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

MARY CATHERINE SCHEFFKE,
individually and as Founder of Chicago
French Bulldog Rescue, Inc., NFP,
Plaintiff(s),
v.

SUSAN SCHULZ and VICTORIA McELLIGOTT,
individually and as Directors of Chicago
French Bulldog Rescue, Inc., NFP,
Defendant(s),
and
CHICAGO FRENCH BULLDOG RESCUE, INC., NFP,
Nominal Defendant(s).

Case No.: 2026CH04709
Hon. Judge Eve M. Reilly

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

INTRODUCTION

Mary Scheffke founded Chicago French Bulldog Rescue, Inc., NFP ("CFBR") in 2008 and has dedicated eighteen years to its mission. For seven years the Board of Directors authorized her salary, purchased a property for use as a shelter, permitted her to live there as Executive Director, and covered operating expenses. No Board member objected to any aspect of this arrangement during that time. In late April 2026, after board members sent her profanity-laden text messages, two of those Board members moved to strip Ms. Scheffke of every role, sell the property, and evict her from her home, all while spending at least $10,000 in donor funds on lawyers to execute the plan.

On May 21, 2026, this Court granted Plaintiff's Emergency Motion for a Temporary Restraining Order, finding that Ms. Scheffke raised fair questions on all four elements required for emergency relief. The Court found that she would lose her life's work, her home, and her position

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in the organization, and that four medically vulnerable dogs would lose their sole caregiver. The Court ordered the status quo preserved. (Ex. A.)

Plaintiff respectfully requests that this Court convert the TRO into a preliminary injunction maintaining all existing protections, preventing Defendants from terminating Plaintiff's employment, removing her from the Channahon property, or removing her as a director of CFBR, and restoring her full access to organizational resources so that the medically vulnerable animals in her care can be properly attended to while the underlying disputes are adjudicated.

STATEMENT OF FACTS

A. The Founding and Mary's Role (2008–2018)

Ms. Scheffke founded CFBR in 2008. She ran the organization for eleven years without compensation. She built the donor base, the volunteer network, the foster system, the law enforcement contacts, the national network of rescue and breeder contacts, and the veterinary relationships that sustain the rescue to this day. She is, in every meaningful sense, the rescue. Declaration of Mary Scheffke, "Scheffke Decl.," Exhibit N

B. The Board's Decision to Formalize Mary's Role (2018)

In late 2018, the Board retained the law firm of Wagenmaker & Oberly, LLC ("W&O") to structure a formal Executive Director position with onsite housing at the shelter property. W&O drafted two documents: (1) an employment letter confirming Ms. Scheffke's role as Executive Director at $30,000 per year with onsite housing as a condition of employment, and (2) a corporate resolution establishing the Executive Director position with housing under IRC § 119. (Exs. B, C.)

Neither document was formally adopted by the Board or signed by the parties. However, the documents reflect W&O's professional understanding that the arrangement served the organization's charitable mission and complied with IRS regulations. Every material term

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described in those documents was implemented through Board conduct beginning in 2019 and continuing for seven years.

The email chain through which these documents were transmitted, between then-Board Chair Janie Jenkins and W&O attorney Sally Wagenmaker, confirms the Board's intent and W&O's understanding of the arrangement. (Ex. D.) Ms. Jenkins attested that she was later asked to sign a W&O engagement letter and refused. (Declaration of Janie Jenkins in Defendants' Response.)

C. Seven Years of Board-Authorized Conduct (2019–2026)

Beginning in 2019, the Board implemented the arrangement W&O had designed. The Board authorized Ms. Scheffke's salary through annual budget votes. The Board voted to purchase the property at 25540 S. Blackberry Lane, Channahon, IL 60410, in 2021 for use as a shelter. The Board permitted Ms. Scheffke to live onsite as Executive Director. The Board covered property expenses, vehicle expenses, cell phone costs, insurance, and all costs related to the dogs in Ms. Scheffke's care. Exhibit N

No Board member formally objected to any aspect of this arrangement during the seven years it was in effect. No Board member sought to modify the arrangement by resolution or vote. No Board member raised concerns about IRS compliance, excessive compensation, or private inurement through any resolution at any point-*at least not before they lost their tempers.* This seven-year course of conduct is the arrangement. It was created not by a signed document but by the Board's own repeated, consistent, and unchallenged corporate actions over seven years.

D. The Breakdown and Timeline (Late April – May 2026)

<u>Late April 2026:</u> Board members Schultz and McElligott sent Ms. Scheffke profanity-laden text messages.

