

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

ADMINISTRATIVE CITATION

RECEIVED  
CLERK'S OFFICE  
JUN 12 2012  
STATE OF ILLINOIS  
Pollution Control Board

ILLINOIS ENVIRONMENTAL )  
PROTECTION AGENCY, )  
 )  
Complainant, )  
 )  
v. )  
 )  
THOMAS E. PORTER, BEVERLY J. )  
BIBLE, and TODDE & TABATHA )  
BOOTEN, d/b/a C & T RECYCLING, )  
 )  
Respondents. )

AC 12-53  
(IEPA No. 123-12-AC)

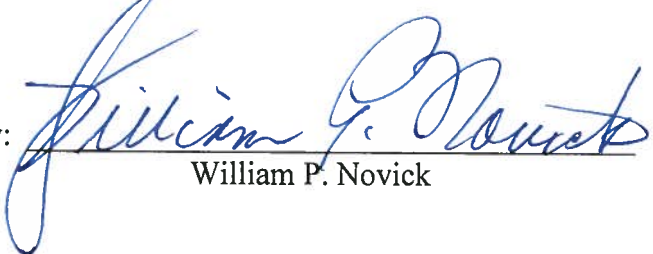
ORIGINAL  
RETURN TO CLERK'S OFFICE

NOTICE OF FILING

Now come the Respondents, Thomas E. Porter and Beverly Bible, by and through their attorney, William P. Novick, and for their Notice of Filing, state as follows:

1. On June 11, 2012, the undersigned forwarded by Federal Express a Petition for Review for filing in the above-captioned matter.

LAW OFFICE OF WILLIAM P. NOVICK

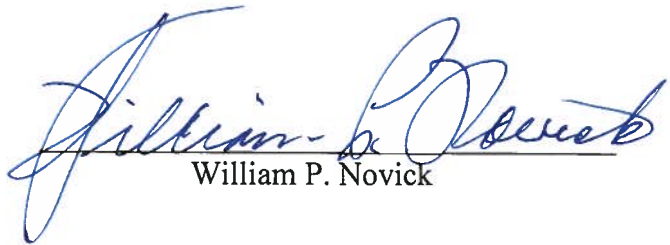
By:   
William P. Novick

WILLIAM P. NOVICK  
ARDC NO. 6182947  
LAW OFFICE OF WILLIAM P. NOVICK  
501 West DeYoung, Suite 1  
P. O. Box 1083  
Marion, Illinois 62959  
Telephone: (618) 993-1600  
Facsimile: (618) 993-1601  
E-mail: [billnovick1952@yahoo.com](mailto:billnovick1952@yahoo.com)

## CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Notice of Filing was served upon the individuals named below by enclosing same in an envelope addressed to said individuals at their business address as shown below, with postage fully prepaid, and by depositing said envelope in a U. S. Post Office mailbox in Marion, Illinois on the 11<sup>th</sup> day of June, 2012, as follows:

Todd & Tabatha Booten  
C & T Recycling  
3302 Water Tower Road  
Marion, Illinois 62959



William P. Novick

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

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ILLINOIS ENVIRONMENTAL )  
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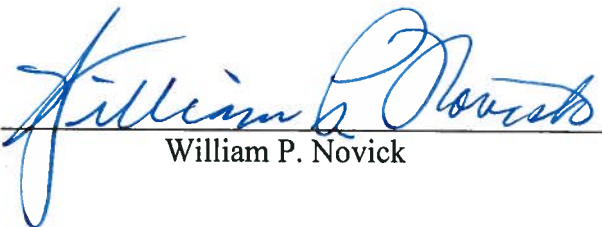
AC 12-53  
(IEPA No. 123-12-AC)

ORIGINAL  
RETURN TO CLERK'S OFFICE

NOTICE OF APPEARANCE OF COUNSEL

The undersigned, William P. Novick, hereby files his appearance in the above-captioned matter on behalf of the Respondents, Thomas E. Porter and Beverly Bible.

