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A Monthly Legal Newsletter from

Querrey & Harrow

June 2010

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Insurance Coverage Update: Made in China, But Still No Coverage

By: Michele T. Oshman - Chicago office

The Seventh Circuit recently determined when an "accident" occurs to trigger coverage under an occurrence-based policy in a case involving coverage for claims arising out of toys made in China that contained lead. The case of *ACE American Ins. Co. v. RC2 Corp., Inc.*, 600 F.3d 763 (7th Cir. 2010), was a case of first impression on that issue under Illinois law. Policyholder RC2 Corporation and related entities ("RC2") were insured under several commercial general liability policies issued by ACE American Insurance Company ("ACE") effective starting on August 1, 2003, and in effect until November 1, 2007. The policies excluded coverage for occurrences that took place in the United States. The district court found that there was a potential for coverage because, although the injuries occurred in the United States, some of the allegedly negligent acts of manufacturing the toys that caused the harm took place in another country. ACE appealed the decision, resulting in the subject Seventh Circuit opinion.

RC2 designed, produced and marketed toys based on the "Thomas the Tank Engine" series on children's public television. In June 2007, RC2 recalled certain wooden railway trains and train sets that had been manufactured in China between 2005 and 2007 because they contained lead in their paint. Numerous class actions lawsuits against RC2 ensued in 2007, alleging that the toys were negligently manufactured and tested. The opinion does not detail the nature of the underlying claims, including whether they involved "bodily injury" or "property damage," but the nature of the claims does not affect the outcome of the decision.

RC2 maintained two lines of coverage, one set of policies covering occurrences within the United States and a separate set of policies insuring against occurrences outside the country. RC2 tendered the underlying class action claims to both lines of insurance, but the domestic policies contained an exclusion for injuries arising out of lead paint and thus had no coverage obligations. ACE also denied coverage under the international policies, asserting that the occurrences took place in the United States. ACE filed a declaratory judgment action seeking a declaration that it had no duty to defend or indemnify RC2 in the toy claims, and RC2 counterclaimed against its insurer. The policies agreed to pay sums the insured became legally liable to pay as damages because of "bodily injury" or "property damage" that occurred during the policy period and within the "coverage territory."

Querrey & Harrow Sponsors Orland Township Scholarship Foundation

Querrey & Harrow was a proud sponsor of the 2010 Orland Township Scholarship Foundation. Ninteen scholarships were given to Orland Township high school seniors who met the criteria such as leadership skills, commitment to community service, academic focus, extracurricular activities and recommendations from school representatives and volunteer supervisors. Scholarships ranged from $500 to $2,000, with a total of $15,000 being awarded.

"Orland Township is committed to the acknowledgment of our youth, who set examples of leadership through their commitment to school and community." said Chicago shareholder and Orland Township Supervisor **Paul O'Grady**.

An "occurrence" was essentially defined as "an accident" and "coverage territory" was defined to include anywhere in the world excluding the United States of America and its territories and possessions. Thus, if an accident resulting in "bodily injury" or "property damage" took place outside the United States, there could be coverage. The district court ruled on cross-motions for summary judgment that, because the negligent manufacture of the products had taken place in China, which was within the "coverage territory," the policies potentially provided coverage and ACE had a duty to defend RC2. The parties then settled the indemnity claims, leaving only the duty to defend issue for appeal.

The issue on appeal became how a court should determine the location of the "occurrence" that triggers the coverage, in order to determine whether the "accident" in the case occurred within the "coverage territory." ACE argued that the term "accident" already had an established meaning under Illinois law, citing *Great American Ins. Co. v. Tinley Park Recreation Commission*, 124 Ill.App.2d 19 (1st Dist. 1970). That case involved a policy taken out by a town recreation commission to cover the risks of operating a carnival and fireworks display. After the fireworks display, the clean-up crew did not find some unexploded fireworks. A young boy found two of them, and took them home where they exploded a day later, causing injury. The policy had expired at 12:01 a.m. the day of the explosion, and thus was not in effect when the child was injured. The town tendered the claim and the insurer denied coverage and filed a declaratory judgment action.

The insured town argued that there was coverage because the clean-up crew's negligence in missing the unexploded fireworks, which caused the injury, occurred during the policy period. The town reasoned that the policy covered damages "because of bodily injury … caused by accident" and, since there was a cause and effect relationship between the accident and the injury, there is coverage whenever the negligent acts that were the proximate cause of the injury took place during the policy period. The court in *Tinley Park* rejected the equation of the terms "negligent act" and "accident" and held instead that an accident does not occur for coverage purposes until "all factors of which [the accident] is comprised combine to produce the force which inflicts injury." 124 Ill.App.2d at 23.

