

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

STATE OF ILLINOIS *ex rel.*
EDELWEISS FUND LLC,

PLAINTIFF,

V.

JPMORGAN CHASE & CO., *et al.*,

DEFENDANTS.

CASE No. 2017-L-000289
JUDGE DIANE M. SHELLEY
CALENDAR W

MEMORANDUM ORDER AND OPINION
ON DEFENDANTS' JOINT MOTION TO DISMISS

This matter comes on to be heard on defendants' *Joint 2-615 and 2-619 Motion to Dismiss the Amended Complaint*. At issue is whether the plaintiff has stated or can state a cause of action under the Illinois False Claims Act (Act) (740 ILCS 175/1 *et seq.*), premised on allegations that defendants used an algorithmic mechanical system to reset interest rates on tax-exempt municipal bonds instead of setting the rate based on the individual characteristics of each bond. Defendants have moved to dismiss the amended complaint claiming that it fails to adequately plead a material, false statement or claim and is barred by the "original source" requirement. The motion was fully briefed and argued, and the court took the matter under advisement. The motion is denied for the reasons set forth below.

Background

The following facts are gleaned from factual allegations asserted in the amended complaint (filed April 5, 2018), as well as reasonable inferences that can be drawn therefrom.

A. The Parties and General Allegations

Relator Edelweiss Fund LLC (Relator) is a limited-liability company located in Delaware. Defendants in this case are, generally for purposes of their joint motion to dismiss, financial services companies that do business in Illinois. Defendants served as remarking agents (RMAs) for various variable-rate demand obligations (VRDOs) issued by the State of Illinois.

Relator's complaint raises claims under the Illinois False Claims Act (IFCA), specifically, alleging violations of 740 ILCS 175/3(a)(1)(A)-(C). Plaintiff alleges that:

- (1) defendants knowingly presented—or caused to be presented by money-market funds, other VRDO investors, and non-defendant providers of letter-of-credit services—either false or fraudulent claims for payment or approval by submitting—or causing to be submitted—invoices or statements to Illinois for payment for remarking services, interest income, and letter-of-credit services which, because of an alleged “Robo-Resetting scheme” (which is described in greater detail below), were artificially inflated;
- (2) defendants knowingly made, used, or caused to be used a materially-false record or statement that they (i) reset or remarked their Illinois VRDOs at the lowest possible rates, and (ii) reset or remarked the VRDOs actively, individually, and on a weekly basis, while actually engaging in a “Robo-Resetting scheme” where they have coordinated their rate-setting activity and collectively reset rates mechanically on a group-wide basis—and at inflated prices—while making no effort to reset or remarked the VRDOs competitively and at the lowest-possible rates; and
- (3) defendants conspired to (i) commit a violation of the IFCA by agreeing to knowingly present false claims for payment to Illinois for remarking services, among other things, and (ii) to expressly or implicitly represent to Illinois that they reset or remarked the VRDOs at the lowest possible rates, among other things.

B. VRDOs and RMAs

VRDOs are tax-exempt, variable-rate bonds with interest rates reset on a periodic basis, usually daily or weekly. They are short-term securities with a “put” feature that allows an investor (at each periodic reset-date) to tender the security back to a remarketing-agent (an RMA) for face value, also called “par” value, plus any accrued interest. VRDOs are generally seen as low-risk, highly-liquid, and tax-free investments that, historically, have had lower interest rates than other commercial paper. State and local public entities issue VRDOs, such as Illinois and the municipalities situated therein.

As of November 30, 2013, Illinois issued roughly 575 of the approximately-9,000 outstanding VRDOs in the United States. A VRDO issuer, like Illinois, contracts with RMAs to manage the bonds. RMAs generally reset the VRDO interest rate on a periodic basis to the “lowest possible rate.” The goal is to set the rate that is favorable to the governmental

entity so that when an investor exercises a “put” or “tender” option the accrued interest is minimized and the fees (based on a percentage of the par value) Illinois pays for the remarketing process are also minimized.

Because VRDOs are intended to be relatively liquid, they are secured by letters of credit to protect investors if an RMA cannot find a new investor for tendered bonds. If that occurs, the obligation to purchase the bond falls on the letter-of-credit provider, which in this case, is the RMA itself.

