2026 IL App (1st) 260071
No. 1-26-0071

Opinion filed November 12, 2026

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT, THIRD DIVISION

CHURCH MUTUAL INSURANCE COMPANY, NOW KNOWN AS CHURCH MUTUAL INSURANCE COMPANY, S.I., Plaintiff-Appellant,
v.

FRONTIER MANAGEMENT, LLC, WELLTOWER TENANT GROUP, LLC d/b/a THE AUBERGE AT ORCHARD PARK, AND CHARLES NEDOSS, Independent Executor of the Estate of Bertrand Nedoss, Deceased, Defendants.

(Frontier Management, LLC and Welltower Tenant Group, LLC d/b/a The Auberge at Orchard Park, Defendants-Appellees.)

Appeal from the Circuit Court of Cook County
Honorable Cecilia A. Horan, Judge, Presiding.
No. 25 CH 3345

PRESIDING JUSTICE QUISH delivered the judgment of the court, with opinion.
Justices Lampkin and Rochford concurred in the judgment and opinion.

OPINION

¶ 1 Plaintiff Church Mutual Insurance Company, now known as Church Mutual Insurance Company, S.I. ("Church Mutual"), appeals from the order of the circuit court of Cook County granting the motion to dismiss filed by defendants Frontier Management, LLC and Welltower Tenant Group d/b/a The Auberge at Orchard Park (collectively, "defendants"). Church Mutual's complaint sought a declaration that it had no duty to defend or indemnify defendants under its primary and umbrella policies for a wrongful death suit filed by the Estate of Bertrand Nedoss

("the Estate"). On appeal, Church Mutual argues the circuit court erred by dismissing its complaint and finding that a letter the Estate sent to defendants before filing suit was a timely "claim" under the policy. For the following reasons, we affirm.

¶ 2 I. BACKGROUND

¶ 3 The following background is taken from Church Mutual's complaint and its attachments. Bertrand Nedoss suffered from dementia and was a resident at The Auberge at Orchard Park, an assisted living facility in Morton Grove, Illinois, owned and operated by defendants. In the early morning hours of January 5, 2021, Nedoss left the facility and was found outside in 32 degree weather near an adjacent building. He was taken to the hospital for hypothermia and pronounced dead later that day.

¶ 4 On January 14, 2021, the Estate sent a letter, through its counsel, to defendants' legal department entitled "NOTICE OF ATTORNEYS LIEN & DEMAND TO PRESERVE EVIDENCE." The letter notes that the "Patient" was Bertrand Nedoss with a date of birth of June 4, 1933. The letter also stated:

> "Please be advised that the family of **Bertrand Nedoss** has retained Passen & Powell for personal injuries and related malpractice sustained at The Auberge at Orchard Park f/k/a Silverado Morton Grove.
>
> Our client has agreed to pay, as our fee, a sum equal to one-third of any recovery from the claim, and our attorney's lien is hereby claimed pursuant to the Illinois Revised Statutes.
>
> It is in your interest to refer this letter to your liability insurance carriers and to advise us as to their identities so that we may deal with them directly. In the event you have no liability insurance coverage, please contact our office for the purpose of discussing this matter.

> This letter is also a formal demand that you preserve certain evidence. If you fail to properly secure and preserve such evidence and any evidence listed below, it will give rise to the legal presumption that the evidence would have been harmful to you. See Boyd v. Travelers Insurance Co, 166 Ill.2d 188, 652 N.E.2d 267 (1995). The destruction, alteration, or loss of any of the items listed below, and any related evidence, constitutes spoliation of evidence under Illinois law.
>
> ***
>
> Failure to preserve and retain the electronic data identified in this notice may constitute spoliation of evidence and could result in claims for damages as well as evidentiary and monetary sanctions.
>
> ***
>
> As discovery in this case proceeds, we will inquire as to **The Auberge at Orchard Park f/k/a Silverado Morton Grove's** acts regarding their obligation to preserve relevant evidence. If we learn that appropriate steps have not been taken to preserve this crucial information and that some of it has been lost as a result, we will seek sanctions from the Court including but not limited to adverse charges to the jury and, if appropriate, the striking of defenses." (Emphasis in original).

¶ 5 Defendants forwarded the letter to Church Mutual shortly after receipt. Church Mutual then retained counsel on behalf of defendants to investigate and respond to this letter.

