

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

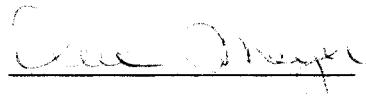
FILED  
 OCT 10 AM 8:13  
 CLERK OF CIRCUIT COURT  
 WILL COUNTY ILLINOIS

IN RE: THE MARRIAGE OF	)	
	)	
RAYMOND J. MEYER, JR.,	)	
	)	
Petitioner	)	
	)	
and	)	99-D-283
	)	
ANA J. MEYER,	)	
	)	
Respondent.	)	

**NOTICE OF FILING  
PETITION TO SUBSTITUTE JUDGE FOR CAUSE**

TO: Edward Jaquays, Five W. Jefferson St., #200, Joliet, Illinois  
 All Circuit Court and Associate Judges, Will County, Illinois

PLEASE TAKE NOTICE that on November 7, 2008, I filed my NOTICE OF FILING PETITION TO SUBSTITUTE JUDGE FOR CAUSE with the Clerk of the Circuit Court of Will County, a copy of which is hereby served upon you.



**PROOF OF SERVICE**

I, Ana Meyer, certify that she served a copy of the foregoing "NOTICE OF FILING PETITION TO SUBSTITUTE JUDGE FOR CAUSE" by mailing copies thereof to all parties of record at their respective addresses from the U.S. Post Office in Joliet, IL, full postage prepaid, on November 7, 2008 before the time of 4:30 p.m.

**CERTIFICATION BY VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

  
 Ana J. Meyer

Ana J. Meyer  
 1955 Island Dr.  
 Morris, IL 60450

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

IN RE: THE MARRIAGE OF	)	
	)	
RAYMOND J. MEYER, JR.,	)	
	)	
Petitioner	)	
	)	
and	)	99-D-283
	)	
ANA J. MEYER,	)	
	)	
Respondent.	)	

09/10/10 AM 8:43  
 CLERK OF COURT  
 WILL COUNTY ILLINOIS

**PETITION TO SUBSTITUTE JUDGE FOR CAUSE**

NOW COMES the Respondent, Ana J. Meyer (“ANA ”), and petitions the Circuit Court of Will County to substitute another judge for that of Judge Robert Baron for cause. In support of her Petition, including her Affidavit, she states:

1. The U.S. Constitution, Article VI, cl. 2 states: “This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, **shall be the supreme law of the land**; and the **judges in every state shall be bound thereby**, anything in the Constitution or laws of any State to the contrary notwithstanding. [Emphasis added].

The Supreme Law of the Land holds that “the supreme law of the land which all courts - State and Federal - must observe.”; “The States cannot, in the exercise of control over local law and practice, vest state courts with power to violate the supreme law of the land.” **Kalb v. Feuerstein**, 308 U.S. 433, 60 S.Ct. 343, 346 (1940) .

Judge Baron has knowingly, intentionally, deliberately, and conscientiously violated ANA’s First Amendment Constitutional Right by interfering with ANA’s ability to provide the Court with all documents to support her position, as Judge Baron has violated the

Supreme Law of the Land and Illinois law, and hindered ANA's access to court records which are public records. Under both the Supreme Law of the Land and Illinois law, court records are public records. Yet, in spite of being public records, and that the Office of the Clerk of the Circuit Court has, under the Illinois statutes, 705 ILCS 105/1, et seq., the duty to keep control of the records of the Court, the Deputy Clerk of the Circuit Court continued to inform me that they did not have the court file, and that the court file was checked out to Judge Baron and was unavailable for inspection, review, and/or copying, as required by the Supreme Law of the Land and the Illinois statutes. "There is a parallel right of access to court records embodied in the first amendment to the United States Constitution (U.S. Const., amend.I). Grove Fresh Distributors, Inc. v. Everfresh Juice Co., 24 F.3d 893, 897 (7th Cir.1994). The first amendment right presumes a right to inspect court records which have "historically been open to the public" and disclosure of which would further the court proceeding at issue. United States v. Corbitt, 879 F.2d 224, 228 (7th Cir.1989) , cited by the Illinois Supreme Court in Skolnick v. Altheimer & Grey, 191 Ill.2d. 214, 730 N.E.2d 4 (2000).