VRDOs are individually identified by their Committee on Uniform Securities Identification Procedures (CUSIP) number, which is a 9-character alphanumeric code assigned for tracking purposes, and they are tracked by this number on the Securities Industry Financial Markets Association (SIFMA) swap index. This index tracks the average interest rate for highly-rated VRDOs reset on a weekly basis.

There are three primary regulatory sources affecting the municipal bonds market. The Municipal Securities Rulemaking Board (MSRB) is a self-regulatory organization that writes rules to regulate brokers, dealers and banks. See 15 U.S.C. § 78o-4(b). MSRB Rule G-17 requires RMAs to “deal fairly with all persons and must not engage in any deceptive, dishonest, or unfair practice”; and Rule G-18 requires RMAs to “make a reasonable effort to obtain a price for the customer that is fair and reasonable in relation to prevailing market conditions.”

The Securities Industry and Financial Markets Association (SIFMA) is an industry trade group. SIFMA’s Model Disclosures provide that RMAs are “required to set the interest rate at the rate necessary, in its judgment, as the lowest rate that permits the sale of the VRDOs at 100% of their principal amount (par) on the interest reset date.”

Also there are the actual remarketing agreements between issuers and RMAs that include remarketing circulars and other official statements Illinois issuers prepare, which set forth the rights and obligations defining the RMA/issuer relationship. In the complaint, Relator points (by way of example) to a remarketing circular by one of the defendants, dated February 2, 2011, concerning \$479 million in VRDOs issued by the Illinois State Toll Highway Authority, remarketed by defendants Citigroup and Barclays. That circular stated “pursuant to the Remarketing Agreements, each [RMA] is required to determine the applicable rate of interest that, *in its judgment, is the lowest rate that would permit the sale of the applicable series of Reoffered Bonds at*

such interest rate at par plus accrued interest, if any, on and as of the applicable effective date. The interest rate will reflect, among other factors, the level of market demand for such Reoffered Bonds” (Compl. ¶ 37) (emphasis added.)

C. Illinois’s Relationship to Defendants

In the amended complaint, Relator alleges that each defendant was bound by the rules and obligations reflected in the aforementioned 3 sources and had affirmatively stated to the State of Illinois, through the remarketing agreements and other material, that each defendant would adhere to those obligations.

Relator alleges that since at least April 1, 2009, Illinois paid defendants to reset and remarket its VRDOs at the lowest-possible rate to clear the market. However, defendants are alleged to have reset the VRDO rates

(a) mechanically and collectively, and (b) without consideration of any unique characteristics of any one individual bond. Relator alleges that this constitutes a falsehood directed to Illinois because it contradicts the statement that VRDO rates would be reset “in [defendants’] judgment, [at] the lowest rate that would permit the sale” of the bonds.

Relator alleges that through its forensic analysis of all defendants’ VRDO interest-rate-resetting activities between April 1, 2009, to November 14, 2013, it determined defendants were not remarketing and resetting interest rates on the VRDOs individually. The Relator claims that defendants have engaged in parallel conduct of resetting interest rates on a collective, concerted basis and not obtaining the most favorable rate. That is to say, the interest rates for many of Illinois-issued VRDOs are reset in lock-step to other VRDOs even though defendants—as alleged by Relator—stated under its remarketing agreements that such interest rates would be changed “at the rate necessary, in its judgment, as the lowest rate that permits the sale of the VRDOs at 100% of their principal amount (par) on the interest reset date.” (Emphasis added.)

Relator’s complaint also alleges that, because of the parallel conduct and the lock-step interest-rate changes, it is reasonable to infer collusion between all defendants because the VRDOs, *in toto*, between all defendants changed in lock-step without other apparent reason. Furthermore, because of this alleged collusion and lock-step interest-rate change, the VRDOs have artificially-high interest rates that necessarily command higher RMA fees paid by Illinois to the defendants. Relator alleges that the interest rates are artificially-high

because, before April 1, 2009, other commercial-paper had historically higher interest rates but, after mid-2008, those rates have, on average, been *lower* than VRDO rates. The complaint alleges that, because of this abnormality in the market, a reasonable inference can be made that VRDOs' interest rates are (a) artificially high and (b) defendants have colluded to make them that high.

