

2017 IL App (1st) 162817-U

No. 1-16-2817

Order filed June 30, 2017

Fourth Division

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

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST DISTRICT

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CORONA INVESTMENTS, LLC, ) Appeal from the  
 ) Circuit Court of  
Plaintiff-Appellee, ) Cook County  
 )  
v. )  
 )  
ALEXIS LAUREANO and UNKNOWN ) No. 16 M1 714062  
OCCUPANTS, )  
 )  
Defendants, ) Honorable  
 ) David A. Skryd,  
(Alexis Laureano, Defendant-Appellant). ) Judge presiding.

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JUSTICE BURKE delivered the judgment of the court.  
Presiding Justice Ellis and Justice Howse concurred in the judgment.

**ORDER**

¶ 1 *Held:* In this forcible entry and detainer action, we affirm the circuit court’s order denying defendant’s motion to vacate an agreed order where the court did not abuse its discretion. Plaintiff also sufficiently alleged facts in its complaint entitling it to possession of the subject property and properly served defendant notice of the action.

¶ 2 Plaintiff Corona Investments, LLC (Corona) obtained the property located at 3749 South Washtenaw Avenue in Chicago following foreclosure proceedings and sought to evict the individuals residing there. Defendant Alexis Laureano (Laureano) lived at the property pursuant to a purported lease and eventually agreed to an order entitling Corona to possession of the property. Laureano then unsuccessfully sought to vacate the agreed order based on his failure to understand the proceedings and alleged coercion from Corona's attorney. Laureano now appeals *pro se* from the order of the circuit court denying his motion to vacate. Laureano contends that: (1) Corona's complaint for forcible entry and detainer failed to allege sufficient facts entitling it to possession of the property; (2) Corona did not properly serve him notice of the forcible entry and detainer action; (3) the circuit court erred in denying his motion to vacate the agreed order; and (4) Corona failed to comply with section 5-14-040 of the Chicago Municipal Code (Chicago Municipal Code § 5-14-040 (amended April 15, 2015)). For the reasons that follow, we affirm.

¶ 3 I. BACKGROUND

¶ 4 The limited record establishes that Ismael and Leticia Vega owned a single-family residence located at 3749 South Washtenaw Avenue in Chicago. On May 4, 2016, following foreclosure proceedings on the property, the circuit court entered an order approving and confirming the sale of the property to Corona. The order also directed the Sheriff of Cook County to evict and dispossess the Vegas.

¶ 5 On August 10, 2016, Corona filed a complaint for forcible entry and detainer seeking possession of the property from "unknown occupants." The complaint alleged that the unknown occupants were unlawfully withholding possession of "3749 S. Washtenaw Chicago" from Corona because they "held over after the 90 day notice" and "[v]oid any fraudulent leases." The clerk of the circuit court subsequently issued a summons to the "unknown occupants" to appear

in court. An affidavit of service from the Cook County Sheriff's Office indicated that, on August 11, 2016, a deputy sheriff served "unknown occupants" of the property with a copy of Corona's complaint and the summons. The affidavit states that the deputy left these documents with Leticia Vega, who was approximately 50 years old.

¶ 6 On August 16, 2016, Laureano, acting *pro se*, filed an answer and requested that the case be dismissed. He claimed that he had leased the property for a year beginning in February 2016. Laureano stated that his landlord had received a "Final Notice" of eviction, which he attached to his answer. After he learned about the final notice, he went to the Eviction Unit of the Cook County Sheriff's Office in late July and provided "proof of [his] living location" as well as a photo identification. Based on this, Laureano believed that Corona "knew when [it] filed this summon[s] [his] full name." He stated that he wanted the court "to know" that Corona told him it "would do what they had to to [*sic*] have everyone moved out." Laureano alleged that he never received any notice to leave the property, his rights had been violated and he "was not served properly."

¶ 7 The "Final Notice" attached to his answer was dated July 8, 2016, had been issued by the Eviction Unit of the Cook County Sheriff's Office and was directed at Ismael Vega. The notice indicated that the owner of the property had filed an eviction order, which had been approved by a judge, and the time period prescribed by the judge for Vega to move out had already expired. The notice directed Vega to vacate the property immediately, and if he did not, the Cook County Sheriff's Office would evict him. Laureano also attached a "Notice" that he claimed was posted by Corona "without right" on the doors of the property. The notice was dated June 23, 2016, and contained the address of the property. It stated that it was "to inform you that this property is now under new ownership. This property is considered vacant and abandoned." The notice

provided a phone number to contact if “you have reason to believe that the above referenced property is not vacant or you are a current occupant.”

