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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION  
MORTGAGE FORECLOSURE/MECHANICS LIEN SECTION**

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1900 CAPITAL TRUST II, BY  
US BANK TRUST NATIONAL  
ASSOCIATION, NOT IN ITS  
INDIVIDUAL CAPACITY BUT  
SOLELY AS CERTIFICATE  
TRUSTEE,

*Plaintiff,*

*v.*

GLOBAL ENTERPRISES REAL  
ESTATE, LLC; UNKNOWN  
OWNERS AND NON-RECORD  
CLAIMANTS,

*Defendants.*

Case Number: 2023 CH 05666

Calendar 60

Honorable William B. Sullivan,  
Judge Presiding

Property Address:  
4420 University Avenue,  
Dolton, Illinois 60419

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**MEMORANDUM OPINION AND ORDER**

**WILLIAM B. SULLIVAN, Circuit Judge:**

Before the Court is Plaintiff 1900 CAPITAL TRUST II, BY US BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CERTIFICATE TRUSTEE's ("1900 Capital Trust") Motion to Appoint Selling Officer, Motion to Shorten Redemption Period, Motion for Summary Judgment, Motion for Judgment of Foreclosure and Sale, and Motion to Dismiss Party Defendant (jointly "Judgment Motions"), as well as 1900 Capital Trust's oral Motion to Strike Defendant's Rule 191(b) Affidavit. Also before the Court is Defendant GLOBAL ENTERPRISES REAL ESTATE, LLC's ("Global") Request to Conduct

Discovery along with a Rule 191(b) affidavit in support of the request and Global's oral Motion to Amend its Answer to Add Affirmative Defenses and Counterclaims. Accordingly, for the reasons listed below, the Court hereby stays the case and withholds ruling on 1900 Capital Trust's Judgment Motions pending further order of this Court. Additionally, Plaintiff's Motion to Strike is hereby GRANTED and the Rule 191(b) affidavit is STRICKEN. Finally, Defendant's Motion to Amend its Answer is hereby GRANTED.

## I. BACKGROUND

On March 25, 2022, Defendant purchased the property located at 4420 University Avenue in Dolton, Illinois, 60419 (the "Property"). This is the property which is the subject of this litigation. On the same day, Defendant executed a promissory note (the "Note") payable to CIVIC REAL ESTATE HOLDINGS III, LLC ("Civic") as the mortgagee in the amount of \$177,750.00 secured by a mortgage interest in the property to the lender in a Mortgage Agreement (the "Mortgage") recorded on March 31, 2022.

On June 14, 2023, Civic filed its Complaint against Global to foreclose its mortgage lien encumbering the property. Therein, Civic alleges that Defendant fell behind on mortgage payments and defaulted on February 21, 2023. Shortly thereafter, on August 23, 2023, Civic assigned the Mortgage to 1900 Capital Trust. On January 18, 2024, the Court granted Plaintiff's Motion to Substitute Party Plaintiff making 1900 Capital Trust Plaintiff today. On October 11, 2023, Global

filed its Answer denying all allegations in the Complaint. It did not plead any affirmative defenses or counterclaims in its Answer.

Subsequently, on February 29, 2024, 1900 Capital Trust filed the instant Judgment Motions. The Judgment Motions were presented on March 26, 2024, and on the same day, the Court entered a briefing schedule and set a hearing date. Defendant timely filed its Response on April 24, 2024. Plaintiff timely filed its Reply on May 10, 2024. The Court then held an in-person hearing on May 29, 2024. During the May 29, 2024, hearing, two oral motions were brought. Plaintiff orally moved to strike Defendant's Rule 191(b) affidavit while Defendant orally moved to amend its Answer to add affirmative defenses and counterclaims. The Court having read the Judgment Motions, Defendant's Response thereto, Plaintiff's Reply, and the Court having heard oral argument from the parties on the Judgment Motions as well as both oral motions, the Court entered an Order on May 29, 2024, taking all motions under advisement for the issuance of a written opinion. The Court's opinion follows.

