

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

COUNTY OF COOK,	)	
	)	Case No. 1:14-cv-09548
Plaintiff,	)	
	)	Hon. Gary Feinerman
v.	)	
	)	
	)	
WELLS FARGO & CO., et al.,	)	
	)	
Defendants.	)	

**DEFENDANTS’ MOTION TO COMPEL COOK COUNTY ENTITIES  
TO PRODUCE DOCUMENTS RELATING TO THE FINANCIAL IMPACT OF  
ADMINISTERING AND PROCESSING FORECLOSURES**

Defendants Wells Fargo & Co., Wells Fargo Financial, Inc., and Wells Fargo Bank, N.A (collectively, “Wells Fargo” or “Defendants”), by their attorneys, pursuant to Rules 34 and 45 of the Federal Rules of Civil Procedure, move to compel the County of Cook, Illinois (“Cook County,” the “County,” or “Plaintiff”), the Cook County Sheriff’s Office (“Sheriff’s Office”) and the Cook County Recorder of Deeds (“Recorder”) (collectively referred to herein as the “County”) to produce documents relating to the fees collected and costs incurred in connection with administering and processing foreclosures (the “Motion”). In support of its motion, Wells Fargo states as follows:

**I. INTRODUCTION**

The County claims it was damaged by the cost of administering and processing allegedly discriminatory foreclosure actions in Cook County. As the Court noted in ruling on Wells Fargo’s motion to dismiss, the initiation of a foreclosure action in Cook County “triggers certain obligations on the County’s part” (Memorandum Opinion Order dated March 26, 2018 [Dkt. No. 143] (the “Dismissal Order”) at 10)—each of which involves both the County’s provision of a

service and the County's corresponding collection of a fee for providing the service. Wells Fargo has requested documents evidencing the fees and costs the County collected for each of these foreclosure-related services. The County has refused to produce information relating to the foreclosure-processing services for which the fee collected exceeded the cost of the service provided. That information is discoverable because it is squarely relevant to the claims and defenses remaining in this case—namely, the County's theory that it was injured by the supposedly increased costs of administering and processing Wells Fargo's challenged foreclosures—and Wells Fargo therefore seeks an order compelling production.

The County previously agreed to produce its fee and cost information for all of the County services arising from foreclosure cases. However, as discovery progressed, it became apparent that certain of these services were net revenue *generators* for the County—in that the fees collected exceed the costs of providing the service. Specifically, it appears that the County makes money from, at least: (1) recording foreclosure-related documents, such as the *lis pendens* that must be filed to initiate a foreclosure action<sup>1</sup>; (2) serving summonses on parties in foreclosure cases<sup>2</sup>; and (3) conducting judicial sales of foreclosed properties<sup>3</sup> (together, the “Cash Positive Services”). Indeed, given the net revenue gain from the Cash Positive Services as well as the fees collected for providing the remaining services about which discovery remains ongoing (*e.g.*, court filing fees, appearance fees, fees for performing evictions), serious questions are percolating regarding whether the County suffered any injury at all from administering foreclosures filed by Defendants—and thus whether it has Article III standing to bring this action.

---

<sup>1</sup> 55 Ill. Comp. Stat. Ann. 5/4-12002.

<sup>2</sup> 55 Ill. Comp. Stat. Ann. 5/4-12001.

<sup>3</sup> 55 Ill. Comp. Stat. Ann. 5/4-12001.

Certainly, Defendants are entitled to discover the benefit to the County from collecting the fees associated with the Cash Positive Services, as the benefit is relevant to any calculation of compensatory damages in this case. To prevent Defendants from discovering the overall financial impact to the County associated with administering and processing foreclosures, the County has now reversed its earlier position and refuses to produce documents that would show the net revenue gain associated with the Cash-Positive Services.

The County's refusal to produce fee and cost information associated with the Cash-Positive Services is based solely on its new contention that the information is irrelevant. The County takes that position because it has recently amended its Rule 26(a)(1) disclosures to remove any mention of the Cash Positive Services. Instead, it apparently hopes to produce cherry-picked documents relating only to those services that it contends caused it losses. The tactic must fail. The totality of fees and costs of County services in administering and processing foreclosures must be considered to determine whether the County suffered a compensable injury, but the ultimate legal question is not before the Court at this stage of the case. Information need not be admissible to be discoverable, and Defendants are entitled to discover information regarding the Cash Positive Services in order to prove the net financial impact to the County of administering and processing foreclosure cases. Therefore, the Court should compel Cook County, the Sheriff and the Recorder to produce documents responsive to Defendants' requests for this information.

