

STATE OF ILLINOIS  
THE CIRCUIT COURT OF THE 17<sup>th</sup> JUDICIAL CIRCUIT  
COUNTY OF WINNEBAGO

BOARD OF EDUCATION OF ROCKFORD	)	
PUBLIC SCHOOLS DISTRICT 205,	)	
WINNEBAGO-BOONE COUNTIES, IL	)	
	)	
Plaintiff/Counter Defendant	)	
	)	
vs.	)	NO. 2012 L 300
	)	
CLARK WANG AND HUILI WANG,	)	
	)	
Defendants/Counter Plaintiffs.	)	

First Amended Counter-Claim

COUNT I

Breach of Contract

NOW COMES the Defendants, CLARK WANG AND HUILI WANG by their attorneys, SREENAN & CAIN, P.C., JIM HURSH, and for their First Amended Counter Claim state as follows:

1. Defendant's/Counter plaintiff's reside at 1404 Nelson Blvd. Rockford, Illinois.
2. Plaintiff/Counter defendant, Rockford Public School District 205 (RPSD 205) is a body politic duly formed per the laws of the State of Illinois and United States of America.
3. On or about the parties hereto entered into an Agreement and Settlement regarding the defendant/counter plaintiff's children Maxwell and Allison residence within School District 205.
4. Said agreement is attached hereto and made a part hereof as Exhibit A as if fully set forth.
5. According to the agreement the defendant/counter plaintiffs' children could attend RPSD 205 as residents of the district upon establishing residency. (Page 3 paragraph 4 of Exhibit A)
6. On March 12, 2012, the defendant's/counter plaintiff's attempted to enroll Allison as a resident of district 205.
7. On March 12, 2012 the defendant/counter plaintiff's child was denied enrollment in RPSD 205.
8. Defendant/Counter plaintiffs met all requirements to enroll Allison as a resident student of RPSD 205.
9. Defendant/Counter plaintiffs have enrolled Allison in a private school.
10. Maxwell Wang was also denied enrollment as a resident student of RPSD 205.

11. Maxwell did not graduate from High School.
12. Maxwell missed all activities and experiences enjoyed by RPSD students as his senior year in high school was denied to him.
13. Plaintiff's/Counter defendant's refusal to allow the Wang children to enroll in RPSD 205 is a Breach of the Settlement Agreement.

Wherefore, defendants/Counter Plaintiffs Clark and Huili Wang respectfully request this court:

1. Find the plaintiff/counter defendant have breached the Settlement Agreement,
2. Enter judgment in favor of defendants/counter plaintiffs in an amount in excess of one hundred thousand dollars (\$100,000.00)
3. For any further relief the court deems just and appropriate

#### COUNT II

#### VIOLATION OF ILLINOIS STATE CONSTITUTION ARTICLE 10 SECTION 1

NOW COMES the Defendants, CLARK WANG AND HUILI WANG by their attorneys, SREENAN & CAIN, P.C., JIM HURSH, and for their First Amended Counter Claim state as follows:

1. Defendant's/Counter plaintiff's reside at 1404 Nelson Blvd. Rockford, Illinois.
2. Plaintiff/Counter defendant, Rockford Public School District 205 (RPSD 205) is a body politic duly formed per the laws of the State of Illinois and United States of America.
3. On or about the parties hereto entered into an Agreement and Settlement regarding the defendant/counter plaintiff's children Maxwell and Allison residence within School District 205.
4. Said agreement is attached hereto and made a part hereof as Exhibit A as if fully set forth.
5. According to the agreement the defendant/counter plaintiffs' children could attend RPSD 205 as residents of the district upon establishing residency. (Page 3 paragraph 4 of Exhibit A)
6. On March 12, 2012, the defendant's/counter plaintiff's attempted to enroll Allison as a resident of district 205.
7. On March 12, 2012 the defendant/counter plaintiff's child was denied enrollment in RPSD 205.
8. Defendant/Counter plaintiffs met all requirements to enroll Allison as a resident student of RPSD 205.
9. Defendant/Counter plaintiffs have enrolled Allison in a private school.
10. Maxwell Wang was also denied enrollment as a resident student of RPSD 205.

