Nos. 126086, 126087, & 126088 (consol.)

IN THE SUPREME COURT
OF THE STATE OF ILLINOIS

REUBEN D. WALKER and M. STEVEN DIAMOND, individually and on behalf of themselves, and for the benefit of taxpayers and on behalf of all other individuals or institutions who pay foreclosure fees in the State of Illinois, Plaintiffs-Appellees, v. ANDREA LYNN CHASTEEN, in her official capacity as the Clerk of the Circuit Court of Will County, and as a representative of all Clerks of the Circuit Courts of all counties within the State of Illinois, Defendant-Appellant, PEOPLE OF THE STATE OF ILLINOIS *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, and DOROTHY BROWN*, in her official capacity as the Clerk of the Circuit Court of Cook County, Intervenor-Defendant-Appellants.	Appeal from the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois No. 12-CH-5275 The Honorable JOHN C. ANDERSON, Judge Presiding

REPLY BRIEF OF INTERVENOR-DEFENDANT-APPELLANT IRIS MARTINEZ, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

KIMBERLY M. FOXX
State's Attorney of Cook County
500 Richard J. Daley Center
Chicago, Illinois 60602
paul.fangman@cookcountyil.gov
(312) 603-5922
Attorney for Circuit Clerk Martinez

CATHY MCNEIL STEIN
PAUL FANGMAN
Assistant State's Attorneys

ORAL ARGUMENT REQUESTED

*IRIS MARTINEZ is the newly elected Clerk of the Circuit Court of Cook County.

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ARGUMENT

As this Court has recognized, unless the Legislature has expressly abrogated the voluntary payment doctrine for a cause of action, a plaintiff seeking to recover a fee must prove involuntary payment or payment under protest or else establish an exception to the doctrine. *McIntosh v. Walgreen Boots All., Inc.*, 2019 IL 123626, ¶30 (stating that "[c]ommon-law rights and remedies remain in full force in this state unless expressly repealed by the legislature or modified by court decision"). As *McIntosh* shows, the voluntary payment doctrine remains a vibrant common law defense in Illinois. For a prospective plaintiff, the statement that he would have preferred not to pay the fee at issue does not defeat this defense.

The Legislature can, of course, abrogate this defense. The Legislature did exactly that with respect to refund claims based upon objections to real estate taxes paid pursuant to erroneously assessed real property. *See*, *e.g.*, 35 ILCS 200/23-5 (stating that real estate taxes timely paid "shall be deemed paid under protest without the filing of a separate letter of protest with the county collector"). In contrast, when it enacted the Consumer Fraud Act, the Legislature did not abrogate the doctrine. *See*, *e.g.*, *McIntosh*, 2019 IL 123626 at ¶31 (holding that "[n]othing in the language of the Consumer Fraud Act reflects a legislative intent to alter the voluntary payment doctrine or its applicability to claims brought under the statute").

Here, Plaintiffs sought to recover mortgage foreclosure filing fees that they paid on the grounds that the fees were unconstitutional. The Legislature did not abrogate the voluntary payment doctrine for this cause of action. Plaintiffs argued that the doctrine did not bar their claims because they paid under duress. Plaintiffs, however, offered no proof

of duress.[1] In essence, Plaintiffs have simply argued that they would have preferred not to pay the fee and, as a result, the fee requirement constituted duress. This proposed application of the voluntary payment doctrine - - one that the circuit court adopted - - would turn this doctrine into a nullity. *McIntosh* shows that this is not and cannot be the law. Plaintiffs did not present evidence to establish duress, and the circuit court erred when it failed to grant summary judgement on the voluntary payment doctrine.

