Case No. 4-25-0692

IN THE APPELLATE COURT OF ILLINOIS
FOR THE FOURTH DISTRICT

BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY,	)	
Petitioner,	)	Petition for Review of the "Order of Certification" of the Illinois Educational Labor Relations Board
v.	)	
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD and LAB SCHOOL EDUCATION ASSOCIATION, IEA-NEA,	)	Agency Case No. 2024-RC-0013-C
Respondents.	)	

PETITIONER ILLINOIS STATE UNIVERSITY'S REPLY BRIEF

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ORAL ARGUMENT REQUESTED

CERTIFICATION 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 Rules 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 17 pages.

By: /s/ James J. Powers
James J. Powers

ARGUMENT

I. THERE IS NO DISPUTE THAT THE UNIVERSITY IS "AN" EMPLOYER OF THE 22 HILIA EMPLOYEES

The Illinois Educational Labor Relations Board ("IELRB" or "Board") and Lab School Education Association, IEA-NEA ("Union") devoted a large portion of their response briefs (Bd. Brief at 18-22; U. Brief at 27-36)[1] to summarizing facts that establish the employment relationship between Illinois State University ("University") and the 22 employees of the Heart of Illinois Low Incidence Association ("HILIA"). In doing, the Respondents stress that the University controls a variety of terms and conditions of the HILIA employees' employment (including for example discipline and hours of work) over which HILIA allegedly has no control.

To be clear, the University has never denied that it is indeed "an employer" of the 22 HILIA employees. As a result, the lengthy recitation of facts regarding the University's role in setting educational programs and employment policies for the 22 HILIA employees only proves the obvious, *i.e.*, the University is "an" employer of the 22 HILIA employees.

However, the real question is whether <u>another entity</u> also shares employer responsibilities for the 22 HILIA employees. As will be explained below, the answer is "yes" – HILIA is that second employing entity based on its exclusive authority for (1) approving or rejecting the filling of job vacancies for the 22 HILIA employees; (2)

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[1] The IELRB and Lab School Education Association's response briefs will be cited, respectively as follows: "(Bd. Brief at ___)," and "(U. Brief at ___)." The University's opening brief and HILIA's *amicus* brief will be cited, respectively as "(Univ. Brief at ___)" and "(HILIA Brief at ___)." Citations to the common law record, hearing transcript and exhibits will be referenced, respectively, as "(C____);" "(R___);" and "(E___)."

physically relocating the 22 HILIA employees from one geographic worksite to another; and (3) approving any deviation from the budgeted salaries of the 22 HILIA employees.

II. HILIA HAS MORE THAN MERE BUDGET AUTHORITY OVER THE TERMS AND CONDITIONS OF HILIA EMPLOYEES

The Board erroneously claims that the University has insisted that HILIA's funding authority "renders all other factors irrelevant" (Bd. Brief at 24). The University never made that statement. In fact, the University quoted the same Illinois Supreme Court "joint employer" factors (Univ. Brief at 9) that the Respondents cited in their respective briefs. These include the "putative joint employer's role in hiring and firing; promotions and demotions; setting wages, work hours, and other terms and conditions of employment; discipline; and actual day-to-day supervision and direct of employees on the job." *Vill. of Winfield v. Ill. State Labor Relations Bd.*, 176 Ill. 2d 54, 60 (1989).

Based on those factors, the University has relied on record evidence besides HILIA's budgetary authority as proof that HILIA is "another" employer of the 22 HILIA employees. For example, the University cited record evidence that:

- HILIA is the exclusive entity that decides where to geographically assign its 22 employees (Univ. Brief at 6). As HILIA Director Lisa Kendall testified, "HILIA would do all the assignments. We [the University] don't do any of the assignments" (R045). In turn, HILIA employees would have to formally apply for a University job vacancy if they ever wanted to exclusively teach University students (R053, R095, R117-118).
- The IELRB Administrative Law Judge ("ALJ") expressly found that the

HILIA Board is the entity that authorizes the creation of HILIA positions and the hiring of staff in the first instance (Univ. Brief at 16; C080-C081) ("the HILIA board authorizes Kendall to create positions and post notices for candidates").

