

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

WILLIE B. DUCKWORTH GRIFFIN &
TYRONE Z. GRIFFIN,

Plaintiffs

-v-

THREE AND ONE CAB COMPANY,
Individually, and as Principal and/or
Employer of YOMI K. OJULARI;
YOMI K. OJULARI; CELTIC CARTAGE,
INC., Individually and as Principal and/or
Employer of JUAN FURDGE; and
JUAN FURDGE,

Defendants

NO: 09-L-9614

In Re: Ullico Casualty Company

MEMORANDUM OPINION AND ORDER ON
MOTION OF DEFENDANTS, THREE AND ONE CAB COMPANY
AND YOMI K. OJULARI, TO STAY PROCEEDINGS

I. Factual Background

A Petition for Receivership and Rehabilitation of Ullico Casualty Company was filed and granted in the Chancery Court of Delaware on March 11, 2013. The order issued by the Delaware Chancery Court enjoins all persons or entities from instituting or further prosecuting all actions, pre-trial conferences, trials, etc., involving any person or entity insured by Ullico Casualty Company, for a period of one hundred eight (180) days.

Judge William D. Maddux entered an order on March 21, 2013, assigning all pending and subsequently filed motions to stay proceedings, in all cases involving parties insured by Ullico, to this Court for hearing, and setting the matter for status on April 2, 2013 at 11:30

AM.

Counsel for Defendants, Three and One Cab Company and Yomi K. Olujari, have filed a motion to stay proceedings in the instant matter, to place this case and all other cases involving Ullico Casualty Company, pending in the Law Division and in the First Municipal Department, on the respective insurance calendars for a period of one hundred eighty (180) days. In the alternative, counsel for the Defendants requested leave to file a brief within forty-five (45) days in support of the motions to stay proceedings, in order to coordinate with the Receiver in Delaware, to ascertain the Receiver's formal position on this issue.

On April 2, 2013, pursuant to the court order of March 21, 2013, and pursuant to notice published in the *Chicago Daily Law Bulletin* and posted in the Law Division and First Municipal Department, this Court held an initial status on the consolidated motions, and established a protocol for the briefing and ruling on the motions. Lead counsel for the Plaintiffs and for Defendants were chosen, and a Master List of Cases has been prepared and has been provided to counsel for all parties on all affected cases and to this Court.

A briefing schedule was entered and the briefs were submitted to this Court for consideration and ruling without oral argument. Subsequent to the briefs being submitted, the attorneys for the Defendants tendered to the Court a copy of an Order of Liquidation and Injunction Order With Bar Date, entered by the Delaware court on May 30, 2013. The Court has considered all the arguments raised in the respective briefs of counsel and has considered all applicable case law.

II. Legal Arguments

A. Defendants' Motion to Stay

In the Defendants' motion, it is argued that all cases involving Ullico insureds should be placed upon the insurance calendars in the respective divisions of Law and First Municipal. The Defendants state that the order of the Delaware Chancery Court enjoins all court proceedings against Ullico and any of its insureds and as such, counsel for the Ullico insureds have no authority to settle cases, take depositions, pay for appearances and jury demands, pay for court reporters or pay for copying of records. Further, the Defendants state that counsels for the insureds in both divisions have balances in the tens of thousands of dollars to litigation vendors as well as substantial unpaid fees and costs and that ongoing defense costs and fees are not being paid.

The Defendants argue that the Uniform Insurers Liquidation Act requires that the injunctive order from Delaware be enforced, and that both Illinois and Delaware have adopted the Act (215 ILCS 5/221.1 et seq.). The defendant sets forth the Uniform Statute's philosophy and purpose and that the Act requires that all cases in Illinois must be stayed pursuant to the injunctive order.

The Defendants state that the stay would not impair or prejudice anyone's rights, that the six- month delay is only a delay, not an adjudication or usurpation of authority over Illinois claimants against any Ullico insured. Rather, it is argued that this delay is necessary to determine how the receiver in Delaware should proceed to fairly deal with all claimants.

The Defendants' state that they do not request the cases be dismissed, only stayed. The Defendants state that under the Illinois Uniform Statute, the order of the Delaware court must be "given full faith and credit" by the Illinois courts.

