

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

JUDGE ZAGEL

DOCKET
MAR 11 2002

Brenda Palmer, on behalf of)
herself and others similarly situated,)
)
Plaintiff,)
)
v.)
)
Combined Insurance Company of America,)
)
Defendant.)

JURY TRIAL DEMANDED

MAGISTRATE JUDGE DENLOW

No.

02C 1764

FILED-105
02 MAR -8 PM 4:16
CLERK
U.S. DISTRICT COURT

COMPLAINT -- CLASS ACTION

Plaintiff complains of defendant as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this action arises under the laws of the United States.
2. Venue in this district is proper under 42 U.S.C. § 2000e-5(f)(3) and 28 U.S.C. § 1391(b) and (c) because the unlawful employment practices occurred in this district and the defendant maintains its corporate headquarters in this judicial district.

PARTIES

3. Plaintiff Brenda Palmer, on behalf of herself and others similarly situated, is a current female sales employee of defendant Combined Insurance Company of America. Plaintiff and each class member are "employees" for purposes of Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. § 2000e(f).
4. Defendant Combined Insurance Company of America, a wholly owned subsidiary of AON Corporation, sells supplemental health, accident and life insurance products throughout the United States and Canada through a large, nationwide group of sales employees. Combined's

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sales staff is overseen by tiers of managers who are closely supervised and overseen in every respect by Combined top management in Chicago, Illinois, where Combined maintains its national headquarters. Combined is an “employer” for purposes of Title VII, 42 U.S.C. § 2000e(b), because it is engaged in interstate commerce and employs fifteen or more employees.

FACTS

A. The Philosophy and Culture of Combined Insurance

5. Combined has one business pursuit: selling insurance. Everything at Combined is focused on that one goal and everyone who works at Combined either sells insurance or supports the people who sell insurance.

6. Combined was founded by W. Clement Stone in 1919. The principles he developed are still the cornerstone of the firm’s operations. Stone believed that a sales force must be motivated emotionally as well as financially, and devised a system of on-going motivational programs which are used to this day under the rubric of the “Positive Mental Attitude.” Combined operates on a strict “pyramid” system, in which managerial hiring is done by promotion from within, and every manager must start at the bottom. Today, virtually every top manager, including the chief executive officer, started as a sales agent, the lowest entry level position at the company. Every one of these individuals was trained and schooled in the W. Clement Stone “success system that never fails,” and each personally participated in the system still in use and in which plaintiff and the plaintiff class were abused in terms of promotions, compensation opportunities and also subjected to the most egregious kinds of sexual harassment without protest, control or condemnation by top management.

7. Thus, the top managers of the company today in the course of their careers (and they are all men) personally prospered and succeeded in the same culture of sexual

discrimination and abuse as exists today. To them, the Combined culture is synonymous with the Combined system and maintaining this culture—despite its propensity to sexual abuse and discrimination—is the way, indeed the only way, to run the company. As a result, none of the top executives, despite personal awareness both of the sorts of events here complained of and the requirements of Title VII of the Civil Rights Act of 1964, has or will take effective steps to bring this lawless system into compliance with the laws of the United States.

B. The Structure of Combined Insurance

8. Every newly hired sales agent is trained in the Combined method of selling insurance and part of this training is morale boosting to the point of indoctrination, which has resulted in a company culture of fierce pride in the Combined way of doing things. At local, regional and national meetings, called “Ardmores,” Combined’s philosophy of the Positive Mental Attitude is preached and reinforced. Managers tout Ardmores as controlled environments where family and other obligations do not distract employees from their goals. Newly hired sales agents are steeped in Combined culture during these Ardmores by their bosses and their bosses’ bosses, all of whom were themselves sales agents who rose up through the ranks. The intense Combined culture breeds loyal employees whose devotion to Combined and the Combined tradition sometimes borders on the cult-like.

