

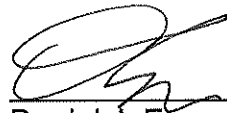
**IN THE CIRCUIT COURT  
TWENTY-FOURTH JUDICIAL CIRCUIT**

**IN RE:            ASSIGNMENT OF OUT            )            GENERAL ADMINISTRATIVE  
                         OF CIRCUIT CASE            )            ORDER. 25-03**

Upon the request of the Hon. Andrew J. Gleeson, Chief Judge of the Twentieth Judicial Circuit, that a judge of another circuit be assigned to hear *WOWL Trust-Trustee Dean Devert v. Dawn Caraway, a/k/a Autumn Caraway*, St. Clair County Case No. 25-LA-127, and the Illinois Supreme Court having determined that public necessity so requires, pursuant to M.R. 898 entered February 27, 2025:

IT IS ORDERED that the Chief Judge of the Twenty-Fourth Judicial Circuit hereby assigns the Hon. Daniel R. Janowski to preside over St. Clair County Case No. 25-LA-127.

Dated this 4<sup>th</sup> day of March, 2025.



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Daniel J. Emge,  
Chief Circuit Judge



Supreme Court of Illinois  
**ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS**

Marcia M. Meis  
Director

222 North LaSalle Street, 13th Floor  
Chicago, IL 60601  
Phone (312) 793-3250  
Fax (312) 793-1335

**MEMORANDUM**

3101 Old Jacksonville Road  
Springfield, IL 62704  
Phone (217) 558-4490  
Fax (217) 785-3905

**To:** Honorable Daniel J. Emge, Chief Judge  
**From:** Nathan Jensen, Director - Court Services  
**Date:** February 28, 2025  
**Re:** Request for Out-of-Circuit Judge

(NO)

The Honorable Andrew J. Gleeson, Chief Judge of the Twentieth Judicial Circuit, has requested that a judge of another judicial circuit be assigned to hear St. Clair County case entitled *WOWL Trust-Trustee Dean Devert v. Dawn Caraway, a/k/a Autumn Caraway*, Case No. 25-LA-127, a copy of Chief Judge Gleeson's letter is attached.

Please be advised that the Supreme Court has issued an Order directing you to assign a Twenty-Fourth Circuit judge to hear this matter and for you to have administrative authority in regards to the case. Please contact Chief Judge Gleeson to discuss any necessary arrangements.

Thank you for your assistance with this matter. If you have any questions, please feel free to contact me at 217-524-3072 or my Executive Assistant, Valery Pratt at [vpratt@illinoiscourts.gov](mailto:vpratt@illinoiscourts.gov).

c: Hon. Andrew J. Gleeson, Chief Judge, Twentieth Judicial Circuit

M.R. 898

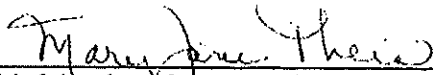
IN THE  
SUPREME COURT OF ILLINOIS

Assignment of Out-of-Circuit Judge

On the request of Honorable Andrew J. Gleeson, Chief Judge of the Twentieth Judicial Circuit, that a judge of another judicial circuit be assigned to hear St. Clair County case *WOWL Trust-Trustee Dean Devert v. Dawn Caraway, a/k/a Autumn Caraway*, Case Numbers 25-LA-127, and the Supreme Court having determined that the public necessity so requires:

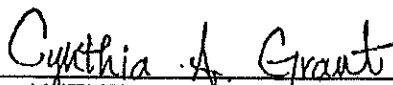
IT IS ORDERED that the Chief Judge of the Twenty-Fourth Judicial Circuit shall assign a judge of the Twenty-Fourth Judicial Circuit to preside over this request; and, further, the Chief Judge of the Twenty-Fourth Judicial Circuit shall have administrative authority over all matters associated with the request to the same extent as a case of the Twenty-Fourth Judicial Circuit.