The Defendants then cite a variety of cases arguing that these cases support the relief requested. These cases are: Clark v. Standard Life and Accident Insurance Co., 68 Ill. App. 3d 977 [1st Dist., 1979]; Sears Roebuck and Co. v. Northumberland General Insurance Co., 617 Fed. Supp. 88 [Northern District Illinois, 1985]; Olivine Corp. v. United Capital Insurance Co., 122 Wash. App. 374 [2004]; Ex Parte United v. Equitable Insurance Co., 595 So. 2d 1373 [Alabama, 1992]; Rose v. The Fidelity Mutual Life Insurance Co., 207 Fed. Supp. 2d 50 [Eastern District New York, 2002]; Frontier Insurance Co. v. American Title Services, 838 So. 2d 1178 [Fla. Ct. App., 2003]; Public Service Truck Renting, Inc. v. Ambassador Insurance Co., 175 A.D. 2d 632 [New York, 1991]; Love v. Frontier Insurance Co., 526 Fed. Supp. 2d 859 [Northern District Illinois, 2007].

The second argument raised is that proceeding to litigate would not benefit anyone, and if the stay was not enforced, it is anticipated that defense counsel would not be compensated for continuing to defend on the cases. There would be no funds available for defense expenses, fees, to settle or to pay judgments after trial and these insureds are entitled to a robust defense, if the cases are going to be fully litigated. Defendants also argue that Plaintiffs should not be forced to incur expenses working up cases where the avenue for recovery is unclear.

Additionally, the Defendants state that in almost every taxi cab case, the only party with liability is the taxi cab driver. The Defendants specifically state the affiliations, medallion owners and vehicle owners have been found to not be in any agency relationship with the taxi cab driver, and have been uniformly granted summary judgment in these cases (Daniels v. Corrigan, 382 Ill. App. 3d 66 [1st Dist., 2008]). Moreover, the Defendants state that certain Cook County judges have recently decided the same motions and have granted them.

This posture, according to the Defendants, leaves the individual taxi drivers as the remaining Defendants, these individuals being unlikely to have resources to defend or pay any resulting judgment.

B. Plaintiff's Response

First and foremost, the Plaintiffs state the Delaware Court had no jurisdiction over any of the parties or the subject matter in the cases in Cook County Law Division and the First Municipal Department. Plaintiffs further argue that there is no establishment that any of the Plaintiffs had sufficient minimum contacts or *any* contacts for that matter with the State of Delaware, while jurisdiction in all of the cases pending in Cook County is satisfactorily established, since the alleged negligence of the Defendants occurred in Cook County, State of Illinois.

It is also argued by Plaintiffs that the insurance company, Ullico, is not a party to any of the consolidated cases pending in Cook County, and the Plaintiffs in the Cook County

cases are not suing Ullico directly, and could not do so, since Illinois is a “direct action” state, which only allows insureds to make direct claims against the companies insuring them.

Further, the Plaintiffs argue that the interests of the parties to the consolidated cases were not represented in Delaware, nor were they relevant in the Delaware rehabilitation proceedings, nor were any of the parties named, served with summons, or were given notice or any opportunity to be heard, prior to the entry of the order of rehabilitation.

The Plaintiffs state that while the Delaware order purports to exercise *personal* jurisdiction over the parties in the consolidated Cook County cases, there was, in fact, no personal jurisdiction, nor did any of the Plaintiffs in the consolidated cases pending in Cook County voluntarily submit to the law of the State of Delaware and cannot therefore be ordered to stop their litigation in another state.

Additionally, the Plaintiffs argue that the *subject matter* jurisdiction of the cases pending in Cook County was never litigated or decided in the Delaware proceedings, and these proceedings were limited to seeking to place Ullico in rehabilitation and/or liquidation, pursuant to a Delaware statute, after having been declared insolvent and in unsound condition. The Plaintiffs state that the Delaware injunction cannot affect the subject matter jurisdiction of an Illinois court, because an injunction operates on an *in personam* basis, with a court having power to restrain individuals within its own jurisdiction from prosecuting a legal action. Consequently, an out-of-state injunction cannot take away the power of an Illinois court to hear cases it is otherwise permitted to hear.

The Plaintiffs also state that the Defendants' reliance upon the Uniform Insurers Liquidation Act is erroneous, since the Act makes no provisions for any court to stay any proceedings nor does it provide the Defendants attorneys with any authority to seek a stay.

The Plaintiffs further argue that Illinois courts have consistently held that a state's recognition of another state's laws or judicial decisions is based upon state policy, rather than constitutional dictate (Nevada v. Hall, 440 U.S. 410 [1979]; Chicago South Shore and Sound Bend R.R. v. Northern Indiana Commuter Transit District, 299 Ill. App. 3d 533 [1st Dist., 1997]; Jones v. Grand Trunk West R.R. Co., 14 Ill. 2d 356 [1958]). While a court has deference to extend sister state's anti-suit injunctions, it does so in comity rather than upon constitutional grounds.

