

**NONPRECEDENTIAL DISPOSITION**

To be cited only in accordance with Fed. R. App. P. 32.1

**United States Court of Appeals**

**For the Seventh Circuit  
Chicago, Illinois 60604**

Submitted November 7, 2024\*

Decided December 5, 2024

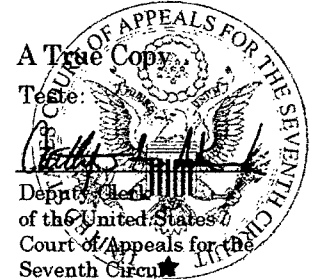
**CERTIFIED COPY**

**Before**

DAVID F. HAMILTON, *Circuit Judge*

AMY J. ST. EVE, *Circuit Judge*

DORIS L. PRYOR, *Circuit Judge*



No. 24-1730

ALI R. MUHAMMAD,  
*Plaintiff-Appellant,*

Appeal from the United States District  
Court for the Northern District of  
Illinois, Eastern Division.

*v.*

No. 1:23-cv-05060

LONE STAR FUNDS, et al.,  
*Defendants-Appellees.*

Mary M. Rowland,  
*Judge.*

**ORDER**

Ali Muhammad appeals the judgment dismissing his claims of federal constitutional violations in connection with a state-court eviction proceeding. See 42 U.S.C. § 1983. We affirm, though in part on a different ground.

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\* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

The case reflects several procedural oddities. First, Muhammad brought the case to federal court with a Notice of Removal that attempted to remove a long-pending state-court action against him seeking first foreclosure of the mortgage on his home and ultimately eviction from the property. The Notice of Removal had at least two fatal problems: (1) it was filed after the 30-day deadline in 28 U.S.C. § 1446(b); and (2) the state-court plaintiffs did not assert any claims arising under federal law that might have permitted a timely removal under 28 U.S.C. § 1441(a).

Before the district court could remand, however, Muhammad filed what he called an “Amended Answer and Verified Complaint.” Dkt. 6. The district court treated that document as in effect a civil complaint in a new case in which Muhammad was the plaintiff and was suing nearly 40 defendants—including corporations, attorneys, state-court judges, the governor of Illinois, and other elected officials—alleging that they deprived him of property without due process or just compensation.

The district court screened the complaint under 28 U.S.C. § 1915(e)(2) and dismissed it for lack of jurisdiction. The court explained that the complaint appeared to be attacking a state-court judgment, which is barred by the *Rooker-Feldman* doctrine. *Rooker v. Fidelity Trust Co.*, 263 U.S. 413, 415–16 (1923); *District of Columbia Ct. of Appeals v. Feldman*, 460 U.S. 462, 482 (1983). That doctrine prevents district courts from exercising jurisdiction over claims by parties who claim they were injured by state-court judgments and who ask a federal court to review and reject state-court decisions. *Exxon Mobil Corp. v. Saudi Basic Indus. Corp.*, 544 U.S. 280, 284 (2005). The district court gave Muhammad an opportunity to amend his complaint.

Muhammad did amend his complaint, but he essentially repeated the allegations in the original complaint. The amended complaint alluded to his contractual dispute with Caliber Home Loans, Inc. over the right to possess real property, the state-court eviction proceedings, and the defendants’ alleged attempt to remove him unlawfully from his home. Muhammad later filed an emergency motion seeking to set aside the state-court judgment in his eviction proceeding.

The district court dismissed the amended complaint under the *Rooker-Feldman* doctrine for lack of subject-matter jurisdiction, entering final judgment of dismissal. The court explained that the amended complaint contained the same flaw as the original complaint: It sought to challenge the state-court judgment in his eviction proceeding. At the time the district court acted, its application of the *Rooker-Feldman* doctrine was correct under controlling circuit precedents. Under those precedents, it did not matter that Muhammad was seeking damages for alleged violations of his federal

constitutional rights in the state-court proceedings. His federal complaint alleged that the state-court's orders had violated his federal rights, and his case asked the federal court to review and reject the state court's judgments. See, e.g., *Bauer v. Koester*, 951 F.3d 863, 866 (7th Cir. 2020) (*Rooker-Feldman* doctrine barred claim for damages to remedy injuries inflicted by state-court foreclosure judgment); *Moore v. Wells Fargo Bank, N.A.*, 908 F.3d 1050, 1062 (7th Cir. 2018) (same).