In addition, my First Amendment Constitutional Rights include being before a judge who is impartial. Interfering with my access to my court records is a violation of my Constitutional Rights, is an action of bias against me, and deprives this Court of subject-matter jurisdiction. In Nixon v. Warner Communications, Inc., 435 U.S. 589, 597, 98 S.Ct. 1306, 1312, 55 L.Ed.2d 570, 579 (1978), the United States Supreme Court acknowledged the existence of a common law presumption that allows the public to "inspect and copy public records and documents, including judicial records and documents."

A judge who violates the Supreme Law of the Land and/or the Illinois Supreme Court acts without legal judicial authority.

It is unlawful for a judge to act in violation of the U.S. Constitution, to deny any person their First Amendment Rights. A judge is prohibited from not complying with the U.S. Constitution, from attacking the U.S. Constitution.

2. Under Illinois law, judges, being attorneys, are bound by the Illinois Attorney Rules of Professional Conduct. **In re Witt**, 145 Ill.2d 380, 583 N.E.2d 526 (1991); **In re McGarry**, 380 Ill. 359, 44 N.E.2d 7 (1942). Further, as an Illinois licensed attorney, he “is responsible for knowing and following the rules and laws of this state . **Applebaum v. Rush University Medical Center**, 376 Ill.App.3d 993, 877 N.E.2d 80 (2007). Judge Baron has not followed the rules and law of this state.

3. ANA terminated attorney Edward Jaquays and the Law Offices of Edward R. Jaquays on May 16, 2006. However, Edward Jaquays did not file his Motion to Withdraw until July 28, 2006. Judge Baron granted Jaquays leave to withdraw on September 25, 2006, almost two months after Jaquays filed a Motion to Withdraw.

4. Under 750 ILCS 5/501(c-1), a judge shall enter an order that allocates available funds for each party's counsel, including retainers or interim payments, or both, previously paid, in a manner that achieves substantial parity between the parties, among other enumerated factors. Based on the documents served upon me, and not including the documents being unlawfully withheld by Judge Baron, my calculations indicate that the attorney fees paid by the Petitioner, Raymond Meyer, to his attorneys, was \$43,454.86.

However, Judge Baron granted interim attorney fees to Jaquays in the amount of \$86,1143 on or about June 23, 2004, in addition to the \$10,000 paid to Jaquays as a security retainer. This amount greatly exceeds substantial parity, that is permitted by statute. Judge Baron later granted an additional interim fees of \$63, 600.34, thus providing further evidence

his bias against ANA, his bias in favor of Jaquays, and his violation of Illinois statutes.

Judge Baron had only lawful statutory authority to grant temporary attorney fees to Jaquays in only an amount that was in substantial parity with that paid to Raymond Meyer's attorneys. This he did not do. He violated Illinois statutes. He demonstrated his bias against ANA. He violated the Supreme Law of the Land.

I suggest that the granting of an award of temporary attorney fees in the amount of \$149,743.34, in addition to the other payments to Jaquays of \$81,883.00., to Jaquays is not in substantial parity with the amount of \$43,484.86 awarded to the attorneys employed by Raymond Meyer. Either Judge Baron is not knowledgeable or competent in the law, or else he has knowingly, intentionally, deliberately and conscientiously acted with bias to ANA, a violation of ANA's First Amendment Right. Further, as interim attorney fees are not final, they are paid only as a security against possible attorney fees that may be granted in the future. Such funds must be deposited in a client-escrow account, not in a business account, as they do not belong to the attorney until final fees are granted.

5. Attorney Jaquays filed a lien upon ANA's home, based on the improper interim fees awarded to him. As the Court could modify the alleged attorney fees, which did not comply with Illinois statute, Jaquays had no authority to interfere with ANA's rights to her home.

Further, Jaquays obtained a wage garnishment order against ANA, which eventually was dismissed. There is no statutory authority for this wage garnishment to have occurred.

To add insult to injury, Jaquays started charging 12% interest on the interim fees. [Exhibit A]. ANA knows of no authorization to charge such interest charges on interim

attorney fees.

6. When the interim fees were challenged, Judge Baron set a hearing on the interim fees, but ordered the lien upon ANA's property by Jaquays to remain as security for possible attorney fees. This he had no authority to do. By doing so, he further demonstrated his bias against ANA. Judge Baron demonstrated his lack of subject-matter jurisdiction, in violation of ANA's First Amendment Constitutional Right to be before a judge who is impartial.