Dated this 27<sup>th</sup> day of February, 2025

  
\_\_\_\_\_  
Chief Justice, Supreme Court of Illinois

I, Cynthia A. Grant, Clerk of the Supreme Court of the State of Illinois, and keeper of the records, files and Seal thereof, do hereby certify the foregoing to be a true copy of an Assignment Order filed in this office on the 27th day of February, 2025.



  
\_\_\_\_\_  
IN WITNESS WHEREOF, I have hereunto  
subscribed my name and affixed the Seal of  
said Court this 27th day of February, 2025.

**FILED**

FEB 27 2025

SUPREME COURT  
CLERK

**TWENTIETH JUDICIAL CIRCUIT**  
State of Illinois

**HON. ANDREW J. GLEESON**  
Chief Circuit Judge



St. Clair County Court House  
10 Public Square  
Belleville, Illinois 62220-1623

(618) 277-7325  
Fax (618) 277-1398

February 19, 2025

Mr. Nate Jensen  
Director, Court Services  
Administrative Office of Illinois Courts  
3101 Old Jacksonville Road  
Springfield, IL 62704

RE: Assignment of Judge from Out of the Circuit  
WOWL Trust v. Dawn Caraway, 25-LA-127

Dear Nate:

I hereby request a Judge from outside the Twentieth Judicial Circuit to preside in St. Clair County case styled *WOWL Trust-Trustee Dean Devert v. Dawn Caraway, a/k/a Autumn Caraway, 25-LA-127* due to a conflict with the Court. A copy of the Complaint is attached.

If you require further information, please feel free to contact me.

I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew J. Gleeson".

Andrew J. Gleeson  
Chief Judge

AJG:mb  
Enclosure

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
ST. CLAIR COUNTY, ILLINOIS

WOWL TRUST - TRUSTEE DEAN  
DEVERT,

Plaintiff,

vs.

DAWN CARAWAY,  
a/k/a AUTUMN CARAWAY

An Individual

Defendant.

No. 25LA0127

COMPLAINT

Comes Now, WOWL TRUST – TRUSTEE DEAN DEVERT, by and through his attorney,  
Patrick Ryan Dunn Sullivan Law LLC, and states as follows:

1. At all relevant times herein, Caraway & Broombaugh, P.C. was a professional corporation under Illinois law with its principal place of business located at 9423 West Main Street, Belleville, Saint Clair County, Illinois.
2. At all relevant times herein, Defendant's husband, Jason Caraway, was a natural person who acted individually and as owner and agent of Caraway & Broombaugh, P.C., and was simultaneously married to Defendant.
3. At all relevant times herein, Defendant Dawn Caraway, a/k/a Autumn Caraway (hereinafter Dawn Caraway), was the wife of Jason Caraway, and an agent and employee of Caraway & Broombaugh, P.C.
4. At all relevant times, including up to January 27, 2023, Defendant functioned as the bookkeeper for Caraway & Broombaugh, P.C. In this capacity, she was responsible for various tasks, including, but not limited to, preparing checks and paystubs, ensuring proper withholdings and payment of taxes, and generating W-2's for the employees of Caraway

& Broombaugh, P.C.

5. Defendant conspired with Jason Caraway, both as her husband and as owner and agent of Caraway & Broombaugh, P.C., to conceal case fees that were owed Plaintiff pursuant to a valid and binding contract.
6. Defendant conspired with Jason Caraway, both as her husband and as owner and agent of Caraway & Broombaugh, P.C., to convert those fees for themselves for the purpose of wrongfully enriching themselves.
7. Defendant conspired with Jason Caraway, both as her husband and as owner and agent of Caraway & Broombaugh, P.C., to fraudulently create false documents designed to deceive others regarding amounts Jason Caraway owed under the contract.
8. Defendant conspired with Jason Caraway, both as her husband and as owner and agent of Caraway & Broombaugh, P.C., to not pay the monies owed under the contract and to not pay the loan or rent due.
9. Defendant lied to and defrauded creditors, including the assigning party to the WOWL Trust, to steal funds owed to that party to the detriment of the Trust, and knew these actions and statements were fraudulent and false.
10. Defendant, to conceal the fraud, intended for the assigning party to rely upon those false statements and actions. The assigning party relied on the truth of these statements in not immediately taking action to secure their interests.
11. Defendant committed these acts in the course of and within the scope of the practice of law.
12. Defendant had a fiduciary duty to Plaintiff and affirmatively breached that duty
13. As a direct and proximate cause of the acts and omissions of Defendant, Plaintiff has