I. PLAINTIFFS HAVE NOT SHOWN THE DURESS EXCEPTION APPLIES TO AVOID THE VOLUNTARY PAYMENT DOCTRINE.

Plaintiffs argue that they did not voluntarily pay the court fees. Plaintiffs assert that like the plaintiffs in *Midwest Medical Records*, "they had to pay the posted filing fee to be permitted access to the courts." (*See* Plaintiffs' Response, p. 20.) As discussed more fully below at pages 7-9, Plaintiffs' reliance on *Midwest Medical Records* is wholly misplaced. *Midwest* merely held that the plaintiffs in that case had pled duress sufficiently to withstand a motion to dismiss. The case did not address the issue here - - whether Plaintiffs submitted evidence to defeat the defense of voluntary payment that

[1] Once again, Plaintiffs point to a statement in court from an Assistant Attorney General that the fee was mandatory. (Plaintiffs' Response, p. 23.) As Circuit Clerk Martinez argued in her opening brief, the statement of the Assistant Attorney General is not evidence. (Clerk Martinez Br., p. 10.) More to the point, the mandatory nature of a fee does not constitute duress *per se*. If that were so, the voluntary payment doctrine would never be a defense to a refund claim for a fee, and that is not the case. *See Smith v. Prime Cable*, 276 Ill. App. 3d 843, 855, n. 8 (1st Dist. 1995) (noting that "[t]he voluntary payment doctrine seemingly applies to any cause of action which seeks to recover a payment made under a claim of right whether that claim is premised on a contractual relationship, a fraudulent misrepresentation, a statutory obligation, an illegal stock assessment, among others). *Smith* cited *Ross v. Geneva*, 43 Ill. App. 3d 976 (2nd Dist. 1976), *aff'd*, 71 Ill. 2d 27 (1978), and *Fisher v. City of Ottawa*, 8 Ill. App. 3d 553 (3rd Dist. 1972), as cases where the voluntary payment doctrine applied to a claim to recover a statutory charge.

then Circuit Clerk Brown advanced in the circuit court. *Midwest* is inapposite to this appeal.

Plaintiffs assert that payment of the court fee was required to proceed with their mortgage foreclosure and to protect their property interest. (Plaintiffs' Response, pp. 20-21.) Ultimately, Plaintiffs rely on the duress exemption as they seek to avoid the voluntary payment doctrine. However, they fail to provide a legal or factual basis for their argument that the duress exemption applies to render their payment involuntary.

"Absent a protest, a plaintiff can establish the payment of a fee was involuntary in only two situations: (1) if he or she lacked knowledge of the facts upon which to protest the taxes [or fees] at the time they were paid or (2) the taxpayer [or fee payor] paid the taxes [or fees] under duress." *Wexler v. Wirtz Corp.*, 211 Ill. 2d 18, 23 (2004), *citing Geary v. Dominick's Finer Foods, Inc.*, 129 Ill. 2d 389, 393 (1989).

Plaintiffs argue that under *Geary*, they lacked knowledge to protest the fee. (Plaintiffs' Response, p. 24.) For three reasons, this argument is gratuitous and beside the point. First, plaintiff Walker acknowledged that he knew that he was required to pay the fee. (C 1727.) Second, Walker testified that his attorneys paid the fee. (*Id*.) And third, Plaintiff has argued that the voluntary payment doctrine does not bar his claim because he allegedly paid under duress and not due to lack of knowledge. As this Court recognized in *Geary*, "plaintiffs have always been allowed to use duress as an exception to the doctrine, regardless of whether they failed to protest a tax or whether they had knowledge of a tax." *Geary*, 129 Ill. 2d at 407. The circuit court rejected the defense of the voluntary payment doctrine on the grounds that Plaintiffs established duress. (C 1727.) As discussed more fully below, the record is bereft of evidence of duress and the circuit

court should have dismissed this complaint on the grounds that Plaintiffs did not establish that they paid involuntarily or under protest.

"In determining whether payment is made under duress, the main consideration is whether the party had a choice or option, *i.e*., whether there was some actual or threatened power wielded over the payor from which he had no immediate relief and from which no adequate opportunity is afforded the payer to effectively resist the demand for payment." *Midwest Medical Records Association, Inc. v. Brown*, 2018 IL App (1st) 163230, ¶ 28. Plaintiffs in the instant case have pointed to no "actual or threatened power" from which they needed immediate relief. Nor have they shown any action they took to attempt to resist the demand for payment.

Courts have addressed the types of situations where an actual or threatened power over the payor sufficiently evinces duress. These cases are distinguishable from the instant matter. In *Illinois Glass Co. v. Chicago Tel. Co.*, 234 Ill. 535 (1908), this Court found compulsion of business and circumstances where denial of telephone service "would amount to a destruction of the business." *Id*. at 541.

