No. 122556

IN THE SUPREME COURT OF ILLINOIS

AMERICAN FAMILY MUTUAL INSURANCE COMPANY,

Plaintiff/Counter-Defendant,

-v-

WALTER KROP, individually and as father and next friend of T.K., a minor, LISA KROP and MARY ANDRELOAS, as next best friend of A.A., a minor,

Defendants/Counter-Plaintiffs.

WALTER KROP, LISA KROP and T. K., a minor,

Third-party Plaintiffs-Appellees,

-v-

ANDY VARGA,

Third-Party Defendant-Appellee.

Appeal from the Appellate Court of Illinois, First Judicial District, No. 1-16-1071

There Heard on Appeal from the Circuit Court of Cook County, Illinois, County Department, Chancery Division, No. 14 CH 17305

The Honorable Neil H. Cohen, Judge Presiding

BRIEF OF THIRD PARTY PLAINTIFFS-APPELLEES, WALTER KROP, LISA KROP and T.K., a minor

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IN THE SUPREME COURT OF ILLINOIS

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, Plaintiff/Counter-Defendant, -v- WALTER KROP, individually and as father and next friend of T.K., a minor, LISA KROP and MARY ANDRELOAS, as next best friend of A.A., a minor, Defendants/Counter-Plaintiffs. WALTER KROP, LISA KROP and T. K., a minor, Third-party Plaintiffs-Appellees, -v- ANDY VARGA, Third-Party Defendant-Appellee.	Appeal from the Appellate Court of Illinois, First Judicial District, No. 1-16-1071 There Heard on Appeal from the Circuit Court of Cook County, Illinois, County Department, Chancery Division, No. 14 CH 17305 The Honorable Neil H. Cohen, Judge Presiding

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POINTS AND AUTHORITIES

ARGUMENT

B. *Hoover v. Country Mutual Insurance* is Distinguishable from the Case Presented by the Krops.

III. <u>The appellate court's application of a fiduciary duty standard in its analysis was not incorrect.</u>

NATURE OF THE ACTION

Plaintiff American Family Mutual Insurance Company brought a complaint for declaratory judgment against Defendant Walter Krop, individually and as father and next friend of T.K., a minor, and Defendant Lisa Krop seeking a declaration that American Family had no duty to indemnify or defend the Krops in Case No. 2014-L-005185. The basis for the suit was that the Krops' American Family insurance policy provided no coverage for mental distress, mental abuse, defamation, false light invasion of privacy, or intentional infliction of emotional distress. In response, the Krops brought a counterclaim against American Family Mutual Insurance Company and a third-party complaint against American Family Agent Andy Varga. Count I of the Counterclaim/Third Party Complaint alleged Varga violated Section 2-2201 of the *Illinois Code of Civil Procedure,* 735 ILCS 5/2-2201(d), when he failed to procure for the Krops the insurance coverage they requested. Count II of the Counterclaim/Third Party Complaint sought damages from American Family under the doctrine of *respondeat superior*. Counts III and IV of the Counterclaim/Third Party Complaint asked that the American Family Policy be reformed to provide coverage for the Krops in the underlying case, Case No 2014-L-005185.

Both American Family and Varga moved to dismiss the Counterclaim/Third Party Complaint pursuant to 735 ILCS 5/2-615 and 735 ILCS 5/2-619. The trial court ruled that the Counterclaim/Third Party Complaint was barred by the statute of limitations, because the Krops did not file their Counterclaim/Third Party Complaint within two years of receiving American Family's policy. The appellate court reversed the trial court's decision, holding that the Krops were not time barred because they filed their complaint within two years of when coverage was denied. Varga petitioned the Supreme Court for

leave to appeal. His petition was granted, and American Family joined in Varga's appeal. This appeal involves a question of the pleadings, namely whether the Krops' action was commenced within the timeframe limited by law.

ISSUES PRESENTED FOR REVIEW

Whether the Krops' Counterclaim/Third Party Complaint was controlled by and timely filed in accordance with 735 ILCS 5/13-214.4, the statute requiring all actions against an insurance producer, firm or representative be brought within two years of the date on which the cause of action accrued.