incurred damages in one or more of the following ways:

1. Compensatory damages of Seven Hundred Four Thousand One Hundred Thirty-Two Dollars and Eighty-Two cents (\$704,132.82), broken down as follows:
  - a. Case fees still owed: \$35,483.80
  - b. Case costs still owed: \$92,106.26
  - c. Interest (compounded annually at 6%) on fees and costs (2013-July 2023): \$269,966.76.
  - d. Goodwill and Loan base total owed as of March 2023: \$186,000.00.
  - e. Goodwill/loan Interest (at four percent 4% per annum from March 2013 to March 2023): \$74,400.00.
  - f. Rent owed for six years and seven months (79 months): \$47,400.00
    - i. Minus \$3000 for six months paid is \$44,400.00
    - ii. Four percent interest for six years is \$1776.00
    - iii. Total rent plus interest owed is \$46,176.00

**COUNT I**  
**(Dawn Caraway - Professional Negligence)**

For Count I, against Dawn Caraway, Plaintiff states:

14. Plaintiff restates the allegations contained in paragraphs 1-13, inclusive.
15. Defendant had a duty to perform Services to a reasonable standard of care and breached that duty in one or more of the ways stated above, thereby causing damages to the Plaintiff.

**WHEREFORE**, Plaintiff is entitled to compensatory damages in the amount of Seven Hundred Four Thousand One Hundred Thirty-Two Dollars and Eighty-Two cents (\$704,132.82).

**COUNT II**  
**(Dawn Caraway – Breach of Fiduciary Duty)**

For Count II, against Dawn Caraway, Plaintiff states:

16. Plaintiff restates the allegations contained in paragraphs 1-13, inclusive.
17. Plaintiff relied upon and trusted Defendant to accord fidelity in the advice and provision of Services; said services transcending mere bookkeeping for Caraway & Broombaugh, P.C. She was the financial hub of the operation responsible for preparing checks and paystubs, as well as ensuring proper withholdings and payment of taxes, as well as generating W-2's for the employees of Caraway & Broombaugh, P.C., and this money was misappropriated on her watch.
18. The totality of circumstances alleged created a fiduciary relationship imposing a duty upon Defendant to be free from self-dealing and to deal honestly with Plaintiff.
19. Defendant breached her fiduciary duties in one or more of the ways stated above.

**WHEREFORE**, Plaintiff is entitled to compensatory damages in the amount of Seven Hundred Four Thousand One Hundred Thirty-Two Dollars and Eighty-Two cents (\$704,132.82).

**COUNT III**  
**(Dawn Caraway – Fraud)**

For Count III, against Dawn Caraway, Plaintiff states:

20. Plaintiff restates the allegations contained in paragraphs 1-13, inclusive.
21. Plaintiff relied on Defendant's representations of professional competency and honesty to perform the Services of office manager, bookkeeper, and more, and knew that Plaintiff was relying on knowing misrepresentations and deliberate concealments intended to defraud Plaintiff by one or more of the acts described above.

**WHEREFORE**, Plaintiff is entitled to compensatory damages in the amount of Seven



Hundred Four Thousand One Hundred Thirty-Two Dollars and Eighty-Two cents (\$704,132.82).

