SUPREME COURT OF ILLINOIS
SUPREME COURT BUILDING
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May 27, 2026

In re: Kenisha Plummer, petitioner, v. Sleeping Bear Management, respondent. Leave to appeal. Appellate Court, First District. 133016

The Supreme Court today DENIED the Petition for Leave to Appeal in the above entitled cause.

The mandate of this Court will issue to the Appellate Court on 07/01/2026.

Very truly yours,

Cynthia A. Grant

Clerk of the Supreme Court

**APPENDIX D**

No. 1-25-1272

Order filed February 13, 2026

Sixth Division

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

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| KENISHA PLUMMER,<br><br>Plaintiff-Appellant,<br><br>v.<br><br>SLEEPING BEAR MANAGEMENT,<br><br>Defendant-Appellee. | )<br>)<br>)<br>)<br>)<br>)<br>)<br>)<br>) | Appeal from the<br>Circuit Court of<br>Cook County, Illinois.<br><br>No. 2024 L 9506<br><br>Honorable<br>James E. Hanlon,<br>Judge Presiding. |

JUSTICE GAMRATH delivered the judgment of the court.
Presiding Justice C.A. Walker and Justice Pucinski concurred in the judgment.

**SUMMARY ORDER**

¶ 1 Plaintiff Kenisha Plummer appeals the dismissal of her amended complaint against defendant Sleeping Bear Management (Sleeping Bear) with prejudice under section 2-615 of the Code of Civil Procedure (Code) (735 ILCS 5/2-615) (West 2024)). Finding no error, we affirm.

¶ 2 Plummer and Sleeping Bear executed a residential lease from December 2020 to May 2022. On March 9, 2022, Sleeping Bear filed an eviction action against Plummer for non-payment of rent. Plummer vacated the premises. On June 27, 2022, Sleeping Bear voluntarily dismissed the action without prejudice.

¶ 3 On August 28, 2024, Plummer filed a complaint for breach of contract, alleging Sleeping Bear's "judgment" disqualified her from receiving a Section 8 housing voucher. Plummer was

granted leave to amend, and on March 10, 2025, filed an amended complaint for misrepresentation. She claimed she was granted a Section 8 voucher from Bedford Housing Authority (Bedford), but Sleeping Bear made a "false statement [about] the status of rental history" during a background check, causing Bedford to rescind the voucher.

¶ 4 On March 13, 2025, Sleeping Bear moved to dismiss under section 2-615, arguing Plummer failed to allege any element of misrepresentation. In her response and surreply, Plummer claimed Sleeping Bear "falsified an allege[d] past due rent *** of $4700," but also failed to communicate with Bedford within a 10-day grace period. She also believed because the eviction case was "dismissed and sealed, no balance was owed."

¶ 5 On June 11, 2025, the trial court dismissed Plummer's amended complaint with prejudice. Liberally construing the amended complaint, response, and surreply, and taking the allegations therein as true, the court found Plummer failed to state a claim and any amendment would be futile. Specifically, Plummer's complaint was conclusory, as it did not identify any false statement. She also made conflicting allegations that Sleeping Bear made a false statement but also failed to communicate with Bedford. Either way, the undisputed fact is, there was an unresolved rent issue between Plummer and Sleeping Bear and nothing it allegedly said to Bedford was improper.

¶ 6 The sole issue on appeal is whether the trial court properly dismissed Plummer's complaint with prejudice under section 2-615. The court should grant a section 2-615 motion to dismiss when the allegations in the complaint, construed in the light most favorable to the plaintiff, fail to state a cause of action. *Bajwa v. Metropolitan Life Insurance Co.*, 208 Ill. 2d 414, 421 (2004). The trial court should (and did) accept all well-pleaded facts and reasonable

inferences drawn from those facts as true. *Marshall v. Burger King Corp.*, 222 Ill. 2d 422, 429 (2006). Our review is *de novo*. *Id.*

¶ 7 Plummer clearly did not set forth the necessary allegations to state a cause of action that would entitle her to relief. We agree with the trial court that Plummer failed to sufficiently allege the nature of her claim and explain how Sleeping Bear's conduct caused her harm. And contrary to Plummer's belief, Sleeping Bear nonsuiting the eviction action without prejudice does not mean its claim for unpaid rent went away. As aptly noted by the court, it was the unresolved rent, not Sleeping Bear, that made her lose the voucher. As such, Plummer has not pled, and cannot plead, any facts or circumstances showing her loss of the Section 8 voucher was due to Sleeping Bear's misrepresentation or negligence.