Defendants filed a joint, combined section-2-619.1 motion to dismiss the amended complaint. In sum, the motion argues that dismissal is warranted for two principal reasons: (1) under section 2-615, Relator fails to adequately plead a material, false statement or claim; and (2) under section 2-619(a), dismissal is required under section 4(e)(4)(A) of the IFCA because the complaint is "based upon" information previously and publicly disclosed, and Relator is not the statutory "original source" of that information.

II. ANALYSIS

Section 2-619.1 permits motion to dismiss to combine motions under sections 2-615, 2-619, and 2-1005 of the Code of Civil Procedure. 735 ILCS 5/2-619.1. Defendants filed the instant motion to dismiss invoking sections 2-615 and 2-619(a)(9) of the Code. The court considers each standard and argument in turn.

A. Section 2-615: Failure to State a Claim under the IFCA

A section 2-615 motion to dismiss challenges a complaint's legal sufficiency. *Bogenberger v. Pi Kappa Alpha Corp.*, 2018 IL 120951, 23. In ruling on a section 2-615 motion, a court must accept as true the complaint's well-pleaded facts and all reasonable inferences that may arise from them. *Cochran v. Securitas Security Services USA, Inc.*, 2017 IL 121200, 11. The main inquiry is whether the allegations, when construed in the light most favorable to the plaintiff, sufficiently state a cause of action upon which relief can be granted. *Bogenberger*, 2018 IL 120951, 23.

To sufficiently state a claim under the Illinois False Claims Act, a plaintiff must state that "any person' who, inter alia, 'knowingly presents, or causes to be presented, to an officer or employee of the State . . . a false or fraudulent claim for payment or approval.'" *Scachitti v. UBS Fin. Servs.*, 215 Ill. 2d 484, 504-05 (2005) (quoting 740 ILCS 175/3(a)(1)). Because the Act closely mirrors the Federal False Claims Act, federal cases can be instructive. *Id.* at 506.

1. Pleading Misrepresentation with Particularity

Relator's complaint alleges that the purported material-misrepresentations are encompassed by the 3 referenced sources of defendants' obligations as RMAs to the Illinois-issued VRDOs: (1) certain MSRB rules, (2) SIFMA Model Disclosures for RMAs, and (3) an alleged statement in a remarketing circular (but which plaintiff concededly uses as an *example* of similar circulars that other defendants have published.) Defendants argue that none of those sources of representations reflect representations by any one defendant "much less a representation that they had or would *actively and individually* reset VRDO interest rates at the lowest possible rates based on a separate and individual determination of each bond's unique characteristics." (Mot. to Dismiss 11) (emphasis original). Defendants conclude that those representations lack specificity to constitute a basis for a claim under the IFCA. In support of its contention, defendants cite federal cases applying Federal Rule of Civil Procedure 9(b), which requires that, when alleging fraud or mistake in any case (statutory or at common law), a party must state with particularity the circumstances constituting fraud or mistake. See generally *United States v. Am. at Home Healthcare & Nursing Servs.*, 2017 U.S. Dist. LEXIS 94505, at * (N.D. Ill. July 20, 2007). Illinois has held that a complaint alleging fraud "must allege, with specificity and particularity, facts from which fraud is the necessary or probable inference, including what misrepresentations were made, when they were made, who made the misrepresentations and to whom they were made." *Connick v. Suzuki Motor Co., Ltd.*, 174 Ill. 2d 482, 496-97 (1996).

Relator responds noting that the amended complaint does, in fact, plead falsity with particularity, specifically: each named bank for each VRDO specified in the complaint's exhibits A through H; each bank knowingly misrepresenting that it was setting interest rates to their lowest figure; each bank performing this misrepresentation on a daily or weekly basis from April 1, 2009 to November 2013; and that these misrepresentations relate back to Illinois as a VRDO issuer. The Relator's pleading any more than what is already pleaded would be similar to pleading its evidence, which is not required in Illinois.

As explained above, the amended complaint articulates in myriad detail how false claims could have been presented to the State of Illinois. Relator is not required to plead each and every rate-change for each and every VRDO, for each and every defendant. If that were required, the complaint would increase in size a hundredfold, which would run afoul of the Code of Civil Procedure's

requirement that pleadings merely “contain a plain and concise statement of the pleader’s cause of action” 735 ILCS 5/2-602(a) (“Form of pleadings”).

