



ILLINOIS CREDITORS BARS ASSOCIATION

SPRING SEMINAR

**UBS BUILDING | ONE NORTH WACKER, CHICAGO
MARCH 4, 2019 | 8:30 AM - 3:30 PM**

ILCBA.org

AGENDA

- 8:30 - 8:50 a.m. Continental Breakfast & Networking
- 8:50 - 9:00 a.m. Welcome and Introductions
Mona Naser, ILCBA President
- 9:00 – 10:00 a.m. Session One
Secrets of the Citation Act: Peeling of the Onion
Robert G. "Bob" Markoff, Partner, Markoff Law, LLC
- 10:00 – 10:15 a.m. Exhibitor Announcement followed by Break
- 10:15 – 11:15 a.m. Session Two
Arbitration Proceedings Pursuant to Supreme Court Rule 90 and Commercial Calendar Cook County Law Division: Similarities, Differences and Issues We Never Consider
The Honorable Catherine A. Schneider, Circuit Judge, Municipal Division, District 1
The Honorable Daniel J. Kubasiak, Circuit Judge, Law Division
- 11:15 – 11:30 a.m. Exhibitor Announcement followed by Break
- 11:30 – 12:30 p.m. Session Three
What's New in Springfield?
Michael L. Starzec, Partner, Blitt & Gaines PC
- 12:30 – 1:30 p.m. Lunch and Networking
- 1:30– 2:30 p.m. Session Four
Diversity and Communication in the Workplace
Cheryl Bristor-Wilson, LCSW, CADC, CEAP, AFSCME Personal Support Program
- 2:30 - 3:30 p.m. Session Five
Motions to Quash and a View from Private Process Servers
Moderator: Christopher DiPlacido, In-House Counsel, American Financial Management
Panelists: Kelly Ann Kienzle, ATG LegalServe, Inc. and Michael Meador, Meador Investigations

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Panelists: Kelly Ann Kienzle, Vice President, ATG LegalServe, Inc. and
Michael Meador, CEO, Meador Investigations*



EDUCATION • LEGISLATION • VISION

SPEAKER BIOS

Bob Markoff, Partner, Markoff Law, LLC



Robert G. "Bob" Markoff graduated from University of Illinois and received his law degree from DePaul University College of Law. Bob has been practicing for 44 years, most of which he has concentrated on creditors' rights, judgment enforcement, and commercial litigation. His publications are many, from his volunteer work with Illinois Institute for Continuing Legal Education, state bills including Public Act 95-0661: Amendments to Illinois Code of Civil Procedure. He is founding member of the ILCBA and past president of NARCA, and the Creditors Bar Coalition of Illinois.

The Honorable Catherine A. Schneider, Circuit Judge, Municipal Division District 1

Judge Catherine A. Schneider has served as a Circuit Judge in the Circuit Court of Cook County since December 2016. She currently is assigned to Court Room 1501 in the First Municipal District, which is the motion and trial assignment room for all the First Municipal cases going to mandatory arbitration and trial. Judge Schneider received her JD from Loyola University Chicago School of Law in 1994 and began her legal career in private practice handling insurance defense litigation cases. Her practice subsequently included landlord tenant litigation, commercial collection litigation, and commercial and residential real estate transactions. For the



last 10 years of her practice before joining the bench, Judge Schneider led the work of a non-profit legal aid organization to provide free legal services to self-represented litigants appearing in the Circuit Court of Cook County. In her role as supervising attorney, Judge Schneider supervised the staff and operations of the Court's Municipal Court Advice Desk, drafted form pleadings for self-represented litigants, trained and supervised staff attorneys, volunteer attorneys, law students and law fellows, and advised self-represented litigants. Judge Schneider is the Co-Chair of the Illinois Supreme Court Commission on Access to Justice Forms Committee and Chair of that group's Procedures Subcommittee. Judge Schneider also is the Secretary of the Alliance of Illinois Judges Association, a Member of the Illinois Judge's Association Wellness Committee and serves on the Circuit Court of Cook County Pro Se Advisory Committee.



SPEAKER BIOS

The Honorable Daniel J. Kubasiak, Circuit Judge, Law Division



Judge Daniel J. Kubasiak is a Cook County Circuit Court Judge, currently serving, since May 2018, in the Law Division, Commercial Calendar Section, handling contract related matters, including extensive motion practice and bench and jury trials. Judge Kubasiak was first assigned to the Law Division in February 2017, and assigned to the Tax and Miscellaneous Remedies Section, where he handled tax matters, eminent domain, administrative appeals and supplementary proceedings. Among his cases was Illinois Retail Merchants Association v The Cook County Department of Revenue, regarding the taxation of sweetened beverages. Prior to that, Judge Kubasiak was assigned to the First Municipal District, handling traffic section matters and civil matters, including supplementary proceedings.

Judge Kubasiak was appointed to serve as a Cook County Circuit Court Judge in November 2012, and elected to a six year term in November 2014. In 2011 Judge Kubasiak was appointed by the Illinois Supreme Court to serve as a board member of the Lawyers' Assistance Program, and remains so today.

Judge Kubasiak began his over 30 years of private practice in 1981 with Winston & Strawn LLP, was next a member of Joyce and Kubasiak, P.C., and was a founding member of Kubasiak, Fylstra, Thorpe & Rotunno, P.C. The focus of his private practice was general corporate law, commercial litigation, large scale redevelopment projects, and the representation of clients before state and local agencies and commissions.

Judge Kubasiak has also served in various positions with the City of Chicago, including First Assistant Budget Director, First Deputy Comptroller and Chief Administrative Officer for the City Council Committee on Finance.

Judge Kubasiak is a graduate of Xavier University (1971), Northwestern University J.L. Kellogg Graduate School of Management (1974) and Loyola University School of law (1981).

SPEAKER BIOS

Michael L. Starzec, Partner, Blitt & Gaines, PC



Michael L. Starzec graduated from DePaul University's College of Law in 1995 with a Juris Doctorate and was sworn in as a member of the Illinois Bar in November of the same year. Prior to his legal training, he attended Northern Illinois University, receiving Bachelor of Arts degrees in History and Political Science in 1992.

He is a Partner with the law firm of Blitt and Gaines, P.C., having been with the firm since 1996. He is a member of the Federal Bar for the Northern District of Illinois, as well as being licensed to practice in Indiana (2006) and Wisconsin (2010). Professionally, he is Vice-President of the Illinois Creditors Bar Association, and a member of NARCA, as well as the Commercial Banking, Collections and Bankruptcy Law Section Council of the ISBA. His publication credits include *Small Claims Collection, A Smart Guide* (IICLE, 2011), *The History of Credit in 4,000 Years or Less* (Loyola Consumer Law

Review, Fall 2013), and *Credit Card Litigation* (IICLE, 2013). He co-authored NARCA's amicus brief in the *Unifund v. Shah II* appeal and argued successfully before the 7th Circuit Court of Appeals in the matter of *Jackson v. Blitt and Gaines, P.C.*, which found wage garnishments were not actions against consumers under the FDCPA. Mr. Starzec has presented for the Illinois State Bar and Illinois Creditors Bar Association on the issues relating to creditors rights, and the representation of credit card issues and debt buyers.

Cheryl Bristor-Wilson, LCSW, CADC, CEAP, AFSCME Personal Support Program

Cheryl Bristor-Wilson, LCSW, CADC, CEAP, is a Licensed Clinical Social Worker with over 25 years of experience working with families, children and employees. Currently, she practices in Chicago, IL where she is the Clinical Director for a union based Employee Assistance Program. She was previously an Adjunct Faculty with City Colleges of Chicago. Ms. Bristor-Wilson has a private practice, CDB & Associates, which specializes in training, mediation and counseling.

Ms. Bristor-Wilson has a Master's Degree in Social Work from the University of Illinois in Chicago, IL and holds Bachelors of Art Degrees in Psychology and Sociology from Dominican University in River Forest, IL.



She has presented numerous trainings on various topics such as Compassion Fatigue, Stress Management, Financial Management, Working with Difficult People and Working with Multiple Generations. Her experience and style of humor in her presentations make her a knowledgeable and skilled seminar instructor.

SPEAKER BIOS

Christopher DiPlacido, In-House Counsel, American Financial Management

Christopher DiPlacido graduated cum laude from Wabash College. While serving in the United States Marine Corps Reserves, he attended DePaul University College of Law. He is in-house counsel with American Financial Management.

He coauthored the 2019 Practice Handbook, *Collection Litigation: Representing the Creditor*. He has presented seminars for the Illinois Institute of Continuing Legal Education, Illinois Creditors Bar Association, and Illinois State Bar Association.



Kelly Ann Kienzle, Vice President, ATG LegalServe, Inc.



Kelly Ann Kienzle joined the staff of ATG LegalServe as its Vice President of Sales and Marketing in February 2016 when her company, It's Your Serve (IYS), joined forces with ATG LegalServe (see our article for details). Kelly brings more than twenty years of experience and leadership to her new position.

She founded IYS in 1993 in response to the Chicago legal market's growing frustration with unprofessional and unreliable process serving firms. IYS quickly became recognized throughout the Chicago area as a professional, knowledgeable, and efficient process service agency. Its extensive client list includes many of Chicago's top firms. Kelly's knowledge base, network of business contacts, and experienced staff are great additions to ATG LegalServe. She currently serves as secretary on the board of directors for the Illinois Association of Professional Process Servers and is a licensed private detective.

Michael Meador, CEO, Meador Investigations

Michael entered the Private Investigations field in 1990, after obtaining a B.S. from Southern Illinois University in Criminal Justice. He supported himself as a student through his service in the Illinois Army National Guard and working various customer service related positions. He began his career in the St. Louis, Missouri office of what was, at the time, the largest and most well known private detective agency in the world. Between positions in the field and management, Mike also worked for a short time with the Illinois State Police/Illinois National Guard Counter Drug Task Force.

Mike established Meador Investigations in 1999. Today the company employs over a dozen full time investigators and office staff who specialize in the service of legal documents. Meador Investigations has served hundreds of thousands of documents of all types, and for customers of all types, throughout Central Illinois.



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SESSION ONE

Secrets of the Citation Act: Peeling of the Onion

Robert G. "Bob" Markoff

Partner, Markoff Law, LLC



MARKOFF LAW LLC

We collect results.

Secrets of the Citation Act: Peeling the Onion!

Robert G. Markoff

**Markoff Law LLC
29 N. Wacker Dr. #1010
Chicago, IL 60606
312-698-7300**



Do You Know That the Citation Act (735 ILCS 5-2-1402 Supplementary Proceedings) Allows a Creditor to:

- Garnish wages
- Garnish bank accounts
- Order the turnover of property held by a debtor or third party
- Sell property, both real and personal without using the sheriff



Do You Know That the Citation Act (735 ILCS 5-2-1402 Supplementary Proceedings) Allows a Creditor to:

- Place continuing liens on personal property
- Place liens on land trusts
- Order periodic payments to a creditor
- Recover corporate debtor property taken or misused by its owner/officer



Do You Know That the Citation Act (735 ILCS 5-2-1402 Supplementary Proceedings) Allows a Creditor to:

- Hold a debtor or third party in contempt of court for failure to obey the command of the citation
- Enter a Conditional Judgment and then a Final Judgment against a third party for disobeying the citation
- Contest ownership of property claimed by a third party



Do You Know That the Citation Act (735 ILCS 5-2-1402 Supplementary Proceedings) Allows a Creditor to:

- Enjoin transfers or other disposition/encumbrances of property
- May be done in conjunction with other enforcement procedures
- Order assignments of property, personal & real

What is a Citation to Discover Assets?

- A Citation to Discover Assets is a post-judgment proceeding used to help a creditor enforce a judgment.
- It is issued by a Court Clerk and served in accordance with Supreme Court Rule 105.
- When served upon a judgment debtor it creates a lien on all personal property belonging to the judgment debtor.



What is a Citation to Discover Assets?

- When served upon a third party it creates a lien on all of the debtor's personal property in possession of the third party.
- A Citation to Discover Assets may be used to discover information that leads a judgment debtor's property.



What is a Citation to Discover Assets?

A Citation to Discover Assets is not an injunction notwithstanding its wording. Courts have held that the command and prohibition language in the document are warnings as to penalties that may be imposed for violating the lien created by the service of the citation.



What is a Citation to Discover Assets?

If a Citation to Discover Assets is an enforcement, why isn't it found in Article XII of our Code with other judgment enforcements and exemptions instead of Article II – Civil Practice?



What is a Citation to Discover Assets?

My best guess: A Citation to Discover Assets derives from a common law Creditor's Bill. A Creditor's Bill was considered to be an original action in a court of equity (chancery) and not a true enforcement.

To Best Understand the Citation Act, You MUST Read it in Conjunction With:

1. Illinois Supreme Court Rule 277,
Supplementary Proceedings
2. Garnishment Act, 735 ILCS 12-701
3. Wage Deduction Act, 735 ILCS 12-801
4. Exemption of Personal Property, 735 ILCS
12-1001

The Secrets of the Citation Act!

All section references are found in 735 ILCS
5/2-1402

A. Garnish wages (k-5)

- Common situation: independent contractors like real estate & insurance agents

B. Garnish bank accounts (k-3)

- Citations provide superior liens when compared to garnishment liens

The Secrets of the Citation Act!

- c. Order the turnover of property held by a debtor or third party (c) (3)
 - All property that is not exempt may be turned over

- d. Sell property, both real and personal, without using the sheriff (e)
 - All property turned over must be sold to test its value unless the debtor agrees to its value
 - The court may order the property to be sold by any method so as to maximize its value

The Secrets of the Citation Act!

- E. Place continuing liens on personal property (k-10)
 - This allows a lien on a car title or other property that may remain in possession of the debtor or third party

- F. Place liens on land trusts (k-10)
 - This is a similar situation to recording a lien on real estate where you don't want to force the sale

The Secrets of the Citation Act!

- G. Order periodic payments to a creditor (c) (2)
 - This allows a payment plan to be established from non-exempt funds

- H. Recover corporate debtor property taken or misused by its owner/officer (c) (3)
 - Corporate funds used for personal expenses may be recovered and turned over to a creditor

The Secrets of the Citation Act!

- I. Hold a debtor or third party in contempt of court for failure to obey the command of the citation (f) (1)
 - The court may enforce a citation by issuing a Rule to Show Cause and then, if necessary, an order for Body Attachment

The Secrets of the Citation Act!

- J. Enter a conditional judgment and then a final judgment against a third party for disobeying the citation (f) (1) & (k-3)
 - This allows a judgment against a third party as an alternative to a Rule to Show Cause

The Secrets of the Citation Act!

- K. Contest ownership of property claimed by a third party (g) & (c) (4)
 - These sections allow hearings on Adverse Claims when possession or title is claimed by a non-debtor

- L. Enjoin transfers from other disposition / encumbrances of property (f) (2)
 - This section allows for injunctions against defendant and non-parties

The Secrets of the Citation Act!

- M. May be done in conjunction with other enforcement procedures (i)
 - A creditor may use other citations and other enforcements at the same time

- N. Order assignments of property, personal & real (c) (5)
 - This section allows accounts to be assigned to a creditor for enforcement
 - Consider a business' account receivable

How to Begin the Citation Process

1. After entry of a final judgment (no need to wait 30 days), prepare a citation and have it issued by a court clerk.
2. Prepare a Citation Notice if the judgment debtor is an individual (not needed for corporate debtors or partnerships).

How to Begin the Citation Process

3. Citation & Notice pursuant to Illinois Supreme Court Rule 105
 - a. Sheriff
 - b. Process server (no appointment needed)
 - c. Certified or Registered mail, return receipt requested (not allowed for individual debtors)
 - d. Anyone over the age of 18 & not a party to the action (the attorney or a law clerk for the office may serve).

How to Begin the Citation Process

4. If serving an individual debtor, also include an Income & Asset form.
5. If serving a third party, mail a copy of the Citation and Notice to the debtor within 3 days of service.
6. Proceed to hearing on the return date in court.

Resources

1. Citation Act (Supplementary Proceedings): 735 ILCS 5/2-1402
2. Garnishment Act: 735 ILCS 5/12-701
3. Wage Deduction Act: 735 ILCS 5/12-801
4. Exemption Act: 735 ILCS 5/12-1001
5. Supreme Court Rule 277: Supplementary Proceedings
6. Creditors' Rights in Illinois, 2014, Illinois Institute for Continuing Legal Education
7. Illinois Creditors Bar Association; ILCBA.org
8. Bob Markoff, 312.698.7333 (direct number)

SESSION TWO

Arbitration Proceedings Pursuant to
Supreme Court Rule 90 and Commercial
Calendar Cook County Law Division:
Similarities, Differences and Issues
We Never Consider

The Honorable Catherine A. Schneider

Circuit Judge, Municipal Division District 1

The Honorable Daniel J. Kubasiak

Circuit Judge, Law Division

Arbitration Proceedings Pursuant to IL Supreme Court Rule 90

ILCBA Spring Seminar
Monday, March 4, 2019

Catherine A. Schneider, Circuit Judge, Municipal Division District 1

Your Case was Referred to Mandatory Arbitration: Now What?

Supreme Court Rule 90

- ▶ Powers of Arbitrators
 - ▶ Motions
 - ▶ Rules of Evidence
 - ▶ Use of Experts at Arbitration
- 

Your Case was Referred to Mandatory Arbitration: Now What?

Supreme Court Rules 86–95



The Rules establish the process

- * Scheduling of Hearings
- * Discovery
- * Absence of a party
- * Award and Judgment on Award
- * Rejection of Award

Your Case was Referred to Mandatory Arbitration: Now What?

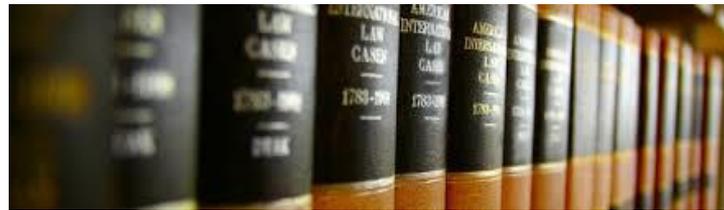
Supreme Court Rule 90 (c)

- ▶ What is SCR 90 (c)?
- ▶ Types of evidence allowed
- ▶ Motions to strike



Your Case was Referred to Mandatory Arbitration: Now What?

Supreme Court Rule 237



- ▶ What is SCR 237?
- ▶ How SCR 237 applies to Mandatory Arbitration
- ▶ Illinois Supreme Court Rule 90(g)

Your Case was Referred to Mandatory Arbitration: Now What?

Supreme Court Rule 91

- ▶ Good versus bad faith
- ▶ Balance by weighing all factors
- ▶ Is appearance alone enough? Appearance by an attorney only?



Your Case was Referred to Mandatory Arbitration: Now What?

Case Management



Municipal Department Arbitration Cases
are assigned to Courtroom 1501

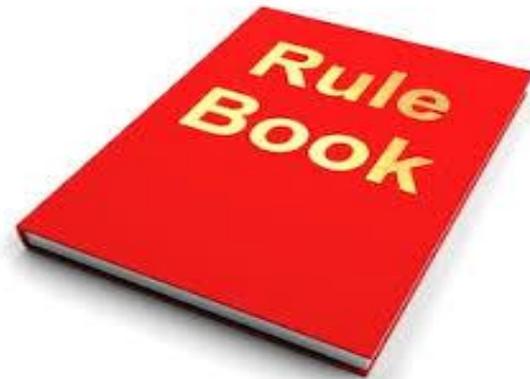
- * How cases are assigned?
- * When are the court calls in 1501?

Your Case was Referred to Mandatory Arbitration: Now What?

Arbitration Protocol

Common sense rules attorneys should follow:

- ▶ Dress appropriately
- ▶ Follow all professionalism rules
- ▶ Introduce yourself, your client(s), witnesses and interpreters



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Your Case was Referred to Mandatory Arbitration: Now What?

Hearing Basics

- ▶ Chairpersons are experienced in litigation and other panelists are lawyers – trust them to give appropriate weight to the evidence
- ▶ Hearing time will be divided as fairly & equally as possible so that each party can be heard
- ▶ Stick to your time to ensure your client's case is heard completely
- ▶ 15 minute grace period – use it wisely!
- ▶ Remember an arbitration hearing isn't a deposition



Your Case was Referred to Mandatory Arbitration: Now What?

The Arbitration Hearing

Preparation is Key!

- ▶ Know parties & facts
- ▶ Bring relevant documents
- ▶ Rule 90(c) packets
- ▶ Proof of costs?



Along with preparation, key practice tips:

- * Opening/closing
- * Objections – allow time to respond & honor the chairperson's decision
- * Don't waste time arguing with opposing counsel or the panel

Your Case was Referred to Mandatory Arbitration: Now What?

Interpreters at Arbitration

- ▶ No Interpreters or Court Reporters provided by the Arbitration Center
- ▶ Professional interpreters are trained, fair & impartial



Practice tip: Can your client converse with you in English?

Your Case was Referred to Mandatory Arbitration: Now What?

Professionalism & Civility

- ▶ Arbitration hearings are court hearings – same rules of professionalism apply!
- ▶ Arbitrators should follow Code of Judicial Conduct – guidance from Rules 61–63 to ensure fair, impartial day in court
- ▶ Be patient, courteous, respectful at all times



Your Case was Referred to Mandatory Arbitration: Now What?

Questions & Answers

- ▶ Visit www.cookcountycourt.org for more information.
- ▶ By clicking the "Mandatory Arbitration" tab on the homepage you can access further information on the arbitration process as well review frequently asked questions.
- ▶ A Uniform Arbitrator Reference Manual and an informational booklet designed for self-represented litigants are both available in PDF format as well.

A Summary:
Mandatory Arbitration in Commercial Calendar Cases
With Damages of \$75,000 or Less

Introduction

The judges of Commercial Calendar of the Law Division have many smaller cases on their calls which lend themselves to mandatory arbitration. This summarizes a program which would require cases, including those with self-represented litigants, claiming damages of less than \$75,000 to go to mandatory arbitration within four months of the answer being filed. This program will make the resolution of these cases more efficient while giving the litigants a full hearing by a qualified commercial law arbitrator. The mandatory arbitration program is to be targeted to efficiently resolve smaller cases; we do not want it to be a vehicle for delay. We consider this proposal to be a pilot program for the Law Division and for other Divisions in the Circuit Court of Cook County.

Summary of the Mandatory Arbitration Program Rules

- 1. Once it has been determined that a commercial case that is assigned to the Commercial Calendar Section of the Law Division has damages of less than \$75,000, referral to mandatory arbitration will be appropriate. [Rule 1]. In such commercial case, after the answer is filed and the Court consults with the parties, the Court will determine whether the case qualifies for mandatory arbitration. [Rule 3]. If the Court finds that the case qualifies for mandatory arbitration, it will issue a Referral to Mandatory Arbitration order. The order will set a case management date of at most 180 days after the order. [Rule 3(a), (c)].**

Arbitration is a cost-effective way alternative to litigation. For cases less than \$75,000 in damages and relatively simple legal issues, arbitration has the potential to save both time and money for the parties. Arbitration will provide parties in these cases with efficiency and expediency in the decision of their cases. It will also decrease the amount of cases flowing through the Commercial Calendar of the Law Division substantially, allowing the courts to focus on more complex cases with larger damages.

Breach of contract cases are a good example of cases that would benefit from mandatory arbitration. In breach of contract cases, the issues are relatively simple and are thus able to be decided by an arbitrator. Additionally, parties in breach of contract cases do not want to spend more money on litigation than the contract would have been worth.

An example of a breach of contract case that could have benefitted from mandatory commercial arbitration is *Santorini Cab Corp. v. Banco Popular North America*, 2013 IL App (1st) 122070 (1st Dist. 2013). In that case, Plaintiff sued Defendant for breach of contract concerning the sale of two taxicab medallions to Plaintiff for \$48,000 each. *Id.* at ¶ 4. Paragraph 6 of each contract for sale stated that if the parties were unable to attain final approval for the transfer of the medallions from the department of consumer services of the City of Chicago (DCS) within 90 days of the contract, then Defendant's would refund Plaintiff's deposit. *Id.* Upon this refund, neither party would have any further obligations or rights against the other, and the contracts would be deemed void. *Id.* Plaintiff paid the required money under each contract, and continued to work with the Defendant on the deal after the 90 day period had expired. *Id.* at ¶ 5-6.

After the 90 day period had expired, Defendant informed Plaintiff that, although DCS had received the documents concerning the transfer, it had not given its final approval, and that Defendant did not want to take any further steps towards finalizing the transaction. *Id.* at ¶ 6. The case was heard in the Commercial Calendar, where the trial court found that Defendant had breached the two contracts because it failed to transfer the medallions or cancel the contracts in writing. *Id.* at ¶ 13. The court also found that Defendant had waived the paragraph 6 provision by continuing to work with Plaintiff after the 90 day period had expired. *Id.*

2. The Court reserves the discretion to refer cases to mandatory arbitration when the damages exceed \$75,000 if the Court determines that it is a case amenable to arbitration. [Rule 3(e)].

It is possible that a case has legal issues that are straightforward and fairly simple to decide, but the damages are greater than \$75,000. In such a case, it would create efficiency for the parties, as well as the Commercial

Calendar of the Law Division, to attempt arbitration before taking the case to trial.

- 3. The arbitration hearing must be held within 150 days of the order of Referral to Mandatory Arbitration. [Rule 5(d)]. If the parties agree to expedited arbitration, the Court will order the arbitration to be expedited. Expedited arbitration hearings will be held 90 days after the answer is filed, rather than 150 days. [Rule 4]. Hearings will be held during a 4 hour period within 150 days (or 90 days if expedited) of the order of Referral to Mandatory Arbitration. [Rule 9(a)]. No extensions or continuances of the 150 day (or 90 day) time period will be permitted absent exigent circumstances. [Rule 14].**

The goal of this program is to provide parties with a timely and efficient alternative to litigation by providing a short window of opportunity before trial for the parties to have their arguments heard and for an arbitrator to provide a fair decision. The hope is that the case can be decided in this short window rather than through a lengthy litigation process in court. This goal can only be achieved if arbitration is attempted early in the case. Waiting too long to refer a case to arbitration defeats the goal of the mandatory arbitration program.

- 4. A single arbitrator will be randomly assigned to the hearing. [Rule 5]. To be selected as an arbitrator, one must be a license attorney proficient in commercial law and/or commercial law arbitration. [Rule 16]. The arbitrator must also have: been in practice for seven years, successfully complete the commercial law arbitration training seminar. [Rule (16(d)-(e))]. Exceptions may be made by the Arbitrator Selection Committee for attorneys without this experience if they demonstrate other qualifications to be commercial law arbitrators and successfully completed the commercial law arbitration training seminar. [Rule 16(e)]. Retired judges may qualify as commercial arbitrators if they heard commercial law cases while active as a judge and if they successfully complete the commercial law arbitration training seminar. [Rule 16(f)]. Any interested lawyers or retired judges must complete a form listing his/her qualification and submit it for review to the Arbitrator Administrator, who will then send it to the Arbitrator Selection Committee for approval. [Rule 16(g),(h)]. The Arbitrator Selection Committee will consist of judges in the Commercial**

Calendar Section of the Law Division. [Rule 17]. The Arbitration Selection Committee will review the performance of each arbitrator every 12 months and will decide whether each arbitrator should be retained as a commercial arbitrator.

Decisions in arbitration cases are generally final and binding, provided a party does not reject the award. As such, it is vital to the process to have arbitrators with the proper qualifications to both understand and decide the cases fairly and in a manner that provides proper due process to both parties. Accordingly, a vigorous selection, training, and review process for those interested in becoming commercial arbitrators is necessary to ensure all cases have the best chance of being decided fairly.

- 5. Arbitrators will be paid \$300 per arbitration. [Rule 15].**

- 6. Pursuant to the Code of Judicial Conduct and/or the Illinois Rules of Professional Conduct, the assigned arbitrator must conduct a conflict of interest review and sign a Conflict Review Form to indicate there is no conflict. [Rule 6]. If the arbitrator determines there is a conflict, the arbitrator will withdraw from the case and a new arbitrator will be randomly assigned. [Rule 6(a), (b)]. The parties may not move to substitute an arbitrator without cause. [Rule 6(c)].**

Arbitrators will be chosen randomly to best ensure that there is no conflict of interest between the arbitrator and the parties to the case. However, should a conflict of interest arise, steps must be taken to protect the fairness of the arbitration process. Because of the important role the arbitrator will play in this program, it is important that the arbitrators display strong ethics and professionalism and disclose any potential conflict of interest with a case. It is important that all arbitrators go through a conflict of interest review to provide the best opportunity for fair due process to both parties.

An example of a conflict of interest in an arbitration case can be *Stoller v. Stoller*, 222 Ill.App.3d 22 (1st Dist. 1991). In *Stoller*, Plaintiff appealed an interlocutory order of the Circuit Court of Cook County denying his request for vacatur and a stay of a previously entered arbitration award. *Id.* at 24. Plaintiff claimed that the appointed arbitrators should have been

disqualified because they had a conflict of interest which arose as a result of their legal representation of the Plaintiff and Defendants. *Id.* Both of the arbitrators in the case had rendered legal services for Plaintiff and Defendants, but the parties signed an agreement submitting their dispute for arbitration to these arbitrators. *Id.* at 25. At the beginning of the arbitration, each of the parties stated that they waived the right to assert privilege or conflict of interest which may arise as a result of using these arbitrators. *Id.* The arbitrators ultimately found in favor of Defendants, and Plaintiff appealed. *Id.* at 26.

Because the purpose of this program is to provide the parties with a due process without lengthy and costly litigation, it is important that the arbitrators have no conflict of interest. This program seeks to avoid a situation like that in *Stoller* to allow the parties a chance to settle the case without a lengthy trial. If there is a conflict of interest, the parties will most likely end up in another lengthy dispute about the conflict of interest, and thus defeat the purpose of the program. The case will end up in court and the whole purpose of the program will be for naught.

- 7. The case will continue in the trial court following the order of Referral to Arbitration for 120 days (60 days if expedited arbitration). [Rule 7]. After 120 days (or 60 days if expedited), discovery will be automatically stayed in the trial court and remain stayed until the completion of the arbitration hearing, the award entered, and the parties have either accepted or rejected the award. [Rule 7(a)]. There is no discovery in arbitration. [Rule 7(b)].**

The goal with this program is to shorten the litigation process, not provide attorneys with a way to stall the case and conduct more discovery in the meantime. Attorneys should be putting their good faith efforts into the arbitration hearing to achieve a speedy and agreeable resolution, rather than putting that effort into discovery for a costly and lengthy trial.

- 8. The parties must submit to the arbitrator 14 days before the hearing: the most current complaint, answer, counterclaim, third party complaint, affirmative defenses, and other relevant pleadings; each party's detailed statement of the case which must include the legal and factual issues involved, limited to 15 pages in length, double-spaced; a list of witnesses**

expected to testify; documents expected to be placed into evidence at the hearing; stipulations as to fact or law; reports, affidavits, or summaries having proper foundation; and itemization of the damages claimed in the complaint and counterclaim. [Rule 8(a)-(g)]. 30 days prior to the hearing, the parties must meet and exchange all of the documents listed above in addition to any other documents or legal arguments a party intends to present at the hearing. [Rule 8(h)]. Failure to comply with Rule 8 in submitting these documents in a timely manner may be grounds for a bad faith finding against the delinquent party. [Rule 8(i)].

The arbitration period is short, so it is important that these documents be submitted in a timely fashion so as not to unnecessarily lengthen the process. Again, this program is to create efficiency, not to create a vehicle for delay. In the interest of expediency, it is also important that the arbitrator have access to these documents before the arbitration hearing. This allows the arbitrator to best prepare to hear the case and understand the facts and legal arguments in the case. Failing to provide these documents to either the arbitrator or the other party in a timely fashion may be viewed as a bad faith action by the offending party. Accordingly, penalties or sanctions may be appropriate to ensure that the arbitration process is taken seriously and in good faith by both parties.