9. One result of Combined’s single focus—selling insurance—and insistence on accomplishing this goal in only one way—the Combined way—is an amazingly successful business that has lasted more than eighty years. Another result is counterintuitive: a company that conducts its business door to door—without offices—and throughout the fifty states but retains the cohesion and focus of a one office business. This “one office feel” is reinforced by Combined’s rigid pyramid-style of management.

10. Combined sells insurance in 12 geographical regions spanning the United States and Canada and each of these regions is managed by a Divisional Manager or Vice President/Divisional Manager who reports directly to the president and chief executive of the company, Richard Ravin. The divisions are divided into regions, which are supervised by Regional Managers. These high ranking managers are overwhelmingly male. As of 1998, the gender breakdown was:

<u>Title</u>	<u>Number</u>	<u>Male</u>	<u>Female</u>
President	1	1	0
Divisional Managers	12	12	0
Regional Managers	76	73	3

Regions are divided into sub-regions and sub-regions are in turn divided into districts or territories and managed by District Managers (“DMs”), now called Territorial Directors (“TDs”). DMs and TDs hire sales agents to sell insurance in their district.

11. Sales agents all work under the same written contract, and all sell insurance on commission. Once they meet certain selling and training criteria, sales agents are supposed to receive an automatic promotion to Customer Sales Manager or New Business Manager, which offers increased commission opportunities. This criteria is not uniformly applied; DMs or TDs can accelerate or delay a promotion despite this “automatic” promotion policy.

12. A Customer Sales Manager becomes eligible for promotion to a District Manager or Territorial Director position when he or she sells a “grand diamond,” a certain amount of insurance sold in a set time period. In reality, some Customer Sales Managers are promoted without ever selling a grand diamond and others are not promoted despite selling one or more

grand diamonds. In other words, upper level managers make subjective decisions about who to promote into middle management.

13. In an atmosphere like Combined's—with male sexual aggression and constant sex stereotyping—the subjective decisions almost always favor the men or disfavor the women. This reality is reflected in the numbers: in 1998, women held only 3 of the 89 upper management positions.

C. Economic Discrimination Claims

14. Combined proclaims that it is an equal opportunity employer, that it pays and promotes based on merit, not on seniority or favoritism. However, Combined has done nothing to keep its promise. It has ignored complaints about disparate treatment, shrugged at the gross under representation of women in management, and promoted men known to be harassers and discriminators. In truth, Combined has an unspoken policy of excluding women from upper management and other lucrative opportunities.

15. Combined discriminates against women beginning with the hiring process, grading female applicants by their appearance and body type. Women they do not consider attractive are often denied a second interview without any regard to their qualifications or experience.

16. The sex stereotyping that marks the hiring process continues when women are hired into Combined. Male managers demean and humiliate women by painting them as stupid or incompetent. Women are frequently the target of public screaming and yelling over minor or non-existent problems.

17. Rampant sex stereotyping in an environment of subjective decision making has a predictable effect: women receive shoddy training, inferior commission opportunities, lower pay and fewer promotional opportunities.

18. Plaintiff Brenda Palmer has experienced this economic discrimination firsthand. Palmer joined Combined as a sales agent in 1982 and was soon promoted to sales manager. In 1987, just weeks after giving birth to her daughter and while she was on maternity leave, Combined stripped her of her sales team and dubbed her a "senior" sales agent, leaving her to work on her own for the next several years. Combined later failed to promote Palmer to a Customer Service Manager position, instead hiring a less qualified male. Palmer was ultimately named a Customer Service Manager and in June, 1999, she received a promotion to Territorial Director ("TD"), a position she holds today.

19. Combined failed to provide her with any training or support. Combined did not even list her on the Territorial Director roster until March 2000. Combined's failure to provide Palmer with the same training and support it offered to male territorial directors placed her at a severe disadvantage. Without training, she was forced to spend her time learning the job rather than building her territory. In addition, she was forced to spend her time performing tasks—like placing advertisements for new hires—that Combined routinely did for male territorial directors. Male territorial directors, in contrast, could concentrate on building their territories, which led to higher bonuses and more opportunities for promotion.

