

# EXHIBIT 3

## PART 2

# FACULTY EMPLOYMENT CONTRACT

## 2004 - 2005

RECEIVED

AUG 30 2004

Human Resources

Agreement made this 24th day of August 2004 between the Board of Trustees of the College of Lake County, District 532 State of Illinois, hereinafter referred to as the "Board", and **Marlaina Easton**, hereinafter referred to as the "Employee".

### WITNESSETH

#### I. EMPLOYMENT

- A. The Board hereby employs the Employee as a full-time member of the faculty with such powers and duties in that connection as may be fixed by the Board in this agreement and in its rules and regulations.
- B. The Board shall pay to the Employee a salary of **\$47,843.00** for the term commencing on the 16th day of August, 2004 and ending on the 14th day of May, 2005, less any legally authorized deductions.
- C. Employee agrees to fulfill the aforesaid position for the period above mentioned.

#### II. QUALIFICATIONS

- A. The Employee is fully qualified to hold the aforesaid position by reason of certification, licensing, or other regulatory qualifications, if necessary.
- B. The Employee is not at this date under contract with any other body for the term covered by this contract or any portion thereof which will conflict with the Employee's duties herein.
- C. This contract is predicated upon representations regarding education and experience qualifications which, if subsequently prove to be inaccurate, shall cause this contract to be null and void.

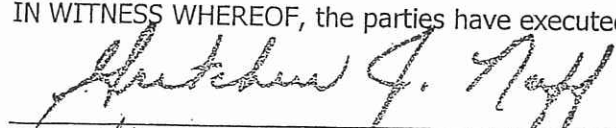
#### III. EXPRESS CONDITIONS

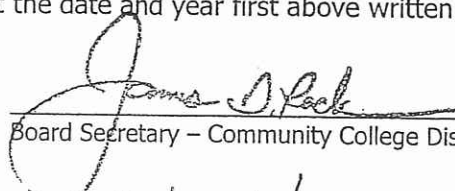
- A. The Employee will not receive compensation until service for the Board begins.
- B. Should it become necessary because of an emergency or delay the opening or suspend the operation of the college temporarily, as determined by the Board, such time may be made up after termination of the emergency and the employee may be required to work corresponding additional periods without additional compensation irrespective of the dates specified by the official college calendar or stipulated in this contract.
- C. Employees entering service for the Board shall file prior to the first date of service a written report of a medical examination by a qualified physician on a form furnished by the Board, certified to by the Employee and signed by the examining physician, showing the Employee to be in good health. The Employee shall file such other written reports of medical examination as requested by the Board.

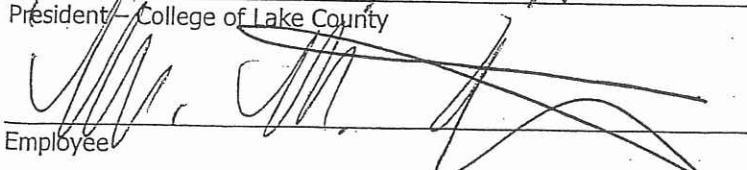
#### IV. NO WAIVER OF RIGHTS

It is agreed by the parties that nothing contained in this agreement shall operate or be construed as a waiver of any of the rights, powers, pertinent laws and regulations thereunder, privileges or duties of either party as set forth in the policy of the "Board" or the Constitution or laws of the United States or State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

  
President - College of Lake County

  
Board Secretary - Community College District 532

  
Employee

Date 8/30/04

Contracts must be signed and one copy returned to the Director of Human Resources of the College of Lake County by September 8, 2004 to be effective.

Easton DEP EX. NO 13  
FOR ID., AS OF 9/14/09 0000



# FACULTY EMPLOYMENT CONTRACT

## FALL COLUMN MOVEMENT 2004 - 2005

Agreement made this 26th day of October 2004 between the Board of Trustees of the College of Lake County, District 532 State of Illinois, hereinafter referred to as the "Board", and **Marlaina Easton**, hereinafter referred to as the "Employee".

### WITNESSETH

#### I. EMPLOYMENT

- A. The Board hereby employs the Employee as a full-time member of the faculty with such powers and duties in that connection as may be fixed by the Board in this agreement and in its rules and regulations.
- B. The Board shall pay to the Employee a salary of **\$50,426.00** for the term commencing on the 16th day of August, 2004 and ending on the 14th day of May, 2005, less any legally authorized deductions.
- C. Employee agrees to fulfill the aforesaid position for the period above mentioned.

