

No. 23A354

IN THE  
SUPREME COURT OF THE UNITED STATES

Artesia Cameron — PETITIONER  
(Your Name)

VS.

Robert Cameron — RESPONDENT(S)

MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS*

The petitioner asks leave to file the attached petition for a writ of certiorari without prepayment of costs and to proceed *in forma pauperis*.

Please check the appropriate boxes:

Petitioner has previously been granted leave to proceed *in forma pauperis* in the following court(s): ILLINOIS

WILL County Circuit Courts, 1<sup>st</sup> Third District  
Appellant Court, ILLINOIS SUPREME COURT

Petitioner has **not** previously been granted leave to proceed *in forma pauperis* in any other court.

Petitioner's affidavit or declaration in support of this motion is attached hereto.

Petitioner's affidavit or declaration is **not** attached because the court below appointed counsel in the current proceeding, and:

The appointment was made under the following provision of law: \_\_\_\_\_  
\_\_\_\_\_, or

a copy of the order of appointment is appended.

  
(Signature)

**AFFIDAVIT OR DECLARATION  
IN SUPPORT OF MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS***

I, Artesia Cameron, am the petitioner in the above-entitled case. In support of my motion to proceed *in forma pauperis*, I state that because of my poverty I am unable to pay the costs of this case or to give security therefor; and I believe I am entitled to redress.

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

<b>Income source</b>	<b>Average monthly amount during the past 12 months</b>		<b>Amount expected next month</b>	
	<b>You</b>	<b>Spouse</b>	<b>You</b>	<b>Spouse</b>
Employment	\$ _____	\$ _____	\$ _____	\$ _____
Self-employment	\$ _____	\$ _____	\$ _____	\$ _____
Income from real property (such as rental income)	\$ _____	\$ _____	\$ _____	\$ _____
Interest and dividends	\$ _____	\$ _____	\$ _____	\$ _____
Gifts	\$ _____	\$ _____	\$ _____	\$ _____
Alimony	\$ _____	\$ _____	\$ _____	\$ _____
Child Support	\$ _____	\$ _____	\$ _____	\$ _____
Retirement (such as social security, pensions, annuities, insurance)	\$ _____	\$ _____	\$ _____	\$ _____
Disability (such as social security, insurance payments)	\$ 5488	\$ _____	\$ 5488	\$ _____
Unemployment payments	\$ _____	\$ _____	\$ _____	\$ _____
Public-assistance (such as welfare)	\$ _____	\$ _____	\$ _____	\$ _____
Other (specify): _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total monthly income:</b>	<b>\$ 5488</b>	\$ _____	<b>\$ 5488</b>	\$ _____

2. List your employment history for the past two years, most recent first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
<del>State of Illinois</del> 100 C	1001 Division St	5-5-97- Current	\$ 8280 \$ \$

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
NA	NA	NA	\$ NA \$ \$

4. How much cash do you and your spouse have? \$ NA

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Type of account (e.g., checking or savings)	Amount you have	Amount your spouse has
NA / varies	\$ <del>10000000</del> 1264	\$ NA
	\$	\$
	\$	\$

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Home  
Value NA (in review)  
now

Other real estate  
Value NA = usually  
\$300,000

Motor Vehicle #1  
Year, make & model 22 Kia Sorento  
Value 38000

Motor Vehicle #2  
Year, make & model \_\_\_\_\_  
Value \_\_\_\_\_

Other assets  
Description \_\_\_\_\_  
Value \_\_\_\_\_

✓ 6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
NA	\$ NA	\$ NA
	\$	\$
	\$	\$

7. State the persons who rely on you or your spouse for support. For minor children, list initials instead of names (e.g. "J.S." instead of "John Smith").

Name	Relationship	Age
Kiziah Cameron	daughter	24
Gregory Edwards	Father	70

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, or annually to show the monthly rate.

	You	Your spouse
Rent or home-mortgage payment (include lot rented for mobile home)	\$ 1100	\$
Are real estate taxes included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is property insurance included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Utilities (electricity, heating fuel, water, sewer, and telephone)	\$ 900	\$
Home maintenance (repairs and upkeep)	\$ 300	\$
Food	\$ 800	\$
Clothing	\$ 100	\$
Laundry and dry-cleaning	\$ 100	\$
Medical and dental expenses	\$ 200	\$

	<b>You</b>	<b>Your spouse</b>
Transportation (not including motor vehicle payments)	\$ <u>250</u>	\$ _____
Recreation, entertainment, newspapers, magazines, etc.	\$ <u>200</u>	\$ _____
Insurance (not deducted from wages or included in mortgage payments)		
Homeowner's or renter's	\$ <u>60</u>	\$ _____
Life	\$ <u>21481</u>	\$ _____
Health	\$ <u>415</u>	\$ _____
Motor Vehicle	\$ <u>776</u>	\$ _____
Other: <u>Appliance</u>	\$ <u>180</u>	\$ _____
Taxes (not deducted from wages or included in mortgage payments)		
(specify): _____	\$ <u>0</u>	\$ _____
Installment payments		
Motor Vehicle	\$ <u>608</u>	\$ _____
Credit card(s)	\$ <u>420</u>	\$ _____
Department store(s)	\$ <u>0</u>	\$ _____
Other: <u>Amazon - varies</u>	\$ <u>25</u>	\$ _____
Alimony, maintenance, and support paid to others	\$ <u>0</u>	\$ _____
Regular expenses for operation of business, profession, or farm (attach detailed statement)	\$ <u>0</u>	\$ _____
Other (specify): <u>LOAN</u>	\$ <u>450</u>	\$ _____
<b>Total monthly expenses:</b>	\$ <u>1068</u>	\$ _____
		<u>7365</u>

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

Yes  No

If yes, describe on an attached sheet. *when  
If this is changed  
I will again be required to pay mortgage again. I plan to  
retire this year. My mortgage will resume 2194*

10. Have you paid — or will you be paying — an attorney any money for services in connection with this case, including the completion of this form?  Yes  No

If yes, how much? \_\_\_\_\_

If yes, state the attorney's name, address, and telephone number:

11. Have you paid — or will you be paying — anyone other than an attorney (such as a paralegal or a typist) any money for services in connection with this case, including the completion of this form?

Yes  No

If yes, how much? \_\_\_\_\_

If yes, state the person's name, address, and telephone number:

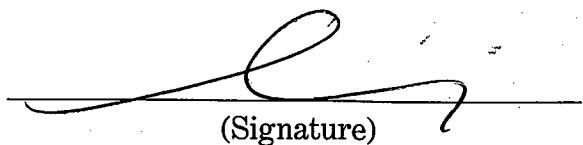
12. Provide any other information that will help explain why you cannot pay the costs of this case.

*I do not make enough to pay my current  
bills. I had to take out a loan to pay my bills  
I generally pay many of my bills with  
credit cards. I no longer have a live in companion to help  
me.*

I declare under penalty of perjury that the foregoing is true and correct.

*Desease*

Executed on: MARCH 3, 2024



(Signature)

**Application No. 129609**

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**IN THE  
Supreme Court of the United States**

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**ARTESIA CAMERON,**

**Petitioner,**

**-vs-**

**ROBERT CAMERON,**

**Respondent.**

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**ON PETITION FOR A WRIT OF CERTIORARI  
TO THE UNITED STATES  
COURT OF APPEALS FOR THE SEVENTH CIRCUIT**

**PETITIONER'S PETITION FOR A WRIT OF CERTORARI**

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**ARTESIA CAMERON  
Petitioner, Self-Represented  
In care of 3412 Stone Creek Drive  
Municipality of Joliet/Will County  
Republic of Illinois [60435]  
(815) 585-6939**

## **QUESTION PRESENTED FOR REVIEW**

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**Whether the trial court's actions and /or inactions of June 17 & 30, 2021, has so far departed from the accepted and usual course of judicial proceedings, coupled with the Illinois Appellate Court for the Third District and the Illinois Supreme Court's subsequent sanctioning such a departure by the trial court, as to call for an exercise of this Court's supervisory power?**

## Rule 14(b)(i) PARTIES TO THE PROCEEDINGS

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**Petitioner** in this Court is Artesia Cameron, an American female citizen and a lifelong resident of the Municipality of Joliet/Will County located in the Republic of Illinois. Petitioner Cameron represent the self-represented plaintiff in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, as well as represent the self-represented plaintiff/appellant and the sole party who filed an Appeal brief and a Petition for Rehearing brief in the Illinois Court of Appeals for the Third District, and represent the self-represented petitioner and the sole party who filed a Petition for Leave To Appeal brief in the Illinois Supreme Court. She is the Court designated awardee of the real property known as 3412 Stone Creek Drive, Joliet Illinois, per Article IV-Property Settlement of the Dissolution of Marriage Marital Settlement Agreement of October 30, 2012 (the "Contract"). She has also represented herself at several circuit court proceedings during the ongoing appeal proceedings and is currently pursuing this Writ of Certiorari to address the Illinois Appellate Court's issued Summary Order affirming the Circuit Court's unexplained decisions of June 17, 2021, which DENIED her unopposed motion to reconsider the June 7, 2021, Order, as well as DENIED her unopposed motion to compel.

**Respondent** in this case is Robert Cameron, former husband of petitioner. Respondent Cameron was represented by Attorney, Michele A Rosenfeld, who did not write, file and serve a response in opposition against Petitioner's Motion to Reconsider the June 7, 2021 Order, and who did not write, file and serve a response in opposition against Petitioner's Motion To Compel Respondent To Satisfy HFS Liens during the proceedings before the Circuit Court of the Twelfth Judicial Circuit, Will County. Respondent Cameron represented the self-represented defendant/appellee during the proceedings before the Illinois Court of Appeals for the Third District, and represented the self-represented respondent during the proceedings before the Illinois Supreme Court. Respondent Cameron did not file any response briefs either with the Illinois Appellate Court for the Third District, or with the Illinois Supreme Court.

## **Rule 14(b)(ii) CORPORATE DISCLOSURE STATEMENT**

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Neither does Petitioner Cameron, nor does Respondent Cameron represent a non-governmental corporation. And, neither does petitioner Cameron, nor does respondent Cameron own 10% or more of any type of corporation stock.

## **Rule 14(b)(iii) PROCEEDINGS IN STATE AND APPELLATE COURTS**

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1. Circuit Court of the Twelfth Judicial Circuit, Will County Illinois  
Case Number 12F453/12D716  
IN THE MARRIAGE OF Artesia Cameron vs Robert Cameron  
Date of entry of Judgement: June 17, 2021
  
2. Appellant Court of Illinois Third District  
General No. 3-21-0288  
IN THE MARRIAG OF Artesia Cameron vs Robert Cameron  
Date of entry of Summary Order: February 2, 2023
  
3. Appellant Court of Illinois Third District  
General No 3-21-0288  
Marriage of Cameron, Artesia and Cameron, Robert  
Date of Order: March 30, 2023
  
4. State of Illinois Supreme Court  
No. 129609  
In re Marriage of Artesia Cameron, Petitioner and Robert Cameron Respondent  
Date of entry of Judgement: September 27, 2023

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Circuit Court of the Twelfth Judicial Circuit's entered Order of June 17, 2021.

Circuit Court of the Twelfth Judicial Circuit's entered Order of June 30, 2021

Illinois Appellant Court for the Third District entered Summary Order of February 2, 2023.

Illinois Appellant Court for the Third District's entered Order on Rehearing of March 30, 2023.

Illinois Supreme Court's entered Order of September 27, 2023.

Plaintiff's Emergency Motion Requesting A Written Memorandum Opinion and Order Setting Forth The Findings of Facts and Conclusion of Law Directed Toward The Entered Order of June 17, 2021

Plaintiff's unopposed Motion to Reconsider June 7, 2021 Order

Plaintiff's unopposed Motion to Compel Respondent to Satisfy HSF Liens

Petitioner's unopposed Opening Brief To The Illinois Appellant Court for the Third District.

Petitioner's unopposed Petition for Leave to Appeal In The Illinois Supreme Court.

## TABLE OF AUTHORITIES

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<u>Standard Bank and Trust Co. v. Madonia</u> , 2011 IL App (1 <sup>st</sup> ) 103516 p. 8,357 Ill. Dec. 755, 964 N.E.2d 118 .....	11

**CITATIONS OF THE OFFICIAL AND UNOFFICIAL REPORTS OF THE  
OPINIONS AND ORDERS ENTERED IN THE CASE BY COURTS**

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This Petition is being filed in this case by Petitioner proceeding self- represented. The Petition contains what will be a joint Appendix in this case which will be referred to as "A-".

The Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois unexplained Order of June 17, 2021, will be referred to as the First Order at page a-2.

The Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois unexplained Order of June 30, 2021 will be referred to as the Second Order at page a-3.

The Illinois Appellate Court for the Third District's Rule 23 Unpublished Summary Order of February 2, 2023, will be referred to as the Third Order at page a-4.

The Illinois Appellate Court for the Third District's unexplained Order of March 30, 2023, will be referred to as the Forth Order at page a-8.

The Illinois Supreme Court's unexplained Order of September 27, 2023, will be referred to as the Fifth Order at page a-9.

The Circuit Court of the Twelfth Judicial Circuit Court, Will County, Illinois unexplained Order of June 17, 2021, reproduced herein at page a-2, is reported as IN RE THE FORMER MARRIAGE OF Artesia Cameron vs Robert Cameron, 12F453/12D716.

## STATEMENT OF JURISDICTION

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On February 2, 2023, the Illinois Appellant Court for the Third District issued its Rule 23 Unpublished Summary Order that affirmed the Circuit Court of the Twelfth Judicial Circuit's, June 17, 2021 issued unexplained Order, which DENIED Petitioner's unopposed Motion to Reconsider the June 7, 2021 Order, as well as DENIED Petitioner's unopposed Motion to Compel Respondent to Satisfy HFS Lien. (*See* Third Order; Appendix, p. a-4)

On March 30, 2022, the Illinois Appellate Court for the Third District issued a Order which DENIED Petitioner's Petition for Rehearing, without explanation. (*See* Fourth Order; Appendix, p. a-8)

On September 27, 2023, the Illinois Supreme Court issued its Order that DENIED Petitioner's unopposed Petition for Leave to Appeal in the Illinois Supreme Court, without explanation (*See* Fifth Order; Appendix, p. a-9)

The instant Petition is filed within 90 days of the Illinois Supreme Court's decision of September 27, 2023, pursuant to Supreme Court Rule 13, with extension of time to file the Petition by February 24, 2024, being granted by this Court.

The jurisdiction of this Court is invoked under Title 28 U.S.C. Section 1254(1).

## **CONSTITUTIONAL PROVISIONS, STATUTES, RULES INVOLVED**

**Fifth Amendment Rights:** "No person shall be . . . . . deprived of . . . . ., or property without due process of law, . . . . ."

**Fourteenth Amendment Rights Section 1.: " . . . . . ; nor shall any state deprive any person of . . . , or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."**

**735 ILCS 5/2-620:** Practice on motions. The form and contents of motions, notices regarding the same, hearings on motions, and all other matters of procedure relative thereto, shall be according to the rules.

**Illinois Supreme Court Rule 315: (a) Petition for Leave to Appeal; Grounds.** (a) Petition for Leave to Appeal; Grounds. Except as provided below for appeals from the Illinois Workers' Compensation Commission division of the Appellate Court, a petition for leave to appeal to the Supreme Court from the Appellate Court may be filed by any party, including the State, in any case not appealable from the Appellate Court as a matter of right. Whether such a petition will be granted is a matter of sound judicial discretion. The following, while neither controlling nor fully measuring the court's discretion, indicate the character of reasons which will be considered: the general importance of the question presented; the existence of a conflict between the decision sought to be reviewed and a decision of the Supreme Court, or of another division of the Appellate Court; the need for the exercise of the Supreme Court's supervisory authority; and the final or interlocutory character of the judgment sought to be reviewed

**Illinois Supreme Court Rule 367:** (b) Contents. The petition shall state briefly the points claimed to have been overlooked or misapprehended by the court, with proper reference to the particular portion of the record and brief relied upon, and with authorities and argument, concisely stated in support of the points. Reargument of the case shall not be made in the petition.

## STATEMENT OF THE CASE

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This petition arises from the Illinois Supreme Court denying petitioner's unopposed petition for leave to appeal in the Illinois Supreme Court, without providing any explanation disclosing whether or not the content, and the various cited case laws presented in the Petition For Leave To Appeal in the Illinois Supreme Court met any of the grounds to warrant review and consideration per Illinois Supreme Court Rule 315 (*See* Fifth Order, Appendix, p. a-9 *and see* Appendix, pgs. a-52 to a-77).

On or about the 30<sup>th</sup> day of October 2012, the trial court issued the Marital Settlement Agreement, which among other things, provided; WIFE shall be awarded a one hundred (100%) interest in the marital residence and exclusive possession of the marital residence located at 3412 Stone Creek Drive, Joliet, Illinois 60435. Upon entry of judgement, WIFE shall have two (2) years to refinance the mortgage to remove the Husband's name from the loan. WIFE shall fully be responsible for the payment of the mortgage, taxes, and insurance on the property. Wife shall indemnify and hold the HUSBAND harmless for these obligations. Upon the WIFE obtaining a refinance approval, Husband shall execute a quit claim deed relinquishing any interest that he has in the property. (*See* R. Doc. 41; Appendix, Marital Settlement Agreement, p. a-12, para. 5 Section (e)) .....HUSBAND shall be solely responsible for all other debts and financial obligations, incurred in his own name and he shall save and hold the WIFE free, harmless, and indemnified against debts and obligations. (*See* R. Doc. 42; Appendix, Marital Settlement Agreement, p. a-13, Article VI. para. 3).

Prior to the 30<sup>th</sup> day of October 2012, unknown to plaintiff at the time. Illinois Department of Healthcare and Family Services caused a lien in the amount of \$92,460.84 to be placed against the property at 3412 Stone Creek Drive, Joliet Illinois 60435 due to the child support debt owed by Robert Cameron. (See R. Doc. 330).

On or about the 24<sup>th</sup> day of October 2016, plaintiff filed with the trial court amotion to amend child support based upon the respondent's failure to pay child support (See R. Doc 107).

