

No. 14-3600

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IN THE APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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AMA REALTY GROUP OF ILLINOIS, LLC,

*Plaintiff-Appellant,*

v.

MELVIN M. KAPLAN REALTY, INC.,

*Defendant-Appellee.*

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Appeal from the Circuit Court of Cook County, Illinois  
County Department, Law Division No. 2013 L 008416  
The Honorable Margaret A. Brennan Presiding

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**BRIEF OF APPELLANT AMA REALTY GROUP OF ILLINOIS, LLC**

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**ORAL ARGUMENT REQUESTED**

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## STATEMENT OF THE CASE

This is a simple breach of contract case. This case involves a one-year exclusive real estate listing agreement between the parties, under which Plaintiff/Appellant, AMA Realty Group of Illinois, LLC (“AMA”), contracted with Defendant/Appellee, Melvin M. Kaplan Realty, Inc. (“Kaplan”), to sell commercial real estate located at 4600 North Michigan Avenue, Chicago, Illinois (the “Property”) owned by AMA. The listing agreement provided that Kaplan was entitled to a commission if: (a) during the listing-period, it brought to AMA an offer to purchase the Property at the agreed marketing price of \$11,700,000; or (b) if AMA contracted to sell the Property during the listing period. To facilitate Kaplan’s efforts, the listing agreement required AMA to provide to Kaplan the names and addresses of any prospective purchasers that contacted AMA during the one-year period.

It is undisputed that Kaplan was unable to bring to AMA an offer to purchase the Property for the marketing price of \$11,700,000 or that AMA did not execute any contract to sell its Property during the listing period. This Appeal centers around AMA’s sale of the Property a year after the listing-period expired to a prospective purchaser who Kaplan had met with during the listing period.

The issue in this Appeal is whether the Circuit Court erred in holding that, as a matter of law, Kaplan was entitled to receive 5% of the sale-price of

the Property on a sale that occurred a year after the listing period expired, to a purchaser that it had not initially identified, and at a sale-price substantially below the asking price that AMA was ultimately compelled to accept.

### **JURISDICTION**

Pursuant to Rule 303, this Court has jurisdiction over Plaintiff's appeal of the Circuit Court's October 22, 2014 Order granting Defendant's Motion for Summary Judgment and entering Judgment in favor of Defendant on Plaintiff's claim. A-5, 6; C. 951.

### **ISSUE PRESENTED FOR REVIEW**

1. Whether the Circuit Court erroneously granted summary judgment in favor of the Defendant on its breach of contract Counterclaim resolving disputed issues of fact where Plaintiff presented sufficient evidence to prove Defendant was in direct contact with all prospective purchasers.

### **STATEMENT OF FACTS**

Plaintiff/Appellant, AMA, is the owner of commercial real estate located at 4600 North Michigan Avenue, Chicago, Illinois. Appellee/Defendant, Kaplan, is a real estate brokerage firm. Alex Loyfman and Michael Loyfman, are all members and managers of AMA. Ben Friedman is an agent of Kaplan, and represented Kaplan in the transaction at issue in this case. Boris Shuster, David Roos, and Jay Landesman are

agents of Landwhite Development, LLC (“Landwhite”) to whom the Property was eventually sold over a year later.

AMA entered into an exclusive listing agreement for the sale of the Property with Kaplan for an initial asking price of \$11,700,000. C. 29. The Exclusive Agreement granted Melvin Kaplan the exclusive right to earn a commission for the sale of the Property between January 26, 2009 and January 25, 2010. Paragraph 2 of the Exclusive Agreement provided that:

“[i]f during the term of this Contract Broker obtains an offer to purchase the property from a ready, willing and able buyer at the marketing price or if Seller enters into a contract for the sale or exchange of the property at any price and upon terms to which Seller consents, Seller shall be obligated to pay Broker a commission of five percent (5%) of the gross sales price of sale or exchange.” C. 29

Defendant admits: (1) At no point in time from January 26, 2009, through 11:59 p.m. on January 25, 2010, did Kaplan receive an offer to purchase the Property from a ready, willing, and able buyer at the marketing price of \$11,700,000. (2) At no point in time from January 26, 2009, through 11:59 p.m. on January 25, 2010, did AMA enter into a contract for the sale or exchange of the Property at any price and upon any terms to which AMA consented. C. 634.

