

No.127149

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**IN THE  
SUPREME COURT OF ILLINOIS**

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BRIAN J. STRAUSS, individually and d/b/a	)	Appellate Court
1572 North Milwaukee Building Corporation,	)	First Judicial District
	)	Case No. 1-19-1977
Plaintiff-Appellant,	)	
	)	Circuit Court
v.	)	Cook County, Illinois
	)	Case No. 2018 CH 256
CITY OF CHICAGO,	)	
	)	The Hon. David B. Atkins
Defendant-Appellee.	)	<i>Judge Presiding</i>

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**APPELLANT'S BRIEF AND APPENDIX**

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### **NATURE OF THE CASE**

Plaintiff brought this action alleging that the downzoning of Plaintiff's property violated due process and equal protection and that Alderman Proco Joe Moreno tortiously interfered with prospective purchasers of Plaintiff's property and intentionally inflicted emotional distress. Plaintiff appeals from the Appellate Court's decision, affirming the Circuit Court of Cook County's dismissal of Plaintiff's due process and equal protection counts under Section 2-615 of the Code of Civil Procedure and Plaintiff's counts for tortious interference with contract, tortious interference with prospective economic advantage, and intentional infliction of emotional distress under Section 2-619 of the Code of Civil Procedure. The questions raised on the pleadings are whether Plaintiff states a claim for violation of Article I, Section 2 of the Illinois Constitution and whether Defendant met its burden of showing that Section 2-201 of the Tort Immunity Act, 745 ILCS 10/2-201 bars Plaintiff's allegations of tortious interference and intentional infliction of emotional distress.

**ISSUES PRESENTED FOR REVIEW**

1. Whether Plaintiff states a claim for violation of due process and equal protection under Section 2-615 of the Code of Civil Procedure.
2. Whether Defendant met its burden of establishing that Section 2-201 of the Tort Immunity Act, 745 ILCS 10/2-201 applies to Plaintiff's counts for tortious interference with contract, tortious interference with prospective economic advantage, and intentional infliction of emotional distress.

**JURISDICTION**

The Court has jurisdiction under Illinois Supreme Court Rule 315. The Appellate Court issued its decision affirming the dismissal of Plaintiff's Complaint on March 5, 2021. Plaintiff timely submitted a Petition for Leave to Appeal from the Appellate Court on April 9, 2021, which was returned on April 12, 2021 for formatting reasons. On April 12, 2021, Plaintiff submitted a Motion for Leave to File Petition for Leave to Appeal *Instantly*, which the Court allowed on April 20, 2019. On September 29, 2021, the Court allowed the Petition for Leave to Appeal.

**CONSTITUTIONAL PROVISIONS AND STATUTES INVOLVED****Illinois Constitution, Article I****SECTION 2. DUE PROCESS AND EQUAL PROTECTION**

No person shall be deprived of life, liberty or property without due process of law nor be denied the equal protection of the laws.

**Local Governmental and Governmental Employees Tort Immunity Act****745 ILCS 10/1 *et seq.*****Part 1. Immunity of Local Public Entities**

Sec. 2-109. A local public entity is not liable for an injury resulting from an act or omission of its employee where the employee is not liable.

**Part 2. Immunity of Public Employees**

Sec. 2-201. Except as otherwise provided by Statute, a public employee serving in a position involving the determination of policy or the exercise of discretion is not liable for an injury resulting from his act or omission in determining policy when acting in the exercise of such discretion even though abused.

## STATEMENT OF FACTS

### I. Factual Background

#### A. The Property

Brian Strauss and his family owned and managed the property at 1572 North Milwaukee Avenue in Chicago for nearly 40 years. (A3 at ¶¶ 3, 9-11.) Strauss assumed the responsibility of President of 1572 North Milwaukee Avenue Building Corporation after the family incorporated the property. (*Id.* at ¶¶ 11-12.) The property sits at the intersection of Milwaukee, North, and Damen Avenues and includes a four-story building with valuable commercial space and apartments on the upper floors. (*Id.* at ¶ 13, A5 at ¶ 27.) The building shares a wall with another mixed-use property and abuts the Chicago Transit Authority Blue Line. (A9 at ¶ 51, A34.) For more than forty years since 1974, the property held a B3-2 zoning designation, allowing the owner to lease to a wide variety of commercial tenants, including restaurants, taverns, hotels, and entertainment venues with capacity of up to 999 persons. (*Id.* at ¶ 15-16, A84.) Each of the other properties along the Milwaukee-North-Damen corridor also share a zoning of B3-2 or higher. (A4 at ¶ 17.) By the time of the present dispute, the property appreciated to an estimated market value of approximately \$10 million and its commercial space commanded a monthly rent of \$35,000, conservatively speaking. (A3 at ¶ 14, A8 at ¶ 47.)

#### B. Alderman Moreno Warns Strauss Not To Evict Double Door

Plaintiff leased the property to a rock club known as the Double Door. (A4 at ¶ 18, A84.) Double Door owners Sean Mulroney and Joseph Shanahan were allies of the local 1st Ward Alderman, Proco Joe Moreno. (A2 at ¶ 5, A4 at ¶ 20.) Alderman Moreno served on the City Council of Chicago Committee on Zoning, Landmarks, and Building Standards.

(A2 at ¶ 6.) Alderman Moreno enjoyed the powers of “aldermanic privilege,” a longstanding practice whereby the Zoning Committee and the City Council will generally support any zoning measure proposed by the local alderman. (A13-14 at ¶¶ 81-85.) In this position, Alderman Moreno issued a warning to Strauss in 2012 that Strauss would not be allowed to lease the property to any business other than Double Door. (A4 at ¶ 21.)

**C. After Strauss Moves to Evict Double Door, Moreno Introduces The B1-1 Downzoning Amendment To Ban Restaurants, Entertainment Venues, And New Residential Tenants At The Property**

Although Strauss developed certain concerns about the way Double Door operated its business, which included overserving customers, drug use, property damage, and excessive noise, it was unnecessary to challenge Alderman Moreno’s directive until 2015 when Double Door stopped paying its percentage rent and failed to renew its lease. (A4 at ¶¶ 18-19.) Because Double Door stopped paying its percentage rent and did not renew its lease, Strauss commenced a forcible entry and detainer lawsuit in Cook County Circuit Court in late 2015. (*Id.* at ¶ 19.)

On April 13, 2016, just before the scheduled trial date in the eviction action, Alderman Moreno introduced an amendment to downzone the property from B3-2 to B1-1. (A4-5 at ¶¶ 22-23, 26, 30.) The B1-1 proposal would mean a dramatic decrease in the value of the property. (*Id.* at ¶ 28.) The B1-1 proposal prohibited leases with over 30 types of businesses, including restaurants, hotels, and entertainment venues, and with new residential tenants on the upper floors. (A5 at ¶ 27.)

No members of the community asked for this zoning change. (A5 at ¶ 29.) Nor would it benefit the Milwaukee-North-Damen corridor to ban dining, entertainment, and new residential tenants. (A6 at ¶ 32.) Not even the City’s own Department of Planning and Development or the City’s Department of Law could endorse the B1-1 proposal. (A11 at ¶

64, A76:4-7.) As Mulroney told Strauss, the purpose of the downzoning amendment was to protect Double Door and prevent Strauss from finding new tenants. (A5 at ¶ 25.) The Zoning Committee allowed Moreno's B1-1 proposal to remain in committee, available for vote at any time. (A6 at ¶ 35.)

**D. Alderman Moreno Threatens Strauss That The Property Will Be Downzoned Unless The Eviction Suit Is Dropped**

With the threat of the B1-1 proposal looming over the property, Alderman Moreno continued to pressure Strauss to drop the eviction suit. Alderman Moreno called Strauss into his aldermanic office on July 19, 2016, specifically to discuss Double Door. (A6 at ¶ 36.) Alderman Moreno again told Strauss that he would not be allowed to lease the property to any business other than Double Door. (*Id.*)

When Strauss proceeded to evict Double Door on February 6, 2017, Alderman Moreno called another meeting at City Hall. (*Id.* at ¶¶ 37-39.) Plaintiff walked into the meeting to find Double Door's owners with Alderman Moreno, Alderman Moreno's staff, Planning and Development Commissioner David Reifman, Zoning Committee Chairman Daniel Solis, City Zoning Administrator Patricia Scudiero, and a Mayor Emanuel staff member. (*Id.* at ¶ 39.) Commissioner Reifman began the meeting by claiming that he did not want to discuss Moreno's B1-1 downzoning proposal. (A7 at ¶ 41.) He then attempted to convince Strauss to sell the property to Double Door for a price several million dollars below fair market value. (*Id.*)

Commissioner Reifman next asked Strauss to agree to a new month to month lease to keep Double Door at the property. (*Id.*) No deal was reached. (*Id.*) Alderman Moreno then told Strauss that, if Strauss did not allow Double Door back into his building, Moreno would make the zoning process very lengthy and expensive for Strauss. (*Id.* at ¶ 42.)

Alderman Moreno told Strauss that Moreno decides what kind of tenant occupies the building and that the building could be vacant for two to five years. (*Id.*) Alderman Moreno concluded by telling Strauss that downzoning could be avoided if Strauss agreed to let Double Door stay – at a significantly below-market rent. (*Id.*)

Two weeks later, on February 25, 2017, Alderman Moreno confronted Strauss inside the basement of the property and on the sidewalk outside the property. (A8 at ¶ 44.) Video and audio captured Moreno repeatedly threatening Strauss, including making the following threats:

- Right, and part of life also that you're not gonna have a tenant in here for three years;
- I'm gonna have inspectors in here on a daily basis, you watch;
- You can come back to me on your knees, which is gonna happen;
- Ok, so when you're at, by the way, when the leases are up up there, since of the downzoning, you can't sign new leases for your tenants. So whenever those leases are up and those guys want to leave and you want to sign a new lease with a tenant you're not gonna be able to. I'm being up front with you. I'm being honest with you. It's gonna be an empty building with no income for you or your family.

(*Id.*)

**E. Alderman Moreno Interferes With Prospective Purchasers And Introduces The RS-3 Downzoning Amendment To Convert The Property To Single-Unit Detached Houses**

Because of Alderman Moreno's downzoning proposal, the property's commercial space remained vacant and Plaintiff lost approximately \$35,000 every month in rental income. (A8 at ¶ 47.) Commercial tenants who signed letters of intent backed out of signing lease agreements. (*Id.*) Plaintiff could not stop the mounting financial impact, because Alderman Moreno went out of his way to prevent Plaintiff from selling the property. (*Id.*)



at ¶ 46, A11 at ¶ 63.) In particular, Alderman Moreno met with a buyer who entered into a written agreement to purchase the property for \$9.6 million on May 10, 2017 and subsequently another buyer who entered in a written agreement to purchase the property for \$9.1 million in July 21, 2017. (*Id.*) After meeting with Alderman Moreno, each buyer terminated its purchase agreement with Plaintiff. (*Id.*)

Two days before the first buyer terminated its agreement, on June 6, 2017, Moreno introduced a second, even more draconian proposal to downzone the property, this time to RS-3. (A9 at ¶¶ 48-49.) The RS-3 zoning proposal barred Plaintiff from using the property for anything other than single-unit detached houses on individual lots. (*Id.* at ¶ 49.) A large mixed-use building, the property was obviously not a single-unit detached residence. (*Id.* at ¶¶ 50-51.) The building, in fact, shares a common wall with another mixed-use building. (*Id.* at ¶ 51.) RS-3 zoning is completely out of harmony with the community. (*Id.* at ¶ 53.) Commercial zoning stretched for at least a half-mile out from the property. (*Id.* at ¶ 52.) Once again, not even the City's Department of Planning and Development or Department of Law endorsed Moreno's proposal. (A11 at ¶ 64, A76:4-7.) The Zoning Committee, however, allowed Alderman Moreno's proposal to remain in committee, ready for a vote at any time. (A10 at ¶ 60.)

**F. After Plaintiff Files A Federal Suit, Alderman Moreno And The City Propose A Third Downzoning Amendment Barring Over 30 Categories Of Businesses From The Property**

On July 20, 2017, Strauss filed suit against Moreno and the City in the United States District Court for the Northern District of Illinois. (*Id.* at ¶ 61.) The next day, the Zoning Committee met and opted not to place Alderman Moreno's zoning amendment on the agenda. (*Id.* at ¶ 62.) The City's Law and Planning Departments met with Moreno to work

on a third amendment that would, as Moreno later put it, “F\*\*\* with them” and “make[] their lawsuit weaker.” (*Id.* at ¶¶66-67, 79; A76:4-16.)

The result was a third downzoning amendment, which Alderman Moreno introduced in late August 2017. (A11 at ¶ 67.) The amendment downzoned the property to a B2-2 designation. (*Id.*; A12 at ¶¶ 73-74.) Like the first B1-1 proposal, the B2-2 amendment banned over 30 categories of business and dramatically decreased the value of the property. (A12 at ¶¶ 69-70.) This amendment was out of harmony with the surrounding community. (*Id.* at ¶ 76.) None of the surrounding properties were rezoned to B2-2. (*Id.* at ¶¶ 73, 76.) The City only uses the B2-2 designation in areas that have a low demand for commercial real estate. (*Id.* at ¶ 68.)

#### **G. The Zoning Committee Meeting**

The Zoning Committee called the B2-2 amendment for a vote on September 11, 2017. (A13 at ¶ 79.) Prior to the vote, Alderman Moreno discussed the amendment with his Chief of Staff in City Council Chambers while a reporter was recording nearby. (*Id.* at ¶¶ 79-80.) Alderman Moreno was recorded telling his Chief of Staff – while standing in City Council Chambers – that the purpose of the B2-2 amendment was to “F\*\*\* with them, it makes their lawsuit weaker.” (*Id.* at ¶ 79.)

As the Zoning Committee meeting began, Chairman Solis opened up the “deferred agenda” by mistakenly referring to Alderman Moreno’s original B1-1 proposal. (A60:4-10.) Zoning Administrator Scudiero, who appeared at the meeting, interjected to remind Chairman Solis there was a new amendment. (*Id.* at 14-22.) The Committee then listened as Strauss, his brother, and his counsel explained the purpose of Alderman Moreno’s amendment on the record. (A61:9-70:6.) When Chairman Solis turned the floor over to

Alderman Moreno, Moreno used the opportunity to insult Strauss' counsel and allude to his aldermanic privilege:

Thank you. I don't know who Mr. Moreno is, but I would like to meet him if you guys want to let me know who that is.

Secondly, there are so many things incorrect and unfactual in the statements. And I would -- I would echo the Commissioner Reifman's comments that you should find competent counsel when it comes to these matters.

Lastly, Chairman, I ask do -- I humbly ask the committee for support. Planning supports and the law department both support this as a planning tool. And I know many other aldermen, including yourself, have done this in other circumstances to get the best for our community and the best for the owner of the building. So this is not something that it's outside the purview of this committee, nor the local alderman, which is me in this case. And, again, the planning department and the law department support it. And when they reviewed this so-called lawsuit and we had private counsel review it as well, they said it was the most incompetent, frivolous lawsuit they had ever seen. So with that I ask -- humbly ask do pass. Thank you...

(A74:13-75:10.)

City Zoning Administrator Patricia Scudiero followed Alderman Moreno by offering the following remarks:

Thank you, Mr. Chairman. When the matter was initially introduced, the department instructed that the matter was not recommend.

Since that time, the alderman has worked with the law department and the department of planning and development to amend the application to a B2-2. The B2-2 has a floor area ratio that is identical to the current zoning of the property of a B3-2, which is no loss of floor area. Therefore development of that with floor area -- in terms of floor area ratio is identical, and for that reason the department supports the application.

(A76:4-16.) Zoning Administrator Scudiero did not identify any benefit to the community from the downzoning amendment. (*Id.*) The only justification offered for the amendment was that it was not as harsh as the prior amendments in terms of the floor area ratio of the property -- a property Alderman Moreno previously attempted to downzone into single-unit detached houses. (*Id.*; A9 at ¶ 49.)

## **H. The City Council Passes The B2-2 Downzoning Amendment, And Plaintiff Sells The Property At A Reduced Price**

The B2-2 downzoning amendment passed the Zoning Committee and subsequently the City Council on October 11, 2017. (A13 at ¶ 81, A14 at ¶ 87.) Meanwhile, Plaintiff's financial losses continued to mount. The same buyer who offered \$9.1 million lowered its offer to \$6.5 million after the B2-2 amendment passed the Zoning Committee. (A14 at ¶ 86.) Plaintiff could not find a commercial tenant to lease the downzoned property, continuing to lose approximately \$35,000 every month the commercial space remained vacant. (A8 at ¶ 47.) Facing the pressure of a large commercial property that was not generating income, Plaintiff eventually managed to sell the property in June 2018 at a reduced price – nearly \$1 million less than what the property was worth before downzoning. (A15 at ¶ 94.)

## **II. Procedural History**

Plaintiff's Complaint in the Circuit Court asserted counts under the Illinois Constitution for substantive and procedural due process, equal protection, just compensation, impairment of contracts, and free speech retaliation, as well as under common law for tortious interference with contracts, tortious interference with prospective economic advantage, and intentional infliction of emotional distress. (A16-27.) On August 30, 2019, the Honorable David B. Atkins dismissed Plaintiff's Complaint with prejudice. (A106-109.) Judge Atkins dismissed Plaintiff's constitutional counts under Section 2-615 of the Code of Civil Procedure and common law counts under Section 2-619 of the Code of Civil Procedure. (A107-108.) Of particular note, Judge Atkins ruled that Plaintiff failed to state a claim for substantive due process or equal protection, because the Complaint's allegations of high noise levels, illicit drug use and alcohol abuse, and property damage

demonstrated a rational basis for the downzoning ordinance. (*Id.*) Judge Atkins further ruled that the enactment immunity in Section 2-103 and discretionary policymaking immunity in Sections 2-109 and 2-201 of the Tort Immunity Act barred Plaintiff's counts for tortious interference and intentional infliction of emotional distress. (A108-109.)

Plaintiff filed a timely notice of appeal on September 26, 2019. (A110-112.) In a decision issued March 5, 2021, the Appellate Court affirmed the Circuit Court's dismissal of Plaintiff's Complaint. (A79-105.) The Appellate Court determined that Plaintiff did not state a claim under Section 2-615 of the Code of Civil Procedure for substantive due process or equal protection, agreeing that the high noise levels, illicit drug use and alcohol abuse, and property damage allegedly generated by Double Door constituted a rational basis for the downzoning ordinance. (A12-17.) The Appellate Court further determined that the City met its burden of establishing immunity from Plaintiff's counts for tortious interference and intentional infliction of emotional distress under the Tort Immunity Act. (A24-26.) While the Appellate Court recognized that the enactment immunity in Section 2-103 of the Act did not apply because Plaintiff's common law counts are not premised on the downzoning ordinance, the Appellate Court ruled that the discretionary policymaking immunity afforded to the City under Sections 2-109 and 2-201 of the Act barred these counts in their entirety. (*Id.*) Plaintiff now appeals from the dismissal of Plaintiff's counts for substantive due process, equal protection, tortious interference with contract, tortious interference with prospective economic advantage, and intentional infliction of emotional distress.

## ARGUMENT

### **I. The Court Should Reverse The Dismissal Of Plaintiff's Due Process And Equal Protection Counts, Because Plaintiff's Allegations Cast Sufficient Doubt On Whether The Downzoning Ordinance Rationally Related To The Public Welfare**

The Court should reverse the Section 2-615 dismissal of Plaintiff's due process and equal protection counts, because the Complaint adequately alleges the downzoning ordinance was not rationally related to the public welfare, but rather a punitive measure that had the sole purpose and effect of harming a single property owner to satisfy the vindictive interests of Alderman Moreno and Double Door. The Appellate Court deemed these allegations irrelevant, because it determined that the noise, drug and alcohol use, and property damage allegedly permitted by Double Door established a rational basis to downzone Plaintiff's property, even after Plaintiff evicted Double Door. In reaching this conclusion, however, the Appellate Court failed to adhere to the longstanding body of precedent in Illinois invalidating zoning measures like the one here that relate only to the interests of a few private individuals, and did not engage with the *LaSalle/Sinclair* factors that have guided rational basis review in Illinois for more than six decades. The Appellate Court failed to appreciate that, at this stage of the proceedings where all facts and inferences are liberally construed in the light most favorable to the Plaintiff, it cannot be conclusively decided that the downzoning ordinance rationally related to the City's proffered justification of noise, drugs and alcohol, and property damage. Rather, under a proper application of the Section 2-615 standard, the facts alleged demonstrate that the downzoning ordinance arbitrarily singled Plaintiff out for punishment without any rational connection to the public welfare in violation of Article I, Section 2 of the Illinois Constitution.

Review of an order dismissing a complaint under Section 2-615 of the Code of Civil Procedure is *de novo*. *Marshall v. Burger King Corp.*, 222 Ill. 2d 422, 429 (2006). To survive a Section 2-615 motion to dismiss, a plaintiff need only allege the ultimate facts supporting a cause of action and not the evidentiary facts tending to prove the ultimate facts. *Kilburg v. Mohiuddin*, 2013 IL App (1st) 113408, ¶ 35. In reviewing the legal sufficiency of a complaint under Section 2-615, a court construes the allegations liberally in the light most favorable to the plaintiff and accepts as true all well-pleaded facts and all reasonable inferences that may be drawn from those facts. *Young v. Bryco Arms.*, 213 Ill.2d 433, 441 (2004). Dismissal under Section 2-615 is not appropriate “unless it clearly appears that no set of facts can be proved that would entitle the plaintiff to recovery.” *Henderson Square Condominium Ass’n v. LAB Townhomes, LLC*, 2015 IL 118139, ¶ 61, citing *Marshall*, 222 Ill.2d at 429. When the plaintiff challenges the constitutionality of a zoning ordinance, the trial court is not to determine whether the plaintiff has met the burden of proving the ordinance unconstitutional, but rather “only whether [plaintiff] [has] alleged sufficient facts to allow the cause to proceed further.” *Whipple v. Village of North Utica*, 2017 IL App (3d) 150547, ¶ 22.

Article I, Section 2 protects against arbitrary or irrational government action by guaranteeing that no person shall be deprived of property without due process of law nor be denied the equal protection of the laws. Ill. Const., Art. I, § 2. A zoning ordinance violates due process when it is arbitrary, unreasonable, and does not bear a rational relationship to a legitimate public purpose. *Napleton v. Village of Hinsdale*, 229 Ill. 2d 296, 307, 319 (2008). An ordinance violates equal protection when it discriminates against a property owner without such a rational basis. *LaSalle Nat’l Bank v. City of Highland Park*,

344 Ill. App. 3d 259, 280 (2d Dist. 2003), citing *Village of Willowbrook v. Olech*, 528 U.S. 562, 564 (2000). When assessing whether an ordinance has a rational basis, a court should consider whether “the balance of hardships – the gain to the public in general against the detriment to the individual owner – overwhelmingly burdens the individual owner.” *Napleton*, 229 Ill. 2d at 318; see also *La Salle Nat’l Bank of Chicago v. County of Cook*, 12 Ill. 2d 40, 47-48 (1957) (“It is not the mere loss in value alone that is significant, but the fact that the public welfare does not require the restriction and resulting loss...The law does not require that the subject property be totally unsuitable for the purpose classified but it is sufficient that a substantial decrease in value results from a classification bearing no substantial relation to the public welfare.”).

The Court has established several key factors to consider in determining whether a zoning ordinance has a rational basis. These include: (1) existing uses and zoning nearby; (2) diminishment of property values; (3) the extent to which diminishing plaintiff’s property value promotes public welfare; (4) relative gain to the public compared to plaintiff’s hardship; (5) suitability for the zoned purpose; and (6) the length of time the property has been vacant as zoned considered in the context of land development in the vicinity. *Napleton*, 229 Ill. 2d at 317, quoting *La Salle Nat’l Bank*, 12 Ill. 2d at 46-47. Considerations also include: (1) harmony with a comprehensive zoning plan; and (2) community need for the ordinance. *Sinclair Pipe Line Co. v. Village of Richton Park*, 19 Ill. 2d 370, 378 (1960). While there is some dispute whether these factors should apply in the context of a facial as opposed to as-applied challenge, there is no difference between a facial and as-applied challenge here where the challenged ordinance affected one property and one property alone. *Paul v. Cty. of Ogle*, 2018 IL App (2d) 170696, ¶¶ 26-32. The



*LaSalle/Sinclair* factors apply with equal force whether Plaintiff's claim is characterized as a facial or as-applied challenge, because the downzoning ordinance only affected Plaintiff's property. *Id.*

Even before *LaSalle* and *Sinclair*, the Court's precedent made clear that a zoning measure is invalid when it relates to a private rather than public interest. *See, e.g., Cosmopolitan Nat'l Bank of Chicago v. City of Chicago*, 27 Ill. 2d 578, 585 (1963) ("We have consistently held, however, that the power to zone or rezone cannot be exercised to satisfy the individual desires of a few."); *Trust Co. of Chicago v. City of Chicago*, 408 Ill. 91 (1951) (rezoning of plaintiff's apartment property to single family residential was not rationally related to public welfare, because it served only to confer special benefits on plaintiff's neighbors); *Kennedy v. City of Evanston*, 348 Ill. 426, 433 (1932) (zoning power "cannot be exercised merely because certain individuals want it done or think it ought to be done. The change must be necessary for the public good").

More recently, in *Southwest Illinois Development Authority v. National City Environmental, L.L.C.*, the Court reiterated that "using the power of government for purely private purposes to allow [a private party] to avoid the open real estate market...is a misuse of the power entrusted by the public." 199 Ill. 2d 225, 241 (2002). At issue in *National City Environmental* was whether the state development authority's proposed transfer of the plaintiff's land to an adjacent racetrack satisfied the "public use" requirement of Article I, Section 15 of the Illinois Constitution. *Id.* at 235-36. When the plaintiff refused to sell its land to the racetrack, the racetrack successfully applied to the state development authority to take the property through eminent domain and transfer it to the racetrack for development. *Id.* at 229-230. The Court framed the issue before it as whether the taking

“achieve[d] a legitimate public use pursuant to the constitutionally exercised police power of the government,” and noted the difficulty in delineating “the boundary between what constitutes a legitimate public purpose and a private benefit with no sufficient, legitimate public purpose to support it.” *Id.* at 235, 236. Despite the many benefits of the proposed development argued by the state authority, however, the Court found that the proposed taking failed to serve a legitimate public purpose, because it “bestow[ed] a purely private benefit.” *Id.* at 240, citing *Limits Industrial R.R. Co. v. Am. Spiral Pipe Works*, 321 Ill. 101 (1926); see also *Kelo v. City of New London, Conn.*, 545 U.S. 469, 477 (2005) (“the City would no doubt be forbidden from taking petitioners’ land for the purpose of conferring a private benefit on a particular private party”).

To similar effect are equal protection decisions recognizing that the state does not act with a rational basis when it arbitrarily singles out a property owner for discriminatory treatment. In *Olech*, for example, the United States Supreme Court determined that the plaintiffs stated a claim against the Village of Willowbrook for demanding a larger easement for their water connection than the easement the Village demanded of their neighbors. 528 U.S. at 563-65. The *Olech* court held that the plaintiffs adequately alleged the Village’s actions to be “irrational and wholly arbitrary” where the plaintiffs alleged that the Village demanded the more restrictive easement only after the plaintiffs filed a lawsuit against the Village. *Id.* at 565. Likewise, in *Safanda v. Zoning Board of Appeals of City of Geneva*, the Appellate Court ruled that the plaintiff’s equal protection and due process claims were sufficient under Section 2-615 where she alleged the defendant configured her property differently than her neighbors and the disparate configuration was not necessary for public welfare. 203 Ill. App. 3d 687, 695-96 (2d Dist. 1990). The Appellate Court

found that “[t]aking plaintiff’s allegations as true, plaintiff’s property was the only parcel from [her] plat, among several parcels having the same dimensions, to have its dimensions reversed” and that “[u]nder these alleged facts, plaintiff has been treated differently than other owners.” *Id.* at 696.

The Appellate Court’s decision in this matter is not only in conflict with the foregoing body of precedent, but also with its own opinion in *Drury v. Village of Barrington Hills*, which reversed the Section 2-615 dismissal of a complaint that alleged a zoning ordinance only benefitted one man with friends on the Village Board. 2018 IL App (1st) 173042, ¶¶ 72-114. In *Drury*, the plaintiff alleged that, after he filed a lawsuit asserting that his neighbor Benjamin LeCompte’s commercial horse boarding operation violated the Village code, LeCompte turned to members of the Village Board for a “legislative remedy” for his legal issues. *Id.* at ¶¶ 2-5, 12-41. The plaintiff alleged that LeCompte responded to the plaintiff’s lawsuit by making campaign contributions to certain members of the Village Board, which then passed a zoning amendment authorizing LeCompte’s horse boarding operation. *Id.* at ¶¶ 20, 39. After surveying this Court’s precedent, the Appellate Court reiterated that a zoning ordinance does not rationally relate to the public welfare where it “single[s] out a particular individual for favor or disfavor.” *Id.* at ¶ 96. In finding the plaintiff’s allegations sufficient to state a claim, the Appellate Court found it particularly noteworthy that the zoning amendment was passed only after LeCompte’s “legal prospects in court were dimming” and LeCompte “sought a legislative solution.” *Id.* at ¶ 97. As the court reasoned, the timing tended to show that the Village acted in furtherance of “LeCompte’s particular interests, not the public’s at large.” *Id.*

The Appellate Court’s contrary opinion in this matter rested on the notion that “the court may hypothesize reasons for legislation, even if the reasoning advanced did not motivate the legislative action.” (A93.) The Appellate Court determined that Alderman Moreno’s conduct leading up to the downzoning ordinance could be set aside, because “Alderman Moreno’s agenda was not the only justification” and another justification (noise, drugs and alcohol, and property damage) could be hypothesized (*Id.*) This same justification, however, could be asserted almost any time a municipality downzones a property open to the public. The Appellate Court should not have ended its inquiry at this point without considering the facts and reasonable inferences that cast doubt on whether the downzoning ordinance was rationally related to the noise, drugs and alcohol, and property damage justification. And certainly, the allegations that Alderman Moreno advanced the downzoning ordinance to punish Plaintiff for evicting Double Door tend to show that the ordinance was not rationally related to this justification, especially at the pleading stage where they must be construed in the light most favorable to Plaintiff. *S.W. Ill. Dev. Auth.*, 199 Ill. 2d at 241; *Cosmopolitan Nat’l Bank*, 27 Ill. 2d at 585; *Drury*, 2018 IL App (1st) 173042, ¶¶ 96-97.