In *Norton*, the plaintiffs challenged a $3 penalty fee they paid on parking fines. *Norton v. City of Chicago*, 293 Ill. App. 3d 620 (1997). This Court found the demand notices that the defendant Chicago sent were coercive in that they threatened further legal action, entry of a default judgment plus court costs, and action to recover further amounts or demand the maximum fine allowed by law." *Id*. at 627. Chicago's actions were even more egregious, as they warned the plaintiffs in that case not to contact the traffic court and misinformed them regarding payment procedures. *Id*.

In *Raintree*, a village ordinance required payment of impact fees as a condition of obtaining building permits. *See Raintree Homes, Inc. v. Village of Long Grove*, 389 Ill. App. 3d 836 (2009). The court found a business compulsion because the developer "testified that Raintree paid the impact fees to obtain building permits and that, if he had been unable to obtain the building permits, Raintree would have gone out of business. He also stated that Raintree would have breached its contracts with its customers." *Id*. at 864.

Respondents cite to another telephone case in which the court found that "the implicit and real threat that phone service would be shut off for nonpayment of charges amount to compulsion that would forbid the application of the voluntary payment doctrine." *Getto v. City of Chicago*, 86 Ill. 2d 39, 51 (1981).

In both telephone cases, *Illinois Glass* and *Getto*, plaintiffs maintained an existing interaction with defendants wherein the threat of service disruption constituted an actual or threatened power over the payor with the need for immediate relief. In *Norton*, the City had already issued the penalty fee and was actively threatening steeper fees, maximum fines, and judgments. There was an existing interaction with further adverse results threatened, which constituted an actual and threatened power over the payor with the need for immediate relief.

The *Raintree* plaintiffs, just like the *Illinois Glass* plaintiffs, faced a business compulsion, and would have breached current contracts and gone out of business had they not paid the impact fees. In *Ross*, the appellate court cited this Court's decision in *City of Chicago & E. I. R. Co. v. Miller*, 309 Ill. 257 (1923), for the following description of the type of duress that constitutes an exception to the voluntary payment doctrine:

"where money is paid under pressure of severe statutory penalties or disastrous effect to business, it is held that the payment is involuntary and that the money may be recovered." *Ross v. Geneva*, 43 Ill. App. 3d 976, 984 (2nd Dist. 1976), *aff'd*, 71 Ill. 2d 27 (1978), *citing Miller*, 309 Ill. at 260.

Here, Plaintiffs offered no evidence to meet the exacting *Miller* standard for duress: money paid under pressure of severe statutory penalties or disastrous effect to business. The record lacks any evidence of that. Indeed, the record shows no interaction between the parties where the actual or threatened power over the payor creates the need for immediate relief. There was no existing business interaction between the parties to constitute a business compulsion.

Instead, Plaintiff Walker sold his property on Autumn Drive in Bolingbrook, Illinois in 2007 to his daughter and son-in-law. (R 129-130.) Mr. Walker held a note and mortgage on the property, and in 2012 filed a mortgage foreclosure action with the Will County Clerk of Court. (R 130-131.) Certainly, Mr. Walker testified that he was anxious to get his foreclosure case on file (C 1727.) However, he never directed his attorneys to ask for a fee waiver or ask whether he could pay under protest or write under protest on the check. (R 136-137.) Mr. Walker did not inquire after an "adequate opportunity" to "effectively resist the demand for payment." No testimony or any other evidence in the record supports the conclusion that Mr. Walker was coerced.

Although the circuit court in the matter found Mr. Walker's testimony compelling and credible, that credible testimony did not support the court's findings. The circuit court found that Mr. Walker's testimony established that "he was under duress (as that term has been used on connection with the voluntary payment doctrine) when he paid the

filing fee." (C 1727.) As discussed above, courts have used the term duress most often to describe an actual or threatened power being held over the defendant, which requires immediate relief. Mr. Walker's testimony does not describe a coercive interaction and does not reveal that he was interested in seeking immediate relief from the filing fee. At most, Mr. Walker indicates that he would not have paid the fee if the Clerk had offered that as an option.

