

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

BIJAL SHAH, UMA BANSAL, BUMAL)	
PROPERTIES, LLC,)	
)	
PLAINTIFFS,)	
)	
v.)	Case No.
)	
@PROPERTIES, AT WORLD PROPERTIES,)	JURY DEMANDED
LLC d/b/a @PROPERTIES CHRISTIE’S)	
INTERNATIONAL REAL ESTATE, LEIGH)	
MARCUS, KATIE GONZALEZ, GABRIEL)	
RENDON, LEIGH MARCUS TEAM, RICK)	
SOBIN, and MORRELL NEELY,)	
)	
DEFENDANTS.)	

COMPLAINT AT LAW

NOW COME the Plaintiffs, BIJAL SHAH, UMA BANSAL, BUMAL PROPERTIES, LLC, by and through their attorney, Blake Horwitz, of The Blake Horwitz Law Firm, Ltd., and complaining of the Defendants, @PROPERTIES, AT WORLD PROPERTIES, LLC d/b/a @PROPERTIES| CHRISTIE’S INTERNATIONAL REAL ESTATE, LEIGH MARCUS, KATIE GONZALEZ, GABRIEL RENDON, LEIGH MARCUS TEAM, RICK SOBIN, and MORRELL NEELY, state as follows:

I. PARTIES

1. BIJAL SHAH owns property in the County of Cook, City of Chicago, located at 1922 W. Grace St., Chicago, Illinois, 60613.
2. UMA BANSAL owns property in the County of Cook, City of Chicago, located at 1922 W. Grace St., Chicago, Illinois, 60613.
3. BUMAL PROPERTIES, LLC (“BUMAL PROPERTIES”), owns the property in the County of Cook, City of Chicago, located at 1922 W. Grace St., Chicago, Illinois, 60613.

4. 1922 W. Grace St., Chicago, Illinois 60613 is hereafter referred to as THE HOME.

5. BIJAL SHAH, UMA BANSAL, and BUMAL PROPERTIES are hereafter referred to as PLAINTIFFS.

6. PLAINTIFFS are consumers within the meaning of the Illinois Consumer Fraud and Deceptive Business Act.

7. DEFENDANT @PROPERTIES, AT WORLD PROPERTIES, LLC d/b/a @PROPERTIES| CHRISTIE'S INTERNATIONAL REAL ESTATE (“@PROPERTIES”) is a corporation doing business in, *inter alia*, the County of Cook and the State of Illinois.

8. @PROPERTIES is a real estate agency located in Chicago, Illinois. It represented and acted on behalf of PLAINTIFFS, through the DEFENDANT REALTORS, in facilitating the rental of THE HOME.

9. DEFENDANT LEIGH MARCUS (“MARCUS”) is a real estate licensee licensed by the State of Illinois. In 2024 and for many years prior, he worked for @PROPERTIES as a realtor. He is currently licensed in the State of Illinois as a realtor. He is part of the LEIGH MARCUS TEAM.

10. DEFENDANT KATIE GONZALEZ (“GONZALEZ”) is a real estate licensee licensed by the State of Illinois. In 2024, she worked for @PROPERTIES as a realtor. She is currently licensed in the State of Illinois as a realtor. She is part of the LEIGH MARCUS TEAM.

11. DEFENDANT GABRIEL RENDON (“RENDON”) is a real estate licensee licensed by the State of Illinois. In 2024, he worked for @PROPERTIES as a realtor. He is currently licensed in the State of Illinois as a realtor. He is part of the LEIGH MARCUS TEAM.

12. The DEFENDANT LEIGH MARCUS TEAM is a group of individuals made up of, *inter alia*, MARCUS, GONZALEZ, and RENDON. This team works together by listing, selling, and renting properties to achieve a financial benefit for the individuals who make up the LEIGH MARCUS TEAM and for themselves individually.

13. The LEIGH MARCUS TEAM is a group of realtors who work at @PROPERTIES and hold themselves out as a “team of experienced, licensed real estate agents serving Chicago, Illinois metro area, with a proven track-record of getting results quickly and a direct line of communication at all times.”