Paragraph 13 of the Exclusive Listing Agreement provides: “Seller agrees to immediately refer to the seller’s designated agent all prospective purchasers or brokers who contact Seller for any reason and to provide Seller’s Designated agent all prospective purchasers or brokers who contact

Seller for any reason and to provide Seller's Designated agent with their names and phone numbers." C. 30.

Kaplan was in possession of the names and phone numbers of all prospective buyers at all times relevant to the Counterclaim. C. 624. C. 687-8. Friedman testified he brought the eventual purchasers (Landwhite) to AMA. C. 624. At no time were AMA principals Alex or Michael Loyfman aware of any potential buyers that Kaplan was not already in contact with.

Michael Loyfman, Alex Loyfman, Boris Shuster, Jay Landesman, David Roos all met with Ben Friedman on December 9, 2009 at McGuire Woods. C.629. Despite meeting with Friedman, Landwhite was unaware of any exclusive listing agreement. C. 688, C. 722.

During the term of the exclusive listing agreement, Landwhite offered \$4 million to purchase the property (34% of the marketing price) and Alex Loyfman rejected the offer. C. 624. On the day the exclusive listing term ended Landwhite offered \$6 million (51% of the marketing price) to purchase the property and Loyfman ultimately did not accept the offer. C. 704. Landwhite eventually offered to purchase the property for \$6,750,000 (57% of the marketing price). AMA was compelled by financial circumstances to sell the Property for \$6,750,000 a year after the list-period expired. C. 583.

### **Proceedings in the Circuit Court**

Plaintiff filed the instant action on October 22, 2012 alleging slander of title. C. 3. On February 14, 2013 Defendant filed a Counterclaim alleging

breach of contract, promissory estoppel, and quantum meruit. Counts alleging promissory estoppel and quantum meruit were dismissed on May 29, 2013. C. 17, C. 271. Plaintiff filed its Second Amended Complaint on October 10, 2013 alleging slander of title. C. 376.

On August 28, 2014 Defendant filed a Motion for Summary Judgment on its Counterclaim for breach of contract that argued in pertinent part that Plaintiff failed to provide the name and address of a prospective purchaser who Defendant previously met with. C. 532.

October 22, 2014, the Circuit Court granted Defendant's Motion for Summary Judgment and entered Judgment against Plaintiff on its slander of title claim. C. 951.

On November 24, 2014, Plaintiff timely filed a Notice of Appeal of the Circuit Court's October 22, 2014 and October 31, 2014 orders entering Judgment against Plaintiff in the amount of \$486,898.51. C. 954.

### **STANDARD OF REVIEW**

A *de novo* standard applies to review of rulings on summary judgment. *Lazenby v. Mark's Construction, Inc.*, 236 Ill. 2d 83, 93, 923 N.E.2d 735, 337 Ill. Dec. 884 (2010). A court should grant a motion for summary judgment only when "the pleadings, depositions, affidavits, and admissions on file reveal that no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law." *Natalie v. Gottlieb Memorial Hospital*, 314 Ill. App. 3d 885, 888 (1st Dist. 2000). The court must construe



the pleadings, depositions, affidavits, and admissions on file liberally in favor of the nonmoving party and strictly against the moving party. *Id.*

Where the facts are undisputed, “if a fair-minded person may draw different inferences from those undisputed facts,” *Consolino v. Thompson*, 127 Ill. App. 3d 31 (1st Dist. 1984); or “if any facts are presented upon which reasonable persons may disagree,” *Dietz v. Spalla*, 186 Ill. App. 3d 742 (1st Dist. 1989), then the motion must be denied and the inferences drawn by the trier of fact. In such situations, the trial court “does not have any discretion in deciding the matter.” *Loyola Academy v. S & S Roof Maintenance, Inc.*, 146 Ill.2d 263 (1992). *See Raglin v. HMO Illinois, Inc.*, 230 Ill. App. 3d 642, 172 Ill. Dec. 90 (1st Dist. 1992) (“A triable issue exists where there is a dispute as to material facts or where, although the facts are not in dispute, reasonable minds might differ in drawing inferences from those facts”). In this case the material facts are disputed and on those facts where parties agree reasonable minds differ about the inferences drawn from those facts.