- 9. The Illinois Rules of Evidence shall apply to the hearing unless the arbitrator relaxes application of the rules in the interests of fairness and efficiency and both parties receive due process. [Rule 9(b)]. The witnesses who testify at the hearing will be sworn under oath. [Rule 9(e)].**

The purpose of this program is to give both parties the same due process and opportunity to present evidence supporting their cases that they would receive in court in a shorter timeframe.

- 10. At the conclusion of the hearing, both parties must submit a summary of the legal fees incurred in connection with the arbitration. [Rule 9(h)]. Failure to do so will constitute a waiver of those fees for purposes of Rule 11(d). [Rule 9(h)(i)].**

- 11. The arbitrator will hear the evidence and issue an award at the conclusion of the hearing. [Rule 10]. The Award Form will contain the**

name and case number, hearing date, the names of the attorneys who appeared, and a simple finding by the arbitrator. [Rule 10(a)]. There will be no written opinion. [Rule 10(a)]. The arbitrator must file the Award Form with the Administrator by 5:00pm on the second business day following the conclusion of the hearing. [Rule 10(b)]. A copy of the Award Form will be sent to the parties within one business day of the Administrator's receipt thereof. [Rule 10(c)].

This system will ensure that the parties receive the decision to accept or reject quickly, so as to avoid lengthening the process.

- 12. Either party may reject the arbitrator's award if done within 7 business days of receiving the Award Notice. [Rule 11]. To reject an award, the rejecting party must fill out a Rejection Form and file it with the Clerk of the Circuit Court accompanied by a \$750 rejection fee. [Rule 11(a)]. Failure to timely and properly reject the award will constitute a waiver of the party's right of rejection. [Rule 11(c)]. In the case of rejection by either party, the case will be returned to the trial judge for further proceeding on the date specified in the trial court's order of Referral to Mandatory Arbitration. [Rule 11]. If the rejecting party fails to obtain a better result at trial, the rejecting party must pay the other party's reasonable legal fees incurred in connection with the arbitration. [Rule 11(d)]. The court will rule on whether the fees are reasonable. [Rule 11(e)].**

The goal of this arbitration program is to shorten the process and provide the parties the opportunity to reach a fair decision without lengthy and costly litigation. The time restraints, fees, and penalties after trial that accompany a rejection are to ensure that the award is fairly considered and not just simply rejected because it is not the original result a party was seeking.

- 13. The arbitrator may certify that a party acted in bad faith by: willfully refusing to attend or participate in the hearing, or otherwise acting in bad faith. [Rule 12(a)-(c)]. In such situation, the case will immediately be sent to the Supervising Judge, Mandatory Arbitrator for a hearing. [Rule 12(c)]. The arbitrator may not be called as a witness in this hearing. [Rule 12(e)]. If the Court finds the party acted in bad faith, the Court reserves the right to sanction the offending party up to \$1,000. [Rule 12(d)].**

This program attempts to provide both parties with a fair hearing in a timely and cost-efficient manner. In the interest of avoiding a lengthy and costly trial, this program assumes that parties will act in good faith during the arbitration hearing process and try to reach a fair outcome. Not participating in the process in good faith defeats the purpose of the program, wastes the arbitrator and parties' time, prolongs the litigation, and increases the client's legal fees.

14. The Presiding Judge of the Law Division will appoint a Supervising Judge, Mandatory Arbitration. [Rule 13]. The Supervising Judge will hear motions relating to the arbitration process. [Rule 13]. The Supervising Judge will not hear motions relating to the conduct of the hearing or the admission of evidence at the hearing. [Rule 13].

The Supervising Judge will hear motions important to the arbitration process. However, the Supervising Judge will not hear motions relating to admission of evidence or the conduct of the hearing to avoid a lengthy, sort-of "appeals" process. Again, the goal of this program is expediency and efficiency, not lengthening the litigation for attorneys and clients. It is the hope that this program will not only relieve the Commercial Calendar of the Law Division of several hundred cases each year, but also to allow parties to come to mutually agreeable conclusions without having a lengthy and costly litigation process.

A Summary of The Mandatory Arbitration in Commercial Cases

Key Points:

1. After the answer to the Complaint has been filed and the judge estimates that the damages in the case are \$75,000 or less, the judge will refer the case to the Arbitration Administrator.
2. The Administrator will then immediately assign a single arbitrator to the case and will set an arbitration hearing date in 120 days.
3. The assigned arbitrator will immediately conduct a conflicts check.
4. The case continues before the trial judge (for 120 days) until the date of the arbitration hearing.
5. After the arbitration hearing concludes, the arbitrator must render the award by 5:00 p.m. on the next business day.
6. A party may reject the award if the party does so within seven days of the award and pays \$750 and the case will immediately return to the trial judge.
7. If the rejecting party receives less than the award after trial, that party must pay the attorneys' fees and costs which the winning party incurred during the arbitration.

Specifics of The Program

Assignment of the Arbitrator: When the trial judge notifies the Arbitration Administrator that an answer has been filed, the matter will be randomly assigned to a single, commercial law-qualified arbitrator and a date will be set for the arbitration hearing. The use of one arbitrator instead of a panel of three will ensure that the arbitrator is fully invested in the matter and will reduce the costs to arbitrate the case.

Conflicts Check: If the arbitrator assigned to the case discovers he/she has a conflict of interest pursuant to the Code of Judicial Conduct and the

Illinois Rules of Professional Conduct, the arbitrator will inform the Administrator and withdraw from the case. A new arbitrator will then be randomly assigned. There will be no substitution of an arbitrator without cause.

No Extensions of Time: No extensions or continuances of the four month time period and no extensions of the 30 day period within which the arbitration must be conducted will be permitted, absent exigent circumstances.

Arbitrator Qualifications: To be selected as an arbitrator one must be an attorney proficient in commercial law and have been in practice for seven years. The arbitrators will be reviewed every twelve months by the Arbitrator Selection Committee (comprised of the Commercial Calendar Judges). All applicants for arbitrator must attend a training seminar approved by the Arbitrator Selection Committee.

The Award: The arbitrator will issue an award (the decision) based on the evidence presented at the hearing. The award will consist of a simple finding by the arbitrator, without written opinion.

A Party Acting Bad Faith: If the arbitrator certifies that any party has willfully refused to attend the arbitration hearing or has willfully refused to participate in the hearing, that will constitute bad faith and the case will immediately be sent back to the trial judge who will enter a sanction against the party of \$1,000.

Commercial Calendar Mandatory Arbitration

VS

Municipal Division Mandatory Arbitration

Both programs are mandatory by a judge's referral order – both can be a meaningful tool in resolving your cases more quickly and efficiently than having to wait for a trial so it's important to take them seriously!

Commercial Calendar Program	Municipal Division Program
<u>Covered by local Circuit Court Rule 25</u>	<u>Covered by local Circuit Court Rule 18 and Supreme Court Rules 86-95</u>
For commercial cases \$75,000 and less ** caveat the rules allow discretion for the judges to send any case that is amenable to the process	For personal injury, subrogation, property damage and contract cases \$30,000 and less only
One arbitrator only who is assigned the case at the time the date is set – conflicts check is done at the time of assignment	Panel of three arbitrators who are assigned at random the day of the hearing - conflicts done at the time of hearing
Discovery is ongoing from the referral date – stayed from day 120 (60 if expedited) until the arbitration process is complete (may or may not continue after rejection) – judge will determine whether a case will be on the "regular" schedule or the "expedited" schedule	Discovery must be complete before arbitration hearing date – judge determines discovery closure date
Parties must meet (or confer) 30 days prior to the hearing to discuss evidence, stipulations and submissions	No requirement for parties to confer ahead of hearing day
<u>Pre-Hearing submissions covered by CCR 25.8</u> Due to the arbitrator 14 days before the hearing (Remember to exchange with opposing counsel and send a courtesy copy to the arbitration administrator) Electronic delivery is preferred	<u>Arbitration evidence covered by SCR 90(c)</u> Must be served on opposing counsel at least 30 days prior to the hearing (Remember to bring three copies for the panel the day of your hearing - no need for a courtesy copy to the arbitration center) Hard copies necessary the day of hearing
Hearings can take up to 4 hours – begin at 9:00 a.m.	Hearings can take up to 2 hours – begin at 8:30 a.m. 10:30 a.m. or 2:00 p.m.

Commercial Calendar Program	Municipal Division Program
Arbitrators have two business days to render their decision – emailed to parties of record	Arbitrators collectively deliberate and render their decision within a 30 minute window after completion of the hearing – Clerk's Office mails awards to parties of record
Rejection period is 7 business days from the date you receive the email with your arbitration award	Rejection period is 30 days from the date of the arbitration award
Motions for continuance, motions to bar testimony at hearing or other arbitration related issues are heard by the Supervising Judge (Judge Tom Mulroy, courtroom 1906) – other motions including discovery issues see your assigned calendar judge	All motions on cases assigned to the arbitration calendar are heard by the Supervising Judge (Judge Catherine Schneider, courtroom 1501)

Mandatory Arbitration Center is located at:

222 North LaSalle Street, 13th Floor

Chicago, Illinois 60601

312-793-0125

For further questions or more information:

www.cookcountycourt.org

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Circuit Court of Cook County

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Chicago, Illinois 60601

312-793-0125

SESSION THREE

What's New in Springfield?

Michael L. Starzec

Partner, Blitt & Gaines, PC



BUT TODAY I AM STILL JUST A BILL

The Consumer Fairness Act –
Implications, Legislation and the
Art of Anecdote

HOUSE BILL 281 — NEED TO BE REALISTIC



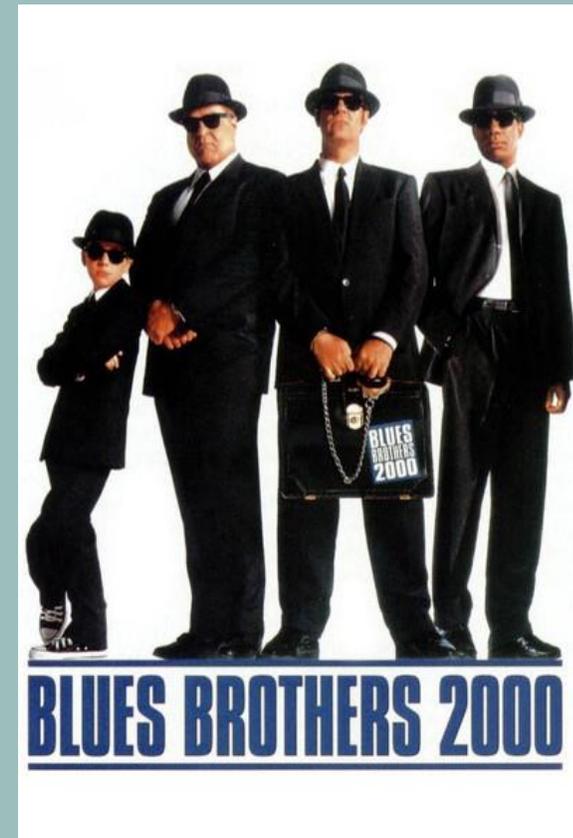
KILLBILL



HIGHLIGHTS (?) OF THE CONSUMER FAIRNESS ACT OF 2019

1. A Debtor's Bill of Rights
2. Reduction in the Post-Judgment Interest Rate
3. Increasing the Wage Deduction Exclusion & the Minimum Wage Multiplier
4. Making Revivals more Difficult and Judge Lifetimes Shorter
5. Automatic Wild-Card Exemption
6. Increases in the Personal Property Exemptions
7. Increasing the Homestead/Real Property Exemption

YES, THIS IS ANOTHER BAD ILLINOIS BASED SEQUEL



NEW SUMMONS NOTICE LANGUAGE

New Section 735 ILCS 5/201.5 “Debtor Notice” which will disclose

If you owe a debt you have rights to protect:

- A. Social Security, SSI, Public, Veterans & Retirement Benefits;
- B. \$7,500 vehicle equity, \$150,00 to \$200,000 in home equity & \$15,000 in bank acc'ts
- C. That you can stop “Verbal Abuse” & “Threats” from debt collectors
- D. The Rights to Privacy, Review any Settlement Agreement and to ask for a reasonable payment plan.

DEBTOR NOTICE CONTINUED

Changes from the Original Version:

- A. The clerk of the court will consult with legal service providers to compile and make available a list of legal service providers and their contact information
- B. Cause the notice to be posted in courtrooms or hallway in front of courtrooms
- C. Be available for distribution in all courtrooms hearing debt matters.

AMENDED ILLINOIS INTEREST ACT — 815 ILCS 205/3

KEY CHANGES

- A. Reduces the interest rate to 2% on judgment balances of \$25,000.00 or lower;
- B. Carves out separate definitions for consumer debt and consumer debt judgment;

Previous version called for 2% interest on judgments earning \$50,000 or less, amending 735 ILCS 5/2-1303. Trial lawyers opposed a blanket interest rate reduction

WAGE GARNISHMENT REFORM: AMENDED 735 ILCS 5/12-803

KEY CHANGES

Explicitly “protected from” collection is the greater of

- A. 90% of Gross Wages
- B. 60 times the Illinois Minimum Wage (which is set to go up to \$15.00 an hour under HB 20)
- C. Excludes from consideration as gross wages deductions for health insurance, transportation and pre-tax flex spending options

Previous Version:

- A. Used the “lesser of” the two calculations

PERSONAL PROPERTY EXEMPTION — AUTOMATIC WILD CARD REFORM 735 ILCS 5/12-1001

KEY CHANGES

- A. Increases Equity Interest (“Wild Card”) in an account from \$4,000 to \$15,000
- B. *A bank is barred from freezing sums under \$15,000:*

“Upon receiving a Third Party Citation... a financial institution **shall not freeze the debtor’s access or turn over to the judgment creditor [the equity interest] amount...**”

Arguably allows for turnover after a hearing and the debtor has had a “reasonable opportunity” to choose which exemption they wish to assert.

Previous Version: The equity interest was \$50,000

PERSONAL PROPERTY EXEMPTION — AMENDMENTS TO 735 ILCS 5/12-1001(B)-(D)

KEY CHANGES

- A. **Equity Interest in Vehicles** — increases from \$2,400 to \$7,500
- B. **Tools of the Trade Exemption** — Increases from \$1,500 to \$3,000.

Previous Versions

The original version increased the interest in vehicles to \$10,000 and in tools of the trade to \$5,000.

HOMESTEAD/REAL ESTATE EXEMPTION — AMENDMENTS TO 735 ILCS 5/12-901

Key Changes:

- A. **Homestead Exemption** — increases the exemption from \$15,000 to \$150,000 per individual
- B. **Real Estate Exemption** - If two or more own property, the exemption increases from \$30,000 to \$200,000.

SAME AS THE PREVIOUS BILL

DEBT REVIVALS —AMENDMENTS TO 735 ILCS 5/12-108 & 5/2-1602

Key Changes:

- A. **Revivals must take place in the 5th year**, not the 7th year or at any time within 20 years
- B. **ONLY ONE REVIVAL** — Judgment lives are reduced to 10 years.
- C. **No Revival without Issuance of a Citation** - if you did not issue a citation, your judgment expires in 5 years.

Previous Version - Did not require issuance of a summons

HB 39 GETTING PECULIAR WITH PARTICULARS

Proposal:

Amends 735 ILCS 5/2-607. Bills of particulars:

Provides that if the pleader does not file and serve a bill of particulars within 28 days of the demand, or if the bill of particulars delivered is insufficient, the court may, among other things, award attorney's fees and costs. Provides a 28-day deadline for moving that a demand for a bill of particulars be denied or modified.

ANALYTICS VS. ANECDOTES

FEDERAL RESERVE BANK OF NEW YORK (May, 2017) – *Access to Credit and Financial Health: Evaluating the Impact of Debt Collection:*

- A.** Increased restrictions on the collection of debt there was a “decrease in access to credit and a deterioration in indicators of financial health.”
- B.** Reductions in two basic and necessary forms of lending: credit card *and* auto loan originations whose effect concentrated on individuals with low credit scores.”
- C.** “Sizeable and significant decreases” in credit limits
- D.** Collection restrictions both increased delinquencies and resulted in a “statistically significant decrease in credit scores

ANALYTICS VS. ANECDOTES PART DEUX

FEDERAL RESERVE BANK OF Philadelphia (June, 2015) – *Debt Collection Agencies and the Supply of Consumer Credit:*

- A.** Additional restrictions “reduce the effectiveness of contract enforcement in consumer credit markets and reduce the availability of revolving credit.”
- B.** Increased restriction caused a “deterioration in [the]... financial health” of the consumer.
- C.** Where collection practices were lenient, the interest rate is driven up to compensate for the loss of income

ANALYTICS VS. ANECDOTES PART TROIS

A. Lending is dependent on accurate risk of loss:

If the risk of lending is higher, the interest rate is higher to compensate or, if the risk is too high and the ability to recover is reduced, lenders will reduce exposure by limiting access to borrowing to the high risk populations

The Conditions of Small Business and Commercial Real Estate Lending in Local Markets., Hearing before the H. Comm. On Fin. Serv. And Comm on Small Bus. 11th Cong. 3 (Feb 26, 2010).

ANALYTICS VS. ANECDOTES PART QUATRE

A. Burden Increased on Payers:

“All potential borrowers will be forced to pay higher costs for credit, but especially riskier borrowers. The same is true where creditor remedies are

Decreases consumer welfare by increasing costs for all borrowers, and driving others out of the market to payday loans and pawn shops.

Stiglitz & Weiss, Credit Rationing in Markets with Imperfect Information, 71 Am. Econ. Rev. 393 (1981) & The Law and Economics of Consumer Debt Collection and its Regulation, Todd J. Zywicki, George Mason School of Law, 20, 22-23 (Sep. 9, 2015)

MOUNTAINS VS. MOLE HILLS

- A. In 2017, a combined \$26 trillion dollars was lent through credit cards, auto loans, student loans, mortgages and miscellaneous debt. (Federal Reserve)
- B. According to the CFPB, in 2015, less than 5% of accounts were charged off
- C. According to the CFPB, 95% of debt is paid on time
- D. According to the FTC, only 3.2% of debt buyer debt is disputed and only 1-2% of the debts disputed were actually found to be invalid debts.

Federal Reserve Consumer Credit Report, <https://www.federalreserve.gov/releases/g19/current/>

CFPB Report on the Consumer Credit Market. Figures 26, 27 & 28, pages 56-57, (December, 2015.)

Consumer Finance Protection Bureau, The Fair Debt Collection Practices Act; CFPB Annual Report, 2014, at 7. (Mar. 20, 2014)

US Fed. Trade Comm'n (FTC) *The Structure and Practices of the Debt Buying Industry*, Note 8, at 38. (Jan, 2013)

SUMMARY OF BILL AMENDMENTS

I. Debtor's Bill of Rights – amending The Code of Civil Procedure by adding a new Section (number to be designated by Legislative Reference Bureau)

- (a) A summons issued in an action to collect a debt shall include a separate notice containing the following language printed prominently in large font:

IF YOU OWE A DEBT, YOU HAVE RIGHTS

You Can PROTECT

Your Social Security

Your SSI

Your Public Benefits

Your Veterans Benefits

Your Retirement Benefits

Equity in a Motor Vehicle as designated in 735 ILCS 5/12-1001(c)

Equity in your Home as designated in 735 ILCS 5/12-901

Money in your Bank Account as designated in 735 ILCS 5/12-1001(b)

You Can STOP

Phone Calls from Debt Collectors

Verbal Abuse from Debt Collectors

Threats from Debt Collectors

You Have the RIGHT

To Privacy

To Have the Court Review Any Agreement to Settle Your Case

To Ask for a Reasonable Payment Plan

- (b) In consultation with civil legal service providers who service the applicable judicial circuit, the clerk of each circuit court shall compile a list of civil legal service providers including their address(es) and phone number(s) and make the list available to the public. The notice described in paragraphs (a) and (c) must also include this clerk-compiled list of civil legal service providers.
- (c) The notice shall be posted in courtrooms (or in the hallway in front of courtrooms) and shall be available for distribution by clerks in all courtrooms hearing cases involving debt collection matters.

II. Post-Judgment Interest Rate: a proposal to amend 815 ILCS 205 (from Ch. 17, par. 6400)

AN ACT concerning civil law.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Interest Act is amended by adding Section 3 to read as follows:
(815 ILCS 205/3 new)

Sec. 3. Interest on judgments arising out of consumer debt.

(a) For purposes of this section:

- (1) "Consumer debt" means money or property, or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a transaction in which property, service, or money is acquired by that natural person primarily for personal, family, or household purposes.
- (2) "Consumer debt judgment" means a judgment recovered in any court against one or more natural persons arising out of consumer debt and that that does not include any compensation for bodily injury or death.

(b) Notwithstanding Section 2-1303 and Section 12-109 of the Code of Civil Procedure, consumer debt judgments of \$25,000 or less shall draw interest from the date of the judgment until satisfied at the rate of 2% per annum.

(c) When a consumer debt judgment is entered upon any award, report or verdict, interest shall be computed at the applicable rate, from the time when made or rendered to the time of entering judgment upon the same, and included in the judgment. Interest shall be computed and charged only on the unsatisfied portion of the consumer debt judgment as it exists from time to time. The judgment debtor may by tender of payment of judgment, costs and interest accrued to the date of tender, stop the further accrual of interest on such consumer debt judgment notwithstanding the prosecution of an appeal, or other steps to reverse, vacate or modify the judgment.

Section 95. Applicability. This Act shall apply to all consumer debt judgments entered after the effective date of this Act.

Section 99. Effective date. This Act takes effect upon becoming law.

III. Wage Garnishment Reform: a proposal to amend 735 ILCS 5/12-803 (from Ch. 110, par. 12-803)

Sec. 12-803. Wages subject to collection.

(a) The wages, salary, commissions and bonuses ~~subject to~~ protected from collection under a deduction order, for any work week shall be the ~~lesser~~ greater of:

(1) ~~15-90%~~ of such gross amount paid for that week or

(2) the amount by which disposable earnings for a week exceeds ~~45~~ 60 times the Federal Minimum Hourly Wage prescribed by Section 206(a)(1) of Title 29 of the United States Code, as amended, or, under a wage deduction summons served on or after January 1, 2006, the minimum hourly wage prescribed by Section 4 of the Minimum Wage Law, whichever is greater, in effect at the time the amounts are payable.

(b) This provision (and no other) applies irrespective of the place where the compensation was earned or payable and the State where the employee resides. No amounts required by law to be withheld may be taken from the amount collected by the creditor. The term "disposable earnings" means that part of the earnings of any individual remaining after the deduction from those earnings of any amounts required by law to be withheld. The term "deduction from those earnings" includes, but is not limited to, deductions for health insurance, deductions for transportation, and pre-tax flexible spending deductions.

IV. Homestead/Real Property Exemption: a proposal to amend 735 ILCS 5/12-901 (from Ch. 110, par. 12-901)

Sec. 12-901. Amount. Every individual is entitled to an estate of homestead to the extent in value of ~~\$15,000~~\$150,000 of his or her interest in a farm or lot of land and buildings thereon, a condominium, or personal property, owned or rightly possessed by lease or otherwise and occupied by him or her as a residence, or in a cooperative that owns property that the individual uses as a residence. That homestead and all right in and title to that homestead is exempt from attachment, judgment, levy, or judgment sale for the payment of his or her debts or other purposes and from the laws of conveyance, descent, and legacy, except as provided in this Code or in Section 20-6 of the Probate Act of 1975. This Section is not applicable between joint tenants or tenants in common but it is applicable as to any creditors of those persons. If 2 or more individuals own property that is exempt as a homestead, the value of the exemption of each individual may not exceed his or her proportionate share of ~~\$30,000~~\$200,000 based upon percentage of ownership.

VI. Automatic Wildcard Reform for Freezing Accounts: a proposal to amend 735 ILCS 5/12-1001 (adds new subsection)

(k) An amount not to exceed the debtor's equity interest as defined by subsection (b) held by the debtor in each and every checking or savings account until:

(1) a hearing has been held; and

(2) the debtor has been given a reasonable opportunity to indicate to which personal property he or she seeks to apply the exemption in subsection (b) at which time, the debtor may protect up the amount of equity in any personal property as defined in subsection (b), and such funds in a checking or savings account will either remain protected or be subject to garnishment.

Upon receiving a Third Party Citation to Discover Assets, a financial institution shall not freeze the debtor's access or turn over to the judgment creditor the amount as defined in subsection (b) or less that is in the debtor's account, but shall inform the court and the judgment creditor of the exempt amount. Any funds disbursed prior to the hearing that is not exempt under Sec. 12-1001 may be recovered if the disbursement was a fraudulent transfer.

V. **Personal Property, Motor Vehicle, and Tools of the Trade**
Exemptions: a proposal to amend 735 ILCS 5/12-1001(b)-(d) (from
Ch. 110, par. 12-1001)

Sec. 12-1001. Personal property exempt. The following personal property, owned by the debtor, is exempt from judgment, attachment, or distress for rent:

(a) The necessary wearing apparel, bible, school books, and family pictures of the debtor and the debtor's dependents;

(b) The debtor's equity interest, not to exceed ~~\$4,000~~\$15,000 in value, in any other property;

(c) The debtor's equity interest, not to exceed ~~\$2,400~~\$7,500 in value, in any one motor vehicle;

(d) The debtor's equity interest, not to exceed ~~\$1,500~~\$3,000 in value, in any implements, professional books, or tools of the trade of the debtor;

VII. Debt Revivals/Time Period to Execute Judgments: a proposal to amend 735 ILCS 5/12-108 (from Ch. 110, par. 12-108) and 735 ILCS 5/2-1602

Sec. 12-108. Limitation on enforcement.

(a) Except as herein provided, no judgment shall be enforced after the expiration of 7 5 years from the time the same is rendered, except upon the revival of the same by a proceeding provided by Section 2-1601 of this Act; but real estate, levied upon within the 7 5 years, may be sold to enforce the judgment at any time within one year after the expiration of the 7 5 years. A judgment recovered in an action for damages for an injury described in Section 13-214.1 may be enforced at any time. Child support judgments, including those arising by operation of law, may be enforced at any time.

(b) No judgment shall be enforced against a police officer employed by a municipality if the corporate authority of the municipality files with the clerk of the court in which the judgment was entered a statement certifying: (1) such police officer was employed by the municipality and was within the scope and course of his employment at the time of the occurrence giving rise to the action in which the judgment is entered and (2) the municipality indemnifies the police officer in the amount of the judgment and interest thereon. In such event, the judgment creditor may enforce the judgment against the municipality in the same manner and to the same extent as if the municipality were the judgment debtor.

Sec. 2-1602. Revival of judgment.

(a) A judgment may be revived by filing a petition to revive the judgment in the ~~seventh~~ fifth year after its entry, ~~or in the seventh year after its last revival, or in the twentieth year after its entry, or at any other time within 20 years after its entry if the judgment becomes dormant~~ and by serving the petition and entering a court order for revival as provided in the following subsections. The provisions of this amendatory Act of the 96th General Assembly are declarative of existing law.

(b) A petition to revive a judgment shall be filed in the original case in which the judgment was entered. The petition shall include a statement as to the original date and amount of the judgment, court costs expended, accrued interest, and credits to the judgment, if any. The revival shall be effective only if citation proceedings in accordance with 735 ILCS 5/2-1402 were initiated within one year of the judgment being entered.

(c) Service of notice of the petition to revive a judgment shall be made in accordance with Supreme Court Rule 106.

(d) An order reviving a judgment shall be for the original amount of the judgment. The plaintiff may recover interest and court costs from the date of the original judgment. Credits to the judgment shall be reflected by the plaintiff in supplemental proceedings or execution.

**COMPARISON OF CONSUMER FAIRNESS ACT
TO LAST YEAR'S PROPOSALS**

Comparison Sheet of Bill Proposal to Last Year's Bills

I. Debtor's Bill of Rights

Last year: HB 5484 (Stratton)

Old bill: Provides that a summons issued in an action to collect a debt shall include a separate notice containing specified language regarding debtor rights.

Provides that the clerk of the court shall cause the notice in subsection (a) to be posted in courtrooms or in the hallway in front of courtrooms and be available for distribution in all courtrooms hearing cases involving debt collection matters.

New proposal:

Same summons notice requirement as HB5484.

New: In consultation with civil legal service providers who service the applicable judicial circuit, the clerk of each circuit court shall compile a list of civil legal service providers including their address(es) and phone number(s) and make the list available to the public. The notice described in paragraphs (a) and (c) must all include this clerk-compiled list of civil legal service providers. The notice shall be posted in courtrooms (or in the hallway in front of courtrooms) and shall be available for distribution by clerks in all courtrooms hearing cases involving debt collection matters.

Last year's coalition position: Remove all pre-judgement requirements (i.e., no attachment to summons), and simplify.

II. Post Judgement Interest Rate

Last year: HB 5487 (Currie)

Old bill: Reduce post-judgement interest to 2% for judgements under \$50,000 (current law is 9% unless the debtor is a government entity). Excludes bodily injury or death.

New proposal: Reduce post-judgement interest to 2% for judgements under \$25,000 with same exceptions.

Last year's coalition position: Reduce post judgement interest from 9% to 7%.

III. Wage Garnishment

Last year: HB 5485 (Guzzardi)

Old bill: Change the wages subject to collection from the lesser of 1) 10% (from 15%) of gross weekly wages; and (2) the amount by which disposable earnings for a week exceeds 60 times the minimum wage (from current 45 times minimum wage).

New proposal: Establish the wages *protected from collection* to 1) the *greater* of 90% of gross weekly earnings or (2) 60 times the minimum wage.

Last year's coalition position: Non-starter

IV. Homestead Exemption

Last year: HB 5486 (Currie)

Old Bill: Increase homestead exemption from current \$15,000 to \$150,000. If 2 or more individuals own the property that is exempt from homestead, the value of the exemption of each individual may not exceed his or her proportionate share of \$200,000 (up from current \$30,000).

New proposal: Unchanged

Last year's coalition position: Increase homestead exemption from \$15,000 to \$20,000 to reflect inflation based upon the CPI.

V. Personal Property, Motor Vehicles, etc.

Last year: HB 5480 (Mitchell)

Old bill: (i) Increase equity interest in other property from current \$4000 to \$50,000.
(ii) Increase equity interest in a car from current \$2400 to \$10,000.
(iii) Increase tools of trade exemption from current \$1500 to \$5000

New proposal: (i) Increase equity interest in other property from \$4000 to *\$15,000*.
(ii) Increase equity interest in a car from \$2400 to *\$7,500*
(iii) Increase tools of trade exemption from \$1500 to *\$3,000*.

Last year's coalition position: Non-starter

VI. Automatic Wildcard

Last year: HB 5480

Old Bill: Added a new Section K to the personal property exemption section to exempt \$4000 in each checking or savings account held by the debtor until: 1) a hearing has been held; and (2) the debtor has been given a reasonable opportunity to indicate to which personal property he or she seeks to apply the exemption for other property, at which time the debtor may protect up to \$4000 of equity in any personal property, and the funds in a checking or savings account will either remain protected or be subject to garnishment. Provides that upon receiving a citation to discover assets, a financial institution shall not freeze the debtor's access or turn over to the judgment creditor the amount in the debtor's account that is \$4000 or less, but shall inform the court and the judgment creditor of the exempt amount.

New Proposal: Adds new Section (k). Rather than exempting \$4000 in each account, subject to the provisions contained in the old bill, the new Section makes no reference to a specific dollar amount, but begins the Section with the following:

(new Section k) An amount not to exceed the debtor's equity interest as defined by subsection (b) held by the debtor in each and every checking or savings account.

(Section (b) exemptions are those listed above in V. Personal Property, Motor Vehicles, etc.)

Last year's Coalition Position: Non-Starter

VIII. Revival of Judgements

Last year: HB 5483 (Guzzardi)

Old Bill: Provides that a judgment may be revived by filing a petition to revive the judgment in the fifth year (instead of the seventh year after its entry, or in the seventh year after its last revival, or in the twentieth year after its entry, or at any other time within 20 years after its entry if the judgment becomes dormant). Changes the limitations period for the enforcement of certain judgments from 7 to 5 years.

