


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

STEPHEN HAMMER,)	
)	
Plaintiff,)	
-v-)	No. 23 CH 09451
)	
CITY OF BLUE ISLAND,)	Amt claimed: \$21,462.00
and FOREST VIEW MOBILE HOME PARK, INC.,)	
)	
Defendants)	

NOTICE OF FILING

TO: Erin E. Blake, Attorney at Law MONTANA & WELCH, LLC 11952 South Harlem Avenue, Suite 200A Palos Hills, Illinois 60463 eblake@montanawelch.com	Carl Gigante, Attorney at Law SMITH GAMBRELL RUSSELL 311 South Wacker Drive, Suite 3000 Chicago, Illinois 60606 cgigante@sgrlaw.com
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PLEASE TAKE NOTICE that on November 27, 2023, I filed with the Clerk of the Circuit Court of Cook County, Illinois, County Department, Chancery Division, a copy of the attached **Amended and Verified Complaint**.



Plaintiff's Attorney

CERTIFICATE OF SERVICE

I, Lawrence D. Wood, the attorney, certify that I served Defendants' attorneys through the Odyssey electronic filing system before 5:00 p.m. on November 27, 2023. I also emailed the pleading to them at the addresses set forth above.



Plaintiff's Attorney

Lawrence D. Wood, Supervising Attorney
Legal Action Chicago
120 South LaSalle Street, #900
Chicago, Illinois 60603
Tel: 312/347-8330 Fax: 312/612-1430
Attorney No. 100037

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Plaintiff,)	
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Defendants)	

**PLAINTIFF’S AMENDED AND VERIFIED COMPLAINT
FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENTS AND DAMAGES**

Now comes the plaintiff, STEPHEN HAMMER, by his attorneys, Legal Action Chicago, and, pursuant to 42 U.S.C. § 1983, the Fifth and Fourteenth Amendments to the United States Constitution, 735 ILCS 5/2-701, and Section 42-813(A) of the Cook County Residential Tenant Landlord Ordinance, complains against Defendants as follows:

1. Plaintiff Stephen Hammer (Mr. Hammer) is a tenant with disabilities who lives with his two children, both of whom are minors, and the mother of his children in the mobile home located at 13800 Division, Trailer 618, Blue Island, Illinois, pursuant to a written lease agreement with Defendant Forest View Mobile Home Park. A copy of this agreement is attached as Exhibit A.
2. Forest View Mobile Home Park is owned by Defendant Forest View Mobile Home Park, Inc. (the owner), and managed by Mer Car Corporation.
3. Mr. Hammer’s rent is \$731 per month.
4. At all relevant times, Mr. Hammer has been current in his rent payments.

5. Like all the residents at the mobile home park, Mr. Hammer receives his water service from Defendant City of Blue Island (the City), which has a single water main for the entire park.
6. The owner is financially responsible for the water service the City provides. Exhibit A, at ¶ 20.

Disconnecting Water Service for Nonpayment

7. The City's Municipal Code sets forth a procedure for disconnecting water service for nonpayment. See § 52.023 of the City of Blue Island Municipal Code.
8. When a water bill is more than ten days late, it is considered delinquent and the City issues written notice to the responsible party in whose name the account is registered.
9. The responsible party may appeal the question of delinquency to the City Administrator.
10. A tenant whose water service will be disconnected because of the responsible party's delinquency may ask the City Administrator for independent water service, but that is not an option in this case because the park is serviced by a single water main.
11. If the delinquent water bill is not paid within five days, and the City Administrator has not entered an order prohibiting the disconnection of services, the City shuts off the water service.
12. The City does not restore the water service until the debt is satisfied, or until "a payment plan is executed by the party responsible for payment of the bill and is accompanied by a down payment to be determined by the City Administrator or designee, . . ."

Threatened Disconnection of Plaintiff's Water Service

13. As of November 1, 2023, the owner had a delinquent water bill of more than \$850,000.

14. On information and belief, the owner willfully refused to pay the amount due.
15. On November 1, 2023, the City informed the owner that the park's water service would be disconnected on November 20, 2023 (three days before Thanksgiving).
16. On or about November 10, 2023, the owner's management company provided Mr. Hammer and the other tenants with advance written notice of the upcoming disconnection. Exhibit B.
17. The management company stated that its attorneys (a) were working with the City to resolve the matter as soon as possible, and (b) had been trying to resolve the issue for the past six months, but the City had been unresponsive. Exhibit B.