In analyzing the concept of comity, it may only be accorded an act of a foreign court so long as the foreign court is competent jurisdiction, and so long as the laws and the public policy of the forum state are not violated (Safety-Kleen Corp. v. Canadian Universal Insurance Co., 258 Ill. App. 3d 298 [2nd Dist., 1994]). The Plaintiffs argue that there is no compelling reason for extending comity to the Delaware rehabilitation order, because the insurance company is not being liquidated, rather just be placed in rehabilitation, a situation which has changed as of May 30, 2013.

Moreover, the Plaintiffs argue that the Liquidation Act, even if it is remotely applicable, makes no provisions for the court to stay any proceedings, nor does it provide the Defendants' attorneys any authority to seek a stay. Plaintiffs argue that the Illinois

Attorney General has the exclusive authority to seek an order of rehabilitation appointing an Illinois director of insurance as rehabilitator, after which Illinois courts have the jurisdiction to issue injunctions, but this process has no application relating to injunctive orders entered in foreign states.

III. Court's Discussion and Ruling

Under the U.S. Constitution, Article IV, Section 1, a judgment rendered in a state which has the proper jurisdiction over the parties, must be recognized and enforced in a sister jurisdiction. The clause requires each state to give effect to the official acts of other states, and a judgment entered in one state must be respected in another, provided that the first state had jurisdiction over the parties and the subject-matter (Chicago South Shore & South Bend Railroad v. Northern Indiana Commuter Transit District, 299 Ill. App.3d 533 [1st Dist., 1997], citing Nevada v. Hall, 440 U.S. 410, 99 S. Ct. 1182 [1979]). Moreover, a state's recognition of another state's laws or judicial decisions is based on state policy, rather than a constitutional command (Hall, 440 U.S. 410).

There is no question that the Delaware court had *subject matter* jurisdiction over the rehabilitation of Ullico Insurance Company. Likewise, there is no dispute that the Delaware court had *in personam* jurisdiction of the parties to that action: the Delaware Director of Insurance who filed the petition for rehabilitation, and the insurance company, which is a resident of, organized under, and subject to the Delaware Department of Insurance and relevant laws of that state.

However, there can also be no dispute that the Delaware court had no *subject-matter jurisdiction* over any of the various actions pending in the state of Illinois (emphasis supplied). These claims involve lawsuits between Plaintiffs and Defendants, wherein Plaintiffs must establish liability on the part of the Defendants for the damages sustained by the Plaintiffs, under a variety of theories of law, mainly in the area of tort and contract.

Likewise, the Delaware court had no *in personam jurisdiction* over any of the parties to the Cook County lawsuits, nor were there interests represented in the Delaware Court in any way. There is nothing in the Illinois cases which was or could have been decided in Delaware.

The Defendants have not established that any of the Plaintiffs in the Illinois cases were named in the Delaware proceedings, were served with summons, appeared in the proceedings voluntarily, were given notice of the Delaware proceedings and/or were given an opportunity to be heard. Nor have the Defendants established that the Plaintiffs in the Illinois cases had any “minimum contacts” with Delaware under International Shoe Co. v. Washington, 326 U.S. 310, 66 S. Ct. 154 (1945) or under any Delaware long-arm statute. Neither have the Defendants established that the Plaintiffs purposely availed themselves of the privilege of conducting activities in Delaware, that their causes of action in Illinois arose from any activities connected in Delaware and that the exercise of jurisdiction by the Delaware Court over these Plaintiffs was reasonable.

There are numerous cases in Illinois law which stand for the legal proposition that

“full faith and credit” must be extended to a foreign judgment, when the court’s inquiry discloses that *the issue of jurisdiction has been litigated and decided in the foreign court* (Brownlee v. Western Chain Co., 49 Ill. App.3d 247 [1st Dist., 1977]; People ex rel. Dravo Corp., 10 Ill. App.3d 944 [5th Dist., 1973]; Trust v. Recht, 214 Ill. App.3d 827 [1st Dist., 1991]; Sackett v. Staren, 211 Ill. App.3d 977 [1st Dist., 1991]; Pinnacle Arabians, Inc. v. Schmidt, 274 Ill. App.3d 504 [2d Dist., 1995]; Morey Fish Co. v. Rymer Foods, 158 Ill.2d 179 [1994])(emphasis supplied).

Neither the issue of subject matter jurisdiction nor the issue of *in personam* jurisdiction of tort and contract cases pending in other states against Ullico insureds was ever litigated or decided in the Delaware proceedings, pursuant to the terms of the Rehabilitation Order or the newly entered Liquidation Order . Therefore, under Illinois law, there is no basis for this Court to give “full faith and credit” to either order issued by the Delaware court.