On appeal, Muhammad argues that the *Rooker-Feldman* doctrine does not apply because one of his claims—that the defendants engaged in a conspiracy to remove him unlawfully from his property—is independent of the state court's judgment. But we agree with the district court that this theory does not avoid the *Rooker-Feldman* doctrine. Notably, Muhammad has not contended—either in the district court or on appeal—that he experienced any injury before or separate from the state-court judgment in his eviction proceeding. See *Exxon Mobil Corp.*, 544 U.S. at 284.

There is still a problem, however. Several months after the district court dismissal here, this court issued an en banc decision overruling in part the *Bauer/Moore* line of cases and holding that the *Rooker-Feldman* doctrine no longer applies to a plaintiff's federal claims for money damages for injuries inflicted by a state-court judgment. *Gilbank v. Wood County Dep't of Human Services*, 111 F.4th 754 (7th Cir. 2024) (en banc) (holding on damage claims set forth in Part I of opinion by Kirsch, J., joined in relevant part by Easterbrook, J.), petition for cert. filed, No. 24-470 (Oct. 28, 2024). In this case, plaintiff Muhammad asks for hundreds of millions of dollars in damages for the injuries he says were inflicted by the state court's judgments. Amended Cplt. ¶ 25. All of his other claims for relief seek to set aside the state court's judgments and thus are barred by the *Rooker-Feldman* doctrine, but under *Gilbank*, the damages claims are not barred on that basis.

The Amended Complaint, however, fails to state a claim upon which relief could be granted, so it is subject to dismissal on the merits under Federal Rule of Civil Procedure 12(b)(6). The Amended Complaint identifies the parties, and it demands various forms of declaratory relief, as well as hundreds of millions of dollars in damages. The Amended Complaint does not, however, satisfy Federal Rule of Civil Procedure 8(a)(2) by actually identifying any wrongful conduct by the defendants, other than with conclusory labels. See *Ashcroft v. Iqbal*, 556 U.S. 662, 678–79 (2009) (courts should focus on factual allegations, disregard legal conclusions, and draw on their judicial experience and common sense); *Taylor v. Salvation Army Nat'l Corp.*, 110 F.4th

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1017, 1028 (7th Cir. 2024) (affirming dismissal for failure to state claim). The Amended Complaint quite literally fails to state a claim upon which relief could be granted.

Finally, Muhammad also argues for the first time on appeal that Illinois's eviction statute, as applied to him, is unconstitutional. But he waived that argument by not raising it in the district court. See *Bradley v. Village of University Park*, 59 F.4th 887, 897 (7th Cir. 2023).

Accordingly, the judgment of the district court dismissing this action for lack of subject-matter jurisdiction is modified to dismiss plaintiff Muhammad's claims for damages for failure to state a claim for relief and, as modified, is AFFIRMED.

**UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Ali Rashad Muhammad,

Plaintiff,

v.

Loan Star Funds,

Defendant.

No. 23-cv-5060

Judge Mary M. Rowland

**ORDER**

Plaintiff, proceeding *pro se*, removed this suit to this Court. Before the Court is Plaintiff's application to proceed *in forma pauperis* ("IFP") and Plaintiff's complaint for initial review under 29 U.S.C. § 1915A. For the reasons explained herein, the IFP motion [4] is granted. Plaintiff's Complaint is dismissed without prejudice.

**STATEMENT**

The federal in forma pauperis statute allows a litigant to pursue a case in federal court without paying fees and costs provided that the litigant submits an affidavit which asserts an inability to pay, 28 U.S.C. § 1915(a)(1), and as long as the action is not frivolous or malicious, states a claim upon which relief may be granted, and does not seek monetary relief from a defendant who is immune from such relief. § 1915(e)(2)(B).