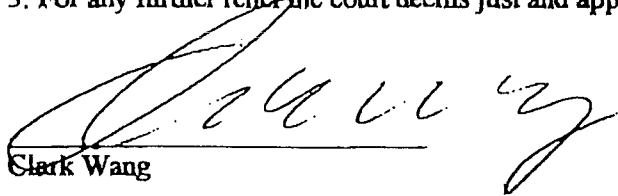
11. Maxwell did not graduate from High School.

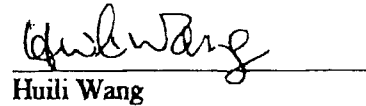
12. Maxwell missed all activities and experiences enjoyed by RPSD students as his senior year in high school was denied to him.

13. Plaintiff's/Counter defendant's refusal to allow the Wang children to enroll in RPSD 205 is a violation of Article 10 section 1 of the Illinois Constitution.

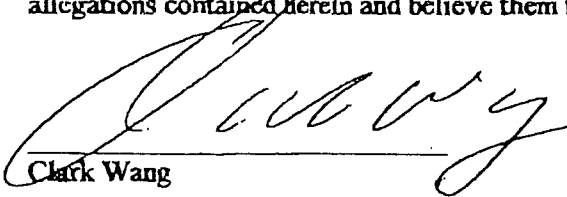
Wherefore, defendants/Counter Plaintiffs Clark and Huili Wang respectfully request this court:

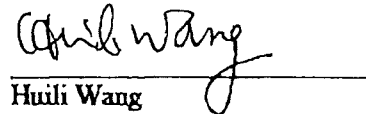
- 1. Find the plaintiff/counter defendant have violated Illinois State Constitution
- 2. Enter judgment in favor of defendants/counter plaintiffs in an amount in excess of one hundred thousand dollars (\$100,000.00)
- 3. For any further relief the court deems just and appropriate

  
 \_\_\_\_\_  
 Clark Wang

  
 \_\_\_\_\_  
 Huili Wang

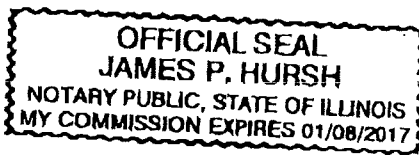
We, Clark Wang and Huili Wang after being sworn do hereby verify that we have read and understand the allegations contained herein and believe them to be true to the best of our knowledge.

  
 \_\_\_\_\_  
 Clark Wang

  
 \_\_\_\_\_  
 Huili Wang

SUBSCRIBED AND SWORN  
to before me this 26 day of  
March, 2014.

  
 \_\_\_\_\_  
 Notary Public



Signed pursuant to Supreme  
Court Rule 137

  
 \_\_\_\_\_  
 Jim Hursh

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), entered into and effective as of the latest date written below, is by and between the BOARD OF EDUCATION OF ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205, WINNEBAGO-BOONE COUNTIES, ILLINOIS, a local governmental entity organized under the laws of Illinois (hereinafter referred to as the "Board") and Clark and Huili Wang (hereinafter referred to as "Mr. and Mrs. Wang").

### RECITALS

WHEREAS, certain controversies have arisen between the Board and Mr. and Mrs. Wang, including controversies regarding the Wangs' status as residents of District No. 205 and attendance by [REDACTED] Wang, M [REDACTED] Wang, and A [REDACTED] Wang (collectively, the "Wang Children") at schools within the District without payment of tuition during the 2009-2010 school year through November 22, 2011, with regard to the Illinois School Code, 105 ILCS 5/10-20.12b(b) (hereinafter, the "Non-residency Matter").

WHEREAS, the parties acknowledge that a hearing was held on the Non-residency Matter before a hearing officer on November 8, 2011, pursuant to which the hearing officer concluded that, as of June 30, 2009, the Wang Children no longer resided within the boundaries of District No. 205 ("Hearing Officer Decision"). The parties further acknowledge that the Board thereafter affirmed the Hearing Officer Decision on November 22, 2011 ("Board Resolution"). The parties further acknowledge that Mr. and Mrs. Wang, and all of the Wang Children, continue to maintain that they have at all relevant times resided, and do presently reside, within the boundaries of District No. 205. In the interest of resolving the pending disputes, Mr. and Mrs. Wang acknowledge that the District, Board, and Hearing Officer find or have found, as applicable, that Mr. and Mrs. Wang do not presently satisfy the District's residency requirements and did not satisfy them for part or all (as varies among the District, Board, and Hearing Officer) of the period at issue in the Non-residency Matter.