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May 1, 2026: W&O, on behalf of CFBR, sent a letter to Plaintiff's counsel announcing an "investigation" into Ms. Scheffke's compensation, housing, and role. (Ex. F.) The investigation was never completed before the Board acted.

May 7, 2026**:** Six days after announcing an investigation that had not been completed, the Board adopted a resolution stripping Ms. Scheffke of her presidency, installing Michelle Martin as President, reassigning Ms. Scheffke to "Medical Coordinator," and scheduling a May 27 vote to remove her as a director. (Ex. H.) The resolution recites that W&O's engagement was "memorialized in an executed legal representation agreement dated December 3, 2018." Also in the Defendants' Response, former Board Chair Janie Jenkins states she was asked to sign this engagement and refused. (Declaration of Janie Jenkins in Defendants' Response). Leaving this inconsistency aside, there was no hearing. No attempt at mediation. No dialogue.

May 18, 2026: Ms. Scheffke was removed from all CFBR bank accounts. Her debit card was disabled. That debit card pays for veterinary bills. One of the dogs in her care has a rare form of cancer and requires ongoing oncology treatment. She was removed from all rescue emails related to fostering, adoptions, and intake. Her cell phone funding was cut. That phone fields every incoming call to the rescue.

May 20, 2026: W&O sent a second letter demanding Ms. Scheffke surrender passwords, financial accounts, and social media access by May 27 or face accelerated eviction from July 31 to June 30. (Ex. G.) Ms. Scheffke was given a seven-day ultimatum while caring for four medically vulnerable dogs with no access to funds, no functioning phone line, and no access to organizational email.

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E. The TRO

On May 21, 2026, this Court granted Plaintiff's Emergency Motion for a Temporary Restraining Order on all four elements and ordered restoration of Ms. Scheffke's access to rescue funds. (Ex. A.)

F. Post-TRO Developments

On May 22, 2026, the Board issued a public statement through Defendant McElligott confirming the use of donor funds for legal fees. The statement characterized these expenditures as "well within its rights." (Ex. K.)

LEGAL STANDARD

To obtain a preliminary injunction, a plaintiff must establish: (1) a clearly ascertainable right in need of protection; (2) irreparable harm if the injunction does not issue; (3) no adequate remedy at law; and (4) a likelihood of success on the merits. *Lo v. Provena Covenant Medical Center*, 342 Ill.App.3d 975 (2003). Courts also balance the equities. *Scheffel & Co. v. Fessler*, 356 Ill. App. 3d 308, 313 (5th Dist. 2005). This Court already found fair questions on all four elements at the TRO stage. The evidence is now substantially stronger.

ARGUMENT

A. Plaintiff Has Multiple Clearly Ascertainable Rights in Need of Protection

1. Statutory Director Rights

Ms. Scheffke is a sitting director of CFBR. She has not been lawfully removed. The May 27, 2026 removal vote was enjoined by the TRO and has not occurred. As a director, Ms. Scheffke has statutory rights to participate in the governance of the organization she founded, to inspect organizational records as an incident of her fiduciary duties as a director, and to protect the organization's mission and charitable assets. These rights are clearly ascertainable and are not

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subject to dispute. *See Delta Med. Sys. v. Mid-America Med. Sys., Inc.*, 331 Ill. App. 3d 777, 789–90 (1st Dist. 2002).

2. Residential Tenancy Rights

Ms. Scheffke has resided on the Channahon property for approximately five years with the Board's knowledge, consent, and authorization. Under Illinois law, she is a tenant regardless of whether a written lease exists. A person who establishes residency in a unit, lives there for a significant amount of time, and pays rent or contributes to expenses has tenant rights. The Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq., requires formal legal proceedings to remove a residential occupant. Strict compliance with the statute is required because eviction is a drastic remedy. The Board cannot evict Ms. Scheffke by sending a lawyer's letter with a deadline. The May 20, 2026 letter purporting to require Ms. Scheffke to vacate by July 31, or by June 30 if she failed to comply with the Board's demands within seven days, is not a lawful eviction.

3. Rights Arising from Board-Authorized Arrangement and Detrimental Reliance

For seven years, the Board authorized a comprehensive arrangement for Ms. Scheffke: salary, title, onsite housing, and covered operating expenses. This was not an informal favor. The Board voted to purchase a property for this purpose. The Board approved annual budgets reflecting her salary. Ms. Scheffke relied on this arrangement for her livelihood and housing. She gave up her dog training business to take the Executive Director role. She moved to a rural property in Channahon. She organized her entire life around an arrangement the Board created and maintained for seven years.

