2026 IL App (1st) 260056-U
No. 1-26-0056

Order filed November 4, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23 and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT, THIRD DIVISION

CHRISTY DUKES, Plaintiff-Appellee,

v.

AMELIA FULGHAM & ALL UNKNOWN OCCUPANTS, Defendants.

(Amelia Fulgham, Defendant-Appellant).

Appeal from the Circuit Court of Cook County.
Honorable Nicole Castillo, Judge, Presiding.
No. 25M5005522

PRESIDING JUSTICE QUISH delivered the judgment of the court.
Justices Lampkin and Rochford concurred in the judgment.

ORDER

¶ 1 *Held*: The circuit court's order finding tenant in default of a settlement agreement in an eviction action is affirmed, as the record establishes that the circuit court held an evidentiary hearing on landlord's motion for default, and the lack of a transcript of that hearing requires affirmance of the circuit court's judgment.

¶ 2 Defendant Amelia Fulgham appeals from the order of the circuit court of Cook County granting the motion for default filed by plaintiff Christy Dukes after Fulgham allegedly failed to comply with an agreed settlement order in an eviction action. On appeal, Fulgham argues the circuit court erred by (1) entering a monetary judgment against her that exceeded the amount

contemplated by the agreed settlement order; and (2) entering an order of possession and a judgment against her without holding an evidentiary hearing to resolve disputed issues of material fact. For the following reasons, we affirm.

¶ 3 I. BACKGROUND

¶ 4 The following background is taken from the single volume of the common law record. On June 18, 2025, Dukes filed an eviction complaint against Fulgham and unknown occupants of a property in Tinley Park, Illinois. The complaint alleged Fulgham owed past due rent of $24,000 from December 2023 to June 2025. The complaint sought that past rent, plus future rent due through the date of judgment. The complaint attached a copy of Fulgham's lease for the property from April 1, 2024 to October 31, 2024, which stated the monthly rent of $4,000. Fulgham appeared through counsel.

¶ 5 Dukes filed a motion for use and occupancy, seeking an order that Fulgham pay $4,000 per month while the case was pending. Fulgham responded, asking that she only be ordered to pay $3,800 a month due to alleged defects in the property. The circuit court granted the motion, ordering Fulgham to pay $3,800 per month.

¶ 6 On the date set for an in-person bench trial, October 8, 2025, the parties settled the case. Dukes and Fulgham were both present in court with their attorneys. In the agreed settlement order, Fulgham agreed to move out by December 31, 2025 and to pay Dukes $16,500 "toward past due rent, assessments, court costs, and other amounts due under the lease." The order was entered on a form approved by our supreme court. The payments were ordered to be paid in $4,000 monthly installments "beginning on" November 5, 2025.

¶ 7 The agreed order stated the terms of the judgment that would be imposed if Dukes proved Fulgham violated the agreed order. The form contained two boxes for the money judgment to be

imposed. The first box, which was not checked, stated the judgment would be "the agreed amount of [blank] minus any payments made." The second box, which was checked, stated the judgment would be for "all rent/assessments due and court costs that Plaintiff proves are still owing against the following Defendants." After this phrase, there is a handwritten note adding "$16,500 for past due rent less any payments made toward past due rent." The "other agreed terms" portion of the order noted that Fulgham "paid $9,500 via cashiers check in open court." Both Dukes's and Fulgham's attorneys signed the agreed order.

¶ 8 On November 6, 2025, Dukes filed a motion seeking to default Fulgham for failing to comply with the agreed settlement order. Dukes stated Fulgham failed to pay the initial $4,000 payment "on or before November 5, 2025" and argued Fulgham was in default of her obligations under the agreed settlement order. The motion alleged that Fulgham failed to pay the use and occupancy payments and owed a total of $29,231 in past due rent and late fees. The motion sought an order of possession and a judgment against Fulgham for $16,000 for past due rent, $1,450 for late charges incurred during Fulgham's tenancy at the property, and Dukes's legal fees and expenses.

¶ 9 Dukes's counsel and Fulgham's new counsel appeared in court on November 17, 2025 when the court set an "in-person compliance hearing on Plaintiff's Motion for Default and other relief" for November 21, 2025.

¶ 10 The court's November 21, 2025 order noted that an "[e]videntiary hearing on [Dukes's] Motion for Default of Agreed Settlement Order and other relief" was entered and continued to December 11, 2025. Dukes, her counsel and her witness were present in court along with Fulgham and her attorney. The court also allowed Fulgham to file a written response to the motion. The

order stated that "[a]ll parties, witnesses and their respective counsel may appear via zoom for the evidentiary hearing" on December 11.