On or about the 4<sup>th</sup> day of March 2019, after two consecutive changes in judges. The case was transferred to the calendar of Associate Circuit Judge, Elizabeth Dow, who is assigned to proceed over matters involving self-represented litigants (See R. Doc 212).

On or about the 18<sup>th</sup> day of June, 2020 the trial court ordered plaintiff to refinance, or with the assistance of a realtor, sell the property awarded to the plaintiff in the marital settlement agreement. (See R. Doc. 252)

Sometime prior to the 1<sup>st</sup> Day of July 2020 the plaintiff applied for and was approved for a Temporary Hardship Forbearance on loan payments owed to Select Portfolio Servicing, the mortgage servicer on the property. (See R. Doc 312-15)

On or about 18<sup>th</sup> day July 2020, plaintiff complied with the court's issued order and placed her home on the market and again attempted to refinance the property. (See R248, lines 23-24 R249, lines 1- 6; Report of Proceedings July 20, 2020).

On or about the 18<sup>th</sup> day of November 2020 a signed contract was entered with a person outside of this case to sell the house as ordered. A closing date was set for December 4, 2020.

On or about the 19th day of November 2020, a title search was conducted on the premises. This title search revealed that the above-mentioned lien in the amount of \$92,460.84

was placed against the property. (See R. Doc. 330). The plaintiff was informed by the title company that the sale of the house, scheduled for December 4, 2020, could not be completed until the lien was removed. On November 25, 2020 after being informed of this, \$92,460.84 lien and pertinent information in regard to the closing on the sale of the house an emergency hearing was requested to have the lien removed from the house.

On or about the 30<sup>th</sup> day of November 2020, an emergency hearing was conducted in regard to the lien during which time the trial court stated, "I recognize that you have attempted to do what I have asked you to do, which is to get the thing sold and get his name off the mortgage. He wants the house. I don't know that he wants it anymore because he could go figure out from the mortgage company if they are willing to let your name off. Maybe that's the way to do it. But right now -- and I am not trying to be funny. I have zero that I can assist you guys with. Your name will remain on the mortgage, sir, in violation of the Marital Settlement Agreement, and you won't be able to sell this on the 4th, also in violation of the Marital Settlement Agreement, because until somebody gets the Department of Health Care or Family Services lien off, this piece of property isn't going anywhere.....again, I wish I could help you guys, but I have no capability to do that." (See R.184; Report of Proceedings of November 30, 2020, lines 1 - 17)

Based on this lien being placed on the property the house was unable to be sold on December 4, 2020, as scheduled.

On or about the 17<sup>th</sup> day of May 2021, the trial court instructed plaintiff to obtain an attorney prior to the new continued court date of June 7, 2021. At the direction of the trial court, plaintiff retained the legal representation of attorney Thomas Papanicolas.

On June 3, 2021, plaintiff was afforded an extension of the Temporary Hardship Forbearance Plan, dated June 3, 2021, initially issued in July of 2020. The extension of the Forbearance Plan began on June 1, 2021 and ended on August 1, 2021. (See R. Doc 312-315).

On or about the 7<sup>th</sup> day of June 2021, attorney Thomas Papanicolas personally appeared before the trial court as plaintiff's retained attorney with expectations to place the trial court on formal notice of his having filed his written appearance. Prior to the June 7, 2021, held court date, plaintiff was informed by attorney Thomas Papanicolas that her appearance in court would not be necessary based upon he would only be making his formal in person appearance before the court.

On June 7, 2021, in addition to the court acknowledging plaintiff's retained attorney having filed his written appearance the trial court conducted hearings on certain matters, which among other things, issued an order to have the previously approved Temporary Hardship Forbearance removed from the mortgage. The matters discussed at that hearing did not represent matters previously discussed between plaintiff and her hired attorney any time prior to June 7, 2021 (See R. Doc. 305 Appendix, p. a-59 ).

After the June 7, 2021 court date, plaintiff consulted with her attorney regarding the matters which occurred during the court proceedings of June 7, 2021, and plaintiff and her attorney agreed to submit a motion to reconsider the directives set forth in the issued Court Order of June 7, 2021.

On or about the 11<sup>th</sup> day of June, 2021, plaintiff's former attorney, Michele A. Rosenfeld, filed a motion to reconsider directed toward the entered order of June 7, 2021, scheduling to be

formally presented to the trial court on June 17, 2021 for the purpose of having a briefing schedule set on the motion to reconsider (See R. Doc. 306-310).

During the court proceedings of June 17, 2021, when petitioner Cameron's former attorney, Michele A. Rosenfeld, formally presented the combine motions to the trial court. Contrary to the customary practice of the Circuit Court of the Twelfth Judicial Circuit. Neither did respondent Cameron's formerly hired contracted attorney, Michele A. Rosenfeld, seek of the trial court to be afforded a specified amount of time to file and serve a written response in opposition against petitioner Cameron's combined motions. Nor did the trial Court set the customary briefing schedule on petitioner Cameron's motion to reconsider the entered order of June 7, 2021 in order to afford the respondent Cameron with a certain amount of time to submit a written response in opposition either against the relief sought in petitioner Cameron's motion to reconsider the June 7, 2021 Order, or against the relief sought in petitioner Cameron's motion to compel respondent to satisfy HFS Liens. The trial court, in open court, merely issued an arbitrary and capricious order which failed to set forth a finding of fact and conclusion of law as its legal justification to deny petitioner Cameron's motion to re-consider the entered order of June 7, 2021, and to deny the petitioner Cameron's motion to com-pel the respondent to satisfy the lien. (See R. Doc 331; and see First Order, Appendix, p. a-2).

On or about the 28<sup>th</sup> day of June, 2021, plaintiff filed an Emergency Motion requesting of the trial court to issue a written for a Memorandum Opinion and Order directed toward the entered order of June 17, 2021 (See R.Doc.332 - 336). On or about the 30<sup>th</sup> day of June, 2021, the trial court denied the motion requesting a written memorandum opinion and order, without explanation (See R.Doc. 350, and see Second Order, Appendix, p. a-3).

On or about the 1<sup>st</sup> day of July, 2021, plaintiff timely filed a Notice of Appeal directed towards the trial court's entered order of June 17, 2021. (See R. Doc. 351-355).

During the proceedings before the Illinois Appellate Court for the Third District. Respondent Cameron's former contracted attorney, Michele A. Rosenfeld , unofficially withdrew from further providing legal representation for respondent Cameron, and respondent Cameron did not file the required response brief to set forth any reason and/or reason(s) why the Appellate Court for the Third District should not grant the requested relief sought in petitioner Cameron's opening brief.

On or about the 2<sup>nd</sup> day of February, 2023. The three panel judges of the Illinois Appellate Court for the Third District issued a Rule 23 Summary Order, which among other things, neglected to acknowledge and address any of the pleadings and various cited case laws presented in petitioner Cameron's unopposed Opening Brief. The Summary Order equally formulated an argument which the Circuit Court of the Twelfth Judicial Circuit, Will County, had neglected to construct for itself when it *sua sponte* DENIED petitioner Cameron's unopposed motion to reconsider the June 7, 2021 Order, and when it *sua sponte* DENIED petitioner Cameron's unopposed motion to compel Respondent to satisfy HFS Liens (See Third Order, Appendix, p. a-4, and see Petitioner Cameron's Opening Appeal Brief, Appendix, pgs. a-23 to a-51, and see First Order, Appendix, p. a-2).

On or about the 30<sup>th</sup> day of March, 2023. The Illinois Appellant Court for the Third District *sua sponte* DENIED petitioner Cameron's unopposed Petition for Rehearing without providing any explanation disclosing whether or not the content presented in the Petition for Rehearing met any of the specific grounds for having a Petition for Rehearing entertained per Illinois Supreme Court Rule 367/ (See Fourth Order, Appendix, p. a-8).

Petitioner Cameron contend that had the trial court afforded her with the full and equal benefit of the "customary motion practice connected to pretrial proceedings, and had the Illinois Appellant Court of the Third District, as well as the Illinois Supreme Court afforded petitioner Cameron with the full and equal benefit of the well-settled case laws used to establish the basis for the reversal and remanding of the trial court's entered order of June 17, 2021. Then, the outcome would have been completely different, and petitioner Cameron would have been afforded with a fair opportunity to enforce the terms and conditions of Article IV, Section C of the Dissolution of Marriage Contract, and she would have been afforded to exercise her right to protect her interest in the real property known as 3412 Stone Creek Drive, Municipality of Joliet/Will County, Illinois 60435.

## ARGUMENT

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### I.

**The trial court's actions and /or inactions of June 17 & 30, 2021, has so far departed from the accepted and usual course of judicial proceedings, coupled with the Illinois Appellate Court for the Third District and the Illinois Supreme Court's subsequent sanctioning such a departure by the trial court, as to call for an exercise of this Court's supervisory power.**

A. The manner in which the trial court disposed of petitioner's unopposed motion to reconsider the June 7, 2021 Order, and disposed of petitioner's unopposed motion to compel respondent to satisfy HFS Lien was fundamentally unfair and represented a deprivation of minimal procedural due process which interfere with petitioner's substantive due process right to protect her property interest.

Surely, this court will agree that, "The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner. *Matthews v. Elderidge*, 424 U.S. 319, 333 (1976). Although the Supreme Court has warned that due process "is not a technical conception with a fixed content unrelated to time, place, and circumstances,"

and instead is adapted as a particular situation demands, it hardly can be said that due process requires no procedural or substantive protections in a particular situation. See *id.* at 334. Instead, the Supreme Court consistently has held that some form of hearing is required before an individual is finally deprived of a property interest." *Id.*

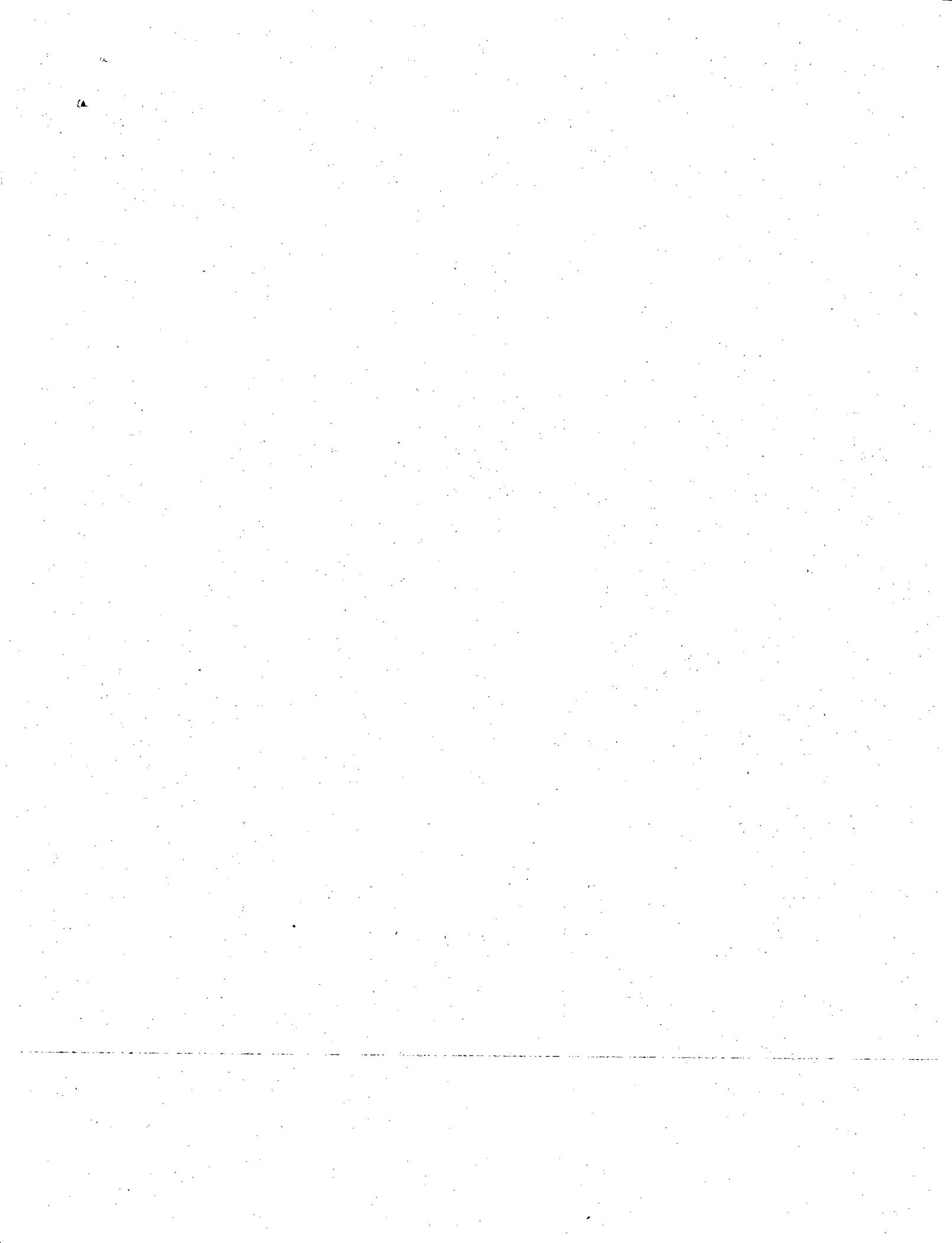
The purpose of a motion to reconsider is to bring to the court's attention to newly discovered evidence which has not been available at the time of the hearing, changes in the law or errors in the court's previous application of existing law. *See Korogluyan v Chicago Title and Trust Co.*, 213 Ill App.3d 622, 627(1<sup>st</sup> Dist. 1991).

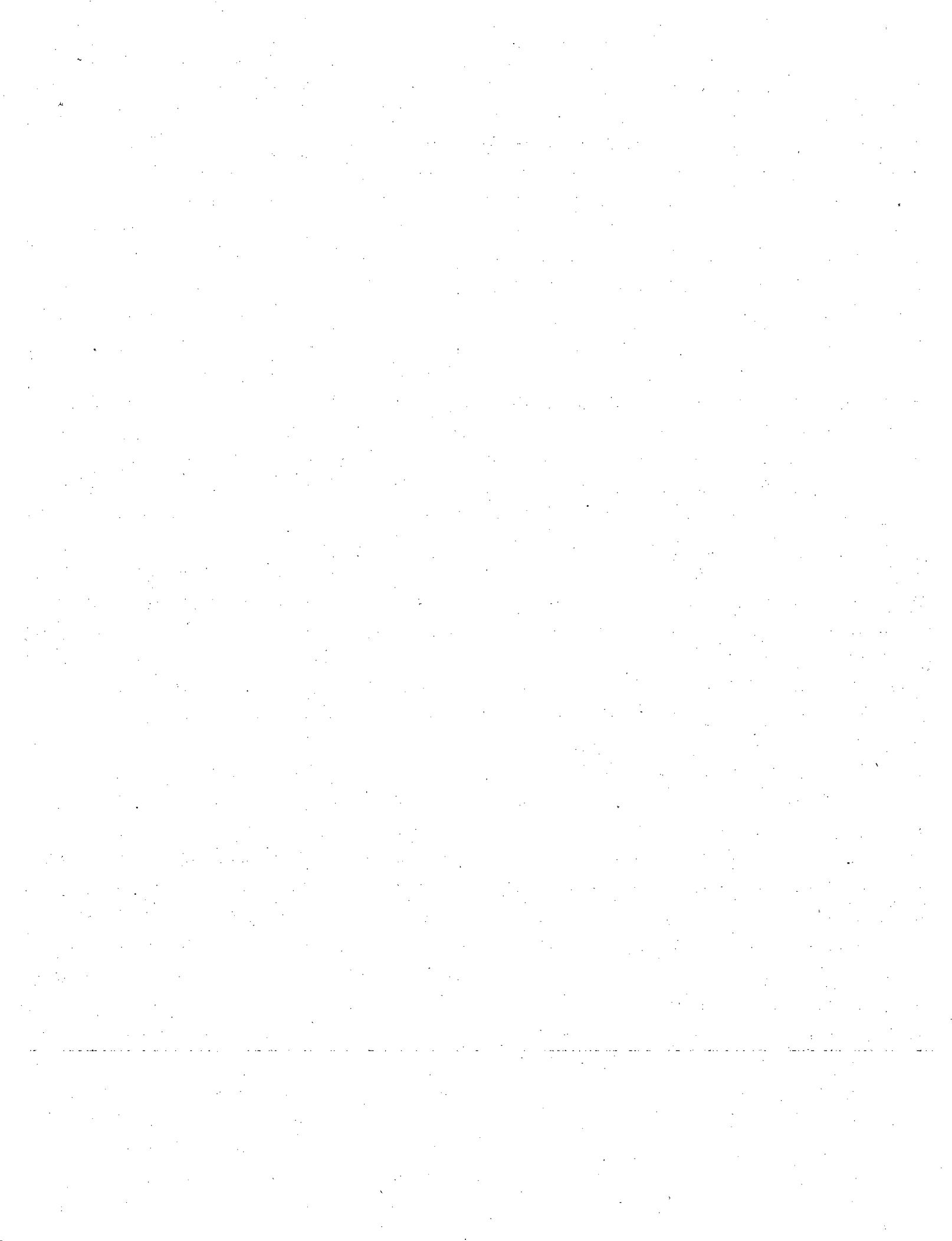
On review, appellant court must examine whether not merely whether the trial court's order pursuant to statute governing motions after judgment in nonjury cases represents abuse of discretion, but rather whether regarding that order, substantial justice is being done between parties. *In re Marriage of Sutherland*, App. 2 Dist. 1993, 190 Ill.Dec. 695, 251 Ill. App.3d 411, 622 N.E.2d 105.