***A. IFP Application***

"To qualify for IFP status, a plaintiff must fully disclose her financial condition, and she must do so truthfully under penalty of perjury." *Effinger v. Monterrey Sec. Consultants*, 546 F. Supp. 3d 715, 717 (N.D. Ill. 2021) (citing 28 U.S.C. § 1915(a)(1)). "In order to proceed in forma pauperis, 'a plaintiff's income must be at or near the poverty level.'" *Barnes v. Reynolds*, No. 20-CV-5796, 2021 WL 4945191, at \*2 (N.D. Ill. Feb. 1, 2021) (citations omitted).

The Court has reviewed Plaintiff's IFP application. Considering Plaintiff's representation that he is not working and the minimal annual income he has, the

Return Date: No return date scheduled  
Hearing Date: 11/25/2019 2:30 PM  
Courtroom Number: N/A  
Location: District 1 Court  
Cook County, IL

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11/14/2019 8:25 PM  
DOROTHY BROWN  
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COOK COUNTY, IL  
2019CH10665

Account Number

1091071

Date

September 13, 2019

MUHAMMAD, ALI  
8011 SOUTH MICHIGAN AVE  
CHICAGO, IL 60619

7375624

Date	Category	Description	Ad Size	Total Cost
09/13/2019	Legal Notices	COPYRIGHT NOTICE	2 x 177.00 CL	

## Affidavit of Publication

I, Melissa Marshall, of lawful age, am a legal representative of the Tulsa World of Tulsa, Oklahoma, a daily newspaper of general circulation in Tulsa County, Oklahoma, a legal newspaper qualified to publish legal notices, as defined in 25 O.S. § 106 as amended, and thereafter, and complies with all other requirements of the laws of Oklahoma with reference to legal publication. That said notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the DATE(S) LISTED BELOW

08/23, 08/30, 09/06, 09/13/2019

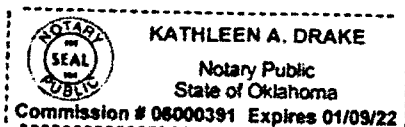
Newspaper reference: 0000571894

M. Marshall  
Legal Representative

Sworn to and subscribed before me this date:

SEP 13 2019

[Signature]  
Notary Public



My Commission expires

1-9-22

FILED DATE: 11/14/2019 8:25 PM 2019CH10665

Ad copy on back

**Copyright Notice**

Copyright Notice: All rights reserved re common-law copyright of the trade-name/trade-mark, ALI RASHAD MUHAMMADO, as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark. Common Law Copyright © 2011 by Ali Rashad Muhammad. Said common-law trade-name/trade-mark, ALI RASHAD MUHAMMADO, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Ali Rashad Muhammad as signified by the red-ink signature of Ali Rashad Muhammad, hereinafter "Secured Party." With the intent of being contractually bound, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark ALI RASHAD MUHAMMADO, nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, ALI RASHAD MUHAMMADO without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of ALI RASHAD MUHAMMADO, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. "ALI RASHAD MUHAMMADO," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. ALI RASHAD MUHAMMADO, in Hold-harmless and indemnity Agreement No. ARM-052611-HHIA dated the Third day of the Fifth Month in the Year of Our Lord Two Thousand Zero Hundred Eleven against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. **Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "User," consent and agree that any use of ALI RASHAD MUHAMMADO other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law copyrighted property, contractually binds User, renders this Copyright Notice a Security Agreement wherein User is debtor and Ali Rashad Muhammad is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's assets, land, and personal property, and all of User's interest in assets, land, and personal property, in the sum certain amount of \$1,000,000.00 each occurrence of use of the common-law-copyrighted trade-name/trade-mark, ALI RASHAD MUHAMMADO, as well as for each and every occurrence of use of any and all derivatives of, and variations in the spelling of, ALI RASHAD MUHAMMADO, plus costs, plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and Ali Rashad Muhammad is Secured Party; and wherein User pledges all of User's assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is debtor and Ali Rashad Muhammad is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) consents and agrees with Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3)" and "(4)," as well as the filing of any Security Agreement, as described above in paragraph "(3)," in the UCC filing office, as well as in any county recorder's office; (6) consents and agrees that any and all such filings described in paragraphs "(2)" and "(3)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest.