The Appellate Court likewise should have considered how the *LaSalle/Sinclair* factors bear on the alleged rational basis for the downzoning ordinance, particularly here where they all indicate that the ordinance was an arbitrary attempt to single Plaintiff out for punishment rather than a reasonable means of promoting the public welfare. The downzoning ordinance was not consistent with the community or the zoning of nearby property, which was zoned B3 or higher. (A3 at ¶¶ 15-16, A4 at ¶ 17.) The City maintained B3-2 zoning of Plaintiff’s property for over *forty years*, and only moved to downzone the

property after Plaintiff took Double Door to eviction court. (A3 at ¶¶ 15-16, A4 at ¶¶ 17-22.) That Alderman Moreno and other high-ranking City officials attempted to convince Plaintiff to allow Double Door to stay at the property suggests that Double Door's issues with noise, drugs and alcohol, and property damage were not actually a concern for the community. (A6-7 at ¶¶ 39-42.) After the passage of the downzoning ordinance, Plaintiff's commercial space remained vacant. (A15 at ¶ 93.) The downzoning ordinance prevented Plaintiff from signing new tenants and diminished the property's value nearly \$1 million. (A3 at ¶ 14, A15 at ¶ 94.) There is no evidence of the extent of the relative gain to the public compared to the substantial hardship the downzoning ordinance placed upon Plaintiff. Indeed, there is no evidence of any noise, drug and alcohol, or property damage complaints after Plaintiff evicted Double Door. The downzoning ordinance was not part of a comprehensive zoning plan. Its function was to punish Plaintiff, and Plaintiff alone, because Double Door could not win on the merits in eviction court.

The Appellate Court further erred in finding that the nuisance justification also adequately explained why the City singled Plaintiff's property out for downzoning without changing the zoning designation of any of the surrounding properties. As the Appellate Court determined, "[i]t is conceivable that defendant enacted the B2-2 zoning ordinance to prevent those problems from happening again in the same location." (A094-95.) But Plaintiff's allegations call this explanation into doubt. Selectively downzoning Plaintiff's property to avoid concerns about noise, drugs and alcohol, and property damage does not appear to make sense when the City's zoning of the surrounding property would allow the same type of nuisance to continue next door. At the very least, the facts and reasonable inferences from Plaintiff's Complaint do not foreclose the possibility that Plaintiff may

succeed on the merits and raise sufficient doubts regarding the rational basis for the downzoning ordinance to allow this case to proceed further. *Henderson Square*, 2015 IL 118139, ¶ 61; *Whipple*, 2017 IL App (3d) 150547, ¶ 22. The dismissal of Plaintiff's substantive due process and equal protection counts should be reversed.

**II. The Court Should Reverse The Dismissal Of Plaintiff's Tortious Interference And Intentional Infliction of Emotional Distress Counts, Because The Discretionary Policymaking Immunity In Section 2-201 Of The Tort Immunity Act Does Not Apply To Alderman Moreno's Ordinary Tortious Conduct**

The Court should reverse the Section 2-619 dismissal of Plaintiff's counts for tortious interference and intentional infliction of emotional distress, because the Appellate Court erred in finding these allegations subject to discretionary policymaking immunity under Section 2-201 of the Tort Immunity Act without any showing from the City that this immunity applies. Based solely on the face of the Complaint, the Appellate Court found that Alderman Moreno made a series of immunized policy choices – “he wanted a certain tenant in a specific location in his ward,” “[h]e further decided that mounting a pressure campaign would best serve those interests,” and he “chose particular tactics for achieving his desired goal, which including confronting plaintiff, meeting with prospective buyers, and introducing zoning proposals.” (A25.) In finding immunity for these alleged policy choices, the Appellate Court relied heavily on the fact that Section 2-201 applies even when a public official abuses his or her discretion. (*Id.*) While the Appellate Court was correct that Section 2-201 applies when a public employee abuses his or her discretion, it failed to appreciate that Section 2-201 requires a showing that the employee “engaged in *both* the determination of policy *and* the exercise of discretion when performing the act or omission from which the plaintiff's injury resulted.” *Andrews v. Metropolitan Water Recl. Dist. of Greater Chicago*, 2019 IL 124283, ¶ 27 (emphasis in original). The Appellate Court not

only adopted an overly expansive interpretation of when a public employee determines policy, but also failed to address that Alderman Moreno's tortious actions do not represent an exercise of the lawful discretion afforded to a City of Chicago Alderman. The Appellate Court's decision should not be allowed to stand, for it incorrectly implies that an alderman has legal discretion to tortiously interfere with private contractual relationships and inflict emotional distress as part of a "pressure campaign" against anyone who opposes his or her political allies.

As with an order of dismissal under Section 2-615, dismissal under Section 2-619 of the Code of Civil Procedure is reviewed *de novo*. *Pearson as Tr. of Cameron R. Pearson Tr. Dated 7/1/97 v. Pearson*, 2020 IL App (1st) 190717, ¶ 20. "A proper section 2-619 motion is a 'yes but' motion that admits both that [the] complaint's allegations are true and that the complaint states a cause of action, but argues that some other defense exists that defeats the claim nevertheless." *Doe v. Univ. of Chicago Med. Cen.*, 2015 IL App (1st) 133735, ¶ 40. The burden is on the movant to set forth the affirmative matter through evidentiary materials or facts apparent on the face of the complaint. *Id.* at ¶ 37. Tort immunity is an affirmative matter that a municipality has the burden of establishing under Section 2-619. *Van Meter v. Darien Park Dist.*, 207 Ill. 2d 359, 367 (2003). Only when the defendant meets this burden is the plaintiff's right to recovery is barred. *Id.* at 370. Like a Section 2-615 motion, a Section 2-619 motion requires a court to accept as true all well-pleaded facts and reasonable inferences that may be drawn from those facts, and to entertain dismissal only where it is clearly apparent that the plaintiff cannot prove any set of facts that would entitle the plaintiff to relief. *Doe*, 2015 IL App (1st) 133735, ¶ 35.

Together with Section 2-109, Section 2-201 provides a public entity immunity for the conduct of “a public employee serving in a position involving the determination of policy or the exercise of discretion” when the injury results from the public employee’s “act or omission in determining policy when acting in the exercise of such discretion even though abused.” 745 ILCS 10/2-109, 201. Given the potential breadth of Section 2-201, a court must be “especially careful” in its application. *Tzakis v. Berger Excavating Contractors, Inc.*, 2019 IL App (1st) 170859, ¶ 95, *aff’d in part, rev’d in part* by 2020 IL 125017. As this Court has cautioned, “[i]t would be difficult to conceive of any official act that did not admit of some discretion in the manner of its performance, even if it involved only the driving of a nail.” *Snyder v. Curran Tp.*, 167 Ill. 2d 466, 474 (1995), *citing* W. Prosser, Torts § 132, at 988-90 (4th ed. 1971).

To establish immunity under Section 2-201, a municipal defendant must show that “the employee engaged in *both* the determination of policy *and* the exercise of discretion when performing the act or omission from which the plaintiff’s injury resulted.” *Andrews*, 2019 IL 124283, ¶ 27 (emphasis in original). “Policy determinations are defined as decisions requiring the public entity or employee to balance competing interests and make a judgment call as to what solutions will best serve each of those interests,” which “may include safety, convenience, and cost.” *Id.* at ¶ 28. An exercise of discretion is an action “unique to a particular office” in which the public employee is permitted to use “personal deliberation and judgment in deciding whether to perform a particular act, or how and in what manner that act should be performed.” *Id.* An exercise of discretion does not include an act that falls outside statutory or regulatory constraints on conduct. *Snyder*, 167 Ill. 2d at 474. Whether an action is subject to immunity under Section 2-201 should be determined



“on a case-by-case basis depending on the particular facts and circumstances.” *Andrews*, 2019 IL 124283, ¶ 28.

Illinois courts apply Section 2-201 where a public employee exercises the unique powers of his or her office to affect a policy, but do not stretch its immunity so far as to cover a public employee’s every tortious action. In *Village of Bloomingdale v. CDG Enterprises*, the Court applied Section 2-201 immunity (as well as Section 2-104 and 2-106 immunity) to a core exercise of official policymaking – the Village’s denial of CDG’s rezoning petition. 196 Ill.2d 484, 497 (2001). While the Court refused to recognize an exception to Section 2-201 for “corrupt or malicious motives,” the Court did not suggest that Section 2-201 applies to every corrupt or malicious action taken by a public official. *Id.* at 493-94. Rather, the Court applied Section 2-201 immunity, because the only basis for CDG’s claim against the Village was the Village’s denial of CDG’s zoning petition. *Id.* at 497. As the Court explained, “[t]hat the Village denied CDG’s petition is the reason this matter is before us.” *Id.*

Illinois courts decline to apply discretionary immunity where the public employee’s actions are not uniquely related to his or her official discretion. For example, in *Currie v. Lao*, the Court found that public official’s immunity did not apply to a State trooper’s decisions regarding when to execute turns that led to an accident. 148 Ill.2d 151, 167 (1992). The Court determined that public official’s immunity did not apply, because “[t]hese same choices are made by all drivers of motor vehicles” and “[t]his was not an activity that is uniquely related to Lao’s official duties as a State trooper.” *Id.* Following *Currie*, the Appellate Court in *Stratman v. Brent* reasoned that Section 2-201 did not apply to a police chief’s alleged defamatory statements to a third-party prospective employer,

because speaking to prospective employers was not a power exclusive to the police chief's office. 291 Ill. App. 3d 123, 131 (2d Dist. 1997). "To the contrary," the Appellate Court opined, "decisions regarding what to tell prospective employers are made by all past employers." *Id.*, citing *Currie*, 148 Ill.2d at 167; see also *Clarage v. Kuzma*, 342 Ill. App. 3d 573, 587 (3d Dist. 2003) (Section 2-201 did not apply to tortious interference and defamation claim against township board member who allegedly published a defamatory letter, because the board member did not show that he published the letter pursuant to an official policy).

Federal courts applying Illinois law have likewise determined that, even where some conduct may fall within Section 2-201 immunity, Section 2-201 does not encompass independent tortious actions simply because they are related to the immunized conduct. In *ATC Healthcare Svcs., Inc. v. RCM Techs., Inc.*, the federal district court found that while Section 2-201 would apply to the Chicago Board of Education's vote to terminate its contract with the plaintiff healthcare staffing agency, it did not apply to the allegations of tortious interference with the plaintiff's employment contracts. 282 F. Supp. 3d 1043, 1054 (N.D. Ill. Sept. 30 2017). The district court found that the allegations of tortious interference were "independent of the policy decision to terminate the contract with [plaintiff]." *Id.*; see also *Breuder v. Bd. of Trustees of Cmty. Coll. Dist. No. 501, DuPage Cty., Illinois*, 238 F. Supp. 3d 1054, 1064-66 (N.D. Ill. Mar. 3 2017), *aff'd in part, appeal dismissed in part by* 888 F.3d 266 (7th Cir. 2018) (Section 2-201 applied to board of trustees' vote to terminate plaintiff and alleged defamatory statements at board meetings, but did not necessarily provide immunity for alleged defamatory statements to the media); *Mucha v. Vill. of Oak Brook*, No. 07 C 5350, 2008 WL 4686156, at \*9-11 (N.D. Ill. May

29, 2008) (applying Section 2-201 to police chief's alleged defamatory statements to members of police department, but declining to apply Section 2-201 to alleged defamatory statements to the media).

Here, the Appellate Court erred in determining that Section 2-201 applied to all of Plaintiff's allegations based on the face of the Complaint without any supporting affidavit or other evidentiary material. Plaintiff's allegations do not necessarily establish that Alderman Moreno was determining policy and exercising his discretion in the private meetings he arranged with third party prospective purchasers of Plaintiff's property or when he levied a series of threats against Mr. Strauss at the property. While the Appellate Court described these actions as policy choices, immunity cannot attach unless they also represent an exercise of discretion unique to the office of a City of Chicago Alderman. The Appellate Court failed to recognize that the City has not made any showing that Alderman Moreno's "pressure campaign" was part of his official discretion as an alderman. The City has not shown that the office of Alderman carries with it the legal discretion to prohibit a property owner from leasing its property to all but one particular tenant. Although the Appellate Court found that Alderman Moreno "wanted a certain tenant in a specific location in his ward," this is not sufficient to confer immunity where the City has not shown that Alderman Moreno had any official discretion to require Plaintiff to lease its property to that tenant. Indeed, the notion that a local alderman has the lawful authority to force one private party to lease its property to another is one the Appellate Court should not have countenanced.

Likewise, while the Appellate Court found that Alderman Moreno "chose particular tactics for achieving his desired goal," it failed to realize the absence of any evidence that

Alderman Moreno had the legal discretion to engage in such “tactics.” There is no evidence that Alderman Moreno had the legal authority to interfere with Plaintiff’s purchase contracts. The office of Alderman does not come with the formal power to either approve or destroy private contractual relationships between a private property owner and a third party. Nor does official aldermanic discretion include the ability to confront an individual on private property and inflict emotional distress. These types of tortious actions are not unique to the office of Alderman, but rather may be committed independently of an alderman’s official discretion and by many ordinary tortfeasors. Section 2-201 therefore does not apply to Plaintiff’s allegations of tortious interference and intentional infliction of emotion distress. *Currie*, 148 Ill.2d at 167; *Clarage*, 342 Ill. App. 3d at 587; *Stratman*, 291 Ill. App. 3d at 131.

Nor has the City made an adequate showing that Alderman Moreno’s tortious interference and infliction of emotional distress involved a determination of policy. While the downzoning ordinance may have reflected a determination of (arbitrary) policy, it does not follow that all of Alderman Moreno’s conduct also reflected a policy determination. Certainly, Section 2-201 may immunize some portion of a public employee’s conduct without applying to the entire gamut. *ATC Healthcare*, 282 F. Supp. 3d at 1054; *Breuder*, 238 F. Supp. 3d at 1064-66. Here, the City has not submitted evidence of the policy determinations that Alderman Moreno made. And it is hard to describe Alderman Moreno’s tortious interference with prospective purchasers of Plaintiff’s property or infliction of emotional distress as a policy choice. In these instances, Alderman Moreno did choose between the competing interests of Plaintiff and Double or make a judgment call about which solutions would best serve those interests. He acted to intentionally injure Plaintiff.

While Alderman Moreno's inward motives may not be sufficient to overcome Section 2-201 immunity, the intentional tortious character of his outward actions belie any claim of policymaking. *See, e.g., Valentino v. Vill. of S. Chi. Heights*, 575 F.3d 664, 679 (7th Cir. Jul. 30 2009) (municipal employee's "one-time decision to fire one employee...does not amount to a judgment call between competing interests"). The dismissal of Plaintiff's tortious interference and intentional infliction of emotional distress counts should be reversed, because the City has not carried its burden of demonstrating that the Tort Immunity Act applies to all of Plaintiff's allegations.

### **CONCLUSION**

The Court should reverse the dismissal of Plaintiff's Complaint and remand for further proceedings, because the Complaint states viable counts for due process and equal protection and the City has not met its burden of establishing that the Tort Immunity Act applies to Plaintiff's counts for tortious interference with contract, tortious interference with prospective economic advantage, and intentional infliction of emotional distress.

DATED: November 4, 2021

Respectfully Submitted,

BRIAN J. STRAUSS, *individually  
and d/b/a 1572 North Milwaukee  
Building Corporation*

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**CERTIFICATE OF COMPLIANCE**

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained in the Rule 341(d) cover, the Rule 341(h)(1) Table of Contents and Points and Authorities, the Rule 341(c) Certificate of Compliance, the Certificate of Service, and those matters to be appended to the brief under Rule 342(a), is 30 pages.

/s/ Marko Duric  
*Attorney for Plaintiff-Appellant*

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

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BRIAN J. STRAUSS, individually, and d/b/a/  
1572 NORTH MILWAUKEE AVENUE  
BUILDING CORPORATION, an Illinois  
corporation,

Plaintiff

v.

The CITY OF CHICAGO, a municipal  
corporation,

Defendant

Case No.: 2018 CH 00256

**Plaintiff Demands Trial by Jury**

**SECOND AMENDED COMPLAINT**

NOW COMES the Plaintiff, BRIAN J. STRAUSS, individually, and doing business as 1572 NORTH MILWAUKEE AVENUE BUILDING CORPORATION, by and through his attorney, JAMES P. MCKAY, JR., and amends the following complaint against the Defendant, the CITY OF CHICAGO as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this action pursuant to 65 ILCS 5/11-13-25, the Illinois Constitution and the laws of the State of Illinois, and it is being brought to challenge the downzoning of Plaintiff's property located at 1572 North Milwaukee Avenue, Chicago, Illinois, 60622.

2. Venue is proper pursuant to 735 ILCS 5/2-101 in that the CITY OF CHICAGO is located within Cook County, the parties reside and/or do business in Cook County, and all of the transactions and events alleged herein occurred in Cook County, Illinois.

### PARTIES

3. Plaintiff, Brian J. Strauss is a resident of Illinois (hereinafter referred to as “STRAUSS”). He is president of 1572 North Milwaukee Avenue Building Corporation which owned and operated the property located at 1572 North Milwaukee Avenue in Chicago, Illinois.

4. Defendant, City of Chicago (hereinafter referred to as “CITY”), is a municipal corporation, organized under the laws of the State of Illinois, with the power to zone and re-zone property within the limits of the city.

5. Proco Joe Moreno (hereinafter referred to as “MORENO”), is the Alderman for the 1<sup>st</sup> Ward of the City of Chicago, who at all times relevant, was an agent of the CITY, was acting under the color of law or was acting within the scope of his employment with the CITY.

6. The City of Chicago’s Committee on Zoning, Landmarks and Building Standards (hereinafter referred to as “ZONING COMMITTEE”) is a committee of the City Council of Chicago consisting of eighteen (18) Aldermen including its Chairman, Alderman Daniel Solis. At all times relevant, MORENO was a member of the ZONING COMMITTEE. At all times relevant, the ZONING COMMITTEE was acting as agents of the CITY, was acting under the color of law, and had the power to vote on proposed zoning ordinances and amendments, defer said amendments, hold them in committee or reject them outright.

7. For a multitude of reasons, including several violations of the Illinois Constitution committed by the CITY and its agents, STRAUSS asks this Court to declare the downzoning of STRAUSS' property by the CITY on October 11, 2017, to be wrongful and award STRAUSS money damages for the injuries and loss to himself and his property.

8. Plaintiff has complied with 65 ILCS 5/11-13-8 in that he has, within 30 days prior to filing the original Complaint, provided written notice to all owners of property within 250 feet

in each direction of his property located at 1572 North Milwaukee Avenue in Chicago, Illinois.  
(See Exhibit 1, Certificate of James P. McKay.)

### FACTS

9. The property located at 1572 North Milwaukee Avenue in Chicago, Illinois had been owned by the Strauss family for almost forty (40) years.

10. Plaintiff's father, Harry Strauss, started as a commercial tenant in the building in 1977 and bought the building a few years later.

11. The family ownership of the building was incorporated and Harry's son, Brian J. STRAUSS eventually became the President of the corporation.

12. STRAUSS has been a Chicago firefighter for the past 28 years, and his intention was to pass the building's ownership to his sons, just like his father passed ownership to him, or sell the building to support his parents, siblings and his children.

13. The property is a four-story building, consisting of nearly 20,000 square feet and containing eleven (11) apartments. It is in the heart of the Milwaukee-North-Damen corridor of Chicago, a vibrant and thriving business district.

14. Before this dispute arose, the estimated market value of STRAUSS' building was approximately 10 million dollars.

15. The property had been zoned as a B3-2 building since 1974.

16. B3-2 zoning allows for commercial property on the street level, such as shopping centers, large stores and retail storefronts, often along major streets such as the Milwaukee-North-Damen corridor. Apartments are permitted above the ground floor.

17. At all relevant times, all other buildings along the Milwaukee-North-Damen corridor have B3-2 or greater zoning. (*See Exhibit 2: Zoning and Land Use Map from cityofchicago.org.*)

18. Numerous problems arose with one of STRAUSS' commercial tenants, Double Door Liquors, (hereinafter referred to as "DOUBLE DOOR"), including constantly high noise levels that were problematic for residential tenants and commercial neighbors; illicit drug use and alcohol abuse by DOUBLE DOOR'S customers; and, damage done to the property by DOUBLE DOOR and its patrons. These problems, coupled with DOUBLE DOOR'S lease violations including the failure to pay percentage rent and to properly exercise the option to renew the lease caused the lease relationship to end.

19. In late 2015, STRAUSS initiated a forcible entry and detainer lawsuit against its commercial tenant, DOUBLE DOOR in the Circuit Court of Cook County in Case Number 2015 M1-722312. The reason was simple: the tenant had violated the lease by not exercising the option to renew the lease in a timely manner and a failure to pay percentage rent.

20. MORENO had a personal and financial relationship with the owners of DOUBLE DOOR, namely Sean Mulroney and Joseph Shanahan.

21. MORENO previously told STRAUSS in 2012 that only DOUBLE DOOR would be allowed in STRAUSS' building.

22. During the court case between STRAUSS and DOUBLE DOOR, MORENO introduced a downzoning amendment before the ZONING COMMITTEE on April 13, 2016, in application number A-8221. This downzoning amendment was proposed only for the property owned by STRAUSS.

23. This downzoning amendment was introduced by MORENO just before the trial between STRAUSS and DOUBLE DOOR began.

24. MORENO introduced this downzoning change to send a message to STRAUSS to keep DOUBLE DOOR as tenants in STRAUSS' building or suffer the consequences.

25. DOUBLE DOOR co-owner Sean Mulroney echoed that message when he stated in the summer of 2016 that MORENO introduced the downzoning amendment to protect DOUBLE DOOR by making the property less appealing to future renters.

26. MORENO'S proposed downzoning amendment called for the zoning classification for STRAUSS' property to be changed from B3-2 to B1-1.

27. This lower zoning classification of B1-1 allowed fewer options for the type of commercial or retail tenants that would be allowed to occupy the building. Over 30 types of businesses would be prohibited by the CITY if STRAUSS' building was downzoned to B1-1, including general restaurants, medium and large entertainment venues, and hotels or motels. In addition, the apartments that were occupied on the upper floors would no longer be able to take new leases.

28. The change in zoning classification meant a dramatic decrease in property value due to the major restrictions in the uses and types of businesses allowed to rent space in STRAUSS' building.

29. Prior to MORENO introducing the downzoning change, there was no public outcry or demand for a downzoning of STRAUSS' building.

30. The downzoning amendment proposed by MORENO, affected only STRAUSS' property and constituted illegal spot zoning.

31. The downzoning amendment proposed by MORENO singled out STRAUSS and treated the STRAUSS family differently from others in the neighborhood.

32. The downzoning amendment proposed by MORENO offered no benefit to the community.

33. The downzoning amendment proposed by MORENO was arbitrary and capricious.

34. The downzoning amendment proposed by MORENO was indicative of his discriminatory intent.

35. The ZONING COMMITTEE held MORENO'S downzoning proposal in committee on June 20, 2016, making it available to be called for a vote at any time in the future.

36. On or about July 19, 2016, STRAUSS met with MORENO at MORENO'S office. Present at the meeting were witnesses. During the meeting MORENO told STRAUSS again that only DOUBLE DOOR would be allowed in STRAUSS' building.

37. On August 15, 2016, STRAUSS won his trial against DOUBLE DOOR. The Cook County Circuit Court Judge ruled the lease was violated by the tenant and ordered MORENO'S friends at DOUBLE DOOR to vacate the premises by December 31, 2016. (*See Exhibit 3: 08/15/16 Order.*)

38. On February 6, 2017, DOUBLE DOOR was evicted from STRAUSS' building after they willfully violated the Court's order to vacate the premises by December 31<sup>st</sup>.

39. On February 8, 2017, David L. Reifman, the Commissioner of the Department of Planning and Development for the CITY held a private meeting at City Hall. Present at the meeting was STRAUSS, MORENO, the owners of DOUBLE DOOR, and various staff members for MORENO and Commissioner Reifman. Also present at this meeting was ZONING

COMMITTEE Chairman Daniel Solis, Alderman for the 25<sup>th</sup> Ward, the CITY'S Zoning Administrator Patricia A. Scudiero and the Mayor Rahm Emanuel's Assistant Claudia E. Chavez.

40. The meeting had been arranged through the Mayor's Office with Ms. Chavez' assistance.

41. At this meeting, Commissioner Reifman first advised the parties that he did not want to talk about the downzoning proposal that MORENO filed with the ZONING COMMITTEE in April. Instead, Commissioner Reifman tried to broker a sale of the building between STRAUSS and DOUBLE DOOR for a purchase price far less than what the building was worth, i.e., \$7,000,000.00. This unusual move by Commissioner Reifman was rejected by both parties. STRAUSS wasn't selling at such a low price, and DOUBLE DOOR wasn't buying because they had no available capital. Commissioner Reifman also tried to negotiate a new month to month lease between STRAUSS and DOUBLE DOOR. That effort failed too.

42. Despite Commissioner Reifman's admonishment, the downzoning proposal was discussed at this meeting during which MORENO warned STRAUSS that if DOUBLE DOOR wasn't allowed back into the building, MORENO would make the zoning process a very lengthy and expensive one. MORENO also warned STRAUSS that the building at 1572 North Milwaukee Avenue could be vacant for two to five years. Further, MORENO told STRAUSS that MORENO decides what kind of tenant goes into STRAUSS' building. Finally, MORENO concluded these subtle threats with an option: all of the above problems could be avoided if his friends at DOUBLE DOOR were allowed back into the building at a rent far less than what the market would bear.

43. During the entire meeting of February 8<sup>th</sup>, ZONING COMMITTEE Chairman Solis sat and listened, as did Zoning Administrator Scudiero and Mayoral Assistant Chavez.

44. The subtle threats by MORENO turned into direct threats on February 25, 2017. Inside the basement of STRAUSS' building, and then later on the sidewalk in front of 1572 North Milwaukee Avenue, MORENO confronted STRAUSS and made clear his intentions to use his aldermanic power to harm the STRAUSS family's business of owning their building. During the outside confrontation MORENO said, among other things, the following:

- a. "Right, and part of life also that you're not gonna have a tenant in here for three years;"
- b. "I'm gonna have inspectors in here on a daily basis, you watch;"
- c. "You can come back to me on your knees, which is gonna happen;"
- d. "Ok, so when you're at, by the way, when the leases are up up there, since of the downzoning, you can't sign new leases for your tenants. So whenever those leases are up and those guys want to leave and you want to sign a new lease with a tenant you're not gonna be able to. I'm being up front with you. I'm being honest with you. It's gonna be an empty building with no income for you or your family."

45. These direct threats by MORENO were videotaped and audiotaped.

46. On or about May 10, 2017, STRAUSS entered into a written contract with "Buyer A" to sell the building for 9.6 million dollars. The contract was cancelled by this buyer on June 8, 2017, who learned from MORENO about the downzoning amendment pending against the property.

47. STRAUSS' commercial space, vacant since DOUBLE DOOR'S eviction in February, 2017, would garner rents of \$35,000.00 per month, conservatively speaking. STRAUSS received several written letters of intent to rent that space at market rates, but these potential tenants refused to sign a lease unless the zoning classification remained at B3-2. MORENO'S downzoning proposal, still looming over the property, prevented STRAUSS from leasing his space to these potential but reluctant tenants.



48. In what can only be described as a blatant and arrogant abuse of power, MORENO clearly showed his intent to harm STRAUSS by proposing a **second** downzoning amendment. On or about June 6, 2017, *two days* before the contract was cancelled by “Buyer A”, MORENO proposed to downzone STRAUSS’ property from B3-2 to RS-3 under the same application number A-8221.

49. The zoning classification for RS-3 is intended to accommodate the development of single-unit detached houses on individual lots. RS-3 zoning is to be applied in areas where the land-use pattern is characterized predominantly by detached houses on individual lots or where such a land use pattern is desired in the future.

50. STRAUSS’ building was not a “residential single-unit.” It never has been, nor is it now, utilized as a single-unit. In fact, the building currently houses multiple units.

51. Further, STRAUSS’ building is not detached. The building shares a common wall with the south-east neighbor, which is also a commercial/business establishment with upper-level apartments.

52. More telling of MORENO’S intent to harm STRAUSS, the land-use pattern of the area encompassing the Milwaukee-North-Damen corridor is not characterized predominantly by detached houses. The stretch of Milwaukee Avenue is solidly zoned for commercial/business for at least a half-mile on either side of STRAUSS’ property. The situation is similar for Damen Avenue, where STRAUSS’ property sits in the middle of a nearly half-mile stretch of commercial/business zoning.

53. Downzoning STRAUSS’ property to RS-3 was completely out of harmony with the general zoning of the community. It would be akin to putting a single-unit detached house at the corner of State and Madison in Chicago.

54. There was no public outcry or demand for a downzoning of STRAUSS' building at this time either.

55. The second downzoning amendment proposed by MORENO, affected only STRAUSS' property and constituted illegal spot zoning.

56. The second downzoning amendment proposed by MORENO, singled out STRAUSS and treated the STRAUSS family differently from others in the neighborhood.

57. The second downzoning amendment proposed by MORENO offered no benefit to the community.

58. The second downzoning amendment proposed by MORENO was worse than arbitrary and capricious. It was willful and wanton and meant to punish STRAUSS.

59. The second downzoning amendment proposed by MORENO was indicative of his discriminatory intent.

60. On June 22, 2017, the ZONING COMMITTEE which should have rejected this new proposal outright, instead deferred MORENO'S new downzoning proposal, making it available to be called for a vote at any time in the future.

61. On July 20, 2017, STRAUSS filed a federal civil rights complaint in the United States District Court for the Northern District of Illinois to redress the deprivations of his civil rights by the acts and omissions of MORENO, the CITY and their agents committed under the color of law.

62. With the lawsuit fresh on their minds, the ZONING COMMITTEE met on July 21, 2017, and despite both of the proposed downzoning amendments being ripe for a vote, the ZONING COMMITTEE opted not to place STRAUSS' matter on the agenda.

63. On or about July 21, 2017, STRAUSS entered into another written contract to sell his building, this time to “Buyer B”, for 9.1 million dollars. Like Buyer A, this buyer knew of the pending downzoning amendments. Like Buyer A’s contract, this buyer’s contract was contingent on the property remaining zoned at B3-2. Like Buyer A, this buyer met with MORENO. Consequently, the contract was cancelled by Buyer B on August 7, 2017, due to MORENO’S downzoning scheme looming over the property.

