IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT

3298

CITY OF CHICAGO,	)	
	)	
Plaintiff,	)	
	)	Case No. 2017 M1 400775
vs.	)	
	)	
JOSEPH YOUNES, et al.	)	Property Address:
	)	1720 N. Sedgwick St.
Defendants.	)	Chicago, IL

REPLY IN SUPPORT OF RECEIVER'S FIRST INTERIM ACCOUNTING

NOW COMES CR REALTY ADVISORS, LLC, the duly appointed receiver ("CR" or "Receiver"), by and through its attorneys, Greiman, Rome & Griesmeyer, LLC, and for its Reply in Support of its First Interim Accounting (the "Accounting Report"), respectfully states as follows:

PRELIMINARY STATEMENT

In his response (the "Response") to the Receiver's Accounting Report, Defendant Joseph Younes ("Younes") argues the Receiver spent too much money fixing his property located at 1720 N. Sedgwick Street, Chicago, Illinois (the "Property"). Given his history, Younes' reaction to the Receiver's fees is predictable. Younes has never wanted to spend anything to fix his Property. When it became apparent the dilapidated, partially demolished structure located on his Property (the "Structure") would likely collapse, Younes refused to fix it. When the City of Chicago issued a citation to him regarding the Structure, Younes refused to fix it. Even after the City of Chicago filed this case, Younes still refused to fix the Structure. Clearly, Younes has always had some unrealistic ideas about the costs of maintaining his Property.

Ultimately, Younes' recalcitrance forced this Court to appoint the Receiver. In its order appointing the Receiver, the Court issued some very clear instructions about what needed to be

accomplished at the Property. Among other things, the Court expressly ordered the Receiver to retain a structural engineer to review the condition of the Structure and recommend any necessary remedial actions. Later, when the Receiver had obtained a report from a structural engineer, the Court specifically ordered the Receiver to implement the engineer's recommendations, which called for the professional installation of carefully designed structural shoring elements on the Structure that would prevent it from collapsing. Thus, the Receiver's administration of the Property has always been guided by the instructions of this Court.

And, the Receiver has always carefully abided by the Court's instructions. In accordance with the Court's orders, the Receiver hired the well-regarded structural-engineering firm of Wiss, Janney, Elstner Associates, Inc. ("WJE") to act as its independent consultant. WJE was charged with the task of assessing the current condition of the Structure and performing an independent review of any plans to install shoring elements in the Structure. When it became clear shoring of the Structure would be necessary, the Receiver hired the well-regarded firm of Contractors Access Equipment ("CAE") to design and install the shoring. The Court was fully apprised of CAE's involvement and approved CAE's installation bid in advance.

Throughout this entire process, Younes has never objected to the repairs the Receiver made to his Property. Even now, Younes seems perfectly content to accept the benefits of the Receiver's work. What Younes objects to is the Receiver's attempt to obtain compensation for its efforts. Younes does not even want the Receiver to receive compensation for the thousands of dollars it paid to WJE and CAE for their work. If Younes had his way, the Receiver would be left "holding the bag" for the money it spent fixing his Property.

Fortunately, Illinois courts do not share Younes' dim view of receivers. Receivers serve a crucial role in the repair of dangerously dilapidated properties in Illinois. If it were not for

receivers, such properties would either remain in disrepair or taxpayers would be forced to underwrite the costs of demolishing or repairing them. Therefore, Illinois courts readily award reasonable fees to receivers to compensate them for both their time and expenses. To receive an award of fees, a receiver simply needs to provide enough information to a court to give it a rational basis for making the award. Typically, a receiver's application is sufficient if it includes a time sheet detailing the receiver's activities and a discussion of any other factors impacting the award, such as the receiver's out-of-pocket expenses. Once a receiver supplies a court with this basic information, the burden shifts to anyone objecting to the receiver's application to prove the requested fees are unreasonable.

In this case, the Accounting Report contains more than enough information to give the Court a rational basis for granting the Receiver's fee request. The Accounting Report includes approximately 70-pages of text and exhibits, including detailed time sheets regarding the Receiver's activities, an itemization of the Receiver's expenses, and copies of all of the invoices the Receiver was forced to pay to administer and repair the Property. Given the breadth and depth of the information contained in the Accounting Report, there is no doubt Younes now bears the burden of proving the Receiver's fee request is somehow unreasonable.