### **ARGUMENT**

This Court should overturn the Circuit Court’s erroneous ruling granting Kaplan’s Motion for Summary Judgment where AMA performed all its obligations under the exclusive listing agreement and there was never an offer to purchase the property at the listing price nor was an offer to purchase the property accepted during the term of the exclusive listing agreement. Kaplan failed to either (1) take a more active role in negotiations with a

prospective purchaser and secure a reasonable offer during the term of the exclusive listing agreement or (2) draft an agreement that would secure its commission in this situation as many other brokers do. AMA should not pay for Kaplan's failures. The contract is clear and unambiguous, there is no question that AMA presented sufficient evidence of its performance to survive a motion for summary judgment.

**I. THE CIRCUIT COURT IMPROVIDENTLY GRANTED SUMMARY JUDGMENT, RESOLVING DISPUTED ISSUES OF FACT, WHERE PLAINTIFF PRESENTED SUFFICIENT EVIDENCE TO PROVE DEFENDANT WAS IN DIRECT CONTACT WITH ALL PROSPECTIVE PURCHASERS.**

This is a simple breach of contract case. Defendant is seeking a several hundred thousand dollar commission despite failing to sell Plaintiff's property pursuant to their agreement. The contract is clear. Plaintiff fully performed pursuant to the contract because Defendant admits it was in direct communication with all prospective purchasers and still failed to make the sale prior to the listing expiring. The Circuit Court erroneously held there were no facts supporting AMA's contention that it fully performed its obligations under the exclusive listing agreement to notify Kaplan of all prospective purchasers despite Kaplan's agent meeting with the eventual purchasers and having their name and address at all relevant times.

Kaplan's agent, Benzoit Friedman, met and negotiated with representatives of Landwhite, the prospective purchasers at issue during the term of the exclusive listing agreement. C. 629. Despite Friedman

participating in the negotiation and having the names and phone numbers of the prospective purchasers an offer to purchase the property was not accepted until after the exclusive listing period expired. C. 629. Kaplan was in direct contact with Landwhite at all relevant times and there is no evidence of any collusion by Landwhite and AMA to avoid paying the commission. Rather, Kaplan through its agent Freidman, simply failed to do its job and sell the property during the term of the listing.

In an exclusive sales agreement the broker may become entitled to a commission if the property is sold by anyone during the life of the agreement. *Kennedy, Ryan, Monigal & Associates, Inc. v. Watkins*, 242 Ill. App. 3d 289, 294 (1993). Contrary to the Circuit Court's erroneous ruling, Kaplan is not entitled to a commission because the property was not sold during the listing period. Kaplan's agent, Benzoit Friedman, testified as follows:

“Q: ...As the broker or as the broker's agent, did you obtain an offer to purchase the property from a ready, willing, and able buyer at the marketing price?

A: No.

Q: Okay. But the agreement goes on to say, ‘or if Seller enters into a contract for the sale or exchange of the property at any price and upon any terms to which the seller consents, Seller shall be obligated to pay Broker commission of five percent’ et cetera, et cetera, et cetera. Do you contend that the seller in this case entered into a contract for the sale or exchange of the property at any price upon any terms to which the seller consents?”

A: Yes.

Q: And when did that happen?

A: In paper it happened on February 3<sup>rd</sup>.

Q: Okay. That's after the exclusive listing period expired?

A: Correct” C. 634.

It is undisputed that a written contract for the sale of the Property was not entered into until long after the exclusive listing period was over. In Illinois, under the Statute of Frauds, a contract for the sale of land is unenforceable unless it is in writing, is signed by the party against whom enforcement is sought, and contains a description of the property and the terms of sale, including the price and manner of payment. *Hubble v. O'Connor*, 291 Ill. App. 3d 974, 983 (1997). Accordingly, the sale was not completed until long after the exclusive listing period expired when AMA and Landwhite entered into a written agreement.