¶ 8 Plummer also challenges the court's dismissal of her complaint with prejudice. Dismissal of a complaint under section 2-615 should be made with prejudice "only where it is clearly apparent that *** plaintiff[ ] can prove no set of facts entitling recovery." *Norabuena v. Medtronic, Inc.*, 2017 IL App (1st) 162928, ¶ 39. The decision to deny leave to amend is within the sound discretion of the trial court. *Cantrell v. Wendling*, 249 Ill. App. 3d 1093, 1095 (1993).

¶ 9 Despite the liberal policy in favor of allowing amendments, the trial court did not abuse its discretion in denying Plummer leave to amend. The court gave Plummer an opportunity to cure the defects in her original complaint. It also liberally and carefully considered the facts in her response and surreply as supplementary facts she would plead in a second amended complaint if given leave to file. Even liberally construing those facts, the court found any amendment would be futile. Given the shortcomings of Plummer's pleadings, we cannot say this was an abuse of discretion.

¶ 10 Affirmed.



**APPENDIX C**

CLERK'S OFFICE
APPELLATE COURT FIRST DISTRICT
STATE OF ILLINOIS
160 NORTH LASALLE STREET, RM S1400
CHICAGO, ILLINOIS 60601

March 4, 2026

RE: KENISHA PLUMMER v. SLEEPING BEAR
General No.: 1-25-1272
County: Cook County
Trial Court No: 24L9506

The Court today denied the petition for rehearing filed in the above entitled cause. The mandate of this Court will issue 35 days from today unless a petition for leave to appeal is filed in the Illinois Supreme Court.

If the decision is an opinion, it is hereby released today for publication.

Thomas D. Palella
Clerk of the Appellate Court

c:

**APPENDIX A**

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

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|---|---|
| KENISHA ROBERTA PLUMER,<br>PLAINTIFF,<br>v.<br>SLEEPING BEAR MANAGEMENT,<br>DEFENDANT. | CASE NO. 2024L009506<br>CALENDAR N |

**MEMORANDUM OPINION & ORDER**

This matter comes before the Court on Defendant, Sleeping Bear Management's ("SB"), Motion to Dismiss under 735 ILCS 5/2-615. For the following reasons, the Court grants Sellers' 2-615 motion with prejudice.

**Background**

Plaintiff, Kenisha Plummer ("Plummer") filed a bare-bones Complaint that, so far as it can be discerned, alleged that SB had a judgment against Plummer that interfered with Plummer's ability to get a Section 8 voucher. On March 5, 2025, this Court granted Plummer leave to file an amended complaint. Plummer did so on March 10, 2025.

The Amended Complaint is only slightly more illuminating than the first. It alleges that someone, presumably affillated with SB, made a false statement to the Bedford Housing Authority where Plummer had applied for a Section 8 housing voucher. After that allegedly false statement was made, Plummer's housing voucher was rescinded. SB moved to dismiss Plummer's Complaint. That motion was filed before SB was served with Plummer's Amnded Complaint. AT the presentation of SB's motion, the parties agreed to treat the motion as being directed to Plummer's Amended Complaint (given the similarities between the pleadings).

Plummer responded to SB's motion and provided more facts and context. Rather than require Plummer to put those facts into another pleading, the Court will accept Plummer's Response as articulating what a second amended complaint would allege. The Court also has the benefit of Plummer's explanation in open court of what gave rise to her lawsuit that she gave when SB presented its motion to dismiss.

The Court treats as true Plummer's factual allegations that SB brought an eviction action against her, COVID restrictions intervened, Plummer vacated the premises she rented from SB, and SB dismissed the eviction proceedings without prejudice. In addition, the status of that eviction proceeding and SB's failure to communicate (or allegedly false communications) with the Bedford Housing Authority caused the loss of Plummer's housing voucher with Bedford Housing Authority.