As explained in detail below, Younes has utterly failed to meet his burden. Younes' so-called objections are nothing but a series of misleading arguments that are not corroborated with any evidence. In general, Younes is simply critical of how much it cost to assess and repair the problems at his Property, but he fails to provide this Court with any evidence that such tasks could have been appropriately completed for less money. The main problems with Younes' objections may be summarized as follows:

- Younes objects to the affidavit Josh Nadolna supplied attesting to the accuracy of the Accounting Report (the "Nadolna Affidavit"), but none of Younes' objections in this regard make any sense. For example, Younes claims the Nadolna Affidavit should be notarized, but he is wrong because the Nadolna Affidavit is certified in accordance with Section 1-109 of the Illinois Code of Civil Procedure. Obviously, the entire point of Section 1-109 is to eliminate the need to notarize certified documents. Younes also complains about the fact that the Nadolna Affidavit does not regurgitate the entire contents of the Accounting Report, but his complaint is not well-founded because the Nadolna Affidavit references the Accounting Report and attests to its accuracy.

- Younes argues the Receiver should not have paid WJE $4,600 for its structural engineering services. Yet, Younes does ***not*** contest the fact that this Court ordered the Receiver to retain a structural engineer, nor does he contest WJE's qualifications. Younes' sole complaint about WJE is that its fees were too high, but he does not support his complaint with any affidavits or evidence. Therefore, Younes has failed to prove the Receiver's payments to WJE were unreasonable.

- Younes argues the Receiver paid CAE too much for its work at the Property based on some bid Younes supposedly received from a random contractor. If Younes' alleged bid were timely and supported with an affidavit attesting to its validity and explaining its scope, it might be worth considering. But, of course, the bid is not supported with an affidavit and there is no way to tell if the bid covers work that would be comparable to CAE's work, nor is there any way to tell if the alleged bidder is qualified to perform the work covered by the bid. Moreover, Younes is too late with his alleged bid. This Court approved CAE's bid long ago – before CAE commenced its installation work at the Property. Thus, Younes has failed to establish the Receiver's payments to CAE were unreasonable.

- Younes argues the Receiver should not have reimbursed CAE for the $4,000 it paid to its structural engineer, Lucid Engineering Services Group, LLC ("Lucid"). Younes is wrong. CAE needed Lucid to generate the reports and drawings necessary to obtain permits for its work. CAE could not have done anything without Lucid's reports and drawings. Contrary to Younes, Lucid's work did not duplicate any work WJE performed. WJE was hired as the Receiver's independent consultant. WJE assessed the pre-existing problems with the Structure and helped the Receiver and Court assess what needed to be done to address those problems. WJE did ***not*** create any of the reports or drawings CAE needed to guide its installation work and obtain the proper permits.

- Finally, Younes nit-picks some of the Receiver's own fees, arguing the amounts charged by the Receiver for its time were somehow unreasonable. Younes' objections in this regard are not specific and they are not supported with any evidence. As a result, Younes has failed to establish any of the Receiver's fees were unreasonable.

For these reasons, as well as the numerous other reasons set forth below, the Receiver respectfully requests that this Court will reject Younes' objections in their entirety.

ARGUMENT

I. THE NADOLNA AFFIDAVIT MORE THAN ADEQUATELY SUPPORTS THE ACCOUNTING REPORT

Younes raises several objections in his Response regarding the Nadolna Affidavit. None of Younes' objections have any merit.

A. THE NADOLNA AFFIDAVIT MORE THAN ADEQUATELY ATTESTS TO THE ACCURACY OF THE ACCOUNTING REPORT

The Nadolna Affidavit more than adequately attests to the accuracy of the detailed information contained in the Accounting Report. The Nadolna Affidavit could not be clearer on this point. In its pertinent part, the Nadolna Affidavit expressly states the Receiver's Principal, Josh Nadolna, "affirms and swears ... that the Accounting ... is accurate and fully reflects the work, time, services and materials provided and shows the tasks completed pursuant to the Court's appointment of the Receiver." (Accounting Report at ex. C.) Thus, the Nadolna Affidavit explicitly states *everything* in the Accounting Report is accurate, including the detailed narrative report found in the main body of the Accounting Report, as well as the schedules, invoices and other exhibits appended to the Accounting Report.