LAW OFFICE OF WILLIAM P. NOVICK

By:   
William P. Novick

WILLIAM P. NOVICK  
ARDC NO. 6182947  
LAW OFFICE OF WILLIAM P. NOVICK  
501 West DeYoung, Suite 1  
P. O. Box 1083  
Marion, Illinois 62959  
Telephone: (618) 993-1600  
Facsimile: (618) 993-1601  
E-mail: [billnovick1952@yahoo.com](mailto:billnovick1952@yahoo.com)

## CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Notice of Appearance of Counsel was served upon the entities named below by enclosing same in an envelope addressed to said entities at their business addresses as shown below, and forwarded via Federal Express on the 11<sup>th</sup> day of June, 2012, as follows:

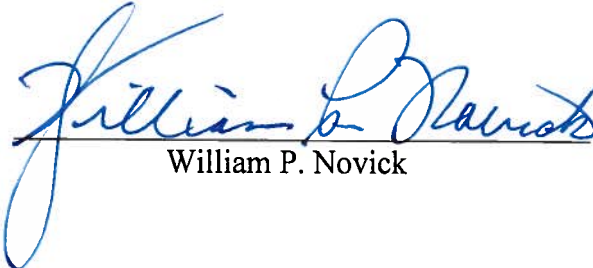
John Therriault, Clerk  
Illinois Pollution Control Board  
James R. Thompson Illinois Center  
100 West Randolph, Suite 11-500  
Chicago, Illinois 60601

**RECEIVED**  
**CLERK'S OFFICE**

**JUN 12 2012**

**STATE OF ILLINOIS**  
**Pollution Control Board**

Illinois Environmental Protection Agency  
Attention: Division of Legal Counsel  
1021 North Grand Avenue East  
P. O. Box 19275  
Springfield, Illinois 61794-9276

  
William P. Novick

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

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CLERK'S OFFICE

JUN 12 2012

STATE OF ILLINOIS  
Pollution Control Board

ADMINISTRATIVE CITATION

ILLINOIS ENVIRONMENTAL )  
PROTECTION AGENCY, )

Complainant, )

v. )

THOMAS E. PORTER, BEVERLY J. )  
BIBLE, and TODD & TABATHA )  
BOOTEN, d/b/a C & T RECYCLING, )

Respondents. )

AC 12-53

(IEPA No. 123-12-AC)

ORIGINAL  
RETURN TO CLERK'S OFFICE

PETITION FOR REVIEW

Now comes the Respondents, Thomas E. Porter and Beverly J. Bible, by and through their attorney, William P. Novick, and for their Petition for Review, state as follows:

1. The reasons to contest this agency's administrative citation are set forth in 35 Illinois Administrative Code, Section 108.206, and include the following:

- (a) The Respondents, Thomas E. Porter and Beverly J. Bible did not cause or allow the alleged violation; and
- (b) The alleged violation was the result of uncontrollable circumstances insofar as said Respondents are concerned.

2. The facility is referred to in the Administration Citation as an "open dump" which is not the case, except for the fact that the Respondents Todd & Tabatha Booten, d/b/a C & T Recycling, have failed to heed numerous warnings to them to clean up the property made by the undersigned's clients.

3. Respondent, Thomas E. Porter, has severe, advanced Parkinson's disease and is physically unable to even monitor the activities at the location of the alleged violation. Respondent, Beverly J. Bible, his wife, spends much of her time caring for her husband on an almost full-time basis. Nevertheless, Respondent, Beverly J. Bible, has made persistent efforts to contact the Respondents Booten, either personally or by telephone, to clean up the mess on the subject property to avoid any other problems with the Illinois Environmental Protection Agency. (See, e.g.: IEPA No. 232-09-AC.)

4. The subject premises are in fact owned by the Respondents, Thomas E. Porter and Beverly J. Bible, but said premises are being "leased" on a month-to-month basis by the Respondents Booten who are purportedly operating a recycling business on the subject property. The undersigned's clients do not operate or participate in the operation of the business known as C & T Recycling. Respondents Booten have refused to enter into any written lease on the premises, have failed to pay rent as agreed, have failed to keep the premises free and clear of any debris, have failed to mow the premises (which would show even more debris), have failed to conduct their recycling business with proper permits or in compliance with Illinois law, and have failed to repair significant damages caused to the subject premises.

5. Since November 9, 2009, the undersigned's clients have made repeatedly complained to the Respondents Booten about the condition of the subject property to no avail, even attempting to evict the Respondents Booten from the subject property in a lawsuit filed on September 13, 2010 in Case No. 2010-LM-369, then pending in Williamson County, Illinois.

6. Copies of letters forwarded to the Respondents Booten and the complaint referred to above are attached hereto as Exhibits A, B, C, D and E.

7. The sole responsibility for the present condition of the subject premises lies with the Respondents Booten who have ignored repeated warnings from the undersigned's clients, as well as this agency in the past.

