2015 IL App (4th) 140138-UB

NO. 4-14-0138

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED
August 18, 2015
Carla Bender
4th District Appellate
Court, IL

JEFFERSON COLEMAN,	)	Appeal from
Plaintiff-Appellant,	)	Circuit Court of
v.	)	Sangamon County
SALVADOR A. GODINEZ and DONALD GAETZ,	)	No. 12MR1032
Defendants-Appellees.	)	
	)	Honorable
	)	John P. Schmidt,
	)	Judge Presiding.

JUSTICE HOLDER WHITE delivered the judgment of the court.
Justices Knecht and Harris concurred in the judgment.

ORDER

¶ 1 *Held*: The appellate court affirmed, concluding the trial court properly dismissed plaintiff's *mandamus* complaint.

¶ 2 In November 2013, plaintiff, inmate Jefferson Coleman, *pro se* filed an amended complaint for *mandamus* and injunctive relief. In December 2013, after defendants, Salvador A. Godinez and Donald Gaetz, failed to answer the amended complaint or otherwise plead, the trial court *sua sponte* dismissed plaintiff's complaint. In January 2014, the court denied plaintiff's motion to reconsider the dismissal of his amended complaint.

¶ 3 Plaintiff appeals, arguing the trial court (1) violated basic principles of due process when it failed to give him notice of its intent to grant defendants' motion to dismiss or permit him to respond to defendants' motion; (2) erred by dismissing his amended complaint where it stated a cognizable cause of action under the due-process clause; (3) erred by dismissing

his amended complaint where it was not barred by sovereign immunity; and (4) erred by dismissing his amended complaint where it was not barred by the doctrine of *laches*. Initially, we reversed and remanded for further proceedings.

¶ 4 Following our initial decision, in April 2015, defendants filed a petition for rehearing pursuant to Illinois Supreme Court Rule 367 (eff. Jan. 1, 2015). After allowing plaintiff an opportunity to file an answer and defendants an opportunity to reply, we conclude the analysis set forth in defendants' petition for rehearing is correct and, therefore, we affirm.

¶ 5 I. BACKGROUND

¶ 6 A. The Parties

¶ 7 Plaintiff is an inmate at Pinckneyville Correctional Center (Pinckneyville) and has proceeded *pro se* throughout the entirety of these proceedings. Defendant Godinez is the Director of the Department of Corrections (DOC). Defendant Gaetz is the warden at Pinckneyville.

¶ 8 B. Section 3-6-2(f) of the Unified Code of Corrections

¶ 9 Plaintiff's *mandamus* complaint centers on section 3-6-2(f) of the Unified Code of Corrections (Unified Code) (730 ILCS 5/3-6-2(f) (West 2010)). At the time plaintiff filed his initial prison grievance, on September 21, 2011, that statute provided, in pertinent part:

> "(f) In the event that the person requires medical care and treatment at a place other than the institution or facility, the person may be removed therefrom under conditions prescribed by [DOC]. [DOC] shall require the committed person receiving medical or dental services on a non-emergency basis to pay a $2 co-payment to [DOC] for each visit for medical or dental services. The amount

of each co-payment shall be deducted from the committed person's individual account." 730 ILCS 5/3-6-2(f) (West 2010).

¶ 10 By the time plaintiff filed his *mandamus* complaint, the legislature had amended section 3-6-2(f) of the Unified Code. See Pub. Act 97-562, § 5 (eff. Jan. 1, 2012). The amendment increased the co-payment to $5 and included a definition of "indigent" for purposes of the statute. Pub. Act 97-562, § 5 (eff. Jan. 1, 2012).

¶ 11 C. Plaintiff's Grievance

¶ 12 In September 2012, plaintiff filed a grievance, complaining he had been wrongfully subjected to a $2 co-payment for dental services he received. The grievance form indicated plaintiff requested an "Inmate Transaction Statement" after he received only $7.42 of his $10 monthly stipend. At this time, plaintiff discovered "there had been an unlawful $2.00 dollar [*sic*] withdrawal from [his] account for the purpose of a 'Medical Co-Payment' in relations [*sic*] to dental services [he] had received on June 21, 2011." Plaintiff's grievance further stated the dental services he received did not meet the requirements of section 3-6-2(f) of the Unified Code because he received the services at the institutional facility in which he was housed. Further, plaintiff alleged, even if the services he received met the requirements of section 3-6-2(f), he was indigent and therefore exempt from the $2 co-payment.