¶ 6 At the time of the January 2021 incident, defendants had an insurance policy with Church Mutual covering The Auberge at Orchard Park. The policy was effective between July 1, 2020 and July 1, 2021. The policy included claims-made general liability coverage and professional liability

coverage, the latter of which is at issue in this appeal. The professional liability coverage portion provided that this insurance applies to injury only if:

> "(1) The injury is caused by a 'professional health care incident' that takes place in the 'coverage territory;' and
>
> (2) The 'professional health care incident' did not occur before the Retroactive Date shown in the Declarations Page or after the end of the policy period; and
>
> (3) A 'claim' for damages, with respect to the injury, is first made against any insured … during the policy period or an Extended Reporting Period…"

It also provides, in relevant part, "[a] 'claim' shall be considered to be first made at the earlier of the following times: (1) When notice of such 'claim' is received by any insured or reported to us in writing."

¶ 7 The policy defined "claim" as "a 'suit' or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies." "Suit" "means a civil proceeding in which damages because of injury to which this insurance applies is alleged" including arbitration and other alternative dispute resolution proceedings. The policy contained an "Extended Reporting Period" which provided a 60-day window after the expiration of the policy to report claims that occurred during the policy period.

¶ 8 Defendants also held an umbrella policy with Church Mutual. The umbrella policy was active during the same period, and provided an excess policy limit beyond the general liability and professional liability coverage. The umbrella policy only applied to the extent to which the underlying general liability or professional liability coverage applied and contained the same definition of "claim" as the primary policy.

¶ 9 The Estate filed a survival action and wrongful death lawsuit against defendants on October 15, 2021, after the Church Mutual policies and their extended reporting periods expired. Defendants notified Church Mutual of the lawsuit. In January 2022, Church Mutual agreed to defend defendants in the wrongful death suit under its professional liability coverage portion of the policies under a reservation of rights, asserting, *inter alia*, that the matter was not covered because the January 14 letter did not constitute a "claim" under the policies because it did not demand monetary damages. Church Mutual reserved the right to withdraw from the defense and terminate payment of defense costs, the right to reimbursement of defense costs paid and the right to commence a declaratory judgment action to resolve coverage issues.

¶ 10 Church Mutual initially filed a complaint for declaratory judgment against defendants in the United States District Court for the Northern District of Illinois in January 2023. Defendants counterclaimed for declaratory judgment, breach of contract and breach of the implied covenant of good faith and fair dealing. The district court granted partial summary judgment for defendants, holding that the January 14 letter was a "claim" under the policies.[1] The court then stayed the case pending the outcome of the wrongful death action.

¶ 11 In February 2024, Church Mutual and defendants reached a "Settlement Funding Agreement," in which each agreed to fund half of any settlement of the underlying case. Under the agreement, Church Mutual and defendants each reserved the right to recoup the amount they paid towards the settlement from the other depending on the outcome of a declaratory judgment action. The Estate and defendants reached a confidential settlement in the underlying wrongful death suit

[1]In their briefs on appeal, neither party has raised the issue of whether this order has any preclusive effect on this case.

in September 2024. In this declaratory judgment complaint, Church Mutual alleged that it paid the entire settlement amount in accordance with the Settlement Funding Agreement.

¶ 12 Church Mutual appealed the district court's stay order to the United States Court of Appeals for the Seventh Circuit. The court dismissed that appeal as moot after the parties settled the wrongful death suit and the stay expired. The parties later agreed to dismiss the federal case without prejudice for lack of federal jurisdiction, and that Church Mutual would file an action in the circuit court of Cook County instead.

¶ 13 In March 2025, Church Mutual filed this case in Cook County, seeking a declaration that Church Mutual had no duty to defend or indemnify defendants in the wrongful death case under either the primary or umbrella policies and also seeking reimbursement of its defense costs and the monies it paid in settlement. Church Mutual attached the January 14 letter and alleged that it was not a "claim" under its claims-made policies, and thus, there was no coverage.

¶ 14 Defendants filed a motion to dismiss the complaint under section 2-615 of the Code of Civil Procedure, 735 ILCS 5/2-615 (West 2024), arguing that the complaint failed to state a claim for relief because the January 14 letter was a "claim" under the operative policy language, thus bringing the underlying lawsuit within the policies' coverage. Defendants argued that, because they were owed coverage under Church Mutual's policies, Church Mutual's declaratory judgment claims on the underlying coverage issue and for recoupment of defense and indemnity costs failed as a matter of law.