¶ 11 Fulgham filed a verified response to the motion for default, stating Fulgham had sent the first $4,000 payment on November 8, and arguing there was no default because the agreed settlement order only required payment "beginning on" November 5, rather than "on or before" November 5. Fulgham argued she substantially performed her obligations under the agreed order. Fulgham also filed a motion for sanctions under Supreme Court Rule 137 (Ill. S. Ct. R. 137 (eff. Jan. 1, 2018)), arguing that the motion for default was not filed in good faith and was not well-grounded in fact or law.

¶ 12 The circuit court entered two orders on December 11, 2025. The first order noted that the court held an evidentiary hearing on the motion for default. No transcript of this hearing appears in the record. This order stated the matter was "heard before the Court for evidentiary hearing" on the motion for default, that Dukes, Dukes's witness, Dukes's counsel, Fulgham, and Fulgham's counsel were all present in person or on Zoom, and that the court was "fully advised in the premises." The court granted the motion for default in part, entered a money judgment against Fulgham of $17,500 "for past due rent pursuant to the October 8, 2025 Agreed Settlement Order," and entered an order of possession for Dukes, which was stayed until December 31, 2025. The court also denied Fulgham's motion for sanctions. The second order, an Eviction Order, reflected the same terms and checked a box that it was entered "[a]fter compliance hearing, the Defendants having failed to comply with a previous *Agreed Order*." This appeal follows.

¶ 13 II. ANALYSIS

¶ 14 On appeal, Fulgham argues the circuit court erred by entering judgment against her because (1) the amount of the money judgment exceeds the amount authorized by the agreed settlement

order; and (2) the court did not hold an evidentiary hearing to resolve disputed issues of material fact.[1]

¶ 15 Dukes filed an appearance in this appeal, but filed a notice stating she would not file an appellee's brief. Therefore, we took the case on Fulgham's brief only. See *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

¶ 16 We first observe the record on appeal includes no report of proceedings or any substitute under Supreme Court Rule 323. Ill. Sup. Ct. R. 323 (eff. Jul. 1, 2017). "[A]n appellant has the burden to present a sufficiently complete record of the proceedings at trial to support a claim of error, and, in the absence of such a record on appeal, it will be presumed that the order entered by the trial court was in conformity with law and had a sufficient factual basis." *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Therefore, "[a]ny doubts that may arise from the incompleteness of the record" will be construed against Fulgham. *Id.* at 392.

¶ 17 With those principles in mind, we first address Fulgham's second argument, that the circuit court failed to hold an evidentiary hearing to resolve disputed issues of material fact relevant to Dukes's motion for default. She argues there is no indication in the record that any testimony was taken or exhibits were admitted into evidence during the December 11 hearing.

¶ 18 The record refutes Fulgham's assertion. The court's November 21 order states that the "Evidentiary hearing on [Dukes's] Motion" was "entered and continued" to December 11. The order further stated that all parties, counsel, and their witnesses "may appear via zoom for the evidentiary hearing" on December 11. The court's December 11 order expressly states that the

[1]While the portion of the circuit court's order granting possession to Dukes is moot as Fulgham represents in her brief that she has moved out of the residence, the portion of the order entering a money judgment against Fulgham is not moot. *Delgado v. Crowley*, 2025 IL App (1st) 240831-U, ¶ 19.

matter was before the court for an "evidentiary hearing" on Dukes's motion. The order further noted that both parties and their counsel were present for that hearing, as well as Dukes's witness. Thus, contrary to Fulgham's argument, the record establishes the circuit court did hold an evidentiary hearing on Dukes's motion. The fact that Fulgham did not include a transcript of the December 11 hearing or any substitute as part of the record of appeal does not mean the court did not hold an evidentiary hearing. See *Foutch*, 99 Ill. 2d at 391-92.