## II. LEGAL STANDARD

1900 Capital Trust now moves for a Judgment of Foreclosure under 735 ILCS 5/15-1506 as well as for summary judgment pursuant to 735 ILCS 5/2-1005, which allows litigants to move for summary judgment where "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." 735 ILCS 5/2-1005(c). At summary judgment, "the

court does not try issues of fact, but must ascertain if any exist.” *Burns v. City of Chicago*, 2016 IL App (1st) 151925, ¶ 15 (citing *Gilbert v. Sycamore Municipal Hospital*, 156 Ill. 2d 511, 517 (1993)). Summary judgment is a drastic measure that should only be granted when the moving party’s right to judgment is “clear and free from doubt.” *Outboard Marine Corp. v. Liberty Mutual Insurance Co.*, 154 Ill. 2d 90, 102 (1992). “Where a reasonable person could draw divergent inferences from undisputed facts, summary judgment should be denied.” *Id.* Finally, although a plaintiff is not required to prove the merits of the case at summary judgment, necessarily some evidentiary facts in support of its cause of action must be presented. *Calhoun v. Belt Ry. Co.*, 314 Ill. App. 3d 513, 517 (2000).

### III. ANALYSIS

Before the Court are Plaintiff’s judgment motions, Plaintiff’s oral motion to strike Defendant’s Rule 191(b) affidavit, and Global’s oral Motion to Amend its Answer to Add Affirmative Defenses and Counterclaims. The Court will analyze each motion in turn.

#### A. Plaintiff’s Judgment Motions

The key dispute regarding the judgment motions is whether Plaintiff successfully complied with Supreme Court Rule 114 and the loss mitigation requirements it imposes. Plaintiff argues it was fully compliant with Rule 114’s requirements as Defendant failed to submit a completed loss mitigation application, thereby lifting Plaintiff’s burden to participate in the loss mitigation process. Furthermore, Plaintiff argues Defendant acted irresponsibly by never following up

regarding the status of its loss mitigation application. Defendant disputes Plaintiff's arguments and states it submitted a loss mitigation application and that the duty to follow up on its status rests with Plaintiff, not Defendant. Furthermore, Defendant contends the language of Rule 114 clearly places the burden of proving compliance on Plaintiff's shoulders.

At this stage of the suit, no issue is more critical in the Court's opinion than compliance with Supreme Court Rule 114. Therefore, the Court must examine the Rule's history, purpose, and the level of Plaintiff's compliance. It is important to note that Illinois Supreme Court Rules are not mere suggestions, rather they have been adopted to ensure uniformity across cases and ensure the rights of all parties are protected throughout litigation. They have the force of law, and the presumption must be that they will be obeyed and enforced as written. *People v. Campbell*, 224 Ill. 2d 80, 87 (2006). When interpreting Supreme Court Rules, this Court does so in the same manner as it construes statutes. *Robidoux v. Oliphant*, 201 Ill. 2d 324, 332 (2002). Therefore, when interpreting a rule, it must determine and give effect to the intent of the Supreme Court for establishing it in the first place. *Id.* The most reliable indicator of the court's intent is the rule's actual language, which should be given its plain and ordinary meaning. *Id.* Committee comments to Supreme Court rules are not binding, but they may be used to determine the application of the rule. *Wright v. Desate, Inc.*, 292 Ill. App. 3d 952, 954 (1997).

Rule 114(a) provides that "[f]or all actions filed under the Illinois Mortgage Foreclosure Law, and where a mortgagor has appeared or filed an answer or other

responsive pleading, Plaintiff must, *prior to moving for a judgment of foreclosure*, comply with the requirements of any loss mitigation program which applies to the subject of the mortgage loan.” Ill. S. Ct. R. 114(a) (eff. May 1, 2013) (Emphasis added). Rule 114(b) provides that, in order to comply with subsection (a), “Plaintiff *prior to or at the time of moving for a judgment of foreclosure*, must file an affidavit specifying: (1) Any type of loss mitigation which applies to the subject mortgage; (2) What steps were taken to offer said type of loss mitigation to the mortgagor(s); and (3) The status of any such loss mitigation efforts.” Ill. S. Ct. R. 114(b) (eff. May 1, 2013) (Emphasis added). Enforcement of the Rule is governed by subsection (d) which provides that, “The court may, either *sua sponte* or upon motion of a mortgagor, stay the proceedings or deny entry of a foreclosure judgment if Plaintiff fails to comply with the requirements of this rule.” Ill. S. Ct. R. 114(d) (eff. May 1, 2013). Notably, subsection (d) offers courts flexibility in deciding whether to stay the case or deny the motion if it is determined that the plaintiff has failed to comply with the Rule. *Wells Fargo Bank, N.A. v. Simpson*, 2015 IL App (1st) 142925, ¶ 37. Rather than being written in mandatory terms such as “shall,” the language of the Rule states a court “may” stay the proceedings or deny entry of judgment. *Id.* This use of “may” suggests some space permitted for judicial discretion regarding how strictly it is to be enforced.