The factual testimony shows that Mr. Walker did not need seek immediate relief from an actual or threatened power that the Circuit Clerk allegedly held over him. There was no existing interaction or coercive action as there was in *Illinois Glass*, *Getto* and *Norton*. There was no ongoing business compulsion as in *Raintree*. This was the only foreclosure action Mr. Walker ever filed. (C. 1645).

Plaintiffs observe that the circuit court held an evidentiary hearing, and that "[f]actual determinations of a trial court are reviewed under the manifest weight of the evidence standard and will be reversed only where the opposite conclusion is clearly evident, or the finding is arbitrary, unreasonable or not based in evidence. *Hartney Fuel Oil Co. v. Hamer*, 2013 IL 115130, ¶ 17." (Plaintiffs' Response, p 13.) Here, the circuit court's factual determination of duress (as that term has been used) has no support in Mr. Walker's testimony and is not based in the evidence as required.

II. PLAINTIFFS' RELIANCE ON *MIDWEST* IS MISPLACED.

Plaintiffs contend that *Midwest Medical Records Association* is the case that is most analogous to the present action and the circuit court appropriately relied on the case. This contention lacks merit as the two cases are not analogous, and Midwest does not support the circuit court's grant of summary judgment for Plaintiffs.

Plaintiffs in *Midwest Medical Records Association* "were each charged a $60 filing fee for filing motions to reconsider interlocutory orders in their separate underlying cases pending in the Circuit Court of Cook County." *Midwest Med. Records Ass'n*, 2018 IL App (1st) 163230 at ¶3. In other words, each plaintiff had already filed a court case, and received an adverse ruling in that case which they were seeking to overturn. In order to overturn the existing adverse ruling each plaintiff needed to pay the $60 filing fee. The *Midwest* plaintiffs argued that they would have "suffered detrimental consequences and adverse judgments against them if they had not paid the fees." *Id*. at ¶4.

The *Midwest* court concluded that plaintiffs "would have forfeited the ability to challenge the interlocutory orders if they had not paid the filing fees as the Clerk would have refused to accept their motions." *Id*. at ¶32. Here, *Midwest* was not just highlighting a general access to the courts. The *Midwest* court held that "[p]laintiffs' refusal to pay the fee would have immediately resulted in loss of access to the courts *to challenge orders entered against them*. This is a more immediate threat than the possibility of a judgment being entered against them in *Norton*." *Id*. at ¶32. (emphasis additional).

In the instant matter, Plaintiffs assert that they were required to pay the filing fee to file their mortgage foreclosure actions. (Response pp. 20-21). They do not claim that they would have lost access to the courts to challenge orders already entered against them. The duress exception as used in prior cases, and as described in *Midwest* contemplates a "more immediate threat." For the same reasons, the circuit court in this matter incorrectly relied on the reasoning of *Midwest Medical* as one of the independent reasons for finding a duress exception.

Additionally, the *Midwest* court did not make a finding of duress but noted that "duress is generally an issue of fact." *Id*. at ¶25. The ultimate holding was that, "[at a minimum, the circuit court should not have resolved the issue of duress as a matter of law on the pleadings, as it is generally a question of fact." *Id*. at ¶39 *citing Smith v. Prime Cable of Chicago*, 276 Ill. App. 3d 843, 850 (1st Dist. 1995). Consequently, *Midwest* did not hold that the plaintiffs established duress as a matter of fact. As *Midwest* merely held that the plaintiffs pled duress, it has no bearing on whether Plaintiffs here presented evidence to establish evidence. The undisputed record shows that they did not.

III. THE VOLUNTARY PAYMENT DOCTRINE REMAINS IN PLACE AS ANALYZED IN *McINTOSH.*

Plaintiffs argue that *McIntosh* is not controlling because the case involves application of a tax on bottled water and was ultimately decided under the fraud exception to the voluntary payment doctrine rather than the compulsion or duress exceptions. (Plaintiffs' Response, pp. 22-23.) While Plaintiffs focus upon the facts of *McIntosh*, they fail to recognize that *McIntosh* stands for a legal principle that the voluntary payment doctrine is a valid common law defense unless the Legislature elects to abrogate it for a particular cause of action.

