

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

KATHERINE L BREEN,  
Petitioner,

and

BRIAN GLICKLICH,  
Respondent.

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No. 23 OP 79607

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**EMERGENCY MOTION TO VACATE EX PARTE EMERGENCY STALKING  
NO CONTACT ORDER**

Respondent, Brian Glicklich, by his attorneys, Monico & Spevack, request that this Court vacate the Emergency Stalking No Contact Order entered on November 2, 2003, pursuant to Section 120 of the Illinois Stalking No Contact Order Act, 740 ILCS 21/120. In support Respondent states as follows:

1. On November 2, 2023, Katherine Breen obtained an ex parte emergency stalking no contact order (Order) against Brian which included as a protected party Breen’s mother, Kimberly Green.
2. Under Section 120 of the Illinois Stalking No Contact Order Act, “upon two days’ notice to the petitioner, or such shorter notice as the court may prescribe, a respondent subject to an emergency stalking or no contact order issued under this Act may appear and petition the court to rehear the original or amended petition.”
3. Brian has a meritorious defense against the issuance of the Order, and remedies contained therein, including the Order’s prohibition against Brian holding a valid FOID card and his lawful possession or purchase of firearms.

4. Breen's verified petition upon which the Order is based contains numerous false statements, factual misrepresentations, and omissions of key facts.
5. Breen mischaracterizes the nature of her relationship with Brian as solely one of employer and employee. Breen omitted that she had a mutually romantic relationship with Brian and that they were deeply involved in each other's personal lives and families. They regularly spent time together outside of work, going to dinners, concerts, and other non-work events. In July 2022, Breen cared for Brian after a serious surgery and his teenage daughter while he was critically ill on a ventilator. Still, the relationship had its difficulties and was often tumultuous. Throughout it all, Brian and Breen exchanged hundreds of mutual affirmations of affection for each other, up to the week of October 8<sup>th</sup>, 2023.
6. The last time Breen and Brian saw each other in person was on June 6, 2023, and they have resided in separate states since then. Brian has made no attempt to visit Breen in Illinois, nor has he expressed any intention to do so.
7. The last time Breen completed any work for Brian's company was in March 2023. However, this did not end their relationship and they continued to communicate and see each other. Given their close relationship and Breen's mental health issues, Brian allowed Breen to remain on the company's payroll and kept her job open until September 2023, when she decided to quit working for the company.

8. Despite quitting, Breen contacted Brian in early October 2023, seeking additional financial help, to which he agreed. On or around October 8<sup>th</sup>, Breen again professed her love for Brian, after he paid about \$15,000 of her personal bills, including rent, health insurance, credit card and medical expenses.
9. Notably, despite Breen's claims that she asked Brian to stop contacting her, she repeatedly contacted Brian from July-October 2023, asking for financial help and other assistance from him.
10. Brian specifically disputes Breen's general statements in support of what she called the "July Incident." There was no July incident. During June and July 2023, Breen repeatedly lashed out in anger against Brian after he refused to allow Breen to keep a car, she used for work that he paid for and was titled in his name. After Breen threatened to quit work (even though she had not done any billing since March 2023), Brian offered her a financial settlement in exchange for her returning the car in good condition. In the alternative, he offered to keep her on the payroll so that she could continue to have health insurance, as a termination of her insurance could interrupt her treatment. Breen told Brian not to contact her again. Despite this, she continued to contact Brian, seeking money for personal expenses, assistance settling an issue with another person she believed threatened her, and help settling financially with a clinic she believed interfered with her mental health treatment, as well as dozens of other communications. Brian helped her

resolve these issues and gave her over \$100,000 in financial support at her request after she stopped working until late October 2023, when all support stopped.

11. Given Breen's repeated and unsolicited contact with Brian after she told him to stop contacting her in July, and the assistance she sought from Brian and readily accepted from him, her claim that she felt threatened by him is disingenuous.
12. Breen also claims that the "physical advances" did not stop as part of the July incident, but this too is false because Brian and Breen have not seen each other in person since June 6, 2023. Further, Brian denies ever making any physical advance against Breen at any time.
13. Breen's claim that Brian made threats against her job is also undermined by the fact that Breen, despite not doing any work since March 2023, remained on payroll through September 2023, contacting Brian on and off at her whim, including as late as October 2023, when she again asked him to help her pay medical, rent, and other personal expenses.
14. Similarly, the "October Incident," contains gross misstatements and omits material facts. While it is true that Brian logged into Breen's accounts in October 2023, this was only after she gave him the passwords so that he could pay her health insurance premiums (which he helped her obtain), credit card bills, and other personal expenses as discussed above.

15. Much of the other conduct Breen complains about involves Brian having conversations with Breen's mother and acquaintances. Brian had independent relationships with many of these people, especially Breen's mother. They spoke often about Breen's wellbeing and often contacted each other when Breen would disappear or "ghost" them for long periods of time because they were worried about her. Brian never threatened Breen's mother or anybody else. While Breen may not have liked what Brian talked about with these people, nothing he said would have made a "reasonable person" fear for his or her safety. Stalking does not include an exercise of the right to lawful free speech, nor should the Act be used to chill such speech.
16. Brian was also within his rights to create the website. The website did not include any contact information or threats. It did not encourage or incite others to harm Breen and only expressed facts and Brian's personal opinions. Breen could have sought action in the civil court if she believed she was defamed, instead of misusing the Act. In any event, Brian complied with the ex parte Order and removed the website and intends to never speak to Breen, or her mother, again.
17. It was only after Brian said he would not pay any more of her personal expenses in late October 2023, that Breen filed this petition.
18. The Act should not be used to address relationship issues or to retaliate against Brian for ceasing to pay Breen's personal debts.

19. Breen's repeated contact with Brian during the "incident" periods, the lack of any threats made by Brian, the lack of physical contact between Brian and Breen since June 2023, and Breen's financial motive for seeking the Order (which is underscored by Breen's unsuccessful attempt to receive over \$200,000 in relief in her petition) does not support relief on an emergency, or any other basis.

20. Breen's misuse of the Act and the Order based upon Breen's material misrepresentations, also violates Brian's Second Amendment right to lawfully possess a FOID card and weapons in his home.

21. Even taking the petition as true, which the Court should not, there is no basis in the petition to prohibit Brian from having a lawfully obtained Nevada FOID card and weapons in his Nevada home. Breen filed this action in Illinois, where she resides. Brian lives in Nevada. They have not been in physical contact since June 6, 2023.

22. Brian affirmatively states that he has never threatened physical harm or made any communications to Breen (or her mother) that could have been construed by a reasonable person as an imminent threat to safety justifying a deprivation of Brian's constitutional rights.

Wherefore, Brian Glicklich, requests the following relief:

- A. Vacating the ex parte emergency order entered on November 2, 2023.
- B. Award attorney's fees and costs to respondent for having to defend against the meritless claim for a no contact stalking order; and

C. For such other relief as this Court deems appropriate.

DATED: November 13, 2023

Respectfully submitted,

/s/Jacqueline S. Jacobson

Jacqueline S. Jacobson, #6204465  
Monico & Spevack  
53 West Jackson, Suite 1315  
Chicago, Illinois 60604  
312-782-8500  
jjacobson@monicolaw.com

*Attorneys for Brian Glicklich*

**CERTIFICATE OF SERVICE**

I hereby certify that on November 13, 2023, I electronically filed the foregoing with the Clerk of the Court using the electronic filing system, which will send a notification of such filing to all counsel of record who have made a formal appearance.

DATED: November 13, 2023

/s/ Jacqueline S. Jacobson