14. MARCUS, RENDON, and GONZALEZ are hereafter referred to as the DEFENDANT REALTORS.

15. DEFENDANT REALTORS work on behalf of @PROPERTIES, receive instructions and training from @PROPERTIES, use instrumentalities (computers, printers, office space, advertising services), and consequently bind @PROPERTIES for the work they perform.

16. DEFENDANT RICK SOBIN (“SOBIN”) is a real estate licensee licensed by the State of Illinois and a managing broker. In 2024 and for many years prior, he worked for @PROPERTIES as a realtor and a managing broker. He is currently licensed in the State of Illinois as a realtor and a managing broker. At all relevant times, he managed, had oversight of, and reviewed the contracts, sales, and rental agreements of the LEIGH MARCUS TEAM and the DEFENDANT REALTORS.

17. DEFENDANT MORRELL NEELY (“NEELY”) lives in the County of Cook, City of Chicago, at THE HOME and is presently PLAINTIFFS’ tenant.

18. NEELY is presently living at THE HOME yet has refused to pay PLAINTIFFS rent.

19. At the time in which DEFENDANT REALTORS worked for, at, and/or on behalf of @PROPERTIES, they represented PLAINTIFFS for the purpose of listing and renting THE HOME.

20. DEFENDANT REALTORS, at all times, were obliged to follow Illinois law and regulations including the Real Estate Licensing Act.

21. DEFENDANT REALTORS and THE LEIGH MARCUS TEAM may be used interchangeably throughout this complaint but have the same meaning.

II. INTRODUCTION

22. DEFENDANT REALTORS schemed together to cause a rental agreement to be executed with DEFENDANT NEELY, who possessed an unscrupulous financial and eviction background. DEFENDANT NEELY is now, after paying only the first month's rent to the DEFENDANT REALTORS as a commission, living in THE HOME—valued at over two million dollars—for free.

23. PLAINTIFFS have received exactly zero dollars in renting THE HOME.

24. Prior to the rental of THE HOME, NEELY had, *inter alia*, personally filed for bankruptcy on at least five occasions, had lodged against him (1) a \$75,000.00 back rent/eviction judgment, (2) a 2023 federal criminal fraud action, an (3) eviction and judgment order for \$646,285.86, (4) and another eviction filed in November, 2023.

25. DEFENDANT REALTORS were actively engaged in procuring and analyzing the financial background of DEFENDANT NEELY while representing both DEFENDANT NEELY and PLAINTIFFS but simultaneously pretending that DEFENDANT NEELY had *his own personal real estate agent* when DEFENDANT REALTORS were acting as his personal agent.

26. The multiple false representations and/or omissions undertaken by DEFENDANT REALTORS give rise to, *inter alia*, violations of the Illinois Consumer Fraud and Deceptive Business Act, the Real Estate License Act, Misrepresentation, and Negligent Misrepresentation.

III. FACTUAL ALLEGATIONS

27. On April 17, 2024, PLAINTIFFS entered into a contractual agreement with the DEFENDANT REALTORS (Exhibit A) (“Contractual Agreement”). The relevant time period where the following allegations take place is from April 17, 2024 to approximately May 24, 2024.

28. The Contractual Agreement’s purpose was to secure a tenant for THE HOME.

29. DEFENDANT REALTORS were actively engaged in securing a renter for THE HOME on behalf of PLAINTIFFS.

30. At the time the Contractual Agreement was entered into, DEFENDANT REALTORS were real estate agents acting on behalf of PLAINTIFFS.

31. At the time in which the Contractual Agreement was entered into, none of the DEFENDANT REALTORS represented a prospective tenant, including DEFENDANT NEELY, and they only represented PLAINTIFFS.

32. Shortly after the Contractual Agreement was entered into, DEFENDANT REALTORS advised PLAINTIFFS that a prospective tenant—DEFENDANT NEELY—was available to rent THE HOME.

33. When they first interacted with DEFENDANT NEELY, DEFENDANT REALTORS represented to him that they could be his agent for purpose of securing the rental of THE HOME.

34. When DEFENDANT REALTORS chose to become agents of DEFENDANT NEELY, they did not advise PLAINTIFFS that they were also the agent of DEFENDANT NEELY.

35. When DEFENDANT REALTORS chose to be the agents of DEFENDANT NEELY, they intentionally withheld from PLAINTIFFS that they were also the agents of DEFENDANT NEELY with the intention of securing a \$11,500.00 commission for renting the HOME.

