however, because the settling party in *Frederickson* was not plaintiff's employer, no *Lambertson*/*Kotecki* issues existed.**
>
> *Id.* at 656 (*emphasis added*).

The above bolded quote is completely dispositive of the Alex parties' argument because in this case EK was not Plaintiff's employer and did not have the benefit of any statutory cap on the amount it owed. As such, the facts and reasoning of *Illinois Tool* cannot be applied to this case. The Court determined in pre-trial hearings that the parties to be included on the verdict form are: Safety International, the "Alex Defendants" (as one entity), and EK. Again, none of these parties are the employer of Plaintiff and none of these parties are subject to any statutory cap on their ability to contribute to the settlement. Unlike Tapecoat in *Illinois Tool*, EK was not "uncollectable" when they settled with the Plaintiffs at any level or in any form or fashion. No statutory "cap" rendered EK "uncollectable". In fact, the original Plaintiff was able to collect on the company in an amount he (apparently) found satisfactory. Simply put, EK was not uncollectable—it was collected.

With no statutory cap in play, the methodology found in *Illinois Tool* would not be applicable in this case. As such, Safety International cannot be compelled to pay more than its share as assessed by the jury. The Seventh Circuit Opinion succinctly agreed, stating "*Illinois Tool Works* thus does not answer the question before us." (R. 12)

The next case relied on by the Alex parties, *Ready*, deals with 735 ILCS 5/2-1117, which is a wholly separate statute that is not applicable to this matter. *See Ready v. United/Goedecke Services, Inc.*, 232 Ill.2d 369, 383-85; 905 N.E.2d 725 (Ill. 2008). The Seventh Circuit agreed that the *Ready* case is inapplicable, namely because it deals with a wholly separate statute that does not even contain the word "uncollectible". (R. 12) In fact, the Alex parties' reliance on *Ready* is harmful to their case, as under 735 ILCS 5/2-1117, Safety International would be only <u>severally</u> liable for its portion of Plaintiffs' damages, as it was found by the jury to have less than 25% fault.

Therefore, the application of 735 ILCS 5/2-1117 is even further support for the inapplicability of applying 740 ILCS 100/3 against Safety International in the manner suggested by the Alex Parties, as this joint liability should not be placed on a party that is only severally liable. *See Staab v. Diocese of St. Cloud,* 853 N.W.2d 713, 718 (Minn. 2014).

Finally, the Alex parties' reliance on *Coney* also has no bearing on the issues in this case. *Coney* discusses the issue of a plaintiff being unable to recover from an insolvent defendant(s). *Coney v. J.L.G. Industries, Inc.*, 97 Ill.2d 104, 122-24; 454 N.E.2d 197 (Ill. 1983). A reading of the case shows that the issue concerning the court was not whether a defendant would be reimbursed for payment to a plaintiff, but ensuring that a plaintiff would be able to fully recover a verdict rendered to them to fully compensate them for their damages. *Id.* An "insolvent" company cannot be collected upon for a host of statutorily related reasons, such as bankruptcy protection. (See i.e. 11 United States Code §502.)

Unlike the defendant in Coney, the Alex parties chose to enter into a very large settlement with Plaintiff, knowing full well that EK had settled directly with the original Plaintiff and, as a result, would never contribute one cent to the Alex Parties' settlement, despite the eventual determination that it was 75% at fault in this case. Again, the Seventh Circuit agreed that this case was inapplicable to the issue at bar. (R. 12).

Finally, *Coney* and *Ready,* are distinguished from the case here, as they involve allocation of fault amongst plaintiffs and defendants in what the Alex parties refer to as "concurrent contribution actions". Namely the court has to ensure that a plaintiff can be made fully whole by the verdict, thus addressing the issue of a defendant who may be uncollectible to the plaintiff. Here, there is no party that is uncollectible to the plaintiff. The Plaintiffs, Mr. and Mrs. Roberts, collected

all of their settlement proceeds in this case, and, therefore, the issue of a party being uncollectible to the plaintiff does not exist in this case.

It is clear that the most instructive case available for interpretation of 740 ILCS 100/3 is *Truszewski*, as it directly addresses issues with third party contribution claims with the Plaintiff being made completely whole, and a settling third party's allocation of fault.

II. PUBLIC POLICY DICTATES THAT SAFETY INTERNATIONAL BE ONLY REQUIRED TO PAY ITS 10% OF THE SETTLEMENT, AS ALLOCATED BY THE JURY.

The Alex parties argue that public policy supports their position that Safety International be required to pay more than their allocation of fault by the jury. However, in their own argument, they continually discuss how unfair it is that the Alex parties are being "forced" by the court to pay more than their pro rata share. This position is ironic considering it is exactly what they are attempting to force upon Safety International. The obvious difference being the Alex parties chose to pay the amount they paid while attempting to force Safety International pay more.

A. Illinois's rules on statutory interpretation seek no unjust outcomes in statutory interpretation, which requires a finding that Safety International only be required to pay its *pro rata* share.