Accordingly, the court finds that the allegations pleaded in the amended complaint are particular enough to state a claim under the IFCA against each defendant.

2. No Objective Falsity

Defendant cites *United States ex rel. Yannacopoulos v. Gen. Dynamics*, 652 F.3d 818, 836 (7th Cir. 2011) (applying federal False Claims Act) for the proposition that “[a] statement may be deemed ‘false’ for purposes of the False Claims Act only if the statement represents ‘an objective falsehood.’ Although a breached contractual term may be considered a falsehood in a looser sense — a false promise — a mere breach of a contractual duty does not satisfy this standard.”

Specifically, defendant argues that Relator’s allegation is not “objectively false”; that is to say, “*resetting interest-rates that ‘in their judgment’ were the lowest possible based on an individual consideration of the alleged unique characteristics of the bonds support[s] the ‘necessary or probable inference’ that such representations would have been false*” is incorrect. (Mot. to Dismiss 14.) Defendants object to Relator’s failure to specifically allege (a) what the “lowest possible” rates should have been for the VRDOs, or what process any defendant employed to reset rates, or what methodology defendants were “obligated” to follow. (Mot. to Dismiss 14.)

Relator responds arguing that “a motion to dismiss is not the vehicle to challenge the validity of Edelweiss[s] analysis”; specifically, “[the defendants] ignore both (a) the flip in VRDO and commercial-paper interest rates” and (b) “the [defendants] coordinated conduct and common motive in setting artificially high rates.”

The court finds that, under the allegations asserted in the amended complaint, a reasonable person could, if the allegations were proved, infer that—with all the facts and circumstances asserted in the amended complaint—the VRDO interest rates were (1) objectively unreasonable in the industry of the municipal-bond market and, consequently, (2) the defendants’ representations in their RMA agreements with Illinois (and other attendant representations in the complaint) were objectively false when considered within those circumstances. Because the unreasonableness of such rates are substantial

questions of fact suitable for the presentment of expert opinion, the court cannot determine that, as a matter of law, the “Robo-Resetting” and alleged collusion are insufficient bases to allege objective falsity under the IFCA. By analogy, defendants’ assertions are similar to arguing that there is no objective measure of what “good health” is.

In the circumstances alleged in Relator’s complaint, there can be sufficient basis to infer “objective falsity.”

3. No Materiality

Defendants also argue that the amended complaint does not sufficiently plead that any alleged false claims were ‘material’ to Illinois’s payment decisions. Under the IFCA, a falsehood or omission is “material” if it has “a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.” 740 ILCS 175/3(b)(4). The court finds that, in total, the allegations of the complaint sufficiently state that defendants’ alleged conduct could have had a natural tendency to influence Illinois’s payments under the RMA agreements, among other things.

4. No Sufficient Allegation of Conspiracy or Collusion between Defendants

Defendants also argue that plaintiff’s allegation of collusion is insufficient because plaintiff’s inference of conspiracy is based on “the same flawed, post-hoc ‘analysis’ of the VRDO data”; therefore, defendants must have conspired.

Relator responds by reciting its allegations in the amended complaint showing parallel conduct in “Robo-Resetting” the VRDO interest rates, among other instances of parallel conduct. When these allegations are assumed to be true and reasonable inferences are taken in Relator’s favor, an inference that defendants conspired or agreed to “Robo-Resetting” to allegedly defraud Illinois into paying artificially-higher interest rates than it otherwise would under normal market conditions — where such collusion did not exist — is not unreasonable. Accordingly, the court finds there are sufficient allegations of parallel conduct that could, if proved, lead a reasonable person to conclude that an agreement existed between the defendants.

B. Section 2-619(a)(9): The “Public Disclosure” Bar under the IFCA

Section 2-619 motions are similar to motions for summary judgment. *Advocate Health & Hosps. Corp. v. Bank One, N.A.*, 348 Ill. App. 3d 755, 759 (2004) (citing *Redwood v. Lierman*, 331 Ill. App. 3d 1073, 1091 (2002)). “Section 2-619 allows for the dismissal of a complaint on the basis of issues of law or easily proven issues of fact while disputed questions of fact are reserved for trial proceedings, if necessary.” *Id.* “Under section 2-619, the defendant admits to all well-pled facts in the complaint, as well as any reasonable inferences which may be drawn from those facts [citation], but asks the court to conclude that there is no set of facts which would entitle the plaintiff to recover.” *Id.* (citing *Wolf v. Bueser*, 279 Ill. App. 3d 217, 222 (1996)). In addition, the defendant bears the initial burden of proving any affirmative defense relied on. *Advocate Health and Hospitals Corp.*, 348 Ill. App. 3d at 759. Where the affirmative matter asserted does not appear in the complaint, the motion must be supported by affidavit. *Kedzie & 103rd Currency Exchange, Inc. v. Hodge*, 156 Ill. 2d 112, 116 (1993).