New Proposal: Same as last year, but adds the following language to (b):

"The revival shall be effective only if citation proceedings in accordance with 735 ILCS 5/2-1402 were initiated within one year of the judgment being entered."

Last year's coalition position: Extend the judgment period to 15 years with no revival.

FULL TEXT OF HOUSE BILL 281

101ST GENERAL ASSEMBLY
State of Illinois
2019 and 2020
HB0281

Introduced by Rep. Will Guzzardi

SYNOPSIS AS INTRODUCED:

735 ILCS 5/2-201.5 new	
735 ILCS 5/2-1303	from Ch. 110, par. 2-1303
735 ILCS 5/2-1602	
735 ILCS 5/12-108	from Ch. 110, par. 12-108
735 ILCS 5/12-109	from Ch. 110, par. 12-109
735 ILCS 5/12-803	from Ch. 110, par. 12-803
735 ILCS 5/12-901	from Ch. 110, par. 12-901
735 ILCS 5/12-1001	from Ch. 110, par. 12-1001
815 ILCS 205/4.06 new	

Amends the Code of Civil Procedure. Provides that a summons issued in an action to collect a debt shall include a separate notice containing specified language regarding debtor rights. Provides that the clerk of the court shall cause the notice to be posted in courtrooms or in the hallway in front of courtrooms and be available for distribution in all courtrooms hearing cases involving debt collection matters. Provides that a judgment may be revived by filing a petition to revive the judgment in the fifth year after its entry (instead of the seventh year after its entry, or in the seventh year after its last revival, or in the twentieth year after its entry, or at any other time within 20 years after its entry if the judgment becomes dormant). Provides that a petition to revive the judgment may be granted only if citation proceedings were initiated within one year of the judgment being entered. Changes the limitations period for the enforcement of certain judgments from 7 to 5 years. Makes changes in provisions governing: wages subject to garnishment; the homestead exemption from judgments; and personal property exempt from judgments. Amends the Interest Act. Provides that consumer debt judgments of \$25,000 or less shall draw interest at a rate of 2% per annum. Effective immediately.

LRB101 00385 LNS 45391 b

A BILL FOR

HB0281

LRB101 00385 LNS 45391 b

1 AN ACT concerning civil law.

2 Be it enacted by the People of the State of Illinois,
3 represented in the General Assembly:

4 Section 5. The Code of Civil Procedure is amended by
5 changing Sections 2-1303, 2-1602, 12-108, 12-109, 12-803,
6 12-901, and 12-1001, and by adding Section 2-201.5 as follows:

7 (735 ILCS 5/2-201.5 new)

8 Sec. 2-201.5. Debtor notice.

9 (a) A summons issued in an action to collect a debt shall
10 include a separate notice containing the following language
11 printed prominently in large font:

12 "IF YOU OWE A DEBT, YOU HAVE RIGHTS

13 You Can PROTECT:

14 Your Social Security

15 Your SSI

16 Your Public Benefits

17 Your Veterans Benefits

18 Your Retirement Benefits

19 \$7,500 in Equity in a Motor Vehicle

20 \$150,000 to \$200,000 in Equity in your Home

21 \$15,000 in your Bank Account

22 You Can STOP:

23 Phone Calls from Debt Collectors

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1 Verbal Abuse from Debt Collectors

2 Threats from Debt Collectors

3 You Have the RIGHT:

4 To Privacy
5 To Have the Court Review Any Agreement to Settle
6 Your Case
7 To Ask for a Reasonable Payment Plan".

8 (b) The clerk of the court, in consultation with civil
9 legal service providers who service the applicable judicial
10 circuit, shall compile a list of civil legal service providers,
11 including their addresses and telephone numbers, and make the
12 list available to the public. The notice in subsection (a)
13 shall include the list of civil legal service providers
14 compiled by the clerk of the court.

15 (c) The clerk of the court shall cause the notice in
16 subsection (a) to be posted in courtrooms or in the hallway in
17 front of courtrooms and be available for distribution in all
18 courtrooms hearing cases involving debt collection matters.

19 (735 ILCS 5/2-1303) (from Ch. 110, par. 2-1303)

20 Sec. 2-1303. Interest on judgment. Except as provided in
21 Section 4.06 of the Interest Act, judgments ~~Judgments~~ recovered
22 in any court shall draw interest at the rate of 9% per annum
23 from the date of the judgment until satisfied or 6% per annum
24 when the judgment debtor is a unit of local government, as
25 defined in Section 1 of Article VII of the Constitution, a

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1 school district, a community college district, or any other
2 governmental entity. When judgment is entered upon any award,
3 report or verdict, interest shall be computed at the above
4 rate, from the time when made or rendered to the time of
5 entering judgment upon the same, and included in the judgment.
6 Interest shall be computed and charged only on the unsatisfied
7 portion of the judgment as it exists from time to time. The
8 judgment debtor may by tender of payment of judgment, costs and
9 interest accrued to the date of tender, stop the further
10 accrual of interest on such judgment notwithstanding the
11 prosecution of an appeal, or other steps to reverse, vacate or
12 modify the judgment.

13 (Source: P.A. 85-907.)

14 (735 ILCS 5/2-1602)

15 Sec. 2-1602. Revival of judgment.

16 (a) A judgment may be revived by filing a petition to
17 revive the judgment in the fifth ~~seventh~~ year after its entry,
18 ~~or in the seventh year after its last revival, or in the~~
19 ~~twentieth year after its entry, or at any other time within 20~~
20 ~~years after its entry if the judgment becomes dormant~~ and by
21 serving the petition and entering a court order for revival as
22 provided in the following subsections. The provisions of Public
23 Act 96-305 ~~this amendatory Act of the 96th General Assembly~~ are
24 declarative of existing law.

25 (b) A petition to revive a judgment shall be filed in the

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1 original case in which the judgment was entered. The petition
2 shall include a statement as to the original date and amount of
3 the judgment, court costs expended, accrued interest, and
4 credits to the judgment, if any. The petition to revive the
5 judgment may be granted only if citation proceedings under
6 Section 2-1402 were initiated within one year of the judgment
7 being entered.

8 (c) Service of notice of the petition to revive a judgment
9 shall be made in accordance with Supreme Court Rule 106.

10 (d) An order reviving a judgment shall be for the original
11 amount of the judgment. The plaintiff may recover interest and
12 court costs from the date of the original judgment. Credits to
13 the judgment shall be reflected by the plaintiff in
14 supplemental proceedings or execution.

15 (e) If a judgment debtor has filed for protection under the
16 United States Bankruptcy Code and failed to successfully
17 adjudicate and remove a lien filed by a judgment creditor, then
18 the judgment may be revived only as to the property to which a
19 lien attached before the filing of the bankruptcy action.

20 (f) A judgment may be revived as to fewer than all judgment
21 debtors, and such order for revival of judgment shall be final,

22 appealable, and enforceable.

23 (g) This Section does not apply to a child support judgment
24 or to a judgment recovered in an action for damages for an
25 injury described in Section 13-214.1, which need not be revived
26 as provided in this Section and which may be enforced at any

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1 time as provided in Section 12-108.

2 (h) If a judgment becomes dormant during the pendency of an
3 enforcement proceeding against wages under Part 14 of this
4 Article or under Article XII, the enforcement may continue to
5 conclusion without revival of the underlying judgment so long
6 as the enforcement is done under court supervision and includes
7 a wage deduction order or turn over order and is against an
8 employer, garnishee, or other third party respondent.

9 (Source: P.A. 98-557, eff. 1-1-14; 99-744, eff. 8-5-16.)

10 (735 ILCS 5/12-108) (from Ch. 110, par. 12-108)

11 Sec. 12-108. Limitation on enforcement.

12 (a) Except as herein provided, no judgment shall be
13 enforced after the expiration of 5 ~~7~~ years from the time the
14 same is rendered, except upon the revival of the same by a
15 proceeding provided by Section 2-1601 of this Act; but real
16 estate, levied upon within the 5 ~~7~~ years, may be sold to
17 enforce the judgment at any time within one year after the
18 expiration of the 5 ~~7~~ years. A judgment recovered in an action
19 for damages for an injury described in Section 13-214.1 may be
20 enforced at any time. Child support judgments, including those
21 arising by operation of law, may be enforced at any time.

22 (b) No judgment shall be enforced against a police officer
23 employed by a municipality if the corporate authority of the
24 municipality files with the clerk of the court in which the
25 judgment was entered a statement certifying: (1) such police

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1 officer was employed by the municipality and was within the
2 scope and course of his employment at the time of the
3 occurrence giving rise to the action in which the judgment is
4 entered and (2) the municipality indemnifies the police officer
5 in the amount of the judgment and interest thereon. In such
6 event, the judgment creditor may enforce the judgment against
7 the municipality in the same manner and to the same extent as
8 if the municipality were the judgment debtor.
9 (Source: P.A. 90-18, eff. 7-1-97.)

10 (735 ILCS 5/12-109) (from Ch. 110, par. 12-109)
11 Sec. 12-109. Interest on judgments.

12 (a) Except as provided in Section 4.06 of the Interest Act,
13 every ~~Every~~ judgment except those arising by operation of law
14 from child support orders shall bear interest thereon as
15 provided in Section 2-1303.

16 (b) Every judgment arising by operation of law from a child
17 support order shall bear interest as provided in this
18 subsection. The interest on judgments arising by operation of
19 law from child support orders shall be calculated by applying
20 one-twelfth of the current statutory interest rate as provided
21 in Section 2-1303 to the unpaid child support balance as of the
22 end of each calendar month. The unpaid child support balance at
23 the end of the month is the total amount of child support
24 ordered, excluding the child support that was due for that
25 month to the extent that it was not paid in that month and

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1 including judgments for retroactive child support, less all
2 payments received and applied as set forth in this subsection.
3 The accrued interest shall not be included in the unpaid child
4 support balance when calculating interest at the end of the
5 month. The unpaid child support balance as of the end of each
6 month shall be determined by calculating the current monthly
7 child support obligation and applying all payments received for
8 that month, except federal income tax refund intercepts, first
9 to the current monthly child support obligation and then

10 applying any payments in excess of the current monthly child
11 support obligation to the unpaid child support balance owed
12 from previous months. The current monthly child support
13 obligation shall be determined from the document that
14 established the support obligation. Federal income tax refund
15 intercepts and any payments in excess of the current monthly
16 child support obligation shall be applied to the unpaid child
17 support balance. Any payments in excess of the current monthly
18 child support obligation and the unpaid child support balance
19 shall be applied to the accrued interest on the unpaid child
20 support balance. Interest on child support obligations may be
21 collected by any means available under State law for the
22 collection of child support judgments.
23 (Source: P.A. 98-563, eff. 8-27-13.)

24 (735 ILCS 5/12-803) (from Ch. 110, par. 12-803)
25 Sec. 12-803. Wages subject to collection.

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1 (a) The wages, salary, commissions and bonuses protected
2 from subject to collection under a deduction order, for any
3 work week shall be the greater of: ~~lesser of (1) 15%~~
4 (1) 90% of such gross amount paid for that week; or
5 (2) the amount by which disposable earnings for a week
6 exceed 60 ~~45~~ times the Federal Minimum Hourly Wage
7 prescribed by Section 206(a)(1) of Title 29 of the United
8 States Code, as amended, or, under a wage deduction summons
9 served on or after January 1, 2006, the minimum hourly wage
10 prescribed by Section 4 of the Minimum Wage Law, whichever
11 is greater, in effect at the time the amounts are payable.
12 (b) This Section provision (and no other) applies
13 irrespective of the place where the compensation was earned or
14 payable and the State where the employee resides. No amounts
15 required by law to be withheld may be taken from the amount
16 collected by the creditor. The term "disposable earnings" means
17 that part of the earnings of any individual remaining after the
18 deduction from those earnings of any amounts required by law to

19 be withheld. "Deduction from those earnings" includes, but is
20 not limited to, deductions for health insurance, deductions for
21 transportation, and pre-tax flexible spending deductions.
22 (Source: P.A. 94-306, eff. 1-1-06; 95-661, eff. 1-1-08.)

23 (735 ILCS 5/12-901) (from Ch. 110, par. 12-901)
24 Sec. 12-901. Amount. Every individual is entitled to an
25 estate of homestead to the extent in value of \$150,000 ~~\$15,000~~

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1 of his or her interest in a farm or lot of land and buildings
2 thereon, a condominium, or personal property, owned or rightly
3 possessed by lease or otherwise and occupied by him or her as a
4 residence, or in a cooperative that owns property that the
5 individual uses as a residence. That homestead and all right in
6 and title to that homestead is exempt from attachment,
7 judgment, levy, or judgment sale for the payment of his or her
8 debts or other purposes and from the laws of conveyance,
9 descent, and legacy, except as provided in this Code or in
10 Section 20-6 of the Probate Act of 1975. This Section is not
11 applicable between joint tenants or tenants in common but it is
12 applicable as to any creditors of those persons. If 2 or more
13 individuals own property that is exempt as a homestead, the
14 value of the exemption of each individual may not exceed his or
15 her proportionate share of \$200,000 ~~\$30,000~~ based upon
16 percentage of ownership.
17 (Source: P.A. 94-293, eff. 1-1-06.)

18 (735 ILCS 5/12-1001) (from Ch. 110, par. 12-1001)
19 Sec. 12-1001. Personal property exempt. The following
20 personal property, owned by the debtor, is exempt from
21 judgment, attachment, or distress for rent:

- 22 (a) The necessary wearing apparel, bible, school
23 books, and family pictures of the debtor and the debtor's
24 dependents;
25 (b) The debtor's equity interest, not to exceed \$15,000

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1 ~~\$4,000~~ in value, in any other property;

2 (c) The debtor's equity interest, not to exceed \$7,500
3 ~~\$2,400~~ in value, in any one motor vehicle;

4 (d) The debtor's equity interest, not to exceed \$3,000
5 ~~\$1,500~~ in value, in any implements, professional books, or
6 tools of the trade of the debtor;

7 (e) Professionally prescribed health aids for the
8 debtor or a dependent of the debtor;

9 (f) All proceeds payable because of the death of the
10 insured and the aggregate net cash value of any or all life
11 insurance and endowment policies and annuity contracts
12 payable to a wife or husband of the insured, or to a child,
13 parent, or other person dependent upon the insured, or to a
14 revocable or irrevocable trust which names the wife or
15 husband of the insured or which names a child, parent, or
16 other person dependent upon the insured as the primary
17 beneficiary of the trust, whether the power to change the
18 beneficiary is reserved to the insured or not and whether
19 the insured or the insured's estate is a contingent
20 beneficiary or not;

21 (g) The debtor's right to receive:

22 (1) a social security benefit, unemployment
23 compensation, or public assistance benefit;

24 (2) a veteran's benefit;

25 (3) a disability, illness, or unemployment
26 benefit; and

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1 (4) alimony, support, or separate maintenance, to
2 the extent reasonably necessary for the support of the
3 debtor and any dependent of the debtor.

4 (h) The debtor's right to receive, or property that is
5 traceable to:

6 (1) an award under a crime victim's reparation law;

7 (2) a payment on account of the wrongful death of

8 an individual of whom the debtor was a dependent, to
9 the extent reasonably necessary for the support of the
10 debtor;

11 (3) a payment under a life insurance contract that
12 insured the life of an individual of whom the debtor
13 was a dependent, to the extent reasonably necessary for
14 the support of the debtor or a dependent of the debtor;

15 (4) a payment, not to exceed \$15,000 in value, on
16 account of personal bodily injury of the debtor or an
17 individual of whom the debtor was a dependent; and

18 (5) any restitution payments made to persons
19 pursuant to the federal Civil Liberties Act of 1988 and
20 the Aleutian and Pribilof Island Restitution Act, P.L.
21 100-383.

22 For purposes of this subsection (h), a debtor's right
23 to receive an award or payment shall be exempt for a
24 maximum of 2 years after the debtor's right to receive the
25 award or payment accrues; property traceable to an award or
26 payment shall be exempt for a maximum of 5 years after the

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1 award or payment accrues; and an award or payment and
2 property traceable to an award or payment shall be exempt
3 only to the extent of the amount of the award or payment,
4 without interest or appreciation from the date of the award
5 or payment.

6 (i) The debtor's right to receive an award under Part
7 20 of Article II of this Code relating to crime victims'
8 awards.

9 (j) Moneys held in an account invested in the Illinois
10 College Savings Pool of which the debtor is a participant
11 or donor and funds invested in an ABLE Account as defined
12 by Section 529 of the Internal Revenue Code, except the
13 following non-exempt contributions:

14 (1) any contribution to such account by the debtor
15 as participant or donor that is made with the actual
16 intent to hinder, delay, or defraud any creditor of the

17 debtor;

18 (2) any contributions to such account by the debtor
19 as participant during the 365 day period prior to the
20 date of filing of the debtor's petition for bankruptcy
21 that, in the aggregate during such period, exceed the
22 amount of the annual gift tax exclusion under Section
23 2503(b) of the Internal Revenue Code of 1986, as
24 amended, in effect at the time of contribution; or

25 (3) any contributions to such account by the debtor
26 as participant during the period commencing 730 days

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1 prior to and ending 366 days prior to the date of
2 filing of the debtor's petition for bankruptcy that, in
3 the aggregate during such period, exceed the amount of
4 the annual gift tax exclusion under Section 2503(b) of
5 the Internal Revenue Code of 1986, as amended, in
6 effect at the time of contribution.

7 For purposes of this subsection (j), "account"
8 includes all accounts for a particular designated
9 beneficiary, of which the debtor is a participant or donor.

10 (k) In each checking or savings account held by the
11 debtor, an amount not to exceed \$4,000, until:

12 (1) a hearing has been held; and

13 (2) the debtor has been given a reasonable
14 opportunity to indicate to which personal property he
15 or she seeks to apply the exemption in subsection (b),
16 at which time the debtor may protect up to \$15,000 of
17 equity in any personal property, and the funds in a
18 checking or savings account will either remain
19 protected or be subject to garnishment.

20 Upon receiving a citation to discover assets, a
21 financial institution shall not freeze the debtor's access
22 or turn over to the judgment creditor the amount in the
23 debtor's account that is \$15,000 or less, but shall inform
24 the court and the judgment creditor of the exempt amount.
25 Any funds disbursed prior to the hearing that is not exempt

26 under this Section may be recovered if the disbursement was

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1 a fraudulent transfer.

2 (1) Money due the debtor from the sale of any personal
3 property that was exempt from judgment, attachment, or distress
4 for rent at the time of the sale is exempt from attachment and
5 garnishment to the same extent that the property would be
6 exempt had the same not been sold by the debtor.

7 If a debtor owns property exempt under this Section and he
8 or she purchased that property with the intent of converting
9 nonexempt property into exempt property or in fraud of his or
10 her creditors, that property shall not be exempt from judgment,
11 attachment, or distress for rent. Property acquired within 6
12 months of the filing of the petition for bankruptcy shall be
13 presumed to have been acquired in contemplation of bankruptcy.

14 The personal property exemptions set forth in this Section
15 shall apply only to individuals and only to personal property
16 that is used for personal rather than business purposes. The
17 personal property exemptions set forth in this Section shall
18 not apply to or be allowed against any money, salary, or wages
19 due or to become due to the debtor that are required to be
20 withheld in a wage deduction proceeding under Part 8 of this
21 Article XII.

22 (Source: P.A. 100-922, eff. 1-1-19.)

23 Section 10. The Interest Act is amended by adding Section
24 4.06 as follows:

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1 (815 ILCS 205/4.06 new)

2 Sec. 4.06. Interest on judgments arising out of consumer
3 debt.

4 (a) As used in this Section:

5 "Consumer debt" means money or property, or the
6 equivalent, due or owing or alleged to be due or owing from
7 a natural person by reason of a transaction in which
8 property, service, or money is acquired by that natural
9 person primarily for personal, family, or household
10 purposes.

11 "Consumer debt judgment" means a judgment recovered in
12 any court against one or more natural persons arising out
13 of consumer debt. "Consumer debt judgment" does not include
14 any compensation for bodily injury or death.

15 (b) Notwithstanding Sections 2-1303 and 12-109 of the Code
16 of Civil Procedure, consumer debt judgments of \$25,000 or less
17 shall draw interest from the date of the judgment until
18 satisfied at the rate of 2% per annum.

19 (c) When a consumer debt judgment is entered upon any
20 award, report, or verdict, interest shall be computed at the
21 applicable rate, from the time when made or rendered to the
22 time of entering judgment upon the same, and included in the
23 judgment. Interest shall be computed and charged only on the
24 unsatisfied portion of the consumer debt judgment as it exists
25 from time to time. The judgment debtor may, by tender of
26 payment of judgment, costs, and interest accrued to the date of

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1 tender, stop the further accrual of interest on the consumer
2 debt judgment, notwithstanding the prosecution of an appeal, or
3 other steps to reverse, vacate, or modify the judgment.

4 (d) This Section applies to all consumer debt judgments
5 entered after the effective date of this amendatory Act of the
6 101st General Assembly.

7 Section 99. Effective date. This Act takes effect upon
8 becoming law.

OTHER LEGISLATIVE BILLS

Legislative Information System
 101st General Assembly
 All Bills (Bill Order)
 Creditor's Bar

1/18/2019
 7:47:01 AM

Both Chambers

HB 20

Short Description: MIN WAGE-\$15 PER HOUR

House Sponsors

Rep. Mary E. Flowers

Synopsis As Introduced

Amends the Minimum Wage Law. Increases the minimum wage to \$15 per hour on October 1, 2019. Effective immediately.

Last Action

Date	Chamber	Action
1/9/2019	House	Referred to Rules Committee

HB 39

Short Description: CIV PRO-BILL OF PARTICULARS

House Sponsors

Rep. André Thapedi

Synopsis As Introduced

Amends the Code of Civil Procedure. Provides that if the pleader does not file and serve a bill of particulars within 28 days of the demand, or if the bill of particulars delivered is insufficient, the court may, among other things, award attorney's fees and costs. Provides a 28-day deadline for moving that a demand for a bill of particulars be denied or modified.

Last Action

Date	Chamber	Action
1/9/2019	House	Referred to Rules Committee

HB 164

Short Description: CIV PRO-VENUE; TORT LIABILITY

House Sponsors

Rep. Thomas M. Bennett

Synopsis As Introduced

Amends the Code of Civil Procedure. Deletes a provision authorizing an action to be commenced in any

county if all defendants are nonresidents of this State. Limits venue for actions against corporations, partnerships, and insurance companies. Provides that in actions in which no party is a resident of this State and over which another forum has jurisdiction, the court shall, upon motion, dismiss the action subject to specified conditions. Provides that joint and several liability attaches when a defendant is found to be 50%, rather than 25%, at fault. Limits amounts recovered for medical care, treatment, or services and caretaking expenses to the amounts actually paid for those expenses regardless of the amounts initially billed.

Last Action

Date	Chamber	Action
1/9/2019	House	Referred to Rules Committee

HB 281

Short Description: CIV PRO-DEBTOR PROTECTION

House Sponsors
Rep. Will Guzzardi

Synopsis As Introduced

Amends the Code of Civil Procedure. Provides that a summons issued in an action to collect a debt shall include a separate notice containing specified language regarding debtor rights. Provides that the clerk of the court shall cause the notice to be posted in courtrooms or in the hallway in front of courtrooms and be available for distribution in all courtrooms hearing cases involving debt collection matters. Provides that a judgment may be revived by filing a petition to revive the judgment in the fifth year after its entry (instead of the seventh year after its entry, or in the seventh year after its last revival, or in the twentieth year after its entry, or at any other time within 20 years after its entry if the judgment becomes dormant). Provides that a petition to revive the judgment may be granted only if citation proceedings were initiated within one year of the judgment being entered. Changes the limitations period for the enforcement of certain judgments from 7 to 5 years. Makes changes in provisions governing: wages subject to garnishment; the homestead exemption from judgments; and personal property exempt from judgments. Amends the Interest Act. Provides that consumer debt judgments of \$25,000 or less shall draw interest at a rate of 2% per annum. Effective immediately.

Last Action

Date	Chamber	Action
1/10/2019	House	Referred to Rules Committee

Totals: 4 - (House Bills: 4) (Senate Bills: 0) (Other Bills: 0)



Original text

Contribute a better translation

THE CURRENT STATUTORY PROVISIONS

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 735. Civil Procedure
Act 5. Code of Civil Procedure (Refs & Annos)
Article II. Civil Practice (Refs & Annos)
Part 6. Pleading (Refs & Annos)

735 ILCS 5/2-607
Formerly cited as IL ST CH 110 ¶2-607

5/2-607. Bills of particulars

Currentness

§ 2-607. Bills of particulars. (a) Within the time a party is to respond to a pleading, that party may, if allegations are so wanting in details that the responding party should be entitled to a bill of particulars, file and serve a notice demanding it. The notice shall point out specifically the defects complained of or the details desired. The pleader shall have 28 days to file and serve the bill of particulars, and the party who requested the bill shall have 28 days to plead after being served with the bill.

(b) If the pleader does not file and serve a bill of particulars within 28 days of the demand, or if the bill of particulars delivered is insufficient, the court may, on motion and in its discretion, strike the pleading, allow further time to furnish the bill of particulars or require a more particular bill to be filed and served.

(c) If a bill of particulars, in an action based on a contract, contains the statement of items of indebtedness and is verified by oath, the items thereof are admitted except in so far as the opposite party files an affidavit specifically denying them, and as to each item denied states the facts upon which the denial is based, unless the affidavit is excused by the court.

(d) If the party on whom a demand for a bill of particulars has been made believes that the party demanding it is not entitled to the particulars asked for, he or she may move the court that the demand be denied or modified.

Credits

P.A. 82-280, § 2-607, eff. July 1, 1982. Amended by P.A. 83-707, § 1, eff. Sept. 23, 1983; P.A. 86-646, § 1, eff. Sept. 1, 1989.

Formerly Ill.Rev.Stat.1991, ch. 110, ¶ 2-607.

Notes of Decisions (93)

735 I.L.C.S. 5/2-607, IL ST CH 735 § 5/2-607
Current through P.A. 100-1179 of the 2018 Reg. Sess.

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 735. Civil Procedure
Act 5. Code of Civil Procedure (Refs & Annos)
Article XII. Judgments--Enforcement
Part 8. Wage Deductions (Refs & Annos)

735 ILCS 5/12-803
Formerly cited as IL ST CH 110 ¶12-803

5/12-803. Wages subject to collection

Effective: January 1, 2008
Currentness

§ 12-803. Wages subject to collection. The wages, salary, commissions and bonuses subject to collection under a deduction order, for any work week shall be the lesser of (1) 15% of such gross amount paid for that week or (2) the amount by which disposable earnings for a week exceed 45 times the Federal Minimum Hourly Wage prescribed by Section 206(a) (1) of Title 29 of the United States Code, as amended, or, under a wage deduction summons served on or after January 1, 2006, the minimum hourly wage prescribed by Section 4 of the Minimum Wage Law, whichever is greater, in effect at the time the amounts are payable. This provision (and no other) applies irrespective of the place where the compensation was earned or payable and the State where the employee resides. No amounts required by law to be withheld may be taken from the amount collected by the creditor. The term "disposable earnings" means that part of the earnings of any individual remaining after the deduction from those earnings of any amounts required by law to be withheld.

Credits

P.A. 82-280, § 12-803, eff. July 1, 1982. Amended by P.A. 85-187, § 1, eff. Aug. 21, 1987; P.A. 87-569, § 1, eff. Jan. 1, 1992; P.A. 94-306, § 5, eff. Jan. 1, 2008; P.A. 95-661, § 5, eff. Jan. 1, 2008.

Formerly Ill.Rev.Stat.1991, ch. 110, ¶ 12-803.

Notes of Decisions (92)

735 I.L.C.S. 5/12-803, IL ST CH 735 § 5/12-803
Current through P.A. 100-1179 of the 2018 Reg. Sess.

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 735. Civil Procedure
Act 5. Code of Civil Procedure (Refs & Annos)
Article XII. Judgments--Enforcement
Part 10. Exemption of Personal Property (Refs & Annos)

735 ILCS 5/12-1001
Formerly cited as IL ST CH 110 ¶12-1001

5/12-1001. Personal property exempt

Effective: January 1, 2019
Currentness

§ 12-1001. Personal property exempt. The following personal property, owned by the debtor, is exempt from judgment, attachment, or distress for rent:

- (a) The necessary wearing apparel, bible, school books, and family pictures of the debtor and the debtor's dependents;
- (b) The debtor's equity interest, not to exceed \$4,000 in value, in any other property;
- (c) The debtor's interest, not to exceed \$2,400 in value, in any one motor vehicle;
- (d) The debtor's equity interest, not to exceed \$1,500 in value, in any implements, professional books, or tools of the trade of the debtor;
- (e) Professionally prescribed health aids for the debtor or a dependent of the debtor;
- (f) All proceeds payable because of the death of the insured and the aggregate net cash value of any or all life insurance and endowment policies and annuity contracts payable to a wife or husband of the insured, or to a child, parent, or other person dependent upon the insured, or to a revocable or irrevocable trust which names the wife or husband of the insured or which names a child, parent, or other person dependent upon the insured as the primary beneficiary of the trust, whether the power to change the beneficiary is reserved to the insured or not and whether the insured or the insured's estate is a contingent beneficiary or not;
- (g) The debtor's right to receive:
 - (1) a social security benefit, unemployment compensation, or public assistance benefit;
 - (2) a veteran's benefit;

(3) a disability, illness, or unemployment benefit; and

(4) alimony, support, or separate maintenance, to the extent reasonably necessary for the support of the debtor and any dependent of the debtor.

(h) The debtor's right to receive, or property that is traceable to:

(1) an award under a crime victim's reparation law;

(2) a payment on account of the wrongful death of an individual of whom the debtor was a dependent, to the extent reasonably necessary for the support of the debtor;

(3) a payment under a life insurance contract that insured the life of an individual of whom the debtor was a dependent, to the extent reasonably necessary for the support of the debtor or a dependent of the debtor;

(4) a payment, not to exceed \$15,000 in value, on account of personal bodily injury of the debtor or an individual of whom the debtor was a dependent; and

(5) any restitution payments made to persons pursuant to the federal Civil Liberties Act of 1988¹ and the Aleutian and Pribilof Island Restitution Act, P.L. 100-383.²

For purposes of this subsection (h), a debtor's right to receive an award or payment shall be exempt for a maximum of 2 years after the debtor's right to receive the award or payment accrues; property traceable to an award or payment shall be exempt for a maximum of 5 years after the award or payment accrues; and an award or payment and property traceable to an award or payment shall be exempt only to the extent of the amount of the award or payment, without interest or appreciation from the date of the award or payment.

(i) The debtor's right to receive an award under Part 20 of Article II of this Code³ relating to crime victims' awards.

(j) Moneys held in an account invested in the Illinois College Savings Pool of which the debtor is a participant or donor and funds invested in an ABLÉ Account as defined by Section 529 of the Internal Revenue Code, except the following non-exempt contributions:

(1) any contribution to such account by the debtor as participant or donor that is made with the actual intent to hinder, delay, or defraud any creditor of the debtor;

(2) any contributions to such account by the debtor as participant during the 365 day period prior to the date of filing of the debtor's petition for bankruptcy that, in the aggregate during such period, exceed the amount of the annual gift tax exclusion under Section 2503(b) of the Internal Revenue Code of 1986, as amended, in effect at the time of contribution; or

(3) any contributions to such account by the debtor as participant during the period commencing 730 days prior to and ending 366 days prior to the date of filing of the debtor's petition for bankruptcy that, in the aggregate during such period, exceed the amount of the annual gift tax exclusion under Section 2503(b) of the Internal Revenue Code of 1986, as amended, in effect at the time of contribution.

For purposes of this subsection (j), "account" includes all accounts for a particular designated beneficiary, of which the debtor is a participant or donor.

Money due the debtor from the sale of any personal property that was exempt from judgment, attachment, or distress for rent at the time of the sale is exempt from attachment and garnishment to the same extent that the property would be exempt had the same not been sold by the debtor.