As a decision whether to grant a motion under section 2-1301 is discretionary (*In re Haley D*, 2011IL 1100886, para. 69, 355 Ill. Dec. 375, 959 N.E. 2d 1108),

We review a circuit court's ruling on a motion under this section for an abuse of discretion *Standard Bank and Trust Co. v Madonia*, 2011 IL App (1<sup>st</sup>) 103516 p.8, 357 Ill Dec. 755, 964 N.E.2d 118). An abuse of discretion occurs when the circuit court acts arbitrarily without the employment of conscientious judgement or if its decision exceeds the bounds of reason and ignores principles of law such that substantial prejudice has resulted." "*Aurora Loan Services, LLC, v Kmiecik*, 2013 IL App(1<sup>st</sup>) 121700. Para. 26, 372 Ill. Dec. 586, 992 N.E.2d 125 (quoting *Marren Builders, Inc v Lampert*, 307 Ill.App. 3d 937, 941, Ill. Dec. 256 719 N.E. 2d 117(1999)).

When analyzing a substantive due process claim involving executive action is to determine whether a fundamental right is involved. *Christensen v. County of Boone*, 483 F. 3d 454, 461-





462 (7<sup>th</sup> Cir. 2007): *cf Daniels v Williams*, 474 U.S. 327, 331, 106 S. Ct. 662, 665, 88 L Ed.2d 662, 668 (1986) (Historically, this guarantee of due process has been applied to deliberate decisions of government officials to deprive a person of life, liberty, or property" (emphasis in original)).

The documentary evidence in the **record** shows that after petitioner Cameron complied with the trial courts May 17, 2021 issued directive to hire a legal representative by the June 7, 2021 scheduled status hearing. Despite petitioner Cameron's having had not met with her former hired attorney to provide him with instructions to afford him with information designed to reflect her interest in said property. The trial court seemingly engaged in a form of judicial advocacy dictating to petitioner Cameron's contracted legal representative as if she, Associate Circuit Judge, Elizabeth Dow, was a party to the Contract for Legal Assistance invoking RPC Rule 1.2 Scope of Representation, resulting in petitioner Cameron being coerced into signing a Quit Deed Title relinquishing her claim of being the court awarded possessor of the real property, which was contrary to and inconsistent with petitioner Cameron's rights under the Marital Dissolution Agreement, Article VI, para. 3 (*See* R.Doc. \_\_ and *see* R.Doc. 42)

The documentary evidence in the **record** shows that contrary to the trial court's customary practice of setting a briefing schedule on petitioner Cameron's motion to reconsider the June 7, 2021 order and on her motion to compel defendant to pay the HSF lien in order to afford respondent Camerons former hired attorney to file and serve a written response in opposition against petitioner Cameron's combined motion, and to afford petitioner Cameron with an opportunity to file and serve a written reply in further support of her combined motions. There existed newly discovered evidence which was not available to the trial court during the proceedings of June 7, 2020, which necessitated the need for petitioner Cameron directing her former contracted attorney to draft and file the combined motion. The trial court, knowing that

respondent Cameron either had waived and/or forfeited his rights opposes the requested relief sought in plaintiff Cameron's combined motions, summarily **DENIED** petitioner Cameron's combined motions, without explanation. (See First Order, Appendix, p. a-2 and see Appendix, p. a-13 and see Appendix, p. a-17).

The documentary evidence in the **record** further show that after petitioner Cameron submitted her written emergency motion requesting a written memorandum opinion and order setting forth the findings of facts and conclusion of law directed toward the entered order of June 17, 2021 (See Appendix, p. a-10). The trial court summarily DENIED the unopposed emergency motion, without explanation (See Second Order, Appendix, p. a-3).

The documentary evidence in the **record** further shows that despite the negligence on the part of respondent Cameron to file and serve an Appeal Response brief in opposition against the issue raised in petitioner Cameron's opening brief to the Illinois Appellate Court for the Third District, per Illinois Supreme Court Rule 343(b). The assigned three panel judges issued a Rule 23 Summary Order created an argument and then made a decision on their own created argument affirming the trial court's actions and/or inactions of June 17 & 30, 2021, which neither had respondent Cameron, nor had the trial court had constructed by and for themselves to be presented for review and analysis by the Illinois Appellate Court for the Third District to show that petitioner Cameron was not entitled to the requested relief sought in her Opening Appeal Brief (See Third Order, Appendix, p. a-4). This Court should take judicial notice that neither had respondent Cameron ever formulated any written pleadings for being presented either to the Trial Court in reference to petitioner Cameron's emergency combine motions, or to the Illinois Appellate Court for the Third District. Nor did the trial court ever produced a written memorandum opinion and order setting forth the finding of facts and conclusion of law for examination and discussion by the Illinois Appellate Court for the Third District (See First and

Second Orders, Appendix, p. a-2, p. a-3). In essence, the assigned three panel judges of the Illinois Appellate Court for the Third District simply overruled, nullified and/or invalidated the numerous unopposed well-settled case laws cited in petitioner Cameron's opening appeal brief, and engaged in a form of legislation from the bench. Thereby, condoning, supporting and upholding the fundamentally unfair proceedings staged by the trial court on June 7, 17 & 30, 2021, respectively.

The documentary evidence in the **record** further reveal that upon the Illinois Appellate Court For the Third District being in receipt of petitioner Cameron's Petition for Rehearing. The Clerk of the Appellate Court erroneously DENIED the Petition for Rehearing without pointing to any of the criteria established by Illinois Supreme Court Rule 367 to show that the bases used by petitioner Cameron failed to meet the mandatory requirements of Illinois Supreme Court Rule 367 (*See* Fourth Order, Appendix, p. a-8).

The documentary evidence in the **record** further reveal that after being sufficiently afforded with adequate information and all of the relevant exculpatory documentary evidence demonstrating the fundamentally unfair proceedings staged by the trial court and the Illinois Court of Appeals for the Third District. The Illinois Supreme Court merely ignored the Supreme Court Rule 315(a) criteria designed to determine justification for entertaining a Petition for Leave to Appeal, and merely turned its head and closed its eyes for fear of seeing the gross disregard toward and deviation away from the procedural norms set by the relevant Illinois Code of Civil Procedures, as well as set by the relevant Local Rules of the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, and the relevant Illinois Supreme Court Rules, and the well-established case laws cited in petitioner Cameron's Petition For Leave To Appeal, thereby adding further insult to injury (*See* Fifth Order, Appendix, p. a-9 *and see* Petitioner Cameron's Petition for Leave To Appeal, Appendix, p. a-52).

The complete **record** in this matter, including the appeal proceedings involving the Illinois Appellate Court for the Third District, and the Illinois Supreme Court, clearly illustrate the particular manner in which petitioner Cameron was deprived of being fully afforded with the required procedural due process essential for her to secure her substantive due process in relations to protecting her interest in the real property known as 3412 Stone Creek Drive located in the Municipality of Joliet/Will County, Republic of Illinois, which set forth the reason why of this court should step in and exercise its supervisory power to correct the trial court's far departure from accepted and usual course of judicial proceedings, as well as to correct the Illinois Appellate Court for the Third District. And the Illinois Supreme Court's subsequent sanctioning of the trial court's departure from the accepted and usual course of judicial proceedings.

### **CONCLUSION**

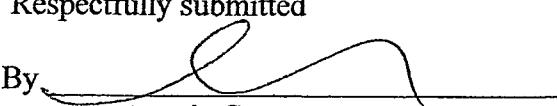
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At some point in time, this Court is going to have to step up to put an end to the misuse of power and the travesties of justice being perpetrated by the appointed Circuit Judges, and by the publicly elected Illinois Appellate Court, and by the publicly elected Illinois Supreme Court Judge against self-represented civil litigants as revealed in this matter. Now is as good of a time as any.

Therefore, this Court should grant this Petition for Writ of Certiorari.

Respectfully submitted

By



Artesia Cameron

Petitioner, Self-Represented

Artesia Cameron

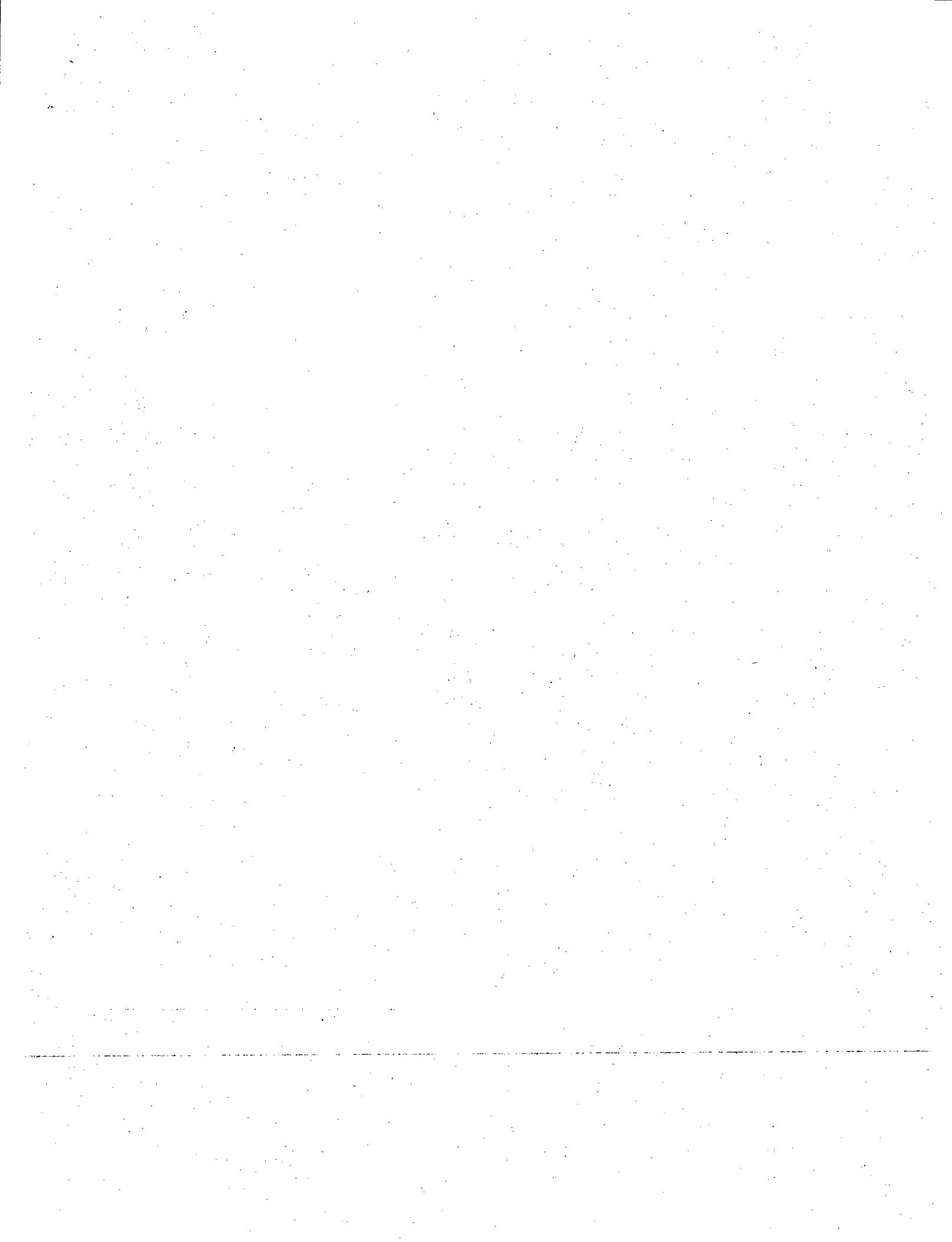
In care of 3412 Stone Creek Drive  
Municipality of Joliet/Will County  
Republic of Illinois [60435]  
(815) 585-6939

**APPENDIX**  
**Supreme Court Rule 14(i)**

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1. Circuit Court of the Twelfth Judicial Circuit's entered Order of June 17, 2021 .....	a-2
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6. Plaintiff's Emergency Motion Requesting A Written Memorandum Opinion and Order Setting Forth The Finding of Facts and Conclusion of Law Directed Toward The Entered Order of June 17, 2021 .....	a-10
7. Plaintiff's unopposed Motion To Reconsider June 7, 2021 Order .....	a-13
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**Supreme Court Rule 4(l)(i)(iii)(vi) Verification Statement**

This Appendix includes all of the relevant orders entered in conjunction with the judgment sought to be reviewed, as well as includes the relevant orders entered in the case by the Illinois Appellate Court for the Third District, and the Illinois Supreme Court, and includes other material the petitioner believes essential to understand the petition.



IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS

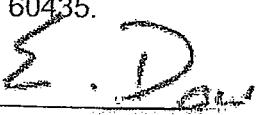
IN RE THE FORMER MARRIAGE OF )  
ARTESIA CAMERON, )  
Petitioner, )  
and ) Case No. 12 F 453/12 D 716  
ROBERT CAMERON, )  
Respondent. )

COURT ORDER

This matter coming before the Court for presentation of Petitioner's Motion to Reconsider the June 7, 2021 court order, Petitioner's Motion to Compel Respondent to Satisfy the HFS Lien, and status on compliance with the June 17, 2021 court order, attorney Michele A. Rosenfeld and Respondent appearing in person, attorney Thomas Papanicolas and Petitioner appearing in person, the Court having conducted a hearing by representation,

IT IS HEREBY ORDERED:

1. The Motion to Reconsider the June 7, 2021 court order is denied.
2. The Motion to Compel Respondent to Satisfy the HFS Lien is denied.
3. The Petitioner is ordered to execute a quit claim deed to the property located at 3412 Stonecreek Drive, Joliet, Illinois 60435 within seven (7) days. Said quit claim deed shall be tendered to Respondent's counsel. Upon receipt of the Quit Claim deed, the Respondent shall start the process to refinance the real estate located at 3412 Stonecreek Drive, Joliet, Illinois 60435 in his name only.
4. The Respondent shall make the June 2021 mortgage payment.
5. Matter is continued to July 19, 2021 at 11 am for hearing on when the Petitioner shall vacate the residence located at 3412 Stonecreek Drive, Joliet, Illinois. The Petitioner, or any other resident or visitor to the property, shall not damage or cause destruction to the property located at 3412 Stonecreek Drive, Joliet, Illinois 60435.

  
Judge

June 17, 2021  
Date

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS

IN RE THE FORMER MARRIAGE OF )  
ARTESIA CAMERON, )  
Petitioner, )  
and ) Case No. 12 F 453/12 D 716  
ROBERT CAMERON, )  
Respondent. )

COURT ORDER

This matter coming before the Court for Petitioner's Emergency Motion Requesting a Written Memorandum Opinion and Order Setting Forth the Findings of Facts and Conclusion Directed toward the Entered Order of June 17, 2021 and Petitioner's attorney's Emergency Motion to Withdraw, attorney Michele A. Rosenfeld and Respondent appearing in person, attorney Thomas Papanicolas and Petitioner appearing in person, the Court having conducted a hearing by representation,

IT IS HEREBY ORDERED:

1. The Emergency Motion to Withdraw as attorney for Petitioner filed by attorney Thomas Papanicolas is granted.
2. The Petitioner shall file her Appearance in this matter on today's date.
3. The Emergency Motion Requesting a Written Memorandum Opinion and Order Setting Forth the Findings of Facts and Conclusion Directed toward the Entered Order of June 17, 2021 is denied.
4. Matter is continued to July 19, 2021 at 11 am for previously scheduled hearing on when the Petitioner shall vacate the residence located at 3412 Stonecreek Drive, Joliet, Illinois.

  
\_\_\_\_\_  
Judge

June 30, 2021

\_\_\_\_\_  
Date

No. 3-21-0288

Summary Order filed February 2, 2023

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IN THE  
APPELLATE COURT OF ILLINOIS  
THIRD DISTRICT

2023

*In re MARRIAGE OF* ) Appeal from the Circuit Court  
ARTESIA CAMERON, ) of the 12th Judicial Circuit,  
Petitioner-Appellant, ) Will County, Illinois,  
and ) Appeal No. 3-21-0288  
ROBERT CAMERON, ) Circuit Nos. 12-D-716, 12-F-453  
Respondent-Appellee. ) Honorable  
 ) Elizabeth Hoskins Dow,  
 ) Judge, Presiding.

---

PRESIDING JUSTICE HOLDRIDGE delivered the judgment of the court.  
Justices Hettel and Peterson concurred in the judgment.

---

SUMMARY ORDER

In October 2012, a marital settlement agreement was entered, dissolving the marriage of the petitioner, Artesia Cameron, and the respondent, Robert Cameron. The agreement provided, *inter alia*, that Artesia would be awarded a 100% interest in and exclusive possession of the marital residence. She was provided with two years to refinance the mortgage and remove Robert's name from it and would be responsible for the payment of the mortgage, taxes, and insurance. Upon refinancing, Robert would execute a quit claim deed relinquishing his interest in the property. Moreover, each party was solely responsible for any debts and financial obligations incurred in

their own names. The agreement stated that the parties were aware of all assets, debts, and liabilities.

As of October 2019, Artesia had still not refinanced the house. The court ordered her to do so by April 16, 2020. On June 18, 2020, Artesia was ordered to provide documentation on refinancing the house or a contract with a realtor to sell the house by the next court date. Around July, Artesia received a forbearance on the mortgage and was no longer making payments on it. By October 2020, Artesia had placed the house on the market, but there was a child support lien on the property for over \$90,000 that prevented her from selling. The lien was from Robert's prior relationship and existed at the time of the marital settlement. Robert requested that Artesia execute a quit claim deed to him so that he could refinance the house. Artesia was given until May 17, 2021, to refinance the mortgage and remove Robert's name, otherwise Robert would have the opportunity to do so.

On June 7, 2021, a hearing was held. An attorney appeared in court on behalf of Artesia. Artesia was not present. Robert's attorney stated that Robert had received preapproval to refinance the property. A mortgage broker testified that Robert had been preapproved to refinance the property, even with the mortgage and lien that were on the property. The witness discussed the process for refinancing the property for Robert and stated that it would take longer to refinance the property if it was in forbearance. The court ordered Artesia to take the property out of forbearance, make timely mortgage payments, provide proof of the payments, and list the property with a realtor. Further, the court ordered that Robert was allowed to obtain an appraisal of the property. Artesia filed a combined motion to reconsider the June 7 order and to compel Robert to pay the lien. The motion to reconsider stated that Artesia's forbearance was extended until September 1, 2021, and Artesia does not have to make a payment until that date.