¶ 8 On August 24, 2016, the circuit court entered an agreed order that entitled Corona to possession of the property from Laureano and “unknown occupants.” According to the order, the parties agreed to stay the enforcement of the judgment for two months and Laureano “submit[ted] himself to [the] jurisdiction of [the] court.”

¶ 9 Twenty-three days later, Laureano filed a *pro se* motion to vacate the agreed order. In support, he alleged that he “did not understand the significance of waiving his rights to potential claims for relief pursuant to Municipal Code of Chicago, Protecting Tenants in Foreclosure Rental properties, under Chapter 5-14-040 of the Ordinance, nor his right to ask for compensation for the remaining months on his *bona fide* lease agreement.” Laureano further alleged that he only agreed to the order because Corona’s attorney told him the judge “hated his landlord,” he would be unsuccessful in challenging Corona, and it was in his best interests “to agree to the terms offered” to avoid a lien and judgment being entered “against his name.” Additionally, Laureano argued that he “was never fully advised or questioned as to whether he fully and intelligently understood what he signed,” and at the time of the agreement, he “felt quite ill” and “was inhibited” by various medications.

¶ 10 On September 28, 2016, a private attorney filed an appearance on Laureano’s behalf. On that same date, the circuit court held a hearing on his motion to vacate the agreed order and entered a written ruling denying the motion.<sup>1</sup> The court found that Laureano’s “motion contain[ed] outrageous and non-factual allegations,” Corona’s attorney “was accommodating,” and Laureano had been “admonished by the court” concerning the agreed order. The court

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<sup>1</sup> There is no transcript from this hearing in the record on appeal.

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additionally found that Laureano “appeared to comprehend the proceedings, was not ill and never mentioned he was medicated.”

¶ 11 Approximately three weeks later, Laureano filed a motion seeking to postpone his eviction and “change judges,” arguing that he “was never served according to Municipal Code of Chicago, Protecting Tenants in Foreclosure Rental properties, under Chapter 5-14-040 of the Ordinance.” The record does not show that the circuit court ruled on this motion. Also on that date, Laureano filed a notice of appeal directed at the court’s denial of his motion to vacate the agreed order.

¶ 12

## II. ANALYSIS

¶ 13 On appeal, Laureano first contends that Corona’s complaint did not sufficiently allege facts entitling it to possession of the property.

¶ 14 An action under the Forcible Entry and Detainer Act (Act) (735 ILCS 5/9-101 *et seq.* (West 2016)) is a special statutory proceeding, and a party seeking a remedy under the statute must strictly comply with its requirements. *Fifth Third Mortgage Co. v. Foster*, 2013 IL App (1st) 121361, ¶ 12. Section 9-106 of the Act provides:

“On complaint by the party \*\*\* entitled to the possession of such premises being filed in the circuit court for the county where such premises are situated, stating that such party is entitled to the possession of such premises (describing the same with reasonable certainty), and that the defendant (naming the defendant) unlawfully withholds the possession thereof from him, her or them, the clerk of the court shall issue a summons.” 735 ILCS 5/9-106 (West 2016).

“[A] complaint in a Forcible Entry and Detainer Action is sufficient if the plaintiff states he is entitled to possession and that the defendant unlawfully withholds possession from

him because the proceeding is statutory and this is all the statute requires.” *Chicago Housing Authority v. Walker*, 131 Ill. App. 2d 299, 301 (1970).

¶ 15 In the present case, Corona’s complaint for forcible entry and detainer alleged that it was “entitled to possession of \*\*\* 3749 S. Washtenaw Chicago 60632” and that the unknown occupants, as the defendants, were “unlawfully withhold[ing] possession” for the reasons enumerated in the complaint. Corona therefore properly complied with the Act’s pleading requirements. See 735 ILCS 5/9-106 (West 2016); *Walker*, 131 Ill. App. 2d at 301. The fact that the complaint named unknown occupants as the defendants does not change this conclusion. See 735 ILCS 5/9-107.5 (West 2016). Accordingly, Corona sufficiently alleged facts entitling it to possession of the property.

¶ 16 Laureano next contends that Corona did not properly serve him notice of the forcible detainer action.