¶ 15 In response, Church Mutual argued the January 14 letter did not constitute a "claim," as it only intended to preserve an attorneys lien and asked defendants to preserve evidence relevant to Nedoss's death. Church Mutual argued the January 14 letter was not a "demand made by or for the injured person for monetary damages." As such, Church Mutual did not receive notice of a claim

until the lawsuit was filed in October 2021, which was only after the policy period and extended reporting period expired. Thus, Church Mutual argued it was not required to defend or indemnify defendants in the wrongful death suit.

¶ 16 After argument, the circuit court granted defendants' motion to dismiss and dismissed the case with prejudice. The court found *Berry v. St. Paul Fire & Marine Ins. Co.*, 70 F.3d 981 (8th Cir. 1995) persuasive and supported a finding that the January 14 letter constituted a "claim" under the policy. Church Mutual appeals.

¶ 17 II. ANALYSIS

¶ 18 On appeal, Church Mutual argues the circuit court erred by finding the January 14 letter was a "claim" under the policies and failing to apply controlling Illinois precedent. Defendants respond that the circuit court correctly concluded the letter was a "claim" and persuasive authority from other jurisdictions supports the circuit court's conclusion.

¶ 19 A motion to dismiss under section 2-615 tests the legal sufficiency of the complaint. *Greenswag v. Lieberman Management Services, Inc.*, 2026 IL 132101, ¶ 24. The court must determine whether the allegations of the complaint, taken as true and construed in the light most favorable to the plaintiff, are sufficient to establish a cause of action upon which relief may be granted. *Id.* The complaint should not be dismissed unless it is apparent that no set of facts can be proved that would entitle the plaintiff to recovery. *Solano v. City of Chicago*, 2026 IL App (1st) 242135, ¶ 9. We review the circuit court's order granting a motion to dismiss *de novo*. *Greenswag*, 2026 IL 132101, ¶ 24.

¶ 20 Here, the underlying facts are not in dispute. Rather, this appeal concerns the legal significance of the January 14 letter and whether it constituted a "claim" under the policy. The primary objective in interpreting an insurance policy is to ascertain the intention of the parties, as

expressed in the language of the policy. *Hess v. Estate of Klamm*, 2020 IL 124649, ¶ 15. If the policy is unambiguous, it will be applied as written unless its application contravenes public policy. *Hobbs v. Hartford Ins. Co. of the Midwest*, 214 Ill. 2d 11, 17 (2005). If the policy is ambiguous, it will be liberally construed in favor of coverage. *Id.* However, "we will not strain to find an ambiguity where none exists." *Id.* When terms are specifically defined in a policy, they will be given the meaning as defined in the policy. *Gaudina v. State Farm Mut. Auto. Ins. Co.*, 2014 IL App (1st) 131264, ¶ 18. The interpretation of an insurance policy is a legal question that is reviewed *de novo*. *Hess*, 2020 IL 124649, ¶ 14.

¶ 21 The policy at issue is a "claims-made" policy as opposed to an occurrence policy. The difference is the risk insured under each policy. "An occurrence-based policy insures against an insurable act or omission that occurs during the policy period regardless of when a legal claim arising out of the act or omission is made against the insured." *Illinois Insurance Guaranty Fund v. Chicago Insurance Co.*, 2015 IL App (5th) 140033, ¶ 4. "A claims-made policy *** insures against the risk of a claim being made against the insured during the policy period." *Id.* "The purpose of a claims-made policy is to allow the insurance company to easily identify risks, allowing it to know in advance the extent of its claims exposure and compute its premiums with greater certainty." *Uhlich Children's Advantage Network v. National Union Fire Co. of Pittsburgh, PA*, 398 Ill. App. 3d 710, 715 (2010). Such a policy "requires not only that a claim be first made during the policy period, but also that it be reported to the insurer during the policy period." *Id.*

¶ 22 Church Mutual's policies defined a "claim" as "a 'suit' or demand made by or for the injured person for monetary damages because of alleged injury to which this insurance applies." There is no dispute the Estate did not file the wrongful death lawsuit until after the policies' extended reporting period ended. Therefore, the sole issue is whether the January 14 letter was a

"demand made by or for the injured person for monetary damages because of alleged injury" covered by the policies such that it qualifies as a "claim." We find that it is.

