Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 64

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation,	)	No. 25 CH 10558
Plaintiff,	)	Calendar No. 64
v.	)	Hon. James A. Wright
THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS,	)	2701-09 W. Fulton St., Chicago, IL 60612
Defendants.	)	

PROPOSED INTERVENORS' EMERGENCY MOTION FOR INSTRUCTIONS TO THE RECEIVER

Phillip Bleicher, the occupant of Unit 3N at 2701-09 W. Fulton St., and Christian Black, the lessee named in the Unit 3N lease (together, "Proposed Intervenors"), by their attorney, and upon their Petition for Leave to Intervene for a Limited Purpose filed with this motion, move under Calendar 64 Standing Order § XIX for instructions to the Court's receiver, Daniel J. Hyman (the "Receiver"), and state:

INTRODUCTION

1. Proposed Intervenors ask for three interim instructions, pending a hearing on the regular call: (1) that heat be restored to Unit 3N forthwith, with authority for the expense if ¶ 13 of the Court's Order requires it; (2) that no possession or eviction proceeding be commenced on the Receiver's September 22, 2026 five-day notice to Unit 3N (and, in the Court's discretion, on the like notices served that day on Units 9PH and 6S); and (3) that no occupant be directed to vacate without an order of this Court, and that the Receiver's September 24, 2026 demands that

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Mr. Bleicher vacate his home be withdrawn. Each was set out in counsel's written notice of September 24, 2026 (Ex. P). The remaining matters are identified in Part III for hearing on the regular call.

FACTS

The Order

2. On August 31, 2026 the Court entered its Order Appointing Receiver (the "Order," of record). The Order finds the Receiver qualified to "manage the property as would a reasonably prudent person" (¶ 1) and gives him the powers of a receiver under 735 ILCS 5/15-1704 (¶ 3). It directs tenants to pay rent to the Receiver "from the effective date of this order," and provides: "Within 21 days, the receiver shall provide notice to all occupants of the property as required by 735 ILCS 5/15-1704(f)." (¶ 4.) It directs the defendant-mortgagor, within five business days after the bond is approved, to turn over the leasing documents, "[a]ll keys needed to operate, repair and/or maintain the property," and "[a] list of all tenants and their payment history for the last two years" (¶ 5(b), (f), (g)); forbids the mortgagor to interfere (¶ 6); requires the Receiver's reports to identify "any failure of the mortgagor or any tenant to cooperate" (¶ 8); and permits improvements up to $2,500 with the plaintiff's consent (¶ 13).

Unit 3N

3. Unit 3N has been Mr. Bleicher's home since August 2022. Its ComEd and Peoples Gas accounts are in his name; after inspecting the unit, each company changed the account from commercial to residential service. (Bleicher Stmt. ¶ 1.) On August 8, 2022 defendant Michael Federow, who ran the building, asked for a letter of intent that "just tells me your company name and what you wanna do with the space"; CDM Media, Inc. emailed one the next day, signed by Mr. Black, stating: "I will use the space as a live/work space." At the lease signing on August 12, Mr. Black and Mr. Bleicher handed him a second version, signed by both, stating: "We will use

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the space as a live/work space." (Ex. C-1, C-2; Ex. A ¶ 2 & Att. 1.) The unit had been advertised as a "Commercial Loft" "with a possible work/living arrangement on 3 floors." (Ex. A Att. 2.) The lease that followed, dated August 12, 2022, names Mr. Black as lessee and CDM Media, Inc. as the business to be conducted, at $3,385 per month. (Ex. D.) The lease form the mortgagor prepared had a signature line for Mr. Black only. CDM Media, Inc., Mr. Bleicher's company, paid the rent every month from August 2022 through July 2026, by checks Mr. Bleicher signed, and the mortgagor accepted them. (Bleicher Stmt. ¶¶ 1–5, Ex. A; Black Stmt., Ex. B.) Mr. Black does not live in the unit; Mr. Bleicher occupies it with his knowledge and consent. (Ex. B.)