¶ 13 Later that month, plaintiff's unit counselor responded to plaintiff's grievance. According to the response, plaintiff's counselor spoke with the health care unit administrator, who indicated defendant received dental treatment on May 31, 2011, and should have been charged the co-payment. Further, the response stated plaintiff had signed a money voucher for the co-payment.

¶ 14 Thereafter, plaintiff forwarded his grievance to the institutional grievance officer. In November 2011, the grievance officer recommended the grievance be denied, as it was DOC's policy to charge a $2 co-payment any time an inmate requests services from the health care unit. Further, the grievance officer noted plaintiff had been receiving $10 each month in "state pay" and his inmate account had "maintained a positive balance for the last several months." In December 2011, Gaetz concurred in the grievance officer's recommendation, and plaintiff appealed to the Administrative Review Board. On May 9, 2012, the Administrative Review Board recommended the appeal be denied and Godinez concurred.

¶ 15 D. Plaintiff's *Mandamus* Complaint

¶ 16 On November 13, 2012, plaintiff filed a complaint, seeking *mandamus* relief. Therein, plaintiff alleged he had requested defendants "provide him a proper reading of [section 3-6-2(f) of the Unified Code] and to return all monies withdrawn from his account based on their strained reading of the statute." Plaintiff alleged defendants "refused to perform the ministerial act of correctly reading [section 3-6-2(f) of the Unified Code], or that of reimbursting [*sic*] Plaintiff's inmate trust account of those monies wrongfully withdrawn," even though he was clearly entitled to the performance of both. Plaintiff sought an order of *mandamus*, compelling defendants to (1) "cease all recognition and adherence of the policy/practice of requiring and assessing [section 3-6-2(f)] co[-]payment costs and fees for non-emergency medical and/or dental treatment and services provided at the institution or facility (within [DOC]) in which Plaintiff is located"; and (2) reimburse plaintiff for all monies that were unlawfully withdrawn from his inmate account as a result of defendants' misreading of section 3-6-2(f).

¶ 17 In April 2013, defendants filed a combined motion to dismiss plaintiff's complaint pursuant to section 2-619.1 of the Code of Civil Procedure (Civil Code) (735 ILCS 5/2-619.1

(West 2012)) and attached a memorandum in support thereof. Pursuant to section 2-615 of the Civil Code (735 ILCS 5/2-615 (West 2012)), defendants argued plaintiff was not "indigent" for purposes of section 3-6-2(f) of the Unified Code and was therefore properly assessed the $2 co-payment for dental services he received. Pursuant to section 2-619 of the Civil Code (735 ILCS 5/2-619 (West 2012)), defendants asserted two bases for dismissal of plaintiff's complaint. First, defendants contended the trial court lacked subject-matter jurisdiction, as plaintiff's claims were barred by sovereign immunity. Second, defendants asserted plaintiff's *mandamus* complaint was barred by the doctrine of *laches*.

¶ 18 E. Plaintiff's Amended Complaint

¶ 19 In June 2013, in response to defendants' motion to dismiss, plaintiff filed a motion for leave to file an amended complaint for *mandamus* and injunctive relief and attached his proposed first amended complaint. Plaintiff's amended complaint set forth more factual detail in relation to his request for *mandamus* relief and further developed his theory of the case.

¶ 20 Additionally, plaintiff set forth the circumstances surrounding a second grievance he filed in November 2012. Plaintiff alleged on October 16, 2012, he was denied dental treatment at Pinckneyville when he refused to sign an inmate money voucher authorizing the withdrawal of the now $5 co-payment (see Pub. Act 97-562, § 5 (eff. Jan. 1, 2012)) from his inmate account prior to receiving treatment. The dentist informed plaintiff he must either sign the voucher or an "inmate refusal of treatment form." Plaintiff would not sign the refusal-of-treatment form as he was not refusing treatment—he was refusing to authorize the withdrawal of the co-payment. When plaintiff persisted in his refusal, the dentist had his assistant and a correctional officer sign the refusal-of-treatment form indicating they witnessed plaintiff refuse treatment.