If a debtor owns property exempt under this Section and he or she purchased that property with the intent of converting nonexempt property into exempt property or in fraud of his or her creditors, that property shall not be exempt from judgment, attachment, or distress for rent. Property acquired within 6 months of the filing of the petition for bankruptcy shall be presumed to have been acquired in contemplation of bankruptcy.

The personal property exemptions set forth in this Section shall apply only to individuals and only to personal property that is used for personal rather than business purposes. The personal property exemptions set forth in this Section shall not apply to or be allowed against any money, salary, or wages due or to become due to the debtor that are required to be withheld in a wage deduction proceeding under Part 8 of this Article XII.⁴

Credits

P.A. 82-280, § 12-1001, eff. July 1, 1982. Amended by P.A. 82-783, Art. III, § 43, eff. July 13, 1982; P.A. 83-707, § 1, eff. Sept. 23, 1983; P.A. 83-968, § 1, eff. Dec. 2, 1983; P.A. 83-1362, Art. II, § 109, eff. Sept. 11, 1984; P.A. 86-393, § 1, eff. Aug. 30, 1989; P.A. 87-565, § 2, eff. Sept. 17, 1991; P.A. 87-569, § 1, eff. Jan. 1, 1992; P.A. 87-895, Art. 2, § 2-50, eff. Aug. 14, 1992; P.A. 88-378, § 10, eff. Aug. 17, 1993; P.A. 89-686, Art. 10, § 10-5, eff. Dec. 31, 1996; P.A. 94-293, § 5, eff. Jan. 1, 2006; P.A. 95-306, § 10, eff. Jan. 1, 2008; P.A. 97-1030, § 5, eff. Aug. 17, 2012; P.A. 100-922, § 5, eff. Jan. 1, 2019.

Formerly Ill.Rev.Stat.1991, ch. 110, ¶ 12-1001.

Notes of Decisions (307)

Footnotes

1 50 App. U.S.C.A. § 1989b et seq.

2 50 App. U.S.C.A. § 1989c et seq.

3 735 ILCS 5/2-2001 et seq.

4 735 ILCS 5/12-801 et seq.

735 I.L.C.S. 5/12-1001, IL ST CH 735 § 5/12-1001

Current through P.A. 100-1179 of the 2018 Reg. Sess.

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 735. Civil Procedure
Act 5. Code of Civil Procedure (Refs & Annos)
Article XII. Judgments--Enforcement
Part 9. Exemption of Homestead (Refs & Annos)

735 ILCS 5/12-901
Formerly cited as IL ST CH 110 ¶ 12-901

5/12-901. Amount

Effective: January 1, 2006
Currentness

§ 12-901. Amount. Every individual is entitled to an estate of homestead to the extent in value of \$15,000 of his or her interest in a farm or lot of land and buildings thereon, a condominium, or personal property, owned or rightly possessed by lease or otherwise and occupied by him or her as a residence, or in a cooperative that owns property that the individual uses as a residence. That homestead and all right in and title to that homestead is exempt from attachment, judgment, levy, or judgment sale for the payment of his or her debts or other purposes and from the laws of conveyance, descent, and legacy, except as provided in this Code or in Section 20-6 of the Probate Act of 1975.¹ This Section is not applicable between joint tenants or tenants in common but it is applicable as to any creditors of those persons. If 2 or more individuals own property that is exempt as a homestead, the value of the exemption of each individual may not exceed his or her proportionate share of \$30,000 based upon percentage of ownership.

Credits

P.A. 82-280, § 12-901, eff. July 1, 1982. Amended by P.A. 82-783, Art. III, § 43, eff. July 13, 1982; P.A. 83-707, § 1, eff. Sept. 23, 1983; P.A. 88-672, § 25, eff. Dec. 14, 1994; P.A. 94-293, § 5, eff. Jan. 1, 2006.

Formerly Ill.Rev.Stat.1991, ch. 110, ¶ 12-901.

Notes of Decisions (556)

Footnotes

¹ 755 ILCS 5/20-6.

735 I.L.C.S. 5/12-901, IL ST CH 735 § 5/12-901

Current through P.A. 100-1179 of the 2018 Reg. Sess.

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 735. Civil Procedure
Act 5. Code of Civil Procedure (Refs & Annos)
Article II. Civil Practice (Refs & Annos)
Part 13. Judgment

735 ILCS 5/2-1303
Formerly cited as IL ST CH 110 ¶2-1303

5/2-1303. Interest on judgment

Currentness

§ 2-1303. Interest on judgment. Judgments recovered in any court shall draw interest at the rate of 9% per annum from the date of the judgment until satisfied or 6% per annum when the judgment debtor is a unit of local government, as defined in Section 1 of Article VII of the Constitution, a school district, a community college district, or any other governmental entity. When judgment is entered upon any award, report or verdict, interest shall be computed at the above rate, from the time when made or rendered to the time of entering judgment upon the same, and included in the judgment. Interest shall be computed and charged only on the unsatisfied portion of the judgment as it exists from time to time. The judgment debtor may by tender of payment of judgment, costs and interest accrued to the date of tender, stop the further accrual of interest on such judgment notwithstanding the prosecution of an appeal, or other steps to reverse, vacate or modify the judgment.

Credits

P.A. 82-280, § 2-1303, eff. July 1, 1982. Amended by P.A. 83-707, § 1, eff. Sept. 23, 1983; P.A. 85-907, Art. I, § 1, eff. Nov. 23, 1987.

Formerly Ill.Rev.Stat.1991, ch. 110, ¶ 2-1303.

Notes of Decisions (440)

735 I.L.C.S. 5/2-1303, IL ST CH 735 § 5/2-1303
Current through P.A. 100-1179 of the 2018 Reg. Sess.

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 735. Civil Procedure
Act 5. Code of Civil Procedure (Refs & Annos)
Article XIII. Limitations
Part 2. Personal Actions

735 ILCS 5/13-218
Formerly cited as IL ST CH 110 ¶13-218

5/13-218. Revival of judgment

Effective: August 11, 2009
Currentness

§ 13-218. Revival of judgment. A petition to revive a judgment, as provided by Section 2-1601 of this Code, may be filed no later than 20 years next after the date of entry of such judgment. The provisions of this amendatory Act of the 96th General Assembly are declarative of existing law.

Credits

P.A. 82-280, § 13-218, eff. July 1, 1982. Amended by P.A. 83-1362, Art. IV, § 20, eff. Sept. 11, 1984; P.A. 96-305, § 5, eff. Aug. 11, 2009.

Formerly Ill.Rev.Stat.1991, ch. 110, ¶ 13-218.

Notes of Decisions (81)

735 I.L.C.S. 5/13-218, IL ST CH 735 § 5/13-218
Current through P.A. 100-1179 of the 2018 Reg. Sess.

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 735. Civil Procedure
Act 5. Code of Civil Procedure (Refs & Annos)
Article II. Civil Practice (Refs & Annos)
Part 16. Revival of Judgment

735 ILCS 5/2-1602

5/2-1602. Revival of judgment

Effective: August 5, 2016
Currentness

§ 2-1602. Revival of judgment.

(a) A judgment may be revived by filing a petition to revive the judgment in the seventh year after its entry, or in the seventh year after its last revival, or in the twentieth year after its entry, or at any other time within 20 years after its entry if the judgment becomes dormant and by serving the petition and entering a court order for revival as provided in the following subsections. The provisions of this amendatory Act of the 96th General Assembly are declarative of existing law.

(b) A petition to revive a judgment shall be filed in the original case in which the judgment was entered. The petition shall include a statement as to the original date and amount of the judgment, court costs expended, accrued interest, and credits to the judgment, if any.

(c) Service of notice of the petition to revive a judgment shall be made in accordance with Supreme Court Rule 106.

(d) An order reviving a judgment shall be for the original amount of the judgment. The plaintiff may recover interest and court costs from the date of the original judgment. Credits to the judgment shall be reflected by the plaintiff in supplemental proceedings or execution.

(e) If a judgment debtor has filed for protection under the United States Bankruptcy Code¹ and failed to successfully adjudicate and remove a lien filed by a judgment creditor, then the judgment may be revived only as to the property to which a lien attached before the filing of the bankruptcy action.

(f) A judgment may be revived as to fewer than all judgment debtors, and such order for revival of judgment shall be final, appealable, and enforceable.

(g) This Section does not apply to a child support judgment or to a judgment recovered in an action for damages for an injury described in Section 13-214.1, which need not be revived as provided in this Section and which may be enforced at any time as provided in Section 12-108.

(h) If a judgment becomes dormant during the pendency of an enforcement proceeding against wages under Part 14 of this Article or under Article XII, the enforcement may continue to conclusion without revival of the underlying judgment so long as the enforcement is done under court supervision and includes a wage deduction order or turn over order and is against an employer, garnishee, or other third party respondent.

Credits

P.A. 82-280, § 2-1602, added by P.A. 92-817, § 5, eff. Aug. 21, 2002. Amended by P.A. 96-305, § 5, eff. Aug. 11, 2009; P.A. 97-350, § 5, eff. Jan. 1, 2012; P.A. 98-557, § 5, eff. Jan. 1, 2014; P.A. 99-744, § 5, eff. Aug. 5, 2016.

Notes of Decisions (11)

Footnotes

1 11 U.S.C.A. § 101 et seq.

735 I.L.C.S. 5/2-1602, IL ST CH 735 § 5/2-1602

Current through P.A. 100-1179 of the 2018 Reg. Sess.

SESSION FOUR

Diversity and Communication in the Workplace

**Cheryl Bristor-Wilson,
LCSW, CADAC, CEAP**

AFSCME Personal Support Program



Diversity and Communication in the Workplace

CHERYL BRISTOR-WILSON, LCSW,
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PROGRAM

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Diversity is the mosaic of people who bring a variety of backgrounds, styles, perspectives, values and beliefs as assets to the groups and organizations with which they interact

<https://binged.it/2pW4UkY>



Making full use of the unique skill sets of each employee

- Do I bring my “full self” to work?
- My ideas
- My opinions
- My background
- My personality
- My uniqueness

Definition of Diversity

1: Differing from one another unlike people with diverse interests

2: Composed of distinct or unlike Elements or qualities a diverse population



What is Valuing Diversity?

“Recognizing and appreciating that individuals are different, that diversity is an advantage if it is valued and well managed.”

“Diversity is not simply to be tolerated but encouraged, supported and nurtured.”





Workplace Diversity

Workplace diversity is a people issue, focused on the differences and similarities the people bring to an organization.

It is usually defined broadly to include dimensions beyond those specified legally in equal opportunity and affirmative action non-discrimination statutes.

Diversity in the Workplace:



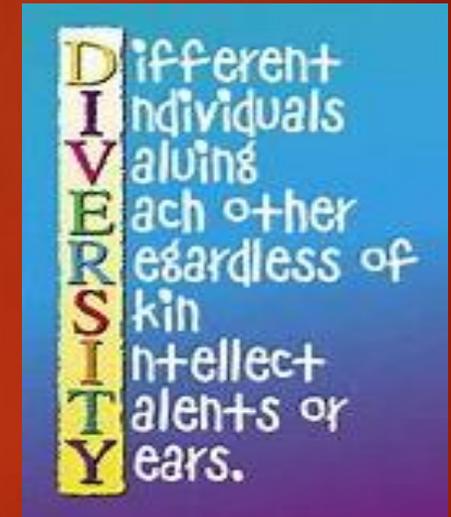
- ▶ Allows individuals to recognize, accept and respect differences among each other
- ▶ Builds stronger relationships between coworkers and clients
- ▶ Increases productivity with a broader skill and knowledge base
- ▶ Provides equal opportunities for minorities

Diversity in the Workplace

Multiple Dimensions in the Workplace

Source: Australian Multicultural Foundation

Gender	Age
Culture	Ethnicity
Regional Culture	Sexual Orientation
Mental/Physical Disabilities	Education
Religion	Language
Literacy	Work Experience
Family Status	Economic Status
Career Roles	Geographic Location
Communication Style	Work style
Learning Style	Thinking style
Personality	Ideology
Profession	Organizational culture



Challenges of Diversity

- ▶ Stereotypes & associated assumptions
- ▶ Actual cultural differences
- ▶ Exclusivity of “in-group” and / or associated access to information & relationships
- ▶ Un-written rules & double standards for success
- ▶ Lack of Communication



Failure to Address Diversity

- ▶ Impacts productivity
- ▶ Diminished morale
- ▶ Higher rates of absenteeism
- ▶ Loss of creativity
- ▶ Leaves company at a disadvantage when competing for employees.



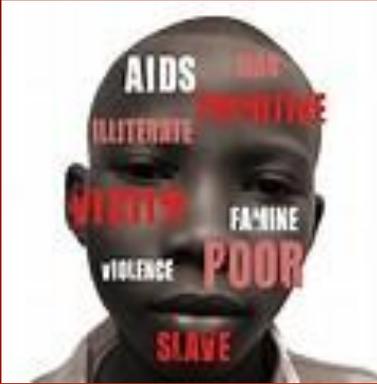
Diversity is only FAIR

- ▶ **F**eedback/communication promotes understanding, reduces conflict; and enhances productivity.
- ▶ **A**ssist others to become culturally competent; support one another we are all in this together!
- ▶ **I**nclusion should be practiced; empower employees to fully perform and participate in pursuit of the organization's mission.
- ▶ **R**espect is non-negotiable; honor the social contract

Stereotyping

- ❑ Stereotyping is an unconscious process by which individuals are viewed as members of groups, & the information we have stored in our minds about the group is ascribed to the individual.
- ❑ Stereotyping is an exaggerated belief associated with a category
- ❑ Its function is to justify / rationalize our conduct in relation to that category
- ❑ A stereotype is not necessarily a valid generalization about the group
- ❑ It is never applicable to all members of the group





Stereotypes in the Workplace: *Impact on the Organization*

- ▶ Encourage low expectations
- ▶ Encourage managers to perceive risk in employing minority groups
- ▶ Affect how jobs are assigned
- ▶ Affect how people are treated (e.g. as subordinates)
- ▶ Result in low morale / loss of energy
- ▶ Reduce motivation

Cultural competence



- ▶ Respect others opinions.
- ▶ Acknowledge cultural/generational differences and historical injustices without becoming defensive.
- ▶ Be open to learning about other cultural and ideas.
- ▶ Give others the benefit of the doubt in dispute.
- ▶ Seek first to understand others' point of views; then to be understood.
- ▶ Don't stereotype.
- ▶ Don't judge others by your own cultural standards.
- ▶ Don't assume your culture's way is the only way.
- ▶ Don't talk down to anyone; communicate effectively.

Impediments to Cross Cultural Communication



Irrational Assumptions

An irrational assumption is a belief that is founded on baseless supposition, often skewed by bias. One of the best examples is irrational assumptions are the stereotypes we formulate about people based on their association of membership with cultural or ethnic groups

Misunderstanding

Misunderstandings are a normal part of communication either because we unintentionally or intentionally use the wrong words or because we don't understand what is being said to us. To prevent misunderstanding know who you're talking to, be respectful, and be sure of what you want to say.

Prejudice



By definition. Prejudice is either a bias in favor of or against something. Such biases can of course be benign, however , those preferences having to do with people can be hurtful and cause problems especially in the workplace

Fear

Fear of change in the workplace is counterproductive, especially fear of ideas and people who are different from us

Clever story

Story that you tell yourself when you have experienced a boundary violation or an insult, which allows you not to take action as a change agent. The story lets you off the hook and justifies you not taking action



3 types of clever stories

- ▶ Victim story

“I am completely innocent and I am therefore devoid of responsibility and you are completely guilty.”

- ▶ Villain story

With this story you turn your co-worker into a total villain, assuming the worst intent. This allows you to justify giving him or her the silent treatment, rudeness, or the cold shoulder.

- ▶ Helpless story

With this story you tell yourself that there is nothing you can do to address the situation, and therefore you say and do nothing.



Helpful story



The opposite of the clever story. You are more likely to give the other person the benefit of the doubt. Less likely to assume the worst, avoid mind reading, and take action as a diversity change agent by engaging in effective dialogue

Case

- ▶ Shirley and Dave are co-workers. They developed a presentation for staff. Their plan was that each would deliver half of the presentation. During the presentation, Dave spoke first and delivered 95% of the material and quickly responded to most of the audience questions. Shirley was angered by this and has not spoken to Dave since the presentation. What are some things she might be saying to herself?
- ▶ Break into groups of 5. Use effective dialogues 1,2, 3, and 4 to describe the words Shirley and Dave should use to address this issue.



Last words to ponder

- ▶ **“When we feel a sense of belonging it is not because we are the same as everyone else, but because we have been accepted as we are.”**



SESSION FIVE

Motions to Quash and a View from Private Process Servers

Moderator

Christopher DiPlacido

In-House Counsel, American Financial Management

Panelists

Kelly Ann Kienzle

Vice President of Sales & Marketing, ATG LegalServe, Inc.

Michael Meador

CEO, Meador Investigations

Service of Process and Motions to Quash – Statutory Law, Caselaw, and Notes from the Field – By Christopher DiPlacido

- I. Personal Service – 735 ILCS 5/2-203(a)
 - A. Service of summons upon an individual defendant shall be made (1) by leaving a copy of the summons with the defendant personally
 - B. *Marnik v. Cusack* (317 Ill. 362; 148 N.E. 42 (1925))
 1. “The stability of judicial proceedings, however, requires that the return of an officer made in the due course of his official duty and under the sanction of his official oath should not be set aside merely upon the uncorroborated testimony of the person on whom the process has been served but only upon clear and satisfactory evidence.”
 2. “The only question necessary for our determination is whether the return has been impeached by such clear and satisfactory evidence as to show that the summons was not served on the plaintiff in error.”
 3. “[T]he well established rule is that the return showing service cannot be overcome by the uncorroborated testimony of the defendant. The failure of the officer making the return to remember the service is not such clear and satisfactory proof that service was to be made as to impeach the return.”
 - C. *Four Lake Management & Development Company v. Brown* (129 Ill.App.3d 680; 472 N.E.2d 1199; 84 Ill. Dec. 803 (2d Dist, 1984))
 1. “The only evidence indicating the lack of personal service on defendant Nancy Brown consists of her affidavit and testimony that she was not served with process, that she has moved from the apartment in question three weeks before the purported service was made, and that she had never returned to the premises. Defendants presented no corroboration or documentation to support her contention.”
 - D. *Freund Equipment v. Steven Fox* (301 Ill.App.#d 163; 703 N.E.2d 542; 24 Ill.Dec. 618 (2d Dist, 1998))
 1. “Defendant has not cited any case holding that a lesser standard should apply where the return of service is filed by a process server who is not a deputy sheriff. The trial court did not err in holding that defendant was required to impeach the return by clear and satisfactory evidence.”
 2. “Courts are required to indulge every presumption in favor of the return of service,” Citing *Mitchell*.

3. “[N]o requirement exists that the process server physically place the papers in defendant’s hand.”

E. *Miura v. Famous Cab Company* (107 Ill.App.3d 803; 438 N.E.2d 530; 63 Ill.Dec. 599 (1st Dist, 1982)

1. “That the return of service named Earl Anthony rather than Eric Anthony is not dispositive.”

F. *In re Jafree* (93 Ill. 2d 450; 444 N.E.2d 143; 67 Ill.Dec. 104 (1982)

1. “Eventually, Stephenson told him that he should consider himself served, and placed the documents on the respondent’s shoulder. The papers fell to the sidewalk and Stephenson then departed.”

II. Substitute Service – 735 ILCS 5/2-203(a)

A. Service of summons upon an individual defendant shall be made (2) by leaving a copy at the defendant's usual place of abode, with some person of the family or a person residing there, of the age of 13 years or upwards, and informing that person of the contents of the summons, provided the officer or other person making service shall also send a copy of the summons in a sealed envelope with postage fully prepaid, addressed to the defendant at his or her usual place of abode...

B. *Central Mortgage Company v. Kamarauli and Mourzaeva* (980 N.E.2d 745; 366 Ill.Dec. 652 (1st Dist, 2012)

1. “The issue presented here requires this court to construe the language contained in section 2-203(a) of the Code (735 ILCs 5/2/203(a)) and determine whether a family member must reside in the defendant’s household in order to accept service of process.”

III. Special Order Service – 735 ILCS 5/2-203.1

A. Service by special order of court. If service upon an individual defendant is impractical under items (1) and (2) of subsection (a) of Section 2-203, the plaintiff may move, without notice, that the court enter an order directing a comparable method of service. The motion shall be accompanied with an affidavit stating the nature and extent of the investigation made to determine the whereabouts of the defendant and the reasons why service is impractical under items (1) and (2) of subsection (a) of Section 2-203, including a specific statement showing that a diligent inquiry as to the location of the individual defendant was made and reasonable efforts to make service have been unsuccessful. The court may order service to be made in any manner consistent with due process.

B. The standard of review for a motion under 735 ILCS 5/2-203.1 is whether Plaintiff met its requirement for diligent inquiry into Defendant's whereabouts. As long as Plaintiff's motion meets the statutory requirements, service is proper as well as a money judgment.

1. In re Marriage of Schmidt (312 Ill.App.3d 360, 2d Dist, 2001)
2. United Title Insurance v. Tyler (2001 US Dist LEXIS 5807)
3. Sauer-Danfoss v. Hansen (2004 US Dist LEXIS 12897)

Christopher DiPlacido
cdiplacido@afm-usa.com
American Financial Management
8755 West Higgins Road. Suite 610
Chicago, IL 60631
847-426-5532

STATE OF ILLINOIS, CIRCUIT COURT Cook COUNTY		MOTION		For Court Use Only 2016 JAN 27 PM 2:50 FILED-4A CIRCUIT COURT COUNTY OF ILL MUNICIPAL BLDG JUDICIAL BR JEFFERSON ST SPRINGFIELD, ILL 62702
Instructions ▼ Enter above the county name where the case was filed. Enter the name of the person who started the lawsuit as Plaintiff/Petitioner. Enter the name of the person being sued as Defendant/Respondent. Enter the Case Number given by the Circuit Clerk.		Resurgence Capital Plaintiff / Petitioner (First, middle, last name) v. Michael [REDACTED] Defendant / Respondent (First, middle, last name)		Case Number [REDACTED]

In 1, check if you are the Plaintiff/Petitioner or Defendant/Respondent.
 In 2, enter what you are asking the court for with this Motion.

1. **Motion by:** Plaintiff/Petitioner Defendant/Respondent

2. **Motion for:** Vacate Default Judgement

In the lines write what you are asking the court to do, and the reasons why the judge should agree with you.

The Defendant, Michael [REDACTED] petitions this Court pursuant to Illinois Compiled Statutes, 735 ILCS 5/2-1401, to vacate the default judgment entered against him on 4/22/13. In support of his motion, Defendant States the following:

1. Plaintiff filed suit against Defendant October 16, 2012
2. On November 15, 2015 Summons Returned- N.S. Reason: Other Reason
3. On January 11, 2013 Alias Summons Issued and Returnable
4. On January 20, 2013 Defendant was allegedly served
5. On April 22, 2013 Default Judgment was found in favor of the Plaintiff.
6. Defendant was not served on January 20, 2013, nor upon any subsequent date.
7. On February 5, 2013, Defendant wrote an electronic transmission to Plaintiff, not because of being served, but because Defendant was a victim of credit fraud, did not recognize the alleged US Bank Account, and contacted the listed contact party. (See Exhibit A)
8. Defendant received no response to his written inquiry.
9. Defendant contacted Plaintiff, who never advised Defendant of legal action being taken.
10. Defendant requested Statement of Account and Contract from Plaintiff and was advised they would be sent 8-12 weeks. Defendant never received either document.
11. On December 22, 2015 Defendant finds assets in Chase Bank Account frozen, which is the first time he is aware of any legal action against him.
12. On the date of alleged service, 5 of 6 occupants on 1422 W. Olive fit the physical description given by the process server.

13. On the date of alleged service, a gentleman, Michael [REDACTED] resided at 1422 W. Olive #1, Chicago, 60606.

14. On the date of alleged service, a gentleman, Miguel [REDACTED] resided at 1422 W. Olive Basement, Chicago, IL 60660

WHEREFORE, In the interest of Justice, Defendant prays that this court vacate the judgment entered in the above cause as to him, set the case down for pre-trial, and stay all proceedings pending final disposition.



Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

After you finish this form, sign and print your name.

Enter your complete current address and telephone number.

I certify that everything in the Motion is true and correct. I understand that making a false statement on this form is perjury and has penalties provided by law under 735 ILCS 5/1-109.

[Signature] 1422 W. Olive Ave #2
Your Signature Street Address

Michael [REDACTED] Chicago, IL 60660
Print Your Name City, State, ZIP

(224) 558-7247
Telephone

In 2, enter the date you send the Motion to the other parties. You must send this form by 5:00 p.m. on the same day it was filed with the Circuit Clerk.

NOTE: There may be local rules about how many days before the court date you have to give notice to the other party. Ask the Circuit Clerk where to find these rules. Look for rules about motions and notice of hearing.

In 3, enter the full name and address of the parties or lawyers you are sending a copy of the Motion, and check if you will send copies of this form by hand, by mail, or by email.

If a party has a lawyer, you must send a copy of the Motion to the lawyer.

CAUTION: You may only send this form by email if the other party has agreed to receive documents in the lawsuit by email.

Proof of Delivery

- 1. I sent the Motion
- 2. At or before 5:00 p.m. on January 27, 20 16
Date

3. To: Name: Christopher DiPlacido
First Middle Last

Address: 1161 Lake Cook Road, Suite E Deefield IL 60015
Street, Apt # City State ZIP

Email: _____
By: Hand Delivery
 Regular, First-Class Mail, deposited into the U.S. Mail with postage paid
 Email

Name: _____
First Middle Last

Address: _____
Street, Apt # City State ZIP

Email: _____
By: Hand Delivery
 Regular, First-Class Mail, deposited into the U.S. Mail with postage paid
 Email

Name: _____
First Middle Last

Enter the Case Number given by the Circuit Clerk: [REDACTED]

Remove Watermark Now

Address: _____
Street, Apt # City State ZIP

Email: _____

By: Hand Delivery
 Regular, First-Class Mail, deposited into the U.S. Mail with postage paid
 Email

Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

After you finish this form, sign and print your name.

Enter your complete current address and telephone number.

I certify that everything in the Proof of Delivery is true and correct. I understand that making a false statement on this form is perjury and has penalties provided by law under 735 ILCS 5/1-109.

[Signature]
Your Signature

1422 W. Olive #2
Street Address

Michael [REDACTED]
Print Your Name

Chicago, IL 60660
City, State, ZIP

(224) 558-7247
Telephone

DO NOT complete this section. The notary will complete it.

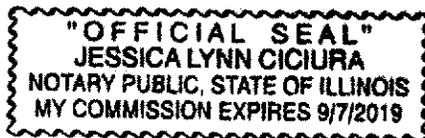
Notary Public

State of Illinois
County of Cook

Signed and sworn to before me on 1/27/16 by Michael [REDACTED]
Date Name

Seal

[Signature]
Signature of Notary



[Print](#)[Close](#)**Case** [REDACTED]

From: **michael** [REDACTED] (michael[REDACTED]@[REDACTED].com)
Sent: Tue 2/05/13 1:02 PM
To: ilattorneys@resurgencelegal.com (ilattorneys@resurgencelegal.com)
Bcc: michael sherwin (michael[REDACTED]@[REDACTED].com)

To Whom It May Concern:

I was recently made aware of the above referenced case, and from reviewing my credit report, I fear the account in your possession may have been opened fraudulently. Please forward me information and documentation regarding the opening of this account, along with copies of any signatures you may have in order that I may determine better if I am a victim of Identity Theft.

Thank you kindly,
Michael [REDACTED]



**IN THE CIRCUIT COURT
FIRST MUNICIPAL DISTRICT
COOK COUNTY, ILLINOIS**

	<u>Resurgence Capital,</u>)	
	Plaintiff,)	
v.)	No. [REDACTED]
)	
	<u>Michael [REDACTED],</u>)	
	Defendant.)	

**AMENDED MOTION TO VACATE DEFAULT JUDGMENT
AND DISMISS COMPLAINT WITH PREJUDICE**

In light of recent discovery provided by Plaintiff's Attorney to Defendant at the February 16, 2016 Hearing, Defendant wishes to amend the previous Motion to Vacate submitted January 27, 2016. Now comes defendant, Michael [REDACTED] and moves this Court to Vacate the Default Judgment and Dismiss the Complaint with Prejudice. In support thereof, Defendant states

1. Defendant was never served with Summons on January 20th, 2013. Proof of Service indicates Summons was delivered in person to White Male, 38 Years Old while at that time 4 of 6 Occupants fitted that description at 1422 W. Olive Avenue, Chicago, IL 60660: [REDACTED], [REDACTED] (Exhibit A), [REDACTED] (Exhibit B), and Defendant. Another resident late 30s but Hispanic also lived on the premises (no name or picture available).
2. Had Defendant been served the Summons, Defendant would have filed a Motion to Dismiss pursuant to § 2-606 of the Illinois Code of Civil Procedure, in that Plaintiff's Complaint does not contain the written instrument Plaintiff alleges Defendant entered as an Exhibit. Plaintiff's Exhibit B contains a "boiler plate" credit card agreement with is insufficient proof a contract existed between Defendant and USBank.
3. Had Defendant been served the Summons , Defendant would have filed a Motion to Dismiss pursuant to § 2-606 of the Illinois Code of Civil Procedure, being that Plaintiff's Complaint does not contain an affidavit stating facts showing the why the written instrument is inaccessible and thus not attached to the Complaint..
4. Defendant, having been a victim of Credit Card Fraud, received a copy of his credit report and discovered the adverse account held by Plaintiff, and contacted Plaintiff on February 5, 2013 via written correspondence requesting documentation of verification of debt and advising Plaintiff of possible fraud (Exhibit C).

5. Defendant spoke to a representative of Plaintiff no fewer than two times in February and March of 2013 verbally requesting verification of debt and disputing the debt alleged to be Defendant's account with USBank. Plaintiff failed to provide debt verification to Defendant after multiple requests.
6. At this point, Plaintiff, was legally obligated to cease collection practices in accordance with §809 (b) Fair Debt Collection Practices Act until Plaintiff provided verification of Debt to Defendant.
7. In violation of §809 (b) Fair Debt Collection Practices Act, Plaintiff submitted a Trial Call Order on March 25, 2013, knowing the Defendant disputed the debt and claimed fraud.
8. In violation of §809 (b) Fair Debt Collection Practices Act, Plaintiff moved for Summary Judgment on April 22, 2013, knowing that Defendant disputed the debt and claimed fraud.
9. On December 16, 2015, Plaintiff sent JPMorgan Chase Bank, NA a Third Party Citation to Discover Assets in regards to the disputed debt.
10. On December 22, 2015 Defendant had assets placed on hold in the amount of \$12,393.56, marking the first time Defendant has been advised of the lawsuit against him.
11. On February 16, 2016, moments before Defendant appeared before the Court, Plaintiff provided Defendant with verification of debt, three years and ten days after it was first requested in writing.
12. Plaintiff's providing of the Verification of Debt conclusively proves Plaintiff had knowledge of the request and had not fulfilled the obligation to provide Verification of Debt to Defendant outstanding since February 5, 2013.
13. Both *Portfolio Acquisitions, L.L.C. v Feltman* and Illinois Civil Code of Procedure 735 ILCS 5/13-206 create a 5 year statute of limitations for a credit contract. Plaintiff, while researching for Verification of Debt, allowed the statute of limitations to lapse as of April, 2014. Plaintiff's inability to produce Verification of Debt in a timely fashion does not prohibit Defendant from using the time-barred debt defense.
14. Defendant disputes debt even after Plaintiff's Verification. The Account appears to have been opened March, 2009 in Chicago, Illinois while Defendant was working and living in Phoenix, AZ (Exhibit D).
15. Defendant disputes the amount of debt, in the Affidavit of Claim, Plaintiff parties allege the balance due is \$4,740.05. In the recent discovery provided by Plaintiff, an Affidavit by Pilot Receivables states the amount of debt is \$4,202.37, while USBank

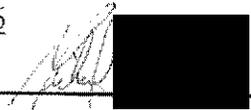
records show the amount of \$4,144.16 being charged off. Plaintiff's own records do not show a consistent amount of debt, and thus they should be stricken from the record.