The Plaintiffs’ has correctly cited the case of Mahan v. Gunther, 278 Ill. App. 3d 1108 (5th Dist., 1996) as being a case supportive of their position In Mahan, an Illinois plaintiff had filed a lawsuit for damages against a defendant, whose insurance company was in rehabilitation proceedings in the state of Indiana. The defendant filed a motion to stay the Illinois proceedings, on the basis that the Indiana court had issued an injunction which prohibited the taking of any legal action against the insurance company itself or any of its insureds. The trial court in Mahan granted the motion to stay and was reversed on appeal.

The appellate court in Mahan held that the Indiana court anti-suit injunction could not

be given full faith and credit based on the lack of personal jurisdiction over the Illinois plaintiff. The Mahan court held that the Indiana court had purported to exercise both subject matter and personal jurisdiction over both the plaintiff and defendant in that case. While the Indiana court was vested with *subject matter* jurisdiction over the issue of the rehabilitation of the it's' own resident insurance company, it did not even attempt to obtain *personal jurisdiction* over the plaintiff or the defendant, neither of whom were named parties in the rehabilitation proceedings. The Mahan court stated:

We can absolutely say that due to the failure to even attempt to obtain personal jurisdiction, it (the Indiana court) acquired none. Therefore, to the degree that the Indiana court order claims to adjudicate the rights of the plaintiff and the defendants in this case as between themselves or claims power to order this action between the parties stayed, postponed, or abated, or requests that the courts of Illinois abstain, either temporarily or permanently, from adjudicating this dispute, we find that the Indiana court's order is *not just voidable, it is void from its very inception and a nullity to the extent that it attempts to act upon this case* (278 Ill. App. 3d at 1116)(emphasis supplied).

Furthermore, the Mahan court held that even if there was personal jurisdiction in the Indiana court over the parties in that case, there is still no constitutional compulsion on Illinois courts to give either full faith and credit or extend comity to foreign anti-suit injunctions, relying on James v. Grand Trunk R.R. Co., 14 Ill. 2d 356 (1958), cert. denied, 358 U.S. 915, 79 S. Ct. 288 (1958) and Kleinschmidt v. Kleinschmidt, 343 Ill. App. 539 (1951):

In Kleinschmidt, the court reasoned that since a foreign anti-suit injunction acts upon the *parties* rather than the *court*, the forum (i.e., *court*) has the power to proceed with the case, notwithstanding the

sister-state injunction. Thus, in those instances where deference has been extended to a sister-state's anti-suit injunction, it has been based on comity rather than on the constitutional command of full faith and credit. See, e.g., Lowe v. Norfolk & Western Ry. Co., 96 Ill. App. 3d 637 (5th Dist., 1981). While a court of equity has the power to restrain persons within its jurisdiction from instituting or proceeding with foreign actions, the exercise of such power is a matter of great delicacy and is to be invoked with great restraint in order to avoid distressing conflicts and reciprocal interference with jurisdiction (James, 14 Ill. 2d at 368). The key is that *the persons enjoined must be subject to the jurisdiction of the court entering the injunction.*

The Illinois supreme court has said it best:

This court need not, and will not, countenance having its right to try cases, of which it has proper jurisdiction, determined by the court of other States, through their injunctive process. We are not only free to disregard such out-of-State injunctions, and to adjudicate the merits of the pending action, but we can protect our jurisdiction from such usurpation by the issuance of a counter-injunction restraining the enforcement of the out-of-State injunction (James, 14 Ill.2d at 372) (Mahan, *supra*, 278 Ill. App. 3d at 1117).

Therefore, as in Mahan, solely because the alleged tortfeasors, who are blamed for the Plaintiffs' injuries, happen to be insured by an out-of-state insurance company, these motions are being brought. And, as stated in Mahan, Ullico, the Delaware court, and the defense attorneys think

"it is just fine to postpone (Plaintiffs') day in court...never mind that the Plaintiffs had no prior dealing with Delaware, and no prior dealings with Ullico. Never mind that if the Defendants had no insurance at all, these actions would not be stayed. Never mind that even today judgments can still be collected from the personal assets of the tortfeasors without affecting the insolvency proceedings in the slightest. But because the Defendants bought insurance with an insolvent company, the Plaintiffs are told they must wait (Pray tell how long?) (Mahan, 278 Ill. App. 3d at 1110).

As to the issue of “delay” being requested *versus* “dismissal” of the cases, the duration of the order, whether it is limited or enlarged, whether it is finite or infinite, whether it applies to suits already instituted or to the commencement of any suit, the Defendants’ arguments are not persuasive. The net legal effect remains the same. The orders of the Delaware court operate to restrain persons from proceeding with their actions in the courts of Illinois, and therefore, constitute “anti-suit injunctions.”

