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 SCHULTZ 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 AMENDED MOTION FOR PRELIMINARY INJUNCTION

INTRODUCTION

For seven years the Board authorized Mary Scheffke's salary, bought a property to serve as the rescue's shelter, required her to live there as Executive Director, and covered its operating costs, without a single objection. Then, in late April 2026, days after Board members sent her profanity-laden text messages, two of them moved to strip her of every role, sell the property, and evict her from her home, 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 fair questions on all four elements and that Ms. Scheffke would otherwise lose her life's work, her home, and her position, and four medically vulnerable dogs their sole caregiver. The Court ordered the status quo preserved. (Ex. A.)

Plaintiff respectfully requests that the Court convert the TRO into a preliminary injunction: barring Defendants from terminating her employment, removing her from the Channahon property, or removing her as a director, and restoring her full access to organizational resources so the animals in her care are 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's own counsel, Wagenmaker & Oberly, designed and blessed the very arrangement the Board now attacks: an Executive Director position at $30,000 per year with onsite housing as a condition of employment under IRC § 119. (Exs. B, C.) The Board then implemented every term of it through seven years of conduct, without objection, from 2019 until this dispute.

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 required 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)

Late April 2026: Board members Schulz and McElligott sent Ms. Scheffke profanity-laden text messages.

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," yet no executed agreement of that date appears in the record. Leaving that inconsistency aside, there was no hearing, no attempt at mediation, and 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.

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 who has not been lawfully removed; the May 27, 2026 removal vote was enjoined by the TRO and has not occurred. As a director, she has statutory rights to participate in governance, to inspect organizational records, and to protect the organization's charitable assets. These rights are clearly ascertainable and not 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 no informal favor. The Board voted to purchase a property for the purpose and approved annual budgets reflecting her salary. Ms. Scheffke relied on the arrangement for her livelihood and home: she gave up her dog-training business, moved to a rural property in Channahon, and organized her life around what 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.

Even in an at-will context, promissory estoppel prevents a party from taking a position fundamentally inconsistent with its prior conduct where the other party has relied to her substantial detriment. The elements are an unambiguous promise, reasonable and foreseeable reliance, and detrimental reliance. Quake Constr., Inc. v. Am. Airlines, Inc., 141 Ill. 2d 281 (1990). Ms. Scheffke upended her life in reliance on the Board's seven-year arrangement.

B. Plaintiff Will Suffer Irreparable Harm Absent Injunctive Relief

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

The Board offers a list of fosters but no qualified replacement. Trained over eighteen years by treating veterinarians and certified canine rehabilitation specialists, Ms. Scheffke provides the bladder management, rehabilitation therapy, and medication schedules that paralyzed and post-surgical dogs require. The Martin Declaration calls fosters "immediately available" but names no one with that training. Willingness to foster is not the ability to provide it, and handing these dogs to an untrained caregiver is itself irreparable harm.

These harms are immediate. The cancer patient has oncology appointments with no reliable means of payment, because the debit card that covers the rescue's veterinary bills was disabled; when Ms. Scheffke presented the TRO order, the bank said its legal department would take up to five days. Medically fragile dogs spent Memorial Day weekend with a caregiver unsure she could feed them or get them to a vet. The Board says the dogs' welfare is its focus; its conduct says otherwise. It moved to sell the property, terminate Ms. Scheffke, and evict her with no successor caregiver and no plan for the animals.

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).

D. Plaintiff Is Likely to Succeed on the Merits

1. Declaratory Judgment: 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

Defendants argue that Ms. Scheffke's removal is "independently authorized" under the Not-for-Profit Corporation Act regardless of which bylaws govern. (Def. Resp. at 4.) That misreads the statute. Section 108.35(a) permits removal "with or without cause," but the same subsection 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. Where the operative bylaws restrict removal, the Act provides no separate basis to circumvent them.

