



ILLINOIS STATE BAR ASSOCIATION

ANIMAL LAW

The newsletter of the Illinois State Bar Association's Section on Animal Law

Comments from the Chair

By Angela E. Peters

The Animal Law Web site aptly states that, "Animal law is a growing field that touches upon many facets of our profession. The Animal Law section is a forum in which members can discuss, learn about, and develop animal law." 2013 has come to a close and we worked with lots of issues last year (as we always do). As with any area of law, I would say that there are always issues of interest or concern. The Animal Law Section is very concerned with bringing these issues to light, keeping a lookout for new, innovative issues, and working with other groups, section and organizations to resolve those issues.

In 2013, we focused on a number of topics that we have reported and shared with you in

our annual seminar, webinars, video presentations, newsletter, Web site, and list-serve.

We worked on various pieces of legislation (Reckless Owner, Puppy Lemon Laws, Farm Animals At Large, Tethering Restrictions, Animal Fighting Enforcement Training for Police, the ABA model law on animals in disasters, overturning and stopping Ag-Gag (Animal Enterprise Terrorism Act) legislation, barbed seed dangers (We resolved to explore with appropriate Illinois officials the ultimate question presented by a recent study: Should the "mean seeds" species be banned from future Conservation Reserve Program plantings in Illinois?), and more.

Continued on page 2

New legislation affects companion animal euthanasia and increases penalties for animal abuse committed before minors

By Ledy VanKavage

The Illinois State Bar Association Animal Law Section has voted to endorse two new bills introduced by Rep. Daniel Burke: HB 3767 closes a loophole in the state's ban on the use of carbon monoxide as a euthanasia agent for companion animals by removing the exemption for veterinarians and specifying that such a procedure "shall only be performed using established injectable euthanasia agents." HB 3768 provides that animal abuse committed in front of a minor qualifies as aggravated cruelty, a felony offense. Traumatic experiences can have severe, long-lasting negative effects on children. The U.S. Department of Justice, *et al.*, have included witness-

ing animal cruelty on their Polyvictimization/Trauma Symptom checklist. (http://www.nsjfcj.org/sites/default/files/trauma%20bulletin_0.pdf) defines "trauma" as including a "direct encounter with a dangerous or threatening event, or it can involve witnessing the endangerment or suffering of another living being." Forcing a child to watch or engage in animal cruelty is one way abusers further harm and control their victims. Oregon, Arkansas and Puerto Rico have provided for enhanced penalties for this crime. Passage of HB 3768 will put Illinois at the forefront of innovative efforts to address both childhood trauma and animal cruelty. ■

INSIDE

Comments from the Chair..... 1

New legislation affects companion animal euthanasia and increases penalties for animal abuse committed before minors 1

Pet provisions in marital settlement agreements ... 3

Mengarelli v. Marquardt & ORAH Animal Hospital ... A different kind of settlement 5

Upcoming CLE programs 10



IF YOU'RE GETTING THIS NEWSLETTER BY POSTAL MAIL AND WOULD PREFER ELECTRONIC DELIVERY, JUST SEND AN E-MAIL TO ANN BOUCHER AT ABOUCHER@ISBA.ORG

Comments from the Chair

Continued from page 1

Our last all-day seminar took place on June 7, 2013, and we received an overall evaluation of 4.67 on a scale of 5 from our approximately 60 participants. The ISBA provided information to the ISBA councils that greater emphasis should be placed on studio presentations because attendance trends favor on-line delivery. Forty-one people attended the Pet Trust and Pet Power of Attorney studio session presented by Peter Canalia and Anna Morrison-Ricordati.

The newsletter included many topics of interest. Articles included: Pet Provisions in Marital Settlement Agreements, Mean Seeds, Urban Chicken-Keeping and Local Ordinances, Gov. Quinn signs the Anti-Tethering Law, No Strict Liability Under the Animal Control Act, Pet Lemon Law, and Bureaucratic Mismanagement of Wild Horse Herds. The newsletter also recognized Mr. Linscott Hanson's passing. Mr. Hanson was a well-known, innovator in Illinois, generous with his friendship and legal knowledge, and he was instrumental in the creation of the Illinois Pet Trust Act, which became law in 2004.

In 2014

1. We are going to continue working on the issues/topics described above that are not yet resolved: Barbed seed dangers, revision (rather than repeal) of the Animal Enterprise Terrorism Act, Reckless Owner legislation, and a Legislative Proposal modeled after ABA standards for the Care and Disposition of Disaster Animals. We will continue to work on various pieces of legislation as they come to our attention. Reckless owner legislation has most recently added a felony component for reckless conduct to an animal which occurs in the presence of a minor child (HB 3768). Also, HB 3767 would prevent killing companion animals by gas chamber.
2. The ABA has rescheduled the AETA repeal hearings until August of 2014, instead of the originally rescheduled February date. Obviously there is a lot more work to be done to accomplish the necessary revisions, and the Section anticipates being very active in helping to craft those revisions.
3. The ISBA has authored the ISBA Disaster Assistance Handbook for the public, and this document is on the ISBA Web site.

As an additional resource for the public, our section has been asked whether it is feasible to include a section on animals for this handbook. Our answer is yes—even though all of the counties within the states are not up to speed in this effort at this time. We believe that putting our focus on the accomplishments of organizations such as “Working with Lost Dogs Illinois” and “Lost Dogs of Wisconsin” to reunite dog owners with their lost dogs by providing outreach, tools and resources is an absolute first step we can take now. These two organizations have over 72,000 Facebook fans sharing and cross-posting lost and found dogs. The reality is that, in a disaster, a lost dog can be rescued by a Good Samaritan and taken to his home, or to a foster home. The animal may be picked up by Animal Control or taken to a public or private shelter. This means it can be very difficult for owners to even begin to find their misplaced pets when disaster strikes.

4. Ms. Morrison-Ricordati is preparing to present a Studio Session on Municipal Ordinances on Animals (to be presented in conjunction with the ISBA Municipal Law Section concerning local laws on animals, highlighting pet limits and species bans, spay/neuter mandates, breed discrimination, TNR bans, nuisance violations and other topics). She has many other topics to explore for future program ideas—Animal Laws in your Town, Animal Shelters and the Public, Veterinary Malpractice, FOIA and Animal Protection, and the Philosophical Underpinnings of Vegetarianism. Another very important topic for future videos would be exploring ways to help owners reunite with their pets following a disaster. Of course, not all pets are lost during a disaster, and such an educational video might also explore veneracious methods to recover lost or stolen pets, and the possibility of standardizing the procedures and coordinating with rescuers to enable individuals, governmental entities and rescue organizations to reunite animals with their rightful owners.
5. Law schools—we are continuing to recruit law school students from around the state to join our section while they are

still in law school. If you are aware of any upcoming events or animal law-focused activities at your alma mater, please let us know—we would like to recognize such activities and reach out to those law students with similar interests.