No heat since September 3

4. On September 3, 2026 the carbon-monoxide detectors in the building activated after work on the furnace of a neighboring unit. The Chicago Fire Department evacuated the building and shut off the gas, and Peoples Gas tagged the furnace serving Unit 3N (caution tag no. 321893) and cut its power. (Ex. N; Bleicher Stmt. ¶ 7.) That was three days after the Receiver took possession. The tenants' September 16 letter to the Receiver reported the event and the gas shut-off (Ex. F § 3(g)), and Mr. Bleicher raised it with the Receiver during the Receiver's September 22 inspection of the unit (Bleicher Stmt. ¶ 8). Chicago's heating season began September 15. On the night of September 22 the temperature inside Unit 3N was in the 50s. The furnace has not been repaired. (Bleicher Stmt. ¶ 7.)

5. At 9:32 a.m. on September 24, Mr. Bleicher gave the Receiver written notice under the Chicago Residential Landlord and Tenant Ordinance ("RLTO"), Chi. Mun. Code § 5-12-110(f), that Unit 3N had no heat, copying plaintiff's counsel. (Ex. O.) The Receiver's replies that day (Central time; Ex. P uses Eastern) were:

(a) 9:35 a.m.: "We are not authorizing your use of a contractor of your selection and will have a contractor look into it. How would they contact you." Mr. Bleicher

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answered at 10:14 a.m. with his phone number and an offer of same-day access. No contractor has called or come, and Unit 3N still has no heat. (Bleicher Stmt. ¶ 7.)

(b) 11:46 a.m.: "Please forward us your lease. I am unable to authorize any repairs without knowing the terms thereof."

(c) 11:56 a.m.: "I'm sorry without the lease unable to help you. As it may not be my responsibility."

(d) 1:03 p.m.: attaching a document received from another source, the Receiver wrote that he did "not see anywhere in the lease where you or your company are identified as the tenant," that "residential use does not appear to be authorized," and that the lease's ¶ 3 "appears to place certain responsibilities on the tenant such as HVAC."

(e) 1:51 p.m., after Mr. Bleicher told him the document was not the lease signed on August 12, 2022: "The lease we received is deemed accurate, and the lease pertains to a commercial space."

(f) 3:39 p.m.: "We are therefore asking that you either vacate the premises or provide us with documentation demonstrating that you have a legal right or other authorization to remain at the property."

(g) 6:22 p.m.: "Until you provide such documentation, we have no basis to recognize you as an authorized tenant or occupant of the property," asking Mr. Bleicher to "provide the requested documentation so that we can determine your status and proceed accordingly or vacate for the safety and security of the legitimate tenants in the building."

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6. The document the Receiver "deemed accurate" is not the lease signed on August 12, 2022. Compared with the signed lease (Ex. D), it names as lessor "Property Management Support Inc."; states a term ending "10-25-2025"; misnames the business "CDM MEDIE LLC"; states in ¶ 15 a key deposit of $3,200.00, where the signed lease states $5,077.50; states in ¶ 28 a five-day-notice charge of $250.00, where the signed lease states $495.00; and omits the lessee's initials and the initialed correction on the signature page. (Ex. E, side by side.) Mr. Black, the lessee, states that the signature on page 6 of that document is not his. (Ex. B ¶ 9.) The next day the Receiver wrote to the occupant of Unit 1N that "[a] tenant was complaining that we had a different lease, but it was the same lease," and when that occupant asked for the Receiver's version of his own lease, answered: "You first." (Ex. S.) Paragraph 3 reads the same in both. Counsel's letter of 6:59 p.m. Eastern that evening enclosed the six substantive pages of the signed lease. (Ex. P.)

The September 22 notices

7. On September 22, at the end of his inspection of Unit 3N, the Receiver handed Mr. Bleicher a pre-completed Notice of Termination for Non-Payment of Rent addressed to "Christine Black" and unknown occupants, demanding $23,950.88 within five days. (Ex. J; Bleicher Stmt. ¶ 8.) There is no Christine Black. The sum is about seven months of the unit's $3,385 rent. The Receiver's authority to collect rent began August 31 (Order ¶ 4); the sum is the mortgagor's claimed balance, which Proposed Intervenors have disputed in writing since 2023 (Bleicher Stmt. ¶ 5). Five days earlier the Receiver had written to the tenants that "we have not received the necessary information or documentation from the owner." (Ex. I.) The five days run through Monday, September 28.

