

2018 IL App (1st) 171581-U

No. 1-17-1581

Order filed January 25, 2018

Fourth Division

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

I SHAR, L.P., A DELAWARE LIMITED
PARTNERSHIP,

Plaintiff-Appellee

v.

NOIL PETROLEUM CORPORATION,
an ILLINOIS CORPORATION, and
MORRELL S. NEELY

Defendant-Appellant.

)
) Appeal from the
) Circuit Court of
) Cook County
)
) No. 2016 CH 004695
)
)
) Honorable
) Celia Gamrath,
) Judge Presiding.
)

PRESIDING JUSTICE BURKE delivered the judgment of the court.
Justices McBride and Gordon concurred in the judgment.

ORDER

¶ 1 *Held:* We have jurisdiction to consider this appeal, and we affirm the circuit court's judgment where it did not abuse its discretion in denying defendants' motion to dissolve the TRO.

¶ 2 On July 9, 2015, plaintiff I SHAR, L.P., and defendant NOIL Petroleum Corporation (NOIL) entered into an industrial lease for the premises located at 611-613 North Union Avenue in Chicago, Illinois (Leased Premises). Defendant Morrell S. Neely is the owner of NOIL

(collectively with NOIL, “defendants”). The lease agreement provided, in part, that plaintiff, as Landlord, would construct certain improvements on the Leased Premises prior to the commencement of the lease and defendants’ occupation of the premises (Landlord’s Work). During plaintiff’s performance of Landlord’s Work, plaintiff discovered that defendants had placed locks and alarm systems on the Leased Premises, interfering with plaintiff’s agents’ access to the Leased Premises and the agents’ ability to perform Landlord’s Work. Following a dispute between the parties regarding the removal of the locks and plaintiff’s performance of Landlord’s Work, plaintiff served a notice of default of the lease on defendants. Plaintiff then filed a verified complaint in the circuit court of Cook County for declaratory, injunctive and other relief. Plaintiff later filed an Emergency Motion for a Temporary Restraining Order (TRO).

¶ 3 On April 6, 2016, an agreed TRO was entered into between the parties, enjoining defendants from interfering with plaintiff’s access to the Leased Premises and Landlord’s Work. At the next status hearing, the TRO was continued until “further order of the Court.” Nearly a year later, defendants filed a motion to dissolve the TRO. The circuit court denied defendants’ motion to dissolve the TRO on May 24, 2017. On June 21, 2016, defendants filed their notice of interlocutory appeal in the circuit court.

¶ 4 On appeal, plaintiff contends that we lack jurisdiction to consider the merits of defendants’ appeal because they failed to comply with Supreme Court Rule 307(d) (eff. Jan. 1, 2016)), and file their appeal within two days of the circuit court’s order denying their motion to dissolve the TRO. Defendants contend that this court does have jurisdiction to consider their appeal because the TRO was, in effect, a preliminary injunction subject to the filing requirements of Rule 307(a). Ill. S. Ct. R. 307(a) (eff. Jan. 1, 2016) (providing the appellant 30 days to file a notice of interlocutory appeal from the circuit court’s order). Defendants further contend that the

circuit court abused its discretion in denying their motion to dissolve the TRO where the TRO continued for an indefinite period, and was based on plaintiff's false representations. For the reasons that follow, we find that we have jurisdiction to consider this appeal, and that the circuit court did not abuse its discretion in denying defendants' motion to dissolve the TRO.

¶ 5

I. BACKGROUND

¶ 6 On July 9, 2015, plaintiff and defendants entered into an industrial lease for the Leased Premises. As part of the lease agreement, the parties agreed that plaintiff, as landlord, would perform Landlord's Work before the commencement of the lease and defendants' occupancy. A dispute arose between the parties concerning the timeliness, performance, and completion of the Landlord's Work. A further dispute arose concerning defendant Neely's unauthorized entry onto the Leased Premises, and his replacement of the locks and security system to prevent access by plaintiff's agents.

