

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

Meghan Boyle,)	
)	
Plaintiff,)	
)	Case No.:
v.)	
)	JURY TRIAL DEMANDED
Ciales Poultry, Inc. and)	
Raul Perez,)	
)	
Defendants,)	
)	
and)	
)	
Fair Green Real Estate)	
and Valerie Conway,)	
)	
<u>Respondents in Discovery.</u>)	

Complaint

Plaintiff, Meghan Boyle, by and through counsel, Patterson Law Firm, LLC and 1818, complains of Defendants, Ciales Poultry, Inc. and Raul Perez, as follows:

Overview

1. Meghan Boyle (“Ms. Boyle”) entered into an apartment lease never thinking that she would have to deal with the slaughter of chickens, rabbits, guinea pigs and other animals next door, the midnight delivery of screaming and crying chickens, chicken detritus strewn about her alley, and the smell of feces and slaughter. This lawsuit is the result of a slaughterhouse violating Chicago ordinances and creating a nuisance.

2. Ms. Boyle was shown an apartment in the 2100 block of Armitage Avenue in Chicago, a mainly residential area perfect for a recent college graduate looking to enjoy all Chicago has to offer.

3. Unbeknownst to her, her apartment was located next to a slaughterhouse owned and operated by her landlord, in violation of Chicago law.

4. After moving in, Ms. Boyle discovered that chickens were delivered right outside her window in the middle of the night, and therefore she frequently cannot sleep due the screaming and crying of chickens, something no city-dweller signs up for (particularly where the Chicago Zoning Ordinance specifically prohibits the actions of Defendant).

5. The door to the slaughterhouse is often left open during the summer, causing the putrid smell of tightly-packed animals and slaughtering to waft out of the building and the sounds of slaughter to be heard.

6. Feathers and dust often litter the alley, creating a mess and a hazard, particularly as chickens are well-known vectors of disease.

7. Ms. Boyle therefore brings this action to stop the nuisance, the violation of Chicago law, and to get the quiet enjoyment to which she is entitled as a tenant.

Parties

8. Plaintiff, Meghan Boyle, is an individual who resides at 2147 W Armitage Ave, #1R, Chicago, IL 60647.

9. Defendant, Ciales Poultry, Inc. (“Ciales”), is an Illinois corporation which is engaged in the business of selling and slaughtering live animals, including live chickens.

10. Defendant, Raul Perez (“Mr. Perez”), is an individual who does business in Cook County and is the President and registered agent, of Ciales.

11. Respondents in discovery, Fair Green Real Estate and Valerie Conway, are engaged in the business of buying, selling and leasing real estate out of a business located at 3902 N. Sheridan Rd, Chicago, IL. 60613.

Jurisdiction and Venue

12. Jurisdiction is appropriate pursuant to Article VI Section 9 of the Illinois Constitution.

13. Venue is appropriate pursuant to 735 ILCS 5/2-101.

Facts

14. Ciales was incorporated on June 29, 1995 and operates a live animal sale and slaughter business at 2141 W Armitage Ave, Chicago, IL 60647.

15. On about July 23, 2019, Ms. Boyle executed a lease agreement for the premises located at 2147 W Armitage Ave, #1R, Chicago, IL 60647 (the “Lease”).

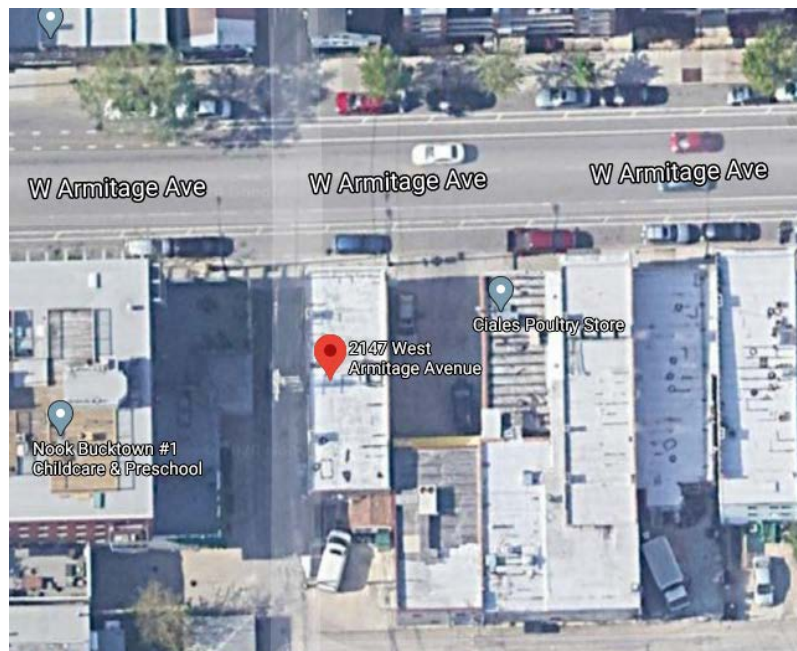
16. As a lessee of the Premises, Ms. Boyle is entitled to the covenant of quiet enjoyment.