20. Weighted down by these added responsibilities, Palmer did not fare as well as her male colleagues. In mid-2000, Palmer's base salary dropped to \$20,000. Although she has expressed interest in a promotion to a sub-regional manager position, she has yet to be offered even an interview.

21. As a result of the discrimination, women made and make less money than similarly situated men: they are denied equal consideration for promotion, demoted, and denied equal access to desirable territories and accounts. Plaintiff Palmer's experiences are typical of those experienced by members of the proposed plaintiff class.

D. Sexual Harassment and Hostile Work Environment

22. Tucked several pages into Combined's employee manual is its sexual harassment policy, which provides that it is the company's policy to prohibit harassment on the basis of sex. Employees who feel sexually harassed are advised to go to their Regional Manager or Human Resources.

23. The sexual harassment policy is notable for what it does *not* contain. The most recent policy available to plaintiff does not guarantee confidential or impartial investigations and provides for no formal appeal process. It lacks not only a "No Tolerance" provision, but is devoid of any mention of the appropriate sanction for sexual harassment.

24. In practice, Combined's policy was and is a sham. Combined had constructive and actual knowledge that its male employees were harassing its female employees. Harassment was occurring at nearly every meeting and Ardmore right in front of high-ranking managers. In many cases, the managers themselves participated or encouraged the harassment. Little, if anything, was ever done about it.

25. Combined had the same abysmal response when women complained. The company either ignored the complaints or, when that did not work, punished the complainers. Even in the most egregious cases male managers were often relocated rather than terminated or demoted.

26. Female employees often first experienced harassment during the extensive classroom and field training provided to all new sales agents. During the three week training sessions at regional training facilities, the sales school trainers were known to harass female sales agents. During the seven weeks of field training that follows classroom training, male managers preyed on female sales agents, sometimes even propositioning them.

27. Combined does not maintain sales offices. Instead, sales agents and customer service managers ("CSMs") sold insurance by meeting with clients at their homes or in restaurants or other public places. Similarly, Combined managers met with sales agents and CSMs in restaurants or hotels. During this type of required interaction, male managers harassed women who worked under their supervision. In addition, agents and managers were required to attend various meetings and conferences (called "Ardmores") as part of their employment obligations. Ardmores were held in hotels on weekends and sexist and demeaning behavior and comments were commonplace.

28. Plaintiff Brenda Palmer was harassed by her managers and co-workers. In approximately October 1998, during a meeting at an Ardmore in LaSalle, Illinois, a Regional Manager commented, "If we could just extend, we could put a sex shop back there." This same Regional Manager pressured new female sales agents to sit on his lap. In mid-1999, during Jet V training, this Regional Manager again asked female agents to sit in his lap and this time pressured Palmer to do so. She refused.

29. In approximately June 1999, during a training seminar in Lake Geneva, Wisconsin, a corporate executive said to Palmer, "Why don't you go in and put your head on Michael's shoulder (referring to Michael D'Ambrose, a Divisional Manager) and he'll give you anything you want." This corporate executive later announced to a group of female employees,

“You wouldn't be able to contain yourselves if he (D'Ambrose) was in anything but business attire.” He then said to Palmer, “Oh come on, you know how you southern girls are.” Later that summer, Palmer attended a hiring seminar in which a male Regional Manager evaluated female applicants in terms of their sexual appeal: “great legs,” “nice tits” and “great ass.” Female applicants considered overweight or unattractive were criticized and ridiculed. Palmer's boss once told her husband she has the “best tits” in the company.

30. Male managers and employees regularly used vulgar language, told sex jokes and spoke of women in demeaning or sexual terms during meetings attended by Palmer. During a District Manager's Congress in 2000 that included a brief sexual harassment session, a territorial director mocked the harassment training by tugging at the skirt of a female TD and kissing her neck. One territorial director hollered, screamed and yelled at Palmer during meetings, humiliating her and painting her as incompetent in front of her colleagues and superiors. A male Sub-regional Manager condescended to her, referring to her as “hon.”