In his Response, Younes unfairly criticizes the Nadolna Affidavit for not regurgitating all of the information contained in the Accounting Report and its exhibits.[1] Obviously, "cutting and pasting" the entire narrative from the Accounting Report into the Nadolna Affidavit would serve

[1] Younes also criticizes Section II(b) of the Accounting Report for incorrectly stating the Nadolna Affidavit is attached as exhibit E when, in fact, the Nadolna Affidavit is attached as exhibit C. This typographical error does not prejudice Younes for at least a couple reasons. *First*, Younes clearly had no problem locating the Nadolna Affidavit as evidenced by his frivolous objections to its contents. *Second*, Section III of the Accounting Report correctly states the Nadolna Affidavit is attached as exhibit C.

no legitimate purpose. Nor would reiterating the contents of the Accounting Report's exhibits in the Nadolna Affidavit serve a legitimate purpose. This Court should not be forced to read the same information twice – once in the Accounting Report and once in the Nadolna Affidavit – simply to appease Younes.

Conversely, this Court should not simply ignore the contents of the Accounting Report and its exhibits (as Younes would prefer). In his Response, Younes asserts "the Receiver has omitted any affirmative statements which pertain to" such matters as "the accounting period," "CR Realty's duties," and "the tasks and work product generated by CR Realty." (Younes Resp. at ¶ 8.) Younes is clearly wrong. The Accounting Report expressly states it covers the accounting period "from **March 30, 2017** through **March 19, 2018**" and it provides a detailed discussion and breakdown of THE RECEIVER's duties, tasks and work with regard to the Property. (Accounting Report at §§ I & II, exs. A-G) (emphasis in original). Younes only concludes otherwise because he refuses to acknowledge the existence of any information not repeated in the Nadolna Affidavit. This Court should not follow Younes' ridiculous example.

B. THERE IS NOTHING WRONG WITH THE CERTIFICATION OF THE NADOLNA AFFIDAVIT

Finally, there is nothing wrong with the certification of the Nadolna Affidavit. In the Nadolna Affidavit, Josh Nadolna states that he:

> [U]nder penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

(Accounting Report at ex. C.) Thus, the Nadolna Affidavit contains the precise certification language authorized by Section 1-109 of the Illinois Code of Civil Procedure. *See* 735 ILCS 5/1-109. Contrary to Younes' Response, the Nadolna Affidavit does ***not*** need to be separately

notarized. That is the entire point of Section 1-109 – to dispense with the need for certified documents to be separately notarized. *See id.* (stating "whenever ... any ... affidavit ... is required or permitted to be verified, or made, sworn to or verified under oath, such requirement or permission is hereby defined to include a certification of such ... affidavit ... as provided in this Section").

II. THE RECEIVER'S PAYMENTS TO WJE WERE REASONABLE

A. YOUNES FAILS TO MEET HIS BURDEN OF PROVING THE PAYMENTS TO WJE WERE UNREASONABLE

Although he criticizes the Receiver for paying a total of $4,600 to WJE for structural engineering services, Younes has failed to meet his burden of proving the payments were unreasonable. Younes does not contest the fact that this Court ordered the Receiver to hire a structural engineer; he does not challenge WJE's credentials as a structural-engineering firm; and he does not present any evidence that WJE's charges were unreasonable. Therefore, Younes has failed to provide this Court with any legitimate basis to conclude the Receiver's payments to WJE were unreasonable.

Under Illinois law, a party objecting to a receiver's application for fees bears the ultimate burden of proving the receiver's fees were unreasonable. To make a *prima facie* case for an award of fees, a receiver merely needs to submit an application with enough information to give the court a rational basis for making the award. *See, e.g., Plote, Inc. v. Minnesota Alden Corp.*, 95 Ill. App. 3d 5, 7 (1st Dist. 1981) (holding "[a] petitioner who requests an award of fees must submit enough evidence on the reasonableness of the fees to permit the trial court to make a reasoned decision ..."). Typically, a receiver's application is sufficient if it contains a time sheet detailing the receiver's activities and discloses any other relevant factors, such as out-of-pocket expenses incurred by the receiver. *See, e.g., id.* (holding "[i]n the typical case, where a petition for fees is

supported by a time sheet which details the receiver's activities, and which shows other factors relevant to the award of fees, this can be sufficient to establish that the fees requested are reasonable"). Once a receiver makes a *prima facie* case for an award of fees, "the burden shifts to the respondent to show that the fees are not reasonable." *Id.*