¶ 7 On April 1, 2016, plaintiff served defendants with a notice of default under the lease. Plaintiff contended that defendants' unauthorized entry onto the premises and placement of locks on the doors without plaintiff's consent constituted a default of the lease. Plaintiff therefore demanded that defendants surrender possession of the premises.

¶ 8 On April 4, 2016, plaintiff filed its verified complaint for declaratory, injunctive, and other relief. In its complaint, plaintiff contended that it had been unable to achieve substantial completion of the Landlord's Work due to defendant Neely's interference. Plaintiff asserted that after defendants prevented Plaintiff's contractor from entering the Leased Premises to perform Landlord's Work, plaintiff served defendants with a notice to cease and desist. After receiving no response, plaintiff served defendants with a notice of default of the lease.

¶ 9 Plaintiff sought a declaratory judgment and injunctive relief allowing it to enter premises, remove the locks and security systems installed by defendants, and permitting it to complete Landlord's Work. Plaintiff also sought a declaratory judgment declaring that defendants did not have a right to occupy the premises under the terms of the lease given their breach. Plaintiff further asserted a claim for unjust enrichment against Neely.

¶ 10 On April 6, 2016, the court entered an agreed TRO preventing defendants from interfering with plaintiff's access to the Leased Premises. The TRO provided that defendants were enjoined from maintaining any locks or alarm systems on the premises, and were enjoined from "employing any means to undertake performance of Landlord's Work" on the premises. The TRO further provided that defendants were enjoined from being present on the premises during the performance of Landlord's Work, and were prevented from interfering with plaintiff's "exclusive right of full control over performance of Landlord's Work on the Leased Premises." The case was continued for status until May 10, 2016. On May 10, 2016, the court granted plaintiff leave to file an amended complaint, and continued the TRO "until further order of court."

¶ 11 On June 1, 2016, plaintiff filed its amended complaint in which it removed any claims for injunctive relief. Rather, plaintiff's amended complaint substantially focused on its termination of the lease agreement. Plaintiff contended that it rightfully terminated the lease following defendants' violation of the lease terms, and had timely served defendants with notice that it was terminating the lease.

¶ 12 On April 7, 2017, defendants filed a motion to dissolve the TRO. Defendants contended that the TRO was "designed to give Plaintiff access to the premises for the purpose of completing Landlord's Work on the premises that is required under the lease." (Internal

quotation marks omitted.) Defendants asserted that despite plaintiff's contentions to the contrary, defendants believed the lease was not terminated, and that plaintiff's complaint was essentially seeking a declaratory judgment as to whether the lease had been terminated. Defendants also noted that plaintiff had acknowledged that Landlord's Work had not been completed.

¶ 13 Defendants contended that it was clear that plaintiff had not engaged in any Landlord's Work since the entry of the TRO. Defendants further asserted that the purpose of a TRO is to preserve the "status quo," which in this case was plaintiff performing Landlord's Work under the terms of the lease. Defendants asserted that there was, therefore, no basis to continue the TRO where the plaintiff's purported basis for requesting the TRO, so that it could complete Landlord's Work, was dishonest.

¶ 14 On May 24, 2017, the circuit court denied defendants' motion to dissolve the TRO. On June 21, 2017, defendants filed their notice of appeal in the circuit court pursuant to Supreme Court Rule 307(a) (eff. Jan. 1, 2016)).

¶ 15

II. ANALYSIS

¶ 16 On appeal, defendants contend that the TRO should be dissolved where it has been in place for more than 15 months without a hearing being held to determine whether the court should grant a preliminary injunction. Defendants also contend that the TRO should be dissolved because it was agreed to based on plaintiff's false representations where the plaintiff did not continue doing Landlord's Work after the entry of the TRO.