#### II. QUALIFICATIONS

- A. The Employee is fully qualified to hold the aforesaid position by reason of certification, licensing, or other regulatory qualifications, if necessary.
- B. The Employee is not at this date under contract with any other body for the term covered by this contract or any portion thereof which will conflict with the Employee's duties herein.
- D. This contract is predicated upon representations regarding education and experience qualifications which, if subsequently prove to be inaccurate, shall cause this contract to be null and void.

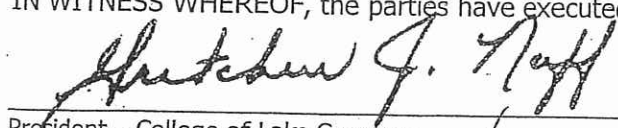
#### III. EXPRESS CONDITIONS

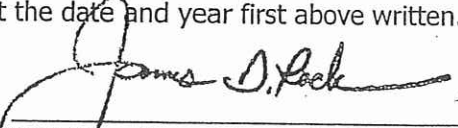
- A. The Employee will not receive compensation until service for the Board begins.
- B. Should it become necessary because of an emergency or delay the opening or suspend the operation of the college temporarily, as determined by the Board, such time may be made up after termination of the emergency and the employee may be required to work corresponding additional periods without additional compensation irrespective of the dates specified by the official college calendar or stipulated in this contract.
- C. Employees entering service for the Board shall file prior to the first date of service a written report of a medical examination by a qualified physician on a form furnished by the Board, certified to by the Employee and signed by the examining physician, showing the Employee to be in good health. The Employee shall file such other written reports of medical examination as requested by the Board.


#### IV. NO WAIVER OF RIGHTS

It is agreed by the parties that nothing contained in this agreement shall operate or be construed as a waiver of any of the rights, powers, pertinent laws and regulations thereunder, privileges or duties of either party as set forth in the policy of the "Board" or the Constitution or laws of the United States or State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

  
President - College of Lake County









  
Board Secretary - Community College District 532


  
Employee

  
Date

Contracts must be signed and one copy returned to the Director of Human Resources of the College of Lake County by November 9, 2004 to be effective.

Easton DEP. EX. NO. 14  
FOR ID., AS OF 9/14/09 UC

 Reply  Reply to all  Forward    |  |  | Close  Help

 You forwarded this message on 7/1/06 8:00 PM.

From: Kartje, Jean V

Sent: Wed 3/16/05 2:31 PM

To: Easton, Marlaina

Cc:

Subject: RE: Classes in the Library

Attachments:

[View As Web Page](#)

Marlaina:

Conferencing with your students is fine. I think that the problem might be the unexpected load of having students without library skills descend on the reference desk. I suggest that next time you plan the library talks earlier in the semester so that when it comes to conferencing with students you can send students who know how to use the library to that facility. As it was, I think that the library faculty saw the students needing individual tutorials on material that is usually covered in the class. I also suggest that you request use of one of the study rooms that are located on the wall behind the book stacks in order to conference. That way you are available for students who may need greater clarification on the assignment. Thanks for clarifying the situation. Jean

-----Original Message-----

**From:** Easton, Marlaina

**Sent:** Wednesday, March 16, 2005 12:52 PM

**To:** Kartje, Jean V

**Subject:** RE: Classes in the Library

I was conferencing with my 121 classes yesterday. I needed to speak with each of them about their research paper topics. I thought that they could use the library time as I was speaking to each student. (Actually, they informed me that they needed some time.) I found it helpful for all of us because a few of them were able to spend a lot of time with me about their concerns and some changed their topics because they found more resources on their own for another topic. These two classes will be having the library talk with me and the librarians tomorrow and Tuesday of next week. I did not see that there was a problem and no one has voiced a problem to me. Nor was I under the impression that conferences with my students were inappropriate. Both of my periods lasted the full time and I met with students until after the classes ended each time. At the end, I was joined by a student in my office.

-----Original Message-----

**From:** Kartje, Jean V

**Sent:** Tuesday, March 15, 2005 5:37 PM

**To:** Easton, Marlaina

**Subject:** FW: Classes in the Library

Marlaina,

Please let me know what this is about. Jean



-----Original Message-----

**From:** Beckwith, Jo  
**Sent:** Tuesday, March 15, 2005 2:14 PM  
**To:** Easton, Marlaina  
**Cc:** Bakker, Connie ; Kartje, Jean V  
**Subject:** Classes in the Library

Hi, Marlaina --

We have been helping your class in the library again today. We are happy to help students at any time. Here are a couple of library policies that apply to classes coming in for a work session.