Additionally, the Defendants’ arguments concerning lack of prejudice to the Plaintiffs and concomitant hardship to the Defendants have little merit. The lack of ability to pay costs of defending suits does not constitute a valid basis to stay the suits, and there has been no showing that Defendants have no other abilities to pay the costs of their defenses. And, both the order of rehabilitation and liquidation specifically state that the “Receiver is authorized to deal with the assets, business and affairs of Ullico Casualty, including the right to sue, defend, and continue to prosecute suits or actions already commenced by or for Ullico Casualty, or for the benefit of Ullico Casualty’s policy holders, cedants, creditors, etc., in the courts, tribunals, agencies or arbitration panels for this State and other states and jurisdictions...” (Order of Rehabilitation, Para. 6; order of Liquidation, Para. 6).

The fact that there are cases from other courts in Illinois and the United States where the entry of stay orders has been upheld is not binding on this Court, particularly since there has been no establishment that those orders were entered under

the same procedural circumstances as the instant matters or similar factual circumstances.

For example, Clark v. Standard Life & Accident Insurance Company, 68 Ill. App. 3d 977 (1st Dist, 1979), involved the issue of the rehabilitation of an Oklahoma insurance company which had issued a disability policy to the plaintiff, its' own insured. The plaintiff sued the company in Cook County for breach of the policy and non-payment of the benefits due. Subsequent thereto, insolvency proceedings were initiated in Oklahoma. An order enjoining all actions against the company was issued.

Thereafter, the plaintiff and the company entered into a consent decree in the Cook County, settling the claim and providing that the plaintiff would receive payments, the order being subject to a motion to vacate if the company failed to comply. Then, the company stopped payments and the plaintiff (1) filed a petition to vacate the consent decree, which was granted (thereby reinstating the breach of contract claim) and (2) filed tort claims for consequential damages incurred by the plaintiff based upon the non-payment of the disability benefits.

The Commissioner of Insurance of Oklahoma filed two motions to stay the plaintiff's action in the Circuit Court of Cook County, based upon the injunction order entered in the Oklahoma rehabilitation/liquidation proceedings, *which the trial court denied* (emphasis supplied). The trial court, however, dismissed both causes of

action, and an appeal ensued.

The appellate court held that the trial court erred when it dismissed the breach of contract claim, because the consent decree did not extinguish the enforcement rights of the plaintiff *vis-a-vis* the terms of the decree. The appellate court did, however, affirm the dismissal of the tort claims, because under the Oklahoma rehabilitation plan, all tort claims *against the insurance company*, including the plaintiffs', were required to be brought in Oklahoma, where the plaintiff (an insured) was given notice and an opportunity to make his claims. Because of the dismissal of the tort claims, the denial of the stay orders was deemed moot by the appellate court. The case is no supportive of Defendants' position herein.

That factual situation is vastly different than the situation involving the currently pending Cook County cases, where none of the Plaintiffs are insureds of Ullico making direct claims against the company for breach of the policies. And, as a result of the affirmance of the dismissal of the tort claims, the motions to stay Illinois proceedings were deemed moot.

In Love v. Frontier Insurance Company, et. al., supra, the plaintiff filed an action in Cook County against an insurance company for bad faith refusal to settle a medical malpractice claim. The case was removed to federal court, where the insurance company moved that the case be dismissed, based upon the stay order entered in the rehabilitation proceedings in New York, and that the courts of Illinois

should honor that order. The federal district court disagreed and held that the action should proceed in Illinois, relying on Mahan, and declining to rely upon Sears, Roebuck and Company, supra. This case is likewise not supportive of Defendants' position.

In Olivine, a declaratory judgment action was filed by an insured against its' own insurance company in Washington state. An Illinois court issued an order of liquidation, enjoining all parties with claims against the insurance company from continuing to assert them outside of Illinois. The Washington court declined to stay or dismiss the proceedings, and was reversed. The factual posture of the parties was a claim by an insured against it's own insurer, which is, again, inapposite to the pending cases involved herein.

Ex Parte United Equitable Life Insurance, supra, likewise involved a claim by the insured in Alabama, seeking payment of medical expenses on behalf of the insured, which the insurance company did not pay, on the basis of an order of rehabilitation entered in Cook County, Illinois. The insured filed suit against United, and the company argued that the order of rehabilitation prohibited the continuation of the lawsuit for payment. The trial court denied the motion for stay, and on a petition for writ of *mandamus*, the Alabama supreme court held that allowing the plaintiffs' suit to proceed and be reduced to a judgment against United would place the plaintiffs in a superior position and priority for payment over others holding

insurance contracts with United. This was held to defeat the purposes of the Uniform Liquidation Act, which assures equal treatment of insurance claimants against companies doing business in more than one state. Again, this is a scenario not applicable to the instant cases., as it involved an insured suing it's own insurance company.