Our Supreme Court adopted Rule 114 in response to a “huge increase” in foreclosures and found it is in the best interest of all parties to a case, the courts, and the general public to work out possible mortgage refinancing rather than

foreclosure. Ill. S. Ct. R. 114, Committee Comments (adopted Apr. 8, 2013). The comments continue: “[t]he intended purpose of the rule is to prevent the entry of a judgment of foreclosure where the plaintiff has thereforeto failed to comply with applicable loss mitigation requirements, be they local, state, or federal. The filing of the affidavits allows the court to review the plaintiff’s level of compliance with applicable loss mitigation requirements, and if necessary, to deny a motion for judgment of foreclosure if said compliance is lacking.” *Id.* The Committee Comments make clear that Rule 114 was adopted to reinforce the notion that foreclosure is a last resort measure that should only be pursued when all other avenues have been exhausted. The rule plainly seeks to encourage compliance by lenders with any applicable loss mitigation efforts as required by law.

It is understandable why our High Court sees foreclosure as a drastic measure that should only be pursued when there are no other available options as it results in costly litigation, use of finite court resources, and most consequentially, someone losing their property whether it be commercial or residential. Property ownership and the benefits enjoyed by a property owner is a sacred, foundational cornerstone of our republic, and stripping private citizens of their ownership rights and privileges should only be done in situations where it is absolutely necessary to achieve a just result in accordance with the law and the terms of a mortgage and note. *City of Belleville v. St. Clair County Turnpike Co.*, 234 Ill. 428, 436 (1908).

Furthermore, Rule 114 affidavits are meant to give courts advisory information regarding the status of a loan modification application. This is useful

since it allows courts to resolve a defendant's request to either delay or continue a case because the lender is currently undergoing review of a loan modification application or has failed to obey the requirements of an applicable loss mitigation program. *Simpson*, 2015 IL App (1st) 142925, ¶ 41.

Under both the common law and Illinois law and as a matter of policy, high importance is placed on the duty to mitigate damages before bringing a lawsuit. *Takiff Properties Group Ltd. #2 v. GTI Life, Inc.*, 2018 IL App (1st) 171477, ¶ 17. The duty to mitigate damages imposes a duty on the injured party to "exercise reasonable diligence and ordinary care in attempting to minimize his damages after injury has been inflicted." *Tsoukas v. Lapid*, 315 Ill. App. 3d 372, 377 (2000), (quoting Black's Law Dictionary 904 (5th ed. 1979)). While the Court cannot compel Plaintiff to participate in loss mitigation efforts, under the enforcement clause of Rule 114, this Court may stay these proceedings if it determines that Plaintiff has failed to comply. Ill. S. Ct. R. 114(d) (eff. May 1, 2013). This Court strongly emphasizes the need for good faith and fair dealing by both parties in all efforts to mitigate damages. *Gore v. Indiana Ins. Co.*, 376 Ill. App. 3d 282, 286 (2007). The questions surrounding Plaintiff's good faith effort to participate in sufficient loss mitigation has, in the Court's eyes, become the central issue of this case.

For a loss mitigation affidavit to comply with Illinois Supreme Court Rule 114, it must specify any type of loss mitigation which applies to the subject mortgage. Ill. S. Ct. R. 114(b) (eff. May 1, 2013). Additionally, the affidavit must state what steps were taken to offer said type of loss mitigation to the mortgagor.



*Id.* Lastly, the affidavit must provide the status of any such loss mitigation efforts.

*Id.*

Per Defendant's Exhibit B, on October 16, 2023, under its capacity as the loan servicer, Shellpoint Mortgage Servicing ("Shellpoint") sent a letter to Defendant to give it notice it was behind on its mortgage payments. This was the third such letter Defendant received from Shellpoint. The first two were sent on September 13, 2023, detailing the alleged missed mortgage payments on properties which are not the subject of this suit.