For the above reasons and violations of both the Illinois Civil Code of Procedures, and the Fair Debt Collections act, we move the Court to Vacate the Default Judgment and Dismiss the Complaint with Prejudice and refund Court and Filing costs to the Defendant..

I CERTIFY THAT EVERYTHING IN THIS MOTION IS TRUE AND CORRECT. I UNDERSTAND THAT MAKING A FALSE STATEMENT ON THIS FORM IS PERJURY AND HAS PENALTIES PROVIDED BY LAW UNDER 735 ILCS 5/1/109.

Dated: March 7, 2016

Signed: _____

Handwritten signature in blue ink over a black redacted name.

By: Michael _____
1422 Olive Ave, #2
Chicago, Illinois Telephone:
(224) 558-7247



Proof of Delivery

- 1. I sent the Motion
- 2. At or before 5:00 PM on March 8, 2016
- 3. To:

Christopher DiPlacido
 Resurgence Capital
 1161 Lake Cook Road, Suite E
 Deerfield, IL 60015

By Regular First-Class Mail, deposited into the US Mail with postage Paid

I certify that everything in the Proof of Delivery is true and correct. I understand that making a false statement on this form is perjury and has penalties provided by law under 735 ILCS5/1-109.

Signed

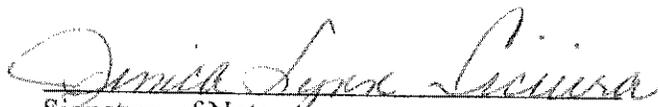

 Michael 
 1422 W. Olive #2
 Chicago, IL 60660
 (224) 558-7247

pdfelement

Notary Public

State of Illinois
 County of Cook

Signed and sworn to before me on March 7, 2016 by Michael  personally known to me.


 Signature of Notary

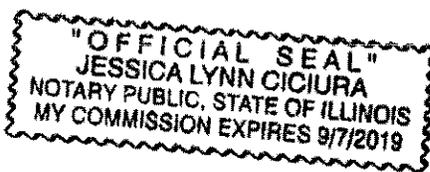


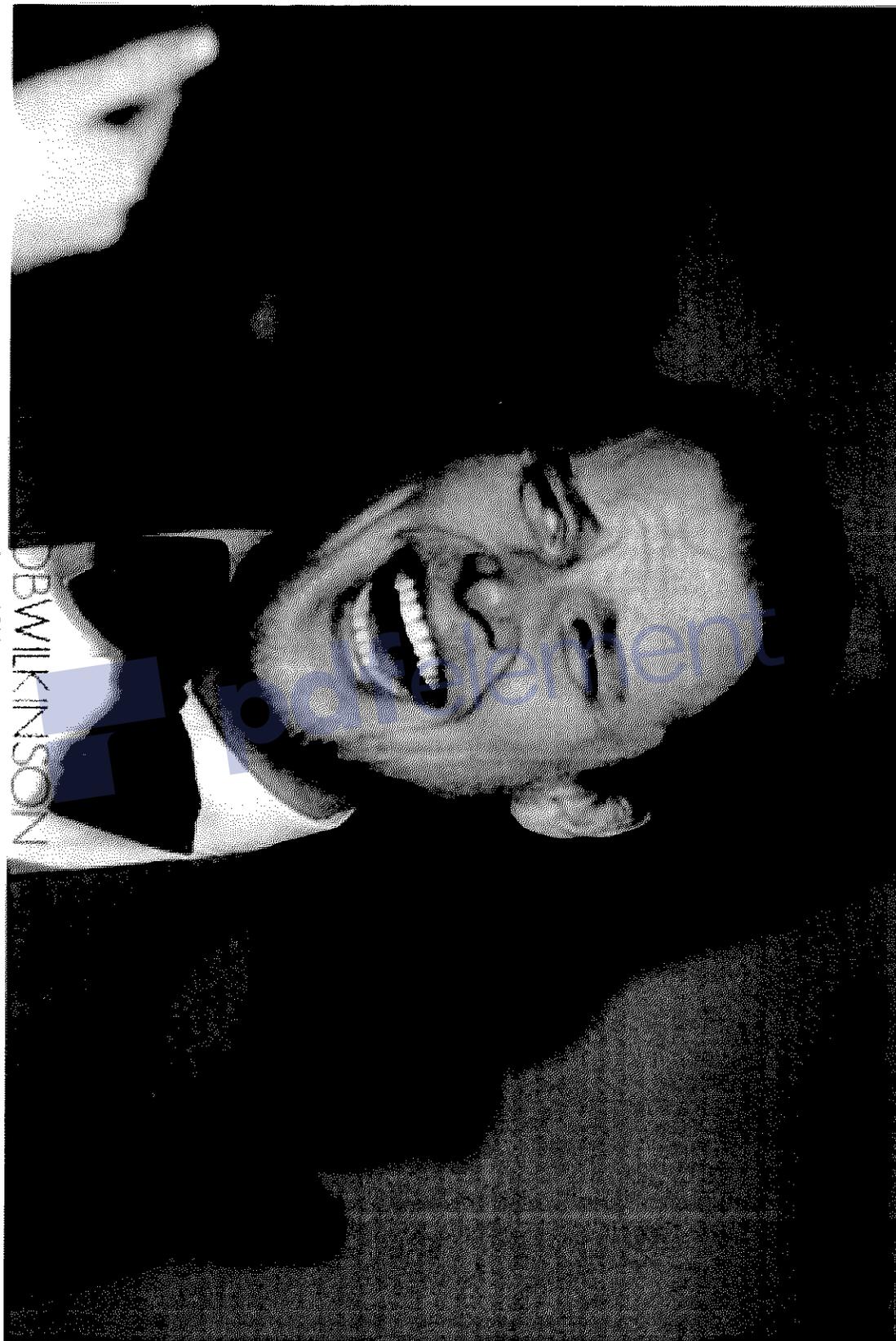
Exhibit A





Exhibit B





2015
JANUARY
DBWILKINSON

Exhibit C



[Print](#)[Close](#)**Case** [REDACTED]

From: **michael** [REDACTED] (michael [REDACTED]@ [REDACTED].com)

Sent: Tue 2/05/13 1:02 PM

To: ilattorneys@resurgencelegal.com (ilattorneys@resurgencelegal.com)

Bcc: michael sherwin (michael [REDACTED]@ [REDACTED].com)

To Whom It May Concern:

I was recently made aware of the above referenced case, and from reviewing my credit report, I fear the account in your possession may have been opened fraudulently. Please forward me information and documentation regarding the opening of this account, along with copies of any signatures you may have in order that I may determine better if I am a victim of Identity Theft.

Thank you kindly,
Michael [REDACTED]

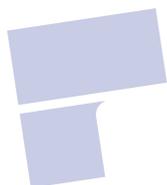
 pdfelement

Exhibit D



Flight: 1 Round-Trip Ticket

All flight times are local to each city.

For your boarding pass, use reference code **BFVIRP** for [online](#) or airport checkin.

Sat, Feb 7, 2009	Chicago O'Hare International Airport, (ORD) to Phoenix Sky Harbor International	
Depart: 10:25 AM	Chicago, IL (ORD) to	American Airline
Arrive: 01:20 PM	Phoenix, AZ (PHX)	Flight 309 (on McDonnell Douglas)

Total Travel Time: 3 hrs 55 mins

For your boarding pass, use reference code **X8SVQ0** for [online](#) or airport checkin.

Mon, Mar 30, 2009	Phoenix Sky Harbor International Airport, (PHX) to Chicago O'Hare International	
Depart: 02:10 PM	Phoenix, AZ (PHX) to	United
Arrive: 07:33 PM	Chicago, IL (ORD)	Flight 650 (on Airbus A321)

Requested Seats: 24A
Total Travel Time: 3 hrs 23 mins

Passenger Name	Frequent Flyer Information	Ticket
MICHAEL [REDACTED]	You can add your frequent flyer number at the airport.	001

Travel Alert!

The TSA has adjusted its ban on **liquids, aerosols, and gels**, so you can now carry the following items on board y

- **Travel-size toiletries (3 ounces or less) that fit comfortably in a quart-size, clear plastic zip-top bag.** (permitted per passenger. Beverages and other items purchased in the secure boarding area.
- At the security checkpoint, place the zip-top bag of liquids in a bin or on the conveyor belt for inspection.
- Passengers carrying on larger amounts of **prescription liquid medications, baby formula, and diabetic g** must declare these at the security checkpoint for additional screening.

Arrive at the airport early. Enhanced security measures may mean longer lines at security checkpoints. **This new security policy applies to all domestic and international flights departing from U.S. airports.** We recommend checking the TSA Web site (www.tsa.gov) for the most up-to-date information about security procedu departing from a non-U.S. airport, be sure to check that airport's security policies and pack accordingly.

Complete Your Travel Plans for Phoenix!

Add an Activity more things to do

<input checked="" type="checkbox"/> Grand Canyon Sedona Helicopter Expedition Grand Canyon Sedona Helicopter Expedition from \$245	<input checked="" type="checkbox"/> Arizona Grand Golf Course Arizona Grand Golf Course from \$83	<input checked="" type="checkbox"/> Gray Line's Sedona Gray Line's Sedona from \$95
---	--	--

Add a Hotel more hotel deals

<input checked="" type="checkbox"/> 3 Star Hotel 3-Star Hotels Hospitality Suite Resort from \$92 /night	<input checked="" type="checkbox"/> 3 Star Hotel 3-Star Hotels Best Western InnSuites Phoenix Biltmore/Scottsdale from \$108 /night	<input checked="" type="checkbox"/> 3 Star Hotel 3-Star Hotels Radisson Hotel from \$ /night
--	--	--

Hertz Rent-a-Car

9. On or about December 10, 2015, Plaintiff caused a Citation to Discover Assets to issue to JPMorgan Chase Bank, N.A. with a return date of January 25, 2016 (Exhibit "J").
10. On or about December 22, 2015, Defendant called Plaintiff's attorneys office in response to the citation. Defendant spoke with Noel Daguio and alleged that "this was thrown out in court". Daguio reviewed the file notes from 2013 with Defendant, after which Defendant alleged that he never had any communications with Plaintiff's attorneys offices (Exhibit "K").
11. On or about January 25, 2016, Defendant appeared in court on the Citation return date. Rather than filing a motion to quash, Defendant's first official action in the case was to assert his personal property exemption under 735 ILCS 5/12-1001 (Exhibit "L").
12. On January 27, 2016, Defendant filed his Motion to Quash Service, noticed for February 16, 2016.
13. In court on February 16, 2016, Plaintiff's attorney provided Defendant with the account application (Exhibit "M").
14. On March 8, 2016, Defendant filed an "Amended Motion to Vacate Default Judgment and Dismiss Complaint with Prejudice."

LAW

15. As a general rule, the sheriff's return is *prima facie* evidence that process was properly served upon the defendant in person, and it should not be set aside unless the return of service has been impeached by clear and satisfactory evidence. *Four Lakes Management & Dev. Co. v. Brown*, 129 Ill. App. 3d 680, 683 (2d Dist. 1984).
16. The Illinois Supreme Court holds that a respondent's affidavit that he was not served does not constitute clear and convincing evidence to overcome the presumption of a valid return of service. *In re Jaffre*, 93 Ill.2d 450, 455 (1982).
17. In *Whithworth v. Morgan*, the court held that defendant's self-serving testimony, and that of his wife and child, fell short of the clear and satisfactory evidence needed to rebut a return of service. 46 Ill. App. 3d 292, 295 (5th Dist. 1977).
18. An uncorroborated affidavit denying service by a party who was served is never enough to contradict a valid return. *Four Lakes Management & Dev. Co. v. Brown*, 129 Ill. App. 3d 680, 683 (2d Dist. 1984); *Marnik v. Cusack*, 317 Ill. 362, 364 (1925); *Miura v. Famous Cab Co.*, 107 Ill. App. 3d 803, 808 (1st Dist. 1982).
19. In *Freund Equipment, Inc. v. Steven Fox, d/b/a Gremlin Sod Farms*, the court held that the same standard of presumed validity applies to the affidavits of licensed process servers as well as deputy sheriffs, and that leaving a copy of the summons and complaint in the door constituted proper service when the defendant was avoiding service. 301

20. Pursuant to 735 ILCS 5/2-301(a-5)

If the objecting party files a responsive pleading or a motion (other than a motion for an extension of time to answer or otherwise appear) prior to the filing of a motion in compliance with subsection (a), that party waives all objections to the court's jurisdiction over the party's person.

21. In *GMB Financial v. Marzano*, the court found that “[a]pply[ing] section 2-301 in its current form, we hold that defendant, by moving to postpone the judicial sale without also challenging the court’s personal jurisdiction to enter the default judgment, waived personal jurisdiction with respect to that judgment. Accordingly, the court did not err in striking defendant’s motion to quash service of process and to vacate the default judgment.” 385 Ill. App. 3d 978, 996 (2d Dist, 2008).

22. Under 15 USC 1692K § 813(d), the Fair Debt Collection Practices Act has a one-year statute of limitations from the date of violation.

23. 735 ILCS 5/8-1501 permits the court to examine handwriting to its own satisfaction.

ARGUMENT

24. From his initial communication with Plaintiff’s attorneys, it is evident that Defendant was aware of this lawsuit. Despite numerous communications regarding the lawsuit from Plaintiff’s attorneys office, Defendant did not diligently follow the progress of the suit and, apparently, ignored the suit, until Plaintiff filed a Citation to Discover Assets to JPMorgan Chase Bank, NA.

25. The law is concerned with due process, and it is clear that Defendant had notice of the pending lawsuit.

26. Defendant’s allegations and affidavit are not credible, with holes and contradictions, and self-serving.

27. Neither Plaintiff nor its attorneys violated the FDCPA. Even so, violation of the FDCPA is not a defense to a state court action. Moreover, the statute of limitations for violations of the FDCPA are one year, and Defendant intimates a violation that occurred in 2013.

28. Even if service was not proper, by affirmatively moving the court to grant his claim of exemption (Exhibit “J”) before contesting jurisdiction, Defendant availed himself of the jurisdiction under 735 ILCS 5/2-301 and waived all objections to jurisdiction on January 25, 2016. *GMB Financial v. Marzano*, 385 Ill. App. 3d 978, 996 (2d Dist, 2008).

29. Defendant was aware of the Citation to Discover Assets to JPMorgan Chase Bank, NA on or before December 22, 2015, as evidence by his phone call to our office (Exhibit “K”). Defendant therefore had over a month before the Citation return date of January 25, 2016 to file a motion contesting jurisdiction, but he did not do so. Instead, his first

official action was to avail himself of the jurisdiction by requesting affirmative relief in the nature of a claim for personal property exemption.

30. Even if service was not proper, by filing a motion requesting dismissal of Plaintiff's complaint, Defendant has again subjected himself to the jurisdiction of the court by requesting affirmative relief under 735 ILCS 5/2-301, and again waived all objections to jurisdiction.

31. Plaintiff does not respond to Defendant's Motion to Dismiss, because at this time, Plaintiff has a valid and enforceable judgment, a final and appealable order, in place, and a motion to dismiss is not properly at issue. Moreover, a briefing schedule was not set on a motion to dismiss, and plaintiff received the amended motion on March 10, 2016, with its response to a Motion to Vacate Default Judgment due on March 16, 2016.

WHEREFORE, Plaintiff, Resurgence Capital, LLC, prays this honorable court deny Defendant's Motion Quash Service and Vacate Default Judgment, and award Plaintiff such other relief as is reasonable and just.

Respectfully Submitted,
RESURGENCE CAPITAL, LLC
Plaintiff herein,


RESURGENCE LEGAL GROUP, PC
By One of Its Attorneys Christopher DiPlacido, Esq.

VERIFICATION BY CERTIFICATION

Under the penalties as provided by law pursuant to Section 1-109 of Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certified as aforesaid that s/he verily believes the same to be true.


RESURGENCE LEGAL GROUP, PC
One of Its Attorneys Christopher DiPlacido, Esq.

RESURGENCE LEGAL GROUP, PC
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
877/440-0860
Cook County Firm No. 47426
Email: ILAttorneys@ResurgenceLegal.com

ClientCaseID: R0086798
Law Firm ID: RESURGEN



CaseReturnDate: 2/11/13

Affidavit of Special Process Server

COOK COUNTY CIRCUIT COURT, STATE OF ILLINOIS

Case Number [REDACTED]

I, **ROBERT A. CLARKE**

FIRST DULY SWORN ON OATH STATES THAT I AM OVER 18 YEARS OF AGE AND NOT A PARTY TO THIS SUIT AND IS A REGISTERED EMPLOYEE OF PRIVATE DETECTIVE AGENCY [REDACTED] LICENSED BY THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION.

PERSONAL SERVICE

THAT I SERVED THE WITHIN **SUMMONS AND COMPLAINT**

ON THE WITHIN NAMED **MICHAEL [REDACTED]**
BY LEAVING A COPY OF EACH WITH THE SAID DEFENDANT PERSONALLY **1/20/13**



That the sex, race and approximate age of the person whom I left the document(s) are as follow:

Sex Male Race WHITE Age 38
Height 5'8" Build AVERAGE Hair BROWN

LOCATION OF SERVICE **1422 W OLIVE AVE APT 2
CHICAGO, IL, 60660**

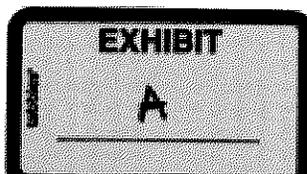
Date Of Service **1/20/13** Time of Service **11:14 AM**

[Signature]
ROBERT A. CLARKE 1/21/2013
Special Process Server
[REDACTED]

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statement are true and correct, except as to matters therein stated to be on information and belief and such matters the undersigned certifies as aforesaid that he/she verily believes same to be true.

[Signature]

Total: \$40.00



Haley Schechter

From: michael sherwin [michael [REDACTED]@ [REDACTED].com]

Sent: Tuesday, February 05, 2013 1:03 PM

To: ILAttorneys

Subject: Case [REDACTED]

To Whom It May Concern:

I was recently made aware of the above referenced case, and from reviewing my credit report, I fear the account in your possession may have been opened fraudulently. Please forward me information and documentation regarding the opening of this account, along with copies of any signatures you may have in order that I may determine better if I am a victim of Identity Theft.

Thank you kindly,
Michael [REDACTED]

 pdfelement

2/6/2013





RESURGENCE

LEGAL GROUP, PC
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
T. 877/440-0860
F. 847/656-0551



February 6, 2013

MICHAEL [REDACTED]
1422 W OLIVE AVE APT 2
CHICAGO IL 60660

RE: RESURGENCE CAPITAL, LLC, as Assignee of US BANK NATL ASSOCIATION ND
MICHAEL [REDACTED]
Case No. [REDACTED]
Our File: [REDACTED]

Dear Mr. [REDACTED]:

I am in receipt of your email dated February 5, 2013 regarding the debt owed to RESURGENCE CAPITAL, LLC, as assignee of US BANK NATL ASSOCIATION ND. Below is an explanation of this account.

Our client's records indicate that the account was a US BANK NATL ASSOCIATION ND credit card with an account number of [REDACTED]. The account was opened on or about May 1, 2009 and was charged-off on February 26, 2010. The last payment on this account was made on or about June 30, 2009. At the time of charge-off, your account carried a balance of \$4,202.38.

The debt was subsequently purchased by RESURGENCE CAPITAL, LLC on APRIL 6, 2012. The account information stated above was received from US BANK NATL ASSOCIATION ND. US BANK NATL ASSOCIATION ND also supplied the last known address as to where billing statements had been sent, in addition to the social security number under which the account was opened. To verify, the last four digits of your social security number are [REDACTED].

I have requested credit card statements from the card issuer and I will forward those to you upon receipt. In the interim, this letter should serve to provide you with the information requested regarding the above-referenced account. Please feel free to contact me at ext. 115 in order to amicably resolve this matter.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

RESURGENCE LEGAL GROUP, PC

Haley L. Schechter
Attorney



AFFIDAVIT

I, Haley L. Schechter, being first duly sworn, depose and state under oath that I have reviewed the records herein; that said records are maintained in the usual and ordinary course of business; that I have personal knowledge of the facts and circumstances contained herein; and that if called upon to testify my testimony would be as follows:

1. I am employed by Resurgence Legal Group, P.C., am familiar with the relevant facts in the case of Resurgence Capital, L.L.C. v. Michael [REDACTED]
2. My duties with Resurgence Legal Group include receiving telephone calls from Defendants. I am trained in handling telephone calls in compliance with the relevant consumer protection statutes, including the Fair Debt Collection Practices Act. This includes properly identifying persons who call the office to ensure that no account information is disclosed to third parties in violation of consumer protection laws.
3. The handling of telephone calls also includes the notation of files summarizing the conversations.
4. I am familiar with the computer records kept by Resurgence Legal Group and how to search the records of Resurgence.
5. I have reviewed the account of Michael [REDACTED] and the accompanying business records including the computer records of telephone conversations with the Defendant on February 12, 2013 and February 14, 2013.
6. After review of the account, based on the file notes, I had a telephone conversation with Mr. [REDACTED] on February 12, 2103. Mr. [REDACTED] offered to settle the account.
7. After reviewing the matter with my client, Mr. [REDACTED]'s offer of settlement was rejected, but my client extended a counteroffer.
8. I had another telephone conversation with Mr. [REDACTED] on February 14, 2013, advising him of the counteroffer.

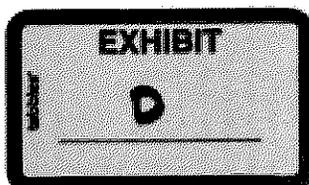
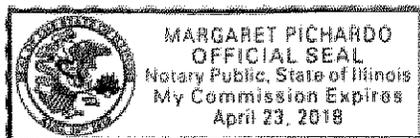
FURTHER AFFIANT SAYETH NOT.


Haley L. Schechter

Subscribed and sworn to before me
this 16th day of March, 2016


Notary Public

RESURGENCE LEGAL GROUP, PC
1161 Lake Cook Rd, Ste E
Deerfield, IL 60015
(847) 656-0550



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

File [REDACTED]

LINE 6

RESURGENCE CAPITAL, LLC
Plaintiff

v.

MICHAEL [REDACTED]
Defendant(s)

)
) Case No. [REDACTED]
)
)
)
)
)
)

TRIAL CALL ORDER

Present before the Court: _____ Plaintiff _____ Defendant(s) X Plaintiff's Counsel _____ Defendant(s) Counsel

THIS MATTER having come before the court, the court having jurisdiction and being fully advised,

IT IS HEREBY ORDERED:

- 4213 Alias Summons to Issue for _____
- 4292 File Amended Complaint _____
- 4295 Take and Complete Discovery By _____
- 4235 File Counterclaim By _____
- 4234 File Appearance or Jury Demand Answer or Plead Allowed _____
- 4219 Defendant, MICHAEL [REDACTED] is defaulted; cause set for _____
- 4247 PROVE-UP on _____, 20____ at _____ a.m./p.m. in Room _____.
- 4406 Set for STATUS. All parties must appear MARCH 25, 2013 at 9:30 a.m. in Room 1112 for pending settlement.
- 4482 Set for TRIAL on _____, 20____ at _____ a.m./p.m. in Room _____
- 8005 Case Dismissed for Want of Prosecution
- 8011 Case Dismissed by Agreement of Parties/No Cost With Without Prejudice
- 0800 Pursuant to the Chapter _____ Bankruptcy filed on _____, 20____, case number _____, further that this court shall retain jurisdiction to reinstate this matter upon motion of the Plaintiff in the event that the Defendant is not granted a discharge in Bankruptcy case.
- 8031 X-Parte Default Judgment for Plaintiff in the amount of \$4,740.05 v. Defendant, MICHAEL [REDACTED]
- 8001 Judgment for Plaintiff after trial for \$ _____ with costs assessed v. Defendant, MICHAEL [REDACTED]
- 4293 Assess Costs - Allowed
- 8002 Judgment for Defendant, _____ after trial.
- 9207 It being further agreed that installment payments be made as follows: _____
- () _____
- 9208 Order Final and Appealable.
- () See Attached Order:
- 4209 [REDACTED]
- 4304 The date of _____ is hereby stricken.

RESURGENCE LEGAL GROUP, PC
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
877/440-0860
Cook County Firm No. 47426
Email: ILAttorneys@ResurgenceLegal.com

Dated: Judge Dennis M. McGuire
FEB 25 2013
JUDGE Circuit Court - JUDGE'S NO. 185

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY





RESURGENCE

LEGAL GROUP, PC
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
T. 877/440-0860
F. 847/656-0551



March 26, 2013

MICHAEL [REDACTED]
1422 W OLIVE AVE APT 2
CHICAGO IL 60660

RE: RESURGENCE CAPITAL, LLC, as Assignee of US BANK NATL ASSOCIATION ND
v. MICHAEL [REDACTED]
Case No. [REDACTED]
Our File: [REDACTED]

Dear MICHAEL [REDACTED]:

Enclosed please find a copy of the Court's Order entered MARCH 25, 2013. Should you wish to discuss this matter, please contact our office and request to speak to an Account Representative.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

RESURGENCE LEGAL GROUP, PC

Enclosure
/MP



File [REDACTED] LINE 8

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

RESURGENCE CAPITAL, LLC)
Plaintiff) Case No. [REDACTED]
v.)
MICHAEL [REDACTED])
Defendant(s))
)
)
)
)
)
)
)
)

TRIAL CALL ORDER

Present before the Court: _____ Plaintiff _____ Defendant(s) X Plaintiff's Counsel _____ Defendant(s) Counsel

THIS MATTER having come before the court, the court having jurisdiction and being fully advised,
IT IS HEREBY ORDERED:

- 4213 Alias Summons to Issue for _____
- 4292 Amended Complaint or Petition - Allowed _____
- 4295 Close Discovery - Allowed _____
- 4235 File Counterclaim or Cross Complaint - Allowed _____
- 4234 File Appearance or Jury Demand Answer or Plead Allowed _____
- 4219 Defendant, MICHAEL [REDACTED] is defaulted; cause set for
- 4247 PROVE-UP on _____, 20____ at _____ a.m./p.m. in Room _____.
- 4406 Set for STATUS. All parties must appear _____, 20____ at _____ a.m./p.m. in Room _____
- 4482 Set for TRIAL on _____, 20____ at _____ a.m./p.m. in Room _____
- 8005 Case Dismissed for Want of Prosecution
- 8011 Case Dismissed by Agreement of Parties/No Cost With Without Prejudice
- 0800 Pursuant to the Chapter _____ Bankruptcy filed on _____, 20____, case number _____, further that this court shall retain jurisdiction to reinstate this matter upon motion of the Plaintiff in the event that the Defendant is not granted a discharge in Bankruptcy case.
- 8031 X-Parte Default Judgment for Plaintiff for \$4,740.05 v. MICHAEL [REDACTED]
- 8001 Judgment for Plaintiff after trial for \$ _____ with costs assessed v. MICHAEL [REDACTED]
- 4293 Assess Costs - Allowed
- 8002 Judgment for Defendant, _____, after trial.
- 9207 It being further agreed that installment payments be made as follows: _____
- () _____
- 9208 Order Final and Appealable.
- () See Attached Order: _____
- 4209 [REDACTED]
- 4304 The date of _____ is hereby stricken.

Judge Dennis M. McGuire

RESURGENCE LEGAL GROUP, PC
Attorneys for Plaintiff
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
877/440-0860
Cook County Firm No. 47426
Email: ILAttorneys@ResurgenceLegal.com

Dated: APRIL 22, 2013

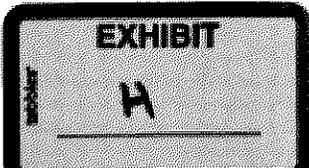
APR 22 2013

Circuit Court - 1856

JUDGE

JUDGE'S NO.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY





RESURGENCE

LEGAL GROUP, PC
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
T. 877/440-0860
F. 847/656-0551



April 25, 2013

MICHAEL [REDACTED]
1422 W OLIVE AVE APT 2
CHICAGO IL 60660

RE: RESURGENCE CAPITAL, LLC, as Assignee of US BANK NATL ASSOCIATION ND
v. MICHAEL [REDACTED]
Case No. [REDACTED]
Our File: [REDACTED]

Dear MICHAEL [REDACTED]:

On April 22, 2013 a judgment in the amount of \$4,740.05 plus court costs was entered against you. We enclose a copy of the judgment order for your review. Upon receipt of this letter, we would appreciate it if you would contact a collector at this office to make payment arrangements.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

RESURGENCE LEGAL GROUP, PC

Enclosure
/MP



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

RESURGENCE CAPITAL, LLC

Plaintiff

Case No: [REDACTED]

Possible Account Number or FEIN:

MICHAEL [REDACTED]

Defendant(s)

JPMORGAN CHASE BANK, NA

Third Party Respondent

CITATION TO DISCOVER ASSETS TO THIRD PARTY

TO: c/o CT CORPORATION
JPMORGAN CHASE BANK, NA
208 S LASALLE ST
CHICAGO, IL 60604

YOU ARE REQUIRED to either file your answer to this Citation on the form appearing on the reverse side or appear on JAN 25 2016 before 9:30 a.m. in Courtroom 1401 located at the Circuit Court of Cook County, First Municipal District, Richard J. Daley Center, Chicago, IL 60602.

Judgment was entered on April 22, 2013 in favor of Plaintiff, RESURGENCE CAPITAL, LLC and against Defendant(s), MICHAEL [REDACTED] in this court under case number 12M1-161917 in the sum of \$4,740.05. There is now due, less credit and off-set, sum of \$6,196.78 (Judgment Balance). Further sums may become due as costs and interest accrue.

Your answer will inform the Court as to property you may hold belonging to MICHAEL [REDACTED] (Judgment Debtor).

You are **PROHIBITED** from making or allowing any transfer or other disposition of, or interfering with, any property not exempt from the enforcement of a judgment, a deduction order or garnishment, property belonging to the judgment debtor or to which s/he may be entitled or which may be acquired by or become due to him or her, and from paying over or otherwise disposing of any moneys not so exempt, which are due to the judgment debtor. This prohibition shall remain in effect until further order of court or termination of the proceeding. You are not required to withhold the payment of any monies beyond double the amount of the total sum due the judgment creditor.

If the account consists solely of funds that can be identified as exempt under federal or state law, you are **PROHIBITED** from **FREEZING THE ACCOUNT** and **YOU MUST RESPOND** that the account consists solely of exempt funds. Deposited funds that are exempt under federal and state law include Social Security, SSI, veteran's benefits, Railroad Retirement benefits, public assistance benefits, unemployment compensation benefits and/or circuit breaker property tax relief benefits

WARNING: YOUR FAILURE TO COMPLY WITH THE CITATION PROCEEDING MAY RESULT IN A JUDGMENT BEING ENTERED AGAINST YOU FOR THE UNSATISFIED AMOUNT OF THIS JUDGMENT. 735 ILCS 5/2-1402(F)(1).

WARNING: YOUR FAILURE TO APPEAR IN COURT OR FILE YOUR ANSWER AS DIRECTED MAY CAUSE YOU TO BE ARRESTED AND BROUGHT BEFORE THE COURT TO ANSWER TO A CHARGE OF CONTEMPT OF COURT, WHICH MAY BE PUNISHABLE BY IMPRISONMENT IN THE COUNTY JAIL.

CERTIFICATE BY JUDGMENT CREDITOR OR OF ATTORNEY FOR JUDGMENT CREDITOR

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109), the undersigned certifies that the above information regarding the amount of the judgment, the date of the judgment, or its revival date, the balance due thereon, the name of the Court and the number of the case is true and correct.

