

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

THE BANCORP BANK,

*Plaintiff,*

v.

EPC PROPERTIES, LLC, EP CURRAGH, LLC;  
HOLLAND PUB, LLC; DOWNTOWN HOLLAND  
PROPERTIES, LLC; SOPHIA LEONGAS; THE  
SMALL BUSINESS ADMINISTRATION; and ALL  
UNKNOWN OWNERS and NON-RECORD  
CLAIMANTS,

*Defendants,*

Case No. 1:20-cv-01148

Judge Martha M. Pacold

MATTHEW BRASH of NEWPOINT ADVISORS  
CORPORATION, not personally but solely as the  
court-appointed receiver,

*Petitioner,*

v.

781 MILWAUKEE, LLC a/k/a 781 NORTH  
MILWAUKEE LLC; EP CURRAGH, LLC;  
HOLLAND PUB, LLC; QUE ONDA, LLC; and  
UNKNOWN OCCUPANTS,

*Respondents.*

**AFFIDAVIT OF MATTHEW BRASH**

Matthew Brash, being duly sworn under oath, deposes and states as follows:

1. I am over 18 years of age and this affidavit is based on my personal knowledge of the facts set forth herein. If called to testify in the matter, my testimony would be consistent with those facts. Under penalties provided by law under §1-109 of the Illinois Code of Civil Procedure, I hereby certify that the allegations of Matthew Brash of Newpoint Advisors Corporation, not personally but solely as the court-appointed receiver's ("Petitioner") Verified Supplemental Petition for Eviction pursuant to 735 ILCS 5/15-1701(h) (the "Petition") filed in this action, and the facts set forth in this affidavit, are true and correct based on my personal knowledge.

2. I am Senior Managing Director for Newpoint Advisors Corporation and the court-appointed receiver in this action and I am authorized to make this affidavit on behalf of Petitioner. As Senior Managing Director and the court-appointed receiver, I am assigned and did, as part of my duties, review and become familiar with the facts surrounding the tenancy of respondents, 781

Milwaukee, LLC a/k/a 781 North Milwaukee LLC, EP Curragh, LLC, Holland Pub, LLC, Que Onda, LLC, and Unknown Occupants (collectively "Respondents") at the commercial real estate located at and commonly known as 6701-6709 N. Northwest Highway, Chicago, Illinois 60631 (the "Real Property"). True and correct copies of the Respondents' leases are attached to the Petition as Exhibits 1, 2, and 3.

3. Petitioner is the court-appointed receiver pursuant to that court order entered on June 15, 2020 (the "Receiver Order"). Pursuant to the Receiver Order and the Illinois Mortgage Foreclosure Law (the "IMFL"), on June 26, 2020, Petitioner delivered notice to Respondents that Petitioner was appointed and all rental payments due were to be made to Petitioner. A true and correct copy of the June 26, 2020 notice is attached to the Petition as Exhibit 4.

4. As Senior Managing Director for Petitioner, I am familiar with the terms of the commercial leases for the Real Property executed by Respondents (collectively, the "Leases") and the status of the payments due thereunder. Pursuant to the terms of the Leases, rental payments are due on the first day of each month. Respondents failed to make any rental payments, beginning on July 1, 2020 and thereafter. On September 4, 2020, Petitioner delivered notices of default to Respondents. True and correct copies of the September 4, 2020 notices are attached to the Petition as Exhibit 5. On October 30, 2020, Petitioner delivered a 30-day notice to vacate to Respondents. True and correct copies of the October 30, 2020 notices are attached to the Petition as Exhibit 6.

5. Respondents have not tendered possession of the Real Property.

6. In my role as Senior Managing Director for Petitioner, I have personal knowledge of the hardware and computer software utilized by Petitioner in tracking and recording lease payments. Petitioner uses QuickBooks ("QuickBooks") to track lease payments, specifically, by recording and tracking lease payments owed and received each month. The entries made in QuickBooks were made at or near the time lease payments were owed and were made in the ordinary course of business by Petitioner. I have operated and worked QuickBooks since becoming employed by Petitioner. This type of tracking and accounting is recognized as a standard in the commercial rental industry. Here, QuickBooks was properly operated to accurately record lease payments by trained staff members of Petitioner.

7. As Senior Managing Director for Petitioner, I have personal knowledge of the current status of payments under the Leases. A true and correct copy of the excel spreadsheet kept and maintained in the ordinary course of business by Petitioner generated by QuickBooks setting

forth the unpaid lease payments due under the Lease for Respondents is attached hereto and incorporated herein as Exhibit A. I relied on Exhibit A in making this affidavit as a summary of the files, ledgers, records, and documents kept by Petitioner in regard to the Leases.

8. As Senior Managing Director for Petitioner and from my personal review of the summaries related to the Leases, I have found the method of record-keeping set forth above to be reliable and trustworthy method of storing and generating information. The information accurately reflects the Leases, the payment histories, and the amount owed by Respondents under the Leases.

9. As of May 31, 2021, the following amounts are due under the Leases:

a. Lease dated August 16, 2013 executed by respondent 781 Milwaukee, LLC a/k/a 781 North Milwaukee LLC:

|  |                    |
|--|--------------------|
| i. July 2020 – December 2020 Unpaid Rent         | \$47,250.00        |
| ii. <u>January 2021 – April 2021 Unpaid Rent</u> | <u>\$39,575.00</u> |
| iii. <b>Total Due from 781 Milwaukee, LLC</b>    | <b>\$86,825.00</b> |

b. Lease dated November 1, 2013 executed by respondent EP Curragh, LLC and Holland Pub, LLC:

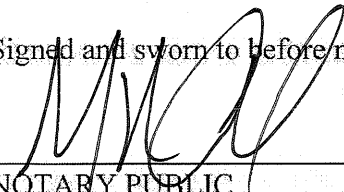
|   |                     |
|---|---------------------|
| i. July 2020 – December 2020 Unpaid Rent                        | \$145,002.00        |
| ii. <u>January 2021 – April 2021 Unpaid Rent</u>                | <u>\$120,835.00</u> |
| iii. <b>Total Due from EP Curragh, LLC and Holland Pub, LLC</b> | <b>\$265,837.00</b> |

c. Lease dated September 23, 2017 executed by respondent Que Onda, LLC:

|  |                     |
|--|---------------------|
| i. July 2020 – December 2020 Unpaid Rent         | \$49,999.98         |
| ii. <u>January 2021 – April 2021 Unpaid Rent</u> | <u>\$41,666.65</u>  |
| iii. <b>Total Due from Que Onda, LLC</b>         | <b>\$ 91,666.63</b> |

Petitioner claims these amounts due from Respondents under their respective Leases.

  
MATTHEW BRASH  
Court-Appointed Receiver  
Senior Managing Director  
Newpoint Advisors Corporation

Signed and sworn to before me on this 4<sup>th</sup> day of June, 2021.  
  
NOTARY PUBLIC  