36. When DEFENDANT REALTORS chose to be the agent of DEFENDANT NEELY, they falsely advised PLAINTIFFS that DEFENDANT NEELY had his own agent.

37. DEFENDANT REALTORS had a duty to communicate to PLAINTIFFS that they were also representing DEFENDANT NEELY. *See Pawlowic v. Pearce*, 59 Ill. App. 2d 153, 157 (1965); *Jeffrey Allen Industries, Inc. v. Sheldon F. Good & Co.*, 153 Ill. App. 3d 120, 123 (1st Dist. 1987); *Gruwell v. Ill. Dep't of Fin. & Prof'l Regulation*, 406 Ill. App. 3d 283, 299 (4th Dist. 2010).

38. This fiduciary duty was breached when DEFENDANT REALTORS knowingly undertook to represent DEFENDANT NEELY while simultaneously representing the PLAINTIFFS, yet DEFENDANT REALTORS failed to advise PLAINTIFFS of this dual representation.

39. The date the lease agreement for THE HOME was entered into was May 24, 2024.

40. In writing, DEFENDANT REALTORS advised PLAINTIFFS that they were communicating with DEFENDANT NEELY'S agent as to the following, *inter alia*, issues:

- i. securing a credit check;

- ii. resolving problems associated with a credit report;
- iii. correcting NEELY'S social security number for credit check purposes;
- iv. personal and professional references relative to DEFENDANT NEELY;
- v. seeking a June 1, 2024 move-in date;
- vi. the correction of the social security number of DEFENDANT NEELY;
- vii. re-running a credit check of DEFENDANT NEELY;
- viii. the rental amount at \$11,250 plus \$250.00 for pet rent;
- ix. "how soon" DEFENDANT NEELY would move in;
- x. the receipt of a landlord reference;
- xi. the urgent need to lock-in the lease;
- xii. dog breeds allowed in the home;
- xiii. an alternative occupant being the son of DEFENDANT NEELY;
- xiv. a non-refundable move in fee of \$250.00;
- xv. the amount of the security deposit at one-and-a-half times rent;
- xvi. a lease start date of June 1, 2024, with an end date of May 31, 2025;
- xvii. setting up a conference call with NEELY and his agent;
- xviii. that the first month's rent will be made out to @PROPERTIES from the tenant;
- xix. generating a one- or two-year lease;
- xx. lawn maintenance; and
- xxi. decking for the rooftop.

41. Only after communicating and exchanging the, *inter alia*, 21 above terms, DEFENDANT REALTORS demonstrated through their signatures on the lease that the LEIGH MARCUS TEAM was the agent for both DEFENDANT NEELY and PLAINTIFFS.

42. In other words, at the last moment, after all the negotiations were complete and all background information concerning DEFENDANT NEELY was exchanged, DEFENDANT REALTORS demonstrated in writing (by signing the lease) that they were also the agent of DEFENDANT NEELY.

43. Prior to seeing the lease signature, PLAINTIFFS were unaware that the LEIGH MARCUS TEAM represented DEFENDANT NEELY.

A. Reliance

44. PLAINTIFFS actually relied upon the representations of DEFENDANT REALTORS that they were engaging in the background investigation of DEFENDANT NEELY and acting solely on behalf of the PLAINTIFFS.

45. PLAINTIFFS justifiably relied upon the representations of DEFENDANT REALTORS that they were engaging in the background investigation of DEFENDANT NEELY and were only acting on behalf of the PLAINTIFFS either through omission and/or direct communication.

46. A reasonable person in PLAINTIFFS' shoes would have reasonably relied upon the representations of DEFENDANT REALTORS that they were engaging in the background investigation of DEFENDANT NEELY and were acting on behalf of PLAINTIFFS.

47. PLAINTIFFS, prior to and while signing the lease agreement, believed (and reasonably believed) that DEFENDANT REALTORS were the exclusive realtors for PLAINTIFFS, acted exclusively on behalf of PLAINTIFFS, had a fiduciary duty exclusive to the PLAINTIFFS, and were otherwise representing the PLAINTIFFS in good faith and in the absence of dual agency.