The 2008 Bylaws restrict removal in Section 5. Defendants read Section 5 as listing only circumstances of automatic removal, not as limiting the grounds, but that reading renders the provision meaningless: a board free to remove a director for any reason has no need to enumerate three. The enumeration of specific grounds excludes others. *Expressio unius est exclusio alterius.* See *In re Marriage of Solecki,* 2020 IL App (2d) 190381, ¶ 64.

The argument is also 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 it is resolved, the removal cannot proceed.

3. The May 7, 2026 Resolution Is Invalid

Independent of the bylaws dispute, the May 7 resolution rests on a recital the record does not support. It states that W&O's engagement was "memorialized in an executed legal representation agreement dated December 3, 2018," yet no such agreement appears in the record. A resolution whose central recital is contradicted by the very document it invokes cannot bear the weight Defendants place on it. The process was no better than the recital. Ms. Scheffke, a sitting director, was excluded from the very meeting at which her presidency was stripped and Martin installed, given no hearing, no chance to respond, and no opportunity to cure any purported grievance. The resolution was adopted days after profanity-laden texts from the same Board members who voted for it. This was not governance. It was punishment dressed as a vote. And the defect reaches the present record: if the May 7 vote is invalid, Martin's installation as President is void, and she had no authority to act for CFBR or to sign the declarations on which Defendants now rely, regardless of which bylaws govern.

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. The Board's May 22, 2026 public statement confirms it is spending donor funds on this litigation and defends the expenditure 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 Board's conduct since May 2026 is not ordinary mismanagement. It is willful and wanton breach of the fiduciary duty of loyalty, and it forfeits the limited immunity that Section

108.70(a) extends only to directors whose acts are free of willful or wanton misconduct. Two acts make the point.

First, on May 8, 2026, the Board halted the Rescue's intake of animals, the single core function for which the organization exists, during the very period it was assembling its case to remove the founder and sell the property. The timing admits no charitable explanation. A founder is easier to evict, and a property easier to empty and sell, when there are no dogs left in the founder's care. Shutting down the Rescue's mission to improve the Board's position against its own founder is self-dealing in its rawest form: the directors advanced their personal objective at the direct expense of the charitable purpose they are sworn to protect.

Second, the Board has turned the Rescue's donated funds into a private war chest to bankroll a controlling bloc's personal grievance. Money given to save French Bulldogs is being spent, on information and belief in excess of $10,000 and climbing, on escalating demand letters, a contested removal, and this litigation, every dollar of it aimed at removing the founder. Using a charity's assets to win an internal power struggle is the paradigm of disloyalty. It is the use of trust funds for the private ends of the purported fiduciaries rather than for the beneficiaries, the animals and the donating public, to whom every duty is owed.

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 any 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. Wagenmaker & Oberly's Conflicting Position

The Board now spends donor funds on the very firm that drafted and blessed the compensation structure in 2018, to brand that structure excessive. While not an independent count,

W&O's role bears directly on the credibility of the defense. The firm was retained in 2018 to structure the very arrangement it now attacks: it designed the Executive Director position with onsite housing and opined that the arrangement served the mission and complied with IRC § 119. W&O now represents CFBR in arguing that no employment agreement exists, the property does not serve the mission, and the compensation is excessive: positions irreconcilable with its own prior work product. Its assertion that there is "no known employment agreement" is untenable given that W&O drafted that very arrangement. The contradiction goes to the bona fides of the Board's stated justifications.

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 has circulated a figure of approximately $134,000 as Ms. Scheffke's total salary. That figure collapses on the Board's own numbers. 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, paralyzed dogs in wheelchairs, dogs with cancer requiring ongoing oncology treatment, dogs fitted for prosthetics, medications at all hours, and emergencies in the middle of the night. At $19,000 per year for continuous duty, her effective rate was approximately $2.17 per hour, less than one-seventh of the Illinois minimum wage. 820 ILCS 105/4. Even adding the "over $50,000" in combined benefits the Martin Declaration alleges since November 2020 (¶ 6), total compensation over seven years averages roughly $26,000 per year, still below minimum wage for a 40-hour week. The private inurement argument fails on the Board's own figures.