¶ 21 Plaintiff's unit counselor responded to his grievance. Plaintiff's unit counselor spoke with the health care unit administrator, who stated the $5 co-payment is the law and must be paid before an inmate receives medical treatment. Plaintiff thereafter forwarded his grievance to the grievance officer, who, in December 2012, recommended plaintiff's grievance be denied. Later that month, Gaetz concurred in the grievance officer's recommendation. Plaintiff appealed this decision to the Administrative Review Board. However, the record does not contain any indication that his appeal to the Administrative Review Board had been resolved. Plaintiff's amended complaint further asserts that during the pendency of this grievance, he had to pull his own teeth "using crude methods" and has experienced great pain and infection as a result.

¶ 22 Plaintiff also asserted he placed his complaint in the prison mail on November 5, 2012. He alleged he placed the appropriate number of copies of the complaint in a properly addressed envelope that was marked "LEGAL MAIL." Based on information and belief, plaintiff alleged the envelope was given the proper amount of postage and "was properly post[]marked[,] dated[,] and forwarded to the Circuit Court of Sangamon County, Springfield, Illinois, on November 7, 2012.

¶ 23 Plaintiff sought an order "declaring the Defendants['] actions of implementing a policy that requires Plaintiff *** to make co-payments for non-emergency medical or dental treatment they receive at a [DOC] facility, constitutionally invalid under Section 5/3-6-2(f) of the [Unified] Code" where the Unified Code limits co-payments to such treatment at places other than DOC facilities. Plaintiff also sought an order of *mandamus,* compelling defendants and their employees to (1) cease and desist any and all recognition and adherence to the policy of charging a co-pay for treatment at DOC facilities where such policy conflicts with section 3-6-

2(f) of the Unified Code; and (2) reimburse him for all monies unlawfully withdrawn from his inmate prison account.

¶ 24 In November 2013, following a hearing conducted via telephone, the trial court allowed plaintiff's motion for leave to file his amended *mandamus* complaint. According to plaintiff, defendants opposed plaintiff's motion for leave to file his amended complaint for the reasons set forth in their April 2013 motion to dismiss plaintiff's original complaint. The court allowed defendants 14 days to file a responsive pleading to the amended complaint. Plaintiff would then be given 14 days to respond to defendants' pleadings. The court also stated it would rule based on the pleadings.

¶ 25 In December 2013, the trial court entered the following docket entry: "Defendant's [*sic*] Motion to Dismiss is allowed. Case Dismissed, Cause Stricken." The court directed the clerk to forward a copy of the docket entry to all parties of record.

¶ 26 In January 2014, plaintiff filed a "motion for reconsideration and vacation [*sic*] of the court's December 30, 2013[,] order granting the defendant's [*sic*] *ex parte* motion to dismiss and to reinstate *mandamus* proceedings" and attached a memorandum in support thereof. Therein, plaintiff asserted he had not received a copy of defendants' motion to dismiss his amended complaint. Additionally, plaintiff asserted defendants, by failing to file a motion to dismiss or an answer to his amended complaint, had defaulted, and he was therefore entitled to a default judgment under section 14-103 of the Civil Code (735 ILCS 5/14-103 (West 2012)).

¶ 27 Later that month, defendants responded to plaintiff's motion. Therein, defendants admitted they never filed a motion or other responsive pleading directed at plaintiff's amended complaint. Nevertheless, defendants contended the trial court had the authority to *sua sponte* strike a complaint for *mandamus*. Further, defendants argued, dismissal was proper for the

reasons set forth in their April 2013 motion to dismiss plaintiff's original complaint. Additionally, defendants contended reconsideration of the court's order dismissing plaintiff's complaint was not proper where, as here, plaintiff failed to show a manifest error of law or fact or present newly discovered evidence.