- 1) Please call the Reference Desk at x2071 to reserve the space and time for your class. We have room for only one class at a time and need to schedule classes carefully to avoid conflicts. We also keep track of classes for our statistics each semester.
- 2) The instructor needs to accompany the class when they come to the library. When the instructor is present, questions about the assignment can be answered and additional help is available for your students. Often, instructors who bring classes to the library will conference with one or more students during the course of the visit.
- 3) As I mentioned last week, your classes could benefit from an instruction session with a librarian. This assignment in particular involves finding items using the library catalog and locating them on the shelf by call number. The students that I have encountered do not yet know how to do this. A demonstration and explanation of the process would benefit them greatly, both in this and future classes. Though you said last week that you have sessions scheduled, I did not see them on the calendar when we spoke. You may want to double check on that. Just to clarify: your presence is also needed at any instruction session that you schedule.

Thanks for your cooperation with library policies for work sessions and instruction sessions. Please give me a call if you have any questions.

Jo

**Jo Beckwith, Reference Librarian**  
**John C. Murphy Library**  
**College of Lake County**  
19351 West Washington Street  
Grayslake, IL 60030  
Office: (847) 543-2466  
Reference: (847) 543-2071  
Fax: (847) 223-7690

## CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To:

Agency(ies) Charge No(s):

☐

FEPA

☒

EEOC

440-2006-07707

and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)

Ms. Marlaina Easton

Home Phone (Incl. Area Code)

(630) 201-5525

Date of Birth

09-27-1977

Street Address

City, State and ZIP Code

6315 N Magnolia 2s, Chicago, IL 60660

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

COLLEGE OF LAKE COUNTY

No. Employees, Members

101 - 200

Phone No. (Include Area Code)

(312) 223-6601

Street Address

City, State and ZIP Code

19351 Washington, Grayslake, IL 60030

Name

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

☒

RACE

☐

COLOR

☐

SEX

☐

RELIGION

☒

NATIONAL ORIGIN

☒

RETALIATION

☐

AGE

☒

DISABILITY

☐

OTHER (Specify below.)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest

Latest

09-01-2005

07-06-2006

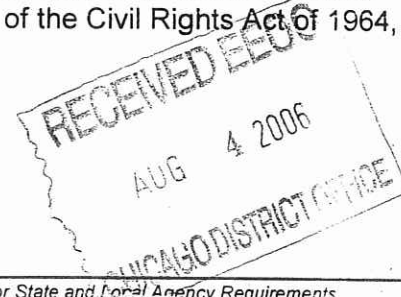
☐

CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

I was hired by Respondent in or around June 2001. My most recent position is English Professor. During my employment I have been discriminated against because of my race, Black, my national origin, Puerto Rican and my disability. September 23, 2005, I complained to the Human Resources Director about this discrimination and subsequently I was denied the opportunity to set and administer classroom policy to my students, while non-Black teachers are not held to that same standard, I was singled out and ridiculed in the presence of colleagues and co-workers, disciplined due to absences relating to my disability and denied the opportunity to teach summer classes on campus during regular business hours.

I believe I have been discriminated against because of my race, Black, and my national origin, Puerto Rican, in violation of Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Americans with Disabilities Act of 1990. I also believe I have been retaliated against in violation of Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Americans with Disabilities Act of 1990.



I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY - When necessary for State and Local Agency Requirements

I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
(month, day, year)

8-1-06

Date

Charging Party Signature

Easton

DEP. EX. NO 16

FOR ID., AS OF 9/14/09 UK



# FACULTY EMPLOYMENT CONTRACT

## 2005 - 2006

Agreement made this 10th day of June 2005 between the Board of Trustees of the College of Lake County, District 532, State of Illinois, hereinafter referred to as the "Board", and **Marlaina Easton** hereinafter referred to as the "Employee".

### WITNESSETH

#### I. EMPLOYMENT

- A. The Board hereby employs the Employee as a full-time member of the faculty with such powers and duties in the connection as may be fixed by the Board in this agreement and in its rules and regulations.
- B. The Board shall pay to the Employee a salary of **\$53,636.00** for the term commencing on the 15th day of August, 2005 and ending on the 13th day of May, 2006, less any legally authorized deductions.
- C. Employee agrees to fulfill the aforesaid position for the period above mentioned.