48. PLAINTIFFS did not notice until a later date, after the lease was signed, that DEFENDANT REALTORS also represented DEFENDANT NEELY.

49. Prior to signing the lease, PLAINTIFFS were not told by any of the DEFENDANT REALTORS that there was dual agency and/or that NEELY was also represented by the DEFENDANT REALTORS.

50. There are multiple reasons why PLAINTIFFS believed (and reasonably believed) that DEFENDANT REALTORS acted on behalf of PLAINTIFFS while evaluating the background information referable to DEFENDANT NEELY as DEFENDANT REALTORS materially and meaningfully participated in said process.

51. DEFENDANT REALTORS undertook the following material actions, *inter alia*, to demonstrate that they were engaging in a meaningful background investigation of DEFENDANT NEELY:

- i. advising PLAINTIFFS as to the absence of pay stubs as DEFENDANT NEELY worked for himself;
- ii. obtaining from DEFENDANT NEELY and tendering to the PLAINTIFFS NEELY'S tax returns;
- iii. advising PLAINTIFFS as to the failure of DEFENDANT REALTORS to create an application link that allowed DEFENDANT NEELY to generate a proper background check;
- iv. advising PLAINTIFFS that DEFENDANT NEELY'S credit report was ready;
- v. providing PLAINTIFFS references on behalf of DEFENDANT NEELY for the DEFENDANT REALTORS to call;
- vi. advising PLAINTIFFS that the DEFENDANT REALTORS were checking on NEELY'S background;
- vii. advising PLAINTIFFS that DEFENDANT NEELY'S credit score was available for review;

- viii. advising PLAINTIFFS that the DEFENDANT REALTORS were waiting for the results of the background check regarding NEELY'S credit;
- ix. advising PLAINTIFFS that the DEFENDANT REALTORS secured professional references on behalf of DEFENDANT NEELY;
- x. advising PLAINTIFFS that DEFENDANT NEELY was eagerly waiting to get his credit report;
- xi. advising PLAINTIFFS that DEFENDANT REALTORS were waiting for the correct social security number and credit check by following up with DEFENDANT NEELY'S agent for these items;
- xii. advising PLAINTIFFS that DEFENDANT REALTORS will "investigate the credit" of DEFENDANT NEELY;
- xiii. advising PLAINTIFFS that they were securing a credit check;
- xiv. resolving problems associated with a credit report;
- xv. correcting NEELY'S social security number for credit check purposes;
- xvi. tendering personal and professional references relative to DEFENDANT NEELY;
- xvii. correcting the social security number of DEFENDANT NEELY;
- xviii. re-running a credit check of DEFENDANT NEELY; and
- xix. securing a prior landlord reference.

52. While DEFENDANT REALTORS were busy investigating the background of DEFENDANT NEELY, they failed to ensure that, *inter alia*, an eviction background, a full criminal background, and financial background were secured and tendered to PLAINTIFFS. *See infra* for the specific background deficiencies.

B. Nature of Misrepresentations

53. DEFENDANT REALTORS made communications to PLAINTIFFS concerning the existence of an agent on behalf of DEFENDANT NEELY that DEFENDANT REALTORS knew were false.

54. Each DEFENDANT REALTOR was well aware that their own team was also representing DEFENDANT NEELY, and by failing to disclose said fact, caused PLAINTIFFS to believe that the background information they received concerning DEFENDANT NEELY was reviewed and analyzed by DEFENDANT REALTORS as agents of the PLAINTIFFS and only the PLAINTIFFS absent a competing fiduciary duty to DEFENDANT NEELY.

55. DEFENDANT REALTORS intended to make false statements of material fact by telling PLAINTIFFS that DEFENDANT NEELY had his own agent, that they were speaking to NEELY'S agent, and that the parties (PLAINTIFFS and NEELY) would negotiate the terms of the lease.

56. DEFENDANT REALTORS knew that that DEFENDANT NEELY did not have his own agent and that NEELY'S and PLAINTIFFS' agent were the same—DEFENDANT REALTORS.

57. DEFENDANT REALTORS represented that NEELY had his own agent to induce PLAINTIFFS to rely upon said representation and PLAINTIFFS did in fact rely upon those statements as if they were true, which proximately caused PLAINTIFFS damages in the form of, *inter alia*, lost rent and the loss of potential buyer for THE HOME.