¶ 23 We agree with the circuit court that *Berry v. St. Paul Fire & Marine Insurance Co.*, 70 F.3d 981 (8th Cir. 1995) is persuasive. In *Berry*, Ronald Berry obtained a judgment against his former employer after he developed silicosis from a sand-blaster manufactured by the employer. After Berry's death, his estate filed suit against one of the employer's insurers to enforce that judgment. *Berry*, 70 F.3d at 981-82. The employer's claims-made insurance policy defined a "claim" as a "demand in which damages are alleged." *Id.* at 982. The estate sent a letter to the decedent's employer stating counsel represented the decedent "for personal injuries and disability he sustained while using one of your products," noting that the decedent sustained severe and permanent disability, and asserting an attorneys lien. The letter also encouraged the employer to "forward this letter to your products liability insurance carrier for proper handling so we may discuss this situation prior to the commencement of products liability litigation." *Id.*

¶ 24 The Eighth Circuit held that the letter, "fairly read, clearly qualifies as a 'claim'" under the policy. *Berry*, 70 F.3d at 982. The letter referred to a "Products Liability Claim" of the decedent, stated that the decedent sustained personal injuries and disability from using one of his employer's products and encouraged the recipient to forward the letter to their insurance company so the "situation" could be discussed before suit was filed. *Id.* The court held that, while the letter did not refer to a particular amount of damages, it said that he "sustained severe and permanent disability" and "the inference that Mr. Berry's injuries and disability should be compensated in money is unmistakable." *Id.* The court explained that "[t]he letter is telling Empire that Mr. Berry has a claim, that the claim is Empire's responsibility, and that the claim should be referred to Empire's insurance company." *Id.* at 982. The court also observed "the reference to an attorney's lien

presupposes the existence of a claim, because it is a claim to which the lien attaches under state law." *Id.* See also *White v. Great American Assurance Co.*, 641 S.W.3d 668, 671-72 (Ct. App. Ark. 2022).

¶ 25 Similarly, in this case, Church Mutual's policies defined a "claim" to include a "demand made by or for the injured person for monetary damages because of alleged injury..." Here, as in *Berry*, the Estate sent a letter which unambiguously informed defendants that the Estate intended to hold them legally responsible for Nedoss's personal injuries and resulting death. While the letter did not contain an explicit monetary demand, it stated the Estate had retained counsel "for personal injuries and related malpractice" related to Nedoss, referred to a contingency fee arrangement whereby counsel would receive "a sum equal to one-third of any recovery from the claim," and provided notice of an attorney's lien. The letter specifically asked defendants to forward the letter to their insurers so counsel for the Estate could deal with the insurance companies directly. The letter was "also a formal demand" to preserve evidence and informed them of the consequences of failing to preserve evidence in future court proceedings and that the Estate would seek sanctions from the court, including but not limited to "adverse charges to the jury" and striking of defenses.

¶ 26 As in *Berry*, even absent an explicit monetary demand, "the inference that [Nedoss's death] should be compensated in money is unmistakable" given the letter refers to the Estate retaining counsel "for personal injuries and related malpractice." See *Berry*, 70 F.3d at 982. The letter mentions a contingency fee arrangement based on the Estate's "recovery from the claim," making it clear the Estate was seeking monetary damages from defendants. The letter provided Church Mutual with sufficient information to identify and investigate potential risks, consistent with the purpose of a claims-made policy. See *Uhlich Children's Advantage Network*, 398 Ill. App. 3d at 713. An attorneys lien cannot attach unless there is an underlying monetary award and thus, the

letter necessarily made a claim for monetary damages. Accordingly, we find the January 14 letter was a "demand made by or for the injured person for monetary damages" such that it constituted a claim under the applicable policies.

¶ 27 The *Berry* court rejected the argument that no claim would occur until Berry either filed suit or made a specific demand for payment, holding: "True, the letter does not request payment of a specific dollar amount, but sometimes complaints in actions actually filed in Court don't either, so this omission does not seem inconsistent with the letter's being treated as a 'claim.' Treating the letter as other than a claim, it seems to us, requires a tortured construction of its text. In our view, anyone receiving this letter would know that Mr. Berry was claiming that he was owed money." *Berry*, 70 F.3d at 982. We make similar findings as to the January 14 letter in this case. There is no reasonable way to interpret this letter as other than seeking money damages from defendants for Nedoss's personal injuries suffered at defendants' facility.