Like environmental law, animal law is an umbrella concept that covers many areas of law, including: cruelty statutes (criminal law), municipal ordinances (administrative law), veterinary malpractice and boarding/grooming injuries (civil law), wildlife and farm animal management (regulatory law), pet trusts (estate planning law), and questions of legal standing for animals (constitutional law). Animal law also covers all types of animals, ranging from companion animals to wildlife. Animals participate in entertainment, research, and agricultural activities. Our section gathers information on a wide variety of issues related to animals and animal law. We believe it is important to review and disseminate legal information that not only impacts the animal's lives but the lives of the people who are involved with them, as well.

The activities of the animal law section include the following topics, and we continue to work on them throughout 2014:

- Live and recorded CLE seminars to educate members of the bar (and the public) on laws, regulations, and court decisions dealing with various issues related to animal law;
- Monitoring developments in the animal law field, and the dissemination of topical information to members through newsletters and the list serve;
- Serving as a resource for the public, organizations, law school animal law groups, and governmental agencies that wish to obtain information or input about animal law issues;
- Evaluation of and recommendations regarding existing and proposed legislation and regulations in the animal law field; and
- Providing a forum for animal law attorneys to meet, exchange ideas, share best practices, and have a positive impact on the practice of law in this developing area.

I invite you to stay tuned and to stay in touch with us. ■

Pet provisions in marital settlement agreements

By Angela Peters

The parties, Jane and Jim, own the Cocker Spaniel dog, Spot, and they are going through a divorce. Both of the parties would like to keep Spot as their own, although they know that one of them will need to be Spot's owner. The other person would, therefore, be Spot's visitor. This doesn't make the "visitor" feel too warm and fuzzy. If they leave the decision up to the Judge, they may not like the result. Their attorneys tell them that pets are seen as property only, and that coming up with a schedule regarding time with Spot is out of the question if the Judge makes the decision. Therefore, they decide that they would like to work out a plan between themselves. They also understand that a judge may not enforce their schedule with Spot after they reach their agreement. However, they can work with a pet mediator to resolve any disputes regarding care and visitation. Pet mediators are available to work with pet disputes when the people in dispute are willing to work with them. Pet mediators and the parties' attorneys need to provide the structure that keeps the parties focused. From the beginning, the parties need to agree about what they see going forward into the future, and not simply focus on the moment in time when they are negotiating their pet agreement.

Jane and Jim decide that they will share their personal property interest in Spot, and outline the provisions of the agreement as follows:

Spot is the personal property of Jane, and will be in her possession, except for the agreed-upon alone time that Jim spends with Spot, once a month, set out below.

The parties will make decisions based on the concept of their joint ownership of Spot, although Jane is Spot's legal owner. This distinction is made in order for ultimate decisions to be made which may or may not be contemplated here.

Jim shall have his own time with Spot the first week of each month beginning on the first Sunday of the month at 9 am (when he will pick up Spot from Jane's house or another agreed upon location) through the second Sunday of the month at 5 pm (when Jim will drop Spot off at Jane's house or another agreed upon location).

Possession of Spot will not be relin-

quished to another person or entity unless and until Jim has been given the written right of first refusal to retain Spot as Jim's sole property. Jim will have 14 days in which to decide to exercise this right and will do so in writing. If Jim fails to respond in writing within the agreed upon 14-day notice, Spot can be placed elsewhere. Jim will be provided with the name and address of the party with whom Spot was placed. If the parties so choose, Jim and the new owner can enter into an arrangement involving Jim and Spot. Jane's primary personal property rights will be extinguished upon transfer of Spot to Jim or to a third party/entity.

While Spot is in the care and control of Jane or Jim, and under the terms of this agreement, each party agrees to be responsible to pay for and provide appropriate and sufficient food and water for Spot during their respective possession times with Spot.

Each party will keep the other fully informed of the other party's home, work and cell phone numbers, in addition to home or vacation address. A party may remove Spot from the home address on a temporary basis for vacation or other temporary situation, with the written permission of the other party. The notice and permission shall be sought 30 days before the vacation is planned, and if no agreement can be reached between the parties within 15 days, both parties agree to submit the question to a mediator for discussion and resolution.

Spot's veterinarian will continue to be Dr. _____ of (address). The parties have agreed to share equally in the cost and participation in the yearly veterinary care of Spot and any follow-up visits deemed necessary by Dr. _____. Each party will be provided the medical information from yearly visits for their files, for proof of vaccination and medical care.

While in their possession, both Jane and Jim agree to administer any medications prescribed by their veterinarian for the health and welfare of Spot.

If an accident occurs while Spot is in the possession of Jane or Jim, both parties agree to exercise the utmost care in providing emergency veterinary care for recovery. Both parties agree to alert the other at the earliest possible opportunity following an accident

ANIMAL LAW

Published at least four times per year.

Annual subscription rate for ISBA members: \$25.

To subscribe, visit www.isba.org or call 217-525-1760

OFFICE

Illinois Bar Center
424 S. Second Street
Springfield, IL 62701
Phones: 217-525-1760 OR 800-252-8908
www.isba.org

EDITOR

Melissa A. Maye
1100 Columbus St.
Ottawa, IL 61350

MANAGING EDITOR/ PRODUCTION

Katie Underwood
kunderwood@isba.org

ANIMAL LAW SECTION COUNCIL

Angela E. Peters, Chair
Hon. William E. Holdridge, Vice Chair
Stephen F. Hedinger, Secretary
Peter B. Canalia, Ex-Officio
Timothy Gutknecht
David H. Hopkins
Melissa A. Maye
Jane E. McBride
Anna E. Morrison-Ricordati
Heather T. Neaveill-Kramer
Elise A. VanKavage
Jane E. McBride, CLE Coordinator
Annemarie E. Kill, CLE Committee Liaison
Angelica W. Wawrzynek, Board Liaison
Lynne Davis, Staff Liaison

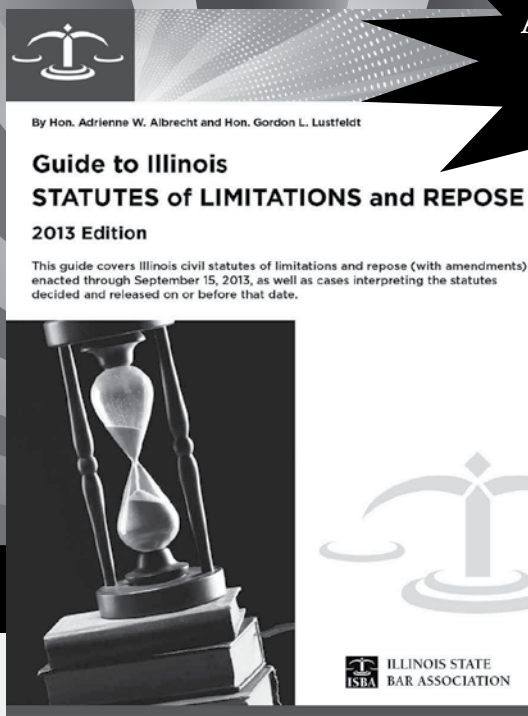
Disclaimer: This newsletter is for subscribers' personal use only; redistribution is prohibited. Copyright Illinois State Bar Association. Statements or expressions of opinion appearing herein are those of the authors and not necessarily those of the Association or Editors, and likewise the publication of any advertisement is not to be construed as an endorsement of the product or service offered unless it is specifically stated in the ad that there is such approval or endorsement.