- The HILIA Board must "sign off" on any new HILIA employees that Director Kendall hires (Univ. Brief at 16), because "they do approve whether or not I am able to post positions or not post positions based upon the needs of the students that we're serving, either in the Lab School center-based or district services" (R329).

The Union nor the IELRB gloss over these facts while highlighting other areas that HILIA does <u>not</u> control. However, the above control factors significantly impact the University's ability to meaningfully bargain with the Union about those areas that fall within HILIA's exclusive jurisdiction.

Consider, for example, Director Kendall's testimony that she cannot fill a HILIA vacancy unless or until HILIA "signs off" on the decision (R329). At face value, this means HILIA can (through attrition) <u>erode</u> all 22 HILIA bargaining unit employees as they gradually separate from service over time. There is nothing the University can do about this reduction in the HILIA "headcount" unless or until HILIA changes its mind about hiring new HILIA employees. By extension, the University would be placed in a rather precarious position if confronted with a Union bargaining demand to "stop the HILIA erosion."

Similarly, consider Director Kendall's testimony that the University has no say <u>where</u> HILIA employees are assigned (R044-R045). That naturally means HILIA can unilaterally decide to reassign the 11 HILIA employees who physically work inside the Lab Schools to remote locations "in the field" at member school districts in Livingston, McLean, DeWitt and Logan counties (R075, R078; E154). Or, HILIA can decide that its students can be served better by transferring the seven HILIA employees who work "in the "field" to the Lab Schools (E154). Or, HILIA could decide to adjust the work locations of the five employees who "split" their time between the Lab Schools and remote school districts (E154). HILIA confirmed this authority in its *amicus* brief (HILIA Brief at 3), which logically may affect the HILIA employees' work schedule.

The Court can take judicial notice that such relocations can result in hundreds of additional commuting miles for the HILIA employees depending on where in Livington, DeWitt and Logan counties the HILIA Board decides to place them. *See generally Dawdy v. Union Pacific R.R. Co.*, 207 Ill. 2d 167, 177-78 (2003) (court took judicial notice of "mileage distances"). By contrast, Director Kendall testified that the University does not have the same ability to unilaterally transfer HILIA staff to a Lab School position (R045-R046).

It is hard to fathom a more significant impact on an employee's terms and conditions of employment than the physical location of their worksite. In turn, the University would again be placed in a precarious position if the Union demands to bargain over the decision and effects of HILIA's work reassignment decisions. In essence, the University would be forced to risk a bad faith bargaining charge by responding that it needs to "check with HILIA" every time the Union demands to bargain over the relocation of a HILIA employee.

Significantly, neither Respondent cited any judicial authority for the proposition that the power to erode a bargaining unit or transplant entire groups of employees from one worksite to another does not qualify an entity as a "joint employer." For this reason alone, the IELRB clearly erred in concluding that HILIA is not a joint employer of the 22 HILIA employees that also work for the University. By extension, it is critical that HILIA join the University at the bargaining table due to its control over critical aspects of the HILIA employees' employment.

III. THE RESPONDENTS MISCONSTRUE HILIA'S BUDGETARY AUTHORITY BY FAILING TO ACKNOWLEDGE THE UNIVERSITY'S INABILITY TO UNILATERALLY MODIFY EMPLOYEE SALARIES WITHOUT HILIA'S APPROVAL

Unlike their lack of discussion about HILIA's above-described hiring and worksite assignment authority, the Board and Union devoted the bulk of their briefs to addressing the alleged irrelevance of HILIA's budget authority. As the University explained in its opening brief, the record evidence establishes that the University cannot unilaterally modify HILIA employee salaries that conflict with the HILIA budget without first securing HILIA's approval (Univ. Brief at 11; R115-R116).

In response, the Board claims that the HILIA budget is nothing more than a reimbursement vehicle that dictates "only the amount that HILIA would reimburse the University for those salaries" (Bd. Brief at 25). In turn, the Union claims that "as a practical matter the HILIA Board . . . has no power to bar the Employer from paying their HILIA program employees what they wish to pay them, or what they may agree to pay them in a future collective bargaining agreement, because the Employer, not the HILIA Board, is the entity that actually has a payroll department and issues the employees their checks" (U. Brief at 16). These claims are <u>not</u> supported by Director

Kendall's testimony that the University <u>cannot</u> modify budgeted salaries without the consent of the HILIA Board.