## **II. Background**

### **A. Cook County's claimed damages and Defendant's discovery requests**

The Court found that the County had sufficiently alleged "that Wells Fargo's [alleged] equity-stripping practice *meaningfully increased the County's costs of administering and processing foreclosures*—through the use of the Cook County Sheriff's Office to post foreclosure

and eviction notices, serve summonses, and evict borrowers, and the use of the Cook County Circuit Court to process foreclosure suits.” (Dismissal Opinion at 10-11 (emphasis added).) In the County’s First Amended Rule 26(a)(1) disclosures, served on January 29, 2019, the County stated that it sought to recover the “fully loaded costs” relating to, among other services, “the processing and service of summons” and “conducting foreclosure property sales”—both Cash Positive Services.

In order to determine whether the County has, in fact, been injured through Wells Fargo’s purportedly discriminatory conduct, Defendants requested documents relating to both the costs incurred and the fees collected in connection with performing any foreclosure-related services. After some conferrals, the County initially agreed to provide fee and cost information for all such services, including the Cash Positive Services.

**B. Discovery reveals that certain foreclosure-related services are likely cash-positive**

The initial information produced by the County in discovery made clear that Sheriff-conducted foreclosure property sales (or “judicial sales”) were net revenue generators for the County. The County produced excerpts from the Sheriff’s Office budgets, and one of the explicit goals of the Court Services Department within the Sheriff’s Office was to “further explore the opportunity to bring more judicial sales to the County and thus dramatically increasing revenues.” (Department Overview 230 Court Services Division at COOK-WF-0024800, a copy of which is attached hereto as Exhibit A.) Further, a witness from the Sheriff’s Office testified that [REDACTED]

[REDACTED]

[REDACTED] (Exhibit B, Excerpts of the transcript of the deposition of K. Connelly (the “Connelly Dep.”) at 107:16-117:15.)<sup>4</sup>

Defendants also learned during discovery that serving summonses is also likely a net revenue generator for the County. A witness from the Sheriff’s Office testified that [REDACTED]

[REDACTED] (*Id.*, Connelly Dep., at 89:19-90:7, 103:7-24.) Further, in a 2010 *New York Times* article, the Sheriff’s spokesman stated that the Sheriff “would prefer to handle all process serving in the county, particularly since it is one of the few ways we are able to actually bring revenues to the county” and that serving all summons in foreclosure cases “would bring in an additional \$5 million a year.” (Dan Mihalopoulos & Patrick Rehkamp, *Use of Private Process Servers is Up; Concern Is, Too*, N.Y. TIMES, July 22, 2010, available at <https://www.nytimes.com/2010/07/23/us/23cncforeclosure.html>, a copy of which is attached hereto as Exhibit C.)

Finally, it has been revealed during discovery that recording foreclosure-related documents—such as the notices of *lis pendens*, judicial foreclosure orders, and deeds transferring ownership following a foreclosure sale—is also likely a net-revenue-generating service. As support for their damages theory, the County referred Defendants to a study analyzing the cost of foreclosures to Cook County. (William C. Apgar, Mark Duda, & Rochelle N. Gorey, *The Municipal Cost of Foreclosures: A Chicago Case Study*, HOMEOWNERSHIP PRES. FOUND. (Feb. 27, 2005), available at <https://www.issuelab.org/resources/1772/1772.pdf> and a copy of which is attached hereto as Exhibit D.) The authors of that study concluded that the County enjoyed a net

---

<sup>4</sup> Exhibit B has been designated by the County as “Confidential” and Wells Fargo has filed it provisionally under seal in accordance with its obligations under the parties’ Agreed-to Protective and Confidentiality Order [Dkt. No. 160].

revenue gain from recording foreclosure-related documents. (*Id.* at 42.) Further, in testimony before the County Board of Commissioners, the Recorder of Deeds testified that “we are one of the largest revenue-generators for the County relative to our size” and that the Recorder’s “revenue to expense ratio is six to one.” (Excerpt from the transcript of the October 23, 2015 Executive Budget Recommendation Message of the President to the Cook County Board of Commissioners and Submittal of the Executive Budget for Fiscal Year 2016 at 52:11-13, a copy of which is attached hereto as Exhibit E.)