31. Combined tolerated and indeed, by its form of organization and in particular its Ardmores, facilitated and tacitly encouraged the sexual harassment of its female employees. Palmer's experiences were typical of those experienced by other members of the proposed plaintiff class.

E. Combined's Tolerance of the Discrimination and Harassment

32. As described above, Combined had feeble sexual discrimination and sexual harassment policies that lacked the procedures needed to ensure confidentiality, protection and efficacy. In practice, the policies did not even live up to their meager promises. In 2000, when a female sales agent told Palmer that she was harassed during training school, Palmer immediately reported it to her superior. He dismissed it out of hand because he did not know the trainer's

name. Palmer tried to stop the harassment: she left meetings, told men to stop and complained to her superiors. Nothing worked. When Palmer complained that she was not receiving the appropriate training or pay, her complaints went unanswered. Instead she was criticized for underperforming. Plaintiff Palmer's experiences were and are typical of those experienced by members of the proposed plaintiff class.

33. Women who pursued complaints of mistreatment were threatened, pushed out or punished. Palmer was warned that, due to her filing a charge of discrimination against the company, Combined was looking for a way to terminate her. Combined subsequently refused to honor its agreement to waive the hiring requirement in her territory. Plaintiff Palmer's experience—both that her complaints were ignored and that she suffered adverse consequences—were and are typical of the experience of the proposed plaintiff class.

34. Combined could easily have remedied the problems plaguing its female employees. It self-consciously used its frequent Ardmores and other conferences to propagate its company culture and could easily have seized on these opportunities to make it clear that it would not tolerate harassment. In a top-down management structure like Combined's, a simple commitment from upper management would have made the policy meaningful. Instead, Combined's refusal to interfere with the rampant harassment made it clear that the policy was illusory and, in fact, the company condoned the conduct of its male employees. This left female employees with two options: put up with the harassment or quit.

35. Just as Combined knew or should have known that its female employees were being harassed, it knew or should have known that women were not receiving equal treatment with respect to hiring, pay, promotions, and other terms and conditions of employment. The harassment alone should have alerted the company that women were not treated as equals. The

gross under-representation of women in management was another obvious sign of unequal treatment. As with the harassment, Combined did nothing and hoped no one would notice.

F. The Damage Caused by Combined

36. The environment created and tolerated by Combined continues, and has injured plaintiff Palmer and the plaintiff class. These injuries include humiliation, mental anguish, and other forms of emotional distress and other forms of injury and damage.

37. The abuse and discrimination Palmer and other women endured impeded their ability to do their job, deprived them of promotional opportunities, training, equal pay and resulted in discriminatory discipline, demotion, transfer and other adverse employment actions.

38. Some of the members of the class have suffered physical injury as the result of the abusive conditions in which they have been forced to work and the abusive behavior of their male colleagues and supervisors. The abusive working conditions at Combined were sometimes so severe that women were forced to resign their positions, resulting in lost pay and benefits.

G. Continuing Violation; Pattern or Practice

39. The circumstances described in this complaint constitute, and are part of, a pattern or practice of discrimination, and all violations are continuing violations.

CLASS ALLEGATIONS

40. Pursuant to Fed.R.Civ.P. 23(b)(2), plaintiff brings this action on behalf of a plaintiff class against Combined. The plaintiff class consists of all women who are working in the sales force or management of Combined. The plaintiff class, which numbers in the hundreds, is so numerous that joinder of all members is impracticable.

41. There are questions of fact and law common to the plaintiff class. The predominant common questions include (A) whether Combined has permitted a sexually hostile

atmosphere to exist; (B) whether Combined has maintained a pattern or practice of failing to respond appropriately to complaints of sexual harassment by its female employees; (C) whether Combined has maintained a pattern or practice of economic discrimination against women; (D) whether Combined's failure to remedy the discrimination warrants punitive damages; and (E) the appropriate injunctive relief.