8. Respondents, Thomas E. Porter and Beverly J. Bible, husband and wife, have committed no act whatsoever which might have caused the alleged violations of which this agency now complains. Rather, said Respondents have consistently attempted to "correct" any alleged violations which were visibly noticeable to them. Any alleged violations, to the extent that same were in fact cause solely by the respondent's Booten, were so caused under circumstances beyond the undersigned's clients' control. Given these circumstances, it would amount to a substantial injustice to hold the Respondents, Thomas E. Porter and Beverly J. Bible, responsible for any alleged violations pertaining to the subject property.

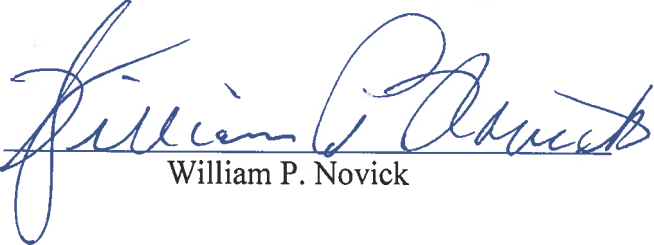
9. Respondents, Thomas E. Porter and Beverly J. Bible, are simply the owners of the subject property and are not familiar with the rules and regulations promulgated by this agency and rely solely on their tenants to comply with Illinois law in all respects.

10. It is the opinion of the undersigned that the respondents, Todd & Tabatha Booten, d/b/a C & T Recycling, should be held solely responsible for any alleged violations pertaining to the subject the subject property and, further, for any fines or penalties which may be related thereto.

WHEREFORE, the Respondents, Thomas E. Porter and Beverly J. Bible,

respectfully request a review of this agency's administrative citation issued herein on or about May 15, 2012 and, further, pray that said administrative citation be considered void and of no legal effect against them personally.

LAW OFFICE OF WILLIAM P. NOVICK

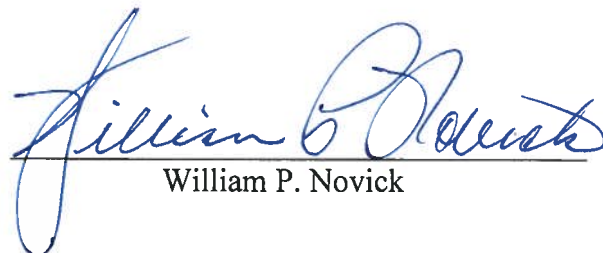
By:   
William P. Novick

### CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Notice of Appearance of Counsel was served upon the entities named below by enclosing same in an envelope addressed to said entities at their business addresses as shown below, and forwarded via Federal Express on the 11<sup>th</sup> day of June, 2012, as follows:

John Therriault, Clerk  
Illinois Pollution Control Board  
James R. Thompson Illinois Center  
100 West Randolph, Suite 11-500  
Chicago, Illinois 60601

Illinois Environmental Protection Agency  
Attention: Division of Legal Counsel  
1021 North Grand Avenue East  
P. O. Box 19275  
Springfield, Illinois 61794-9276

  
William P. Novick

WILLIAM P. NOVICK  
ARDC NO. 6182947  
LAW OFFICE OF WILLIAM P. NOVICK  
501 West DeYoung, Suite 1  
P. O. Box 1083  
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*Law Office of  
William P. Novick*

501 West DeYoung, Suite 1  
P.O. Box 1083  
Marion, Illinois 62959  
Phone: (618) 993-1600  
Fax: (618) 993-1601

---

November 9, 2009

Todd & Tabatha Booten  
C & T Recycling  
3302 Water Tower Road  
Marion, Illinois 62959

RE: Premises Leased from Dr. Thomas E. Porter and Beverly Bible

Dear Mr. & Mrs. Booten:

**DEMAND FOR PAST DUE RENT AND FOR POSSESSION  
PURSUANT TO THE FORCIBLE ENTRY AND DETAINER ACT**

On behalf of Dr. Thomas E. Porter and Beverly Bible, demand is hereby made upon you to pay, within thirty (30) days of this notice, all past due rent on the premises you now occupy at 3302 Water Tower Road, Marion, Illinois 62959. My clients have advised me that the sum of \$10,886.00 in past due rent remains unpaid and, further, that you have refused to enter into any written lease pertaining to your occupancy of said premises. If payment of the past due rent is not made in full on or before December 9, 2009, my clients will declare your "lease" of said premises terminated and, further, will sue for possession thereof or maintain ejectment without further notice or demand. In addition, any such action would include claims for all past due rent and all damages that you may have caused to the building located thereon.