Defendants argue that the information alleged in the amended complaint constituted a “public disclosure” under the IFCA, which would bar Relator’s claim. There are 4 inquiries in the court’s analysis in this regard:

“(1) whether the alleged “public disclosure” contains allegations or transactions from one of the listed sources of section 4(e)(4)(A) of the False Claims Act (740 ILCS 175/4(e)(4)(A)); (2) whether the alleged disclosure was made “public” within the meaning of the False Claims Act; (3) whether the relator’s complaint is “based upon” the “public disclosure”; and (4) if the answer is positive for the prior three inquiries, whether the relator qualifies as an “original source” under section 4(e)(4)(B) of the False Claims Act. *Id.*; 740 ILCS 175/4(e)(4)(B).”

Lyons Twp. ex rel. Kielczynski v. Indian Head Park, 2017 IL App (1st) 161574, ¶ 11. Under (4) of the analysis, above, the question presented is whether the Relator is the “original source” of the information alleged in the amended complaint.

The initial question is whether or not the relied on knowledge or information was the subject of “public disclosure”. In support of their motion, defendants

attach exhibits and print-outs of the MSRB and screenshots of the EMMA website, that although referenced in the amended complaint, were not present or incorporated into the amended complaint. These documents and materials are attached to the motion to dismiss, but are not supported by affidavit as generally required under section 2-619(a). Nonetheless, the court can take judicial notice as to the existence of the websites and Internet information, but not the accuracy of the same.¹ Section 2-619 also provides when the grounds of a motion appear on the face of the pleading attacked the motion need not be supported by affidavit. 735 ILCS 5/2-619(a). However, even assuming that the materials are properly before the court, dismissal would be inappropriate because Relator's knowledge constitutes an "original source" under the IFCA.

The basis of the claim at issue is whether defendants, as RMAs, used an algorithmic mechanical system to reset the interest rates that artificially resulted in high interest rates being assessed as opposed to the lowest rates necessary to sell the VRDOs. Relator has not disputed that defendants reported each interest rate change to the MSRB that is posted online with EMMA, of which this court can take judicial notice. Further, this court can take judicial notice that these transactions are controlled by MSRB Rules and SIFMA Model Disclosures that, in summary, require fair practices and pricing. These facts which are the foundation of defendants' motion for involuntary dismissal appears on the face of the amended complaint. Plaintiff alleges it conducted a forensic analysis of the same data and concluded based on the lock-step movement of the reset rates that Illinois was being defrauded.

Each VRDO's reset interest rate is tracked by the SIFMA swap index, which tracks the average interest rate on a weekly basis, and is readily available for public review. Defendant argues that this constitutes prior public disclosure of the information under subsection 4(A)(iii) which restrict claims based on information publicly disclosed in the news media, and therefore, the court must dismiss this cause. 740 ILCS 175/4(e)(4)(A)(iii). They contend that plaintiff's forensic analysis of this publicly-available information appearing on websites and information derived therefrom, cannot constitute an original source because it's a mere *compilation* of data otherwise available, and it is not direct or independent knowledge of information of a kind that a traditional whistleblower would bring to an IFCA action. The requirement that the

¹ Judicial notice is the recognition by a court of a fact that is widely known and not subject to any reasonable dispute. See Ill. R. Evid. 201.

Relator present original information that was not otherwise publicly disclosed is intended to curtail claims brought on public information that the complainant simply analyzed.

Defendants argue that the VRDO and commercial-paper interest rate data available on EMMA and related websites are akin to common news media regarding the bond industry. However, the Relator colors the information as being so specialized that it could never be uncovered by the general public or, more importantly, by the government. After looking at the key factual allegations being asserted and the Relator's willingness to recognize and rely on these same disclosures as the bases of its analysis, the court cannot conclude that public disclosure of the data has *not* occurred. But for the public disclosure, the Relator would not have had access to the data to make its calculations and comparisons.