58. DEFENDANT BROKERS intended to cause PLAINTIFFS to rely upon the background work they had performed to induce PLAINTIFFS to sign the lease and therefore secure a commission on behalf of DEFENDANT REALTORS.

59. In the alternative, DEFENDANT REALTORS negligently misrepresented and/or represented to PLAINTIFFS that DEFENDANT NEELY had his own realtor during the lease negotiation time period to induce PLAINTIFFS to rely upon said representations, which proximately caused PLAINTIFFS to enter into the lease agreement with DEFENDANT NEELY.

60. As shall be set forth *infra*, the background information gathered by DEFENDANT REALTORS was false and materially incomplete. Through the actions of the DEFENDANT REALTORS, PLAINTIFFS were caused to believe that DEFENDANT REALTORS reviewed and verified the background information, and that after exercising their fiduciary duty, DEFENDANT REALTORS reasonably concluded that DEFENDANT NEELY was an appropriate, financially solvent tenant when instead the opposite was true.

61. DEFENDANT REALTORS took it upon themselves to secure all the background information referable to DEFENDANT NEELY, including but not limited to financial, criminal, and eviction information.

62. DEFENDANT REALTORS knew that the background information, including but not limited to prior eviction data, was incomplete.

63. DEFENDANT REALTORS held themselves out as competent, capable, and experienced realtors in the Chicago-land area.

64. DEFENDANT REALTORS had a duty to:
- a. disclose that DEFENDANT REALTORS jointly represented DEFENDANT NEELY and PLAINTIFFS;
 - b. disclose that the background information was incomplete;
 - c. disclose accurate eviction information referable to DEFENDANT NEELY;
 - d. advise that the background information was incomplete with regards to NEELY'S criminal activity and eviction background; and

- e. with regard to the background information, treat the clients honestly, provide the information about the prospective tenant to the PLAINTIFFS, and disclose the financial qualifications of the buyer to the PLAINTIFFS.

65. Notwithstanding the duty to undertake the measures set forth in paragraphs 64 (a-e) above, DEFENDANT REALTORS failed to do so.

66. From April 17, 2024 to May 24, 2024, DEFENDANT REALTORS worked and communicated together, in person, via telephone, through e-mails, and by text to commit all the acts of misconduct as set forth in this complaint. DEFENDANT REALTORS worked together as part of a team, are organized as a corporate structure as a team, and are led by MARCUS and SOBIN.

67. The texts messages that were provided to PLAINTIFFS regarding the malfeasance set forth in the complaint were created as a result of the work that DEFENDANT REALTORS did together, collusively, in order to ultimately create said text messages.

68. When DEFENDANT REALTORS took it upon themselves to secure the background information referable to DEFENDANT NEELY, they had the obligation to do so in good faith and exercise their fiduciary duty to secure all said information.

69. SOBIN, as a managing broker, is legally responsible for the practice of real estate undertaken by DEFENDANT REALTORS in relation to all the allegations set forth in this complaint. *See* Real Estate License Act of 2000, Designated Managing broker Responsibility and Supervision, 225 ILCS 454/10-55.

70. DEFENDANT SOBIN, as a managing broker, has supervisory authority over the DEFENDANT REALTORS. He trained them, managed them and taught them. DEFENDANT REALTORS worked under the authority of DEFENDANT SOBIN.

71. SOBIN approved the lease that was signed by DEFENDANT REALTORS and the Contractual Agreement entered into between DEFENDANT REALTORS and PLAINTIFFS.

72. The generation and signature of the Contractual Agreement and the generation, negotiation, and signature of the lease agreement between the DEFENDANT NEELY and the PLAINTIFFS affected trade and commerce.

73. The aforementioned actions of the DEFENDANT REALTORS and SOBIN proximately caused the loss of rent of a continuing nature in the amount of \$11,500.00 per month, the loss of value of THE HOME, and loss of the opportunity to sell THE HOME.

C. Defendant Neely's Background

74. In Cook County, at the time in which DEFENDANT REALTORS were investigating the background of DEFENDANT NEELY and acting on behalf of the PLAINTIFFS, legal actions against DEFENDANT NEELY had been filed for eviction and backrent.