¶ 17

A. Jurisdiction

¶ 18 We first must address whether we have jurisdiction to consider the instant appeal. Plaintiff contends that this court lacks jurisdiction because defendants appealed from an order of the court refusing to dissolve or modify a temporary restraining order, which is subject to the

timing requirements of Rule 307(d), which requires an appeal to be filed within two days of the circuit court's order. Ill. S. Ct. R. 307(d) (eff. Jan. 1, 2016). Plaintiff asserts that defendants' notice of appeal, filed more than two days after the circuit court's order, was, therefore, filed too late. Defendants contend, however, that where, as here, a TRO was granted with notice to the other party, after hearing, and continues for an indefinite period of time, the TRO should be treated as a preliminary injunction, subject to the timing rules of Rule 307(a), which allows a party 30 days to file its notice of interlocutory appeal. Ill. S. Ct. R. 307(a) (eff. Jan. 1, 2016)

¶ 19

1. *Supreme Court Rule 307*

¶ 20 Supreme Court Rule 307 provides for the filing of interlocutory appeals as of right. Under Rule 307(a), a party may file a notice of appeal from an interlocutory order of the court "granting, modifying, refusing, dissolving, or refusing to dissolve or modify an injunction." Ill. S. Ct. R. 307(a)(1) (eff. Jan. 1, 2016). The rule further provides that "[e]xcept as provided in paragraphs (b) and (d), the appeal must be perfected within 30 days from entry of the interlocutory order." Ill. S. Ct. R. 307(a) (eff. Jan. 1, 2016). The rule also requires the party seeking review to file a record pursuant to Rule 328 within the same 30-day period "unless the time for filing the Rule 328 supporting record is extended by the Appellate Court or any judge thereof." Ill. S. Ct. R. 307(a) (eff. Jan. 1, 2016).

¶ 21 Rule 307(d) provides for the timing requirements and other provisions for a party seeking review of an order "granting or den[ying] [] a temporary restraining order or an order modifying, dissolving, or refusing to dissolve or modify a temporary restraining order." Ill. S. Ct. R. 307(d)(1) (eff. Jan. 1, 2016). The rule mandates that the party seeking review shall file a petition in the Appellate Court within two days of the entry or denial of the order from which review is being sought. Ill. S. Ct. R. 307(d)(1) (eff. Jan. 1, 2016). The rule further provides that the petition

must be accompanied by a supporting record and there will be no replies or extensions of time permitted. Ill. S. Ct. R. 307(d)(1), (3).

¶ 22

2. Rule 307(a) Applies to the Instant Appeal

¶ 23 Plaintiff contends that where defendants did not file their notice of appeal within two days of the circuit court's order denying their motion to dissolve the TRO as proscribed by Rule 307(d), we lack the jurisdiction to consider this appeal. In response, defendants rely on determinations of this court where we held that "[a] temporary restraining order issued with notice can be equivalent to a preliminary injunction when it is of unlimited duration." *Friedman v. Thorson*, 303 Ill. App. 3d 131, 137 (1999) (citing *Stanton v. City of Chicago*, 177 Ill. App. 3d 519, 523 (1988); see also *County of Boone v. Plote Construction, Inc.*, 2017 IL App (2d) 160184, ¶ 28 ("where a TRO is issued after both notice *and* a hearing, *** the TRO is the functional equivalent of a preliminary injunction.") (citing *Mister v. A.R.K. Partnership*, 197 Ill. App. 3d 105, 110 (1990)) ("Where *** the defendant is afforded notice and a hearing, there is no practical difference in results between a temporary restraining order and a preliminary injunction"). Defendants contend that as this was an agreed TRO, we can assume there was both notice and a hearing¹. As such, defendants assert that the TRO was the functional equivalent of a preliminary injunction and thus subject to the 30-day time limitation of Rule 307(a), rather than the 2-day time limitation of Rule 307(d). We agree with defendants that the TRO at issue here, issued with notice and after a hearing, and continued for an indefinite duration, was the functional equivalent of a preliminary injunction.

¹ We observe that there is no hearing evidenced in the record on the TRO. Defendants contend, however, that it is appropriate in this case to deem the TRO as having been granted with a hearing "given that it was agreed to and presumably it was inferentially seen as appropriate by all parties." Plaintiff does not dispute this contention and we find no basis to hold otherwise.