¶ 28 The next day, by docket entry, the trial court denied plaintiff's motion to reconsider and vacate the court's December 2013 order dismissing plaintiff's amended *mandamus* complaint.

¶ 29 This appeal followed. We issued our initial decision on April 8, 2015. On April 30, 2015, defendants filed a petition for rehearing. On May 18, 2015, we entered an order granting defendants' petition. In accordance with Illinois Supreme Court Rule 367 (eff. Jan. 1, 2015), we afforded plaintiff an opportunity to answer defendants' petition, which we received on July 2, 2015. Thereafter, on July 15, 2015, defendants filed their reply.

¶ 30 II. ANALYSIS

¶ 31 On appeal, plaintiff argues the trial court (1) violated basic principles of due process when it failed to give him notice of its intent to grant defendants' motion to dismiss or permit him to respond to defendants' motion; (2) erred by dismissing his amended complaint where it stated a cognizable cause of action under the due-process clause; (3) erred by dismissing his amended complaint where it was not barred by sovereign immunity; and (4) erred by dismissing his amended complaint where it was not barred by the doctrine of *laches*.

¶ 32 A. *Mandamus* and the Standard of Review

¶ 33 Plaintiff appeals from the grant of defendants' combined motion to dismiss filed under section 2-619.1 of the Civil Code (735 ILCS 5/2-619.1 (West 2012)). Section 2-619.1 permits the defendant to attack the legal sufficiency of the complaint (735 ILCS 5/2-615 (West

2012)) and assert an affirmative matter defeats the plaintiff's claim (735 ILCS 5/2-619 (West 2012)) within the same pleading. 735 ILCS 5/2-619.1 (West 2012). A section 2-615 motion asserts the allegations of the plaintiff's complaint, when viewed in a light most favorable to the plaintiff, fail to state a cause of action upon which relief can be granted. *Beahringer v. Page*, 204 Ill. 2d 363, 369, 789 N.E.2d 1216, 1221 (2003). A section 2-619 motion, on the other hand, admits the legal sufficiency of the complaint but asserts some affirmative matter outside the complaint defeats the claim. *Reynolds v. Jimmy John's Enterprises, LLC*, 2013 IL App (4th) 120139, ¶ 31, 988 N.E.2d 984. Under either section, our review is *de novo*. *Schloss v. Jumper*, 2014 IL App (4th) 121086, ¶ 15, 11 N.E.3d 57.

¶ 34 *Mandamus* is an extraordinary remedy whereby a court compels a public official to perform a ministerial duty where no exercise of discretion is involved. *Montes v. Taylor*, 2013 IL App (4th) 120082, ¶ 15, 985 N.E.2d 1037. An inmate may state a cause of action for *mandamus* by properly stating a due-process-rights violation. *Id.* *Mandamus* generally provides affirmative rather than prohibitive relief, and it can be used to compel the undoing of an act. *Noyola v. Board of Education of the City of Chicago*, 179 Ill. 2d 121, 133, 688 N.E.2d 81, 86 (1997). To obtain *mandamus* relief, a plaintiff must show " 'a clear right to the relief requested, a clear duty of the public official to act, and clear authority in the public official to comply with the writ.' " *Montes*, 2013 IL App (4th) 120082, ¶ 16, 985 N.E.2d 1037 (quoting *People ex rel. Alvarez v. Skryd*, 241 Ill. 2d 34, 39, 944 N.E.2d 337, 341 (2011)).

¶ 35 B. The Trial Court's "*Sua Sponte*" Dismissal Was Not Improper

¶ 36 Plaintiff first argues the trial court violated basic principles of due process when it "*sua sponte*" dismissed his amended complaint without giving him notice of its intent to do so or an opportunity to respond. Further, plaintiff contends, when the court granted plaintiff leave to

file his amended complaint and directed defendants to answer or otherwise plead within 14 days, the court "lead [*sic*] plaintiff to believe that additional pleadings would be forthcoming, to which he would have [14] days to respond." We disagree the court "*sua sponte*" dismissed plaintiff's amended complaint.