8. The same day the Receiver served like notices on Unit 9PH, for $10,389.15 (Ex. K), and Unit 6S, for $5,581.83 (Ex. L). The 6S figure is the "Total Due" on the mortgagor's

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August 20, 2026 invoice to that unit, whose line items, including a "tax increase," a $495 "late notice" charge and a $750 late fee, add to $5,357.00. (Ex. M.) The 9PH figure is the total of a mortgagor invoice to that unit dated August 20, 2026 and headed "FINAL BILL," which came attached to the Receiver's September 24 email to the occupant; the occupant also received an invoice with the same number and date for $6,549.15, and the $3,840 difference is a $1,350 "toilet repair," $1,500 in "attorneys fees for 5 day notice," a $495 "5 day notice" charge and a $495 "work stop order." (Ex. R.)

9. Proposed Intervenors do not dispute that rent accruing on and after August 31, 2026 is payable to the Receiver. Until he serves the notice described in § 15-1704(f)(2), however, the Receiver "may not collect any rent due and owing from a known occupant." § 15-1704(f)(5)(i); ¶ 17 below. Counsel's September 24 letter stated that September rent would be tendered (Ex. P ¶ 4). No such notice having been served, September rent of $3,385 is instead set aside, ready to be paid, and will be paid to the Receiver as soon as that notice is served, or as the Court directs, subject to credit for the period without heat. (Ex. Q.)

The notice to occupants

10. The only written notice the Receiver has given the occupants is an August 31 letter to "Valued Tenant." (Ex. H.) It names no occupant; it does not say that the property is the subject of a foreclosure action; it does not contain the sentence "This is NOT a notice to vacate the premises"; and it gives a case number without the case name or the court. Unit 3N received it from the Receiver's manager on September 4 and, on September 5, from the mortgagor, who placed a copy in the unit's mailbox. (Bleicher Stmt. ¶ 9.) The only other document the Receiver sent the tenants as a notice, attached to his September 17 email, was addressed to the tenants of four other buildings and carried two other case numbers; the next morning he wrote that "that was a defective notice attached." (Ex. I.) No notice has been posted on the door of any unit.

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(Bleicher Stmt. ¶ 9.) Proposed Intervenors' names, unit and address were given to the Receiver in the tenants' September 16 letter and in Mr. Bleicher's September 17 letter. (Exs. F, G.)

Notice of this motion

11. Counsel's September 24 letter to the Receiver and all parties, by email and FedEx, gave notice under Standing Order § XIX(a) of each form of emergency relief sought here and stated that the motion would not be pursued on an emergency basis if the September 22 notice and September 24 demand were withdrawn in writing and heat restored. (Ex. P.) No one has responded, and none of the three has occurred.

ARGUMENT

I. The Court directs its Receiver.

12. A receiver "is an officer of the Court, not an agent of the mortgagee or the owner, and his or her duty is to preserve and operate the property, within the confines of the order of appointment and any subsequent authorization granted to him or her by the Court." Standing Order § XXI(h) (citing *U.S. Bank Nat'l Ass'n v. Randhurst Crossing LLC*, 2018 IL App (1st) 170348, ¶ 68). He "has no powers except such as are conferred upon him by the order of his appointment," and "the court itself holds and administers the estate, through the receiver as its officer." *Prairie States Petroleum Co. v. Universal Oil Sales Corp.*, 88 Ill. App. 3d 753, 781 (1st Dist. 1980). The Foreclosure Law requires him to "manage the mortgaged real estate as would a prudent person" and to "use reasonable efforts to maintain the real estate . . . in at least as good condition as existed at the time the receiver took possession," and authorizes repairs needed to comply with "building, housing, and other similar codes." 735 ILCS 5/15-1704(c), (c)(2), (c)(7).

II. Each instruction is needed before the regular call.

13. An emergency motion lies where "a sudden and unexpected circumstance . . . could result in irreparable harm . . . which requires an urgent response before the same motion

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could be heard on the regular call." Standing Order § XIX(a). A motion noticed today for the regular call could not be heard before mid-October. The five-day notice of September 22 runs through September 28, and on September 24 the Receiver refused to restore heat, out since September 3, without the lease, then asked Mr. Bleicher to vacate.

