NOTICE
This Order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

2026 IL App (4th) 260353-U

NO. 4-26-0353

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED
November 25, 2026
Carla Bender
4th District Appellate
Court, IL

RELIABLE HOME REPAIRS PLUS, INC.,	)	Appeal from the
Plaintiff-Appellee,	)	Circuit Court of
v.	)	Peoria County
CATHARSIS HOLDINGS, LLC,	)	No. 25FC65
DOUBLE D FINANCIAL, LLC, UNKNOWN	)	
OWNERS, and UNKNOWN NECESSARY PARTIES,	)	
Defendants	)	Honorable
(Catharsis Holdings, LLC, and Double D. Financial,	)	James A. Mack,
LLC, Defendants-Appellants).	)	Judge Presiding.

JUSTICE GRISCHOW delivered the judgment of the court.
Justices Doherty and Vancil concurred in the judgment.
Justice Doherty also specially concurred.

ORDER

¶ 1 *Held*: The appellate court concluded defendants were not entitled to relief from default judgment because plaintiff complied with the requirement to perform a reasonable inquiry into the address most likely to provide actual notice of service under the Limited Liability Company Act (805 ILCS 180/1-1 *et seq.* (West 2024)), defendants' statutory right of redemption was not modified, and the trial court did not abuse its discretion when it denied defendants' motion to disqualify plaintiff's counsel.

¶ 2 In April 2025, plaintiff, Reliable Home Repairs Plus, Inc. (Reliable), filed a complaint for the foreclosure of a mechanic's lien against defendants, Catharsis Holdings, LLC (Catharsis), Double D Financial, LLC (Double D), unknown owners, and unknown necessary parties. Defendants failed to appear and were found in default, and the trial court entered an order of foreclosure of the mechanic's lien and for judicial sale of the property described therein. In February 2026, defendants filed a petition to vacate the court's orders for lack of jurisdiction

and argued they were never served notice. Defendants also moved to disqualify plaintiff's counsel. The motions were denied. Defendants filed a subsequent petition to vacate the default order, the order of foreclosure, and the order of judicial sale, arguing the orders granted more relief to plaintiff than requested in the complaint, and therefore, defendants were entitled to new notice before entry of the orders. All motions were denied.

¶ 3 Defendants appeal, arguing they are entitled to relief from default judgment because they were not properly served with notice, they were not provided new notice when the order granted relief beyond that requested in the complaint, and the trial court abused its discretion when it denied the motion to disqualify plaintiff's counsel. For the following reasons, we affirm.

¶ 4 I. BACKGROUND

¶ 5 Reliable is an Illinois corporation in the business of home repair and renovation. Catharsis is a foreign limited liability company registered in California. Catharsis, at the time the complaint was filed, owned real estate in Illinois for use as rental properties, including 1015 Wilcox Avenue in Peoria, Illinois (the property). In July 2024, Reliable and Arla Jeanes, the agent and manager of Catharsis, engaged in a discussion for Reliable to perform repairs and renovations at the property. In August 2024, Reliable sent an invoice in the amount of $15,999.43 to Catharsis at 621 Via Alondra, Suite 611A, in Camarillo, California (Camarillo address) for materials and labor related to the renovations discussed at the property.

¶ 6 In September 2024, Reliable recorded a mechanic's lien against Catharsis and the property. In December 2024, Catharsis transferred ownership of the property via general warranty deed to Double D, a foreign limited liability company registered in Montana. The deed listed the mailing address for Catharsis at the Camarillo address and the mailing address for

Double D at 2814 Brooks Street, Suite 516, in Missoula, Montana (Brooks Street Address).

¶ 7 In April 2025, Reliable filed a complaint against Catharsis, Double D, unknown owners, and unknown necessary parties. In the complaint, it sought foreclosure of the mechanic's lien and argued breach of contract for defendants' failure to pay the $15,999.43 invoice, fraudulent transfer of the property from Catharsis to Double D, and *quantum meruit* as a claim in the alternative. Attached to the complaint was an invoice that Reliable purported to have sent to Catharsis at the Camarillo address. The invoice contained the Camarillo address, along with a phone number and an e-mail address for Catharsis.

¶ 8 In August 2025, Reliable filed a motion for default judgment. Reliable argued it attempted service multiple times on Catharsis and Double D at multiple mailing addresses purported to be those of each defendant, as included on documents submitted and signed by Jeanes in California and Montana, and the agents for Catharsis and Double D were not found. Attached to the complaint and the motion for default, Reliable included business records and the attempted service of process records for both Catharsis and Double D. The California record for Catharsis listed Jeanes as the manager and the Camarillo mailing address. The Montana record for Double D listed Jeanes as a member, and the mailing address was the Brooks Street address. Additionally, the Double D Montana business record listed the registered agent of Double D as Andrew Deichl, with an address of 2301 Larch Camp Road in Missoula, Montana (Larch Camp Road address).