User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use: **Payment Terms:** In accordance with fees for unauthorized use of ALI RASHAD MUHAMMADO as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. **Default Terms:** In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User's property and property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sole at auction, at any time following User's default, and without further notice, any and all of User's property and interest, described above in paragraph "(2)," formerly pledged as collateral by User, now property of Se-

cured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate. **Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property and interest in property, described above in paragraph "(2)," in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default only re the remainder of User's said former property and interest in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: Ali Rashad Muhammad, Auto-graph Common Law Copyright © 2011. Unauthorized use of "Ali Rashad Muhammad" incurs some unauthorized-use fees as above associated with ALI RASHAD MUHAMMADO, as set forth above in paragraph "(1)" under Self-executing Contract/Security Agreement in Event of Unauthorized Use."

13a

FILED DATE: 9/2/2020 11:43 AM 2019CH10665

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas ALI RASHAD MUHAMMAD , of 50 W Washington St. CHGO., IL 60602 , by a bond  
(Name) (Place of Residence)  
for the performance of U.S. Government Contract Number SS# 000 000 3788  
became a surety for the complete and successful performance of said contract, and Whereas said  
surety has placed certain personal property in escrow

in Account Number CASE# 2019CH10665 on deposit  
at CIRCUIT COURT OF COOK COUNTY, ILLINOIS, CHANCERY DIVISION  
(Name of Financial Institution)

located at 50 W. WASHINGTON ST. CHICAGO IL. 60602 STE. 2803 , and  
(Address of Financial Institution)

Whereas I, MUHAMMAD, ALI RASHAD , being a duly authorized  
representative of the United States government as a warranted contracting officer, have determined  
that retention in escrow of the following property is no longer required to ensure further performance  
of the said Government contract or satisfaction of claims arising therefrom:

NATIONAL BANK ACT OF 1864 SECTION 27, 28 & 53. 28 USC 2041-2044  
Court instructions 12 USC 95a (2): Full acquittance and discharge for all purposes of the obligation...  
See Court Case No. 2019CH10665 (Attached)  
See Standard Form 28. 273, 274, 275(Attached)

and

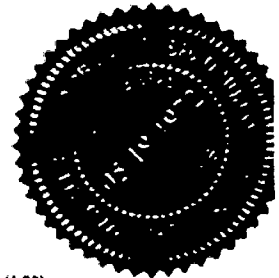
Whereas the surety remains liable to the United States Government for the continued performance of  
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the  
property listed above, and directs the custodian of the aforementioned escrow account to deliver the  
listed property to the surety. If the listed property comprises the whole of the property placed in  
escrow in the aforementioned escrow account, the Government further directs the custodian to close  
the account and to return all property therein to the surety, along with any interest accruing which  
remains after the deduction of any fees lawfully owed to

Circuit Court of Cook County, Illinois, Chancery Division  
(Name of Financial Institution)

[Date] 09/01/2020

[Signature] Muhammad, Ali  
Seal Rashad



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OPTIONAL FORM 91 (1-90)  
Prescribed by GSA-FAR (48 CFR) 53.228(a)



## RELEASE OF LIEN ON REAL PROPERTY

Whereas ALI RASHAD MUHAMMAD of 50 W Washington ST. CHGO. IL. 60602 by a bond  
(Name) (Place of Residence)

for the performance of U.S. Government Contract Number SS# 44-3788

became a surety for the complete and successful performance of said contract, which bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property

See Court Case No. 2019CH10665

See Standard Form 28, 273, 274.275(Attached)

See Optional Form 91, PERSONAL PROPERTY FROM ESCROW(Attached)

See IL. Certificate Birth Bond (Attached)

and recorded this pledge on CASE# 2019CH10665  
(Name of Land Records)

in the CIRCUIT COURT OF COOK COUNTY of ILLINOIS  
(Locality) (State)

and

Whereas, I MUHAMMAD ALI RASHAD, being a duly

authorized representative of the United States Government as a warranted contracting officer, have determined that the lien is no longer required to ensure further performance of the said Government contract or satisfaction of claims arising therefrom.

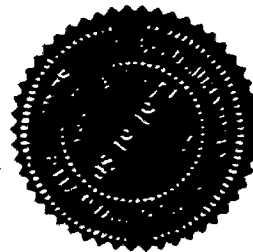
and

Whereas the surety remains liable to the United States Government for continued performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the aforementioned lien.