RESURGENCE LEGAL GROUP, PC
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
T. 877/440-0860 F. 847/656-0551
Cook County Firm No. 47426
ILAttorneys@ResurgenceLegal.com

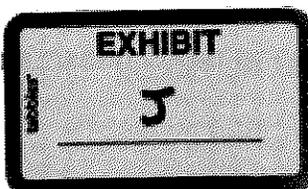
Signature: _____
Christopher DiPlacido, Esq.

Clerk of the Court _____

Seal of Court

DOROTHY BROWN, CLERK OF T

COOK COUNTY, ILLINOIS



AFFIDAVIT

I, Noel N. Daguio, being first duly sworn, depose and state under oath that I have reviewed the records herein; that said records are maintained in the usual and ordinary course of business; that I have personal knowledge of the facts and circumstances contained herein; and that if called upon to testify my testimony would be as follows:

1. I am employed as an Account Manager for Resurgence Legal Group, P.C.
2. My duties with Resurgence include receiving telephone calls from Defendants. I am trained in handling telephone calls in compliance with the relevant consumer protection statutes, including the Fair Debt Collection Practices Act. This includes properly identifying persons who call the office to ensure that no account information is disclosed to third parties in violation of consumer protection laws.
3. The handling of telephone calls also includes the notation of files summarizing the conversations.
4. I am familiar with the computer records kept by Resurgence and how to search the records of Resurgence to determine the status of an account, including but not limited to, reviewing files for communications to and from Defendants.
5. I have reviewed the account of Michael [REDACTED] and the accompanying business records including the computer records of a telephone conversation with the Defendant on December 22, 2015.
6. After review of the account, based on the file notes, Mr. [REDACTED] called the office on December 22, 2015 and spoke with me in connection with a Citation to Discover Assets issued against JPMorgan Chase Bank, NA. Mr. [REDACTED] initially claimed the case "was thrown out in court".
7. I reviewed the file history with Mr. [REDACTED], including the file notes from 2013. By the time the conversation concluded, Mr. [REDACTED] told me he had never had any communication with our office.
8. If called and sworn as a witness in this cause, I would competently testify to the foregoing.

FURTHER AFFIANT SAYETH NOT.



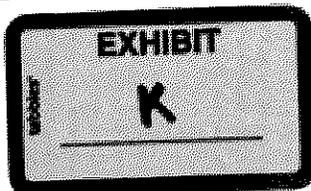
Noel N. Daguio

RESURGENCE LEGAL GROUP, PC
 1161 Lake Cook Rd, Ste E
 Deerfield, IL 60015
 (847) 656-0550

Subscribed and sworn to before me
 this 16th day of March, 2016



 Notary Public



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

RESURGENCE

 v.
 MICHAEL _____
 +
 JPMORGAN CHASE

No. _____

ORDER

GRANTING DEFENDANT'S MOTION FOR EXEMPTION (GARNISHMENT CALL)

This cause coming on to be heard on the wage deduction and garnishment call and the Court being fully advised in the premises:

IT IS HEREBY ORDERED, on the defendant's motion, that the exemption claim is allowed pursuant to 735 ILCS 5/12-1001. The employer/garnishee is ordered to return any and all monies to defendant and is discharged as a garnishee defendant.

It is further ordered that the costs to file and serve the garnishment/wage deduction be taxed to

Atty. No.: 47426
 Name: Christopher DiPaolo, Esq
 Attorney
 Atty. for: Resurgence Legal Group, PC
 1161 Lake Cook Rd, Suite E
 Address: Deerfield, IL 60015
 City/Zip: _____
 Telephone: _____

Judge Daniel J. Kibasiak
 JAN 25 2016
 ENTER: Circuit Court - 2072
 Judge Judge's No.

DOROTHY BROWN, CLERK OF _____ OF COOK COUNTY, ILLINOIS



VISA PLATINUM ACCEPTANCE CERTIFICATE

PRE-QUALIFIED

3 easy ways to apply:

Offer expires 4/20/09

Michael #1 6642 N. Ashland Ave. Chicago, IL 60626-4115 Confirmation Code SMS0082422 UPVX PC4407 LC8879 SC11217

1. Online: usbank.com/myoffer

2. Phone: 888-777-4444

3. Mail: use the postage-paid envelope

Great low introductory APR for balance transfers

Choose one: Individual Account Joint Account

PLEASE NOTE: Incomplete information may result in an automatic denial of credit. Please complete entire application. Rate, fee and other cost information are located on the reverse side. Please print.

Date of birth 1/23/73 465-9785 Social Security number [redacted] Time at residence 2 yrs Mo [redacted]

Residence: [redacted] Own Rent Other

Monthly mortgage/rental amount \$ [redacted]

Annual Income [redacted]

Business phone [redacted]

Employer [redacted]

Joint Applicant/Spouse first name MI Last name

Joint Applicant Social Security number

Joint Applicant/Spouse address (No P.O. Boxes allowed under federal law)

Joint Applicant State of birth

Joint Applicant signature

Joint Applicant signature

Birth date

Birth date

Easy Balance Transfer Form. Yes! You have my authorization to transfer these balances to my new U.S. Bank Visa Platinum Card account. Credit Transfer Request Form # 10-03. Account # [redacted] Credit card account address: Bank of America, P.O. Box 15019, Wilmington, DE 19886-5019. Total (Fiduciary \$250.00)

You can also transfer balances when you apply by phone at 888-777-4444.

Protect Your Account and Credit History

Yes! I want to protect my account and credit history by enrolling in the BalanceShield Program. I understand that enrollment in BalanceShield is OPTIONAL and is not required to obtain credit and that I am free to cancel at any time. I acknowledge that I have read and agreed to the important disclosures on the reverse side, including the monthly fee of 85 cents per \$100 of my month ending balance.

To purchase, initial here.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

EXPANDED ACCOUNT ACCESS: By submitting this application, you agree that (a) this Account, if opened, is accessible by any card(s) that we or our bank affiliates may issue to you now or in the future; and (b) for the Account, any card issued to you, or any other card issued to you, may be used to access the Account. There are no additional fees or charges for expanded account access. The fees and terms disclosed for each account apply. You may also use the Account to make ATM and debit card transactions. Information is accurate and complete to the best of our knowledge. If we open an Account based on this application, we will immediately take (a) for joint accounts, individually (b) for joint accounts, individually and jointly (c) for all authorized charges, and for all fees related to the Account. We reserve the right to close the Account when you are not in compliance with the terms of the Account. Upon your request, we will return your information to the consumer reporting agency that furnished the need for providing this information. We reserve the right to share your information with our affiliates and agents. This express consent applies to each such reporting agency. We reserve the right to share your information with our affiliates and agents. By signing below you certify that you read and understand these and you agree to the terms of this application.

By signing below you certify that you read and understand these and you agree to the terms of this application.

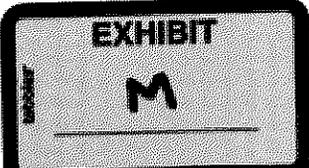
Applicant signature: [redacted]

Joint Applicant signature: [redacted]

Birth date: [redacted]

Birth date: [redacted]

042008 TC19179



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

Resurgence Financial, LLC, an Illinois
Limited Liability Company
Plaintiff
v.
[Redacted] Michaels
Defendant

)
)
)
)
) No. [Redacted]
)
)
)

FILED-09
11 OCT 31 AM 10:59
CIRCUIT COURT OF COOK COUNTY
MUNICIPAL DISTRICT
DOROTHY BISHAW CLERK

MOTION TO VACATE JUDGMENT PURSUANT TO 735 ILCS 5/2-1401

Now Comes, [Redacted] ("Michaels") by and through her attorney, John J. Ward, and pursuant to 735 ILCS 5/2-1401 moves the Court to vacate the judgment order entered in favor of Resurgence Financial, LLC ("Resurgence") and against Susanne Michaels on January 19, 2010, and in support of this motion states as follows:

FACTS

1. That at all times pertinent to this cause of action, Resurgence was proceeding pursuant to 735 ILCS 5/2-403 as the assignee of Citibank South Dakota NA/Citibank Universal as set forth in a Bill of Sale attached to the Plaintiff's Complaint.
2. That on November 16, 2009, the Court entered the order attached hereto as Exhibit A, which allowed the Plaintiff, Resurgence Financial, to serve Michaels pursuant to 735 ILCS 5/2-203.1. *Service by special order of Court.*
3. Thereafter, Resurgence allegedly served Michaels by posting the complaint and summons to the front door of 7400 N. Harlem, Apt 1W, Chicago, IL 60631, on December 13, 2009 and mailing the summons and complaint to Michaels via regular and certified mail on December 14, 2009.
4. On January 19, 2010, the Court entered an X-Parte default judgment against Michaels in the amount of \$9,993.89 plus costs.
5. That at all times pertinent to this cause of action, the provisions of 225 ILCS 425/1 (Illinois Collection Agency Act") were in full force and effect.
6. Said Act at Section 3 defines a collection agency as "a person, association, partnership, corporation, or other legal entity acts as a collection agency when he or it:

- (a) Engages in the business of collection for others of any account, bill or other indebtedness;
- (b) Receives, by assignment or otherwise, accounts, bills, or other indebtedness from any person owning or controlling 20% or more of the business receiving the assignment, with the purpose of collecting monies due on such account, bill or other indebtedness;
- (c) Sells or attempts to sell, or gives away or attempts to give away to any other person, other than one registered under this Act, any system of collection, letters, demand forms, or other printed matter where the name of any person, other than that of the creditor, appears in such a manner as to indicate, directly or indirectly, that a request or demand is being made by any person other than the creditor for the payment of the sum or sums due or asserted to be due;
- (d) Buys accounts, bills or other indebtedness and engages in collecting the same; or
- (e) Uses a fictitious name in collecting its own accounts, bills, or debts with the intention of conveying to the debtor that a third party has been employed to make such collection.

7. Resurgence actions aforesaid constitute acting as a collection agency.

8. Said Act at Section 4 provides as follows:

No collection agency shall operate in this State, directly or indirectly engage in the business of collecting, solicit claims for others, have a sales office, a client, or solicit a client in this State, exercise the right to collect, or receive payment for another of any account, bill or other indebtedness, without registering under this Act except that no collection agency shall be required to be licensed or maintain an established business address in this State if the agency's activities in this State are limited to collecting debts from debtors located in this State by means of interstate communication, including telephone, mail, or facsimile transmission from the agency's location in another state provided they are licensed in that state and these same privileges are permitted in that licensed state to agencies licensed in Illinois.

9. Accordingly, and pursuant to Section 4, Resurgence cannot operate as a collection agency without a license to practice as a collection agency issued by the Illinois Department of Financial and Professional Regulation ("IDFPR").

10. Attached hereto as **Exhibit B** is a report by IDFPF indicating the original issue date of a license to Resurgence to act as a collection agency was August 10, 2010.
11. That at all times pertinent to this matter, Resurgence did not have a license to practice as a collection agency.
12. On March 26, 2010, Michaels, acting *pro se* filed her Section 5/2-1401 motion to vacate the ex parte default judgment entered on January 19, 2010.
13. On April 6, 2010, the Court denied Michaels *pro se* motion to vacate.
14. The instant motion to vacate the January 19, 2010 judgment order has been filed within two (2) years of the entry of the judgment order.
15. This Court has jurisdiction to consider the subject matter of this Motion pursuant to 735 ILCS 5/2-1401.

ARGUMENT AND LEGAL STANDARDS

I

The service of process on Michaels is not consistent with due process of law as required by 735 ILCS 5/2-204.

Section 5/2-204 allows the Court to order service of process by a method comparable to service of process pursuant to 735 ILCS 5/2-203, which provides:

2-203 Service on individual

(a) Except as otherwise expressly provided, service of summons upon an individual defendant shall be made (1) by leaving a copy of the summons with the defendant personally, (2) by leaving a copy at the defendant's usual place of abode, with some person of the family or a person residing there, of the age of 13 years or upwards, and informing that person of the contents of the summons, provided the officer or other person making service shall also send a copy of the summons in a sealed envelope with postage fully prepaid, addressed to the defendant at his or her usual place of abode.

The legislature recognized that service of process by posting is not comparable to Section 5/2-203 service, and it is clearly distinguished in the Forcible Entry and Detainer Act, 735 ILCS 5/9-101 *et seq.* Section 5/9-107 of the Forcible Entry and Detainer Act provides in parts as follows:

Constructive service. If the plaintiff, his or her agent, or attorney files a forcible detainer action, with or without joinder of a claim for rent in the complaint, and is unable to obtain personal service on the defendant or unknown occupant and a summons duly issued in such action is returned without service stating that service cannot be obtained, then the plaintiff, his or her agent or attorney may file an affidavit stating that the defendant or unknown occupant is not a resident of this State, or has departed from this State, or on due inquiry cannot be found, or is concealed within this State so that process cannot be served upon him or her, and also stating the place of residence of the defendant or unknown occupant, if known, or if not known, that upon diligent inquiry the affiant has not been able to ascertain the defendant's or unknown occupant's place of residence, then in all such forcible detainer cases whether or not a claim for rent is joined with the complaint for possession, the defendant or unknown occupant may be notified by posting and mailing of notices; or by publication and mailing, as provided for in Section 2-206 of this Act. However, in cases where the defendant or unknown occupant is notified by posting and mailing of notices or by publication and mailing, and the defendant or unknown occupant does not appear generally, the court may rule only on the portion of the complaint which seeks judgment for possession, and the court shall not enter judgment as to any rent claim joined in the complaint or enter personal judgment for any amount owed by a unit owner for his or her proportionate share of the common expenses.*

Service by posting conveys limited jurisdiction to the Court, and the limited grant or jurisdiction precludes entry of money judgment against a defendant until the defendant appears generally or is personally served with summons. *Equity Residential Properties Management Corporation v. Nasolo*, 847 N.E. 2d 126, 1st District, 2006.

It follows then that service on Michaels by posting did not confer jurisdiction over Michaels to enter a money judgment and the default judgment entered against her is void. A party aggrieved by a void judgment may attack it in a section 2-1401 motion without showing diligence. The allegation that the judgment or order is void substitutes for and negates the need to allege a meritorious defense and due diligence. *Sarkissian v. Chicago Board of Education*, 2011 Ill. 2d 95, 104 (2002). A petition attacking a judgment as void may be brought at any time in either a direct or collateral proceeding, 1st *Federal Savings and Loan Association of Chicago v Brown*, 393 NE 2d 574-576 (1979).

*emphasis added

II

Because Resurgence was an unregistered collection agency when it obtained its judgment against Michaels, the judgment is void as a matter of law.

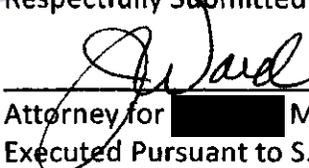
The recent Appellate Court opinion of *LVNV Funding, LLC v. Matthew Trice*, 2011 IL App 092773 is directly applicable and controlling. *LVNV* was an unregistered collection agency when it obtained a judgment against Trice. The Court was asked to decide whether the judgment was void or merely voidable. The Court concluded as follows:

We find that our legislature's criminalization of an unregistered collection agency's collection of a debt establishes an intent to void any judgment entered in favor of an unregistered collection agency (*page 2*). We hold that a complaint filed by an unregistered collection agency is similarly a nullity, and any judgment entered on such a complaint is void (*page 6*).

CONCLUSION

Pursuant to the facts presented, applicable case law and arguments presented by Michaels, the Court must vacate the judgment order entered against her on January 19, 2010.

Respectfully Submitted



Attorney for [REDACTED] Michaels
Executed Pursuant to S.C. Rule 137

John J. Ward
Law Office of John J. Ward, Ltd.
1011 W. 31st St.
Chicago, IL 60608
773/376-9399
Attorney No. 22030

01/16/09

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

FILED-60

RESURGENCE FINANCIAL, LLC, an Illinois
Limited Liability Company,

Plaintiff

v.

MICHAELS

Defendant (s)

Case No. [REDACTED] 00 DEC 17 PM 3:38

CIRCUIT COURT OF COOK COUNTY
FIRST MUNICIPAL DISTRICT
CLERK
DONALD T. [REDACTED]

ORDER

THIS CAUSE COMING to be heard on the motion call, Counsel for Plaintiff appearing and moving the court for entry of an order allowing service by comparable method pursuant to 735 ILCS 5/2-203.1, and the Court otherwise being advised in the premises and having jurisdiction,

IT IS HEREBY ORDERED THAT Plaintiff's motion is granted. Plaintiff is given leave to serve the Defendant(s), [REDACTED] MICHAELS, at the last known address of 7400 N HARLEM AVE APT 1W, CHICAGO IL 60631 by alternative method pursuant to 735 ILCS 5/2-203.1 by serving the Defendant via certified mail, first class mail and posting by special process server. Posting shall consist of the Alias Summons and Complaint at the Defendant's service address, as well as a copy of this order. The affidavit of mailing and posting by the special process server shall be deemed as proper service.

IT IS FURTHER ORDERED THAT Plaintiff is granted leave to issue an Alias Summons..

DATED _____

ENTER: _____
Judge Judge's No.

RESURGENCE FINANCIAL, LLC
Legal Department
4100 Commercial Avenue
Northbrook IL 60062
847/656-2200
Firm No. 41776

Judge *Rita DeWitt Sweeney*
NOV 16 2009
Circuit Court 1679

Exhibit A

appeared in court with [REDACTED] Albanese, who attempted to testify, but Judge Sweeney did not allow him to testify as a non-party. Judge Sweeney recognized that she had already quashed service once before on June 1, 2009, and Defendant had declined to come into the case at that point. At the April 6, 2010, Defendant admitted that service was posted to the door, although at the same time, tried to claim she did not live at that address. Judge Sweeney asked if she had any proof of living elsewhere, such as a lease or phone bill, and Defendant stated she did not.

5. Defendant told the Illinois Attorney General that she lives at 7400 N. Harlem Ave., Apt. 1W, Chicago, IL 60631, and she does not now claim that she lives elsewhere.

Law

6. In the case of *Hatmaker v. Hatmaker*, the defendant-appellees, Charles and Jane Hatmaker, were served via personal service in their hotel room when visiting from New York. 337 Ill.App. 175; 85 N.E.2d 345; 1949 Ill.Ap.LEXIS 257. When the defendants realized they were being served process, they refused to open the hotel door to receive the process. The deputy sheriff slid the process under the door. The sheriff had ascertained the defendants' correct hotel room, and was escorted to the hotel room by a bellboy who recognized Mr. Hatmaker's voice when he refused to open the door. The court in *Hatmaker* denied defendants' motion to quash, reasoning:

The courts do not favor those who seek to evade service of summons, and hence the settled rule that "the stability of judicial proceedings, however, requires that the return of an officer made in the due course of his official duty and under the sanction of his official oath should not be set aside merely upon the uncorroborated testimony of the person on whom the process has been served, but only upon clear and satisfactory evidence." *Id.*, 182 [internal citations omitted].

7. In the case of *Edward Hines Lumber Co. v. H.C. Smith and Don Erickson, d/b/a Glen*

Builders, the defendant-appellee H.C. Smith rented a room in the home of Mr. John P. Keough and Mrs. Genevieve Keough and instructed them “not to accept anything for him”. 29 Ill.App.2d 35, 39; 172 N.E.2d 429; 1961 Ill.App.LEXIS 344. The defendant was served via substitute service by the DuPage County Sheriff’s Office. When household members refused to accept the process, the Sheriff left it tied to the doorknob. Smith testified that he sometimes stayed at this father’s address, and was staying there at the time of service. The questions addressed by the court were whether “the residence of the Keoughs [was] the defendant’s ‘usual place of abode’ as contemplated by Section 13.2 of the Civil Practice Act” and “[w]ere the Keoughs persons of defendant’s ‘family’ within the meaning of the act.” *Id.*, 40. Citing *Hatmaker*, the court answered both questions in the affirmative, finding:

The deputy did all that was possible under the circumstances to leave a copy of the summons with a member of the defendant’s family as provided in the act, and since Mrs. Keough refused to accept it, the officer was justified in leaving the summons as he did and we believe he complied with spirit if not the letter of the act, and that the summons was properly served to give defendant notice of the pending suit.

Can a defendant circumvent the provisions of the act which provides for substituted service of process by instructing members of his family not to accept a copy of the summons? We think not. To hold otherwise would render the act useless in many cases and encourage the evasion of service of process. *Id.*, 43.

8. In *Freund Equipment, Inc. v. Steven Fox, d/b/a Gremlin Sod Farms*, the court held that the *Hatmaker* standard applies to licensed process servers as well as deputy sheriffs and that leaving a copy of the summons and complaint in the door constituted proper service when the defendant was avoiding service. 301 Ill.App.3d 163; 703 N.E. 2d 542; 1998 Ill.App.LEXIS 788; 234 Ill.Dec. 681. After several failed attempts, a process server arrived at defendant Fox’s residence at 6:40 a.m. and witnessed a man approaching a car identified as the Defendant’s with a personalized license plate. The process server approached and called “Steven Fox” and “the man turned and walked away with [the process server] Vinsent

following him.” *Id.*, 165. The man entered the house and would not come to door, and the process server attached the summons and complaint to the door while advising the defendant of the documents. In his motion to quash service, the defendant argued that a process server “does not take an oath of office or perform official duties as a sheriff does and, in some cases, may be paid on a contingent basis, providing a motive to falsify returns.” *Id.*, 166. Analyzing the caselaw, the appellate court found that it “required to indulge every presumption in favor of the return of service. A defendant’s uncorroborated testimony that he was never served is insufficient to overcome the presumption of service.” *Id.*, 166. The court also noted that, “contrary to defendant’s assertion, no requirement exists that the process server physically place the papers in defendant’s hand.” *Id.*, 167, 168. The court cited *Hatmaker* and several other cases, concluding:

In *Currier v. Baldrige*, 914 F.2d 993, 995 (7th Cir. 1990), the court included Illinois among the states accepting the “general method” of placing papers “in the general vicinity of the person to be served and announcing the nature of the papers.” Given defendant’s evident unwillingness to accept service, the method... employed here satisfied the statute. *Id.*, 168.

9. The standard of review for a motion under 735 ILCS 5/2-203.1 is whether Plaintiff met the requirement of diligent inquiry into Defendant’s whereabouts.
10. Counsel for Defendant inaccurately cites to the Forcible Entry and Detainer Act for the proposition that a money judgment cannot be entered by constructive service. Constructive service is defined by section 9-107 of the Forcible Entry and Detainer Act. 735 ILCS 5/9-107. That is true **only** under the constructive service provision of the Forcible Entry and Detainer Act, and **only** for “any rent claim joined in the complaint or enter personal judgment for any amount owed by a unit owner for his or her proportionate share of common

expenses.” It is not true as a general proposition under the Illinois Code of Civil Procedure. In fact, in the cases of *In re Marriage of Schmitt* (312 Ill.app.3d 360, 2d Dist, 2001), *United General Title Insurance v. Tyler* (2001 US Dist LEXIS 5807), and *Sauer-Danfoss v. Hansen* (2004 U.S. Dist LEXIS 12897), reviewed below, money judgments were entered based on alternative service under 203.1. All of those money judgments were affirmed on appeal.

11. Regarding 203.1 service, as long as Plaintiff’s Motion met the statutory requirements of 203.1, service is proper as well as default money judgment. Plaintiff’s Motion had the necessary affidavit, and Plaintiff conducted the “diligent inquiry” required by the statute. The case of *In re Marriage of Schmitt* (312 Ill.app.3d 360, 2d Dist, 2001) addresses general requirements in Illinois. There, the plaintiff met the burden in its 203.1 motion, and judgment was not vacated. Judgment was entered by default, based on 203.1 service, for \$30,000.00. *United General Title Insurance v. Tyler* (2001 US Dist LEXIS 5807) deals with the propriety of entering a default judgment based on alternative service. The service is not challenged in the opinion, but the court extensively addresses the due process concern, and how it is substantially insured by meeting the requirements of 203.1 under Illinois law. Judgment was entered by default, based on 203.1 service, for \$208,149.02 plus attorney’s fees and costs. Finally, in *Sauer-Danfoss v. Hansen* (2004 U.S. Dist LEXIS 12897), Defendant Hansen claimed he was a resident of Winnipeg, Manitoba and a citizen of Denmark, and that service on his wife, who signed the certified mailing at their Illinois residence, was improper. The court agreed that service was proper. Judgment was entered by default, based on 203.1 service, in excess of \$75,000.00.
12. All these opinions are notable for the courts looking at the process server affidavits and

supporting documentation for the 203.1 motion to show diligent inquiry. In all of the cases, the courts conclude the defendants were clearly evading process, just as Defendant in this case has been evading service of process. In fact, the standard for diligent inquiry is the same under the Forcible Entry and Detainer Act, as cited by Defendant in her instant Motion. ("The statute is particular in enumerating the necessary steps. The phrases 'due inquiry' and 'diligent inquiry' in that statute are not intended as useless phrases but are put there for a purpose." *Equity Residential Properties Management Corp. V. Nasolo*, 847 N.E.2d 126, 131, 1st Dist., 2006.)

13. Clearly, Plaintiff has met its burden of diligent inquiry, and Defendant herself has admitted living at the service address in her Attorney General complaint.
13. Further, Defendant's Motion is improper under 735 ILCS 5/2-1401 insofar as no affidavit is attached, and she has not shown either diligence or a meritorious defense.

WHEREFORE, Plaintiff, Resurgence Financial, LLC, prays this honorable court deny Defendant's Motion to Vacate Judgment.

Respectfully Submitted,

RESURGENCE FINANCIAL, LLC
Plaintiff herein,


RESURGENCE LEGAL GROUP, P.C.
One of Its Attorneys **Christopher DiPlacido, Esq.**

RESURGENCE LEGAL GROUP, P.C.
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
877/440-0860
Cook County Firm No. 47426

VERIFICATION BY CERTIFICATION

Under the penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that s/he verily believes the same to be true.



RESURGENCE LEGAL GROUP, P.C.
One of Its Attorneys Christopher DiPlacido, Esq.

RESURGENCE LEGAL GROUP, P.C.
1161 Lake Cook Road, Suite E
Deerfield, IL 60015
877/440-0860
Cook County Firm No. 47426

pdfelement

EXHIBIT
A

State of Illinois
 Department of Financial and Professional Regulation
 Division of Professional Regulation

LICENSE NO. 017-021112 **EXPIRES 06/31/2012**

LICENSED COLLECTION AGENCY

RESURGENCE FINANCIAL LLC
 4100 COMMERCIAL AVE.
 NORTHBROOK, IL 60062

Signature: [Handwritten Signature]
 [Stamp: RECEIVED...]

ILLINOIS (Watermark)

STATE OF ILLINOIS (Seal)

Cut on Dotted Line

[Print this Listing](#)

10/19/2011

**Illinois Division of Professional
Regulation**10:13:55
AM**SEARCH FOR LICENSEE BY PROFESSION:**

Collection Agency, Licensed

THERE ARE 3 RECORDS WHOSE NAME CONTAINS: resurgence

Licensee's Name	DBA/AKA	License Number	License Status	City, State	Original Date	Current Exprtn	Ever Disciplined?
RESURGENCE CAPITAL LLC		017021348	ACTIVE	Northbrook, IL	03/01/2010	05/31/2012	N
RESURGENCE FINANCIAL LLC		017021112	CHANGE OF OWNERSHIP	Northbrook, IL	04/16/2008	05/31/2012	N
RESURGENCE FINANCIAL LLC		017021406	ACTIVE	Northbrook, IL	08/10/2010	05/31/2012	N

Page 1



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

RESURGENCE FINANCIAL, LLC, an Illinois
Limited Liability Company

Plaintiff

v.

[REDACTED] MICHAELS

Defendant(s)

Case No. [REDACTED]

NOTICE OF MOTION

To: EX-PARTE

On November 16, 2020, at 2:00 p.m., or as soon thereafter as counsel may be heard, I shall appear before the Honorable Judge Presiding, Courtroom 1101 at the Circuit Court of Cook County, First District, Richard J. Daley Center, Chicago, Illinois, and shall then and there present the attached *Motion for Alternative Service*.


RESURGENCE FINANCIAL, LLC
One of Its Attorneys

RESURGENCE FINANCIAL, LLC
Legal Department
4100 Commercial Avenue
Northbrook IL 60062
847/656-2200
Firm No. 41776

Christopher DiPlacido, Esq.



8. On January 2, 2009 Plaintiff responded to Defendant's December 18, 2008 letter stating the account information was sent on September 15, 2008, and enclosed a copy of the letter once more for the Defendant to review. A copy of Plaintiff's response is attached hereto as Exhibit "G".
9. On January 7, 2009 Plaintiff received again a letter from the Defendant stating general denial. A Copy of the Defendant's letter is attached hereto as Exhibit "H".
10. On March 19, 2009 Defendant was served by a Special Process Server via Abode service, at 7400 N Harlem Ave., Apt 1W, Chicago IL 60631 with a copy of an Alias Summons and the Verified Complaint at Law, upon a male who stated to be living at the address for only a week, the Special Process Server witnessed the Defendant's name listed on the mailbox, and the phone number to this address is registered to a [REDACTED] Michaels. A Copy of the Special Process Server's affidavit of service is attached hereto as Exhibit "I".
11. On May 11, 2009 Defendant's Counsel filed a motion to Quash Service. A Copy of the Defendant's Counsel's motion is attached hereto as Exhibit "J".
12. On June 1, 2009 Defendant's motion to Quash Service was granted. A Copy of this Court's order is attached hereto as Exhibit "K".
13. On July 6, 2009 the Special Process Server attempted service of an Alias Summons, but was unable to effectuate service after being told by a [REDACTED] Albemese that the Defendant was kicked out months ago, the Special Process Server witnessed the Defendant's name on the mailbox, but then upon returning found it to be torn off. A copy of the Non-service Affidavit for the Alias Summons is attached hereto as Exhibit "L".
14. On July 20, 2009 Plaintiff received a Consumer Complaint Report from the Office of the Attorney General filed by the Defendant, in the report the Defendant states her current address to be 7400 N Harlem Ave., Apt 1W, Chicago IL 60631. A Copy of the Consumer Complaint Report is attached hereto as Exhibit "M".
15. Upon receiving the Special Process Server's Non-service Affidavit Plaintiff executed a current address search for the Defendant via Accurant which resulted in finding 7400 N Harlem Ave., Apt 1W, Chicago IL 60631 to be the Defendant's current place of residence. A copy of the Accurant current address search results are attached hereto as Exhibit "N".
4. Despite the reasonable efforts of Plaintiff's Special Process Server, due to the Defendant's efforts to evade service of process, it has become impractical to either serve Defendant with the Complaint at Law and Alias Summons personally or by leaving a copy at his usual place of abode pursuant to 735 ILCS 5/2-203.1.

personally or by leaving a copy at his usual place of abode pursuant to 735 ILCS 5/2-203.1.

WHEREFORE, Plaintiff, Resurgence Financial, LLC, an Illinois Limited Liability Company, prays that this Honorable Court grant its motion and enter an order pursuant to 735 ILCS 5/2-203.1 allowing substitute service of process on the Defendant(s), [REDACTED] MICHAELS, by serving the Defendant(s) via certified mail, first class mail and by posting by a special process server, and for any such other and further relief as this Court deems just and proper.

Respectfully Submitted,

RESURGENCE FINANCIAL, LLC,
an Illinois Limited Liability Company,
Plaintiff herein,



By One of Its Attorneys

Christopher DiPlacido, Esq.

VERIFICATION BY CERTIFICATION

Under the penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that s/he verily believes the same to be true.



Attorney for Plaintiff

Christopher DiPlacido, Esq.