**Only FULL PAYMENT of the rent demanded in this notice will waive the landlords' right to terminate this "lease" under this notice, unless the landlords agree in writing to continue the lease in exchange for receiving partial payment.**

This notice is provided to you pursuant to the provisions of Sections 9-209 and 9-211 of the Forcible Entry and Detainer Act.

My clients have indicated that all discussions pertaining to this matter should be

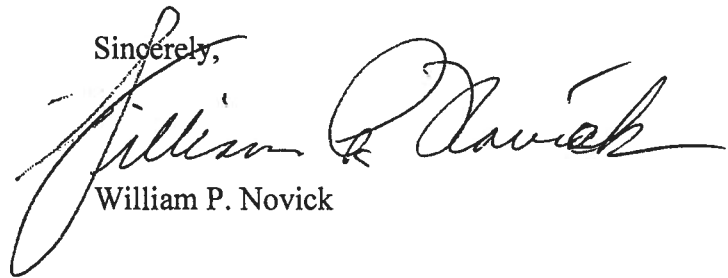
*EXHIBIT A*

conducted with me personally. Apparently, your past promises have not been honored, and my client simply do not wish to be contacted after you receive this correspondence. However, that does not mean that some sort of payment arrangement cannot be negotiated through this office, but you will be required to execute a written lease and to make a reasonable effort to clean up the parking lot as well. It is not my clients' intention to put you out of business, but you will be required to make a substantial payment toward your past due indebtedness to my clients and, further, honor all terms of any agreement which you enter into with my clients. Failure to abide by the terms of any agreement which might be reached will result in legal action, with or without further notice to you.

My clients are not unreasonable and truly wish you success in your business endeavors. However, your compliance with this notice (or with any agreement that might be reached with them) will be absolutely required and monitored by me personally.

You may contact me at the number on this letterhead or at (618) 694-5954 (my personal cell phone). Your immediate attention to this matter is expected. Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "William P. Novick". The signature is fluid and cursive, with a large initial "W" and a long, sweeping underline.

William P. Novick

cc: Dr. Thomas E. Porter  
Beverly Bible

*Law Office of  
William P. Novick*

501 West DeYoung, Suite 1  
P.O. Box 1083  
Marion, Illinois 62959  
Phone: (618) 993-1600  
Fax: (618) 993-1601  
[novick.law@verizon.net](mailto:novick.law@verizon.net)

December 28, 2009

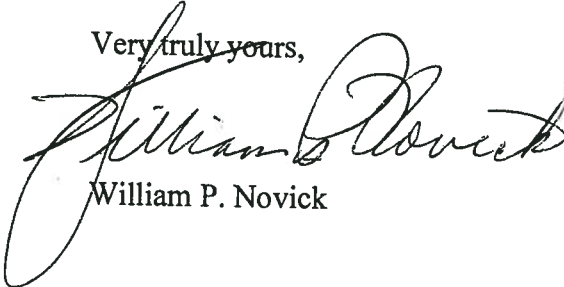
Todd & Tabatha Booten  
C & T Recycling  
3302 Water Tower Road  
Marion, Illinois 62959

RE: Premises Leased from Dr. Thomas E. Porter and Beverly Bible

Dear Mr. & Mrs. Booten:

Per my recent discussion with Tabatha Booten, enclosed please find an "accounting" of the amount currently due under your "lease" of your business premises. According to my clients, you did in fact make payments of \$8,800 and \$1,010 on May 21 and 28, 2008, respectively. However, these amounts brought your rent current only through April, 2008. Since that time, the enclosed information reflects your payments, lack of payments, dishonored checks, late charges, and your balance due as of December 1, 2009. Your balance now stands at \$11,901.00. My clients have advised me that, if suitable payment arrangements may be reached to pay off this balance, they will refrain from filing suit against you. You should contact me directly with any proposal which you wish my clients to consider. To avoid further action, a significant payment toward this indebtedness will be required. Your prompt attention to this matter will be appreciated.