Here, there is no doubt the Accounting Report makes a *prima facie* showing that the Receiver is entitled to an award of fees. The Accounting Report includes a time sheet which details the Receiver's activities and it discloses all other relevant factors, including the out-of-pocket expenses incurred by the Receiver. (Accounting Report at §§ I & II, exs. D-G.) With regard to the Receiver's payments to WJE, the Accounting Report demonstrates this Court specifically instructed the Receiver to retain a structural engineer in its March 30, 2017 Order. (*Id.* at ex. A) (directing the Receiver to "secure a structural engineer's report on the stability of the structure [located on the Property] and secure the walls in a safe manner"). The Accounting Report also establishes the Receiver complied with this Court's March 30, 2017 Order by hiring WJE to: (1) inspect the existing structure located at the Property and its improvised shoring; and (2) review and approve the plans to replace the improvised shoring with proper structural shoring. (*Id.* at § I, ex. F.) Finally, the Accounting Report demonstrates the Receiver paid $4,600 to WJE for its engineering services and attests to the fact that WJE's charges were reasonable. (*Id.* at §II(b), ex. F.) Thus, the Accounting Report contains more than enough information to provide this Court with a rational basis for approving the Receiver's fees – including the Receiver's payments to WJE for structural-engineering services.

In his Response, Younes provides this Court with absolutely no evidence that the Receiver's payments to WJE were unreasonable. Younes does not contest the fact that this Court ordered the Receiver to hire a structural engineer, nor does he challenge WJE's credentials as a

structural engineer. Instead, Younes merely asserts "the fees of WJE are properly objected to and must be stricken and disallowed in their entirety" or "reduced by no less than fifty percent." (Younes Resp. at ¶ 22.) Yet, Younes fails to support his assertion with any tangible evidence. Younes does ***not*** provide this Court with any evidence WJE failed to perform the work described in the Accounting Report, nor does he supply this Court with a qualified expert opinion questioning the reasonableness of WJE's charges. In the end, all Younes has to offer this Court is unsupported conclusions and assertions, which are not enough to satisfy his burden under Illinois law.

B. YOUNES FAILS TO ESTABLISH WJE'S SERVICES WERE REDUNDANT

Contrary to Younes' Response, there is no evidence the services of WJE were redundant. As explained in the Accounting Report, WJE was the *only* structural engineering firm retained by the Receiver to comply with this Court's March 30, 2017 Order. (Accounting Report at §I(a).) Therefore, WJE was the *only* firm charged with the responsibility of providing the Receiver and this Court with independent advice. (*Id.*) Although CAE hired its own structural engineering firm (Lucid) to create the actual shoring plans it used to obtain permits and guide its work, the Receiver and this Court could not blindly follow Lucid's recommendations because Lucid was ultimately responsible for following CAE's instructions – not for providing the Receiver and this Court with independent engineering advice. (*Id.*) If the Receiver had not hired WJE, there is simply no way the Receiver and this Court could have been sure the shoring solution proposed by CAE and Lucid was appropriate. (*Id.*)

Furthermore, if he truly believed the services of an independent structural engineer were unnecessary, Younes should have voiced his concerns earlier. Younes stood idly by when this Court entered its March 30, 2017 Order requiring the Receiver to retain an independent structural engineer. He also remained silent when the Receiver presented its Feasibility Report to this Court

on April 27, 2017. In the Feasibility Report, the Receiver specifically disclosed that it had "retained [WJE] to evaluate the existing shoring" and "review" the shoring designs created by Lucid's employee, Ghulam Masoom. (Feasibility Report at 4-5.) Yet, Younes never complained about any alleged duplication of efforts by WJE or Lucid until he lodged his objections to the Receiver's Accounting Report, which was over a year *after* the Receiver filed its Feasibility Report. (Younes' Resp. at ¶¶ 11-22.)