WHEREAS, pursuant to the Board Resolution, and consistent with long-standing precedent and Board policy prohibiting enrollment by non-resident students in specialized programs, including the Gifted Program in which both M [REDACTED] and A [REDACTED] Wang were then-currently enrolled, M [REDACTED] Wang and A [REDACTED] Wang were no longer permitted to attend school within District No. 205 beginning November 23, 2011.

WHEREAS, through this Agreement, the Board and Mr. and Mrs. Wang wish to resolve amicably and finally any and all claims and issues the Board has or claims to have against Mr. and Mrs. Wang pertaining to the Non-residency Matter.

THEREFORE, in consideration of the above and the covenants and promises set forth in this Agreement, the parties agree as follows:

### AGREEMENTS

1. Settlement Terms. In full satisfaction of any claims the Board may have against Mr. and Mrs. Wang with respect to the Non-residency Matter, the parties agree to the following terms of settlement:



- a. Execution by the parties of this Agreement.
  - b. Payment on behalf of Mr. and Mrs. Wang to the Board in the total amount of \$61,998.88 ("Settlement Payment"). A minimum of twenty-five percent (25%) of the Settlement Payment (\$15,499.72) shall be paid to the Board within seven (7) days of the effective date of this Agreement. Payments shall be delivered to the attention of the Board's General Counsel. The remaining balance of the Settlement Payment shall be paid to the Board in twenty-four equal monthly installments, the first of which shall be paid to the Board no later than thirty (30) days following the effective date of this Agreement.
  - c. The Board will allow M [REDACTED] Wang and A [REDACTED] Wang (either or both at Mr. and Mrs. Wang's election) to be enrolled as non-resident students in District schools for the remainder of the 2011-2012 school year. Mr. and Mrs. Wang shall be required to pay tuition and related costs as set by the Board, as of the first school day following the effective date of this Agreement. The parties acknowledge that neither M [REDACTED] Wang nor A [REDACTED] Wang shall be eligible for enrollment in the Gifted Program during the 2011-2012 school year, or for so long as they remain non-residents of the District.
  - d. The Board will allow M [REDACTED] Wang to be admitted to the JROTC program at Auburn High School for the remainder of the 2011-2012 school year. The District, Board, or other body as applicable, will give reasonable consideration to M [REDACTED] Wang's participation in such program for future years in which M [REDACTED] Wang is admitted to attend District schools, without consideration of the Non-residency Matter, and consistent with Board, District, and other applicable policies and precedents.
  - e. The parties are responsible for their own attorneys' fees, costs and expenses relating to the Non-residency Matter.
  - f. The parties shall cause to be done such other actions, if any, that shall be reasonably necessary or appropriate to effect the terms of this Agreement.
2. Waiver of Right to Appeal. Mr. and Mrs. Wang expressly acknowledge that by executing this Agreement, they hereby waive all rights of appeal to the Circuit Court of Winnebago County or elsewhere, with respect to the Hearing Officer Decision and/or the Board Resolution. The parties acknowledge and agree that the Board Resolution and the Hearing Officer Decision shall constitute the Board's final action in the Non-residency Matter, subject to the terms of this Agreement. The parties acknowledge and understand that this Agreement in no way binds the Winnebago County State's Attorney's Office, or any other governmental entity, with respect to any matters related to the Non-residency Matter. The District will, upon written request from Mr. and Mrs. Wang, provide a statement to any governmental entity or third party reflecting that Mr. and Mrs. Wang have entered the above-described payment arrangement and the then-current status of payments under such arrangement.