42. Plaintiff's claims are typical of the claims of the class members. Each is based on the same legal and factual theories. Moreover, plaintiff filed a timely charge with the Illinois Department of Human Rights alleging the classwide discrimination and this suit was commenced within 90 days of her receipt of a right to sue letter.

43. Plaintiff will fairly and adequately represent the interests of the class.

44. Certification of the Plaintiff class pursuant to Fed.R.Civ.P. 23(b)(2) is appropriate in that Combined has applied a common practice to the entire class, and thus declaratory and final injunctive relief against such practices are appropriate.

COUNT I
CLASSWIDE CLAIM OF SEX DISCRIMINATION AGAINST COMBINED
UNDER TITLE VII, 42 U.S.C. § 2000e

45. Count I incorporates by reference the above allegations.

46. Plaintiff brings this count individually and as a class action pursuant to Fed. R. Civ. P. 23 (a) and (b)(2) on behalf of the above described class.

47. Combined has willfully violated and continues willfully to violate 42 U.S.C. § 2000e *et seq.* through the discriminatory practices complained of above, to the detriment of plaintiff and the plaintiff class. These practices are part of a pattern or practice of racial discrimination and constitute a continuing violation. This lawsuit is timely filed pursuant to the class-wide charge of discrimination of Traci Radmanovich, who filed a class charge with the

Illinois Department of Human Rights and Equal Employment Opportunity Commission, received a right to sue letter, and filed a class action lawsuit no more than 90 days after receipt of her right to sue letter. Plaintiff was an original co-plaintiff in Radmanovich's class action lawsuit, which is pending in this judicial district as Case No. 01 C 9502, until the Court *sua sponte* dismissed her as a named plaintiff without prejudice by order of February 12, 2002. In addition, plaintiff filed her own charge of discrimination with the Equal Employment Opportunity Commission, received a right to sue letter from that agency and filed a lawsuit no more than 90 days after receipt of her right to sue letter (*Radmanovich, et. al v. Combined Insurance*, Case No. 01 C 9502).

48. As a result of the discrimination, plaintiff and the plaintiff class suffered financial, emotional, and other injuries, resulting in many cases in constructive discharge. The willful nature of the violations, committed with malice or reckless indifference to the federally protected rights of plaintiffs, warrant punitive damages against Combined pursuant to 42 U.S.C. § 1981a(b)(1).

WHEREFORE, plaintiff and the class respectfully request the following relief:

- a. a finding that this claim should proceed as a class claim on behalf of the class described above, and authorizing appropriate notice to the class;
- b. an order finding and declaring that Combined discriminated against plaintiffs and the plaintiff class in violation of 42 U.S.C. § 2000e-2(a)(1) and (2);
- c. an order enjoining Combined from its pattern or practice of discrimination;
- d. a comprehensive injunction against continuing violations, including specific procedures to assure effective internal complaint procedures and responses and placing plaintiffs and the plaintiff class in their rightful places in the company;

- e. damage for plaintiff Palmer in an amount to be determined by jury, including pre- and post-judgment interest, and punitive damages;
- f. costs and attorneys fees, including expert witness fees; and
- g. such other relief as is just and proper.

COUNT II
RETALIATION CLAIM OF BRENDA PALMER
UNDER TITLE VII, 42 U.S.C. §2000e-3(a)

49. Count II incorporates by reference the above allegations.

50. As alleged above, Combined retaliated against plaintiff in violation of Title VII, 42 U.S.C. § 2000e-3(a)

51. As a result of Combined's actions plaintiff suffered financial, emotional, and other injuries.

52. The willful nature of these violations, committed with malice or reckless indifference to plaintiff's federally protected rights, warrants punitive damages against Combined pursuant to 42 U.S.C. § 1981a(b)(1).