[Date]

[Signature] *Muhammad Ali Rashad*



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OPTIONAL FORM 90 (REV. 1-00)  
Prescribed by GSA-FAR (48 CFR) 53.222 (n)

15a

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<b>CONSENT OF SURETY</b>	1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
	CASE# 2019CH10665		03/10/2020

The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agrees) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

4. INDIVIDUAL PRINCIPAL	a. NAME OF PRINCIPAL	c. SIGNATURE	
	MUHAMMAD, ALI RASHAD		
	b. BUSINESS ADDRESS	d. TYPED NAME	
	STREET ADDRESS	ALI RASHAD MUHAMMAD	
50 W WASHINGTON ST. LEVEL 25	e. TYPED TITLE		
	CITY	PRINCIPAL / AUTHORIZED PERSON	
	STATE	f. DATE THIS CONSENT EXECUTED	
	CHICAGO	03/10/2020	
	IL		
	ZIP CODE		
	60602		
5. CORPORATE PRINCIPAL	a. NAME OF PRINCIPAL	c. PERSON EXECUTING CONSENT (Signature)	
	b. BUSINESS ADDRESS	d. TYPED NAME	(Affix Seal)
	STREET ADDRESS	e. TYPED TITLE	
	f. DATE THIS CONSENT EXECUTED		
	CITY		
	STATE		
	ZIP CODE		

#### 6. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

a. CORPORATE/INDIVIDUAL SURETY'S NAME		c. PERSON EXECUTING CONSENT (Signature)	
ALI RASHAD MUHAMMAD			
A	b. BUSINESS ADDRESS	d. TYPED NAME	(Affix Seal)
	STREET ADDRESS	MUHAMMAD, ALI RASHAD	
	55 WATER STREET	e. TYPED TITLE	
		PRINCIPAL / AUTHORIZED PERSON	
	CITY	f. DATE THIS CONSENT EXECUTED	
	NEW YORK	03/10/2020	
	NY		
	ZIP CODE		
	10041		
a. CORPORATE/INDIVIDUAL SURETY'S NAME		c. PERSON EXECUTING CONSENT (Signature)	
B	b. BUSINESS ADDRESS	d. TYPED NAME	(Affix Seal)
	STREET ADDRESS		
		e. TYPED TITLE	
		f. DATE THIS CONSENT EXECUTED	
	CITY		
	STATE		
	ZIP CODE		
a. CORPORATE/INDIVIDUAL SURETY'S NAME		c. PERSON EXECUTING CONSENT (Signature)	
C	b. BUSINESS ADDRESS	d. TYPED NAME	(Affix Seal)
	STREET ADDRESS		
		e. TYPED TITLE	
		f. DATE THIS CONSENT EXECUTED	
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**William B. Sullivan**

CRD# 7414580

**Currently employed by and registered with the following Firm(s):**

③ **J.P. MORGAN SECURITIES LLC**  
 10 S Dearborn St  
 Floor 11  
 Chicago, IL 60603  
 CRD# 79  
 Registered with this firm since: 07/31/2022

**Report Summary for this Broker**

This report summary provides an overview of the broker's professional background and conduct. Additional information can be found in the detailed report.

**Broker Qualifications****This broker is registered with:**

- 25 Self-Regulatory Organizations
- 2 U.S. states and territories

**This broker has passed:**

- 0 Principal/Supervisory Exams
- 3 General Industry/Product Exams
- 1 State Securities Law Exam

**Registration History**

**This broker was previously registered with the following securities firm(s):**

③ **PURSHE KAPLAN STERLING INVESTMENTS**  
 CRD# 35747  
 Austin, TX  
 08/2021 - 07/2022

**Disclosure Events**

All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

Are there events disclosed about this broker? **No**

## Registration and Employment History



### Registration History

The broker previously was registered with the following firms:

Registration Dates	Firm Name	CRD#	Branch Location
08/2021 - 07/2022	PURSHE KAPLAN STERLING INVESTMENTS	35747	Austin, TX

### Employment History

This section provides up to 10 years of an individual broker's employment history as reported by the individual broker on the most recently filed Form U4.