The case of Rose v. Fidelity, *supra*, involved New York plaintiffs' suit against their own insurance company for failure to pay benefits under a life insurance policy on the life of an insured. Fidelity was placed into rehabilitation by the Commonwealth Court of Pennsylvania some six years after the policy issuance, and the court there required that all claims against Fidelity be presented and pursued in the context of the rehabilitation proceedings there. The insured died, and a claim was made for the benefits payable, which was refused. The plaintiffs filed suit in New York state, Fidelity removed the case to federal district court on the basis of diversity of citizenship, and moved to dismiss. The district court dismissed the claim against Fidelity, on the basis that the sole venue for adjudication of claims against Fidelity was in Pennsylvania, in the absence of an established proceeding in New York. No issue in that case is pertinent to the issues before this Court.

The posture of the parties and claims presented in Frontier Insurance Company v. American Title Services, *supra*, is also distinguishable. Once again, the insured was filing suit against its' own insurance company seeking coverage and alleging

breach of contract, in the state court of Florida. Frontier was placed into rehabilitation in the state of New York, imposing a six-month stay for cases in which Frontier insured defendants, and an indefinite stay where Frontier was the actual defendant. The insured plaintiffs filed a motion to lift the stay, which was granted by the trial court and reversed on review by the Florida court of appeal. This case does not provide support for the Defendants' position herein.

In short, the Defendants have not established any factual or legal argument that would justify the imposition of a stay of proceedings in the cases now pending or to be filed against persons or entities insured by Ullico Casualty Company.

Finally, the issue raised by the Defendants as to the existence or non-existence of an agency relationship between taxi drivers and taxi cab affiliations, medallion owners and vehicle owners as a justification to stay the cases is irrelevant. Merely because two particular judges have granted summary judgment under certain fact patterns does not mean that as a matter of law, summary judgment should be considered a *fait accompli* in all of the pending taxi cab cases herein.


Therefore, on the basis of the foregoing, the Court orders as follows:

1. The Defendants' Motion to Stay Proceedings proceedings is denied in its entirety;
2. Any and all orders previously entered in any cases which stayed the respective proceedings be and are hereby vacated *instantly*;

3. Any and all cases previously placed upon the insurance stay calendar in either the Law Division or the First Municipal Department shall be removed from said insurance stay calendar by motion filed within 14 days from the date hereof, on or before June 19, 2013, and heard in their respective divisions at the earliest possible time;

4. All future motions pertaining to this Memorandum Opinion and Order, including motions to reconsider and newly filed motions to stay proceedings and orders to place cases on the insurance stay calendar and cases involving parties insured by Ullico Casualty Co., shall be heard by Judge Kathy M. Flanagan, upon proper notice and motion;

5. The Clerk of the Circuit Court shall spread this Memorandum Opinion and Order on the electronic docket and place a copy in each court file for all cases identified in Exhibit "A," attached to this Memorandum Opinion and Order.

ENTER
ENTER: JUN 5 - 2013 
KATHY M. FLANAGAN #267
JUDGE NO.