**COUNT IV  
(Dawn Caraway – Conspiracy)**

For Count IV, against Dawn Caraway, Plaintiff states:

22. Plaintiff restates the allegations contained in paragraphs 1-13, inclusive.
23. Defendant conspired with Jason Caraway as owner and agent of Caraway & Broombaugh, P.C. when they agreed to unlawfully create false documents and conceal and misappropriate case fees that were owed Plaintiff pursuant to the contract attached as Exhibit A, causing Plaintiff injury and economic loss.

**WHEREFORE**, Plaintiff is entitled to compensatory damages in the amount of Seven Hundred Four Thousand One Hundred Thirty-Two Dollars and Eighty-Two cents (\$704,132.82).

**COUNT V  
(Dawn Caraway – Conversion)**

For Count V, against Dawn Caraway, Plaintiff states:

24. Plaintiff restates the allegations contained in paragraphs 1-13, inclusive.
25. Plaintiff has a right to the property misappropriated by Defendant and to immediately possess it.
26. Defendant took control of the funds owed Plaintiff without Plaintiff's permission.
27. Plaintiff demanded the property be returned and has suffered damages given Defendant's failure to do so.

**WHEREFORE**, Plaintiff is entitled to compensatory damages in the amount of Seven Hundred Four Thousand One Hundred Thirty-Two Dollars and Eighty-Two cents (\$704,132.82).

**COUNT VI – Punitive Damages**

For Count XI, against Defendant, Plaintiff states:

28. Defendant's conduct was intentional, willful, and wanton, and beyond the decency of any person. Because justice and public good so requires that this reprehensible conduct be punished in a manner that discourages them and others from future wrongful conduct, Plaintiff requests punitive damages also in the amount of Seven Hundred Four Thousand One Hundred Thirty-Two Dollars and Eighty-Two cents (\$704,132.82);

29. Plaintiff further requests reasonable and warranted attorney's fees in the amount of \$75,000.00.

**WHEREFORE**, Plaintiff is entitled to compensatory damages in the amount of One Million Four Hundred Eighty-Three Thousand Five Hundred Seventy-Nine dollars and Sixty-Four cents (\$1,483,579.64), plus costs and pre-trial interest.

Respectfully submitted,

**PATRICK RYAN DUNN SULLIVAN LAW, LLC**

By: /s/ Patrick R.D. Sullivan  
PATRICK R. D. SULLIVAN - #6310271  
107 West Main Street  
Belleville, IL 62220  
Telephone: (618) 744-7133  
E-mail: [prdsullivan@gmail.com](mailto:prdsullivan@gmail.com)  
ATTORNEY FOR PLAINTIFF

**AFFIDAVIT**

This Affidavit is made pursuant to Supreme Court Rule 222(b). Under the penalties of perjury as provided by Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the money damages sought by Plaintiff herein do exceed FIFTY THOUSAND (\$50,000.00) DOLLARS.

Respectfully submitted,

**PATRICK RYAN DUNN SULLIVAN LAW, LLC**

By: /s/ Patrick R.D. Sullivan  
PATRICK R. D. SULLIVAN - #6310271  
107 West Main Street  
Belleville, IL 62220  
Telephone: (618) 744-7133  
E-mail: [prdsullivan@gmail.com](mailto:prdsullivan@gmail.com)  
ATTORNEY FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 24<sup>th</sup> day of January 2025, a true and correct copy of the foregoing was electronically filed via Odyssey eFileIL or placed in the mail to be served via the Saint Clair County Sheriff's process server to:

Dawn Caraway  
414 Shiloh Station Road  
O'Fallon, IL 62269

Respectfully submitted,

**PATRICK RYAN DUNN SULLIVAN LAW, LLC**

By: /s/ Patrick R.D. Sullivan  
PATRICK R. D. SULLIVAN - #6310271  
107 West Main Street  
Belleville, IL 62220  
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ATTORNEY FOR PLAINTIFF