¶ 37 A judge acts *sua sponte* when he or she takes action "[w]ithout prompting or suggestion" or "on [his or her] own motion." Black's Law Dictionary 1464 (8th ed. 2004). In this case, the trial court did not act without prompting or suggestion or on its own motion in dismissing plaintiff's amended complaint. Rather, the record shows the trial court granted plaintiff leave to file an amended complaint after defendants filed their motion to dismiss plaintiff's initial complaint. Plaintiff's amended complaint added new allegations regarding, *inter alia*, his failure to bring the cause of action within six months so as to defeat defendants' *laches* argument. See *Ashley v. Pierson*, 339 Ill. App. 3d 733, 739, 791 N.E.2d 666, 671 (2003) (doctrine of *laches* bars inmate's *mandamus* claims brought more than six months after the adverse final administrative action unless a reasonable explanation for the delay exists). Although defendants did not file a new motion to dismiss the amended complaint, this does not change the fact a motion to dismiss remained on file. In fact, according to plaintiff, at the hearing on his motion for leave to file an amended complaint, defendants opposed the proposed amendments for the reasons set forth in their motion to dismiss the amended complaint. Accordingly, we conclude the trial court was not acting without prompting or suggestion or on its own motion; rather, it dismissed plaintiff's complaint for failure to state a claim as asserted by defendants in their motion to dismiss the initial complaint.

¶ 38 C. The Trial Court Properly Granted Defendants' Motion To Dismiss

¶ 39 Plaintiff contends the trial court improperly granted defendants' motion to dismiss, as his complaint in fact stated a cognizable cause of action. Specifically, plaintiff asserts defendants' and DOC's policy of requiring inmates to pay a co-payment for all medical treatment, regardless of where that treatment is received, is contrary to section 3-6-2(f), as that statute requires the co-payment only when the inmate receives services outside the DOC facility in which he or she is housed. Defendants, on the other hand, argue the trial court's dismissal of plaintiff's amended complaint was proper because plaintiff could "allege no violation of a clear legal duty because [DOC] is statutorily required to charge prisoners a co-payment for their in-facility medical and dental care." Initially, we agreed with plaintiff. However, after considering the analysis set forth in defendants' petition for rehearing, we agree with defendants and, therefore, conclude the court properly dismissed plaintiff's *mandamus* complaint.

¶ 40 Our resolution of this issue requires us to interpret section 3-6-2(f) of the Unified Code (730 ILCS 5/3-6-2(f) (West 2010)). In doing so, our primary goal is to ascertain and effectuate the legislature's intent. *Landis v. Marc Realty, L.L.C.*, 235 Ill. 2d 1, 6, 919 N.E.2d 300, 303 (2009). The best indication of the legislature's intent is the language of the statute, which must be given its plain and ordinary meaning. *King v. First Capital Financial Services Corp.*, 215 Ill. 2d 1, 26, 828 N.E.2d 1155, 1169 (2005). Where the statutory language is clear and unambiguous, we apply the statute without resort to further aids of statutory construction. *Krohe v. City of Bloomington*, 204 Ill. 2d 392, 395, 789 N.E.2d 1211, 1212 (2003). However, where the statutory language is ambiguous, that is, capable of being understood by reasonably informed people in more than one manner (*Commonwealth Edison Co. v. Illinois Commerce Comm'n*, 2014 IL App (1st) 132011, ¶ 21, 16 N.E.3d 801), we may resort to the various aids of statutory construction, such as the legislative history (*Advincula v. United Blood Services*, 176

Ill. 2d 1, 19, 678 N.E.2d 1009, 1018 (1996)). With these principles in mind, we look to the statutory language at issue.

¶ 41 Section 3-6-2(f) of the Unified Code provides, in pertinent part:

> "(f) In the event that the person requires medical care and treatment at a place other than the institution or facility, the person may be removed therefrom under conditions prescribed by [DOC]. [DOC] shall require the committed person receiving medical or dental services on a non-emergency basis to pay a $2 co-payment to [DOC] for each visit for medical or dental services." 730 ILCS 5/3-6-2(f) (West 2010).