"In construing a statute, we presume that the General Assembly, in its enactment of legislation, did not intend absurdity, inconvenience or injustice." *Carver v. Sheriff of La Salle Cty.*, 203 Ill. 2d 497, 508; 787 N.E.2d 127, 134 (2003). This quote encapsulates this very Court's considerations when interpreting a statute enacted by the Illinois legislature. Finding EK is an "uncollectible party" and reallocating its fault, would result in a manifest injustice to Safety International.

Here, EK's pro rata contribution ($50,000) to the settlement paid by the Alex parties ($1.85 million) was approximately 2.7 percent of the total. This is a fact the Alex parties knew well before entering into the settlement agreement with Plaintiff because EK settled with Plaintiffs prior to the settlement between Plaintiffs and the Alex parties. As such, it was the Alex parties who, in essence, determined EK's pro rata share by voluntarily agreeing to settle with Plaintiffs for the amount it did.

The Alex parties have controlled the scenario of the total contribution amount Plaintiffs would receive, along with knowing in advance what percentage of this contribution had already been paid by EK and knowing in advance that this was all EK would ever pay toward the total contribution. Under the Alex parties' proposed calculations, Safety International would be forced to pay **three times** the pro rata share determined by the jury in this case, which would be nothing short of an unjust result.

The Alex parties cannot now complain to the court of the unfairness of their payment to Plaintiffs in settlement of this case when it has been transparent from the time that they included Safety International in their settlement agreement with Plaintiff that they would only be able to recover from Safety International, at most, the percentage of Safety International's pro rata share of fault and no more. That the Alex parties are unhappy with their settlement (and EK's settlement), now that a jury has made a determination they did not expect, does not provide grounds to upend the finding of the jury or to ignore the plain meaning of the contribution act.

It would be manifestly more unjust, and against public policy, to force Safety International, who had zero say in the amount of the settlement now being used as the "common liability" to be forced to pay 29% more than the percentage of fault the jury determined of this large settlement amount "The concept of contribution contemplates that each party whose fault contributed to an

injury should pay its *pro rata* share of the common liability. 740 ILCS 100/2" *Virginia Sur. Co. v. N. Ins. Co. of New York*, 224 Ill.2d 550, 557, 866 N.E.2d 149, 154 (Ill. 2007)

Further, the Illinois courts have addressed the limited nature of how Section 3 of the JTCA, and arguments of uncollectibility, should be narrowly applied to the intent of the JCTA to avoid unjust outcomes. *See Ponto v. Levan*, 972 N.E.2d 772, 789-90 (Ill. App. 2012). In *Ponto*, the plaintiff attempted to collect a judgment from a third party defendant, making the argument that plaintiff could not collect directly from the defendant because the defendant was judgment-proof beyond its insurance limits. *Id.* The plaintiff characterized the defendant as an "uncollectible" party, and attempted to apply Section 3 of the JTCA to this situation. *Id.*

The court rejected the premise that a judgment-proof party is "uncollectible" and ruled that plaintiff could not collect directly from the third party defendant without having a direct claim against them. *Id.* In ruling, the court stated, "To read section 3 of the Contribution Act to undermine the joint-and-several-liability doctrine codified in the joint liability statute in a case where the plaintiff failed to timely add the third-party defendant as a direct defendant is illogical and unfair and constitutes a misreading of the statutes and the legislative intent." *Id.* at 789.

Although involving a different set of circumstances, where the plaintiff could not collect directly against a third party, the above-quoted reasoning in *Ponto* stands for the principle that an attempt to categorize a party as "uncollectible" to circumvent the clear legislative intent that no contribution defendant should be made to contribute more than its pro rata share is "illogical and unfair". *Id.*

As discussed above, the Alex parties did not go into their settlement with Plaintiffs with blinders on. Every single fact known today, including (1) the amount of EK's settlement with Plaintiff, (2) the amount of the Alex parties' proposed settlement with Plaintiff, and (3) the fact

that the only party left to possibly bring to trial was Safety International, was known to the Alex parties at the moment that they inked their settlement with Plaintiffs. The only unknown was what percentages of liability a jury would assign to the Alex parties, Safety International, and EK.

The Alex parties knew, when they agreed to settle Plaintiff's case against them, that there was a possibility Safety International would have a very small share of the total liability, as was ultimately the case when the jury heard all of the evidence. Despite its awareness of the possibility that a jury might find Safety International had no or very little liability to Plaintiffs, the Alex parties chose to enter into the settlement with Plaintiffs anyway. They cannot now claim that this outcome was unfair or surprising or against public policy simply because they are dissatisfied with the bargain they made.

B. Classifying a settling third party defendant as "uncollectible" would discourage settlements between third party defendants and plaintiffs.

The parties are in agreement that one of the purposes of the Joint Tortfeasor Contribution Act, in addition to limiting a party's liability to it pro-rata share of fault, is to encourage settlement. *Antonicelli v. Rodriguez,* 423 Ill.Dec. 122, 127, 104 N.E.3d 1211, 1216 (Ill. 2018). However, where the parties disagree is how the Alex Parties' interpretation of 740 ILCS 100/3 would affect this purpose.