Plummer's response makes clear that the case brought by SB was dismissed without prejudice, with leave to reinstate. Plummer submitted a copy of the Order as part of her opposition to SB's motion. The Court can take judicial notice of that Order in considering a section 2-615 motion. *O'Callaghan v. Satherlie*, 2015 IL App (1st) 142152, ¶ 20. A dismissal without prejudice with leave to reinstate means no judgment was entered, the claim can be refiled, and whatever breach of lease that gave rise to the eviction case was not forgiven.

Plummer filed what can be regarded as a surresponse to SB's Reply in support of its motion. Plummer's theory of recovery is further illuminated by that filing. She complains that the file in the eviction case was sealed so, in her view, SB could not tell the Bedford Housing Authority that she owed it rent. Plummer is apparently of the view that SB cannot claim to be owed rent unless it gets a court judgment for that rent. Of course,

Plummer has also said that SB failed to tell the Bedford Housing AAuthority that Plummer did not owe rent.

A motion to dismiss under 735 ICLS 5/2-615 asks whether the pleading states a cause of action upon which relief can be granted. *MacLeod v. Commonwealth Edison*, 2024 IL App (2d) 230237, ¶ 36. With a Section 2-615 motion, the Court looks to see if the Complaint alleges facts sufficient to support each element of the asserted cause of action. *Id.* The Court must accept as true all well-pleaded facts and reasonable inferences drawn from those facts in the light most favorable to the plaintiff. *Id.* Legal conclusions and factual conclusions unsupported by allegations of specific facts are disregarded. *Id.* See also *Knox College v. Celotex Corp.*, 88 Ill. 2d 407, 426-27 (1981) (Illinois is a fact pleading jurisdiction).[1] "Conclusions of fact are insufficient to state a cause of action regardless of whether they generally inform the defendant of the nature of the claim against him." *Coghlan v. Beck*, 2013 IL App (1st) 120891, ¶ 22. For these reasons, SB's motion to dismiss is granted.

Plummer's Amended Complaint is full of conclusions (*e.g.*, someone made a "false statement" without identifying the statement or how it was false). And Plummer response makes contradictory allegations. It appears from her response that Plummer's real issue is that SB did *not* communicate with the Bedford Housing Authority about the circumstances of the eviction case (or its disposition). Indeed, as discussed during the hearing when SB presented its motion, Plummer believed that the nonsuit of the eviction case established that she did not owe any money to SB. And her issue is that

[1] Of course, a pleading filed by a self-represented litigant is held to these same standards. *Holzrichter v. Yorath*, 2013 IL App (1st) 110287, ¶ 78.



APPENDIX B

SB's failure to confirm Plummer's misimpression to the Bedford Housing Authority caused the emotional distress for which Plummer seeks redress.

It appears that Plummer misunderstood the effect of the dismissal without prejudice. If SB responded to the Bedford Housing Authority and confirmed that a rent claim was not resolved through the dismissal of the eviction case, Plummer would have lost the housing voucher. Alternatively, had SB ignored the Bedford Housing Authority and that failure to communicate led that entity to believe Plummer still owed rent to SB, the outcome would have been the same. Plummer alleges that SB's failure to tell the Bedford Housing Authority that she did not owe money to SB caused the loss of her housing voucher. Nothing SB did or didn't do could have caused this outcome. In either scenario, Plummer would have no claim.

Finally, the notion that SB had no right to contend that Plummer owed it rent until and unless a court entered a judgment for judgment is inconsistent with how everything works. SB can claim Plummer owes money. Plummer can deny that she owes SB money. That SB was not actively pursuing that claim does not make its position that Plummer never paid the back rent improper. The consequences of that unresolved rent claim appears to have caused Plummer to lose an opportunity to gain a section 8 housing voucher with the Bedford Housing Authority. That is not SB's fault.

Because there appears to be a futility problem with Plummer's potential second amended complaint (to add the facts she asserted in her response and surresponse), the Court will not grant leave to replead. Plummer's Amended Complaint is dismissed with prejudice.

DATED: June 11, 2025

Associate Judge James E. Hanlon, Jr.

JUN 11 2025

Circuit Court-2216

Associate Judge James E. Hanlon Jr.



APPENDIX B

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

| | |
|---|---|
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DATED: June 11, 2025

Associate Judge James E. Hanlon, Jr.

JUN 11 2025

Circuit Court-2216

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Associate Judge James E. Hanlon Jr.