JURISDICTION

On February 4, 2016, the trial court entered an order dismissing the Krops' Counterclaim/Third Party Complaint in its entirety (R.C834-C837). On February 18, 2016, the trial court found there was no just reason to delay the appeal or enforcement of its order pertaining to Andy Varga (R.C850). On March 17, 2016, the trial court denied the Krops' motion to reconsider and granted American Family's request that the dismissal be final and appealable (R.C978). The Krops filed their notice of appeal on April 14, 2016 (R.C979-C980). On May 10, 2017, the appellate court reversed the trial court's judgment. On May 31, 2017, Varga filed a petition for rehearing which was denied on June 29, 2017. (A23). Subsequently on August 3, 2017, Varga filed his petition for leave to appeal with this Court, which was granted on September 27, 2017. This court has jurisdiction pursuant to Supreme Court Rule 315(a).

ARGUMENT

I. Standard of Review

The Illinois Supreme Court reviews a dismissal pursuant to 735 ILCS 5/2-619(a)(5) *de novo*. *Orlak v. Loyola Univ. Health Sys.*, 228 Ill.2d 1, 7 (2007). In ruling on a Section 5/2-619 motion, all pleadings and supporting documents must be viewed in a light most favorable to the Krops. *Id.*

II. The Krops' Counterclaim/Third Party Complaint was Timely as it was Filed within Two Years after American Family Denied Coverage.

A. The Discovery Rule Applies to the Krop's Counterclaim/Third Party Complaint.

The crux of the Krops' Counterclaim/Third Party Complaint is their belief that American Family and its agent, Varga, violated 735 ILCS 5/2-2201(d) when Varga negligently failed to procure for the Krops an American Family insurance policy that provided equivalent coverage to the Krops' Travelers' policy. Section 5/2-2201(d) states as follows:

> While limiting the scope of liability of an insurance producer, registered firm, or limited insurance representative under standards governing the conduct of a fiduciary or a fiduciary relationship, the provisions of this Section do not limit or release an insurance producer, registered firm, or limited insurance representative from liability for negligence concerning the sale, placement, procurement, renewal, binding, cancellation of, or failure to procure any policy of insurance.

735 ILCS 5/2-2201(d).

The Code of Civil Procedure, 735 ILCS 5/13-214.4, governs the timeliness of the claims brought against American Family Mutual Insurance Company (American Family)

and American Family Insurance Broker Andy Varga (Varga) by Walter Krop, Lisa Krop, and their minor son, T.K. (The Krops). Section 5/13-214.4 provides as follows:

> **Actions against insurance producers, limited insurance representatives, and registered firms**.
> All causes of action brought by any person or entity under any statute or any legal or equitable theory against an insurance producer, registered firm, or limited insurance representative concerning the sale, placement, procurement, renewal, cancellation, or failure to procure and policy of insurance shall be brought within two years of the date the cause of action accrues.

735 ILCS 5/13-214.4.

Section 13-214.4 provides that any action against an insurance company or broker "shall be brought within 2 years of the date the cause of action accrues." 735 ILCS 5/13-214.4. Although there is agreement on the applicability of Section 13-214.4, the parties dispute when the Krops' cause of action accrued.

Both Varga and America Family incorrectly contend that the Krops' cause of action accrued in March 2012, when the insurance policy was issued. They allege that the Krops had an absolute duty to read the policy and determine if it was deficient for all hypothetical claims that could be brought against them at some point in the future (R.C005). Under Varga's and American Family's theory, by the time the underlying suit was filed against the Krops (in May 2014) and American Family denied them coverage (in August 2014), the limitations period had already expired, leaving the Krops with no remedy for the negligence of Varga and American Family (R.C011-C023) (R.C532). To avoid a harsh and unjust result in such cases, the discovery rule was developed to "avoid mechanical application of a statute of limitations in situations where an individual would be barred from suit before he was aware he was injured." *Hermitage Corp. v. Contractors*

Adjustment Co., 166 Ill.2d 72, 77-78 (1995). This rule tolls the commencement of the statute of limitations until an individual "knows or reasonably should have known of his injury and also knows or reasonably should have known that it was wrongfully caused." *Knox College v. Celotex Corp.*, 88 Ill.2d 407, 415 (1989).

In the present case, the two year statute of limitations expressed in Section 13-214.4 began to run on August 20, 2014, when the Krops learned of American Family's denial of coverage (R.C532). Therefore, the Appellate Court correctly concluded that Krops' Counterclaim/Third Party Complaint was timely filed on September 22, 2015. The trial court's order of dismissal must be reversed and the Appellate Court's decision upheld.