A. Heat

14. Unit 3N has had no heat since September 3, including every day of the heating season so far. Chicago requires dwelling units to have permanent heating equipment capable of maintaining 68°F, Chi. Mun. Code § 14X-8-802.2, and requires occupied work spaces to be heated from September 15 to June 1, § 14X-8-802.3.2; whatever label is put on the unit, heat is required now. The furnace was shut off after the Receiver took possession, following a carbon-monoxide event that began with work on a neighboring unit's furnace. Restoring it is maintenance of the real estate in the condition it was in when he took possession. 735 ILCS 5/15-1704(c)(2).

15. The Receiver's stated reasons for not doing so are not reasons. Neither the Order nor the statute conditions a code repair on the Receiver's receipt of a lease; the Order tells him to obtain leases from the mortgagor (¶ 5(b)), and ¶ 3 of the lease is the same in the signed lease and in the document he received (¶ 6 above). A rental agreement for a dwelling unit may not waive the landlord's duty to maintain heating facilities. RLTO §§ 5-12-070, 5-12-140(a). And the furnace was taken out of service by the Fire Department and Peoples Gas after a carbon-monoxide event, not by anything the occupant did. A home without heat in late September, with October ahead, is irreparable harm of the plainest kind, and the repair of a single furnace is within the Receiver's ordinary authority. If the cost exceeds the limit in ¶ 13, the Court can authorize it now. The Receiver took the same position that afternoon with the occupant of Unit

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9PH. She gave him written notice at 4:22 p.m. that her home had had no heat since August 1; he answered at 4:46 p.m. that heat is the lessee's responsibility under the same lease paragraph, that the building "is used as a work/live space," and that a space to live in "also has to have a business license." (Ex. R.)

B. The September 22 notice

16. The notice to Unit 3N cannot support a proceeding for possession, for reasons apparent on its face and on the record.

17. First, the Order required the Receiver, within 21 days, to "provide notice to all occupants of the property as required by 735 ILCS 5/15-1704(f)" (¶ 4). Section 15-1704(f) requires a written notice naming the occupant, stating that the property is the subject of a foreclosure action and that control has changed, giving a contact for repairs, stating "This is NOT a notice to vacate the premises" or substantially similar language, and identifying the case by name, number and court, and requires a notice posted on the primary entrance of each dwelling unit, all within 21 days. § 15-1704(f)(1)–(2), (6). A "dwelling unit" for this purpose is "a room or suite of rooms providing complete, independent living facilities for at least one person, including permanent provisions for sanitation, cooking, eating, sleeping, and other activities routinely associated with daily life," 735 ILCS 5/15-1202.5, whatever the lease calls it. Unit 3N is one. (Bleicher Stmt. ¶ 1.) The consequence of noncompliance is express: "A receiver who fails to comply with items (1), (2), (3), and (4) of this subsection (f) may not collect any rent due and owing from a known occupant, or terminate a known occupant's tenancy for non-payment of such rent, until the receiver has served the notice described in item (2) of this subsection (f) upon the known occupant." § 15-1704(f)(5)(i). The 21 days ran on September 21. The "Valued Tenant" letter lacks items (f)(2)(i), (ii), (iv) and (v) (¶ 10 above); nothing was posted, and the

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notice of termination was served on September 22 (¶ 10 above). Proposed Intervenors were known to the Receiver by name, unit and address well within the 21 days (Exs. F, G), so the later-identified-occupant provision of § 15-1704(f)(4) does not apply.

18. Second, the notice demands a sum that did not accrue to the Receiver. His authority to collect rent runs "from the effective date of this order" (Order ¶ 4); $23,950.88 is about seven months' rent, and the only source for it is the mortgagor's disputed balance. A notice that can be satisfied only by paying the receivership the mortgagor's pre-appointment balance is not a demand for rent owed to the Receiver. The same afternoon the Receiver asked the occupant of Unit 9PH to pay, by cashier's check the next day, "the rent that has remained unpaid for the past several months." (Ex. R.)