RESURGENCE FINANCIAL, LLC
Legal Department
4100 Commercial Avenue
Northbrook IL 60062
847/656-2200
Firm No. 41776

RESURGENCE
FINANCIAL, LLC

ADDRESS 4100 COMMERCIAL AVENUE
NORTHBROOK, IL 60062
PHONE 877/694-7500 (Outside Illinois)
847/656-2200 (In Illinois)
FAX 847/656-2201

July 22, 2008

██████████ MICHAELS
7400 N HARLEM AVE APT 1W
CHICAGO IL 60631

RE: Resurgence Financial, LLC, as Assignee of CITIBANK SOUTH DAKOTA NA/CITIBANK UNIVERSAL
VS: SUSANNE M MICHAELS
BALANCE DUE: ██████████
OUR FILE NO.: ██████████
ORIGINAL ACCOUNT NO.: ██████████

Dear ██████████ MICHAELS:

Please be advised that Resurgence Financial, LLC is the assignee of CITIBANK SOUTH DAKOTA NA / CITIBANK UNIVERSAL and is attempting to collect its account with you in the amount of ██████████

1. Amount of Debt: ██████████
2. Name of Creditor: Resurgence Financial, LLC, as Assignee of CITIBANK SOUTH DAKOTA NA / CITIBANK UNIVERSAL
3. Unless you dispute the validity of the debt or any portion thereof within 30 days after receipt of this notice, the debt will be assumed to be valid by us.
4. If you notify us, in writing, within 30 days after receipt of this notice, that the debt, or any portion thereof, is disputed, we will obtain verification of the debt, and a copy of such verification will be mailed to you.
5. Upon your written request within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.
6. This firm is a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

Very truly yours,

RESURGENCE FINANCIAL, LLC

/TIP



July 29, 2008

Via Certified Mail
RESURGENCE FINANCIAL, LLC
4700 Commercial Avenue
Northbrook, IL 60062

Re: Citibank South Dakota
Your File [REDACTED]

To Whom It May Concern:

I do not have the above-referenced Citibank account.

Sincerely,

[REDACTED] Michaels

[REDACTED] Michaels



RESURGENCE
FINANCIAL, LLC

ADDRESS | 4100 COMMERCIAL AVENUE
NORTHBROOK, IL 60062
PHONE | 877/694-7500 (Outside Illinois)
847/656-2200 (In Illinois)
FAX | 847/656-2201

September 15, 2008

LEGAL DEPARTMENT

██████████ MICHAELS
7400 N HARLEM AVE APT 1W
CHICAGO IL 60631

RE: Resurgence Financial, LLC, as Assignee of CITIBANK SOUTH DAKOTA NA/CITIBANK UNIVERSAL
██████████ MICHAELS
Our File: ██████████

Dear Ms. ██████████

I am in receipt of your letter dated July 29, 2008 regarding the debt owed to Resurgence Financial, LLC, as assignee of CITIBANK SOUTH DAKOTA NA /CITIBANK UNIVERSAL. Below is an explanation of this account.

Our records indicate that the account was a CITIBANK SOUTH DAKOTA NA /CITIBANK UNIVERSAL credit card with an account number of ██████████. The account was opened on or about June 12, 2002 and was charged-off on August 14, 2006. The last payment on this account was made on or about January 11, 2006. At the time of charge-off, your account carried a balance of ██████████. Your account now carries a balance of ██████████. Interest continues to accrue while it remains unpaid.

The debt was subsequently purchased by Resurgence Financial on July 11, 2008. The account information stated above was received from CITIBANK SOUTH DAKOTA NA /CITIBANK UNIVERSAL. CITIBANK SOUTH DAKOTA NA /CITIBANK UNIVERSAL also supplied the last known address as to where billing statements had been sent, in addition to the social security number under which the account was opened. To verify, the last four digits of your social security number are ██████████.

This letter should serve to provide you with the information requested regarding the above-referenced account. Please feel free to contact me in order to amicably resolve this matter.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

RESURGENCE FINANCIAL, LLC

Robert I. Dorf, Corporate Counsel

/EMM

MAIL TO: Resurgence Financial, LLC, 4100 Commercial Avenue, Northbrook, IL 60062



10/8/08

Re: Your File # [REDACTED]

Mr. Dorf:

I am unemployed and
do not have any income.

[REDACTED] Michaels



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

Returnable in 602, Richard J. Daley Center, 9:30 a.m. Sharp

RESURGENCE FINANCIAL, LLC,
an Illinois Limited Liability Company

Plaintiff

v.

SUE MICHAELS
Defendant(s).

Amount Claimed: [REDACTED]

Appearance Filing / Return Date: DEC 29 2008.

PLEASE SERVE:

MICHAELS
7400 N HARLEM AVE APT 1W
CHICAGO IL 60631

SUMMONS

To each defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in Room 602 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, on or before DEC 29 2008 at or before 9:30 a.m.
2. File your answer to the complaint before 9:00 a.m. as required by the applicable subsections of Paragraph 3 in the NOTICE TO DEFENDANT on the reverse side.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than three (3) days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than three (3) days before the date for appearance.

THERE WILL BE A FEE TO FILE YOUR APPEARANCE. SEE FEES ON THE REVERSE SIDE OF THIS FORM.

RESURGENCE FINANCIAL, LLC
Legal Department
4100 Commercial Avenue
Northbrook, IL 60062
847/656-2200
Firm No. 41776

WITNESS, DOROTHY BROWN NOV 5 2008

DOROTHY BROWN, Circuit Court Clerk

Date of Service: _____
(To be inserted by officer on copy left with Defendant or other person)

SEE REVERSE SIDE

DOROTHY BROWN, CLERK OF [REDACTED] OF COOK COUNTY, ILLINOIS



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

RESURGENCE FINANCIAL, LLC, an Illinois
Limited Liability Company,

Plaintiff

v.

[REDACTED] MICHAELS

Defendant(s)

) [REDACTED]
) [REDACTED]
) [REDACTED]
) Return Date: [REDACTED]
) [REDACTED]
) Amount Claimed: [REDACTED]
) [REDACTED]
) [REDACTED]
) [REDACTED]
) [REDACTED]
) [REDACTED]

VERIFIED COMPLAINT AT LAW

RESURGENCE FINANCIAL, LLC, an Illinois Limited Liability Company, ("Plaintiff"), by and through one of its attorneys, complains of [REDACTED] MICHAELS, ("Defendant"), as follows:

1. Pursuant to 735 ILCS 5/2-403, Plaintiff is proceeding in this cause as the Assignee of CITIBANK SOUTH DAKOTA NA/CITIBANK UNIVERSAL, ("CITIBANK SOUTH DAKOTA NA/CITIBANK UNIVERSAL"), as set forth in the Bills of Sale attached hereto, made a part thereof, and marked as Exhibit "A".
2. CITIBANK SOUTH DAKOTA NA/CITIBANK SOUTH DAKOTA NA and Defendant entered into a Cardmember Agreement ("Agreement"), wherein CITIBANK SOUTH DAKOTA NA/CITIBANK UNIVERSAL issued a credit card account number [REDACTED] to Defendant and Defendant agreed to pay all amounts charged by the use of the credit card. A copy of the Agreement containing the terms and conditions governing the use of the credit card is attached hereto, made a part hereof, and marked as Exhibit "B".
3. Thereafter, Defendant incurred charges by use of the credit card.
4. As set forth in the Affidavit of Plaintiff, attached hereto, made a part hereof, and marked as Exhibit "C", there is due and owing from Defendant to Plaintiff the sum of [REDACTED] of which no part has been paid, although duly demanded.
5. Defendant resides in the State of Illinois.

WHEREFORE, Plaintiff, Resurgence Financial, LLC, an Illinois Limited Liability Company, demands a judgment against the Defendant, [REDACTED] MICHAELS, in the sum of [REDACTED], plus court costs.

Respectfully Submitted,

RESURGENCE FINANCIAL, LLC,
an Illinois Limited Liability Company,
Plaintiff herein,



By One of Its Attorneys

VERIFICATION

Bradley Romig, Esq.
Resurgence Financial, LLC

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information an belief, and as to such matters the undersigned certifies as aforesaid that s/he verily believes the same to be true.



RESURGENCE FINANCIAL, LLC
By One of Its Attorneys

Bradley Romig, Esq.
Resurgence Financial, LLC



RESURGENCE FINANCIAL, LLC
Legal Department
4100 Commercial Avenue
Northbrook, IL 60062
847/656-2200
Firm No. 41776



EXHIBIT “A”

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated February 28, 2008, between Citibank (South Dakota), N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Portfolio A, LLC ("Buyer"), with its headquarters/principal place of business at 10625 Techwoods Circle, Cincinnati, OH 45242.

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated February 28, 2008, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, all of the Bank's right, title and interest in and to the Accounts described in Section 1.2 of the Agreement.

Except as provided for in the Agreement, this Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

Citibank (South Dakota), N.A.

Unifund Portfolio A, LLC

By: _____

(Signature)

By: _____

(Signature)

Name: Douglas C. Morrison

Name: Henry N. Thomas
Vice President

Title: Vice President & CFO

Title:

uniFund

Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Resurgence Financial, LLC ("Purchaser"), dated as of July 11, 2008 (the "Agreement"), does hereby sell, assign, and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts described in the attached Annex A and referred to as Receivables in the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on July 11, 2008.

UNIFUND CCR PARTNERS


By
Joel Rosenthal, Director, Sales and Marketing

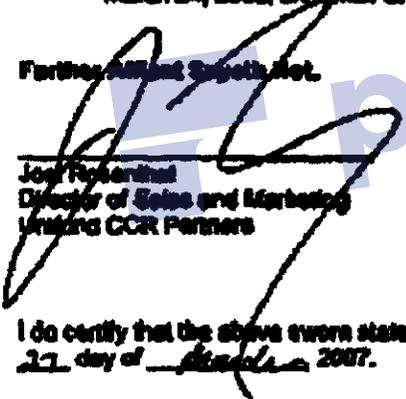


AFFIDAVIT

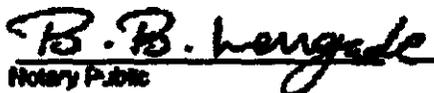
I, **Joel Rosenthal**, as Director of Sales and Marketing, for the Unifund Group, being duly sworn, deposes, and says:

1. Unifund CCR Partners is a New York General Partnership, and is the operating company for the Unifund Group.
2. Unifund Portfolio A, LLC is an Ohio limited liability company.
3. Unifund CCR Partners and Unifund Portfolio A, LLC share 100% common ownership.
4. Unifund Portfolio A, LLC purchased various portfolios of accounts from multiple sellers.
5. In accordance with a Servicing Agreement between Unifund CCR Partners and Unifund Portfolio A, LLC dated July 8, 2001; Unifund CCR Partners has the right and authority to sell accounts on behalf of Unifund Portfolio A, LLC.
6. Pursuant to such right and authority, Unifund CCR Partners sold a portfolio of 1310 accounts to Reurgence Financial, LLC via a Purchase Agreement and Bill of Sale dated March 24, 2008, on behalf of Unifund Portfolio A, LLC.

Further Affiant Swears Not.


 Joel Rosenthal
 Director of Sales and Marketing
 Unifund CCR Partners

I do certify that the above sworn statement was duly taken and subscribed in my presence, this 27 day of March 2007.


 Notary Public



BHARATI LENGADE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
May 14, 2012



EXHIBIT “B”



EXHIBIT “C”

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

RESURGENCE FINANCIAL, LLC, an Illinois Limited Liability Company

Case No. [REDACTED]

Plaintiff

v. [REDACTED] MICHAELS

Defendant(s).

AFFIDAVIT OF CLAIM

I, Eileen M. Mahon, Account Administrator, being first duly sworn upon my oath depose and state as follows:

1. I am over the age of 21, under no legal disability, and if called and sworn as a witness in this cause, would testify that I have personal knowledge of the facts set forth in this petition.
2. I am employed by Resurgence Financial, LLC, an Illinois Limited Liability Company ("Resurgence").
3. Resurgence is proceeding in this matter on an assignment from Unifund.
4. I am familiar with the account of [REDACTED] MICHAELS with Resurgence.
5. I am familiar with the computer records of Resurgence and how to search the records of Resurgence to determine the status of accounts with our company.
6. I have the authority to review the computer records of Resurgence.
7. I have reviewed the records of Resurgence, which reflect that [REDACTED] MICHAELS was issued a credit card by CITIBANK SOUTH DAKOTA NA / CITIBANK UNIVERSAL, with an account number of [REDACTED] and that the issuer, CITIBANK SOUTH DAKOTA NA / CITIBANK UNIVERSAL charged off said account on August 14, 2006, as a result of Defendant defaulting in making payments pursuant to the Cardmember Agreement.
8. I have reviewed the computer records of Resurgence. There is a balance due to Resurgence on this account in the amount of [REDACTED] and Resurgence has not received payment.

FURTHER, THE AFFIANT SAYETH NAUGHT.

Eileen M. Mahon
RESURGENCE FINANCIAL, LLC
EILEEN M. MAHON, Account Administrator

"OFFICIAL SEAL"
TRESSA I PECK
Notary Public, State of Illinois
My Commission Expires 11/4/2009

SUBSCRIBED AND SWORN TO before me this 21st day of October, 2008.

Tressa I Peck
NOTARY PUBLIC

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

FIRST MUNICIPAL DISTRICT

RESURGENCE FINANCIAL, LLC, an Illinois
Limited Liability Company,

Plaintiff

v.

[REDACTED] MICHAELS

Defendant(s)

CASE NUMBER

FILE STAMP HERE

AFFIDAVIT TO MILITARY SERVICE

Resurgence Financial LLC, by its duly authorized agent, being first duly sworn upon my oath depose and states:

With respect to (each) defendant, [REDACTED] MICHAELS, 7400 N HARLEM AVE APT 1W, CHICAGO IL 60631:

- the Defendant is
- the Defendant is not
- I am unable to determine whether the Defendant is

in the military service of the United States of America.

This affidavit is based on these facts: I searched on the Department of Defense website: www.dmdc.osd.mil/scra/owa/home and the report indicated that the Defendant (is) (is not) on active military duty.

"OFFICIAL SEAL"
TRESSA I PECK
Notary Public, State of Illinois
My Commission Expires 11/4/2009

Eileen M. Mahon
EILEEN M. MAHON

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the above signed certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on the information and belief and as to such matters the above signed certifies as aforesaid that s/he believes the same to be true.

Sworn and Subscribed before me
this 21st day of October, 2008.
Tressa I Peck
NOTARY PUBLIC

RESURGENCE FINANCIAL, LLC
Legal Department
4100 Commercial Avenue
Northbrook, IL 60062
847/656-2200
Firm No. 41776

R-66893

December 2, 2008

Resurgence Financial
4100 Commercial Avenue
Northbrook, Illinois 60062

Re: \$ [REDACTED]

Sir or Madam:

Las month, I requested the original creditor information along with documentation regarding the above-referenced, but still haven't received anything. I have no knowledge of this. Can you send me this as soon as possible?

Very truly yours,

[REDACTED]

Michaels

Michaels





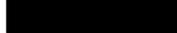
RESURGENCE

FINANCIAL, LLC

ADDRESS	4100 COMMERCIAL AVENUE NORTHBROOK, IL 60062
PHONE	877/694-7500 (Outside Illinois) 847/656-2200 (In Illinois)
FAX	847/656-2201

January 2, 2009

LEGAL DEPARTMENT

 MICHAELS
 7400 N HARLEM AVE APT 1W
 CHICAGO IL 60631

RE: Resurgence Financial, LLC, as Assignee of CITIBANK SOUTH DAKOTA NA/CITIBANK UNIVERSAL
 MICHAELS
 Our File # 
 Original Account Number: 
 Case Number: 

Dear Ms. Michaels:

I am in receipt of your letter dated December 2, 2008. On September 15, 2008 we responded to your initial correspondence, a copy of which is enclosed for your review. You then responded with the enclosed letter dated October 8, 2008 indicating that you were unemployed and have no income. Should you wish to set up a payment arrangement, please contact me toll-free at (877)694-7500, ext. 302. Otherwise we intend to proceed with legal action to preserve Resurgence Financial, LLC's rights to recover the debt balance on this account.

Thank you for your attention to this matter..

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

RESURGENCE FINANCIAL, LLC

Robert I. Dorf
 Corporate Counsel

Enc.

January 7, 2009

Resurgence Financial
4100 Commercial Avenue
Northbrook, IL 60062

Re: Your File [REDACTED]

Dear Mr. Dorf:

I have no knowledge of this debt. I didn't have an account with Citibank that was delinquent. Send me documentation from the original creditor with a history of payments, etc.

[REDACTED] pdfelement [REDACTED] Michaels
[REDACTED] Michaels

7400 N. Harlem

Chicago, IL 60631



Client Case ID: [REDACTED]
Law Firm ID: RESURGEN



Case Return Date: FILED B - 13

Affidavit of SPECIAL PROCESS SERVER

COOK COUNTY CIRCUIT COURT, STATE OF ILLINOIS

JUSTICE COURT
COOK COUNTY, IL

Case Number [REDACTED]

I, R. MARSHALL GRADY

FIRST DULY SWORN ON OATH STATES THAT I AM OVER 18 YEARS OF AGE AND NOT A PARTY TO THIS SUIT AND IS A REGISTERED EMPLOYEE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION PRIVATE DETECTIVE AGENCY [REDACTED]

ABODE SERVICE

THAT I SERVED THE WITHIN SUMMONS AND COMPLAINT
ON THE WITHIN NAMED DEFENDANT [REDACTED] MICHAELS
PERSON SERVED MEMBER OF HOUSEHOLD, NAME REFUSED

I SERVED A MEMBER OF HOUSEHOLD 13 YEARS OF AGE OR OLDER AT THE DEFENDANTS USUAL PLACE OF ABODE AND INFORMED THAT PERSON OF THE CONTENTS THEREOF AND FURTHER MAILED A COPY OF THE SUMMONS OR PROCESS IN A SEALED ENVELOPE WITH POSTAGE PREPAID TO THE DEFENDANT, AT HIS USUAL PLACE OF ABODE WITHIN TWO BUSINESS DAYS OF THE SERVICE.

SUBJECT SERVED CLAIMS SHE MOVED OUT 1 WEEK AGO, AND HE WILL THROW THIS SUMMONS IN THE TRASH.

A SKIPTRACE HAS FOUND THIS TO BE THE MOST CURRENT ADDRESS FOR THE DEFENDANT.

THE DEFENDANTS NAME IS LISTED HERE ON THE MAILBOX.

THE PHONE NUMBER HERE IS PUBLISHED TO [REDACTED] MICHAELS [REDACTED]

That the sex, race and approximate age of the person whom I left the SUMMONS AND COMPLAINT are as follow:

Sex MALE Race WHITE Age 46
Height 6'2 Build HEAVY Hair BROWN

LOCATION OF SERVICE 7400 N HARLEM AVE APT 1W
CHICAGO, IL, 60631

Date Of Service: 3/19/09 Time of Service: 11:24 AM Date Of Mailing: 3/20/2009

[Signature] R. MARSHALL GRADY 3/27/2009
SPECIAL PROCESS SERVER
[REDACTED]

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements are true and correct, except as to matters therein stated to be on information and belief and such matters the undersigned certifies as aforesaid that he/she verily believes same to be true.

[Signature]

Total: \$42.50



3303

CCG N003-150M-2/27/04 (3335092)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Resurgence Financial, LLC, an IL Limited Liability Co.

v.

Michaels

No. _____

NOTICE OF MOTION

To: Resurgence Financial, LLC
Legal Dept. 4100 Commercial Ave.
Northbrook, IL 60062

FILED-3
2009 MAY 11 PM 1:28
CLERK OF THE CIRCUIT COURT OF COOK COUNTY

On 5-14- 2009, at 2:00 ^{pm.} p.m. or as soon thereafter as counsel

may be heard, I shall appear before the Honorable Rhoda Sweeney or any Judge sitting in that Judge's stead, in the courtroom usually occupied by him/her, located at Courtroom 1101, Daley Center Chicago, Illinois, and present

Motion to Quash Service

Name John J. Ward Atty. No. 22030 Pro Se 99500
Address 1011 W. 31st Street Attorney for Defendant
City/State/Zip Chicago, IL 60608 Telephone 773/376-9399

PROOF OF SERVICE BY DELIVERY

I, _____, the attorney/non attorney* certify that on the _____ day of _____, I served this notice by delivering a copy personally to each person to whom it is directed.

Date _____

Signature/Certification _____

PROOF OF SERVICE BY MAIL

I, Donna Rodriguez, the attorney/non attorney* certify that I served this notice by mailing

a copy to above listed at above listed (address on envelope)

and depositing the same in the U. S. Mail at Stock yards post office (place of mailing)

at 3:00 ^{pm.} on the 11th day of May, 2009, with proper postage prepaid.

Date 5-11-09

Donna Rodriguez
Signature/Certification

NOTE: If more than one person is served by delivery or mail, additional proof of service may be made by attaching an additional sheet to this Notice of Motion.

DOROTHY BROWN, CLERK _____ COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

Resurgence Financial, LLC, an Illinois)
Limited Liability Company)
Plaintiff)
v.) No. [REDACTED]
[REDACTED] Michaels)
Defendant)

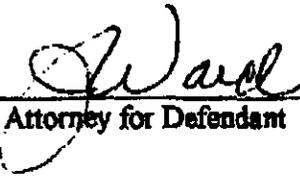
2009 MAY 11 PM 1:28
FILED-3

MOTION TO QUASH SERVICE

Now Comes the Defendant, [REDACTED] Michaels, by and through her attorney, John J. Ward and pursuant to 735 5/2-301 moves the Court to quash service of process allegedly made on the Defendant on March 19, 2009, and in support of this motion, states as follows:

1. That the Circuit Court Clerk's case information summary indicates substitute service upon the Defendant on March 19, 2009.
2. That on April 20, 2009, Judge Rhoda Davis Sweeny entered an order of default against the Defendant and reset the case for prove up on May 18, 2009.
3. That attached hereto as Exhibit A is the Defendant's affidavit wherein she states under oath that neither she nor a member of her household above the age of 13 was served with the Complaint and Summons in this cause of action

Wherefore, the Defendant respectfully requests that the Court enter an order quashing service.

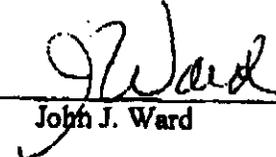


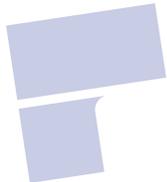
Attorney for Defendant

John J. Ward
Attorney at Law
1011 W. 31st St.
Chicago, IL 60608
773/376-9399
Attorney No. 22030

VERIFICATION AND CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matter the undersigned certifies as aforesaid that he verily believes the same to be true.


John J. Ward

 pdfelement

John J. Ward
Attorney at Law
1011 W. 31st St.
Chicago, IL 60608
773/376-9399
Attorney No. 22030

FILED-11

Client Case ID: [REDACTED]
Law Firm ID: RESURGEN



Case Return Date: 09 JUL 09 PM 3:52

Affidavit of Special Process Server

COOK COUNTY CIRCUIT COURT, STATE OF ILLINOIS

Case Number [REDACTED]

CLERK
TOWN

I, TERRENCE RYAN

FIRST DULY SWORN ON OATH STATES THAT I AM OVER 18 YEARS OF AGE AND NOT A PARTY TO THIS SUIT AND IS A REGISTERED EMPLOYEE OF PRIVATE DETECTIVE AGENCY [REDACTED] LICENSED BY THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION.

NON-SERVICE

DEFENDANT NAME [REDACTED] MICHAELS

I HAVE ATTEMPTED TO SERVE SUMMONS AND COMPLAINT AT THE LOCATION 7400 N HARLEM AVE APT 1W CHICAGO, IL, 60631 BEING A APARTMENT BUILDING

ON THE DEFENDANT ON THIS CAUSE AND HAVE BEEN UNABLE TO SERVE BECAUSE:

THE FOLLOWING ARE THE DATES AND TIMES OF ATTEMPTED SERVICE: 6-30 @ 741PM, NO ANSWER. PEOPLE INSIDE. THE DEFENDANTS NAME IS LISTED ON THE MAILBOX. 7-1 @ 831AM, I LEFT A POST IT NOTICE FOR THE DEFENDANT TO CALL ME VIA CELL PHONE. 7-2 @ 845PM, NO ANSWER. THE DEFENDANTS NAME IS NO LONGER LISTED ON THE MAILBOX. 7-5 @ 845AM, I LEFT A VOICEMAIL (773-831-4667). LATER THAT NIGHT I RECEIVED A PHONE CALL FROM CURRENT OCCUPANT [REDACTED] ALBANESE (WHO IS LISTED HERE ON THE BOX AND BELL). HE YELLED AT ME ON THE MESSAGE SAYING THAT HE THREW [REDACTED] OUT SEVERAL MONTHS AGO BECAUSE SHE DID NOT PAY HER RENT AND WAS NOT PAYING HER BILLS. ON 7-6 I SPOKE WITH MR. ALBANESE WHO TOLD ME HE HAS NO INFORMATION ON HER AND HOPES SHE IS LIVING ON THE STREETS BECAUSE SHE SCREWED HIM ON RENT. HE STATED THAT HE WILL NOT ACCEPT ANY DOCUMENTS OR OPEN THE DOOR BECAUSE SHE NO LONGER LIVES HERE. BAD ADDRESS, UNABLE TO SERVE. A SKIPTRACE WAS UNABLE TO LOCATE THE DEFENDANT AT THIS TIME. A REQUEST FOR CHANGE OF ADDRESS INFORMATION HAS BEEN SENT TO THE USPS.

Date Of Last Attempt 7/6/09

Time 8:05 AM

TERRENCE RYAN 7/7/2009
Special Process Server

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statement are true and correct, except as to matters therein stated to be on information and belief and such matters the undersigned certifies as aforesaid that he/she verily believes same to be true.

Total: \$33.50





R-66893

OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

July 20, 2009

RECEIVED
JUL 23 2009

BY:

Resurgence Financial, LLC.
4100 Commercial Avenue
Northbrook, IL 60062

Re: [REDACTED] Michaels
File No: [REDACTED]

Dear Sir/Madam:

The Consumer Protection Division, of the Office of the Attorney General received a consumer complaint involving your business. We have enclosed a copy of the complaint for your examination.

We would appreciate your review and response to the complaint, as well as any suggestions for a potential resolution. Please include copies of any substantiating documents which relate to this complaint with your response. If the matter has been resolved, we would appreciate knowing it.

Please provide a response within ten days. All communications must be in writing. Direct all correspondence to Consumer Protection Division, Office of Attorney General, 100 West Randolph Street, Chicago, IL 60601. Refer to the above mentioned file on all correspondence.

Sincerely,

ATTORNEY GENERAL
State of Illinois

Adam Zbroja

Adam Zbroja
Citizen's Advocate
Consumer Protection Division
(312) 814-3810

enclosure
/drf

500 South Second Street, Springfield, Illinois
100 West Randolph Street, Chicago, Illinois
1001 East Main, Carbondale, Illinois 62901



(877) 844-5461 • Fax: (217) 782-7046
(800) 964-3013 • Fax: (312) 814-3806
(618) 529-6416





LISA MADIGAN

Illinois Attorney General
Consumer Fraud Bureau
500 South Second Street
Springfield, IL 62706
217-782-1090

1-800-243-0618 (Toll free in IL)
TTY: 1-877-844-5461

www.IllinoisAttorneyGeneral.gov

Office Use Only	
CLMS:	<u>237-106</u>
AG:	_____

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION:

NAME OF SELLER OR PROVIDER OF SERVICE:

Name: Mr., Mrs., Ms. (circle one) [redacted] Michaels	Name: _____
Address: 7400 N. Harlem, Chicago, IL 60631 Cook	Address: _____
City: State: Zip code: County: (773) 631-4667	City: State: Zip code: _____
Your Telephone Number: Daytime () _____ Evening () _____	Telephone () Website: _____
Your e-mail address (optional): _____	Additional seller or provider of service involved in transaction: Name: _____
Are you a senior citizen? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Address: _____
Who referred you to this office? _____	City: State: Zip code: _____
	Telephone () Website: _____

Has this matter been submitted to another government agency, an arbitration service, or to an attorney? Yes No
 If yes, please give name, address, telephone number #. FTC
 Is court action pending? Yes No

INFORMATION ABOUT THE TRANSACTION

Date of Transaction: _____ **Did you sign a contract?** Yes No **Date contract was signed:** _____
 (If yes, please attach a copy)

Was the product or service advertised? Yes No **When?** _____ (Please attach a copy of the advertisement, if available)

How was the service advertised? <ul style="list-style-type: none"> • Newspaper/magazine • Radio advertisement • Television advertisement • Internet advertisement • E-mail solicitation • Direct mail solicitation • Telephone solicitation • Yellow pages of the telephone book • Facsimile solicitation • Door-to-door solicitation • Display at merchant's place of business • Display at a trade show/convention, etc. • Other _____ 	Total Cost of product/service: \$ _____ Amount paid to date/down payment: \$ _____ Method of payment (check one) (Please attach a copy) Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit Card <input type="checkbox"/> Bank Draft <input type="checkbox"/> Wire Transfer <input type="checkbox"/> Automatic Debit <input type="checkbox"/> Other _____ If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes <input type="checkbox"/> No <input type="checkbox"/> (Under the Federal Fair Credit Billing Act, you have 60 days from the time that you receive your statement to dispute the charge.)
--	--

Where did the transaction take place?

- At my home
- Over the telephone
- By mail
- Over the Internet
- Trade show/convention/home show
- At the firm's place of business
- By facsimile
- Other (please specify) _____
- There was no transaction

Have you complained to the company or individual?
 Yes No

If yes, provide name and phone number of the individual(s):

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

Make:	Model:	Year:	New: Yes <input type="checkbox"/> No <input type="checkbox"/>	As-Is: Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of Extended Warranty:	Purchase Date:	Current Mileage:	Mileage at Purchase:
Expiration Date:				

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint. **PLEASE DO NOT SEND ORIGINALS.**

I received a letter from a place called Resurgence Financial demanding payment of \$ [REDACTED] I wrote them back telling them I was unemployed and asked for documentation as I have no idea what this is about. I haven't received anything and now they filed a complaint in Cook Count, [REDACTED] I am worried sick that this will ruin my credit. Please help me.



What form of relief are you seeking? (E.g. exchange, repair, money back, product delivery, etc.)
 For this company to leave me alone and stop sending me letters and filing court papers. ~~They are not allowed~~

READ THE FOLLOWING BEFORE SIGNING BELOW:

In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless box checked below. The above complaint is true and accurate to the best of my knowledge.

Signature: [REDACTED] *Michael* Date: 12/3/08

- Check here if you only want to notify our office of your concerns and do not want a mediation process initiated.

Please print and send the completed form to the address at the top of this complaint form. Incomplete forms may be returned.

Dorothy Brown

Clerk of the Circuit Court

Cook County

Case Information Summary for Case Number
[REDACTED]

Remove Watermark Now

Filing Date: 11/6/2008
Division: Municipal Division
Ad Damnum: \$ [REDACTED]

Case Type: CONTRACT
District: First Municipal
Calendar:

Party Information

Plaintiff(s)

RESURGENCE FINANCI

Attorney(s)

RESURGENCE FINANCIAL LLC
4100 COMMERCIAL AVE
NORTHBROOK IL, 60062
(847) 656-2200

Date of Service

Defendant(s)

MICHAELS [REDACTED]
[REDACTED]

Attorney(s)

Case Activity

Activity Date: 11/6/2008

Participant: RESURGENCE FINANCI

CONTRACT COMPLAINT FILED

Date: 12/29/2008

Attorney: RESURGENCE FINANCIAL LLC

Court Time: 0930

Court Room: 1101

Court Fee: 229.00

Ad Damnum Amount: 9993.89

Please note: Neither the Circuit Court of Cook County nor the Clerk of the Circuit Court of Cook County warrants the accuracy, completeness, or the currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.


RESURGENCE
FINANCIAL, LLC

10/8/08
Replied - no income

Remove Watermark Now

ADDRESS | 4100 COMMERCIAL AVENUE
NORTHBROOK, IL 60062
PHONE | 877/694-7500 (Outside Illinois)
847/656-1200 (In Illinois)
FAX | 847/656-1201

September 15, 2008

LEGAL DEPARTMENT

██████████ MICHAELS
7400 N HARLEM AVE APT 1W
CHICAGO IL 60631

RE: Resurgence Financial, LLC, as Assignee of CITIBANK SOUTH DAKOTA NA/CITIBANK UNIVERSAL
VS: ██████████ MICHAELS
Our File: ██████████

Dear Ms. Michaels:

I am in receipt of your letter dated July 29, 2008 regarding the debt owed to Resurgence Financial, LLC, as assignee of CITIBANK SOUTH DAKOTA NA /CITIBANK UNIVERSAL. Below is an explanation of this account.