Plaintiff's Attempt to Preserve His Water Service

18. Mr. Hammer was very worried that he and his family might lose their water service, and the threat of disconnection caused him a great deal of stress.
19. On November 16, 2023, Mr. Hammer filed a pro-se complaint against Defendants along with an emergency motion for a temporary restraining order enjoining the City from disconnecting the water service.
20. Mr. Hammer completed, and the court approved, an application to sue as a poor person so he did not have to pay the filing fees. (Mr. Hammer survives on disability and TANF benefits and the salary the mother of his children receives as a part-time employee.)
21. In his emergency motion, Mr. Hammer argued that shutting off the water service would punish innocent residents for nonpayment of a utility bill for which they were not responsible.
22. The City responded to Mr. Hammer's emergency motion with an eleven-page brief.

23. On November 17, 2023, Mr. Hammer appeared in court to present his motion.
24. Plaintiff was accompanied by Lawrence Wood of Legal Action Chicago, who sought leave to file his appearance on Mr. Hammer's behalf along with an amended complaint and motion for injunctive relief.
25. The owner and the City appeared in court through their respective attorneys.
26. After the Court gave the parties' attorneys an opportunity to consult, they presented the Court with an agreed order.
27. The Court entered this order, a copy of which is attached as Exhibit C.
28. The order granted Lawrence Wood leave to file his appearance as Mr. Hammer's attorney, granted Plaintiff leave to file an amended complaint and motion for injunctive relief, set a briefing schedule on the motion, and continued the case to December 12, 2023, at 1:30 p.m. for a hearing. The order also required the owner to pay the City \$425,000 by November 24, 2023. Finally, the order prohibited the City from disconnecting the park's water service until after the December 12 hearing on Plaintiff's amended motion for injunctive relief. Exhibit C.
29. On information and belief, the owner complied with its obligation to pay the City \$425,000 by November 24, 2023.

COUNT I
VIOLATION OF EQUAL PROTECTION
U.S. CONST. AM. V, XIV and 42 U.S.C. § 1983

30. Count I is directed at the City, whose water disconnection policy encourages the collection of unpaid water bills from tenants whose landlords are responsible for these bills and authorizes the disconnection of service to tenants who cannot afford to satisfy the delinquencies.

31. The City's policy therefore creates two classes of tenant water users—those whose landlords have delinquent water bills, and those whose landlords are current in their payments—and treats these classes differently.
32. The City has no rational basis for such disparate treatment.
33. Specifically, the City has no valid governmental interest in securing revenue from innocent tenants who are forced to either honor their landlords' financial obligations or face constructive eviction from their homes for lack of an essential service—water.
34. The City's water disconnection policy violates equal protection.

COUNT II
VIOLATION OF SUBSTANTIVE DUE PROCESS
U.S. CONST. AM. XIV and 42 U.S.C. § 1983

35. Count II is directed at the City.
36. Plaintiff has a valid property interest in continued water service.
37. The City's water disconnection policy, which threatens this interest and seeks to collect on delinquent bills by requiring tenants to satisfy debts for which they have no legal obligation, is not rationally related to a legitimate government interest.
38. The City's water disconnection policy violates substantive due process.

COUNT III
VIOLATION OF THE LOCAL PROHIBITION AGAINST UTILITY LOCKOUTS

39. Count III is directed at the owner.
40. By refusing to pay the water bill for which it was responsible, the owner created a situation in which the City threatened to disconnect Plaintiff's water service.
41. Without water service, Plaintiff's mobile home would be rendered uninhabitable.

42. The owner's refusal to pay the water bill, therefore, violated the local prohibition against threatening to dispossess or oust a tenant without authority of law by depriving Plaintiff of an essential utility service.

**COUNT IV
VIOLATION OF THE CONTRACTUAL OBLIGATION TO
PROVIDE WATER SERVICE**

43. Count IV is directed at the owner.

44. The owner willfully violated its contractual duty, as set forth in ¶ 20 of its lease agreement with Plaintiff, to pay for Plaintiff's water service.

45. As a result of this willful violation, Plaintiff has been threatened with the disconnection of his water service and has suffered significant and unnecessary worry, aggravation and stress.

REQUEST FOR RELIEF

- A. Declare that Mr. Hammer is not responsible for the delinquent water bill;
- B. Declare that the owner is solely responsible for this bill;
- C. Find that the owner's refusal to pay the water bill was willful;
- D. Find that the owner's willful refusal to comply with its contractual obligation to pay the water bill caused Mr. Hammer unnecessary aggravation, worry and stress;
- E. Award Mr. Hammer \$20,000 in damages for the owner's willful refusal to comply with its contractual obligation to pay the water bill;
- F. Declare that the owner's refusal to pay the delinquent water bill, which led to the threatened disconnection of water service, constituted a violation of the local

prohibition against lockouts (see § 42-813(A) of the Cook County Residential Tenant Landlord Ordinance);