After a hearing on June 17, 2021, the court denied the motion. The court ordered that the house be deeded to Robert within seven days, and that he be responsible for the payment of the mortgage. Artesia appealed.

On appeal, Artesia argues that the court erred in denying her combined motion to reconsider and compel. Specifically, Artesia argues that the court erred by failing to set a briefing schedule or issue a written memorandum opinion and order setting forth its findings of facts and conclusions of law. While Robert did not file an appellee's brief in this case, we will consider Artesia's arguments as the record is simple and the claimed errors are such that the court can decide them without the aid of an appellee's brief. *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

First, Artesia fails to cite any authority which indicates that a briefing schedule is a prerequisite for the circuit court to rule on a motion to reconsider or a motion to compel. Artesia states that, because the court did not set a briefing schedule, "it never afforded her an opportunity to be completely heard." However, Artesia was given the opportunity to present her argument fully in her motion and orally at the hearing.

Second, Artesia also fails to cite any authority requiring a court to issue a written memorandum opinion, and we cannot find any such requirement. The court, on the record, stated its order and its reasons for reaching its decision. It also issued a written order. There was nothing wrong with the court's procedure in issuing its order.

Third, we cannot say that the court erred in denying Artesia's motion to reconsider. We consider the denial of a motion to reconsider for an abuse of discretion. *Liceaga v. Baez*, 2019 IL App (1st) 181170, ¶ 26. "An abuse of discretion occurs only when the trial court's ruling is arbitrary, fanciful, unreasonable or where no reasonable person would take the view adopted by

the trial court.” *Id.* ¶ 27. Here, Artesia’s motion to reconsider was based on the fact that her forbearance had been extended until September 1, 2021. However, the court specifically stated that it did not want the mortgage in forbearance and wanted Artesia to be making payments on the mortgage. The mortgage broker had testified that, with a forbearance, refinancing would take longer to accomplish. The court sought to timely get the home refinanced and finalize the case, as it had been going on for years. Thus, we cannot say the court abused its discretion.

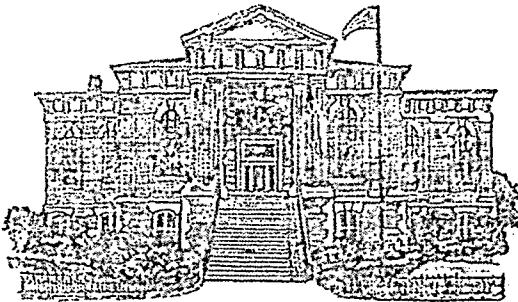
Lastly, we find that Artesia has waived her argument that the court erred in denying her motion to compel. Artesia solely cites case law regarding deprivation of private property by the government, which does not apply here. The failure to support a contention with relevant authority results in waiver of the argument. *Osler Institute, Inc. v. Miller*, 2015 IL App (1st) 133899, ¶ 34.

The appeal of the judgment of the circuit court of Will County is affirmed. This decision is issued in accordance with Illinois Supreme Court Rule 23(c)(2) (eff. Jan. 1, 2021).

Affirmed.

a-7  
a-76

STATE OF ILLINOIS  
THIRD DISTRICT APPELLATE COURT



Zachary A. Hooper  
Clerk of the Court  
815-434-5050

1004 Columbus Street  
Ottawa, Illinois 61350  
AC3@IllinoisCourts.gov

March 30, 2023

Artesia Cameron  
3412 Stone Creek Dr.  
Joliet, IL 60435

RE: Marriage of Cameron, Artesia and Cameron, Robert  
General No.: 3-21-0288  
County: Will County  
Trial Court No: 12D716, 12F453

The Court has this day, March 30, 2023, entered the following order in the above entitled case:  
Appellant's Petition for Rehearing is DENIED.

Zachary A. Hooper  
Clerk of the Appellate Court

c: Robert Cameron

a-8

STATE OF ILLINOIS  
SUPREME COURT

At a Term of the Supreme Court, begun and held in Springfield, on Monday, the 11th day of September, 2023.

Present: Mary Jane Theis, Chief Justice  
Justice P. Scott Neville, Jr.  
Justice Lisa Holder White  
Justice Elizabeth M. Rochford  
Justice David K. Overstreet  
Justice Joy V. Cunningham  
Justice Mary K. O'Brien

---

On the 27th day of September, 2023, the Supreme Court entered the following judgment:

No. 129609

In re Marriage of Artesia Cameron,

Petitioner

and

Robert Cameron,

Respondent

Petition for Leave to  
Appeal from  
Appellate Court  
Third District  
3-21-0288  
12D716  
12F453

The Court having considered the Petition for leave to appeal and being fully advised of the premises, the Petition for leave to appeal is DENIED.

Order entered by the Court.

As Clerk of the Supreme Court of the State of Illinois and keeper of the records, files and Seal thereof, I certify that the foregoing is a true copy of the final order entered in this case.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court, this 3rd day of November, 2023.

*Cynthia A. Grant*

Clerk,  
Supreme Court of the State of Illinois

CLERK, CIRCUIT COURT  
WILL COUNTY ILLINOIS  
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a-9

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS

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Will County Circuit C  
Twelfth Judicial Circuit C  
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Clerk: M

IN RE THE FORMER MARRIAGE OF )  
 )  
ARTESIA CAMERON, ) CASE NUMBER  
 )  
Self-Represented Plaintiff/Petitioner, ) 12 F 453/12 D 716  
 )  
-vs- ) Associate Circuit Judge Elizabeth Dow  
 ) Presiding  
ROBERT CAMERON, )  
 )  
Defendant/Respondent. )

**PLAINTIFF'S EMERGENCY MOTION REQUESTING A WRITTEN  
MEMORANDUM OPINION AND ORDER SETTING FORT THE FINDINGS OF  
FACTS AND CONCLUSION DIRECTED TOWARD THE ENTERED ORDER OF  
JUNE 17, 2012**

**Introduction:**

COMES NOW the Self-Represented Plaintiff/Petitioner, ARTESIAN CAMERON by and through herself, Artesia Cameron, reserving all rights and waiving none, ever, and submit her Emergency Motion Requesting A Written Memorandum Opinion and Order Setting Forth A Findings of Fact and Conclusion of Law Directed Toward the Entered Order of June 17, 2021, seeking to have this court to issue a written memorandum opinion and order setting forth a findings of fact and conclusion of law directed toward the entered order of June 17, 2021.

**Procedural Background:**

On or about the 17<sup>th</sup> day of June, A.D., 2021, this Court issued a Order, which among other things, denied the Motion for Reconsideration of June 7, 2021.

**Argument:**

I, plaintiff Artesia Cameron contend that this court should grant this motion and issue a written memorandum opinion and order setting forth a findings of fact and conclusion of law directed toward the entered Order of June 17, 2021 for the following reason which will serve as a complete bases for issuing a written memorandum opinion and order setting forth a findings of fact and conclusion of law directed toward the entered order of June 17, 2021.

It is my intent to timely file a Notice of Appeal with the Third District Appellate Court directed toward this Court's entered order of June 17, 2017. The Order of June 17, 2021 denying the motion for reconsideration is a conclusory finding, without explanation, and this Court's June 17, 2021 entered Order did not set forth what evidence supportive of the motion for reconsideration was accepted or rejected so that the basis of the decision could be clearly and adequately disclosed and reviewed, and without a written findings of fact and conclusion of law, the Third District Appellate Court's review and evaluation of the legal issues intended to be raised up for review will be greatly hindered. Therefore, this Court should allow this motion and issue a written memorandum opinion and order setting forth a findings of fact and conclusion of law directed toward this court's entered order of June 17, 2021.

**Conclusion:**

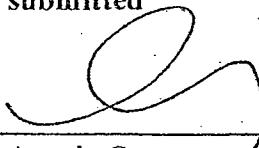
Based upon aforementioned the fairest and just decision for this Honorable Court to do, as a Guardian of the Law, would be that of granting this motion and issuing a written memorandum opinion and order setting forth a findings of facts and conclusion of law as the legal bases for this Court's entered order of June 17, 2021.

Granting this motion will serve the ends of Justice and will not prejudice any party.

**WHEREFORE**, the Self-Represented Plaintiff/Petitioner, ARTESIA CAMERON, respectfully request of this Court to issue a decision consistent with the relief sought in this motion.

Respectfully submitted

By

  
Artesia Cameron  
Self-Represented Plaintiff/Petitioner

Artesia Cameron  
In care of 3412 Stone Creek Drive  
Municipality of Joliet/Will County  
Republic of Illinois [60435]  
(815) 585-6939

Andrea Lynn Chasteen  
Will County Circuit Clerk  
Twelfth Judicial Circuit Court  
Electronically Filed  
2012D 000716  
Filed Date: 6/11/2021 4:22 PM  
Envelope: 13662121  
Clerk: HW

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

IN RE THE MARRIAGE OF: )  
ARTESIA CAMERON, )  
Petitioner, ) NO. 12 D 716  
and ) 12 F 453  
ROBERT CAMERON, )  
Respondent. )

---

**PETITIONER'S MOTION TO  
RECONSIDER JUNE 7, 2021 ORDER**

Petitioner, ARTESIA CAMERON, by and through the undersigned attorneys, hereby files this Motion to Reconsider June 7, 2021 Order, and states as follows:

**RELEVANT HISTORY**

1. On December 31, 2020, Respondent filed a Motion for Quit Claim Deed for 3412 Stone Creek Dr., Joliet, IL 60435 ("Property"), a property that was awarded to Petitioner pursuant to a divorce decree entered in 2012.
2. Petitioner represented herself in response to the Motion for Quit Claim Deed and retained our office on May 27, 2021.
3. On June 7, 2021, a hearing was held and the Court received testimony from a mortgage broker regarding Respondent's pre-qualification for an FHA loan on the Property.
4. During the hearing, Respondent's counsel advised the Court that the Property was in forbearance and that the forbearance ended June 1, 2021.
5. Following the hearing, the Court ordered the following:

*a-13*

1. Ms. Cameron to make mortgage payment on time and in full and the mortgage needs to be taken out of forbearance. Ms. Cameron to bring in proof of these timely payments.
2. Mr. Cameron to be allowed to obtain an appraisal on the property within the next 90 days.
3. Ms. Cameron to list the other property with a realator.

*See June 7, 2021 Court Order attached hereto as Exhibit A.*

6. 735 ILCS 5/2-1203 states, *inter alia*, as follows:
  - (a) In all cases tried without a jury, any party may, within 30 days after the entry of the judgment or within any further time the court may allow within the 30 days or any extensions thereof, file a motion for a rehearing, or a retrial, or modification of the judgment or to vacate the judgment or for other relief.
7. The 30th day after the June 7, 2021 ruling falls on July 7, 2021.
8. Respondent now files this Motion within the time frame as outlined by law.

#### LEGAL STANDARD

9. The purpose of a motion to reconsider is to bring to the court's attention newly discovered evidence which was not available at the time of the hearing, changes in the law, or errors in the court's previous application of existing law. *See Korogluyan v. Chicago Title and Trust Co.*, 213 Ill.App.3d 622, 627 (1st Dist. 1991).
10. As set forth below, there is newly discovered evidence not available at the time of the June 7, 2021 hearing and a change in circumstance following that hearing which warrant modification of the June 7, 2021 order.

#### ARGUMENT

##### **I. AFTER ENTRY OF THE JUNE 7, 2021 ORDER, PETITIONER LEARNED THAT THE FORBEARANCE DID NOT END JUNE 1, 2021.**

11. On June 3, 2021, Petitioner's mortgage servicer extended the mortgage forbearance until September 1, 2021. *See June 3, 2021 SPS Letter attached hereto as Exhibit B.*
12. Petitioner did not receive this letter prior to the June 7, 2021 hearing.

13. As the Property's mortgage remains in forbearance, a payment is not due until September 1, 2021.

14. There is no adverse effect on Respondent's credit during the forbearance period. See SPS COVID-19 Assistance Information attached hereto as *Exhibit C* ("You won't be charged late fees during the forbearance period.", "We will not report the paused payments to the credit bureaus as being past due during the forbearance period").

15. Based on these circumstances, Petitioner request the Court reconsider its decision that "Ms. Cameron to make mortgage payment on time and in full and the mortgage needs to be taken out of forbearance. Ms. Cameron to bring in proof of these timely payments" as was set forth in the June 7, 2021 Order.

**II. CONCURRENT WITH THIS MOTION, PETITIONER IS FILING A MOTION TO COMPEL RESPONDENT TO SATISFY HFS LIEN, SO THE JUNE 7, 2021 ORDER FOR PETITIONER TO LIST HER OTHER PROPERTY WITH A REALTOR SHOULD BE STAYED PENDING ADJUDICATION OF THAT MOTION.**

16. Concurrent with the filing of this Motion to Reconsider, Petitioner is filing a Motion to Compel Respondent to satisfy a lien in favor of the Illinois Department of Healthcare and Family Services, as the lien is solely in his name and is preventing Petitioner from selling the Property or refinancing it to remove Respondent's name from the existing mortgage.

17. Petitioner retained our office's services six (6) days before the June 7, 2021 hearing and our office did not have time to prepare the above-mentioned motion to compel prior to the June 7, 2021 hearing.

18. It is in the interest of justice for Petitioner to be able to present and adjudicate her Motion to Compel Respondent to Satisfy HFS Lien, as she represented herself in

response to Respondent's motion for quit claim deed and did not know she could file a motion to compel Respondent to satisfy the HFS Lien.

19. Adjudication of the Motion to Compel Respondent to Satisfy HFS Lien may eliminate the need for Petitioner to list her Luana Road property for sale as was ordered in the June 7, 2021 Order.

### **CONCLUSION**

For the reasons set forth above, Petitioner, ARTESIA CAMERON, respectfully requests that this Honorable Court reconsider its June 7, 2021 Order.

Respectfully submitted,

By: Thomas Papanicolas  
Attorneys for Petitioner

Thomas Papanicolas  
Frankfort Law Group  
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10075 W. Lincoln Highway  
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ARDC: 6333175  
tap@jtlawllc.com

4  
Q-16

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS

Andrea Lynn Chasteen  
Will County Circuit Clerk  
Twelfth Judicial Circuit Court  
Electronically Filed  
2012D 000716  
Filed Date: 6/11/2021 4:22 PM  
Envelope: 13662121  
Clerk: HW

IN RE THE MARRIAGE OF: )  
 )  
ARTESIA CAMERON, )  
 )  
Petitioner, ) NO. 12 D 716  
and ) 12 F 453  
 )  
ROBERT CAMERON, )  
 )  
Respondent. )

---

MOTION TO COMPEL RESPONDENT TO SATISFY HFS LIEN

NOW COMES the Petitioner, ARTESIA CAMERON, by and through her attorneys, FRANKFORT LAW GROUP, and brings this motion to compel Respondent to Satisfy HFS Lien. In support of her Motion, Petitioner states as follows:

BACKGROUND

1. On October 30, 2012, the Circuit Court of Will County, Illinois entered a judgment of dissolution of marriage dissolving the parties' marriage, which incorporated a Marital Settlement Agreement ("MSA"). See Judgment attached hereto as *Exhibit A*.
2. The MSA, attached hereto as *Exhibit B*, provides the following regarding the marital property located at 3412 Stonecreek Drive, Joliet, Illinois 60435 ("Property"):

WIFE shall be awarded an one hundred (100%) interest in the marital residence and exclusive possession of the marital residence located at 3412 Stonecreek Drive, Joliet, Illinois 60435. Upon entry of judgment, WIFE shall have two (2) years to refinance the mortgage to remove the Husband's name from the loan. WIFE shall fully responsible for the payment of the mortgage, taxes, and insurance on the property. Wife shall indemnify and hold the HUSBAND harmless for these obligations. Upon the WIFE obtaining a refinance approval, Husband shall execute a quit claim deed relinquishing any interest that he has in the property.

Art. IV, e.

3. The MSA provides as follows regarding division of debts:

HUSBAND shall be fully responsible for any deficiency judgment resulting from the repossession of the 2007 Kia Sedona.

HUSBAND shall be solely responsible for all other debts and financial obligations, incurred in his own name and he shall save and hold the WIFE free, harmless and indemnified

against said debts and obligations.

Art. VI.

4. Unbeknownst to Petitioner, there was a \$92,460.84 lien placed on the Property in 2008 by the Illinois Department of Public Aid for past-due child support that Respondent owed to the Illinois Department of Healthcare and Family Services ("HFS") for support of a child that is not of the Parties in the instant matter. *Exhibit C*.
5. The HFS Lien remains on the Property and is clouding its title, preventing Petitioner from selling or refinancing the Property.
6. Petitioner attempted to sell the Property in November 2020 but a purchase offer fell through when a title search revealed the HFS Lien.

ARGUMENT

7. Neither the Judgment nor the MSA provided that Petitioner was responsible for the HFS lien on the Property or that she was taking the Property subject to the HFS Lien.
8. "A marital settlement agreement is a contract." *In re Haller*, 2012 IL App (5th) 110478, ¶ 26, 980 N.E.2d 261, 366 Ill. Dec. 461.
9. The primary objective in interpreting the provisions of a dissolution judgment "is to effectuate the intent of the parties." *In re Marriage of Carrier*, 332 Ill. App. 3d 654, 658, 773 N.E.2d 657, 265 Ill. Dec. 893 (2002).
10. While it was intended for Petitioner to be awarded a one hundred percent (100%) interest in the Property, it was not intended for Petitioner to be awarded the Property subject to a \$92,460.84 HFS Lien for support due a child that is not hers.
11. If it was the parties' intent for Petitioner to take the Property subject to the HFS Lien, either the judgment would have provided as such or the Lien would have been disclosed to Petitioner prior to judgment being entered.
12. Further, the MSA provides that Respondent is solely Responsible for all "debts and financial obligations, incurred in his own name..."
13. The Judgment provides that this Court retains jurisdiction over the parties and subject matter in the case "for the purpose of enforcing the terms of [the] Judgment and Marital Settlement Agreement." Judgment, § 6, F.
14. Petitioner requests the Court enforce the terms of the agreement and order Respondent satisfy the HFS Lien, which is a debt incurred solely in his name.
15. Ordering Respondent to satisfy the HFS Lien would effectuate the parties' intent that Petitioner be awarded the Property without such a large lien.