Our records indicate that the account was a CITIBANK SOUTH DAKOTA NA /CITIBANK UNIVERSAL credit card with an account number of ██████████. The account was opened on or about June 12, 2002 and was charged-off on August 14, 2006. The last payment on this account was made on or about January 11, 2006. At the time of charge-off, your account carried a balance of \$██████████. Your account now carries a balance of \$██████████. Interest continues to accrue while it remains unpaid.

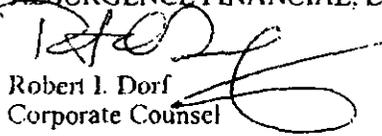
The debt was subsequently purchased by Resurgence Financial on July 11, 2008. The account information stated above was received from CITIBANK SOUTH DAKOTA NA /CITIBANK UNIVERSAL. CITIBANK SOUTH DAKOTA NA /CITIBANK UNIVERSAL also supplied the last known address as to where billing statements had been sent, in addition to the social security number under which the account was opened. To verify, the last four digits of your social security number are ██████████.

This letter should serve to provide you with the information requested regarding the above-referenced account. Please feel free to contact me in order to amicably resolve this matter.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

RESURGENCE FINANCIAL, LLC


Robert I. Dorf
Corporate Counsel

/EMM

LexisNexis • Accurint • for Collections

Person Search Results
Search Terms Used - SSN: [REDACTED]

Records: 1 to 16 of 16

All	Full Name	SSN	Address	Phone	Next Steps
1.	[REDACTED] MICHAELS DOB: [REDACTED] Gender: Female  Setup Alert	[REDACTED]	7400 N HARLEM AVE APT 1W CHICAGO IL 60631-4403 May 07 - Sep 09 ✓ Probable current address	773-631-4667 - CDT ☑ Active Phone MICHAELS S M	
We Also Found: <input type="checkbox"/> Motor Vehicles					
2.	[REDACTED] MICHAELS Gender: Female  Setup Alert	[REDACTED]	7400 N HARLEM AVE APT A CHICAGO IL 60631-4403 Apr 07 - Aug 07 ✓ Probable current address	773-631-4667 - CDT ☑ Active Phone MICHAELS S M 312-806-7525 - CDT 708-867-0126 - CDT	
3.	[REDACTED] MICHAELS DOB: [REDACTED] DOB: [REDACTED] Gender: Female  Setup Alert	[REDACTED]	2478 SUN VALLEY RD LISLE IL 60532-3431 May 01 - Sep 05 ✓ Probable current address	867-0126	
4.	[REDACTED] MICHAELS MICHAELS ALBANESE DOB: 9/1981 (48) Gender: Female  Setup Alert	[REDACTED]	4700 N OLCOTT AVE APT 1W HARWOOD HEIGHTS IL 60706-4657 Nov 98 - Aug 07	867-0126	
5.	[REDACTED] MICHAELS MICHAELS ALBANESE Gender: Female  Setup Alert	[REDACTED]	PO BOX 479 CINCINNATI OH 45201-0479 May 05		
6.	[REDACTED] MICHAELS Gender: Female  Setup Alert	[REDACTED]	5837 DAFRED DR ROCKFORD IL 61107-5111 S [REDACTED]	312-806-7525 - CDT 708-867-0126 - CDT	

01610

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

FILED-60

RESURGENCE FINANCIAL, LLC, an Illinois
Limited Liability Company,

Plaintiff

v.

MICHAELS

Defendant (s)

Case No. [REDACTED] 17 PM 3:38

CIRCUIT COURT OF COOK COUNTY
FIRST MUNICIPAL DISTRICT
CLERK
DOROTHY [REDACTED]

ORDER

THIS CAUSE COMING to be heard on the motion call, Counsel for Plaintiff appearing and moving the court for entry of an order allowing service by comparable method pursuant to 735 ILCS 5/2-203.1, and the Court otherwise being advised in the premises and having jurisdiction,

IT IS HEREBY ORDERED THAT Plaintiff's motion is granted. Plaintiff is given leave to serve the Defendant(s), [REDACTED] MICHAELS, at the last known address of 7400 N HARLEM AVE APT 1W, CHICAGO IL 60631 by alternative method pursuant to 735 ILCS 5/2-203.1 by serving the Defendant via certified mail, first class mail and posting by special process server. Posting shall consist of the Alias Summons and Complaint at the Defendant's service address, as well as a copy of this order. The affidavit of mailing and posting by the special process server shall be deemed as proper service.

IT IS FURTHER ORDERED THAT Plaintiff is granted leave to issue an Alias Summons..

DATED: _____

ENTER: _____
Judge Judge's No.

Judge Francis Davis Sweeney
Nov 18 2009
Circuit Court 1679

RESURGENCE FINANCIAL, LLC
Legal Department
4100 Commercial Avenue
Northbrook IL 60062
847/656-2200
Firm No. 41776



FILED-60

ClientCaseID: [REDACTED]
Law Firm ID: RESURGEN



Case No. [REDACTED] Date: 12/17/09 3:39 PM
Affidavit of Special Process Server
CLERK
MUNICIPAL DEPARTMENT

COOK COUNTY CIRCUIT COURT, STATE OF ILLINOIS

Case Number [REDACTED]

I, TERRENCE RYAN

FIRST DULY SWORN ON OATH STATES THAT I AM OVER 18 YEARS OF AGE AND NOT A PARTY TO THIS SUIT AND IS A REGISTERED EMPLOYEE OF PRIVATE DETECTIVE AGENCY [REDACTED] LICENSED BY THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION.

ALTERNATIVE SERVICE

THAT I SERVED THE WITHIN ORDER SUMMONS AND COMPLAINT ON THE WITHIN NAMED DEFENDANT [REDACTED] MICHAELS BY LEAVING A COPY OF EACH WITH BY POSTING THE DOCUMENTS TO THE FRONT DOOR ON 12/13/09 AND FURTHER MAILED A COPY OF THE PROCESS IN A SEALED ENVELOPE WITH POSTAGE PREPAID TO THE DEFENDANT, AT HIS LISTED ADDRESS ON AND ALSO MAILING A COPY CERTIFIED MAIL DOCUMENTS WERE MAILED BOTH REGULAR AND CERTIFIED ON 12-14-09



That the sex, race and approximate age of the person whom I left the ORDER SUMMONS AND COMPLAINT are as follow: Sex Race Age Height Build Hair

LOCATION OF SERVICE 7400 N. HARLEM APT. # 1W CHICAGO, IL, 60631

Date Of Service 12/13/09 Time of Service 10:45 AM

TERRENCE RYAN [Signature] 12/14/2009
Special Process Server [REDACTED]

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statement are true and correct, except as to matters therein stated to be on information and belief and such matters the undersigned certifies as aforesaid that he/she verily believes same to be true.

[Signature]

Total: \$42.50



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

UNIFUND CCR LLC

Plaintiff(s)

v.

No. [REDACTED]

Mary [REDACTED]

Defendant(s)

TO:

Unifund

MOTION BY

Mary [REDACTED]

FOR

16 NOV 17 2009 1:37 PM 1:37
CLERK OF THE CIRCUIT COURT
CIVIL DIVISION
DOROTHY BROWN
CLERK

To Vacate Judgment dated Oct 15, 2009
was not served by certified mail / summons
and revive a new judgment as asked
by Unifund ATT. on 11-07-16

I (We) do hereby certify that a copy of this instrument was served upon all parties who have appeared and have not previously been found by the Court to be in default for failure to plead.

Dated: 11-07-16

Attorney Certification

Atty. No.: PRO SE - 99500

Name: Mary [REDACTED]

Atty. for:

Address: 13750 Leyden

City/State/Zip: Chicago IL 60627

Telephone: 708-5439-0236

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT/ CIVIL DIVISION

FILED - CV
CLERK OF THE CIRCUIT COURT
CIVIL DIVISION
DEC -5 PM 2:22

UNIIFUND CCR, LLC)
)
Plaintiff,)
)
v.)
)
MARY [REDACTED])
)
Defendant.)

No.: [REDACTED]

DOROTHY BROWN
CLERK

DEFENDANT'S AMENDED MOTION TO SET ASIDE AND VACATE DEFAULT JUDGMENT

NOW COMES Defendant, MARY [REDACTED] Pro Se, on her own behalf, and moves this Honorable Court to vacate the default judgment entered on October 5, 2009, against Defendant, Mary Wilbon.

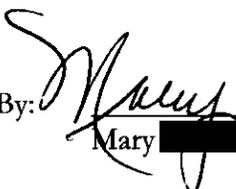
1. Plaintiff, filed a Complaint against, Defendant Mary [REDACTED] on December 4, 2008 alleging Defendant, owed an amount in excess of \$9,000.00.
2. The Cook County Clerk of the Circuit Court docket indicated services was attempted and failed on Defendant, Mary [REDACTED] on the following dates: January 21, 2009, March 12, 2009, April 7, 2009, June 22, 2009, July 24, 2009, and lastly on August 7, 2009.
3. The Cook County Clerk of the Circuit Court, indicates no serve on Defendant, Mary [REDACTED] on each of the dates January 21, 2009, March 12, 2009, April 7, 2009, June 22, 2009, July 24, 2009, and lastly on August 7, 2009 when service was attempted **(Exhibit A)**
4. The Cook County Sheriff's Civil Process Service online Look-up System indicated no Civil Process record on Defendant, Mary [REDACTED] for the case docket number 08 M1 195174. **(Exhibit B)**
5. Defendant, Mary [REDACTED] learned about the judgment most recently after receiving the Summons to Revive Judgment filed by Plaintiffs in this matter. **(Exhibit C)**
6. Defendant, Mary [REDACTED] is an upstanding citizen and would not willfully and purposefully evade this Honorable Court, but would have been present during the prior Court dates had she been properly served notice.
7. On November 7, 2016 Plaintiff presented its motion to Revive Judgment against Defendant, Mary [REDACTED] and she was present before the Honorable Court.

WHEREFORE, DEFENDANT prays for the following relief:

- A. The default judgment against Defendant, Mary [REDACTED] be set aside and vacated *instanter*;
- B. Plaintiff's Motion to Revive Judgment be denied;
- C. Or any other such relief as deemed necessary and reasonable by the Honorable Court.

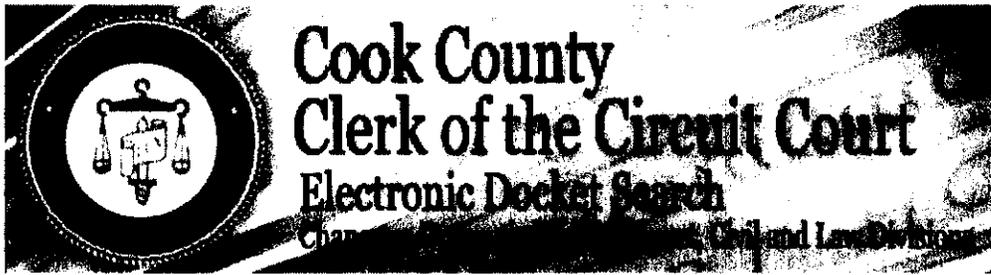
Respectfully submitted,

Mary [REDACTED]

By:  [REDACTED]
Mary [REDACTED] Pro Se

Mary [REDACTED]
PRO SE
P.O. Box 1075
Homewood, IL 60430





Case Information Summary for Case Number

[REDACTED]

Filing Date: 12/4/2008

Division: Municipal Division

Ad Damnum: \$9249.57

Case Type: CONTRACT

District: First Municipal

Calendar:

Party Information

Plaintiff(s)

RESURGENCE FINANCI

Attorney(s)

RESURGENCE LEGAL GROUP P

1161 LAKE COOK RD #E

DEERFIELD IL, 60015

(847) 656-0550

Date of Service

Defendant(s)

SPEED SCHOOL DISTR

Attorney(s)

SOUTHWEST COOK CO

SPEED DIST 802

[REDACTED] MARY A



Case Activity

Activity Date: 12/4/2008

Participant: RESURGENCE FINANCI

CONTRACT COMPLAINT FILED

Court Room: 1101

Court Fee: 229.00

Attorney: RESURGENCE FINANCIAL

LLC

Ad Damnum Amount: 9249.57

Activity Date: 12/4/2008

Participant: RESURGENCE FINANCI

IF SERVED, FILE AN APPEARANCE IN ROOM 602 ON OR BEFORE =====>

Date: 1/26/2009

Activity Date: 1/21/2009

Participant: [REDACTED] MARY A

SUMMONS RETURNED - N.S. REASON: NO CONTACT

Date: 1/13/2009

Activity Date: 3/12/2009

Participant: [REDACTED] MARY A

ALIAS SUMMONS ISSUED AND RETURNABLE

Date: 4/13/2009

Court Time: 0930

Attorney: RESURGENCE FINANCIAL LLC

Court Fee: 6.00

Amount: 9249.57

Activity Date: 3/12/2009

Participant: [REDACTED] MARY A

IF SERVED, FILE AN APPEARANCE IN ROOM 602 ON OR BEFORE =====>

Date: 4/13/2009

Attorney: RESURGENCE FINANCIAL LLC

Amount: 9249.57

Activity Date: 4/7/2009

Participant: [REDACTED] MARY A

ALIAS SUMMONS RETURNED - N.S. REASON: OTHER REASON

Date: 4/5/2009

Activity Date: 5/26/2009

Participant: RESURGENCE FINANCI

NOTICE OF MOTION FILED

Attorney: RESURGENCE FINANCIAL LLC

Activity Date: 5/26/2009

Participant: RESURGENCE FINANCI

MOTION FILED

Attorney: RESURGENCE FINANCIAL LLC

Activity Date: 5/26/2009

Participant: RESURGENCE FINANCI

MOTION SCHEDULED

Date: 6/22/2009

Attorney: RESURGENCE FINANCIAL LLC

Court Time: 0200
Court Room: 1101

Activity Date: 6/22/2009 Participant: [REDACTED] MARY A
ISSUE ALIAS SUMMONS - ALLOWED -
Amount: 7539.56 Judge: SWEENEY, RHODA DAVIS

Activity Date: 7/24/2009 Participant: [REDACTED] MARY A
ALIAS SUMMONS ISSUED AND RETURNABLE
Date: 8/31/2009
Court Time: 0930
Court Fee: 6.00 Attorney: RESURGENCE FINANCIAL LLC
Amount: 9249.57

Activity Date: 7/24/2009 Participant: [REDACTED] MARY A
IF SERVED, FILE AN APPEARANCE IN ROOM 602 ON OR BEFORE =====>
Date: 8/31/2009
Amount: 9249.57 Attorney: RESURGENCE FINANCIAL LLC

Activity Date: 8/7/2009 Participant: [REDACTED] MARY A
ALIAS SUMMONS SERVED - SUBSTITUTE SERV
Date: 8/5/2009

Activity Date: 8/31/2009 Participant: [REDACTED] MARY A
CASE SET ON DEFAULT CALL
Date: 9/14/2009
Court Time: 0915
Court Room: 1101

Activity Date: 9/14/2009 Participant: [REDACTED] MARY A
DEFAULT - ALLOWED -
Judge: SWEENEY, RHODA DAVIS
Microfilm: MD001161089

Activity Date: 9/14/2009 Participant: [REDACTED] MARY A
CASE SET ON PROVE UP CALL
Date: 10/5/2009
Court Time: 0930 Judge: SWEENEY, RHODA DAVIS
Microfilm: MD001161089

Court Room: 1101

Activity Date: 10/5/2009

Participant: [REDACTED] MARY A

DEFAULT - ALLOWED -

Judge: SWEENEY, RHODA DAVIS

Microfilm: MD001230106

Activity Date: 10/5/2009

Participant: [REDACTED] MARY A

ASSESS COSTS - ALLOWED -

Judge: SWEENEY, RHODA DAVIS

Microfilm: MD001230106

Activity Date: 10/5/2009

Participant: [REDACTED] MARY A

EX-PARTE JUDGMENT - ALLOWED -

Judgment Amount: 9249.57

Judge: SWEENEY, RHODA DAVIS

Microfilm: MD001230106

Activity Date: 2/3/2010

Participant: SPEED SCHOOL DISTR

CITATION TO DISCOVER ASSETS ISSUED

Date: 3/8/2010

Court Time: 0930

Court Room: 1401

Court Fee: 80.00

Amount: 9770.46

Attorney: RESURGENCE FINANCIAL LLC

Activity Date: 3/4/2010

Participant: SPEED SCHOOL DISTR

CITATION - RETD P.S. -

Date: 2/11/2010

Activity Date: 3/8/2010

Participant: SPEED SCHOOL DISTR

CONDITIONAL JUDGMENT AGAINST GARNISHEE DEFENDANT

Judge: SNYDER JAMES E

Microfilm: MD000280838

Activity Date: 3/17/2010

Participant: SPEED SCHOOL DISTR

ANSWER FILED

Activity Date: 3/24/2010

Participant: SPEED SCHOOL DISTR

WAGE DEDUCTION SMMN TO CONFIRM CNDTNL JDGMNT RETRNBL

Date: 4/19/2010

Court Time: 1100

Court Room: 1401

Attorney: RESURGENCE FINANCIAL LLC

Activity Date: 3/25/2010

Participant: SPEED DIST 802

WAGE DEDUCTION SMMN TO CONFIRM CNDTNL JDGMNT RETRNBL

Date: 4/19/2010

Court Time: 0930

Court Room: 1401

Attorney: RESURGENCE FINANCIAL LLC

Activity Date: 4/19/2010

Participant: [REDACTED] MARY A

STRIKE OR VACATE AN ORDER - ALLOWED -

Judge: SHERLOCK PATRICK J

Microfilm: MD000482672

Activity Date: 4/19/2010

Participant: [REDACTED] MARY A

STRIKE FROM THE CALL - ALLOWED -

Judge: SHERLOCK PATRICK J

Microfilm: MD000480684

Date: 4/19/2010

Activity Date: 4/19/2010

Participant: [REDACTED] MARY A

CITATION DEFENDANT DISMISSED

Court Room: 1401

Judge: SHERLOCK PATRICK J

Microfilm: MD000482672

Activity Date: 11/29/2010

Participant: RESURGENCE FINANCI

SUBSTITUTE OR ADD ATTORNEY - ALLOWED -

Judge: WOOL LEON

Attorney: RESURGENCE LEGAL GROUP
P

Activity Date: 7/13/2016

Participant: RESURGENCE FINANCI

ASSIGNMENT OF JUDGMENT FILED

Attorney: RESURGENCE LEGAL GROUP
P

Activity Date: 8/12/2016

Participant:

CITATION TO DISCOVER ASSETS ISSUED

Date: 9/26/2016

Court Time: 0930

Court Room: 1401

Court Fee: 80.00

Amount: 11007.04

Attorney: RESURGENCE LEGAL GROUP
P

Activity Date: 9/2/2016

Participant: [REDACTED] MARY A

ANSWER FILED

Attorney: PRO SE

Activity Date: 9/7/2016

Participant: SOUTHWEST COOK CO

SUMMONS SERVED - CERTIFIED MAIL -

Date: 9/7/2016

Activity Date: 9/26/2016

Participant: SOUTHWEST COOK COU

ADJUDICATE LIEN - ALLOWED -

Judge: KUBASIAK, DANIEL J.

Activity Date: 9/26/2016

Participant: SOUTHWEST COOK COU

COMPLY - ALLOWED -

Judge: KUBASIAK, DANIEL J.

Activity Date: 9/26/2016

Participant: SOUTHWEST COOK COU

ORDER FOR INSTALLMENT PAYMENTS OF JUDGMENT

Judge: KUBASIAK, DANIEL J.

Activity Date: 9/26/2016

Participant: SOUTHWEST COOK COU

JUDGEMENT ON CITATION

Judge: KUBASIAK, DANIEL J.

Activity Date: 9/30/2016

Participant: RESURGENCE FINANCI

PETITION FOR REVIVAL OF JUDGMENT - FILED

Date: 11/7/2016

Court Time: 0200

Court Room: 1401

Attorney: RESURGENCE LEGAL GROUP
P

Please note: Neither the Circuit Court of Cook County nor the Clerk of the Circuit Court of Cook County warrants the accuracy, completeness, or the currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

If data does not appear in a specific field, we likely do not have the responsive data in our master database.

[Start a New Search](#)



Cook County



**Civil Process
Service Lookup**

THOMAS J DART

Select Language

Powered by Google Translate

Search Results:

There are no Civil Process records for [REDACTED]

By using this search tool, you acknowledge that you understand that it is solely your responsibility to verify any information you may obtain herein before relying on said information for any type of legal action.

Cook County Sheriff's Office Civil Division • 50 W. Washington, Room 701
Chicago, IL 60602 • (312) 603-3365



9. Plaintiff's response indicates on June 22, 2009, the Court granted leave to serve, Defendant, Mary [REDACTED] by alternative service; via certified mail, first class mail and posting by special process server. Service by publication was never attempted or requested.

10. Plaintiff's Exhibit C shows an Affidavit of process server, Melody L. Pistello, which on August 5, 2009 Ms. Pistello posted a copy of the order and complaint at Defendant's usual place of abode, mailed a copy via certified and regular mail. This is the same process server who indicated she "unable to effectuate service" in April 2009 after listing several days and times in which she attempted service at the Defendant's abode.

11. Defendant, Mary [REDACTED] resides on the second floor of a commercial building. The door leading to the apartments on the 2nd floor is a locked door facing the main street, which is right outside of a busy bus stop. Posting does not necessarily constitute service, as anyone could have removed the posting from the door. **(Exhibit A)**

12. Plaintiff's did not provide proof of mailing such as receipt from the post office for the postage paid, the returned certified mail envelope or a picture indicting the location of the posting on the outside of the building despite a dollar amount listed on the affidavit.

13. The Defendant has used a P.O. Box since 2008 to retrieve her mail due to the unsafe, unsecure, and compromised system used at her residence for the tenants.

14. Service was never attempted at the Defendant's place of employment since Plaintiffs allege the Defendant was "evading" service at her residence.

15. On October 5, 2009 the Court entered an ExParte Judgment for \$9,249.57 against the Defendant, Mary [REDACTED] with a Citation to Discover assets issued to her employer Speed School District.

16. Due to the amount of money earned by the Defendant, a Conditional Judgment was entered on March 8, 2010.

17. A Wage Deduction Summons to Confirm the conditional judgment was returned on April 19, 2010.

18. After receiving the Notification of a pending lawsuit and Wage Deduction from her employer, Defendant Mary [REDACTED] appeared in open Court on April 19, 2010 at which time an oral motion to strike and vacate the Order was allowed and the Citation against the Defendant was dismissed. **(Exhibit B)**

19. Plaintiff's now seek to attempt to revive an old Judgment for which they are unable to garnish wages, due to the Defendant's current earnings.

20. The Defendant, being unexperienced in legal matters, did not seek to vacate the Judgment due to the April 19, 2010 victory in the court striking the order and dismissing the citation. The Defendant assumed this matter was closed never to be adjudicated again.

21. Plaintiff's waited almost 6 years to seek relief in this matter. According to (735 ILCS 5/13-205) (from Ch. 110, par. 13-205) Sec. 13-205. Five-year limitation. Except as provided in Section 2-725 of the "Uniform Commercial Code", approved July 31, 1961, as amended, and Section 11-13 of "The Illinois Public Aid Code", approved April 11, 1967, as amended, actions on unwritten contracts, expressed or implied, or on awards of arbitration, or to recover damages for an injury done to property, real or personal, or to recover the possession of personal property or damages for the detention or conversion thereof, and all civil actions not otherwise provided for, shall be commenced within 5 years next after the cause of action accrued.

22. While Court decisions have affirmed that credit card agreements qualify as written contracts with a 10-year statute of limitations. The state appeals court ruled in 2011 that the plaintiff must provide the debtor's actual agreement, not a generic agreement. Since Plaintiff's counsel has not provided or produced the original credit card agreement, the five-year clock for non-written contracts applies. *807 N.W.2d 157 (2011) Gemini Capital Group v. New.*

WHEREFORE, DEFENDANT prays for the following relief:

- A. The default judgment against Defendant, Mary [REDACTED] be set aside and vacated *instantly*;
- B. The Court enters an Order affirming the Defendant was not properly served;
- C. Or any other such relief as deemed necessary and reasonable by the Honorable Court.

Respectfully submitted,

Mary [REDACTED]

By:  [REDACTED]
 Mary [REDACTED] Pro Se

Mary [REDACTED]
 PRO SE
 P.O. Box 1075
 Homewood, IL 60430

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1/9/2017 5:29 PM
ROOM: 1101
PAGE 1 of 2
CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION
CLERK DOROTHY BROWN
MARY [REDACTED]

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT/ CIVIL DIVISION

UNIFUND CCR, LLC

Plaintiff,

v.

No.: [REDACTED]

Defendant.

AFFIDAVIT OF MARY [REDACTED]

I, MARY [REDACTED] being first duly sworn on oath depose and state that if called to testify in connection with Defendant, Reply to It's Motion To Set Aside And Vacate Default Judgment herein, I would testify as follows from my own personal knowledge:

1. My name is Mary [REDACTED] I am 67 years of age. I currently live at 13750 South Leyden Ave Chicago, IL 60827 County of Cook, State of Illinois.
2. I have resided in Chicago, IL since 2007.
3. I have used a P.O. Box to retrieve my mail due to the unsafe mailbox used at my residence.
4. I had no prior knowledge of the proceedings filed against me by the Unifund until sometime after receiving notice of a Wage Garnishment from my employer Speed School District 802 in Chicago Height, IL.
5. I have worked as a substitute teacher's aide for children with disabilities for the past 18 years.
6. I am currently employed at Southwest Cook County Cooperative, where I worked on an on-call basis.
7. I assumed this matter was closed on April 19, 2010 when the Judge dismissed the Citation and Order entered against me.
8. I have no legal background and therefore, have no knowledge as to the appropriate legal actions to take in this matter.
9. I have never been arrested; have no criminal history and would never attempt to defraud or evade the Court.
10. I never attempted to evade service and at the time the process server was attempting to

serve me, I had no car and was at the mercy of the CTA bus system.

11. Both Speed School District in 2010 and Southwest Cook County Cooperative in 2016 have expressed to Plaintiff that based on my earnings I have no disposable income in which to garnish.

FURTHER AFFIANT SAYETH NOT.

Mary [Redacted]

Mary [Redacted] Pro-Se Defendant

CERTIFICATION

Under penalties as provided by law pursuant to 735 ILCS §5/1-109 I, Mary Wilbon, certify that I am the Defendant in the above entitled cause and that I have read the above and foregoing Affidavit of Mary Wilbon and that the statements contained therein are true and correct to the best of my knowledge and belief.

1/9/17
Dated

Mary [Redacted]
Mary [Redacted]

Mary [Redacted]
PRO SE
P.O. Box 1075
Homewood, IL 60430

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1/9/2017 5:29 PM

ROOM: 1101
PAGE 1 of 1
CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION
CLERK DOROTHY BROWN

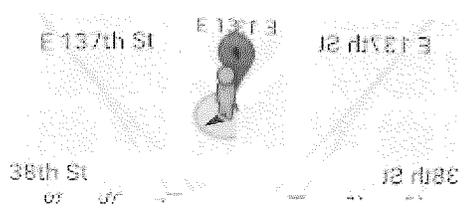
Remove Watermark Now

Google Maps 13750 S Leyden Ave

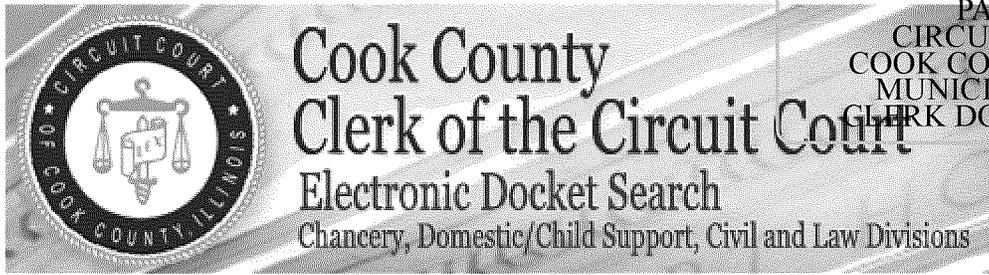


Image capture: Aug 2015 © 2017 Google

Chicago, Illinois
Street View - Aug 2015



Exh.
A



Case Information Summary for Case Number [REDACTED]

Filing Date: 12/4/2008
Division: Municipal Division
Ad Damnum: \$9249.57

Case Type: CONTRACT
District: First Municipal
Calendar:

Party Information

Plaintiff(s)

RESURGENCE FINANCI

Attorney(s)

RESURGENCE LEGAL GROUP P

1161 LAKE COOK RD #E

DEERFIELD IL, 60015

(847) 656-0550

Date of Service

Defendant(s)

Attorney(s)

MARY [REDACTED]

SOUTHWEST COOK CO

SPEED DIST 802

SPEED SCHOOL DISTR

[REDACTED] MARY A

EXHIBIT
B

Case Activity

Activity Date: 12/4/2008

Participant: RESURGENCE FINANCI

CONTRACT COMPLAINT FILED

Activity Date: 3/24/2010

Participant: SPEED SCHOOL DISTR

WAGE DEDUCTION SMMN TO CONFIRM CNDTNL JGDMNT RETRNBL

Date: 4/19/2010

Court Time: 1100

Court Room: 1401

Attorney: RESURGENCE FINANCIAL LLC

Activity Date: 3/25/2010

Participant: SPEED DIST 802

WAGE DEDUCTION SMMN TO CONFIRM CNDTNL JGDMNT RETRNBL

Date: 4/19/2010

Court Time: 0930

Court Room: 1401

Attorney: RESURGENCE FINANCIAL LLC

Activity Date: 4/19/2010

Participant: [REDACTED] MARY A

STRIKE OR VACATE AN ORDER - ALLOWED -

Judge: SHERLOCK PATRICK J

Microfilm: MD000482672

Activity Date: 4/19/2010

Participant: [REDACTED] MARY A

STRIKE FROM THE CALL - ALLOWED -

Date: 4/19/2010

Judge: SHERLOCK PATRICK J

Microfilm: MD000480684

Activity Date: 4/19/2010

Participant: [REDACTED] MARY A

CITATION DEFENDANT DISMISSED

Court Room: 1401

Judge: SHERLOCK PATRICK J

Microfilm: MD000482672

Activity Date: 11/29/2010

Participant: RESURGENCE FINANCI

SUBSTITUTE OR ADD ATTORNEY - ALLOWED -

Judge: WOOL LEON

Attorney: RESURGENCE LEGAL GROUP
P

Activity Date: 7/13/2016

Participant: RESURGENCE FINANCI

ASSIGNMENT OF JUDGMENT FILED

Attorney:

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PAGE 5 of 9

THANK YOU

MCLE CERTIFICATES

Please complete your survey and return to the registration desk in order to receive your MCLE certificate.

MEMBERSHIP

The ILCBA offers individual memberships and firm memberships with cost savings for groups of 6 or more. New members are welcome to join at a discounted rate for attending the seminar. Please contact Tricia or Mindy at ILCBA for more information.

CONTACT INFORMATION

Email: ILCBA@corpevent.com

Phone: 888-684-4222

Fax: 312-540-9900

website: www.ILCBA.org

SOCIAL EVENT

Join Us After the Seminar



One North Kitchen & Bar
Located on the 1st Floor
1 N Wacker

Annual Dinner & Meeting

Thursday, April 25

Erie Cafe

536 W Erie St, Chicago, IL

Members and Significant
Others - \$45 per person

Non-Members - \$75 per person

[Click Here to Register](#)



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