¶ 19 Fulgham argues *Atlas Asset Management v. Kang*, 2025 IL App (1st) 242311 "involved exactly the record posture" as this case. However, *Atlas Asset* is distinguishable on its facts. In that case, the parties entered into an agreed settlement. At the compliance hearing attended by only counsel and not the parties, the court found that the tenant failed to comply with the agreed order without any explanation. *Id.* ¶¶ 7-8. There was no transcript of the compliance hearing in the record on appeal and "no indication that the circuit court heard evidence at the compliance hearing." *Id.* ¶¶ 3, 26. The appellate court found that the record suggested the circuit court only heard arguments from the attorneys and not evidence. *Id.* ¶ 30. Specifically, the court cited the fact that the defendant filed a motion to reconsider the circuit court's ruling and requested an evidentiary hearing. *Id.* ¶ 32. This court reversed the judgment, finding the circuit court erred by finding the tenant failed to comply with the agreed order without resolving factual disputes. *Id.* ¶¶ 30-35.

¶ 20 This case is distinguishable from *Atlas Asset* because the common law record establishes that the court did hold an evidentiary hearing. The court's order shows that an evidentiary hearing occurred and, unlike in *Atlas Asset*, there is no evidence in the record to support Fulgham's argument that an evidentiary hearing did not occur. Unlike in *Atlas Asset*, Fulgham did not file a motion to reconsider requesting an evidentiary hearing or otherwise make such an objection on the record. Further, in *Atlas Asset*, the plaintiff responded to the defendant's motion to reconsider, but

did not contest his allegation that the court failed to hold an evidentiary hearing. *Id.* ¶ 26. Thus, the appellate court found it was undisputed that no such hearing occurred. In the present case, there is no such concession. Also, unlike in *Atlas Asset*, the parties and their counsel and Dukes's witness were present at the December 11 hearing, not just the attorneys. Because the record reflects an evidentiary hearing was held, and because any gaps in the record regarding that hearing must be construed against Fulgham, we reject Fulgham's argument. See *Krejci v. Brokaw*, 2026 IL App (2d) 250482-U, ¶ 14 ("Given the deficient record in the instant manner, along with the certainty that a bench trial was conducted, this court presumes that the trial court's order *** was in conformity with the law and had a sufficient factual basis.").

¶ 21 Fulgham next argues that the eviction order suggests that no evidentiary hearing occurred, as the circuit court checked the box stating the order was "[a]fter compliance hearing" rather than the box stating "[a]fter contested hearing or trial." We disagree that this suggests that no evidentiary hearing occurred. The rest of the record makes it clear that the circuit court held an evidentiary hearing on the motion for default.

¶ 22 We next address Fulgham's first argument, that the judgment of $17,500 against her exceeded the amount contemplated by the agreed settlement order. Fulgham argues that the agreed order "caps" any judgment against her at $16,500, and the circuit court erred by imposing a judgment above that amount.

¶ 23 The circuit court's factual findings after an evidentiary hearing are reviewed for whether they are against the manifest weight of the evidence. *State Place Condominium Ass'n v. Magpayo*, 2016 IL App (1st) 140426, ¶ 21. A court's ruling is against the manifest weight of the evidence only when the opposite conclusion is clear or the court's findings are unreasonable. *Id.*

¶ 24 The language of the agreed order does not support Fulgham's argument that it set a $16,500 cap on any potential judgment against her. The parties checked the box stating that, if Fulgham were found to have violated the terms of the order, a money judgment would be entered in the amount of "all rent/assessments due and court costs that Plaintiff proves are still owing." This suggests that, in the event of a default, Fulgham would owe the amount that Dukes proves was due at a hearing. The parties did not check the box stating that, in the event of a default, Fulgham would owe "the agreed amount" in the order.

¶ 25 More importantly, we have no record of what evidence and arguments were presented at the evidentiary hearing and whether it supported the circuit court's judgment of $17,500 against Fulgham. Because any deficiencies in the record must be construed against Fulgham, we must presume the court's judgment was in conformity with the law and had a sufficient factual basis. *Foutch*, 99 Ill. 2d at 391-92. Therefore, we reject Fulgham's argument.

¶ 26 Fulgham also argues that the circuit court failed to deduct payments she made towards the agreed settlement order, including a $9,500 payment made in open court on October 8 and a $4,000 payment on November 6. However, the lack of a transcript prevents us from knowing whether and to what extent those payments were accounted for in the circuit court's judgment. Given the lack of a transcript of the evidentiary hearing, we cannot find any error occurred. For similar reasons, we reject Fulgham's arguments that the circuit court's judgment of $17,500 improperly relied on extrinsic evidence outside of the agreed order or resulted from "unverified arithmetic."

¶ 27 III. CONCLUSION

¶ 28 For the foregoing reasons, we affirm the judgment of the circuit court.

¶ 29 Affirmed.