A board cannot unilaterally and retroactively disavow an arrangement it authorized, implemented, and acquiesced in for seven years without following proper governance procedures.

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Even in an at-will employment context, the doctrine of promissory estoppel prevents a party from taking a position fundamentally inconsistent with its prior conduct when the other party has relied on that conduct to her substantial detriment. In Illinois, promissory estoppel requires: (1) an unambiguous promise; (2) reliance on the promise; (3) reliance that was expected and foreseeable; and (4) detrimental reliance. *Quake Const., Inc. v. American Airlines, Inc.*, 141 Ill. 2d 281, 310 (1990); *Newton Tractor Sales v. Kubota Tractor Corp.*, 233 Ill. 2d 46 (2009) (recognizing promissory estoppel as an affirmative cause of action in Illinois). The Board's seven years of conduct is the promise. Ms. Scheffke's reliance is evident. The detriment, losing her home, her income, and her life's work, is catastrophic.

B. Plaintiff Will Suffer Irreparable Harm Absent Injunctive Relief

Without a preliminary injunction, Ms. Scheffke will lose the home she has occupied for five years under a Board-authorized arrangement and become homeless. She will lose her directorship in the organization she founded eighteen years ago. Four medically vulnerable French Bulldogs will lose their sole caregiver. One is paralyzed and awaiting a wheelchair. One is being fitted for a prosthetic limb. One has a rare form of cancer requiring ongoing oncology treatment and requires around-the-clock rehabilitative care.

The Board has identified no specific alternative caregivers. The Martin Declaration states that fosters are "immediately available" and "other therapists" can care for the dogs, but names no one, identifies no qualifications, and provides no evidence that any individual has experience with paralyzed or severely ill French Bulldogs. This Court noted this deficiency in the TRO Order. (Ex. A at ¶ 9.) *See Happy R. Sec., LLC v. Agri-Sources, LLC*, 2013 IL App (3d) 120509, ¶ 36 (irreparable injury is one that cannot be adequately compensated in damages or measured by any certain pecuniary standard).

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These harms are ongoing. The dog with cancer has oncology appointments with no reliable mechanism for payment. The debit card that pays veterinary bills was disabled. Mary presented the TRO order to the bank on Friday and was told the legal department would take up to five days to process it. Medically vulnerable dogs spent the Memorial Day weekend with a caregiver who had no certainty she could feed them or get them to a vet. The Board claims its primary focus is the welfare of the dogs. Its actions prove otherwise.

The Board has no transition plan. It moved to sell the property, terminate Ms. Scheffke, and evict her, with no identified successor, no alternative facility, and no serious plan for the four medically vulnerable dogs in her care. This is not the conduct of a board acting in the organization's best interest. It is the conduct of a board that has not thought past its own anger.

C. There Is No Adequate Remedy at Law

A director removal cannot be undone retroactively. Eviction from a home of five years cannot be compensated with money. The harm to four medically vulnerable dogs cannot be measured in damages. The destruction of the founder's relationship with the organization she built over eighteen years is not a calculable loss. Ms. Scheffke does not seek money damages. She seeks to preserve the status quo while the underlying governance disputes are adjudicated. *See All Seasons Excavating Co. v. Bluthadt*, 229 Ill. App. 3d 22, 28 (1st Dist. 1992) (the fact that plaintiffs' ultimate relief may be a money judgment does not deprive a court of equity of the power to grant a preliminary injunction); *In re Marriage of Hartney*, 355 Ill. App. 3d 1088, 1090 (2d Dist. 2005) (legal remedy must be clear, complete, and as practical and efficient to the ends of justice as the equitable remedy).

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D. Plaintiff Is Likely to Succeed on the Merits

1. Declaratory Judgment: The 2008 Bylaws Govern and the 2009 Bylaws Are Invalid (Count I)

The 2008 Bylaws are the operative governing documents of CFBR. The purported 2009 Bylaws are unsigned, uncertified, and were never validly adopted. Two of three directors have no recollection of ever approving the 2009 Bylaws. There was no quorum. There was no vote. The 2009 Bylaws are a nullity.

This distinction is dispositive. The May 7, 2026 resolution relies on "Section 9.2 of the Corporation's Bylaws" to justify the removal of Ms. Scheffke as President. If that section exists only in the disputed 2009 Bylaws, the resolution rests on a foundation that does not exist. The entire May 7 action, including the installation of Michelle Martin as President and the scheduling of the May 27 removal vote, falls with it.