¶ 9 Reliable attempted to serve summons to Catharsis and Jeanes as its agent at the Camarillo address in April 2025. The summons was returned with an affidavit of nonservice that explained the process server attempted service, but neither Catharsis nor Jeanes were found at the Camarillo address. The affidavit noted neither the "business nor agent is known here."

Summons was sent to Double D in April 2025 at the Larch Camp Road address. An alias summons was also issued to Catharsis and Jeanes at the Brooks Street Address in April 2025. The affidavit of nonservice for the Larch Camp Road address stated the process server found an empty lot and spoke to a neighbor, who confirmed the registered agent for Double D, Deichl, owned the property, but that the "empty lot on the side of the mountain" had "no home on the property." An affidavit of nonservice for the Brooks Street address noted that the address was a UPS Store, and the suite number provided was the post office box number at the UPS Store.

¶ 10 Reliable's motion for default judgment asserted it next served Catharsis and Double D through the Illinois Secretary of State pursuant to section 2-204 of the Code of Civil Procedure (735 ILCS 5/2-204 (West 2024)) and section 1-50(b)(1) of the Limited Liability Company Act (Act) (805 ILCS 180/1-50(b)(1) (West 2024)). Attached to the motion were affidavits of compliance for service on the Secretary of State for Catharsis and Double D. The affidavits indicated the Secretary of State was appointed as an agent for Catharsis and Double D because both Catharsis and Double D failed to appoint and maintain a registered agent in Illinois. The affidavit for Catharsis indicated a copy of the process required to be delivered by certified or registered mail was sent to the Camarillo address, and the affidavit for Double D indicated the process was sent to the Larch Camp Road address. Reliable asked the trial court to grant its motion for default and to enter an order in favor of Reliable's motion to foreclose on the mechanic's lien.

¶ 11 In August 2025, the trial court granted plaintiff's motion for default and entered a judgment order of foreclosure and sale. The order found defendants failed to appear and were in default, required defendants to pay the amount owed to plaintiff "before expiration of any redemption period," and stated that if such payment was not made, the property would be

ordered sold. In the event of such a sale, defendants were "barred and foreclosed of any right, title, interest, claim, lien[,] or right to redeem in and to the Property."

¶ 12 Five months later, notice of judicial sale was filed in January 2026, and in February 2026, counsel for defendants entered an appearance and filed a petition to vacate the order of default because defendants were not served with notice of the proceedings. Defendants argued they maintained no offices in Illinois, and their "only connection to Illinois" was "through successive ownership of certain real estate parcels in Peoria County." Defendants maintained only ownership, without more, did not amount to transacting business in the state, and therefore, they did not subject themselves to appointment of the Secretary of State as their agent for service of process.

¶ 13 Alternatively, defendants argued that if they subjected themselves to service through the Secretary of State, plaintiff failed to follow the statutory requirements for service. Defendants maintained plaintiff knew the addresses in the affidavits for service on the Secretary of State were faulty and would not result in notice because those addresses had already resulted in nonservice, and therefore, plaintiff did not follow the statutory requirement to send the notice to an address where it believed defendants were most likely to receive notice. See 805 ILCS 180/1-50(c)(2)(B) (West 2024). Additionally, defendants argued they first received notice of the proceedings from "their Tenant" after a note was posted at the property indicating the impending judicial sale, but plaintiff had alternate means of notifying them of the proceedings, including the e-mail address on the business records from California and Montana attached to the complaint and an e-mail address of Jeanes in the possession of plaintiff's counsel.

¶ 14 Defendants also filed a motion to disqualify plaintiff's counsel. Defendants argued the law firm representing plaintiff in this case, Heyl, Royster, Voelker & Allen, P.C.

(Heyl Royster), represented Jeanes, their manager, in a 2024 eviction proceeding concerning the property involved in this dispute. Defendants contended, although the eviction proceedings ended in June 2024, Jeanes did not receive notification of the termination of the law firm's representation. In support of the motion, defendants attached an affidavit of Jeanes that stated she was the manager of Catharsis and Double D, she retained Heyl Royster for an eviction matter at the property involved in these proceedings, she never received formal communication terminating the attorney-client relationship, she was not notified of plaintiff's attorney's representation of plaintiff in a matter materially adverse to her, and she did not give "informed consent to [Heyl Royster] to permit them to represent an adverse interest."

¶ 15 In response, plaintiff argued defendants transacted business in the state of Illinois, defendants were properly served under the statutory framework for service on a limited liability company, and plaintiff's counsel should not be disqualified because the eviction matter was not substantially related to the pending litigation and disqualification is an "extreme and unwarranted measure." Plaintiff attached an affidavit of Brian Mooty, who stated he was an attorney employed by Heyl Royster and provided legal services for evictions at the property for Jeanes individually from October 2023 through May or June 2024. Mooty attested the file for those evictions was closed in August 2024. Mooty indicated he was unaware the firm was representing a client adverse to Catharsis or Jeanes until February 20, 2026. He stated the firm closed the files involving his representation of Catharsis, and those files were "restricted from access" by him, as well as attorneys at the firm working on this matter. Further, Mooty attested he was not permitted access to any files or documents related to the current matter involving defendants.