WHEREFORE, plaintiff requests the following relief:

- a. damages in an amount to be determined by jury, including pre- and post-judgment interest, and punitive damages;
- b. costs and attorneys fees, including expert witness fees; and

c. such other relief as is just and proper.

A TRIAL BY JURY IS DEMANDED FOR ALL COUNTS.

Respectfully submitted,



One of the attorneys for plaintiffs

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JS 44 (Rev. 07/86)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained hereon replace or supplement the filing and service of pleadings or papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I (a) PLAINTIFFS

Brenda Palmer

JUDGE ZAGEL

MAGISTRATE JUDGE DENLOW

DEFENDANTS

Combined Insurance Company of America

DOCKETED MAR 11 2002

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT (IN U.S. PLAINTIFF CASES ONLY) COOK

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

ATTORNEYS (IF KNOWN)

Thomas R. Meites, MEITES, MULDER, BURGER & MOLLIKA, 208 S. LaSalle St. Suite #1410 Chicago, IL 60604 (312) 263-0272

02C 1764

FILED-EDS 02 MAR -8 PM 4:10 U.S. DISTRICT COURT

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business in This State, Incorporated and Principal Place of Business in Another State, Foreign Nation, PTF DEF

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et al.

V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various case categories like Insurance, Personal Injury, Labor, etc.

VI. ORIGIN (PLACE AN X IN ONE BOX ONLY)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from another district (specify), 6 Multidistrict Litigation, 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23, DEMAND \$, JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY

(See instructions): X See attached, JUDGE see attached, DOCKET NUMBER see attached

DATE 3/4/02, SIGNATURE OF ATTORNEY OF RECORD

Attachment to Civil Action Cover Sheet:

Related Case: *Radmanovich, et. al v. Combined Insurance*, Case No. 01 C 9502 (Alesia, J.)

This case, as well as cases filed simultaneously by Martha Mausshardt, ██████████, Vicky Miller, Maria Eason, Elke Budreau, Bonnie Shaffer, Patricia Schams, Terry Boebel and Cathy Aloffo are related to *Radmanovich, et. al v. Combined Insurance*, Case No. 01 C 9502, which is a class action under Title VII alleging sex discrimination and sexual harassment against defendant Combined Insurance Company of America presently pending before Judge Alesia. Each of these persons, along with Ms. Radmanovich, were original co-plaintiffs in *Radmanovich* and each (except for Radmanovich) was dismissed from that case by the court, *sua sponte*, without prejudice by order dated February 12, 2002. Each case is related to *Radmanovich* as each woman is a member of the proposed plaintiff class in *Radmanovich*, each alleges the same kinds of discrimination and harassment, and deficient policies and practices as alleged on behalf of the class in *Radmanovich*. Thus, each case is related to *Radmanovich* and should be treated as related to it.

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

Eastern Division

JUDGE ZAGEL

In the Matter of

Palmer
v.
Combined Insurance Company of America

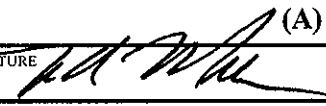
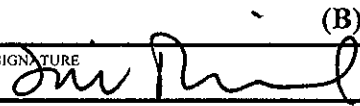
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Case Number: **MAGISTRATE JUDGE DENLOW**

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

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U.S. DISTRICT COURT

(A)		(B)	
SIGNATURE 		SIGNATURE 	
NAME Thomas R. Meites		NAME Josie Raimond	
FIRM Meites, Mulder, Burger & Mollica		FIRM same as (A)	
STREET ADDRESS 208 S. LaSalle Street, Suite 1410		STREET ADDRESS	
CITY/STATE/ZIP Chicago, IL 60604		CITY/STATE/ZIP	
TELEPHONE NUMBER (312) 263-0272		TELEPHONE NUMBER	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 01880241		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6230092	
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