Last month, the County served its Second Amended Disclosures, removing any reference to the Cash Positive Services from the list of services for which it seeks to recover costs. (*See* Plaintiff’s Second Amended Disclosures under Federal Rule of Civil Procedure 26(a), at 3-4, a copy of which is attached hereto as Exhibit F.)

**C. The County reverses its position and refuses to produce fee and cost information for the Cash Positive Services**

The County objected to many of the Defendants’ document requests as calling for documents that are in the custody or control of “third parties”—which the County has attempted to define for purposes of this litigation as any entity other than the Office of the President or the County Board of Commissioners. While the County contended that certain of those third-parties, such as the Sheriff and the arms of the Circuit Court of Cook County, were “cooperating” with discovery, it remained unclear whether those third parties intended to simply produce documents helpful to the County’s theory of injury while withholding documents that might be harmful, such as those relating to the Cash Positive Services. Therefore, Defendants served subpoenas upon the Sheriff’s Office, the Recorder, the Clerk of the Circuit Court of Cook County, and the Office of the Chief Judge of the Circuit Court of Cook County, thus imposing a legal obligation upon those third parties to produce all responsive documents in their possession, custody or control.

In the parties' most recent conferral regarding those subpoenas (and certain document requests), counsel for the County (also representing the Sheriff and Recorder) reversed course regarding whether fee and cost information related to the Cash Positive Services would be produced.<sup>5</sup> (*See* October 14, 2019 letter from A. Moore to J. Evangelista and K. McGregor at 10-15, attached hereto as Exhibit G.) The County explained that it had changed its position because the issue of production of fee information relating to Cash Positive Services was subject to a motion to compel in its case against Bank of America. (*See id.*) Although this Court denied the County's request to coordinate discovery across its various cases, the County nevertheless now refuses to produce **any** documents related to costs and fees associated with Cash Positive Services in this case unless and until it is ordered to produce similar documents in the Bank of America case. (*See id.*)

#### **D. The document requests at issue**

Defendants move to compel documents responsive both to its document requests to the County and its subpoenas to the Sheriff and the Recorder—all relating to fees and costs associated with Cash Positive Services. To calculate the County's net gain or loss associated with a particular service, Wells Fargo asked for the overall cost and revenue figures associated with performing foreclosure-related services in each relevant year (as well as any analysis of how profitable the service is or was). (*See* Defendants' First Set of Requests for Production at RFP Nos. 11-13, 17-19, 22-25, 28, attached hereto as Exhibit H; Defendants' Third Set of Requests for Production at RFP Nos. 81, 87, 91, attached hereto as Exhibit I; Subpoena to Sheriff's Office, at Rider, RFP Nos. 1-10, 19, attached hereto as Exhibit J; Subpoena to Recorder, at Rider, RFP Nos. 1-5, attached hereto as Exhibit K.) For example, Defendants requested documents relating to the County's total

---

<sup>5</sup> The County will still produce all fee and cost information relating to all fees collected and costs incurred by the Clerk of the Circuit Court and relating to evictions performed by the Sheriff.

costs of serving summons and process as well as the total fees it collected for serving process in each year. (*See* Ex. H at RFP Nos. 17-19, 22; Ex. J, at Rider, RFP Nos. 1-5.) Further, Defendants have requested that the County produce any documents relating to any analysis of what portion of the cost of serving process is covered by the fee for serving process. (*See* Ex. I at RFP No. 91; Ex. J at Rider, RFP No. 6.) From these documents, Defendants hope to determine the net revenue gain to the County associated with serving a single summons—which must be part of the calculation of the financial impact of any purportedly discriminatory foreclosure case for which the Sheriff served the summons. Defendants have served similar requests for the fees and costs related to conducting judicial sales (*see* Ex. H at RFP Nos. 23-25, 28; Ex. I at RFP No. 81; Ex. J at Rider, RFP Nos. 1-3, 7-10), and recording documents (*see* Ex. H at RFP Nos. 11-13; Ex. K at Rider, RFP Nos. 1-5) in connection with foreclosures.