- G. Award Mr. Hammer, pursuant to § 42-813(B) of the Cook County Residential Tenant Landlord Ordinance, damages in an amount equal to \$1,462 (two month's rent) plus attorneys' fees;
- H. Find that the \$425,000 payment the owner made on November 24, 2023, is a sufficient downpayment on the delinquent water bill, and order the City to enter into a repayment agreement with the owner for the balance due instead of disconnecting the park's water service;
- I. Declare that the City's policy of shutting off water service to tenants when landlords fail to pay water bills violates equal protection because (a) it creates two classes of tenant water users (those whose landlords fulfill their obligations to pay water bills, and those whose landlords violate this obligation), (b) it treats these two classes differently, and (c) it is not a rational means of collecting the landlord's water service debt because the person directly penalized by the shutoff is not the landlord but an innocent third party with whom the landlord has a lease agreement; and
- J. Declare that the City's policy of shutting off water service to tenants when landlords fail to pay water bills violates substantive due process because (a) tenants have a protected property interest in continued water service, (b) the City's policy threatens this interest, and (c) the City's policy is not a rational means of collecting the landlord's water service debt because the person directly

penalized by the shutoff is not the landlord but an innocent third party with whom the landlord has a lease agreement;

- K. Enjoin the City from disconnecting Plaintiff's water service for nonpayment of a water bill that Plaintiff has no legal obligation to pay; and
- L. Grant such other relief as may be proper and just.

Respectfully submitted,

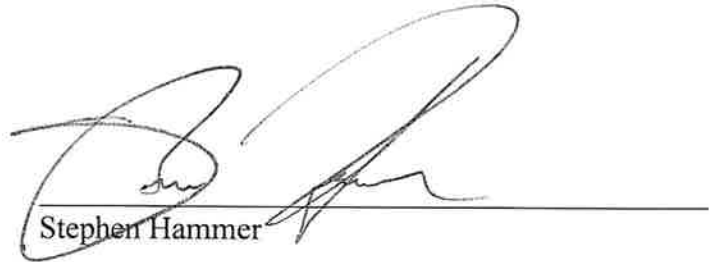
A handwritten signature in black ink, appearing to read "Lawrence D. Wood", written over a horizontal line.

Plaintiff's Attorney

Lawrence D. Wood, Supervising Attorney
Legal Action Chicago
120 South LaSalle Street, #900
Chicago, Illinois 60603
Tel: 312/347-8330 Fax: 312/612-1430
Attorney No. 100037

VERIFICATION

Under penalties as provided by law, pursuant to Section 5/1-109 of the Code of Civil Procedure, the undersigned 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. As to such matter, the undersigned certifies that he believes the same to be true, and if called as a witness, could testify competently thereto.



Stephen Hammer

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 1st day of January, 2023

BETWEEN:

FOREST VIEW MOBILE HOME PARK

(the "Landlord")

- AND -

STEPHEN HAMMER

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the mobile home, municipally described as 13800 S. Division St., #618 Blue Island, IL 60406-9993 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. The Tenant may keep pets in or about the Property. The Landlord may revoke this privilege upon thirty (30) days' notice.
5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Property: ENTIRE PROPERTY.
6. Smoking is permitted on the Property. The Tenant will be responsible for all damage caused by smoking including, but not limited to, stains, burns, odors and removal of debris.
7. Vaping is permitted on the Property. The Tenant will be responsible for all damage caused by vaping including, but not limited to, residues, burns, and odors.

Term

8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on January 1, 2023 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.
9. Notwithstanding that the term of this Lease commences on January 1, 2023, the Tenant is entitled to possession of the Property at 12:00 noon on October 1, 2016.
10. Upon the greater of 30 days' notice and any notice required under the applicable legislation of the State of Illinois (the "Act"), the Landlord may terminate this tenancy if the Tenant has defaulted in the payment of any portion of the Rent when due, and that amount is still due after any grace period required by the Act.
11. Upon the greater of 90 days' notice and any notice required under the Act, the Landlord may terminate this tenancy if the Tenant has breached any provision of this lease.
12. Upon the greater of 365 days' notice and any notice required under the Act, the Landlord may terminate this tenancy without cause or reason.
13. Upon the greater of 30 days' notice and any notice required under the Act, the Tenant may terminate this tenancy without cause or reason.

Rent

14. Subject to the provisions of this Lease, the rent for the Property is \$731.00 per month (the "Rent").
15. The Tenant will pay the Rent on or before the 3RD of each and every month of the term of this Lease to the Landlord at 14001 Western Ave Office Dixmoor, IL 60406 or at such other place as the Landlord may later designate by cash or check.
16. The Landlord may increase the Rent for the Property upon providing to the Tenant the greater of 90 days' notice and any notice required by the Act.

Inspections

17. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
18. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

19. The Tenant may make improvements to the Property as follows: TENANT OWNS MOBILE HOME AND MAY MAKE IMPROVEMENTS AS NEEDED.

Utilities and Other Charges

20. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: water/sewer and garbage collection.

Insurance

21. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
22. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

Attorney Fees

23. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

24. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Illinois.