75. On January 24, 2024, *Piplitz et al v. Neely et al*, 20231718362, was filed wherein those Plaintiffs sought to evict DEFENDANT NEELY due to non-payment of rent in the amount of \$15,735.00.

76. A judgment order for \$75,000.00 was entered on May 23, 2024, one day before the lease was signed between PLAINTIFFS, DEFENDANT NEELY, and DEFENDANT REALTORS.

77. On September 14, 2023, eight months prior to the formation of the instant lease agreement, a judgment for \$646,285.00 (six hundred forty-six thousand, two hundred eighty-five dollars) was entered against Defendant Neely for *back rent*. This judgment was entered on appeal. *Ring v. Neely*, 19 M1 719227, 2023 IL App (1st) 210654-U.

78. @PROPERTIES was the real estate agent/company that represented Plaintiff Ring in the above action entitled *Ring v. Neely*. @PROPERTIES was aware of DEFENDANT NEELY'S refusal to pay rent and status as a hold over tenant as @PROPERTIES represented Ring in the rental and potential sale of said property while NEELY failed to pay rent but otherwise occupied Ring's property.

79. Shortly after NEELY occupied the Ring premises on July 19, 2019, NEELY failed to pay rent and an eviction action was filed by Ring against NEELY on December 2, 2019, only five months after NEELY occupied the Ring premises.

80. @PROPERTIES was Ring's agent while at the same time NEELY failed to pay rent and an eviction action was filed against NEELY by Ring.

81. Also, NEELY, at the time he submitted his application for a lease for THE HOME with @PROPERTIES, listed Noil Corporation as his employer.

82. NEELY advised an agent of the LEIGH MARCUS GROUP that he was self-employed with Noil Corporation.

83. NEELY was the president of Noil Corporation.

84. At the time NEELY submitted his lease application with @PROPERTIES for the rental of PLAINTIFFS' property, a legal action for eviction was filed seven months prior against Noil Corporation and NEELY, in *Concord v. Neely, Noil Corporation, et al*, 23 M11718031, on November 20, 2023 in the amount of \$21,320.00.

85. On December 20, 2023, six months prior to the formation of the instant lease, the federal government filed a fraud action against DEFENDANT NEELY in *USA v. Neely*, 23 CR 131, in the Northern District of Indiana.

86. As of the date of the signing of the lease, DEFENDANT NEELY had filed for bankruptcy on at least five occasions. This information was available prior to the signing of the lease in the federal PACER system. PACER stands for *Public Access* to Court Electronic Records.

87. PACER filings are available to the public.

88. The bankruptcy filings are listed as follows:

- i. 2010bk33130, California Central Bankruptcy Court, 2010;
- ii. 2012bk28151, California Central Bankruptcy Court, 2012;
- iii. 2005bk17778, California Central Bankruptcy Court, 2005;
- iv. 1987bk05957, Northern District of Illinois, 1987;
- v. 019bk14396, Northern District of Illinois, 2019

**Further Breaches of the Defendant Realtors
Based on Neely's Background**

89. The DEFENDANT REALTORS knew and/or should have known of the contractual breaches undertaken by DEFENDANT NEELY with regard to @PROPERTIES' representation of Mr. Ring as @PROPERTIES was the agent on behalf of Ring while NEELY had defaulted on his payments. @PROPERTIES during this time, had a contractual relationship with Ring and therefore the DEFENDANT REALTORS as @PROPERTY agents knew and/or should have known of NEELY'S malfeasance through shared information with Ring's realtor and/or information traditionally shared by realtors who work for @PROPERTIES.

90. Also, though DEFENDANT REALTORS were duty-bound to secure the bankruptcy information, eviction record, and filed federal criminal prosecution of DEFENDANT NEELY in their fiduciary capacity as realtors on behalf of the PLAINTIFFS, they failed to do so, which amounted to a reckless disregard for PLAINTIFFS' rights.

91. DEFENDANT REALTORS' duty to secure the information referable to the prior eviction cases, bankruptcies, as well as the federal criminal indictment was derived from the DEFENDANT REALTORS' affirmative conduct and their legal obligations: DEFENDANT REALTORS took it upon themselves to secure the background information of DEFENDANT NEELY, sent said information to PLAINTIFFS, investigated the accuracy of said information, had a fiduciary duty to act in the best interest of the PLAINTIFFS and an obligation to treat PLAINTIFFS honestly, and had a duty to transfer accurate information to PLAINTIFFS. Real Estate License Act of 2000, 225 ILCS 454/1-1 *et seq.* ("RELA").