#### II. QUALIFICATIONS

- A. The Employee is fully qualified to hold the aforesaid position by reason of certification, licensing, or other regulatory qualifications, if necessary.
- B. The Employee is not at this date under contract with any other body for the term covered by this contract or any portion thereof which will conflict with the Employee's duties herein.
- C. This contract is predicated upon representations regarding education and experience qualifications which, if subsequently prove to be inaccurate, shall cause this contract to be null and void.

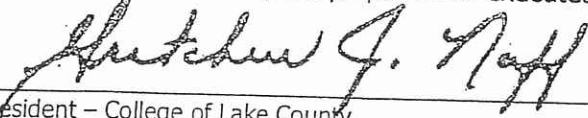
#### III. EXPRESS CONDITIONS

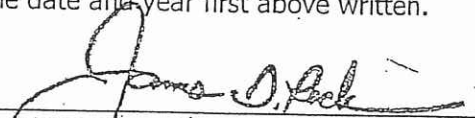
- A. The Employee will not receive compensation until service for the Board begins.
- B. Should it become necessary because of an emergency or delay the opening or suspend the operation of the college temporarily, as determined by the Board, such time may be made up after termination of the emergency and the employee may be required to work corresponding additional periods without additional compensation irrespective of the dates specified by the official college calendar or stipulated in this contract.
- C. Employees entering service for the Board shall file prior to the first date of service a written report of a medical examination by a qualified physician on a form furnished by the Board, certified to by the Employee and signed by the examining physician, showing the Employee to be in good health. The Employee shall file such other written reports of medical examination as requested by the Board.


#### IV. NO WAIVER OF RIGHTS

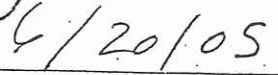
It is agreed by the parties that nothing contained in this agreement shall operate or be construed as a waiver of any of the rights, powers, pertinent laws and regulations thereunder, privileges or duties of either party as set forth in the policy of the "Board" or the Constitution or laws of the United States or State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

  
 \_\_\_\_\_  
 President - College of Lake County

  
 \_\_\_\_\_  
 Board Secretary - Community College District 532

  
 \_\_\_\_\_  
 Employee

  
 \_\_\_\_\_  
 Date

Contracts must be signed and one copy returned to the Director of Human Resources of the College of Lake County by June 21, 2005 to be effective.

Easton DER EX. NO 17  
 FOR ID., AS OF 9/14/09 CR

## FACULTY EMPLOYMENT CONTRACT 2006 COLUMN MOVEMENT

Agreement made this 28th day of February 2006 between the Board of Trustees of the College of Lake County, District 532 State of Illinois, hereinafter referred to as the "Board", and **Marlaina Easton**, hereinafter referred to as the "Employee".

### WITNESSETH

#### I. EMPLOYMENT

- A. The Board hereby employs the Employee as a full-time member of the faculty with such powers and duties in the connection as may be fixed by the Board in this agreement and in its rules and regulations.
- B. The Board shall pay to the Employee a salary of **\$56,532.00 (prorated)** for the term commencing on the 9th day of January, 2006 and ending on the 13th day of May, 2006, less any legally authorized deductions.
- C. Employee agrees to fulfill the aforesaid position for the period above mentioned.

#### II. QUALIFICATIONS

- A. The Employee is fully qualified to hold the aforesaid position by reason of certification, licensing, or other regulatory qualifications, if necessary.
- B. The Employee is not at this date under contract with any other body for the term covered by this contract or any portion thereof which will conflict with the Employee's duties herein.
- D. This contract is predicated upon representations regarding education and experience qualifications which, if subsequently prove to be inaccurate, shall cause this contract to be null and void.

#### III. EXPRESS CONDITIONS

- A. The Employee will not receive compensation until service for the Board begins.
- B. Should it become necessary because of an emergency or delay the opening or suspend the operation of the college temporarily, as determined by the Board, such time may be made up after termination of the emergency and the employee may be required to work corresponding additional periods without additional compensation irrespective of the dates specified by the official college calendar or stipulated in this contract.
- C. Employees entering service for the Board shall file prior to the first date of service a written report of a medical examination by a qualified physician on a form furnished by the Board, certified to by the Employee and signed by the examining physician, showing the Employee to be in good health. The Employee shall file such other written reports of medical examination as requested by the Board.