Amendment of Lease

25. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

26. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. A consent by the Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Any assignment, subletting, concession, or license without the prior written consent of the Landlord, or an assignment or subletting by operation of law, will be void and will, at the Landlord's option, terminate this Lease.

Damage to Property

27. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

28. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
29. The Tenant will not engage in any illegal trade or activity on or about the Property.
30. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
31. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

32. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
33. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

34. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Lead Warning

35. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. **Lessees must also receive a federally approved pamphlet on lead poisoning prevention.**

Arbitration

36. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue before an arbitrator. The decision of the arbitrator will be binding on the Parties. Any arbitrator must be a neutral party acceptable to both Parties. The cost of any arbitration will be paid by the Landlord.

Address for Notice

37. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
 - a. Name: STEPHEN HAMMER.
 - b. Phone: (708) 888-1548.
38. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
 - a. Name: FOREST VIEW MOBILE HOME PARK.
 - b. Address: 14001 Western Ave Office Dixmoor, IL 60406.

The contact information for the Landlord is:

- c. Phone: (708) 389-8100.

General Provisions

39. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
40. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any

subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

- 41. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
- 42. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 43. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 44. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
- 45. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 46. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 47. This Lease constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF STEPHEN HAMMER and FOREST VIEW MOBILE HOME PARK have duly affixed their signatures on this 1st day of January, 2023.

FOREST VIEW MOBILE HOME PARK

Per:  (Seal)


STEPHEN HAMMER

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ___ 1st ___ day of _____ January ____, 20__23__.



STEPHEN HAMMER

EXHIBIT A

Lead-Based Paint Disclosure

Property: 13800 S. Division St., #618 Blue Island, IL 60406-9993

Landlord: FOREST VIEW MOBILE HOME PARK

Tenant: STEPHEN HAMMER

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Landlord: FOREST VIEW MOBILE HOME
PARK

Date: 1st day of January, 2023

per: 

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
2. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Date: 1st day of January, 2023


Tenant: STEPHEN HAMMER

The pamphlet *Protect Your Family from Lead in Your Home* can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

EXHIBIT A

Asbestos Disclosure

Property: 13800 S. Division St. #618 Blue Island, IL 60406-9993

Landlord: FOREST VIEW MOBILE HOME PARK

Tenant: STEPHEN HAMMER

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about Property.

Landlord: FOREST VIEW MOBILE HOME
PARK

Date: 1st day of January, 2023

per: 

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 1st day of January, 2023


Tenant: STEPHEN HAMMER

Attention Forestview Community

Our attorneys are currently working with the City of Blue Island to resolve the matter as soon as possible. Upper management has been attempting to resolve the issue over the last six months as Blue Island has been unresponsive, the matter has been referred to our attorneys. Thank you for your cooperation and understanding.

Management
(708)-631-8492

EXHIBIT B



City of Blue Island
Water Department
13051 Greenwood Avenue
Blue Island, IL 60406
P (708) 397-8605
F (708) 396-7062
cityofblueisland.org

SHUT OFF NOTICE

**WATER SERVICE WILL BE
DISCONTINUED ON 11/20/2023
AND THE PROPERTY WILL NO
LONGER BE SAFE TO OCCUPY**

#10231

13800 DIVISION

Blue Island IL 60406

**ANY QUESTIONS:
PLEASE CALL THE CITY OF BLUE ISLAND
WATER DEPARTMENT
708-396-7064 OR 708-396-7094**

EXHIBIT B

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Hammer

v.

City of Blue Island, et al

No. 23 CH 09451

Agreed ORDER

This cause coming to be heard on Plaintiff's emergency motion for TRO/Injunction, the parties having notice, and the Court being advised in the premises, IT IS HEREBY ORDERED:

- 1. Forest View Mobile Home Park will pay the City of Blue Island \$475,000 by Friday November 24, 2023. Check will be sent via Federal Express to the City of Blue Island to the attention of City Administrator, Thomas Wogan. ^{by 4:30pm CST.}
- 2. Mr. Wood is given leave to file his appearance, ^{in person}
- 3. Plaintiff to file amended complaint and amend motion, if necessary by 11/27/23
- 4) Defendants to file amended response by 2/1
- 5) Plaintiff to file reply by 12/6/23

Attorney No.: 59024
 Name: Erin Blake
 Atty. for: City
 Address: 11950 S. Harlem
 City/State/Zip: Blue Island Heights IL
 Telephone: 708 448 7005

ENTERED:
 Judge Joel Chupack
 Dated: November 17, 2023
 NOV 17 2023
 Circuit Court - 2227
 Judge [Signature]
 Judge's No. 980

6) Hearing on motion for TRO December 12, 2023

1) Water service to Forestview will continue until a ruling is made in relation to Plaintiff's TRO motion

EXHIBIT C at 1:30 pm in court