92. DEFENDANT REALTORS negotiated with DEFENDANT NEELY, obtained background information regarding DEFENDANT NEELY, and otherwise represented PLAINTIFFS according to the daily, weekly, and monthly training and/or supervision provided by SOBIN.

COUNT I
Consumer Fraud and Deceptive Business Practices
(Against DEFENDANT REALTORS and SOBIN)

93. PLAINTIFFS re-allege paragraphs 1 to 92.

94. DEFENDANT REALTORS and SOBIN violated 815 ILCS 505/1 *et seq.*, the Consumer Fraud and Deceptive Business Practices Act ("the ACT"), by engaging in deceptive and unfair conduct and false pretenses.

95. DEFENDANT REALTORS' failure to communicate that they were representing DEFENDANT NEELY while also representing PLAINTIFFS was deceptive, a false pretense, and unfair within the meaning of the ACT.

96. Further, DEFENDANT REALTORS' omission that the LEIGH MARCUS TEAM was representing DEFENDANT NEELY while also representing PLAINTIFFS was a false pretense, unfair, and deceptive.

97. DEFENDANT REALTORS intended PLAINTIFFS to rely upon the fact that DEFENDANT NEELY was represented by a separate agent, *inter alia*, so as to induce PLAINTIFFS to enter a lease agreement with DEFENDANT NEELY and secure DEFENDANT REALTORS a commission.

98. DEFENDANT REALTORS gave the false impression that they were engaged in a legitimate background investigation of DEFENDANT NEELY to intentionally cause PLAINTIFFS to rely upon said representations with the purpose of securing a lease agreement between NEELY and the PLAINTIFFS and secure a commission for DEFENDANT REALTORS. This conduct lulled PLAINTIFFS into a false sense of security that their realtors were undertaking their fiduciary duty to work on behalf of PLAINTIFFS.

99. DEFENDANT REALTORS' communications were provided intentionally, negligently, with knowledge of their falsity, and/or with reckless disregard.

100. PLAINTIFFS are entitled to recover attorney's fees and punitive damages as they were injured by conduct that violates the ACT.

101. DEFENDANT REALTORS' conduct as set forth herein objectively violates the the ACT.

WHEREFORE, PLAINTIFFS pray that this Court grant the following relief:

- a) make a finding that the DEFENDANT REALTORS violated the ACT;
- b) award PLAINTIFFS compensatory damages in an amount greater than \$50,000.00;
- c) award PLAINTIFFS punitive damages;

- d) award PLAINTIFFS reasonable attorney's fees and costs;
- e) award PLAINTIFFS pre-judgment interest; and
- f) any other relief this Court deems just and proper.

COUNT II
Real Estate Licensing Act
(Against DEFENDANT REALTORS and SOBIN)

102. PLAINTIFFS re-allege paragraphs 1 to 92.

103. PLAINTIFFS also claim damages and set forth a cause of action under RELA.

104. The communications of DEFENDANT REALTORS and SOBIN were false, untruthful, and inherently misleading.

105. RELA required DEFENDANT REALTORS and SOBIN to treat customers honestly and not negligently provide them with false information.

106. DEFENDANT REALTORS and SOBIN did not exercise their duty in this regard, which proximately caused PLAINTIFFS damages in the form of lost rent, loss in the value of the home, and loss of the opportunity to sell their home in an amount greater than \$50,000.00.

WHEREFORE, PLAINTIFFS pray that this Court grant the following relief:

- a) award PLAINTIFFS compensatory damages in an amount greater than \$50,000.00;
- b) award PLAINTIFFS punitive damages;
- c) award PLAINTIFFS pre-judgment interest;
- d) award PLAINTIFFS reasonable attorney's fees and costs; and
- e) any other relief this Court deems just and proper.