In *McIntosh*, the plaintiff McIntosh alleged that Walgreens violated Illinois' Consumer Fraud and Deceptive Business Practices Act (the "Consumer Fraud Act") because it collected a municipal tax that the City of Chicago (the "City") imposed on purchases of bottled water that were exempt from taxation under the City ordinance. *McIntosh v. Walgreen Boots All., Inc.*, 2019 IL 123626 at ¶1. McIntosh paid the tax but did not do so under protest. Id. at ¶7.

Plaintiffs speculate that the *McIntosh* plaintiff chose not to argue the duress exception to the voluntary payment doctrine because bottled water would not be deemed a necessity. (Plaintiffs' Response, p 22.) This Court's opinion in *McIntosh* provides no support for this speculation. Plaintiffs then go on to compare the purchase of bottled water to filing a mortgage foreclosure action in an attempt to distinguish the cases. (Plaintiffs' Response, pp. 22-23).

However, this Court in *McIntosh* actually analyzed the fraud or misrepresentation or mistake of material fact exception to the voluntary payment doctrine without comment on the relative value of the bottled water tax.

"The voluntary payment doctrine is a common law rule of general application." *McIntosh* at ¶25. "Common-law rights and remedies remain in full force in this state unless expressly repealed by the legislature or modified by court decision." *Id*. at ¶30. "In addition to compulsion or duress, other recognized exceptions to the voluntary payment doctrine include fraud or misrepresentation or mistake of fact." *Id*. at ¶24, *citing Vine Street Clinic v. Healthlink*, Inc., 222 Ill. 2d 276, 298 (2006). *McIntosh* found that the voluntary payment doctrine applied to claims brought pursuant to the Consumer Fraud Act and that McIntosh's complaint failed to allege sufficient facts to establish the fraud exception to the doctrine. *Id*. at ¶43.

McIntosh shows that the voluntary payment doctrine is still the law of Illinois. This is in contrast to the circuit court's observation that, "a lengthy line of appellate court cases has steadily chipped away at the doctrine, in a variety of contexts, to the point that the rule has been arguably swallowed by application of its exceptions." (C 1727.) However, this Court in *McIntosh* provided an extensive analysis of the voluntary

payment doctrine and observed that "[c]ommon law rights and remedies remain in full force in this state unless expressly repealed by the legislature or modified by court decision." *McIntosh* at ¶43.

Plaintiffs also attempt to distinguish three cases that Circuit Clerk Martinez cited - - *Hartney Fuel Oil Co. v. Hamer*, 2013 IL 115130, *Empress Casino Joliet Corp. v. Giannoulias*, 231 Ill. 2d 62, 68 (2008) and *Lusinski v. Dominick's Finer Foods, Inc.*, 136 Ill. App. 3d 640 (1st Dist. 1985) - - on their facts. (Plaintiffs' Response, pp. 24-25.) Plaintiffs miss the point. Circuit Clerk Martinez cited those cases for the simple and undisputed proposition that "Illinois courts have routinely required plaintiffs seeking refunds to comply with the voluntary payment doctrine." (Clerk Martinez Br., pp. 13-14.)

Here, Plaintiffs did not pay the fee under protest or establish that any of the exceptions to the voluntary payment doctrine apply. Consequently, even if the fee violated some provision of the Illinois Constitution (it does not), Plaintiffs cannot recover anything they paid because they paid the fee voluntarily. And because the voluntary payment doctrine bars Plaintiffs' claims, Plaintiffs cannot represent a class of other people challenging the fees. *Freund v. Avis Rent-A-Car System, Inc*., 114 Ill. 2d 73, 83-84 (1986).