ULLICO CASUALTY LAW DIVISION CASES

<u>CASE #</u>	<u>CAPTION</u>	<u>CALENDAR</u>
09-L-9614	WILLIE DUCKWORTH GRIFFIN V. THREE & ONE CAB	F
09-L-14740	ROBERT DEIGHTON V. CHOICE TAXI	C
10-L-5605	DANIEL PETTIGREW V. BLUE RIBBON	A
10-L-7872 CONS. W/ 11-L-5266	JIMMY ORJALA V. KIDANE KUENTU SYLVIA CASTILLO V. KIDANE KUENTU	C
10-L-7878	FELIPE LOPEZ V. CHICAGO TAXI	A
10-L-9027	MAHER BANO ESWANI V. 24 SEVEN TAXI	F
10-L-9813	MICHELLE TERRELL V. CHICAGO CARRIAGE	D
10-L-10220	DAVID FLETCHER V. CHICAGO CARRIAGE	B
10-L-10793	DARRYL HEARD V. LUCKY SEVEN	F
10-L-11298	JUAN CARLOS VELASQUEZ V. CHICAGO POLO	E
10-L-11856	COURTNEY PUIDK V. UNIQUE TAXI	F
10-L-12070	RENEE SHERMAN V. CHICAGO CARRIAGE	D
10-L-12317	VIRGINIA GROM V. PACE SUBURBAN	X
10-L-12548	THOMAS BUTLER V. YOUEL CAB	A
10-L-12663	ANNIE KIM V. BUSHIE CAB	A
10-L-12905	MANUEL FIERRO V. ANDREW KREZAL	D
11-L-733	ROBERT STEVENS V. CHICAGO CARRIAGE	Z
11-L-2548	PHILIP MURANTE V. CHICAGO CARRIAGE	Z
11-L-4483	SHAUNTELLE REYNOLDS V. CHICAGO TRANSIT	A
11-L-4621	CAROL LAMPARD V. SYED FATEMI	D
11-L-5077	HUGO ESCOBAR V. AMERICAN UNITED	A
11-L-6445	JOAHN HILL-MCCLAIN V. ALL RIDES CAB	Z
11-L-7207	MAUREEN LOHAN V. CHICAGO CARRIAGE	C
11-L-7403	MICHELLE MCFARLAND-MCDANIELS V. CHICAGO CARRIAGE	E
11-L-7852	PABLO MARTINEZ V. GLOBE TAXI	B
11-L-8411	JERRY ECKMANN V. LAWRENCE SOMUAH	C
11-L-8456	KEVIN TAYLOR V. CHICAGO POLO	A
11-L-8697	ALEXANDRA BROWN V. AMERICAN UNITED CAB	B
11-L-8801	SAYALI KARANJKAR V. CHOICE TAXI	A
11-L-8995	DENISE STEELE V. FREEDOM FIRST	F
11-L-9629	JILL MAREMONT V. CHICAGO CARRIAGE	B
11-L-10843	SANDRA JONES V. CHOICE TAXI	A
11-L-10919	CAMILLE CICHON V. RAJA AMJAD	C
11-L-11513	EDYTA MATUSZEK V. ALL RIDES CAB	C
11-L-11925	FREDERICK MANDAC V. S & A TRANSPORTATION	D
11-L-12655	DUSTIN KAMMERER V. CHICAGO CARRIAGE	B
11-L-13097 CONS. W/ 11-M1-017922, 12-M1-010198, 12-M1-011017	DAVID BARRERA V. JUDI CAB CORP BANO CORP V. JUDI CAB CORP PATRICK FOX V. JUDI CAB CORP CHICAGO MEDALLION V. KASHIF AHMAD	Z

11-L-13301	WOJCIECH BANAS V. WINDY CITY CAB	D
11-L-13424 CONS. W/ 12-L-10436	AHR HAMDAN V. GLOBE TAXI LEE ARMSTED V. DRAGAN SAKOTIC	X
11-L-13566	CHRISTOPHER CHERRY V. CHICAGO CARRIAGE	C
11-L-13813	SHIRLEY STRADWICK V. CHICAGO TAXI	H
11-L-13927 CONS. W/ 12-L-11391	LAUREN FALASZ V. GLOBE TAXI LAUREN FALASZ V. MOHAMMED AHMED	E
11-L-13941	KIMBERLY RAINEY V. CHICAGO CARRIAGE	F
11-L-14093	MATTHEW ROSSETTI V. CHICAGO CARRIAGE	Z
12-L-42	ALFRED LANGNES V. GLOBE TAXI	A
12-L-218	MARIE TORRES V. AMERICAN UNITED CAB	J
12-L-543	MELISSA NOVAK V. GLOBE TAXI	E
12-L-646	MICHAEL JAMES V. RAZA CAB	E
12-L-771	LOUISE DEBROWER V. RAJAI ALTWAL	D
12-L-1141	ALEXIS WILSON V. CHOICE TAXI	F
12-L-1378	EWA KULIGOWSKA V. BEEP BEEP CAB CO	X
12-L-1404	NATHAN O'NEILL V. CHICAGO CARRIAGE	F
12-L-2415	JOHANNA KIRKLAND V. CHICAGO CARRIAGE	Z
12-L-3417	YOSEPH AYACHE V. CHICAGO CARRIAGE	Z
12-L-3722	JUDI THOMAS-IVY V. SIRO, INC.	Z
12-L-3905	CATHERINE VALDIVIA V. MEDALLION FUNDING	A
12-L-4365	PHILLIP CARRINGTON V. CHICAGO CARRIAGE	H
12-L-4422	MADELEINE SMITH V. JAMAL DMOUR	D
12-L-5201	ABDIJIBAR ALI V ARIE MAYEINNNUDDIN	D
12-L-6161	SHARON KLOCKOWSKI V. MEBRET CORP	E
12-L-6528	HENRY DINH V. MAMA FOUR CAB	H
12-L-6535	JAIME LEWIS V. CRYSTAL MURPHY	E
12-L-6623 CONS. W/ 12-M1-301921	RITA SEXTON V. CHOICE TAXI RODNEY JONES V. CHOICE TAXI	A
12-L-7648	DORIS PACELLI V. AMERICAN RIDER CAB	F
12-L-7681	LUCREZIA CHIANELLO V. CHICAGO CARRIAGE	F
12-L-7699	BRIAN KIER V. YELLOW CAB	F
12-L-7903 CONS. W/ 12-L-12202	KATHLEEN HANSON V. YELLOW CAB ABDUL SYED V. NIKO HONAR	E
12-L-7949 CONS. W / 12-M1-012599	ELENA PUSTAI V. DAY CAB CO ELENA PUSTAI V. DAY CAB CO	X
12-L-9047	KINNERA BHOOPAL V. GLOBE TAXI	F
12-L-9131	JACQUELYN GILES V. EMIL IVANOV	D
12-L-9532	HEATHER ROULSTONE V. CHICAGO CARRIAGE	F
12-L-10266	ROSA MARTINEZ V. GLOBE TAXI	A
12-L-10370	ROBERT ABEND V. CHICAGO CARRIAGE	B
12-L-10978	ELISABETH FERENCE MD V. CHICAGO CARRIAGE	D
12-L-10995	SEUNG LEE V. CHOICE TAXI	H
12-L-11416	ALFRED SAYEGH V. GLOBE TAXI	H
12-L-11571	KATHLEEN BYRNE V. CHICAGO CARRIAGE	H
12-L-11959	SUSAN BIVINS V. 6 TH AVENUE TAXI	A