¶ 17 Under section 9-107.5(a) of the Act, an unknown occupant may be served “by delivering a copy of the summons and complaint naming ‘unknown occupants’ to the tenant or any unknown occupant or person of the age of 13 or upwards occupying the premises.” 735 ILCS 5/9-107.5(a) (West 2016). In the present case, an affidavit of service from the Cook County Sheriff’s Office indicates that, on August 11, 2016, a deputy sheriff served “unknown occupants” of the property with a copy of Corona’s complaint and a summons for trial. The affidavit states that the deputy left these documents with Leticia Vega, who was approximately 50 years old. Corona therefore properly complied with the Act’s requirements. See *id.* Although Laureano alleges that Corona’s attorney “had prior knowledge of [his] identification through the Sheriff’s Eviction unit” because he had showed the unit his identification, he fails to explain how doing so

would impute knowledge of his identification on Corona's attorney. Accordingly, Corona properly served notice in this case.

¶ 18 Laureano next appears to contend that the circuit court erred in denying his motion to vacate the agreed order that entitled Corona to possession of the property, arguing that he "was both incompetent and coerced to make an agreement of such magnitude." Laureano asserts that: (1) he "did not fully understand the process and procedures of the Court;" (2) he did not understand his rights under section 5-14-040 of the Municipal Code of Chicago "as a tenant of a Landlord under foreclosure;" (3) he was coerced by Corona's attorney with a "lien and judgment against the reputation of my employment and credit standing," which forced him to agree to the order under duress; and (4) the court "never questioned" whether he understood the agreed order.

¶ 19 "An agreed order is not a judicial determination of the parties' rights; it is a recitation of an agreement between the parties." *In re Marriage of Tutor*, 2011 IL App (2d) 100187, ¶ 13. Although agreed orders are akin to private contracts, and thus generally binding on the parties, "exceptions arise where one party shows 'fraudulent misrepresentation or coercion in the making of the agreement, the incompetence of one of the parties, gross disparity in the position or capacity of the parties, errors of law apparent on the face of the record, or newly discovered evidence.'" *Draper & Kramer, Inc. v. King*, 2014 IL App (1st) 132073, ¶ 28 (quoting *City of Marseilles v. Radke*, 287 Ill. App. 3d 757, 760 (1997)).

¶ 20 Here, Laureano filed his motion to vacate the agreed order within 30 days of the circuit court's entry of the order, and consequently, the motion was brought pursuant to section 2-1301(e) of the Code of Civil Procedure (735 ILCS 5/2-1301(e) (West 2016)). See *Draper & Kramer, Inc.*, 2014 IL App (1st) 132073, ¶ 25 "[M]otions to vacate under section 2-1301 are routinely granted in order to achieve substantial justice." *Id.* Factors the court should consider

include “ ‘diligence or the lack thereof, the existence of a meritorious defense, the severity of the penalty resulting from the order or judgment, and the relative hardships on the parties from granting or denying vacatur.’ ” *Id.* (quoting *Jackson v. Bailey*, 384 Ill. App. 3d 546, 549 (2008)).

We review the circuit court’s denial of a section 2-1301 motion for an abuse of discretion (*id.* ¶ 26), which occurs only when its ruling is unreasonable or arbitrary such that no reasonable person would adopt the same view. *In re Marriage of Heroy*, 2017 IL 120205, ¶ 24.

¶ 21 In the present case, we cannot say that the circuit court’s ruling was an abuse of discretion. As the court noted in its written ruling, several of the allegations in Laureano’s motion to vacate were “outrageous” and “non-factual.” It further found that Corona’s attorney had been “accommodating” to Laureano, the enforcement of the possession order had been stayed for two months and Laureano appeared to understand the proceedings. In essence, the court rejected Laureano’s arguments of coercion and incompetence as patently false. On this record, we have no basis to find the court’s denial was unreasonable or arbitrary such that no reasonable person would adopt the same view. Accordingly, the circuit court exercised proper discretion in denying Laureano’s motion to vacate the agreed order.

¶ 22 Laureano lastly contends that Corona failed to comply with section 5-14-040 of the Chicago Municipal Code (Chicago Municipal Code § 5-14-040 (amended April 15, 2015)).

¶ 23 Section 5-14-040 imposes several obligations to the new owners of foreclosed rental properties in order to protect the renters. We note that, although Laureano raised this issue in the “Issues Presented” section of his brief, he does not include a related argument in his “Argument” section. The only instance in the argument section where he mentions the Chicago Municipal Code is as it relates to his contention that the circuit court erred in denying his motion to vacate. Laureano, in fact, does not cite to the language of section 5-14-040, does not explain how it



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applies to him and does not explain how Corona failed to comply with its obligations under the section. For these reasons, he has forfeited any argument concerning Corona's failure to comply with section 5-14-040 of the Chicago Municipal Code. See Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016).

¶ 24

### III. CONCLUSION

¶ 25 For the foregoing reasons, we affirm the order of the circuit court of Cook County.

¶ 26 Affirmed.