B. Hoover v. Country Mutual Insurance is Distinguishable from the Case Presented by the Krops.

As support for their position, American Family and Varga rely heavily on *Hoover v. Country Mutual Insurance Company Co.*, 2012 IL App (1st) 110939. This reliance on *Hoover* was correctly rejected by the Appellate Court. It ignores years of well-settled case law in which Courts have repeatedly held that the limitations period for a suit against an insurance agent or producer for failure to procure the coverage requested begins when coverage was denied and not when the policy was issued. See *e.g. Broadnax v. Morrow*, 326 Ill.App.3d 1074 (4th Dist. 2002); *State Farm Fire & Cas. Co. v. John J. Rickhoff Sheet Metal Co.*, 394 Ill.App.3d 548 (1st Dist. 2009); *Indiana Insurance Co. v. Machon & Machon, Inc.*, 324 Ill.App.3d 300 (1st Dist. 2001); and *General Casualty Co. v. Carroll Tiling Service, Inc.*, 342 Ill.App.3d 883 (2d Dist. 2003). Additionally, since

Hoover was decided, the First District again considered this very issue in *Scottsdale Insurance Company v. Lakeside Community Committee*, 2016 IL App (1st) 141845.

In early 2009, Lakeside Community Committee, a non-profit corporation that contracted with the Illinois Department of Children and Family Services to provide foster care and welfare services, asked W.A. George, an insurance broker, to "obtain an ***appropriate*** insurance policy to cover its services." *Id.* at ¶4 (*emphasis added).* The policy was initially issued in 2009 and then renewed to cover up to March 2011. *Id.* In at least two places, including on the declarations page, the policy incorrectly described Lakeside as a halfway house. *Id.* In October 2010, a child, Angel Hill, that Lakeside had been assigned to monitor and to whom it was to provide social services, died in her mother's home. *Id.* at ¶6-¶8. Lakeside was sued for Hill's wrongful death and entered into a consent judgment with the Public Guardian for $3.5 million. *Id.* at ¶10. In April 2012, Lakeside submitted the judgment to Scottsdale, its insurance company. *Id.* Scottsdale denied the claim on May 4, 2012 and filed a declaratory judgment action on June 12, 2012. *Id.* In August 2012, Lakeside filed its counterclaim against Scottsdale and a third-party complaint against W.A. George, alleging it suffered damages because W.A. George failed to provide the insurance coverage Lakeshore requested. *Id.* at ¶11.

W.A. George moved to dismiss pursuant to 735 ILCS 5/13-214.4. "Relying primarily on *Hoover v. Country Mutual Insurance Company*, [it argued] that the statute of limitations commenced when W.A. George procured the policy for Lakeside in March or April 2009, and the filing of the August 2012 third-party complaint was beyond the two year statute of limitations." *Scottsdale* at ¶12. The trial court granted the motion to dismiss, on the grounds that Lakeside was given a copy of the policy in 2009 and was

thus put on notice of the deficiencies. *Id.* at ¶14. The Appellate Court disagreed and followed the law as established by *Broadnax v. Morrow*, 326 Ill.App.3d 1074 (4th Dist. 2002), and its progeny to apply to discovery rule and extend the statute of limitations. *Scottsdale* at ¶27, ¶39.

According to the First District in *Scottsdale*, "[o]ur courts have repeatedly applied the discovery rule to causes of action, such as this one, brought against an insurance broker or agent, which would otherwise been barred by the two year statute of limitations in section 13-214.4 of the Code of Civil Procedure." *Scottsdale* at ¶27. The Court went on to say that the "point of accrual of the cause of action [against an insurance agent] was specifically decided in *Broadnax"* as the point at which coverage was denied. *Id.* at ¶29. The point of accrual was clarified further in *State Farm Fire & Casualty, Co., v. John J. Rickhoff Sheet Metal Co.,* in which it was held that a "cause of action against an insurance broker accrues at 'the moment when the coverage is denied' and is extended by the discovery rule 'until the plaintiff learns of the denial of coverage, if the plaintiff was not immediately aware of it.'" *Scottsdale* at ¶31, *quoting State Farm Fire & Casualty, Co., v. John J. Rickhoff Sheet Metal Co.,* 394 Ill.App.3d 548, 566 (1st Dist. 2009).