12-L-12042	ALICE JOHNSON V. YELLOW CAB	X
12-L-12159	VERONICA THOMAS V. CHICAGO CARRIAGE	A
12-L-12350	JUSTINE GIANANDREA V. CHICAGO CARRIAGE	D
12-L-12928	JOSEPH GONZALEZ V. AMERICAN UNITED CAB	A
12-L-12977	SHONTEL STYLES V. YELLOW CAB	C
12-L-13023	MARGUERITE SCHAEFFER V. YELLOW CAB	B
12-L-13290	EDITH DURUJI V. MAKO HOLDINGS	Z
12-L-13388	ROGER KNOUSE V. GLOBE TAXI	F
12-L-13763	DONNA ORTIZ V. CHOICE TAXI	D
12-L-13922	MARGARET LISCHICK V. YELLOW CAB	H
12-L-14526	DORIS DAWSON V. ARIES GLOBE TAXI	H
13-L-10	TONI GLAVAS V. GLOBE TAXI	Z
13-L-81	JEANETTE VELADA V. GLOBE TAXI	X
13-L-178	RICHARD ROCHA V. CHICAGO ELITE CAB	Z
13-L-219	MARYANN KAYA V. SAMUEL TAXI CORP	F
13-L-860	AMIT DESAI V. CHICAGO CARRIAGE	X

MUNICIPAL CASES – (NOT PENDING IN LAW DIVISION)

11-M1-017337	TAXI MEDALLION V. GLOBE TAXI
11-M1-302096	SIMEON CASTILLO V. CHICAGO TAXI
11-M1-303370	MOHD ASHRAF V. BABY CAB CORP
11-M6-000989	LUIS HERNANDEZ V. CHICAGO ELITE
12-M1-011105	LETISIA MUNOZ V. CHICAGO SEVEN INC
12-M1-011762	DAVID MACH V. YC30 LLC
12-M1-300805	SAID AHMED V. AMERICAN UNITED TAXI
12-M1-300899	MARIO BUSTAMANTE V. CHICAGO TAXI
12-M1-301575	AMY STREFF V. GLOBE TAXI
12-M1-301887	LAUNJA LEACH V. CHICAGO SEVEN
12-M1-301974	SHARON ZAHORODNYJ V. CHICAGO CARRIAGE
12-M1-302254	CHINYERE PATRICK V. YELLOW CAB
12-M1-302315 CONS. W/ 12-M1-302414	GEORGE ARIANAS V. ERMINIUS JURGILAS JULIE KENNEDY V. CHICAGO CARRIAGE
12-M1-302842	BAKALOV CAB CO V. UROOJ KHAN
12-M1-302323	JOANNE BULYAKI V. CHICAGO CARRIAGE
12-M1-302550	STEVEN KNOX V. CHICAGO CARRIAGE
12-M1-302621	MYRA AMBROZEWSKI V. YELLOW CAB
13-M1-010696	PATRICE POYNTER V. GLOBE TAXI
13-M1-010838	ALLSTATE V. YELLOW CAB
13-M1-300011	CAROLINA MOSQUERA V. J 76 TRANSIT CO
13-M1-300165	ADEBAYO OBALOLA V. FATBOYS CAB
13-M5-00020	EDNA KELLY V. JEANETTE VELADA