### III. ARGUMENT

Wells Fargo is entitled to information relating to whether, and to what extent, the County suffered an injury fairly traceable to the conduct which is the subject of the Second Amended Complaint and that the Court allowed to proceed to discovery. The County refuses to produce fee or cost information for the Cash Positive Services because it contends that the information is not relevant to calculating its damages. Although the County may hope to base its damages calculation only on services it has specifically cherry-picked and believes to be revenue-negative, Defendants are entitled to discover the full financial impact to the County of **all of the services** it provided in administering and processing foreclosures—including the Cash Positive Services. Discovery is not limited to the information that supports the County's allegations that it suffered damages in connection with administering and processing foreclosures, but rather is guided by the issues defined by the Court and encompasses information that tends to refute the claims too. As set forth

below, this information regarding Cash Positive Services is highly relevant to any calculation of the County's compensatory damages.

The County's refusal to produce the requested information is based solely on its contention that the information is irrelevant to any claims or defenses in this case. Rule 26(b)(1) provides that, "[u]nless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case." Fed. R. Civ. P. 26(b)(1). Defendants are entitled to seek materials relating to issues that will ultimately be decided by the fact finder. *See* Memorandum Opinion and Order, *County of Cook, Illinois v. Bank of America, N.A. et al.*, No. 1:14-cv-2280, at slip op. 10 (N.D. Ill. *filed* Oct. 22, 2019) [Dkt. No. 360] (ordering production of documents evidencing the knowledge of certain officials and overruling County's objection that the knowledge of those officials could not be imputed to the County as "premature" where ultimate determination regarding imputation of knowledge would be decided at a later date). Nor has the County argued that fee and cost information relating to the Cash Positive Services is confidential or that it would be overly burdensome to produce. Further, based on the County's representations that it is entitled to extraordinarily wide-ranging discovery from Defendants from a period of more than 15 years, any argument that the requested fee and cost information is not proportional to the needs of the case would be disingenuous.

The Court's order sets the guideposts for discovery: information relating to whether the County incurred "increased" "costs of administering and processing foreclosures." (Dismissal Order at 10.) By including both service of process and judicial sales in its First Amended Rule 26(a)(1) Disclosures (a copy of which is attached hereto as Exhibit L), the County acknowledged that these foreclosure-related services are relevant to an analysis of the County's overall damages.

The County has implicitly acknowledged that it received a benefit from performing the Cash Positive Services by removing any mention of those services from its Second Amended Rule 26(a)(1) Disclosures. (*Comp. Ex. L* at 3-4, *with, Ex. F* at 3-4.) Indeed, it appears that the County's only argument for its new refusal to provide information about the Cash Positive Services is that they evidence a benefit to the County and not an injury.

However, benefits arising from Defendants' alleged conduct are as relevant as costs in calculating the County's purported damages—if any. A damages action under the Fair Housing Act “sounds basically in tort—the statute merely defines a new legal duty, and authorizes the courts to compensate a plaintiff for the injury caused by the defendant's wrongful breach.” *Curtis v. Loether*, 415 U.S. 189, 195 (1974); *Ores v. Willow W. Condo. Ass'n*, No. 94 C 4717, 1996 WL 111894, at \*6 (N.D. Ill. Mar. 12, 1996). Therefore, “general tort principles govern the award and calculation of damages in FHA cases” and “[u]nder general tort principles, compensatory damages are designed to place the plaintiff in a position substantially equivalent to the one that he would have enjoyed had no tort been committed.” *Anderson Grp., LLC v. City of Saratoga Springs*, 805 F.3d 34, 52 (2d Cir. 2015); *see also Illinois Sch. Dist. Agency v. Pac. Ins. Co.*, 571 F.3d 611, 617 (7th Cir. 2009). Compensatory damages should only restore an injured party to the position it was in before the wrongful conduct, but should not to enable a plaintiff to make a profit or windfall on the transaction. *Client Funding Sols. Corp. v. Crim*, 943 F. Supp. 2d 849, 866 (N.D. Ill. 2013). It is a maxim of compensatory damages that a “defendant generally may show that an act or omission forming the basis of a complaint was a benefit as well as an injury to the plaintiff.” 22 Am. Jur. 2d Damages § 396; Restatement (Second) of Torts § 920 (1979) (“[w]hen the defendant's tortious conduct has caused harm to the plaintiff or to his property and in so doing has conferred a special

benefit to the interest of the plaintiff that was harmed, the value of the benefit conferred is considered in mitigation of damages, to the extent that this is equitable”).