Plaintiffs attempted to distinguish *Freund* on its facts. (Plaintiffs' Response, pp. 23-24.) Plaintiffs again miss the point. Circuit Clerk Martinez cited this Court's decision in *Freund* for the principle that a class representative whose claims are barred is not an adequate class representative and cannot represent a class of other people advancing such claims. This is black letter law that other courts have routinely followed. *See, e.g.,*

Faison v. RTFX, Inc., 2014 IL App (1st) 121893, ¶84 (holding that because the plaintiff has failed to plead an individual claim for a violation of section 5-12-100, her attempt to represent a class likewise fails); and *Griffith v. Wilmette Harbor Ass'n*, 378 Ill. App. 3d 173, 184 (1st Dist. 2007) (holding that because the plaintiff himself was not on the waiting list for moorings at Wilmette harbor, his individual claim for breach of fiduciary duty, "which [was] premised on being a member of the waiting list, must fail and his attempt to serve as a purported class representative on behalf of those on the waiting, must likewise fail").

CONCLUSION

For all the above-stated reasons, Intervenor Defendant respectfully requests that the Court reverse the circuit court's March 2, 2020 order and remand the matter to the circuit court with instructions to enter summary judgment for defendants.

Respectfully submitted,

KIMBERLY M. FOXX
State's Attorney of Cook County

/s/ Paul L. Fangman
Paul L. Fangman
Assistant State's Attorney

Attorney for the Intervenor-Defendant-Appellant

Cathy McNeil Stein
Assistant State's Attorney
Chief, Civil Actions Bureau

Paul A. Castiglione
Paul L. Fangman
Assistant State's Attorneys
500 Richard J. Daley Center
Chicago, Illinois 60602
312-603-5922
paul.fangman@cookcountyil.gov

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Plaintiffs-Appellees,	)	
v.	)	No. 12-CH-5275
ANDREA LYNN CHASTEEN, in her official capacity as the Clerk of the Circuit Court of Will County, and as a representative of all Clerks of the Circuit Courts of all counties within the State of Illinois,	)	The Honorable JOHN C. ANDERSON, Judge Presiding
Defendant-Appellant,	)	
PEOPLE OF THE STATE OF ILLINOIS *ex rel*. KWAME RAOUL, Attorney General of the State of Illinois, and DOROTHY BROWN*, in her official capacity as the Clerk of the Circuit Court of Cook County,	)	
Intervenor-Defendant-Appellants.	)	

CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained in the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 12 pages.

/s/ Paul L. Fangman
Assistant State's Attorney

KIMBERLY M. FOXX
State's Attorney of Cook County
500 Richard J. Daley Center

***IRIS MARTINEZ is the newly elected Clerk of the Circuit Court of Cook County.**

Chicago, Illinois 60602

CERTIFICATE OF FILING AND SERVICE

I certify that on March 3, 2021, I electronically filed the foregoing Intervenor-Defendant-Appellant's Reply Brief with the Clerk of the Illinois Supreme Court by using the Odyssey eFileIL system.

I further certify that the other participants in this appeal, named below, are registered service contacts on the Odyssey eFileIL system, and thus will be served via the Odyssey eFileIL system.

Daniel K. Cray, Melissa H. Dakich and Laird M. Ozmon
(attorneys for Plaintiffs Appellees Reuben D. Walker and M. Steven Diamond)

dkc@crayhuber.com
mhd@crayhuber.com
injury@ozmonlaw.com

Assistant State's Attorneys Philip Mock and Marie Q. Czech
(attorneys for Defendant-Appellant Will County Circuit Court Clerk Andrea Lynn Chasteen)

mczech@willcountyillinois.com
pmock@willcountyillinois.com

Assistant Attorney Generals Carson R. Griffis and Evan Siegel
(attorney for Intervenor-Defendant-Appellant People of the State of Illinois *ex rel.* Kwame Raoul, Attorney General of the State of Illinois)

CivilAppeals@atg.state.il.us
cgriffis@atg.state.il.us
esiegel@atg.state.il.us

Under penalties as provided by law pursuant to section 1-109 of the Illinois Code of Civil Procedure, I certify that the statements set forth in this instrument are true and correct to the best of my knowledge, information, and belief.

/s/ Paul L. Fangman
Paul L. Fangman
Assistant State's Attorney
Cook County State's Attorney's Office
500 Richard J. Daley Center
Chicago, Illinois 60602
(312) 603-5922
paul.fangman@cookcountyil.gov