¶ 16 At the hearing on defendant's motions, counsel for plaintiff argued he was not affiliated with Heyl Royster until June of 2024 and was "walled off" from the prior case

involving Jeanes, with "no access to the information relating to Catharsis based on the confidential wall." Plaintiff asserted there was no interaction with the eviction representation, and the rules of professional conduct were not violated. The trial court indicated it was concerned the law firm "had record of the whereabouts of the defendant[s] and how to serve the defendant[s]," and it heard arguments on defendants' substantive motion to vacate due to lack of jurisdiction. Plaintiff argued it "did quite a bit of work" to find the proper address for service. Plaintiff sent a process server to the address of the registered agent for defendant Catharsis in California, but Catharsis was not at that location, and the notice came back as not served. Plaintiff argued, after it learned Catharsis transferred the property to Double D, it "found their agent in Montana." Plaintiff employed a process server to physically provide service at the Montana address, but the service came back undeliverable because the address was an empty field.

¶ 17 Plaintiff maintained compliance with all statutory requirements for service on defendants through the Secretary of State, as defendants' registered agent. Plaintiff also argued defendants transacted business in Illinois and had "more than just passive ownership" of real estate in the state by acting as landlords, profiting from the property, and hiring out work for repair and maintenance of the property. Plaintiff argued there was a "sufficient nexus" for the trial court to exercise jurisdiction over defendants. Finally, plaintiff argued service by e-mail or text was not favored and would have required plaintiff to seek leave of court to provide service via an electronic means.

¶ 18 In response, defendants acknowledged plaintiff served notice on the Secretary of State but argued plaintiff failed to follow the statutory requirement to send notice to "the address, the use of which the person instituting the action suit or proceeding knows, or, on the basis of

reasonable inquiry, has reason to believe, is most likely to result in actual notice." See 805 ILCS 180/1-50(c)(2)(B) (West 2024). Defendants asserted plaintiff "had affidavits of nonservice showing that those were not the proper addresses to send notice to the defendants." Defendants also maintained their "only connection to Illinois [was] their ownership of the real estate."

¶ 19 The trial court asked if tenants rented the property and if defendants disputed the amounts owed to plaintiff. Defendants replied tenants rented the property during the pendency of the proceedings and confirmed defendants disputed the amount billed by plaintiff. Defendants also asserted they only received notice of the proceedings when notice was posted at the property in question, so "whether or not that would have worked when they filed the motion to default [was] a question that [plaintiff] should have to prove on the facts."

¶ 20 The trial court denied defendants' petition to vacate and motion to disqualify counsel and entered an order finding defendants "failed to establish the existence of a conflict of interest or any basis for disqualification of Plaintiff's counsel." The order denied the petition to vacate the order of default "in its entirety." The court found defendants failed to establish a meritorious defense, as required under section 2-1401 of the Code of Civil Procedure (735 ILCS 5/2-1401 (West 2024)) and reaffirmed its "prior finding that service of process was obtained on Defendants," as required by Illinois law. The court found defendants transacted business in the state without being admitted and thereby appointed the Secretary of State as their agent for service of process. The court further found plaintiff "exercised reasonable diligence in attempting personal service and fully complied with all statutory requirements for service upon the Illinois Secretary of State" and reaffirmed its prior orders.

¶ 21 Thereafter, defendants filed another motion to vacate the judgment and order of foreclosure and sale. Defendants argued they were entitled to relief because they were prejudiced

by the trial court's "orders foreclosing" them "of their rights" to redeem the property. Section 12-122 of the Code of Civil Procedure allows a defendant, "within 6 months from the sale," to redeem property sold in enforcement of a judgment. 735 ILCS 5/12-122 (West 2024). Defendants maintained the court's language in the default order denied this right because it required them to pay for redemption of the property "before expiration of any redemption period" but also required the payment be made before sale of the property, or defendants would be "barred" from redeeming. At the hearing on defendants' petition, counsel further argued Illinois Supreme Court Rule 105(a) (eff. Jan. 1, 2018) also required plaintiff to provide new notice because the order effectively "struck the right" to redeem under section 12-122. Plaintiff responded there was "no disclaimer of a right of redemption anywhere in the pleadings or even in the order," and that plaintiff's "intent" was "to recognize" and "honor the right of redemption."