In further support of its position, ACE proffered *Cobbins v. General Accident Fire & Life Ins. Corp.*, 53 Ill.2d 285 (1972), another fireworks case, which decided when an "accident" occurred in a premises liability context. There, a store illegally sold sparklers to an underage boy, who was injured when he used them at his home. The store's policy excluded coverage for accidents occurring away from the named insured's premises. The Illinois Supreme Court held that the policy excluded coverage, stating that a reasonable interpretation of the term "accident," "clearly implies a misfortune with concomitant damage to a victim, and not the negligence which eventually results in that misfortune." *Cobbins*, 53 Ill.2d at 293. (Additional citation omitted.)

Q&H Shows Its Chicago Blackhawk Pride During Stanley Cup Run

Tossing the suits and ties aside in favor of Blackhawk Red, Black and White, Q&H attorneys and staff proudly wore their Blackhawks best each Friday through the Stanley Cup playoffs. The firm is proud of the Blackhawks' great season and happy to report that, despite all the hockey uniforms sported in the halls of the firm, no teeth were lost and all the fighting was limited to the courthouses.

The Seventh Circuit, in discussing the cases cited by ACE, noted that the *Tinley Park* and *Cobbins* decisions comported with the general approach most courts take when determining the location of an "occurrence," citing *CACI International, Inc. v. St. Paul Fire & Marine Ins. Co.*, 566 F.3d 150 (4th Cir. 2009) (finding no coverage for claims arising out of torture at Iraqi prisons where policy territory was limited to the United States, even though some negligent supervision occurred within the U.S.).

In opposition, RC2 argued that an "occurrence" takes place where any antecedent negligent acts that caused the harm took place. RC2 cited a line of Illinois cases upholding the "cause theory" in looking at the "occurrence" issue. These cases, including *Nicor, Inc. v. Associated Electric and Gas Ins. Services Ltd.*, 223 Ill.2d 407, 420 (2006) and *U.S. Gypsum Co. v. Admiral Ins. Co.*,268 Ill.App.3d 598, 649 (1st Dist. 1994), hold that a court should look to the underlying cause of the harm to determine the number of occurrences at issue in the case. RC2 theorized that because Illinois has adopted the cause theory, and because the relevant negligence occurred in China, the "occurrence" also took place in China. The Seventh Circuit, however, rejected that argument. It found that while the cause theory is used to determine the number of occurrences, it has never been used to determine where an occurrence took place, and was thus not relevant to the case at bar. The Seventh Circuit held that the policies clearly provided that, "the 'occurrence' that triggers coverage takes place where the actual event that inflicts the harm takes place." *ACE American Insurance v. RC2 Corp., Inc.*, 600 F.3d at 763, 769 (7th Cir. 2010). The Seventh Circuit found that based on the undisputed record in the case, the "occurrence" happened at the location of the exposure to the lead paint, which was within the United States. *Id.*

Q&H Suburban Office Attorneys Complete Not Guilty "Hat Trick"

Congratulations to Q&H's suburban offices for scoring three trial wins in recent weeks. In the first case, Wheaton office shareholder **Lissa Hamer** obtained a not guilty verdict for client who rear-ended the plaintiff at a stop sign. The plaintiff subsequently underwent a cervical fusion with specials of approximately $98,000. Lissa was able to successfully cross-examine the treating surgeon that the plaintiff had prior complaints before the accident, even though he testified that the accident aggravated her condition to the point of surgery being needed. Lissa's expert witness testified there was no evidence of acute injury. The plaintiff asked for a verdict of $180,856 and the jury returned a verdict of not guilty in less than 10 minutes.

In the second case, Joliet office shareholder **Janet Farmans** obtained a not guilty verdict representing defendant/home owners in a premises liability case where the plaintiff, a woman contracted to provide cleaning services at their home, fell down a flight of stairs when exiting the residence. Plaintiff's expert contended that the defendants were negligent in placing a non-slip resistant rug at the landing to the stairwell, providing poor lighting conditions and failing to install a hand rail to the stairwell. Plaintiff suffered injuries to her right elbow, requiring four surgeries, ultimately resulting in a complete elbow replacement. Plaintiff's disclosed medical specials totaled over $230,000 and wage loss over $34,000. Plaintiff's sought over $850,000 at the arbitration hearing.