64. According to the testimony of the CITY’S Zoning Administrator, Patricia A. Scudiero, the CITY’S Department of Planning and Development and the CITY’S Law Department could not recommend the actions of MORENO, specifically the B1-1 and RS-3 amendments. *(See Exhibit 4: Transcript dated 09/11/17 of Testimony of Scudiero before the Zoning Committee.)*

65. Based on Scudiero’s testimony, the CITY knew that MORENO’S downzoning proposals were both irrational and illegal. But, despite having the power to prevent the harm caused to STRAUSS, the CITY enabled MORENO in his personal grudge against STRAUSS.

66. The CITY’S agents conspired with each other to come up with a **third** downzoning proposal that would, at least in their minds, mitigate the damage caused by MORENO. CITY officials including Zoning Administrator Scudiero, members of the CITY’S Law Department and Zoning Committee Chairman Solis all met with MORENO and worked with him to devise a third proposal to downzone STRAUSS’ building.

67. Consequently, in late August 2017, MORENO proposed a third downzoning amendment against STRAUSS and his family building. This time, MORENO sought to downzone STRAUSS’ property from B3-2 to B2-2 under the same application number A-8221.

68. The zoning classification for B2-2 is intended to spur development in commercial corridors with low demand for retail.

69. This lower zoning classification of B2-2 allowed fewer options for the types of commercial or retail tenants that would be allowed to occupy the building.

70. B2-2 zoning would, like B1-1 zoning, prohibit over 30 categories of businesses and building uses.

71. This change in zoning classification still meant a dramatic decrease in the property value of STRAUSS' building.

72. As with the previous two proposals, there, again, had been no public outcry or demand for downzoning STRAUSS' building at the time this third amendment was proposed.

73. Again, this third downzoning amendment proposed by MORENO, affected only STRAUSS' property and constituted illegal spot zoning.

74. Again, this third downzoning amendment proposed by MORENO, still singled out STRAUSS and treated the STRAUSS family differently from others in the neighborhood.

75. Again, this third downzoning amendment proposed by MORENO offered no benefit to the community and was only done to further his personal agenda against STRAUSS. In addition, it was now an attempt by the CITY to mitigate the exposure of Moreno's blatant misconduct and was done in retaliation for STRAUSS' federal lawsuit.

76. Again, this third downzoning amendment proposed by MORENO was still arbitrary and capricious, in that it was still out of harmony and wholly inconsistent with the existing zoning and uses of other buildings in the community. None of the surrounding buildings were rezoned to B2-2, only STRAUSS' building.

77. The third downzoning amendment proposed by MORENO did not promote the health, safety, or general welfare of the public.

78. The third downzoning amendment, concocted by several CITY officials, was a tacit admission of MORENO'S guilt and clear evidence of his discriminatory intent.

79. On the morning of September 11, 2017, MORENO was talking to his Chief of Staff Raymond Valadez in City Council Chambers prior to the ZONING COMMITTEE meeting. The men were discussing MORENO'S most recent downzoning proposal against STRAUSS and what they should do later that day when the matter was up for a vote. MORENO'S intent to discriminate against STRAUSS was made crystal clear when he said he was going to, "Fuck with them, it makes their lawsuit weaker..."

80. The above conversation, in a public forum, was recorded by a reporter sitting nearby.

81. On September 11, 2017, the ZONING COMMITTEE, upholding the unwritten tradition of "Aldermanic Prerogative", passed MORENO'S downzoning amendment against STRAUSS and his family. It would be placed on the October agenda for the CITY Council to officially vote it into law.

82. "Aldermanic Prerogative" (also known as "Aldermanic Privilege") refers to the practice of CITY council members deferring local matters to the alderman of the affected ward. This practice completely ignores the objections of the private citizens and enables the alderman to pass an ordinance or amendment, no matter how improperly motivated the government action may be.

83. "Aldermanic Prerogative" is an unwritten policy and practice of the CITY whereby the aldermen will blindly support a zoning change proposed by one of their colleagues, knowing full well that they will get the support they need from that colleague should they want to pass zoning legislation in their ward in the future.

84. "Aldermanic Prerogative" provides the support and *de facto* authority for an Alderman to do whatever he pleases on land use matters in his ward, knowing full well that the vast majority of the CITY Council will back him up.

85. "Aldermanic Prerogative" is a policy and practice respected and followed by the CITY Council, and specifically the ZONING COMMITTEE led by Chairman Solis.

86. On September 21, 2017, "Buyer B" submitted a new written offer to purchase STRAUSS' building, this time for a price far less than what the building was worth just eleven days earlier: 6.5 million dollars. At that time, STRAUSS lost 3.1 million dollars in his building's market value due to the downzoning amendment.

87. On October 11, 2017, the CITY, through the Chicago City Council, approved the ZONING COMMITTEE'S action on MORENO'S proposed amendment, and officially downzoned STRAUSS' building from B3-2 to B2-2. "Aldermanic Prerogative" trumped fundamental fairness and equal protection of the laws.

88. The actions by the CITY were not legitimate legislative actions. There was no valid reason to rezone STRAUSS' property. Their actions were void of any real benefit to the community. There was no planned development in mind.

89. The actions by the CITY were motivated by MORENO'S spiteful effort to get even with STRAUSS, replete with MORENO'S ill will, malice and intent to injure.

90. Instead of rejecting all of MORENO'S downzoning proposals regarding STRAUSS' property, none of which offered any benefit to the public, the CITY assisted MORENO in his vindictive and irresponsible attack against an innocent and uncooperative land owner who refused to let MORENO'S evicted friends back into the building.

91. The acts or omissions by the CITY and its agents were in bad faith, corrupt or in

furtherance personal rather than public interest.

92. The amendment to the zoning ordinance approved by the CITY on October 11, 2017 was arbitrary, capricious and unreasonable and did not bear a rational relationship to the public health, safety or welfare of the community.

93. Due to the first two downzoning amendments proposed by MORENO, and the third downzoning amendment that was approved by the CITY, STRAUSS was unable to lease the commercial space vacated by DOUBLE DOOR at the market rate for B3-2 properties.

94. In June, 2018, STRAUSS sold the family building to a buyer for 9.1 million dollars, losing \$500,000.00 in purchase price alone.

#### **APPLICABLE LAW**

95. Article One, Section Two of the Constitution of the State of Illinois guarantees that no person shall be deprived of life, liberty or property without due process of law nor be denied equal protection of the laws.

96. Article One, Section Four of the Constitution of the State of Illinois guarantees that all persons may speak, write and publish freely, being responsible for the abuse of that liberty.

97. Article One, Section Five of the Constitution of the State of Illinois guarantees that the people have the right to assemble in a peaceable manner, to consult for the common good, to make known their opinions to their representatives and to apply for redress of grievances.

98. Article One, Section Twelve of the Constitution of the State of Illinois guarantees that every person shall find a remedy in the laws for all injuries and wrongs which he receives to his person, privacy, property or reputation. He shall obtain justice by law, freely, completely, and promptly.

99. Article One, Section Fifteen of the Constitution of the State of Illinois guarantees that private property shall not be taken or damaged for public use without just compensation as provided by law.

100. Article One, Section Sixteen of the Constitution of the State of Illinois guarantees that no ex post facto law, or law impairing the obligation of contracts or making an irrevocable grant of special privileges or immunities, shall be passed.

101. 65 ILCS 5/11-13-25 of the Illinois Compiled Statutes guarantees that any decision by the corporate authorities of any municipality, home rule or non-home rule, in regard to any. . . rezoning or other amendment to a zoning ordinance shall be subject to *de novo* judicial review as a legislative decision, regardless of whether the process in relation thereto is considered administrative for other purposes. The principles of substantive and procedural due process apply at all stages of the decision-making and review of all zoning decisions.

### **COUNT I**

#### **(Illinois Constitution – Right to Free Speech, Right to Redress Grievances and Right to Remedy and Justice Violations)**

102. Plaintiff repeats and realleges the allegations of paragraphs 1 – 101 as if set forth fully herein.

103. This Count is brought pursuant to Article One, Sections Four, Five and Twelve of the Illinois Constitution and 65 ILCS 5/11-13-25.

104. STRAUSS was exercising his right to free speech and his right to redress grievances when he filed two lawsuits: the first lawsuit against DOUBLE DOOR for forcible entry and detainer, and the second lawsuit against the CITY and MORENO for civil rights violations.

105. The CITY'S actions through MORENO and other agents, were in retaliation for STRAUSS exercising these constitutional rights. The B1-1 and RS-3 downzoning proposals were the result of STRAUSS' first lawsuit which disobeyed MORENO'S commands to keep DOUBLE



DOOR as a tenant. The B2-2 downzoning that was passed by the CITY was the direct result of STRAUSS' second lawsuit which put the CITY on notice that he wasn't going to accept MORENO'S threats, intimidation and unconstitutional action.

106. Article One, Sections Four, Five and Twelve of the Constitution of the State of Illinois guarantees all persons, such as Plaintiff herein, to speak, write and publish freely, to apply for redress of grievances, and to find a remedy in the laws for all injuries and wrongs which he receives to his...property, and that he shall obtain justice by law, freely, completely, and promptly.

107. STRAUSS had his day in state court against DOUBLE DOOR and MORENO punished him for it. STRAUSS went to federal court to stop it and the CITY punished him again.

108. Such conduct by the CITY violated STRAUSS' rights guaranteed to him by the Illinois Constitution.

109. As a direct and proximate result of these violations, Plaintiff STRAUSS suffered economic harm, e.g., a decrease in his building's market value, a resulting decrease in the purchase price of the building and a loss of rental income, all of which will be proven at trial.

WHEREFORE, Plaintiff STRAUSS prays that this Court grant him the following relief:

- a. Declare the downzoning of Plaintiff STRAUSS' building by the CITY to be unconstitutional as violative of STRAUSS' rights guaranteed to him by Article One, Sections Four, Five and Twelve of the Illinois Constitution;
- b. Award Plaintiff STRAUSS compensatory damages in excess of \$2,000,000.00, including but not limited to, \$500,000.00 for the decrease in purchase price, \$630,000.00 for eighteen months of lost rental income, plus interest;
- c. Grant Plaintiff all costs incurred herein, including expert witness fees;
- d. Grant Plaintiff all attorney's fees incurred herein; and
- e. Grant Plaintiff such other and further relief that it may deem just.

**COUNT II**  
**(Illinois Constitution – Equal Protection Clause Violations)**

110. Plaintiff repeats and realleges the allegations of paragraphs 1 – 101 as if set forth fully herein.

111. This Count is brought pursuant to Article One, Section Two of the Illinois Constitution and 65 ILCS 5/11-13-25.

112. The CITY'S actions denied STRAUSS equal protection of the laws.

113. The CITY, through MORENO and other agents, targeted only STRAUSS and his building. No other building was adversely affected by the Defendant's actions. No other building was downzoned. All buildings in the immediate area of STRAUSS' building was zoned at B3 or higher. No other building owner in the Milwaukee-Damen-North Avenue Business District was treated the same way as the Plaintiff STRAUSS. No other building owner in the Milwaukee-Damen-North Avenue Business District was discriminated against by the CITY and its agents like STRAUSS was.

114. The actions of the CITY were objectively unreasonable, intentional, willful and wanton and was undertaken with malice and deliberate indifference to STRAUSS' constitutional rights.

115. The downzoning of STRAUSS' building by the CITY amounted to illegal spot zoning motivated by MORENO'S personal agenda. The downzoning was completely out of character with both the zoning and actual uses of the neighborhood.

116. There was no rational basis to downzone STRAUSS' property. MORENO'S intent to keep DOUBLE DOOR as STRAUSS' commercial tenant belies any theory that the CITY may have acted to mitigate high noise levels, or drug and alcohol abuse that accompanied DOUBLE DOOR'S use of the property.

117. As a direct and proximate result of these violations, Plaintiff STRAUSS suffered economic harm, e.g., a decrease in his building's market value, a resulting decrease in the purchase price of the building and a loss rental income, all of which will be proven at trial.

WHEREFORE, Plaintiff STRAUSS prays that this Court grant him the following relief:

- a. Declare the downzoning of Plaintiff STRAUSS' building by the CITY to be unconstitutional as violative of STRAUSS' rights guaranteed to him by Article One, Section Two of the Illinois Constitution;
- b. Award Plaintiff STRAUSS compensatory damages in excess of \$2,000,000.00, including but not limited to, \$500,000.00 for the decrease in purchase price, \$630,000.00 for eighteen months of lost rental income, plus interest;
- c. Grant Plaintiff all cost incurred herein, including expert witness fees;
- d. Grant Plaintiff all attorney's fees incurred herein; and
- e. Grant Plaintiff such other and further relief that it may deem just.

### **COUNT III**

#### **(Illinois Constitution – Substantive Due Process Clause Violations)**

118. Plaintiff repeats and realleges the allegations of paragraphs 1 – 101 as if set forth fully herein.

119. This Count is brought pursuant to Article One, Section Two of the Illinois Constitution and 65 ILCS 5/11-13-25.

120. The CITY'S actions deprived STRAUSS of life, liberty or property without due process of law, in violation of Article One, Section Two of the Illinois Constitution.

121. Spot zoning is a change in zoning applied only to a very small area, which is out of harmony with the rest of the community. In this case, only STRAUSS' building was downzoned and the new zoning classification of B2-2 was out of harmony with the other buildings in the area.

122. Municipalities cannot exercise the power to zone or rezone to satisfy the individual desires of a few; amendatory zoning ordinances must be passed for the general public good, not in

deference to the wishes of certain individuals.

123. The downzoning amendment that was passed in this case satisfied the desire of one man: MORENO. No other individual or business residing or conducting business in the community participated in or supported Moreno's proposal. There was no need for it. Every building in the immediate area was and still is zoned at B3 or higher.

124. Applying the factors listed in *LaSalle National Bank of Chicago v. Cook County*, 12 Ill. 2d 40 (1957), which Illinois courts use to determine the constitutionality and validity of amendatory zoning ordinances, the downzoning in this case was arbitrary, unreasonable, confiscatory, and irrational legislation that violated STRAUSS' rights as a property owner in the following ways:

- a. The existing uses and zoning of nearby properties are all B3 or higher classifications;
- b. The new zoning substantially reduced the value of STRAUSS' property;
- c. The new zoning offered nothing to promote the health, safety or general welfare of the public;
- d. There was no gain to the public but there was significant hardship to STRAUSS with this new zoning;
- e. Whether the property was suitable for the new zoning is irrelevant because the new zoning was not part of any comprehensive plan;
- f. The commercial space had been vacant since the eviction of MORENO'S friends from DOUBLE DOOR;
- g. There was no community need for the new zoning, only MORENO'S desire for revenge.

125. As a direct and proximate result of these violations, Plaintiff STRAUSS suffered economic harm, e.g., a decrease in his building's market value, a resulting decrease in the purchase price of the building and a loss of rental income, all of which will be proven at trial.

WHEREFORE, Plaintiff STRAUSS prays that this Court grant him the following relief:

- a. Declare the downzoning of Plaintiff STRAUSS' building by the CITY to be unconstitutional as violative of STRAUSS' rights guaranteed to him by Article One, Section Two of the Illinois Constitution;
- b. Award Plaintiff STRAUSS compensatory damages in excess of \$2,000,000.00, including but not limited to, \$500,000.00 for the decrease in purchase price, \$630,000.00 for eighteen months of lost rental income, plus interest;
- c. Grant Plaintiff all cost incurred herein, including expert witness fees;
- d. Grant Plaintiff all attorney's fees incurred herein; and
- e. Grant Plaintiff such other and further relief that it may deem just.

**COUNT IV**  
**(Illinois Constitution – Procedural Due Process Violations)**

126. Plaintiff repeats and realleges the allegations of paragraphs 1 – 101 as if set forth fully herein.

127. This Count is brought pursuant to Article One, Section Two of the Illinois Constitution and 65 ILCS 5/11-13-25.

128. The CITY'S actions violated STRAUSS' procedural due process rights in that the CITY never withdrew the first two downzoning proposals in application number A-8221 but, yet, never voted on them. Then, in the same application number, introduced a third downzoning proposal and passed it using the usual practice of "Aldermanic Prerogative", thereby denying STRAUSS a full and fair hearing.

129. The first two downzoning proposals languished for several months and were a matter of public record – never voted on by the CITY. Nevertheless, STRAUSS was required under Illinois real estate contract law to disclose these "pending" zoning changes to his property. By not withdrawing these proposals, the CITY allowed them to loom over the property while STRAUSS was denied an opportunity to participate in any hearing and voice his objections. Sales contracts were lost as a result.

130. During the ZONING COMMITTEE'S vote on September 11<sup>th</sup> and the CITY Council's vote on October 11<sup>th</sup>, the CITY employed the recognized practice of "Aldermanic Prerogative." Under such practice, aldermen for both votes approved re-zoning strictly in accord with the local alderman's desire. This practice violated STRAUSS' procedural due process rights because any objection by STRAUSS, or anybody else for that matter, is ignored, and thus there was no meaningful "public hearing" which comports with basic principles of due process.

131. These actions by the CITY violated STRAUSS' procedural due process rights in violation of Article One, Section Two of the Illinois Constitution.

132. As a direct and proximate result of these violations, Plaintiff STRAUSS suffered economic harm, e.g., a decrease in his building's market value, a resulting decrease in the purchase price of the building and a loss of rental income, all of which will be proven at trial.

WHEREFORE, Plaintiff STRAUSS prays that this Court grant him the following relief:

- a. Declare the downzoning of Plaintiff STRAUSS' building by the CITY to be unconstitutional as violative of STRAUSS' rights guaranteed to him by Article One, Section Two of the Illinois Constitution;
- b. Award Plaintiff STRAUSS compensatory damages in excess of \$2,000,000.00, including but not limited to, \$500,000.00 for the decrease in purchase price, \$630,000.00 for eighteen months of lost rental income, plus interest;
- c. Grant Plaintiff all cost incurred herein, including expert witness fees;
- d. Grant Plaintiff all attorney's fees incurred herein; and
- e. Grant Plaintiff such other and further relief that it may deem just.

### **COUNT V**

#### **(Illinois Constitution – Taking Clause Violations)**

133. Plaintiff repeats and realleges the allegations of paragraphs 1 – 101 as if set forth fully herein.

134. This Count is brought pursuant to Article One, Section Fifteen of the Illinois Constitution and 65 ILCS 5/11-13-25.

135. MORENO made good on his (recorded) threats to STRAUSS that if DOUBLE DOOR wasn't let back in, that STRAUSS' building would be vacant for a long time, that MORENO decided what kind of tenant goes into STRAUSS' building, that the zoning process would be a lengthy and expensive one, and that STRAUSS and his family would be without income as a result.

136. Due to the CITY'S actions, STRAUSS wasn't free to sell his building to buyers at a market price that a B3-2 zoning classification would demand, or lease space to new tenants at a market rent that a B3-2 zoning classification would demand. When the CITY finally passed the amendment that eliminated the B3-2 zoning on October 11<sup>th</sup>, they eliminated these buyers and renters from STRAUSS' consideration all together and thereby ended the freedom of choice the STRAUSS family enjoyed for over forty years.

137. The CITY'S actions amounted to inverse condemnation and consequently a *de facto* taking of STRAUSS' property without just compensation, in violation of Article One, Section Fifteen of the Illinois Constitution.

138. As a direct and proximate result of these violations, Plaintiff STRAUSS suffered economic harm, e.g., a decrease in his building's market value, a resulting decrease in the purchase price of the building and a loss of rental income, all of which will be proven at trial.

WHEREFORE, Plaintiff STRAUSS prays that this Court grant him the following relief:

- a. Declare the downzoning of Plaintiff STRAUSS' building by the CITY to be unconstitutional as violative of STRAUSS' rights guaranteed to him by Article One, Section Two of the Illinois Constitution;
- b. Award Plaintiff STRAUSS compensatory damages in excess of \$2,000,000.00, including but not limited to, \$500,000.00 for the decrease in purchase price, \$630,000.00 for eighteen months of lost rental income, plus interest;

- c. Grant Plaintiff all cost incurred herein, including expert witness fees;
- d. Grant Plaintiff all attorney's fees incurred herein; and
- e. Grant Plaintiff such other and further relief that it may deem just.

### **COUNT VI**

#### **(Illinois Constitution – Ex Post Facto and Impairing Contracts Violations)**

139. Plaintiff repeats and realleges the allegations of paragraphs 1 – 101 as if set forth fully herein.

140. This Count is brought pursuant to Article One, Section Sixteen of the Illinois Constitution and 65 ILCS 5/11-13-25.

141. As described earlier, the CITY's actions amounted to the impairment of two separate contracts which were cancelled by Buyer "A" and Buyer "B", respectively, once both buyers learned of MORENO's downzoning amendments of B1-1 and RS-3, respectively, and the CITY's failure to remove them from the Zoning Committee's consideration, in violation of Article One, Section Sixteen of the Illinois Constitution.

142. As a direct and proximate result of these violations, Plaintiff STRAUSS suffered economic harm, e.g., loss of both sales contracts, a decrease in his building's market value, a resulting decrease in the purchase price of the building and a loss of rental income, all of which will be proven at trial.

WHEREFORE, Plaintiff STRAUSS prays that this Court grant him the following relief:

- a. Declare the downzoning of Plaintiff STRAUSS' building by the CITY to be unconstitutional as violative of STRAUSS' rights guaranteed to him by Article One, Section Sixteen of the Illinois Constitution;
- b. Award Plaintiff STRAUSS compensatory damages in excess of \$2,000,000.00, including but not limited to, \$500,000.00 for the decrease in purchase price, \$630,000.00 for eighteen months of lost rental income, plus interest;
- c. Grant Plaintiff all costs incurred herein, including expert witness fees;



- d. Grant Plaintiff all attorney's fees incurred herein; and
- e. Grant Plaintiff such other and further relief that it may deem just.

### **COUNT VII**

#### **(Illinois State Law Claim – Tortious Interference with Contracts)**

143. Plaintiff repeats and realleges the allegations in paragraphs 1 – 101 as if set forth fully herein.

144. STRAUSS entered into a valid and enforceable sales contract with Buyer “A” in May of 2017, to sell the property at 1572 North Milwaukee Avenue in Chicago for the purchase price of \$9,600,000.00.

145. MORENO knew about this sales contract during meetings with Buyer A.

146. MORENO’S intentional and unjustifiable actions described above induced Buyer A to cancel the contract.

147. STRAUSS entered into another valid and enforceable sales contract with Buyer “B” in July of 2017, to sell the property at 1572 North Milwaukee Avenue in Chicago for the purchase price of \$9,100,000.00.

148. MORENO knew about this sales contract during meetings with Buyer B.

149. MORENO’S intentional and unjustifiable actions described above induced Buyer B to cancel this contract too. Just ten days after ZONING COMMITTEE passed MORENO’S downzoning amendment of B2-2, Buyer B offered only \$6,500,000.00 to purchase the same property.

150. At all times, MORENO was an employee of the CITY and acted under the color of law and within the scope of his employment activities in committing the misconduct described herein.

151. As a direct and proximate result, STRAUSS suffered the loss of both sales contracts, other economic harm, and physical and emotional harm.

WHEREFORE, Plaintiff STRAUSS prays for judgment against the CITY for compensatory damages in an amount in excess of \$2,000,000.00 for the economic, physical and emotional harm, plus costs, fees and any other relief deemed just and proper by this Court.

**COUNT VIII**

**(Illinois State Law Claim – Tortious Interference with Prospective Economic Advantage)**

152. Plaintiff repeats and realleges the allegations in paragraphs 1 – 101 as if set forth fully herein.

153. STRAUSS had a reasonable expectation of entering into valid business relationships with prospective buyers and tenants.

154. MORENO knew of this expectation.

155. MORENO intentionally and unjustly interfered with these business relationships that induced the termination of STRAUSS' expectations.

156. At all times, MORENO was an employee of the CITY and acted under the color of law and within the scope of his employment activities in committing the misconduct described herein.

157. As a direct result, STRAUSS suffered the loss of both sales contracts and other economic, physical and emotional harm.

WHEREFORE, Plaintiff STRAUSS prays for judgment against the CITY for compensatory damages in an amount in excess of \$2,000,000.00 for the economic, physical and emotional harm, plus costs, fees and any other relief deemed just and proper by this Court.

**COUNT IX**  
**(Illinois State Law Claim – Intentional Infliction of Emotional Distress)**

158. Plaintiff repeats and realleges the allegations in paragraphs 1 – 101 as if set forth fully herein.

159. As described earlier, the conduct of MORENO was extreme and outrageous.

160. MORENO intended to cause STRAUSS severe emotional distress or knew that there was a high probability that his conduct would cause such distress.

161. Indeed, MORENO was exerting this intentional pressure to force STRAUSS to let MORENO’S friends from DOUBLE DOOR back into the building. As promised, MORENO expected STRAUSS to “come back to him on (his) knees.”

162. At all times, MORENO was an employee of the CITY and acted under the color of law and within the scope of his employment activities in committing the misconduct described herein.

163. MORENO’S conduct did cause STRAUSS to suffer severe emotional distress.

WHEREFORE, Plaintiff STRAUSS prays for judgment against the City for compensatory damages in excess of \$2,000,000.00 for the pain and suffering of the physical and emotional harm caused by MORENO, plus costs, fees, and any other relief deemed just and proper by this Court.

**COUNT X**  
**(Indemnification)**

164. Plaintiff repeats and realleges the allegations in paragraphs 1 – 163 as if set forth fully herein.

165. Illinois law provides that public entities are directed to pay any tort judgment for

compensatory damages for which employees are liable within the scope of their employment activities. 735 ILCS 10/9-102.

166. MORENO is or was an employee of the CITY and acted under the color of law and within the scope of his employment activities in committing the misconduct described herein.

167. CITY is liable as principal for all torts committed by its agent MORENO.

WHEREFORE, Plaintiff STRAUSS respectfully requests that this Court enter judgment in his favor and against Defendant CITY, awarding compensatory damages, costs, fees, as well as any other relief deemed just and proper by this Court.

**Plaintiff Demands Trial by Jury.**

BRIAN STRAUSS, INDIVIDUALLY, AND D/B/A 1572 N.  
MILWAUKEE AVENUE BUILDING CORPORATION

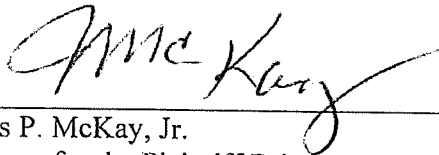
By: /s/ James P. McKay, Jr.  
Attorney for Plaintiff

James P. McKay, Jr. (ARDC No. 6187739)  
Cook County ID No.: 54718  
161 North Clark Street; Suite 3050  
Chicago, IL 60601  
T: (312) 605-8800  
C: (312) 835-8052  
F: (312) 605-8808  
E: jpmckaylaw@gmail.com  
E: jamespmckay@hotmail.com

# EXHIBIT 1

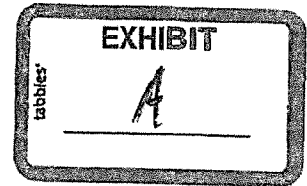
CERTIFICATE OF COMPLIANCE WITH 65 ILCS 5/11-13-8

Under penalty of perjury, the undersigned hereby certifies that he has, to the best of his ability, complied with the requirements of 65 ILCS 5/11-13-8 and 65 ILCS 5/11-13-7 of the Illinois Compiled Statutes in that he sent written notices of the complaint for declaratory judgment filed today by Plaintiff Brian J. Strauss to all owners of all properties located within 250 feet in each direction of 1572 N. Milwaukee Ave., Chicago, Illinois, 60622. Said notices were sent registered mail by the United States Postal Service, 433 W. Harrison St., Chicago, Illinois, 60609, with a return receipt requested by the undersigned. To the best of his knowledge, the undersigned believes the U.S. Postal Service delivered said notices on all owners mentioned above. Attached hereto and made a part of this certificate is a copy of said written notice, (Exhibit A), a letter of completion of the title search for all property owners by Chicago Title & Deed, (Exhibit B), and their list of all property owners with their last known addresses who were served by the U. S. Postal Service, (Exhibit C).



James P. McKay, Jr.

Attorney for the Plaintiff Brian J. Strauss



## NOTICE

VIA REGISTERED MAIL. RETURN RECEIPT REQUESTED

December 23, 2017

Dear Sir or Madam:

Pursuant to 65 ILCS 5/11-13-8 and 65 ILCS 5/11-13-7 of the Illinois Compiled Statutes, please be informed that on January 8, 2018, the undersigned shall file a complaint for declaratory, injunctive and other relief in the Circuit Court of Cook County, Chancery Division, on behalf of the Plaintiff, Brian J. Strauss, individually and d/b/a 1572 North Milwaukee Avenue Building Corporation for the property located at 1572 North Milwaukee Avenue, Chicago, IL 60622.

The Plaintiff seeks to have the recent amendment to a zoning ordinance, affecting his building only, declared invalid by means of a declaratory judgment proceeding. On October 11, 2017, the Chicago City Council passed the amendment down zoning the Plaintiff's property from a B3-2 zoning classification to a B2-2 zoning classification. The current owner of the property located at 1572 North Milwaukee Avenue, Chicago, IL 60622 is the Plaintiff, Brian J. Strauss, President of 1572 North Milwaukee Avenue Building Corporation. His address is 5943 North Elston Avenue, Chicago, IL 60646. Mr. Strauss will ask the Court to restore the zoning classification of his building back to B3-2.

The contact person for this complaint is James P. McKay, Jr., Attorney at Law. His address is 161 North Clark Street, Suite 3050, Chicago, IL 60601 and he can be reached at (312) 835-8052.

Very truly yours,

James P. McKay, Jr.  
Attorney for the Plaintiff

\*\*\* Please note that the Plaintiff is not seeking to rezone your property, purchase your property or in any way affect your property.

\*\*\* Plaintiff is required by law to send this notice to you because you own property within 250 feet of his property, the subject matter of the lawsuit.

CHICAGO TITLE & DEED

910 W. VAN BUREN STE 100 PMB 140 CHICAGO IL 60607

773-598-9258

December 19<sup>th</sup>, 2017

James McKay  
 Law Offices of James P. McKay Jr.  
 161 N. Clark St. STE 3050  
 Chicago, IL 60601



Mr. McKay,

I am pleased to confirm the completion of your order for

**MCK001: 1551-1559 N. Damen (17-06-207-001-0000) and 1570-1572 N. Milwaukee Ave (17-06-207-002-0000)**

This title search includes property owner information for all properties within 250 feet of the subject propertie(s), as required for zoning changes and special use applications by Chicago Municipal Code section 17-13-0107-A(2)(a). The distance crossed by streets, alleys, and other public ways was not computed in the 250 foot distance, to comply with the Chicago Municipal Code, section 17-13-107-A(2)(e).