However, the Relator correctly argues that even if the websites constitute public disclosure, the data were nothing more than interest rates for bonds and did not show that the government was a victim of fraud. The Relator argues that it is the original source of the information that defendants were utilizing a form of "Robo-Resetting"; this knowledge is independent of public disclosure and materially adds to the publicly-disclosed data or transactions; and therefore, falls within the exception of the public disclosure rule. 740 ILCS 175/4(e)(4)(B).

To constitute an "original source" under section 4(e)(4)(B), an individual must "ha[ve] knowledge that is independent of and materially adds to the publicly disclosed allegations or transactions, and who has voluntarily provided the information to the State before filing an action under" section 4 of the IFCA. Thus, two requirements must be met in this case: (1) Relator must have knowledge that is independent of and materially adds to the publicly-disclosed allegations and (2) Relator must have disclosed this knowledge to Illinois before filing the instant action.

The defendants cite the case of *A-1 Ambulance Serv. v. California*, 202 F.3d 1238 (9th Cir. 2000) for the proposition that a relator's ability to recognize illegalities surrounding publicly-disclosed information does not alter the fact that the material elements of the illegality was publicly available, and does not qualify for the "original source" exception to the public-disclosure rule. The relator in *A-1 Ambulance* alleged that certain municipalities conspired to shift some of the costs of emergency ambulance services to Medicare in violation of

the anti-kickback provisions of the Medicare Act because the municipalities' ambulance-service contracts offered little-to-no subsidy to cover the costs of ambulance services for their indigent populations. The court found that the contract-bid documents and invoices, which were the essential "transactions" underlying the relator's fraud claim had previously been disclosed in administrative proceedings. The court stated that the formulation of the fraud claim was based on public information and the unique experience and training of the relator who simply repeated what the public already knew.

In the case at bar, after looking at the key factual allegations being asserted, the court cannot conclude that the "original source" exception does not apply because nothing in the available raw data indicate fraudulent conduct by the defendants as alleged. The available data do not reveal that the RMAs (defendants) reset the interest rates and remarketed the bonds to new investors in any specific, certain way. They are just raw data. RMAs report each interest rate to the MSRB and each is posted online with EMMA. These data did not publicly disclose that an alleged algorithmic mechanical system to reset interest rates for the VRDOs may have been utilized.

Furthermore, the court finds that Relator's knowledge was previously disclosed to Illinois by the filing of Relator's initial complaint, which is alleged in the amended complaint at paragraph 21. Whether the "complaint" referred to in paragraph 21 referred to Relator's initial action under case number 2014-L-008982 (Cir. Ct. Cook County) or the instant cause is not explicitly stated. However, taking reasonable inferences from the amended complaint in Relator's favor and taking judicial notice of the previous litigation in this cause, the court finds that Relator's amended complaint alleges sufficient facts to satisfy this notice-to-Illinois requirement under section 4(e)(4)(B).

Therefore, even if the public disclosure bar applies, the Relator has sufficiently alleged facts to state a claim within the "original source" exception. The section 2-619 request for dismissal is denied.

CONCLUSION

In accordance with the above discussion, defendants' joint motion to dismiss is denied. However, given the resources of the parties and the likelihood of appeal upon entry of a final order in this cause, the court hereby finds that there is no just reason for delaying appeal of this order.

IT IS HEREBY ORDERED:

- I. Defendants' joint motion to dismiss under sections 2-615 and 2-619(a)(9) is **DENIED**.
- II. Pursuant to Illinois Supreme Court Rule 304(a), there is no just reason for delaying appeal of this order.
- III. Defendants shall file their respective answers to the amended complaint 35 days of the filing date of this order.
- IV. Plaintiff shall reply to any affirmative defenses asserted by defendants within 35 days of the filing of such affirmative defenses.
- V. Parties to propound non-opinion, written discover on or before 45 days of the filing date of this order.
- VI. This matter is continued for subsequent case management on April 10, 2019, at 9:20 a.m. for status on discovery and the pleadings.

ENTER:

Judge Diane M. Shelley
FEB - 1 2019
Circuit Court - 1925

Judge Diane M. Shelley #1925
February 1, 2019