Very truly yours,



William P. Novick

cc: Dr. Tom Porter  
Beverly Bible

EXHIBIT B

*Law Office of  
William P. Novick*

501 West DeYoung, Suite 1  
P.O. Box 1083  
Marion, Illinois 62959  
Phone: (618) 993-1600  
Fax: (618) 993-1601

September 3, 2010

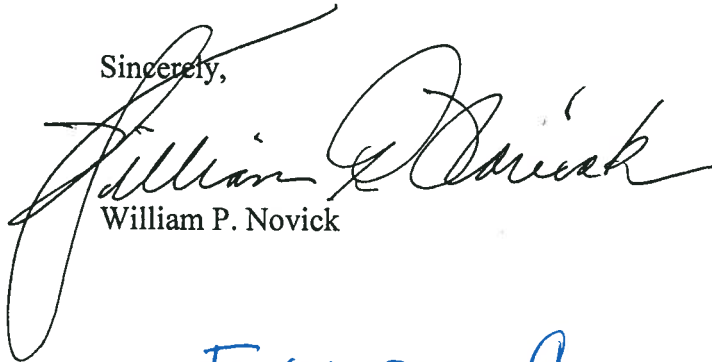
Todd & Tabatha Booten  
C & T Recycling  
3302 Water Tower Road  
Marion, Illinois 62959

RE: Fine Imposed by the Illinois Environmental Protection Agency

Dear Mr. & Mrs. Booten:

It is my opinion that my clients have just about reached the limits of their patience with you. It is my understanding that the Illinois EPA has issued a fine in the amount of \$1,500.00 which is due on or before September 15, 2010. If you do not pay this fine by its due date, I will take delight in ousting you from your business premises as quickly as I can get the paperwork on file. Ordinarily, I do not prefer to do this type of work, but you have consistently failed to comply with your lease requirements. Further, I have long considered Dr. Porter to be a friend of mine, and I have come to feel the same way about Beverly. Fortunately, I now have the "green light" to legally pound the both of you into fine dust, and no whining, excuses, crying, mental breakdowns, or any other potential calamities which do not concern my clients will get in my way. Pay the fine on time or suffer the consequences.

Sincerely,

  
William P. Novick

cc: Dr. Thomas E. Porter  
Beverly Bible

EXHIBIT C

*Law Office of  
William P. Novick*

*501 West DeYoung, Suite 1  
P.O. Box 1083  
Marion, Illinois 62959  
Phone: (618) 993-1600  
Fax: (618) 993-1601  
novick.law@verizon.net*

September 11, 2010

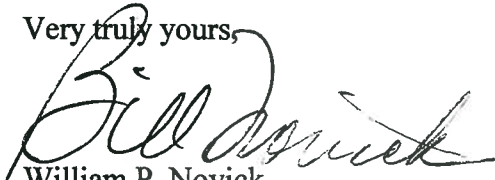
Todd & Tabatha Booten  
C & T Recycling  
3302 Water Tower Road  
Marion, Illinois 62959

RE: Trash/Debris/Upkeep of Property

Dear Mr. & Mrs. Booten:

Earlier today I personally met with my clients who had just "toured" the premises now occupied by your business. My clients have indicated that a great deal of debris, trash, plastic and miscellaneous materials are strewn across their property (and partially hidden by the weeds and/or brush which has not been mowed for some time). If the property is not mowed and the other materials removed immediately, I will personally request that Robert A. Mileur of the Illinois EPA make a second inspection of the property (for the protection of my clients). With this warning to you, my clients now have a complete defense to any violations noted by the EPA if any such inspection of the outside of the premises should in fact occur. My clients will be inspecting the property daily to determine whether you have cleaned up your mess. I suggest that you do so now.

Very truly yours,

  
William P. Novick

cc: Dr. Thomas E. Porter  
Beverly Bible

Exhibit D

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
WILLIAMSON COUNTY, ILLINOIS

FILED  
2

SEP 13 2010

*Stuart Hall*  
CLERK OF THE CIRCUIT COURT

THOMAS E. PORTER )  
and BEVERLY BIBLE, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
TODD BOOTEN and )  
TABATHA BOOTEN, d/b/a )  
C & T RECYCLING, )  
 )  
Defendants. )

No. 2010-LM- 369

**COMPLAINT FOR POSSESSION AND RENT**

Now come the Plaintiffs, Thomas E. Porter and Beverly Bible, by and through their attorney, William P. Novick, and for their complaint against the Defendants, Todd Booten and Tabatha Booten, d/b/a C & T Recycling, state as follows:

**COUNT I**

1. This Court has jurisdiction over the parties to this action and the subject matter thereof.
2. Plaintiffs, Thomas E. Porter and Beverly Bible, are the owners of certain real property with a common address of 3302 Water Tower Road, Marion, Illinois 62959.
3. Defendants, Todd Booten and Tabatha Booten, d/b/a C & T Recycling, have occupied said premises and conducted a business thereon although they, and both of them, have refused to enter into a written lease of the premises. By reason thereof, said Defendants should be considered to be occupying said premises on a month-to-month basis only.
4. Defendants have been occupying said premises owned by Plaintiffs under an oral agreement which Plaintiffs and Defendants have "renegotiated" over the past few years due to Defendants' failure to comply with the original terms of said oral agreement.
5. Defendants have failed to make timely payments to Plaintiffs under said oral agreement. As of the date of filing of this instrument, Defendants are indebted to

EXHIBIT E

Plaintiffs in the sum of \$13,836.00, representing past due rent and late charges.

6. On November 11, 2009, Defendants were served with a "Demand for Past Due Rent and for Possession Pursuant to the Forcible Entry and Detainer Act," said demand dated November 9, 2009 and written by the undersigned attorney. Said demand is attached hereto as "Exhibit A" and proof of service of same is attached hereto as "Exhibit B," both of which are hereby incorporated herein by reference as if set forth verbatim.

7. Further, since the service of said demand, Defendants have failed or refused to comply with Illinois law by not obtaining proper permits required by the Illinois Environmental Protection Agency and have caused a fine to be levied against their business, as well as the owners of the premises.

8. Under the terms of said oral agreement, Defendants are in default.

9. Plaintiffs have demanded from Defendants payment of all sums past due, as well as the payment of the fine levied by the Illinois EPA, but Defendants have failed or refused to pay same.

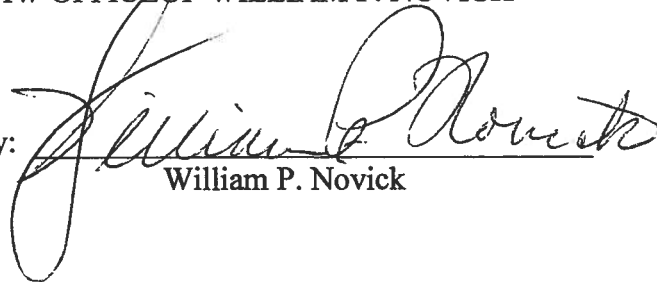
10. Plaintiffs request rent and late charges through and including the date that Defendants are ordered by this Court to vacate the premises.

11. Plaintiffs further request that Defendants be allowed a reasonable time, but not later than the date they are ordered to vacate the premises, to remove their personal property from the premises. After that time, Plaintiffs request that they be allowed, without liability, to remove and/or dispose of all personal property of the Defendants remaining on said premises.

WHEREFORE, Plaintiffs, Thomas E. Porter and Beverly Bible, demand judgment against the Defendants, Todd Booten and Tabatha Booten, in the amount of \$13,836.00, plus rent and late charges through and including the date that the Defendants are ordered to vacate the premises, plus reimbursement of any fine or fines which may be levied against Plaintiffs by the Illinois EPA, plus interest thereafter accruing at the statutory rate, and further demand their costs of suit.

LAW OFFICE OF WILLIAM P. NOVICK

By:



William P. Novick

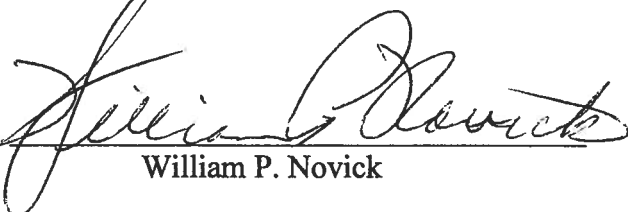
## COUNT II

1. This Court has jurisdiction over the parties to this action and the subject matter thereof.
2. Plaintiffs, Thomas E. Porter and Beverly Bible, are the owners of certain real property with a common address of 3302 Water Tower Road, Marion, Illinois 62959.
3. Defendants, Todd Booten and Tabatha Booten, d/b/a C & T Recycling, have occupied said premises and conducted a business thereon although they, and both of them, have refused to enter into a written lease of the premises. By reason thereof, said Defendants should be considered to be occupying said premises on a month-to-month basis only.
4. Defendants have been occupying said premises owned by Plaintiffs under an oral agreement which Plaintiffs and Defendants have "renegotiated" over the past few years due to Defendants' failure to comply with the original terms of said oral agreement.
5. Upon information and belief, as well as a visual inspection of the premises, Plaintiffs assert that Defendants have caused and may continue to cause extensive damage to the premises. Plaintiffs will not know the full extent of the damage caused by the Defendants until they have the opportunity to fully inspect the premises.
6. Plaintiffs further request that this Court award them damages caused by the Defendants to the premises, as may be subsequently ascertained and proven.