The title search has returned 205 properties within the 250 foot boundary. The taxpayer information was compiled from the most recent authentic tax records of Cook County, as required by section 17-13-107-A(4) of the Chicago Municipal Code.

The service we provide is an information service and we do not guarantee the accuracy of the information obtained from the Cook County tax records. That being said, all efforts have been made to ensure you are receiving accurate information.

A City of Chicago tax map has been included showing the 250 foot boundary and notification area. Mailing labels are included in your order and will arrive by first class mail. Please contact me if you have any questions.

Sincerely,

Anthony Schreck  
 773-598-9258  
 t.schreck@chicagotitledeed.com



CHICAGO TITLE & DEED

910 W. VAN BUREN STE 100 PMB 140 CHICAGO IL 60607

773-598-9258

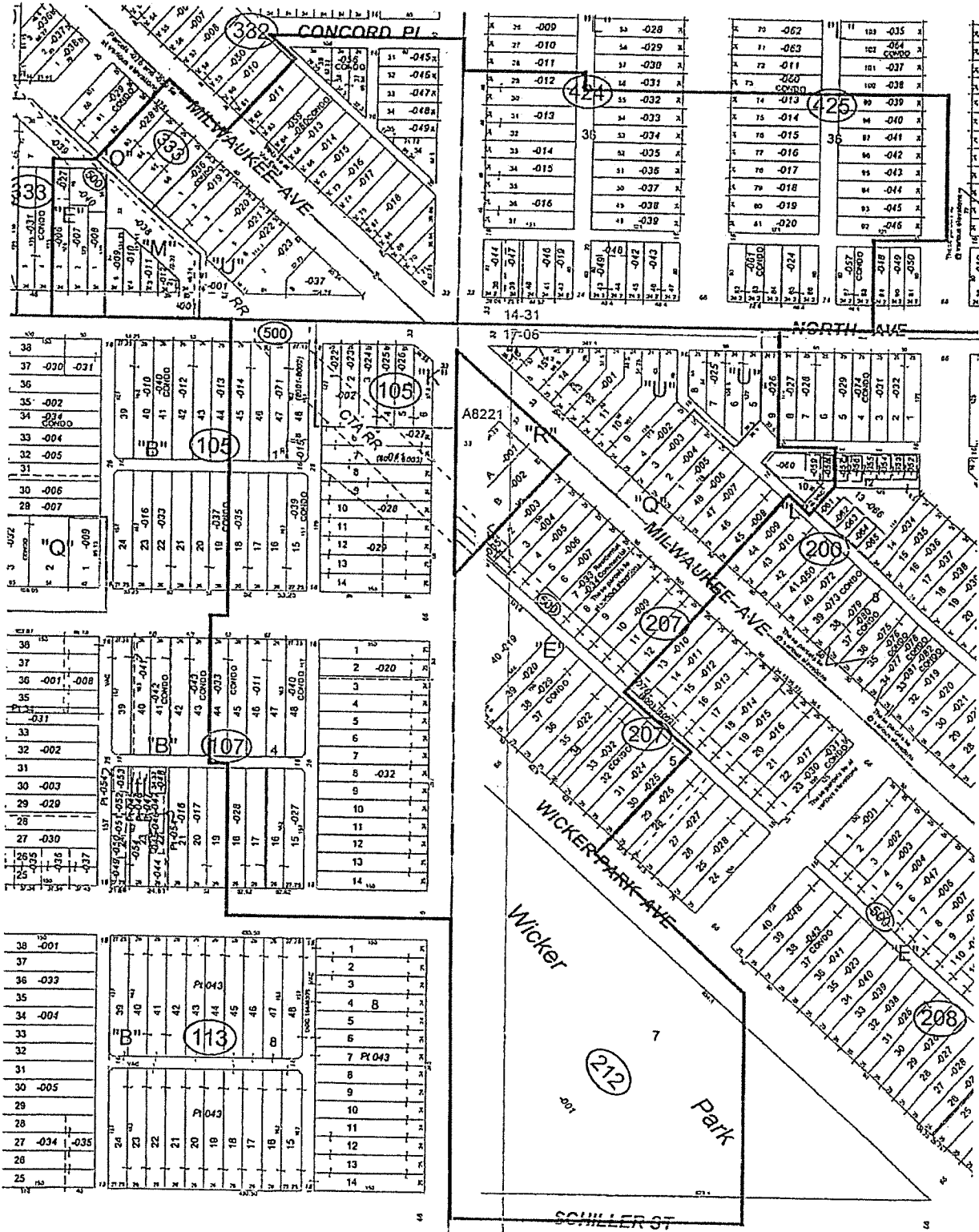
Cook County Tax Map: MCK001

FILED DATE: 2/19/2019 12:00 AM 2018CH00256

## CHICAGO TITLE &amp; DEED

910 W. VAN BUREN STE 100 PMB 140 CHICAGO IL 60607

773-598-9258



**17-13-0107-A Written Notice.** Whenever the provisions of this Zoning Ordinance require that "Written Notice" be provided, such notice must be given as specified in this section.

**1. Timing:**

(a) One written notice of administrative adjustment applications must be provided by the applicant at least 10 days before the Zoning Administrator takes action on the application. The Zoning Administrator may not take final action on an administrative adjustment application until at least 10 days after the date that notices were mailed to abutting property owners.

(b) One written notice for all other applications requiring written notice must be provided by the applicant no more than 30 days before filing the application.

**2. Radius.** Unless otherwise expressly stated, the notification radius for applications requiring written notice is as follows:

(a) In the case of special use applications and zoning map amendments, including planned developments, written notice must be provided to property owners of the subject property and to all property owners within 250 feet of the property lines of the subject property.

(b) In the case of special use applications for sanitary landfills, hazardous waste treatment or storage facilities, liquid waste handling facilities, resource recovery facilities, reprocessible construction/demolition material facilities, incinerators or transfer stations, the applicant must provide written notice to all property owners within 500 feet of the property lines of the subject property.

(c) In the case of administrative adjustment applications, the applicant must provide written notice to property owners of abutting lots on both sides of the subject property.

(d) In the case of variation applications, written notice must be provided to property owners of the subject property and to all property owners within 100 feet of the property lines of the subject property.

(e) Land occupied by public roads, streets, alleys and other public ways is to be excluded in computing the required notification radius.

**3.** All required written notices must be sent USPS first class mail unless otherwise expressly stated.

**4.** Ownership information must be obtained from the most recent authentic tax records of Cook County.

**5.** Written notices must contain:

- (a) the common street address of the subject property,
- (b) a description of the nature, scope and purpose of the application or proposal;
- (c) the name and address of the applicant;
- (d) the date that the applicant intends to file the application; and
- (e) a source for additional information on the application or proposal.

**6.** If after a bona fide effort to provide written notice, the property owner of the property on which notice is served cannot be found at their last known address, or the mailed notice is returned because the property owner cannot be found at their last known address, the written notice requirements of this section will be deemed satisfied.

**7.** At the time of filing an application, the applicant must furnish a complete list containing the names and last known addresses of the persons provided with notice. The applicant must also furnish a written affidavit certifying compliance with all applicable written notice requirements.

(a) Lists and affidavits must be furnished to the Chairman of the City Council Committee on Zoning for matters requiring final approval by the City Council or to the Chairman of Zoning Board of Appeals for matters requiring final approval by the Zoning Board of Appeals.

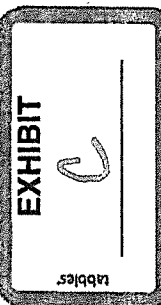
## Chicago Title &amp; Deed

910 W. Van Buren STE 100 PMB 140, Chicago IL 60607

www.chicagotitledeed.com - 773-598-9258

Order # MCK001: 205 PINs

PIN	PRC UNIT	TAX PAYER MAILING ADDRESS	PROPERTY MAILING ADDRESS	NOTIFICATION ADDRESS	NOTES
17-06-207-001-0000	157	TIMOTHY GLASCOTT 2156 N HALSTED CHICAGO, IL 60614-4316	1574 N MILWAUKEE AVE CHICAGO, IL 60622-2022	TIMOTHY GLASCOTT 2156 N HALSTED CHICAGO, IL 60614-4316	SUBJECT
17-06-207-002-0000	157	MILWAUKEE DAMEN CORP 5943 N ELSTON AV CHICAGO, IL 60646-5504	1570 N MILWAUKEE AVE CHICAGO, IL 60622-2040	MILWAUKEE DAMEN CORP 5943 N ELSTON AV CHICAGO, IL 60646-5504	SUBJECT
14-31-332-011-0000	163	MICHAEL GOLDEN 618 W FULTON ST CHICAGO, IL 60661-1144	1633 N MILWAUKEE AVE CHICAGO, IL 60647-5411	MICHAEL GOLDEN 618 W FULTON ST CHICAGO, IL 60661-1144	
14-31-332-013-0000	162	GMC LLC 1629 MILWAUKEE 2ND FL CHICAGO, IL 60647-5411	1629 N MILWAUKEE AVE CHICAGO, IL 60647-5411	GMC LLC 1629 MILWAUKEE 2ND FL CHICAGO, IL 60647-5411	
14-31-332-014-0000	162	1625 MILWAUKEE LLC 1250 N PAULINA ST CHICAGO, IL 60622-3804	1625 N MILWAUKEE AVE CHICAGO, IL 60647-5411	1625 MILWAUKEE LLC 1250 N PAULINA ST CHICAGO, IL 60622-3804	
14-31-332-015-0000	162	THE SANTINI GROUP LLC 1623 N MILWAUKEE AVE CHICAGO, IL 60647-5411	1623 N MILWAUKEE AVE CHICAGO, IL 60647-5411	THE SANTINI GROUP LLC 1623 N MILWAUKEE AVE CHICAGO, IL 60647-5411	
14-31-332-016-0000	160	WALGREEN CO TAX DEPT P O BOX 901 DEERFIELD, IL 60015-0901	1601 N MILWAUKEE AVE CHICAGO, IL 60647-5411	WALGREEN CO TAX DEPT P O BOX 901 DEERFIELD, IL 60015-0901	
14-31-332-017-0000	160	WALGREEN CO TAX DEPT P O BOX 901 DEERFIELD, IL 60015-0901	1601 N MILWAUKEE AVE CHICAGO, IL 60647-5411	WALGREEN CO TAX DEPT P O BOX 901 DEERFIELD, IL 60015-0901	
14-31-332-018-0000	160	WALGREEN CO TAX DEPT P O BOX 901 DEERFIELD, IL 60015-0901	1601 N MILWAUKEE AVE CHICAGO, IL 60647-5411	WALGREEN CO TAX DEPT P O BOX 901 DEERFIELD, IL 60015-0901	



14-31-332-045-0000	1633	1630 DAMEN LLC 275 MADISON AVE 1100 NEW YORK, NY 10016-1147	1632 N DAMEN AVE CHICAGO, IL 60647-5564	1630 DAMEN LLC 275 MADISON AVE 1100 NEW YORK, NY 10016-1147
14-31-332-046-0000	1630	1630 DAMEN LLC 275 MADISON AVE 1100 NEW YORK, NY 10016-1147	1630 N DAMEN AVE CHICAGO, IL 60647-5547	1630 DAMEN LLC 275 MADISON AVE 1100 NEW YORK, NY 10016-1147
14-31-332-047-0000	1628	1616 DAMEN PRP OWN LLC 135 CROSSWAYS PK DR401 WOODBURY, NY 11797-2005	1628 N DAMEN AVE CHICAGO, IL 60647-5547	1616 DAMEN PRP OWN LLC 135 CROSSWAYS PK DR401 WOODBURY, NY 11797-2005
14-31-332-048-0000	1628	1616 DAMEN PRP OWN LLC 135 CROSSWAYS PK DR401 WOODBURY, NY 11797-2005	1624 N DAMEN AVE CHICAGO, IL 60647-5547	1616 DAMEN PRP OWN LLC 135 CROSSWAYS PK DR401 WOODBURY, NY 11797-2005
14-31-332-049-0000	1616	1616 DAMEN PRP OWN LLC 135 CROSSWAYS PK DR401 WOODBURY, NY 11797-2005	1616 N DAMEN AVE CHICAGO, IL 60647-5536	1616 DAMEN PRP OWN LLC 135 CROSSWAYS PK DR401 WOODBURY, NY 11797-2005
14-31-332-056-1001	2008A	DUNNE REAL EST CAP LLC 7205 WALDEN LANE DARIEN, IL 60561-3734	2009 W CONCORD PL CHICAGO, IL 60647-5526	DUNNE REAL EST CAP LLC 7205 WALDEN LANE DARIEN, IL 60561-3734
14-31-332-056-1002	2008B	LEIGH A BELKER 2009 W CONCORD PL B CHICAGO, IL 60647-5526	2009 W CONCORD PL CHICAGO, IL 60647-5526	LEIGH A BELKER 2009 W CONCORD PL B CHICAGO, IL 60647-5526
14-31-332-056-1003	2008C	GRACE A ELDERKIN 2009 W CONCORD PL #C CHICAGO, IL 60647-5526	2009 W CONCORD PL CHICAGO, IL 60647-5526	GRACE A ELDERKIN 2009 W CONCORD PL #C CHICAGO, IL 60647-5526
14-31-332-056-1004	2011A	MARTIN ALVAREZ 2011 W CONCORD A CHICAGO, IL 60647-5530	2011 W CONCORD PL CHICAGO, IL 60647-5530	MARTIN ALVAREZ 2011 W CONCORD A CHICAGO, IL 60647-5530
14-31-332-056-1005	2011B	ANDREW RYAN 2011 W CONCORD #B CHICAGO, IL 60647-5530	2011 W CONCORD PL CHICAGO, IL 60647-5530	ANDREW RYAN 2011 W CONCORD #B CHICAGO, IL 60647-5530
14-31-332-056-1006	2011C	ALEX AUST 2011 W CONCORD PL#C CHICAGO, IL 60647-5530	2011 W CONCORD PL CHICAGO, IL 60647-5530	ALEX AUST 2011 W CONCORD PL#C CHICAGO, IL 60647-5530
14-31-332-056-1007	2011A	NABIL DONALD STREETS 2013 W CONCORD PL #A CHICAGO, IL 60647-6446	2013 W CONCORD PL CHICAGO, IL 60647-6445	NABIL DONALD STREETS 2013 W CONCORD PL #A CHICAGO, IL 60647-6446

14-31-332-056-1008	201 B	L & T STRONSKY 4015 N MAPLEWOOD AVE CHICAGO, IL 60618-3717	2013 W CONCORD PL CHICAGO, IL 60647-6445	L & T STRONSKY 4015 N MAPLEWOOD AVE CHICAGO, IL 60618-3717
14-31-332-056-1009	201 C	W & J PALMOWSKI 2013C W CONCORD PL CHICAGO, IL 60647-6446	2013 W CONCORD PL CHICAGO, IL 60647-6445	W & J PALMOWSKI 2013C W CONCORD PL CHICAGO, IL 60647-6446
14-31-332-056-1010	201 A	SPENCER WALLING 2015 W CONCORD PL A CHICAGO, IL 60647-5505	2015 W CONCORD PL CHICAGO, IL 60647-5505	SPENCER WALLING 2015 W CONCORD PL A CHICAGO, IL 60647-5505
14-31-332-056-1011	201 B	BETHYLEE PENTZ 2015 W CONCORD PL #B CHICAGO, IL 60647-5505	2015 W CONCORD PL CHICAGO, IL 60647-5505	BETHYLEE PENTZ 2015 W CONCORD PL #B CHICAGO, IL 60647-5505
14-31-332-056-1012	201 C	JAMES J PASQUESI 2015 W CONCORD PL #C CHICAGO, IL 60647-5505	2015 W CONCORD PL CHICAGO, IL 60647-5505	JAMES J PASQUESI 2015 W CONCORD PL #C CHICAGO, IL 60647-5505
14-31-332-056-1013	201	ALAN SAFER 2013 W CONCORD PL CH-2 CHICAGO, IL 60647-6445	2013 W CONCORD PL CHICAGO, IL 60647-6445	ALAN SAFER 2013 W CONCORD PL CH-2 CHICAGO, IL 60647-6445
14-31-332-056-1014	200	GWEN STARK 2013 W CONCORD CH3 CHICAGO, IL 60647-6445	2007 W CONCORD PL CHICAGO, IL 60647-5505	GWEN STARK 2013 W CONCORD CH3 CHICAGO, IL 60647-6445
14-31-332-059-0000	163	1631 N MILWAUKEE GRP L 1631 N MILWAUKEE CHICAGO, IL 60647-9516	1631 N MILWAUKEE AVE CHICAGO, IL 60647-9516	1631 N MILWAUKEE GRP L 1631 N MILWAUKEE CHICAGO, IL 60647-9516
14-31-332-060-1001	163	KEVIN R FRAWLEY 1631 N MILWAUKEE #1 CHICAGO, IL 60647-9516	1631 N MILWAUKEE AVE CHICAGO, IL 60647-9516	KEVIN R FRAWLEY 1631 N MILWAUKEE #1 CHICAGO, IL 60647-9516
14-31-332-060-1002	163	CHRISTINE L ZARNDT 1631 N MILWAUKEE AVE#2 CHICAGO, IL 60647-9516	1631 N MILWAUKEE AVE CHICAGO, IL 60647-9516	CHRISTINE L ZARNDT 1631 N MILWAUKEE AVE#2 CHICAGO, IL 60647-9516
14-31-332-060-1003	163 P1	ANN NOLAN 1631 N MILWAUKEE CHICAGO, IL 60647-9516	1631 N MILWAUKEE AVE CHICAGO, IL 60647-9516	ANN NOLAN 1631 N MILWAUKEE CHICAGO, IL 60647-9516
14-31-332-060-1004	163 P2	CHRISTINE L ZARNDT 1631 N MILWAUKEE AVE#2 CHICAGO, IL 60647-9516	1631 N MILWAUKEE AVE CHICAGO, IL 60647-9516	CHRISTINE L ZARNDT 1631 N MILWAUKEE AVE#2 CHICAGO, IL 60647-9516

14-31-332-060-1005	163	P3	KEVIN R FRAWLEY 1631 N MILWAUKEE #1 CHICAGO, IL 60647-9516	1631 N MILWAUKEE AVE CHICAGO, IL 60647-9516	KEVIN R FRAWLEY 1631 N MILWAUKEE #1 CHICAGO, IL 60647-9516	
14-31-333-003-0000	205		GABRIEL CORONA 3004 N NEENAH CHICAGO, IL 60634-4962	2056 W NORTH AVE CHICAGO, IL 60647-5414	GABRIEL CORONA 3004 N NEENAH CHICAGO, IL 60634-4962	
14-31-333-006-0000	205		SOLARIA HOLDINGS LLC PO BOX 577875 CHICAGO, IL 60657-7341	2050 W NORTH AVE CHICAGO, IL 60647-5444	SOLARIA HOLDINGS LLC PO BOX 577875 CHICAGO, IL 60657-7341	
14-31-333-007-0000	204		2040 NORTH AVENUE LLC 55 E JACKSON BLVD #500 CHICAGO, IL 60604-4396	2048 W NORTH AVE CHICAGO, IL 60647-5414	2040 NORTH AVENUE LLC 55 E JACKSON BLVD #500 CHICAGO, IL 60604-4396	
14-31-333-008-0000	204		2040 NORTH AVENUE LLC 55 E JACKSON BLVD #500 CHICAGO, IL 60604-4396	2046 W NORTH AVE CHICAGO, IL 60647-5414	2040 NORTH AVENUE LLC 55 E JACKSON BLVD #500 CHICAGO, IL 60604-4396	
14-31-333-009-0000	204		2040 NORTH AVENUE LLC 55 E JACKSON BLVD #500 CHICAGO, IL 60604-4396	2042 W NORTH AVE CHICAGO, IL 60647-5414	2040 NORTH AVENUE LLC 55 E JACKSON BLVD #500 CHICAGO, IL 60604-4396	
14-31-333-010-0000	204		2040 NORTH AVENUE LLC 55 E JACKSON BLVD #500 CHICAGO, IL 60604-4396	2040 W NORTH AVE CHICAGO, IL 60647-7496	2040 NORTH AVENUE LLC 55 E JACKSON BLVD #500 CHICAGO, IL 60604-4396	
14-31-333-011-0000	203		STEVE KOPPEL PO BOX 59526 CHICAGO, IL 60659-0526	2038 W NORTH AVE CHICAGO, IL 60647-5414	STEVE KOPPEL PO BOX 59526 CHICAGO, IL 60659-0526	
14-31-333-012-0000	203		IRVING KOPPEL 6239 N LAWDALE AV CHICAGO, IL 60659-1103	2036 W NORTH AVE CHICAGO, IL 60647-5414	IRVING KOPPEL 6239 N LAWDALE AV CHICAGO, IL 60659-1103	
14-31-333-019-0000	163		, 00000-0000 To update your mailing information click here.	1630 N MILWAUKEE AVE CHICAGO, IL 60647-5412	CURRENT OWNER 1630 N MILWAUKEE AVE CHICAGO, IL 60647-5412	
14-31-333-020-0000	162		1616 24 N MILWAUKEE LLC 540 W MADISON 2500 CHICAGO, IL 60661-2555	1620 N MILWAUKEE AVE CHICAGO, IL 60647-5412	1616 24 N MILWAUKEE LLC 540 W MADISON 2500 CHICAGO, IL 60661-2555	
14-31-333-021-0000	162		1616 24 N MILWAUKEE LLC 540 W MADISON 2500 CHICAGO, IL 60661-2555	1620 N MILWAUKEE AVE CHICAGO, IL 60647-5412	1616 24 N MILWAUKEE LLC 540 W MADISON 2500 CHICAGO, IL 60661-2555	

14-31-333-022-0000	162	1616 24 N MILWAUKEE LLC 540 W MADISON 2500 CHICAGO, IL 60661-2555	1620 N MILWAUKEE AVE CHICAGO, IL 60647-5412	1616 24 N MILWAUKEE LLC 540 W MADISON 2500 CHICAGO, IL 60661-2555
14-31-333-023-0000	201	1616 24 N MILWAUKEE LLC 540 W MADISON 2500 CHICAGO, IL 60661-2555	2018 W NORTH AVE CHICAGO, IL 60647-5414	1616 24 N MILWAUKEE LLC 540 W MADISON 2500 CHICAGO, IL 60661-2555
14-31-333-027-0000	205	SOLARIA HOLDINGS LLC PO BOX 577875 CHICAGO, IL 60657-7341	2050 W NORTH AVE CHICAGO, IL 60647-5444	SOLARIA HOLDINGS LLC PO BOX 577875 CHICAGO, IL 60657-7341
14-31-333-028-0000	165	CONCORD PLACE LTD PRTN 5000 W ROOSEVELT RD CHICAGO, IL 60644-1789	1652 N MILWAUKEE AVE CHICAGO, IL 60647-5412	CONCORD PLACE LTD PRTN 5000 W ROOSEVELT RD CHICAGO, IL 60644-1789
14-31-333-036-1001	163-C1	J W INVESTMENTS INC 1634 N MILWAUKEE #1 CHICAGO, IL 60647-5663	1634 N MILWAUKEE AVE CHICAGO, IL 60647-5663	J W INVESTMENTS INC 1634 N MILWAUKEE #1 CHICAGO, IL 60647-5663
14-31-333-036-1002	163-2	PROS BUILD INC 1634 N MILWAUKEE #1 CHICAGO, IL 60647-5663	1634 N MILWAUKEE AVE CHICAGO, IL 60647-5663	PROS BUILD INC 1634 N MILWAUKEE #1 CHICAGO, IL 60647-5663
14-31-333-036-1003	163-3-F	PROS BUILD INC 1634 N MILWAUKEE #1 CHICAGO, IL 60647-5663	1634 N MILWAUKEE AVE CHICAGO, IL 60647-5663	PROS BUILD INC 1634 N MILWAUKEE #1 CHICAGO, IL 60647-5663
14-31-333-036-1004	163-3-R	FISTUK PROP LLC 1658 N MILWAUKEE #332 CHICAGO, IL 60647-6905	1634 N MILWAUKEE AVE CHICAGO, IL 60647-5663	FISTUK PROP LLC 1658 N MILWAUKEE #332 CHICAGO, IL 60647-6905
14-31-333-037-0000	160	1600 N MILWAUKEE LLC 540 W MADISON ST #2500 CHICAGO, IL 60661-2555	1600 N MILWAUKEE AVE CHICAGO, IL 60647-5456	1600 N MILWAUKEE LLC 540 W MADISON ST #2500 CHICAGO, IL 60661-2555
14-31-424-012-0000	162	103 N RUSH CO MIDAME 500 N DEARBORN 400 CHICAGO, IL 60654-3386	1627 N DAMEN AVE CHICAGO, IL 60647-5507	103 N RUSH CO MIDAME 500 N DEARBORN 400 CHICAGO, IL 60654-3386
14-31-424-013-0000	162	FIREHOUSE 28 LLC 2201 W ROSCOE ST CHICAGO, IL 60618-6209	1623 N DAMEN AVE CHICAGO, IL 60647-5507	FIREHOUSE 28 LLC 2201 W ROSCOE ST CHICAGO, IL 60618-6209
14-31-424-014-0000	161	DAMEN CO MILLENNIUM 205 W WACKER DR S1750 CHICAGO, IL 60606-1216	1619 N DAMEN AVE CHICAGO, IL 60647-5561	DAMEN CO MILLENNIUM 205 W WACKER DR S1750 CHICAGO, IL 60606-1216



14-31-424-015-0000	161	103 N RUSH CO MIDAME 500 N DEARBORN 400 CHICAGO, IL 60654-3386	1611 N DAMEN AVE CHICAGO, IL 60647-5507	103 N RUSH CO MIDAME 500 N DEARBORN 400 CHICAGO, IL 60654-3386
14-31-424-016-0000	161	103 N RUSH CO MIDAME 500 N DEARBORN 400 CHICAGO, IL 60654-3386	1611 N DAMEN AVE CHICAGO, IL 60647-5507	103 N RUSH CO MIDAME 500 N DEARBORN 400 CHICAGO, IL 60654-3386
14-31-424-019-0000	194	1948 W NORTH AVE LLC 1648 NEWTON AVE PARK RIDGE, IL 60068-5639	1948 W NORTH AVE CHICAGO, IL 60622-1318	1948 W NORTH AVE LLC 1648 NEWTON AVE PARK RIDGE, IL 60068-5639
14-31-424-032-0000	162	HECTOR RODRIGUEZ 1626 N WINCHESTER ST CHICAGO, IL 60622-1320	1626 N WINCHESTER AVE CHICAGO, IL 60622-1320	HECTOR RODRIGUEZ 1626 N WINCHESTER ST CHICAGO, IL 60622-1320
14-31-424-033-0000	162	NIELS DALE 1624 N WINCHESTER AVE CHICAGO, IL 60622-1320	1624 N WINCHESTER AVE CHICAGO, IL 60622-1320	NIELS DALE 1624 N WINCHESTER AVE CHICAGO, IL 60622-1320
14-31-424-034-0000	162	IWONA KUTERMANKIEWICZ 1821 W ERIE CHICAGO, IL 60622-5520	1622 N WINCHESTER AVE CHICAGO, IL 60622-1320	IWONA KUTERMANKIEWICZ 1821 W ERIE CHICAGO, IL 60622-5520
14-31-424-035-0000	162	JACOB MEILACH 1620 N WINCHESTER AVE CHICAGO, IL 60622-0920	1620 N WINCHESTER AVE CHICAGO, IL 60622-0920	JACOB MEILACH 1620 N WINCHESTER AVE CHICAGO, IL 60622-0920
14-31-424-036-0000	161	IMBRENDA & D ESCOTO 1809 N LEAVITT CHICAGO, IL 60647-4457	1614 N WINCHESTER AVE CHICAGO, IL 60622-1320	IMBRENDA & D ESCOTO 1809 N LEAVITT CHICAGO, IL 60647-4457
14-31-424-037-0000	161	IMBRENDA & D ESCOTO 1809 N LEAVITT CHICAGO, IL 60647-4457	1614 N WINCHESTER AVE CHICAGO, IL 60622-1320	IMBRENDA & D ESCOTO 1809 N LEAVITT CHICAGO, IL 60647-4457
14-31-424-038-0000	161	DONNA KIRCHMAN 1612 N WINCHESTER AVE CHICAGO, IL 60622-1320	1612 N WINCHESTER AVE CHICAGO, IL 60622-1320	DONNA KIRCHMAN 1612 N WINCHESTER AVE CHICAGO, IL 60622-1320
14-31-424-039-0000	161	JULIE STEWART 1610 N WINCHESTER AVE CHICAGO, IL 60622-1320	1610 N WINCHESTER AVE CHICAGO, IL 60622-1320	JULIE STEWART 1610 N WINCHESTER AVE CHICAGO, IL 60622-1320
14-31-424-042-0000	193	1938 40 NORTH AVE LLC 333 SKOKIE BLVD #111 NORTHBROOK, IL 60062-1623	1938 W NORTH AVE CHICAGO, IL 60622-1318	1938 40 NORTH AVE LLC 333 SKOKIE BLVD #111 NORTHBROOK, IL 60062-1623