Last, but not least, Wheaton office shareholder **Jim Jendryk** recently concluded a trial in Lake County before Judge Dunn involving a "he-said/she-said" dispute at a four-way stop intersection. No independent witnesses were of any assistance. Plaintiff was a 69-year-old man on a motor scooter who claimed that defendant turned left in front of him, causing him to lose control and "lay down" his motor scooter, crushing his right ankle. He suffered a fracture/dislocation of his right ankle with $24,128 in medical bills. Defendant testified that the plaintiff rolled through the stop sign and when she began her turn, she expected that he would stop. The verdict was "not guilty".

The Seventh Circuit's discussion did not stop at its holding, however, but instead went on to provide a large-picture justification for its decision. The court noted that the construction urged by RC2 would render its domestic and international policies almost redundant. The court further stated that because the policies at issue there used standard language, RC2's construction would render territorial limitations in most policies irrelevant in product liability claim situations because most such claims will be potentially caused by negligence that takes place both domestically and internationally, triggering an insurer's duty to defend in almost every case regardless of where the injury takes place. The court pointed out that RC2 had initially tendered its defense to its domestic insurers and coverage was precluded only due to the lead paint exclusion, which was consistent with the court's holding.

It would make no sense, the Seventh Circuit opined, for RC2 to take out the separate domestic and international lines of coverage if its primary risk of liability would trigger coverage under both. Also, the court reasoned, the "place of injury" test is clear and adopting RC2's test would permit an insured to "sweep any domestic event into its international policies so long as it posited some antecedent negligent act that occurred someplace outside the United States." *ACE,* 600 F.3d at 770. Thus, the Seventh Circuit concluded, "[A]n accident occurs when and where all of the factors come together at once to produce the force that inflicts injury and not where some antecedent negligent act takes place." *Id.*

The Seventh Circuit's ruling in the case is consistent with the concept that it is unwise to mix tort concepts into insurance coverage analyses, which are by nature matters of contract. It is also a wise decision from a business perspective. In the global economy, where Toyotas are made in America and GM cars are full of parts manufactured overseas, the product liability risks faced by most policyholders involve acts or omissions that may have taken place almost anywhere on the planet. The "place of injury" test, in addition to being clearer for a court deciding coverage to apply, also makes it easier for an insurance company underwriting a liability policy to quantify the risk. Further, by finding coverage based upon where the injury occurs and not where any portion of the underlying negligence took place, an American distributor may feel more comfortable in handling products that were partially or completely manufactured outside the United States.

* * *

***Michele Oshman** is a member of the firm's Appellate and Insurance Coverage practice groups. She concentrates her practice in the areas of insurance coverage and complex defense litigation. If you have any questions, please contact Michele via 312-540-7590, or moshman@querrey.com.*

Q&H Successful in Coverage Fight Involving Religious Order

Michele Oshman of our Chicago office obtained two favorable rulings for the Chicago branch of a large religious order in a longstanding coverage dispute with two of the order's primary insurers. The order was sued in several cases asserting negligent supervision and other acts and omissions relating to a priest accused of certain improper conduct.

One of the primary insurers sold eight years of coverage to the order, which included coverage for the alleged improper conduct, and another primary insurer sold six years of general liability coverage. Those insurers denied coverage to the order and filed suits in the Chancery Court of Cook County, Illinois, each seeking a declaration of no coverage.

The two cases were related and the trial court granted summary judgment in favor of the order on the first insurers' primary coverage, finding that the insurer has a duty to defend the order under the current pleadings in the underlying cases. The judge also denied summary judgment to the second primary insurer, finding that the pleadings alleged potentially covered claims. The order's motion for summary judgment seeking an affirmative declaration of a duty to defend under the second insurer's primary insurance coverage is pending.

Class Action Update: Seventh Circuit Holds Plaintiff Cannot Defeat CAFA Removal by Dropping Class Allegations

By: Terrence Guolee - Chicago office

The Class Action Fairness Act, 28 U.S.C. Sections 1332(d), 1453, and 1711-1715 (2005) ("CAFA"), gives federal courts jurisdiction over certain class actions in which the amount in controversy exceeds $5 million, and in which any of the members of a class of plaintiffs is a citizen of a state different from any defendant, unless at least two-thirds or more of the members of all proposed plaintiff classes in the aggregate and the primary defendants are citizens of the state in which the action was originally filed. The Act also directs the courts to give greater scrutiny to class action settlements, especially those involving coupons. Since its passage, CAFA has been used by defendants in many claims to remove cases filed in state courts to the federal courts, in order to enjoy the generally easier route to dismissing claims at the summary judgment stage and more "neutral" juries when cases are removed from local state venues that may be more favorable to local claimants.