As discussed above, the Alex parties entered into the settlement agreement with Plaintiffs for $1.85 million, knowing that the only party left as its adversary was Safety International. However, the Alex parties clearly entered into this extremely large settlement agreement believing they would be able to reallocate any percentage of fault for EK onto Safety International. This allowed the Alex parties to offer a very large (much greater than any reasonable offer Safety

International could have made relative to its actual fault in the case) sum of money to the Plaintiffs to effectively buy or subrogate the entire personal injury claim against a minor player.

If third party plaintiffs are allowed to do this in the future—unilaterally settle for extremely large sums of money and then go after a third party defendant for more than their collective share—it will ultimately discourage plaintiffs from settling with third party defendants. Such as in this case, why would Plaintiffs ever settle with Safety International, a party the jury ultimately determined was only 10% at fault, for a small sum, when it can essentially hit the jackpot by entering into a larger than expected settlement with the Alex parties? A ruling under the Alex parties' theory would create perverse incentives for third party plaintiffs to offer large settlements that they will never pay the full amount of and completely out-bid a less culpable third party defendant from being able to compete and settle directly with the plaintiff.

III. ONLY SAFETY INTERNATIONAL'S CONSTITUTIONAL RIGHTS WOULD BE VIOLATED IF IT IS MADE TO PAY MORE THAN ITS PRO RATA SHARE.

Any argument regarding the constitutionality of 740 ILCS 100/3 ultimately results in the same outcome – the outcome already implemented by the District court in this case.

First, it is Safety International's position that the statute as interpreted by the District court, that a settling party is not an "uncollectible" party, does not violate the Illinois' Constitution guarantee of equal protection under the law. State statutes are presumed to be constitutional, and courts should not strike down statutes as unconstitutional unless the challenging party demonstrates a clear constitutional violation. *People v. Richardson,* 32 N.E.3d 666, 668 (Ill. 2015). Further, the equal protection clauses of the United States and Illinois constitutions do not guarantee

equal protection in every instance; instead governments can distinguish between classes of persons if an appropriate reason to treat them differently is demonstrated. *Id.*

Here, the Alex parties argue that the equal protection clause has been violated because contribution parties are treated "differently" when their contribution case is tried concurrently with Plaintiff's case vs. being tried separately. Although this argument is a stretch, if this Court does accept the Alex parties' argument, the government has clearly demonstrated an appropriate reason to treat these two types of cases differently. When a contribution case is tried concurrently with the plaintiff's case, the plaintiff has not yet been full made whole for their damages until a full judgment is entered by the jury. However, in a pure contribution trial, the plaintiff has already been made whole for their damages. As discussed above, making the plaintiff whole is one of the main purposes of the civil judicial system in the United States (See *Best v. Taylor Machine Works,* 179 Ill.2d 367, 405; 689 N.E.2d 1057, 1076 (Ill. 1997)), and, thus, is an appropriate reason to treat these two types of trials and verdict forms differently.

If this Court accepts that the "uncollectible" language, as appropriately applied by the District court, does violate the Equal Protection clause, either this portion of the statute or the entire section must be stricken. It is irrelevant whether the "uncollectible" language is severable from 740 ILCS 100/3, as the outcome of striking just this language or the entire section is the same. In both scenarios, we are left with the legislative language found in 740 ILCS 100/2 and 100/3, "No tortfeasor is liable to make contribution beyond his own pro rata share of the common liability;" "No person shall be required to contribute to one seeking contribution an amount greater than his pro rata share."

If left with this language, it is clear that Safety International would be liable to the Alex parties for its 10% share only, as determined by the jury.

CONCLUSION

WHEREFORE, Appellee/Third Party Defendant Safety International prays this Court rule that EK is not an "uncollectible" party under 740 ILCS 100/3, and for any such further relief as this Court deems just and proper.

Respectfully submitted,

SAFETY INTERNATIONAL, LLC

By: /s/ Brandon B. Copeland

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CERTIFICATE OF COMPLIANCE

Pursuant to Supreme Court Rule 341(c), I certify that this Brief of Appellee conforms to the requirements of Rules 341(a) and 341(b). The length of this brief, excluding the pages and words contained in the cover, table of contents and statement of points and authorities, certificate of compliance and certificate of service, is 15 pages.

Respectfully submitted,

SAFETY INTERNATIONAL, LLC

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NOTICE OF FILING AND CERTIFICATE OF SERVICE

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YOU ARE HEREBY NOTIFIED that on January 5, 2021, the undersigned electronically filed with the Clerk of the Supreme Court of Illinois, through Odyssey eFile, Brief of Appellees

and Notice of Filing and Certificate of Service, true and correct copies of which are attached hereto and herewith served upon you.

Respectfully submitted,

SAFETY INTERNATIONAL, LLC

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CERTIFICATE OF SERVICE

I, Brandon B. Copeland, an attorney, on oath state that I served the foregoing Brief of Appellee, pursuant to Supreme Court Rule 315(h), by having said copies sent via electronic mail to the above Service List on January 5, 2021.

/s/ Brandon B. Copeland_____

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