14-31-424-043-0000	193	ILENE GREENBLATT 707 W JUNIOR TER #12 CHICAGO, IL 60613-1524	1934 W NORTH AVE CHICAGO, IL 60622-1318	ILENE GREENBLATT 707 W JUNIOR TER #12 CHICAGO, IL 60613-1524
14-31-424-044-0000	195	1954 1958 W NORTH AVEN 1648 NEWTON AVE PARK RIDGE, IL 60068-5639	1958 W NORTH AVE CHICAGO, IL 60622-1318	1954 1958 W NORTH AVEN 1648 NEWTON AVE PARK RIDGE, IL 60068-5639
14-31-424-046-0000	195	BCL 1950 NORTH LLC 450 N SKOKIE BLVD #604 NORTHBROOK, IL 60062-7914	1950 W NORTH AVE CHICAGO, IL 60622-1318	BCL 1950 NORTH LLC 450 N SKOKIE BLVD #604 NORTHBROOK, IL 60062-7914
14-31-424-047-0000	195	1954 1958 W NORTH AVEN 1648 NEWTON AVE PARK RIDGE, IL 60068-5639	1954 W NORTH AVE CHICAGO, IL 60622-1318	1954 1958 W NORTH AVEN 1648 NEWTON AVE PARK RIDGE, IL 60068-5639
14-31-424-048-0000	194	ILENE GREENBLATT 707 W JUNIOR TER #12 CHICAGO, IL 60613-1524	1942 W NORTH AVE CHICAGO, IL 60622-1318	ILENE GREENBLATT 707 W JUNIOR TER #12 CHICAGO, IL 60613-1524
14-31-424-049-0000	194	1938 40 NORTH AVE LLC 333 SKOKIE BLVD #111 NORTHBROOK, IL 60062-1623	1940 W NORTH AVE CHICAGO, IL 60622-1318	1938 40 NORTH AVE LLC 333 SKOKIE BLVD #111 NORTHBROOK, IL 60062-1623
14-31-425-013-0000	162	MO WINCHESTER VENTURES 325 PARK AVENUE RIVER FOREST, IL 60305-2043	1627 N WINCHESTER AVE CHICAGO, IL 60622-1368	MO WINCHESTER VENTURES 325 PARK AVENUE RIVER FOREST, IL 60305-2043
14-31-425-014-0000	162	IRMA PEREZ 1625 N WINCHESTER AVE CHICAGO, IL 60622-1321	1625 N WINCHESTER AVE CHICAGO, IL 60622-1321	IRMA PEREZ 1625 N WINCHESTER AVE CHICAGO, IL 60622-1321
14-31-425-015-0000	162	WINCHESTER COMMONS LLC 1836 W AUGUSTA BLVD CHICAGO, IL 60622-6714	1623 N WINCHESTER AVE CHICAGO, IL 60622-1367	WINCHESTER COMMONS LLC 1836 W AUGUSTA BLVD CHICAGO, IL 60622-6714
14-31-425-016-0000	162	RUSSELL M HARPER 1621 N WINCHESTER CHICAGO, IL 60622-8575	1621 N WINCHESTER AVE CHICAGO, IL 60622-8575	RUSSELL M HARPER 1621 N WINCHESTER CHICAGO, IL 60622-8575
14-31-425-017-0000	161	PEAK PROPERTIES LLC 2815 W ROSCOE CHICAGO, IL 60618-5819	1617 N WINCHESTER AVE CHICAGO, IL 60622-1365	PEAK PROPERTIES LLC 2815 W ROSCOE CHICAGO, IL 60618-5819
14-31-425-018-0000	161	FRANK A PENSA P O BOX 51 PALOS PK, IL 60464-0051	1615 N WINCHESTER AVE CHICAGO, IL 60622-1364	FRANK A PENSA P O BOX 51 PALOS PK, IL 60464-0051

14-31-425-019-0000	1613	ELIAS MANOUSOS 7916 W BRYN MAWR AV CHICAGO, IL 60631-2905	1613 N WINCHESTER AVE CHICAGO, IL 60622-1321	ELIAS MANOUSOS 7916 W BRYN MAWR AV CHICAGO, IL 60631-2905	
14-31-425-020-0000	1614	NICK FAITAGE 1914 W NORTH AV CHICAGO, IL 60622-1315	1611 N WINCHESTER AVE CHICAGO, IL 60622-1321	NICK FAITAGE 1914 W NORTH AV CHICAGO, IL 60622-1315	
14-31-425-024-0000	1914	NICK FAITAGE 1914 W NORTH AV CHICAGO, IL 60622-1315	1914 W NORTH AVE CHICAGO, IL 60622-1315	NICK FAITAGE 1914 W NORTH AV CHICAGO, IL 60622-1315	
14-31-425-039-0000	1621	LUIS A MARQUEZ 1626 N WOLCOTT AV CHICAGO, IL 60622-1322	1626 N WOLCOTT AVE CHICAGO, IL 60622-1322	LUIS A MARQUEZ 1626 N WOLCOTT AV CHICAGO, IL 60622-1322	
14-31-425-040-0000	1622	CTLTC 008002363569 10 S LASALLE #2750 CHICAGO, IL 60603-1108	1624 N WOLCOTT AVE CHICAGO, IL 60622-1322	CTLTC 008002363569 10 S LASALLE #2750 CHICAGO, IL 60603-1108	
14-31-425-041-0000	1622	CTLTC 008002363569 10 S LASALLE #2750 CHICAGO, IL 60603-1108	1622 N WOLCOTT AVE CHICAGO, IL 60622-1322	CTLTC 008002363569 10 S LASALLE #2750 CHICAGO, IL 60603-1108	
14-31-425-042-0000	1622	BECK HUR 1620 N WOLCOTT CHICAGO, IL 60622-1322	1620 N WOLCOTT AVE CHICAGO, IL 60622-1322	BECK HUR 1620 N WOLCOTT CHICAGO, IL 60622-1322	
14-31-425-043-0000	1614	DOUGLAS S RENNER 1901 W WABANSIA 1ST FL CHICAGO, IL 60622-1342	1616 N WOLCOTT AVE CHICAGO, IL 60622-1322	DOUGLAS S RENNER 1901 W WABANSIA 1ST FL CHICAGO, IL 60622-1342	
14-31-425-044-0000	1614	GORDON MEYER 1614 N WOLCOTT AVE CHICAGO, IL 60622-1322	1614 N WOLCOTT AVE CHICAGO, IL 60622-1322	GORDON MEYER 1614 N WOLCOTT AVE CHICAGO, IL 60622-1322	
14-31-425-045-0000	1614	H M & A V PASSMAN 1612 N WOLCOTT CHICAGO, IL 60622-1322	1612 N WOLCOTT AVE CHICAGO, IL 60622-1322	H M & A V PASSMAN 1612 N WOLCOTT CHICAGO, IL 60622-1322	
14-31-425-046-0000	1614	MIGUEL A MORALES 1610 N WOLCOTT AV CHICAGO, IL 60622-1324	1610 N WOLCOTT AVE CHICAGO, IL 60622-1324	MIGUEL A MORALES 1610 N WOLCOTT AV CHICAGO, IL 60622-1324	
14-31-425-057-1001	1914 100	1910 1 W NORTH AVE LLC 2850 W FULLERTON AVE CHICAGO, IL 60647-2938	1910 W NORTH AVE CHICAGO, IL 60622-1315	1910 1 W NORTH AVE LLC 2850 W FULLERTON AVE CHICAGO, IL 60647-2938	

14-31-425-057-1002	1911200	BRETT KEESHIN 1910 W NORTH #200 CHICAGO, IL 60622-1315	1910 W NORTH AVE CHICAGO, IL 60622-1315	BRETT KEESHIN 1910 W NORTH #200 CHICAGO, IL 60622-1315	
14-31-425-057-1003	1911300	T M C DYNASTY TRUST 70 W MADISON 4600 CHICAGO, IL 60602-4215	1910 W NORTH AVE CHICAGO, IL 60622-1315	T M C DYNASTY TRUST 70 W MADISON 4600 CHICAGO, IL 60602-4215	
14-31-425-061-1001	19212S	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1002	19212S	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1003	19212N	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1004	19213S	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1005	19213N	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1006	1921G1	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1007	1921G2	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1008	1921G3	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1009	1921G4	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	
14-31-425-061-1010	1921G5	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	1920 W NORTH AVE CHICAGO, IL 60622-1565	BUCKTOWNWICKER PARK LLC 1701 E WOODFIELD RD327 SCHAUMBURG, IL 60173-5128	

14-31-500-001-0000	1875	, 00000-0000 To update your mailing information click here.	1875 N WESTERN AVE CHICAGO, IL 60647-4329	1875 N WESTERN AVE CHICAGO, IL 60647-4329	CURRENT OWNER
17-06-105-002-0000	156	BICKERDIKE REDEV CORP 2550 W NORTH AV CHICAGO, IL 60647-5216	1569 N HOYNE AVE CHICAGO, IL 60622-1872	BICKERDIKE REDEV CORP 2550 W NORTH AV CHICAGO, IL 60647-5216	
17-06-105-014-0000	202	2025 NORTH AVE LOAN LL 55 E JACKSON STE 500 CHICAGO, IL 60604-4396	2025 W NORTH AVE CHICAGO, IL 60647-5492	2025 NORTH AVE LOAN LL 55 E JACKSON STE 500 CHICAGO, IL 60604-4396	
17-06-105-015-0000	201	2100 NORTH CORP 2100 W NORTH AVE CHICAGO, IL 60647-5416	2019 W NORTH AVE CHICAGO, IL 60647-5413	2100 NORTH CORP 2100 W NORTH AVE CHICAGO, IL 60647-5416	
17-06-105-022-0000	201	DAVID HALPERN 1803 N PAULINA ST CHICAGO, IL 60622-1107	2013 W NORTH AVE CHICAGO, IL 60647-5413	DAVID HALPERN 1803 N PAULINA ST CHICAGO, IL 60622-1107	
17-06-105-023-0000	201	ROBERT GOMEZ 3648 N KEELER CHICAGO, IL 60641-3013	2011 W NORTH AVE CHICAGO, IL 60647-5413	ROBERT GOMEZ 3648 N KEELER CHICAGO, IL 60641-3013	
17-06-105-024-0000	200	LOLAMARRERO ATFREVTRUS 10 BOARDWALK PL PARK RIDGE, IL 60068-2825	2009 W NORTH AVE CHICAGO, IL 60647-5496	LOLAMARRERO ATFREVTRUS 10 BOARDWALK PL PARK RIDGE, IL 60068-2825	
17-06-105-025-0000	200	A W GREEN MANAGEMENT 1410 S CLINTON STREET CHICAGO, IL 60607-5102	2007 W NORTH AVE CHICAGO, IL 60647-5413	A W GREEN MANAGEMENT 1410 S CLINTON STREET CHICAGO, IL 60607-5102	
17-06-105-026-0000	158	PALMER BLACK LLC 1564 N DAMEN AVE#202 CHICAGO, IL 60622-2103	1588 W NORTH AVE CHICAGO, IL 60642-2359	PALMER BLACK LLC 1564 N DAMEN AVE#202 CHICAGO, IL 60622-2103	
17-06-105-027-0000	156	CHOP FOO LLC 317 N RACINE AVE CHICAGO, IL 60607-1224	1560 N DAMEN AVE CHICAGO, IL 60622-1942	CHOP FOO LLC 317 N RACINE AVE CHICAGO, IL 60607-1224	
17-06-105-028-0000	154	PREDATOR LLC 150 N MICHIGAN #3610 CHICAGO, IL 60601-7569	1542 N DAMEN AVE CHICAGO, IL 60622-1942	PREDATOR LLC 150 N MICHIGAN #3610 CHICAGO, IL 60601-7569	
17-06-105-029-0000	154	SLOT ROCKS LLC 150 N MICHIGAN #3610 CHICAGO, IL 60601-7569	1542 N DAMEN AVE CHICAGO, IL 60622-1942	SLOT ROCKS LLC 150 N MICHIGAN #3610 CHICAGO, IL 60601-7569	

17-06-105-035-0000	202		TYLER METCALF 1611 N HERMITAGE #201 CHICAGO, IL 60622-1402	2024 W PIERCE AVE CHICAGO, IL 60622-1946	TYLER METCALF 1611 N HERMITAGE #201 CHICAGO, IL 60622-1402	
17-06-105-039-1001	202		ALICIA WINCKLER 2020 W PIERCE #4 CHICAGO, IL 60622-3085	2020 W PIERCE AVE CHICAGO, IL 60622-3084	ALICIA WINCKLER 2020 W PIERCE #4 CHICAGO, IL 60622-3085	
17-06-105-039-1002	202		J ONEILL & R CAPOTE 2020 W PIERCE #3 CHICAGO, IL 60622-3085	2020 W PIERCE AVE CHICAGO, IL 60622-3084	J ONEILL & R CAPOTE 2020 W PIERCE #3 CHICAGO, IL 60622-3085	
17-06-105-039-1003	202		RAGHAVEND & SWATHI NAR 2020 W PIERCE AVE #2 CHICAGO, IL 60622-3085	2020 W PIERCE AVE CHICAGO, IL 60622-3084	RAGHAVEND & SWATHI NAR 2020 W PIERCE AVE #2 CHICAGO, IL 60622-3085	
17-06-105-039-1004	202		MICHAEL D BENNETT 2020 W PIERCE AVE #1 CHICAGO, IL 60622-3085	2020 W PIERCE AVE CHICAGO, IL 60622-3084	MICHAEL D BENNETT 2020 W PIERCE AVE #1 CHICAGO, IL 60622-3085	
17-06-105-039-1005	202		TIM YIN 715 SUTTON DR WALNUT CREEK, CA 94598-	2020 W PIERCE AVE CHICAGO, IL 60622-3084	TIM YIN 715 SUTTON DR WALNUT CREEK, CA 94598-	
17-06-105-039-1006	202		PETER V BOND 2020 W PIERCE AVE#5 CHICAGO, IL 60622-3085	2020 W PIERCE AVE CHICAGO, IL 60622-3084	PETER V BOND 2020 W PIERCE AVE#5 CHICAGO, IL 60622-3085	
17-06-105-039-1007	202		THEODORE WRZESINSKI 2034 N OAKLEY CHICAGO, IL 60647-4165	2020 W PIERCE AVE CHICAGO, IL 60622-3084	THEODORE WRZESINSKI 2034 N OAKLEY CHICAGO, IL 60647-4165	
17-06-105-039-1008	202		JOHN BLOUGH 2020 W PIERCE AV #7 CHICAGO, IL 60622-3085	2020 W PIERCE AVE CHICAGO, IL 60622-3084	JOHN BLOUGH 2020 W PIERCE AV #7 CHICAGO, IL 60622-3085	
17-06-105-041-0000	158		, 00000-0000 To update your mailing information click here.	1588 N DAMEN AVE CHICAGO, IL 60622-1942	CURRENT OWNER 1588 N DAMEN AVE CHICAGO, IL 60622-1942	
17-06-107-011-0000	202		LEIGH J BALLENG 2023 W PIERCE AVE CHICAGO, IL 60622-1947	2023 W PIERCE AVE CHICAGO, IL 60622-1947	LEIGH J BALLENG 2023 W PIERCE AVE CHICAGO, IL 60622-1947	
17-06-107-020-0000	153		, 00000-0000 To update your mailing information click here.	1530 N DAMEN AVE CHICAGO, IL 60622-1905	CURRENT OWNER 1530 N DAMEN AVE CHICAGO, IL 60622-1905	

17-06-107-027-0000	2018	IAN MOODIE 2018 W LE MOYNE ST#3E CHICAGO, IL 60622-1943	2018 W LE MOYNE ST CHICAGO, IL 60622-1943	IAN MOODIE 2018 W LE MOYNE ST#3E CHICAGO, IL 60622-1943	
17-06-107-028-0000	2021	NOMIDA LLC 2018 W LEMOYNE ST CHICAGO, IL 60622-1943	2024 W LE MOYNE ST CHICAGO, IL 60622-1943	NOMIDA LLC 2018 W LEMOYNE ST CHICAGO, IL 60622-1943	
17-06-107-032-0000	1511	MAGIC CARPET LLC 150 N MICHIGAN AV 3610 CHICAGO, IL 60601-7569	1510 N DAMEN AVE CHICAGO, IL 60622-1905	MAGIC CARPET LLC 150 N MICHIGAN AV 3610 CHICAGO, IL 60601-7569	
17-06-107-033-1001	2021	MATTHEW J DEVOR 2027 W PIERCE AVE #1E CHICAGO, IL 60622-1912	2029 W PIERCE AVE CHICAGO, IL 60622-1948	MATTHEW J DEVOR 2027 W PIERCE AVE #1E CHICAGO, IL 60622-1912	
17-06-107-033-1002	2021	CHRISTOPHER J SCHWERIN 2029 W PIERCE AVE 2E CHICAGO, IL 60622-1948	2029 W PIERCE AVE CHICAGO, IL 60622-1948	CHRISTOPHER J SCHWERIN 2029 W PIERCE AVE 2E CHICAGO, IL 60622-1948	
17-06-107-033-1003	2021	ANN BREGMAN 2029 W PIERCE AVE 3E CHICAGO, IL 60622-1948	2029 W PIERCE AVE CHICAGO, IL 60622-1948	ANN BREGMAN 2029 W PIERCE AVE 3E CHICAGO, IL 60622-1948	
17-06-107-033-1004	2021	RITA CZEREPKOWSKI 2029 W PIERCE 4E CHICAGO, IL 60622-1948	2029 W PIERCE AVE CHICAGO, IL 60622-1948	RITA CZEREPKOWSKI 2029 W PIERCE 4E CHICAGO, IL 60622-1948	
17-06-107-033-1005	2021	MATTHEW BUCCINO 239 TAYLOR GLEN ELLYN, IL 60137-5273	2029 W PIERCE AVE CHICAGO, IL 60622-1948	MATTHEW BUCCINO 239 TAYLOR GLEN ELLYN, IL 60137-5273	
17-06-107-033-1006	2021	JEANNE HEFFRON 2029 W PIERCE AVE #2W CHICAGO, IL 60622-1948	2029 W PIERCE AVE CHICAGO, IL 60622-1948	JEANNE HEFFRON 2029 W PIERCE AVE #2W CHICAGO, IL 60622-1948	
17-06-107-033-1007	2021	JAMES P KIBBE 2029 W PIERCE 3W CHICAGO, IL 60622-1948	2029 W PIERCE AVE CHICAGO, IL 60622-1948	JAMES P KIBBE 2029 W PIERCE 3W CHICAGO, IL 60622-1948	
17-06-107-033-1008	2021	MIECZYSLAW WIATER 2029 W PIERCE AVE CHICAGO, IL 60622-1948	2029 W PIERCE AVE CHICAGO, IL 60622-1948	MIECZYSLAW WIATER 2029 W PIERCE AVE CHICAGO, IL 60622-1948	
17-06-107-040-1001	2018	M & H DONAHUE 703 MADISON MONTICELLO, IL 61856-2235	2019 W PIERCE AVE CHICAGO, IL 60622-8574	M & H DONAHUE 703 MADISON MONTICELLO, IL 61856-2235	

17-06-107-040-1002	2019	MATTHEW S SATTEL 2019 W PIERCE UNIT 2 CHICAGO, IL 60622-8574	2019 W PIERCE AVE CHICAGO, IL 60622-8574	MATTHEW S SATTEL 2019 W PIERCE UNIT 2 CHICAGO, IL 60622-8574
17-06-107-040-1003	2019	KEITH LITWIN 2019 W PIERCE AVE 3 CHICAGO, IL 60622-8574	2019 W PIERCE AVE CHICAGO, IL 60622-8574	KEITH LITWIN 2019 W PIERCE AVE 3 CHICAGO, IL 60622-8574
17-06-107-040-1004	2019	MICHAEL J BELLISARIO 2019 W PIERCE AVE#4 CHICAGO, IL 60622-8571	2019 W PIERCE AVE CHICAGO, IL 60622-8574	MICHAEL J BELLISARIO 2019 W PIERCE AVE#4 CHICAGO, IL 60622-8571
17-06-200-001-0000	156	FLAT IRON ART BUILDING 40 E OAK ST CHICAGO, IL 60611-1229	1567 N MILWAUKEE AVE CHICAGO, IL 60622-2009	FLAT IRON ART BUILDING 40 E OAK ST CHICAGO, IL 60611-1229
17-06-200-002-0000	156	CONSTANTINE D MARKELLO 1532 W SUPERIOR ST 2R CHICAGO, IL 60642-5640	1563 N MILWAUKEE AVE CHICAGO, IL 60622-2755	CONSTANTINE D MARKELLO 1532 W SUPERIOR ST 2R CHICAGO, IL 60642-5640
17-06-200-003-0000	156	NICHOLAS MURRAY 1561 N MILWAUKEE CHICAGO, IL 60622-2009	1561 N MILWAUKEE AVE CHICAGO, IL 60622-2009	NICHOLAS MURRAY 1561 N MILWAUKEE CHICAGO, IL 60622-2009
17-06-200-004-0000	155	KHOSRO BEIK 1756 W NEWPORT AVE CHICAGO, IL 60657-1011	1559 N MILWAUKEE AVE CHICAGO, IL 60622-2009	KHOSRO BEIK 1756 W NEWPORT AVE CHICAGO, IL 60657-1011
17-06-200-005-0000	155	1555 MILWAUKEE LLC 2000 N RACINE AVE 4400 CHICAGO, IL 60614-4045	1557 N MILWAUKEE AVE CHICAGO, IL 60622-2009	1555 MILWAUKEE LLC 2000 N RACINE AVE 4400 CHICAGO, IL 60614-4045
17-06-200-006-0000	155	JIN CHAO WANG 634 LAMON WILMETTE, IL 60091-2016	1553 N MILWAUKEE AVE CHICAGO, IL 60622-2009	JIN CHAO WANG 634 LAMON WILMETTE, IL 60091-2016
17-06-200-007-0000	155	JIN CHAO WANG 634 LAMON AVE WILMETTE, IL 60091-2016	1551 N MILWAUKEE AVE CHICAGO, IL 60622-2009	JIN CHAO WANG 634 LAMON AVE WILMETTE, IL 60091-2016
17-06-200-008-0000	154	MILWAUKEE LOFTS LLC 1549 N MILWAUKEE AVE CHICAGO, IL 60622-2009	1549 N MILWAUKEE AVE CHICAGO, IL 60622-2009	MILWAUKEE LOFTS LLC 1549 N MILWAUKEE AVE CHICAGO, IL 60622-2009
17-06-200-025-0000	192	RESCO 8 REALTY LLC 2723 N MILDRED AV CHICAGO, IL 60614-1417	1927 W NORTH AVE CHICAGO, IL 60622-1316	RESCO 8 REALTY LLC 2723 N MILDRED AV CHICAGO, IL 60614-1417



17-06-200-026-0000	192		HARDSCAPE PARTNERS PO BOX 30263 CHICAGO, IL 60630-0263	1921 W NORTH AVE CHICAGO, IL 60622-1351	HARDSCAPE PARTNERS PO BOX 30263 CHICAGO, IL 60630-0263	
17-06-200-058-0000	153	G	DEBORAH FRANK 1530 N ELK GROVE #G CHICAGO, IL 60622-2058	1532 N ELK GROVE AVE CHICAGO, IL 60622-2004	DEBORAH FRANK 1530 N ELK GROVE #G CHICAGO, IL 60622-2058	
17-06-200-059-0000	153	H	WILLIAM BRANDT 1530 N ELK GROVE AVE#H CHICAGO, IL 60622-2059	1532 N ELK GROVE AVE CHICAGO, IL 60622-2004	WILLIAM BRANDT 1530 N ELK GROVE AVE#H CHICAGO, IL 60622-2059	
17-06-200-060-0000	153	I	HARLEY ESPOSITO 1530 N ELK GRV AVE #I CHICAGO, IL 60622-2059	1530 N ELK GROVE AVE CHICAGO, IL 60622-2057	HARLEY ESPOSITO 1530 N ELK GRV AVE #I CHICAGO, IL 60622-2059	
17-06-207-003-0000	156		RENEE GREENMAN 4056 WEST LEE SKOKIE, IL 60076-2145	1566 N MILWAUKEE AVE CHICAGO, IL 60622-2008	RENEE GREENMAN 4056 WEST LEE SKOKIE, IL 60076-2145	
17-06-207-004-0000	156		P G POULOS 1960 N WESTERN CHICAGO, IL 60647-4332	1564 N MILWAUKEE AVE CHICAGO, IL 60622-2008	P G POULOS 1960 N WESTERN CHICAGO, IL 60647-4332	
17-06-207-005-0000	156		P G POULOS 1960 N WESTERN CHICAGO, IL 60647-4332	1562 N MILWAUKEE AVE CHICAGO, IL 60622-2008	P G POULOS 1960 N WESTERN CHICAGO, IL 60647-4332	
17-06-207-006-0000	156		MICHAEL FORTUNA 1339 N OAKLEY BLVD CHICAGO, IL 60622-3049	1560 N MILWAUKEE AVE CHICAGO, IL 60622-2030	MICHAEL FORTUNA 1339 N OAKLEY BLVD CHICAGO, IL 60622-3049	
17-06-207-007-0000	155		A W GREEN MANAGEMENT 1410 S CLINTON ST CHICAGO, IL 60607-5102	1558 N MILWAUKEE AVE CHICAGO, IL 60622-2008	A W GREEN MANAGEMENT 1410 S CLINTON ST CHICAGO, IL 60607-5102	
17-06-207-009-0000	155		KENNETH T LUBINSKI 1550 N MILWAUKEE AVE CHICAGO, IL 60622-2008	1550 N MILWAUKEE AVE CHICAGO, IL 60622-2008	KENNETH T LUBINSKI 1550 N MILWAUKEE AVE CHICAGO, IL 60622-2008	
17-06-207-019-0000	153		CATHERINE CARAVETTE 1537 N DAMEN AV CHICAGO, IL 60622-1906	1531 N DAMEN AVE CHICAGO, IL 60622-1906	CATHERINE CARAVETTE 1537 N DAMEN AV CHICAGO, IL 60622-1906	
17-06-207-020-0000	153		CATHERINE CARAVETTE 1537 N DAMEN CHICAGO, IL 60622-1906	1539 N WICKER PARK AVE CHICAGO, IL 60622-1980	CATHERINE CARAVETTE 1537 N DAMEN CHICAGO, IL 60622-1906	

17-06-207-022-0000	152	WICKER PARK RENAISSANCE 2001 CHURCHILL ST CHICAGO, IL 60647-5503	1527 N WICKER PARK AVE CHICAGO, IL 60622-1996	WICKER PARK RENAISSANCE 2001 CHURCHILL ST CHICAGO, IL 60647-5503	
17-06-207-024-0000	151	CHICAGO TITLE LAND TRU 1519 N WICKER PARK AVE CHICAGO, IL 60622-1919	1519 N WICKER PARK AVE CHICAGO, IL 60622-1919	CHICAGO TITLE LAND TRU 1519 N WICKER PARK AVE CHICAGO, IL 60622-1919	
17-06-207-025-0000	151	CTLTC 8002375350 1515 N WICKER PARK AVE CHICAGO, IL 60622-1919	1515 N WICKER PARK AVE CHICAGO, IL 60622-1919	CTLTC 8002375350 1515 N WICKER PARK AVE CHICAGO, IL 60622-1919	
17-06-207-029-1001	153	PRESTON MENG 15444 HEALTH CIRCLE WESTFIELD, IN 46074-9746	1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	PRESTON MENG 15444 HEALTH CIRCLE WESTFIELD, IN 46074-9746	
17-06-207-029-1002	153	MARCUS LAWLOR 1535 N WICKER PK AV 1 CHICAGO, IL 60622-1919	1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	MARCUS LAWLOR 1535 N WICKER PK AV 1 CHICAGO, IL 60622-1919	
17-06-207-029-1003	153	LEIGH ANN LILLY 1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	LEIGH ANN LILLY 1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	
17-06-207-029-1004	153	JEFF GROSS 9533 TARTAN RIDGE CT DUBLIN, OH 43017-8929	1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	JEFF GROSS 9533 TARTAN RIDGE CT DUBLIN, OH 43017-8929	
17-06-207-029-1005	153	J KNAUFF & M SHAH 1539N WICKER PK GW CHICAGO, IL 60622-1980	1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	J KNAUFF & M SHAH 1539N WICKER PK GW CHICAGO, IL 60622-1980	
17-06-207-029-1006	153	ELIZABETH A WALTERS 1539 N WICKER PARK AVE CHICAGO, IL 60622-1980	1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	ELIZABETH A WALTERS 1539 N WICKER PARK AVE CHICAGO, IL 60622-1980	
17-06-207-029-1007	153	LUKE HARDING 1539 N WICKER PARK AVE CHICAGO, IL 60622-1980	1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	LUKE HARDING 1539 N WICKER PARK AVE CHICAGO, IL 60622-1980	
17-06-207-029-1008	153	WENDY ROARK 1539 N WICKER PARK#3N CHICAGO, IL 60622-1980	1535 N WICKER PARK AVE CHICAGO, IL 60622-1919	WENDY ROARK 1539 N WICKER PARK#3N CHICAGO, IL 60622-1980	
17-06-207-032-1001	152	TANYA KLINKHACHORN 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	TANYA KLINKHACHORN 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	

17-06-207-032-1002	152		ERIC T MITZENMACHER 1700 KALORAMA RD NW/202 WASHINGTON, DC 20009-3509	1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	ERIC T MITZENMACHER 1700 KALORAMA RD NW/202 WASHINGTON, DC 20009-3509	
17-06-207-032-1003	152	2	LEE LATIMER 56 SHERIDAN RD OAKLAND, CA 94618-2529	1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	LEE LATIMER 56 SHERIDAN RD OAKLAND, CA 94618-2529	
17-06-207-032-1004	152	3	MICHAEL G COOPER 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	MICHAEL G COOPER 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	
17-06-207-032-1005	152	G	STUART CHASEMAN 1525 N WICKER PK CHICAGO, IL 60622-1921	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	STUART CHASEMAN 1525 N WICKER PK CHICAGO, IL 60622-1921	
17-06-207-032-1006	152	1	ERIK GUTMAN 1525 N WICKER PK AV #1 CHICAGO, IL 60622-1921	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	ERIK GUTMAN 1525 N WICKER PK AV #1 CHICAGO, IL 60622-1921	
17-06-207-032-1007	152	2	1925WP 2 LLC 625 S MITCHELL AV ELMHURST, IL 60126-4367	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	1925WP 2 LLC 625 S MITCHELL AV ELMHURST, IL 60126-4367	
17-06-207-032-1008	152	3	MICHAEL R MAHONEY 1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	MICHAEL R MAHONEY 1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	
17-06-207-032-1009	152	P-1	ERIK GUTMAN 1525 N WICKER PK AV #1 CHICAGO, IL 60622-1921	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	ERIK GUTMAN 1525 N WICKER PK AV #1 CHICAGO, IL 60622-1921	
17-06-207-032-1010	152	P-2	TANYA KLINKHACHORN 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	TANYA KLINKHACHORN 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	
17-06-207-032-1011	152	P-3	STUART CHASEMAN 1525 N WICKER PK CHICAGO, IL 60622-1921	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	STUART CHASEMAN 1525 N WICKER PK CHICAGO, IL 60622-1921	
17-06-207-032-1012	152	P-4	1925WP 2 LLC 625 S MITCHELL AV ELMHURST, IL 60126-4367	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	1925WP 2 LLC 625 S MITCHELL AV ELMHURST, IL 60126-4367	
17-06-207-032-1013	152	P-5	MICHAEL R MAHONEY 1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	MICHAEL R MAHONEY 1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	