2. Defendants' Reliance on 805 ILCS 105/108.35 Is Misplaced

In their TRO response, Defendants argued that regardless of which bylaws govern, Ms. Scheffke's removal as president and director is "independently authorized under the Illinois Not-for-Profit Corporation Act." (Def. Resp. at 4.) This argument misreads the statute.

Section 108.35(a) provides that directors "may be removed, with or without cause." But the same subsection expressly states that "the articles of incorporation or bylaws may provide that such directors may only be removed for cause." 805 ILCS 105/108.35(a). The statute does not override the bylaws. It defers to them. If the operative bylaws restrict the grounds or procedures for removal, the statute does not provide a separate, independent basis for removal that circumvents those restrictions.

The 2008 Bylaws address director removal in Section 5. Defendants characterize Section 5 as identifying only "circumstances under which a director must be removed" automatically, not

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as limiting the reasons for removal. But that interpretation renders the provision meaningless. If the drafters of the 2008 Bylaws intended to allow removal for any reason at any time, there would be no need to enumerate specific grounds for removal at all. The enumeration of specific grounds implies the exclusion of others. The principal of *expressio unius est exclusio alterius* applies to contracts. See *In re Marriage of Solecki*, 2020 IL App (2d) 190381, ¶ 64.

Even *arguendo* accepting Defendants' interpretation, the statute itself imposes procedural requirements that were not met. Section 108.25 provides that "no special meeting of directors may remove a director under Section 108.35(b) of this Act unless written notice of the proposed removal is delivered to all directors at least twenty days prior to such meeting." 805 ILCS 105/108.25. The May 7 resolution scheduled a May 27 removal vote. Whether twenty days' written notice was actually delivered to Ms. Scheffke on May 7 is disputed. But more fundamentally, the May 7 resolution that scheduled the vote is itself invalid, because the resolution relied on Section 9.2 of the 2009 Bylaws -these are the bylaws that Plaintiff holds were never adopted.

The statutory argument is circular. Defendants invoke the Act to bypass the bylaws. But the Act defers to the bylaws. And which bylaws govern is the very question this Court must decide. Until that question is resolved, the removal cannot proceed.

3. The May 7, 2026 Resolution Is Invalid

Independent of the bylaws dispute, the May 7 resolution is invalid on multiple grounds. The resolution contains a false recital, stating that W&O's engagement was "memorialized in an executed legal representation agreement dated December 3, 2018." Yet former Board Chair Janie Jenkins states (also in the Defendants' pleadings) under oath that she was asked to sign this engagement and refused. (Declaration of Janie Jenkins in Defendants' Response). If the

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engagement was never executed, the resolution's recital is false, and the resolution's credibility is undermined.

Ms. Scheffke, a sitting director, was effectively excluded from the May 7 meeting at which her presidency was stripped and Martin was installed. She was given no hearing, no opportunity to remedy any purported grievances, and no opportunity to respond. The resolution was adopted in the immediate aftermath of profanity-laden text messages from the very Board members who voted for it. The process was not governance. It was retaliation.

4. Breach of Fiduciary Duty (Count II)

Directors of an Illinois not-for-profit corporation owe fiduciary duties of care and loyalty to the organization and its charitable mission. 805 ILCS 105/108.60. Using at least $10,000 in donor funds to pay lawyers to remove the rescue's founder is a breach of the duty of loyalty. Donors gave that money to rescue French Bulldogs, not to fund boardroom litigation. The Board's own public statement of May 22, 2026 confirms the expenditure and defends it as "well within its rights." (Ex. K.) Multiple donors disagree and have filed complaints with the Illinois Attorney General's Charitable Trust Bureau. (Ex. M.)

The breach is compounded by the circumstances detailed in Section II.D above. The removal was precipitated by personal animus, not governance concerns. The pretextual investigation was never completed. The entire sequence unfolded in approximately three weeks without a hearing, without mediation, and without any opportunity to remediate purported grievances. This was not governance. It was the Queen in Alice in Wonderland: *sentence first, verdict afterward.*

5. Wrongful Removal as President (Count III)

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Directors owe a fiduciary duty of loyalty that requires them to act in the organization's best interest, not their own. 805 ILCS 105/108.60. A director who has demonstrated personal hostility toward the subject of a board vote cannot exercise the disinterested judgment that the duty of loyalty requires. The Board members who voted to remove Ms. Scheffke as President on May 7 are the same Board members who sent her profanity-laden text messages days earlier.