Articles are prepared as an educational service to members of ISBA. They should not be relied upon as a substitute for individual legal research.

The articles in this newsletter are not intended to be used and may not be relied on for penalty avoidance.

Postmaster: Please send address changes to the Illinois State Bar Association, 424 S. 2nd St., Springfield, IL 62701-1779.

Don't Miss This Quick Reference Guide of Deadlines and Court Interpretations of Illinois Statutes!



A "MUST HAVE"
for civil
practitioners

Guide to Illinois STATUTES of LIMITATIONS and REPOSE 2013 Edition

The new Guide to Illinois Statutes of Limitations and Repose is here! It contains Illinois civil statutes of limitations and repose (with amendments) enacted through September 15, 2013. The Guide concisely brings together provisions otherwise scattered throughout the Code of Civil Procedure and other chapters of the Illinois Compiled Statutes. It also includes summaries of cases interpreting the statutes that were decided and released on or before September 15, 2013. Designed as a quick reference guide for practicing attorneys, it provides comprehensive coverage of the deadlines you can't afford to miss. The Guide includes a handy index organized by act, code, and subject, and also includes a complete table of cases. Written by Hon. Adrienne W. Albrecht and Hon. Gordon L. Lustfeldt.

Need it NOW?

Also available as one of ISBA's *FastBooks*.
View or download a pdf immediately using
a major credit card at the URL below.

FastBook price:

**Guide to Illinois
STATUTES of LIMITATIONS and
REPOSE - 2013 Edition**
\$32.50 Member / \$47.50 Non-Member

Order the new guide at
www.isba.org/store/books/guidetoillinoisstatutesoflimitation
or by calling Janice at 800-252-8908
or by emailing Janice at jishmael@isba.org

**GUIDE TO ILLINOIS STATUTES OF LIMITATIONS AND REPOSE
2013 EDITION**

\$35 Member/\$50 Non-Member (includes tax and shipping)



Illinois has a history of
some pretty good lawyers.
We're out to keep it that way.

and agree to make mutual decisions, where practicable, regarding Spot's care. Jane and Jim will keep each other abreast of accident care expenses, and will discuss and decide who will be responsible for payment of the medical expenses or share medical expenses as they will share medical expenses as they see fit.

Decisions about Spot's medical care will be made after discussions between Jane and Jim. The ultimate life or death decision-making for Spot will remain with Jane. Jane will make her best efforts to include Jim in these decisions.

If Spot is in an emergency situation, and Jane cannot be reached, Jim will have Jane's permission to act in the best interests of Spot based on all medical advice and information available. The parties trust that each will act

and make decisions in Spot's best interest.

Jane's and Jim's obligations for the care of Spot will end with the passing of Spot. Costs of end of life care and disposition of Spot's remains will be shared unless otherwise decided at the time by Jane and Jim.

Under the terms of this agreement, Jane and Jim agree to make all best efforts to resolve disagreements that may occur in their relationship under this agreement on their own. If this cannot be done, Jane and Jim agree to submit their disagreement to a mediator of their choice and for each of them to pay half the expenses of mediation to resolve their conflict.

Of course, the terms of the Agreement will depend on the circumstances of the parties and what they want to do. Attorneys need to consider provisions which in-

clude the sharing of expenses, health care decisions, end-of-life decisions and future changes in circumstances. For example, the parties should clarify what distance is acceptable for transfer of the pet, whether air travel is allowed, and how to share transportation responsibilities and expenses. If the parties have children, it is best that the pet(s) follow the children, of course. My hat off to other attorneys who also draft these Pet Agreements, namely Attorney Debra Vey Voda-Hamilton (speaker on pet mediation and author of "Trailblazing a New Way to Address Conflicts Between People Involving Animals") and Attorney Gina Calogero (argued successfully in *Houseman v. Dare*, 405 N.J. Super 538 (App. Div. 2009)) that family courts have jurisdiction in disputes over companion animals), for their input for us. Arf, Arf. ■

Mengarelli v. Marquardt & ORAH Animal Hospital ... A different kind of settlement

By Anna Morrison-Ricordati

On December 5, 2010, Michael and Heather Mengarelli were eager to bring their two Pomeranian dogs, Dolce and Lindsay, to the Holiday Open House hosted by their veterinarians at ORAH Animal Hospital (ORAH). There, the Mengarellis hoped to have Dolce and Lindsay photographed with "Santa Paws" for \$10, as had been advertised by ORAH in the weeks prior to the scheduled event.¹ However, as the Mengarellis entered the first set of doors to the veterinary clinic, a large, 150(+) lb. mastiff barreled through the second set of doors (separating the ORAH lobby from the entry vestibule), and grasped the Mengarellis' 5 lb. dog Dolce in its mouth.² Heather, who had entered with Dolce on leash, was shoved during the attack such that her sunglasses were knocked to the floor as the mastiff began violently thrashing Dolce.³ Michael, who was holding their other dog Lindsay (who had a heart condition and thus was not on a leash) wrestled with the mastiff. When Dolce was finally dropped from the mastiff's jaws, he scampered to the opposite corner of the vestibule, trailing blood and screaming in pain.⁴ Heather fell to her knees and screamed at the top of her lungs for help, while trying to comfort Dolce, whose

blood covered Heather's hands.⁵ The holiday scarf Dolce had been wearing for his photo was now in his mouth.⁶ Heather removed the scarf from Dolce's mouth, held him and cried.⁷ Only after an ORAH employee arrived and moved the mastiff from the vestibule into the lobby bathroom, did the ORAH employee return to take Dolce to a veterinarian for help.⁸ A large pool of blood remained in the spot where Dolce laid.⁹ The mastiff had lacerated Dolce's aorta.¹⁰ The ORAH veterinarians tried, but ultimately could not save Dolce.¹¹

The Mengarellis called the Montgomery Police for help,¹² but the responding officer dismissed the incident as a "civil" matter and refused to issue any citations to Angela Marquardt, the owner of the large mastiff.¹³ Despite admissions that the mastiff pulled her from the ORAH lobby (so strongly that it hurt her hand), through a set of doors, and into the entryway vestibule where the mastiff mauled Dolce, Ms. Marquardt claimed that she had control of her dog and was not liable.¹⁴ The veterinary clinic failed to place a staff member near the doors of its lobby even though it had invited all of its clients (over 2000) along with the general public to the photography event. The clinic, which

also failed to restrict the entry of dogs that were known to have vicious, dangerous, or other aggressive tendencies, disclaimed all liability.¹⁵

The Mengarellis experienced obvious emotional injuries during the attack, and further suffered for the loss of their dog, Dolce.¹⁶ Yet, the Mengarellis were left with no option but to file suit against Angela Marquardt and ORAH in the Kane County Circuit Court. Civil litigation, however, was ill-equipped to fully address the Mengarellis' damages and their hoped-for goals in bringing suit.