17. On July 27, 2019, Ms. Boyle moved into the premises at 2147 W Armitage Ave, #1R, Chicago, IL 60647 (the “Premises”).

18. The Premises is owned by Raul Perez and, pursuant to the Lease, Mr. Perez is the Landlord.

19. Raul Perez is also President of Ciales.

20. The Premises is a residential building and is located within 200 feet of Ciales’ live animal (including chicken) sale and slaughter business operated at 2141 W Armitage Ave, Chicago, IL 60647. *See below image* [Google maps accessed 2/25/2020]:



21. Ciales' live animal sale and slaughter business at 2141 W Armitage Ave, Chicago, IL 60647 and the Premises are governed in part by the Chicago Zoning Ordinance.

22. Prior to entry into the Lease, Ms. Boyle spoke with Valerie Conway at Fair Green Real Estate, who presented herself as a real-estate agent for the Premises.

23. Valerie Conway is a leasing agent employed by Fair Green Real Estate: <https://www.fairgreenrealestate.com/site/company> (accessed February 21, 2020). According to their Facebook site, they are "Helping Chicagoans buy, sell, or rent their next home."

https://www.facebook.com/pg/fairgreenchicagorealestate/about/?ref=page_internal (accessed February 27, 2020).

24. Prior to Ms. Boyle entering the Lease, Ms. Conway represented to Ms. Boyle words to the effect that, "though the [Premises] had been on the market for a long time, there is nothing to be concerned about", and that the area, "was quiet, no problem with noises".

25. Ms. Boyle relied on the representations of Ms. Conway in entering into the Lease.

26. Ms. Conway showed the Premises in a way to conceal the slaughter operations of Ciales, entering through the back to avoid the slaughterhouse.

27. Based on information and belief, respondent in discovery, Fair Green Real Estate, is likely to have information essential to the determination of who should properly be named as additional defendants in this action.

28. Since moving into the Premises on July 27, 2019, Ms. Boyle has experienced excessive noise from the chickens, mainly in the middle of the night, preventing her from sleeping and enjoying the premises due to the screaming and crying of tightly-packed chickens and those chickens being slaughtered.

29. Further, feathers and dust regularly collect around the Premises and in the alley between buildings.

30. The smell that frequently emanates from Ciales is a vile mix of feces and the smells of slaughter and disrupts Ms. Boyle's enjoyment of her home.

31. The excessive noise, feathers, dust and odor are physically offensive to the senses to the extent that it makes Ms. Boyle's life uncomfortable.

COUNT I
VIOLATION OF CHICAGO ZONING ORDINANCE
Against Ciales and Mr. Perez

32. Ms. Boyle hereby restates and realleges paragraphs 1-31 for this Count I as though fully set forth.

33. Title 17 of the Chicago Zoning Ordinance provides:

Location restrictions for certain retail food establishments – Live poultry. No retail food establishment that sells live poultry or other live fowl at retail, or that slaughters or causes to be slaughtered for sale live poultry or other fowl at retail, shall be located within 200 feet from any place or structure...used for residential purposes...measured from property line to property line. [17-9-0119]

34. The requirement under 17-9-0119 was enacted in 2004 and previously was found at 17-40-140, which was enacted in or before 1996. Prior to that, the requirement was found at 4-348-330, which was enacted in or before 1990.

35. It is a violation of the Chicago Zoning Ordinance to use land or buildings in any way not consistent with the requirements of the Zoning Ordinance [17-16-0201].

36. Pursuant to 65 ILCS 5/11-13-15:

...the tenant of real property, within 1200 feet in any direction of the property on which the building or structure in question is located who shows that his property or person will be substantially affected by the alleged violation, in addition to other remedies, may institute any appropriate action or proceeding (1) to prevent the unlawful construction, reconstruction, alteration, repair, conversion, maintenance, or use, (2) to prevent the occupancy of the building, structure, or land, (3) to prevent any illegal act, conduct, business, or use in or about the premises, or (4) to restrain, correct, or abate the violation.

37. The Premises is a residential building and is located within 200 feet of Ciales' live animal (including chickens) sale and slaughter business operated at 2141 W Armitage Ave, Chicago, IL 60647.

38. Ciales operates its live animal (including chickens) and slaughter business within 200 feet of residential buildings, including the Premises, in violation of 17-16-0201.

39. Mr. Perez, President of Ciales, is the owner and Landlord of the Premises, which was leased for residential purposes to Ms. Boyle and owns the property out of which Ciales operates.

40. As a result of Mr. Perez and Ciales' violation of Chicago Zoning Ordinance 17-9-0119, Ms. Boyle has suffered damage including, but not limited to excessive and unreasonable:

- a. noise pollution from the transport, delivery and storage of live chickens, often late at night;
- b. accumulation in and around the Premises of feathers and dust from the chickens; and
- c. odor from Ciales' business.

41. As a result of the above, Ms. Boyle has been substantially affected by Mr. Perez and Ciales' violation of the Chicago Zoning Ordinance.