Accordingly, when assessing the financial position a plaintiff would have been in but for a purported FHA violation, any costs and any benefits resulting from the violation must be considered. For example, where a plaintiff sought to recover expenses she incurred in connection with the sale of her apartment (which sale she contended was caused by defendants’ violations of the FHA), any such expenses would necessarily “be offset by any profit she made through that sale.” *Broome v. Biondi*, 17 F. Supp.2d 211, 228 (S.D.N.Y. 1997). In another case, a plaintiff was denied the opportunity to purchase a lot on published terms because of his race, and the defendant was later ordered to sell the lot to the plaintiff on the original terms. *Lee v. S. Home Sites Corp.*, 429 F.2d 290, 293 (5th Cir. 1970). The plaintiff claimed \$100 in costs, but the court held that the plaintiff had suffered no economic damage because the lot had gained \$400 in value between the original published offer and the court-ordered sale. *Id.*; see also *Fariss v. Lynchburg Foundry*, 769 F.2d 958, 966 (4th Cir. 1985) (in employment discrimination case, back wages owed to plaintiff were reduced by the value of the pension payment defendant paid plaintiff upon termination to arrive at net economic loss).

In order to determine whether Cook County suffered any economic damages in this case as a result of purportedly “discriminatory” foreclosures, any net revenue gain from the Cash Positive Services must therefore be considered.<sup>6</sup> Indeed, while it does not appear likely that Cook

---

<sup>6</sup> This information is relevant not only to the calculation of Plaintiff’s compensatory damages, but also to Defendants’ Eighteenth Affirmative Defense, which states that “Plaintiff’s recovery is barred, in whole or in part, under principles of set-off, recoupment, and/or unjust enrichment, because the alleged damages, costs, and/or other expenses that the Plaintiff seeks to recover in this action are exceeded by the financial benefits that the Plaintiff has realized, directly or indirectly, as a result of the origination of the loans in question.” (Answer to Second Amended Complaint [Dkt. No. 162] at 223.)

County will be able to demonstrate a 1:1 relationship between processing an additional foreclosure case and increased costs to Cook County, there is certainly a 1:1 relationship between processing an additional foreclosure case and increased revenue to Cook County. The very first step in processing those foreclosures was the recording of a *lis pendens* by the foreclosing plaintiff—which involved the payment of a fee that vastly eclipsed any cost associated with the service. (See Ex. E (Recorder’s “revenue to expense ratio is six to one”).) If the Sheriff serves summons, the foreclosing plaintiff pays an additional \$60 per defendant, which the Sheriff views as a revenue generating payment.<sup>7</sup> The Sheriff further charges a \$265 fee for conducting a “foreclosure property sale,” which the Sheriff also views as a source of revenue for the County. *Id.* Selling a property through the foreclosure process also requires the filing of two documents with the Recorder (one recording the sale outcome and one the new owner), both of which involve the collection of additional recording fees by the County. It is undisputed that, but for the purportedly discriminatory foreclosures, the County would not have received these benefits from Wells Fargo.

The County cannot limit the fee information it produces by narrowing its damages claim to only those foreclosure-related services that it believes are revenue-negative. See Memorandum and Opinion, *County of Cook, IL v. Bank of Am., N.A. et al.*, No. 1:14-cv-2280, at slip op. 11 (N.D. Ill. filed Oct. 22, 2019) [Dkt. No. 360] (documents must be produced by the County where they were relevant to a legal issue that would be decided at a later date). Consider an example in which the Sheriff served process in a foreclosure case (likely a revenue-positive event), then evicted the borrower (which the County apparently claims can be a revenue-negative event), then conducted a judicial sale of the property (likely a revenue-positive event). If the Sheriff *gained* revenue (net) by providing these three services, then the Sheriff was not damaged by processing the foreclosure.

---

<sup>7</sup> Fee information available at: <https://www.cookcountysheriff.org/courts/civil-services/>.

The County hopes to cherry-pick the services performed, so that it may consider only the eviction event and ignore the remainder of the financial impact to the Sheriff's Office of processing the foreclosure. The County may certainly argue that this is an appropriate damages model at some later date. However, it cannot refuse to produce this information in discovery, as it is certainly relevant to the method of calculating damages advanced by Defendants—which involves assessing the full financial impact of administering and processing a foreclosure.