¶ 22 The trial court denied defendants' motion and ordered the judicial sale to proceed. Following the judicial sale of the property, defendants filed notice that the property was redeemed over their objection and a motion for a finding under Illinois Supreme Court Rule 304(a) (eff. Mar. 8, 2016) that the court's order was a final appealable order. The court granted defendant's motion and entered an order pursuant to Rule 304(a), finding no just reason for delay of an appeal and that defendants redeemed the sale of the property as noted in the notice of redemption of sale.

¶ 23 This appeal followed.

¶ 24 II. ANALYSIS

¶ 25 Defendants raise three issues on appeal. First, defendants argue the trial court erred in denying their first petition to vacate because plaintiff failed to conduct the reasonable

inquiry required to identify an address most likely to give defendants actual notice. Thus, defendants maintain plaintiff did not satisfy requirements for service on a limited liability company, defendants were not provided notice of the proceedings, and the default judgment is void. Second, defendants assert the court improperly denied the second petition to vacate because the court's orders improperly shortened defendants' right of redemption. Accordingly, defendants argue the court's default order granted relief outside the remedy sought in the complaint and entitled them to new notice before entry of the default order. Finally, defendants contend the court abused its discretion when it denied the motion to disqualify plaintiff's counsel.

¶ 26 A. Service of Process

¶ 27 On appeal, defendants first argue the trial court did not obtain personal jurisdiction over them because plaintiff did not meet the statutory requirements for notice under the Act. See 805 ILCS 180/1-50 (West 2024). Specifically, defendants assert they did not receive notice because plaintiff did not perform a reasonable inquiry into alternate locations it should have had reason to believe would have been most likely to result in actual notice to defendants as required by the Act. See *id.* § 1-50(c)(2)(B). In response, plaintiff contends service was proper because the required inquiry was made and no better address existed for service.

¶ 28 As an initial note, the trial court and the parties referred to defendants' filings in this case as petitions under section 2-1401. See 735 ILCS 5/2-1401 (West 2024). However, section 1401 applies to final judgments only. See *id.* Here, the default order and order for judicial sale were not final judgments. See *Marion Metal & Roofing Co. v. Mark Twain Industries, Inc.*, 114 Ill. App. 3d 33, 35 (1983) (explaining that in foreclosure cases, the final order entered is the order confirming the judicial sale of a property, not the judgment of foreclosure). Defendants

filed their petitions to vacate the order of default in this case after the judgment of foreclosure but before the court entered an order confirming judicial sale. Thus, as defendants' counsel acknowledged at oral argument, the petitions in this case are more appropriately referred to as motions to dismiss the order of default judgment under section 2-301 (735 ILCS 5/2-301 (West 2024)) for lack of jurisdiction due to plaintiff's failure to follow the statutory requirements to effectuate proper notice to defendants.

¶ 29 Section 2-301(a) allows a party, before the filing of any other pleading, to "object to the court's jurisdiction over the party's person" based on insufficient service of process "by filing a motion to dismiss the entire proceeding or any cause of action involved in the proceeding or by filing a motion to quash service of process." *Id.* § 2-301(a). In this case, defendants' initial petitions sought relief from the trial court's order of default on the basis they were never properly served. If service was not proper, the court lacked personal jurisdiction over defendants, and any judgment entered against defendants is void. *BankUnited v. Velcich*, 2015 IL App (1st) 132070, ¶ 27. In reviewing a decision on a motion to quash service of process, we must determine whether the court's findings of fact are against the manifest weight of the evidence. *Deutsche Bank National Trust Co. v. Brewer*, 2012 IL App (1st) 111213, ¶ 17. We review *de novo* the issue of whether the trial court obtained personal jurisdiction. *Velcich*, 2015 IL App (1st) 132070, ¶ 26 (citing *BAC Home Loans Servicing, LP v. Mitchell*, 2014 IL 116311, ¶ 17).

¶ 30 Defendants argue they are entitled to relief from judgment because they were not properly given notice of service on the Secretary of State in accordance with the statutory requirements governing service of process on a limited liability company under the Act. See 805 ILCS 180/1-50(c) (West 2024). Defendants maintain plaintiff did not send notice of the proceedings to the address at which plaintiff knew, "or, on the basis of reasonable inquiry, [had]

reason to believe, [was] most likely to result in actual notice." *Id.* § 1-50(c)(2)(B). Specifically, defendants contend plaintiff did not make the "reasonable inquiry" required by the Act to find an address "most likely to result in actual notice" (*id.*) because plaintiff was aware the addresses where service attempts were made would not result in actual notice and because plaintiff did not reach out to defendants using other known contact methods to inquire about a different address to send notice. We disagree.