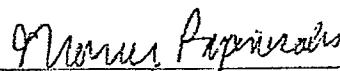
16. As was set forth during the June 7, 2021 hearing, Respondent was pre-approved for an FHA loan in an amount in excess of \$92,460.84.
17. Based on testimony of Respondent's June 7, 2021 witness, loan officer Byron Nazar, Respondent is likely able to qualify for a loan to satisfy his HFS Lien.
18. Petitioner has incurred attorney fees in the preparation and presentation of this Motion, all of which could have been avoided had Respondent paid his debt as required by the Judgment.

#### CONCLUSION

WHEREFORE, Petitioner, ARTESIA CAMERON, prays that this Honorable Court compel Respondent, ROBERT CAMERON, as follows:

- a. That this Honorable Court enter an order compelling Respondent to satisfy his HFS lien on or before a date certain;
- b. For attorney's fees and costs in bringing this Motion before the Court;
- c. For such other and further relief as this Court shall deem just.

Respectfully submitted,

  
\_\_\_\_\_  
Thomas Papanicolas,  
Attorney for Petitioner

Thomas Papanicolas  
ARDC: 6333175  
JAHNKE, SULLIVAN & TOOLIS, LLC  
d/b/a FRANKFORT LAW GROUP  
10075 W. Lincoln Highway  
Frankfort, Illinois 60423  
Attorneys for Petitioner  
(708) 349-9333 (telephone)  
(708) 349-8333 (facsimile)

VERIFICATION

Artesia Cameron, under penalties of perjury as provided by law pursuant to Section 5/1-109 of the Illinois Compiled Statutes, Chapter 735, 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 she certifies as aforesaid that she verily believes the same to be true.

Artesia Cameron

6/11/21  
Date

10/30/12 15:06:49 WCCH

Andrea Lynn Chasteen  
Will County Circuit Clerk  
Twelfth Judicial Circuit Court  
Electronically Filed  
2012D 000716  
Filed Date: 6/11/2021 4:22 PM  
Envelope: 13662121  
Clerk: HW

FILED

12 OCT 30 PM 2:07

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )  
 )

12 OCT 30 PM 2:07  
CIRCUIT COURT  
WILL COUNTY, ILLINOIS

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

IN RE: THE MARRIAGE OF )  
ARTESIA CAMERON )  
Petitioner, ) Case No. 12D 716  
Vs. )  
 )  
ROBERT CAMERON )  
Respondent )

**JUDGMENT FOR DISSOLUTION OF MARRIAGE**

**THIS MATTER COMING ON TO BE HEARD** on the Petition for Dissolution of Marriage filed by ARTESIA CAMERON, Petitioner appearing in open court with her attorney, NICOLE L. KIMBLE, and the Respondent, ROBERT CAMERON appearing in open court with his attorney, PHILLIP J. ROTCHE.

The court heard Petitioner, and, after considering all of the evidence and now being fully advised in the premises,

**THIS COURT HEREBY FINDS AS FOLLOWS:**

1. That this Court has jurisdiction of the parties hereto and of the subject matter hereof.
2. That the Petitioner was domiciled in the County of Will, State of Illinois at the time the Petition for Dissolution of Marriage was commenced and Petitioner and Respondent have resided in the State of Illinois for ninety (90) days next preceding the making of these findings.
3. That the Petitioner and Respondent were lawfully married on September 29, 1998 in Joliet, Illinois and was said marriage was registered in Will County, Illinois.
4. Two children were born during the marriage, namely Gregory Cameron, date of birth, April 16, 1994 and Kiziah Cameron, date of birth, December 5, 1999. No other children were born or adopted and Petitioner is not now pregnant.
5. That there exist grounds for Dissolution of Marriage within the meaning and purview of the Illinois Marriage and Dissolution of Marriage Act, 750 ILCS 5/401(a), in that irreconcilable differences have caused an irretrievable breakdown of the marriage, and any efforts at

WCCH 10302012

Q-21

Ex. A

reconciliation would be impracticable and unsuccessful and not in the best interests of the parties.

6. That the parties have entered into a Marital Settlement Agreement and Parenting Agreement, the terms of which are set as follows:

**IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

A. That the parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner and Respondent are hereby dissolved;

B. That the Marital Settlement Agreement as set forth herein and signed by the parties are incorporated into this Judgment for Dissolution of Marriage.

C. That the Petitioner may resume her maiden name of Edwards if she so desires.

C. Except as otherwise provided in this Judgment and incorporated in the Agreement, each of the parties are forever barred and foreclosed from maintenance, homestead, and any all other rights, claims, or demands whatsoever in and to the property of the other previously owned, now owned, or claims, demands, whatsoever in and to the property, of other previously owned, now owned, or hereafter acquired, including, but not limited to, dower, homestead, and marital and non-marital property.

F. That this Court retains jurisdiction over the parties and subject matter hereto for the purpose of enforcing the terms of this Judgment and Marital Settlement Agreement.

DATED: Oct 30, 2012

ENTERED: ✓  
JUDGE

Law Office of Nicole L. Kimble  
58 N. Chicago St., Suite 400  
Joliet, Illinois 60432  
815-726-2080 Office  
ARDC# 6257416

WCCH 10302012

Q-22

Appeal Case No. 3-21-0288

---

IN THE  
STATE OF ILLINOIS  
APPELLATE COURT OF THE THIRD DISTRICT

---

ARTESIA CAMERON,

Petitioner/Appellant

-vs-

ROBERT CAMERON,

Respondent/Appellee.

---

Appeal from the Circuit Court of the Twelfth Judicial Circuit  
Will County, Illinois

Case No 12D716/12F453

Circuit Judge Elizabeth Dow  
Rendering Decisions To Be Reviewed

---

OPENING BRIEF OF APPELLANT

---

Artesia Cameron  
Petitioner, Self-Represented  
3412 Stone Creek Drive  
Municipality of Joliet/Will County  
Republic of Illinois 60435  
(815) 585-6939

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## NATURE OF THE CASE

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This appeal arose from the June 17, 2021, issued order which denied Plaintiff's combined unopposed motion to reconsider the order entered on June 7, 2021 pursuant to 735 ILCS 5/2-1203, and plaintiff's unopposed motion to compel the respondent to satisfy HFS lien without explanation. The "in open court" written order of June 17, 2021, did not take on the form of a memorandum opinion and order including a finding of facts and a conclusion of law to establish a legal basis for the decision that denied the combined unopposed motions, and the trial court neglected to designate the order as a certified question (See R.Doc. 331; Appendix, p. a-87)

This case arose from the dissolution of the marriage between plaintiff, Artesia Cameron, and the defendant, Robert Cameron, resulting in plaintiff being awarded the property at 3412 Stone Creek Drive in Joliet IL (See R.Doc. 36-37) (See R. Doc p38-45; Appendix, p. a-9-16).

The trial court summarily denied plaintiff's combined unopposed motion for reconsideration of the entered order of June 7, 2021, pursuant to 735 ILCS Section 5/2-1203, (See R. Doc 306-310; Appendix, p. a-60) and plaintiff's unopposed motion to compel the respondent to satisfy the HFS lien, (See R.Doc 316-319; Appendix, p. a-69) from which this appeal is taken.

Plaintiff contends that the trial court's decision of June 17, 2021, is merely a conclusory finding, without explanation, and that the trial court did not set forth what evidence presented in the combined motion was accepted or rejected so that the basis for

decision could be clearly and adequately disclosed, and that the absence of a written finding of facts and conclusion of law in the court order of June 17, 2021, has served to hinder this court's review.

Plaintiff further contend that based upon the failure on the part of the defendant to submit a written response in opposition against issues raised in the motion to reconsider, particularly identifying the bases for his failure to comply with the Marital Settlement Agreement, which among other things, states; "HUSBAND shall be solely responsible for all other debts and financial obligations, incurred in his own name and he shall save and hold the WIFE free, harmless, and indemnified against debts and obligations". (See R. Doc. 42, Appendix p. a-13 Article VI. para. 3) and those certain obligations imposed by the entered order as listed were determined based on the understanding that the forbearance agreement was in effect with the mortgage company ending on June 1, 2021. Though the forbearance agreement extended on June 3, 2021, written notification of the extension of the forbearance did not arrive in the mail prior to the trial court's hearing of June 7, 2021. (See R. Doc. 312-315)

Plaintiffs contend that this court should reverse the erroneous decision of June 17, 2021, and remand this matter back to the trial court with direction that the parties be restored to their respective positions prior to June 7, 2021, and that the proceedings begin anew.

Questions are raised on the procedural practice.

## **ISSUE PRESENTED FOR REVIEW**

---

**Whether the trial court abused its discretion when it deprived affording plaintiff's combined motion to reconsider the entered order of June 7, 2021 pursuant to 735 ILCS 5/2-1203 and the motion to compel with the customary motion practice procedure which interfered with her fundamental right to protect her property interest.**

## STATEMENT OF JURISTION

---

On the 17<sup>th</sup> day of June 2021 the trail court issued it's "in open court order" denying plaintiffs, Artesia Cameron, unopposed combined motion to reconsider the order of June 7, 2021, pursuant to Section 1301, and the motion to compel the respondent to satisfy HFS lien, without explanation, (*See* R. Doc. 331; Appendix, p. a-87)

On the 1st day of July 2021 pursuant to Supreme Court Rule 303, the notice of appeal was filed directed toward the entered order of June 17, 2021. (*See* R. Doc. 351-355; Appendix, p. a-88).

According to Supreme Court Rule 303, the notice of appeal must be filed with the clerk of the circuit court within thirty (30) days of the entry of the final judgement order appealed from.

The July 1, 2021, filed notice of appeal was filed within thirty (30) days of the issued order of June 17, 2021. Therefore, this court is properly vested with subject matter jurisdiction over this appeal.

### STATEMENT OF FACTS

On or about the 30<sup>th</sup> day of October 2012, the trial court issued the Marital Settlement Agreement, which among other things, provided; WIFE shall be awarded a one hundred (100%) interest in the marital residence and exclusive possession of the marital residence located at 3412 Stone Creek Drive, Joliet, Illinois 60435. Upon entry of judgement, WIFE shall have two (2) years to refinance the mortgage to remove the Husband's name from the loan. WIFE shall fully be responsible for the payment of the mortgage, taxes, and insurance on the property. Wife shall indemnify and hold the HUSBAND harmless for these obligations. Upon the WIFE obtaining a refinance approval, Husband shall execute a quit claim deed relinquishing any interest that he has in the property. (See R. Doc. 41; Appendix, Marital Settlement Agreement, p. a-12, para. 5 Section (e)) .....HUSBAND shall be solely responsible for all other debts and financial obligations, incurred in his own name and he shall save and hold the WIFE free, harmless, and indemnified against debts and obligations. (See R. Doc. 42; Appendix, Marital Settlement Agreement, p. a-13, Article VI. para. 3)

Prior to the 30<sup>th</sup> day of October 2012, unknown to plaintiff at the time. Illinois Department of Healthcare and Family Services caused a lien in the amount of \$92,460.84 to be placed against the property at 3412 Stone Creek Drive, Joliet Illinois 60435 due to the child support debt owed by Robert Cameron. (See R. Doc. P. 330)

On or about the 24<sup>th</sup> day of October 2016, plaintiff filed with the trial court a motion to amend child support based upon the respondent's failure to pay child support (See R. Doc 107).

On or about the 4<sup>th</sup> day of March 2019, after two consecutive changes in judges. The case was transferred to the calendar of Associate Circuit Judge, Elizabeth Dow, who is assigned to proceed over matters involving self-represented litigants (See R. Doc 212).

On or about the 18<sup>th</sup> day of June, 2020 the trial court ordered plaintiff to refinance, or with the assistance of a realtor, sell the property awarded to the plaintiff in the marital settlement agreement. (See R. Doc. 252)

Sometime prior to the 1<sup>st</sup> Day of July 2020 the plaintiff applied for and was approved for a Temporary Hardship Forbearance on loan payments owed to Select Portfolio Servicing, the mortgage servicer on the property. (See R. Doc 312-15)

On or about 18<sup>th</sup> day July 2020, plaintiff complied with the court's issued order and placed her home on the market and again attempted to refinance the property. (See R248, lines 23-24 R249, lines 1- 6; Report of Proceedings July 20, 2020).

On or about the 18<sup>th</sup> day of November 2020 a signed contract was entered with a person outside of this case to sell the house as ordered. A closing date was set for December 4, 2020.

On or about the 19th day of November 2020, a title search was conducted on the premises. This title search revealed that the above-mentioned lien in the amount of \$92,460.84 was placed against the property. (See R. Doc. 330) The plaintiff was informed by the title company that the sale of the house, scheduled for December 4,

2020, could not be completed until the lien was removed. On 11/25/2020 after being informed of this, \$92,460.84 lien and pertinent information in regard to the closing on the sale of the house an emergency hearing was requested to have the lien removed from the house.

On or about the 30<sup>th</sup> day of November 2020, an emergency hearing was conducted in regard to the lien during which time the trial court stated, "I recognize that you have attempted to do what I have asked you to do, which is to get the thing sold and get his name off the mortgage. He wants the house. I don't know that he wants it anymore because he could go figure out from the mortgage company if they are willing to let your name off. Maybe that's the way to do it. But right now -- and I am not trying to be funny. I have zero that I can assist you guys with. Your name will remain on the mortgage, sir, in violation of the Marital Settlement Agreement, and you won't be able to sell this on the 4th, also in violation of the Marital Settlement Agreement, because until somebody gets the Department of Health Care or Family Services lien off, this piece of property isn't going anywhere.....again, I wish I could help you guys, but I have no capability to do that."(See R.184; Report of Proceedings of November 30, 2020, lines 1 - 17)

Based on this lien being placed on the property the house was unable to be sold on December 4, 2020 as scheduled.

On or about the 17<sup>th</sup> day of May 2021, the trial court instructed plaintiff to obtain an attorney prior to the new continued court date of June 7, 2021. At the direction of the trial court, plaintiff retained the legal representation of attorney Thomas Papanicolas.

On June 3, 2021, plaintiff was afforded an extension of the Temporary Hardship Forbearance Plan, dated June 3, 2021, initially issued in July of 2020. The extension of the Forbearance Plan began on June 1, 2021 and ended on August 1, 2021. (See R. Doc 312-315).

On or about the 7<sup>th</sup> day of June 2021, attorney Thomas Papanicolas personally appeared before the trial court as plaintiff's retained attorney with expectations to place the trial court on formal notice of his having had filed his written appearance. Prior to the June 7, 2021, held court date, plaintiff was informed by attorney Thomas Papanicolas that her appearance in court would not be necessary based upon he would only be making his formal in person appearance before the court.

On June 7, 2021, in addition to the court acknowledging plaintiff's retained attorney having filed his written appearance the trial court conducted hearings on certain matters, which among other things, issued an order to have the previously approved Temporary Hardship Forbearance removed from the mortgage. The matters discussed at that hearing did not represent matters previously discussed between plaintiff and her hired attorney any time prior to June 7, 2021 (See R. Doc. 305 Appendix, p. a-59 ).

After the June 7, 2021 court date, plaintiff consulted with her attorney regarding the matters which occurred during the court proceedings of June 7, 2021, and plaintiff and her attorney agreed to submit a motion to reconsider the directives set forth in the issued Court Order of June 7, 2021.

On or about the 11<sup>th</sup> day of June, 2021, plaintiff's attorney filed a motion to reconsider directed toward the entered order of June 7, 2021, scheduling to be formally presented to the trial court on June 17, 2021 for the purpose of having a briefing schedule set on the motion to reconsider (See R. Doc. 306-310; Appendix, p a-60).

During the court proceedings of June 17, 2021, contrary to the customary practice of the Circuit Court of the Twelfth Judicial Circuit. The trial court did not set a briefing schedule on plaintiff's motion to reconsider the entered order of June 7, 2021 in order to afford the defendants with a certain amount of time to submit a written response and did not afford plaintiff with a certain amount of time to submit a written reply in further support of the motion to reconsider the order of June 7, 2021. The trial court merely issued an arbitrary and capricious order which failed to set forth a finding of fact and conclusion of law as its justification to deny plaintiff's motion to reconsider the entered order of June 7, 2021, and to deny the plaintiff's motion to compel the respondent to satisfy the lien. (See R. Doc 331; Appendix, p. a-87).

On or about the 28<sup>th</sup> day of June, 2021, plaintiff filed an Emergency Motion requesting of the trial court to issue a written for a Memorandum Opinion and Order directed toward the entered order of June 17, 2021 (See R.Doc.332 - 336). On or about the 30<sup>th</sup> day of June, 2021, the trial court denied the motion requesting a written memorandum opinion and order (See R.Doc. 350).

On or about the 1<sup>st</sup> day of July, 2021, plaintiff timely filed a Notice of Appeal directed towards the trial court's entered order of June 17, 2021. (See R. Doc. 351-355: Appendix, p. a-88).

## ARGUMENT

### Standard of Review

The purpose of a motion to reconsider is to bring the courts attention to newly discovered evidence which was not available at the time of the hearing, changes in the law, or errors in the court's previous application of existing law. See *Korogluyan v Chicago Title and Trust Co.*, 213 Ill. App.3d 622, 627 (1<sup>st</sup> Dist. 1991). As set forth below, there is newly discovered evidence not available at the time of the June 7, 2021, hearing and a change in circumstance following that hearing which warrant modification of the June 7, 2021, order.

Where defendant's notice of appeal was timely filed 30 days after the trial court's denial of his motion to vacate, and where the notice of appeal was filed on the same day that the court denied defendant's motion to reconsider order denying his motion to vacate, the Appellate Court had jurisdiction of the appeal. *Coronet Ins. Co. v. Jones*, App. 1 Dist. 1977, 3 Ill. Dec. 909, 45 Ill. App.3d 232, 359 N.E.2d 768.