#### **IV. CERTIFICATION PURSUANT TO FED. R. CIV. P. 37(a)(1)**

Pursuant to Rule 37(a)(1) of the Federal Rules of Civil Procedure, counsel for Wells Fargo hereby certifies that they have conferred with counsel for the County in a good-faith effort to resolve by agreement the issues raised in this motion. Specifically, counsel for Wells Fargo and the County exchanged numerous letters spanning more than a year regarding Wells Fargo's requests seeking production of documents relating to the fees and costs associated with the services the County provides in the course of administering and processing foreclosure matters. (*See* letters dated October 16, 2018, October 26, 2018, November 21, 2018, December 5, 2018, January 8, 2019, February 8, 2019, May 6, 2019, May 28, 2019, August 26, 2019, and September 23, 2019, , copies of which are attached as Group Exhibit M; *see also* Ex. G, letter dated October 14, 2019.) The parties have conferred multiple times, on November 9 and 16, 2018, August 29, 2019, September 6, 2019, September 9-10, 2019, and October 3, 2019 (Ex. G; Ex. M at letter dated November 21, 2018), during which they conferred in good faith regarding their respective positions on the issues in the foregoing motion, but were unable to reach agreement.

#### **V. CONCLUSION**

The County should be ordered to produce documents relating to all of the fees and costs associated with administering and processing foreclosures, including those fees and costs

associated with the Cash Positive Services of serving summonses and process, recording foreclosure-related documents, and performing judicial sales. These documents are necessary to enable Defendants to assess the financial impact of any purportedly actionable foreclosures that the County ultimately identifies.

WHEREFORE Defendants respectfully request this Court enter an order compelling the County to produce all documents responsive to RFP Nos. 11-13, 17-19, 22-25, 28, 81, 87, 91, compelling the Sheriff to produce all documents responsive to Subpoena Request Nos. 1-10, 19 and compelling the Recorder to produce all documents responsive to Subpoena Request Nos. 1-5, and for such further relief as the Court finds just and equitable.

Dated: October 28, 2019

Respectfully submitted,

WELLS FARGO & CO., WELLS FARGO  
FINANCIAL, INC. and WELLS FARGO  
BANK, N.A.,

By: /s/ Abram I. Moore

K&L GATES LLP  
Paul F. Hancock  
Paul.Hancock@klgates.com  
Olivia Kelman@klgates.com  
200 South Biscayne Blvd., Suite 3900  
Miami, Florida 33131-2399

Abram I. Moore  
Nicole C. Mueller  
Abe.Moore@klgates.com  
Nicole.Mueller@klgates.com  
70 West Madison Street, Suite 3100  
Chicago, Illinois 60602

KATTEN MUCHIN ROSENMAN LLP

Sheldon T. Zenner

Sheldon.Zenner@katten.com

David C. Bohan

David.Bohan@katten.com

Peter G. Wilson

Peter.Wilson@katten.com

Sarah K. Weber

Sarah.Weber@katten.com

525 W. Monroe Street

Chicago, Illinois 60661-3693

Tel: (312) 902-5200

Fax: (312) 902-1061

*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 28, 2019, I caused a true and correct copy of the foregoing to be served upon the following counsel of record as of this date by filing same through the ECF system:

James M. Evangelista  
David J. Worley  
Kristi Stahnke McGregor  
EVANGELISTA WORLEY LLC  
8100 A Roswell Road, Suite 100  
Atlanta, GA 30350  
[jim@ewlawllc.com](mailto:jim@ewlawllc.com)  
[david@ewlawllc.com](mailto:david@ewlawllc.com)  
[kristi@ewlawllc.com](mailto:kristi@ewlawllc.com)

James D. Montgomery, Sr.  
JAMES D. MONTGOMERY &  
ASSOCIATES LTD.  
One North LaSalle Street, Suite 2450  
Chicago, Illinois 60602  
[jmontgomery@jdmlaw.com](mailto:jmontgomery@jdmlaw.com)

Sanford P. Dumain  
Jennifer S. Czeisler  
J. Birt Reynolds  
Roy Shimon  
Dolgora D. Dorzhieva  
Ezra Salami  
MILBERG TADLER PHILLIPS  
GROSSMAN LLP  
One Pennsylvania Plaza, Suite 1920  
New York, NY 10119  
[sdumain@milberg.com](mailto:sdumain@milberg.com)  
[jczeisler@milberg.com](mailto:jczeisler@milberg.com)  
[breynolds@milberg.com](mailto:breynolds@milberg.com)  
[rshimon@milberg.com](mailto:rshimon@milberg.com)  
[ddorzhieva@milberg.com](mailto:ddorzhieva@milberg.com)  
[esalami@milberg.com](mailto:esalami@milberg.com)

/s/ Abram I. Moore