COUNT III
Intentional Misrepresentation
(Against DEFENDANT REALTORS)

107. PLAINTIFFS re-allege paragraphs 1 to 92.

108. DEFENDANT REALTORS knew that their statements—that they were speaking/communicating with DEFENDANT NEELY’S agent to, *inter alia*, gather background material and negotiate the terms of the lease—were false and misleading. Their repeated comments in this regard were intentional and designed to induce the PLAINTIFFS to sign the lease agreement.

109. PLAINTIFFS did in fact sign the lease agreement, relying and justifiably relying upon the false representations of the DEFENDANT REALTORS, which proximately caused PLAINTIFFS damages in the form of lost rent, loss in the value of the home, and lost opportunity to sell their multi-million-dollar home.

WHEREFORE, PLAINTIFFS pray that this Court grant the following relief:

- a) award PLAINTIFFS compensatory damages in an amount greater than \$50,000.00;
- b) award PLAINTIFFS punitive damages;
- d) award PLAINTIFFS pre-judgment interest;
- e) award PLAINTIFFS reasonable attorney’s fees and costs; and
- f) any other relief this Court deems just and proper.

COUNT IV
Negligent Misrepresentation
(Against DEFENDANT REALTORS)

110. PLAINTIFFS re-allege paragraphs 1 to 92.

111. DEFENDANT REALTORS knew that their statements—that they were speaking/communicating with DEFENDANT NEELY’S agent to, *inter alia*, gather background material and negotiate the terms of the lease—were false and misleading. Their repeated comments in this regard were negligent and designed to induce PLAINTIFFS to sign the lease agreement.

112. PLAINTIFFS did in fact sign the lease agreement, relying and justifiably relying upon the false representations of DEFENDANT REALTORS, which proximately caused PLAINTIFFS damages in the form of lost rent, loss in the value of the home, and lost opportunity to sell their multi-million-dollar home.

WHEREFORE, the PLAINTIFFS pray that this Court grant the following relief:

- a) award PLAINTIFFS compensatory damages in an amount greater than \$50,000.00;
- b) award PLAINTIFFS pre-judgment interest;
- c) award PLAINTIFFS reasonable attorney's fees and costs; and
- d) any other relief this Court deems just and proper.

COUNT V

Fraud

(Brought in the Alternative Against Defendant Neely)

113. PLAINTIFFS re-allege paragraphs 1 to 92.

114. DEFENDANT NEELY intentionally signed a lease with the purpose of not paying rent. His representations to sign the lease absent the payment of rent were intentional and designed to induce PLAINTIFFS to believe that he would pay rent.

115. DEFENDANT NEELY has on many prior occasions signed a lease for large amounts of money to be paid to a landlord on a monthly basis and paid only the first months rent (or very little rent) and then stayed in the abode of the landlord as a hold-over tenant for a lengthy period of time, using traditional defenses to defend an eviction action and/or the bankruptcy laws to delay the execution of an eviction and/or back rent order.

116. DEFENDANT NEELY also intentionally falsified the following information on his application to rent THE HOME of the instant PLAINTIFFS:

- a. the absence of prior bankruptcies filings;

- b. that he has not been asked to move out by a landlord;
- c. that he has not breached a lease or a rental;
- d. that he has been living at 9001 S. Paxton Ave., since April, 2020;
- e. that he has not had credit problems.

117. Each false representation (a-e) was articulated by NEELY and NEELY knew that each representation was false. Notwithstanding his knowledge that these representations were false, he knowingly and intentionally made these representations with the specific intent of inducing the PLAINTIFFS to rely upon same and cause NEELY to become a tenant in THE HOME.

118. PLAINTIFFS reasonably and justifiably believed that NEELY would pay rent as he promised. PLAINTIFFS also reasonably believed the representations set forth in a-e above.

119. PLAINTIFFS justifiably relied upon the false representations of NEELY to their detriment, which proximately caused PLAINTIFFS damages in the form of unpaid rent, diminution of the value of their home, and the loss of the opportunity to sell their home.

120. DEFENDANT NEELY'S willingness to falsify information has reached a meaningful level, so much so that he needs to be punished to both prevent future falsifications and for the damage he has proximately caused to PLAINTIFFS.

WHEREFORE, PLAINTIFFS pray for an award of compensatory and punitive damages against NEELY and specifically request that said damages be of a continuing nature.

Respectfully submitted,

s/Blake Horwitz
Plaintiffs' Attorney

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