Take the following example. Suppose HILIA has approved a budget that provides for certain salaries for each of the 22 HILIA employees. Then assume that in the middle of the budget year, the University begins bargaining with the Union for mid-year wage increases (perhaps due to a contract wage reopener). Obviously, those negotiated wages might turn out to be less or more than HILIA's budgeted salaries. According to the Union and Board, that poses no problem, because the University supposedly has the power to unilaterally pay the HILIA employees more or less than what is found in the budget (Bd. Brief at 25; U. Brief at 16). The Board argues that is so, because the HILIA budget is simply a reimbursement vehicle (Bd. Brief at 25), while the Union argues that the University "has a payroll department and issues the employees their checks" (U. Brief at 16).

These pronouncements conflict with Director Kendall's hearing testimony, which is quoted below:

> Q. . . . let's suppose they get funding from the State or from the Illinois State Board of Education and they felt that HILIA staff weren't being paid enough and they wanted to supplement their already . . . budgeted for income by paying them more.
>
> Any reason to your knowledge why they can't do that?
>
> A. I mean, it doesn't happen as far as just looking at HILIA faculty.
>
> Q. But my question is is there anything that prohibits them from doing it?
>
> A. <u>Well, the HILIA Board. I mean, that is information that would go to the HILIA Board to approve if there's a</u>

> change.
>
> Q. . . . Okay, so your testimony is that the Lab Schools are prohibited from paying HILIA staff more than what HILIA, . . . permits? Is that your testimony?
>
> A. I mean, my testimony is that the HILIA Board has to approve the budget. And so, if there's a change in that for whatever reason, that would have to go to the HILIA Board for approval.

(R115-R116) (emphasis added). In light of this testimony, there is simply no way for the University to make mid-year adjustments to the budgeted salaries for HILIA employees without first securing the permission of the HILIA Board. Obviously, if the HILIA Board says "no," the University cannot raise or decrease the HILIA salaries.

Which begs the question – how in the world is the University supposed to bargain wages during the middle of a HILIA budget cycle without HILIA having a seat at the bargaining table? The simple answer is that the University can't, at least not without risking a bad faith bargaining charge. Instead, the University would constantly have to tell the Union in response to its wage proposals "we'll have to get back to you, because we first need to secure HILIA's permission." Needless to say, that is not how good faith bargaining is supposed to work, where parties are commonly found guilty of bad faith bargaining by sending representatives to the table who lack the authority to enter into agreements due to the constant need to "check with someone" away from the table. *See, e.g., Tri-State Fire Protection Dist.*, 31 PERI ¶ 78 (IL LRB-SP 2014) (union bargained in bad faith due, in part, to the union team's inability to agree to any proposals without their absent attorney first reviewing them).

Take yet another example of HILIA's budgetary power. Assume for the moment that the HILIA Board approves its annual budget. Further assume that the budget dramatically <u>decreases</u> the salaries of its 22 HILIA employees. As explained above, once that budget is created, the University has no power to unilaterally "make up the difference" between the newly decreased salaries and the prior year's salaries, at least not without first securing HILIA's approval (R115-R116).

In its response brief, the Union misstates Director Kendall's testimony by claiming the University "implements raises based on salary studies *before* Ms. Kendall submits a new proposed budget (that includes those increases) to the HILIA Board" (U. Brief at 16) (emphasis added). However, the transcript testimony cited in support of this proposition says no such thing. For the Court's convenience, Director Kendall's testimony from transcript pages R098 to R099 is quoted below:

> A. So, I prepare the budget annually and bring it to the HILIA Board. And then the HILIA Board determines the rates for service. So, they determine what the center-based tuition will be for that school year and they determine what the cost will be for the district's . . .services in district.
>
> Q. Do you make a recommendation to the Board?
>
> A. I actually do not make a recommendation to the Board.
>
> Q. Okay, so the Board determines this on its own?
>
> A. Yes . . . the ROE is also part of that conversation, and as a fiscal agent they will make a recommendation to the Board.
>
> Q. Okay, what do you include in the budget that you provide to the HILIA Board?
>
> A. The budget includes the cost of programming for the center-based piece of HILIA which is at the Lab Schools and the budget includes the program needs for the services that are in the districts. So, the budget then will be comprised of two separate programs which then allows for different fees to be associated with each of those within the budget, whether it be for the Lab School center-based or whether or it [*sic*] be for the district.