This Court should enforce the contract according to the plain meaning of its terms. *Dowd & Dowd, Ltd. V Gleason*, 181 Ill. 2d 460 (Ill. Sup. Ct. 1998). “The primary objective in construing a contract is to give effect to the intent of the parties.” *Gallagher v. Lenart*, 226 Ill.2d 208, 232 (2007). In determining whether there was a sale that triggered a commission, the court must ascertain the intent of the parties as evidenced in the contract as a whole. *Kennedy*, 242 Ill. App. 3d at 295. In determining the parties’ intent, the court simply looks to the contract as ultimately executed; when the contract terms are clear and unambiguous they must be given their ordinary and natural meaning, and no parol evidence may be considered to vary the meaning of the terms; whether an ambiguity exists is itself a question of law for the court. *Hammel v. Ruby*, 139 Ill. App. 3d 241, 247 (1985).

The intent of the parties was for Kaplan to be in direct contact with all potential purchasers and be paid a commission if the property sold during the listing period or if a qualifying offer was made. Kaplan was aware of all potential purchasers and the property was not sold during the listing period nor was a qualifying offer made. So Kaplan is not entitled to a commission.

The contract at issue is a form agreement prepared by Kaplan. If Kaplan wanted to earn a commission for a sale after the term of the exclusive listing agreement expired it should have a drafted contract allowing for it. Exclusive listing agreements frequently contain provisions not utilized by Kaplan here that would have insured it was paid a fee; such as provisions for a “protection period” for certain purchasers after the exclusive listing *see Calka v. Donahoe*, 20 Mich. App. 120, 125 (Mich. Ct. App. 1969), *Boulos Co. v. McDevitt*, 522 A.2d 1301 (Me. 1987) or provisions limiting a seller’s right to communicate with prospective purchasers or prohibiting interference with a sale. *see Van Schaack Land Co. v. Hub & Spoke Ranch Co.*, 244 F. Supp. 2d 1231 (D. Kan. 2003), *Doll v. Thornhill*, 6 So. 2d 793 (La.App., Orleans 1942).

The language in paragraph 13 was not negotiated or altered by Plaintiff. The terms of an agreement, if unambiguous, should generally be enforced as they appear, and those terms will control the rights of the parties. *Dowd & Dowd, Ltd. v. Gleason*, 181 Ill. 2d 460 (1998). AMA complied with paragraph 13 because all prospective purchasers were in direct contact with Kaplan. The sale was not completed during the listing period because Kaplan failed to

take any affirmative action to complete the sale with Landwhite after having its name and contact information.

Assuming *arguendo* that the exclusive listing agreement is ambiguous, any ambiguity in the terms of a contract must be resolved against the drafter of the disputed provision. *Id.* Here, the exclusive listing agreement does not require the seller to refrain from communicating directly with prospective purchasers that the broker is already aware of nor does it provide for the broker to be paid a commission if an offer is made during the listing agreement period and it is not accepted until after the agreement is over. The exclusive listing agreement is clear and AMA fully performed.

### CONCLUSION

Defendant was in direct contact with all prospective purchasers at all relevant times. Defendant met with the prospective purchasers. Plaintiff did not conceal his contact with prospective purchasers. Plaintiff did nothing to prevent Defendant from earning a commission had Defendant endeavored to sell the property. The Defendant failed to earn a commission because it failed to sell the property during the term of the exclusive listing. The Circuit Court erred in holding as a matter of law, with all reasonable inferences drawn in the Plaintiff's favor, that AMA did not refer prospective purchasers to Kaplan and provide their contact information where Kaplan met with the prospective purchasers at issue and had their contact information. Under *de novo* review this Court should overturn the Circuit Court's order because the

instant litigation does not grant Kaplan an opportunity to rewrite a better exclusive listing agreement.

WHEREFORE, for the reasons discussed herein, Plaintiff-Appellant, AMA Realty Group of Illinois, LLC, respectfully asks that the Circuit Courts' October 31, 2014 Order be reversed, and that that this case be remanded to the Circuit Court for further proceedings in accordance with this Court's decision.

Respectfully submitted,

**AMA REALTY GROUP  
OF ILLINOIS, LLC,**  
Plaintiff-Appellant

By: Alexander N. Loftus  
One of its attorneys

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Dated: February 26, 2015

## CERTIFICATE OF COMPLIANCE

The undersigned certifies that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages containing the Rule 341(d) cover, the Rule 341(h)(1) statement of 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 12 pages.