Please note that the broker is required to provide this information only while registered with FINRA or a national securities exchange and the information is not updated via Form U4 after the broker ceases to be registered. Therefore, an employment end date of "Present" may not reflect the broker's current employment status.

Employment	Employer Name	Position	Investment Related	Employer Location
07/2022 - Present	JPMorgan Chase Bank, NA	Client Service Associate	Y	Chicago, IL, United States
07/2022 - Present	JPMorgan Securities, LLC	Registered Representative	Y	Chicago, IL, United States
08/2021 - 07/2022	Purshe Kaplan Sterling Investments	Registered Rep	Y	Albany, NY, United States
07/2021 - 06/2022	49 Financial	Fellow/Associate	Y	Austin, TX, United States
06/2021 - 06/2021	Unemployed	Unemployed	N	Providence, RI, United States
08/2017 - 05/2021	Providence College	Student	N	Providence, RI, United States
06/2019 - 08/2019	Abiomed	Financial Intern	N	Danvers, MA, United States
07/2017 - 07/2017	Unemployed	Unemployed	N	North Andover, MA, United States
08/2013 - 06/2017	St Johns Prep	Student	N	Danvers, RI, United States

### Other Business Activities

This section includes information, if any, as provided by the broker regarding other business activities the broker is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious or fraternal and is recognized as tax exempt.

No information reported.

www.finra.org/brokercheck

User Guidelines

**TIMOTHY C. EVANS**

CRD# 5280208

This broker is not currently registered.

## Report Summary for this Broker

This report summary provides an overview of the broker's professional background and conduct. Additional information can be found in the detailed report.



### Broker Qualifications

This broker is not currently registered.

### Disclosure Events

All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

Are there events disclosed about this broker? **No**

### This broker has passed:

- 0 Principal/Supervisory Exams
- 3 General Industry/Product Exams
- 1 State Securities Law Exam

### Registration History

This broker was previously registered with the following securities firm(s):

- UBS SECURITIES LLC  
CRD# 7654  
NEW YORK, NY  
06/2018 - 06/2019
- WELLS FARGO SECURITIES, LLC  
CRD# 126292  
NEW YORK, NY  
08/2010 - 06/2018
- JEFFERIES & COMPANY, INC.  
CRD# 2347  
NASHVILLE, TN  
08/2008 - 08/2010

## Registration and Employment History



### Registration History

The broker previously was registered with the following firms:

Registration Dates	Firm Name	CRD#	Branch Location
<b>B</b> 06/2018 - 06/2019	UBS SECURITIES LLC	7654	NEW YORK, NY
<b>B</b> 08/2010 - 06/2018	WELLS FARGO SECURITIES, LLC	126292	NEW YORK, NY
<b>B</b> 08/2008 - 08/2010	JEFFERIES & COMPANY, INC.	2347	NASHVILLE, TN

### Employment History

This section provides up to 10 years of an individual broker's employment history as reported by the individual broker on the most recently filed Form U4.

Please note that the broker is required to provide this information only while registered with FINRA or a national securities exchange and the information is not updated via Form U4 after the broker ceases to be registered. Therefore, an employment end date of "Present" may not reflect the broker's current employment status.

Employment	Employer Name	Position	Investment Related	Employer Location
06/2018 - Present	UBS Securities LLC	Equity Research	Y	New York, NY, United States
09/2011 - 06/2018	Wells Fargo Securities	Equity Research	Y	New York, NY, United States

### Other Business Activities

This section includes information, if any, as provided by the broker regarding other business activities the broker is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious or fraternal and is recognized as tax exempt.

RENTAL PROPERTY, OWNER IN FAMILY/CLOSELY HELD BUSINESS, ZERO HOURS DEVOTED DURING TRADING HOURS, START DATE 11/2013

## **APPENDIX B**

FILED  
8/17/2022 11:08 AM  
IRIS Y. MARTINEZ  
Circuit Clerk  
60  
COOK COUNTY, IL  
2019CH10665  
Calendar, 60  
19120378

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

Caliber Home Loans, Inc

PLAINTIFF

Vs.