WHEREFORE, Plaintiffs, Thomas E. Porter and Beverly Bible, pray that they be awarded damages caused to the premises by Defendants or, in the alternative, be allowed to petition this Court pursuant to an Order entered in this matter within forty-five (45) days after the Defendants are ordered to vacate the premises.

LAW OFFICE OF WILLIAM P. NOVICK

By:



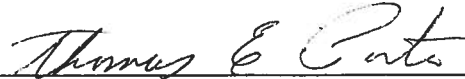
William P. Novick

## VERIFICATION

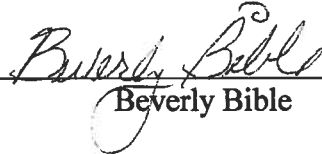
Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certify that the statements set forth in the foregoing



instrument are true and correct, except as to those matters stated to be upon information and belief, and as to such matters, the undersigned certify as aforesaid that they verily believe the same to be true.



Thomas E. Porter



Beverly Bible

WILLIAM P. NOVICK  
ARDC NO. 6182947  
ATTORNEY FOR PLAINTIFFS  
LAW OFFICE OF WILLIAM P. NOVICK  
501 West DeYoung, Suite 1  
P. O. Box 1083  
Marion, Illinois 62959  
Telephone: (618) 993-1600  
Facsimile: (618) 993-1601  
E-mail: [billnovick1952@yahoo.com](mailto:billnovick1952@yahoo.com)

*Law Office of  
William P. Novick*

501 West DeYoung, Suite 1

P.O. Box 1083

Marion, Illinois 62959

Phone: (618) 993-1600

Fax: (618) 993-1601

---

November 9, 2009

Todd & Tabatha Booten  
C & T Recycling  
3302 Water Tower Road  
Marion, Illinois 62959

RE: Premises Leased from Dr. Thomas E. Porter and Beverly Bible

Dear Mr. & Mrs. Booten:

**DEMAND FOR PAST DUE RENT AND FOR POSSESSION  
PURSUANT TO THE FORCIBLE ENTRY AND DETAINER ACT**

On behalf of Dr. Thomas E. Porter and Beverly Bible, demand is hereby made upon you to pay, within thirty (30) days of this notice, all past due rent on the premises you now occupy at 3302 Water Tower Road, Marion, Illinois 62959. My clients have advised me that the sum of \$10,886.00 in past due rent remains unpaid and, further, that you have refused to enter into any written lease pertaining to your occupancy of said premises. If payment of the past due rent is not made in full on or before December 9, 2009, my clients will declare your "lease" of said premises terminated and, further, will sue for possession thereof or maintain ejectment without further notice or demand. In addition, any such action would include claims for all past due rent and all damages that you may have caused to the building located thereon.

**Only FULL PAYMENT of the rent demanded in this notice will waive the landlords' right to terminate this "lease" under this notice, unless the landlords agree in writing to continue the lease in exchange for receiving partial payment.**

This notice is provided to you pursuant to the provisions of Sections 9-209 and 9-211 of the Forcible Entry and Detainer Act.

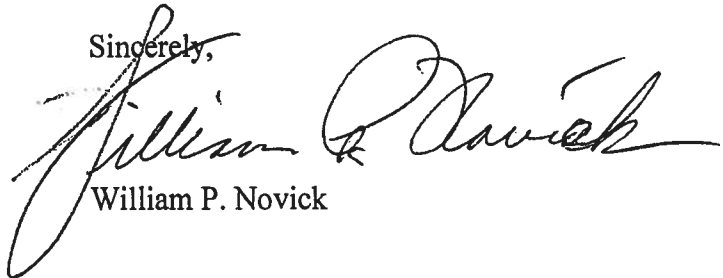
My clients have indicated that all discussions pertaining to this matter should be

conducted with me personally. Apparently, your past promises have not been honored, and my client simply do not wish to be contacted after you receive this correspondence. However, that does not mean that some sort of payment arrangement cannot be negotiated through this office, but you will be required to execute a written lease and to make a reasonable effort to clean up the parking lot as well. It is not my clients' intention to put you out of business, but you will be required to make a substantial payment toward your past due indebtedness to my clients and, further, honor all terms of any agreement which you enter into with my clients. Failure to abide by the terms of any agreement which might be reached will result in legal action, with or without further notice to you.