The Animal Control Act & Attacks on Companion Animals

The Illinois Animal Control Act addresses animal attacks on persons, but does not specifically address injuries to owned companion animals. 510 ILCS 5/16 reads:

Animal attacks or injuries. If a dog or other animal, without provocation, attacks, attempts to attack, or injures any person who is peaceably conducting himself or herself in any place where he or she may lawfully be, the owner of such dog or other animal is liable in civil damages to such person for the full amount of the injury proxi-

mately caused thereby.

(Source: P.A. 94-819, eff. 5-31-06).

While the Act is a powerful statutory tool for dog attacks to persons, the Act does not specifically address a litigant's damages for dog attacks on companion animals.¹⁷ For this reason, most litigants seek damages for the loss of his or her companion animal under common law theories of liability for property damage, personal injury and emotional distress.

Animal Valuation in Illinois—Property Damages

Animals, which still bear the antiquated designation of "property," differ drastically from other types of property, such as tables and chairs. For example, as sentient beings, laws exist to protect the well-being of animals, while there are no such similar laws to mandate the humane care and treatment of tables and chairs.¹⁸ For companion animals, where there often exists a strong human/animal bond, it should come as no surprise that a particular animal may have a much higher value to his or her owner than that same animal might have to a random purchaser.

In Illinois, damages for the negligent loss of a companion animal are determined by the "value to owner" standard. A plaintiff is required to prove actual value at trial. See *Anzalone v. Kragness*, 365 Ill.App.3d 365, 372 (1st Dist. 2005).

While Defendants disputed both Dolce's value to the Mengarellis and the extent of emotional damages available pursuant to *Anzalone*,¹⁹ the reasonableness of Dolce's high value was bolstered by several pieces of evidence. First, other ORAH clients (including defendant Marquardt and ORAH client(s) deposed as witnesses)²⁰ ascribed similar values to their own companion animals. In addition, ORAH profited by providing veterinary "care" and "treatment" to the companion animals of its clients.²¹ Over the seven years the Mengarellis used ORAH's services, they had spent thousands of dollars caring for their companion animals.²² However, in an attempt to devalue the Mengarellis' dog, the ORAH veterinarian claiming to have performed emergency procedures on Dolce after the fatal attack, testified to his beliefs (1) that companion animals are mere "property," and (2) that his services were akin to "oil changes" in a car.²³ When asked if he espoused these views to clients who love their companion animals and who pay a lot of money for veterinary

services, he stated, "No," because he is "smart," they [the clients] "wouldn't understand," and he didn't want to absorb the expenses of lawsuits for "emotional damages."²⁴

Negligence Based Actions—Personal Injury & Emotional Damage

While Illinois law does allow emotional damages for intentional harm to owned animals,²⁵ most dog attack cases do not involve intentional acts; thus, only negligence theories apply. Nonetheless, the Mengarellis undeniably were emotionally harmed by witnessing the attack *and* as a result of Dolce's death.

Defendants attempted to strike the Mengarellis' claims of negligent infliction of emotional distress, citing limitations on emotional damages for the negligent loss of a companion animal, and by alleging that the Mengarellis were not in the "zone of danger" during the attack. This attempt failed, because the Mengarellis' allegations included the fact that Michael and Heather were not only witness/bystanders to the brutal mauling of their dog, Dolce, but that they also were *direct victims* of the mastiff's attack—albeit to a far lesser degree than Dolce.²⁶ As direct victims, physically involved in the struggle resulting from the mastiff's attack on Dolce, the rules pertaining to "zone of danger" in NIED did not apply to the Mengarellis.²⁷ But even if the "zone of danger" rule had applied, a complaint that alleged that the plaintiffs (1) were in the "zone of danger," (2) had a reasonable fear for their own safety, and (3) suffered physical injuries or illness resulting from the alleged emotional distress²⁸ would have been sufficient.

The Mengarellis argued they were in the "zone of danger" by having specifically pled that they feared for their own safety.²⁹ Such fear would reasonably exist for anyone trapped by, and witness to, a bloody and brutal mauling by an uncontrolled dog.³⁰ The trial court, however, determined that, under the theory of NIED, the Mengarellis could only seek damages for their own fear and the fear for each other while Dolce was being brutally mauled. The trial court would not allow the Mengarellis' emotional damages for their independent fear for Dolce during or after the attack, nor could they seek damages for their fear that Lindsay (the Mengarellis' other dog, which had been carried due to her heart condition)³¹ would be harmed.

Reckless Actions—Dog Owner & Failure to Restrain

The Montgomery Police were wrong in claiming there was nothing they could do to help the Mengarellis. In fact, the Montgomery Ordinances specifically address dog attacks, including a definition for "dangerous animal," "penalties," and "companion animal attacks" as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Dangerous animal includes any animal that at any time has attacked or injured any human being, or another animal.

Sec. 4-2. Penalty.

Any owner of an animal or any other person who shall violate any of the provisions of this chapter shall, upon conviction, be punished as provided in section 1-10. This penalty shall be in addition to other penalties or remedies provided by this chapter.

Sec. 4-9. Dangerous animals.

- (a) No person shall own, keep or harbor a dangerous animal within the city unless the person shall keep such animal safely and securely confined so as to protect from injury any person who shall lawfully come upon the premises or be in the vicinity where such animal may be located. Adequate warning by signs or otherwise shall be given to persons coming lawfully upon the premises or being in the vicinity of such dangerous animals.
- (b) Any dangerous animal that attacks or injures any person or other animal within one year after a previous attack or injury is a public nuisance which may be abated in accordance with this chapter.
- (c) Any animal that without provocation attacks or injures any person who is peaceably conducting himself in any place where he may lawfully be is a public nuisance which may be abated in accordance with

this chapter.