¶ 24 Nonetheless, as plaintiff correctly points out, none of these cases directly address the question before us, *i.e.*, whether a TRO treated as the functional equivalent of a preliminary injunction is subject to the timing requirements of Rule 307(a) or Rule 307(d) for purposes of an interlocutory appeal. In fact, our research has revealed no such Illinois holding that has addressed this issue. Accordingly, in order to resolve this issue, we must look to the purpose of a TRO and the supreme court’s intention in imposing the shorter time frame for appeals in Rule 307(d).

¶ 25 A TRO is a “quick, short-term process that is intended to maintain the status quo.” *Harper v. Missouri Pacific R.R. Co.*, 264 Ill. App. 3d 238, 243 (1994). “[T]he supreme court’s intention in imposing the shorter time frame for appeals from the granting or denial of temporary restraining orders was to provide an expedited appeal process due to the nature of the temporary restraining order, an emergency remedy granted on a summary showing by the movant [citation].” *Friedman*, 303 Ill. App. 3d at 135-36. “Providing for an expedited appeal from the entry or denial of a temporary restraining order promotes the interests of justice by allowing the parties to more quickly reach the preliminary injunction hearing stage[,] where the court will better be able to determine the right of the moving party to the injunctive relief requested.” *Id.* at 136.

¶ 26 Thus, the tight deadlines imposed by Rule 307(d) are necessary in order to provide meaningful review of TROs which are inherently brief due to expiration by the TRO’s own terms, cessation by law, or supersedence by an order entered in the proceeding for a preliminary injunction. *Harper*, 264 Ill. App. 3d at 243. However, where a TRO is continued indefinitely, and, as outlined above, becomes the functional equivalent of a preliminary injunction, the same strict timing requirements are not present. As this court explained in *County of Boone*, under section 11-101 of the Illinois Code of Civil Procedure (735 ILCS 5/11-101 (West 2014)), where

a TRO is entered without notice, it is limited to a 10-day period. *County of Boone*, 2017 IL App (2d) 160184, ¶ 27. On the other hand, where a TRO is entered with notice, but without a hearing, the section 11-101 10-day rule does not apply, provided a hearing is held within a “short time” after the expiration of the 10-day period. *Id.* (citing *Kable Printing Co. v. Mount Morris Bookbinders Union Local 65-B*, 63 Ill. 2d 514, 521 (1976); *Jurco v. Stuart*, 110 Ill. App. 3d 405, 409 (1982)). Under this framework, the two-day limitation period of Rule 307(d) makes sense so that the appellate court can conduct a meaningful review of the TRO before the issue becomes moot and the TRO expires by its own terms, ceases to exist by operation of law, or is superseded by an order entered in the proceeding for a preliminary injunction.

¶ 27 As the court in *County on Boone* observed, however, “[t]he situation is altogether different [] where a TRO is issued after both notice *and* a hearing. In that case, the TRO is the functional equivalent of a preliminary injunction.” *County of Boone*, 2017 IL App (2d) 160184, ¶ 28. In contrast to a TRO, “[a] preliminary injunction *** is not necessarily of extremely brief duration since its primary purpose is to provide relief to an injured party and maintain the status quo until a trial on the merits.’ ” *New York Life Insurance Co. v. Sogol*, 311 Ill. App. 3d 156, 159 (1999) (quoting *Bullard v. Bullard*, 66 Ill. App. 3d 132, 135 (1978)). “Thus, another hallmark of a preliminary injunction besides notice and a hearing is the lack of a definite duration for the injunctive relief.” *County of Boone*, 2017 IL App (2d) 160184, ¶ 28. In such a case, the short timing requirements of Rule 307(d) serve no purpose where it is not necessary to provide an expedited appeal process. A more logical approach in situations such as the one before us would be to apply the timing limitations of Rule 307(a), applicable to preliminary injunctions.