Schultz and McElligott were not acting as fiduciaries when they voted to remove Ms. Scheffke. They were acting on personal animus. That vote removed Ms. Scheffke and installed Martin as President. If the vote is invalid, Martin has no authority to act as President, no authority to sign declarations on behalf of CFBR, and no authority to take any of the actions that followed. The process was defective regardless of which bylaws govern.

6. Wagenmaker & Oberly's Conflicting Position

While not an independent count, W&O's role is relevant to the merits and to the credibility of the defense. W&O was retained in 2018 to structure the very arrangement it now attacks. W&O designed the Executive Director position with onsite housing. W&O opined that the arrangement served the mission and complied with IRC § 119. W&O now represents CFBR in proceedings arguing that no employment agreement exists, the property does not serve the mission, and the compensation is excessive. These positions are irreconcilable with W&O's own prior work product and represent a conflict of interests.

W&O's assertion in the TRO response that there is "no known employment agreement" is particularly troubling if not an outright misrepresentation to this Court. W&O's own files contain the employment letter and corporate resolution drafted for Ms. Scheffke in 2018 because W&O drafted them. The terms of those documents were implemented in full for seven years. To assert that there is "no known" agreement under these circumstances is a misrepresentation of fact. This

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contradiction goes to the credibility of the entire defense and to the *bona fides* of the Board's stated justifications for its actions.

E. The Board's Excessive Compensation Argument Is Built on a Deliberate Mischaracterization of Organizational Operating Costs

1. The Board's Own Numbers Destroy the Excessive Compensation Argument

Upon information and belief, the Board and its supporters have circulated a figure of approximately $134,000 as the total salary paid to Ms. Scheffke. If accurate, this figure covers seven years of employment from 2019 to 2026. That is approximately $19,000 per year. The Board authorized this salary through annual budget votes. Each budget vote is a formal corporate action. Seven consecutive years of the Board affirmatively approving Ms. Scheffke's compensation is seven years of the Board ratifying the very arrangement it now seeks to characterize as excessive.

The Illinois minimum wage is $15.00 per hour. 820 ILCS 105/4. A standard 40-hour work week at minimum wage yields $31,200 per year. Ms. Scheffke's approximate and average annual salary over six years of approximately $19,000 was below the Illinois minimum wage for a standard 40-hour work week.

But Ms. Scheffke did not work a 40-hour week. She was on call 24 hours a day, 7 days a week, providing around-the-clock care for the rescue's most medically complex dogs. She managed paralyzed dogs requiring wheelchair assistance. She cared for dogs with rare forms of cancer requiring ongoing oncology treatment. She oversaw dogs being fitted for prosthetic limbs. She administered medications at all hours, responded to medical emergencies in the middle of the night, and provided the kind of constant, hands-on rehabilitative care that no volunteer or part-time foster can replicate.

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At $19,000 per year for continuous around-the-clock duty, Ms. Scheffke's effective hourly rate was approximately $2.17 per hour. That is less than one-third of the federal minimum wage. It is less than one-seventh of the Illinois minimum wage.

Defendants' TRO response invoked IRC § 4958 and raised concerns about private inurement and excess benefits. The intermediate sanctions analysis under § 4958 compares compensation to what similarly situated organizations pay for comparable services. No comparable nonprofit executive director in the State of Illinois works for $19,000 per year. Ms. Scheffke's compensation was not excessive. It was below subsistence. The Board knew this because the Board approved it. Every year. For seven years.

Even adding the 'over $50,000' in combined benefits alleged in the Martin Declaration (¶ 6) since November 2020, total compensation over seven years for full time work, would be roughly $184,000, or approximately $26,000 per year. That is still below the Illinois minimum wage for a standard 40-hour work week. The private inurement argument is not merely frivolous, it is bad faith.

Moreover, the Board is estopped from raising IRS compliance concerns it had a fiduciary duty to monitor for seven years and never once raised. If the arrangement was non-compliant, the Board's failure to act for seven years is itself a breach of the duty of care. The Board cannot weaponize its own governance failures against the employee who relied on the arrangement the Board created.

2. Organizational Operating Costs Are Not Personal Benefits

To inflate the compensation figure and manufacture an IRS compliance concern, the Board has deliberately and systematically mischaracterized organizational operating costs as personal benefits to Ms. Scheffke. An exercise so egregious, each item warrants individual examination.