The letter from October 26, 2023, described the options that may be available to Defendant including refinancing the loan, modifying the terms of the loan, entering into a payment forbearance plan, or selling the property. The letter included an attached taxpayer consent form that needed to be signed in order to proceed with the loss mitigation process. On the same day, Defendant signed and dated the form. Defendant filled out a mortgage assistance application on that day, too, and submitted it to Plaintiff for review. This application detailed the borrower's contact information, income, monthly profit and loss statements, hardship information, letter of explanation, hardship letter, and the certification and agreement. Notably, at the top of this application a clause states that upon the lender's receipt of the application, the borrower will be contacted within five business days to acknowledge receipt. Furthermore, the clause states the lender will inform the borrower if additional documentation or information is needed. While Plaintiff argues that the packet Defendant submitted to it for review was

incomplete, there is absolutely nothing in the record to suggest Plaintiff ever sent Defendant notice of the application's incomplete status, let alone evidence to suggest Defendant ever received any sort of follow up regarding this application, despite Plaintiff's pledge to follow up within five business days.

In response to Defendant's reply to the Judgment Motions, Plaintiff concedes that Defendant submitted a loss mitigation application, but it claims this is irrelevant as Defendant never stated it submitted a complete loss mitigation application. Furthermore, Plaintiff suggests all documentation provided by Defendant regarding its loss mitigation application are from October 2023 whereas Plaintiff's loss mitigation affidavit was filed in April of 2024. The affidavit notes Defendant made no mention of any attempt to follow up or inquire on the status of any loss mitigation review efforts during that time period. Plaintiff's argument falls short for multiple reasons.

Firstly, as mentioned above, at the very beginning of the mortgage assistance application filled out by Defendant, there is a clause stating, "We will contact you within five business days to acknowledge receipt and let you know if you need to send additional information or documents." Read plainly, this language would suggest that the loan servicer, acting on behalf of Plaintiff as its agent, has assumed the responsibility of following up with the borrower regarding the details of the loss mitigation application's status. Furthermore, the clause explicitly states that if the application is incomplete and needs to be supplemented with further information or documentation, the servicer will contact the borrower within five business days to

let the borrower know. Even if this Court accepts Plaintiff's contention that the loss mitigation application was incomplete, the language of the application makes perfectly clear that the onus of following up regarding an incomplete application rests with the lender, not the borrower. While a reasonably prudent borrower may take the initiative to follow up on the status of its application without being prompted to do so, the language of the application makes clear this is not an expectation placed upon borrowers. This Court need not even resort to the contractual principle of interpreting ambiguities against the drafter as this language is explicitly clear in its meaning.

Secondly, the language of Rule 114 and its associated Committee Comments could not be more clear in its intent to impose the duty of compliance with loss mitigation on plaintiffs. In Subsection (a), it is specified that, "Plaintiff must, prior to moving for a judgment of foreclosure, comply with the requirements of any loss mitigation program which applies to the subject mortgage loans." Ill. S. Ct. R. 114(a) (eff. May 1, 2013). This clause distinctly places the burden of compliance with loss mitigation efforts squarely on plaintiffs seeking a judgment of foreclosure as Plaintiff here seeks today. The language clearly indicates an intent by the Illinois Supreme Court to bind plaintiffs seeking a judgment of foreclosure to the responsibility of pursuing loss mitigation and appropriately cooperating with a defendant during the loss mitigation process.

Furthermore, Subsection (b) specifies the steps a plaintiff must take to prove compliance with the requirements of Subsection (a). The clause states, "[i]n order to

document the compliance required by paragraph (a) above, Plaintiff prior to or at the time of moving for a judgment of foreclosure, must file an affidavit specifying: (1) Any type of loss mitigation which applies to the subject mortgage; (2) What steps were taken to offer said type of loss mitigation to the mortgagor(s); and (3) The status of any such loss mitigation efforts.” Ill. S. Ct. R. 114(b) (eff. May 1, 2013). In practice, Subsection (b) informs plaintiffs of the requirements for filing a complete and compliant loss mitigation affidavit. Implicitly however, it reaffirms the duty of a plaintiff to fully comply with the loss mitigation process and imposes a requirement on plaintiffs to submit a sworn affidavit documenting compliance therewith. Like Subsection (a), this language too suggests a substantial burden on plaintiffs to participate in loss mitigation procedures and to offer evidence of the same.