3. Future Admission Determination. Pursuant to Board Policy 7.60, non-resident students may attend schools within District No. 205 upon the approval of a request submitted by the student's parent/guardian for nonresident admission, which the Superintendent may (but is not required to) approve on a year-to-year basis. The parties further acknowledge that enrollment of the Wang Children at District schools for the remainder of this 2011-2012 school year does not authorize enrollment at District schools in subsequent school years. The Board agrees, however, that upon submission of a request for admission of the Wang Children in a District school pursuant to Board Policy 7.60, a determination for admission shall be made without consideration of the Non-residency Matter, and consistent with Board policy and precedent.
4. Establishment of Residency in Future. In the event that Mr. and Mrs. Wang hereafter establish residency within the boundaries of District No. 205, in accordance with the Illinois School Code and upon submission of adequate documentation to the Board, Mr. and Mrs. Wang shall be afforded the same rights with respect to admission of the Wang Children in District No. 205 schools as other similarly situated District residents.
5. Integrated Agreement. This Agreement contains the complete and final terms of settlement between the parties hereto, and the parties hereto represent that there are no oral understandings or side agreements or any additional terms or undertakings between the parties, and that each has entered into this Agreement after having the opportunity to consult with legal counsel.
6. Amendments. This Agreement shall not be amended or modified except by a subsequent written agreement between the parties signed by all the parties.
7. Severability. If any provision of this Agreement is invalid, illegal or unenforceable by reason of any rule of law, administrative order, judicial decision or public policy, all other terms and provisions of this Agreement shall remain in full force and effect.
8. Binding Nature. This Agreement shall be binding upon, and inure to the benefit of, the parties and their heirs, successors and assigns.
9. Assignment. This Agreement, and the rights and obligations of each party to this Agreement, may neither be assigned nor delegated without the express written authorization of each party to this Agreement.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
11. Agreement Drafted by All Parties. The parties acknowledge that this Agreement has been drafted by all parties hereto, and agree that any ambiguity or uncertainty herein shall not be construed in favor of one party to the detriment of another.
12. Headings for Convenience Only. The headings at the beginning of each paragraph are for the convenience of the parties and are not meant to restrict, limit or modify the provisions of this Agreement in any manner.

13. Signatures in Counterpart. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signature pages may be transmitted by facsimile or may be scanned and transmitted by email. Upon delivery of the facsimile or scan, a signature shall be deemed an original and shall be admissible in evidence.
14. No admission of liability. The parties acknowledge that no party makes any admission of liability herein, this Agreement being made for the purpose of avoiding further litigation and resolving the disputes pending among the parties. More specifically, but without limitation, the parties acknowledge one another's position on the residency of Mr. and Mrs. Wang and the Wang Children as set forth in the final sentence of the second Recital, above.

[Signature Page Follows]

**AGREED TO AND ACCEPTED BY:**

**CLARK WANG**

*Clark Wang*  
Dated: Dec 12, 2011

**HUILI WANG**

*Huili Wang*  
Dated: Dec. 12, 2011

**BOARD  
APPROVED**

**DEC 13 2011**

Rockford Public Schools

**BOARD OF EDUCATION OF ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205,  
WINNEBAGO-BOONE COUNTIES, ILLINOIS**

By: *Harmon L. Mitchell*  
President

Date: DEC 13 2011

**ATTEST:**

*Lisa Jackson*  
Secretary



---

COVER

---

---

---

---

---

SHEET

---

**FAX**

**To:** Attorney Iasparro  
**Fax #:** 815-490-4901  
**Subject:** Wang 2012-L-300  
**Date:** March 26, 2014  
**Pages:** 9

From the desk of...  
James P. Hursh  
Attorney at Law  
Sreenan & Cain, P.C.  
321 West State Street, Suite 700  
Rockford, Illinois 61101

(815) 962-5490  
Fax: (815) 962-2755

**STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
COUNTY OF WINNEBAGO**

BOARD OF EDUCATION OF ROCKFORD )  
 PUBLIC SCHOOLS DISTRICT 205, )  
 WINNEBAGO-BOONE COUNTIES, IL )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CLARK WANG AND HUILI WANG, )  
 )  
 Defendants. )

NO. 2012 L 300

**FILED**  
 Date: 10/21/13  
 By: *Harold A. Klein*  
 Clerk of the Circuit Court  
 Winnebago County, IL  
 Deputy

**REPLY TO MOTION FOR PARTIAL SUMMARY JUDGMENT**

NOW COMES the Defendants, CLARK WANG and HUILI WANG, by and through their attorneys, Sreenan & Cain, P.C., JIM HURSH, states as their answers to the Motion For Partial Summary Judgment as follows:

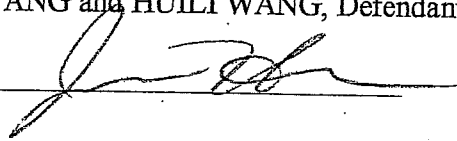
1. Defendants admit the allegation contained in paragraph one of the Motion For Partial Summary Judgment.
2. Defendants admit the allegation contained in paragraph two of the Motion For Partial Summary Judgment.
3. Defendants admit the allegation contained in paragraph three of the Motion For Partial Summary Judgment.
4. Defendants admit the allegation contained in paragraph four of the Motion For Partial Summary Judgment.
5. Defendants deny the allegation contained in paragraph five of the Motion For Partial Summary Judgment.
6. Defendants admit they waived right of appeal of the board's findings contained in paragraph six of the Motion For Partial Summary Judgment.
7. Defendants deny no genuine issue of material fact exists contained in paragraph seven of the Motion For Partial Summary Judgment.
8. Defendants deny owing \$3,607.07 as M.W. and A.W. had proven residency in district 205 as of March 2012 pursuant to paragraph four of the Settlement Agreement. See attached exhibits A and B. Furthermore M.W. attended the JROTC program; Thus the

defendants owe nothing for M.W's attendance as set forth in paragraph 1d of the settlement agreement. Furthermore A.W. never returned to Rockford Public School District 205 after November 23, 2011.

**WHEREFORE**, the Defendants, CLARK WANG and HUILI WANG, pray this Court enter an order as follows:

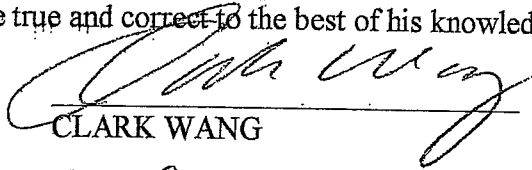
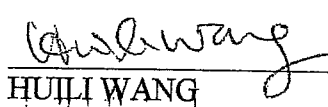
- A. Deny the Plaintiff's Motion For Partial Summary Judgment; and
- B. For any other relief the court deems just and appropriate.

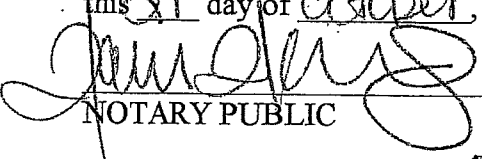
CLARK WANG and HUILI WANG, Defendant's

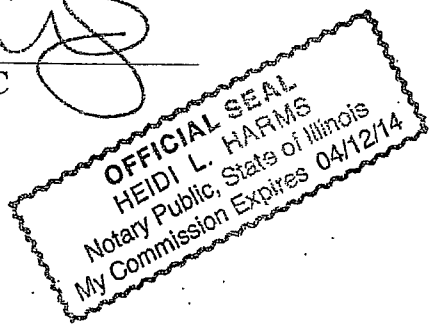
By: 

STATE OF ILLINOIS            )  
  )SS.  
COUNTY OF WINNEBAGO    )

CLARK WANG and HUILI WANG, being first duly sworn on oath, deposes and states that she has read the above and foregoing Answer To Amended Complaint; that he knows the contents contained therein; and that the same are true and correct to the best of his knowledge.


  
\_\_\_\_\_  
CLARK WANG  
  
\_\_\_\_\_  
HUILI WANG

Subscribed and sworn to before me  
this 21 day of October, 2013  
  
\_\_\_\_\_  
NOTARY PUBLIC

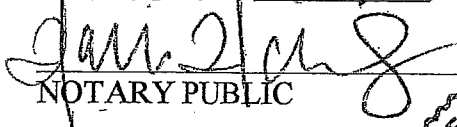


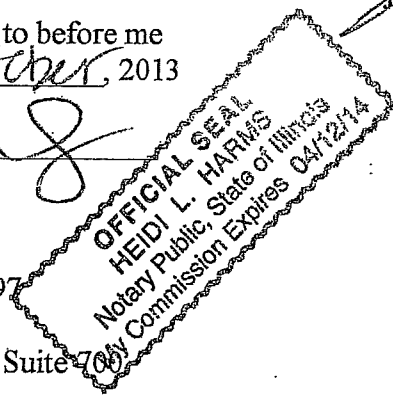
**ATTORNEY PLEADING CERTIFICATION**

I, JIM HURSH, hereby certify that I have read the foregoing pleading and, after making a reasonable inquiry, to the best of my knowledge I believe said pleading to be well-founded in fact and warranted by existing law.

  
\_\_\_\_\_  
JIM HURSH

Subscribed and sworn to before me  
this 21 day of October, 2013

  
\_\_\_\_\_  
NOTARY PUBLIC



*Prepared by:*  
JIM HURSH, #6230997  
Sreenan & Cain, P.C.  
321 West State Street, Suite 700  
Rockford, IL 61101  
(815) 962-5490