(Ord. No. 983, § 1, 2-11-02)

That the Montgomery Police—for whatever reason - were unaware, unwilling, or not properly trained to enforce the Montgomery Ordinance against Angela Marquardt was unfortunate, especially where such an ordinance mandates an owner's responsibility for his or her animal's training and control, and serves to prevent similar attacks in the future. Police failure to intervene has been addressed by other courts, but it remains a discretionary action without consequence in many civil lawsuits.³²

In the *Mengarellis*' case, Angela Marquardt's awareness of her mastiff's propensity to harm other animals was disputed. Arguments were made in support of punitive damages because defendant Marquardt could have taken at least the following steps to have prevented the December 5, 2010 attack: (1) not bringing a dog with demonstrated aggressive tendencies to the open house; (2) failing to properly train the mastiff, including proper training for responses to verbal commands; and (3) enabling the development of training to address the dog's territorial and predatory aggression, among others.³³

However, the trial court refused to allow punitive damages against Defendant Marquardt, which made an alternative means to ensure that the mastiff could not harm others all the more important.

Reckless Actions –The Presence of Children & Other Small Animals

The *Mengarellis* argued that ORAH acted recklessly in hosting an event in which ORAH failed to warn its patrons of that aggressive dogs might be present, and that ORAH failed to advise its patrons of the attack when it occurred on December 5, 2010,³⁴ despite ORAH's knowledge that other clients would be in attendance, some with children and small animals.³⁵ While the *Mengarellis* sat in an ORAH exam room waiting for news regarding whether the attack on Dolce had been fatal, Heather remained in fear of the mastiff, who was "scratching, pounding, and barking" in the lobby bathroom.³⁶ The dog had been placed there by an ORAH employee without warning any others of the danger the mastiff presented.³⁷

Additionally, the front double doors, which led to the vestibule and a second set of double doors that led to the lobby, were

the *only* entryway accessible to the over 2000+ invited clients and public guests. The importance of the entryway and lobby was noted by Plaintiffs' expert in her March 18, 2013 report.³⁸ Also, ORAH was unable to disclaim knowledge of the lobby's importance where Dr. Flieg, ORAH's owner, admitted that other acts of animal violence had occurred at this location (Ex. 8, p. 136), and commented on the proper handling of aggressive dogs in the lobby.³⁹

ORAH admittedly did not use any of its "systems in place" to identify aggressive dogs at the December 5, 2010, Open House.⁴⁰ No one was monitoring the entrance.⁴¹ Indeed, the use of such systems for typical, everyday operating procedures arguably revealed that ORAH was well-aware of its duty to protect against the reasonably foreseeable danger that occurs when encountering an aggressive dog at ORAH's facility, evidencing its willful and reckless disregard for dog attacks. The absence of such systems during the open house at the December 5, 2010 event was disconcerting.

ORAH placed no restrictions in the invitations sent to its clients, its e-mail blast, its mailings, or its public banner, and had no signs restricting entry at the premises.⁴² The *Mengarellis* argued that ORAH was in a unique position of knowing its own clients and even had the means to identify aggressive dogs, which were noted on client files or with "pop ups" on the computer,⁴³ but ORAH failed to separately and specifically advise any of its clients—including those with known aggressive/dangerous tendencies—not to attend with their animals.⁴⁴ The *Mengarellis* argued that all of these acts were made in reckless disregard for the safety of open house attendees.⁴⁵

According to Plaintiffs' expert report, ORAH could have taken the following steps at little or no cost: (1) limiting or controlling the number of people who attended the event; (2) utilizing guidelines for proper dog control; (3) excluding aggressive dogs; and (4) stationing a person near the entry way.⁴⁶ However, the trial court refused to allow punitive damages against ORAH, which made an alternative means to ensure ORAH face some level of accountability while maintaining the transparency of ORAH's actions all the more important to avoid repeating the events of December 5, 2010.

Elements of a Successful Settlement

As in all disputes, the needs and wants of

the parties may be gained only through the available legal remedies. For animal cases, the current remedies often fail to directly address the matters most important to plaintiffs. Nonetheless, a successful resolution may be achieved in a negotiated settlement.

First, all trials are risky. The venue, judge and jury pool pose even greater concerns when seeking discretionary remedies involving animals. While *Anzalone* was monumental in establishing the application of "actual value" vs. "market value," an anticipated award is not guaranteed, and a plaintiff's case rests with the trier of fact. For example, a rural farmer may not acknowledge the higher value of an emotional bond with a companion dog when compared to the market value he or she ascribes to livestock or other property. Alternatively, an unmarried urban condo dweller may place an unexpectedly high monetary value on the loyalty and companionship of an animal akin to that of his or her much pampered companion cat. This relatively recent and unknown value is often enough to encourage all parties to at least consider settlement as an option.

Second, a successful trial—in most cases—can only result in a monetary award. The lack of apology or concern, coupled with the freedom of the parties to do as they wish after their insurance providers have paid for the case, can be enough to incentivize a highly favored plaintiff to take a lower monetary settlement, when coupled with an agreement for specific future actions by a defendant.

Third, a non-confidential agreement can encourage settlement where a plaintiff will accept defendant's minimal responsibility to maintain the right to promote change by telling his or her story in the context of the litigation. This also encourages a defendant who is unconcerned with the publicity of unresolved accusations or a high dollar verdict, and merely seeks to avoid the expense of trial while allowing his or her insurance company to pay only a small sum to resolve the matter entirely.

In the *Mengarelli* case, regardless of the amount, a monetary award alone would not have sufficed.⁴⁷ The parties reached a settlement only where Defendant Marquardt (owner of the large mastiff) agreed to (1) the payment of \$14,000.00; (2) to muzzle the mastiff at all times in public; (3) to obtain professional dog training for the mastiff; and (4) to ensure compliance could be enforced

in the Circuit Court of Kane County (including monetary fines per offense & attorneys' fees if proven). Here, Defendant Marquardt was able to pay the Mengarellis an amount less than they may have achieved at trial, because the Mengarellis' concerns for the safety of other dogs and the emotional trauma for other persons who might face the same situation were met. This agreement was necessarily non-confidential once the matter was resolved with defendant ORAH.

As for ORAH, which undoubtedly would have disputed the validity of any award following a successful jury verdict, a non-confidential settlement for the lesser amount of \$5,000.00 allowed the Mengarellis to publicly discuss their concerns, while similarly avoiding the expense of a protracted trial and appeal. It would also allow a public discussion of highly relevant issues—including animal valuation—in the context of veterinarians who directly profit from the emotional bonds shared with companion animals, yet disclaim the monetary value of this bond when faced with liability.

The Case For Negligent Emotional Distress Damages

Beyond being an example of an effective settlement, the *Mengarelli* case highlights a need for change. Whether through common law or legislation, animals are clearly part of the modern day family, and emotional distress damages are undeniable where a companion animal has been negligently injured or killed. That the laws do not fully address these damages in the context of negligent acts in no way lessens the emotional damages felt by an aggrieved party. It simply points to the hypocrisy of enabling a negligent offender to profit from our close emotional bonds with animals, while escaping the full scope of liability that cannot be tolerated in a fair judicial system. It is this author's sincere hope that the *Mengarelli* case will prompt further discussion within the animal law community. ■

1. 09/18/12 Dep. of Linda Fleig, p. 80-01; 08/23/12 Dep. of Mike Mengarelli, p. 100-101; 08/23/12 Dep. of Heather Mengarelli, p. 86-87.