¶ 31 The Act provides the steps necessary to effectuate service upon a limited liability company. 805 ILCS 180/1-50 (West 2024). The statute requires any "process, notice, or demand" on a limited liability company "shall be served either upon the registered agent appointed by the limited liability company or upon the Secretary of State as provided in this Section." *Id.* § 1-50(a). The statute appoints the Secretary of State as the agent for a limited liability company when the limited liability company fails "to appoint or maintain a registered agent in this State" or if the "registered agent" of a limited liability company cannot "with reasonable diligence" be found in the state as specified in the statute. *Id.* § 150(b)(1)-(2). Section 45-45 of the Act also appoints the Secretary of State as the agent for service of process for any foreign limited liability company transacting business in the state without being authorized to do so. *Id.* § 45-45(c). On review of the record, we agree with plaintiff and the trial court that section 45-45(c) appoints the Secretary of State as the agent for service of process on defendants in this case, and defendants do not raise this issue on appeal.

¶ 32 Next, section 1-50 requires the party serving process on a limited liability company (LLC) through the Secretary of State to send a copy of the notice and process "by registered or certified mail" to "the address" where, "on the basis of reasonable inquiry," the party "knows or, on the basis of reasonable inquiry, has reason to believe, is most likely to result

in actual notice." *Id.* § 1-50(c)(2)(B). The "reasonable inquiry" required under Section 1-50(c)(2)(B) is different from the "reasonable diligence" required under Section 180-150(b)(2). *Id.* § 1-50(b)(2). The "reasonable diligence" required by section 1-150(b)(2) refers to the diligence required by a party in locating a limited liability company's registered agent as found under the LLC's articles of incorporation or through the Secretary of State's website. *Id.* This section is not at issue in this case. On the other hand, the "reasonable inquiry" required by Section (c)(2)(B) refers to the inquiry required of the party effectuating service on the Secretary of State to also make necessary efforts to locate an address where the defendant is most likely to receive actual notice of the proceedings when service must be made on the Secretary of State because no agent is found or located within the state. *Id.* § 1-50(c)(2)(B). This is the inquiry defendants assert plaintiff failed to complete.

¶ 33 Reasonable inquiry under section 1-50(c)(2)(B) can include attempts to provide notice at the last registered address that can be found by the plaintiff on registration documents for the limited liability company. *Id.*; see *Amaba v. RFJ Land Management, LLC*, 2023 IL App (1st) 220549, ¶ 20-21. In *Amaba*, after finding the plaintiff exercised "reasonable diligence" in attempting to locate the registered agent of an LLC prior to serving notice of court proceedings against the LLC on the Secretary of State, the First District continued by reviewing whether the plaintiff also made a "reasonable inquiry" under section (c)(2)(B) into the address most likely to give notice to the defendant in that case. *Id.* ¶ 17-18. The plaintiff in *Amaba* located an address for defendants on the Secretary of State's website, and though it was an old address, it had not been updated by defendants. *Id.* ¶ 21. The *Amaba* plaintiff attempted service on the registered address, completed service on the Secretary of State when service could not be completed at the registered address, and then sent the notice of service on the Secretary of State to the registered

address. *Id.* ¶ 20. The *Amaba* court, after finding reasonable diligence in attempting to locate the registered agent, also found those efforts satisfied the "reasonable inquiry" required in section 150-(c)(2)(B). *Id.* ¶ 21. While *Amaba* involved notice sent to an outdated Illinois address, no Illinois registration address existed here. Regardless, the principle is the same, in that plaintiff argues it made an inquiry and then provided notice to the only addresses it could reasonably identify through that inquiry. See *id.*

¶ 34 Accordingly, multiple inquiries to find a different address were not required in this case following plaintiff's inquiry into the addresses found on defendants' out-of-state business records and on the transfer of property documents and attempts at service at those addresses. Plaintiff's requirement to reasonably inquire into the address where defendant was most likely to receive notice did not require it to continuously search for an address once a reasonable inquiry had been done. A reasonable inquiry was shown by plaintiff locating registered business addresses and attempting to send the notice of service to those addresses. The fact that plaintiff was aware service was previously unsuccessful at the address used for the prior out-of-state business registration did not require plaintiff to continually inquire into the changed address. See *Id.*

¶ 35 Here, plaintiff located California and Montana business records containing addresses for defendants and attempted service at all physical addresses found in those records. While defendants did not maintain a registered agent in Illinois, plaintiff attempted to provide notice of service to Catharsis at the address in their records, and this was the same address found in the California registration records. Plaintiff also researched court records documenting Catharsis's transfer of the property to Double D to identify an address for sending notice of service of process and sent a process server to attempt service on Double D at two different

physical addresses in Montana, first at the mailing address in the Montana business record and then at the registered agent's listed address. Additionally, the addresses used by plaintiff to attempt service are the same addresses Catharsis and Double D held out as accurate during the proceedings and in the warranty deed signed by Jeanes during the proceedings, after the lien was filed but before the filing of the complaint. Accordingly, we conclude plaintiff made the required reasonable inquiry and sent notice of the service of process to the address it had "reason to believe" was "most likely to result in actual notice" to defendants in this case. See 805 ILCS 180/1-50(c)(2)(B) (West 2024).