It should be noted that the *Scottsdale* Court, specifically rejected the argument brought by both Varga and American Family that the Krops should have read their policy and found the deficiency prior to the denial of coverage. *Id.* at ¶32-¶37. In *Scottsdale,* W.A. George argued that "if Lakeside had read its policy, as it was obligated to do, it would have discovered W.A. George's breach and sought a resolution before Angel was killed and before the claim was denied." *Id.* at ¶32. In making this argument, W.A.

George relied on *Hoover*, 2012 IL App (1st) 110939, as Varga and American Family do in the instant action, but *Hoover* was found to be easily distinguishable.

In *Hoover*, suit arose regarding a homeowner's insurance policy. Specifically, in 2007, the Hoovers went to their insurance agent to obtain a policy that increased their limits and would cover the replacement cost of their home and its contents. *Id.* at ¶4. The policy they received contained increased liability limits and reimbursement for the actual cash value of damaged property. *Id.* at ¶7-12. In January 2008, an explosion destroyed the Hoovers' home. *Id.* at ¶13. In February 2008, County Mutual reimbursed the Hoovers only for the actual cash value of their property, and in August 2008, refused to make any additional payments on the claim. *Id.* at ¶14-17. In March 2010, the Hoovers filed suit against Country Mutual and their agent for failure to procure the full replacement coverage that had been requested. *Id.* at ¶18. The trial court dismissed the action as untimely and the Appellate Court agreed. In so holding that Court declined to apply the discovery rule to extend the statute of limitation because the Hoovers possessed information during the initial two year limitations period such that they knew or should have known their policy was inadequate. *Id.* at ¶63. This decision is clearly distinguishable from the case at hand. Additionally, in the instant matter, the appellate court expressly declined to follow *Hoover*. (Appellate Opinion at ¶ 29).

First and foremost, in *Hoover* the initial injury and the denial of coverage occurred in January and February of 2008, prior to the expiration of the initial limitations period. Despite that fact, the Hoovers waited an additional twenty-five (25) months from the denial to file suit. In the Krops' case, the underlying suit was not filed until May 2014 and American Family's denial of coverage was not until August 2014 (R.C11-C22)

(R.C532). Both of these events occurred outside of the original limitations period. To not apply the discovery rule to the Krops' situation would lead to an unjust result. It would allow American Family and its agent, Varga, to escape liability for their actions simply because the event that triggered the Krops' request for coverage occurred more than two years after the policy was issued. It is this type of result that the discovery rule was designed to prevent. To hold that the Krops were required to file suit against American Family and Varga before March 21, 2014 would essentially mean that they were required to file a prophylactic suit for nominal damages. Until American Family denied coverage in August 2014, the Krops had no way of knowing that their American Family policy did not provide the coverage they requested.

A suit for failure to procure the requested insurance coverage sounds in negligence. 735 ILCS 5/2-2201. A viable action for negligence must include "(1) a duty owed to the plaintiff, (2) a breach of that duty, i.e., a negligent act or omission, which (3) proximately causes (4) a resulting compensable injury." *Rios v. Sifuentes*, 38 Ill.App.3d 128, 130, (1st Dist. 1976) (*emphasis added).* Prior to the filing of the underlying complaint, the Krops had sustained no compensable injury and had no judicial remedy. To sustain an action for negligence, "actual damages must be alleged [and a] threat of future harm, not yet realized, is not actionable." *Boyd v. Travelers Ins. Co.,* 166 Ill.2d 188, 197 (1995), *citing Jeffrey v. Chicago Transit Authority* 37 Ill.App.2d 327, 335, (1st Dist. 1962). Therefore, the trial court's February 4, 2016 order placed the Krops' in a no win situation—any suit filed before the underlying complaint existed and coverage was denied was premature and any suit filed after it was too late.

Additionally, in *Hoover,* the Court's decision was also based upon the fact that it was obvious to the layperson homeowners that the policy they received did not provide full replacement value for their property. *Hoover* at ¶61. For the Policy at issue in this case, coverage, or lack thereof, is not clearly obvious and apparent. An excellent demonstration of the lack of clarity of the Policy is the six (6) page denial of coverage letter American Family sent to the Krops attempting to explain its own Policy – using terms such as compensatory damages, injunctive relief and exemplary damages. The underlying suit includes counts against the Krops for defamation per se, defamation per quod, and infliction of emotional distress. It is unthinkable to expect that the Krops knew or should have known that the American Family policy did not cover events such as those plead in the underlying loss.