2. 08/23/12 Dep. of Heather Mengarelli, p. 80-88.

3. 08/23/12 Dep. of Heather Mengarelli, p. 117.

4. 08/23/12 Dep. of Heather Mengarelli, p. 83-85.

5. 08/23/12 Dep. of Heather Mengarelli, p. 95; 08/23/12 Dep. of Mike Mengarelli, p. 100.

6. 08/23/12 Dep. of Heather Mengarelli, p. 86-

87; 08/23/12 Dep. of Mike Mengarelli, p. 100.

7. 08/23/12 Dep. of Heather Mengarelli, p. 86-87; 08/23/12 Dep. of Mike Mengarelli, p. 100.

8. 08/23/12 Dep. of Heather Mengarelli, p. 86-87, 127; 08/24/12 Dep. of Angela Marquardt, p. 60.

9. 08/23/12 Dep. of Heather Mengarelli, p. 87; 08/23/12 Dep. of Mike Mengarelli, p. 34.

10. 08/28/12 Dep. of Joel Huffman, p. 83.

11. See, 09/27/12 Lisa Gruhlke, p. 175:23-176:6, but see 08/28/12 Joel Huffman, p. 74:14-85:18.

12. See, Plaintiffs' Response to ORAH's Motion for Summary Judgment, p. 9. ORAH's owner felt no duty to report the attack to police (09/18/12 Dep. of L. Fleig, p. 53-54), despite the statutory language found in both the Montgomery Ordinance (dog attacking or injuring any human being or other animal) and Kane County Ordinance (dog posing a serious and unjustified imminent threat of serious physical injury or death to a person or companion animal) that would deem the mastiff "dangerous." 10/15/12 Dep. of J. Ciribassi, p. 144-147.

13. 11/01/12 Dep. of Officer Bertolotti, (not transcribed); 08/28/12 Dep. of Joel Huffman, p. 99.

14. 08/24/12 Dep. of Angela Marquardt, p. 56-57; 09/27/12 Dep. of Lisa Gruhlke, p. 129; .

15. 08/24/12 Dep. of Linda Fleig, p. 102-109; 09/27/12 Dep. of Lisa Gruhlke, p. 44:13-47:17, 59:1-62:21, 149:10-152:23, 195:19-196:21

16. 02/07/12, Pl. 2nd Am. Cmpl.

17. While it could be argued that the language of 510 ILCS 5/16 incorporates emotional distress for the injury to any person following an attack leading to the death of that person's companion animal, trial courts have been reluctant to apply an expansive reading where companion animals are not specifically mentioned and damages for other animals are directly addressed in other sections of the Act. See, 510 ILCS 5/19 (addressing damage to livestock).

18. See, e.g., Illinois Humane Care for Animals Act, 510 ILCS 70; Federal Animal Welfare Act, USC, Title 7, Ch. 54, among others.

19. See, Property Damages Jury Instruction given in *Anzalone v. Kragness* on April 24, 2007, Case No. 05 L 5887, in the Circuit Court of Cook County, "The damage to property, determined by the actual value to the owner immediately before the occurrence. This may include loss of companionship and loss of sentimental value. You may consider the length of time the plaintiff owned the property before it became damaged. You may exclude the purchase price as a basis for valuation, if the sum does not really reflect the value of the destroyed property. Whether any of these elements of damages has been proved by the evidence is for you to determine."

20. During the October 14, 2012 deposition of witness and ORAH client Sharon Northup, Ms. Northup indicated an assessment like Dr. Huffman's would negatively impact her decision to use a particular veterinarian who held such views (not transcribed); 08/24/12 Dep. of Angela Marquardt, p. 31-32.

21. 08/24/12/12 Dep. of Linda Fleig, p. 163-165 (refusal to answer questions pertaining to ORAH profits).

22. 08/23/12 Dep. of Heather Mengarelli, p. 47-49.

23. 08/28/12 Dep. of Joel Huffman p. 133:1-9..

24. See, 08/28/12 Joel Huffman p. 133:10-136:9, 137:22-142:14. Despite Dr. Huffman's 'legal' assessment, Illinois courts have determined that a trier of fact may consider the owner's emotions as a component of a plaintiff's claim for damages. See *Anzalone v. Kragness*, 356 Ill.App.3d 365, 370-372 (1st Dist. 2005); *Shoop v. Daimler Chrysler Corp.*, 371 Ill.App.3d 1058, 1064 (1st Dist. 2007) (distinguishing the "diminished value" of truck purchaser's property damages from "sentimental or emotional damages resulting from the wrongful death of a family pet" in other cases); see also *LaPorte v. Associated Independents, Inc.*, 163 So. 2d 267, 268-69 (Fla. 1964) (dog owner permitted to recover, as part of damages, for the owner's mental suffering at the killing of her dog).

25. See, e.g., 510 ILCS 70/16.3, Illinois Humane Care for Animals Act.

26. 10/12/11, Pl. 2nd Am. Cmpl. ¶¶ 58-59.

27. See *Corgan v. Muehling*, 143 Ill.2d 296, 302, 305-309, 312 (1991) (zone-of-danger rule does not apply to a direct victim who allegedly suffered emotional distress and it was not necessary to allege physical injury); *Hayes v. Illinois Power Company*, 225 Ill.App.3d 819, 824-25 (4th Dist. 1992); *Campbell v. Robinson*, 2007 WL 1765558 (Del. Super., June 19, 2001) (allowing negligent infliction of emotional distress where a dog has attacked).

Illinois case law states the "zone of danger" rule does not apply where emotional distress is a foreseeable consequence of the injuries sustained by the Plaintiffs. The Illinois Supreme Court recently addressed the issue emotional distress in *Clark v. Children's Memorial Hospital*, 353 Ill.Dec. 254 (2011), wherein the parents in a wrongful birth case were not required to prove "zone of danger" on a theory of negligent infliction of emotional distress. In allowing the plaintiffs' claims for negligent infliction of emotional distress, the *Clark* Court commented that the "physical manifestation" and "zone of danger" rules should not be used to reject the mental distress damages of plaintiff victims any more than they would in a case of libel or invasion of privacy where a plaintiff's emotional distress was a foreseeable element of damages for a personal tort. *Id.* at 260 ¶ 17, 274, ¶ 101, 276 ¶ 107, 279 ¶ 125.

28. See *Rickey v. Chicago Transit Authority*, 98 Ill.2d 546 (1983).

29. 10/12/11, Pl. 1st Am. Cmpl. ¶¶ 85-86.

30. 10/12/11, Pl. 1st Am. Cmpl. ¶¶ 15-20, 82-83, 85-86.