¶ 36 Defendants' argument that plaintiff had personal knowledge of an e-mail address for defendant does not negate plaintiff's compliance with the requirements of the Act in serving defendant. Defendants urge us to find that a "reasonable inquiry" requires plaintiff to have also contacted them via e-mail or other means to request a better address for the mailing of notice once it realized service could not be completed at the addresses where service was attempted. However, we cannot find on this record that plaintiff's inquiry was unreasonable. Plaintiff searched Catharsis's out-of-state business records for addresses, investigated Catharsis's property transfer to Double D, identified two addresses associated with Double D in state business records, and attempted service at both addresses. These efforts constituted a reasonable inquiry into the address most likely to provide defendants with actual notice. Moreover, defendants do not provide a valid address at which service should have been provided. Defendants suggest plaintiff's posting of the judicial sale at the property indicates it could have served notice on defendants at that address. However, defendants also acknowledge tenants resided at the property during the proceedings. Defendants do not establish plaintiff had any reason to believe mailing notice to the property address or reaching out to defendants would

result in notice to defendants. Defendants maintain plaintiff could have completed the reasonable inquiry required via electronic means. However, the requirement to find an address the complainant has "reason to believe" will provide notice does not extend to e-mail addresses in possession of the complainant, particularly because the statute requires the complainant to send the notice of the service on the Secretary of State to the address it "has reason to believe" is "most likely to result in actual notice" only "by registered or certified mail." *Id.* Plaintiff was not required to effectuate service via electronic means. Plaintiff was not required to continuously reach out to defendants to locate a different address to provide notice after attempting service at three registered addresses associated with defendants. The record indicates plaintiff served process on the Secretary of State, mailed the process to the address found on state records, and mailed the process to the addresses plaintiff had reason to believe would most likely result in actual notice. See *Amaba*, 2023 IL App (1st) 220549, ¶ 20. Plaintiff complied with the statutory requirements for service on a limited liability company. See 805 ILCS 180/1-50(c)(2)(B) (West 2024).

¶ 37 We acknowledge the trial court's finding that defendants did not establish a meritorious defense was not a relevant inquiry in determining defendants' petition to vacate because the petition argued the orders were void for lack of jurisdiction and because, as previously discussed, the petitions in this case were more properly considered under section 2-301 and not section 2-1401. See 735 ILCS 5/2-301, 2-1401 (West 2024). However, we reject defendants' argument that this finding was relevant, as the court separately found defendants transacted business in the state and plaintiff properly followed all the statutory requirements to properly serve notice on defendants through the Secretary of State. We note defendants limit any objection to the court's jurisdiction, either below or on appeal, to a challenge based on lack of

notice. Defendants also voluntarily appeared and made substantive pleadings related to the disqualification of counsel and the right to redeem while maintaining no objection to personal jurisdiction outside the issue of notice. Defendants therefore otherwise consented to the trial court's exercise of *in personam* jurisdiction, except for the procedural notice issue. See *Department of Healthcare & Family Services ex rel. Kathy R*, 2025 IL App (4th) 250402-U, ¶ 37 (finding that even if the respondent did not receive notice, his appearance and arguments in his interest fulfilled the purpose of personal jurisdiction); recognizing that, notwithstanding a notice challenge, participation in litigation without otherwise objecting to the court's personal jurisdiction forfeits that challenge to personal jurisdiction on appeal).

¶ 38 After our *de novo* review of the record, we agree plaintiff was permitted to serve defendants pursuant to section 1-50, service was proper under the statute, plaintiff performed a reasonable inquiry into the address most likely to provide defendants with actual notice of the proceedings, and the trial court's orders were not void for lack of jurisdiction. Therefore, the court did not err in denying defendants' first petition for relief from judgment.

¶ 39 B. Defendants' Second Petition to Vacate

¶ 40 Defendants also assert the trial court erred in denying their second petition to vacate because the court's order reduced the amount of time for the redemption period provided by section 12-122. See 735 ILCS 5/12-122 (West 2024) (providing a defendant may "within 6 months from the sale," redeem" real estate sold in enforcement of a judgment). Defendants argue the order's language "caused" them "surprise and prejudice" because it "foreclosed" their right to redeem the property by shortening the period in which they could redeem. Defendants assert that because their right to redeem was shortened, plaintiff "obtained relief materially different from that requested in the Complaint" and maintain the additional relief, in the form of

defendants' shortened redemption period, entitled them to notice before the default judgment could be entered. See Ill. S. Ct. R. 105 (eff. Jan. 1, 2018).