42. By reason of Ciales' live chicken business being located within 200 feet of the Premises, Ms. Boyle has suffered damage that which differs from that suffered by the general public for this zoning violation.

WHEREFORE, Plaintiff, Meghan Boyle, respectfully requests that this Honorable Court find in her favor and against Defendants, Raul Perez and Ciales Poultry, Inc., and order:

- a. that Defendants are prevented and enjoined from continuing to conduct its live chicken and slaughter business within 200 feet of the Premises;
- b. that Defendants must correct and abate the damage to Plaintiff resulting from the violation;
- c. for Defendants' payment of reasonable attorney fees to Plaintiff pursuant to 65 ILCS 5/11-13-15; and
- d. for such other and further relief as this Honorable Court deems necessary and just.

**COUNT II
PRIVATE NUISANCE
Mr. Perez and Ciales**

43. Ms. Boyle hereby restates and realleges paragraphs 1-31 for this Count II as though fully set forth.

44. Ms. Boyle is a lessee of the Premises and in possession of the property.

45. In the operation of its live animal slaughter business, Ciales has repeatedly acted in a way that interferes and impairs Ms. Boyle's enjoyment and use of the Premises, including, but not limited to, excessive and unreasonable:

- a. noise pollution from the transport, delivery and storage of live chickens, often late at night;
- b. accumulation in and around the Premises of feathers and dust from the chickens; and

c. odor from Ciales' business.

46. The actions listed at paragraph 45 are physically offensive to the senses and have made Ms. Boyle's life uncomfortable.

47. Mr. Perez, President of Ciales, is the owner and Landlord of the Premises, which was leased for residential purposes to Ms. Boyle.

48. The actions of Ciales in the operation of its business, and in its President, Mr. Perez, leasing a residential property within 200 feet of the live animal slaughter business, are intentional or, at a minimum, negligent.

WHEREFORE, Plaintiff, Meghan Boyle, respectfully requests that this Honorable Court permanently enjoin Defendant, Ciales Poultry, Inc. and Raul Perez, from operating a live animal slaughter operation within 200 feet of the Premises, for damages caused by the nuisance, and for such other and further relief as this Honorable Court deems necessary and just.

**COUNT III
BREACH OF COVENANT OF QUIET ENJOYMENT
Mr. Perez**

49. Ms. Boyle hereby restates and realleges paragraphs 1-31 for this Count III as though fully set forth.

50. Ms. Boyle is a lessee of the Premises and in possession of the property.

51. As a lessee of the Premises, Ms. Boyle is entitled to the covenant of quiet enjoyment from Mr. Perez, her landlord.

52. Mr. Perez, President of Ciales, is the owner and Landlord of the Premises, which was leased for residential purposes to Ms. Boyle.

53. In the operation of its live animal slaughter business, Ciales' has repeatedly acted in a way that interferes and impairs Ms. Boyle's full enjoyment and use of the Premises, including, but not limited to, excessive and unreasonable:

- a. noise pollution from the transport, delivery and storage of live chickens, often late at night;
- b. accumulation in and around the Premises of feathers and dust from the chickens; and
- c. odor from Ciales' business.

54. The actions listed at paragraph 53 are unreasonable, unwarranted or unlawful, as they occur within 200 feet of the Premises, in breach of the Chicago Zoning Ordinance, and breach Ms. Boyle's right to quiet enjoyment of the Premises.

55. The actions of Ciales in the operation of its business, and in its President, Mr. Perez, leasing a residential property within 200 feet of the live chicken and slaughter business, are intentional or, at a minimum, negligent.

56. As a result of Mr. Perez's breach of the covenant of quiet enjoyment, there has been a reduction in the value of the Premises to the lessee, Ms. Boyle.

WHEREFORE, Plaintiff, Meghan Boyle, respectfully requests that this Honorable Court grant her damages against Raul Perez caused by the breach of the covenant of quiet enjoyment, and for such other and further relief as this Honorable Court deems necessary and just.

Jury Demand

Plaintiff demands a trial by jury on all counts for which a jury is provided under the law.

Respectfully submitted,

Dated: March 20, 2020

/s/Michael Haeberle
Michael D. Haeberle
Sarah Dunkley
The Patterson Law Firm, LLC
200 W. Monroe St., Ste. 2025
Chicago, Illinois 60606
Tel. 312-223-1699
Fax. 312-223-8549
Firm I.D.: 45052
mhaeberle@pattersonlawfirm.com
sdunkley@pattersonlawfirm.com

Jordan Matyas
1818 – An Advocacy Group
20 W. Kinzie, 17th Floor
Chicago, IL 60654
(312) 968-9600
jordan@1818advocacy.com

Attorneys for Plaintiffs

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Affidavit Pursuant to Supreme Court Rule 222(b)

Michael Haeberle states as follows:

1. I am one of the attorneys for Plaintiff, Meghan Boyle, in this cause.
2. The total amount of money damages sought in this cause exceeds \$50,000.

Further, affiant sayeth naught.