31. 08/23/13 Dep. of Heather Mengarelli, p. 80.

32. See *O'Keefe v. Hagan*, 2012 Ill. App. Unpub. LEXIS 796; 2012 IL App (4th) 110425-U, concurring opinion of Justice Appleton, *14 "Of course, it must first be noted that this matter need not have reached the stage of litigation had either the Girard police officer or the Macoupin County animal control officer exerted some effort to restore Boomer to his rightful legal owner, which is something I believe most police officers would have done, rather than washing his or her hands of the situation because 'it's a civil matter'" (emphasis added).

33. 03/18/13, Expert Report of Linda Case, p. 2-5.

34. 08/24/12 Dep. L. Fleig, p. 51.

35. 08/24/12 Dep. L. Fleig, p. 37.

36. 08/23/12 Dep. of H. Mengarelli, p. 153. On December 5, 2010, ORAH exhibited little concern

for the Mengarellis themselves (asking only the owner of the mastiff if she needed help (09/27/12 Dep. of L. Gruhlke, p. 126, 198-200), while failing to even offer such help to the Mengarellis (08/29/12 Dep. of Peggy Reed, p. 167-168). Thereafter, ORAH employees acknowledged anger at the Mengarellis—the victims in this case - because they had discussed the attack with members of the press. 08/29/12 Dep. of Annette May, p. 99-100.

37. *Id.*

38. 03/18/13 Expert Report of Linda Case, p. 6.

39. “ If there was a dog that was coming through as aggressive, yes. You would tell the owners that are there to move dogs aside we’re going to bring a dog in that’s aggressive so we can direct it right into an exam room, 08/24/12 Dep. L. Fleig, p. 123-124. [. . .] Other than, you know, if they are aggressive to other animals, but not the people. And then we do have dogs like that come into the clinic. And w[ith] those, we just make sure, you know, the lobby is empty.” 09/18/12 Dep. of L. Fleig, p. 64.

40. 09/27/12 Dep. of L. Gruhlke, p. 161, 207;

08/29/12 Dep. of P. Reed, p. 71-72; 08/28/12 Dep. of D. Distajo, p. 60.

41. Despite the presence of at least eighteen (18) paid staff and four (4) unpaid veterinarians on December 5, 2010, (09/27/12 Dep. of L. Gruhlke, p. 55), no one was assigned to monitor the front door, vestibule or the entrance to the lobby (09/27/12 Dep. of L. Gruhlke, p. 161); 09/27/12 Dep. of L. Gruhlke, p. 10, 39, 47, 161, ex. 2.

42. 09/27/12 Dep. of L. Gruhlke, p. 47; *Ex. 8*, p. 95-96).

43. 08/24/12 Dep. L. Fleig, p. 94.

44. 08/24/12 Dep. L. Fleig p. 95-96.

45. *See Bresland v Ideal Roller & Graphics Co.*, 150 Ill. App. 3d 445, 458 (1st Dist. 1986) (“We note that where an act is performed with intent or with conscious disregard or indifference for the consequences when the known safety of other persons is involved, even constructive knowledge concerning those persons is sufficient for a finding of willful and wanton misconduct”) (emphasis added). While Defendant ORAH singularly focused on the loss of Plaintiffs’ pet dog as a rea-

son for denying punitive damages (Def. Resp. p. 4 ¶1 & 5 ¶1), Illinois Courts do not restrict cases involving damages to property with sentimental or aesthetic value to only compensatory relief. *See Roark v. Musgrave*, 41 Ill. App. 3d 1008, 1014-1015 (5th Dist. 1976) (determining that “[i]t may also be true that defendant was not malicious in the taking of timber from plaintiff’s land,” but holding “that there was sufficient evidence of aggravating circumstances to support the award of punitive damages in defendant’s failure to make any real attempt to ascertain the boundaries of the property from which he was to cut trees”). Defendant ORAH nonetheless admitted that the law on pets in Illinois is “abundantly clear” in their acceptance of the determinations in *Anzalone* and *Jankoski*, which cases were cited by Plaintiffs.

46. 03/18/13, Expert Report of Linda Case, p. 5-7.

47. 07/29/13 Settlement Agreement (Mengaralli & Marquardt); 08/16/13 Settlement Agreement (Mengaralli & ORAH)

Two great family law titles at one low price!



Now get the ISBA’s must-have Family Law Handbook and our Illinois Domestic Relations Statutes together at 20% off the list price! The Family Law Handbook, comprehensively updated in 2011, covers nearly everything general practitioners and others who handle family law matters need to know. And the Domestic Relations Statutes book (2013 edition, current through December 2012) is an easy-to-carry compendium of key family law statutes that no domestic relations lawyer should be without.

This is a limited-time offer, so order today!

Order at www.isba.org/store/books/familylawcombo
or call Janice at 800-252-8908 or email Janice at jishmael@isba.org
\$84 Members/\$120 Non-Members (includes tax and shipping)
FastBooks prices: \$81.50 Member/\$117.50 Non-Member

Upcoming CLE programs

To register, go to www.isba.org/cle or call the ISBA registrar at 800-252-8908 or 217-525-1760.

March

Tuesday, 3/4/14- Webinar—Introduction to Fastcase Legal Research. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 1:00.

Tuesday, 3/4/14- Live Studio Webcast—Criminal Dispositions Without a Conviction! Presented by the ISBA Committee on Corrections and Sentencing. 3:30-4:30.

Tuesday, 3/4/14- Teleseminar—Employment Agreements, Part 1. Presented by the Illinois State Bar Association. 12-1.

Wednesday, 3/5/14- Teleseminar—Employment Agreements, Part 2. Presented by the Illinois State Bar Association. 12-1.

Thursday, 3/6/14- Webinar—Advanced Tips to Fastcase Legal Research. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 1:00.

Thursday, 3/6- Friday, 3/7/14- Chicago, ITT Chicago-Kent School of Law—13th Annual Environmental Law Conference. Presented by the ISBA Environmental Law Section. 8:30-4:45 with reception from 4:45-6; 8:30-1:30.

Tuesday, 3/11/14- Webinar—Boolean (Keyword) Searches on Fastcase. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 1:00

Tuesday, 3/11/14- Live Studio Webcast—Game On- What's Happening in the Illinois Gaming World. Presented by the ISBA Local Government Section. 11-1.

Tuesday, 3/11/14- Live Studio Webcast—Municipal Animal Ordinances. Presented by the ISBA Animal Law Section. 2-4.

Tuesday, 3/11/14- Teleseminar—Planning with Special Needs Trusts. Presented by the Illinois State Bar Association. 12-1

Thursday, 3/13/14- Chicago, ISBA Chicago Regional Office—Litigating, Defending, and Preventing Employment, Housing and Public Accommodation Discrimination Cases: Practice Updates and Tips Concerning the Illinois Human Rights Act. Presented

by the ISBA Human Rights Section; co-sponsored by the ISBA Labor and Employment Section. 9-4.