¶ 41 Rule 105(a) requires notice must be given when new or additional relief is sought against a party, including when the damages sought in default judgment are greater than the relief sought in a complaint. Ill. S. Ct. R. 105(a) (eff. Jan. 1, 2018); *Safety-Kleen Corp. v. Canadian Universal Insurance Co.*, 258 Ill. App. 3d 298, 305 (1994) ("A party has the right to assume that relief granted by a default judgment will not exceed or substantially differ from that requested in the complaint."). A default judgment is void if a party fails to comply with notice requirements in Rule 105. *Safety-Kleen Corp.*, 258 Ill. App. 3d at 305. Defendants assert they are entitled to relief from the default judgment because the judgment was void due to the failure of plaintiff to provide new notice under Rule 105. We agree with plaintiff and find the order's language did not modify defendants' right to redeem the property.

¶ 42 The order granting default judgment in this case required defendants pay plaintiff "before expiration of any redemption period," and it only precluded defendants' right to redeem if they did not pay prior to the redemption period. Thus, the order allowed defendants to redeem through the expiration of the redemption time provided by statute. Defendants' right to redeem was not affected by the order. Plaintiff was not granted additional relief to trigger the notice requirement of Rule 105. See *People v. Carter*, 2015 IL 117709, ¶ 15 (explaining "the notice requirements of Rule 105 are designed to prevent a litigant from obtaining new or additional relief without first giving the defaulted party a renewed opportunity to appear and defend").

¶ 43 Defendants rely on *Chapman, Mazza, Aiello, Inc. v. Ace Lumber & Construction Co.*, 83 Ill. App. 2d 320, 332 (1967). Although the general principal from *Chapman* said that a court may not restrict or otherwise alter a statutory right of redemption, the holding in that case

was dependent on statutory language not present in the redemption statute here. See Ill. Rev. Stat. 1965, ch. 77, ¶ 18e; 735 ILCS 5/12-122 (West 2024). At the time *Chapman* was decided, the law required the order of foreclosure to state the date on which the owner of the redemption right was served with process and provided that the date in the order established the start of the redemption period. Ill. Rev. Stat. 1965, ch. 77, ¶ 18e. Here, no such requirement exists. See 735 ILCS 5/12-122 (West 2024).

¶ 44 The statute relevant here provides the redemption period runs from the period of the sale for 6 months. *Id.* The order required defendants to pay plaintiff "before expiration of any redemption period," and therefore incorporated the statutory redemption period. The fact that the order contained a conditional redemption period of seven days does not change the fact that the order incorporated the statutory redemption period. The conditional seven-day period would only be effective if there was no redemption. Here, there was a redemption period by statute. See *id.* Therefore, the order did not alter or change defendants' redemption right. Defendants did not lose any right to redeem. Defendants redeemed the property. Defendants could not have been prejudiced by the preclusion of a right they exercised. And, because defendants' right to redeem was not altered, the default order did not grant additional relief to plaintiff that was not contemplated by the original complaint.

¶ 45 Accordingly, the remedy ordered in this case did not exceed the remedy requested in the complaint, and the notice requirements of Rule 105 were not triggered. Because Rule 105 was not triggered, the failure to provide additional notice according to the rule does not render the judgment void. We therefore hold the trial court properly denied defendants' second petition to vacate the default judgment.

¶ 46 C. Motion to Disqualify Counsel

¶ 47 Defendants also argue the trial court erred in denying their motion to disqualify plaintiff's counsel because an attorney at the firm that employs plaintiff's counsel represented defendants' manager, Jeanes, in a prior substantially related manner. Defendants maintain they were negatively impacted by the prior representation because plaintiff could have accessed its file to determine the mailing addresses used would not effectuate service and to find another manner to send defendants notice of the proceedings.

¶ 48 Disqualification of a party's attorney is "a drastic measure" that impacts the right to choose counsel and is only granted if the Rules of Professional Conduct specifically preclude continued representation. *In re Estate of M.L.*, 2018 IL App (3d) 170712, ¶ 22. The Rules of Professional Conduct do not permit an attorney to represent a party with interests adverse to a former client if the two representations are the same or substantially related. Ill. R. Pro. Conduct (2010) R. 1.9 (eff. Jan. 1, 2010); *M.L.*, 2018 IL App (3d) 170712, ¶ 25. The party seeking disqualification of opposing counsel based on former representation carries the " 'heavy burden' " of establishing a conflict. *Anderson v. Nelsen,* 2023 IL App (4th) 220801, ¶ 60. "The determination of whether counsel should be disqualified is directed to the sound discretion of the trial court and will not be disturbed on appeal absent an abuse of discretion." *Schwartz v. Cortelloni*, 177 Ill. 2d 166, 176 (1997).

¶ 49 To disqualify opposing counsel based on prior representation, a party must show the previous and subsequent matters are substantially related. *Anderson*, 2023 IL App. (4th) 220801, ¶ 60. The trial court determines whether the matters are substantially related by assessing the scope of the previous representation, determining whether confidential information would normally have been shared with an attorney representing a matter within that scope, and evaluating whether that information is relevant to the issues in the current litigation against the

former client. *In re Estate of Klehm*, 363 Ill. App. 3d 373, 380 (2006). The primary concern in evaluating if a substantial relationship exists is whether confidential information obtained in the first representation may be leveraged against the former client in the subsequent proceeding. *Id.* at 381.