> You'll have salaries. You'll have professional development. You'll have instructional materials, equipment, mileage, anything that might be in a typical budget.
>
> Q. Okay, how do you account for salary increases within the budget?
>
> A. We will account for salary increases in the budget by adding them to the budget and then explaining to the Board that <u>there may be</u> increases that occur throughout the course of the year. It is . . .typical that if there <u>is going to be</u> . . . a raise across the University that that occurs in January. So, we will add that increase into salaries for whatever that current fiscal year is and just let the Board know then if this <u>were to be</u> something that was provided by the University or wasn't.
>
> Q. Would there be occasion when wage increases were provided that was [*sic*] not part of the across the Board University wage increase?
>
> A. There have been different . . . salary studies for Lab School faculty. So, that may be the case, and if that is the case, then our HILIA teachers are factored into that, as well.
>
> Q. So, if it was determined that there was a need to become . . . more marketable with your wages, you would put that in the budget and the Board would have to approve it?
>
> A. Correct.

(R098-R099) (emphasis added).

Nowhere in this quote does Director Kendall say that the University implements salaries for HILIA employees <u>before</u> the budget is approved. Instead, Director Kendall repeatedly uses the <u>future tense</u> in describing what she includes in the budget for the HILIA Board's consideration. In other words, Director Kendall simply lists <u>anticipated</u> or <u>scheduled</u> University wage increases that may occur during the upcoming fiscal year. In the end, however, the HILIA Board still must approve whatever Director Kendall includes in the draft budget document. If the HILIA Board by chance does not like the salaries that are proposed in the budget that Director Kendall prepares, HILIA can simply say "no." That in turn means that whatever wages the University was planning for the 22 HILIA employees will never materialize (at least not until HILIA approves them).

The Union's brief also misstates the testimony of High School Principal Andrea Market (U. Brief at 16). A close reading of the question posed to Principal Market and her resulting testimony demonstrates that she was broadly referring to the salary funding for both non-HILIA and HILIA employees (R194). In that context, it appears Principal Market was referencing the funding of University non-HILIA salaries by virtue of her subsequent reference to funds coming from the "General State Aid and Illinois Board of Higher Education" (R194). Shortly thereafter, Principal Market confirmed that "if HILIA wasn't there to reimburse" HILIA employee salaries, "it wouldn't be paid" (R195). That statement further confirms the University's position about HILIA's effective control over its employee salaries.

In light of this record evidence, the Board clearly erred when it discounted the case law cited in the University's opening brief. Contrary to the Board's pronouncements in its response brief, *Cnty. of Will v. Ill. State Labor Relations Bd.*, 219 Ill. App. 3d 183 (3d Dist. 1991), is on point. Just like the employer in *Will Cnty.*, the University cannot deviate from the HILIA Board's budgeted salaries without first securing HILIA's permission. And, just like the employer in *Will Cnty.*, HILIA exercises supervisory authority in areas besides the budget, including for example work reassignments and control over whether HILIA job vacancies will be filled.

Similarly, *Cnty. of Will v. Ill. State Labor Relations Bd.*, 220 Ill. App. 3d 62 (2d Dist. 1991), supports a finding that HILIA is an employer of the 22 HILIA employees. Just as the employer in *Cnty. of Will* had "exclusive control over funding," *see id.* at 66, the HILIA Board effectively has the same exclusive authority here. Again, according to Director Kendall's testimony, the University cannot pay HILIA employees more or less than what is contained in the HILIA budget without first securing HILIA's permission (R115-R116). As a result, the HILIA Board effectively maintains "veto" authority over the University's ability to establish salaries for the 22 HILIA employees.

In light of the fact that the HILIA budget essentially dictates the salaries of the 22 HILIA employees, the IELRB clearly erred in concluding that HILIA is not a joint employer of the 22 HILIA employees who work for the University.