Additionally, Subsection (d) also emphasizes the duty of plaintiffs to fully comply with the rule. Illinois Supreme Court Rules carry the weight of law and the Supreme Court has made very clear that strict compliance is required. *Campbell*, 224 Ill. 2d 80, 87 (2006). The clause states, “The court may, either *sua sponte* or upon motion of a mortgagor, stay the proceedings or deny entry of a foreclosure judgment if Plaintiff fails to comply with the requirements of this rule.” Ill. S. Ct. R. 114(d) (eff. May 1, 2013). The clause offers this Court broad discretion to stay the case or deny entry of judgment. Most importantly, this Court is granted that power specifically based upon a plaintiff’s failure to strictly comply with the rest of the Rule’s requirements.

Taken in tandem with the rest of the Rule's language, it is clear that Rule 114 was adopted by the Illinois Supreme Court to impose a duty of compliance with attempted loss mitigation on the shoulders of plaintiffs seeking a judgment of foreclosure. Plainly accepting any plaintiff's contention to relieve themselves from a duty to notify a defendant of the incomplete status of such a loss mitigation application would go against the Rule's plain language, spirit, and this State's public policy to not unnecessarily interfere with private property ownership. By any measure, this cannot be considered fair dealing, and leads this Court to conclude that it would be entirely inequitable to grant Plaintiff the relief it seeks at this time.

Lastly, the Committee Comments attached to Rule 114 explicitly illustrate the Illinois Supreme Court's intent to require plaintiffs seeking a judgment of foreclosure to first fully comply with any applicable loss mitigation steps. The Comments state, "[T]he intended purpose of the rule is to prevent the entry of a judgment of foreclosure where the plaintiff has theretofore failed to comply with applicable loss mitigation requirements, be they local, state, or federal." Ill. S. Ct. R. 114, Committee Comments (adopted Apr. 8, 2013). Repeatedly, both the language of the Rule and the attached explanation in the comments decidedly establish the purpose of the Rule is to require plaintiffs to strictly comply with any applicable loss mitigation requirements before obtaining a judgment of foreclosure. This intention is supported by the policy justification that foreclosure is a highly undesirable result for borrowers, lenders, courts, and the general public. *Id.*

Given all the available evidence, the language of the Rule, and the associated Committee Comments, it can hardly be said that Plaintiff has complied with Rule 114 and has clearly frustrated the loss mitigation process here. While Plaintiff did alert Defendant of the loss mitigation options available regarding its alleged default on the mortgage, it then curiously failed to continue with the rest of the process. No court could conclude Plaintiff adequately attempted to participate in the loss mitigation process here, including this Court.

In its Reply in Support of its Motion for Summary Judgment, Plaintiff admits there is no pending loss mitigation review as they never received a completed loss mitigation affidavit. While Plaintiff contends Defendant should have contacted Shellpoint for a status update of the application, it makes no mention that Shellpoint attempted to alert the Defendant of the application's incomplete status. Instead of reaching out to Defendant to alert it of the incomplete application status and to inform it of what was needed to complete the review, Plaintiff waited idly by for several months and proceeded to move for judgment of foreclosure and summary judgment anyways. This not only is a textbook violation of Illinois Supreme Court Rule 114, but also offends the basic notions of equity and justice. As discussed earlier, this Court and Illinois law place high value on good faith and fair dealing in loss mitigation efforts, and it is quite clear that Plaintiff has failed to demonstrate that it complied with these requirements. Plaintiff's conduct did not align with this crucial principle.

Therefore, using its discretion granted to it by Rule 114, this Court finds that Plaintiff did not sufficiently comply with the required loss mitigation efforts before moving for a judgment of foreclosure. Accordingly, the Court hereby stays this case and withholds ruling on 1900 Capital Trust's Judgment Motions pending further order of this Court.

B. Plaintiff's Oral Motion to Strike Defendant's Rule 191 Affidavit

Plaintiff also seeks to strike Defendant's Rule 191 Affidavit for noncompliance with this Court's standing order. 735 ILCS 5/1-104(b) vests this Court with the power to make rules regulating its docket, calendar, and business. The rules in this Court's Standing Order have the force of a statute and are thus binding on the parties. *Jones v. State Farm Mutual Automobile Insurance Co.*, 2019 IL App (1st) 170710, ¶ 21. Furthermore, these "rules are meant to be followed, as written, and are not suggestions or guidelines from which deviations may be made by the litigants." *VC&M, Ltd. v. Andrews*, 2013 IL 114445, ¶ 26. Finally, this Court has "inherent authority to control matters before it as necessary to prevent undue delay or disruption in the proceedings." *In re L.S.*, 2022 IL App (1st) 210824, ¶ 111.