¶ 28 Church Mutual tries to distinguish *Berry* on multiple grounds. It first argues *Berry* involved a different definition of "claim" that did not require a demand for "monetary damages," and only required that "damages" be alleged. We see no meaningful difference between how a claim was defined in *Berry* and how it is defined in the present case. Church Mutual's policies do not define "demand" or "damages." Damages are "[m]oney claimed by, or ordered to be paid to, a person as compensation for loss or injury." Black's Law Dictionary (12th ed. 2024). The use of "damages" and "monetary damages" are interchangeable in this context, and the inclusion of "alleged" in the definition of "claim" in *Berry* does not mandate a different result in this case. Therefore, we reject Church Mutual's argument.

¶ 29 Church Mutual next cites cases which declined to follow *Berry*. However, those cases are distinguishable either based on the specific policy language or because the letters lacked

information or allegations that are present in the letter sent by the Estate in our case. See *Colony Insurance Co. v. Chesapeake Energy Corp.*, 215 F. Supp. 3d 1190, 1195 (D.C. W.D. Okla. Sept. 28, 2016) (letter contained no allegations against the insured, did not ask the insured to inform their insurer, and did not mention an attorneys lien or a claim to which one would attach or advise the recipient that a suit would be imminent); *Zurich American Insurance Co. v. Syngenta Crop Protection LLC*, 314 A.3d 665, 678-681 (Del. 2024) (letter did not identify any person who had a claim for money against the insured, but rather referred to the possibility of future lawsuits without naming any specific plaintiff); *Klein v. Fidelity & Deposit Co. of America*, 700 A.2d 262, 275 (Md. Ct. Spec. App. 1997) (distinguishing *Berry* based on policy language and because "the letters here at issue do not, either explicitly or implicitly, demand money of appellants."). *Berry* is far more analogous to this case than any of the cases cited by Church Mutual. We reject Church Mutual's attempts to distinguish *Berry*.

¶ 30 Church Mutual's cited case, *James River Insurance Co. v. TimCal, Inc.*, 2017 IL App (1st) 162116, supports our holding. In *TimCal*, an insurance agent arranged the sale of homeowner's insurance from Fidelity. *Id.* ¶ 4. After a fire damaged the home, Fidelity paid the ensuing insurance claim. *Id.* ¶ 4. Fidelity then sent the agent a letter claiming that TimCal violated the terms of their agreement by submitting an application containing inaccurate information for that homeowner's insurance, and thus, breached his duties as an agent. *Id.* ¶¶ 4-5. The letter asserted that Fidelity sustained damages in the amount it would be required to pay the homeowner for the damage, reserved at $576,500, and stated "[t]his letter is intended to place you on notice that we will seek to recover these damages from you." *Id.* ¶ 5. The agent forwarded the letter to his insurer nine months later. The applicable policy defined a "claim" as a "written demand for monetary damages arising out of or resulting from the performing or failure to perform 'Professional Services'" in its

claims-made policy. *Id.* ¶¶ 6, 11. In the ensuing declaratory judgment action, this court held that the letter was a "claim" under the policy, as the letter "demanded payment of monetary damages, even though it did not specify a settlement amount or its total damages." *Id.* ¶¶ 23-25.

¶ 31 Church Mutual argues *TimCal* "clearly held" that when the policy's definition of a claim requires a demand for monetary damages, the demand must be explicit. We reject that reading of *TimCal*. *TimCal* merely held that the demand for damages constituted a claim under the policy, even if the demand did not include a specific dollar amount. *TimCal* did not hold that such demand had to be explicit, as Church Mutual argues. Thus, *TimCal* supports our holding here. Also, *TimCal* followed *Berry* and other cases which held that similar demands constituted "claims" despite the lack of a specific dollar amount listed in the letter. *Id.* ¶ 23.

¶ 32 Church Mutual's reliance on *WestRock, CP, LLC v. Lexington Ins. Co.*, 2024 IL App (1st) 231631-U, is misplaced. In *WestRock*, the applicable insurance policy defined a claim as "any demand(s) or notice(s) or assertion(s) of a legal right alleging liability or responsibility on the part of the INSURED and shall include but not be limited to lawsuit(s), petitions(s), order(s) or government and/or regulator actions(s), filed against the INSURED." *Id.* ¶ 9. The insured received a letter from the EPA under the Comprehensive Environmental Response, Compensation, and Liability Act requesting information and documents about a "Superfund" site the insured owned. *Id.* ¶ 11. The letter warned that failing to respond or providing a false response could result in an enforcement action by the EPA, fines, or criminal penalties. *Id.*