On review, appellate court must examine not merely whether trial court's order pursuant to statute governing motions after judgment in nonjury cases represents abuse of discretion, but rather, whether regarding that order, substantial justice is being done between the parties. *In re Marriage of Sutherland*, App 2 Dist. 1993, 190 Ill.Dec.695, 251 Ill.App.3d 411, 622 N.E.2d 105.

As a decision whether to grant a motion under section 2-1301 is discretionary (*In re Haley D.*, 2011 IL 110886, para. 69, 355 Ill. Dec. 375, 959 N.E.2d 1108),

We review a circuit court's ruling on a motion under this section for an abuse of discretion (*Standard Bank and Trust Co. v Madonia*, 2011 IL App (1<sup>st</sup>) 103516 p. 8, 357 Ill Dec. 755, 964 N.E.2d 118). An abuse of discretion occurs when the circuit court "acts arbitrarily without the employment of conscientious judgement or if its decision exceeds the bounds of reason and ignores principles of law such that substantial prejudice has resulted." *Aurora Loan Services, LLC, v. Kmiecik*, 2013 IL App (1<sup>st</sup>) 121700, Para. 26, 372 Ill. Dec. 586, 992 N.E.2d 125 (quoting *Marren Builders, Inc v Lampert*, 307 Ill.App. 3d 937, 941, 241 Ill.Dec. 256 719 N.E.2d 117 (1999)).

When analyzing a substantive due process claim involving executive action is to determine whether a fundamental right is involved. *Christensen v. County of Boone*, 483 F.3d 454, 461-462 (7<sup>th</sup> Cir. 2007); cf. *Daniels v. Williams*, 474 U.S. 327, 331, 106 S. Ct. 662, 665, 88 L. Ed.2d 662, 668 (1986) (Historically, this guarantee of due process has been applied to deliberate decisions of government officials to deprive a person of "life, liberty, or property" (emphasis in original)).

I

**The trial court abused its discretion when it deprived affording plaintiff's combine motion to reconsider the entered order of June 7, 2021 pursuant to 735 ILCS 5/2-1203 and motion to compel with the customary motion practice procedure which interfered with her fundamental right to protect her property interest.**

A. **The Trial Court Withheld the Provision of Minimal Procedural Due Process During The Adjudication on the Motion to Reconsider the Order Entered on June 7, 2021, And The Motion to Compel.**

"The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner." *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976). Although the Supreme Court has warned that due process "is not a technical conception with a fixed content unrelated to time, place, and circumstances," and instead is adapted as a particular situation demands, it hardly can be said that due process requires *no* procedural or substantive protections in a particular situation. *See id.* at 334. Instead, the Supreme Court "consistently has held that some form of hearing is required before an individual is finally deprived of a property interest." *Id.* When the trial court deprived petitioner, Artesia Cameron, filed motion to reconsider the entered order of June 7, 2021 (*See* R. Doc. 306-310; Appendix, p. a-60) of the customary briefing schedule it never afforded her an opportunity to be completely heard, thereby denying her the basic procedural protections required by the constitution. *See id.* If this court affirms the trial court's decision plaintiff will be left completely unable to make any argument in

defense of her property. This court should not allow the trial court's decision of June 17, 202, to stand.

The deprivation of setting a briefing schedule on plaintiffs' motion to reconsider (R. Doc. 306-310; Appendix p. a-60) as customarily practiced by the Circuit Court of the Twelfth Judicial Circuit Will County Illinois is contrary to the Constitution because it neglected to adequately afford plaintiff with an opportunity to contest the attempted seizure of her property. This court should therefore reverse the trial court's decision of June 17, 2021 and remand this case back to the trial court with direction that the parties be restored to their former positions prior to June 7, 2021, and that the proceedings be started anew.

When a plaintiff alleges a deprivation of property in a due process case, the threshold question is whether the state has interfered with a protected property interest. *Buttitta v. City of Chicago*, 9 F.3d 1198, 1201 (7th Cir. 1993). Protected property interests are not created by the Constitution and instead "are created and their dimensions are defined by existing rules or understandings that stem from an independent source such as state law." *Bd. of Regents of State Colleges v. Roth*, 408 U.S. 564, 577 (1972). The law is clear that individuals have a protected property interest in their money. *See id.* at 571-72. The trial court therefore incorrectly determined in its issued orders of June 7, 2021 and June 17, 2021 that plaintiff did not have a property interest in her real property known as 3412 Stone Creek Drive in the Municipality of Joliet Illinois, Will County via Marital Settlement Agreement Article IV Section (e). The defendant, Robert Cameron, interference with that interest by causing a lien to be placed on that property,

unknowing to plaintiff, deprived plaintiff of exclusive rights to her property pursuant to the Marital Settlement Agreement Article IV Section e. (See R. Doc. 41; Appendix, Marital Settlement Agreement, p. a-12, para. 5 Section (e))

Following the threshold inquiry of whether a protected property interest exists, a court must determine “whether the procedures attendant upon that deprivation were constitutionally sufficient.” *Ky. Dep’t of Corr. v. Thompson*, 490 U.S. 454, 460 (1989). The Supreme Court established three factors to consider in determining whether the procedures attendant upon a deprivation are constitutionally sufficient: (1) “the private interest that will be affected by the official action;” (2) “the risk of an erroneous deprivation of such interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards;” and (3) “the Government’s interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail.” *Mathews*, 424 U.S. at 335. As a threshold matter, several courts have held that due process is not satisfied when the government does not provide an individual *any* opportunity to test the factual bases of a deprivation. *See Stypmann v. City and Co. of San Francisco*, 557 F.2d 1338, 1344 (9th Cir. 1977); *Johnson v. City of Evanston*, 250 F.3d 560, 563 (7th Cir. 2001); *Allison v. City of Bridgeport*, 2006 WL 1599811 at \*4 (S.D. Ill. June 8, 2006). This inquiry was performed by those courts before considering any of the three *Mathews* factors. *See id.*

Under the second *Mathews* factor, courts must determine whether the government’s established procedure create the risk that it will erroneously deprive individuals of

protected interests and whether any additional procedures would eliminate that risk. *See* 424 U.S. at 335. When the government provides no pre-deprivation hearing or process, it is far more likely to erroneously deprive an individual of a protected property interest, so the government must therefore provide reasonable post-deprivation procedures under the Second *Mathews* factor to reduce the risk of erroneous deprivation. *Allen v. Leis*, 213 F. Supp. 2d 819 833-34 (S.D. Ohio 2002). Additionally, the process provided must be more than an informal, ad hoc, unpredictable process because such process is illusory at best and does not provide individuals with a meaningful opportunity to be heard or raise any defenses. *See Wayt v. Town of Crothersville*, 866 F. Supp. 2d 1008, 1022 (S.D. Ind. 2012); *see also Lindsey v. Normet*, 405 U.S. 56, 66 (1972) (holding that due process requires that there be an opportunity to present every available defense). In contrast, when pre-deprivation procedures are administrative and have little risk of erroneous deprivation and there are available post-deprivation procedures to test the bases for the initial deprivation, the government does not need to supply additional pre-deprivation procedures to satisfy due process. *See Slade v. Hampton Roads Reg'l Jail*, 407 F.3d 243, 253-54 (5th Cir. 2005); *Sickles v. Campbell County*, 501 F.3d 726, 730-31 (6th Cir. 2007).

When there is an extreme risk that the government will erroneously deprive an individual of a property interest and the government would incur only minimal burdens by providing additional procedures, the government must do so to satisfy due process. *See Allen I*, 213 F. Supp. 2d at 833-34. In *Allen I*, the defendant County adopted a policy requiring any person confined in the county jail to pay a \$30 “book in fee” to

help defray a portion of the booking cost. *Id.* at 820. Every detainee was forced to pay the fee with whatever amount of funds the detainee had on his or her person, up to the \$30 limit. *Id.* at 832. The County did not afford detainees any chance to contest the fee, either pre-or post-deprivation. *Id.* The county also imposed the fee regardless of the crime committed or whether the arrestee was innocent, a first-time arrestee or a multiple felon. *Id.* In assessing the second *Mathews* factor, the court noted that the risk of erroneous deprivation was “extreme” because the deprivation occurred before any kind of hearing. *Id.* at 833. The court also determined that the defendant could easily assess the fee after a conviction or guilty plea and that doing so would reduce the risk of erroneous deprivation. *Id.*

Similarly, when there is a 100 percent risk that the government's established procedures can erroneously deprive an individual of a property interest the government must provide additional procedures to satisfy due process. *Roehl v. City of Naperville*, 857. F. Supp. 2d. 707, 717 (N.D. Ill. 2012). In *Roehl*, the defendant city enacted an ordinance allowing the city to charge a \$50 fee to any person arrested by city police. *Id.* at 709. The ordinance did not establish any procedures allowing an arrestee to contest the fee or seek reimbursement. *Id.* In 2011, after the plaintiff filed suit, the city subsequently repealed its original ordinance and enacted a modified ordinance which including a procedure for collecting the fee from an arrestee who does not have money to pay the fee at the time of arrest and a hearing and appeal procedure to contest the fee. *Id.* at 710. In assessing the second *Mathews* factor, the court noted that there was a “100 percent chance” that the city would erroneously

deprive someone who should not have paid the fee under the old ordinance because there were no procedural safeguards which would allow arrestees to contest the fee. *Id.* at 716. The court also concluded that although no pre-deprivation hearing is required under *Mathews* because of the small private interest at stake, a post-deprivation procedure was required to reduce the risk of erroneous deprivation. *Id.* at 716-1

If a government's established procedures are informal or unpredictable, the process is illusory at best and does not meet the requirements of due process. *Wayt*, 866 F. Supp. 2d at 1022. In *Wayt*, a utilities customer had her water disconnected after being sent a delinquent card by the utility company. *Id.* at 1021. Under the company's procedures, a customer could contest the decision to disconnect her water supply by making a phone call to a designated employee. *Id.*

The company's employee had sole discretion to determine whether to then allow that customer's complaint to be placed on the agenda of town council meetings. *Id.* At those meetings, it was the town's attorney who decided whether to hear the complaint. *Id.* In assessing the second *Mathews* factor, the court determined that the customer was not offered a meaningful opportunity to be heard. *Id.* at 1022. Because the company's appeal process was informal, ad hoc, and unpredictable, the court concluded that the process did not meet due process standards and denied the defendant's motion for summary judgment. *Id.*

In this present case, contrary to the customary practices related to an attorney's initial appearance before the court. The **record** shows that On June 7, 2021, during the physical absence of plaintiff. The trial court arbitrarily conducted a full hearing on various matters wholly unrelated to the reasons why plaintiff's recent contracted attorney was appearing before the trial court for the very first time.

Furthermore, the **record** shows that on June 17, 2021, contrary to the well-settled customary motion practice of the Circuit Court of the Twelfth Judicial Circuit. The trial court summarily denied plaintiff's combined unopposed motion to reconsider and motion to compel without setting the required briefing schedule to afford the defendant with an opportunity to submit a written response in opposition and to afford plaintiff an opportunity to submit a written reply in further support of her respective motions. The trial court further neglected to set a oral argument hearing date on plaintiff's combined motions and neglected to issue a written memorandum opinion and order setting forth the finding of facts and conclusion of law as its justification for denying the plaintiff's combined unopposed motion to reconsider and motion to compel. This entered court order of June 17, 2021 denied plaintiff of her right to defend her interest in the property at 3412 Stone Creek Drive, Joliet, as awarded to her by the marital settlement agreement entered by the divorce court on October 30, 2012.

The customary practice governing motion practice involves the setting of a briefing schedule allowing the non-movant a certain amount of time to submit a written response and allowing the movant a certain amount of time to file a written reply in further support of their motion, and then schedule a future hearing date to allow the

respective parties an opportunity to provide further support for their respective positions. The trial court, for reasons known only to the trial court, did not set a briefing schedule allowing the non-movant time to submit a written response. The non-movant did not file a written response and the movant was not allowed to submit any additional information to support the motion pursuant to protecting her property interest. During the initial presentation of the combined motion to reconsider the issued order of June 7, 2021 and the motion to compel the respondent to satisfy the HSF lien. The trial court (in the person of Associate Circuit Judge Elizabeth Dow) summarily issued an order denying both unopposed motions and imposed additional improper orders derived solely from issues that were set to be addressed upon presenting the combined unopposed motion to reconsider the June 7, 2021, order, and the unopposed motion to compel the respondent to satisfy the HSF lien. (See R. Doc 331; Appendix a-87)

The June 17, 2021, "in open court" issued order denied plaintiff of her right to be fully heard in attempt to protect the seizure of her property at 3412 Stone Creek Drive Joliet Illinois. The deprivation of setting a briefing schedule on plaintiffs' motion to reconsider (See R. Doc. 306-310; Appendix p. a-60) as customarily practiced by the Circuit Court of the Twelfth Judicial Circuit Will County, Illinois is contrary to the Constitution because it failed to adequately afford plaintiff with an opportunity to contest the attempted seizure of her property. If the entered order is allowed to stand then the risk of the plaintiff being erroneously deprived of protective property interest would be substantial.

1. The Failure On The Part Of The Trial Court To Set A Briefing Schedule On The Motion To Reconsider Prevented Relevant And Pertinent Information From Being Reviewed and Considered

As this Court knows, or reasonably should know the purpose of a motion to reconsider is to seek to obtain a order vacating a previously entered decision and/or judgment to enable to afford the movant party with an opportunity either to present overlooked information, or to present newly discovered information which had not been presented to the trial court for analysis and consideration during the pendency of the underlining matter, and to allow the movant to show that had the overlooked information or/or unavailable information been presented to the court, in the first instance, the outcome addressing the merit of the motion would have produced a fundamentally different result.

The documentary evidence in the **record** shows that prior to the June 7, 2021 proceedings plaintiff had complied with the courts directive to obtain legal counsel in order to have her interest properly presented to the court (*See* R. Doc. 303). The documentary evidence in the **record** shows that on the date of plaintiff's contracted attorney making his initial formal appearance before the court on behalf of the plaintiff. Rather than the trial court affording plaintiff's attorney a certain quantity of time to thoroughly consult with the plaintiff to ascertain specific information, documentation and instructions in order to adequately represent plaintiff's interest in said property. The trial court merely dictated instructions to plaintiff's attorney favorable to the interest of

the respondent (*See* Appendix, Report of Proceedings for June 7, 2021, p. a- 22 line 14- p. a-26 line 14), thereby interfering with and depriving plaintiff of being able to adequately advise her contracted attorney about the relevant and pertinent information needing to be presented before the court to protect her interest in said property, as detailed in the Marital Settlement Agreement (*See* R. Doc. 41; Appendix, Marital Settlement Agreement, p. a-12, para. 5 Section (e)).

The documentary evidence in the **record** shows that on the June 17, 2021, date when the motion to reconsider the entered order of June 7, 2021 was being formally presented to the court. Rather than granting the request of plaintiff's attorney (*See* Appendix, Report of Proceedings for June 17, 2021, p. a-72 lines 1 - 24), and rather than setting a briefing schedule on the motion to reconsider, as customarily practiced by the Circuit Court of the Twelfth Judicial Circuit. The trial court summarily denied the motion to reconsider, without explanation (*See* R.Doc. 331 Appendix p. a-87 ), thereby depriving plaintiff, as well as depriving respondent of being afforded the minimal procedural due process associated with the customary motion practice procedure of the Circuit Court of the Twelfth Judicial Circuit.

Surely, this court will agree that the trial court was required to provide the necessary minimal procedural due process of the trial court's motion practice procedures to ensure that all relevant pertinent information was presented by both parties to the trial court for review and consideration prior to the trial court making its final determination on the

merit of the June 11, 2021 submitted motion to reconsider the entered order of June 7, 2021.

Surely, this Court will agree that had the trial court strictly abided by the Circuit Court of the Twelfth Judicial Circuit's adopted customary motion practice procedures during the proceedings of June 17, 2021, by setting a briefing schedule to allow all relevant and pertinent information to be presented for review and consideration, as it was required to do, which it did not do. Then, the outcome of the proceedings of June 17, 2021 would have been completely different, and plaintiff would have been afforded an opportunity to have a meaning hearing in a meaningful manner in order to protect her interest in said property, as set forth in the Martial Settlement Agreement (*See* R.Doc. 41; Appendix, Martial Settlement Agreement, p. a-12, para. 5, Section (e)).

B. The Trial Court's Deprivation Of Minimal Procedural Due Process Caused Plaintiff To Be Deprived Of Her Fundamental Right Under The Forbearance Plan

In the matter of Bigelow Group, Inc. v. Rickert, 377 Ill.App. 3d 165, 179-80, 315 Ill.Dec. 842, 877 N.E. 2d 1171 (2007), the court held that, for substantive due process claim it is necessary for plaintiff to plead facts showing both a constitutionally protected interest and conduct by a governmental actor that shocks the conscience. We begin with the recognition that plaintiff is challenging executive rather than legislative action, and the standard for reviewing executive acts is different from that we apply when considering whether a legislative enactment violates substantive due process. See Bigelow Group, Inc. v. Rickert, 377 Ill. App. 3d 165, 179-80, 315 Ill. Dec. 842, N/E.2d 1171 (2007).

In addition to the impropriety of the trial court not affording plaintiff with a meaningful time and a meaningful manner to have a full hearing on the combined motion to reconsider the entered order of June 7, 2021 and the motion to compel as described above (*See* Argument IA1). The trial court further directed plaintiff's attorney to cause Select Portfolio Services, Inc.'s June 3, 2021 awarded **Forbearance Plan** to be removed from the property (*See* R.Doc. 305; *and see* Appendix, Report of Proceedings for June 7, 2021, p. a- 51 lines 11 - 14) The **Forbearance Plan** afforded plaintiff with the fundamental right to delay mortgage payments relief due to temporary hardship caused by the Covid 19 disaster (*See* R. Doc. 312-315). The trial court equally ordered plaintiff to make unwarranted mortgage payments contrary to Select Portfolio Servicing's payment schedule and required mortgage payment amount. (*See* R. Doc.305 and see Appendix, Report of Proceedings for June 7, 2021, p. a-51 lines 11-4). This improper act on the part of the trial court caused plaintiff to have to quit claim the property to the respondent (*See* R. Doc. 331; Appendix p. a-87) thereby causing plaintiff to lose her interest in the property as awarded to her in the dissolution of marriage contract established under the marital settlement agreement (*See* R. Doc 41, Appendix p. a-12 para. 5 section (e )).