In response, a regular tactic used by plaintiff counsel seeking to avoid defendants' ability to remove cases to Federal court under CAFA is to attempt to drop class action claims following defendants' successful removal of cases to the federal courts. However, this tactic likely will no longer work in the Seventh Circuit (covering Illinois, Wisconsin and Indiana claims). In this respect, the Seventh Circuit recently answered a question under the CAFA: Does the plaintiff's post-removal amendment of the complaint to drop the class allegations divest the court of CAFA jurisdiction? The court answered this question "no."

In *In re Burlington Northern Santa Fe Railway Co.*, No. 09-8023, Slip op. (7th Cir. May 19, 2010), the plaintiffs had sued a railroad in a putative class action, claiming that the railroad's failure to inspect and maintain a railroad trestle caused the town to flood in July 2007, damaging their property. Defendant removed the suit. Plaintiffs moved to remand, and the district court denied the motion, finding that it had jurisdiction under CAFA. Plaintiffs then amended their complaint to drop the class allegations, and the district court then allowed remand, finding that removing the class action allegations defeated CAFA jurisdiction. The defendant appealed.

The Seventh Circuit reversed, explaining:

> [J]urisdiction under CAFA is secure even though, after removal, the plaintiffs amended their complaint to eliminate the class allegations. The well-established general rule is that jurisdiction is determined at the time of removal, and nothing filed after removal affects jurisdiction. CAFA is, at base, an extension of diversity jurisdiction. Even in cases originally filed in federal court, later changes that compromise diversity do not destroy diversity jurisdiction. . . . [R]emoval cases present concerns about forum manipulation that counsel against allowing a plaintiff's post-removal amendments to affect jurisdiction.

* * *

Walkup Completes Two Collective Bargaining Sessions

Chicago shareholder **April Walkup** had a busy April, successfully negotiating two collective bargaining agreements. The first was on behalf of an Elgin company in negotiations with the Teamsters and the second with the employees of a funeral supply company. Both agreements were ratified by majorities of the respective companies' employees.

> ... the limited question this appeal presents is whether CAFA jurisdiction also continues when the post-removal change is not the district court's denial of class certification, but is instead the plaintiff's decision not to pursue class certification. . . . [A]llowing plaintiffs to amend away CAFA jurisdiction after removal would present a significant risk of forum manipulation. CAFA's legislative history reflects an awareness of the latter concern, citing the existing rule that "jurisdiction cannot be 'ousted' by later events," and explaining that if the rule were otherwise, "plaintiffs who believed the tide was turning against them could simply always amend their complaint months (or even years) into the litigation to require remand to state court."

Slip op. at 3-5 (citations omitted).

CAFA provides defendants sued in class actions considerable defenses not otherwise available in state court. Many class actions threaten financial destruction of defendant companies and organizations, or crippling liability. The Seventh Circuit's *Burlington Northern* case should limit the ability of plaintiffs to "forum shop" and force cases back to state court that otherwise would be removable to federal court - a decision that must be made very early in the case and provided full consideration in response to every class action claim.

* * *

***Terrence Guolee**, a shareholder in our Chicago office, has successfully represented defendants, plaintiffs and carriers in dozens of complex, multimillion dollar claims covering a wide area of facts and law, in both state and federal court. Mr. Guolee represents several municipalities, elected governmental officials and their employees in very complicated civil rights class actions and claims brought under state and federal whistleblower laws.*

Mr. Guolee also represents several businesses in defense of statutory consumer rights class action claims under FACTA and TCPA and has a long record of successful representation of property owners, utilities and contractors in high-exposure construction and electrocution cases and other catastrophic injury and loss claims.

If you have any questions regarding this article, please contact Terrence via 312-540-7544 or tguolee@querrey.com.

NEWS

Super Lawyers September 2010

Dan Gallagher and **Roger Littman** have been named 2010 Super Lawyers and will be listed in the September 2010 Corporate Counsel Edition. Dan will be listed under Personal Injury General; Roger will be listed under Personal Injury Medical Malpractice.