19. Third, the lease the Receiver invokes allows termination for a default "on rent, or any additional rent" only after notice of the default, thirty days to cure, and a further notice of not less than thirty days. (Ex. D ¶ 14.) The five-day form disregards it. And the notice was served on the occupant who organized the building's tenants, six days after their joint letter and five days after his own; the RLTO presumes that action against a tenant within a year of such protected conduct is retaliatory. RLTO § 5-12-150.

20. An eviction filing is a public record, reported by tenant-screening services within days. Dismissal does not remove it, and sealing is discretionary and available only on a later finding that the action was "sufficiently without a basis in fact or law." 735 ILCS 5/9-121(b). A one-line instruction to the Court's own officer prevents that harm; the Receiver loses nothing by waiting for a hearing, since September rent is being held for him and will be paid on proper notice, and he "shall accept all rental payments from an occupant." § 15-1704(c)(2.5). The notices to Units 9PH and 6S rest on the same "Valued Tenant" letter and on mortgagor invoice

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totals that include charges that are not rent (Exs. K–M, R). Proposed Intervenors do not represent those occupants, but ask the Court, in its discretion, to extend the same interim instruction to them.

C. No occupant directed to vacate absent an order of this Court

21. On September 24 the Receiver twice asked Mr. Bleicher to "vacate" his home unless he produced documents satisfying the Receiver of his right to be there, and said he had "no basis to recognize" him as an occupant. (Ex. O.) The Order gives the Receiver no power to decide who may occupy the property or to remove an occupant; possession is recovered, if at all, through a proceeding under the Eviction Act, and no landlord may remove an occupant, change locks or interrupt services without authority of law. RLTO § 5-12-160. Nor is there any doubt to resolve: Mr. Bleicher has lived in Unit 3N for four years with the mortgagor's knowledge, the named lessee confirms that he occupies it with his consent (Ex. B), the mortgagor accepted four years of rent from his company, and the Receiver's own August 31 letter told the tenants that "[y]our lease and its terms are valid and will be honored" (Ex. H). On September 24 the Receiver himself wrote to another occupant that "the premises at 2701 W. Fulton is used as a work/live space." (Ex. R.) The Receiver's position rests on the document he "deemed accurate," which is not the signed lease (¶ 6 above). A demand that a resident leave his home, made by the Court's officer on the strength of that document, six hours after a written request for heat, calls for an instruction now. Whether any occupant must leave is a question for this Court.

III. Matters for the regular call

22. Proposed Intervenors ask that the Court set the following for hearing on the regular call, and direct the Receiver to file, seven days before it, a report verified by him that answers each item, states any failure of the mortgagor to cooperate (Order ¶ 8), and attaches the

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documents it relies on. See *City of Chicago v. Jewellery Tower LLC*, 2021 IL App (1st) 201352, ¶¶ 48–51, 54.

(a) *Notice.* Compliance with ¶ 4 of the Order and § 15-1704(f); until then, no rent collection from or termination of any occupant for non-payment, § 15-1704(f)(5)(i).

(b) *Pre-appointment balances.* No demand or notice based on balances the mortgagor claims for periods before August 31, 2026, and no second charge to an occupant who prepaid the mortgagor, § 15-1704(f)(5)(ii).

(c) *Turnover and utilities.* The mortgagor's turnover under ¶ 5, including the two-year tenant list (¶ 5(g)); whether the building's water, electric and gas accounts are in the Receiver's name and current; and which meter and furnace serve which space (Ex. F § 1(g)), including Unit 2N, whose electric and heating systems serve three floors, one of them vacant, and on whose system the work before the September 3 carbon-monoxide event was done.

(d) *Source of the Receiver's documents.* For each lease, invoice and ledger he has used with an occupant: who gave it to him, when, and the original. The files he sent Units 3N and 9PH on September 24 were scanned eleven minutes apart on September 20. The first differs from the signed lease (Ex. E); the second holds a $10,389.15 invoice whose same-numbered copy in the occupant's hands is $6,549.15 (Ex. R), and the mortgagor's "Commission Report" on that unit's lease. Also, who signed the Unit 3N lease for the lessor as "Travis Lofton," a person Proposed Intervenors never met. (Bleicher Stmt. ¶ 3.)