¶ 42 In their brief before this court, defendants invited this court to read the first and second sentences of section 3-6-2(f) in isolation. When doing so, defendants argued, it was clear the legislature intended this statutory section to authorize, and not limit, DOC's conduct. Additionally, defendants argued it was clear the legislature intended inmates be charged a $2 co-payment each time they receive medical or dental services, regardless of where those services are received. In our original order, we declined to use defendants' approach, as it is well settled statutory provisions are not to be read in isolation and should instead be construed as a whole. *People v. Glisson*, 202 Ill. 2d 499, 506, 782 N.E.2d 251, 256 (2002).

¶ 43 Reading the two sentences together (see *id.*), we concluded the plain language of section 3-6-2(f) was clear: Where an inmate requires medical care at a place other than the DOC facility in which he is housed, the inmate may be removed from the facility in accordance with DOC regulations. When the inmate is removed to receive nonemergency medical or dental services, DOC may charge a $2 co-payment.

¶ 44 However, in their petition for rehearing, defendants asserted we "overlooked" an amendment to section 3-6-2(f) that clearly evidenced the legislature's intent to require an inmate to pay a $2 co-payment each time he or she receives nonemergency medical services. See Pub. Act 91-0912, § 10 (eff. July 7, 2000). Defendants did not make this argument in their opening brief. Additionally, defendants make this argument concerning the history of section 3-6-2(f) without providing any argument as to how the statute is ambiguous. A finding of ambiguity is required before a court may resort to the legislative history as an aid to interpreting the statute. *People ex rel. Madigan v. Kinzer*, 232 Ill. 2d 179, 184, 902 N.E.2d 667, 671 (2009) ("When statutory language is plain and unambiguous, the statute must be applied as written without resort to aids of statutory construction.").

¶ 45 Points not argued are forfeited and shall not be raised for the first time in a petition for rehearing. Ill. S. Ct. R. 341(h)(7) (eff. Feb. 6, 2013). The failure to provide argument and citation to legal authority on any point means that point is forfeited. *Elder v. Bryant*, 324 Ill. App. 3d 526, 533, 755 N.E.2d 515, 521-22 (2001). By failing to raise these arguments in their opening brief, defendants have forfeited them. Further, to assert we "overlooked" the history of section 3-6-2(f) in our original decision is a blatant mischaracterization of the arguments presented in this case—we cannot overlook an argument defendant failed to raise. We remind counsel for defendants the appellate court is not a depository into which the parties may dump the burden of argument and research. *People ex rel. Illinois Department of Labor v. E.R.H. Enterprises, Inc.*, 2013 IL 115106, ¶ 56, 4 N.E.3d 1.

¶ 46 However, forfeiture is a limitation on the parties, not the court. *In re Madison H.*, 215 Ill. 2d 364, 371, 830 N.E.2d 498, 503 (2005). Our concern for maintaining a sound body of precedent and achieving the correct result may override considerations of forfeiture. *Id.*

Because, as we discuss below, defendants' argument on rehearing compels the opposite, and correct, result, we decline to apply the rule of forfeiture.

¶ 47 When the legislature makes material changes to a statute, "the presumption is that the amendment was intended to change the law." *Taylor v. Trans Acceptance Corp.*, 267 Ill. App. 3d 562, 567, 641 N.E.2d 907, 910 (1994). "An interpreting court presumes an amendment of a statute is made to effect some purpose, and that effect must be given to the law amended in a manner consistent with the amendment." *People v. Bowden*, 313 Ill. App. 3d 666, 670, 730 N.E.2d 138, 141-42 (2000). "[W]here words are stricken from a statute by amendment, it generally constitutes repeal." *Yu v. Clayton*, 147 Ill. App. 3d 350, 354, 497 N.E.2d 1278, 1281 (1986).