17-06-207-032-1014	1524 P-6	MICHAEL R MAHONEY 1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	MICHAEL R MAHONEY 1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	
17-06-207-032-1015	1524 P-7	ERIC T MITZENMACHER 1700 KALORAMA RD NW202 WASHINGTON, DC 20009-3509	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	ERIC T MITZENMACHER 1700 KALORAMA RD NW202 WASHINGTON, DC 20009-3509	
17-06-207-032-1016	1524 P-8	MICHAEL G COOPER 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	MICHAEL G COOPER 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	
17-06-207-032-1017	1524 P-9	MICHAEL G COOPER 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	MICHAEL G COOPER 1523 N WICKER PARK AVE CHICAGO, IL 60622-8572	
17-06-207-032-1018	1524 P-10	1925WP 2 LLC 625 S MITCHELL AV ELMHURST, IL 60126-4367	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	1925WP 2 LLC 625 S MITCHELL AV ELMHURST, IL 60126-4367	
17-06-207-032-1019	1524 P-11	LEE LATIMER 56 SHERIDAN RD OAKLAND, CA 94618-2529	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	LEE LATIMER 56 SHERIDAN RD OAKLAND, CA 94618-2529	
17-06-207-032-1020	1524 P-12	LEE LATIMER 56 SHERIDAN RD OAKLAND, CA 94618-2529	1525 N WICKER PARK AVE CHICAGO, IL 60622-1921	LEE LATIMER 56 SHERIDAN RD OAKLAND, CA 94618-2529	
17-06-207-033-0000	1554	M3P HOLDINGS LLC 1517 W HADDON CHICAGO, IL 60642-3961	1554 N MILWAUKEE AVE CHICAGO, IL 60622-2008	M3P HOLDINGS LLC 1517 W HADDON CHICAGO, IL 60642-3961	
17-06-207-034-0000	1554	M3P HOLDINGS PEAK PROP 2815 W ROSCOE ST CHICAGO, IL 60618-5819	1552 N MILWAUKEE AVE CHICAGO, IL 60622-2284	M3P HOLDINGS PEAK PROP 2815 W ROSCOE ST CHICAGO, IL 60618-5819	
17-06-212-001-0000	1800 W	, 00000-0000 To update your mailing information click here.	1800 W SCHILLER ST CHICAGO, IL 00000-0000	CURRENT OWNER 1800 W SCHILLER ST CHICAGO, IL 60622	
17-06-500-002-0000	2004	, 00000-0000 To update your mailing information click here.	2009 W NORTH AVE CHICAGO, IL 60647-5496	CURRENT OWNER 2009 W NORTH AVE CHICAGO, IL 60647-5496	
17-06-500-041-0000	1324	, 00000-0000 To update your mailing information click here.	1325 N WOOD ST CHICAGO, IL 60622-3204	CURRENT OWNER 1325 N WOOD ST CHICAGO, IL 60622-3204	

17-06-500-071-0000	202	, 00000-0000 To update your mailing information click here.	2023 W NORTH AVE CHICAGO, IL 60647-5413	CURRENT OWNER 2023 W NORTH AVE CHICAGO, IL 60647-5413	
14-31-500-038-0000	0	NO PROPERTY FOUND	NO PROPERTY FOUND	NO PROPERTY FOUND	
14-31-500-040-0000	0	NO PROPERTY FOUND	NO PROPERTY FOUND	NO PROPERTY FOUND	
17-06-500-005-0000	0	NO PROPERTY FOUND	NO PROPERTY FOUND	NO PROPERTY FOUND	

# EXHIBIT 2

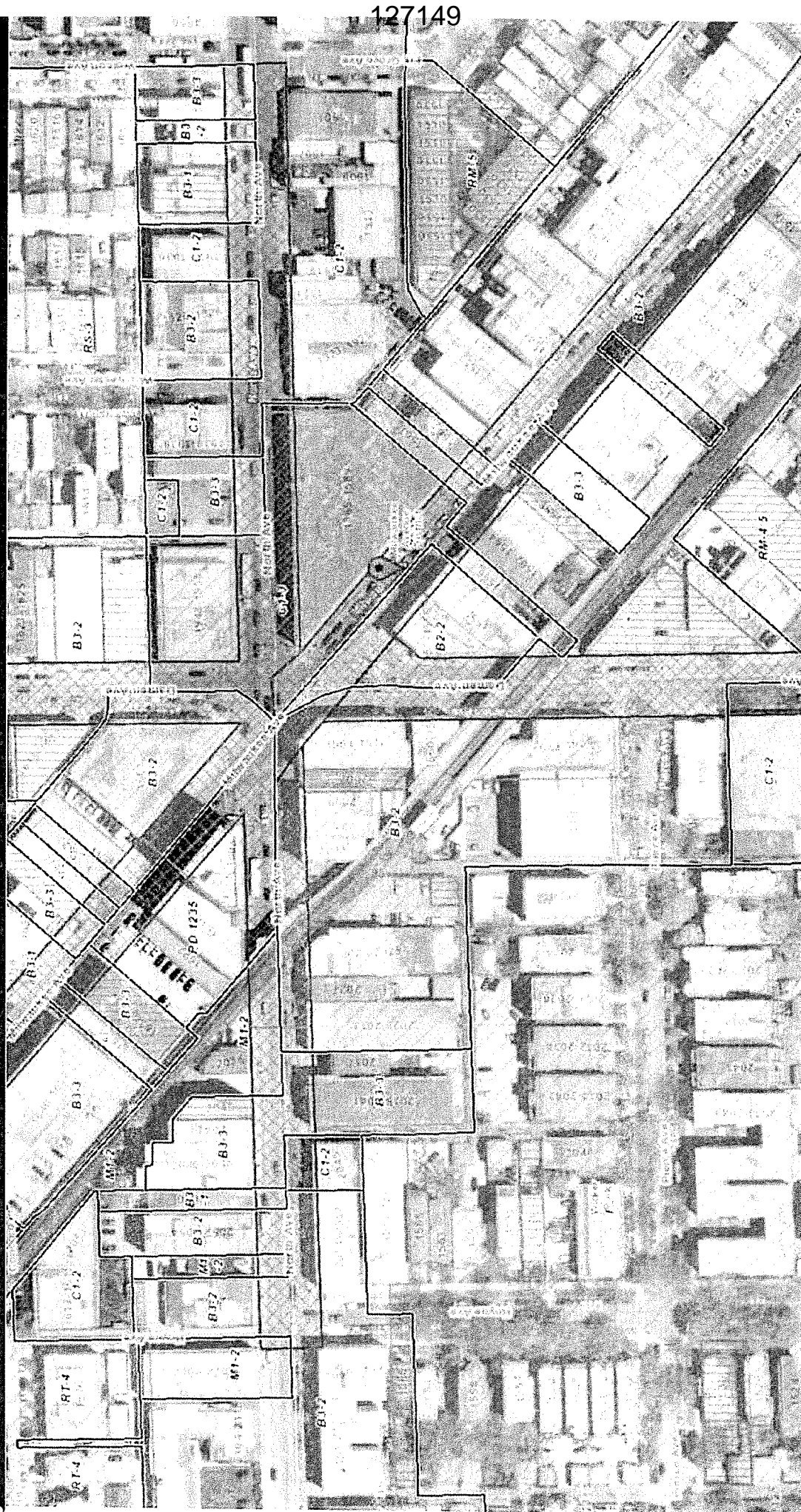


EXHIBIT 2

# EXHIBIT 3



## Order for Possession

**DUPLICATE ORIGINAL**  
 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
 MUNICIPAL DEPARTMENT 1ST DISTRICT

(3/26/12) CCM

1572 N. Milwaukee Ave. Bldg. Corp.  
 Plaintiff(s)

Double Door Liquors, Inc.  
 Defendant(s)

No. 2015-MJ-722312

## ORDER FOR POSSESSION ONLY

This cause coming on to be heard upon the complaint of the Plaintiff(s), 1572 N. Milwaukee Ave. Bldg. Corp. and the issues thereof having been heard and determined by the Court (court) (Jury) and said Court (court) (Jury) having found that the Plaintiff(s) 1572 N. Milwaukee Ave. Bldg. Corp. is/are entitled to the possession of the premises described herein.

## IT IS THEREFORE ORDERED AND ADJUDGED:

1. That the Plaintiff(s) have and recover of and from the Defendant(s), Double Door Liquors, Inc. and unknown occupants the possession of the following described premises:  
 Name: Double Door Liquors  
 Address: 1572 N. Milwaukee Ave.  
 Floor - Apt No. \_\_\_\_\_  
 City - State - Zip: Chicago, IL 60622
  2. That the Plaintiff(s) have and recover of and from the Defendant(s), the sum of \$0 dollars and costs.
  3. Enforcement of this judgment is stayed until December 31, 2016 (date)
- I hereby certify the above to be correct.

Dated: \_\_\_\_\_

(Seal of Clerk of Circuit Court)

Clerk of the Circuit Court of Cook County, Illinois

Atty. No.: 41832

Atty. Name: KATHA MARLIN ROSENMAN LLP

Atty. for Plaintiff (or) Pro Se Plaintiff:

1572 N. Milwaukee Ave. Bldg. Corp.

Address: 525 W. Monroe St.

City/State/Zip: Chicago, IL 60661

Telephone: 312-702-5200

This order is the command of the Circuit Court and violation thereof is subject to the penalty of law.

Entered  
 Circuit Court  
 2016

Dated: 1897

Judge

Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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# EXHIBIT 4

# **LO VERDE**

Reporting Service

CITY COUNCIL OF CHICAGO  
COMMITTEE ON ZONING,  
LANDMARKS and BUILDING STANDARDS

IN RE: )  
 )  
ALDERMANIC NO. A-8221 ) EXCERPT OF PROCEEDINGS  
 )  
1st WARD )

PRESENT:

ALDERMAN DANIEL S. SOLIS, CHAIRMAN (25)  
ALDERMAN JAMES CAPPLEMAN, VICE-CHAIRMAN (46)  
ALDERMAN PROCO JOE MORENO (1)  
ALDERMAN RAYMOND LOPEZ (15)  
ALDERMAN MATTHEW J. O'SHEA (19)  
ALDERMAN WILLIAM BURNETT (27)  
ALDERMAN MARGARET LAURINO (39)  
ALDERMAN BRENDAN REILLY (42)  
ALDERMAN THOMAS TUNNEY (44)  
ALDERMAN AMEYA PAWAR (47)

ALSO PRESENT:

MS. PATRICIA A. SCUDIERO  
Managing Deputy Commissioner and  
Zoning Administrator  
Department of Housing and Economic Development

SEPTEMBER 11, 2017  
10:00 A.M.  
COUNCIL CHAMBERS  
CITY HALL

LO VERDE REPORTING SERVICE (773) 238-0236

A059

1 (Whereupon, the following is an  
2 excerpt of proceedings  
3 commencing at 12:33 p.m.:)

4 CHAIRMAN SOLIS: Next we go to the deferred  
5 agenda. First item, Item Number Aldermanic A-8221 in  
6 the 1st Ward. This ordinance was referred 4-13-16.  
7 The common address is 1570-1572 North Milwaukee  
8 Avenue; 1551-1559 North Damen Avenue. Change request  
9 is a B3-2 Community Shopping District to a B1-1  
10 Neighborhood Shopping District. Counsel.

11 It's aldermanic. Alderman Moreno. I'm  
12 sorry.

13 ALDERMAN MORENO: We have witnesses.

14 ZONING ADMINISTRATOR SCUDIERO: Mr. Chairman.

15 CHAIRMAN SOLIS: I have one, two, three  
16 witnesses.

17 ZONING ADMINISTRATOR SCUDIERO: Mr.  
18 Chairman, do the amendment. Mr. Chairman, I would  
19 suggest for the record that there is an amendment --  
20 an amended ordinance. So if you could put the  
21 amended ordinance on the record, that is the one you  
22 are considering today.

1 ALDERMAN BURNETT: So move.

2 CHAIRMAN SOLIS: Alderman Burnett moves do  
3 pass on the substitute. All those in favor signify  
4 by saying aye.

5 (Chorus of ayes.)

6 CHAIRMAN SOLIS: All those opposed.

7 (No audible response.)

8 CHAIRMAN SOLIS: Substitute is passed.

9 We have four witnesses: Mr. Brian J.  
10 Strauss, Mr. Conor Strauss, Mr. Jackson Strauss and  
11 Mr. James McKay. Mr. Strauss, Brian, you will be  
12 first. Conor, you will be second. Jackson, you will  
13 be third. And, Mr. McKay, you will be fourth. Three  
14 minutes. Brian.

15 MR. BRIAN STRAUSS: Good morning. This is  
16 to the zoning board and specifically Alderman Solis.  
17 I thank you for this opportunity to reply to the  
18 amended proposed downzoning. This is the third  
19 downzoning that Alderman Moreno has proposed. And  
20 although it is less outrageous than the original B1-1  
21 proposal and a second proposal of an RS-3 Residential  
22 Three-Story (Detached House), it's still down. And I

1 stress down.

2 Alderman Moreno has only proposed the  
3 current B2-2 zoning after a federal lawsuit was  
4 introduced. This is evidence of consciousness of  
5 guilt on his part. In a meeting that I had with  
6 zoning attorney James Banks, I was told by him that  
7 Alderman Moreno can't do this and that this is a  
8 classic spot zoning. All of the properties adjacent  
9 on the block are B3-2 or higher. Mr. Banks informed  
10 me that aldermen could do this, but he would lose in  
11 a lawsuit.

12 I ask you: Who in the community has  
13 called for this downzoning to be performed? In fact,  
14 the building has had the same zoning since 1974 and  
15 no alderman prior to Alderman Moreno has attempted to  
16 change it.

17 In February of this year, Alderman  
18 Solis, I first met you, along with Commissioner  
19 Reifman and Claudia Chavez and many others that were  
20 present at the City Hall meeting on the 10th floor as  
21 I was ordered to attend by Alderman Moreno. And I  
22 sat across from you and the rest of the city

1 representatives. And I watched you physically roll  
2 your eyes on multiple occasions as Alderman Moreno  
3 threatened me and made my -- and me and my family  
4 from not making a penny off my property and not being  
5 able to put a tenant into the property for two to  
6 five years. You, Alderman Solis, as well as Reifman,  
7 Mr. Reifman and Mrs. Chavez are fine, respectable  
8 people who I look into your eyes and you did not want  
9 to be at that meeting because you knew it was wrong.  
10 In fact, Mr. Reifman who when asked why the B1-1  
11 proposed downzoning existed, said we are not here to  
12 talk about the proposed downzoning.

13 Then I ask you, Mr. Solis, why were you  
14 there? Mr. -- My alderman where I live is Alderman  
15 Napolitano. He was ordered not to attend. And when  
16 my counsel and I asked why we were there, city  
17 officials attempted to broker a deal and sell my  
18 property or lease it back to -- my property to the  
19 previous tenants that a week before were legally  
20 evicted out of my property by a Cook County Sheriff  
21 and an Honorable Judge Orville Hambright, a Cook  
22 County judge who ruled in my family's favor to evict

1 Double Door. All this matter was not allowed to be  
2 discussed by Mr. Reifman.

3           Instead I was asked to sell my property  
4 in an installment plan to my then evicted tenant  
5 Double Door for several million dollars less of a  
6 value of my property's worth. Since then, my  
7 property has had several offers for millions of  
8 dollars more. Both contracts were tortuously  
9 interfered with by Alderman Moreno due to proposed  
10 downzonings. All of this I can prove via text,  
11 e-mails and depositions from past potential  
12 purchasers as well as their brokers.

13           I still am amazed that that meeting took  
14 place and that a brokered conversation was being  
15 performed by city representatives, all of whom I had  
16 not hired, by me or my family. Since then, I have  
17 learned that there are strict guidelines and rules  
18 regarding real estate transactions and the legality  
19 behind hired broker's commissions versus city  
20 representatives who were imitating brokers and trying  
21 to allow evicted past tenants to return to my  
22 property.



1 CHAIRMAN SOLIS: Are you finished, Mr.  
2 Strauss?

3 MR. BRIAN STRAUSS: I'm almost done. Unless  
4 you want my sons to read, if you'd like. I mean, I'm  
5 almost finished. I apologize. Thank you for  
6 allowing me to finish.

7 Then and now this amazes me. But I ask  
8 you, Mr. Solis, because I believe in your heart you  
9 are a good man. Remove this downzoning nonsense for  
10 you would not want this to happen to anyone in your  
11 family. Alderman Moreno created all of this. I only  
12 wish to sell or lease my property for my family's  
13 future. My father bought the Double Door 40 years  
14 ago. And almost 25 years ago I took over the daily  
15 operations. Please look at me one more time and do  
16 the right thing. I do not want --

17 CHAIRMAN SOLIS: Thank you, sir.

18 MR. BRIAN STRAUSS: -- to do a federal  
19 lawsuit.

20 All right. You finish.

21 CHAIRMAN SOLIS: Thank you. Conor.

22 MR. CONOR STRAUSS: I do not want anything

1 to do with federal lawsuits, but this downzoning has  
2 forced my hand.

3 Leave my zoning alone and allow me to  
4 lease or sell my property for the best and most use  
5 it is worth. Alderman Moreno is only merely upset  
6 that his pals at the Double Door were evicted. This  
7 is a personal tenant landlord matter, not one for  
8 city representatives. Yet he put himself in this  
9 position. This is strictly an act of revenge. I am  
10 willing to shake hands and walk out of here and drop  
11 this federal lawsuit if you can merely remove this  
12 nonsense. I ask you if I had allowed Double Door to  
13 stay, would my property have been downzoned? The  
14 answer is no. A tavern cannot even exist under a  
15 B2-2 zoning. I realize that my attorney Mr. Jack  
16 George says that a B2-2 is not that much different  
17 from B3-2. But then why did the purchasers terminate  
18 their contracts that were contingent on a B3-2  
19 zoning? The uses are far less. And, more  
20 importantly, the value is far less.

21 I will fight with this federal lawsuit  
22 to the very end if need be. I will never quit. But

1 I do not wish for any of this. This is all brought  
2 on by Alderman Moreno and the zoning board's turning  
3 a blind eye to all of this. I realize you will most  
4 likely pass this vote and then City Council will pass  
5 it next October. But in the end, you will have been  
6 correct, Alderman Solis. This downzoning has lawsuit  
7 all over it. I know my family will win and we will  
8 fight for our civil rights and our rights under the  
9 5th and 14th Amendments. People will get deposed and  
10 stories will get published. I just want to have the  
11 right to sell or lease my property for the best and  
12 highest use for my family.

13 I hope that you all will not support  
14 this vindictive action being taken as he has stated  
15 he would do in a public video. I think my family  
16 deserves this.

17 I thank you again for the chance to  
18 speak.

19 CHAIRMAN SOLIS: Thank you.

20 Jackson.

21 MR. JACKSON STRAUSS: I'm all right.

22 CHAIRMAN SOLIS: Mr. McKay.

1 MR. McKAY: Good afternoon, Chairman Solis  
2 and members of the zoning committee. You know,  
3 something interesting just happened. You, and thank  
4 you for doing this, Chairman Solis, you overruled  
5 Mr. Moreno when Moreno was complaining about  
6 Mr. Strauss taking too much time. You overruled him.  
7 And that's important, sir, because you and members of  
8 this committee have the discretion to stop this  
9 nonsense now. Overrule this man. His proposal,  
10 which is the third in a year and a half, is  
11 nothing -- nothing more than spot zoning. Illegal  
12 spot zoning for personal reasons, for vindictive  
13 reasons. And it's certainly irresponsible conduct on  
14 behalf of a city official. Use your discretion, sir,  
15 and all of the members of this committee, and  
16 overrule this ridiculous proposal. The fact that  
17 there's three of them B1-1, RS-3, which is clearly  
18 ridiculous, and now B2-2, suggest all of them are  
19 invalid. And keep this in mind, every building in  
20 that immediate area is B3-2 or higher.

21 Why is this man downzoning this family  
22 man, this Chicago fireman? And the reason is simple.

1 It's personal. Because this man went through the  
2 court system and had his friends from Double Door  
3 evicted. Nobody from the community is asking for  
4 this. This doesn't conform to the actual uses in  
5 this neighborhood. It's -- This is completely out of  
6 character with what's going on in that wonderful  
7 neighborhood. This is a violation of the  
8 Strauss' family -- the Strauss family's civil rights.  
9 Clearly this is downzoning. Clearly this violates  
10 the United States Constitution and the Illinois  
11 Constitution. This is arbitrary and capricious.  
12 Don't be a rubber stamp for this nonsense. Don't  
13 enable this man who is acting irresponsibly on behalf  
14 of the City of Chicago. Stop this nonsense now. He  
15 doesn't want to be in federal court, but he has to be  
16 because Mr. Moreno who is too busy on his cell phone  
17 to listen to this man.

18 Ladies and gentlemen of the zoning  
19 committee, you have an opportunity to do the right  
20 thing. Exercise your integrity. Exercise your  
21 discretion and stop this now.

22 Mr. Solis, this isn't the first time

1 we've met. I was in that meeting last February with  
2 you. You knew then what Moreno was doing was wrong.  
3 You know now what Moreno is doing is wrong. I  
4 beseech all of you, except for Mr. Moreno, of course,  
5 to reject this unconstitutional downzoning proposal  
6 now.

7 Thank you very much.

8 CHAIRMAN SOLIS: Thank you, Mr. McKay.

9 Mr. Blakemore.

10 MR. BLAKEMORE: Yes. On the behalf of good  
11 government, sir, and the concerned citizens of our  
12 great city, I heard about this incident that happened  
13 several months ago. Now I'm getting an opportunity.  
14 The ancestor sent me here. I get the big picture.  
15 I'm appalled to hear what I'm hearing from that  
16 family. And, at the end, if it's a lawsuit, and they  
17 win, that's taxpayer's money.

18 Please go, Honorable Chairman, to the  
19 city attorney and ask them what will be the  
20 consequence of prevailing in a federal suit? What  
21 would be the city lawyer opinion? You have -- you  
22 are not a lawyer. What -- I believe that family will

1 prevail. But -- They will win, but the taxpayers  
2 will have to pay. And we will lose. The citizens of  
3 our city will lose. So try to settle this matter  
4 before it goes into litigation. Defer this item at  
5 this time. I'm not a part of the family. I will not  
6 profit. I won't lose if they sell the property. I'm  
7 neutral. But in good government, defer this item,  
8 try to settle this out of court.

9 Do not say: I'm an alderman. I will  
10 scratch this other alderman's back and we will do --  
11 exchange some type of pay to play going on here. I  
12 help you in your ward, you help me in mine. Stop it.  
13 It goes on every day I come here, rubber stamping.  
14 Stop it. Defer this item.

15 Go to your attorney to see the attorney  
16 as: Will we prevail? What are the chances? Is it  
17 5, 8 or whatever? The litigation? And then what you  
18 all might do is hire -- the city will hire outside  
19 lawyers. That's more money on the taxpayers. So  
20 defer the item. Try to settle this matter with this  
21 family and it's a win situation for the taxpayers.  
22 Maybe it's not a win situation for you aldermen, but

1 for the taxpayers. You work for us.

2 CHAIRMAN SOLIS: Thank you, Mr. Blakemore.

3 MR. BLAKEMORE: Thank you.

4 MR. McKAY: Mr. Solis, Mr. Blakemore --

5 CHAIRMAN SOLIS: Thank you, sir. Are you  
6 finished?

7 MR. McKAY: I just received an e-m-a-i-l  
8 from the corporation council just a few minutes ago.  
9 They want to meet with Mr. Strauss on this matter.

10 Mr. Blakemore objected --

11 ALDERMAN MORENO: Danny, what are you doing?

12 CHAIRMAN SOLIS: Sir, you have already  
13 testified. Alderman Moreno.

14 ALDERMAN MORENO: Is there any questions by  
15 committee members first, Mr. Alderman -- Chairman  
16 Solis?

17 VICE CHAIRMAN CAPPLEMAN: Mr. Chairman.

18 ALDERMAN MORENO: I'll defer.

19 CHAIRMAN SOLIS: Questions by committee  
20 members?

21 VICE CHAIRMAN CAPPLEMAN: Mr. Chairman.

22 CHAIRMAN SOLIS: Alderman Cappleman.



1 VICE CHAIRMAN CAPPLEMAN: I'm not an  
2 attorney and I'm not going to pretend to be one, but  
3 I -- my question is -- do we know if this change in  
4 zoning will have a negative effect on the value on  
5 this property?

6 MR. BRIAN STRAUSS: Yes.

7 CHAIRMAN SOLIS: Are you the attorney?

8 ALDERMAN MORENO: No. No.

9 CHAIRMAN SOLIS: Who are you asking?

10 MR. McKAY: No. Mr. Strauss can answer  
11 this.

12 ALDERMAN MORENO: No. Hold on a second.  
13 Chairman, you are in charge. Not them.

14 CHAIRMAN SOLIS: So who are you asking this?

15 VICE CHAIRMAN CAPPLEMAN: I'm asking his  
16 legal counsel.

17 MR. McKAY: Thank you, sir. Yes. It will  
18 absolutely decrease the value of his property if this  
19 is downzoned from the current zoning of B3-2 down to  
20 B2-2 or B1-1 or RS-3. Whatever Mr. Moreno thinks it  
21 should be, it absolutely is going to decrease the  
22 value of this property by millions of dollars. Yes.

1 VICE CHAIRMAN CAPPLEMAN: Okay. So it's for  
2 that reason I -- I can't support this.

3 MR. MCKAY: Thank you, sir.

4 MR. BRIAN STRAUSS: Thank you, sir. Thank  
5 you very much.

6 CHAIRMAN SOLIS: Other questions or  
7 comments?

8 (No audible response.)

9 CHAIRMAN SOLIS: Alderman Moreno.

10 ALDERMAN MORENO: Thank you. I don't know  
11 who Mr. Moreno is, but I would like to meet him if  
12 you guys want to let me know who that is.

13 Secondly, there are so many things  
14 incorrect and unfactual in the statements. And I  
15 would -- I would echo the Commissioner Reifman's  
16 comments that you should find competent counsel when  
17 it comes to these matters.

18 Lastly, Chairman, I ask do -- I humbly  
19 ask the committee for support. Planning supports and  
20 the law department both support this as a planning  
21 tool. And I know many other aldermen, including  
22 yourself, have done this in other circumstances to

1 get the best for our community and the best for the  
2 owner of the building. So this is not something that  
3 it's outside the purview of this committee, nor the  
4 local alderman, which is me in this case. And,  
5 again, the planning department and the law department  
6 support it. And when they reviewed this so-called  
7 lawsuit and we had private counsel review it as well,  
8 they said it was the most incompetent, frivolous  
9 lawsuit they had ever seen. So with that I ask --  
10 humbly ask do pass. Thank you.

11 I don't know if you want Patti to  
12 comment or not.

13 CHAIRMAN SOLIS: Do you want Patti to  
14 comment?

15 ALDERMAN MORENO: No. Go for a vote.

16 CHAIRMAN SOLIS: What I'm going to do right  
17 now is ask for a recess, five minutes.

18 MR. BRIAN STRAUSS: Thank you, sir.

19 (Break in proceedings from  
20 12:50 p.m. until 12:54 p.m.)

21 CHAIRMAN SOLIS: We had a little bit of a  
22 discussion. I'm back. I spoke to my colleagues and

1 I also spoke to Patti. Patti, I'd like you to make  
2 one -- put some comments on the record and then we  
3 will entertain a vote.

4 ZONING ADMINISTRATOR SCUDIERO: Thank you,  
5 Mr. Chairman. When the matter was initially  
6 introduced, the department instructed that the matter  
7 was not recommended.

8 Since that time, the alderman has worked  
9 with the law department and the department of  
10 planning and development to amend the application to  
11 a B2-2. The B2-2 has a floor area ratio that is  
12 identical to the current zoning on the property of a  
13 B3-2, which is no loss of floor area. Therefore  
14 development of that with floor area -- in terms of  
15 floor area ratio is identical, and for that reason  
16 the department supports the application.

17 CHAIRMAN SOLIS: Thank you, Patti.

18 Other questions or comments by committee  
19 members?

20 (No audible response.)

21 CHAIRMAN SOLIS: If not, I will entertain a  
22 motion do pass.

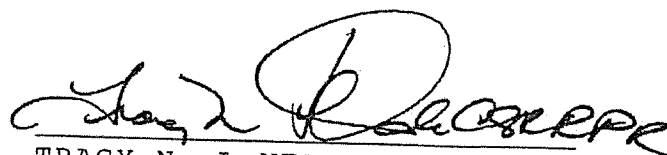
1 ALDERMAN MORENO: So move.  
2 CHAIRMAN SOLIS: Alderman Tunney.  
3 ALDERMAN TUNNEY: No. No questions.  
4 CHAIRMAN SOLIS: Motion?  
5 ALDERMAN TUNNEY: Motion.  
6 CHAIRMAN SOLIS: Alderman Tunney so moves.  
7 All those in favor signify by saying aye.  
8 (Chorus of ayes.)  
9 CHAIRMAN SOLIS: All those opposed.  
10 VICE-CHAIRMAN CAPPLEMAN: No. Opposed.  
11 CHAIRMAN SOLIS: Alderman Capplemann is  
12 recorded as voting no. This item is passed as  
13 amended.  
14 ALDERMAN MORENO: Thank you. Thank you,  
15 Mr. Chairman.  
16 (Whereupon, the excerpt of  
17 proceedings concluded at  
18 12:55 p.m.)  
19  
20  
21  
22

STATE OF ILLINOIS )

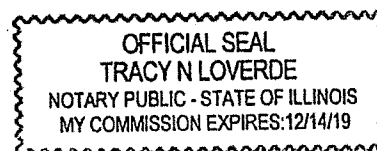
COUNTY OF C O O K )

I, TRACY N. LoVERDE, a Certified Shorthand Reporter, Registered Professional Reporter and Notary Public within and for the County of Cook and State of Illinois, do hereby certify that I reported in shorthand the proceedings had at the foregoing Hearing of the above-mentioned cause, and that the foregoing is a true, complete and accurate transcript of the proceedings of said Hearing as appears from my stenographic notes.

IN TESTIMONY WHEREOF: I have hereunto set my hand and affixed my seal on September 19, 2017.