Lanzito Appointed to ISBA Assembly

Chicago shareholder **Dominick Lanzito** has been appointed to the Illinois State Bar Association Assembly, the ISBA's supreme policy making body consisting of 201 lawyer members elected by ISBA members and representing districts throughout Illinois. Dominick focuses his practice in federal litigation, municipal liability and general corporate matters.

O'Neill Serves Woman's Bar Association

Chicago office associate **Jessica O'Neill** recently served on the Woman's Bar Association's Installation Dinner Committee.

Telephone Consumer Protection Act – Private Causes of Action Allowed in Illinois

By: Jillian Taylor - Wheaton office

Junk mail, e-mail spam and advertising faxes have become a way of life in our society. However, the federal Telephone Consumer Protection Act (TCPA), 47 U.S.C. 227 (2000), enacted in 1991, attempted to restrict unsolicited, automated telephone calls, facsimile machines and automatic dialing systems. (The TCPA was renamed the Junk Fax Prevention Act of 2005). On April 5, 2010, the Second District Appellate Court decided the class action matter of *Italia Foods, Inc. v. Sun Tours, Inc., et al*, No. 2-08-1148 (2nd Dist. April 5, 2010), which held that the Illinois General Assembly did not need to enact enabling legislation before private claims could be brought and enforced in Illinois state courts.

The TCPA, enacted in 1991, "places restrictions on unsolicited, automated telephone calls to the home and restricts certain uses of facsimile machines and automatic dialers." 47 U.S.C. 227(b)(1) (2000). Specifically, the statute prohibits the "use [of] any telephone facsimile machine, computer, or other device to send an unsolicited advertisement to a telephone facsimile machine." 47 U.S.C. §227(b)(1)(C) (2000). Further,

> A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State –
>
> (A) an action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation,
>
> (B) an action to recover for actual monetary loss from such a violation, or to receive $500 in damages for each such violation, whichever is greater, or
>
> (C) both such actions.
>
> 47 U.S.C. §227(b)(3) (2000).

This class action lawsuit was originally filed in June of 2003 by Eclipse Manufacturing Company, against Sun Tours d/b/a Hobbit Travel, a travel agency. The complaint alleged that Hobbit Travel sent unsolicited faxes to Eclipse in July and August of 2002, advertising discounted travel offers. It was alleged that this violated the TCPA and the Consumer Fraud and Deceptive Business Practices Act and constituted common law conversion.

In April of 2007, Hobbit Travel filed a motion to dismiss the complaint, arguing that the TCPA language required that actions must be "otherwise permitted by the laws or rules of court of a State". They argued that this required the Illinois General Assembly to enact enabling legislation to effectively "opt in" to follow the TCPA, which had not been done.

Keleher Published in Law Review

Congratulations to Chicago office shareholder **Christopher Keleher** for having his article, *The Repercussions of Anonymous Juries*, 44 U.S.F. Law Rev. 531 (2010), published in the University of San Francisco School of Law Law Review.

Chris' article addresses the recent trend of anonymous juries. *The Repercussions of Anonymous Juries* examines the increasing use of anonymous juries and the constitutional implications they raise. The origins, history, and use of anonymous juries are explored, along with the benefits and drawbacks of anonymity.

An oft-overlooked facet of anonymous juries is the psychological consequences of anonymity. Are anonymous juries more likely to convict? Social science research suggests they are. Anonymity is a multifaceted issue balancing juror safety with a defendant's presumption of innocence. But hard choices cannot excuse the unpleasant reality that anonymity undermines the presumption of innocence.

This motion was denied, and in August of 2007, Robert Hinman, Eclipse's president and owner, was allowed to substitute as plaintiff for Eclipse. In October of 2007, Hobbit Travel filed a subsequent motion to dismiss, arguing that you cannot assign a claim that is a statutory penalty, and thus that Hinman's complaint was time barred. In January of 2008, Italia Foods was allowed to substitute for Hinman as plaintiff. All arguments as to the invalid assignment were allowed to stand.

In August of 2008, the trial court denied the motion to dismiss the TCPA claim of Italia Foods. The court held that the TCPA claim was able to stand in Illinois courts; that the TCPA claim was assignable; that the TCPA is not a penal statute; that TCPA claims are subject to the federal four-year statute of limitations; and that Italia Foods' claims related back to the original complaint. Hobbit Travel was allowed appeal as to three certified questions:

> 1) Does the language and purpose of the federal TCPA require that the Illinois General Assembly enact enabling legislation before private TCPA claims can be brought and enforced in Illinois state courts?
>
> 2) Are the TCPA claims alleged in this case 'statutory penalties' under Illinois law? And if so: (a) Are those claims assignable under Illinois law? (b) Does Illinois' two year statutory penalty limitations period apply to such claims?
>
> 3) If the claim is not assignable, then should absent class members' putative claims against defendants be treated as tolled when no class representative with proper standing represented the putative class for a 27-month period?