¶ 33 This court held that the letter did not qualify as a "claim" under the policy because it was merely a request to provide information about the site and did not "assert or notify WestRock of any pecuniary obligation nor of any legal or equitable obligation." *Id.* ¶ 84. This court found the

letter merely referred to potential criminal penalties for lying to the government and did "not state anything for which WestRock will be called to account." *Id.*

¶ 34 Church Mutual argues the January 14 letter is analogous to the letter in *WestRock*, as it does not threaten any immediate action and merely hints at the possibility of a future legal right. We disagree. Here, the letter asserts the Estate retained counsel for "personal injuries and related malpractice sustained [by Nedoss] at The Auberge at Orchard Park," states that the Estate has agreed to pay, as their fee, a contingency fee of "one-third of any recovery from the claim," asserts a right to an attorneys lien, refers to future court proceedings and advises defendants to notify their insurer or if they do not have insurance, to contact counsel directly to discuss "this matter." The letter does not request information or reference an investigation, as the letter in *WestRock.* We find *WestRock* distinguishable.

¶ 35 Church Mutual next argues the circuit court acknowledged the letter only contained a "strong implication that there will be a lawsuit," but no suit had been filed at the time of the letter. It argues the possibility of a future lawsuit does not fall under the policy's definition of a claim. We reject this argument. The policy defines "claim" in a manner that is not limited to a "suit" but also includes a "demand made by or for the injured person for monetary damages." A demand for monetary damages is sufficient in and of itself under that definition, even if no lawsuit is ever filed.

¶ 36 In their reply brief, Church Mutual argues the circuit court's holding allows for an implicit demand to qualify as a claim when no such language appears in the policy. However, there is also no language in the policy stating the demand for monetary damages must be explicit. While the letter does not include the word "damages" or ask for a specific dollar amount, it does refer to "recovery," a "claim" and "personal injuries."

¶ 37 At oral argument, Church Mutual's counsel argued that the circuit court's dismissal was improper under section 2-615 because it made inferences in favor of the moving party that the letter implied a lawsuit was forthcoming. Counsel also argued that there were questions of fact which should have precluded the dismissal. However, Church Mutual did not raise either of these arguments before the circuit court or in its briefs on appeal. Therefore, these arguments are forfeited. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020) ("Points not argued [in an opening brief] are forfeited and shall not be raised *** in oral argument."); *Wells Fargo Bank, N.A. v. Maka*, 2017 IL App (1st) 153010, ¶ 24.

¶ 38 Lastly, Church Mutual raises a policy argument that the circuit court applied a "standardless test" which leaves both insurers and insureds confused as to what qualifies as a claim under a claims-made policy. It argues this court should adopt a bright-line rule requiring an actual demand for money for a claim to exist. We disagree that a bright line rule is justified when interpreting different insurance policies involving different policy terms and different definitions of a "claim." Our resolution of this case is based solely on the language and definitions in this policy and the language of the letter sent by the Estate.

¶ 39 Given the language of the policy and the letter sent by the Estate, we find the January 14 letter was a "demand made by or for the injured person for monetary damages," and thus, was a timely claim under the policy. Therefore, Church Mutual's complaint for declaratory judgment was properly dismissed.

¶ 40 III. CONCLUSION

¶ 41 For the foregoing reasons, we affirm the judgment of the circuit court.

¶ 42 Affirmed.

Church Mutual Insurance Co. v. Frontier Management LLC., **2026 IL App (1st) 260071**

Decision Under Review:	Appeal from the Circuit Court of Cook County, No. 25-CH-3345; the Hon. Cecilia A. Horan, Judge, presiding.
Attorneys for Appellant:	Clinton E. Cameron, Courtney D. Logli, and Ian A.N. Lindsay, of Clyde & Co. US LLP., for appellant.
Attorneys for Appellee:	Angela R. Elbert and Paul Walker-Bright, of Neal Gerber & Eisenberg, LLC., for appellee Frontier Management, LLC. and Welltower Tenant Group, LLC d/b/a The Auberge at Orchard Park. Amanda M. Leffler and P. Wesley Lambert, of Shumaker Loop & Kendrick LLP., for appellee Frontier Management, LLC. and Welltower Tenant Group, LLC d/b/a The Auberge at Orchard Park..