¶ 48 We conclude the amendment of section 3-6-2(f) of the Unified Code (730 ILCS 5/3-6-2(f) (West 2012)) reflects a legislative intent contrary to our initial construction. Prior to the passage of Public Act 91-0912, § 10 (eff. July 7, 2000), section 3-6-2(f) of the Unified Code stated, in pertinent part:

> "In the event that the person requires medical care and treatment at a place other than the institution or facility, the person may be removed therefrom under conditions prescribed by [DOC]. [DOC] shall require the committed person receiving medical or dental services on a non-emergency basis to pay a $2 co-payment to [DOC] for each visit for medical or dental services *at a place other than the institution or facility*." (Emphasis added.) 730 ILCS 5/3-6-2(f) (West 1998).

When the General Assembly passed Public Act 91-0912, they removed the emphasized language from section 3-6-2(f). See Pub. Act 91-0912, § 3-6-2(f) (eff. July 7, 2000). The removal of this language indicates the General Assembly saw fit to require a $2 co-payment for nonemergency medical or dental services to be paid by a nonindigent inmate, regardless of whether those services are received at a DOC facility. Accordingly, given our review of Public Act 91-0912, § 10 (eff. July 7, 2000), we conclude the legislature clearly intended to require an inmate to pay a co-payment each time he or she receives nonemergency medical or dental services, regardless of whether those services are received inside or outside the facility in which the inmate is housed.

¶ 49 DOC has enacted regulations to implement section 3-6-2(f) of the Unified Code, which provide, in pertinent part:

> "Section 415.30 Medical and Dental Examinations and Treatment
>
> * * *
>
> (g) Adult offenders who require non-emergency medical or dental services shall authorize [DOC] to deduct a $2.00 co-pay from present or future funds in his or her trust fund prior to each visit." 20 Ill. Admin. Code 415.30(g) (amended at 31 Ill. Reg. 9842 (eff. July 1, 2007)).

¶ 50 By promulgating section 415.30, plaintiff argues, DOC has exceeded its statutorily granted authority, as the regulation has removed the first sentence of section 3-6-2(f) and authorized DOC to collect a co-pay without regard to where the inmate receives the medical or dental treatment. We disagree.

¶ 51 "Where, as here, an agency is charged with the administration and enforcement of the statute, courts will give deference to the agency's interpretation of any statutory ambiguities."

Hadley v. Illinois Department of Corrections, 224 Ill. 2d 365, 370, 864 N.E.2d 162, 165 (2007). We will not substitute our own construction of a statutory provision for a reasonable interpretation adopted by the agency charged with administering the statute. *Id.* at 371, 864 N.E.2d at 165. "Courts, however, are not bound by an agency's interpretation that conflicts with the statute, is unreasonable, or is otherwise erroneous." *Id.* We review *de novo* issues of statutory interpretation. *Landis*, 235 Ill. 2d at 6, 919 N.E.2d at 303.

¶ 52 Based on our interpretation of the statutory authority for this regulation, we conclude the regulation does not exceed defendants' statutorily granted authority to implement section 3-6-2(f), as it requires inmates to pay a $2 co-payment regardless of where the medical services are received. 20 Ill. Adm. Code 415.30(g) (amended at 31 Ill. Reg. 9842 (eff. July 1, 2007)). The regulation does not conflict with the plain language of section 3-6-2(f). In fact, the plain language of the statute expressly authorizes the $2 co-payment. Accordingly, we conclude the regulation authorizing the co-payment to be charged regardless of where services are received is valid.

¶ 53 Given our interpretation of section 3-6-2(f) and our resultant determination DOC's regulation is valid, we conclude the trial court properly granted defendants' motion to dismiss plaintiff's complaint where it failed to state a cause of action. Defendants had no authority to comply with the order of *mandamus* sought by plaintiff because section 3-6-2(f) of the Unified Code *required* defendants to charge plaintiff a co-payment when he received medical and dental services.

¶ 54 D. Plaintiff's Remaining Arguments

¶ 55 Plaintiff also argues the trial court erred by dismissing his complaint where his cause of action was not barred by sovereign immunity or the doctrine of *laches*. Because we

have determined the court properly dismissed plaintiff's complaint for failure to state a claim, we need not address whether the court erred by dismissing the complaint on these bases.

¶ 56 III. CONCLUSION

¶ 57 For the reasons stated, we affirm the trial court's judgment.

¶ 58 Affirmed.