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The Housing. The Board's own counsel, Wagenmaker & Oberly, designed Ms. Scheffke's onsite housing as a condition of employment under IRC § 119. The entire purpose of § 119 is to exclude employer-provided housing from the employee's income when the housing is furnished *for the convenience of the employer and the employee is required to live on the business premises as a condition of employment*. W&O structured the arrangement this way deliberately because the Board required Ms. Scheffke to be available around the clock. The Board cannot now reclassify a condition of employment as a personal benefit to inflate the compensation figure that its own counsel, the very same counsel it is using now, designed to be tax-compliant.

The residence itself is modest at best. It is a working medical shelter that doubles as a home because the Board required Ms. Scheffke to live there. Four medically vulnerable French Bulldogs occupy exercise pens and crates throughout the living space. Rescue crates, medical supplies, wheelchairs, rehabilitation pads, and dog beds fill the available rooms. The property will not be appearing in Architectural Digest. It is a triage facility for very sick dogs. The Board's response characterizes the living conditions in terms that suggest hoarding or disorder. What the Board describes as disorder, any experienced rescue worker would recognize as a functioning medical rehabilitation facility. A home that houses paralyzed dogs, dogs with cancer, and dogs being fitted for prosthetics is going to look like a medical facility, not a suburban living room.

On May 19, 2026, one day after the Board cut off Ms. Scheffke's access to all organizational funds, the Illinois Department of Agriculture, Bureau of Animal Welfare, conducted an inspection of the Channahon property. The inspection found every category acceptable, the animals in good health, the facility clean and odorless, and no improvements required. The State of Illinois approved the facility for licensure. (Ex. __.)

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The Board purchased the property in 2021 with the stated intention of creating a facility that would include a training center, boarding for volunteers and board members, and a hub for rescue operations. The pole barn on the property was intended to serve these purposes. It was never insulated. It has no heating or air conditioning. That is a governance failure of the Board, not a failure of Ms. Scheffke to perform on expectations. At $2.17 an hour, Ms. Scheffke cannot reasonably be expected to fund capital improvements to a building the Board owns. If the property's full potential was never realized, the responsibility lies with the Board that failed to fund the improvements, not with the Executive Director who was required to live there and care for the dogs with whatever resources the Board provided.

If the aspirations for the pole barn were never fully realized, that is because it never moved from its uninsulated state at purchase into a building with heating and cooling that could house boarding and training. This is a governance failure by the Board.

The Van. The van is titled to the rescue. Ms. Scheffke uses it to transport dogs to veterinary appointments, to collect intake dogs, and to deliver dogs to foster homes. These are core rescue operations. Listing "vehicle expenses and gas" as a personal benefit to Ms. Scheffke is no different from listing electricity at a hospital as an employment benefit to a surgeon. It is an organizational operating cost incurred in furtherance of the rescue's mission-not a personal benefit.

The Cell Phones. Ms. Scheffke's cell phones field every incoming call to the rescue. Adoption inquiries, foster applications, intake calls, veterinary coordination, and donor communications all flow through these phones. These are the rescue's phone lines. They are organizational tools, not personal benefits.

The Debit Card. The Martin Declaration itself confirms that "[a]ll veterinarian visits are paid for with a card on file that is charged to CFBR. All food, medicine, and supplies are also

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provided by CFBR by either shipping or reimbursement with receipt." (Martin Decl. ¶ 17.) These are organizational expenses by the Board's own admission. The debit card is the mechanism through which the rescue pays its operating costs. Listing it as a personal benefit to Ms. Scheffke while simultaneously acknowledging that it pays for organizational expenses is internally contradictory. Paying for the vet appointments of dogs in her care is not a benefit to Mary.

4. The Board's Characterization Reveals a Fundamental Disconnect with the Rescue's Mission

The Board's objections to Ms. Scheffke's compensation and living conditions reveal a board that is fundamentally out of touch with the actual work required to run a medical rehabilitation shelter on a day to day basis.

It takes a singular dedication to live in a small home filled with exercise pens, wheelchairs, crates, and medical equipment, to wake at 3:00 a.m. to administer medication to a paralyzed dog, to drive an hour or two to an oncology appointment for a dog with cancer, to clean and maintain rehabilitation equipment, to change diapers, keep incontinent dogs clean, change pee pads, and attend to all the unglamorous necessities of caring for dogs with IVDD. All the Rescue's IVDD dogs and medically critical dogs are cared for by Ms. Scheffke. And to do all of this for $2.17 an hour, year after year, without complaint.