My clients are not unreasonable and truly wish you success in your business endeavors. However, your compliance with this notice (or with any agreement that might be reached with them) will be absolutely required and monitored by me personally.

You may contact me at the number on this letterhead or at (618) 694-5954 (my personal cell phone). Your immediate attention to this matter is expected. Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "William P. Novick". The signature is fluid and cursive, with a large initial "W" and "N".

William P. Novick

cc: Dr. Thomas E. Porter  
Beverly Bible



# Williamson County Sheriff's Office

## AFFIDAVIT OF SERVICE

Document: DEMAND

Received Date: 11/10/2009

Issue Date: 11/09/2009

Expire Date: / /

### DEFENDANT/PERSON TO BE SERVED:

Name: Booten, Todd A Alternate Address:  
 Address: 3900 Alum Cave Rd  
Marion IL 62959  
 Process #: 001 - 2009 - 002688  
 CASE #: DEMAND  
 PLAINTIFF: William Novik -VS- Todd Booten

Paper Type:

(A) I CERTIFY THAT I SERVED THE ABOVE PAPERS ON THE DEFENDANT AS FOLLOWS:

       1 PERSONAL SERVICE: BY LEAVING A COPY OF THE ABOVE PAPERS WITH THE NAMED PERSON PERSONALLY.

2 SUBSTITUTE SERVICE: BY LEAVING A COPY OF THE ABOVE PAPERS AT THE ABOVE HOME WITH SOME PERSON OF THE FAMILY, OF THE AGE OF 13 YEARS OR UPWARDS, AND INFORMING THAT PERSON OF THE CONTENTS THEREOF. ALSO, A COPY OF THE ABOVE PAPERS WAS MAILED TO THE DEFENDANT AT THE ABOVE ADDRESS.

       3 SERVICE ON: CORPORATION COMPANY BUSINESS PARTNERSHIP BY LEAVING A COPY OF THE ABOVE PAPERS (OR INTERROGATORIES) WITH THE REGISTERED AGENT, AUTHORIZED PERSON OR PARTNER OF THE DEFENDANT.

(B) Sheriff **CUNDIFF, SHERIFF THOMAS** BY FOSSE, JAMES DEPUTY

NAME OF DEFENDANT/PERSON TO BE SERVED: Booten, Todd A

SEX        RACE W DOB       

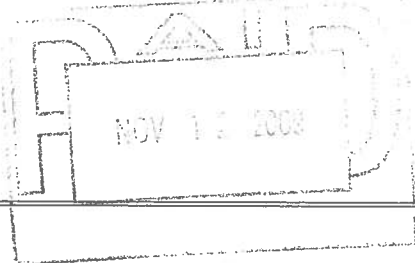
PERSON TO BE SERVED FOR DEFENDANT/PERSON: Booten, Tabatha S

RELATIONSHIP TO DEFENDANT/PERSON: Spouse

ADDRESS SERVED: 3900 Alum Cave Rd Marion IL 62959

SERVED ON DATE/TIME: November 12, 2009 9:17AM

REMARKS: 35.00 FEE/SERVED WIFE TABATHA BOOTEN AT RES./WF 3/27/70/COPY MAILED 11/12/09





# Williamson County Sheriff's Office

200 W Jefferson ST  
Marion, IL 62959  
618-997-6541

## INVOICE FOR SERVICE November 12, 2009

Page: 1 of 1

Service for: Novick Law Office

POB 1083  
Marion IL 62959

Process #: 001 - 2009 - 002688

Case #: DEMAND

William Novik -VS- Todd Booten

Person to be Served:

Booten, Todd A (Served)

3900 Alum Cave Rd, Marion, IL 62959

Date	Service Charge Service Description	Mileage	Payment Received From	Payment Method	Paid Out To	Refunded To
11/10/2009	\$35.00		\$35.00	CASH		
<b>Sub-Totals:</b>	<b>\$35.00</b>	<b>\$0.00</b>	<b>\$35.00</b>		<b>\$0.00</b>	<b>\$0.00</b>

<b>Total Charges:</b>	\$35.00
<b>- Total Received:</b>	\$35.00
<b>- Total Paid Out:</b>	\$0.00
<b>- Total Refunded:</b>	\$0.00
<b>AMOUNT or DUE:</b>	<b>\$0.00</b>