C. WJE Was Not Required to Generate a Voluminous Report or Independent Drawings

Despite Younes' arguments to the contrary, WJE was not required to generate a voluminous report or independent drawings. As noted above, CAE retained Lucid to generate the necessary structural-engineering calculations and drawings to obtain permits and guide its installation work. Lucid did so. (*See, e.g.*, Younes Resp. at ex. B.) If WJE had redone Lucid's work, that actually would have been redundant. Instead, WJE simply did what it was hired to do – it inspected the Structure and performed an independent review of the structural-engineering calculations and plans generated by Lucid. (Accounting Report at §I(A); Feasibility Report.) Then, WJE issued a simple report confirming the need to replace the existing shoring of the Structure and approving the calculations and plans generated by Lucid. (Accounting Report at §I(A); Feasibility Report.) The Receiver should not be denied reimbursement for its payments to WJE merely because Younes believes WJE's report should have been longer or included unnecessary drawings. Younes has not and cannot cite any authority for the proposition that structural-engineering services are only compensable if they result in detailed drawings or a voluminous report.

III. THE RECEIVER'S PAYMENTS TO CAE WERE REASONABLE

A. YOUNES FAILS TO MEET HIS BURDEN OF PROVING THE PAYMENTS TO CAE WERE UNREASONABLE

As noted above, the Accounting Report contains more than enough information to provide this Court with a rational basis for granting the Receiver's request for fees. With regard to the Receiver's payments to CAE in particular, the Accounting Report demonstrates the Receiver retained CAE to install shoring at the Property because it was instructed to do so. (Accounting Report at § I(a).) The Accounting Report also itemizes CAE's charges and attests to the fact that the charges were reasonable. (*Id.* at § II(b), exs. E & F.) Therefore, the Receiver has clearly met its initial burden of making a *prima facie* case for an award of its fees. *See, e.g., Plote, Inc. v. Minnesota Alden Corp.*, 95 Ill. App. 3d 5, 7 (1st Dist. 1981). Now, the burden falls on Younes to demonstrate the fees requested by the Receiver are somehow unreasonable.

Younes has failed to meet his burden. In his Response, Younes asserts he has obtained a lower bid for the work performed by CAE, but Younes fails to supply this Court with any evidence to support his claim. Younes' alleged bid is not supported with an affidavit from a qualified expert (or anyone else for that matter). In fact, Younes does not even bother to attest to the accuracy the bid himself. To make matters worse, Younes fails to provide any evidence that the work and materials covered by his bid are comparable to the work and materials supplied by CAE. And, of course, CAE's work was performed in compliance with the structural-engineering plans approved by WJE; whereas, there is no indication in Younes' bid that the alleged work would comply with such plans. In short, the bid supplied by Younes is ambiguous, unauthenticated and ultimately meaningless.

By the way, if Younes really wanted to arrange for the work at the Property himself, he could have done so. The City of Chicago would not have initiated this case if Younes had properly

installed shoring at the Property. Similarly, this Court would not have appointed the Receiver for the Property if Younes had properly installed shoring at the Property. Younes sat on his hands for years and ultimately allowed the Receiver to fix his problems. Now, he wants to criticize the Receiver for the manner in which it fixed his problems. This is completely unfair to the Receiver, especially when Younes' criticisms are totally unfounded.

B. CAE'S BID WAS APPROVED BY THIS COURT

Contrary to Younes' Response, this Court did ***not*** direct the Receiver to obtain competitive bids for the shoring work at the Property. In fact, this Court actually approved CAE's bid for the work. (Younes Resp. at ex. E.) In its May 18, 2017 Order, this Court expressly instructed the Receiver to "proceed with shoring per bids secured." (*Id.*) When it issued its ruling on May 18, 2017, the Court had been previously supplied with CAE's bid. (**Ex. 1**, Supplemental Nadolna Aff.) The Court had ***not*** been supplied with any other bids for the shoring work at the Property. (*Id.*) Therefore, this Court's May 18, 2017 Order actually approved CAE's bid: It did not require the Receiver to obtain competitive bids.

C. YOUNES HAS FAILED TO DEMONSTRATE LUCID'S ENGINEERING CHARGES WERE UNREASONABLE

Despite Younes' arguments to the contrary, there is no evidence Lucid's engineering charges were unreasonable. Even Younes concedes Lucid "submitted tangible work product." (Younes Resp. at ¶ 27.) And, as noted above, there is no dispute regarding the fact that Lucid generated detailed reports and drawings regarding the shoring solution ultimately implemented at the Property. (*See, e.g.,* Younes Resp. at ex. B.) Given these facts, Younes would need some pretty persuasive evidence to demonstrate Lucid's charges were unreasonable. He does not have any such evidence. The most Younes is willing to say is that he "questions whether the charges" by Lucid

were "reasonable." (Younes Resp. at ¶ 27.) Younes' "questions" are not evidence. Therefore, he has failed to meet his burden to prove Lucid's charges were unreasonable.