Defendant now argues that the Motion for Summary Judgment should be denied due to consumer fraud tactics employed by Plaintiff, although it failed to allege a specific law Plaintiff violated. Defendant is now requesting discovery so it can investigate the alleged fraudulent behavior and possibly file an appropriate counterclaim against Plaintiff.

Per Section XII(l) of this Court's standing order, "A party seeking discovery prior to responding to a dispositive motion brought pursuant to Illinois Code of Civil Procedure sections 2-1005, 2-619, or 2-301(b) must provide on the presentment date of the dispositive motion a filed affidavit in strict compliance with Illinois Supreme Court Rule 191(b). Failure to comply with this requirement may waive all discovery by that party prior to being given an opportunity to file a response brief to the dispositive motion." Plaintiff's Motion for Summary Judgment, a dispositive motion under Section XII(l) brought under Section 2-1005 of the Code of Civil Procedure, was presented on March 26, 2024. Defendant did not file its Rule 191(b) affidavit seeking discovery until nearly a month later on April 24, 2024. This is a clear violation of this Court's Standing Order and the timeline it plainly articulates. As mentioned above, this Court's Standing Order has the force of law and cannot be deviated from by the parties. Therefore, it is clear that Defendant's 191(b) affidavit was not filed or presented in compliance with this Court's Standing Order.

Accordingly, under this Court's discretion, Plaintiff's Motion to Strike is hereby GRANTED and Defendant's Rule 191(b) affidavit is STRICKEN.

#### C. Defendant's Motion to Amend its Answer

Defendant is now seeking to Amend its Answer to add Affirmative Defenses and to possibly include a counterclaim against Plaintiff for their alleged fraudulent behavior. Illinois has a rather liberal policy of allowing the amendment of pleadings *Lee v. Chicago Transit Authority*, 152 Ill.2d 432, 467 (1992). Furthermore, a trial court is free to exercise its discretion in granting motions to amend and its decision



will not be reversed absent an abuse of discretion. *Id.* Because of Illinois' generous policy of allowing amendments to pleadings, this Court sees no reason to deny Defendant's motion to amend.

Accordingly, using the discretion bestowed upon it by Illinois law, Defendant's Motion to Amend its Answer is hereby GRANTED.

#### IV. CONCLUSION

Accordingly, for the aforementioned reasons, ruling on Plaintiff's Judgment Motions is WITHHELD, and this case is STAYED pending further order of this Court. Additionally, Plaintiff's Motion to Strike is hereby GRANTED, and Defendant's 191(b) affidavit is STRICKEN without prejudice. Furthermore, Defendant's Motion to Amend its Answer is hereby GRANTED and Defendant shall have 28 days to file an amended answer. The parties may engage in appropriate discovery as permitted by Illinois law.

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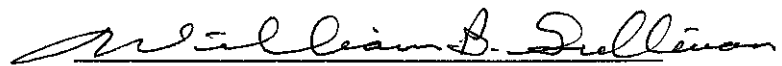
**THEREFORE, FOR THE AFOREMENTIONED REASONS, THE COURT HEREBY ORDERS AS FOLLOWS:**

- (1) The Court hereby WITHHOLDS ruling on all of Plaintiff's judgment motions;
- (2) This case is hereby STAYED pending further order of this Court;
- (3) Plaintiff's oral Motion to Strike is GRANTED and Defendant's 191(b) affidavit is STRICKEN;
- (4) Defendant's oral Motion to Amend its Answer to add affirmative defenses and/or counterclaims is hereby GRANTED and Defendant shall amend its Answer within 28 days, on or before July 29, 2024; and
- (5) The parties may engage in discovery as permitted by Illinois law.

**IT IS SO ORDERED.**

Date: July 1, 2024

ENTERED:



Honorable William B. Sullivan  
Cook County Circuit Judge

ORDER PREPARED BY THE COURT  
ccc.mfmlcalendar60@cookcountyil.gov  
(312) 603-3894