#### IV. NO WAIVER OF RIGHTS

It is agreed by the parties that nothing contained in this agreement shall operate or be construed as a waiver of any of the rights, powers, pertinent laws and regulations thereunder, privileges or duties of either party as set forth in the policy of the "Board" or the Constitution or laws of the United States or State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Richard Forte  
President - College of Lake County

M. M. A.  
Employee

James D. Rock  
Board Secretary - Community College District 532

3/14/06  
Date

Contracts must be signed and one copy returned to the Director of Human Resources of the College of Lake County by March 14, 2006 to be effective.

Easton DEP EX. NO 18  
FOR ID. AS OF 9/14/09 U 000



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

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MARLAINA EASTON,

Plaintiff,

v.

COLLEGE OF LAKE COUNTY,  
Dr. Jean Kartje and Board of Trustees  
of the College of Lake County,

Defendants.

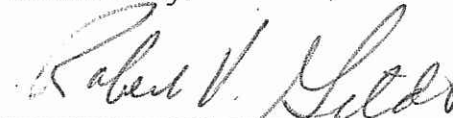
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Case No. 07CV6127  
Judge John W. Darrah  
Courtroom 1203  
Magistrate Geraldine Soat Brown  
Courtroom 1812

**PLAINTIFF'S ANSWERS TO  
DEFENDANTS' FIRST SET OF INTERROGATORIES**

Attached hereto are Plaintiff Marlaina Easton's answers to Defendant's First Set of Interrogatories.

Submitted by:

  
Robert V. Gildo

Law Office of  
Robert V. Gildo  
106B North Hale  
Wheaton, IL 60187  
630-662-0396 (phone)

Easton DEP EX. NO. 19  
FOR ID., AS OF 9/14/09 UK

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

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MARLAINA EASTON,

Plaintiff,

v.

COLLEGE OF LAKE COUNTY,  
Dr. Jean Kartje and Board of Trustees  
of the College of Lake County,

Defendants.

Case No. 07 CV 6127  
Judge John W. Darrah  
Courtroom 1203  
Magistrate Geraldine Soat Brown  
Courtroom 1812

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**DEFENDANTS' FIRST SET OF  
INTERROGATORIES TO PLAINTIFF**

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Defendants, College of Lake County, Dr. Jean Kartje and Board of Trustees of the College of Lake County, by their attorneys, pursuant to Rules 26 and 33, Fed. R. Civ. P., propound the following interrogatories to Plaintiff, to be answered under oath, within thirty days of service. These interrogatories are continuing until trial. Plaintiff is required to supplement her answers if additional information becomes known to her.

**Definitions and Instructions**

A. Answer each interrogatory separately and fully in writing and under oath, unless it is objected to, in which event the reason for the objection must be stated in lieu of the answer.

B. These interrogatories are deemed to be continuing in nature. Should Plaintiff, her attorneys or anyone representing his interests, acquire any additional knowledge or information which affects the accuracy or completeness of any answer, or which relates to the matter in which



these interrogatories inquire, such knowledge or information must be immediately transmitted to Defendants' attorney by way of supplemental answers and/or supplemental production of documents. You are under a similar duty to correct any incorrect response if you later learn that it is incorrect.

C. The information requested in these interrogatories includes all information and documents available to Plaintiff or subject to reasonable inquiry by her, including information and documents in the possession of Plaintiff, her agents, representatives, employees, insurers and attorneys.

D. If an interrogatory has subparts, answer each subpart separately and in full, and do not limit the answer to the interrogatory as a whole. If an interrogatory or its subpart cannot be answered in full, answer to the extent possible and specify the reason for the inability to answer the remainder, stating whatever information and knowledge you have regarding the unanswered portion.

E. In the event you object to providing any information requested by these interrogatories on the grounds of privilege or work product, you shall make the claim expressly and also describe the nature of the documents, communications or things not disclosed in a manner that, without revealing information itself privileged or protected, will enable Defendants to assess the applicability of the privilege or protection as provided in Rule 26(b)(5).

F. When asking for the "identity" of any person or organization, it should be understood that the interrogatory requests the full name, last known residence and business addresses, place of employment, telephone number, and a general statement of identifications as to each such person or organization.

G. Where the interrogatories request you to "identify documents", it should be understood that the interrogatory requests the following information from each document:

1. Its date and type (letter, memorandum or other form);
2. Its author or preparer;
3. To whom the document is addressed or was submitted;
4. A brief description of the subject matter or topic of the document; and
5. The number of pages, with each side on which any written material is present being considered a separate page.