The hypocrisy of characterizing these organizational assets as personal benefits warrants emphasis. Every single item the Board classifies as a "benefit" to Ms. Scheffke is owned by the rescue, titled to the rescue, used for the rescue's operations, and was authorized by the Board itself. The rescue owns the property. The rescue owns the van. The rescue owns the cell phones. The rescue's credit card pays the veterinary bills. Ms. Scheffke does not own any of these things. She uses them because she is the only person doing the actual 24/7, gritty work.

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If the Board replaced Ms. Scheffke tomorrow, the next Executive Director would need the same property to live in, the same van to transport dogs, the same phones to answer calls, and the same debit card to pay veterinary bills. These are not benefits. They are the cost of running a rescue. The Board's attempt to reclassify its own operating expenses as one employee's personal compensation is not a good-faith exercise in IRS compliance. On the contrary, it raises its own questions about the accuracy of the CFBR's tax reporting. It is an after-the-fact rationalization and deeply unserious argument arrived at to justify removing the founder on the basis of personal animosity.

Ms. Scheffke did not enter into this arrangement for the lifestyle. There is no lifestyle here. No one would want to live like this, unless they had a heart and soul committed to rescuing dogs. These are not the dogs that prance out of show rings or go to Westminster, but dogs with prolapsed colons, paralysis, neurological issues, and cancer. This is real work and it is the antithesis of glamor. None of the Board members have ever cared for a dog with IVDD. There is social status signaling value in being on a rescue board, it is another matter entirely, to do what Mary does.

Upon information and belief, the Board members who now characterize this arrangement as excessive compensation live in circumstances far removed from Ms. Scheffke's reality. Upon information and belief, they reside in comfortable homes with modern amenities and house cleaning services. They do not share their living space with paralyzed dogs in wheelchairs and dogs recovering from cancer surgery. They do not wake at 3:00 a.m. to administer medication. They do not work for $2.17 an hour. They volunteer their time, which is commendable, but they do so from a position of vastly greater comfort and financial security that Ms. Scheffke has never had while serving this rescue. The gulf between their circumstances and hers makes their characterization of her living situation as a "benefit" not merely inaccurate but reflective of a

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fundamental disconnection from the reality of what this work demands from people who have not lived it-not even close, not 24/7, not with medically critical dogs.

The reality is grubby from the outside. Ms. Scheffke lives in a small home with old, drafty windows. Every part of the floor is covered with yoga mats so that the dogs in wheelchairs can move around without slipping. The living space is organized around the dogs' medical needs, not around human comfort. Exercise pens, crates, rehabilitation pads, medical supplies, and wheelchair equipment fill the rooms. This is not a home that has been adapted for a person's enjoyment or would ever be in Architectural Digest. It is a home that has been surrendered entirely to the care of animals that no one else would take or want to deal with.

To characterize this as excessive compensation is inaccurate. It is also plain cruelty. It betrays a disdain, perhaps rooted in the distance between the Board's own comfortable circumstances and the conditions under which Ms. Scheffke actually lives and works.

5. The Real Excessive Expenditure

If the Board genuinely believed the compensation arrangement was excessive or non-compliant, its fiduciary duty was to adjust it through proper and considered governance. It should have convened a meeting, discussed the concerns, proposed modifications, asked for mediation by counsels, and voted on changes.

The excessive compensation argument is not just wrong. It is projection. The Board accuses Ms. Scheffke of consuming organizational resources while it rapidly diverts donor funds to pay for the very lawyers making the accusation-the same lawyers who initially drafted and blessed the compensation structure. If the Board members had genuine disagreements with Ms. Scheffke's management of the rescue, they had a simple option available to every volunteer board member of a nonprofit: **resign.** They chose instead to spend donor funds on a grudge.

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F. The Balance of Harms Overwhelmingly Favors Plaintiff

Without the preliminary injunction, Ms. Scheffke loses her home, her directorship, her employment, and her life's work. Four medically vulnerable dogs lose their sole caregiver. A dog with cancer loses access to treatment. A paralyzed dog awaiting a wheelchair loses the only person who knows its medical history, therapy schedule, and daily care needs. The organizational damage to CFBR may be irreversible. Donors continue to file complaints with the Attorney General and the rescue's public reputation is eroding.

6. Defendants' Non-Compliance with The TRO

This Court entered the TRO on May 21, 2026, ordering Defendants to "restore Plaintiff's access to the Rescue's funds so she can adequately care for the animals in her care." (Ex. A at ¶ 13.) As of the date of this filing, May 29, 2026, Defendants have not complied.