Ali R. Muhammad; United States of America; Unknown  
Owners and Nonrecord Claimants

DEFENDANTS

No. 2019CH10665

8011 S Michigan Ave  
Chicago, IL 60619

**MOTION FOR ORDER APPROVING  
REPORT OF SALE AND DISTRIBUTION**

NOW COMES THE PLAINTIFF, Caliber Home Loans, Inc, by and through its attorneys, Codilis & Associates, P.C., and moves this Honorable Court for the entry of an Order Approving the Report of Sale and Distribution , and in support thereof states as follows:

1. This Court entered a Judgment of Foreclosure and Sale on 05/02/2022.
2. Pursuant thereto, a sale was scheduled for 08/04/2022.

That 735 ILCS 5/15-1508 requires that a Report of Sale and Distribution be submitted to the Court for review and approval.

3. The real property that is the subject matter of this proceeding is a Single Family Home.
4. The real property was last inspected by movant, its insurers, investors, or agent on 06/27/2022.
5. A copy of the Selling Officer's Report of Sale and Distribution is presented with this motion for the Court's review.
6. Municipality or County may contact the below with concerns about the real property  
Name: C/O SPOC Department  
Address: 3701 Regent Blvd  
Irving, TX 75063  
REO@CaliberHomeLoans.com,  
Phone Number:(800) 401-6587
7. Auction.com, LLC. was used to market the property for sale.



WHEREFORE, the Plaintiff requests that this Court enter an Order Approving the Report of Sale and Distribution and enter an order of possession in favor of the successful bidder, insurers, investors, and agents of the plaintiff, and against Ali R. Muhammad; United States of America.

Codilis & Associates, P.C.

BY: /s/ Matthew Naglewski ARDC# 6322722

Codilis & Associates, P.C.  
15W030 North Frontage Road, Suite 100  
Burr Ridge, IL 60527  
(630) 794-5300  
pleadings@il.cslegal.com  
Cook #21762  
14-19-08322

**NOTE: This law firm is a debt collector.**

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

CALIBER HOME LOANS, INC

Plaintiff,

-v.-

ALI R. MUHAMMAD, UNITED STATES OF  
AMERICA

Defendants

FILED  
8/17/2022 11:08 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH10665  
Calendar, 60  
19120378

2019 CH 10665  
8011 S MICHIGAN AVE  
CHICAGO, IL 60619

Calendar #60 Judge SULLIVAN

REPORT OF SALE AND DISTRIBUTION

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above, do hereby report that:

That pursuant to a Judgment of Foreclosure and Sale entered herein, the plaintiff advertised the following described real estate to be sold at public sale to the highest bidder for cash on **August 4, 2022 at 10:30 AM and continued to August 4, 2022 at 2:30 PM**, at The Judicial Sales Corporation, One South Wacker, 1st Floor Suite 35R, Chicago, IL, 60606, as set forth in the certificate of publication attached hereto and made a part hereof;

That the property was offered for sale at a public sale to the highest bidder on the terms specified in said advertisement;

That CALIBER HOME LOANS, INC (the plaintiff herein) offered and bid therefor the sum of ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$117,250.00) and that being the highest and best bid, an agent of The Judicial Sales Corporation accordingly struck off and sold to said bidder the following described real estate:

**LOT FORTY-THREE (EXCEPT THE SOUTH SIXTEEN AND TWO THIRDS FEET THEREOF) AND ALL OF LOT FORTY-FOUR IN WOLFF'S SUBDIVISION OF BLOCK NINE IN WEBSTER'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP THIRTY-EIGHT NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN.**

Commonly known as 8011 S MICHIGAN AVE, CHICAGO, IL 60619

Property Index No. 20-34-108-005-0000

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above, do hereby further report:

That The Judicial Sales Corporation has executed and delivered to said successful bidder, any insurers, investors, successors, assignees, and agents of the Plaintiff to said bidder its Receipt(s) of Sale, copies of

Report of Sale and Distribution

which are attached hereto, along with a copy of the Certificate of Sale (if any) delivered to said bidder.

That upon confirmation of this sale, The Judicial Sales Corporation will execute and deliver to said successful bidder, any insurers, investors, successors, assignees, and agents of the Plaintiff a Deed to said bidder in accordance with said judgment and law.