The Krops' situation is akin to what was faced by Lakeside in *Scottsdale* and is readily distinguishable from the circumstances of *Hoover.* Like Lakeside, the Krops' provided their Traveler's policy to Varga and asked him to procure commensurate coverage from American Family (R.C415). They did not request one change to an existing policy already in force, but requested a new policy to encompass the multiple claims that they, as homeowners, could encounter. The underlying suit includes counts against the Krops for defamation per se, defamation per quod, and infliction of emotional distress (R.C11-C23). It is unthinkable to expect that the Krops knew or should have known that the American Family policy did not cover events such as those plead in the underlying loss, let alone whether they, two years later, would be sued in such an action. Instead, they relied upon the advice of their agent, Varga, who assured them that the American Family Policy they received provided the coverage that had been requested.

Varga, acting at the behest of his principal, American Family, failed the Krops by providing a deficient policy that was not what was requested. The Krops had no reasonable way of discovering the error until American Family's August 2014 denial of coverage, but once they learned of the denial, they filed their counterclaim and third-party action in September 2015 (R.C414-C421). The discovery rule applies to the Krops' counterclaim and third party claim, making them timely filed less than two years after their cause of action accrued. The decision of the trial court must be reversed and the decision of the appellate court should be upheld.

III. The appellate court's application of the rationale of *Perelman* is correct, as an insurance agent has an actionable duty to procure the coverage requested.

Varga and American Family have raised an issue with the appellate court's analysis of fiduciary duties. Varga and American Family argue that the appellate court is attempting to impose a fiduciary duty upon insurance agents and producers that was specifically abrogated by the enactment of Section 2-2201. That is a misstatement of the appellate court's rationale. The Appellate Court was not trying to circumvent 735 ILCS 5/2-2201, but was simply trying to express that an insurance agent, whether he be independent or a captive agent, has a duty not to make misrepresentations regarding the contents of the policy, especially when such misrepresentations are relied upon by the policy holder to their detriment. Moreover, in cases where such misrepresentations are made, the rationale for applying the discovery rule is even stronger.

As the appellate court noted in its opinion, there is a distinction between an action brought by an insured against the insurer, who issues the policy, and one brought by an insured against the agent, who procures the policy (Appellate Opinion at ¶ 34). While it is

true that an insured has a duty to read his policy, the nature of the relationship between that insured and his agent determines whether the failure to read and understand the policy is an absolute bar to recovery. It is this relationship that defines the parties' respective duties and, "thus, also defines the point in time when the cause of action accrues." Appellate Opinion at ¶ 35, *citing Perelman v. Fisher*, 298 Ill. App. 3d 1007, 1008 (1st Dist. 1998), In *Perelman*, the plaintiff asked an insurance broker to procure a disability insurance policy that would increase the amount of disability payments commensurate with increases in inflation. *Perelman at* 1008. The policy that was issued and accepted lacked the requested provisions. *Id.* Subsequently, the plaintiff suffered a heart attack and sought coverage under the policy. The coverage was provided, but it did not include any future increases. *Id.* at 1009. The plaintiff sued his broker for breach of contract and negligent misrepresentation. The defendant filed a motion to dismiss pursuant to 735 ILCS 5/2-619, arguing that the suit was barred by the statute of limitations, because plaintiff knew or should have known that the policy did not contain the requested provision when the policy was received in January of 1989. *Perelman* at 1009. The trial court dismissed the complaint as time barred, but the appellate court reversed. According to the appellate court, "Illinois law places a burden on an insurance broker to exercise competence and skill when he or she renders the service of procuring insurance coverage." *Perelman* at 1011. Because there was a question of fact regarding whether that duty had been violated, the insured's failure to read his policy was not an absolute bar to recovery. *Id.*

It is important to note that *Perelman* was decided prior to the effect of Section 2-2201, and at the time the duty to procure the coverage requested was a fiduciary one.