H. The term "document" means any printed, typewritten, handwritten or otherwise recorded material of whatever character including, but not limited to, letters, other correspondence, memorandum, notes, agreements, calendars, diaries, telephone call records, handwritten notes, work papers, reports, electronic data, charts of histories, plans and specifications, laboratory and diagnostic test data and reports, photographs, prints, slides, movies or any other pictorial representation of any kind or nature, tape recordings, or other mechanical or electronic recordings.

I. Regardless of the manner in which these interrogatories are addressed and regardless of the form, your answers are to include all information known or available to you, your attorneys and/or their representatives.

J. An objection to any interrogatory shall be stated with specificity consistent with the Federal Rules of Civil Procedure and shall be limited to only that portion of the interrogatory that is being asserted as objectionable.

K. Each interrogatory shall be construed independently and not by reference to any other interrogatory.

L. "Defendants" shall mean College of Lake County, Dr. Jean Kartje and Board of Trustees of the College of Lake County, its agents and employees.



M. "You" or "your" shall mean Plaintiff, Marlaina Easton, her attorneys, employees and agents.

### INTERROGATORIES

1. Identify the acts you allege constitute harassment and discrimination. Include in your answer the identity of (a) the person(s) you claim harassed or discriminated against you, (b) the date(s), (c) all witnesses to each such act, and (d) all documents that refer or relate to each alleged act.

Answer: *See narratives and documents in production answers #14, 15, 16.*

2. Identify each person to whom you allege you complained about discriminatory and harassing treatment. Include in your answer (a) what you told each person, (b) the date(s), (c) all witnesses to your conversation(s) reporting discriminatory and/or harassing treatment (d) all documents that refer or relate to each alleged complaint.

Answer: *See narrative and documents in production answers #14, 15, 16.*

3. Identify the acts you allege were retaliatory. Include in your answer, (a) the person(s) you claim retaliated against you, (b) the dates, (c) all witnesses to each such act, (d) all documents that refer or relate to the alleged retaliation.

Answer: *See narratives and documents in production answers #14, 15, 16.*

4. Identify all persons with knowledge of the events alleged in your Complaint. For each, identify the area/subject matter of his/her knowledge.

Answer: *See #14, 15, 16.*

5. Identify the major life activity(ies) that is(are) substantially limited by your asserted disability. *- Sensitive to extreme heat - Sensitive to extreme motion - Sensitive to red meat -*

Answer:

6. Identify your non-disabled co-workers that you contend were similarly situated to you and treated more favorably than you were.

Answer: *See attachment "A"*

7. Identify your Caucasian co-workers that you contend were similarly situated to you and treated more favorably than you were.

Answer: *See attachment "A"*

8. Identify all persons from whom you sought treatment for the disability identified in your Complaint. Include in your answer the (a) dates, (b) the prognosis, (c) diagnosis and (d) all medications prescribed.

Answer: *See narrative and documents in production on answer #21.*

9. In connection with your alleged damages (including emotional damages), identify all elements of your damages including (a) all medical assistance (including psychiatric or psychological) you have sought, (b) the name and address of each medical provider, (c) the dates, (d) the diagnosis and prognosis, and (e) the names of any medications prescribed.

Answer: *See narrative and documents in production on answer #21.*

10. For each answer to Defendants' Requests to Admit that was not unqualified admission, please explain the reason for your answer.

Answer:

11. Have you or has any person acting on your behalf obtained any statements in any form, from any person(s), regarding the events alleged in your complaint? If your answer is in the affirmative, for each such statement provide the name and address of the person providing the



statement, the date the statement was taken and, if the statement was written, please provide it.

Answer: *No statements obtained.*

12. Identify each person you have retained as an expert witness. Include in your answer the report required by Fed. R. Civ. P. 26(a)(2), including (a) a complete statement of all opinions to be expressed and the basis and reasons therefor, (b) the data or information considered by the witness in forming the opinions, (c) any exhibits to be used as a summary of or support for the opinions (d) the qualifications of the witness with a list of all publications authored by the witness within the preceding ten years, (d) the compensation to be paid for the study and testimony, and (e) a listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years. *No experts retained at this time.*

Answer:

GONZALEZ, SAGGIO and HARLAN, L.L.C.

By: 

One of Its Attorneys

Lynn U. Thorpe  
Gonzalez, Saggio and Harlan, L.L.C.  
35 East Wacker Drive, Suite 500  
Chicago, IL 60601  
312.236.0475  
312.236.1750- Fax  
[lynn\\_thorpe@gshllp.com](mailto:lynn_thorpe@gshllp.com)