¶ 28 Here, the circuit court denied defendants’ motion to dissolve the TRO on May 24, 2017, and defendants filed their notice of appeal in the circuit court on June 21, 2017, within the 30-

day time limitation of Rule 307(a). Plaintiff contends we nonetheless lack jurisdiction even if Rule 307(a) applies because defendants did not file their notice of appeal in the appellate court until June 27, 2017, after the expiration of the 30-day limitation period. Rule 307(a), however, does not require that notice of appeal be filed with the appellate court within 30 days of the entry of the trial court's judgment, but provides that the party seeking review must file a notice of interlocutory appeal "conforming substantially to the notice of appeal in other cases." Ill. S. Ct. R. 307(a) (eff. Jan. 1, 2016). Rule 303, which outlines the procedures for appeals from final judgments of the circuit court in civil cases provides that "[t]he notice of appeal must be filed with the clerk of the *circuit court* within 30 days of the entry of the final judgment appealed from ***," (emphasis added) and does not provide a similar time limitation for filing notice in the appellate court. Ill. S. Ct. R. 303(a)(1) (eff. Jan 1, 2015). Accordingly, we do not find plaintiff's arguments persuasive.

¶ 29 We further note that although, as plaintiff points out, defendants failed to file their Rule 328 supporting record within the 30-day period of Rule 307(a), the rule provides that the filing period can be extended by the appellate court. Ill. S. Ct. R. 307(a) (eff. Jan. 1, 2016). Here, the procedural posture of this case shows that this court previously granted defendants an extension of time to file the supporting record on appeal. Accordingly, we find that Rule 307(a) applies to the timing of this appeal, that defendants complied with Rule 307(a), and we, therefore, have jurisdiction to consider this appeal.

¶ 30 Finally, we note that plaintiff's motion objecting to defendants' reply brief was taken with the case. On October 4, 2017, plaintiff filed a motion contending that we should not consider defendants' reply because Rule 307(d) does not permit the filing of response briefs. As

discussed, however, we find Rule 307(a) applies to this appeal, which does permit the filing of reply briefs. Accordingly, plaintiff's motion, taken with the case, is denied.

¶ 31 B. Defendants' Motion to Dissolve the TRO

¶ 32 Because we find that we have jurisdiction to consider this appeal, we may address the substance of defendants' contentions. Defendants contend that the court abused its discretion in denying their motion to dissolve the TRO where the TRO has continued indefinitely without a preliminary injunction hearing. Defendants also contend that the circuit court abused its discretion in denying their motion because the TRO was agreed to based on plaintiff's false representations where defendants believed that plaintiff would continue Landlord's Work after the imposition of the TRO.

¶ 33 1. *Standard of Review*

¶ 34 Where an interlocutory appeal is brought pursuant to Rule 307(a), the controverted facts or the merits of the case are not decided. *Woods v. Patterson Law Firm, P.C.*, 381 Ill. App. 3d 989, 993 (2008) (citing *Bishop v. We Care Hair Development Corp.*, 316 Ill. App. 3d 1182, 1189 (2000)). "The only question in such an appeal is whether there was a sufficient showing to affirm the order of the trial court granting or denying the relief requested." *Id.* As such, the standard of review is generally whether the trial court abused its discretion in granting or denying the relief requested. *Id.* We will find an abuse of discretion where the record shows that "the circuit court acted arbitrarily without the employment of conscientious judgment or, in view of all the circumstances, exceeded the bounds of reason and ignored recognized principles of law so that substantial prejudice resulted." (Internal quotation marks omitted.) *Zurich Insurance Co v. Raymark Industries, Inc.*, 213 Ill. App. 3d 591, 594-95 (1991).

¶ 35

2. *The TRO's Indefinite Duration*

¶ 36 Defendants first contend that the TRO should be dissolved because it has been in place for nearly a year-and-a-half without a preliminary injunction hearing. Defendants assert that the statute does not permit a TRO to continue for an unlimited duration. Defendants maintain that where plaintiff failed to proceed with an application for a preliminary injunction and defendants did not agree to the indefinite duration of the TRO, the court should have dissolved the TRO.