IV. THE UNIVERSITY RAISED IN THE PROCEEDING BELOW THE INAPPROPRIATENESS OF MIXING SOLELY EMPLOYED AND JOINTLY EMPLOYED EMPLOYEES IN THE SAME BARGAINING UNIT

The University argued in its opening brief that if the Court concludes that HILIA and the University are the joint employers of the 22 HILIA employees, the certified unit must be rejected because it improperly combines jointly employed and solely employed employees without the consent of both employers (Univ. Brief at 17-19). In response, the Board argues that the University forfeited this argument by failing to raise it during the agency proceeding below (Bd. Brief at 28).

The Board is wrong. The University first raised the impropriety of combining solely employed and jointly employed employees in the post-hearing brief that was submitted to the ALJ:

> Because the HILIA Governing Board cannot be considered an employer of all the petitioned for positions, it would be improper to create a bargaining unit where both joint employers are not employers of all positions in the bargaining over which they are exerting control. Consequently, HILIA employees must be represented in a separate bargaining unit over which both joint employers can exert control.

(SUP C087). The University even cited *Sterling Community Unit Dist. No. 5*, 2 PERI ¶ 1051 (IL ELRB 1986) in its post-hearing brief, which stands for the proposition that a mixed unit of solely-employed and jointly-employed employees cannot be formed "absent the affirmative consent of all of the parties" (SUP 086).

The University raised the same argument in its Exceptions that were submitted to the full IELRB:

> Although the HILIA governing board and the Laboratory Schools constitute joint employers of HILIA staff, the HILIA governing board is not also a joint employer of non-HILIA laboratory School employees. The HILIA board has no significant control over, or responsibility for funding the salaries of, non-HILIA Laboratory School employees thereby permitting its inclusion as an employer of a single combined bargaining unit of employees. Because the HILIA governing board is not an employer of all the petitioned for positions, it would be improper to create a bargaining unit where both joint employers are not employers of all positions in the bargaining unit.

(C046). As a result, the University did not forfeit its argument that a combined unit of solely employed and jointly employed employees is inappropriate.

Significantly, neither the Union nor the IELRB challenge the correctness of the Board's case law that precludes mixed units of solely employed and jointly employed employees without the consent of each employer. *See Thompsonville Community High Sch. Dist. No. 112*, 4 PERI ¶ 1029 (IL ELRB 1988) (absent consent of both employers, mixed unit of jointly-employed employees and solely-employed employees was inappropriate); *Sterling Community Unit Dist. No. 5*, 2 PERI ¶ 1051 (IL ELRB 1986) (mixed unit of solely-employed and jointly-employed employees cannot be formed "absent the affirmative consent of all of the parties").

In light of this unchallenged case law, the Court should conclude that the IELRB erred by combining a bargaining unit composed of 22 employees jointly employed by HILIA and the University (on the one hand) and 101 employees solely employed by the University (on the other hand).

V. THE UNIVERSITY ARGUED BELOW THAT HILIA HAS OVERSIGHT OVER ITS EMPLOYEES VIA DIRECTOR KENDALL

The University argued in its opening brief that Kendall's hiring, disciplinary and evaluation authority over the 22 HILIA employees is also attributable to HILIA based on Kendall's status as an "agent" of HILIA (Univ. Brief at 14-17). In response, the Union argues that the University conceded in the proceeding below that HILIA does not control the hiring, discipline, evaluation and work assignment decisions regarding HILIA employees (U. Brief at 24).

The Union is wrong. The University argued in both its post-hearing brief and exceptions that HILIA had ultimate authority over the hiring of HILIA employees, which involves approval over the filling of vacancies (SUP C086, C035). While the University also argued that the IELRB placed undue reliance on the day-to-day direction, supervision, hiring, and discipline of HILIA employees (C035), the University never claimed that the University <u>exclusively</u> performs those tasks without HILIA's involvement.

Alternatively, the Union and the Board claim the University forfeited its argument that HILIA is responsible for the daily direction of its HILIA employees through Director Kendall by virtue of her status as HILIA's agent (U. Brief at 26; Bd. Brief at 27). Granted, the University did not expressly speak in terms of Kendall's "agency" status. Nevertheless, the University excepted to the ALJ's failure to acknowledge the HILIA Board's control over the entire special education program (C036). In turn, the University stressed in the proceedings below that Kendall is HILIA's Director (SUP C074), who herself supervises HILIA employees (SUP C077). The University's arguments were therefore broad enough to encompass the position that HILIA oversees its 22 employees through Director Kendall.