**AMA REALTY GROUP  
OF ILLINOIS, LLC,**  
Plaintiff/Appellant

By: Alexander N. Loftus  
One of its attorneys

Daniel J. Voelker, Esq.  
Alexander N. Loftus, Esq.  
Voelker Litigation Group  
311 W. Superior Street  
Suite 500  
Chicago, Illinois 60654



IN THE APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

---

AMA REALTY GROUP OF ILLINOIS, LLC,	) Appeal from the Circuit Court ) of Cook County, Illinois )
Plaintiff,	)
v.	) Circuit Court No. 2013 L 008416 ) Judge Margaret Brennan, Presiding )
MELVIN M. KAPLAN REALTY, INC.)	)
Defendant.	) Date of Judgment: October 31, 2014 ) )

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**NOTICE OF FILING**

TO: Counsel of Record Listed Below in the Certificate of Service

**PLEASE TAKE NOTICE** that on the **26<sup>th</sup>** day of **February, 2015** we caused to be filed with the Clerk of the Illinois Appellate Court, First District, 160 North LaSalle Street, Chicago, Illinois 600601, **Brief of Plaintiff/Appellant AMA Realty Group of Illinois, LLC**, a copy of which is enclosed herewith and hereby served upon you.

**AMA REALTY GROUP OF ILLINOIS, LLC,**  
Plaintiff/Appellant

By: Alexander N. Loftus  
One of its attorneys

Daniel J. Voelker, Esq. (#6189578)  
Alexander N. Loftus, Esq. (#6303484)  
The Voelker Litigation Group  
311 W. Superior Street, Suit 500  
Chicago, Illinois 60650

**CERTIFICATE OF SERVICE**

The undersigned, an attorney, hereby certifies that I caused three (3) copies of **Brief of Plaintiff/Appellant AMA Realty Group of Illinois, LLC**, to be served upon:

Kevin A. Sterling, Esq.  
Laura Newcomer Cohen, Esq.  
The Sterling Law Office LLC  
411 N. LaSalle St., Suite 200  
Chicago, IL 60654

by depositing a copy of same in the U.S. Mail, first-class postage prepaid, addressed to said parties, from 311 West Superior Street, Chicago, Illinois 60654 this **26th** day of **February, 2015**.

*Alexander N. Loftus*

## **APPENDIX**

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IN THE CIRCUIT COURT OF COOK COUNTY  
COUNTY DEPARTMENT, LAW DIVISION

AMA Realty of Illinois  
Plaintiff(s),

No. 12L012019

v.

Melvin M. Kaplan Realty, Inc.  
Defendant(s)

ORDER

This matter coming before the Court on Kaplan's Motion for Summary Judgment, the Court hearing oral argument and being advised in the Premises, It is Ordered:

- 8301 1) Kaplan's Motion for Summary Judgment is granted and
- 4280 judgment is entered in the amount of \$337,500 p
- 4281 2) Kaplan is granted leave to file its Petition for Attorneys fees,
- costs and Pre-judgment interest pursuant to the Broker Law Act
- 8301 3) Judgment is entered against AMA and in favor of Kaplan
- on AMA's slander of title claim
- 4304 4) Trial date of 10/27/2014 is stricken
- 6293 5) This matter is set for status on 10/31/2014 at 10:00am on
- Kaplan's Fee, Cost & Pre-judgment interest petition

Atty. No.: 33338

Name: Kerwin A. Sterling

Atty. for: Melvin M. Kaplan Realty

Address: 411 N. LaSalle St. #200

City/State/Zip: Chicago, IL 60654

Telephone: 312/670-9744

ENTERED:

*[Signature]*

Judge

Judge's No.

Judge Margaret Ann Brennan



OCT 22 2014

Circuit Court - 1846

CO11955

5

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

AMA REALTY GROUP OF ILLINOIS,  
LLC, and Illinois limited liability company,  
Plaintiff,

v.

MELVIN M. KAPLAN REALTY, INC., an  
Illinois corporation,

Defendant.

Case No. 12-L-012019

Calendar N

MELVIN M. KAPLAN REALTY, INC., an  
Illinois corporation,

Defendant/Counter-Plaintiff,

v.