TRACY N. LoVERDE, CSR, RPR  
Notary Public, Cook County  
CSR Certificate No. 084-2559  
Commission Expires 12-14-2019



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A078

2021 IL App (1st) 191977  
No. 1-19-1977

SIXTH DIVISION  
March 5, 2021

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

---

BRIAN J. STRAUSS, Individually and d/b/a	)	Appeal from the Circuit Court
1572 North Milwaukee Avenue	)	of Cook County.
Building Corporation, an Illinois	)	
Corporation,	)	
	)	
Plaintiff-Appellant,	)	
	)	
v.	)	No. 18 CH 00256
	)	
THE CITY OF CHICAGO, a Municipal	)	
Corporation,	)	
	)	
Defendant-Appellee.	)	Honorable David B. Atkins, Judge Presiding.

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JUSTICE CONNORS delivered the judgment of the court, with opinion.  
Justices Harris and Oden Johnson concurred in the judgment and opinion.

**OPINION**

¶ 1 Plaintiff, Brian J. Strauss, individually and d/b/a 1572 North Milwaukee Avenue Building Corporation, owned and operated a building located at 1572 North Milwaukee Avenue in Chicago in which Double Door Liquors (Double Door), a music venue, had been a tenant. After Double Door was evicted, a zoning ordinance was enacted that changed the kinds of establishments that were allowed in the building. In his second amended complaint, plaintiff raised claims that challenged the ordinance and certain acts done by the local alderman and defendant, the City of Chicago, before the ordinance was enacted. The circuit court dismissed those claims under section

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2-619.1 of the Code of Civil Procedure (Code) (735 ILCS 5/2-619.1 (West 2016)). On appeal, plaintiff contends that (1) the complaint sufficiently stated claims that the zoning ordinance violated substantive due process and equal protection under the Illinois Constitution, (2) the complaint sufficiently stated a claim for inverse condemnation, and (3) his tort claims are not barred by the Local Governmental and Governmental Employees Tort Immunity Act (Tort Immunity Act) (745 ILCS 10/1-101 *et seq.* (West 2016)).

¶ 2

## I. BACKGROUND

¶ 3

### A. Plaintiff's Second Amended Complaint

¶ 4

Plaintiff alleges that the alderman for the ward where the building was located, Proco Joe Moreno, engaged in a course of conduct designed to punish plaintiff for evicting Double Door. In July 2017, plaintiff filed a federal civil rights complaint in the United States District Court for the Northern District of Illinois. The federal district court later dismissed the case, and plaintiff's state law claims were remanded to the circuit court of Cook County.

¶ 5

On February 9, 2019, plaintiff filed his second amended complaint, which states in part as follows. When the complaint was filed, the Strauss family had owned the 1572 North Milwaukee Avenue building for almost 40 years. At one time, the family ownership of the building was incorporated and Brian Strauss became president of the 1572 North Milwaukee Avenue Building Corporation, which owned and operated the building. Located in the Milwaukee-North-Damen corridor, the building has four stories, consists of nearly 20,000 square feet, and has 11 apartments. Before the dispute at issue, the estimated market value of the building was \$10 million. The building had long been zoned as B3-2, which allows apartments above the ground floor and street-level commercial property, such as shopping centers, large stores, and retail storefronts. At all relevant times, all other buildings along the corridor were also zoned at B3-2 or greater.



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¶ 6 Alderman Moreno was a member of the city's zoning committee, which had 18 aldermen. Alderman Moreno also had a personal and financial relationship with the Double Door's owners. In 2012, Alderman Moreno told defendant that only Double Door would be allowed in the building. However, "numerous problems" arose with Double Door, including "constantly high noise levels that were problematic for residential tenants and commercial neighbors," illicit drug use and alcohol abuse by Double Door's customers, and damage done to the property by Double Door and its patrons. Double Door's lease relationship ended due to these problems and other lease violations. Plaintiff initiated a forcible entry and detainer lawsuit against Double Door in 2015.

¶ 7 On April 13, 2016, while the lawsuit against Double Door was pending, Alderman Moreno introduced a downzoning amendment to the zoning committee for just plaintiff's building. The amendment would have changed the building's zoning to B1-1, which prohibited over 30 types of businesses from occupying the building, including general restaurants, medium and large entertainment venues, and hotels or motels. Also, the apartments on the upper floors of the building would not be allowed to take new leases. On June 20, 2016, the zoning committee held the B1-1 proposal in committee, making it available to be called for a vote at any time in the future. At a meeting with Alderman Moreno on July 20, 2016, plaintiff was again told that only Double Door was allowed in the building.

¶ 8 On August 15, 2016, plaintiff won the lawsuit against Double Door, which was evicted in February 2017. Two days later, plaintiff attended a meeting at city hall with the commissioner for the Department of Planning and Development, Alderman Moreno, the chairman of the zoning committee, the zoning administrator, and the owners of the Double Door, among others. The commissioner tried to broker a sale of the building to Double Door, as well as negotiate a new month-to-month lease. Alderman Moreno also warned plaintiff that if Double Door was not

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allowed back in the building, the alderman would make the zoning process very lengthy and expensive and that the building could be vacant for two to five years. Alderman Moreno asserted that he decides what kind of tenant goes into the building and all of these issues could be avoided if Double Door was allowed back into the building at a rent far less than what the market would bear. Alderman Moreno also confronted plaintiff inside the building and later on the front sidewalk on February 25, 2017. Alderman Moreno told plaintiff that he would not have a tenant for three years, there would be inspectors in the building on a daily basis, and plaintiff “can come back to [Alderman Moreno] on [plaintiff’s] knees.” Alderman Moreno threatened that the building would be empty with no income for plaintiff or his family.

¶ 9 The commercial space in plaintiff’s building ordinarily garnered rents of \$35,000 per month, “conservatively speaking.” However, plaintiff’s building had been vacant since Double Door was evicted in February 2017. Plaintiff received several written letters of intent to rent the space at market rates, but these potential tenants refused to sign leases unless the zoning classification remained at B3-2. Alderman Moreno’s downzoning proposal loomed over the property and prevented plaintiff from leasing the commercial space to potential but reluctant tenants.

¶ 10 Plaintiff tried to sell the building. Around May 10, 2017, plaintiff entered into a written contract with an entity known as Buyer A for \$9.6 million. On June 8, 2017, Buyer A cancelled the contract after learning about the pending downzoning amendment from Alderman Moreno.

¶ 11 Two days before Buyer A cancelled its contract, Alderman Moreno had proposed a second amendment that would zone the building to RS-3, which is intended to accommodate the development of single-unit detached houses on individual lots. Plaintiff’s building had never been used as a single unit and shared a common wall with another building that was also a

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commercial/business establishment with upper-level apartments. On June 22, 2017, the zoning committee deferred the RS-3 zoning proposal, making it available to be called for a vote at any time in the future.

¶ 12 Around July 21, 2017, plaintiff entered into a written contract to sell the building to an entity known as Buyer B for \$9.1 million. Buyer B knew of the pending downzoning amendments, and the contract was contingent on the property keeping a B3-2 zoning designation. Buyer B met with Alderman Moreno and cancelled the contract on August 7, 2017, due to Alderman Moreno's downzoning scheme looming over the property.

¶ 13 Meanwhile, city officials worked with Alderman Moreno to devise a third downzoning proposal. In August 2017, Alderman Moreno proposed downzoning just plaintiff's building to B2-2, which is intended to spur development in commercial corridors with low demand for retail. B2-2 zoning prohibited over 30 categories of businesses and building uses, and allowed fewer options for the types of commercial or retail tenants that would be permitted to occupy the building. The zoning change would dramatically decrease the value of the building. Prior to a zoning committee meeting on September 11, 2017, a conversation about the B2-2 proposal was recorded between Alderman Moreno and his chief of staff. Alderman Moreno said he was going to "F\*\*\* with them, it makes their lawsuit weaker \*\*\*."

¶ 14 The complaint appended a transcript of a September 11, 2017, zoning committee hearing where the B2-2 amendment was on the agenda. There, Alderman Moreno stated in part:

"I humbly ask the committee for support. Planning supports and the law department both support this as a planning tool. And I know many other aldermen \*\*\* have done this in other circumstances to get the best for our community and the best for

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the owner of the building. So this is not something that it's outside the purview of this committee, nor the local alderman, which is me in this case."

Defendant's zoning administrator, Patti Scudiero, stated that the matter was not recommended when it was first introduced. However, Alderman Moreno had since worked with the Department of Law and the Department of Planning and Development to amend the zoning application to a B2-2 designation, which "has a floor area ratio that is identical to the current zoning on the property of a B3-2, which is no loss of floor area." Scudiero's department supported the application.

¶ 15 The zoning committee passed the B2-2 amendment. Ten days later, Buyer B made a new offer to buy the building for \$6.5 million, representing a loss of \$3.1 million due to the downzoning amendment. On October 11, 2017, the Chicago City Council officially downzoned the property from B3-2 to B2-2.

¶ 16 Plaintiff further alleged that defendant's actions were motivated by Alderman Moreno's spiteful effort to get even with plaintiff and defendant assisted the alderman in his vindictive and irresponsible attack. Due to the first two downzoning amendments that were proposed and the third amendment that was approved, plaintiff was unable to lease the commercial space vacated by Double Door at the market rate for B3-2 properties. In June 2018, plaintiff sold the building for \$9.1 million, losing \$500,000 in purchase price alone.

¶ 17 We next summarize the causes of action alleged in the complaint that plaintiff pursues on appeal: violation of substantive due process, violation of equal protection, and inverse condemnation (all under the Illinois Constitution), and three tort claims.

¶ 18 In his substantive due process claim, plaintiff asserted in part that the B2-2 zoning ordinance was passed to satisfy the desire of one person: Alderman Moreno. No other person or

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business in the community participated in or supported the proposal, and every building in the immediate area was still zoned at B3 or higher.

¶ 19 In his equal protection claim, plaintiff asserted in part that the downzoning was illegal spot zoning that was motivated by Alderman Moreno's personal agenda. No other building was downzoned. Defendant's actions were objectively unreasonable, intentional, willful and wanton, and were undertaken with malice. Alderman Moreno's intent to keep Double Door as the commercial tenant belied any theory that defendant may have acted to mitigate high noise levels or drug or alcohol abuse that accompanied Double Door's use of the property.

¶ 20 In his inverse condemnation claim, plaintiff stated in part that defendant's actions were a *de facto* taking of plaintiff's property without just compensation. Due to defendant's actions, plaintiff was not free to sell his building to buyers or lease space to new tenants at the market prices that a B3-2 zoning classification would demand. The B2-2 zoning amendment ended the freedom of choice that the Strauss family had enjoyed for over 40 years. Plaintiff suffered economic harm in the form of a decrease in the building's market value, a decrease in the purchase price of the building, and a loss of rental income.

¶ 21 Plaintiff's tort claims alleged tortious interference with contracts, tortious interference with prospective economic advantage, and intentional infliction of emotional distress. Plaintiff stated that Alderman Moreno intentionally and unjustly interfered with plaintiff's business relationships with prospective buyers and tenants. Alderman Moreno knew about the sales contracts with Buyer A and Buyer B, and his actions induced the buyers to cancel their contracts. Plaintiff also stated that Alderman Moreno's conduct was extreme and outrageous and he exerted intentional pressure to force plaintiff to let Alderman Moreno's friends back into the building.

¶ 22 B. Defendant's Motion to Dismiss

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¶ 23 Defendant filed a motion to dismiss the plaintiff's complaint under section 2-619.1 of the Code (735 ILCS 5/2-619.1 (West 2016)). Under section 2-615 of the Code (*id.* § 2-615), defendant stated in part that plaintiff did not have a constitutionally recognized property interest because the entity known as 1572 North Milwaukee Avenue Building Corporation, and not plaintiff, owned the property. Further, the facts as pled in the complaint supplied rational bases for the B2-2 zoning ordinance. Under section 2-619 of the Code, defendant contended in part that plaintiff did not have standing because a shareholder has no right to seek damages for injury to a corporation, even if he is the only shareholder. Defendant also asserted that it was immune from plaintiff's claims under the Tort Immunity Act (745 ILCS 10/1-101 *et seq.* (West 2016)).

¶ 24 In response, plaintiff asserted in part that he was suing as Brian Strauss, individually, and doing business as 1572 North Milwaukee Avenue Building Corporation and was not suing alone as a shareholder. Plaintiff also stated that "[p]laintiff consists of Brian Strauss, the individual, and Brian Strauss, the president of the corporation. The corporation speaks through Brian Strauss. The injuries that occurred to the corporation, occurred to its president as well."

¶ 25 In a written order dated August 30, 2019, the circuit court granted defendant's motion to dismiss. The court found that the substantive due process and equal protection claims failed. After noting that the parties agreed that Double Door was a well-known music venue, the court stated that plaintiff himself alleged rational bases for the zoning change, including constantly high noise levels, illicit drug use and alcohol abuse, and damage done to the property over the course of many years. Also, plaintiff did not allege that defendant as a whole—that is, the City of Chicago—had some other basis for its decision. Plaintiff only alleged that Alderman Moreno, who was not a party to the case, was motivated solely by personal animus. The court took judicial notice that at any given time, there were 50 aldermen on the city council, plus the mayor. Allegations that one of

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them had an improper motive for seeking a zoning change were insufficient to sustain a claim against defendant based on that change. The court further found that the inverse condemnation claim also failed. The B1-1 and RS-3 zoning proposals were not a taking because they were never actually passed. Further, the B2-2 zoning ordinance did not deprive plaintiff of all economically beneficial use, where plaintiff admitted he later sold the building for a similar amount that he asserted it was worth before the zoning change. The court also found that defendant was immune from plaintiff's tort claims under the Tort Immunity Act. All of plaintiff's tort claims arose out of the adoption or efforts to adopt a zoning ordinance, which is a core legislative function of local governments. Alderman Moreno's alleged individual conduct—threatening to seek zoning changes out of personal animus—related squarely to his discretion to do so as an alderman. Plaintiff's second amended complaint was dismissed with prejudice.

¶ 26

## II. ANALYSIS

¶ 27

### A. Plaintiff's Name

¶ 28 As a preliminary matter, defendant asserts that plaintiff does not have a constitutionally protected property interest because the corporation, and not plaintiff, owned the property. Thus, any cause of action about the rights of the property belonged to the corporation itself and not its president. Defendant further states that even if plaintiff had alleged that he was the sole shareholder of the corporation, he would not have standing because an action to enforce corporate rights or redress injuries to a corporation must be brought in the corporation's name.

¶ 29 To review, plaintiff's name on the complaint is "Brian J. Strauss, individually, and d/b/a 1572 North Milwaukee Avenue Building Corporation." Plaintiff alleged in the complaint that the family ownership of the building was incorporated and Strauss eventually became president of the corporation.

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¶ 30 Plaintiff appears to have taken different positions on who or what holds the protected interest at stake. In his response to defendant’s motion to dismiss, plaintiff stated that plaintiff consisted of Brian Strauss, the individual, and Brian Strauss, the president of the corporation. Plaintiff also stated that the corporation spoke through Brian Strauss and that the injuries that occurred to the corporation also occurred to its president. Plaintiff asserted that he was not suing as a shareholder. Now on appeal, plaintiff contends that the complaint makes clear that 1572 North Milwaukee Avenue Building Corporation owned the property. Still, in the brief, plaintiff uses the pronoun “his” when referring to plaintiff.

¶ 31 It matters whether plaintiff is suing as a corporation or a person. The styling of plaintiff’s name in the complaint and plaintiff’s position on the matter in the circuit court overlooks the distinction between a corporation and its president. A corporation is separate from its shareholders, directors, and officers, who are not ordinarily liable for the corporation’s obligations. *Capital One Bank, N.A. v. Czekala*, 379 Ill. App. 3d 737, 743 (2008). No person, individually—not even the president of a corporation—“does business as” a corporation. *Id.*

¶ 32 Plaintiff suggests that the issue is a mere misnomer, which is “nothing more than a party is styled in other than [its] own name.” *Todd W. Musburger, Ltd. v. Meier*, 394 Ill. App. 3d 781, 806 (2009). Misnomers most frequently occur when plaintiffs misname defendants, but sometimes plaintiffs misname themselves. *U.S. Bank National Ass’n v. Luckett*, 2013 IL App (1st) 113678, ¶ 23. A misnomer may be corrected at any time (735 ILCS 5/2-401(b) (West 2016)). However, another possibility is that plaintiff made a mistake, which occurs when the wrong person (or entity in this case) was joined and served. *Protein Partners, LLP v. Lincoln Provision, Inc.*, 407 Ill. App. 3d 709, 719 (2010). An amendment to address a mistaken identity must meet certain requirements (735 ILCS 5/2-616 (West 2016)). “Courts are much more reluctant to allow parties to easily correct



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parties' names if they are incorrect because of a mistaken identity than because of a misnomer.” *Luckett*, 2013 IL App (1st) 113678, ¶ 21. The intent of the plaintiff is a pivotal inquiry in determining whether a case involves misnomer or mistaken identity. *Czekala*, 379 Ill. App. 3d at 743. Based on the record, we cannot determine at this time whether misnomer or mistaken identity is at work. However, we need not resolve this issue because we affirm the dismissal of plaintiff's complaint for other reasons, as discussed below.

¶ 33 B. Claims Under the Illinois Constitution Dismissed Under Section 2-615

¶ 34 We next address plaintiff's claims under the Illinois Constitution that were dismissed under section 2-615 of the Code (735 ILCS 5/2-615 (West 2016)). A section 2-615 motion to dismiss challenges the legal sufficiency of the complaint based on defects apparent on its face. *Pooh-Bah Enterprises, Inc. v. County of Cook*, 232 Ill. 2d 463, 473 (2009). The motion

“presents the question of whether the facts alleged in the complaint, viewed in the light most favorable to the plaintiff, and taking all well-pleaded facts and all reasonable inferences that may be drawn from those facts as true, are sufficient to state a cause of action upon which relief may be granted.” *Reynolds v. Jimmy John's Enterprises, LLC*, 2013 IL App (4th) 120139, ¶ 25.

The court determines whether the pleadings present the possibility of recovery. *Carter v. New Trier East High School*, 272 Ill. App. 3d 551, 555 (1995). The complaint must sufficiently set forth every essential fact to be proved. *Id.* The court only considers (1) facts apparent from the face of the pleadings, (2) matters subject to judicial notice, and (3) judicial admissions in the record. *Reynolds*, 2013 IL App (4th) 120139, ¶ 25. Exhibits attached to the complaint may also be considered. *Napleton v. Village of Hinsdale*, 229 Ill. 2d 296, 321 (2008). We review *de novo* an order granting a section 2-615 motion to dismiss. *Pooh-Bah Enterprises, Inc.*, 232 Ill. 2d at 473.

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¶ 35

# 1. Substantive Due Process

¶ 36 Plaintiff contends that the complaint stated a claim that the B2-2 zoning ordinance violated substantive due process under the Illinois Constitution. Plaintiff argues that in dismissing the claim, the circuit court relied on a lone allegation about Double Door’s management of its operation and ignored the allegations that defendant used its coercive power to protect Double Door. Plaintiff also asserts that the circuit court did not consider any of the factors in *Sinclair Pipe Line Co. v. Village of Richton Park*, 19 Ill. 2d 370 (1960), and *La Salle National Bank of Chicago v. County of Cook*, 12 Ill. 2d 40 (1957), which favor plaintiff.

¶ 37 Article I, section 2, of the Illinois Constitution states that “[n]o person shall be deprived of life, liberty or property without due process of law nor be denied the equal protection of the laws.” Ill. Const. 1970, art. I, § 2. “The Illinois Constitution’s guarantees of due process and equal protection [citation] stand separate and independent from the federal guarantees of those rights.” *Hope Clinic for Women, Ltd. v. Flores*, 2013 IL 112673, ¶ 79. We may look to federal interpretations for “guidance and inspiration,” but the final decision on how to construct the Illinois guarantees of due process and equal protection is for Illinois courts to draw. *Id.*

¶ 38 Substantive due process limits the state’s ability to act. *In re Marriage of Miller*, 227 Ill. 2d 185, 197 (2007). “The constitutional declaration that private property shall not be taken \*\*\* without due process of law is subordinated always to the interests of the public welfare as expressed through the exercise of the police power of the State,” which includes zoning laws. *Trust Co. of Chicago v. City of Chicago*, 408 Ill. 91, 97 (1951). We note that municipal ordinances are construed using the same rules that apply to statutes. *Napleton*, 229 Ill. 2d at 306. A court first identifies the nature of the right that was allegedly infringed, a necessary first step because the

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nature of the right dictates the level of scrutiny that applies to determine whether a statute is constitutional. *Id.* at 307.

¶ 39 Plaintiff did not have a right to a particular zoning classification. A property owner cannot reasonably rely on the indefinite continuation of a zoning classification and acquires a property knowing that amendments can be made to a zoning ordinance within the limits of the law. *Furniture LLC v. City of Chicago*, 353 Ill. App. 3d 433, 438 (2004); see *River Park, Inc. v. City of Highland Park*, 23 F.3d 164, 166 (7th Cir. 1994) (zoning classifications are not the measure of a property interest, but are legal restrictions on the use of property). The right that was allegedly affected by the zoning ordinance is the ability to use one's property in his own way and for his own purposes. *Napleton*, 229 Ill. 2d at 308-09. An infringement of that right is subject to the rational basis test, which provides that a zoning ordinance will be upheld if it bears a rational relationship to a legitimate legislative purpose and is neither arbitrary nor unreasonable. *Id.* at 307, 309. At this point, plaintiff does not need to meet the heavy burden of proving that the zoning ordinance was unconstitutional and only needs to allege sufficient facts to proceed further. *Whipple v. Village of North Utica*, 2017 IL App (3d) 150547, ¶ 22.

¶ 40 The parties disagree about the applicability of a list of factors that courts have at times applied to determine whether an ordinance violates substantive due process. These factors are from two cases—*Sinclair Pipe Line Co.*, 19 Ill. 2d at 378, and *La Salle National Bank of Chicago*, 12 Ill. 2d at 46-47—and are as follows: (1) the existing uses and zoning of nearby property; (2) the extent to which property values are diminished by the particular zoning restrictions; (3) the extent to which the destruction of property values of the plaintiff promotes the health, safety, morals, or general welfare of the public; (4) the relative gain to the public as compared to the hardship imposed on the individual property owner; (5) the suitability of the subject property for the zoned

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purposes; (6) the length of time the property has been vacant as zoned in the context of land development in the vicinity; (7) whether a comprehensive zoning plan for land use and development exists; and (8) whether the community needs the proposed use. Plaintiff contends that the factors apply and reveal the arbitrariness of defendant's decision to strip plaintiff of the uses permitted by the former B3-2 zoning. Defendant asserts that the factors are not useful in this context.

¶ 41 There has been some debate about the contexts in which the *La Salle/Sinclair* factors are useful, including for as-applied and facial challenges to zoning ordinances. Compare *Napleton*, 229 Ill. 2d at 319 (factors do not lend themselves to facial challenges), with *Paul v. County of Ogle*, 2018 IL App (2d) 170696, ¶¶ 28, 30 (rejecting assigning “talismanic significance” to the distinction between facial and as-applied challenges and noting that the *La Salle/Sinclair* factors can apply even where an ordinance concerns one piece of property). Still, not every case involving a challenge to a zoning ordinance on substantive due process grounds has applied the *La Salle/Sinclair* factors. See *Drury v. Village of Barrington Hills*, 2018 IL App (1st) 173042. Further, the list itself is not exclusive, and no single factor is controlling. *Whipple*, 2017 IL App (3d) 150547, ¶ 26; see *La Salle National Bank of Chicago*, 12 Ill. 2d at 46 (stating that the listed factors are “among the facts which may be taken into consideration in determining validity of an ordinance”).

¶ 42 The purpose of the *La Salle/Sinclair* factors is to determine whether the zoning action was reasonably related to a legitimate government interest and was a reasonable method to achieve that purpose. *Whipple*, 2017 IL App (3d) 150547, ¶ 26. Plaintiff's complaint itself answers that inquiry. The allegations describe problems associated with the former tenant, Double Door: high noise levels that were problematic for other tenants and neighbors, illicit drug use and alcohol use by

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Double Door’s customers, and damage done to the property by Double Door and its patrons. A more restrictive zoning classification could be an attempt to prevent those problems from recurring. Plaintiff’s complaint alleges that Alderman Moreno was the driving force behind the zoning ordinance. Yet, a zoning restriction “could be good for the public at large even if only one person asked for it.” *Drury*, 2018 IL App (1st) 173042, ¶ 98. Although “our supreme court has typically invalidated” an ordinance where the record shows that the “only justification for the ordinance is that a chosen few individuals wanted it” (emphasis omitted) (*id.* ¶ 99), Alderman Moreno’s agenda was not the only justification. Under the rational basis test, the court may hypothesize reasons for legislation, even if the reasoning advanced did not motivate the legislative action. *People ex rel. Lumpkin v. Cassidy*, 184 Ill. 2d 117, 124 (1998). A law will be upheld if there is “any conceivable basis for finding a rational relationship.” *Id.* As stated in plaintiff’s complaint, the secondary effects of having a concert venue at the building’s location provided a reason to downzone the property. The complaint itself alleged a rational basis for the zoning ordinance, and so plaintiff’s substantive due process claim was properly dismissed.

¶ 43

## 2. Equal Protection

¶ 44 We turn to plaintiff’s equal protection claim under the Illinois Constitution. Plaintiff contends that defendant targeted a single property owner in a dense corridor of similarly situated properties with an irrational ordinance that applied only to him. Plaintiff states that his property and all the other buildings along the Milwaukee-North-Damen corridor had been zoned at B3-2 or greater, none of the other properties were downzoned, and the downzoning was out of harmony and completely inconsistent with the existing zoning and uses of other buildings in the community. Plaintiff also contends that he can state an equal protection claim without identifying similarly

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situated individuals. According to plaintiff, defendant's discriminatory intent is apparent from the pattern of retaliation against plaintiff for evicting Double Door.

¶ 45 In one type of equal protection claim, a plaintiff must allege that there are other similarly situated people who are being treated differently than him and that there is no rational basis for the difference. *Whipple*, 2017 IL App (3d) 150547, ¶ 38. Where there is no fundamental right or suspect class involved, the legislature—or city council in this case—may differentiate between people who are similarly situated if there is a rational basis for doing so. *Jenkins v. Wu*, 102 Ill. 2d 468, 477 (1984). In another type of claim, an equal protection claim can be brought by a “class of one.” See *Frederickson v. Landeros*, 943 F.3d 1054, 1060 (7th Cir. 2019) (citing *Village of Willowbrook v. Olech*, 528 U.S. 562, 564 (2000)). The only form of such a claim that is clearly established within the Seventh Circuit involves governmental actors who single out a citizen for differential treatment with no objective rational basis for that difference and because of a vindictive or harassing purpose. *Id.* at 1062.

¶ 46 Regardless of its type, plaintiff's equal protection claim fails for a similar reason as the due process claim: the complaint itself provides a rational basis for downzoning plaintiff's building. Economic regulation passes the rational basis test “if there is any reasonably conceivable state of facts that could provide a rational basis for the legislation.” *Vigilante v. Village of Wilmette*, 88 F. Supp. 2d 888, 890 (N.D. Ill. 2000). If the classification has some reasonable basis, it passes constitutional muster even though in practice it results in some inequality. *Id.* As noted above, plaintiff's complaint listed some of the problems that were associated with Double Door. Plaintiff asserts in his brief that the concerns about noise, drugs, alcohol, and property damage would apply equally to other establishments along the Milwaukee-North-Damen corridor, but the complaint only describes the problems that were associated with Double Door. It is conceivable that

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defendant enacted the B2-2 zoning ordinance to prevent those problems from happening again in the same location. Further, that Alderman Moreno allegedly advocated for the zoning change out of revenge does not mean that the zoning committee and city council endorsed those motives. See *Civil Liberties for Urban Believers v. City of Chicago*, 342 F.3d 752, 764 (7th Cir. 2003). The defendant in this case is the City of Chicago and not Alderman Moreno. Defendant had a rational basis for only changing the zoning classification of plaintiff's building. The equal protection claim was properly dismissed.

¶ 47

### 3. Inverse Condemnation

¶ 48 Plaintiff next contends that the complaint stated an inverse condemnation claim under the Illinois Constitution. Plaintiff argues that the government may effect a taking or damaging of property when it deprives the owner of rental income needed to sustain himself and, moreover, the taking or damaging can occur through a formal ordinance or through preliminary activities. Plaintiff also asserts that he can recover without a total deprivation, noting that the B1-1 and RS-3 proposals dramatically decreased his property value and robbed him of all commercial rental income because tenants repeatedly refused to sign leases. Plaintiff further states that Alderman Moreno destroyed purchase agreements worth \$9.6 million and \$9.1 million respectively. According to plaintiff, the injuries were made permanent when the B2-2 zoning ordinance was passed because the ordinance assured that plaintiff would continue to lose \$35,000 every month with a vacant commercial space that was zoned out of harmony with the surrounding community. Plaintiff states that eight months after the ordinance passed, he sold the building for nearly \$1 million less than its previous fair market value.

¶ 49 Article I, section 15, of the Illinois Constitution provides that “[p]rivate property shall not be taken or damaged for public use without just compensation as provided by law.” Ill. Const.

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1970, art. I, § 15. Inverse condemnation is a way for a property owner to recover just compensation for private property that was taken or damaged without a condemnation action having been instituted. *City of Chicago v. ProLogis*, 383 Ill. App. 3d 160, 165 (2008).

¶ 50 The Illinois Constitution’s takings clause is broader than its federal counterpart because the Illinois Constitution provides a remedy for property that is damaged, in addition to property that is taken. *Hampton v. Metropolitan Water Reclamation District*, 2016 IL 119861, ¶ 31. “Damage” under the Illinois Constitution’s takings clause is:

“ ‘[S]ome direct physical disturbance of a right, either public or private, which [the plaintiff] enjoys in connection with his property, and which gives to it an additional value, and \*\*\* by reason of [which] he has sustained a special damage with respect to his property in excess of that sustained by the public generally.’ ” *Equity Associates, Inc. v. Village of Northbrook*, 171 Ill. App. 3d 115, 121-22 (1988) (quoting *Rigney v. City of Chicago*, 102 Ill. 64, 81 (1881)).

If a plaintiff cannot show that the property was damaged, then the claim is analyzed under the same standard used under the federal constitution. *Hampton*, 2016 IL 119861, ¶ 16. Here, plaintiff has not explained how defendant’s actions caused a physical disturbance to his property. So, we will address plaintiff’s inverse condemnation claim using the same standard used in federal cases.

¶ 51 Inverse condemnation claims, such as the one here, generally involve regulatory takings. *Kaskaskia Land Co. v. Vandalia Levee & Drainage District*, 2019 IL App (5th) 180403, ¶ 22. In some instances, government regulation of private property may be so onerous so as to constitute a direct appropriation or ouster that would be compensable. *Davis v. Brown*, 221 Ill. 2d 435, 443 (2006) (citing *Lingle v. Chevron U.S.A., Inc.*, 544 U.S. 528, 537-38 (2005)).