In beginning their review, the Second District Appellate Court examined the congressional intent behind the language of the TCPA, stating that state actions were allowed "if otherwise permitted by the laws or rules of court of a State". The court looked at the language of the statute, the purpose behind the law, the consequences of construing the law a certain way and the legislative history. The court concluded that the phrase was "ambiguous" and that the "acknowledgement" approach was the correct way to interpret the TCPA's private right of action. This means that the TCPA acknowledges that "states have the right to structure their own court systems and that state courts are not obligated to change their procedural rules to accommodate TCPA claims." Overall, no state can refuse a private TCPA action, but it is not required to adopt special procedural rules for these cases. The court noted that allowing states to "opt in" would violate the supremacy clause, which makes federal law the supreme law of the land.

For the second portion of their review, the appellate court needed to decide whether or not the statute is remedial or penal. The court looked to the distinction of the two in *McDonald's Corp. v. Levine,* 108 Ill.App.3d 732 (1982). Under *McDonald's*, "a statute is a statutory penalty if it imposes automatic liability for a violation of its terms and the amount of liability is predetermined by the act and imposed without actual damages suffered by the plaintiff." On the reverse, a statute is considered remedial "where it imposes liability only when actual damage results from a violation."

Under the TCPA, a plaintiff may 1) seek an injunction, 2) actual monetary loss from a violation, or $500 per violation, whichever is greater; or 3) both an injunction and the greater of the actual damages amount or $500 per violation. The appellate court did not find the interpretation in *McDonald's* controlling for the TCPA. Instead, they found *Scott v. Ass'n for Childbirth at Home, International*, 88 Ill.2d 279 (1981), instructive for how to apply the distinction analysis. The court found that the inclusion of a civil penalty did not automatically make the statute penal. It noted that the Consumer Fraud and Deceptive Business Practices Act is a remedial statute and it similarly gives the option of seeking actual damages, injunctive relief, restitution or civil penalty. Therefore, the appellate court held that the TCPA is a remedial statute.

Finally, the court turned to the question of whether claims under the TCPA are assignable. In Illinois, the only causes of action which are not assignable are torts for personal injuries and actions for wrongs of a personal nature. Although the TCPA does protect privacy interests, a corporation "may assert only the property interests the TCPA was designed to protect and, therefore, their TCPA claims are assignable under Illinois law.

After review, because the Second District Appellate Court held that the private action claims were permitted in Illinois without separate enabling legislation and in fact assignable, the questions pertaining to the statute of limitations were moot and not discussed. In all, this holding clears the way for further actions to be brought in Illinois for violations of the TCPA, what is now known as the Junk Fax Prevention Act of 2005.

* * *

***Jillian Taylor**, an associate in our Wheaton office, concentrates her practice in vehicle and premises liability. She has tried more than 10 cases to jury verdict and has participated in over 30 arbitrations. In addition, she has drafted and been successful in multiple motions for summary judgment for the firm's major clients. In her third year of law school, Jillian served as Primary Editor of the Journal of Public Law and Policy. She also was an active member of Phi Alpha Delta Law Fraternity, serving as president of the organization. If you have questions regarding this article, please contact Jill via jtaylor@querrey.com.*

SEMINARS

Q&H Sponsors Trucking Industry Defense Association

Querrey & Harrow will sponsor a portion of the 2010 TIDA (Trucking Industry Defense Association) Annual Seminar in Orlando in November. TIDA seeks to be the industry organization of choice for motor carriers, trucking insurers, defense attorneys, and claims servicing companies. Uniquely representative of the entire industry, TIDA members share their knowledge and resources to promote risk management, operational economies, and the reduction of costs associated with accidents, claims, and lawsuits. TIDA has become the organization of choice for over 1,000 motor carriers, trucking insurers, defense attorneys and claims servicing companies.

Q&H Sponsors Arkansas Trucking Seminar

Querrey & Harrow will again sponsor the Arkansas Trucking Seminar on September 16, 2010 in Fayetteville, Arkansas. This seminar is attended by representatives from 83 motor carriers across the US.