AMA REALTY GROUP OF ILLINOIS,  
LLC, an Illinois limited liability company  
and NEAR NORTH NATIONAL TITLE,  
LLC, an Illinois limited liability company,

Plaintiff/Counter-Defendants.

AGREED ORDER

THIS MATTER COMING TO BE HEARD on Counter-Plaintiff's Post-Judgment Petition for Attorneys' Fees, Costs, Expenses, and Interest, and Plaintiff/Counter-Defendant's Motion for Leave to File, IT IS HEREBY ORDERED:

1. Plaintiff/Counter-Defendant's Motion for Leave to File, scheduled for presentment on October 22, 2014, is granted *instanter*.

2. Judgment is hereby entered against Plaintiff/Counter-Defendant AMA REALTY GROUP OF ILLINOIS, LLC ("AMA") and in favor of Defendant/Counter-Plaintiff MELVIN A. KAPLAN REALTY, INC. ("Kaplan") in the amount of \$486,898.51, itemized as follows:

a. Kaplan is awarded damages in the amount of \$337,500.00;

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C000952

- b. Kaplan is awarded attorneys' fees in the amount of \$119,328.00;
- c. Kaplan is awarded pre-judgment interest in the amount of \$29,681.51;
- d. Kaplan is awarded recording fees, filing costs, and expenses in the amount of \$389.00.

4301 3. Judgment is entered against AMA and in favor of Kaplan on AMA's Second Amended Complaint for Slander of Title.

4221 4. Near North National Title, LLC ("NNNT") shall disburse \$486,336.01 plus any post-judgment interest due to Kaplan from its Escrow No. 01122025.

4220 5. AMA shall deposit an irrevocable letter of credit in the amount of \$70,000.00 into Escrow No. 01122025 at NNNT as additional security for the foregoing judgment pursuant to Illinois Supreme Court Rule 305(a) on or before November 26, 2014. Such Letter of Credit shall be issued by an FDIC insured financial institution that maintains offices in Chicago, Illinois. The Letter of Credit shall be for a minimum original term of not less than 18 months and shall provide for automatic renewals until conclusion of AMA's appeal.

9203 6. Enforcement of this judgment is stayed pending resolution of AMA's appeal.

Judge Margaret Ann Brennan

OCT 31 2014

Circuit Court - 1846



*[Handwritten Signature]*  
 ENTERED  
 Oct 31, 2014  
 DATE

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Notice of Appeal

3323



(8/13/08) CCG 0256

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

County DEPARTMENT, Law DIVISION/DISTRICT

AMA REALTY GROUP OF ILLINOIS, LLC
Plaintiff/ Appellant
v.
MELVIN M. KAPLAN REALTY, INC.
Defendant/ Appellee

Reviewing Court No.
Circuit Court No. 2012 012019
FILED
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
2014 NOV 24 AM 9:15
DOROTHY BROWN CLERK
CIVIL APPEALS DIVISION

NOTICE OF APPEAL

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

Joining Prior Appeal Separate Appeal Cross Appeal

Appellant's Name: AMA REALTY GROUP OF ILLINOIS, LLC
Appellant's Attorney (if applicable): Voelker Litigation Group
Address: 311 W. Superior Suite 500
City/State/Zip: Chicago, IL 60654
Telephone Number: 312-772-5396
Cook County Attorney Code: 48085 or Pro se 99500 (Choose one)

Appellee's Name: MELVIN M. KAPLAN REALTY, INC.
Appellee's Attorney (if applicable): Sterling Law Office, LLC
Address: 411 North LaSalle St., Suite 200
City/State/Zip: Chicago, IL 60654
Telephone Number: 312-670-9744
Cook County Attorney Code: or Pro se 99500 (Choose one)

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

Date of the judgment/order being appealed: 10/31/14
Name of judge who entered the judgment/order being appealed: Margaret Brennan
Relief sought from Reviewing Court: Reversal and Remand to Circuit Court

I understand that a "Request for Preparation of Record on Appeal" form (CCA 0025) 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 0023) must be completed prior to the preparation of the Supplemental ROA.

(To be signed by the Appellant or Appellant's Attorney)

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

C00954



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