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(e) *Leases for every unit.* That each occupant receive, on request, the complete file the mortgagor gave the Receiver for that unit (lease, invoices, ledger and notices), to compare with the papers the occupant holds, and the Receiver's account of how he has answered such requests (Ex. S).

(f) *Deposits.* A sworn accounting by the mortgagor of all security and "key" deposits, including any taken by another company during this case (in July 2026 an occupant paid an $8,000 "key lease deposit" to EEW LLC, which that occupant's lease does not name, and whose registered agent is Robert C. Acri, the defendants' affiant here); their turnover to a segregated account, RLTO § 5-12-080(a); and credit for deposits paid to the mortgagor (Unit 3N, $5,077.50; Unit 6S, $5,900; Bleicher Stmt. ¶¶ 3, 12).

(g) *Life safety.* Heat in every occupied unit (Unit 9PH reports none since August 1, Ex. R); the first-floor rear corridor, the building's exit path, still obstructed and its doors locked (Ex. F § 3(a)); and the results of the September 25 fire inspection, with a plan to correct them. No one asked to inspect Unit 3N that day, although Mr. Bleicher was home. (Bleicher Stmt. ¶ 13.)

(h) *Entry and mail.* Two days' notice for non-emergency entry, RLTO § 5-12-050, and no opening, removing or photographing of occupants' mail, as the Receiver did at Unit 3N's mailbox on September 16 (video to be offered at the hearing).

(i) *The mortgagor's presence.* The mortgagor was at the building during the September 25 inspection and again on September 26 (Bleicher Stmt. ¶ 13), although the Order bars his interference (¶ 6): whether he or his companies

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occupy space there, on what terms, and any arrangement with the Receiver or his manager for access, keys, pay or commissions.

(j) *New terms.* That no occupant be required to accept a new lease, a rent increase or other new terms in order to remain, pending the hearing; a receiver may not raise an occupant's rent without leave of court, § 15-1704(g). (Bleicher Stmt. ¶ 12.)

(k) *Responses.* Written responses to the tenants' written requests. (Exs. F, G.)

(l) *Retaliation.* All three units served on September 22 signed the tenants' September 16 letter. (Ex. F.) RLTO § 5-12-150; 765 ILCS 721/20.

RELIEF REQUESTED

WHEREFORE, Proposed Intervenors respectfully request that the Court enter the proposed interim order submitted with this motion and:

A. Instruct the Receiver to restore heat to Unit 3N forthwith, through a licensed heating contractor and in coordination with Peoples Gas, and to file a short report within seven days confirming that it has been done; authorize the necessary expense to the extent ¶ 13 of the Order requires further authority; and provide that, if heat is not restored within three days, Proposed Intervenors may have the furnace repaired by a licensed contractor and credit the reasonable cost against rent next due, on receipts furnished to the Receiver;

B. Instruct the Receiver not to commence any possession or eviction proceeding based on the September 22, 2026 notice to Unit 3N, and not to serve any further notice of termination on the occupants of Unit 3N, pending hearing on the regular call; direct him to serve on them, within seven days, the notice described in § 15-1704(f)(2), upon which the September rent held for him will be paid; and, in the Court's discretion, extend that instruction to the September 22, 2026 notices served on Units 9PH and 6S;

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C. Instruct the Receiver that no occupant of the property is to be directed to vacate, excluded, or deprived of any service, absent an order of this Court, and that his September 24, 2026 requests that Mr. Bleicher vacate Unit 3N are withdrawn;

D. Set the matters identified in Part III for hearing on the regular call, and direct the Receiver to file, seven days before that hearing, the verified report described in ¶ 22; and

E. Award Proposed Intervenors their court costs and reasonable attorney's fees, RLTO § 5-12-180, and grant such other relief as is just.

Respectfully submitted,

PHILLIP BLEICHER and CHRISTIAN BLACK

By: /s/ Corinthia Hicks
One of their attorneys

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Statement pursuant to Calendar 64 Standing Order § XII(i): this document was prepared in part with the assistance of artificial intelligence, and has been reviewed and adopted by counsel, who has verified each citation.