Even if they were not broad enough, the fact remains that the following three factors, by themselves, qualify HILIA as a joint employer of the 22 HILIA employees:

- HILIA's role for approving or rejecting employee salary modifications that deviate from the approved HILIA budget;
- HILIA's exclusive role for assigning HILIA employees to different worksites (which by extension can affect their work schedules and hours of employment); and
- HILIA's exclusive authority for approving or rejecting the filling of HILIA vacancies, which ultimately may result in the expansion or erosion of the HILIA portion of the bargaining unit.

The Respondents have failed to adequately explain why these three factors, by themselves, fail to satisfy the Illinois Supreme Court's test for joint employer status. As a result, the IELRB clearly erred when it concluded that HILIA is not the joint employer of the 22 HILIA employees.

VI. THE IELRB's DECISION ESSENTIALLY IGNORES HILIA'S LEGAL ROLE FOR ADMINISTERING ITS MEMBERS' SPECIAL EDUCATION PROGRAM

Putting aside all of the record evidence and legal arguments described above, the IELRB's decision calls into question the inherent role of HILIA under Section 10-22.31a of the Illinois School Code, which permits school boards to enter into joint agreements to "establish any type of educational program which any district may establish individually, to provide the needed educational facilities and to employ a director and other professional workers for such program." 105 ILCS 5/10-22.31a.

While the Board and its ALJ acknowledged HILIA's purpose of providing special education services to students with hearing and vision disabilities (C072, C080), their decision essentially reduces HILIA to nothing more than a vehicle for reimbursing the University for whatever salaries the University decides to pay the HILIA staff. Put another way, the IELRB's decision essentially renders HILIA as nothing more than a "blank check" for the University's spending habits.

Which begs the question – if the Illinois General Assembly truly intended that intergovernmental entities like HILIA would serve as nothing more than a reimbursement vehicle, why did the General Assembly create such entities in the first place? Instead, the State could have simplified matters by directly funding the University without bothering with the creation of an intermediary like HILIA.

The answer, of course, is that the Illinois School Code clearly envisions that intergovernmental entities like HILIA exercise much more oversight and control over their educational programs than the IELRB's decision envisions. Granted, HILIA can choose to delegate some day-to-day operational responsibilities to other entities like the University. In the end, however, HILIA retains the inherent statutory authority to determine the personnel and costs for its special education program. By extension, the University cannot unilaterally increase or decrease the number of HILIA employees without securing HILIA's permission, nor can the University unilaterally increase or decrease HILIA employee salaries without securing HILIA's permission. Similarly, the University does not control where HILIA assigns its staff.

The IELRB ignored these realities. By extension, the IELRB's decision will severely hamper the University's ability to competently bargain with the Union over the HILIA employees' terms and conditions of employment. In light of HILIA's statutory role for administering its special education program, it is imperative that HILIA join the University as a "joint employer" during first and successor contract negotiations. Otherwise, the Union will grow increasingly frustrated when its demands to bargain over work assignments, filling vacancies and salaries are met with the University's response "we'll get back to you about that once we've checked with HILIA."

For these reasons, the IELRB clearly erred when it concluded that HILIA is not a joint employer of the 22 HILIA employees. By extension, the IELRB's decision must be reversed.

CONCLUSION

In light of the foregoing record evidence and arguments, the IELRB clearly erred in concluding that HILIA was not a "joint employer" of the 22 HILIA employees that are also employed by the University. By extension, the University respectfully requests that this Court reverse the IELRB's decision and remand the matter so that the IELRB can determine whether the Union has a sufficient showing of interest to allow the certification of two separate bargaining units, one involving HILIA employees and the other involving non-HILIA employees.

Respectfully submitted,

BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY

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CERTIFICATE OF SERVICE

The undersigned certifies that he caused a true and correct copy of the foregoing PETITIONER ILLINOIS STATE UNIVERSITY'S REPLY BRIEF to be served upon the following individuals (at the listed email addresses):

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by electronic mail as well as the court's approved electronic filing service provider (File & Serve Illinois) on this 11th day of June, 2026.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

/s/ James J. Powers
James J. Powers