7. On October 27, 2008, I notified attorney Jeffrey Harris by email, and immediately on the same day, followed it up by mail that he was terminated for cause. Copy of the Notice of Termination for Cause is attached as Exhibit B. Attorney Jeffrey Harris no longer represented me on or after October 27, 2008.

8. On October 31, 2008, attorney Harris left a voice-mail message informing me that Judge Baron has refused to allow me to represent myself or to obtain an attorney of my choice, in violation of my Constitutionally-protected Right to counsel of my choice. As a voice-mail message is not a valid order under Illinois law, and as a valid Order was not served upon ANA, it has no validity.

9. In a letter dated November 3, 2008 from attorney Jeffrey Harris, he confirmed that Judge Baron had been informed that attorney Harris was terminated immediately for cause. In spite of the fact that Harris no longer represented ANA, Judge Baron held a hearing that affected ANA, without her having any legal representation. ANA was not given her 21 days to obtain representation after attorney Jeffrey Harris lawfully withdrew, as required by Supreme Court Rule 13. Another instance of bias against me by Judge Baron; another instance where Judge Baron does not comply with the law.

10. Judge Baron either refuses to comply with the law, or does not know the law.

What has Judge Baron received for his refusal to comply with the law? I have been informed that Judge Baron has received gifts from attorney Edward Jaquays. Is it true that Judge Baron is a guest of attorney Edward Jaquays when Judge Baron goes on vacation? Is this a reason for Judge Baron awarding excessive fees to Edward Jaquays? What additional reasons are there?

Why did Judge Baron grant unlawful attorney fees to Jaquays in the case of In re Marriage of Tantiwongse, 371 Ill.App.3d 1161, 863 N.E.2d 1188 (2007), in which the Appellate ruled against Jaquays? In what other cases did Judge Baron grant unlawful fees to Jaquays?

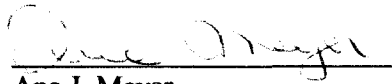
What is the relationship between Judge Baron and Jaquays?

#### CONCLUSION

Having acted in violation of the First Amendment; having granted fees in violation of Illinois statutes, having acted with bias against ANA, having granted excessive fees to Jaquays, and having acted with bias in favor of Jaquays, Judge Baron has acted improperly.

WHEREFORE, Ana J. Meyer prays that the Court will grant her an Order that substitutes another judge for Judge Baron.

Respectfully submitted,

  
Ana J. Meyer

Ana J. Meyer  
1955 Island Dr.  
Morris, IL 60450

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

IN RE: THE MARRIAGE OF )  
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 RAYMOND J. MEYER, JR., )  
 )  
 Petitioner )  
 )  
 and )  
 )  
 ANA J. MEYER, )  
 )  
 Respondent. )

99-D-283


RECEIVED  
 CLERK OF COURT  
 WILL COUNTY ILLINOIS  
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**AFFIDAVIT**

I, Ana J. Meyer, being duly sworn and deposed, hereby states that if called to testify in this matter, I could and would testify to the following to my personal knowledge:

1. That the Deputy Clerk of the Circuit Court of Will County informed me that Judge Baron had not returned the case file to the Clerk's office.
2. That I had repeatedly requested to review, inspect, and/or copy my file but was refused by the Clerk's office.
3. That Judge Baron violated my First Amendment Constitutional Rights.
4. That Judge Baron repeatedly acted in bias against me.
5. That Judge Baron repeatedly acted in bias in favor of Edward Jaquays.
6. That Judge Baron violated Illinois statutes, including but not limited to, granting interim fees that did not comply with Illinois statutes.
7. That Judge Baron acted without subject-matter jurisdiction.
8. That I terminated attorney Edward Jaquays and associates.
9. That I terminated attorney Jeffrey Harris for cause.
10. That Judge Baron held hearings with Jeffrey Harris after his termination.
11. That Judge Baron did not grant me the 21 day period to obtain an attorney of my choice, pursuant to Supreme Court Rule 13.
12. That Judge Baron granted excessive fees to Jaquays.