IV. THE RECEIVER'S FEES FOR ITS OWN SERVICES ARE REASONABLE

A. YOUNES FAILS TO MEET HIS BURDEN OF PROVING THE RECEIVER'S FEES ARE UNREASONABLE

As noted above, the Accounting Report contains more than enough information to provide this Court with a rational basis for granting the Receiver's request for fees. With regard to the Receiver's fees in particular, the Accounting Report includes detailed time sheets explaining all of the Receiver's activities. (Accounting Report at ex. G.) The Receiver's time sheets are more than sufficient to meet the Receiver's initial burden of making a *prima facie* case for an award of fees. *See, e.g., Plote, Inc. v. Minnesota Alden Corp.*, 95 Ill. App. 3d 5, 7 (1st Dist. 1981). Now, the burden falls on Younes to demonstrate the fees requested by the Receiver are somehow unreasonable. Younes has failed to meet his burden.

Despite Younes' arguments to the contrary, there is no evidence 7.5 hours was an unreasonable amount of time to bill for the Feasibility Report. The Feasibility Report contained a detailed overview of the Receiver's work and responsibilities concerning the Property; it included a detailed explanation of the condition of the Property prior to remediation; and it provided a detailed plan for fixing the issues at the Property. (*See* Feasibility Report.) The Feasibility Report also contained a great deal of technical engineering and legal information and provided the Court with multiple options for addressing the problems at the Property. (*Id.*) Moreover, there was more to preparing the Feasibility Report than simply drafting its language and compiling its exhibits. The Receiver also needed to investigate the Property; review engineering drawings, reports and data; investigate public real estate and permit records; and review title searches. (*Id.*)

There is also no evidence that the Receiver is overcharging for emails or clerical tasks. Younes' sole argument is that the Receiver should have billed less than 15 minutes for some entries related to emails and clerical tasks, but Younes does not identify the entries he is attacking with specificity, nor does he explain the basis for his attacks with particularity. Apparently, Younes wants this Court to guess which entries he is questioning and why. That is ***not*** how the process works under Illinois law. Younes has a burden of proof to satisfy. He has failed to satisfy the burden.

Finally, Younes objects to the four hours the Receiver charged for preparing and compiling the Accounting Report. This objection is also unfounded. The Accounting Report is approximately 70-pages long (including its exhibits). (Accounting Report.) It summarizes the history of this case; details all of the Receiver's work and responsibilities with regard to the Property to date; and itemizes all of the time and expenses incurred by the Receiver. (*Id.*) Younes has given this Court absolutely no reason to believe it was unreasonable for the Receiver to spend four hours preparing the Accounting Report.

CONCLUSION

For all the reasons set forth above, the Receiver respectfully requests an award of fees in accordance with its prior requests and for such other relief as has been previously requested.

Respectfully Submitted,

CR REALTY ADVISORS, LLC

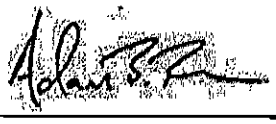
By 
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EXHIBIT 1

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT

CITY OF CHICAGO,	)	
	)	
Plaintiff,	)	
	)	Case No. 2017 M1 400775
vs.	)	
	)	
JOSEPH YOUNES, et al.	)	Property Address:
	)	1720 N. Sedgwick St.
Defendants.	)	Chicago, IL

SUPPLEMENTAL AFFIDAVIT OF JOSH NADOLNA

I, Josh Nadolna, the authorized agent and Principal for CR Realty Advisors, LLC (the "Receiver"), being duly sworn on oath, depose and state as follows:

I am over 18 years of age and competent to testify to the contents of this Affidavit based on my own personal knowledge. On May 18, 2017, this Court entered an Order regarding the property that is the subject of this matter (the "Property"). Prior to the entry of said Order, the Court was provided with a bid from Contractors Access Equipment ("CAE") for the installation of shoring at the Property. The Receiver never obtained or provided the Court with any other bids for the installation of shoring at the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: June 6, 2018

Josh Nadolna, Authorized Signatory of CR Realty Advisors, LLC

(X) Under penalties as provided by law pursuant to ILL. REV. STAT. CHAP 735 ILCS 5/1-109, I certify that the statements set forth herein are true and correct.