Once Section 2-2201 was enacted, the fiduciary responsibilities of insurance producers and agents were limited to circumstances involving misappropriation of money, the duty imposed on an insurance agent to procure the coverage requested remains. 215 ILC 5/2-2201(a) and (b). The duty of an insurance agent to procure the coverage requested was also explored in *Golf v. Henderson*, 376 Ill. App. 3d 271, 278 (1st Dist. 2007). In *Golf,* the appellate court again found that an insured's failure to read the contents of his policy was not fatal in light of allegations that the insurance agent failed to procure the coverage requested. ("[T]he suit depends on proof that the agent or broker failed to fulfill its obligations to the insured, and therefore the plaintiff's failure to know the contents of the policy is not a bar to the cause of action." *Id.*). The rationales of *Perelman* and *Golf* are the same. Although no longer a true "fiduciary" duty, the underlying duty of the agent nonetheless remains the same. Similarly, in the instant matter, the Krops relied on Varga's affirmative representation that their new policy would provide the coverage they requested. Because Varga, both individually and as an agent of American Family, violated his duty, the Krops's failure to read the policy is not fatal and the appellate court correctly held that the discovery rule applied to toll the statute of limitations. That decision must be upheld.

Even more importantly, the duty to procure the coverage requested was explored in the context of Section 2-2201 in *Skaperdas v. Country Cas. Ins. Co.*, 2015 IL 117021. In *Skaperdas,* the appellate court held as follows:

> We believe section 2–2201(a) imposes a duty similar to the one previously recognized by our appellate court in *Talbot* and *Bovan.* Section 2–2201(a) requires an insurance producer to "exercise ordinary care and skill in renewing, procuring, binding, or placing the coverage

> *requested by the insured or proposed insured.*" (Emphasis added.) 735 ILCS 5/2–2201(a). Under section 2–2201(a), a duty to exercise ordinary care arises only after coverage is "requested by the insured or proposed insured." At that point, section 2–2201 requires insurance producers to exercise ordinary care and skill in responding to the request, "either by providing the desirable coverage or by notifying the applicant of the rejection of the risk." *Id. citing Talbot v. Country Life Insurance Company,* 8 Ill.App.3d 1062, 1065 (3rd Dist. 1973).

Id. at ¶37. The court further stated that the duty imposed by Section 2-2201(a) "is not based on a fiduciary relationship between an insurance producer and the insured." *Id*. at ¶ 25. Instead, it may be applied to any insurance salesperson, regardless of whether a fiduciary or agency relationship exists. *Id.* The court ultimately explicitly held that the duty imposed under Section 2-2201(a) applied to both independent and captive insurance agents, such as Varga. *Id.*

Therefore, *Skaperdas* makes clear that while Section 2-2201(a) may have altered the nature of the fiduciary relationship insurance agents have with their insureds, it did not remove the burden placed on them to procure the coverage requested by their customers and to refrain from affirmatively misrepresenting the coverage ultimately given. The Appellate Court was correct in noting this special relationship between agent and customer and the effect it has on the statute of limitations and the application of the discovery rule. As it stated, "it is the relationship between the parties that defines their respective duties and, thus, also defines the point in time when the cause of action accrues…" (Appellate opinion, ¶ 35). The Krops' cause of action against Varga, individually and as agent of American Family, and American Family accrued when their coverage was denied, and therefore, their suit was timely filed. The decision of the

appellate court must be affirmed, the decision of the trial judge must be reversed, and this case must be remanded back to the trial judge for further proceedings.

CONCLUSION

For the reasons stated herein, Third-party Plaintiffs-Appellees, Walter Krop, Lisa Krop and T.K., a minor, respectfully request that this Court find that the Krops counterclaim and third-party complaint were not time barred and affirm the decision of the appellate court.

Respectfully submitted,

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CERTIFICATE

I certify that this brief conforms to the requirements of Supreme Court Rule 341(a) and 341(b). The length of this brief, excluding the pages and words contained in the 341(d) cover, the Rule 341(h)(1) 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 fifteen (15) pages.

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Kristin L. Matej, Attorney for Appellees

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IN THE SUPREME COURT OF ILLINOIS

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NOTICE OF FILING

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PLEASE TAKE NOTICE that on March 14, 2018, we electronically filed with the Supreme Court of Illinois, Brief of Third Party Plaintiffs-Appellees, Walter Krop, Lisa Krop and T.K., a minor.

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PROOF OF SERVICE BY MAIL

I, Maryellen Danaher, a non attorney, served this notice by emailing a copy to the attorney(s) listed above at each respective email address by 5:00 p.m. on 3/14/2018, with proper postage prepaid.

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