That the proceeds of said sale will, upon confirmation of the sale, be disbursed as follows:

To the plaintiff:

1. The amount due under judgment	\$190,268.39
2. Interest thereon (excluding attorney's fees) from date of judgment (5/2/2022) to date of sale (8/4/2022) at 9.00% per annum	\$4,323.57
3. Publication costs	\$575.00
4. Post judgment advances not included in judgment	
Additional Attorney/Paralegal fees	\$1,240.00
Mailing Costs	\$34.32
Taxes / Insurance	\$391.40
Property Preservation / Maintenance	\$2,554.50
Total Advances	\$4,220.22
Subtotal	\$199,387.18
To the selling officer, as commission	\$400.00
Total Amount Due to Plaintiff	\$199,787.18
Successful Bid Amount	\$117,250.00
Surplus or (Deficiency)	(\$82,537.18)

Respectfully submitted,  
The Judicial Sales Corporation

Attorney File No.: 14-19-08322  
Email: pleadings@il.cslegal.com

/s/Wendy Morales  
Electronically signed on 08/04/2022

THE JUDICIAL SALES CORPORATION One South Wacker Drive, Chicago, IL 60606-4650 (312) 236-SALE

NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that Plaintiff's attorney is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Commonly known as 8011 S MICHIGAN AVE, CHICAGO, IL 60619

Property Index No. 20-34-108-005-0000

The Judicial Sales Corporation has this day received a credit bid as full payment from said bidder in the amount of \$117,250.00.

Attorney File No.: 14-19-08322  
Email: pleadings@il.cslegal.com  
Attorney Code # 21762

The Judicial Sales Corporation

/s/Wendy Morales  
Electronically signed on 08/04/2022

Case Number: 2019 CH 10665

THE JUDICIAL SALES CORPORATION One South Wacker Drive • Chicago, IL 60606-4650  
(312) 236-SALE

NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that Plaintiff's attorney is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

FILED  
8/17/2022 11:08 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH10665  
Calendar, 60  
19120378

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

CALIBER HOME LOANS, INC

Plaintiff,

-v.-

ALI R. MUHAMMAD, UNITED STATES  
OF AMERICA

Defendants

2019 CH 10665  
8011 S MICHIGAN AVE  
CHICAGO, IL 60619

Calendar #60 Judge SULLIVAN

CERTIFICATE OF SALE

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above, do hereby certify, that pursuant to a Judgment of Foreclosure entered herein, the plaintiff duly advertised in compliance with 735 ILCS 5/15-1507(c), the following described real estate to be sold at public sale to the highest bidder for cash on August 4, 2022 at 10:30 AM and continued to August 4, 2022 at 2:30 PM, at The Judicial Sales Corporation, One South Wacker, 1st Floor Suite 35R, Chicago, IL 60606.

That the property was offered for sale at a public sale to the highest bidder on the terms specified in said advertisement;

Whereupon, CALIBER HOME LOANS, INC (the plaintiff herein) offered and bid therefor the sum of ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$117,250.00) and that being the highest and best bid, an agent of The Judicial Sales Corporation accordingly struck off and sold to said bidder the following described real estate:

LOT FORTY-THREE (EXCEPT THE SOUTH SIXTEEN AND TWO THIRDS FEET THEREOF) AND ALL OF LOT FORTY-FOUR IN WOLFF'S SUBDIVISION OF BLOCK

Certificate of Sale

NINE IN WEBSTER'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP THIRTY-EIGHT NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN.

Commonly known as 8011 S MICHIGAN AVE, CHICAGO, IL 60619

Property Index No. 20-34-108-005-0000

This Certificate of Sale is issued subject to confirmation of sale at which time the holder of this Certificate of Sale will be entitled to a deed.

Witness my hand and seal on this 4th day of August, 2022.

Attorney File No.: 14-19-08322  
Email: pleadings@il.cslegal.com  
Attorney Code # 21762

The Judicial Sales Corporation

/s/Wendy Morales -  
Electronically signed on 08/04/2022

THE JUDICIAL SALES CORPORATION One South Wacker Drive, 24th Floor, Chicago, IL 60606-4650 (312) 236-SALE

NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that Plaintiff's attorney is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.