Defendants did not call the bank on May 21 to restore Ms. Scheffke's access or order a replacement debit card. They did not act on May 22, or May 23, or May 24. Their explanation is that Ms. Martin, the individual they installed as President through the disputed May 7 resolution, was out of town from May 20 through May 24. A court order does not wait for convenience. If Ms. Martin was unavailable, Defendants' counsel could have contacted the bank. Defendants Schultz and McElligott could have contacted the bank. No one did.

Ms. Scheffke went to the bank herself on Friday, May 23, with a copy of the TRO order. She spent hours there. She was told the bank's legal department would need up to five days to review. The dogs spent Memorial Day weekend with a caregiver who could not be certain she could buy food or pay for an emergency vet visit.

A debit card was not ordered until May 28, a full week after the Court's Order, and only after Plaintiff's counsel raised the issue of non-compliance in writing. The card has not yet arrived.

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More troubling is what Defendants have refused to restore entirely. Ms. Scheffke opened the CFBR checking account. She was a co-signatory with full visibility into the account's transactions. Defendants have not restored her co-signatory status. They have not restored her login access to the financial accounts. When Plaintiff's counsel specifically requested these items, Defendants' counsel responded: "We disagree with your interpretation of the Court's order."

There is only one reason to deny the founder and Executive Director visibility into the rescue's financial accounts: to prevent her from seeing how donor funds are being spent. Ms. Scheffke had this access for seven years. It was removed on May 18 as part of the same retaliatory sequence that gave rise to this litigation. The Court ordered access restored. Defendants have restored only what they cannot avoid, a debit card that has not yet arrived, while withholding the transparency that would reveal whether additional donor funds have been diverted to pay Wagenmaker & Oberly since the TRO was entered.

This is not a good-faith effort to comply with the Court's Order. It is selective compliance designed to maintain control over the rescue's finances while creating the appearance of cooperation. The Court should order full restoration of Ms. Scheffke's co-signatory status and login access to all CFBR financial accounts, with visibility into all transactions since May 18, 2026.

V. CONCLUSION

With the preliminary injunction, the Board waits. By its own admission, the property will not be listed for sale until the end of July 2026. The only cost to the Board is the inability to evict Ms. Scheffke before the merits are adjudicated. That is not harm. That is due process.

This Court already found the balance of harms favored Plaintiff at the TRO stage. (Ex. A at ¶ 12.) Nothing has changed to shift that balance. The Board's post-TRO conduct, including public statements in defense of donor fund expenditures, and confirming that Mary's inability to

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pay for the oncology appointment of the dog in her care is by design, confirm that the Board's priorities are not aligned with the rescue's mission.

There is also a public interest in ensuring that charitable organizations entrusted with donor funds are governed by fiduciaries acting in the organization's interest, not by individuals acting on personal grievance. The AG complaints reflect that public concern.

This case is not a governance dispute. It is the attempted removal of a founder who gave eighteen years of her life to an organization she dreamt up and built.

For the foregoing reasons, Plaintiff respectfully requests that this Court enter a preliminary injunction ordering as follows:

1. Defendants are enjoined from terminating Plaintiff's employment with CFBR;

2. Defendants are enjoined from removing Plaintiff from the property at 25540 S. Blackberry Lane, Channahon, IL 60410;

3. Defendants are enjoined from removing Plaintiff as a director of CFBR or taking any further action to remove her as a director;

4. Defendants are enjoined from taking any further adverse action against Plaintiff in her capacity as a director, employee, or resident of the CFBR property;

5. Defendants shall restore Plaintiff's full access to all CFBR bank accounts, debit cards, email accounts, and organizational resources;

6. Such other and further relief as this Court deems just and proper.

Respectfully submitted,

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Mary 29, 2026

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EXHIBIT LIST

Exhibit A: TRO Order (May 21, 2026)

Exhibit B: W&O Employment Letter Draft (December 21, 2018)

Exhibit C: W&O Corporate Resolution Draft (December 21, 2018)

Exhibit D: Jenkins/Wagenmaker Email Chain (December 2018)

Exhibit F: Taylor Letter (May 1, 2026)

Exhibit G: Taylor Letter (May 20, 2026)

Exhibit H: May 7, 2026 Board Resolution

Exhibit M: Donor AG Complaints (Representative Sample)

Exhibit N: Declaration of Mary Scheffke

Exhibit Q: Department of Agriculture Inspection Report