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¶ 52 We first address plaintiff’s assertion that defendant’s activities before the B2-2 zoning ordinance was enacted were a taking. To review, as alleged in the complaint, these activities included Alderman Moreno’s proposals for B1-1 and RS-3 zoning. The B1-1 zoning amendment was introduced in April 2016 and later held in committee. The commercial space became vacant in February 2017, after Double Door was evicted. In May 2017, plaintiff entered into a contract with Buyer A to sell the building for \$9.6 million. In June 2017, Alderman Moreno proposed the RS-3 zoning amendment. Two days later, Buyer A cancelled the contract after learning about the pending zoning amendment. The zoning committee later deferred the RS-3 proposal. In July 2017, plaintiff entered into a contract with Buyer B to sell the building for \$9.1 million. Buyer B cancelled the contract in August 2017 due to the looming “downzoning scheme.” Plaintiff also stated that he was unable to secure a tenant because tenants refused to sign a lease unless the zoning classification remained at B3-2. In August 2017, the B2-2 zoning ordinance was introduced, and the city council downzoned the property about two months later.

¶ 53 The United States Supreme Court has found that good-faith planning activities are not a taking. *Agins v. City of Tiburon*, 447 U.S. 255, 263 n.9 (1980); see *Davis*, 221 Ill. 2d at 444 (mere plotting or planning in anticipation of a public improvement is not a taking). Plaintiff asserts that defendant and Alderman Moreno’s activities were done in bad faith, focusing on the B1-1 and RS-3 zoning proposals. However, plaintiff has failed to plead facts that show bad faith on behalf of the defendant in this case—the City of Chicago—in regards to the B1-1 and RS-3 zoning proposals. We decline to find that deferring the proposals, without more, constituted bad faith.

¶ 54 Further, plaintiff’s back-and-forth with buyers and the fluctuations in the selling price do not indicate that a taking occurred. “Mere fluctuations in value during the process of governmental decisionmaking, absent extraordinary delay, are incidents of ownership” and do not so burden an

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owner's property so as to amount to a taking. (Internal quotation marks omitted.) *Agins*, 447 U.S. at 263 n.9. Also, plaintiff asserts that Alderman Moreno and defendant targeted plaintiff over the course of two years, but the complaint indicates that their actions did not begin to affect plaintiff until the building became vacant in February 2017, after which plaintiff was unable to find a tenant to lease the space at market rates for B3-2 zoning. Plaintiff does not allege that he could not lease the space to a tenant who did not require B3-2 zoning or that he could not lease the space if he charged less than the \$35,000 per month that he sought. Plaintiff alleged mere fluctuations in value that did not so burden his property as to constitute a taking.

¶ 55 In reaching this conclusion, we are not persuaded by plaintiff's reliance on *River Park, Inc. v. City of Highland Park*, 281 Ill. App. 3d 154 (1996). There, the defendant alleged that the municipality, while processing the plaintiffs' zoning petition, "decided to acquire [the] property, directed its employees to stall [the] plaintiffs' petitions, drove [the] plaintiffs into bankruptcy causing [the bank] to eventually foreclose, and then purchased the property at below-market value." *Id.* at 170. The municipality in *River Park, Inc.* carried out a scheme to actually acquire the subject property. That is a far cry from what happened here, where plaintiff maintained control over the building.

¶ 56 We next consider whether the enacted B2-2 zoning ordinance was a taking. A regulatory taking will be found when a regulation denies all economically beneficial or productive use of land. *Murr v. Wisconsin*, 582 U.S. \_\_\_, \_\_\_, 137 S. Ct. 1933, 1942 (2017). Even where a regulation does not deprive the owner of all economically beneficial use, the regulation can still be a taking based on a complex set of factors, including: (1) the economic impact of the regulation, (2) the extent to which the regulation has interfered with distinct investment-backed expectations, and (3) the character of the government action, such as whether it amounts to a physical invasion or just

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affects property interests through some public program adjusting the benefits and burdens of economic life to promote the common good. *Id.* at \_\_\_, 137 S. Ct. at 1943; *Lingle*, 544 U.S. at 538-39 (citing *Penn Central Transportation Co. v. New York City*, 438 U.S. 104, 124 (1978)). In large part, the inquiry turns upon “the magnitude of a regulation’s economic impact and the degree to which it interferes with legitimate property interests.” *Lingle*, 544 U.S. at 540.

¶ 57 Applying the factors here, plaintiff has not alleged facts showing that the economic impact of the ordinance was sufficiently severe so as to be a taking. Plaintiff ultimately sold the building for \$9.1 million. That figure is less than the \$10 million that plaintiff estimated was the previous market value for the building and less than the \$9.6 million that was agreed to with Buyer A. But a decrease in market value is not enough to state a claim. “ ‘Mere diminution in the value of property, however serious, is insufficient to demonstrate a taking.’ ” *Home Builders Ass’n of Greater Chicago v. City of Chicago*, 213 F. Supp. 3d 1019, 1029 (N.D. Ill. 2016) (quoting *Concrete Pipe & Products of California, Inc. v. Construction Laborers Pension Trust for Southern California*, 508 U.S. 602, 645 (1993)). Many regulations are not takings even when they prohibit the owner from making the most value-producing use of the property. *Id.* After the zoning change, plaintiff could have leased the vacant space to a tenant for whom B2-2 zoning was acceptable. See *Tim Thompson, Inc. v. Village of Hinsdale*, 247 Ill. App. 3d 863, 887 (1993) (claim properly dismissed where the plaintiff failed to allege any substantial deprivation of an economically viable use, in that the plaintiff “remained free to develop the entire parcel subject only to the newly enacted ordinance”). Moreover, as discussed above, the B2-2 zoning ordinance was an attempt to mitigate the negative effects of having a concert venue in that location. “[A]s a matter of public policy, [g]overnment hardly could go on if to some extent values incident to property could not be diminished without paying for every such change in the general law.” (Internal quotation marks

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omitted.) *Id.* at 889 (quoting *Lucas v. South Carolina Coastal Council*, 505 U.S. 1003, 1018 (1992)). Plaintiff's inverse condemnation claim was properly dismissed.

¶ 58 C. Claims Dismissed Under Section 2-619—Tort Immunity

¶ 59 Next, we turn to plaintiff's tort claims, which were dismissed under section 2-619 of the Code (735 ILCS 5/2-619 (West 2016)): tortious interference with contracts, tortious interference with prospective economic advantage, and intentional infliction of emotional distress. The circuit court found that defendant was immune from these claims under sections 2-103 and 2-201 of the Tort Immunity Act (745 ILCS 10/2-103, 2-201 (West 2016)). Here, plaintiff contends that those sections do not immunize conduct that occurred before the B2-2 zoning ordinance was enacted.

¶ 60 A section 2-619 motion to dismiss disposes of issues of law and easily proved issues of fact at the outset of the litigation. *Van Meter v. Darien Park District*, 207 Ill. 2d 359, 367 (2003). Section 2-619(a)(9) of the Code permits involuntary dismissal where “the claim asserted against [the] defendant is barred by other affirmative matter avoiding the legal effect of or defeating the claim.” 735 ILCS 5/2-619(a)(9) (West 2016). “Affirmative matter” includes any defense other than a negation of the essential allegations of the plaintiff's cause of action (*Kedzie & 103rd Currency Exchange, Inc. v. Hodge*, 156 Ill. 2d 112, 115 (1993)) and can include immunity under the Tort Immunity Act (*Van Meter*, 207 Ill. 2d at 367). In ruling on a section 2-619 motion to dismiss, a court must interpret all pleadings and supporting documents in the light most favorable to the nonmoving party. *Id.* at 367-68. We review a section 2-619 dismissal *de novo* (*American Service Insurance Co. v. City of Chicago*, 404 Ill. App. 3d 769, 776 (2010)) and may affirm on any basis supported by the record (*BDO Seidman, LLP v. Harris*, 379 Ill. App. 3d 918, 923 (2008)).

¶ 61 “The purpose of the Tort Immunity Act is to protect local public entities and public employees from liability arising from the operation of government.” *Village of Bloomingdale v.*

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*CDG Enterprises, Inc.*, 196 Ill. 2d 484, 490 (2001). Because immunity operates as an affirmative defense, the governmental entity has the burden of raising and proving its immunity under the Tort Immunity Act. *Van Meter*, 207 Ill. 2d at 370. If no immunity provision applies, then the governmental entity is liable in tort to the same extent as private parties. *Id.* at 368-69.

¶ 62 Three sections of the Tort Immunity Act are at issue: enactment immunity under section 2-103, discretionary immunity under section 2-201, and the employer liability provision under section 2-109. Section 2-103 states, “A local public entity is not liable for an injury caused by adopting or failing to adopt an enactment or by failing to enforce any law.” 745 ILCS 10/2-103 (West 2016). Section 2-201 states, “Except as otherwise provided by Statute, a public employee serving in a position involving the determination of policy or the exercise of discretion is not liable for an injury resulting from his act or omission in determining policy when acting in the exercise of such discretion even though abused.” *Id.* § 2-201. And, section 2-109 states, “A local public entity is not liable for an injury resulting from an act or omission of its employee where the employee is not liable.” *Id.* § 2-109.

¶ 63 Plaintiff contends that section 2-103 does not immunize defendant from the allegations related to the B1-1 and RS-3 zoning proposals because section 2-103 immunity only extends to the actual adoption of an ordinance, and those two proposals were not adopted. Plaintiff further argues that section 2-201 immunity does not apply to Alderman Moreno’s conduct before the B2-2 zoning ordinance was enacted. Plaintiff states that defendant made no showing that Alderman either made a policy determination or exercised discretion when he arranged private meetings to convince buyers to back out of purchase contracts and when he physically confronted plaintiff to make a series of threats. Plaintiff also contends that the B1-1 and RS-3 proposals were not policy

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determinations or judgment calls and served no objective purpose other than to injure a single person.

¶ 64 Defendant met its burden to prove that the conduct that occurred before the B2-2 zoning ordinance was enacted is immunized by section 2-201 of the Tort Immunity Act. Section 2-103 would immunize defendant for the B2-2 zoning ordinance itself (*id.* § 2-103), but that ordinance is not the subject of plaintiff's argument. Plaintiff's tort claims focus on Alderman Moreno's conduct, which is immunized under section 2-201.

¶ 65 "Section 2-201 extends the most significant protection afforded to public employees under the [Tort Immunity] Act." *Van Meter*, 207 Ill. 2d at 370. To claim section 2-201 immunity, a defendant must prove that the employee held either a position involving the determination of policy or the exercise of discretion. *Monson v. City of Danville*, 2018 IL 122486, ¶ 29. The defendant must also establish that the act or omission giving rise to the injuries was both a determination of policy and an exercise of discretion. *Id.* Policy determinations are "decisions that require a governmental employee to balance competing interests and \*\*\* make a judgment call as to what solution will best serve each of those interests." (Internal quotation marks omitted.) *Brooks v. Daley*, 2015 IL App (1st) 140392, ¶ 17. Discretionary acts "involve the exercise of personal deliberation and judgment in deciding whether to perform a particular act, or how and in what manner that act should be performed." *Id.* Whether an act or omission is discretionary "escapes precise formulation and should be made on a case-by-case basis in light of the particular facts and circumstances." *Monson*, 2018 IL 122486, ¶ 29. Immunity under section 2-201 is absolute and covers both negligent and willful and wanton conduct. *Id.* There is no exception for corrupt or malicious motives. *CDG Enterprises, Inc.*, 196 Ill. 2d at 495.

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¶ 66 Plaintiff does not dispute that Alderman Moreno held a position involving the determination of policy or the exercise of discretion. Our analysis thus focuses on whether Alderman Moreno's conduct leading up to the B2-2 zoning ordinance was both a determination of policy and an exercise of discretion. We must look primarily at Alderman Moreno's conduct itself, rather than the intent behind it. *Kevin's Towing, Inc. v. Thomas*, 351 Ill. App. 3d 540, 548 (2004). And, Alderman Moreno's actions were entirely consistent with the requirements for section 2-201 immunity. Alderman Moreno decided he wanted a certain tenant in a specific location in his ward, which required him to balance the interests of the community and the interests of a property owner. He further decided that mounting a pressure campaign would best serve those interests. Alderman Moreno chose particular tactics for achieving his desired goal, which included confronting plaintiff, meeting with prospective buyers, and introducing zoning proposals.

¶ 67 Plaintiff suggests that Alderman Moreno's motives and the way he acted on his policy choices preclude immunity. But that Alderman Moreno may have acted corruptly or maliciously does not change the result. See *id.* at 549 (mayor's conduct was immunized under section 2-201 even if the mayor acted out of retaliation and intent to harm). Section 2-201's plain language provides that immunity is available even if the employee abuses his discretion. 745 ILCS 10/2-201 (West 2016). That Alderman Moreno may have acted corruptly or maliciously does not preclude section 2-201 immunity here.

¶ 68 Plaintiff also contends that section 2-201 cannot apply to Alderman Moreno's actions because defendant denies that his actions reflect the zoning policy of the City. According to plaintiff, it is consistent for Alderman Moreno to be a policymaker for the purpose of tort immunity but not for other claims. In support, plaintiff cites *Valentino v. Village of South Chicago Heights*, 575 F.3d 664 (7th Cir. 2009), where an issue was whether a mayor was a policymaker for holding

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a village liable under *Monell v. Department of Social Services of the City of New York*, 436 U.S. 658 (1978). The court criticized the defendants for denying that the mayor was a policymaker for *Monell* liability but arguing that he made a policy decision for the purposes of the Tort Immunity Act. *Valentino*, 575 F.3d at 679. Here, there is no such logical inconsistency. Defendant has nowhere denied that Alderman Moreno held a position involving the determination of policy. Alderman Moreno's position was not disputed in plaintiff's constitutional claims. But for both plaintiff's constitutional claims and tort immunity, Alderman Moreno's personal motives as someone who determines policy are not part of the analysis. See *Drury*, 2018 IL App (1st) 173042, ¶ 99 ("[t]he only question, at bottom, is whether the ordinance is rationally related to the public welfare, regardless of who or how many people wanted it"); *CDG Enterprises, Inc.*, 196 Ill. 2d at 495 (no exception to section 2-201 immunity for corrupt or malicious motives). Alderman Moreno's personal motives, malicious though they may have been, do not preclude immunity under section 2-201. Under section 2-109, because Alderman Moreno is not liable for injuries resulting from his conduct, defendant is also not liable. 745 ILCS 10/2-109 (West 2016).

¶ 69 We need not reach defendant's argument that tort immunity also applies to plaintiff's constitutional claims because we have affirmed the dismissal of those claims on other grounds, as discussed above. Defendant met its burden of proving that it is immune under sections 2-201 and 2-109 of the Tort Immunity Act. Plaintiff's tort claims were properly dismissed.

¶ 70 III. CONCLUSION

¶ 71 For the foregoing reasons, the judgment of the circuit court is affirmed.

¶ 72 Affirmed.



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**Cite as:** *Strauss v. City of Chicago*, 2021 IL App (1st) 191977

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**Decision Under Review:** Appeal from the Circuit Court of Cook County, No. 18-CH-00256; the Hon. David B. Atkins, Judge, presiding.

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**Attorneys  
for  
Appellant:** Robert Robertson and Marko Duric, of Robertson Duric, and James Patrick McKay Jr., of Law Offices of James P. McKay Jr., both of Chicago, for appellant.

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**Attorneys  
for  
Appellee:** Mark A. Flessner, Corporation Counsel, of Chicago (Benna Ruth Solomon, Myriam Zreczny Kasper, and Suzanne M. Loose, Assistant Corporation Counsel, of counsel), for appellee.

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

BRIAN J. STRAUSS, individually  
and d/b/a 1572 North Milwaukee  
Avenue Building Corporation,  
Plaintiff,

v.

The CITY OF CHICAGO,  
Defendant.

No. 2018-CH-256

Calendar 16

Judge David B. Atkins

JUDGE DAVID B. ATKINS

**AUG 30 2019**

**Circuit Court-1879**

**MEMORANDUM OPINION AND ORDER**

THIS CASE COMING TO BE HEARD on Defendant's Motion to Dismiss, the court, having considered the briefs submitted and being fully advised in the premises,

THE COURT HEREBY ORDERS that the Motion is GRANTED.

*Background*

This is a dispute surrounding a zoning change to certain property formerly owned by 1572 North Milwaukee Building Corporation, (appropriately) commonly known as 1572 N. Milwaukee (the "Property") which was formerly occupied by a tenant business known as Double Door Liquors ("Double Door"<sup>1</sup>). Plaintiff alleges that when he attempted (and eventually succeeded) to evict the Double Door for various alleged lease violations, then-Alderman Proco Joe Moreno retaliated against him with various threats and by introducing legislation to have the Property re-zoned for less valuable purposes. The first of those proposals (the "B1-1" and "RS-3" proposals) never advanced out of committee, while a third (the "B2-2" ordinance) was eventually passed by the City, though substantially after the Double Door had already been evicted. Plaintiff filed both a federal case (against both Moreno and the City)<sup>2</sup> and this matter against only the City, which it subsequently removed and joined to the Federal Case.

In both cases, Plaintiff alleges claims for several violations of his rights under the Illinois and United States Constitutions, as well as claims for money damages in tort. The Northern District Court later issued an extensive and detailed order dismissing the federal claims and remanding this matter, which the Defendant here now also moves to dismiss.

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<sup>1</sup> Both parties agree that the Double Door was a well-known music venue.

<sup>2</sup> Case No. 17-cv-5348

Legal Standard

Section 2-619.1 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-101 *et seq.* (the “Code”), permits litigants to combine section 2-615 and 2-619 arguments to dismiss into a single motion. However, a combined motion must be divided into parts, and each part shall be limited to and specify a single section of the Code under which relief is sought. 735 ILCS 5/2-619.1; *Storm & Associates, Ltd. V. Cuculich*, 298 Ill. App. 3d 1040, 1046 (1998).

A motion to strike or dismiss pursuant to section 2-615 of the Code challenges the legal sufficiency of a pleading. *Jarvis v. South Oak Dodge, Inc.*, 201 Ill. 2d 81, 85 (2002). The court does not resolve credibility issues or questions of fact because a section 2-615 motion admits the truth of the factual allegations in the complaint. *Matson v. Dep’t of Human Rights*, 322 Ill. App. 3d 932, 937 (2001). In contrast, a section 2-619 motion to dismiss admits the legal sufficiency of the complaint and asserts defects, defenses, or other issues that either appear on the face of the complaint or are established by external submissions that act to defeat the plaintiff’s claim. *Zahl v. Krupa*, 365 Ill. App. 3d 653, 657-58 (2006). When considering a motion to dismiss under either 2-615 or 2-619, a court should grant the motion where no set of facts could be proven which could entitle the plaintiff to relief. *Feldheim v. Sims*, 326 Ill. App. 3d 302, 310 (2001); *Haddick v. Valor Ins.*, 198 Ill. 2d 409, 414 (2001); *Oldendorf v. GMC*, 322 Ill. App. 3d 825, 828 (2001); *Piser v. State Farm Mut. Auto. Ins. Co.*, 405 Ill. App. 3d 341, 345 (2010).

Discussion

As noted above, the U.S. District Court has already addressed many of the issues in this case. In particular, the Court analyzed (and rejected) Plaintiffs’ claims for violations of his rights to free speech, equal protection, and due process under the U.S. Constitution. While his claims here are brought under the Illinois Constitution and the District Court’s decision is not binding thereon, this court finds it largely persuasive.<sup>3</sup>

First, Plaintiffs’ equal protection and substantive due process claims plainly fail because he himself alleges rational bases for the City’s decision<sup>4</sup> to

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<sup>3</sup> In particular, the relevant rights and applicable law are largely similar as to the Constitutional claims. See e.g. *Jacobson v. Department of Public Aid*, 171 Ill. 2d 314, 322 (1996)

<sup>4</sup> I.e. the B2-2 ordinance that was actually passed. Plaintiff’s claims based on the earlier proposals fail for the additional reason that they were never passed and had no alleged impact on

downzone his Property, “including constantly high noise levels... illicit drug use and alcohol abuse... and, damage done to the property” over the course of many years. Indeed, Strauss argues in his response to the Motion that he “rid the neighborhood of these problems” by evicting the Double Door, and if anything “should have been rewarded” for doing so. Plaintiff does not allege that the City as a whole had some other basis for its decision, only alleging at length that Alderman Moreno (who is not a party to this case) was motivated solely by personal animus. The court takes judicial notice that there are at any given time fifty (50) Aldermen on the Chicago City Council (plus the Mayor), and allegations that one of them had an improper motive for seeking a zoning change are insufficient to sustain a claim against the City based on such change.<sup>5</sup>

Plaintiff’s procedural due process claims are also insufficient: as to the B2-2 ordinance, he does not allege that he was in fact denied a meaningful hearing on the zoning change. Indeed, he admits that the City *did* hold hearings on the matter and only speculates that any objection he *could* have raised would have been ignored. The B1-1 and RS-3 proposals were just that: mere proposed legislation<sup>6</sup> does not generally implicate procedural due process rights,<sup>7</sup> and Plaintiff offers no support for his assertion that the City was required to quickly call a vote on and resolve the proposals.<sup>8</sup>

Finally, the court also finds the City is immune from Plaintiff’s remaining tort<sup>9</sup> claims under the Tort Immunity Act, 745 ILCS 10/1 *et seq.* The Act (in relevant part) provides that “[a] local public entity is not liable for an injury caused by adopting or failing to adopt an enactment” or “for an injury resulting from an act or omission of its employee where the employee is not liable.” *Id.*, §§2-103 and 2-109. Further, as to such employees, the Act provides immunity

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the eventual sale of the Property: Plaintiff himself alleges that he sold the Property for \$9.1 million, the exact amount of a prior alleged offer before any zoning change.

<sup>5</sup> In particular, Plaintiff does not allege that the City as a whole was even *aware* of Moreno’s threats or otherwise had any reason to act in any other way on the proposals.

<sup>6</sup> This fact also defeats Plaintiff’s claim under the Contracts Clause of the Illinois Constitution, which plainly states only that no “law impairing the obligation of contracts... shall be passed.” Neither of the proposals he asserts impaired potential sales was ever passed.

<sup>7</sup> See *River Park, Inc. v. City of Highland Park*, 23 F. 3d 164 (7<sup>th</sup> Cir. 1994)

<sup>8</sup> Plaintiff’s Inverse Condemnation claim fails for similar reasons. The B1-1 and RS-3 proposals were clearly not a “taking” of the Property (as they were never actually passed), and Plaintiff’s assertion that the B2-2 ordinance “all economically beneficial use” of the Property is belied by his own admission that he later sold it for a similar amount he asserts it was worth prior to the zoning change.

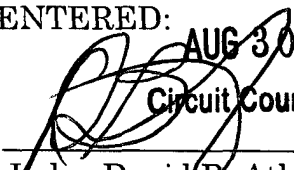
<sup>9</sup> The court need not determine whether such immunity also extends to Plaintiff’s Constitutional claims, having dismissed them on other grounds as discussed above.

from any claim “resulting from his enactment or omission in determining policy when acting in the exercise of such discretion even though abused.” *Id.*, §2-201.

Viewed in any light, Plaintiff’s Complaint falls within the realm of this immunity. All of his tort claims arise out of the adoption (or efforts thereto) of a zoning ordinance, which is a core legislative function of local governments such as the City. Even Moreno’s individual alleged conduct - threatening to seek the zoning changes out of personal animus - relates squarely to his discretion to do so as an Alderman. The Act applies to all such acts of discretion, regardless of motive<sup>10</sup> and “even though abused.”

For all these reasons, the court finds all claims raised in Plaintiff’s Second Amended Complaint must be dismissed. Having found as such, the court need not discuss the other arguments raised by the City in support of its Motion.

WHEREFORE, Defendant’s Motion to Dismiss is GRANTED in that the Second Amended Complaint is hereby dismissed with prejudice in its entirety. This is a final and appealable order.

JUDGE DAVID B. ATKINS  
 ENTERED: **AUG 30 2019**  
  
**Circuit Court-1879**  
 \_\_\_\_\_  
 Judge David B. Atkins

The court.

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<sup>10</sup> *Village of Bloomingdale v. CDG Enterprises, Inc.*, 196 Ill. 2d 484, 493 (2001)

## Notice of Appeal

(08/21/19) CCG 0256 A

**APPEAL TO THE APPELLATE COURT OF ILLINOIS  
FROM THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

COUNTY \_\_\_\_\_ DEPARTMENT, \_\_\_\_\_ CHANCERY \_\_\_\_\_ DIVISION/DISTRICT \_\_\_\_\_

FILED  
9/26/2019 12:40 PM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL  
2018CH00256  
6729641

Brian J. Strauss, individually, and d/b/a 1572 North  
Milwaukee Ave. Building Corp., an Illinois Corp.,

Plaintiff/ ☒ Appellant ☐ Appellee

v.

The City of Chicago, a municipal corporation,

Defendant/ ☐ Appellant ☒ Appellee

Reviewing Court No.: \_\_\_\_\_

Circuit Court No.: 2018 CH 00256

**NOTICE OF APPEAL**

(Check if applicable. See IL Sup. Ct. Rule 303(a))(3).

☐ Joining Prior Appeal ☐ Separate Appeal ☐ Cross Appeal

Appellant's Name: Brian J. Strauss, etc.

☒ Atty. No.: 54718 ARDC No.: 6187739  
☐ Pro Se 99500

Name: James P. McKay, Jr.

Atty. for (if applicable):

Plaintiff - Appellant

Address: 161 North Clark Street, Suite 3050

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Telephone: (312) 605-8800

Primary Email: jpmckaylaw@gmail.com

Appellee's Name: The City of Chicago

☒ Atty. No.: 90909 ARDC No.: 6311478  
☐ Pro Se 99500

Name: Jordan A. Rosen, Asst. Corp. Counsel

Atty. for (if applicable):

Defendant - Appellee

Address: 30 North La Salle Street, Suite 1230

City: Chicago

State: IL Zip: 60602

Telephone: (312) 744-9018

Primary Email: jordan.rosen@cityofchicago.org

An appeal is taken from the order or judgment described below:

Date of the judgment/order being appealed: 8/30/19

Name of judge who entered the judgment/order being appealed: Judge David B. Atkins

**Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois**  
**cookcountyclerkofcourt.org**

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**Notice of Appeal**

(08/21/19) CCG 0256 B

Relief sought from Reviewing Court:

Plaintiff - Appellant is seeking a reversal of the Trial Court's Order of 8/30/19 dismissing the Plaintiff's

Second Amended Complaint, and ask that the case be remanded to the Trial Court for further proceedings

consistent with the Appellate Court's Opinion and Order, and for any additional relief Plaintiff is entitled to.

I understand that a "*Request for Preparation of Record on Appeal*" form (CCA N025) must be completed and the initial payment of \$110 made prior to the preparation of the Record on Appeal. The Clerk's Office will not begin preparation of the ROA until the Request form and payment are received. Failure to request preparation of the ROA in a timely manner, i.e., at least 30 days before the ROA is due to the Appellate Court, may require the Appellant to file a request for extension of time with the Appellate Court. A "*Request for Preparation of Supplemental Record on Appeal*" form (CCA N023) must be completed prior to the preparation of the Supplemental ROA.

/x/ James P. McKay, Jr.

To be signed by Appellant or Appellant's Attorney

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

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A111

## CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>○ Richard J Daley Center<br/>50 W Washington<br/>Chicago, IL 60602</li> <li>○ District 2 - Skokie<br/>5600 Old Orchard Rd<br/>Skokie, IL 60077</li> <li>○ District 3 - Rolling Meadows<br/>2121 Euclid<br/>Rolling Meadows, IL 60008</li> <li>○ District 4 - Maywood<br/>1500 Maybrook Ave<br/>Maywood, IL 60153</li> <li>○ District 5 - Bridgeview<br/>10220 S 76th Ave<br/>Bridgeview, IL 60455</li> <li>○ District 6 - Markham<br/>16501 S Kedzie Pkwy<br/>Markham, IL 60428</li> <li>○ Domestic Violence Court<br/>555 W Harrison<br/>Chicago, IL 60607</li> <li>○ Juvenile Center Building<br/>2245 W Ogden Ave, Rm 13<br/>Chicago, IL 60602</li> <li>○ Criminal Court Building<br/>2650 S California Ave, Rm 526<br/>Chicago, IL 60608</li> </ul> <p><b>Daley Center Divisions/Departments</b></p> <ul style="list-style-type: none"> <li>○ Civil Division<br/>Richard J Daley Center<br/>50 W Washington, Rm 601<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> <li>● Chancery Division<br/>Richard J Daley Center<br/>50 W Washington, Rm 802<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> </ul> | <ul style="list-style-type: none"> <li>○ Domestic Relations Division<br/>Richard J Daley Center<br/>50 W Washington, Rm 802<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> <li>○ Civil Appeals<br/>Richard J Daley Center<br/>50 W Washington, Rm 801<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> <li>○ Criminal Department<br/>Richard J Daley Center<br/>50 W Washington, Rm 1006<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> <li>○ County Division<br/>Richard J Daley Center<br/>50 W Washington, Rm 1202<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> <li>○ Probate Division<br/>Richard J Daley Center<br/>50 W Washington, Rm 1202<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> <li>○ Law Division<br/>Richard J Daley Center<br/>50 W Washington, Rm 801<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> <li>○ Traffic Division<br/>Richard J Daley Center<br/>50 W Washington, Lower Level<br/>Chicago, IL 60602<br/>Hours: 8:30 am - 4:30 pm</li> </ul> |
|---|--|

**Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois**  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

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APPEAL TO THE APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT  
FROM THE CIRCUIT COURT OF THE COOK JUDICIAL CIRCUIT  
COOK COUNTY, ILLINOIS

BRIAN J. STRAUSS, ET AL.

Plaintiff/Petitioner

Reviewing Court No: 1-19-1977

Circuit Court No: 2018CH000256

Trial Judge: DAVID B. ATKINS

v.

THE CITY OF CHICAGO, ET AL.

Defendant/Respondent

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**CERTIFICATE OF SERVICE**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Certificate of Service are true and correct and that, on November 4, 2021, he served the foregoing Appellant's Brief and Appendix on counsel of record via the Odyssey eFileIL electronic filing system to the parties listed below:

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*Attorney for Plaintiff-Appellant*