¶ 50 Here, the trial court did not abuse its discretion in determining defendants did not establish the existence of a conflict. The scope of the prior representation of Jeanes by an attorney at Heyl Royster involved Mooty's representation related to evictions. After the representation ended in 2024, Mooty attested he was not involved in the contract dispute between Jeanes and Reliable. Counsel for Reliable purported he began working at Heyl Royster in June 2024, the same time frame Mooty's representation of Jeanes ended. The representation involved in the eviction matter was not related to the representation provided in a dispute for labor and materials and renovations. Defendants did not show the prior representation had a substantial relationship to counsel's current representation of plaintiff.

¶ 51 Further, defendants have not shown any confidential information shared within the scope of counsel's prior representation was relevant or could have been used adversely against defendants in the subsequent proceeding. The disclosure of confidential information in the course of representation is not enough itself to disqualify counsel from later representation of an adverse party. *Id.* at 382. Instead, the confidential information shared must be of the same type as shared in the subsequent litigation and the representation must adversely affect the challenging party. *Id.*; *Anderson*, 2023 IL App (4th) 220801, ¶ 60.

¶ 52 The extent of the information defendants claim was obtained by counsel and used adversely because of Heyl Royster's prior representation of Jeanes is that counsel knew the addresses they sent notice to would not effectuate service, or that counsel had alternate means of

providing notice. But defendants' positions are contradictory. Defendants contend counsel was required to access Jeanes information to provide notice, but simultaneously argue counsel was subject to disqualification because of any possible access to Jeanes's contact information. Moreover, defendants do not indicate where service of process could have been sent or that an address was known to counsel only because of confidential information obtained during prior representation of Jeanes. After careful review of the record, the mailing addresses used by plaintiff are the only physical addresses for defendants found in the record.

¶ 53 Accordingly, we conclude the trial court did not abuse its discretion in finding defendants failed to establish a conflict and denying defendants' motion to disqualify counsel.

¶ 54 III. CONCLUSION

¶ 55 For the reasons stated, we affirm the trial court's judgment.

¶ 56 Affirmed.

¶ 57 JUSTICE DOHERTY, specially concurring:

¶ 58 I concur in the disposition of this case in all respects, but I write separately to add comment on the service issue.

¶ 59 The service issue arises because defendants did not, as required by law, register an Illinois agent for service. 805 ILCS 180/1-35 (West 2024). Defendant's failure to register an agent to receive service of process meant that the Secretary of State was "irrevocably appointed" for that purpose. Id. § 1-50(b). There are, however, particular requirements for how such service is to be undertaken. The first is, of course, that there must be formal service on the Secretary of State. Id. § 1-50(c)(1). There is no dispute about whether this was done here.

¶ 60 Beyond formal service, the issues here relate to the statutory requirement that the defendant receive notice that the Secretary of State has been served as its agent. The notice is to

be served by regular or certified mail, and the statute has two separate and distinct requirements. The first is that the defendant be served at its "last registered office" as "shown by the records on file in the Office of the Secretary of State." Id. § 1-50(c)(2)(A). Although this is something of an impossibility where, as here, the defendant was never registered with the Secretary of State, there is no issue raised here about compliance with this provision.

¶ 61 The entire service issue presented here relates to the second requirement: that notice be sent by registered or certified mail to an address "which the person instituting the action, suit, or proceeding knows or, on the basis of reasonable inquiry, has reason to believe, is most likely to result in actual notice" to the defendant. Id. § 1-50(c)(2)(B). We have found that plaintiff did make a reasonable inquiry for the reasons stated above, and I support that conclusion based on the facts of this case. What troubles me, however, is that the prescribed statutory method of providing "actual notice" consists of two decidedly nineteenth century methods: regular and certified mail.

¶ 62 The ubiquity of electronic communications in twenty-first century business transactions, however, cannot be ignored. Illinois has adopted a comprehensive scheme providing for the legal enforceability of private parties' legal agreements and other undertakings by way of electronic communications. See 815 ILCS 333/1 et seq. (West 2024) (the Uniform Electronic Transactions Act). Although the issue here is not formal legal service, even in that area, the Illinois Supreme Court has opened the door in limited cases to service by not only e-mail, but also by social media and text messaging. Ill. S. Ct. R. 102(f)(1) (eff. Apr. 24, 2023).

¶ 63 What is required under section 50(c)(2)(B) is simply notice, not formal service, and the legislature has made clear that its concern here is with "actual notice." 805 ILCS 180/1-50(c)(2)(B) (West 2024). If that is the legislature's purpose, it might wish to reexamine whether

this goal is served by limiting the means of notice to registered and certified mail, as opposed to other commonly used methods of business communication which may be more likely to provide actual notice to the defendant.