¶ 37 We initially observe that in contending that this court had jurisdiction to consider this appeal, defendants contended that the TRO in this case was the functional equivalent of a preliminary injunction where it was granted with notice, after a hearing, and had continued for an indefinite duration. Defendants now seem to take the opposite position, and contend that the TRO was only a TRO and that it was plaintiff's burden to schedule a hearing with the court to determine whether a preliminary injunction should be entered. Defendants cannot have it both ways.

¶ 38 As discussed, *supra*, the TRO in this case was issued after both notice and a hearing², and, therefore, is the functional equivalent of a preliminary injunction. *County of Boone*, 2017 IL App (2d) 160184, ¶ 28. TROs and preliminary injunctions require the same elements of proof, but have different purposes and different durational limits. *Id.* While a TRO is generally entered for a brief duration for the purpose of maintaining the status quo until the court can conduct a hearing to determine whether it should grant a preliminary injunction (*American Federation of State, County & Municipal Employees v. Ryan*, 332 Ill. App. 3d 965, 966 (2002)), a preliminary injunction, by contrast, "is not necessarily of extremely brief duration since its primary purpose

² As noted above, although there is no hearing evidenced in the record, defendants contend that it is appropriate in this case to deem the TRO as having been granted with a hearing "given that it was agreed to and presumably it was inferentially seen as appropriate by all parties."

is to provide relief to an injured party and maintain the status quo until a trial on the merits” (*Sogol*, 311 Ill. App. 3d at 159). A “hallmark of a preliminary injunction besides notice and a hearing is the lack of a definite duration for the injunctive relief.” *County of Boone*, 2017 IL App (2d) 160184, ¶ 28. The injunctive order at issue here thus has all the hallmarks of a preliminary injunction where it was issued with notice, after a hearing, and lacks a definite duration.

¶ 39 Moreover, similar to the court in *Boone*, in the months following the issuance of the injunctive order, “the court did not take the initiative to schedule a further hearing on injunctive relief, which was consistent with a view of the order as a preliminary injunction designed to maintain the status quo until trial. See *Gallaher v. Hasbrouk*, 2013 IL App (1st) 122969, ¶ 24 (the character and effect of an order is determined by its substance, not its label).” The only scheduled hearing on the injunctive order occurred on May 10, 2016, where the order was continued “until further order of court.” Neither the parties, nor the court, made any further attempt to schedule a hearing to determine whether a preliminary injunction should issue. Accordingly, the order at issue in this case is more appropriately considered a preliminary injunction because it was issued after both notice and a hearing and had no durational limit (*County of Boone*, 2017 IL App (2d) 160184, ¶ 29) and we find that the court did not abuse its discretion in denying defendants’ motion to dissolve the injunctive order because of its indefinite duration.

¶ 40

3. *Continuation of Landlord’s Work*

¶ 41 Defendants next contend, as they did before the circuit court in their motion to dissolve the TRO, that the TRO should be dissolved because it was agreed to based on plaintiff’s false representations that it would continue Landlord’s Work after the entry of the TRO. Defendants

assert that a TRO is intended to maintain the status quo, which, at the time the TRO in this case was entered, was plaintiff's continued performance of Landlord's Work.