The Board is also 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 concern, the Board has systematically mischaracterized the rescue's operating costs as personal benefits. A hospital does not give a surgeon an operating room, sterile instruments, and a surgical team and then book those tools as the surgeon's income. They are what the work requires. So here, and every item fails on examination. The housing was designed by the Board's own counsel as a condition of employment under IRC § 119, furnished for the convenience of the employer; the residence is a working medical shelter that doubles as a home because the Board required Ms. Scheffke to live there, and the State inspected it on May 19, 2026 and found every category acceptable. The van is titled to the rescue and transports dogs to veterinary appointments, intakes, and foster placements. The cell phones field every call the rescue receives: adoptions, fostering, intake, veterinary coordination, donors. The debit card is how the rescue pays its own bills, as the Martin Declaration confirms: "All veterinarian visits are paid for with a card on file that is charged to CFBR. All food, medicine, and supplies are also provided by CFBR." (Martin Decl. ¶ 17.) Every item the Board calls a "benefit" is owned by the rescue, titled to the rescue, used for its operations, and authorized by the Board itself.

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

There is no lifestyle here. Ms. Scheffke lives in a small home with drafty windows and yoga mats covering the floors so dogs in wheelchairs can move without slipping. She wakes at 3:00 a.m. to medicate a paralyzed dog and drives hours to oncology appointments. No one lives this way except someone wholly committed to the dogs no one else will take. To call it excessive

compensation betrays a fundamental disconnect from what the work actually demands.

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.

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.

4. Defendants' Non-Compliance with The TRO

This Court ordered 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.) They have not complied. They took no action in the days following the Order; Ms. Scheffke went to the bank herself on May 23 and was told the legal department needed five days; a replacement debit card was not ordered until May 28, and only after counsel raised non-compliance in writing.

More telling is what Defendants refuse to restore. Ms. Scheffke was a co-signatory on the CFBR checking account she opened, with full transaction visibility, until that access was stripped on May 18 as part of the same retaliatory sequence that produced this lawsuit. Defendants have not restored her co-signatory status or login access; when counsel asked, they answered only, "We disagree with your interpretation of the Court's order." There is one reason to deny the founder

visibility into the accounts funding the litigation against her: to keep her from seeing how donor money is being diverted from rescuing dogs to prosecuting a grudge. Defendants restored only what they could not avoid, withholding the transparency that would show whether further funds have gone to Wagenmaker & Oberly since the TRO. This is selective compliance dressed as cooperation.

V. CONCLUSION

With the injunction, the Board loses only the ability to act before a hearing, and by its own admission it will not list the property until the end of July. The Court already found the balance of harms favored Plaintiff at the TRO stage (Ex. A ¶ 12); nothing has changed but that the record against the Board has grown.

This is not a governance dispute. It is the attempted removal of a founder who gave eighteen years to an organization she built, by a board faction willing to halt the rescue of animals and solicit donations while spending the charity's funds as its own litigation war chest. The public interest does not tolerate charities run for the grievances of those who crave power over the mission they were entrusted to serve, and the donor complaints to the Attorney General reflect that concern. (Ex. M.)

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, removing her from the property at 25540 S. Blackberry Lane, Channahon, IL 60410, removing her as a director, or taking any further adverse action against her in her capacity as director, employee, or resident, pending final hearing;
2. Defendants shall restore Plaintiff's full access to all CFBR financial accounts, including her co-signatory status, online login and viewing access, a functioning debit card, and visibility into all account transactions since May 18, 2026;
3. Defendants shall preserve the status quo as to the property and shall not list, market, or transfer the property at 25540 S. Blackberry Lane pending final hearing; and
4. Such other and further relief as this Court deems just and proper.

Respectfully submitted,

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