Thursday, 3/13/14- Live Webcast—Litigating, Defending, and Preventing Employment, Housing and Public Accommodation Discrimination Cases: Practice Updates and Tips Concerning the Illinois Human Rights Act. Presented by the ISBA Human Rights Section. 9-4 (morning, afternoon or full session offered).

Thursday, 3/13/14- Teleseminar—Diligence in Business Transactions. Presented by the Illinois State Bar Association. 12-1.

Friday, 3/14/14- Fairview Heights, Four Points Sheraton—Spring 2014 DUI & Traffic Law Conference. Presented by the ISBA Traffic Law Section. All day.

Friday, 3/14/14- Chicago, ISBA Chicago Regional Office—Medical Malpractice Seminar. Presented by the ISBA Tort Law Section. 8:30-4:30.

Tuesday, 3/18/14- Live Studio Webcast—City Dogs- Dog Complaints, Shootings & Other Issues Arising in Urban Environments. Presented by the ISBA Animal Law Section. 2-4.

Tuesday, 3/18/14- Teleseminar—“Crowd-funding” in Business Ventures: Raising Capital from the Public. Presented by the Illinois State Bar Association. 12-1.

Thursday, 3/20/14- Teleseminar—Employment Law Torts in the Workplace. Presented by the Illinois State Bar Association. 12-1.

Friday, 3/21/14- DeKalb, Northern Illinois University—From Myra Bradwell to Us: Rise Up and Reach Back. Presented by the ISBA Committee on Women and the Law. 3-5pm program; 5-7 reception.

Tuesday, 3/25/14- Chicago, ISBA Chicago Regional Office—Master Series: The Cybersleuth's Guide to the Internet: Super Search Engine Strategies and Investigative Research. Presented by the Illinois State Bar

Association. All day.

Tuesday, 3/25/14- Live Webcast—Master Series: The Cybersleuth's Guide to the Internet: Super Search Engine Strategies and Investigative Research. Presented by the Illinois State Bar Association. 9-4:15

Tuesday, 3/25/14- Teleseminar—Designing and Drafting GRATS in Estate Planning. Presented by the Illinois State Bar Association. 12-1.

Wednesday, 3/26/14- Teleseminar—LIVE REPLAY: Joint Ventures in Business, Part 1. Presented by the Illinois State Bar Association. 12-1.

Thursday, 3/27/14- Teleseminar—LIVE REPLAY: Joint Ventures in Business, Part 2. Presented by the Illinois State Bar Association. 12-1.

Friday, 3/28/14- Chicago, ISBA Chicago Regional Office—Master Series: The Uniform Commercial Code Made Easy: A Groundbreaking Approach to Incorporating the UCC into Your Practice. Presented by the Illinois State Bar Association. All day.

Friday, 3/28/14- Live Webcast—Master Series: The Uniform Commercial Code Made Easy: A Groundbreaking Approach to Incorporating the UCC into Your Practice. Presented by the Illinois State Bar Association. All day.

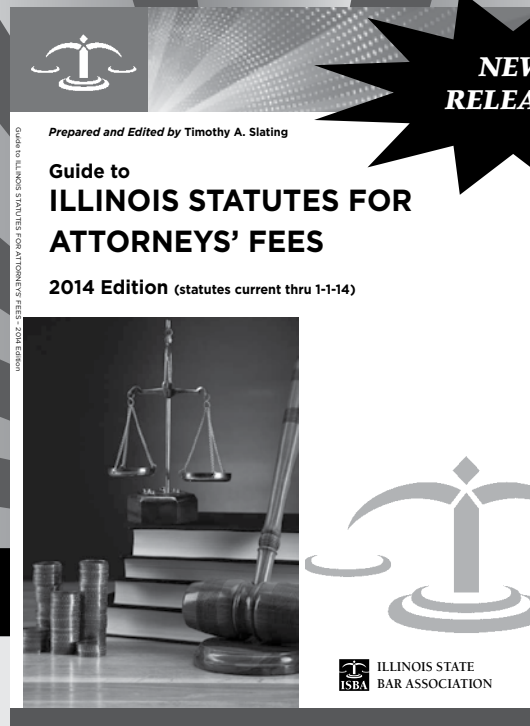
Friday, 3/28/14- Quincy, Quincy Country Club—General Practice Update 2014: Quincy Regional Event. Presented by the ISBA General Practice Section; co-sponsored by the Adams County Bar Association. 8:15am-5pm.

April

Tuesday, 4/1/14- Teleseminar—Planning and Drafting Revocable Trusts. Presented by the Illinois State Bar Association. 12-1.

Thursday, 4/3/14- Chicago, ISBA Chicago Regional Office—Exempt Offerings: Regulation D to Crowdfunding. Presented by the Business and Securities Law Section. 9-11:30am. ■

ARE YOUR FEES RECOVERABLE? Find out before you take your next case.



GUIDE TO ILLINOIS STATUTES FOR ATTORNEYS' FEES

2014 Edition
(statutes current thru 1-1-14)

The new edition of this essential guide lists all provisions in the Illinois Compiled Statutes that authorize the court to order one party to pay the attorney fees of another. No matter what your practice area, this book will save you time – and could save you and your clients money!

In the 2014 edition you'll find new and updated listings on recoverable fees under the Uniform Commercial Code, Collection Agency Act, Public Aid Code, Code of Criminal Procedure, Code of Civil Procedure, Health Care Services Act, Labor Dispute Act, and many other statutes. This easy to use guide is organized by ILCS Chapter and Act number, and also includes an index with an alphabetical listing of all Acts and topics. It's a guide no lawyer should be without.

Need it NOW?

Also available as one of ISBA's *FastBooks*.
View or download a pdf immediately using
a major credit card at the URL below.

FastBooks prices:

**Guide to Illinois Statutes for Attorneys'
Fees - 2014 Edition**

\$35.00 Members/\$50.00 Non-Members

Order at www.isba.org/store
or by calling Janice at 800-252-8908
or by emailing Janice at jishmael@isba.org

Guide to Illinois Statutes for Attorneys' Fees - 2014 Edition

\$37.50 Members/\$52.50 Non-Members
(includes tax and shipping)



Illinois has a history of
some pretty good lawyers.
We're out to keep it that way.


ANIMAL LAW

ILLINOIS BAR CENTER
SPRINGFIELD, ILLINOIS 62701-1779

FEBRUARY 2014

VOL. 5 NO. 3

Non-Profit Org.
U.S. POSTAGE
PAID
Springfield, Ill.
Permit No. 820



**Think you can't get
much for \$25 these days?**

THINK AGAIN.

ISBA section membership reaps big rewards for a small investment. Go to www.isba.org/sections and click on any section's prospectus to see what the group accomplished last year.