¶ 42 Here, the agreed TRO provided that plaintiff had "established a clear right in need of protection" as the landlord of the Leased Premises and that plaintiff had shown a "likelihood of success on the merits of its claims" because it had raised a question as to whether it had a constitutional or contractual right to access the Leased Premises. Accordingly, the court ordered that:

- “1. Defendants and any of their agents are enjoined from denying, preventing or interfering with Plaintiff's right of entry upon the Leased Premises;
2. Defendants and any of their agents are enjoined from maintaining any locks, alarm systems, hired security personnel or other means to deny, prevent or interfere with Plaintiff's right of entry upon the Leased Premises[;]
3. Defendants and any of their agents are enjoined from employing any means to undertake performance of Landlord's Work on the Leased Premises[;]
4. Defendants and any of their agents are enjoined from preventing, delaying or interfering with Plaintiff's exclusive right of full control over performance of Landlord's Work on the Leased Premises[;]
5. Defendants and any of their agents are enjoined from being present upon the Leased Premises during completion of Landlord's Work without Plaintiff's consent;
6. Defendants, and any of their agents, are enjoined from harassing Plaintiff's contractor during performance of Landlord's Work[.]”

¶ 43 In their motion to dissolve the TRO, defendants contended that the TRO was “designed to give Plaintiff access to the premises for the purpose of completing Landlord’s Work on the premises that is required under the lease.” (Internal quotation marks omitted.) Defendants further contended that it was clear that plaintiff had not engaged in any Landlord’s Work since the entry of the TRO. Defendants asserted that the purpose of a TRO is to preserve the “status quo,” which in this case was plaintiff performing Landlord’s Work under the lease. Defendants asserted that the TRO was therefore agreed to under plaintiff’s false representations and should be dissolved.

¶ 44 In response, plaintiff contended that the TRO served the legitimate purpose of restoring plaintiff’s right to access the Leased Premises. Plaintiff further noted that there was a difference between a TRO expiring and being dissolved. Plaintiff contended that a TRO which is dissolved suggests that the TRO was improvidently granted and may merit damages against the moving party. On the other hand, a TRO may expire once it has fulfilled its purpose. Plaintiff contended that the TRO in this case could be considered expired because it had fulfilled its purpose of restoring plaintiff’s rights over the Leased Premises.

¶ 45 The record does not reveal the basis of the circuit court’s ruling denying defendants’ motion to dissolve, but merely shows an entry denying the motion. On appeal, defendants repeat the same arguments made in its motion, namely that the TRO was agreed to based on plaintiff’s false representations that it would continue Landlord’s Work. Defendants contend that “two most salient points” of the TRO were that plaintiff would perform Landlord’s Work and defendants would not interfere with that work. Defendants contend that there was thus no basis to deny their motion to dissolve the TRO where plaintiff failed to perform Landlord’s Work as contemplated by the TRO.

¶ 46 As stated above, the TRO in this case was the functional equivalent of a preliminary injunction. A preliminary injunction is intended to provide relief to an injured party and maintain the status quo until a trial on the merits. *Sogol*, 311 Ill. App. 3d at 159. Although defendants maintain that the status quo was plaintiff's performance on Landlord's Work, the record shows that plaintiff had ceased Landlord's Work prior to the entry of the TRO and had served defendant with notice of the termination of the lease.³ As the language of the TRO demonstrates, the apparent purpose of the TRO was to prevent defendants from interfering with plaintiff's access to the land. Although the TRO does refer to Landlord's Work, it does so only to provide that defendants may not interfere with the performance of that work. The order does not mandate, nor suggest, that plaintiff must perform or complete Landlord's Work. Rather, the purpose of the TRO was to restore the status quo, *i.e.*, plaintiff's exclusive control of the Leased Premises until a trial on the merits could be held to determine the respective rights of the parties with regard to the Leased Premises. Such a trial has not occurred, and, accordingly, we find that the circuit court did not abuse its discretion in denying defendants' motion to dissolve the TRO.

¶ 47

III. CONCLUSION

¶ 48 For the reasons stated, we affirm the judgment of the circuit court of Cook County.

¶ 49 Affirmed.

³ We note that the parties dispute whether the lease was properly terminated, which is, in large part, the basis of plaintiff's pending declaratory judgment action. We express no opinion as to the merits of either party's argument. As discussed, our review on appeal is limited to a determination of whether the trial court abused its discretion in denying defendants' motion to dissolve the TRO, and we are not tasked with deciding the merits of the case. *Woods*, 381 Ill. App. 3d at 993.