Surely, this court will agree that "fundamental right" is not synonymous with "constitutional right." Indeed, if the challenged conduct implicates an explicit constitutional right, it would be proper to assess the conduct with reference to that provision. *See Graham*, 490 U. S. at 395, 109 S. Ct. at 1871, 104 L. Ed. 2d at 454-55. Further, the claimed right need not to be derived from some source of positive law.

Thus, in *Rochin v. California*, 342 U. S. 165, 169, 72 S.Ct. 205, 208, 96 L. Ed. 183, 188(1952), the Supreme Court held that substantive due process protected that which is "implicit in the concept of ordered liberty" rather than that which is expressed in statutory or case law. Indeed, the passage in *Rochin* from which the quotation in the previous sentence is taken provides much insight into the nature of a fundamental right:

If a fundamental right exists, the next step is to determine whether executive action infringing upon that right is so egregious as to shock the conscience. It must be remembered that "only the most egregious official conduct" offends substantive due process. *County of Sacramento v. Lewis*, 523 U.S. 833, 846, 118 S.Ct. 1708, 1716, 140 L.Ed.2d 1043, 1057 (1998). The fourteenth amendment's due process clause "was intended to prevent the government from abusing [its] power or employing it as an instrument of oppression." *DeShaney v. Winnebago County Department of Social Services*, 489 U.S. 189, 196, 109 S. Ct. 998, 1003, 103 L.Ed.2d 249, 259 (1989), quoting *Davidson v. Cannon*, 474 U.S. 344, 348. 106 S.Ct. 668, 670, 88 L.Ed.2d 677, 682 (1986).

The documentary evidence set forth in the record establishes a deprivation of a specific property or liberty interest and shows that the government official's (in this case, Associate Circuit Judge Elizabeth Dow) conduct shocks the conscience. The documentary evidence set forth in the record demonstrated the denial of a property interest which was protected absolutely by the Marital Settlement Agreement (See R. Doc.41 Appendix, p. a-12 para 5 section (e)).

### CONCLUSION

The property interest being deprived is fundamental under the Constitution and the trial court's actions is entirely outside the ambit of substantive process. Plaintiffs right to sole possession of the property, as detailed in the Marital Settlement Agreement, is fundamental.

Considering the facts and laws stated above, plaintiff, Artesia Cameron, respectfully urges the Court to grant this appeal and reverse the decision of June 17, 2021, and remand this matter back to the trial court with direction that the parties be restored to their positions prior to the 7<sup>th</sup> day of June, 2021, and that the proceedings from that point be started anew.

Respectfully submitted

By /s/ Artesia Cameron

Plaintiff-Appellant, Self-Represented

Artesia Cameron  
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3412 Stone Creek Drive  
Municipality of Joliet, Will County  
Republic of Illinois 60435  
(815) 585-6939

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IN THE  
SUPREME COURT OF ILLINOIS

**ARTESIA CAMERON**

Petitioner, Self-Represented,

-vs-

**ROBERT CAMERON**

Defendant-Respondent.

) On Petition for Leave to Appeal From  
 ) Third District Appellate Court  
 )  
 ) Appeal No. 3-21-0288  
 )  
 ) Circuit Court of the Twelfth Judicial  
 ) Circuit, Will County, Illinois  
 ) Case No. 12D716/12F453  
 ) Elizabeth Dow  
 ) Associate Circuit Judge  
 ) Rendering Decisions to Be Reviewed

Third District Appellant Court Justices  
William E. Holdridge, Joseph P. Hettel and Lance R. Peterson  
Served as the Reviewing Panel

**PETITION FOR LEAVE TO APPEAL FOR PETITIONER ARTESIA CAMERON**

Artesia Cameron  
Self-Represented Plaintiff-Petitioner  
In Care of : 3412 Stone Creek Dr  
Municipality of Joliet/Will County  
Republic of Illinois [60435]  
(815) 585- 6939

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**Illinois Supreme Court Rule 315 Statement  
Prayer For Leave To Appeal**

Leave To Appeal Is Necessary For Two Reasons:

1. *First*, the Clerk of the Appellate Court for the Third District ignored holding the respondent bond to comply with the mandatory procedural requirements of Illinois Supreme Court Rule 341(j) requiring the respondent to file a response brief to demonstrate that the circuit court's decision complied with the governing laws relevant to the issue concerning the circuit court's abuse of discretion when it deprived affording plaintiff's combined motion to reconsider the entered order of June 7, 2021, pursuant to 735ILCS 5/2-1203 and the motion to compel with the customary motion practice proceeding which interfered with petitioner's fundamental right to protect her property interest in prejudice to petitioner which warrant leave to appeal. And despite the failure on the part of the Clerk of the Appeals Court to address the responsibility on the part of the respondent to show just cause for the circuit court's decision of June 17, 2021 disregard toward petitioner's right to enforce the terms and conditions of the Marital Settlement Agreement, which among other things, provided: WIFE shall be awarded a one hundred (100%) interest in the marital residence and exclusive possession of the marital residence located at 3412 Stone Creek Dr, Joliet, Illinois 60435. Upon entry of judgement, Wife shall have two (2) years to refinance the mortgage to remove the Husband's name from the loan. WIFE shall be fully responsible for the payment of the mortgage, taxes and insurance on the property. Wife shall indemnify and hold the HUSBAND harmless for these obligations. Upon the WIFE obtaining a refinance approval, Husband shall execute a quit claim deed relinquishing any interest that he has in the property. (See attached Appendix; Petitioners Opening Brief's Appendix Marital Settlement Agreement, p. a-12 para 5 Section (c).....HUSBAND shall be solely responsible for

all other debts and financial obligations, incurred in his own name and shall save and hold the WIFE free, harmless, and indemnified against debts and obligations. (See Attached Appendix; Petitioners Opening Brief Appendix, Marital Settlement Agreement, p. a13, Article VI. para 3).

2. Second, the Clerk of the Appellate Court's March 30, 2023 issued order, which summarily denied the Petition for Rehearing En Banc, without explanation, completely ignored the argument presented in the petition for rehearing *en banc* and neglected to point out how the bases used for seeking rehearing *en banc* did not meet any of the criteria for being considered, as well as ignored numerous decisions of the United States Supreme Court as if they were of no precedential value, and ignored acknowledging numerous US District Court decisions such as Matthews v. Eldridge, 424 U. S. 319, 333 (1976); Butitta v. City of Chicago, 9 F.3d 1198, 1201 (7<sup>th</sup> Cir. 1993); Bd. of Regents of State Colleges v. Roth, 408 U.S. 564 577 (1972); Ky. Sept of Corr. v. Thompson, 490 U.S. 454, 460 (1989); Stypmann v. City and Co. of San Francisco, 557 F.2d 1338, 1344 (9<sup>th</sup> Cir. 19770; Johnson v. City of Evanston, 250 F.3d 560, 563 (7<sup>th</sup> Cir. 2001); Allison v. City of Bridgeport, 2006 WL 1599811 at \*4 (S. D. Ill. June 8, 2006); Allen v. Leis, 213 F. Supp. 2d 819 833-34 (S.D. Ohio 2002); Wayt v. Town of Crothersville, 866 F. Supp. 2d 1008, 1022 (S.D. Ind. 2012), see also Lindsey v. Normet, 405 U.S 56, 66 (1972); Slade v. Hampton Roads Reg'l Jail, 407 F. 3d 243, 253-54 (5<sup>th</sup> Cir. 2005); Sickles v. Campbell County, 501 F.3d 730-31 (6<sup>th</sup> Cir 2007); Allen I 213F. Supp. 2d at 833-34; Roehl v. City of Naperville, 857 F. Supp. 2d, 707, 717(N.D. Ill. 2012. The panel's February 2, 2023 issued four (4) page summary order completely ignored petitioner Cameron's claim of the deprivation of her right to procedural due process of law and substantive due process of law to protect her property interest under the Marital Settlement Agreement Article IV Section (e) and the Forbearance Plan. Therefore, leave to appeal is warranted.

## Reasons For Need to Appeal Should Be Granted

### I. Introduction

This petition presents a narrow question with significant consequences. The panel's opinion shows that contrary to the holding in *Korogluyan v. Chicago Title and Trust Co.*, 213 Ill. App.3d 622, 627 (1<sup>st</sup> Dist. 1991), the purpose of a motion to reconsider is to bring the court's attention to newly discovered evidence which was not available at the time of the hearing changes in the law or error in the circuit court application of existing law. Contrary to the panel's opinion claiming that petitioner failed to cite any authority which indicates that a briefing schedule is a prerequisite for the circuit court to rule on a motion to reconsider or a motion to compel it has been a long standing customary practice of the circuit court to afford the adverse party with an opportunity to submit a response in opposition to a moving parties motion in order to establish that the moving parties motion is not warranted either in fact or in law. Petitioner Cameron's appeal from the circuit court's June 17, 2021, decision which denied petitioner Cameron's unopposed 735 ILCS motion to reconsider and motion to compel.

On appeal before the Third District Appellant Court, petitioner Cameron raised the issue, "Whether the trial court abused its discretion when it deprived affording plaintiff's combined motion to reconsider the entered order of June 7, 2021 pursuant to 735 ILCS 5/2-1203 and the motion to compel with the customary practice and procedure which interfered with her fundamental right to protect her property interest". Specifically, petitioner Cameron argued,

- A. The trial court withheld the provision of minimal procedural due process during the adjudication on the motion to reconsider the entered order of June 7, 2021, and the motion to compel.
1. The failure on the part of the trial court to set a briefing schedule on the motion to reconsider prevented relevant and pertinent information from being reviewed and considered

B. The trial court's deprivation of minimal procedural Due Process caused plaintiff to be deprived of her fundamental right under the forbearance plan.

While respondent Cameron did not file an appellee's brief in this case, much like he failed to file a response in opposition against petitioner Cameron's combined motion to reconsider and motion to compel. The panel somehow determined it would consider petitioner Cameron's arguments as simple and that the claim errors are such that the court of appeals of the third district could decide petitioner Cameron's argument without the aid of an appellee's brief citing First Capitol Mortgage Corp. v. Talandis Construction Corp., 63 Ill. 2d. 133 (1976). However, petitioner Cameron could not find any well-settled Illinois case laws showing that it has never been the customary practice to affirm an unexplained decision in favor of an adverse party who had waived and/or forfeited its right to raise any argument on the appeal level which it failed to argue in opposition against during the underlying proceedings when a respondent neglected to raise pleadings in opposition against a moving party's motion to reconsider presented to the circuit court.

In addition to the evasion on the part of the third district appellant court's panel to make a determination on whether respondent Cameron had waived and/or forfeited his right to raise a counter issue on appeal, which respondent Cameron chose not to raise before the circuit court to play any role in the circuit court's unexplained decision that denied petitioner Cameron's unopposed combined motion to reconsider and motion to compel. The panel equally seem to evade ruling on questions of evidence as presented in petitioner's opening brief and re-emphasized in the petition for rehearing, while making decisions to summarily affirm the circuit court's decision to deny the combined motion to reconsider and motion to compel, without explanation, thereby seemingly having had deprived the record of containing accurate, complete

### STATEMENT OF FACTS

On or about the 30<sup>th</sup> day of October 2012, the trial court issued the Marital Settlement Agreement, which among other things, provided; WIFE shall be awarded a one hundred (100%) interest in the marital residence and exclusive possession of the marital residence located at 3412 Stone Creek Drive, Joliet, Illinois 60435. Upon entry of judgement, WIFE shall have two (2) years to refinance the mortgage to remove the Husband's name from the loan. WIFE shall fully be responsible for the payment of the mortgage, taxes, and insurance on the property. Wife shall indemnify and hold the HUSBAND harmless for these obligations. Upon the WIFE obtaining a refinance approval, Husband shall execute a quit claim deed relinquishing any interest that he has in the property. (See R. Doc. 41; Appendix, Marital Settlement Agreement, p. a-12, para. 5 Section (e)) .....HUSBAND shall be solely responsible for all other debts and financial obligations, incurred in his own name and he shall save and hold the WIFE free, harmless, and indemnified against debts and obligations. (See R. Doc. 42; Appendix, Marital Settlement Agreement, p. a-13, Article VI. para. 3)

Prior to the 30<sup>th</sup> day of October 2012, unknown to plaintiff at the time. Illinois Department of Healthcare and Family Services caused a lien in the amount of \$92,460.84 to be placed against the property at 3412 Stone Creek Drive, Joliet Illinois 60435 due to the child support debt owed by Robert Cameron. (See R. Doc. P. 330)

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On or about the 24<sup>th</sup> day of October 2016, plaintiff filed with the trial court a motion to amend child support based upon the respondent's failure to pay child support (See R. Doc 107).

On or about the 4<sup>th</sup> day of March 2019, after two consecutive changes in judges. The case was transferred to the calendar of Associate Circuit Judge, Elizabeth Dow, who is assigned to proceed over matters involving self-represented litigants (See R. Doc 212).

On or about the 18<sup>th</sup> day of June, 2020 the trial court ordered plaintiff to refinance, or with the assistance of a realtor, sell the property awarded to the plaintiff in the marital settlement agreement. (See R. Doc. 252)

Sometime prior to the 1<sup>st</sup> Day of July 2020 the plaintiff applied for and was approved for a Temporary Hardship Forbearance on loan payments owed to Select Portfolio Servicing, the mortgage servicer on the property. (See R. Doc 312-15)

On or about 18<sup>th</sup> day July 2020, plaintiff complied with the court's issued order and placed her home on the market and again attempted to refinance the property. (See R248, lines 23-24 R249, lines 1- 6; Report of Proceedings July 20, 2020).

On or about the 18<sup>th</sup> day of November 2020 a signed contract was entered with a person outside of this case to sell the house as ordered. A closing date was set for December 4, 2020.

On or about the 19th day of November 2020, a title search was conducted on the premises. This title search revealed that the above-mentioned lien in the amount of \$92,460.84 was placed against the property. (See R. Doc. 330) The plaintiff was informed by the title company that the sale of the house, scheduled for December 4,

2020, could not be completed until the lien was removed. On 11/25/2020 after being informed of this, \$92,460.84 lien and pertinent information in regard to the closing on the sale of the house an emergency hearing was requested to have the lien removed from the house.

On or about the 30<sup>th</sup> day of November 2020, an emergency hearing was conducted in regard to the lien during which time the trial court stated, "I recognize that you have attempted to do what I have asked you to do, which is to get the thing sold and get his name off the mortgage. He wants the house. I don't know that he wants it anymore because he could go figure out from the mortgage company if they are willing to let your name off. Maybe that's the way to do it. But right now -- and I am not trying to be funny. I have zero that I can assist you guys with. Your name will remain on the mortgage, sir, in violation of the Marital Settlement Agreement, and you won't be able to sell this on the 4th, also in violation of the Marital Settlement Agreement, because until somebody gets the Department of Health Care or Family Services lien off, this piece of property isn't going anywhere.....again, I wish I could help you guys, but I have no capability to do that." (See R. i 84; Report of Proceedings of November 30, 2020, lines 1 - 17)

Based on this lien being placed on the property the house was unable to be sold on December 4, 2020 as scheduled.

On or about the 17<sup>th</sup> day of May 2021, the trial court instructed plaintiff to obtain an attorney prior to the new continued court date of June 7, 2021. At the direction of the trial court, plaintiff retained the legal representation of attorney Thomas Papanicolas.

On June 3, 2021, plaintiff was afforded an extension of the Temporary Hardship Forbearance Plan, dated June 3, 2021, initially issued in July of 2020. The extension of the Forbearance Plan began on June 1, 2021 and ended on August 1, 2021. (See R. Doc 312-315).

On or about the 7<sup>th</sup> day of June 2021, attorney Thomas Papanicolas personally appeared before the trial court as plaintiff's retained attorney with expectations to place the trial court on formal notice of his having had filed his written appearance. Prior to the June 7, 2021, held court date, plaintiff was informed by attorney Thomas Papanicolas that her appearance in court would not be necessary based upon he would only be making his formal in person appearance before the court.

On June 7, 2021, in addition to the court acknowledging plaintiff's retained attorney having filed his written appearance the trial court conducted hearings on certain matters, which among other things, issued an order to have the previously approved Temporary Hardship Forbearance removed from the mortgage. The matters discussed at that hearing did not represent matters previously discussed between plaintiff and her hired attorney any time prior to June 7, 2021 (See R. Doc. 305 Appendix, p. a-59 ).

After the June 7, 2021 court date, plaintiff consulted with her attorney regarding the matters which occurred during the court proceedings of June 7, 2021, and plaintiff and her attorney agreed to submit a motion to reconsider the directives set forth in the issued Court Order of June 7, 2021.

On or about the 11<sup>th</sup> day of June, 2021, plaintiff's attorney filed a motion to reconsider directed toward the entered order of June 7, 2021, scheduling to be formally presented to the trial court on June 17, 2021 for the purpose of having a briefing schedule set on the motion to reconsider (See R. Doc. 306-310; Appendix, p a-60).

During the court proceedings of June 17, 2021, contrary to the customary practice of the Circuit Court of the Twelfth Judicial Circuit. The trial court did not set a briefing schedule on plaintiff's motion to reconsider the entered order of June 7, 2021 in order to afford the defendants with a certain amount of time to submit a written response and did not afford plaintiff with a certain amount of time to submit a written reply in further support of the motion to reconsider the order of June 7, 2021. The trial court merely issued an arbitrary and capricious order which failed to set forth a finding of fact and conclusion of law as its justification to deny plaintiff's motion to reconsider the entered order of June 7, 2021, and to deny the plaintiff's motion to compel the respondent to satisfy the lien. (See R. Doc 331; Appendix, p. a-87).