Dated: November 7, 2008

  
 Ana J. Meyer

**CERTIFICATION BY VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

  
 Ana J. Meyer

Ana J. Meyer  
 1955 Island Dr.  
 Morris, IL 60450

Schedule of Payments

Date	Amount due or payment received	Days used to calculate interest	Delinquency on which interest is owed	Interest rate from this date forward	Interest earned since prior transaction	Total accrued interest	Portion of payment applied to interest	Transaction's effect (+ or -) upon principal balance	Principal balance
Oct 31, 2005	183.00	31	89,882.96	12	916.07	26,978.60		183.00	90,065.96
Nov 30, 2005	5,906.75	30	89,882.96	12	886.52	27,865.12		5,906.75	95,972.71
Dec 31, 2005	2,488.75	31	95,972.71	12	978.13	28,843.25		2,488.75	98,461.46
Jan 31, 2006	3,999.00	31	98,461.46	12	1,003.50	29,846.75		3,999.00	102,460.46
Feb 28, 2006	1,707.25	28	98,461.46	12	906.38	30,753.13		1,707.25	104,167.71
Mar 31, 2006	11,702.75	31	104,167.71	12	1,061.65	31,814.78		11,702.75	115,870.46
Apr 30, 2006	14,714.75	30	104,167.71	12	1,027.41	32,842.19		14,714.75	130,585.21
May 31, 2006	5,608.71	31	130,585.21	12	1,330.90	34,173.09		5,608.71	136,193.92
Jun 02, 2006	-70,000.00	2	130,585.21	12	85.86	34,258.95	-34,258.95	-35,741.05	100,452.87
Jun 30, 2006	150.00	28	94,844.16	12	873.09	873.09		150.00	100,602.87
Jul 31, 2006	731.25	31	100,602.87	12	1,025.32	1,898.41		731.25	101,334.12
Aug 31, 2006	150.00	31	101,334.12	12	1,032.78	2,931.19		150.00	101,484.12
Feb 13, 2007	-298.60	166	101,484.12	12	5,538.53	8,469.72	-298.60	.00	101,484.12
Feb 21, 2007	-296.95	8	101,484.12	12	266.92	8,438.04	-296.95	.00	101,484.12
Mar 14, 2007	-144.34	21	101,484.12	12	700.66	8,841.75	-144.34	.00	101,484.12
Mar 28, 2007	-277.73	14	101,484.12	12	467.10	9,164.51	-277.73	.00	101,484.12
Apr 17, 2007	-144.34	20	101,484.12	12	667.29	9,554.07	-144.34	.00	101,484.12
Apr 25, 2007	-144.34	8	101,484.12	12	266.92	9,676.65	-144.34	.00	101,484.12
May 11, 2007	-222.17	16	101,484.12	12	533.83	10,066.14	-222.17	.00	101,484.12
May 30, 2007	-60.45	19	101,484.12	12	633.93	10,477.90	-60.45	.00	101,484.12
Jul 27, 2007	-141.72	58	101,484.12	12	1,935.15	12,352.60	-141.72	.00	101,484.12
Aug 22, 2007	-152.36	26	101,484.12	12	867.48	13,078.36	-152.36	.00	101,484.12
Oct 29, 2008	.00	434	101,484.12	12	14,480.25	27,406.25		.00	101,484.12
<b>Total of Payments:</b>					71,883.00				
<b>Total Interest Earned:</b>					63,548.20				
<b>Amount Applied to Interest:</b>					36,141.95				
<b>Amount Applied to Principal:</b>					35,741.05				
							<b>Principal Balance:</b>	101,484.12	
							<b>Unpaid Accrued Interest:</b>	27,406.25	
							<b>Total Amount Due:</b>	= 128,890.37	

EXHIBIT "A"

Ana Meyer  
1955 Island Drive  
Morris, IL 60450

October 26, 2008

Mr. Jeffrey S. Harris  
1701 S. First Ave. - #204  
Maywood, IL 60153

Dear Mr. Harris:

Re: Meyer v. Meyer, case no. 99-D-283

**NOTICE OF IMMEDIATE TERMINATION FOR CAUSE, AND  
DEMAND FOR RETURN OF MONIES AND ALL DOCUMENTS**

This letter is to confirm my email Notice to you on October 26, 2008, immediately terminating your legal services to me, for causes, including but not limited to those, stated below, and further that this is a demand for the immediate return of all monies paid to Jeffrey Harris, and/or the Law Firm of Jeffrey Harris, for the security monies charged in Meyer v. Meyer, case no. 99-D-283 (Will County), and for the immediate return of all original papers, sent, received, or filed, or that I have provided you, pertaining to the above referenced case:

1. That you have demonstrated your lack of competence and knowledge in the law, in violation of Illinois Rules of Professional Responsibility ("IRPC ") Rule 1.1; that you did not comply with my lawful instructions; that you failed to communicate with me; that you violated my due process rights, etc.
2. That you deposited my payment for retainer fee, check no. 1138, on or about 12/18/2006, in the amount of \$2,000., and check no. 1148, on or about 1/05/2007, in the amount of \$3,000., as and for payment of security retainers, directly into your business account and not in a proper client-escrow account, as required by IRPC Rule 1.15, and *Dowling v. Chicago Options Associates, Inc.* By doing so, you deliberately, intentionally, knowingly, and/or conscientiously exposed my personal funds to future, unknowing, and/or unprotected risks that I knew not of, did not agree to, nor did you inform me of such risks.

You have engaged in misappropriation and/or conversion of my personal funds.

4. That by not depositing my personal funds into an interest-bearing client-escrow account, you engaged in a fraud upon the Illinois Supreme Court and the Lawyers Trust Fund in that the interest that should have gone to the IOLTA fund, did not go to such fund.

You have engaged in misappropriation of escrow funds.

5. That you have deliberately, intentionally, knowingly, and/or conscientiously not complied

with IRPC Rule 8.3 in not reporting the alleged, suspected, possible, or actual misconduct of other attorneys and Illinois judges to the proper authorities. The case of *Skolnick v. Alheimer & Grey* places an individual, mandatory, and absolute duty upon you, and/or each attorney in your firm to do so.

6. That on May 18, 2006, Judge Baron issued, without lawful authority, a void Memorandum of Judgment against Ana Meyer.
7. That on July 13, 2007, attorney Jeffrey Harris filed a "Motion Pursuant to 735-ILCS-5/2-1401 to Vacate the Consent Judgments entered in this Cause on June 23, 2004 and April 28, 2006". That in this Motion, attorney Harris presented to the Court the multiple reasons why the Judgments awarded by Judge Baron to attorney Edward Jaquays and/or the Law Offices of Edward R. Jaquays, were void, and/or were in violation of the law.

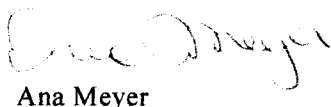
In spite of being a void judgment, Jaquays filed an unlawful lien upon the real property to his client, Ana Meyer. Upon filing this unlawful lien, attorney Jaquays engaged in the unlawful act of slander of title, among others.

Under Illinois law, attorney Jeffrey Harris had an absolute, individual, and mandatory duty to report the misconduct of attorney Jaquays to the Illinois Attorney discipline commission. *Skolnick v. Alheimer & Grey*. This attorney Jeffrey Harris did not do. Attorney Jeffrey Harris engaged in professional misconduct, and acted to harm his client.

I believe that my attorney, Jeffrey Harris, acted to aid and/or abet, to act in collusion with, in connivance with, in confederation with, and participated with attorney Jaquays in interfering with my real property, in the slandering of my title to my property, and/or in not reporting attorney Jaquays to the Illinois disciplinary commission.

8. That although the "Leveling of the Field" statute applied to the attorney fees presented to the Court by attorney Edward Jaquays, you did not present to the Court the fact that attorney Edward Jaquays' Petition for Fees did not comply with this statute.
9. That under Illinois court decisions, including but not limited to, *Lustig v. Horn* and *Joslyn v. Joslyn*, you have forfeited the right to any attorney fees.
10. I further demand that you immediately file a Motion to Withdraw, serving me lawfully and properly, and include therein a copy of this Notice of Termination for Cause.
11. I further demand that you deliver to me within ten(10) days of the above date of this Notice, all papers that directly or indirectly concern case no. 99-D-283 (Will County), and payment in full of the monies paid to you and/or to the Law Firm of Jeffrey Harris.

Your former very dissatisfied client,



Ana Meyer