On or about the 28<sup>th</sup> day of June, 2021, plaintiff filed an Emergency Motion requesting of the trial court to issue a written for a Memorandum Opinion and Order directed toward the entered order of June 17, 2021 (See R.Doc.332 - 336). On or about the 30<sup>th</sup> day of June, 2021, the trial court denied the motion requesting a written memorandum opinion and order (See R.Doc. 350).

On or about the 1<sup>st</sup> day of July, 2021, plaintiff timely filed a Notice of Appeal directed towards the trial court's entered order of June 17, 2021. (See R. Doc. 351-355; Appendix, p. a-88).

## ARGUMENT

### Standard of Review

The purpose of a motion to reconsider is to bring the courts attention to newly discovered evidence which was not available at the time of the hearing, changes in the law, or errors in the court's previous application of existing law. See *Korogluyan v Chicago Title and Trust Co.*, 213 Ill. App.3d 622, 627 (1<sup>st</sup> Dist. 1991). As set forth below, there is newly discovered evidence not available at the time of the June 7, 2021, hearing and a change in circumstance following that hearing which warrant modification of the June 7, 2021, order.

Where defendant's notice of appeal was timely filed 30 days after the trial court's denial of his motion to vacate, and where the notice of appeal was filed on the same day that the court denied defendant's motion to reconsider order denying his motion to vacate, the Appellate Court had jurisdiction of the appeal. *Coronet Ins. Co. v. Jones*, App. 1 Dist. 1977, 3 Ill. Dec. 909, 45 Ill. App.3d 232, 359 N.E.2d 768.

On review, appellate court must examine not merely whether trial court's order pursuant to statute governing motions after judgment in nonjury cases represents abuse of discretion, but rather, whether regarding that order, substantial justice is being done between the parties. *In re Marriage of Sutherland*, App 2 Dist. 1993, 190 Ill.Dec.695, 251 Ill.App.3d 411, 622 N.E.2d 105.

As a decision whether to grant a motion under section 2-1301 is discretionary (*In re Haley D.*, 2011 IL 110886, para. 69, 355 Ill. Dec. 375, 959 N.E.2d 1108),

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We review a circuit court's ruling on a motion under this section for an abuse of discretion (*Standard Bank and Trust Co. v Madonia*, 2011 IL App (1<sup>st</sup>) 103516 p. 8, 357 Ill Dec. 755, 964 N.E.2d 118). An abuse of discretion occurs when the circuit court "acts arbitrarily without the employment of conscientious judgement or if its decision exceeds the bounds of reason and ignores principles of law such that substantial prejudice has resulted." *Aurora Loan Services, LLC, v. Kmiecik*, 2013 IL App (1<sup>st</sup>) 121700. Para. 26, 372 Ill. Dec. 586, 992 N.E.2d 125 (quoting *Marren Builders, Inc v Lampert*, 307 Ill.App. 3d 937, 941, 241 Ill.Dec. 256 719 N.E.2d 117 (1999)).

When analyzing a substantive due process claim involving executive action is to determine whether a fundamental right is involved. *Christensen v. County of Boone*, 483 F.3d 454, 461-462 (7<sup>th</sup> Cir. 2007); cf. *Daniels v. Williams*, 474 U.S. 327, 331, 106 S. Ct. 662, 665, 88 L. Ed.2d 662, 668 (1986) (Historically, this guarantee of due process has been applied to deliberate decisions of government officials to deprive a person of "life, liberty, or property" (emphasis in original)).

The trial court abused its discretion when it deprived affording plaintiff's combine motion to reconsider the entered order of June 7, 2021 pursuant to 735 ILCS 5/2-1203 and motion to compel with the customary motion practice procedure which interfered with her fundamental right to protect her property interest.

A. The Trial Court Withheld the Provision of Minimal Procedural Due Process During The Adjudication on the Motion to Reconsider the Order Entered on June 7, 2021, And The Motion to Compel.

“The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner.” *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976). Although the Supreme Court has warned that due process “is not a technical conception with a fixed content unrelated to time, place, and circumstances,” and instead is adapted as a particular situation demands, it hardly can be said that due process requires *no* procedural or substantive protections in a particular situation. *See id.* at 334. Instead, the Supreme Court “consistently has held that some form of hearing is required before an individual is finally deprived of a property interest.” *Id.* When the trial court deprived petitioner, Artesia Cameron, filed motion to reconsider the entered order of June 7, 2021 (*See* R. Doc. 306-310; Appendix, p. a-60) of the customary briefing schedule it never afforded her an opportunity to be completely heard, thereby denying her the basic procedural protections required by the constitution. *See id.* If this court affirms the trial court’s decision plaintiff will be left completely unable to make any argument in

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defense of her property. This court should not allow the trial court's decision of June 17, 2021, to stand.

The deprivation of setting a briefing schedule on plaintiffs' motion to reconsider (R. Doc. 306-310; Appendix p. a-60) as customarily practiced by the Circuit Court of the Twelfth Judicial Circuit Will County Illinois is contrary to the Constitution because it neglected to adequately afford plaintiff with an opportunity to contest the attempted seizure of her property. This court should therefore reverse the trial court's decision of June 17, 2021 and remand this case back to the trial court with direction that the parties be restored to their former positions prior to June 7, 2021, and that the proceedings be started anew.

When a plaintiff alleges a deprivation of property in a due process case, the threshold question is whether the state has interfered with a protected property interest. *Buttitta v. City of Chicago*, 9 F.3d 1198, 1201 (7th Cir. 1993). Protected property interests are not created by the Constitution and instead "are created and their dimensions are defined by existing rules or understandings that stem from an independent source such as state law." *Bd. of Regents of State Colleges v. Roth*, 408 U.S. 564, 577 (1972). The law is clear that individuals have a protected property interest in their money. *See id.* at 571-72. The trial court therefore incorrectly determined in its issued orders of June 7, 2021 and June 17, 2021 that plaintiff did not have a property interest in her real property known as 3412 Stone Creek Drive in the Municipality of Joliet Illinois, Will County via Marital Settlement Agreement Article IV Section (e). The defendant, Robert Cameron, interference with that interest by causing a lien to be placed on that property,

unknowing to plaintiff, deprived plaintiff of exclusive rights to her property pursuant to the Marital Settlement Agreement Article IV Section e. (See R. Doc. 41; Appendix, Marital Settlement Agreement, p. a-12, para. 5 Section (e))

Following the threshold inquiry of whether a protected property interest exists, a court must determine "whether the procedures attendant upon that deprivation were constitutionally sufficient." *Ky. Dep't of Corr. v. Thompson*, 490 U.S. 454, 460 (1989). The Supreme Court established three factors to consider in determining whether the procedures attendant upon a deprivation are constitutionally sufficient: (1) "the private interest that will be affected by the official action;" (2) "the risk of an erroneous deprivation of such interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards;" and (3) "the Government's interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail." *Mathews*, 424 U.S. at 335. As a threshold matter, several courts have held that due process is not satisfied when the government does not provide an individual *any* opportunity to test the factual bases of a deprivation. *See Stippmann v. City and Co. of San Francisco*, 557 F.2d 1338, 1344 (9th Cir. 1977); *Johnson v. City of Evanston*, 250 F.3d 560, 563 (7th Cir. 2001); *Allison v. City of Bridgeport*, 2006 WL 1599811 at \*4 (S.D. Ill. June 8, 2006). This inquiry was performed by those courts before considering any of the three *Mathews* factors. *See id.*

Under the second *Mathews* factor, courts must determine whether the government's established procedure create the risk that it will erroneously deprive individuals of

protected interests and whether any additional procedures would eliminate that risk. See 424 U.S. at 335. When the government provides no pre-deprivation hearing or process, it is far more likely to erroneously deprive an individual of a protected property interest, so the government must therefore provide reasonable post-deprivation procedures under the Second *Mathews* factor to reduce the risk of erroneous deprivation. *Allen v. Leis*, 213 F. Supp. 2d 819 833-34 (S.D. Ohio 2002). Additionally, the process provided must be more than an informal, ad hoc, unpredictable process because such process is illusory at best and does not provide individuals with a meaningful opportunity to be heard or raise any defenses. See *Wayt v. Town of Crothersville*, 866 F. Supp. 2d 1008, 1022 (S.D. Ind. 2012); see also *Lindsey v. Normet*, 405 U.S. 56, 66 (1972) (holding that due process requires that there be an opportunity to present every available defense). In contrast, when pre-deprivation procedures are administrative and have little risk of erroneous deprivation and there are available post-deprivation procedures to test the bases for the initial deprivation, the government does not need to supply additional pre-deprivation procedures to satisfy due process. See *Slade v. Hampton Roads Reg'l Jail*, 407 F.3d 243, 253-54 (5th Cir. 2005); *Sickles v. Campbell County*, 501 F.3d 726, 730-31 (6th Cir. 2007).

When there is an extreme risk that the government will erroneously deprive an individual of a property interest and the government would incur only minimal burdens by providing additional procedures, the government must do so to satisfy due process. See *Allen I*, 213 F. Supp. 2d at 833-34. In *Allen I*, the defendant County adopted a policy requiring any person confined in the county jail to pay a \$30 "book in fee" to

help defray a portion of the booking cost. *Id.* at 820. Every detainee was forced to pay the fee with whatever amount of funds the detainee had on his or her person, up to the \$30 limit. *Id.* at 832. The County did not afford detainees any chance to contest the fee, either pre-or post-deprivation. *Id.* The county also imposed the fee regardless of the crime committed or whether the arrestee was innocent, a first-time arrestee or a multiple felon. *Id.* In assessing the second *Mathews* factor, the court noted that the risk of erroneous deprivation was "extreme" because the deprivation occurred before any kind of hearing. *Id.* at 833. The court also determined that the defendant could easily assess the fee after a conviction or guilty plea and that doing so would reduce the risk of erroneous deprivation. *Id.*

Similarly, when there is a 100 percent risk that the government's established procedures can erroneously deprive an individual of a property interest the government must provide additional procedures to satisfy due process. *Roehl v. City of Naperville*, 857 F. Supp. 2d. 707, 717 (N.D. Ill. 2012). In *Roehl*, the defendant city enacted an ordinance allowing the city to charge a \$50 fee to any person arrested by city police. *Id.* at 709. The ordinance did not establish any procedures allowing an arrestee to contest the fee or seek reimbursement. *Id.* In 2011, after the plaintiff filed suit, the city subsequently repealed its original ordinance and enacted a modified ordinance which including a procedure for collecting the fee from an arrestee who does not have money to pay the fee at the time of arrest and a hearing and appeal procedure to contest the fee. *Id.* at 710. In assessing the second *Mathews* factor, the court noted that there was a "100 percent chance" that the city would erroneously

deprive someone who should not have paid the fee under the old ordinance because there were no procedural safeguards which would allow arrestees to contest the fee. *Id.* at 716. The court also concluded that although no pre-deprivation hearing is required under *Mathews* because of the small private interest at stake, a post-deprivation procedure was required to reduce the risk of erroneous deprivation. *Id.* at 716-1

If a government's established procedures are informal or unpredictable, the process is illusory at best and does not meet the requirements of due process. *Wayt*, 866 F. Supp. 2d at 1022. In *Wayt*, a utilities customer had her water disconnected after being sent a delinquent card by the utility company. *Id.* at 1021. Under the company's procedures, a customer could contest the decision to disconnect her water supply by making a phone call to a designated employee. *Id.*

The company's employee had sole discretion to determine whether to then allow that customer's complaint to be placed on the agenda of town council meetings. *Id.* At those meetings, it was the town's attorney who decided whether to hear the complaint. *Id.* In assessing the second *Mathews* factor, the court determined that the customer was not offered a meaningful opportunity to be heard. *Id.* at 1022. Because the company's appeal process was informal, ad hoc, and unpredictable, the court concluded that the process did not meet due process standards and denied the defendant's motion for summary judgment. *Id.*

In this present case, contrary to the customary practices related to an attorney's initial appearance before the court. The record shows that On June 7, 2021, during the physical absence of plaintiff. The trial court arbitrarily conducted a full hearing on various matters wholly unrelated to the reasons why plaintiff's recent contracted attorney was appearing before the trial court for the very first time.

Furthermore, the record shows that on June 17, 2021, contrary to the well-settled customary motion practice of the Circuit Court of the Twelfth Judicial Circuit. The trial court summarily denied plaintiff's combined unopposed motion to reconsider and motion to compel without setting the required briefing schedule to afford the defendant with an opportunity to submit a written response in opposition and to afford plaintiff an opportunity to submit a written reply in further support of her respective motions. The trial court further neglected to set a oral argument hearing date on plaintiff's combined motions and neglected to issue a written memorandum opinion and order setting forth the finding of facts and conclusion of law as its justification for denying the plaintiff's combined unopposed motion to reconsider and motion to compel. This entered court order of June 17, 2021 denied plaintiff of her right to defend her interest in the property at 3412 Stone Creek Drive, Joliet, as awarded to her by the marital settlement agreement entered by the divorce court on October 30, 2012.

The customary practice governing motion practice involves the setting of a briefing schedule allowing the non-movant a certain amount of time to submit a written response and allowing the movant a certain amount of time to file a written reply in further support of their motion, and then schedule a future hearing date to allow the

respective parties an opportunity to provide further support for their respective positions. The trial court, for reasons known only to the trial court, did not set a briefing schedule allowing the non-movant time to submit a written response. The non-movant did not file a written response and the movant was not allowed to submit any additional information to support the motion pursuant to protecting her property interest. During the initial presentation of the combined motion to reconsider the issued order of June 7, 2021 and the motion to compel the respondent to satisfy the HSF lien. The trial court (in the person of Associate Circuit Judge Elizabeth Dow) summarily issued an order denying both unopposed motions and imposed additional improper orders derived solely from issues that were set to be addressed upon presenting the combined unopposed motion to reconsider the June 7, 2021, order, and the unopposed motion to compel the respondent to satisfy the HSF lien. (See R. Doc 331; Appendix a-87)

The June 17, 2021, "in open court" issued order denied plaintiff of her right to be fully heard in attempt to protect the seizure of her property at 3412 Stone Creek Drive Joliet Illinois. The deprivation of setting a briefing schedule on plaintiffs' motion to reconsider (See R. Doc. 306-310; Appendix p. a-60) as customarily practiced by the Circuit Court of the Twelfth Judicial Circuit Will County, Illinois is contrary to the Constitution because it failed to adequately afford plaintiff with an opportunity to contest the attempted seizure of her property. If the entered order is allowed to stand then the risk of the plaintiff being erroneously deprived of protective property interest would be substantial.

1. The Failure On The Part Of The Trial Court To Set A Briefing Schedule On The Motion To Reconsider Prevented Relevant And Pertinent Information From Being Reviewed and Considered

As this Court knows, or reasonably should know the purpose of a motion to reconsider is to seek to obtain a order vacating a previously entered decision and/or judgment to enable to afford the movant party with an opportunity either to present overlooked information, or to present newly discovered information which had not been presented to the trial court for analysis and consideration during the pendency of the underlining matter, and to allow the movant to show that had the overlooked information or/or unavailable information been presented to the court, in the first instance, the outcome addressing the merit of the motion would have produced a fundamentally different result.

The documentary evidence in the record shows that prior to the June 7, 2021 proceedings plaintiff had complied with the courts directive to obtain legal counsel in order to have her interest properly presented to the court (*See* R. Doc. 303). The documentary evidence in the record shows that on the date of plaintiff's contracted attorney making his initial formal appearance before the court on behalf of the plaintiff. Rather than the trial court affording plaintiff's attorney a certain quantity of time to thoroughly consult with the plaintiff to ascertain specific information, documentation and instructions in order to adequately represent plaintiff's interest in said property. The trial court merely dictated instructions to plaintiff's attorney favorable to the interest of

## CONCLUSION

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The Panel's February 2, 2023 issued Summary Order merely ignored all of the pertinent pleadings set forth in petitioner Cameron's opening brief which pointed to supportive documentary evidence in the record, and constructed an argument for respondent Cameron which he failed to do for himself either in the trial court, in the first instance, or during the proceedings before the Appellate Court for the Third District, in the second instance, as well as constructed an argument for the trial court which the trial court failed to do for itself upon denying the unopposed combined motion for reconsideration and the motion to compel, and then made a decision favorable to respondent Cameron, which could hardly be deemed fundamentally fair.

Therefore, based upon petitioner Cameron's re-pled pleadings presented in this petition for leave to appeal, which were completely ignored by the panel of the Appellate Court for the Third District. Then, the fairest and just decision for this Honorable Court to make, as the Guardian of the Law, would be that of granting this petition for leave to appeal, and review all of the pertinent documentary evidence in the record, and reverse the trial court's decision of June 17, 2021 and remand this matter back to the trial court with direction that the proceedings begin anew starting the June 7, 2021 date and restoring the parties to their respective positions as of June 7, 2021.

Respectfully submitted

By

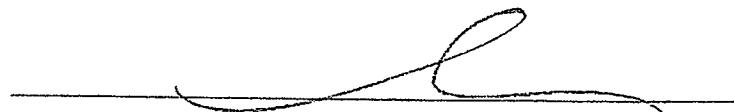
  
ARTESIA CAMERON  
Petitioner, Self-Represented

Artesia Cameron  
In care of 3412 Stone Creek Drive  
Municipality of Joliet/Will County  
Republic of Illinois [60435]  
(815) 585-6939

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CERTIFICATION OF SERVICE

The undersigned Self Represented Petitioner declares under penalty of perjury under the laws of the State of Illinois pursuant to the Section 1-109 that the statement of this instrument is true and correct and that a copy of this Petition For Leave to Appeal was served upon the respondent at email of record and efiled on the 2<sup>nd</sup> Day of August, A.D., 2023.



Artesia Cameron

Robert Cameron  
609 South Water Street  
Municipality of Joliet, Illinois 60436  
RCAMERON92170@GMAIL.COM

CERTIFICATE OF COMPLIANCE

I certify that this Petition for Leave to Appeal exceeds the allowable 20 pages but, is accompanied by a motion requesting a leave to file in excess of 20 pages.



Artesia Cameron